

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 April 16, 2019

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC HEARING/PRESENTATION
 1. *2019 APWA Service Improvement Awards Presentation*
- V. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- VI. APPROVAL OF MINUTES
 1. *March 26, 2019 Village Board Minutes*
- VII. WARRANT
 1. *Warrant report 4-16-2019 19/07 \$1,646,858.39*
- VIII. CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”
- IX. REPORTS OF VILLAGE DEPARTMENTS
 - A. Administration – No Report
 - B. Community and Economic Development
 1. *A Resolution to Authorize the Execution of a Letter of Intent to Purchase 101 West Main Street, Bensenville, Illinois*
 2. *Resolution Authorizing the Execution of a Contract with L.A.R. Lawn & Ground Corp. for the 2019 "Tall Grass Program"*
 3. *Ordinance Approving Three (3) Special Use Permits: Motor Vehicle Sales, Truck Repair, and Outdoor Storage Area and a Variance, Outdoor Storage Area Location at 877 Supreme Drive, Bensenville*
 4. *Ordinance Approving a Special Use Permit to allow Motor Vehicle Repair and/or Service at 828 Eagle Drive*

5. *Ordinance Approving a Variance to Allow Two Additional Drive-Through Signs at McDonald's located at 302 W Irving Park Road, Bensenville*

C. Finance – No Report

D. Police Department

1. *Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending Chapter Seven of Title Five of the Bensenville Village Code to Regulate Motor Vehicle Tows Authorized by the Police Department*

E. Public Works

1. *Resolution Authorizing Amendment No. 1 and Amendment No. 2 to the Phase II Design Engineering Services Agreement with Civiltech Engineering Inc. for the Church Road TAP Project from Grove Ave to IL-19 in the Not-to-Exceed Amount of \$19,507 for a Revised Agreement Amount of \$174,845*
2. *Resolution Authorizing the Execution of a Contract with Schroeder Asphalt Services, Inc of Huntley, IL for the 2019 MFT HMA Pavement Program – General Maintenance in the Not-to-Exceed Amount of \$332,355.58*

F. Recreation

1. *Resolution to Approve Contract Amendment No. 2 to the Agreement Between the Village of Bensenville and Wight Construction Services, Inc.*

X. **REPORTS OF VILLAGE OFFICERS:**

A. PRESIDENT'S REMARKS:

1. *Proclamation Declaring April 26, 2019 Arbor Day in the Village of Bensenville*
2. *Resolution Granting the Advice and Consent to the President's Reappointment of Karen Marcotte to Serve another Term on the Community Development Commission*
3. *A Resolution Appointing Robert Hjelmgren as a Trustee to the Bensenville Fire Protection District #2*
4. *A Resolution Granting the Advice and Consent to the President's Re-Appointment of William Belmonte Sr. to the Board of Police Commission.*

B. VILLAGE MANAGER'S REPORT:

C. VILLAGE ATTORNEY'S REPORT:

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. 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)]

XIV. MATTERS REFERRED FROM EXECUTIVE SESSION

- A. Resolution Authorizing a Contract with the Metropolitan Alliance Union - Sergeants' Unit
- B. Resolution Authorizing a Contract with the Metropolitan Alliance of Police Union
Bensenville Police Chapter #165

XV. ADJOURNMENT

TYPE:Presentation**SUBMITTED BY:**Jovana Dacic**DEPARTMENT:**Public Works**DATE:**April 16, 2019**DESCRIPTION:**

Presentation of APWA Awards to President DeSimone for the Senior/Disabled Grass Cutting and Snow Removing Programs

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>X</i>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

President DeSimone's vision to assist the Village's most vulnerable citizens (low income seniors and/or disabled) was realized in 2018 when the Public Works Department took up the mantle to establish snow removing and grass cutting Programs.

KEY ISSUES:

The staff was tasked to facilitate the contractors, establish guidelines and contracts, track the performed work and assist with questions. While the programs were met with some growing pains, the survey we sent out indicated over 90% satisfaction. (Minor changes were made for 2019, such as simplifying the guidelines.)

In December 2018, Jovana Dacic submitted an application to APWA for Service Improvement Award, nominating the Village's two great Senior/Disabled Programs and we have won both Suburban Branch and the Chicago Metro Chapter. Now the Programs are up for National Award (held in Seattle, WA at the annual APWA PWX Conference.)

The staff was awarded plaques at the Awards Luncheons held in February and March.

ALTERNATIVES:

N/A

RECOMMENDATION:

N/A

BUDGET IMPACT:

N/A

ACTION REQUIRED:

N/A

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

Service Improvement Award - Chicago Metro - Bensenville

4/10/2019

Backup Material

Service Improvement Award - Suburban Branch - Bensenville

4/10/2019

Backup Material

Bensenville Service Improvement Award 2019 - essay application	4/10/2019	Backup Material
Chapter Award Form - Service Improvement - Bensenville - 2019	4/10/2019	Backup Material
APWA Awards Flyer	4/10/2019	Backup Material

OFFICERS – 2019

President

RACHEL LANG
Corrective Asphalt Materials
43W630 Wheeler Road
Sugar Grove, IL 60554
Phone: (630) 631-2854
Fax: (630) 466-0522
rachel@cammidwest.com

President Elect

MARTY WITTROCK
Village of Libertyville
600 North Avenue
Libertyville, IL 60048
Phone: (847) 362-3434
mwittrock@libertyville.com

Vice-President

MIKE HALL
Village of Schaumburg
714 S. Plum Grove Rd.
Schaumburg, IL 60193
Phone: (847) 923-6616
mhall@ci.schaumburg.il.us

Treasurer

MARC GRIGAS
Strand Associates, Inc.
1170 S. Houbolt Road
Joliet, IL 60431
Phone: (815) 444-4438
marc.grigas@strand.com

Secretary

ALLISON SWISHER
City of Joliet
150 W. Jefferson Street
Joliet, IL 60432
Phone: (815) 724-4220
aswisher@jolietcity.org

Chapter Delegate

DOUG PAULUS
Hampton, Lenzini & Renwick
380 Shephard Drive
Elgin, IL 60123-7010
Phone: (847) 697-6700
dpaulus@hlreng.com

February 14, 2019

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

Dear Mr. Caracci:

Congratulations! You have been selected as the winner of the APWA Chicago Metro Chapter's Service Improvement Award for 2019. We are pleased to inform you of this honor and the American Public Works Association is proud to have you represent the public works profession and our association.

The Chapter will be recognizing projects and achievements at their awards meeting on Friday, March 15, 2019 at 11:30 am at the Medinah Shrine Center, 550 Shriners Drive, Addison, IL 60101. Please see the Chicago Metro Awards website for additional information (<http://chicago.apwa.net/>). *One free admission is included with each award: the Award Winner should select the type of meal that they want and use the Coupon Code "Winner" to receive a 100% discount on the cost of the meal.*

At this event, Award Recipients will be presented with a plaque or certificate in recognition of their project or achievement. At this point, we request two things from you. These items are as follows:

- **Completed Plaque Information Form** – Due: Friday, February 22, 2019
 1. This form which is enclosed will be sent to the engraver. It is only necessary to return this form if you are requesting more than the one complementary plaque provided to the award recipient.
- **Award** – Come forward when announced
 2. During the banquet/meeting, we'll recognize each award winner separately and briefly present your project's accomplishments.

If you have any questions, please contact me at 847-821-6233 or dstrahan@gha-engineers.com.

Congratulations and we look forward to seeing you at the awards luncheon!

Sincerely,



Dan Strahan, P.E., CFM
Co-Chairman, APWA Chicago Metro Awards

cc: Jovana Dacic
Village of Bensenville
717 E. Jefferson Street
Bensenville, IL 60106



December 19, 2018

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

RE: 2019 APWA Awards – Chicago Metro Chapter (Suburban Branch)

Dear Mr. Caracci:

It is with great pleasure that I notify you that the Village has selected as the recipient of the Service Improvement Award. Congratulations on receiving this competitive award!

The Branch will be recognizing projects and achievements at their Awards Banquet on Wednesday, January 30, 2019 at 11:30 am at Maggiano's Little Italy, 1901 Woodfield Road, Schaumburg, IL 60173. At this event, Award Recipients will be presented with a plaque in recognition of their achievement. Your project will also receive the Branch's endorsement for the Chapter Awards competition and the Branch will submit your nomination for this next level of voting.

The Branch will be providing one complimentary registration for a designee from your organization to attend the Awards Banquet and receive your award. Additional attendees are welcome and can register through the APWA Chicago Metro Chapter Webpage (see attached registration flyer). The Branch will also provide one award plaque for each project. Additional plaques can be ordered for a fee by contacting me.

At this point, we are in need of the following items from you:

- **Register for the Event – Due: Tuesday, January 22, 2019**
Please email me the name of who will be utilizing the complementary registration. Additional attendees may register online.
- **Additional Plaque Needs – Due: Wednesday January 9, 2019**
If you are in need of additional plaques, please let me know by this date to ensure that they can be fabricated in time for the banquet.



- **Project Display – Bring to the January 30th Awards Banquet**

While preparing for the upcoming Awards Banquet, we would like for each of the Award winners to bring a display / exhibit to be placed on an easel within the banquet room for viewing before the meeting.

- **Project Award Presentation – Come forward when announced January 30th**

During the banquet, you will be presented with an award plaque and asked to pose for a picture. You will also be asked to give a short (5 minute maximum) presentation of the Service Programs that were implemented to the Branch members utilizing a PowerPoint presentation. Please prepare a brief (5 slides+-) PowerPoint presentation and forward the necessary files to my attention before January 22, 2019. Power point equipment will be available for your use at the meeting.

Once again, congratulations to you on a job well done! Please do not hesitate to contact me if you have any questions regarding the awards process.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Rodseth".

Scott Rodseth, P.E.
APWA Awards Committee Chairperson
srodseth@hlreng.com

Cc: Jovana Dacic, Village of Bensenville (Via E-Mail)

December 4, 2018

Service Improvement Award

In April 2017, residents of Bensenville elected President Frank DeSimone. His era ushered new community services, such as launching programs in 2018 that would help Village's most vulnerable citizens, the elderly and disabled. Because of the operational nature, the Public Works Department took the lead to help translate President's vision into a reality and thus established two programs: Senior/Disabled Grass Cutting Service and Senior/Disabled Snow Removal Service. Public Works staff secured various landscaping contractors to perform the work. By utilizing our Work Management Software, staff is able to map out each location, track contractors work and appropriately bill the resident. The resident pays for the portion while the Village subsidizes the other half of the cost.

Snow removal and turf maintenance are core Public Works functions. Encouraging and assisting seniors and/or disabled residents with such programs, adds to the overall goal of the Village to make Bensenville beautiful, safe and a happy place for our residents to enjoy their sunset years in.

Public Works Department

Chapter Award Nomination Form

Please type this information exactly as requested. It will be cut and pasted into a database.

Award Category Submitted:	SERVICE IMPROVEMENT AWARD
Nominee: (as printed on plaque)	VILLAGE OF BENSENVILLE PUBLIC WORKS
Title of Project: (if applicable)	VILLAGE of Bensenville Senior Services
150 word summary of award application highlights: (this will be used for the press release)	SEE ATTACHED.
Award Contact Name: (this must be the awardee) Salutation (Mr., Mrs, Ms.)	MR. JOE CARACCI
First Name	JOE
Last Name	CARACCI
Job Title	DIRECTOR
Company/Agency	VILLAGE OF BENSENVILLE PUBLIC WORKS
Address1	717 E JEFFERSON STREET
Address 2	
City	Bensenville, IL
Postal Code	60106
Contact email:	JCARACCI@BENSENVILLE.IL.US
Contact Phone:	630-550-3435
Secondary Contact: (for courtesy notification of award only – all official contact will be with the awardee) Name Agency/Company Address City, State Zip	JOVANA DACIC VILLAGE OF Bensenville Public Works 717 E JEFFERSON ST Bensenville, IL 60106
Secondary Contact email:	JDACIC@BENSENVILLE.IL.US
Secondary Contact Phone:	630-594-1012

Upcoming Branch Events

Thursday, February 28

Suburban/Fox Valley Branch Luncheon
Consultant/Client Relationships
Westwood Tavern & Tap
Schaumburg, IL

Thursday, March 7

Joint IWEA/EWRI/APWA
½ Day Seminar
MS4 Implementation
Chandler's Chop House
Schaumburg, IL

Friday, March 22

March Madness Social
Dave & Buster's
Addison, IL

Thank You to Our Sponsors!

TROTTER
and
ASSOCIATES, INC.
ENGINEERS AND SURVEYORS
Experienced Professionals - Better Solutions

CMT
Crawford, Murphy & Tilly



Christopher B. Burke Engineering, Ltd.



AWARDS BANQUET

CELEBRATING
THE BEST
OF WHAT WE DO
IN PUBLIC WORKS!

WEDNESDAY, FEBRUARY 25, 2019

MAGGIANO'S LITTLE ITALY

1901 E. WOODFIELD ROAD, SCHAUMBURG, IL



Welcome

Chris Olcott, Hampton, Lenzini and Renwick, Inc.
APWA Chicago Metro Chapter Suburban Branch President

Voting Panel

Justin Benham, Michael Brouch, Dan Dinges, Nathan Kebede, Tyler Grau, Tyler Isham, Jeff Maczko, Dan Manis, Jim Massarelli, Eric Meschewski, Chris Olcott, Peter Reinhofer, Scott Rodseth, Matt Santeford, Mike Waldron, Benjamin Zeman

Meeting Agenda

Announcements
Lunch

Award Presentations
Adjournment

CONGRATULATIONS TO ALL THE AWARD WINNERS!

ENVIRONMENT



Less than \$5 Million
Graue Mill Flood Protection Improvements
Village of Hinsdale



\$5 Million to \$25 Million
Tertiary Filtration Improvements
Wheaton Sanitary District

STRUCTURES



Less than \$5 Million
Clock Tower Plaza
City of Wood Dale



\$5 Million to \$25 Million
Woodridge Park District Athletic Recreation Center
Woodridge Park District

TRANSPORTATION



Less than \$5 Million
Bethel Lane Relocation
Village of Schaumburg



\$5 Million to \$25 Million
Chicago Avenue / Sheridan Road
Multi-Modal Corridor Improvement
City of Evanston



\$25 Million to \$75 Million
Barrington Road at I-90 Interchange and Park-n-Ride
Village of Hoffman Estates

SERVICE IMPROVEMENT



Service Improvement
Senior/Disabled Grass Cutting & Snow Removal Program
Village of Bensenville

INDIVIDUALS



Award of Merit
Kathryn Horn
Village of Glen Ellyn



**Top Ten Public Works
Leaders of Year Award**
Scott Shirley
Village of Arlington Heights

TYPE:Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**April 16, 2019**DESCRIPTION:**March 26, 2019 Village Board Minutes**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

DRAFT_190326_VB

Upload Date

4/10/2019

Type

Cover Memo

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

MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING
March 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

Absent: Carmona, Perez

A quorum was present.

Staff Present: E. Summers, G. Ferguson, T. Finner, S. Guest, M. Patel, M. Ribando, D. Schulze, S. Viger, C. Williamsen

PUBLIC COMMENT: There was no public comment.

APPROVAL OF MINUTES: 3. The March 12, 2019 Village Board Meeting minutes were presented.

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

All were in favor. Motion carried.

WARRANT NO. 19/06: 4. President DeSimone presented **Warrant No. 19/06** in the amount of \$586,234.03.

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

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

NAYS: None

All were in favor. Motion carried.

Trustee Carmona entered the Meeting at 6:33 p.m.

Motion:

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

All were in favor. Motion carried.

Resolution No.
R-37-2019:

Resolution Authorizing the Execution of a Contract with St. Aubin Nursery & Landscaping, Inc. for the 2019 Tree Purchase and Delivery in the Not-to-Exceed Amount of \$37,500. (Consent Agenda)

Ordinance No.
26-2019:

Ordinance Approving a Variance to Allow an Electronic Message Center Sign at 550 N IL Route 83, Bensenville, IL. (Consent Agenda)

Resolution No.
R-38-2019:

Resolution Approving the Adoption of the 2019 Bensenville Zoning Map. (Consent Agenda)

Resolution No.
R-39-2019:

Resolution Authorizing a Professional Service Agreement Extension for 2019 with TekLab Inc. for Wastewater Sampling & Analysis Services in the Not-to-Exceed Amount of \$67,000. (Consent Agenda)

Resolution No.
R-40-2019:

Resolution Authorizing the Award of a Contract for the 2019 Sanitary Sewer Lining Project contract to Hoerr Construction, Inc. in the Amount of \$187,353.23. (Consent Agenda)

Resolution No.
R-41-2019:

Resolution Authorizing the Award of a Construction Contract for the 2019 Village Water Main Replacement Project to Bolder Contractors, Inc. in the Amount of \$1,560,477.80. (Consent Agenda)

Resolution No.
R-42-2019:

Resolution Authorizing the Execution of a Purchase Order to KSA Lighting Inc. in the Not-to-Exceed Amount of \$30,000. (Consent Agenda)

Resolution No.
R-43-2019:

Resolution Approving Participation of Certain Elected Officials in the Illinois Municipal Retirement Fund (IMRF). (Consent Agenda)

Resolution No.
R-44-2019:

Resolution Authorizing the Execution of an Agreement and Purchase Order with Diversified Audio Group for Lighting and Sound for the 2019 Music in the Park Series in the Not-to-Exceed Amount of \$17,100.00. (Consent Agenda)

Resolution No.
R-45-2019:

Resolution Authorizing the Execution of an Agreement and Purchase Order with American Mobile Staging in the Not-to-Exceed Amount of \$17,450.00 for the Staging for the 2019 Music in the Park Concert Series. (Consent Agenda)

Motion:

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

ROLL CALL:

AYES: Carmona, Franz, Jaworska, Lomax, Panicola

NAYS: None

All were in favor. Motion carried.

**PRESIDENT'S
REMARKS:**

Proclamation:

President DeSimone read a proclamation into the record in recognition to Fenton High School for being Awarded AP School District of the Year.

Motion:

Trustee Franz made a motion to approve the proclamation as read. Trustee Carmona seconded the motion.

ROLL CALL:

AYES: Carmona, Franz, Jaworska, Lomax, Panicola

NAYS: None

All were in favor. Motion carried.

President DeSimone presented members of Fenton High School a proclamation from Senator Don Harmon recognizing the same. President DeSimone announced the proclamation was read on the Capital Floor.

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.

President DeSimone announced Republic Services will begin picking up grass clippings for the season starting the week of April 3rd.

President DeSimone announced the Easter Bunny will be at the Bensenville Movie Theater on April 20, 2019 and all available information can be found on the Village's website.

**MANAGERS
REPORT:**

Village Manager, Evan Summers, announced the Village is seeking seasonal workers for both Public Works and Recreation. Mr. Summers announced all available jobs can be found on the Village's website.

**VILLAGE ATTORNEY
REPORT:**

Village Attorney, Joseph Montana, had no report.

**UNFINISHED
BUSINESS:**

There was no unfinished business.

NEW BUSINESS:

There was no new business.

**EXECUTIVE
SESSION:**

Village Attorney, Joseph Montana, called for an Executive Session for the purpose of discussing litigation. No actions will take place as a result of the discussions.

Motion:

Trustee Lomax made a motion to recess the meeting and go into executive session. Trustee Panicola seconded the motion.

All were in favor. Motion carried.

President DeSimone recessed the meeting at 6:41 p.m.

President DeSimone called the meeting back to order at 6:53 p.m.

Minutes of the Village Board Meeting
March 26, 2019 Page 5

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

Carmona, Franz, Jaworska, Lomax, Panicola

Absent: Perez

A quorum was present.

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

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 6:53 p.m.

Nancy Quinn
Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, April 2019

TYPE:Warrant**SUBMITTED BY:**Tia Filishio**DEPARTMENT:**Finance**DATE:**4/16/2019**DESCRIPTION:**Warrant report 4-16-2019 19/07 \$1,646,858.39**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:**Warrant report 4-16-2019 19/07 \$1,646,858.39**ATTACHMENTS:****Description****Upload Date****Type**Warrant report 4-16-2019 19/07 \$1,646,858.394/11/2019Backup Material

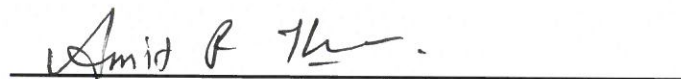
VILLAGE OF BENSENVILLE WARRANT 19/07

April 16, 2019

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 April 16, 2019 hereby authorizing the Director of Finance to disburse \$ 1,646,858.39 the accounts indicated in the attached report.



NANCY QUINN
VILLAGE CLERK



FRANK DESIMONE
VILLAGE PRESIDENT



EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/16/2019

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
7 LAYER SOLUTIONS INC									
1093									
3580	MAINTENANCE AGREEMENT - APR	SCHAUMBURG	20191010	05/01/2019	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$500.00	0
3582	MANAGED IT SERVICES - APRIL 20	SCHAUMBURG	20191098	05/01/2019	11020180-531260	FN	INFO TECHNOLOGY SERVICES	\$11,167.00	0
								11,667.00	
A & A EQUIPMENT & SUPPLY CO.									
2691									
125306	STORM BASIN STOCK	BENSENVILLE	20191130	04/07/2019	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$3,542.44	0
								3,542.44	
ADDISON BUILDING MATERIAL CO.									
3628									
902313	LOCK SET	ARLINGTON HE	20190969	04/14/2019	11050440-542110	PW	R&M BUILDING	\$61.10	0
								61.10	
ADVANCE AUTO									
808									
8751906572898	auto parts	BENSENVILLE	20190866	04/05/2019	11020190-542410	AD	R&M VEHICLES	\$31.01	0
8751906672997	PARTS	BENSENVILLE	20190953	04/06/2019	11050490-554510	PW	SMALL TOOLS & EQUIPMENT	\$119.99	0
8751907031530	PARTS	BENSENVILLE	20190953	04/10/2019	51050540-542410	PW	R&M VEHICLES	\$35.56	0
8751907073093	WINDOW REG-SQ #327-INV #87519	BENSENVILLE	20191084	04/10/2019	11040110-542410	PD	R&M VEHICLES	\$62.63	0
8751907221200	auto parts	BENSENVILLE	20190866	04/12/2019	11020190-542410	AD	R&M VEHICLES	\$19.37	0
8751907273218	PARTS	BENSENVILLE	20190953	04/12/2019	51050540-542410	PW	R&M VEHICLES	\$20.23	0
8751907273228	PARTS	BENSENVILLE	20190953	04/12/2019	51050540-542410	PW	R&M VEHICLES	\$20.23	0
8751907373320	PARTS	BENSENVILLE	20190953	04/13/2019	11050490-554510	PW	SMALL TOOLS & EQUIPMENT	\$33.68	0
8751907473385	SERPENTINE BELT-SQ #315-INV #8	BENSENVILLE	20191008	04/14/2019	11040110-542410	PD	R&M VEHICLES	\$21.77	0
8751907832352	PARTS	BENSENVILLE	20190953	04/18/2019	51050540-542410	PW	R&M VEHICLES	\$36.54	0
8751907844850	PARTS	BENSENVILLE	20190953	04/18/2019	11050490-554810	PW	UNIFORMS - PURCHASE	\$24.69	0
8751907973524	PARTS	BENSENVILLE	20190953	04/19/2019	11050490-554510	PW	SMALL TOOLS & EQUIPMENT	\$11.95	0
8751908073600	PARTS	BENSENVILLE	20190953	04/20/2019	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$27.68	0
8751908522243	PARTS	BENSENVILLE	20190953	04/25/2019	51050540-542410	PW	R&M VEHICLES	\$47.82	0
8751908533029	Vehicle Supplies	BENSENVILLE	20190894	04/25/2019	11020190-542410	AD	R&M VEHICLES	\$56.32	0
8751908573769	PARTS	BENSENVILLE	20190953	04/25/2019	51050540-542410	PW	R&M VEHICLES	\$11.23	0
8751908573796	AUTO PARTS	BENSENVILLE	20191028	04/25/2019	11050430-542410	PW	R&M VEHICLES	\$42.52	0
8751908645031	AUTO PARTS	BENSENVILLE	20191028	04/26/2019	51050540-542410	PW	R&M VEHICLES	\$20.23	0
8751908722432	AUTO PARTS	BENSENVILLE	20191028	04/27/2019	51050570-542410	PW	R&M VEHICLES	\$14.71	0
8751908722433	AUTO PARTS	BENSENVILLE	20191028	04/27/2019	11050420-542410	PW	R & M VEHICLES	\$14.71	0
8751908833199	AUTO PARTS	BENSENVILLE	20191028	04/28/2019	51050540-542410	PW	R&M VEHICLES	\$37.02	0
8751909274082	AUTO PARTS	BENSENVILLE	20191028	05/02/2019	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$18.03	0
8751909274083	AUTO PARTS	BENSENVILLE	20191028	05/02/2019	51050540-542410	PW	R&M VEHICLES	\$0.63	0
8751909274084	AUTO PARTS	BENSENVILLE	20191028	05/02/2019	11050430-542410	PW	R&M VEHICLES	\$20.23	0

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8751909333746	AUTO PARTS	BENSENVILLE	20191028	05/03/2019	11050490-554110	PW	FUEL/GAS/OIL	\$11.49	0
8751909374129	AUTO PARTS	BENSENVILLE	20191028	05/03/2019	51050540-542410	PW	R&M VEHICLES	\$11.89	0
								772.16	
AFLAC									
980									
044036	AFLAC CONTRIBUTIONS MARCH 2019	COLUMBUS	20190928	04/25/2019	11000000-214130	FN	PAYROLL DEDUCT'N-AFLAC	\$1,168.92	9005467
								1,168.92	
AFSCME									
3105									
03222019	MVP NATIONAL PEOPLE PR WH 3/2		20190887	04/21/2019	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$12.60	9005450
03222019A	UNION DUES MARCH 2019		20190888	04/21/2019	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$1,482.72	9005455
04052019	MVP NATIONAL PEOPLE PR WH 4/1		20191019	05/05/2019	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$12.60	9005471
								1,507.92	
AGNIESZKA NAWROCKA									
9									
18633	VOLUNTEER FEE REFUND			04/26/2019	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
ALEXANDER CHEMICAL CORP.									
2700									
SLS10075371	SODIUM BISULFITE	CHICAGO	20190965	01/31/2019	51050570-554120	PW	CHEMICALS	\$751.42	0
SLS10076012	SODIUM BISULFITE	CHICAGO	20190965	01/31/2019	51050570-554120	PW	CHEMICALS	\$751.42	0
								1,502.84	
ALEXIAN BROTHERS CORP.HEALTH S									
12656									
675996	5 PANEL RAPID - A.FLYNN, R.PERE	CHICAGO	20191125	04/30/2019	11020130-541210	AD	PHYSICAL EXAMS	\$323.00	0
678170	5 PANEL RAPID - A.FLYNN, R.PERE	CHICAGO	20191125	04/30/2019	11020130-541210	AD	PHYSICAL EXAMS	\$48.00	0
								371.00	
AMERICAN CONSERVATION & BILLING									
1262									
9511	AQUAHAWK - 5/1-6/1/2019	COLORADO SP	20191065	05/01/2019	51030250-549990	FN	OTHER CONTRACTUAL SERVICES	\$995.00	0
								995.00	
AMERICAN DREAM HOME IMPROVEMENT									
99									
8933-19492	BOND REFUND - 49 DENNIS			05/05/2019	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								70.00	
AMERICAN MOBILE STAGING									
11989									
9524	MUSIC IN THE PARK STAGE DEPOSITS	SCHAUMBURG	20190891	04/25/2019	11070110-577012	CR	MUSIC IN THE PARK	\$8,725.00	0

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AMS MECHANICAL SYSTEMS, INC.								8,725.00	
8305									
44929-1	CALIBRATE AMMONIA DETECTION	WOODRIDGE	20190915	04/11/2019	11174100-542110	SF	R & M HVAC	\$328.00	0
44930-1	CALIBRATE AMMONIA DETECTION	WOODRIDGE	20190915	04/11/2019	11174100-542110	SF	R & M HVAC	\$518.75	0
								846.75	
ANDERSON LOCK CO.									
6304									
1004924	NEW LOCK FOR BACK RINK DOOR	DES PLAINES	20190995	05/01/2019	11174100-542310	SF	R&M EQUIPMENT	\$156.50	0
								156.50	
ANDREW MCCANN LAWN SPRINKLER									
12636									
IN000190003	TURNED ON AND CHECKED LAWN	EAST HAZEL CI	20191005	04/27/2019	11070720-542310	SF	R & M EQUIPMENT	\$605.00	0
								605.00	
ANDRIUS JASMANTA									
99									
8963-39029	BOND REFUND - 141 HENDERSON			05/05/2019	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								70.00	
AQUALAB WATER TREATMENT, INC.									
1373									
3197	WATER TREATMENT CHEMICALS-	PROSPECT HE	20191001	05/01/2019	11174100-554120	SF	CHEMICALS	\$165.00	0
								165.00	
ARROW ROAD CONSTRUCTION CO.									
6938									
17361	UPM COLD MIX	ELK GROVE VII	20190976	04/10/2019	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$113.71	0
17372	UPM COLD MIX	ELK GROVE VII	20190976	04/11/2019	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$130.15	0
17407	UPM COLD MIX	ELK GROVE VII	20190976	04/17/2019	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$338.39	0
17425	UPM COLD MIX	ELK GROVE VII	20190976	04/18/2019	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$338.39	0
17488	UPM COLD MIX	ELK GROVE VII	20191053	04/24/2019	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$290.44	0
								1,211.08	
ARS OF ILLINOIS									
99									
8661-38674	BOND REFUND - 280 CENTER			05/05/2019	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$35.00	0
								35.00	
ASG STAFFING INC									
1032									
1139535	MARIO ESTRADA SALARY - REDMC	BENSENVILLE	20190896	04/15/2019	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$718.40	0
1139699	MARIO ESTRADA SALARY- REDMO	BENSENVILLE	20190897	04/22/2019	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$718.40	0

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1139948	MARIO ESTRADA SALARY- REDMO	BENSENVILLE	20191073	04/29/2019	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$718.40	0
								2,155.20	
ASSOCIATED TECHNICAL SERVICES									
2711									
31050A	TOOL	VILLA PARK	20190966	03/07/2019	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$359.00	0
								359.00	
AUDIOMETRIC ASSOCIATES									
632									
13553	2019 HEARING TEST	ELK GROVE VII	20190951	04/12/2019	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$374.00	0
13553	2019 HEARING TEST	ELK GROVE VII	20190951	04/12/2019	51050110-521510	PW	EDUC/SEMRS/MTGS/TRNG	\$374.00	0
								748.00	
AVION CONSULTANTS, LLC									
1350									
MARCH 2019	ON-CALL AIRPORT NOISE PROFES	MOUNT PROSF		05/01/2019	11010010-532810	FN	PROJECT MANAGEMENT SERVICE	\$675.00	0
								675.00	
AXON ENTERPRISES, INC									
930									
51-1581580	TASER/CARTRIDGES-INV #SI-15815	SCOTTSDALE	20191097	04/14/2019	11040340-554510	PD	SMALL TOOLS & EQUIPMENT	\$9,240.00	0
								9,240.00	
BARBA,JACK (E)									
2620									
Z351748	PLATE STICKER RENEWAL LATE F	BENSENVILLE	20191087	05/01/2019	11040360-561310	PD	PERMITS & LICENSES	\$20.00	0
								20.00	
BATTERY SERVICE CORPORATION									
2716									
0046886	BATTERIES FOR EMERGENCY LIGI	BENSENVILLE	20190906	04/03/2019	11174100-542310	SF	R&M EQUIPMENT	\$274.80	0
0047181	BATTERY	BENSENVILLE	20190967	04/11/2019	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$25.95	0
0047853	FASTEN TAB	BENSENVILLE	20191039	04/27/2019	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$199.30	0
0047857	BATTERIES FOR FLOOR SCRUBBE	BENSENVILLE	20190992	04/27/2019	11174100-542310	SF	R&M EQUIPMENT	\$515.80	0
0047864	BATTERY	BENSENVILLE	20190967	04/25/2019	11050440-542110	PW	R&M BUILDING	\$35.95	0
0047908	BATTERY	BENSENVILLE	20190967	04/21/2019	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$100.67	0
0048022	BATTERY	BENSENVILLE	20190967	04/25/2019	51050570-542410	PW	R&M VEHICLES	\$21.74	0
								1,174.21	
BAXTER & WOODMAN, INCORPORATE									
2717									
0204789	PRETREATMENT ASSISTANCE 1/15	CRYSTAL LAKE	20191108	04/21/2019	51050577-536511	PW	ENG SVC - ENVIRONMENTAL	\$9,929.31	0
								9,929.31	

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BEATA NIEMIRSKI									
9									
21149	VOLUNTEER FEE REFUND			04/26/2019	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
BELLA VISTA BANQUETS									
253									
1903001	HONOR FLIGHT SKY BOX	BENSENVILLE	20190880	04/01/2019	11010010-571010	AD	INTERGOV'T PROG/CONTRIB.	\$715.00	0
								715.00	
BENSENVILLE POSTMASTER									
2622									
201907804334456E	MARCH POSTCARD POSTAGE	BENSENVILLE	20190936	04/18/2019	11030110-540110	FN	POSTAGE/DELIVERY SERVICESS	\$17.94	9005475
201909206204111E	APRIL POSTCARDS	BENSENVILLE	20191016	05/02/2019	11030110-540110	FN	POSTAGE/DELIVERY SERVICESS	\$20.70	9005474
								38.64	
BEST QUALITY FACILITY SERVICES, L									
1619									
27576	CLEANING SERVICE-FEB19-INV #2	FRANKLIN PAR	20191085	03/03/2019	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$2,180.00	0
28312	CLEANING SERVICE-MAR19-INV #2	FRANKLIN PAR	20191086	05/01/2019	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$2,180.00	0
								4,360.00	
BOND DICKSON & ASSOCIATES, P.C									
97									
16569	LEGAL SERVICES - MARCH 2019	WHEATON	20191092	05/04/2019	11020120-533110	AD	LEGAL SERVICES	\$814.00	0
								814.00	
BP									
689									
687638	CREDIT CARD FEE	CHARLOTTE	20190927	04/20/2019	11040110-554110	FN	FUEL/GAS/OIL	\$20.00	9005465
								20.00	
BRENNTAG GREAT LAKES, LLC									
12424									
BGL743466	CALCIUM NITRATE & PROBLEND	CHICAGO	20190669	04/19/2019	51050570-554120	PW	CHEMICALS	\$715.00	0
BGL744580	R-161-18 POLYMER	CHICAGO	20190101	04/25/2019	51050570-554120	PW	CHEMICALS	\$3,220.00	0
								3,935.00	
BRIGHT DIRECTIONS									
683									
03222019	BRIGHT DIRECTIONS PR WH 3/22/1	LINCOLN	20190882	04/21/2019	11000000-213500	FN	PAYROLL DEDUCT'N-BRIGHT STAI	\$200.00	9005449
04052019	BRIGHT DIRECTIONS PR WH 4/5/19	LINCOLN	20191007	05/05/2019	11000000-213500	FN	PAYROLL DEDUCT'N-BRIGHT STAI	\$200.00	9005473
								400.00	
BURRIS EQUIPMENT CO.									
11634									

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PS12699	PARTS FOR SUPER STAR	WAUKEEGAN	20191081	04/28/2019	11070720-542310	SF	R & M EQUIPMENT	\$53.88	0
								53.88	
C&C POWER, INC.									
1496									
135443	GEN BATT BACK-UP TEST-INV #135	CAROL STREAM	20191013	04/06/2019	11040110-542110	PD	R&M BUILDING	\$765.00	0
								765.00	
CARYN MAURO									
9									
18615	VOLUNTEER FEE REFUND			04/26/2019	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
CED									
401									
1028-666474	ELECTRICAL SUPPLIES	DES MOINES	20190949	04/04/2019	11050440-542110	PW	R&M BUILDING	\$19.28	0
								19.28	
CERTIFIED BALANCE & SCALE									
4221									
23764	SENSOR	SYCAMORE	20191049	04/24/2019	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$1,017.00	0
								1,017.00	
CHARLES EQUIPMENT ENERGY SYST									
714									
P4293	HEATER	ELK GROVE VII	20191027	03/01/2019	11050440-542110	PW	R&M BUILDING	\$125.61	0
								125.61	
CHASE MANHATTAN BANK									
12098									
COLD PURSUIT W MOVIE RENTAL FEE- COLD PURSU	BROOKLYN	20190919	04/13/2019	11070790-547910	SF	MOVIE RENTAL FEES	\$131.10	0	
								131.10	
CHICAGO PARTS & SOUND LLC									
929									
1-0058052	SEAT REPAIRS	ELK GROVE VII	20191030	04/11/2019	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$80.28	0
1J0001931	SEAT REPAIRS	ELK GROVE VII	20191030	04/24/2019	51050540-542410	PW	R&M VEHICLES	\$295.00	0
1J0001941	SERVICE #222	ELK GROVE VII	20190956	04/25/2019	51050540-542410	PW	R&M VEHICLES	\$145.00	0
								520.28	
CHICAGO TITLE LAND TRUST COMPA									
2760									
19036245	ANNUAL FEES - THEATER	CHICAGO	20191017	04/30/2019	11070790-549990	FN	OTHER CONTRACTUAL SERVICE	\$265.00	0
								265.00	

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CHRIS KOZEM									
99									
8784-38738	BOND REFUND - 402 MASON			05/05/2019	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								70.00	
CINEVIZION, LLC									
1507									
P211935	FILM DELIVERY SERVICE- ALITA: B	LOS ANGELES	20190989	04/19/2019	11070790-540110	SF	POSTAGE/DELIVERY SERVICESS	\$40.00	0
P212626	MOVIE DELIVERY FEE- APOLLO 11	LOS ANGELES	20190990	04/26/2019	11070790-540110	SF	POSTAGE/DELIVERY SERVICESS	\$40.00	0
								80.00	
CINTAS CORPORATION									
13176									
5013143944	FIRST AID SUPPLIES & SERVICE	MAYWOOD	20190408	04/17/2019	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$29.09	0
5013143944	FIRST AID SUPPLIES & SERVICE	MAYWOOD	20190408	04/17/2019	51050110-551110	PW	MATERIAL/SUPPLIES	\$29.09	0
769551576	FLOOR MAT CLEANING PW	MAYWOOD	20190409	02/13/2019	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$57.40	0
769579810	FLOOR MAT CLEANING PW	MAYWOOD	20190409	04/10/2019	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$57.40	0
769583377	FLOOR MATS CLEANED - JEFFERS	MAYWOOD	20190923	04/17/2019	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$72.57	0
769583378	FLOOR MATS CLEANED - JEFFERS	MAYWOOD	20190923	04/17/2019	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$71.98	0
769586959	FLOOR MAT CLEANING PW	MAYWOOD	20190409	04/24/2019	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$57.40	0
769586963	FLOOR MATS CLEANED - 12 S. CEN	MAYWOOD	20190946	04/24/2019	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$56.43	0
769594074	FLOOR MATS CLEANED @ 12 S CE	MAYWOOD	20191069	05/08/2019	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$67.43	0
								498.79	
CINTAS FIRST AID & SAFETY									
2974									
8404057391	MEDICAL CABINET SUPPLIES	IRVING	20190854	04/07/2019	11040110-542110	PD	R&M BUILDING	\$104.43	0
								104.43	
CITRON HYGIENE US CORP									
1548									
413202	AUTOFRESH FRAGRANCE (6) & PE	BILLERICA	20190932	04/17/2019	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$91.71	0
413203	AUTOFRESH FRAGRENCE	BILLERICA	20190904	04/17/2019	11070790-542112	SF	R & M BUILDING-CLEANING	\$14.76	0
413204	AUTOFRESH FRAGRENCE	BILLERICA	20190904	04/17/2019	11174100-542112	SF	R&M BUILDING-CLEANING	\$280.44	0
413205	AUTOFRESH FRAGRENCE	BILLERICA	20190904	04/17/2019	11174100-542112	SF	R&M BUILDING-CLEANING	\$29.52	0
413206	RESTROOM HYGIENE - FRESHNER	BILLERICA	20190044	04/17/2019	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$61.14	0
								477.57	
CIVITECH ENGINEERING INC									
454									
47457	R-22-18 RESIDENT ENGINEER SER	ITASCA	20190451	04/05/2019	31080810-536515	PW	ENG SVC - PROJECT MANAGEME	\$2,938.32	0
								2,938.32	

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CLARKE ENVIRONMENTAL MOSQ. MA									
2765									
001004919	R-146-18 MOSQUITO ABATEMENT	CHICAGO	20190088	04/24/2019	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$7,299.00	0
								7,299.00	
COCA COLA REFRESHMENTS USA INC									
7585									
722208971	BEVERAGES FOR SUNDAE'S TOO-	CHICAGO	20190913	04/24/2019	11070790-557810	SF	FOOD ITEMS	\$436.51	0
								436.51	
COLLEGE OF DUPAGE									
3414									
9971	TRAINING-LUSTRO-INV #9971	GLEN ELLYN	20191020	04/26/2019	11040340-521510	PD	TRAINING PROGRAMS/SESSIONS	\$195.00	0
								195.00	
COMCAST									
12216									
0001924-0419	COMCAST SERVICE	SOUTHEAST	20190016	04/20/2019	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$12.61	0
0002237-0319	COMCAST 8771200940003318-0319	SOUTHEAST	20190921	04/03/2019	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$246.37	0
0003318-0319	COMCAST 8771200940003318-0319	SOUTHEAST	20190921	03/31/2019	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$189.85	0
0298761-0319	COMCAST - TEEN CENTER	SOUTHEAST	20190820	04/08/2019	11040341-577121	FN	TEEN CENTER	\$106.85	9005463
0421918-0319	COMCAST 345 E GREEN	SOUTHEAST	20190819	04/04/2019	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$256.85	9005464
0421918-0319	COMCAST 345 E GREEN	SOUTHEAST	20190819	04/04/2019	11040110-549990	FN	OTHER CONTRACTUAL SERVICE	\$169.90	9005464
0546086-0419	SERVICE 3/24-4/23/2019 @ 1025 FE	SOUTHEAST	20190920	04/19/2019	11040341-574415	PD	POLICE NEIGHBORHOOD CENTER	\$86.90	0
								1,069.33	
COMMONWEALTH EDISON									
2668									
0255029237-0319	ENERGY SERVICE 2/27/19-3/28/19	CAROL STREAM	20191038	04/27/2019	11050420-541370	PW	ELECTRICITY	\$77.99	0
								77.99	
CONSTELLATION ENERGY SERVICES									
13016									
763464-13-0219	CONSTELLATION-763464-13-0219	CAROL STREAM	20190945	03/31/2019	11174100-541370	SF	ELECTRICITY	\$13,528.11	0
763464-25-0219	CONSTELLATION-763464-13-0219	CAROL STREAM	20190945	03/31/2019	11174100-541370	SF	ELECTRICITY	\$11,181.68	0
763464-33-0219	CONSTELLATION-763464-13-0219	CAROL STREAM	20190945	04/04/2019	11070720-541370	SF	ELECTRICITY	\$78.98	0
763464-34-0219	CONSTELLATION-763464-13-0219	CAROL STREAM	20190945	04/04/2019	11070720-541370	SF	ELECTRICITY	\$28.45	0
763464-35-0219	CONSTELLATION-763464-13-0219	CAROL STREAM	20190945	04/04/2019	11070790-541370	SF	ELECTRICITY	\$337.37	0
763464-36-0219	CONSTELLATION-763464-13-0219	CAROL STREAM	20190945	04/03/2019	11070790-541370	SF	ELECTRICITY	\$344.23	0
763464-37-0219	CONSTELLATION-763464-13-0219	CAROL STREAM	20190945	04/03/2019	11179100-541370	SF	ELECTRICITY	\$263.05	0
763464-46-0319	ENERGY SERVICE 2/27/18-3/28/19	CAROL STREAM	20191063	04/28/2019	51050560-541370	PW	ELECTRICITY/GAS	\$29.32	0
763464-5-0219	CONSTELLATION-763464-13-0219	CAROL STREAM	20190945	03/31/2019	11070720-541370	SF	ELECTRICITY	\$780.50	0
763464-7-0319	ENERGY SERVICE 2/27/18-3/28/19	CAROL STREAM	20191063	04/28/2019	51050560-541370	PW	ELECTRICITY/GAS	\$90.42	0

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								26,662.11	
CONTRACTORS EQUIPMENT RENTAL!									
1511									
113543	BROOM RENTAL	ELMHURST	20190961	04/24/2019	11050420-548110	PW	RENTAL & LEASE-EQUIPMENT	\$94.25	0
								94.25	
CORE & MAIN LP									
12655									
K177297	R-12-19 WATERMAIN PARTS / METI	ST LOUIS	20191124	04/05/2019	51050540-552520	PW	WATER MAIN PARTS	\$178.00	0
K219708	R-12-19 WATERMAIN PARTS / METI	ST LOUIS	20191124	04/05/2019	51050540-552520	PW	WATER MAIN PARTS	\$1,475.00	0
K228122	CREDIT ON A-367 142660 7" BRASS	ST LOUIS		03/06/2019	51050540-552520	FN	WATER MAIN PARTS	\$-50.00	0
K231973	R-12-19 WATERMAIN PARTS / METI	ST LOUIS	20191124	04/10/2019	51050540-552520	PW	WATER MAIN PARTS	\$3,316.00	0
K243716	R-12-19 WATERMAIN PARTS / METI	ST LOUIS	20191124	04/10/2019	51050540-552520	PW	WATER MAIN PARTS	\$1,727.20	0
K252391	R-12-19 WATERMAIN PARTS / METI	ST LOUIS	20191124	04/12/2019	51050540-552520	PW	WATER MAIN PARTS	\$3,957.00	0
								10,603.20	
CUMMINS SALES AND SERVICE									
1584									
F2-81041	PART	WHITE BEAR L	20190962	04/12/2019	11050440-542110	PW	R&M BUILDING	\$138.53	0
								138.53	
CURALINC HEALTHCARE									
829									
9202	FIRST QUARTER 2019 (JAN,FEB,M/	CHICAGO	20191096	04/30/2019	11020150-549990	AD	OTHER CONTRACTUAL SERVICE	\$511.50	0
								511.50	
DANIEL FLORES									
99									
8341-14754	BOND REFUND - 123 ADDISON			05/05/2019	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$35.00	0
								35.00	
DANSCO									
11606									
04042019	COSTUMES	ATTLEBORO	20191004	05/04/2019	11174100-557481	SF	ICE SHOW COSTUMES-PURCHASI	\$448.15	0
								448.15	
DAWN PITTS									
9									
18631	VOLUNTEER FEE REFUND			04/26/2019	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
DE LAGE LANDEN FINANCIAL SERVIC									
983									
63029661	PRINTER AND COPIER LEASE - 4/8	PHILADELPHIA	20190929	04/24/2019	11020180-548110	FN	RENTAL & LEASE - EQUIPMENT	\$1,971.00	0
63070980	SERVICE 4/1-4/30/2019 - 345 E GRE	PHILADELPHIA	20191064	05/06/2019	11020180-548110	FN	RENTAL & LEASE - EQUIPMENT	\$429.00	0

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								2,400.00	
DELUXE ECHOSTAR LLC									
884									
91930576	EXHIBITOR DELIVERY AND SERVIC	LOS ANGELES	20190895	04/21/2019	11070790-540110	SF	POSTAGE/DELIVERY SERVICESS	\$79.90	0
91941261	EXHIBITOR DELIVERY & SERVICE F	LOS ANGELES	20191072	04/30/2019	11070790-540110	SF	POSTAGE/DELIVERY SERVICESS	\$159.80	0
								239.70	
DENISE GLENNON									
9									
18502	VOLUNTEER FEE REFUND			04/26/2019	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
DIVERSIFIED AUDIO GROUP INC									
471									
2019	MIP SOUND & LIGHTING DEPOSIT	ADDISON	20190881	04/25/2019	11070110-577012	CR	MUSIC IN THE PARK	\$8,550.00	0
								8,550.00	
DOG WASTE DEPOT									
1636									
269349	DOG WASTE DISPENSER/BAGS- RI	SAN DIEGO	20190905	04/20/2019	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATOR	\$99.98	0
								99.98	
DOOLEY, BRIAN (E)									
13084									
3/25-26/2019	ILEAS CONFERENCE HOTEL - 3/25-	SCHAUMBURG		04/27/2019	11040110-521510	PD	TRAINING PROGRAMS/SESSIONS	\$79.10	0
								79.10	
DUPAGE COUNTY									
269									
IA 504	DATA PROCESS FEE-1ST QRTR 20	WHEATON	20190924	04/05/2019	11040380-542100	PD	MAINTENANCE AGREEMENTS	\$750.00	0
								750.00	
DUPAGE COUNTY HEALTH DEPARTMI									
10124									
IN0020457	ANNUAL FOOD PERMIT - SUNDAE'S	WHEATON	20190997	04/18/2019	11070790-561310	SF	PERMITS & LICENSES	\$238.00	0
								238.00	
DUPAGE WATER COMMISSION									
5295									
FEBRUARY 2019	CONSUMPTION 1/31/19-2/28/19	ELMHURST	20190802	04/12/2019	51050550-545520	PW	DUPG WTR COMM-WATER PURCH	\$215,591.48	9005462
								215,591.48	
EMELY COTTO									
9									
12786	VOLUNTEER FEE REFUND			04/26/2019	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0

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								50.00	
ENVIRONMENTAL RESOURCE ASSOC									
8777									
895530	COLIFORM MICROBE	ARVADA	20191058	04/21/2019	51050570-552550	PW	LAB SUPPLIES	\$458.82	0
								458.82	
ERIC ZODROW									
13081									
3/25-26/2019	ILEAS CONFERENCE HOTEL & FUE	HOMER GLEN		04/27/2019	11040110-521510	PD	TRAINING PROGRAMS/SESSIONS	\$126.56	0
								126.56	
ERIC M BLAESING									
11355									
2051	REPLACEMENT RUNNERS - GREEN	MACHESNEY P	20190917	04/22/2019	11174100-542610	SF	R&M OLYMPIA	\$498.96	0
								498.96	
ERICA ASHAUER									
99									
8928-12984	BOND REFUND - 165 MASON			05/05/2019	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
								105.00	
ETS INTELLIGENCE, LLC									
809									
19031308	EMPLOYMENT BACKGROUND SCR	SCHAUMBURG	20191094	04/30/2019	11020150-562510	AD	CLAIM PAYMTS-GENERAL LIABILIT	\$105.00	0
								105.00	
EVAN K SUMMERS (E)									
1266									
04042019	PARK CHICAGO PARKING	BENSENVILLE		05/04/2019	11020110-522110	FN	EXPENSE REIMBURSEMENT	\$8.00	0
04052019	MAMA MARIA'S - LUNCH MEETING	BENSENVILLE		05/05/2019	11020110-522110	FN	EXPENSE REIMBURSEMENT	\$47.94	0
								55.94	
E-VERGENT.COM LLC									
1642									
N7333-5	WIRELESS INTERNET BACKUP	RACINE	20191015	04/12/2019	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$579.80	0
								579.80	
EXCEL SCREEN PRINTING AND EMBR									
1205									
220184	PROMOTIONAL ITEMS	SCHILLER PAR	20191099	05/08/2019	11020170-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$876.25	0
								876.25	
FAF INC									
9									
PS21616	OVERPAYMENT ON POLICE CITATI			05/01/2019	11000000-444112	FN	FINES- PARKING	\$125.00	0

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								125.00	
FEDDERSEN, SUSAN									
1485									
10000500	WAHOO WINTER '18-'19 SWIMMER	BENSENVILLE		04/26/2019	11000000-237695	FN	WAHOO SWIM TEAM	\$845.64	0
								845.64	
FEDERAL EXPRESS CORPORATION									
2810									
6-495-42806	FEDEX MAILING FOR TAX ABATEM	PALATINE	20191109	04/19/2019	11010030-549990	AD	OTHER CONTRACTUAL SERVICE	\$25.56	0
								25.56	
FERRELLGAS									
136									
1105922570	PROPANE REFILL- JOHN ST.	DENVER	20191070	04/25/2019	11174100-541385	SF	GAS-PROPANE	\$47.73	0
1105922584	PROPANE REFILL- JOHN ST.	DENVER	20191070	04/25/2019	11174100-541385	SF	GAS-PROPANE	\$105.88	0
1106028761	PROPANE REFILL- JEFFERSON	DENVER	20190998	05/02/2019	11174100-541385	SF	GAS-PROPANE	\$53.05	0
								206.66	
FIRST CLASS AWARDS									
9									
20190315	TROPHIES & MEDALS FOR WAHOC			04/14/2019	11000000-237695	FN	WAHOO SWIM TEAM	\$314.50	0
								314.50	
FLEETPRIDE INC									
511									
23431756	HITCH CLIP WITH CHAIN	DALLAS	20191026	04/24/2019	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$30.37	0
23807434	HITCH CLIP WITH CHAIN	DALLAS	20191026	04/28/2019	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$5.14	0
								35.51	
FOREST AWARDS & ENGRAVING									
10846									
84836	NOTARY STAMP: FERGUSON & TR	WOOD DALE	20191119	05/01/2019	11010030-549990	AD	OTHER CONTRACTUAL SERVICE	\$5.00	0
84836	NOTARY STAMP: FERGUSON & TR	WOOD DALE	20191119	05/01/2019	11010030-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$52.40	0
								57.40	
FUL LIFE LLC									
355									
48949	CALIBRATION SERVICE & CERTIFI	ROSELLE	20190948	04/11/2019	51050570-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$77.50	0
48985	GLOVES, NYLON SUPER DEX W/ BI	ROSELLE	20190948	04/13/2019	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$21.00	0
								98.50	
GARY JOHNSTON									
349									
FEBRUARY 2019	TRUCK PERMIT SERVICES-FEB201	ELBURN	20190925	04/15/2019	11040110-532100	PD	PROFESSIONAL SERVICES	\$1,083.96	0
JANUARY 2019	TRUCK PERMIT SERVICES-JAN201	ELBURN	20190926	04/15/2016	11040110-532100	PD	PROFESSIONAL SERVICES	\$338.76	0

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								1,422.72	
GEIB INDUSTRIES									
2833									
572070-001	SUPPLIES	BENSENVILLE	20190968	04/12/2019	11050440-542110	PW	R&M BUILDING	\$6.86	0
572121-001	SUPPLIES	BENSENVILLE	20190968	04/12/2019	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$8.65	0
572511-001	SUPPLIES	BENSENVILLE	20190968	04/18/2019	51050540-542410	PW	R&M VEHICLES	\$20.24	0
572953-001	SUPPLIES	BENSENVILLE	20190968	04/24/2019	51050540-542410	PW	R&M VEHICLES	\$1.40	0
573032-001	SUPPLIES	BENSENVILLE	20190968	04/25/2019	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$35.84	0
573317-001	HOSES	BENSENVILLE	20191040	04/27/2019	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$65.44	0
573370-001	PARTS FOR SUPER STAR	BENSENVILLE	20191002	04/28/2019	11070720-542310	SF	R & M EQUIPMENT	\$91.73	0
573639-001	HOSES	BENSENVILLE	20191040	05/02/2019	11050420-542410	PW	R & M VEHICLES	\$8.56	0
573826-001	ADAPTER FOR THE SUPER STAR	BENSENVILLE	20191076	05/03/2019	11070720-542310	SF	R & M EQUIPMENT	\$23.86	0
								262.58	
GEM BUILDING CONTRACTORS, INC									
99									
8882-32550	BOND REFUND - 460 IRVING PARK			05/05/2019	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$225.00	0
								225.00	
GEM DOCK AND DOOR									
1411									
2362	SERVICE CALL - MECHANICS BAY	BENSENVILLE	20190959	04/17/2019	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$208.00	0
								208.00	
GENERAL DYNAMICS ORDNANCE & T.									
1612									
70765	SIMUNITION TRAINING COURSE-LA	AVON	20190933	01/31/2019	11040340-521510	PD	TRAINING PROGRAMS/SESSIONS	\$620.00	0
								620.00	
GENERAL MEDICAL DEVICES INC									
466									
62788	ELECTRODES FOR AED PACKS-QL	PALATINE	20182874	08/17/2018	11040340-542310	PD	R&M EQUIPMENT	\$1,659.87	0
								1,659.87	
GOLD MEDAL-CHICAGO									
9695									
352709	FOOD ITEMS FOR SUNDAE'S TOO	BENSENVILLE	20190916	04/24/2019	11070790-557810	SF	FOOD ITEMS	\$530.96	0
								530.96	
GRAINGER									
2841									
9097315817	CREDIT ON RUBBER, RECYCLED, '	PALATINE		02/25/2019	11050420-542410	FN	R & M VEHICLES	\$-299.62	0
9128107662	SEWAGE PUMP	PALATINE	20191041	04/26/2019	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$713.15	0
								413.53	

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GRAND SUBARU									
1509									
2018	ST-556 REBATE FOR 2018	BENSENVILLE	20191131	05/11/2019	11030110-566090	FN	DEVELOPER REIMBURSEMENTS	\$309,552.74	0
								309,552.74	
GREAT LAKE THEATRE SERVICE, LTC									
319									
MARCH 2019	MARCH BOOKING MOVIES FEE	AURORA	20191071	04/28/2019	11070790-541460	SF	BOOKING FEES	\$375.00	0
								375.00	
GREAT LAKES CONCRETE LLC									
1549									
232578	STORM BASIN STOCK	CHICAGO	20191106	04/10/2019	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$3,595.86	0
								3,595.86	
GW & ASSOCIATES PC									
1525									
1903071	AUDIT FY 201 SERVICES RENDERE	CHICAGO HEIG	20191102	04/28/2019	11030110-532320	FN	AUDITING SERVICES	\$12,875.00	0
								12,875.00	
HD SUPPLY FACILITIES									
1062									
9170563523	FAUCETS	SAN DIEGO	20190898	04/04/2019	11174100-542310	SF	R&M EQUIPMENT	\$450.30	0
								450.30	
HD SUPPLY WHITE CAP									
679									
31386277	CREDIT ON BLACK N-FERNO 2 LAY	ELK GROVE VII		01/11/2019	51050540-554810	FN	UNIFORMS	\$-11.39	0
50009892532	SUPPLIES	ELK GROVE VII	20190952	03/31/2019	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$22.99	0
50009896706	SUPPLIES	ELK GROVE VII	20190952	03/31/2019	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$79.92	0
								91.52	
HERITAGE-CRYSTAL CLEAN									
10574									
15584677	PARTS WASHER SERVICE	CHICAGO	20190981	04/10/2019	11050490-549990	PW	OTHER CONTRACTUAL SERVICE	\$466.45	0
								466.45	
HERSHEY CREAMERY COMPANY									
13115									
INVE0014092364	FOOD ITEMS FOR SUNDAES TOO	HARRISBURG	20190922	04/21/2019	11070790-557810	SF	FOOD ITEMS	\$310.00	0
								310.00	
HIGH PSI LTD									
6004									
62379	VACUUM SWITCH	GLENDALE HTS	20190974	04/13/2019	11050440-542110	PW	R&M BUILDING	\$63.28	0

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								63.28	
HOLLAND & KNIGHT									
11987									
CVS 4995-01	LEGAL REVIEW FEES COMPENSAT	CHICAGO	20191133	05/11/2019	11020120-533110	FN	LEGAL SERVICES-GENERAL	\$5,000.00	0
								5,000.00	
HOME DEPOT CREDIT SERVICES									
7665									
0053279	POST HOLE DIGGER	LOUISVILLE	20191003	05/03/2019	11070720-542310	SF	R & M EQUIPMENT	\$32.98	0
0053279	POST HOLE DIGGER	LOUISVILLE	20191003	05/03/2019	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATOR	\$49.57	0
1220715	CREDIT ON SAFE SNRS	LOUISVILLE		02/21/2019	11050440-542110	PW	R&M BUILDING	\$-39.98	0
1593761	SUPPLIES	LOUISVILLE	20191055	04/12/2019	11050420-554810	PW	UNIFORMS	\$265.52	0
4032166	HARDWARE SUPPLIES	LOUISVILLE	20190978	04/19/2019	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$60.93	0
4041189	SUPPLIES	LOUISVILLE	20191055	04/19/2019	11050430-554510	PW	SMALL TOOLS & EQUIPMENT	\$13.02	0
4562872	SUPPLIES	LOUISVILLE	20191055	04/19/2019	11050420-552670	PW	MATERIAL/SUPPLIES-ST LIGHTS	\$7.25	0
6022425	SUPPLIES	LOUISVILLE	20191055	04/27/2019	11050430-554510	PW	SMALL TOOLS & EQUIPMENT	\$131.70	0
6031898	Tools	LOUISVILLE	20190874	04/17/2019	11020190-554510	AD	SMALL TOOLS & EQUIPMENT	\$125.06	0
8011974	SUPPLIES	LOUISVILLE	20191055	04/25/2019	11050440-554810	PW	UNIFORMS - PURCHASE	\$94.91	0
9022198	SUPPLIES	LOUISVILLE	20191055	04/24/2019	11050440-542110	PW	R&M BUILDING	\$128.88	0
								869.84	
HOME SWEET HOMES INC									
99									
8604-38508	BOND REFUND - 151 CENTER			05/05/2019	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								70.00	
HR GREEN INC									
876									
125312	R-9-17 ELGIN O'HARE PLAN REVIEW	CEDAR RAPIDS	20190462	04/13/2019	31080810-536513	PW	ENG SVC - DESIGN	\$2,783.16	0
								2,783.16	
ICE SPORTS INDUSTRY									
7664									
18212	SKATER MEMBERSHIP DUES	PLANO	20190914	04/17/2019	11174100-521110	SF	MEMBERSHIP DUES	\$705.00	0
								705.00	
ICMA_RC RETIREMENT									
3096									
03222019	ICMA-ROTH 3/22/19		20190886	04/21/2019	11000000-213300	FN	PAYROLL DEDUCT'N-ROTH IRA	\$1,165.81	9005457
03222019A	ICMA PR WH 3/22/19		20190907	04/21/2019	11000000-213100	FN	PAYROLL DEDUCT'N-DEF COMP	\$11,549.10	9005458
04052019	ICMA- PR WH 4/5/19		20191112	05/05/2019	11000000-213100	FN	PAYROLL DEDUCT'N-DEF COMP	\$11,474.36	9005481
04052019A	ROTH ICMA- PR WH 4/5/19		20191018	05/05/2019	11000000-213300	FN	PAYROLL DEDUCT'N-ROTH IRA	\$1,165.81	9005482
								25,355.08	

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IKRAM KHAMRAKULOV									
9									
PS21720	OVERPAYMENT ON POLICE CITATI			05/03/2019	11000000-444112	FN	FINES- PARKING	\$125.00	0
								125.00	
IL. MUNICIPAL RETIREMENT FUND									
2882									
84048	IMRF CONTRIBUTIONS MARCH 201	OAK BROOK	20191110	04/27/2019	11000000-212110	FN	PAYROLL DEDUCT'N-IMRF	\$61,859.16	9005477
								61,859.16	
ILLCO INC									
1039									
3438700	CLEANING SUPPLIES FOR FREEZE	AURORA	20190986	04/19/2019	11070790-542310	SF	R&M EQUIPMENT	\$25.74	0
3439318	GASKET FOR THE POOL HEATER	AURORA	20191074	04/28/2019	11070760-542310	SF	R&M EQUIPMENT	\$9.46	0
								35.20	
ILLINOIS ASSOCIATION OF CHIEFS OF									
2880									
2126	2019 MEMBERSHIP FEE-DOOLEY-II	SPRINGFIELD	20191088	01/31/2019	11040110-521110	PD	MEMBERSHIP DUES	\$95.00	0
								95.00	
ILLINOIS COMMUNICATIONS SALES IN									
1536									
101002986-1	PROGRAMMING ALL BENSENVILLE	CHICAGO	20191105	05/03/2019	11020190-542510	AD	R&M COMMUNICATIONS SYSTEM	\$1,700.00	0
								1,700.00	
ILLINOIS DEPARTMENT OF REVENUE									
3098									
03222019	IL STATE PR TAX WH 3/22/19	SPRINGFIELD	20190908	04/21/2019	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$15,553.84	9005461
04052019	IL STATE PR TAX TAX WH 4/5/19	SPRINGFIELD	20191113	05/05/2019	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$14,818.01	9005478
MARCH 2019	SALES TAX PAYABLE MARCH 2019	SPRINGFIELD		04/30/2019	11000000-265010	FN	SALES TAX PAYABLE	\$841.00	9005468
MARCH 2019	SALES TAX PAYABLE MARCH 2019	SPRINGFIELD		04/30/2019	11000000-437295	FN	MISC REVENUE-REDMOND	\$-15.00	9005468
								31,197.85	
ILLINOIS PUBLIC WORKS MUTUAL AID									
848									
27	MEMBERSHIP RENEWAL 3/27/19-3/	ST. CHARLES	20191029	04/26/2019	11050110-521110	PW	MEMBERSHIP DUES	\$250.00	0
								250.00	
ILLINOIS TACTICAL OFFICERS ASSOC									
5107									
04242519MP	TRAINING-PTAK-INV #04242519MP	FRANKFORT	20190937	05/02/2019	11040340-521510	PD	TRAINING PROGRAMS/SESSIONS	\$325.00	0
								325.00	
INTERNATIONAL INSTITUTE OF									
12254									

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2019	INTERNATIONAL INSTITUTE OF MU	RANCO CUCAM	20190684	05/10/2019	11010030-521110	AD	MEMBERSHIP DUES	\$170.00	0
								170.00	
IRIS STERLING									
9									
19062	VOLUNTEER FEE REFUND			04/26/2019	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
J & S PLUMBING INC									
99									
8351-17403	BOND REFUND - 176 ADDISON			05/05/2019	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
								105.00	
JAMES J BENES & ASSOC, INC									
7894									
1580.000E	R-112-18 2019 VLG WATERMAIN IM	LISLE	20190475	03/30/2019	31080860-536513	PW	ENG SVC - DESIGN	\$5,591.19	0
1585.000C	R-124-18 DESIGN ENG SERV 2019	LISLE	20190476	03/30/2019	31050400-596000	PW	CAPITAL CONSTRUCTION	\$739.23	0
1585.000C	R-124-18 DESIGN ENG SERV 2019	LISLE	20190476	03/30/2019	51080860-596000	PW	CAPITAL CONSTRUCTION	\$398.04	0
1587.000B	2018 RESIDENTIAL STREET LIGHTI	LISLE	20190477	03/30/2019	31080810-536510	PW	ENGINEERING SERVICES	\$1,653.94	0
								8,382.40	
JASON TYSON (E)									
771									
03/18-21/2019	WATERCON CONF. 3/18-21/2019	ISLAND LAKE		04/20/2019	51050110-521510	FN	EDUC/SEMRS/MTGS/TRNG	\$437.47	0
								437.47	
JC LIGHT, LLC									
1289									
03041441	CAN	CHICAGO	20190958	04/21/2019	11050440-542110	PW	R&M BUILDING	\$4.84	0
03041656	SIDING STAIN - REDMOND PARK	CHICAGO	20190988	04/28/2019	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATOR	\$35.28	0
								40.12	
JENNIFER YOO (E)									
1640									
CK1001806674	STALE PAYROLL CHECK FROM AU	BENSENVILLE	20190935	04/27/2019	11174100-511120	FN	SALARIES-REGULAR PART-TIME	\$18.47	0
								18.47	
JOHN SAKASH COMPANY, INC.									
4237									
403249	SUPPLIES	ELMHURST	20190972	04/14/2019	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$28.87	0
403250	SUPPLIES	ELMHURST	20190972	04/14/2019	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$212.48	0
								241.35	
JOLANTA KISIOLEK									
9									
21501	VOLUNTEER FEE REFUND			04/26/2019	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0

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JORSON & CARLSON CO., INC.								50.00	
7925									
0578243	KNIVES CLEANED AND SHARPENE	ELK GROVE VII	20191080	05/02/2019	11174100-542610	SF	R&M OLYMPIA	\$39.94	0
								39.94	
KATIE KRAJECKI									
9									
21189	VOLUNTEER FEE REFUND			04/26/2019	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
KAWTHER SAADEH									
9									
19034	VOLUNTEER FEE REFUND			04/26/2019	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
KIMBERLY KOLLIAS									
9									
12783	VOLUNTEER FEE REFUND			04/26/2019	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
KIRK SALTENBERGER									
9									
14967	VOLUNTEER FEE REFUND			04/26/2019	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
KRISTEN SOSA									
9									
12791	VOLUNTEER FEE REFUND			04/26/2019	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
LAKE CABLE, LLC									
99									
8850-36320	BOND REFUND - 701 MAPLE			05/05/2019	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
								180.00	
LANER MUCHIN LTD									
11469									
558961	LEGAL SERVICES PERFORMED TH	CHICAGO	20191121	05/01/2019	11020120-533110	AD	LEGAL SERVICES-GENERAL	\$3,348.75	0
								3,348.75	
LAW OFFICES OF JOHN Z TOSCAS									
12719									
032119PO	032119 PARKING/ORDINANCE VIOL	PALOS HEIGHT		04/21/2019	11040110-533100	FN	LEGAL SERVICES	\$600.00	0
032119RL	032119 RED LIGHT VIOLATIONS	PALOS HEIGHT		04/21/2019	11040110-549990	FN	OTHER CONTRACTUAL SERVICE	\$300.00	0

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032319RLM 033119	032319 & 033119 RED LIGHT - CON	PALOS HEIGHT		05/01/2019	11040110-549990	FN	OTHER CONTRACTUAL SERVICE	\$150.00	0
								1,050.00	
LBA RVI-COMPANY IX, LLC									
99									
8878-39098	BOND REFUND - 1062 SOUTH THOI			05/05/2019	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
								180.00	
LCH CONSTRUCTION INC									
99									
8954-39280	BOND REFUND - 617 HILLSIDE			05/05/2019	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								70.00	
LINDAHL BROTHERS INC									
338									
12916	R-168-18 SAND STONE DELIVERY /	BENSENVILLE	20190069	04/19/2019	51050540-552610	PW	GRAVEL/ASPHALT	\$992.79	0
12916	R-168-18 SAND STONE DELIVERY /	BENSENVILLE	20190069	04/19/2019	51050540-579990	PW	DISPOSAL CHARGES	\$3,658.11	0
84306	R-168-18 SAND STONE DELIVERY	BENSENVILLE	20190069	04/08/2019	51050540-552610	PW	GRAVEL/ASPHALT	\$3,653.81	0
								8,304.71	
LIPUT, JAMES JR									
1155									
04011963103Q	SUBSCRIPTION SOLUS SCANNER	NORRIDGE	20191033	05/01/2019	11050490-554510	PW	SMALL TOOLS & EQUIPMENT	\$780.00	0
11051856963	TOOL	NORRIDGE	20183854	12/05/2018	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$21.05	0
								801.05	
MADDOCK INDUSTRIES, INC.									
1504									
83939	MOTOR	CHICAGO	20190849	04/13/2019	11050440-542110	PW	R&M BUILDING	\$582.00	0
								582.00	
MAHER LUMBER HARDWARE									
2912									
1903-591831	INVOICE 1903-591831 2X6-12 BTR	WOOD DALE	20191042	04/21/2019	51050540-552520	PW	WATER MAIN PARTS	\$35.46	0
								35.46	
MAREK ZALESKI									
99									
4891-29576	BOND REFUND - 675 JOHN			05/08/2019	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$2,717.00	0
								2,717.00	
MARIA ESCOBAR									
9									
18620	VOLUNTEER FEE REFUND			04/26/2019	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	

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MARIE SARVIDA									
9									
12779	VOLUNTEER FEE REFUND			04/26/2019	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
MARILYN TOMASEK									
99									
8644-311026	BOND REFUND - 444 PARK			05/05/2019	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								70.00	
MARIUSZ MICHALCZAK									
99									
7578-28098	BOND REFUND - 1306 MEDINAH			05/05/2019	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$35.00	0
								35.00	
MARQUARDT & BELMONTE P.C.									
127									
9640	VILLAGE PROSECUTIONS & ADMIN	WHEATON		04/30/2019	11020120-533210	FN	LEGAL SERVICES-PROSECUTION	\$5,145.60	0
								5,145.60	
MC MASTER-CARR SUPPLY COMPAN'									
2917									
90594318	LUBRICANT, DRILL BIT	CHICAGO	20191044	04/27/2019	11050420-542410	PW	R & M VEHICLES	\$90.21	0
90609775	PVC PIPE - POOL HEATER	CHICAGO	20190993	04/27/2019	11070760-542310	SF	R&M EQUIPMENT	\$30.67	0
90854908	BELTS FOR WEST RINK DEHUMIDII	CHICAGO	20190994	05/01/2019	11174100-542110	SF	R & M HVAC	\$88.92	0
								209.80	
MCCANN INDUSTRIES INC									
2916									
P01486	PART	CHICAGO	20191043	04/25/2019	11050420-542410	PW	R & M VEHICLES	\$1,626.30	0
								1,626.30	
MEGAN MASSENGALE									
99									
8927-28174	BOND REFUND - 429 GRACE			05/05/2019	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								70.00	
MEL'S CAR CARE CENTER									
10199									
29746	RADIATOR REPAIR #222	MELROSE PAR	20191059	04/27/2019	51050540-542410	PW	R&M VEHICLES	\$533.00	0
29747	RADIATOR REPAIR #222	MELROSE PAR	20191059	04/27/2019	51050540-542410	PW	R&M VEHICLES	\$193.00	0
								726.00	
MENARDS-GLENDALE HEIGHTS									
11265									
30407	SUPPLIES	GLENDALE HEI	20191061	04/27/2019	11050440-542310	PW	R&M EQUIPMENT	\$59.91	0

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								59.91	
METRO TANK AND PUMP COMPANY									
1366									
15532	MONTHLY UST INSPECTION CHUR	WHEELING	20190273	04/14/2019	51050560-549990	PW	OTHER CONTRACTUAL SERVICES	\$470.00	0
								470.00	
METROPOLITAN ALLIANCE POLICE									
8009									
03222019	UNION DUES MARCH 2019	BOLINGBROOK	20190889	04/21/2019	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$1,152.00	9005454
								1,152.00	
MEYER-CENTURY LABS									
7582									
0676956-IN	LAB SUPPLIES	BLUE SPRINGS	20191054	04/24/2019	51050570-552550	PW	LAB SUPPLIES	\$40.78	0
								40.78	
MICHAEL BERANEK (E)									
1643									
4/1-4/3/2019	MUNICIPAL ENGINEERING FUNDAM	LAKE IN THE HI		05/03/2019	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$188.97	0
								188.97	
MICHON SIGINNG AND WINDOWS									
99									
8944-39255	BOND REFUND - 750 GEORGE			05/05/2019	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								70.00	
MIDCO INC									
1217									
333450	CAMERAS NOT WORKING-INV #333	BURR RIDGE	20190852	04/06/2019	11040380-542100	PD	MAINTENANCE AGREEMENTS	\$120.00	0
								120.00	
MILLER COOPER & CO LTD									
1163									
APRIL 2019	HEALTH INSURANCE APRIL 2019	DEERFIELD	20190930	05/01/2019	11000000-214110	AD	PAYROLL DEDUCT'N-HEALTH INS	\$145,792.19	9005466
APRIL 2019	HEALTH INSURANCE APRIL 2019	DEERFIELD	20190930	05/01/2019	11000000-214120	AD	PAYROLL DEDUCT'N-LIFE INS	\$1,154.69	9005466
APRIL 2019	HEALTH INSURANCE APRIL 2019	DEERFIELD	20190930	05/01/2019	11000000-214160	AD	PAYROLL DEDUCT'N-DENTAL INS	\$8,801.07	9005466
								155,747.95	
MILLER INDUSTRIAL									
6509									
PSI014085	SUPPLIES	ELK GROVE VII	20191052	03/21/2019	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$19.99	0
PSI015902	TARP/CORD-INV #PS1015902	ELK GROVE VII	20190940	03/30/2019	11040340-548410	PD	ANIMAL CONTROL SERVICES	\$15.28	0
PSI016804	SUPPLIES	ELK GROVE VII	20191052	04/04/2019	11050440-542110	PW	R&M BUILDING	\$12.27	0
PSI016804	SUPPLIES	ELK GROVE VII	20191052	04/04/2019	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$1.15	0
PSI016804	SUPPLIES	ELK GROVE VII	20191052	04/04/2019	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$3.26	0

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12800

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MUNICIPAL FLEET MANAGERS ASSOCIATION									
1059									
19-008	MEMBERSHIP 4/2/2019-4/1/2020	LEHIGH ACRES	20191032	05/08/2019	11050110-521110	PW	MEMBERSHIP DUES	\$30.00	0
								30.00	
MUNICIPAL GIS PARTNERS INC									
1080									
4555	R-145-18 GIS CONSORTIUM SERVICE	DES PLAINES	20190074	04/30/2019	11050110-532100	PW	PROFESSIONAL SERVICES	\$3,395.33	0
4555	R-145-18 GIS CONSORTIUM SERVICE	DES PLAINES	20190074	04/30/2019	51050110-532100	PW	PROFESSIONAL SERVICES	\$3,395.34	0
								6,790.67	
MUNICIPAL SYSTEMS INC									
12974									
16372	MOVE/ABC PRGM FEE-FEB19-INV #	PALOS HTS	20190860	03/31/2019	11040110-540110	PD	POSTAGE/DELIVERY SERVICE	\$93.75	0
16373	PARK/ORD PRGM FEE-FEB19-INV #	PALOS HTS	20190878	03/31/2019	11040110-542100	PD	MAINTENANCE AGREEMENTS	\$7,443.00	0
16474	POSTAGE-LATE TICKET NOTICES-	PALOS HTS	20190859	03/31/2019	11040110-540110	PD	POSTAGE/DELIVERY SERVICE	\$346.43	0
								7,883.18	
NAFISCO INC									
9986									
00008155	SIGNS	ROMEOVILLE	20190979	04/11/2019	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$294.86	0
								294.86	
NATIONAL LIFT TRUCK									
11658									
IV190210901	SERVICE ON LIFT TRUCK- JOHN ST	CAROL STREAM	20191082	03/30/2019	11174100-542310	SF	R&M EQUIPMENT	\$69.19	0
								69.19	
NCPERS IL IMRF									
5424									
0582042019	IMRF CONTRIBUTIONS - MAY 2019	JACKSONVILLE	20190938	04/12/2019	11000000-214120	FN	PAYROLL DEDUCT'N-LIFE INS	\$128.00	0
								128.00	
NEON RATED LLC									
1519									
APOLLO 11 WK1	MOVIE RENTAL FEE- APOLLO 11	SAN ANTONIO	20190991	04/27/2019	11070790-547910	SF	MOVIE RENTAL FEES	\$169.97	0
								169.97	
NICOR									
2673									
20557800008-0319	GAS SERVICE 2/27/19-3/27/19	CAROL STREAM	20191107	04/26/2019	51050550-541370	PW	ELECTRICITY/GAS	\$174.72	0
61437400007-0319	GAS SERVICE 2/27/19-3/27/19	CAROL STREAM	20191107	04/28/2019	51050570-541370	PW	ELECTRICITY/GAS	\$2,462.03	0
71947800000-0219	NICOR GAS SERVICE	CAROL STREAM	20190964	04/17/2019	51050550-541370	PW	ELECTRICITY/GAS	\$288.28	0
								2,925.03	

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NORTH EAST MULTI-REGIONAL TRNG									
2941									
252261	TRAINING-HERRERA-INV #252261	NORTH AUROR	20191089	04/28/2019	11040360-521510	PD	TRAINING PROGRAMS/SESSIONS	\$100.00	0
								100.00	
NSN EMPLOYER SERVICES INC									
12734									
3312	NSN EMPLOYER SERVICES - MANA	CHICAGO	20190944	05/01/2019	11020130-532100	AD	PROFESSIONAL SERVICES	\$309.00	0
								309.00	
OLD SECOND BANK									
1338									
03222019	PAYROLL TAXES- 3/22/19 FEDERAL		20190903	04/21/2019	11000000-212010	FN	PAYROLL DEDUCT'N-FED INC TX	\$37,427.90	9005460
03222019	PAYROLL TAXES- 3/22/19 FEDERAL		20190903	04/21/2019	11000000-212020	FN	PAYROLL DEDUCT'N-SOC SEC	\$28,681.79	9005460
03222019	PAYROLL TAXES- 3/22/19 FEDERAL		20190903	04/21/2019	11000000-212030	FN	PAYROLL DEDUCT'N-MEDICARE	\$10,268.80	9005460
04052019	PAYROLL TAXES - FEDERAL, SOCI		20191101	05/05/2019	11000000-212010	FN	PAYROLL DEDUCT'N-FED INC TX	\$35,530.00	9005479
04052019	PAYROLL TAXES - FEDERAL, SOCI		20191101	05/05/2019	11000000-212020	FN	PAYROLL DEDUCT'N-SOC SEC	\$27,210.41	9005479
04052019	PAYROLL TAXES - FEDERAL, SOCI		20191101	05/05/2019	11000000-212030	FN	PAYROLL DEDUCT'N-MEDICARE	\$9,775.66	9005479
								148,894.56	
PADDOCK PUBLICATIONS INC									
7111									
10849	THEATER SHOWTIMES - ACCT #10	CAROL STREAI	20191078	04/30/2019	11070790-541145	SF	ADVERTISING	\$279.93	0
2/12-4/8/2019	PAPER DELIVERY - ACCT #943695	CAROL STREAI	20190053	05/08/2019	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$60.00	0
6622A	LEGAL NOTICES - ACCT# 107649	CAROL STREAI	20190977	04/05/2019	11050110-532100	PW	PROFESSIONAL SERVICES	\$55.20	0
8541	LEGAL NOTICES - ACCT# 107649	CAROL STREAI	20190977	04/05/2019	11050110-532100	PW	PROFESSIONAL SERVICES	\$67.50	0
								462.63	
PARAMOUNT PICTURES									
7130									
WONDER PARK W	MOVIE RENTAL FEE- WONDER PAF	DALLAS	20191079	05/04/2019	11070790-547910	SF	MOVIE RENTAL FEES	\$190.38	0
								190.38	
PARENT PETROLEUM									
11416									
1252167	MULTI PURPOSE ATF	ST CHARLES	20190984	04/14/2019	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$395.45	0
1255022	OIL , ANTI FREEZE	ST CHARLES	20191062	04/28/2019	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$733.70	0
								1,129.15	
PARTNERS AND PAWS VETERINARY S									
819									
61585	REMOVE MASS/DENT CLEANING-A	LISLE	20190985	03/27/2019	11040360-522110	PD	EXPENSE REIMBURSEMENT	\$692.07	0
								692.07	

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PAYLOCITY									
12843									
104919399	PAYROLL FEES 3/22/19	ARLINGTON HE	20190892	04/21/2019	11030110-532310	FN	PAYROLL SERVICES	\$1,549.29	9005451
104967607	PAYROLL FEES 4/5/19	ARLINGTON HE	20191023	05/05/2019	11030110-532310	FN	PAYROLL SERVICES	\$1,026.90	9005470
								2,576.19	
PEGGY GIORDANO									
9									
38812	VOLUNTEER FEE REFUND			04/26/2019	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
PETTY CASH									
6133									
04082019-FINANC	PETTY CASH REPLENISH	BENSENVILLE	20191068	05/08/2019	11030110-522110	FN	EXPENSE REIMBURSEMENT	\$15.32	0
04082019-FINANC	PETTY CASH REPLENISH	BENSENVILLE	20191068	05/08/2019	11174100-552110	FN	MATERIALS/SUPPLIES-OPERATIO	\$57.00	0
04082019-THEATE	PETTY CASH USED FOR FOOD PUI	BENSENVILLE	20191067	05/08/2019	11070790-557810	FN	FOOD ITEMS	\$26.23	0
04102019-FINANC	LUNCH AND LEARN REIMBURSEME	BENSENVILLE	20191128	05/10/2019	11020130-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$30.06	0
04102019-THEATE	THEATER FOOD PURCHASES	BENSENVILLE	20191127	05/10/2019	11070790-557810	FN	FOOD ITEMS	\$26.86	0
								155.47	
PORTER PIPE & SUPPLY CO									
1201									
11838406-00	RELIEF VALVE	CHICAGO	20190957	01/31/2019	11050440-542110	PW	R&M BUILDING	\$163.03	0
								163.03	
QUANTUM LABS INC									
895									
INV-438681	GLOVES	MINNEAPOLIS	20190954	04/17/2019	51050570-554510	PW	SMALL TOOLS & EQUIPMENT	\$174.72	0
								174.72	
RAY O'HERRON CO.-OAKBROOK TERI									
11033									
1865995-IN	UNIFORMS-INV # 1865995-IN	LOMBARD	20190857	01/11/2019	11040340-554810	PD	UNIFORMS - PURCHASE	\$366.95	0
1902792-IN	100 CANS OF GEL PEPPER SPRAY	LOMBARD	20190856	02/14/2019	11040340-521510	PD	TRAINING PROGRAMS/SESSIONS	\$1,385.32	0
								1,752.27	
RED WING BUSINESS ADVANTAGE AC									
936									
1003029	SAFETY BOOTS RALPH ZAPOTOCZ	DALLAS	20191031	05/04/2019	11050440-554810	PW	UNIFORMS - PURCHASE	\$157.24	0
								157.24	
REPUBLIC SERVICES									
8087									
0551-014383214	SERVICE 3/1-3/31/2019	LOUISVILLE	20191117	04/30/2019	57020580-579990	FN	DISPOSAL CHARGES	\$79,844.54	0
								79,844.54	

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RES PUBLICA GROUP									
1322									
MARCH 2019	MONTHLY RETAINER FOR MARCH	CHICAGO	20191100	05/04/2019	11020170-576010	AD	ECONOMIC DEVELOPMENT INITIA	\$4,000.00	0
								4,000.00	
REVOLUTION DANCEWEAR LLC									
1007									
04042019	COSTUMES	NILES	20191000	05/04/2019	11174100-557481	SF	ICE SHOW COSTUMES-PURCHASI	\$699.82	0
								699.82	
RITEWAY PEST CONTROL INC									
1416									
246396	BLANKET PO FOR PEST CONTROL	ELMHURST	20190078	05/01/2019	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$175.00	0
264394	BLANKET PO FOR PEST CONTROL	ELMHURST	20190078	05/01/2019	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$175.00	0
								350.00	
RKD CONSTRUCTION SUPPLIES & EQ									
6908									
1/451290	TOOLS	NORTHLAKE	20190975	04/13/2019	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$260.00	0
								260.00	
ROBYN HAGER (E)									
1472									
CK1001800535	STALE PAYROLL CHECK FROM AU	BENSENVILLE	20190931	04/27/2019	11174100-511120	FN	SALARIES-REGULAR PART-TIME	\$11.25	0
								11.25	
ROESCH FORD									
486									
91092FOWG	AUTO PARTS	BENSENVILLE	20190950	04/13/2019	51050540-542410	PW	R&M VEHICLES	\$57.49	0
91118FOWG	AUTO PARTS	BENSENVILLE	20190950	04/13/2019	51050540-542410	PW	R&M VEHICLES	\$126.65	0
91119FOWG	AUTO PARTS	BENSENVILLE	20190950	04/14/2019	51050540-542410	PW	R&M VEHICLES	\$216.33	0
91254FOWG	AUTO PARTS	BENSENVILLE	20190950	04/20/2019	51050540-542410	PW	R&M VEHICLES	\$490.57	0
91266FOWG	AUTO PARTS	BENSENVILLE	20190950	04/20/2019	51050540-542410	PW	R&M VEHICLES	\$26.18	0
91300FOWG	AUTO PARTS	BENSENVILLE	20190950	04/20/2019	51050540-542410	PW	R&M VEHICLES	\$74.38	0
91315FOWG	AUTO PARTS	BENSENVILLE	20190950	04/20/2019	51050540-542410	PW	R&M VEHICLES	\$122.48	0
91316FOWG	AUTO PARTS	BENSENVILLE	20190950	04/21/2019	51050540-542410	PW	R&M VEHICLES	\$762.69	0
91317FOWG	AUTO PARTS	BENSENVILLE	20190950	04/21/2019	51050540-542410	PW	R&M VEHICLES	\$421.01	0
91331FOWG	AUTO PARTS	BENSENVILLE	20190950	04/21/2019	51050540-542410	PW	R&M VEHICLES	\$45.63	0
91355-1FOWG	AUTO PARTS	BENSENVILLE	20190950	04/24/2019	51050540-542410	PW	R&M VEHICLES	\$12.38	0
91355FOWG	AUTO PARTS	BENSENVILLE	20190950	04/21/2019	51050540-542410	PW	R&M VEHICLES	\$10.20	0
91379FOWG	AUTO PARTS	BENSENVILLE	20190950	04/21/2019	51050570-542410	PW	R&M VEHICLES	\$1.47	0
91458FOWG	PARTS	BENSENVILLE	20191025	04/24/2019	51050540-542410	PW	R&M VEHICLES	\$10.00	0
CM90743FOWG	CREDIT ON EC3Z-3254-A	BENSENVILLE		03/05/2019	11050490-542410	FN	R & M VEHICLES	\$-81.42	0

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CM91316FOWG	CREDIT F03C3Z-9A543-AARM CORE	BENSENVILLE		03/26/2019	51050540-542410	FN	R&M VEHICLES	\$-175.02	0
FOCS141857	PARTS	BENSENVILLE	20191025	04/27/2019	11050420-542410	PW	R & M VEHICLES	\$23.50	0
								2,144.52	
RONCO INDUSTRIAL SUPPLY COMPANY									
58									
6039682-1	4 CASES PAPER TOWELS-INV #603	BENSENVILLE	20190851	04/06/2019	11040110-552125	PD	MATERIALS/SUPPLIES-CLEANING	\$144.88	0
6040389-1	TRASH CAN LINERS-INV #6040389-	BENSENVILLE	20191006	04/27/2019	11040110-552125	PD	MATERIALS/SUPPLIES-CLEANING	\$203.84	0
6040389-2	55 GAL TRASH LINERS-INV #60403	BENSENVILLE	20191083	04/28/2019	11040110-552125	PD	MATERIALS/SUPPLIES-CLEANING	\$45.90	0
								394.62	
ROSENTHAL, MURPHEY, COBLENTZ & ASSOCIATES									
1523									
1465-0100M-12	WHITE PINES ANNEXATION	CHICAGO	20191014	04/17/2019	11020120-533110	FN	LEGAL SERVICES-GENERAL	\$475.00	0
								475.00	
RYDIN SIGN DECAL									
2982									
354890	HANDICAP PLACARDS (TEMPORAF	ELK GROVE VII	20191111	04/28/2019	11010030-541160	AD	PRNTG, BINDING & DUPLICAT	\$325.12	0
								325.12	
S & E INSPECTIONS INC									
3642									
1874	#245 TRUCK SAFETY TEST	FRANKLIN PAR	20191048	04/04/2019	51050570-542410	PW	R&M VEHICLES	\$29.00	0
								29.00	
S & G THOR CORPORATION									
1528									
MARCH 2019	CONSULTING SERVICES	BLOOMINGDAL		05/01/2019	11020110-532810	FN	PROJECT MANAGEMENT SERVICE	\$6,000.00	0
								6,000.00	
SECRETARY OF STATE OF ILLINOIS									
7514									
HERRERA 2019	NOTARY APPL-HERRERA-INV #040	SPRINGFIELD	20191091	05/10/2019	11040110-561310	PD	PERMITS & LICENSES	\$10.00	0
PTAK 2019	NOTARY APPL-PTAK-INV #032919M	SPRINGFIELD	20190941	04/28/2019	11040110-561310	PD	PERMITS & LICENSES	\$10.00	0
								20.00	
SELECT SIGNS & VEHICLE WRAPS									
1534									
I190401262	MUSIC IN THE PARK SIGN	BELLWOOD	20191103	05/01/2019	11070110-577012	CR	MUSIC IN THE PARK	\$500.00	0
								500.00	
SHREEJI REAL ESTATE LLC									
99									
8354-37733	BOND REFUND - 224 MAY			05/05/2019	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
								105.00	

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SIRCHIE FINGER PRINT LABORATORI									
4391									
0391698-IN	LIFT TAPE/BRUSH/COLL JAR-INV #	YOUNGSVILLE	20191090	04/20/2019	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$82.83	0
								82.83	
SMART CARE ROOFING INC									
99									
8967-39312	BOND REFUND - 1003 HILLSIDE			05/05/2019	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								70.00	
SMITH AND LOVELESS INC									
920									
133298	PARTS	LENEXA	20190955	03/30/2019	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$204.65	0
								204.65	
SOUTH SIDE CONTROL SUPPLY CO.									
3003									
S100509567.003	CREDIT ON AFBUP-S, A1044R, & ZC	CHICAGO		01/01/2019	11050440-542110	FN	R&M BUILDING	\$-1,083.58	0
S100536384.003	HVAC PARTS	CHICAGO	20191045	04/14/2019	11050440-542110	PW	R&M BUILDING	\$42.59	0
S100538547.001	HVAC PARTS	CHICAGO	20191045	04/19/2019	11050440-542110	PW	R&M BUILDING	\$251.10	0
S100538610.001	HVAC PARTS	CHICAGO	20191045	04/20/2019	11050440-542110	PW	R&M BUILDING	\$1,255.48	0
								465.59	
SPEEDWAY									
1418									
IE260-2/20-3/19/20	DEF FUEL PURCHASE	COVINGTON	20190960	04/19/2019	11050490-554110	PW	FUEL/GAS/OIL	\$75.00	0
								75.00	
STANDARD EQUIPMENT CO.									
4236									
P12440	PARTS	CHICAGO	20190971	04/12/2019	11050420-542410	PW	R & M VEHICLES	\$151.73	0
P12712	PART	CHICAGO	20191050	04/24/2019	11050430-542410	PW	R&M VEHICLES	\$265.82	0
								417.55	
STATE DISBURSEMENT UNIT									
13020									
03222019	CHILD SUPPORT PR WH 3/22/19	CAROL STREAI	20190893	04/21/2019	11000000-217500	FN	PAYROLL DEDUCT'N-COURT ORD	\$1,032.74	9005448
04052019	CHILD SUPPORT PR WH 4/5/19	CAROL STREAI	20191024	05/05/2019	11000000-217500	FN	PAYROLL DEDUCT'N-COURT ORD	\$1,032.74	9005469
								2,065.48	
STEINER ELECTRIC COMPANY									
3778									
S006302333.001	ELECTRICAL SUPPLIES	CHICAGO	20190970	04/13/2019	11050440-542110	PW	R&M BUILDING	\$65.11	0
S006302333.002	CREDIT ON MICRO BZV6-2RN LIMIT	CHICAGO		03/15/2019	11050440-542110	FN	R&M BUILDING	\$-65.11	0
S006303302.001	ELECTRICAL SUPPLIES	CHICAGO	20190970	04/14/2019	11050440-542110	PW	R&M BUILDING	\$63.25	0

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								63.25	
STRAND ASSOCIATES INC									
526									
0146955	WWTP OPERATIONS & SCADA ASSESSMENT	MADISON	20190457	04/11/2019	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$176.97	0
								176.97	
SUBURBAN LABORATORIES INC.									
3008									
164053	R-12-19 APPROVED VENDER - LAB	GENEVA	20190800	04/30/2019	51050550-543510	PW	LABORATORY TESTING	\$716.00	0
								716.00	
TAMMY PETERSON									
9									
18834	VOLUNTEER FEE REFUND			04/26/2019	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
TEKLAB, INC.									
1457									
221647	R-12-13 APPROVED VENDER LIST-	COLLINSVILLE	20190797	01/31/2019	51050577-543510	PW	LABORATORY TESTING	\$543.45	0
								543.45	
TERMINAL SUPPLY CO									
10895									
17959-00	WELDING SUPPLIES	TROY	20190983	04/17/2019	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$53.90	0
								53.90	
TERRACE SUPPLY COMPANY									
3012									
00998115	CYLINDAR RENTAL - WELDING GAS	ITASCA	20190049	04/30/2019	11050420-548110	PW	RENTAL & LEASE-EQUIPMENT	\$21.59	0
00998115	CYLINDAR RENTAL - WELDING GAS	ITASCA	20190049	04/30/2019	11050490-548110	PW	RENTAL & LEASE-EQUIPMENT	\$21.60	0
00998115	CYLINDAR RENTAL - WELDING GAS	ITASCA	20190049	04/30/2019	51050560-548110	PW	RENTAL & LEASE PURCHASE	\$21.60	0
								64.79	
TFW SURVEYING & MAPPING INC.									
8035									
53200	TFW INVOICE #53200	GRAYSLAKE	20190942	04/18/2019	11060110-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$75.00	0
								75.00	
THE CINCINNATI LIFE INSURANCE CO									
1637									
APRIL 2019	LIFE INSURANCE CONTRIBUTIONS	CINCINNATI	20190934	05/01/2019	11000000-214140	FN	PAYROLL DEDUCT'N CIN LIFE	\$1,740.62	0
								1,740.62	
THE STEVENS GROUP, LLC									
1440									

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0063514	ENVELOPE ORDER - FN & UB	ELMHURST	20191012	04/27/2019	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$224.00	0
0063514	ENVELOPE ORDER - FN & UB	ELMHURST	20191012	04/27/2019	51030250-551110	FN	OFFICE SUPPLIES	\$112.00	0
								336.00	
THE VILLAGE FLOWER SHOP									
12721									
15162	MORRIS BARTLETT FLOWERS	BENSENVILLE	20191126	05/04/2019	11010010-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$85.00	0
								85.00	
THORSEN, GARY (E)									
11545									
2469692703	MUSIC IN THE PARK CANOPIES	BLOOMINGDAL	20190884	04/25/2019	11070110-577012	CR	MUSIC IN THE PARK	\$1,199.70	0
								1,199.70	
T-MOBILE									
10053									
964388480-0319A	GPS MAINTENANCE	CINCINNATI	20190803	04/20/2019	11050490-549990	PW	OTHER CONTRACTUAL SERVICE	\$1,008.00	0
								1,008.00	
TRAFFIC CONTROL & PROTECTION									
5662									
100344	SIGN POST	BARTLETT	20190973	04/17/2019	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$70.15	0
								70.15	
TREASURY DIRECT									
11906									
03222019	SAVINGS BONDS PR WH 3/22/19		20190890	04/21/2019	11000000-213400	FN	PAYROLL DEDUCT'N-SAVINGS BO	\$25.00	9005459
04052019	SAVINGS BONDS PR WH 4/5/19		20191022	05/05/2019	11000000-213400	FN	PAYROLL DEDUCT'N-SAVINGS BO	\$25.00	9005480
								50.00	
TWENTIETH CENTURY FOX FILM COR									
6485									
ALITA: BATTLE WITH MOVIE RENTAL FEE- ALITA: BATTLE	CHICAGO	20190910	04/20/2019	11070790-547910	SF	MOVIE RENTAL FEES	\$250.00	0	
								250.00	
U.S. CELLULAR CORPORATION									
11456									
913006-1218	2018 TIF INCREMENT PAYMENT	CHICAGO	20190918	03/09/2019	37580110-541315	FN	U.S. CELLULAR INTEREST ON NP	\$288,175.35	0
								288,175.35	
UMB BANK, F/B/O PLANMEMBER									
1346									
03222019	PLAN MEMBER PR WH 3/22/19	SHAWNEE MISSOURI	20190883	04/21/2019	11000000-213600	FN	PAYROLL DEDUCT'N- PLAN MEMB	\$1,205.77	9005452
04052019	PLAN MEMBER PR WH 4/5/19	SHAWNEE MISSOURI	20191011	05/05/2019	11000000-213600	FN	PAYROLL DEDUCT'N- PLAN MEMB	\$1,205.77	9005472
								2,411.54	

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UNDERWRITER'S SAFETY & CLAIMS									
12623									
3/1-3/29/2019	UNDERWRITERS SAFETY AND CLA	LOUISVILLE	20191123	04/28/2019	11020150-562550	AD	CLAIM PAYMENTS-WORKERS COI	\$180.00	0
								180.00	
UNITED NETWORK SYSTEMS INC									
99									
8253-37671	BOND REFUND - 600 EAGLE			05/05/2019	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
								180.00	
UNITED REFRIGERATION INC									
1342									
67058052-00	HVAC SUPPLIES	DALLAS	20191034	04/12/2019	11050440-542110	PW	R&M BUILDING	\$87.84	0
								87.84	
UNITED RENTALS INC									
1634									
166568026-001	EXCAVATION SAFETY TRAINING	DALLAS	20191036	03/29/2019	51050540-521510	PW	TRAINING PROGRAMS/SESSIONS	\$660.00	0
								660.00	
UNIVERSAL FILM EXCHANGES									
7128									
DEATH DAY WK1	MOVIE RENTAL FEE - HAPPY DEAT	DALLAS	20190912	04/13/2019	11070790-547910	SF	MOVIE RENTAL FEES	\$27.36	0
TRAIN UR DRAGO	MOVIE RENTAL FEE- HOW TO TRA	DALLAS	20190911	04/20/2019	11070790-547910	SF	MOVIE RENTAL FEES	\$218.50	0
TRAIN UR DRAGO	MOVIE RENTAL FEE- HOW TO TRA	DALLAS	20190996	04/27/2019	11070790-547910	SF	MOVIE RENTAL FEES	\$281.96	0
								527.82	
USABBLUEBOOK									
6491									
836592	LAB SUPPLIES	GURNEE	20191051	04/11/2019	51050570-552550	PW	LAB SUPPLIES	\$432.35	0
								432.35	
UTILITY DYNAMICS CORP.									
5881									
0305-2435	R-157-18 2018 CDBG ANNUAL RESI	OSWEGO	20190093	04/04/2019	31050400-596000	PW	CAPITAL CONSTRUCTION	\$6,803.80	0
								6,803.80	
VENTRONICS, INC									
1639									
11922	RADIOS	WOOD DALE	20191037	04/25/2019	31580490-595000	PW	CAPITAL OUTLAY-FLEET	\$799.98	0
								799.98	
VERIZON WIRELESS									
11240									
442003865-00001-C	SERVICE 2/24/2019-3/23/2019	LEHIGH VALLE'	20191120	04/22/2019	11020180-541315	FN	CELL PHONE SERVICE & EQUIPME	\$4,300.02	0
442003865-00002-C	SERVICE 2/24-3/23/2019	LEHIGH VALLE'	20190943	04/22/2019	11040380-542100	FN	MAINTENANCE AGREEMENTS	\$296.45	0

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585520014-00001-C	SERVICE 2/20-3/19/2019	LEHIGH VALLE	20191060	04/18/2019	11040380-542100	FN	MAINTENANCE AGREEMENTS	\$546.68	0
								5,143.15	
VERMEER-ILLINOIS, INCORPORATED									
3028									
PD2213	CREDIT ON WELDMENT ITEMS	AURORA		01/21/2019	11050430-542410	FN	R&M VEHICLES	\$-192.55	0
PD4122	CHIPPER PARTS	AURORA	20191046	04/19/2019	11050430-542410	PW	R&M VEHICLES	\$1,175.35	0
PD4223	CHIPPER PARTS	AURORA	20191046	04/21/2019	11050430-542410	PW	R&M VEHICLES	\$443.54	0
PD4269	CREDIT ON ULTRA GOLD HY-P DIS	AURORA		03/22/2019	11050430-554510	FN	SMALL TOOLS & EQUIPMENT	\$-125.35	0
PD4350	CREDIT ON DIPSTICK AND TU NO E	AURORA		03/26/2019	11050430-554510	FN	SMALL TOOLS & EQUIPMENT	\$-81.88	0
PD4526	CHIPPER PARTS	AURORA	20191046	04/28/2019	11050430-542310	PW	R&M EQUIPMENT	\$124.98	0
								1,344.09	
VILLAGE OF BENSENVILLE									
3100									
03222019	POLICE PENSION PR WH 3/22/19		20190909	04/21/2019	11000000-212140	FN	PAYROLL DEDUCT'N-POL PENSIO	\$11,713.58	9005456
04052019	POLICE PENSION PR WH 4/5/19		20191114	05/05/2019	11000000-212140	FN	PAYROLL DEDUCT'N-POL PENSIO	\$11,713.58	9005483
								23,427.16	
WALT DISNEY STUDIOS MOTION PICT									
7086									
CAPTAIN MARVEL MOVIE RENTAL FEE- CAPTAIN MAF	DALLAS		20191077	05/04/2019	11070790-547910	SF	MOVIE RENTAL FEES	\$536.58	0
								536.58	
WAREHOUSE DIRECT INC									
1077									
4229735-0	SUPPLIES- FRONT DESK	DES PLAINES	20190900	04/17/2019	11174100-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$72.31	0
4232467-0	OFFICE SUPPLIES	DES PLAINES	20190901	04/19/2019	11174100-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$14.66	0
4233829-0	REGISTER TAPE	DES PLAINES	20190899	04/20/2019	11174100-552110	SF	MATERIALS/SUPPLIES-OPERATIO	\$113.90	0
4239678-0	MISC SUPPLIES	DES PLAINES	20190902	04/26/2019	11174100-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$5.66	0
4242762-0	OFFICE SUPPLIES-INV #4242762-0	DES PLAINES	20191009	04/28/2019	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$27.87	0
4246694-0	LETTER TABS	DES PLAINES	20190987	05/02/2019	11174100-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$5.66	0
4248674-0	BODY WASH/SHAMPOO- POOL	DES PLAINES	20191075	05/04/2019	11174100-542112	SF	R&M BUILDING-CLEANING	\$107.12	0
C4161677-0	CREDIT ON CALENDAR, DESK, 12 M	DES PLAINES		03/01/2019	11050110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$-4.72	0
C4161677-0	CREDIT ON CALENDAR, DESK, 12 M	DES PLAINES		03/01/2019	51050110-551110	FN	MATERIAL/SUPPLIES	\$-4.72	0
								337.74	
WEISSMANS THEATRICAL SUPPLY IN									
651									
04042019	COSTUMES	ST LOUIS	20190999	05/04/2019	11174100-557481	SF	ICE SHOW COSTUMES-PURCHASI	\$993.70	0
								993.70	
WENTWORTH TIRE-BENSENVILLE									
3510									

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/16/2019

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
40027546	TIRES REPAIR #262	BENSENVILLE	20191047	04/15/2019	51050570-542410	PW	R&M VEHICLES	\$235.99	0
								235.99	
WEST GROUP									
8192									
839900357	MONTHLY "CLEAR" FEE	CAROL STREAI	20190855	03/31/2019	11040110-525010	PD	BOOKS/PAMPHLETS/PUBLICATION	\$575.00	0
								575.00	
WEST SIDE TRACTOR SALES CO									
8511									
N77461	FILTERS #261	CHICAGO	20191057	04/12/2019	11050430-542410	PW	R&M VEHICLES	\$377.75	0
N77555	PARTS	CHICAGO	20191056	04/14/2019	11050430-542410	PW	R&M VEHICLES	\$715.46	0
N78022	PARTS	CHICAGO	20191056	04/25/2019	51050540-542410	PW	R&M VEHICLES	\$116.46	0
								1,209.67	
WESTBROOK STRATEGIC CONSULTA									
1198									
APRIL 2019	CONSULTING SERVICES	WESTCHESTER		05/01/2019	11020110-532810	FN	PROJECT MANAGEMENT SERVICE	\$3,750.00	0
								3,750.00	
WISCONSIN DEPARTMENT OF REVEN									
1529									
03222019	WISC STATE PR TAX WH 3/22/19	MADISON	20190885	04/21/2019	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$279.40	9005453
04052019	WISC STATE PR TAX WH 4/5/19	MADISON	20191066	05/05/2019	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$279.40	9005476
								558.80	
WOLF ELECTRIC SUPPLY CO.									
1631									
10127	ELECTRICAL SUPPLIES	ELK GROVE VII	20190963	04/21/2019	11050440-542110	PW	R&M BUILDING	\$208.66	0
								208.66	
YOUR FRIENDLY SHOPPER									
6022									
340865	ROCK VALLEY PUBLISHING INVOIC	MACHESNEY P	20190939	04/13/2019	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$69.75	0
340867	ROCK VALLEY PUBLISHING INVOIC	MACHESNEY P	20190939	04/13/2019	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$180.00	0
340869	ROCK VALLEY PUBLISHING INVOIC	MACHESNEY P	20190939	04/13/2019	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$69.75	0
								319.50	
YULIVAN CARRIERS INC									
9									
PS21801	OVERPAYMENT ON POLICE CITATI			05/03/2019	11000000-444112	FN	FINES- PARKING	\$225.00	0
								225.00	
ZIEBELL WATER SERVICE									
3045									
244906-000	R-12-19 APPROVED VENDER LIST -	ELK GROVE VII	20190801	04/12/2019	51050540-552520	PW	WATER MAIN PARTS	\$1,594.14	0

EXPENDITURE APPROVAL LIST

Page 34 of 34

FOR CHECKS DATED: 4/16/2019

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
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1,594.14

CHECK TOTAL: 972,302.06

WIRE/MANUAL TOTAL: 674,556.33

EXPENDITURE TOTAL: 1,646,858.39

TYPE:Resolution**SUBMITTED BY:**S. Viger**DEPARTMENT:**Community and Economic
Development**DATE:**04.16.19**DESCRIPTION:**A Resolution to Authorize the Execution of a Letter of Intent to Purchase 101 West Main Street, Bensenville, Illinois**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

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

COMMITTEE ACTION:

N/A

DATE:**BACKGROUND:**

1. The Village owns the redevelopment property at 101 West Main Street.
2. Comprehensive planning efforts indicate a Transit Oriented Design Mixed Use building would be appropriate and desirable for the site.
3. In 2016 a Planned Unit Development for such a Mixed Use building was approved by the President and Village Board of Trustees. But the developer did not proceed.
4. The Village has continued to market the property and has met with potential developers in the interim.
5. Currently we have a signed Letter of Intent from Karis Capital LLC and ZenWealth Capital LLC.
6. The previously approved Planned Unit Development Ordinance is attached as we used it as a reference / starting point in our preliminary discussions with the current proposed development team.

KEY ISSUES:

In real estate transactions, the purpose of a Letter of Intent is to provide an overview of the purchase details in advance of a binding agreement. It allows the seller to evaluate their options before agreeing to the terms with a buyer and saves on costs involved with negotiations and due diligence.

The Letter of Intent provides:

1. The Purchaser sixty (60) days to perform Due Diligence.
2. The property is envisioned as a multiple residential unit and commercial mixed - use structure.
3. Purchaser shall provide copies of all Due Diligence materials to the Village.
4. The Purchaser will not seek financial assistance from the Village except for the purchase price identified in the Letter of Intent (LOI).
5. The parties will work in good faith to enter into a written agreement for the eventual sale and development of the Property.

ALTERNATIVES:

1. Discretion of the Board.

RECOMMENDATION:

1. The staff respectfully recommends that the Board authorize the Village Manager to enter in to the Letter of Intent.

BUDGET IMPACT:

1. As this is a non - binding Letter of Intent there is no immediate financial or budgetary impact.
2. Should the property be sold and developed the Village would realize the purchase price and more

importantly the Property Tax increment for TIF 12.

ACTION REQUIRED:

1. Approval of the Resolution authorizing the execution of the Letter of Intent.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	4/11/2019	Resolution Letter
Letter of Intent	4/2/2019	Backup Material
Aerial Photograph and Zoning Map	4/4/2019	Backup Material
Planned Unit Development Ordinance	4/2/2019	Backup Material

RESOLUTION NUMBER _____

**A RESOLUTION OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK
COUNTIES, ILLINOIS APPROVING THE EXECUTION OF A LETTER OF INTENT
TO ALLOW A PERIOD OF SUFFICIENT TIME FOR THE CONTEMPLATION OF
THE SALE AND DEVELOPMENT OF 101 WEST MAIN STREET**

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

WHEREAS, the Village is the record-title owner of certain parcels of vacant property commonly known as 101 West Main Street, Bensenville, Illinois, as identified by permanent index numbers (PINs) 03-14-215-014, 03-14-215-015, 06-14-215-019 and 03-14-402-002, and legally described on Exhibit A (the "*Parcel*"), a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Village has actively marketed the Parcel for sale and development; and

WHEREAS, Karis Capital, LLC in joint venture with ZenWealth Capital, LLC (the "*Developer*") has expressed an interest in developing the Parcel provided it is given a period of time to undertake an examination of the Parcel and submit conceptual renditions for the development of the Parcel to the Village, at its sole cost and expense, and without reimbursement from the Village, if either party determines not to proceed; and

WHEREAS, the Village President and Board of Trustees of the Village of Bensenville (the "*Corporate Authorities*") have determined it is in the best interests of the Village to approve a Letter of Intent to permit the Developer time to investigate the Parcel and prepare a proposal for review and discussion by the Village.

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

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

Section 2. The Letter of Intent for 101 West Main Street, Bensenville, Illinois by and between Karis Capital, LLC and ZenWealth Capital, LLC and the Village of Bensenville, Illinois (the “LOI”), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby authorized and approved.

Section 3. The Village Manager is hereby authorized and directed to execute and deliver the LOI and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

Section 4. The officials, officers, employees and attorneys of the Village are hereby authorized and directed to take such further actions as are necessary to carry out the intent and purpose of this Resolution and the LOI.

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

Section 6. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this _____ day of April 2019.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Exhibit A

LOI

April 2, 2019

Mr. Evan Summers
Village Manager
Village of Bensenville
12 South Center Street
Bensenville, Illinois 60106

Re: Letter of Intent for 101 West Main Street, Bensenville, Illinois

Dear Manager Summers:

This Letter of Intent (the "LOI") sets out the key terms upon which Karis Capital, LLC and ZenWealth Capital, LLC (collectively the "Developer") will purchase and develop the Parcel from the Village of Bensenville, Illinois (the "Village"). The Developer and Village shall also be referred to as the "Parties". The terms herein are not comprehensive and additional terms will be incorporated into a development agreement to be negotiated between the Parties, and in accordance with the Tax Increment Allocation Redevelopment Act and other applicable requirements and procedures (the "Agreement"). The key terms are as follows:

Purchaser:	Karis Capital, LLC in joint venture with ZenWealth Capital, LLC
Seller:	Village of Bensenville, Illinois
Parcel of Property:	101 West Main Street, Bensenville, Illinois, identified by permanent index numbers (PINs) 03-14-215-014, 03-14-215-015, 06-14-215-019 and 03-14-402-002, and as legally described on <u>Exhibit A</u> (the "Parcel").
Purpose:	To provide Developer with a sufficient period of time to perform due diligence, actively work toward site plan renderings and draft building details for a multiple family residential and commercial mixed-use structure on the Parcel during the Term of this LOI. To prohibit Village from actively marketing or seek proposals from third parties for the Parcel during the Term of this LOI. To provide Village with opportunity to review Developer's proposal for the Parcel. To allow Parties to undertake good faith efforts to negotiate an Agreement before the expiration of the Term of this LOI.
Purchase Price:	\$10,0000.00 cash at closing and in accordance with Agreement.
Expenses:	Developer shall be responsible for any and all of its fees, costs or expenses that are directly or indirectly related to this LOI or the Agreement, without reimbursement from Village, if Parties fail to proceed under this LOI or execute an Agreement.

- Document Access:** Immediately after the Effective Date, the Developer and its advisors and consultants will have access during normal business hours to all documents pertaining to the Parcel and within the Village's control. However, Village shall not guarantee accuracy or completeness of any such document provided to the Developer.
- Assignment:** Developer shall not assign or otherwise transfer all or any part of this LOI.
- Agreement:** The Parties shall use reasonably good faith efforts to enter into a written agreement containing terms and conditions acceptable to both Parties. Any agreement shall be subject to approval by the Corporate Authorities of the Village. With the exception of the purchase price, Developer shall not seek any financial assistance or incentive from the Village.
- Confidentiality:** Developer shall keep all negotiations as well as any documents pertaining to the Parcel confidential and agrees to not disclose to anyone other than respective advisors, internal staff and necessary third parties, such as engineers or architects. No press or other publicity release or statement will be issued by the Developer concerning this LOI or any proposed transaction without the written consent of the Village.
- Developer's Documents:** Developer agrees to provide the Village a copy of all of its documents acquired or prepared by the Developer pertaining to the Property at the termination date of this LOI or ten (10) days prior to the execution of the Agreement.
- Governing Law:** This LOI shall be governed by and construed in accordance with the laws of the State of Illinois. If there is a lawsuit or action under this LOI, the Parties agree to submit to the jurisdiction of the County of DuPage, the State of Illinois or the United States District Court for the Northern District of Illinois.
- Commission:** The Parties agree and acknowledge that no broker or agent is involved in this transaction.
- Effective Date:** The date of execution by the Village shall be deemed the effective date of this LOI.
- Term:** This LOI shall terminate 60 days after the Effective Date, unless the Parties agree in writing and in their sole discretion to an additional thirty (30) day extension.

It is the intent of the Parties that the terms of this LOI shall be incorporated into the Agreement. All other terms and conditions of the Agreement will be customary for this type of transaction and mutually acceptable to the Parties. In the event of any discrepancies between this LOI and the Agreement, the terms and conditions of the Agreement will control.

This LOI is solely intended as a proposal of the basic understanding for the development and conveyance of the Parcel, and it is understood and agreed that the Parties are under no binding obligation until an Agreement is executed. The Parties shall have the unilateral right to terminate negotiations at any time.

(Intentionally Left Blank)

Agreed to,
DEVELOPER

By:  Michael Kehoe

Its: Managing Partner

Date: 4/2/19

Agreed to,
VILLAGE,

By: _____

Its: _____

Date: _____

Exhibit A

Legal Description

April 2, 2019

Mr. Evan Summers
Village Manager
Village of Bensenville
12 South Center Street
Bensenville, Illinois 60106

Re: Letter of Intent for 101 West Main Street, Bensenville, Illinois

Dear Manager Summers:

This Letter of Intent (the “LOI”) sets out the key terms upon which Karis Capital, LLC and ZenWealth Capital, LLC (collectively the “Developer”) will purchase and develop the Parcel from the Village of Bensenville, Illinois (the “Village”). The Developer and Village shall also be referred to as the “Parties”. The terms herein are not comprehensive and additional terms will be incorporated into a development agreement to be negotiated between the Parties, and in accordance with the Tax Increment Allocation Redevelopment Act and other applicable requirements and procedures (the “Agreement”). The key terms are as follows:

Purchaser: Karis Capital, LLC in joint venture with ZenWealth Capital, LLC

Seller: Village of Bensenville, Illinois

Parcel of Property: 101 West Main Street, Bensenville, Illinois, identified by permanent index numbers (PINs) 03-14-215-014, 03-14-215-015, 06-14-215-019 and 03-14-402-002, and as legally described on Exhibit A (the “Parcel”).

Purpose: To provide Developer with a sufficient period of time to perform due diligence, actively work toward site plan renderings and draft building details for a multiple family residential and commercial mixed-use structure on the Parcel during the Term of this LOI. To prohibit Village from actively marketing or seek proposals from third parties for the Parcel during the Term of this LOI. To provide Village with opportunity to review Developer’s proposal for the Parcel. To allow Parties to undertake good faith efforts to negotiate an Agreement before the expiration of the Term of this LOI.

Purchase Price: \$10,0000.00 cash at closing and in accordance with Agreement.

Expenses: Developer shall be responsible for any and all of its fees, costs or expenses that are directly or indirectly related to this LOI or the Agreement, without reimbursement from Village, if Parties fail to proceed under this LOI or execute an Agreement.

- Document Access:** Immediately after the Effective Date, the Developer and its advisors and consultants will have access during normal business hours to all documents pertaining to the Parcel and within the Village's control. However, Village shall not guarantee accuracy or completeness of any such document provided to the Developer.
- Assignment:** Developer shall not assign or otherwise transfer all or any part of this LOI.
- Agreement:** The Parties shall use reasonably good faith efforts to enter into a written agreement containing terms and conditions acceptable to both Parties. Any agreement shall be subject to approval by the Corporate Authorities of the Village. With the exception of the purchase price, Developer shall not seek any financial assistance or incentive from the Village.
- Confidentiality:** Developer shall keep all negotiations as well as any documents pertaining to the Parcel confidential and agrees to not disclose to anyone other than respective advisors, internal staff and necessary third parties, such as engineers or architects. No press or other publicity release or statement will be issued by the Developer concerning this LOI or any proposed transaction without the written consent of the Village.
- Developer's Documents:** Developer agrees to provide the Village a copy of all of its documents acquired or prepared by the Developer pertaining to the Property at the termination date of this LOI or ten (10) days prior to the execution of the Agreement.
- Governing Law:** This LOI shall be governed by and construed in accordance with the laws of the State of Illinois. If there is a lawsuit or action under this LOI, the Parties agree to submit to the jurisdiction of the County of DuPage, the State of Illinois or the United States District Court for the Northern District of Illinois.
- Commission:** The Parties agree and acknowledge that no broker or agent is involved in this transaction.
- Effective Date:** The date of execution by the Village shall be deemed the effective date of this LOI.
- Term:** This LOI shall terminate 60 days after the Effective Date, unless the Parties agree in writing and in their sole discretion to an additional thirty (30) day extension.

It is the intent of the Parties that the terms of this LOI shall be incorporated into the Agreement. All other terms and conditions of the Agreement will be customary for this type of transaction and mutually acceptable to the Parties. In the event of any discrepancies between this LOI and the Agreement, the terms and conditions of the Agreement will control.

This LOI is solely intended as a proposal of the basic understanding for the development and conveyance of the Parcel, and it is understood and agreed that the Parties are under no binding obligation until an Agreement is executed. The Parties shall have the unilateral right to terminate negotiations at any time.

(Intentionally Left Blank)

Agreed to,
DEVELOPER

By:  Michael Kehoe

Its: Managing Partner

Date: 4/2/19

Agreed to,
VILLAGE,

By: _____

Its: _____

Date: _____

Exhibit A

Legal Description

101 West Main Street

Village of Bensenville

101 W Main St.

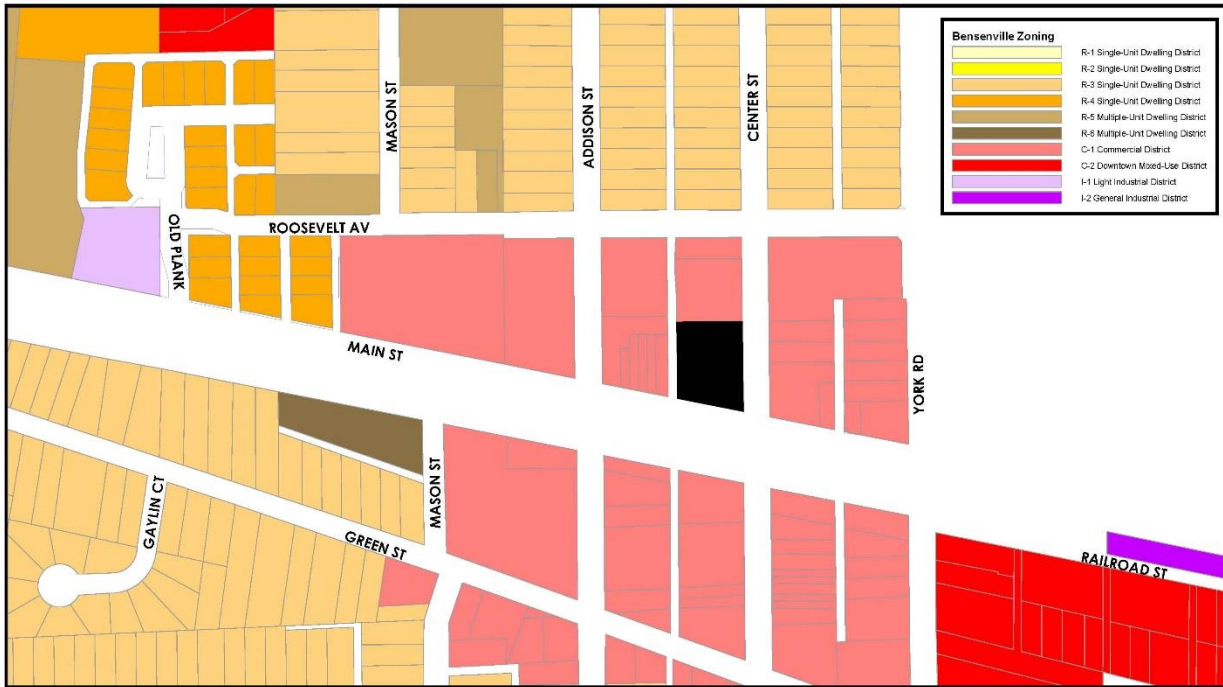


Date: 4/4/2019



Village of Bensenville

Zoning Map



Date: 4/4/2019

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

Ordinance No. 14-2016

**An Ordinance Granting Approval of a Planned United Development to Construct a Mixed-
Use Commercial and Residential Building with Code Deviations for the Property
Commonly Identified as 101 West Main Street, Bensenville, Illinois**

**ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF BENSENVILLE
THIS 26th DAY OF APRIL, 2016**


Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Bensenville, DuPage and Cook Counties, Illinois this 27th day of April 2016

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

I, Corey Williamsen, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois, and as such officer, I am the keeper of the records and files of said Village; I do further certify that the foregoing constitutes a full, true and correct copy of Ordinance No. 14-2016 entitled an Ordinance Granting Approval of a Planned Unit Development to Construct a Mixed-Use Commercial and Residential Building with Code Deviations for the Property Commonly Identified as 101 West Main Street, Bensenville, Illinois.

INWITNESS WHEREOF, I have hereunto affixed my official hand and seal on this
27th day of April, 2016.





Corey Williamsen
Deputy Village Clerk

ORDINANCE # 14-2016

**AN ORDINANCE GRANTING APPROVAL OF A PLANNED UNIT DEVELOPMENT TO
CONSTRUCT A MIXED-USE COMMERCIAL AND RESIDENTIAL BUILDING WITH
CODE DEVIATIONS FOR THE PROPERTY COMMONLY IDENTIFIED AS 101 WEST
MAIN STREET, BENSENVILLE, ILLINOIS**

WHEREAS, the Village of Bensenville (“Owner”) and Noah’s Station, LLC (“Applicant”), filed an application (CDC Case #2016 – 07) for a Planned Unit Development to construct a Mixed-Use Commercial and Residential building with an on-site parking lot, Municipal Code Sections 10 – 10 and 10 – 7C – 3 with Code Deviations relative to allowing a fence within the corner side yard, Municipal Code Section 10 – 14 – 11E, a reduction in parking from approximately 92 to 33 parking spaces, Municipal Code Section 10 – 11 – 11 and the location of residential units on the first floor, Municipal Code Section 10 – 7C – 3 of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”) for the property located at 101 West Main Street, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the Planned Unit Development and code deviations sought by the Applicant was published in the Bensenville Independent on March 17, 2016 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on April 4, 2016 as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, after hearing the application, the Community Development Commission approved the findings of fact submitted by Village Staff recommending approval of the Planned Unit Development with the associated code deviations, thereafter, voted unanimously (4-0) to recommend approval of the request for the Planned Unit Development, and forwarded its recommendations, including the Staff Report and findings to the Community and Economic

Development Committee, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, on April 19, 2016 the Community and Economic Development Committee then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees; and

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

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

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

SECTION TWO: That the Subject Property is currently zoned under the Zoning Ordinance as C-3 Downtown Mixed Use, which zoning classification shall remain in effect subject to the Planned Unit Development granted herein.

SECTION THREE: That the Staff Report and Recommendation to approve the Planned Unit Development with the code deviations sought, as allowed by the Zoning Ordinance, Sections 10 – 10, 10 – 7C – 3, 10 – 14 – 11E and 10 – 11 -11 as adopted by the Community Development Commission as shown in Exhibit “B” is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said Planned Unit Development is proper and necessary.

SECTION FOUR: That the Planned Unit Development with the code deviations sought by the Applicant of the Subject Property is hereby granted subject to the following conditions:

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

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

- (2) The property be developed in substantial compliance with the plans prepared by Axios Architects and Consultants received 03.30.16 being subject to final municipal staff review and permit approvals; attached hereto as "Exhibit C."
- (3) Staff final review and approval of the landscape plan, building materials and their colors.
- (4) The Plat of PUD be recorded at the DuPage County Recorder's Office.
- (5) Curbs and gutters shall be installed around the parking area.
- (6) An additional handicapped stall be incorporated into the parking lot layout.
- (7) A wrought iron fence shall be installed 3 feet off of the property line along the first floor residential units along the eastern frontage.

SECTION FIVE: That all requirements of the Zoning Ordinance shall be applicable except as amended by the Planned Unit Development granted herein.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 26th day of April, 2016.



Frank Soto, Village President

ATTEST:



Corey Williamsen, Deputy Village Clerk

AYES: Carmona, DeSimone, Jaworska, O'Connell, Wessler

NAYES: None

ABSENT: None

Ordinance # 14 - 2016
Exhibit "A"

The Legal Description of the property is as follows:

Lots 5, 6, 7 and 8 in Block 2 in Tioga, a Subdivision of part of the Southeast Quarter of the Northeast Quarter, and part of the Northeast Quarter of the Southeast Quarter of Section 14, Township 40 North, Range 11 east of the Third Principal Meridian, according to the Plat thereof recorded October 24, 1873 as Document 17017 in DuPage County, Illinois.

P.I.Ns.: 03 - 14 - 215 - 014, 03 - 14 - 215 - 015, 03 - 14 - 215 - 019
 03 - 14 - 402 - 002

Commonly known as 101 West Main Street, Bensenville, Illinois.

Ordinance # 14- 2016
Exhibit "B"
Findings of Fact

Motion: Commissioner Tellez made a motion to approve the findings of fact for the proposed Planned Unit Development with Code Deviations consisting of:

1. **Superior Design:** The PUD represents a more creative approach to the unified planning of development and incorporates a higher standard of integrated design and amenity than could be achieved under otherwise applicable regulations, and solely on this basis modifications to such regulations are warranted. **A superior design is reflected throughout the PUD. From exterior building materials (stone and brick) to interior designs (large lobby and spacious floor plans significantly above market standards), the PUD exemplifies its modern luxury appeal.**
2. **Meet PUD Requirements:** The PUD meets the requirements for planned unit developments set forth in this Title, and no modifications to the use and design standards otherwise applicable are allowed other than those permitted herein. **The PUD meets all the requirements for Planned Unit Developments set forth in this Title for new mixed-use (commercial and residential units) within the C-3 Zoning District.**
3. **Consistent With Village Plan:** The PUD is generally consistent with the objectives of the Village general development plan as viewed in light of any changed conditions since its adoption. **The PUD is an example of the execution of the Village Plan. The PUD location is on land zoned for Downtown Mixed-Use and is consistent with the Village Plan of the conversion of vacant land downtown.**
4. **Public Welfare:** The PUD will not be detrimental to the public health, safety or general welfare. **The PUD will not be detrimental to public health, safety or general welfare in any way.**
5. **Compatible With Environs:** Neither the PUD nor any portion thereof will be injurious to the use and enjoyment of other properties in its vicinity, seriously impair property values or environmental quality in the neighborhood, nor impede the orderly development of surrounding property. **The PUD will not be injurious to properties in its vicinity and will lend itself to the revitalization of downtown as a result of its superior design and maintenance.**

6. **Natural Features:** The design of the PUD is as consistent as practical with preservation of any natural features such as flood plains, wooded areas, natural drainageways or other areas of sensitive or valuable environmental character. **The PUD is consistent as practical with preservation of any natural features and is designed to reflect these needs as evidenced in the landscape plans.**
7. **Circulation:** Streets, sidewalks, pedestrianways, bicycle paths and off-street parking and loading are provided as appropriate to planned land uses. They are adequate in location, size, capacity and design to ensure safe and efficient circulation of automobiles, trucks, bicycles, pedestrians, fire trucks, garbage trucks and snow plows, as appropriate, without blocking traffic, creating unnecessary pedestrian-vehicular conflict, creating unnecessary through traffic within the PUD or unduly interfering with the safety or capacity of adjacent streets. **An efficient parking lot design off of the alley serves as an asset to the PUD; its superior design is reflected by exterior parking spaces, sidewalk designs and walkways will ensure that circulation is effective and efficient.**
8. **Open Spaces And Landscaping:** The quality and quantity of common open spaces or landscaping provided are consistent with the higher standards of design and amenity required of a PUD. **As with the architectural design, and circulation plans, landscaping will be utilized to distinguish the PUD. The landscape design reflects significant utilization of plants, trees, and shrubbery throughout the property as a key distinguishing element. The common open spaces include amenities like an exterior plaza on the southeastern side of the proposed building.**
9. **Covenants:** Adequate provision has been made in the form of deed restrictions, homeowners or condominium associations or the like for:
 - a. The presentation and regular maintenance of any open spaces, thoroughfares, utilities, water retention or detention areas and other common elements not to be dedicated to the Village or to another public body.
 - b. Such control of the use and exterior design of individual structures, if any, as is necessary for continuing conformance to the PUD plan, such provision to be binding on all future ownerships.

The PUD will have a single owner.

10. **Public Services:** The land uses, intensities and phasing of the PUD are consistent with the anticipated ability of the Village, the school system and other public bodies to provide and economically support police

and fire protection, water supply, sewage disposal, schools and other public facilities and services without placing undue burden on existing residents and businesses. **The PUD is consistent with the anticipated ability of the Village, School system and other public bodies.**

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

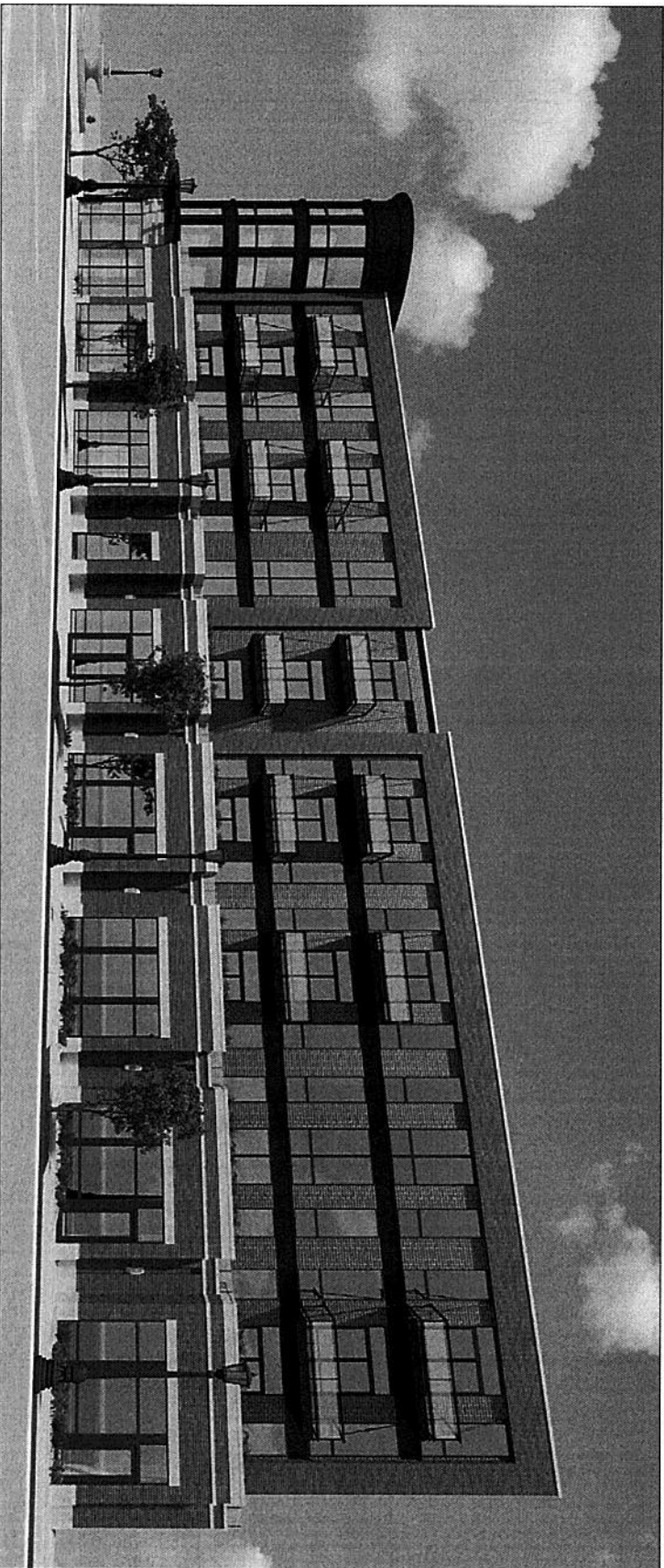
Commissioner Pisano seconded the motion.

ROLL CALL: Ayes: Moruzzi, Pisano, Tellez, Majeski

Nays: None

All were in favor. Motion carried.

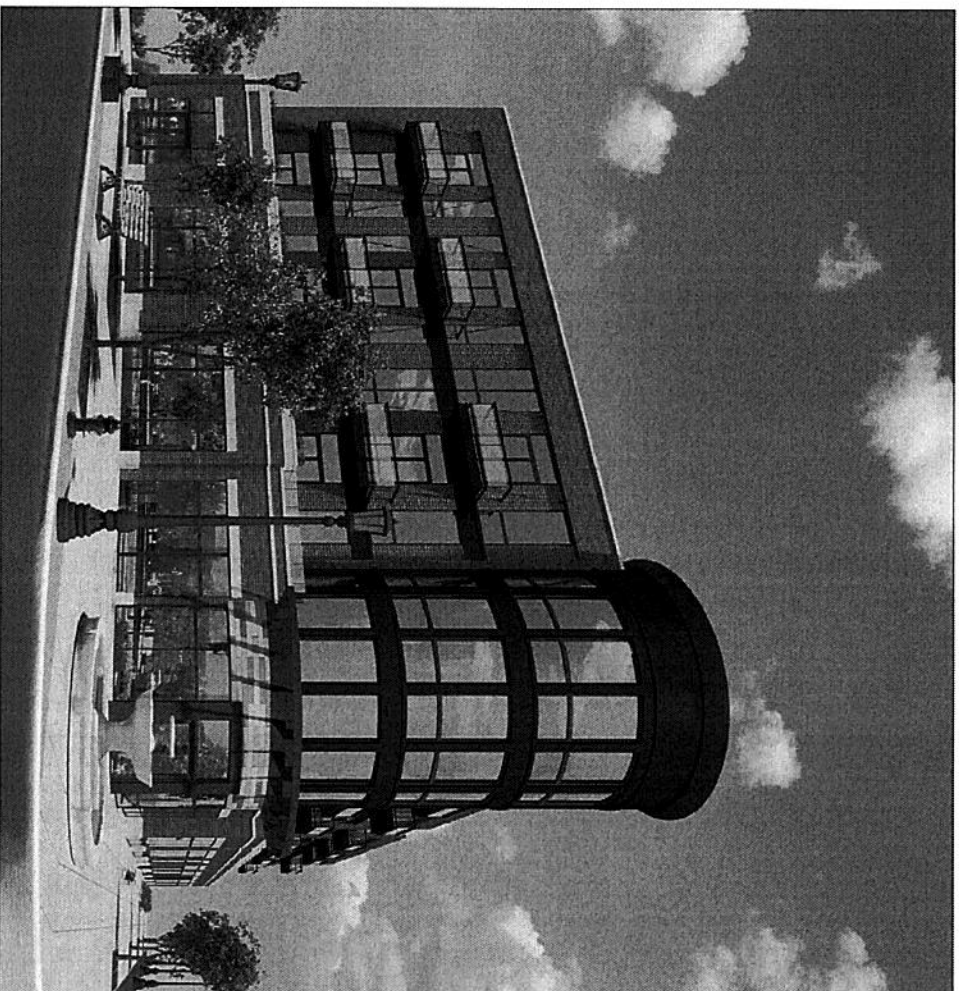
Bensenville Condominiums



EAST PERSPECTIVE RENDERING - MAIN AND CENTER STREET DEVELOPMENT
SCALE: 3/8" = 1'-0"



Bensenville Condominiums



SOUTH PERSPECTIVE RENDERING - MAIN AND CENTER STREET DEVELOPMENT

SCALE 3/8" = 1'-0"



X I O S ARCHITECTS & CONSULTANTS

744 N. PULASKI
CHICAGO, ILLINOIS 60644 FAX 312.783.1335

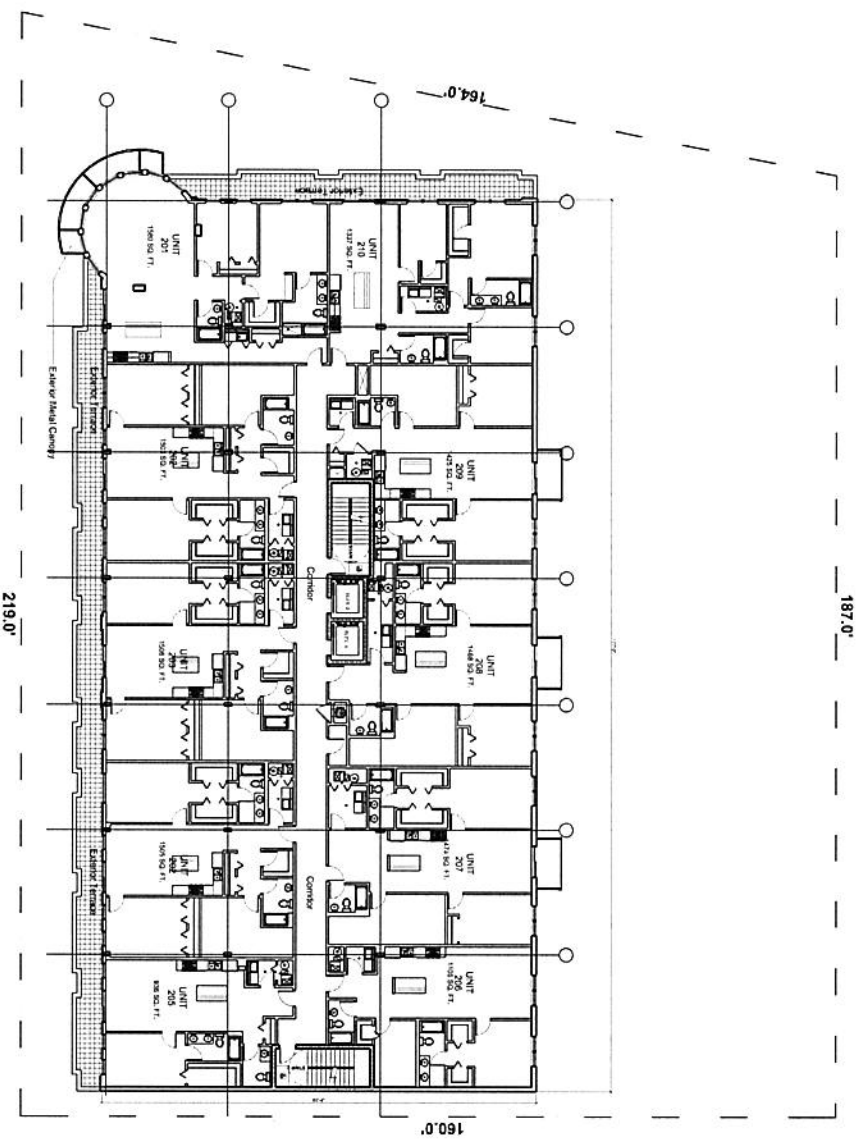


744 N. PULASKI
CHICAGO, ILLINOIS 60644

Bensenville Condominiums



Bensenville Condominiums



SECOND FLOOR PLAN



noah
PROPERTIES

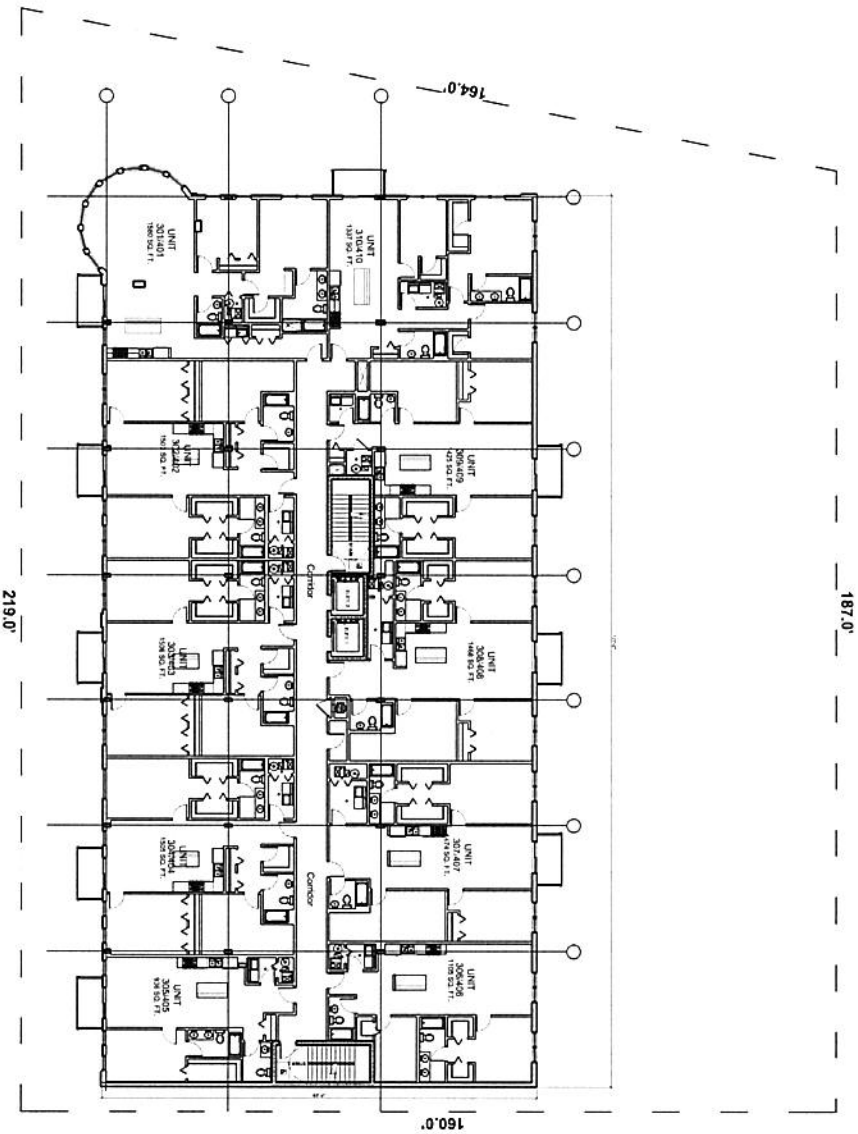
1000 N. BROADWAY
CHICAGO, IL 60610



X I O S ARCHITECTS & CONSULTANTS

1000 N. BROADWAY
CHICAGO, IL 60610
TEL: 312.788.1333
FAX: 312.788.1335

Bensenville Condominiums



THIRD / FOURTH FLOOR PLAN



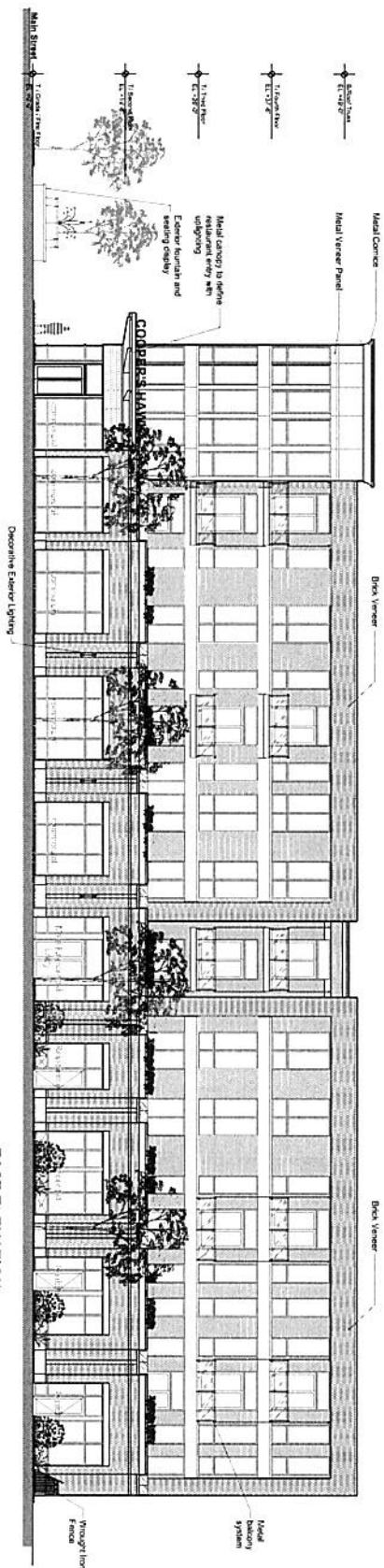
X I O S ARCHITECTS & CONSULTANTS

144 N. PULASKI
CHICAGO, ILLINOIS 60642
PHONE: 312.780.1234 FAX: 312.780.1235

noah
PROPERTIES

303 N. PULASKI
CHICAGO, ILLINOIS 60642

SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

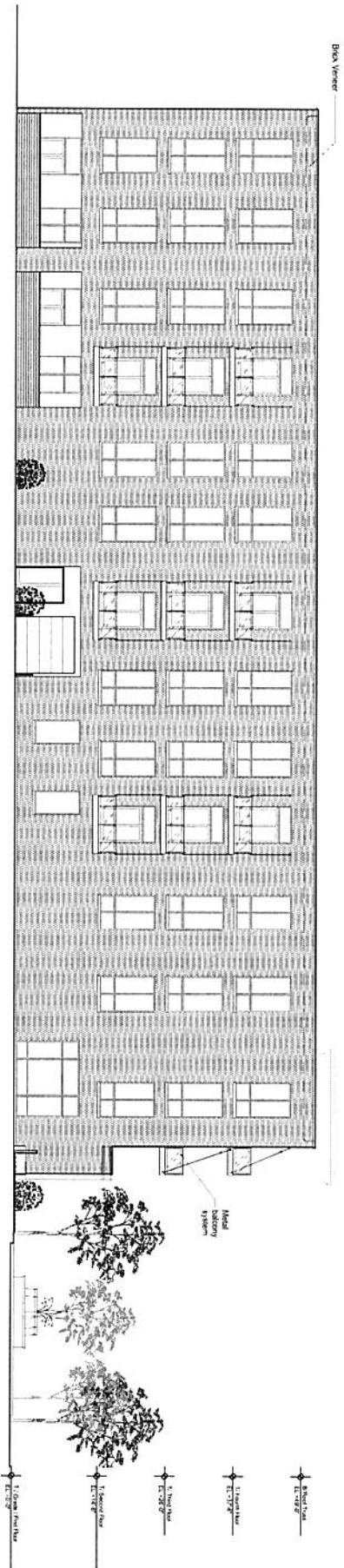


EAST ELEVATION
SCALE: 1/8" = 1'-0"

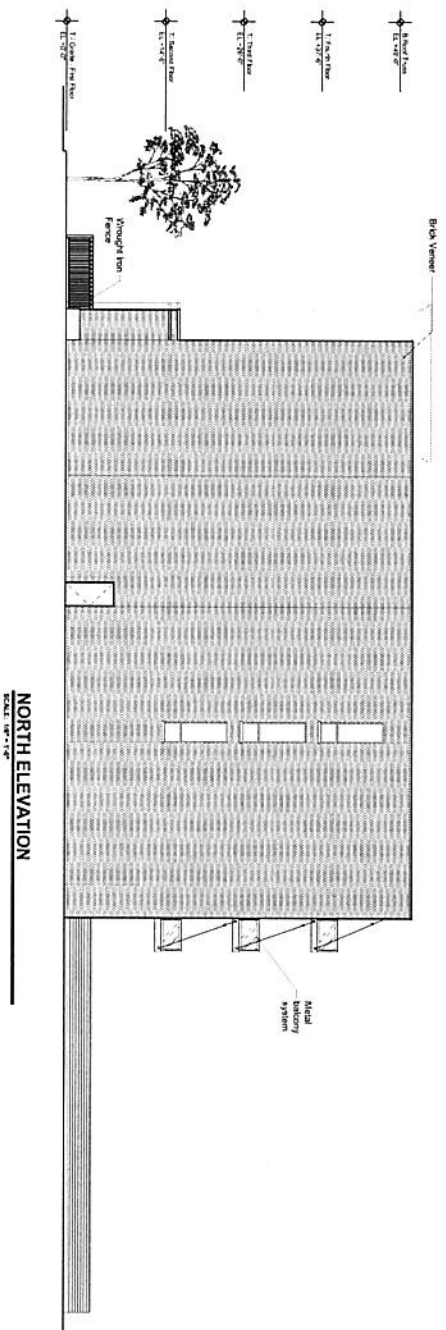
Bensenville Condominiums

Bensenville

Illinois



WEST ELEVATION
SCALE: 1/8" = 1'-0"



NORTH ELEVATION
SCALE: 1/8" = 1'-0"



X I O S ARCHITECTS & CONSULTANTS

144 N. STEELE
CHICAGO, ILLINOIS 60604 FAX: 312.778.1335

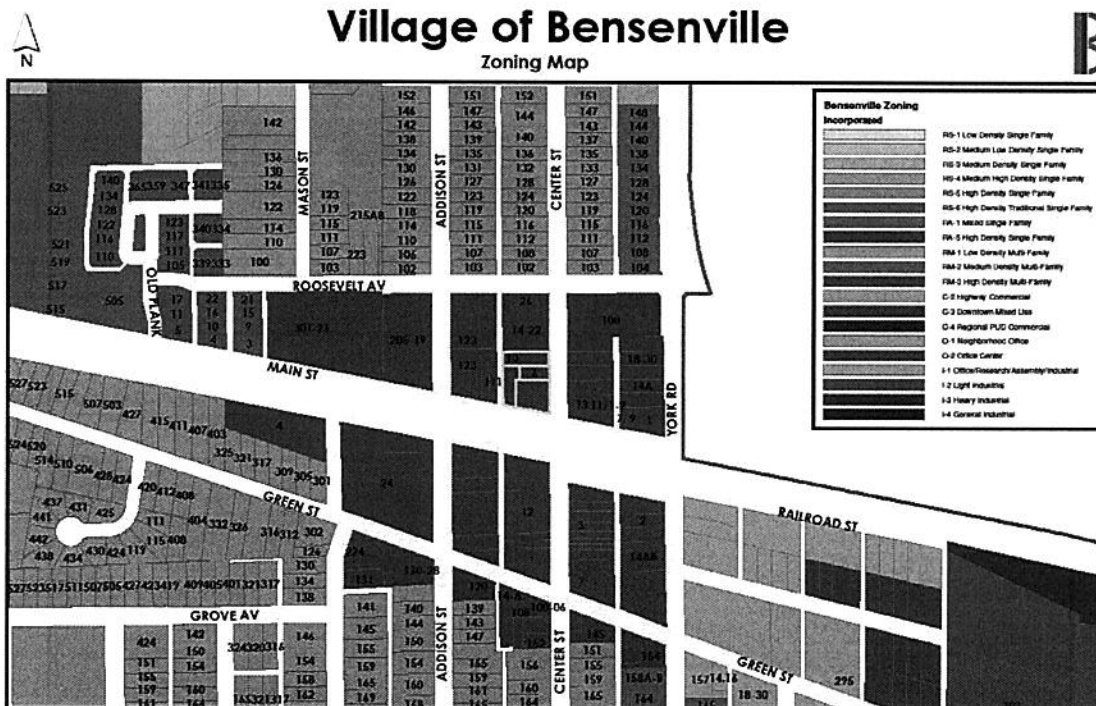
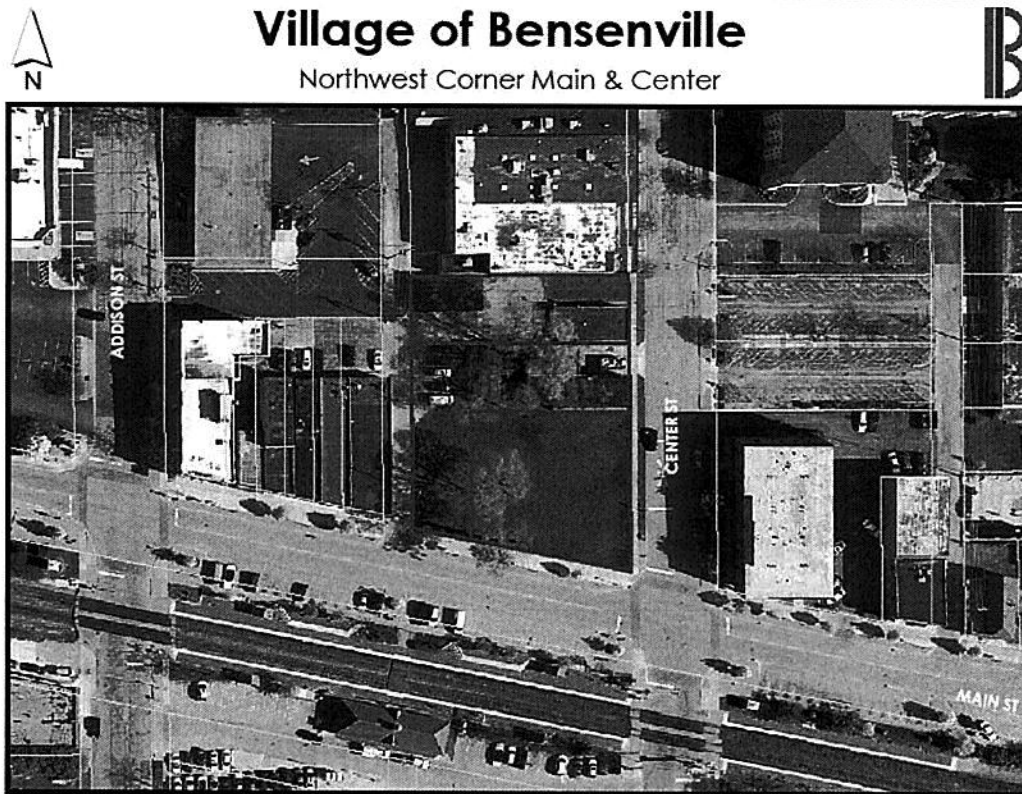


144 N. STEELE
CHICAGO, ILLINOIS 60604

CDC#2016 - 07

101 W. Main Street
Noah's Station, LLC

PUD to allow a Mixed-Use Building and On-Site Parking Lot with Several Code Deviations



TYPE:Ordinance**SUBMITTED BY:**S. Viger**DEPARTMENT:**Community and Economic
Development**DATE:**04.16.19**DESCRIPTION:**Resolution Authorizing the Execution of a Contract with L.A.R. Lawn & Ground Corp. for the 2019 "Tall Grass Program"***SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:***☐

Financially Sound Village

☒

Enrich the lives of Residents

Quality Customer Oriented Services

Major Business/Corporate Center

X

Safe and Beautiful Village

Vibrant Major Corridors

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

1. The Municipal Code mandates that grass and weeds be no taller than 8"
2. Over the years, we have instituted a so - called "Tall Grass Program" where the Village engages a landscape maintenance company to mow the properties of recalcitrant owners.
3. CED inspectors notify owners of their non - compliance via Correction Notices, door hangers and personal conversations.
4. Should the grass not be mowed the hired landscape maintenance firm performs the work and invoices the Village.
5. The Village in turn invoices the property owner. If the invoice not be paid, it goes to collections and no permits etc. can be issued until it is paid.

KEY ISSUES:

1. The program has been in place for many years.
2. The number of properties varies form week to week,
3. The bid contained alternates to mulch the grass clippings and to bag and remove the clippings.
4. As the grass is rather tall when the contractor arrives, staff recommends bagging and removing the clippings.
5. On April 3, 2019 bids were publicly opened and read aloud by the Deputy Village Clerk. A summary of the four bids received is in the attachments.
6. The lowest responsible and responsive bidder was L.A.R. Lawn and Ground.
7. Bensenville based L.A.R. Lawn & Ground Corporation has previously awarded a contract in the Village's Senior and Disabled Program.

ALTERNATIVES:

1. Discretion of the Board.

RECOMMENDATION:

1. Staff respectfully recommends the approval of the Resolution, awarding the contract to L.A.R. Lawn & Ground Corporation.

BUDGET IMPACT:

1. The cost of the program is reimbursed by the property owners.
2. If the home is vacant or the bills unpaid, the Village may place a lien on the property.

ACTION REQUIRED:

1. Approval of the Resolution.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	4/11/2019	Cover Memo
L.A.R. Lawn & Ground Proposal	4/9/2019	Backup Material
Bid Specifications	4/9/2019	Backup Material
Bid Summary	4/9/2019	Backup Material

RESOLUTION NO. _____

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH L.A.R. LAWN &
GROUND CORP. FOR THE 2019 TALL GRASS 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 has established a Tall Grass Program to properly maintain an acceptable height of grass on properties where the owner has not, and

WHEREAS, the Village of Bensenville historically publically bid for outside contractors to provide grass-cutting service

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

WHEREAS, the Village of Bensenville formally opened bids for the 2019 Tall Grass Program on April 3, 2019, and

WHEREAS, L.A.R. Lawn & Ground Corp. of Bensenville, IL submitted the lowest responsive bid in the amount of \$90 per lot, and

WHEREAS, the Village of Bensenville has determined that there is a fiscal benefit to contract the Tall Grass Program grass cutting services

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

THAT the Village Board authorize the Village Manager to execute a purchase order and other associated documents to L.A.R. Lawn & Ground Corp. of Bensenville, Illinois to provide Tall Grass Program Grass cutting for the 2019 Tall Grass Program.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, April _____, 2019.

APPROVED:

Frank DeSimone
Village President

ATTEST:

Nancy Quinn,
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



L.A.R LAWN & GROUNDS

Luis Reyes

501 E Washington St
Bensenville, IL 60106
(708) 770-2860
Luisar2224@gmail.com

REFERENCES:

Latta Kussmann
733 Sunrise
Roselle, IL 60172
(630) 893-2762

Karen Dooley
828 Tamarac Dr
Carol Stream, IL 60188
(630) 890-4499

Heather Battaglia
108 E Jackson St
Villa Park, IL 60181
(847) 826-8186



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 SUBR INSR 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 N/A If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS: OTH-ER 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

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ADVERTISEMENT TO BID

The Village of Bensenville will accept bids for “**Lawn Maintenance**” for the period starting April 23, 2019 through November 15, 2019. The bids shall be sent to the **Office of the Deputy Village Clerk** located at 12 S. Center St., Bensenville, IL 60106, between 8:00 am and 5:00 pm, Monday through Friday. The bids will be publicly opened at **9:30 AM** on **April 3, 2019** at the Bensenville Village Hall, 12 S. Center Street. No late bids will be accepted under any circumstances.

The bid must be in a sealed opaque envelope plainly marked **Lawn Maintenance – BID**.

The Village Board reserves the right to reject any and all bids or portions thereof.

Nancy Quinn
Village Clerk

TERMS AND CONDITIONS

- 1) Three (3) references are required. The references shall be of like-kind contracts.
- 2) The Village retains the right to cancel the contract for any or no specified reason.
- 3) The Village requires all bidders to read carefully all the specifications and what is required under the terms of the contract.
- 4) The Village will require proof of insurance. The requirements for insurance are provided under the Contract Provisions section of the bid document entitled Village Insurance Requirement.
- 5) ROW area is defined as the area between the curb and sidewalk which contain grass.
- 6) Pages 5, 6, 15, 16, and 24, **MUST** be signed in order to be considered a valid bid.
- 7) All questions are to be directed to Scott Viger the Director of Community & Economic Development, located at 12 S. Center Street, phone 630.350.3411.

Contract Extension & Escalator Clause:

Upon mutual agreement, this contract may be extended for two, one year periods, with the first extension running from April 1st, 2020 through March 31st, 2021; and the second extension from April 1st 2021 through March 31st, 2022.

A one time economic adjustment for labor, material, and equipment costs shall be allowed for each one year extension to the contract after the initial contract period. This economic adjustment may not exceed the Published Chicago Consumer Price Index (CPI) for the previous twelve month period.

The Village Board reserves the right to reject any and all bids or portions thereof

BIDDER INFORMATION SHEET

NAME: (PRINT) Luis Reyes

SIGNATURE:



COMPANY NAME: L.A.R. Lawn & Grounds Corp.
(PRINT)

ADDRESS: 501 E Washington St
Bensenville, IL 60106

TELEPHONE: 708-770-2860

FACSIMILE: _____

SERVICE LOCATION, if different than above address:

Please Return to:

Corey Williamsen
Deputy Village Clerk
Village of Bensenville
12 S Center St.
Bensenville, IL 60106

The bid must be in a **sealed opaque** envelope **plainly marked: Lawn Maintenance – BID**.

The bids must be received by **9:30am on April 3, 2019** at which time they will be opened and publicly read.

It shall be the responsibility of the bidder to deliver its bid to the designated person at the appointed place, prior to the announced time for the opening of the bids. Late delivery of a bid for any reason, including faulty or late delivery by United States Mail or other carrier, will disqualify the bid.

BIDDING SCHEDULE

There are two different lot types that typically require mowing. The first type is roughly 50'x150' lot with a single family home, garage and driveway upon it. The second type is also roughly 50'x150', but it contains no structures upon it. Any properties that do not conform to one of these two conditions will be negotiated individually prior to the Contractor performing cutting services. All grass areas within the properties and Rights of Way are to be mowed and edges trimmed.

PROPOSAL FOR 2019 CONTRACT LAWN MAINTENANCE

Cost per lot, per mowing

Condition 1:

Cost to mow typical lot *with* structures on it
and mulch grass in place

\$ 90.00

Condition 2:

Cost to mow typical lot *without* structures on it
and mulch grass in place

\$ 90.00

Condition 3:

Cost to mow typical lot *with* structures on it
and collect and dispose of clippings

\$ 90.00

Condition 4:

Cost to mow typical lot *without* structures on it
and collect and dispose of clippings

\$ 90.00

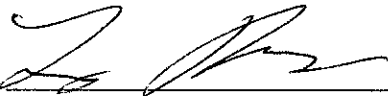
Note: Grass will be a minimum of 8" in height when it requires cutting and may be as high as 12-14"

Options/Alterations:

* Double lot with or without
structures \$175.00.

* Anything over 12" \$175.00

Authorized Signature



Title :

owner

Date: 2/18/2019

SPECIAL PROVISIONS

General

These special provisions, and the Standard Specifications, and the Supplemental Specifications shall govern the work for the of 2019-2020 CONTRACT LAWN MAINTENANCE in the Village of Bensenville, Illinois.

Scope of Work

The work under this project shall consist of one contract for all material, tools, and all necessary appurtenances required for 2019 CONTRACT LAWN MAINTENANCE and all other collateral work needed to complete the project as specified herein. Only contractors qualified to perform this type of construction shall bid this project.

The following general Special Provisions shall apply to the work required to complete the mowing, trimming, and policing required for the Village mowing sites, as identified weekly by the Community and Economic Development Department. The following shall be required to be completed by the contractor at each site during each mowing, and this work shall not be paid for separately but shall be included in the price of each Mowing Site Cost.

The selected Contractor shall designate one responsible company agent to act as an overall foreman. Said foreman shall be fluent in English. The foreman shall notify the Community and Economic Development Department or his designee 24 hours prior to every day that the Contractor will be working. Any work performed without said notification shall not be paid for.

The Contractor agrees to repair or replace, to the satisfaction of the Community and Economic Development Department, or his agent, any vegetation or property damaged by his operations. The Contractor will furnish all labor, materials and equipment necessary to perform the work as outlined in accordance with the enclosed specifics. Prices indicated on the bid proposal for this contract shall include all work contemplated by these specifications.

The Contractor shall submit bi-weekly invoices to coincide with the Village Board Warrant, along with request of payment, an itemized listing of "work performed," referring to the individual mowing addresses during the period covered for payment. This listing of "work performed" will be necessary prior to the releasing of any payment.

These Special Provisions are intended to include all information necessary for the work contemplated. In case, by inadvertence or otherwise, these Special Provisions omit some information necessary for that purpose, the Contractor shall, nevertheless, be required to perform such work at either no expense to the Village, or at a negotiated cost with the Village, so that the maintenance program may be accomplished according to the true intent and purpose of these specifications.

If the Contractor defaults or neglects to carry out the work in accordance with the contract specifications, or fails to perform any provision of the contract, the Village may, after seven days written notice to the Contractor and without prejudice to any other remedy he may have, make good deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor; or at it's option, may terminate the contract.

Height of Cut

Mowing Sites:

Mowing equipment will be set between 2" to 2-1/2 " at all times. Grass cut should be maintained at 2" to 2-1/2" throughout. In other words, mower setting should depend upon terrain being mowed to insure a final grass height of 2". The Village shall have the right to inspect all equipment and height of cut immediately after mowing for compliance.

According to Village Ordinance, a property is posted for tall grass when it grows to 8" in height. Once posted, the property owner has 7 days to comply otherwise the Village will cut the property. Grass being cut under this contract will be a minimum of 8" in height, and can be 12-14" in some cases.

Frequency

As directed by the Community and Economic Development Department.

Properties must be posted for 7 days once the grass grows to 8" in height per ordinance. The contractor will be notified on the same day each week for the properties that require cutting. There will be several weeks in between mowing each lot with no set schedule. Some weeks may have as many as 15 lots to be cut. Other weeks may not have any lots at all that require cutting.

Trimming

Final trimming around objects such as curbs, benches, signs, railroad ties, trees, shrubs, parking stops, posts, etc. will be accomplished with suitable mechanical equipment capable of providing the same cutting height as the rest of the property. Proper trimming shall be completed before that specific property and site is to be considered completed. Trees, shrubs and other plants shall not be "barked" by contacting them with the mowing equipment or string trimmers.

Trash/Debris

At each site, trash, debris, glass, rocks, etc. shall be picked up from the entire property and properly disposed of before mowing begins. Mowing over paper, cups, cans and other litter shall not be acceptable and shall result in no payment for that mowing.

Equipment Condition

All equipment shall be in good, safe, and proper operating condition. All mowing equipment shall have sharp blades so that the grass is cut properly. Any equipment leaking gasoline or oil shall immediately be removed from service and not allowed to be used again until said leak has been repaired.

Fuel/Oiling

Mowers shall not be fueled or oiled in grass areas. All equipment shall be moved to a concrete area to be fueled. Any worker caught fueling in a grass area may be removed from the project for the duration of the contract at the sole discretion of the Village.

Clippings

Grass shall be either mulched in place so as not to leave piles or clumps of clippings visible on the property, or it shall be collected and hauled away by the contractor, whichever method is selected by the Village after bid opening. Grass shall be cut in the direction that deposits the clippings in the opposite direction of pavement and landscape beds. If piles of clippings are found to be present on a property, services at said property will not be paid for by the Village.

Hours of Operation

The contractor may perform the work on any day or days of the week except Sunday. Work shall be performed between the hours of 7:00 a.m. and 7:00 p.m. The Community and Economic Development Department will notify the Contractor of any events or requirements that may impact or be affected by the performance of Contractor's maintenance duties and the Contractor shall reschedule his mowing schedule to accommodate the Village.

Personnel, Appearance and Uniforms

The Contractor's personnel shall, at all times, present a neat appearance, and all work shall be performed and all complaints handled with due regard to the Village of Bensenville's public relations. The Contractor's personnel shall, at all times, wear matching T-Shirts bearing the name of the contractor in large type. The Village of Bensenville and the Contractor will each be promptly notified by the other of any complaints received from nearby neighbors and property owners. At all times the Contractor's mowing crew foreman or crew leader shall have a copy of this contract's specifications and mowing sites list in their possession at the work sites and be familiar with its contents. The Contractor shall utilize competent employees in performing the work specified in this agreement. At the request of the Village of Bensenville, the Contractor will replace any incompetent, unfaithful, abusive or disorderly person in his or her employ.

Public Safety and Convenience

The Contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. Upon verbal notice from the Supervisor of Forestry or his authorized representative the Contractor shall discontinue said hazardous work practice. It is required that the Contractor keep the necessary guards and protective devices at locations where work is being performed to prevent injury to the public or damage to public to private property.

Fertilizing

No fertilizing is required in this contract.

Partial Payment

Payments shall be processed within 45 to 60 days. The payment form shall be the document that the Contractor shall submit each bi-weekly, along with request of payment, showing an itemized listing of "work performed," referring to the individual mowing addresses during the period covered for payment. This listing of "work performed" will be necessary prior to the release of any payment. Upon approval by the Public Works Department, the Village shall contact the Contractor to inform them of the approved amount for which the necessary lien waivers should be made. The waivers shall include all amounts paid to the contractors, subcontractors, suppliers, and their respective supporting lien waivers shall accompany the Contractor's request.

Supporting lien waivers for subcontractors and suppliers shall be prepared on double faced forms, one side entitled "Waiver of Lien" and the other side "Contractor's Affidavit". Each side shall be completely filled out. The Contractor's Affidavit shall show names of all suppliers and contractors providing material and services for the subcontractor. Partial waivers shall be on Form 1722 C.T. & T. Company.

Acceptance and Final Payment

Final payment will be made sixty (60) days after the work is fully completed and the contract fully performed.

Request for final payment shall be accompanied by the documentation outlined hereinbefore in the special provision covering PARTIAL PAYMENTS. Final lien waivers shall be on Form 1550 C.T. & T. Company.

Except as modified by the foregoing, final payment will be made in accordance with the requirements of Article 109.08 of the Standard Specifications as applicable to work.

Quantities for this contract shall be subject to the contract unit price applied to final measured quantities.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Village a complete release of all liens arising out of this contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that the releases and receipts include all the labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Village, to indemnify him against any lien.

If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the Village all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable Attorney's fee.

Changes in the Work

The Village, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except that any claims for extension of time caused thereby shall be adjusted at the time of ordering change.

In giving instructions, the Village shall have the authority to make minor changes in the work involving extra costs and not inconsistent with the purpose of the work. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless it is in pursuance of an order by the Community and Economic Development Department, and no claim for an addition to the Contract sum shall be valid unless so ordered.

The value of any such work change shall be determined in one or more of the following ways:

- a. By estimate and acceptance in lump sum;
- b. By unit prices named in the Contract and subsequently agreed upon;
- c. By cost and percentage;
- d. By cost and a fixed fee.

If none of the above methods are agreed upon, the Contractor shall proceed with the work, provided he receives an order as above. In such cases and also under cases (c) and (d), he shall keep account of the net cost of labor and materials, together with vouchers. In any case, the Supervisor shall certify to the amount, including reasonable allowances for overhead and profit due to the Contractor. Pending final determination of value, payments on account of changes shall be made on the Village's estimate.

Claims for Extra Cost

If the Contractor claims extra cost under this Contract either by drawings or otherwise, he shall give the Supervisor written notice thereof within a reasonable time after receipt of such

instructions, except in emergency which endangers life or property. The procedure shall then be as provided under CHANGES IN WORK. No such claim shall be valid unless so made.

Correction of Work Before Final Payment

All materials determined by the Village as failing to conform to the Contract shall be promptly removed from the premises by the Contractor, whether incorporated into the work or not. He shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Village. He shall bear all costs of making good the work of other contractors which is destroyed or damaged by such removal or replacement.

If the Contractor does not remove such non-conforming work and materials within a reasonable time as fixed by written notice, the Village may remove them and store the material at the expense of the Contractor. If the Contractor fails to pay the expense of such removal within ten (10) days thereafter, the Village may, upon ten (10) days notice in writing, sell such materials at auction or private sale and shall account for the new proceeds thereof after deducting all cost and expense that should have been borne by the Contractor.

Payment Withheld

The Village may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment certificate to such extent as may be necessary to protect itself from loss on account of:

1. Defective work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims;
3. Failure of the contractor to make payments properly to subcontractors or for material or labor;
4. Damage to other contractors' tools, materials, work or equipment; 5. Damage to public or private property.

When the above grounds are removed, payment shall be made for amounts withheld because of it.

Deductions for Uncorrected Work

If the Village deems it inexpedient to correct work done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefrom.

Public Safety and Convenience

During his operations, the Contractor shall keep the site of the work and adjacent premises as free from material, debris, excessive dust, and rubbish as is practical and shall remove same entirely and at once, if, in the opinion of the Supervisor, such material, debris, excessive dust or rubbish constitutes a nuisance, a safety hazard, or is objectionable in any way to the Public.

Before the final acceptance of the work, the Contractor shall remove all temporary work, equipment, unused and useless materials, rubbish, debris, etc. and shall leave the site of work in a neat and presentable condition wherever his operations have disturbed conditions which existed at the time of starting work. The cost of this cleaning up shall be incidental to the contract.

The Contractor shall be liable for damages to property, real or personal, which may arise from his operations under this contract. All existing structures in the vicinity of the work shall be protected against damage during performance of the work.

The Contractor shall protect pedestrians, vehicles, streets, sidewalks and buildings against damage. Any damage so resulting shall be entirely the responsibility of the Contractor.

Noise Restrictions

All engines and engine driven equipment shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise.

This time regulation shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs, and lighting, or to work of an emergency-type nature.

Exceptions: Any machine or device or part thereof which is regulated by or becomes regulated by Federal or State of Illinois noise standard shall conform to those standards.

Requests to modify or deviate from these requirements shall be submitted in writing by the Contractor and must be approved in writing by the Supervisor.

CERTIFICATE OF COMPLIANCE

DRUG FREE WORK PLACE ACT 30 ILCS 580/ 1 et. seq.

I, Lois Reyes, the contractor under a certain contract dated: 2/18/2019 with the Village of Bensenville for Lawn Maintenance hereby certifies that said contractor shall, as a condition of the aforesaid contract, provide a drug free workplace by:

A) Publishing a statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited at the contractor's workplace or work site;
- 2) Specifying the actions that will be taken against employees for violations of such prohibition.
- 3) Notifying the employee that, as a condition of employment on such contract, the employee will:
 - a) abide by the terms of the statement; and
 - b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

B) Establishing a drug free awareness program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the contractor's policy of maintaining a drug free workplace;
- 3) any available drug counseling, rehabilitation, and employee assistance programs and
- 4) the penalties that may be imposed upon employees for drug violations.

C) Making it a requirement to give a copy of the statement required by subsection A) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace or worksite.

- D) Notifying the Village of Bensenville within 10 days after receiving notice under part b) of paragraph 3) of subsection A) from an employee or otherwise receiving actual notice of such conviction.
- E) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by paragraph H) below.
- F) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the foregoing.
- H) Employee sanctions and remedies. A contractor shall, within 30 days, after receiving notice from an employee of a conviction of a violation of a criminal drug statute occurring in the workplace:
 - 1) Take appropriate personnel action against such employee up to and including termination; or
 - 2) Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

Contractor:

By: Luis Reyes

Title: Owner

SUBSCRIBED AND SWORN to before

me this _____ day of _____, 2019.

NOTARY PUBLIC

CERTIFICATE OF COMPLIANCE

CRIMINAL CODE OF 1961

720 ILCS 5/33/2 et. seq.

I, Luis Reyes, the contractor under a certain contract dated:
_____ with the Village of Bensenville for Lawn Maintenance hereby
certifies that said contractor is not barred from bidding on the aforesaid contract as a result of a
violation of any applicable provision of the Criminal Code of 1961.

Contractor:

By: Luis Reyes

Title: owner

SUBSCRIBED AND SWORN to before

me this _____ day of _____, 2019.

NOTARY PUBLIC

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS FOR PROCUREMENT OF MATERIALS

The following conditions apply to all purchases/services and become a definite part of each invitation to bid where applicable. Failure to comply may disqualify your bid.

ELIGIBILITY TO BID

Non-Discrimination in Employment - Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or otherwise commit an unfair employment practice. The bidder, his sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall commit within the State of Illinois, under this contract, any unfair employment practices as defined in the act of the 72nd General Assembly entitled "Fair Employment Practices Act". Contractor is referred to Ill. Rev. Stat. 1961) ch. 48, paragraph 851 et seq. The contractor in all contracts entered into with suppliers of materials or services, and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

- 1) Prevailing Wages (if applicable) – As required by federal, state and local regulations.
- 2) Removal or Suspension of Bidders - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:
 - a) Services performed do not comply with specifications of contract with the vendor;
 - b) Work is not done within the contract's specified in the contract;
 - c) An offer is not kept firm for the length of time specified in the contract;
 - d) Contractor fails to provide performance bond when required by invitation to bid;
 - e) Contractor is found guilty of collusion;
 - f) Bankruptcy or other evidence of insolvency is found;
 - g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.

3) Compliance to Law -

The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or any other local

- a) governing agencies which may in any manner affect the preparation of proposal or the performance of this contract.
- b) All merchandise or commodities must conform to all standards and regulations as set forth under the Occupation Safety Health Administration (O.S.H.A.)

CONDITIONS FOR BIDDING

1) Bid Definitions -

- a) Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work / specifications, the bid price form and the proposed contract documents including addenda issued prior to receipt of bids.
- b) Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.

2) Bid Price Form - Shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked "Lawn Maintenance - BID".

3) Late Bids - Formal bids received after specified bid opening time will not be considered and will be returned unopened.

4) Withdrawal of Bids - A written request for withdrawal is required and must be received before bid opening. After bid opening, bids become a legal document and an integral part of the bid and shall not be withdrawn. Such requests are to be directed to the attention of the Deputy Village Clerk, telephone number (630) 350-3404.

5) Examination of Bidding Documents - Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (3) days prior to bid due date, notify the Village Clerk who will, if necessary, send written addenda to all bidders.

The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.

- 6) Mistake in Bid and Bid Changes - No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.
- 7) Bid Binding - Unless otherwise specified, all bids shall be binding for Ninety (90) days following the bid opening date.
- 8) Changes in Contract Documents - Changes or corrections may be made by the Village in contract documents after they have been issued by the Village to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. Except in unusual cases, addenda will be issued to each of the bidders at least four (4) days prior to date established for receipt of bids.
- 9) Response to Invitations - Contractors who are unable to bid or do not desire will provide a letter of explanation and return the bid form. Contractors who fail to respond on two (2) successive bids will be removed from the qualified bidder's list.
- 10) Bid Attachments - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.
- 11) Bidder's Competence - The Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the bidder shall submit to the Village a properly executed Contractor's Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.
- 12) Bid Opening - At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.
- 13) Bid Award - The bidder acknowledges the right of the Village to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different bidders or all items to a single bidder (to accept, split, and or reject part(s) of any of all bids). In addition, the bidder recognizes the right of the Village to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

AWARD OR REJECTION OF BIDS

- 1) Award or Rejection - Contracts are awarded to the lowest, most responsible bidder. In determining the responsibility of a bidder, the following are taken into consideration:
 - a) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - b) The current, uncompleted work in which a contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
 - c) The financial resources of the bidder;
 - d) Cash discounts offered;
 - e) Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price therefore, is to be taken into consideration, and a bid which is low in point of price may be rejected if the material to be furnished is not the best;
 - f) Direct, indirect and incidental costs to the Village;
- 2) Notice of Award - A delivered executed contract shall be the binding contract.

CONTRACT PROVISION

- 1) Material, Equipment, and Workmanship: - Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. CONTRACTOR shall, if required to furnish satisfactory evidence as to the source, kind and quality of the materials and equipment incorporated in the GOODS.
- 2) Village Supervision - The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as “additions”.
- 3) Village Insurance Requirement – Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors.

Minimum Scope of Insurance Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village of Bensenville named as additional insured; and
- (2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville as insured; and
- (3) Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90 or newer), Symbol 01 “Any Auto.”
- (4) Workers’ Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability Insurance.

B) Minimum Limits of Insurance Contractor shall maintain limits no less than:

- (1) Commercial General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- (2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker’s Compensation and Employers’ Liability: Workers’ Compensation coverage with statutory limits and Employers’ Liability limits of \$1,000,000 per accident.

C) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village of Bensenville. At the option of the Village of Bensenville, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Bensenville, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

D) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) General Liability and Automobile Liability Coverages
 - (a) The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.

- (b) The Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Bensenville, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.

(3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the Village of Bensenville.

E) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois

F) Verification of Coverage

Contractor shall furnish the Village of Bensenville with certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements affecting coverage require by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Bensenville and are to be received and approved by the Village of Bensenville before any work commences. The Village of Bensenville reserves the right to request full certified copies of the insurance policies and endorsements.

G) Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H) Assumption of Liability

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement

I) Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Bensenville, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connections therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

- 4) Default - The Village may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

If the contractor fails to make delivery or to perform the services within the time specified herein or any extension hereof.

In the event the board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the Village for any excess costs for such similar supplies for services; PROVIDED that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

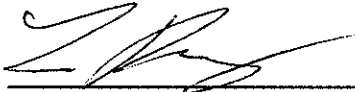
- 5) Bidder's Access to Procurement Information - All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.
- 6) Acceptance - Contracted work will be considered accepted when final payment is made.
- 7) Payment -
 - a) For services of merchandise ordered by purchase order, payment will be made to a vendor provided and service or merchandise has been properly tendered to and accepted by the Village. Payment by check to a vendor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 1st and 3rd Tuesdays of the month.
- 8) Guarantees and Warranties -
 - a) All material, workmanship, services, and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for the period of time specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, without delay, at no extra charge to the Village. Said time period shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, without delay, at no extra charge to the Village.
 - b) All warranties for materials or equipment must be received with title before payment for same is recommended.
- 9) Changes/Additional Services/Deletions - Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village Manager, or his/her designee, prior to such changes or modifications being made. Any additional service desired from the contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the proposal page and will be agreed to with the contractor prior to additional work commencing. In the event that charges for additional services cannot be agreed upon, bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.

10) Change Order Authorization - Pursuant to Public Act 85-1295 (Ill.Rev.Stat.ch.38, paragraph 33E-1 et seq.), no change order may be made in this contract which would authorize or necessitate an increase or decrease in either the cost of the contract by \$10,000.00 or more, or the time of completion by 30 days or more unless one of the following certifications is made by either the Village Board or its designee that:

- a. Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
- b. The circumstances said to necessitate the Change were not within the contemplation of the contract as signed; or
- c. The change is in the best interest of the Village;

The party authorized to execute the above certification is the Village of Bensenville.

VENDOR:



Signature

owner

Title

2/18/2019

Date

Village of Bensenville:

Signature

Title

Date

Village of Bensenville

Invitation to Bid with Specifications

Lawn Maintenance

April 23, 2019

Office of Community and
Economic Development

12 S. Center Street
Bensenville, IL 60106
(630) 350-3413
(630) 350-3449 (fax)



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ADVERTISEMENT TO BID

The Village of Bensenville will accept bids for “**Lawn Maintenance**” for the period starting April 23, 2019 through November 15, 2019. The bids shall be sent to the **Office of the Deputy Village Clerk** located at 12 S. Center St., Bensenville, IL 60106, between 8:00 am and 5:00 pm, Monday through Friday. The bids will be publicly opened at **9:30 AM** on **April 3, 2019** at the Bensenville Village Hall, 12 S. Center Street. No late bids will be accepted under any circumstances.

The bid must be in a sealed opaque envelope plainly marked **Lawn Maintenance – BID**.

The Village Board reserves the right to reject any and all bids or portions thereof.

Corey Williamsen
Deputy Village Clerk

TERMS AND CONDITIONS

- 1) Three (3) references are required. The references shall be of like-kind contracts.
- 2) The Village retains the right to cancel the contract for any or no specified reason.
- 3) The Village requires all bidders to read carefully all the specifications and what is required under the terms of the contract.
- 4) The Village will require proof of insurance. The requirements for insurance are provided under the Contract Provisions section of the bid document entitled Village Insurance Requirement.
- 5) ROW area is defined as the area between the curb and sidewalk which contain grass.
- 6) Pages 5, 6, 15, 16, and 24, **MUST** be signed in order to be considered a valid bid.
- 7) All questions are to be directed to Scott Viger the Director of Community & Economic Development, located at 12 S. Center Street, phone 630.350.3411.

Contract Extension & Escalator Clause:

Upon mutual agreement, this contract may be extended for two, one year periods, with the first extension running from April 1st, 2020 through March 31st, 2021; and the second extension from April 1st 2021 through March 31st, 2022.

A one time economic adjustment for labor, material, and equipment costs shall be allowed for each one year extension to the contract after the initial contract period. This economic adjustment may not exceed the Published Chicago Consumer Price Index (CPI) for the previous twelve month period.

The Village Board reserves the right to reject any and all bids or portions thereof

BIDDER INFORMATION SHEET

NAME: (PRINT) _____

SIGNATURE: _____

COMPANY NAME: _____
(PRINT)

ADDRESS: _____

TELEPHONE: _____

FACSIMILE: _____

SERVICE LOCATION, if different than above address:

Please Return to:

Corey Williamsen
Deputy Village Clerk
Village of Bensenville
12 S Center St.
Bensenville, IL 60106

The bid must be in a **sealed opaque** envelope **plainly marked: Lawn Maintenance – BID**.

The bids must be received by **09:30am on April 3, 2019** at which time they will be opened and publicly read.

It shall be the responsibility of the bidder to deliver its bid to the designated person at the appointed place, prior to the announced time for the opening of the bids. Late delivery of a bid for any reason, including faulty or late delivery by United States Mail or other carrier, will disqualify the bid.

BIDDING SCHEDULE

There are two different lot types that typically require mowing. The first type is roughly 50'x150' lot with a single family home, garage and driveway upon it. The second type is also roughly 50'x150', but it contains no structures upon it. Any properties that do not conform to one of these two conditions will be negotiated individually prior to the Contractor performing cutting services. All grass areas within the properties and Rights of Way are to be mowed and edges trimmed.

PROPOSAL FOR 2019 CONTRACT LAWN MAINTENANCE

Cost per lot, per mowing

Condition 1:

Cost to mow typical lot *with* structures on it
and mulch grass in place

\$ _____

Condition 2:

Cost to mow typical lot *without* structures on it
and mulch grass in place

\$ _____

Condition 3:

Cost to mow typical lot *with* structures on it
and collect and dispose of clippings

\$ _____

Condition 4:

Cost to mow typical lot *without* structures on it
and collect and dispose of clippings

\$ _____

Note: Grass will be a minimum of 8” in height when it requires cutting and may be as high as 12-14”

Options/Alterations:

Authorized Signature _____

Title : _____

Date: _____

SPECIAL PROVISIONS

General

These special provisions, and the Standard Specifications, and the Supplemental Specifications shall govern the work for the of 2019-2020 CONTRACT LAWN MAINTENANCE in the Village of Bensenville, Illinois.

Scope of Work

The work under this project shall consist of one contract for all material, tools, and all necessary appurtenances required for 2019 CONTRACT LAWN MAINTENANCE and all other collateral work needed to complete the project as specified herein. Only contractors qualified to perform this type of construction shall bid this project.

The following general Special Provisions shall apply to the work required to complete the mowing, trimming, and policing required for the Village mowing sites, as identified weekly by the Community and Economic Development Department. The following shall be required to be completed by the contractor at each site during each mowing, and this work shall not be paid for separately but shall be included in the price of each Mowing Site Cost.

The selected Contractor shall designate one responsible company agent to act as an overall foreman. Said foreman shall be fluent in English. The foreman shall notify the Community and Economic Development Department or his designee 24 hours prior to every day that the Contractor will be working. Any work performed without said notification shall not be paid for.

The Contractor agrees to repair or replace, to the satisfaction of the Community and Economic Development Department, or his agent, any vegetation or property damaged by his operations. The Contractor will furnish all labor, materials and equipment necessary to perform the work as outlined in accordance with the enclosed specifics. Prices indicated on the bid proposal for this contract shall include all work contemplated by these specifications.

The Contractor shall submit bi-weekly invoices to coincide with the Village Board Warrant, along with request of payment, an itemized listing of "work performed," referring to the individual mowing addresses during the period covered for payment. This listing of "work performed" will be necessary prior to the releasing of any payment.

These Special Provisions are intended to include all information necessary for the work contemplated. In case, by inadvertence or otherwise, these Special Provisions omit some information necessary for that purpose, the Contractor shall, nevertheless, be required to perform such work at either no expense to the Village, or at a negotiated cost with the Village, so that the maintenance program may be accomplished according to the true intent and purpose of these specifications.

If the Contractor defaults or neglects to carry out the work in accordance with the contract specifications, or fails to perform any provision of the contract, the Village may, after seven days written notice to the Contractor and without prejudice to any other remedy he may have, make good deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor; or at it's option, may terminate the contract.

Height of Cut

Mowing Sites:

Mowing equipment will be set between 2" to 2-1/2 " at all times. Grass cut should be maintained at 2" to 2-1/2" throughout. In other words, mower setting should depend upon terrain being mowed to insure a final grass height of 2". The Village shall have the right to inspect all equipment and height of cut immediately after mowing for compliance.

According to Village Ordinance, a property is posted for tall grass when it grows to 8" in height. Once posted, the property owner has 7 days to comply otherwise the Village will cut the property. Grass being cut under this contract will be a minimum of 8" in height, and can be 12-14" in some cases.

Frequency

As directed by the Community and Economic Development Department.

Properties must be posted for 7 days once the grass grows to 8" in height per ordinance. The contractor will be notified on the same day each week for the properties that require cutting. There will be several weeks in between mowing each lot with no set schedule. Some weeks may have as many as 15 lots to be cut. Other weeks may not have any lots at all that require cutting.

Trimming

Final trimming around objects such as curbs, benches, signs, railroad ties, trees, shrubs, parking stops, posts, etc. will be accomplished with suitable mechanical equipment capable of providing the same cutting height as the rest of the property. Proper trimming shall be completed before that specific property and site is to be considered completed. Trees, shrubs and other plants shall not be "barked" by contacting them with the mowing equipment or string trimmers.

Trash/Debris

At each site, trash, debris, glass, rocks, etc. shall be picked up from the entire property and properly disposed of before mowing begins. Mowing over paper, cups, cans and other litter shall not be acceptable and shall result in no payment for that mowing.

Equipment Condition

All equipment shall be in good, safe, and proper operating condition. All mowing equipment shall have sharp blades so that the grass is cut properly. Any equipment leaking gasoline or oil shall immediately be removed from service and not allowed to be used again until said leak has been repaired.

Fuel/Oiling

Mowers shall not be fueled or oiled in grass areas. All equipment shall be moved to a concrete area to be fueled. Any worker caught fueling in a grass area may be removed from the project for the duration of the contract at the sole discretion of the Village.

Clippings

Grass shall be either mulched in place so as not to leave piles or clumps of clippings visible on the property, or it shall be collected and hauled away by the contractor, whichever method is selected by the Village after bid opening. Grass shall be cut in the direction that deposits the clippings in the opposite direction of pavement and landscape beds. If piles of clippings are found to be present on a property, services at said property will not be paid for by the Village.

Hours of Operation

The contractor may perform the work on any day or days of the week except Sunday. Work shall be performed between the hours of 7:00 a.m. and 7:00 p.m. The Community and Economic Development Department will notify the Contractor of any events or requirements that may impact or be affected by the performance of Contractor's maintenance duties and the Contractor shall reschedule his mowing schedule to accommodate the Village.

Personnel, Appearance and Uniforms

The Contractor's personnel shall, at all times, present a neat appearance, and all work shall be performed and all complaints handled with due regard to the Village of Bensenville's public relations. The Contractor's personnel shall, at all times, wear matching T-Shirts bearing the name of the contractor in large type. The Village of Bensenville and the Contractor will each be promptly notified by the other of any complaints received from nearby neighbors and property owners. At all times the Contractor's mowing crew foreman or crew leader shall have a copy of this contract's specifications and mowing sites list in their possession at the work sites and be familiar with its contents. The Contractor shall utilize competent employees in performing the work specified in this agreement. At the request of the Village of Bensenville, the Contractor will replace any incompetent, unfaithful, abusive or disorderly person in his or her employ.

Public Safety and Convenience

The Contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. Upon verbal notice from the Supervisor of Forestry or his authorized representative the Contractor shall discontinue said hazardous work practice. It is required that the Contractor keep the necessary guards and protective devices at locations where work is being performed to prevent injury to the public or damage to public to private property.

Fertilizing

No fertilizing is required in this contract.

Partial Payment

Payments shall be processed within 45 to 60 days. The payment form shall be the document that the Contractor shall submit each bi-weekly, along with request of payment, showing an itemized listing of "work performed," referring to the individual mowing addresses during the period covered for payment. This listing of "work performed" will be necessary prior to the release of any payment. Upon approval by the CED Department, the Village shall contact the Contractor to inform them of the approved amount for which the necessary lien waivers should be made. The waivers shall include all amounts paid to the contractors, subcontractors, suppliers, and their respective supporting lien waivers shall accompany the Contractor's request.

Supporting lien waivers for subcontractors and suppliers shall be prepared on double faced forms, one side entitled "Waiver of Lien" and the other side "Contractor's Affidavit". Each side shall be completely filled out. The Contractor's Affidavit shall show names of all suppliers and contractors providing material and services for the subcontractor. Partial waivers shall be on Form 1722 C.T. & T. Company.

Acceptance and Final Payment

Final payment will be made sixty (60) days after the work is fully completed and the contract fully performed.

Request for final payment shall be accompanied by the documentation outlined hereinbefore in the special provision covering PARTIAL PAYMENTS. Final lien waivers shall be on Form 1550 C.T. & T. Company.

Except as modified by the foregoing, final payment will be made in accordance with the requirements of Article 109.08 of the Standard Specifications as applicable to work.

Quantities for this contract shall be subject to the contract unit price applied to final measured quantities.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Village a complete release of all liens arising out of this contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that the releases and receipts include all the labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Village, to indemnify him against any lien.

If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the Village all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable Attorney's fee.

Changes in the Work

The Village, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except that any claims for extension of time caused thereby shall be adjusted at the time of ordering change.

In giving instructions, the Village shall have the authority to make minor changes in the work involving extra costs and not inconsistent with the purpose of the work. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless it is in pursuance of an order by the Community and Economic Development Department, and no claim for an addition to the Contract sum shall be valid unless so ordered.

The value of any such work change shall be determined in one or more of the following ways:

- a. By estimate and acceptance in lump sum;
- b. By unit prices named in the Contract and subsequently agreed upon;
- c. By cost and percentage;
- d. By cost and a fixed fee.

If none of the above methods are agreed upon, the Contractor shall proceed with the work, provided he receives an order as above. In such cases and also under cases (c) and (d), he shall keep account of the net cost of labor and materials, together with vouchers. In any case, the Supervisor shall certify to the amount, including reasonable allowances for overhead and profit due to the Contractor. Pending final determination of value, payments on account of changes shall be made on the Village's estimate.

Claims for Extra Cost

If the Contractor claims extra cost under this Contract either by drawings or otherwise, he shall give the Supervisor written notice thereof within a reasonable time after receipt of such

instructions, except in emergency which endangers life or property. The procedure shall then be as provided under CHANGES IN WORK. No such claim shall be valid unless so made.

Correction of Work Before Final Payment

All materials determined by the Village as failing to conform to the Contract shall be promptly removed from the premises by the Contractor, whether incorporated into the work or not. He shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Village. He shall bear all costs of making good the work of other contractors which is destroyed or damaged by such removal or replacement.

If the Contractor does not remove such non-conforming work and materials within a reasonable time as fixed by written notice, the Village may remove them and store the material at the expense of the Contractor. If the Contractor fails to pay the expense of such removal within ten (10) days thereafter, the Village may, upon ten (10) days notice in writing, sell such materials at auction or private sale and shall account for the new proceeds thereof after deducting all cost and expense that should have been borne by the Contractor.

Payment Withheld

The Village may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment certificate to such extent as may be necessary to protect itself from loss on account of:

1. Defective work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims;
3. Failure of the contractor to make payments properly to subcontractors or for material or labor;
4. Damage to other contractors' tools, materials, work or equipment; 5. Damage to public or private property.

When the above grounds are removed, payment shall be made for amounts withheld because of it.

Deductions for Uncorrected Work

If the Village deems it inexpedient to correct work done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefrom.

Public Safety and Convenience

During his operations, the Contractor shall keep the site of the work and adjacent premises as free from material, debris, excessive dust, and rubbish as is practical and shall remove same entirely and at once, if, in the opinion of the Supervisor, such material, debris, excessive dust or rubbish constitutes a nuisance, a safety hazard, or is objectionable in any way to the Public.

Before the final acceptance of the work, the Contractor shall remove all temporary work, equipment, unused and useless materials, rubbish, debris, etc. and shall leave the site of work in a neat and presentable condition wherever his operations have disturbed conditions which existed at the time of starting work. The cost of this cleaning up shall be incidental to the contract.

The Contractor shall be liable for damages to property, real or personal, which may arise from his operations under this contract. All existing structures in the vicinity of the work shall be protected against damage during performance of the work.

The Contractor shall protect pedestrians, vehicles, streets, sidewalks and buildings against damage. Any damage so resulting shall be entirely the responsibility of the Contractor.

Noise Restrictions

All engines and engine driven equipment shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise.

This time regulation shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs, and lighting, or to work of an emergency-type nature.

Exceptions: Any machine or device or part thereof which is regulated by or becomes regulated by Federal or State of Illinois noise standard shall conform to those standards.

Requests to modify or deviate from these requirements shall be submitted in writing by the Contractor and must be approved in writing by the Supervisor.

CERTIFICATE OF COMPLIANCE

DRUG FREE WORK PLACE ACT 30 ILCS 580/ 1 et. seq.

I, _____, the contractor under a certain contract dated: _____ with the Village of Bensenville for _____ hereby certifies that said contractor shall, as a condition of the aforesaid contract, provide a drug free workplace by:

A) Publishing a statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited at the contractor's workplace or work site;
- 2) Specifying the actions that will be taken against employees for violations of such prohibition.
- 3) Notifying the employee that, as a condition of employment on such contract, the employee will:
 - a) abide by the terms of the statement; and
 - b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

B) Establishing a drug free awareness program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the contractor's policy of maintaining a drug free workplace;
- 3) any available drug counseling, rehabilitation, and employee assistance programs and
- 4) the penalties that may be imposed upon employees for drug violations.

C) Making it a requirement to give a copy of the statement required by subsection A) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace or worksite.

- D) Notifying the Village of Bensenville within 10 days after receiving notice under part b) of paragraph 3) of subsection A) from an employee or otherwise receiving actual notice of such conviction.
- E) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by paragraph H) below.
- F) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the foregoing.
- H) Employee sanctions and remedies. A contractor shall, within 30 days, after receiving notice from an employee of a conviction of a violation of a criminal drug statute occurring in the workplace:
 - 1) Take appropriate personnel action against such employee up to and including termination; or
 - 2) Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

Contractor:

By: _____

Title: _____

SUBSCRIBED AND SWORN to before

me this _____ day of _____, 2019.

NOTARY PUBLIC

CERTIFICATE OF COMPLIANCE

CRIMINAL CODE OF 1961

720 ILCS 5/33/2 et. seq.

I, _____, the contractor under a certain contract dated:
_____ with the Village of Bensenville for _____ hereby
certifies that said contractor is not barred from bidding on the aforesaid contract as a result of a
violation of any applicable provision of the Criminal Code of 1961.

Contractor:

By: _____

Title: _____

SUBSCRIBED AND SWORN to before

me this _____ day of _____, 2019.

NOTARY PUBLIC

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS FOR PROCUREMENT OF MATERIALS

The following conditions apply to all purchases/services and become a definite part of each invitation to bid where applicable. Failure to comply may disqualify your bid.

ELIGIBILITY TO BID

Non-Discrimination in Employment - Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or otherwise commit an unfair employment practice. The bidder, his sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall commit within the State of Illinois, under this contract, any unfair employment practices as defined in the act of the 72nd General Assembly entitled "Fair Employment Practices Act". Contractor is referred to Ill. Rev. Stat. 1961) ch. 48, paragraph 851 et seq. The contractor in all contracts entered into with suppliers of materials or services, and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

- 1) Prevailing Wages (if applicable) – As required by federal, state and local regulations.
- 2) Removal or Suspension of Bidders - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:
 - a) Services performed do not comply with specifications of contract with the vendor;
 - b) Work is not done within the contract's specified in the contract;
 - c) An offer is not kept firm for the length of time specified in the contract;
 - d) Contractor fails to provide performance bond when required by invitation to bid;
 - e) Contractor is found guilty of collusion;
 - f) Bankruptcy or other evidence of insolvency is found;
 - g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.

3) Compliance to Law -

The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or any other local

- a) governing agencies which may in any manner affect the preparation of proposal or the performance of this contract.
- b) All merchandise or commodities must conform to all standards and regulations as set forth under the Occupation Safety Health Administration (O.S.H.A.)

CONDITIONS FOR BIDDING

1) Bid Definitions -

- a) Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work / specifications, the bid price form and the proposed contract documents including addenda issued prior to receipt of bids.
- b) Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.

2) Bid Price Form - Shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked "Lawn Maintenance - BID".

3) Late Bids - Formal bids received after specified bid opening time will not be considered and will be returned unopened.

4) Withdrawal of Bids - A written request for withdrawal is required and must be received before bid opening. After bid opening, bids become a legal document and an integral part of the bid and shall not be withdrawn. Such requests are to be directed to the attention of the Deputy Village Clerk, telephone number (630) 350-3404.

5) Examination of Bidding Documents - Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (3) days prior to bid due date, notify the Village Clerk who will, if necessary, send written addenda to all bidders.

The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.

- 6) Mistake in Bid and Bid Changes - No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.
- 7) Bid Binding - Unless otherwise specified, all bids shall be binding for Ninety (90) days following the bid opening date.
- 8) Changes in Contract Documents - Changes or corrections may be made by the Village in contract documents after they have been issued by the Village to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. Except in unusual cases, addenda will be issued to each of the bidders at least four (4) days prior to date established for receipt of bids.
- 9) Response to Invitations - Contractors who are unable to bid or do not desire will provide a letter of explanation and return the bid form. Contractors who fail to respond on two (2) successive bids will be removed from the qualified bidder's list.
- 10) Bid Attachments - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.
- 11) Bidder's Competence - The Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the bidder shall submit to the Village a properly executed Contractor's Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.
- 12) Bid Opening - At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.
- 13) Bid Award - The bidder acknowledges the right of the Village to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different bidders or all items to a single bidder (to accept, split, and or reject part(s) of any of all bids). In addition, the bidder recognizes the right of the Village to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

AWARD OR REJECTION OF BIDS

- 1) Award or Rejection - Contracts are awarded to the lowest, most responsible bidder. In determining the responsibility of a bidder, the following are taken into consideration:
 - a) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - b) The current, uncompleted work in which a contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
 - c) The financial resources of the bidder;
 - d) Cash discounts offered;
 - e) Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price therefore, is to be taken into consideration, and a bid which is low in point of price may be rejected if the material to be furnished is not the best;
 - f) Direct, indirect and incidental costs to the Village;
- 2) Notice of Award - A delivered executed contract shall be the binding contract.

CONTRACT PROVISION

- 1) Material, Equipment, and Workmanship: - Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. CONTRACTOR shall, if required to furnish satisfactory evidence as to the source, kind and quality of the materials and equipment incorporated in the GOODS.
- 2) Village Supervision - The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as “additions”.
- 3) Village Insurance Requirement – Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors.

Minimum Scope of Insurance Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village of Bensenville named as additional insured; and
- (2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville as insured; and
- (3) Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90 or newer), Symbol 01 “Any Auto.”
- (4) Workers’ Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability Insurance.

B) Minimum Limits of Insurance Contractor shall maintain limits no less than:

- (1) Commercial General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- (2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker’s Compensation and Employers’ Liability: Workers’ Compensation coverage with statutory limits and Employers’ Liability limits of \$1,000,000 per accident.

C) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village of Bensenville. At the option of the Village of Bensenville, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Bensenville, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

D) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) General Liability and Automobile Liability Coverages
 - (a) The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.

- (b) The Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
 - (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (2) **Workers' Compensation and Employers' Liability Coverage**
The insurer shall agree to waive all rights of subrogation against the Village of Bensenville, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.
- (3) **All Coverages**
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the Village of Bensenville.

E) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois

F) Verification of Coverage

Contractor shall furnish the Village of Bensenville with certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements affecting coverage require by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Bensenville and are to be received and approved by the Village of Bensenville before any work commences. The Village of Bensenville reserves the right to request full certified copies of the insurance policies and endorsements.

G) Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H) Assumption of Liability

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement

I) Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Bensenville, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connections therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

- 4) Default - The Village may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

If the contractor fails to make delivery or to perform the services within the time specified herein or any extension hereof.

In the event the board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the Village for any excess costs for such similar supplies for services; PROVIDED that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- 5) Bidder's Access to Procurement Information - All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.
- 6) Acceptance - Contracted work will be considered accepted when final payment is made.
- 7) Payment -
 - a) For services of merchandise ordered by purchase order, payment will be made to a vendor provided and service or merchandise has been properly tendered to and accepted by the Village. Payment by check to a vendor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 1st and 3rd Tuesdays of the month.
- 8) Guarantees and Warranties -
 - a) All material, workmanship, services, and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for the period of time specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, without delay, at no extra charge to the Village. Said time period shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, without delay, at no extra charge to the Village.
 - b) All warranties for materials or equipment must be received with title before payment for same is recommended.
- 9) Changes/Additional Services/Deletions - Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village Manager, or his/her designee, prior to such changes or modifications being made. Any additional service desired from the contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the proposal page and will be agreed to with the contractor prior to additional work commencing. In the event that charges for additional services cannot be agreed upon, bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.

10) Change Order Authorization - Pursuant to Public Act 85-1295 (Ill.Rev.Stat.ch.38, paragraph 33E-1 et seq.), no change order may be made in this contract which would authorize or necessitate an increase or decrease in either the cost of the contract by \$10,000.00 or more, or the time of completion by 30 days or more unless one of the following certifications is made by either the Village Board or its designee that:

- a. Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
- b. The circumstances said to necessitate the Change were not within the contemplation of the contract as signed; or
- c. The change is in the best interest of the Village;

The party authorized to execute the above certification is the Village of Bensenville.

VENDOR:

Village of Bensenville:

Signature

Signature

Title

Title

Date

Date

04.03.19 Tall Grass Program

We had four options in the Bid

Condition 1:

Typical Lot with structure and mulch in place

Condition 2:

Typical Lot without Structure and mulch in place

Condition 3:

Typical Lot with structure and collect and dispose of clippings

Condition 4:

Typical Lot without structures and collect and dispose of clippings

Previous contract for standard Lot was \$90 from Eagles Landscape.

Contractor	Condition 1	Condition 2	Condition 3	Condition 4
LAR	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
Municipal Resource Mgmt.	\$ 90.00	\$ 100.00	\$ 95.00	\$ 110.00
Eagles	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
Fleck	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00

Staff recommends Conditions 3 & 4, collecting and disposal of clippings.

TYPE:Ordinance**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**04.16.19**DESCRIPTION:**

Ordinance Approving Three (3) Special Use Permits: Motor Vehicle Sales, Truck Repair, and Outdoor Storage Area and a Variance, Outdoor Storage Area Location at 877 Supreme Drive, Bensenville

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

n/a

DATE:**BACKGROUND:**

1. The Petitioner is applying for Special Use Permits and a Variance to operate their truck sales and repair facility at 877 Supreme Dr.
2. CIT has agreed to terms with Prologis on the former Law Auto property.
3. They will relocate their parts operation from Thomas Drive and expand to truck sales & service.

KEY ISSUES:

1. Fills a vacancy in a prominent industrial property.
2. Helps retain an existing business and allows them to expand their services.
3. Potentially increased sales tax to the Village.

ALTERNATIVES:

1. Discretion of the Board.

RECOMMENDATION:

1. The staff respectfully recommends that the three (3) Special Use Permits and Variance be approved.
2. At the Public Hearing on April 2, 2019, the Community Development Commission voted unanimously (4-0) to recommend approval of the Requests with the conditions recommended by staff (attached). Motion passed.

BUDGET IMPACT:

n/a

ACTION REQUIRED:

Approval of an Ordinance Approving (3) Special Use Permits: Motor Vehicle Sales, Truck Repair, and Outdoor Storage Area and a Variance, Outdoor Storage Area Location at 877 Supreme Drive, Bensenville.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Ordinance	4/9/2019	Ordinance
Aerial & Zoning Maps	3/28/2019	Backup Material
Application	3/28/2019	Backup Material
CIT Trucks Background info	3/28/2019	Backup Material
Staff Report	3/28/2019	Executive Summary

ORDINANCE # _____

**AN ORDINANCE GRANTING APPROVAL OF SPECIAL USE PERMITS TO ALLOW
MOTOR VEHICLE SALES, TRUCK REPAIR, AND OUTDOOR STORAGE AREA, AND
A VARIANCE TO OUTDOOR STORAGE AREA LOCATION
AT 877 SUPREME DRIVE, BENSENVILLE, ILLINOIS**

WHEREAS, Prologis (“Owner”) and CIT Trucks (“Applicant”) filed an application for Special Use Permits, Motor Vehicle Sales, Truck Repair, and Outdoor Storage Area, Municipal Code Section 10 – 7 – 2; and Variance, Outdoor Storage Area Location, Municipal Code Section 10 – 7 – 3W of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”) for the property located at 877 Supreme Drive, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the Special Use Permits and Variance sought by the Applicant was published in the Bensenville Independent on Thursday, March 14, 2019 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on April 2, 2019 as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, after hearing the application, the Community Development Commission agreed with the findings of fact submitted by Applicant recommending approval of the Special Uses and Variance and, thereafter, voted unanimously (4-0) to recommend approval of the special uses and variance, and forwarded its recommendations, including the Staff Report and findings relative to the special uses and variance to the President and Board of Village Trustees, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested Special Use Permits and Variance as

recommended by the Community Development Commission to allow the Special Uses and Variance is consistent with the Zoning Ordinance.

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

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

SECTION TWO: That the Staff Report and Recommendation to approve the Special Use Permits and Variance sought, as allowed by the Zoning Ordinance, Sections 10 – 7 – 2 and 10 – 7 – 3W as adopted by the Community Development Commission as shown in Exhibit “B” is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said Special Use Permits and Variance are proper and necessary.

SECTION THREE: That the Special Use Permits for Motor Vehicle Sales, Truck Repair, and Outdoor Storage Area and Variance to allow Outdoor Storage Area in the Required Front Yard as sought by the Applicant of the Subject Property is hereby granted.

SECTION FOUR: That the Special Use Permits and Variance sought by the Owner/Applicant on the Subject Property is hereby approved with the following conditions:

1. 1) The Special Use Permits be granted solely to the CIT Trucks and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new occupant without amendment to the Special Use Permits, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permits, the new occupant shall be required to petition for a new public hearing before the CDC for a new Special Use Permits;
- 2) Outdoor Storage of vehicles and/or equipment waiting for repair should be limited to no more than 25% of the lot;
- 3) Outdoor Storage shall occur on improved surfaces only;
- 4) A landscape plan shall be submitted to and approved by Village staff.

SECTION FIVE: That all requirements of the Zoning Ordinance shall be applicable except as allowed by the Special Use Permits and Variance granted herein.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 16th day of April 2019.

Frank DeSimone, Village President

ATTEST:

_____,
Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # ____- 2019
Exhibit "A"

The Legal Description is as follows:

LOT 1 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 4, BEING A RESUBDIVISION OF PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 2 AND PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1984 AS DOCUMENT NO. R84-88005, IN DUPAGE COUNTY ILLINOIS.

COMMONLY KNOWN AS 877 SUPREME DRIVE BENSENVILLE, IL 60106.

Ordinance # ____ - 2019
Exhibit “B”
Findings of Fact

Mr. Pozsgay reviewed the approval criteria for the proposed special use requests consisting of:

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

Applicant’s Response: Traffic will be typical for the industrial district along Foster.

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

Applicant’s Response: The use will have no adverse impact on neighbors.

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

Applicant’s Response: The use fits in with the surrounding industrial.

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

Applicant’s Response: No additional public services or facilities will be required.

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

Applicant's Response: Without the special uses requested, we will not be able to operate our sales facility at this location, which will generate sales tax to the Village.

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

Applicant's Response: This is compatible with similar special use requests.

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

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

Applicant's Response: Special circumstances exist due to the number of employees and needed sales display area.

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

Applicant's Response: Without the requested variances, the project cannot move forward.

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

Applicant's Response: The special circumstances relate to the property and layout and are not a result of the business.

- 4) **Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly

authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

Applicant's Response: The variances are not the result of any action of the applicant.

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

Applicant's Response: The variances confer the rights of the district.

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

Applicant's Response: The variances are necessary for the use of the property.

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

Applicant's Response: The variances will not alter the local character.

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

Applicant's Response: The variances are consistent with the title and plan.

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

Applicant's Response: These are the minimum variances needed to operate our facility.

Mr. Pozsgay stated Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the request as presented with the following conditions:

1. The Special Use Permits be granted solely to the CIT Trucks and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new occupant without amendment to the Special Use Permits, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permits, the new occupant shall be required to petition for a new public hearing before the CDC for a new Special Use Permits;
2. Outdoor Storage of vehicles and/or equipment waiting for repair should be limited to no more than 25% of the lot;
3. Outdoor Storage shall occur on improved surfaces only;
4. A landscape plan shall be submitted to and approved by Village staff.

There were no questions from the Commission.

Motion: Commissioner Wasowicz made a motion to close CDC Case No. 2019-08. Commissioner King seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 6:57 p.m.

Motion: Commissioner King made a combined motion to approve the Findings of Fact for CDC Case No. 2019-08 as presented by Staff and to approve the special use request for motor vehicle sales with Staff's recommendations. Commissioner Wasowicz seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Wasowicz made a combined motion to approve the Findings of Fact for CDC Case No. 2019-08 as presented by Staff and to approve the special use request for truck repair with Staff's recommendations. Commissioner King seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Motion: Commissioner King made a combined motion to approve the Findings of Fact for CDC Case No. 2019-08 as presented by Staff and to approve the special use request for outdoor storage with Staff's recommendations. Commissioner Wasowicz seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Motion: Commissioner King made a combined motion to approve the Findings of Fact for CDC Case No. 2019-08 as presented by Staff and to approve the variance request for outdoor storage area location with Staff's recommendations. Commissioner Wasowicz seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Ronald Rowe, Chairman
Community Development Commission

CDC#2019 – 08

877 Supreme Dr
CIT Trucks

(3) Special Use Permits:

Motor Vehicle Sales, Truck Repair, and Outdoor Storage Area

Municipal Code Section 10 – 7 – 2, and

Variance, Outdoor Storage Area Location,

Municipal Code Section 10 – 7 – 3W



Village of Bensenville

877 W Supreme Dr.

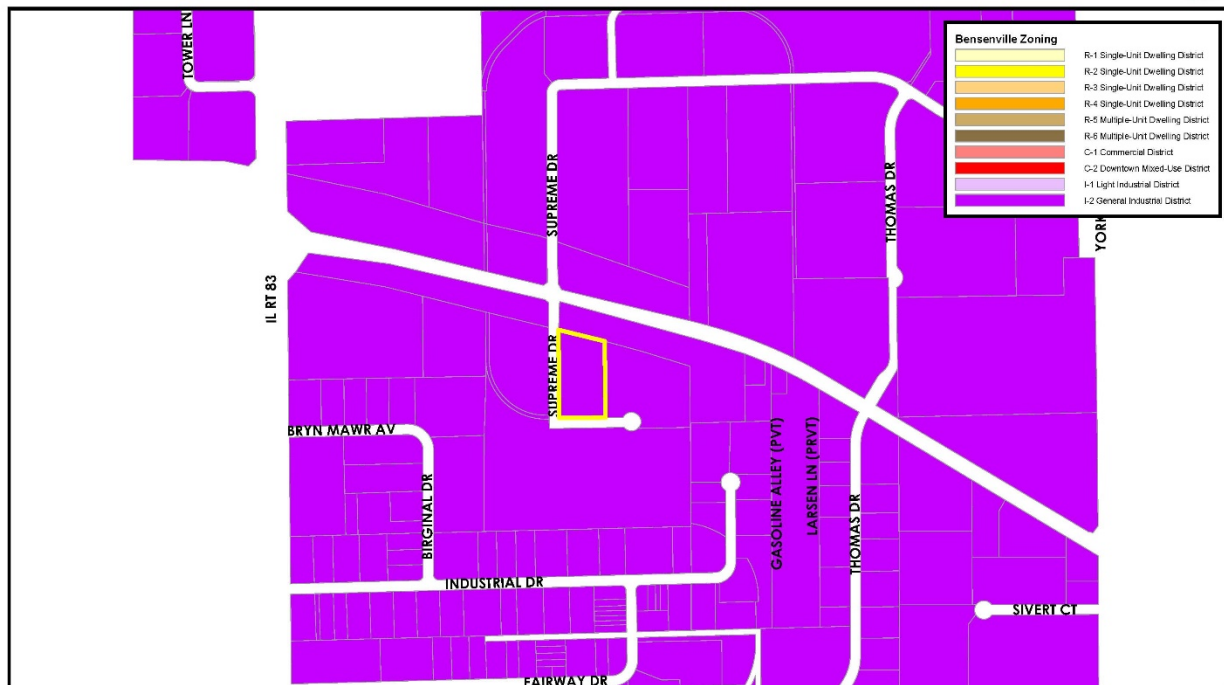


Date: 3/12/2019



Village of Bensenville

Zoning Map



Date: 3/12/2019

For Office Use Only

Date of Submission: _____ MUNIS Account #: _____ CDC Case #: _____

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 877-879 Supreme Dr - Bensenville Industrial Park #9

Property Index Number(s) (PIN): 03-02-302-005

A. PROPERTY OWNER:

Prologis 2, L.P.	Prologis, Inc.	
Name	Corporation (if applicable)	
<u>6250 N. River Rd., Suite 1100</u>		
Street	IL	60018
Rosemont	State	Zip Code
City	<u>847/292-3936 / solvany@prologis.com</u>	
Sean Olvany	Telephone Number & Email Address	
Contact Person		

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

Property Owner Signature: [Signature] Date: 3/11/19

B. APPLICANT: ☐ Check box if same as owner

CIT Trucks, LLC	305 w. Northtown Rd. Ste A, Normal IL 61761	
Name	Corporation (if applicable)	
<u>6250 N. River Rd., Suite 1100</u>		
Street	IL	61761
Normal	State	Zip Code
City	<u>309/445-8100 dmitchell@cittrucks.com</u>	
Daniel Mitchell	Telephone Number & Email Address	
Contact Person		
Prospective Tenant		
Relationship of Applicant to subject property		

Applicant Signature: [Signature] Date: 3/11/19

C. ACTION REQUESTED (Check applicable):

- ☐ Annexation
 - ☒ Special Use Permit
 - ☐ Master Sign Plan
 - ☐ Planned Unit Development**
 - ☐ Plat of Subdivision
 - ☐ Rezoning (Map Amendment)
 - ☐ Site Plan Review
 - ☒ Variance
- *Item located within this application packet.
 **See staff for additional information on PUD requests

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

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

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

Special Use Permit and variance to allow truck repair, truck sales, and outdoor storage/display of trucks out of current I-2 zoning classification

D. PROJECT DATA:

1. General description of the site: Class B Industrial Warehouse
2. Acreage of the site: 2.00 Building Size (if applicable): 51,842 SF
3. Is this property within the Village limits? (Check applicable below)
☒ Yes
☐ No, requesting annexation
☐ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.
4. List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	I-2	Industrial/Warehousing	Bensenville
North:	I-2	Industrial/Warehousing	Bensenville
South:	I-2	Industrial/Warehousing	Bensenville
East:	I-2	Industrial/Warehousing	Bensenville
West:	I-2	Industrial/Warehousing	Bensenville

E. DEVELOPER'S STAFF (if applicable):

ARCHITECT

Name: Prologis 2, L.P.

Telephone: _____

Email: _____

ENGINEER:

Name: Prologis 2, L.P.

Telephone: _____

Email: _____

ATTORNEY

Name: Prologis 2, L.P.

Telephone: _____

Email: _____

OTHER

Name: Prologis 2, L.P.

Telephone: _____

Email: _____

F. APPROVAL CRITERIA:

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

STATE OF ILLINOIS

)

)SS.

COUNTY OF DUPAGE AND COOK

)

AFFIDAVIT OF OWNERSHIP

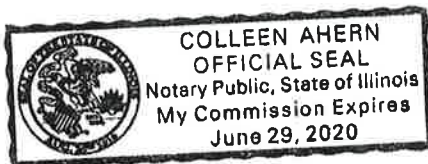
I JEFF FOLKMAN the undersigned Affiant, being first duly sworn,
on oath states:

1. That Affiant has personal knowledge of the representations and statements made herein, and has examined all necessary documents, records of ownership and such other information as is required to confirm the statements and representations herein;
2. That the owner(s) and contract purchaser(s), if any, as set forth on the Petition attached hereto is (are) the owner(s) of record and contract purchasers of said property;
3. That all consents to the attached Petition required of lenders or of others holding an interest in the property have been obtained;
4. This Affidavit of Ownership is given to induce the Village of Bensenville, without further inquiry as to ownership or purchase interest, to rely on said statements and representations and to process and set for Public Hearing the Petition as attached hereto; and,
5. Affiant is aware of and has been advised that any false statement set forth in this Affidavit of Ownership may subject Affiant to criminal sanctions for perjury, punishable as provided by the statutes of the State of Illinois in relation to the crime of perjury.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit of Ownership
this 11TH day of MARCH 2019.

[Signature]
Signature

SUBSCRIBED and SWORN to
before me this 11th day of March 2019.
[Signature]
Notary Public



About CIT Trucks

CIT Trucks was founded and incorporated on November 6, 1975 as Central Illinois Kenworth Sales and Service, Inc. The company headquarters are located in Normal, Illinois. Since our inception in November 1975, CIT Trucks has grown to fifteen locations and employs nearly 650 people in Normal, Peru, Springfield, Morton, Champaign, Bensenville, Joliet, Troy, Grayslake, Rockford, LaSalle, Mokena, Pleasant Plains, Peoria, and Atlanta, Illinois. We represent Kenworth, Volvo, Mack, and Isuzu trucks.

We are proud of our company's heritage and are confident that, with the help of our highly capable and enthusiastic employees, the future is very bright for CIT Trucks.

CIT Trucks is in business to serve its customers with the best line of heavy and medium-duty trucks, related equipment, the most complete inventory of parts, and the highest quality of mechanical and body repair services available.

History

CIT Trucks was founded and incorporated on November 6, 1975, as Central Illinois Kenworth Sales and Service, Inc. and began operations as a Kenworth Truck dealership.

The company relocated to its present 57,000 square foot facility in Normal, Illinois in November, 1976 and today owns four separate truck franchises, and employs almost 600 people at locations in Normal, Peru, Springfield, Morton, Peoria, Champaign, **Bensenville**, Troy, Joliet, Grayslake, Rockford, LaSalle, Pleasant Plains, and Atlanta, Illinois.

In May, 1985 the company purchased a Volvo franchise in addition to the existing Kenworth franchise and the corporate name was changed to Central Illinois Trucks, Inc. also known as CIT Trucks. An Isuzu Truck of America franchise was added in November, 1985.

In March, 1989, our second dealership location was opened on Interstate 80 in Peru, Illinois. These operations are housed in a 32,550 square foot facility.

In August, 1995, a new 22,000 square foot facility was built to house our third dealership location on Interstate 55 in Springfield, Illinois. We moved our existing Body Shop operation into a new, 25,000 square foot, state-of-the-art building in Normal, Illinois in March, 1997.

In May, 2001, CIT Trucks opened our fourth dealership location in a 39,000 square foot facility on Interstate 74 in Morton, Illinois.

In April, 2003 CIT Trucks opened its fifth full-service dealership in Champaign-Urbana, Illinois housed in a new 22,000 square foot facility located at Interstate 57 and 74 that is currently expanding. The company also opened two fleet maintenance facilities, one in

Pleasant Plains, Illinois and the other in Atlanta, Illinois. Since then, a third fleet maintenance facility has been opened in Peoria, Illinois.

In April, 2004, CIT Trucks was granted the Kenworth Truck franchise for the Chicago area. We opened in a service dealership in Shorewood, Illinois and a **retail parts distribution center in Bensenville**, Illinois in October, 2004. We moved to a new 30,000 square foot full service dealership in Joliet, Illinois, on Interstate 55 and 80 in 2006.

In April, 2006, we opened a truck leasing division and we are doing business as Central Truck Leasing, a division of CIT Trucks.

In April, 2011, CIT Trucks was granted the Kenworth Truck franchise in southern Illinois and eastern Missouri, and we opened a retail parts distribution center in Edwardsville, Illinois. In May, 2011, our company continued to expand as we formed our own finance company, Central Truck Finance, a division of CIT Trucks. On May 1, 2012, we moved into a new 32,000 square foot facility in Troy, Illinois at Interstate 55 and 270.

On June 1, 2012, we purchased the assets of Northern Illinois Mack, Inc. and Rockford Truck Sales, Inc. in Northern Illinois – Grayslake, Rockford, and LaSalle. With this purchase came the addition of Mack Trucks to our list of truck franchises.

In November 2013, a new 38,000 square foot dealership opened in Mokena, Illinois on Interstate 80.

Since our inception in November 1975, CIT Trucks has grown to 15 locations covering an assigned market territory of 68 counties throughout Illinois, Missouri, and Indiana. We are proud of our company's heritage.

MOST RECENT DEALER AWARDS

- 2016 Kenworth Parts Dealer of the Year
- 2015 Kenworth Dealer Excellence Silver Award
- 2014 Volvo Parts Dealer of the Year
- 2014 Kenworth Dealer Excellence Silver Award
- 2014 Illinois Trucking Association Allied Member of the Year
- 2014 Universal Technical Institute Outstanding Industry Partner
- 2013 Kenworth Dealer Excellence Gold Award
- 2013 Kenworth TRP All Makes Dealer of the Year
- 2009 Kenworth Medium Duty Dealer of the Year
- 2008 Kenworth Customer Support Dealer of the Year

STAFF REPORT

HEARING DATE: April 2, 2019
CASE #: 2019 – 08
PROPERTY: 877 Supreme Dr
PROPERTY OWNER: Prologis
APPLICANT: CIT Trucks
SITE SIZE: 154,788 SF
BUILDING SIZE: 51,842 SF
PIN NUMBER: 03-02-302-005
ZONING: I – 2 General Industrial District
REQUEST: (3) Special Use Permits:
Motor Vehicle Sales, Truck Repair, and Outdoor Storage Area
Municipal Code Section 10 – 7 – 2, and

Variance, Outdoor Storage Area Location,
Municipal Code Section 10 – 7 – 3W.

PUBLIC NOTICE:

1. A Legal Notice was published in the Bensenville Independent on Thursday March 14, 2019. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on Friday March 15, 2019.
3. On Friday March 15, 2019, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Petitioner is applying for Special Use Permits and a Variance to operate their truck sales and repair facility at 877 Supreme Dr. CIT has agreed to terms with Prologis on the former Law Auto property. They will relocate their parts operation from Thomas Drive and expand to truck sales & service.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	I – 2	Industrial	Industrial	Village of Bensenville
North	I – 2	Industrial	Industrial	Village of Bensenville
South	I – 2	Industrial	Industrial	Village of Bensenville
West	I – 2	Industrial	Industrial	Village of Bensenville
East	I – 2	Industrial	Industrial	Village of Bensenville

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

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

Finance:

Account up to date.

Police:

No response.

Engineering and Public Works:

A triple basin floor drain is required.

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

- 1) Fills a vacancy and retains a business.
- 2) Adds jobs and potential additional customer spending in the Village.
- 3) Provides sales tax to the Village.

Fire Safety:

No comments at this time.

Building:

Repair garages shall be mechanically ventilated in accordance with the International Mechanical Code. (IBC 406.8.2)

Planning:

- 1) The 2015 Comprehensive Plan indicates “Local Commercial” for this property.
- 2) Current zoning is I-2 Industrial District.
- 3) The former use of this site was also a motor vehicles sale and repair business, which was granted Special Use Permits to allow Motor Vehicle Repair and Outdoor Sales.
- 4) In the I-2 District, Motor Vehicle Sales, Truck Repair, and Outdoor Storage Area each require Special Use Permits.

- 5) Motor Vehicle Sales must be in compliance with § 10-7-3.T Motor Vehicle Rental or Motor Vehicle Sales.
 - a. Screening. The street frontage adjacent to any outdoor sales and display area shall be improved with landscape screening in accordance with the requirements of § 10-9-5.B (Parking Lot Perimeter Landscape).
 - b. Light Pollution. The illuminance of any outdoor sales and display area shall not exceed 10 foot-candles as measured at any location on the lot.
- 6) Truck Repair must be in compliance with use standards § 10-7-3.BB Truck Repair.
 - a. Outdoor Storage. Disabled or inoperable trucks and those awaiting pick-up may be stored outdoors if the following conditions are met:
 - i. Location. Outdoor storage of trucks is prohibited in the front yard and corner side yard.
 - ii. Screening. To the extent practicable, storage areas shall be screened from view of street by building and/or landscape screening in accordance with the requirements of § 10-9-5.B (Parking Lot Perimeter Landscape).
 - iii. Storage Duration. Motor vehicle repair and/or service facilities may not store the same trucks outdoor for more than 30 days.
 - b. Screening. Street frontage not occupied by buildings or driveways shall be improved with landscape screening in accordance with the requirements of § 10-9-5.B (Parking Lot Perimeter Landscape).
- 7) Outdoor storage of motor vehicles and trucks must be in compliance with § 10-7-3.W Outdoor Storage Area.
 - a. Location. Outdoor storage areas shall be located on an improved surface in the interior side yard or rear yard, provided such areas do not occupy more than 25% of the gross lot area.
 - b. Height. Materials stored in an outdoor storage area shall not exceed eight feet in height within 20 feet of any lot line.
 - c. Uses. Outdoor storage areas are allowed as a principal uses: garden center, motor vehicle rental, motor vehicle repair and/or service, motor vehicle sales, heavy industrial, light industrial, medium industrial, machinery and equipment sales and rental, and warehousing, storage or distribution facility. Outdoor storage areas may be allowed as a principal use in association with other principal uses with prior written approval by the Zoning Administrator.
 - d. Screening. The requirements of § 10-9-7 (Screening Requirements) shall apply to outdoor storage areas. No stackable materials or goods shall be piled or stacked so that they are visible above the height of the screen.
- 8) Applicant is requesting a Variance to display / store trucks in the front yard.
- 9) According to Village Zoning Ordinance, outdoor storage of trucks is prohibited in the front yard and corner side yard.
- 10) Applicant submitted plans for a wall sign. Proposed sign is approximately 126 square feet.
- 11) The estimated maximum sign square footage for the property is 195 square feet.

APPROVAL CRITERIA FOR SPECIAL USE:

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

Applicant's Response: Traffic will be typical for the industrial district along Foster.

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

Applicant's Response: The use will have no adverse impact on neighbors.

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

Applicant's Response: The use fits in with the surrounding industrial.

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

Applicant's Response: No additional public services or facilities will be required.

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

Applicant's Response: Without the special uses requested, we will not be able to operate our sales facility at this location, which will generate sales tax to the Village.

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

Applicant's Response: This is compatible with similar special use requests.

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

APPROVAL CRITERIA FOR VARIANCES:

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

Applicant's Response: Special circumstances exist due to the number of employees and needed sales display area.

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

Applicant's Response: Without the requested variances, the project cannot move forward.

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

Applicant's Response: The special circumstances relate to the property and layout and are not a result of the business.

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

Applicant's Response: The variances are not the result of any action of the applicant.

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

Applicant's Response: The variances confer the rights of the district.

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

Applicant's Response: The variances are necessary for the use of the property.

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

Applicant's Response: The variances will not alter the local character.

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

Applicant's Response: The variances are consistent with the title and plan.

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

Applicant's Response: These are the minimum variances needed to operate our facility.

Variances Approval Criteria	Meets Criteria	
	<i>Yes</i>	<i>No</i>
1. Special Circumstances	X	
2. Hardship	X	
3. Circumstances relate to the Property	X	
4. Not Resulting from Applicant Actions	X	
5. Preserve Rights Conferred By District	X	
6. Necessary for the Use of the Property	X	
7. Not Alter Local Character	X	
8. Consistent with Title and Plan	X	
9. Minimum Variance Needed	X	

RECOMMENDATIONS:

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Special Use for CIT Trucks with the following conditions:

- 1) The Special Use Permits be granted solely to the CIT Trucks and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new occupant without amendment to the Special Use Permits, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permits, the new occupant shall be required to petition for a new public hearing before the CDC for a new Special Use Permits;
- 2) Outdoor Storage of vehicles and/or equipment waiting for repair should be limited to no more than 25% of the lot;
- 3) Outdoor Storage shall occur on improved surfaces only;
- 4) A landscape plan shall be submitted to and approved by Village staff.

Respectfully Submitted,
Department of Community
& Economic Development



PROLOGIS
Local partner to global trade.™

877 Supreme Drive

Bensenville, Illinois

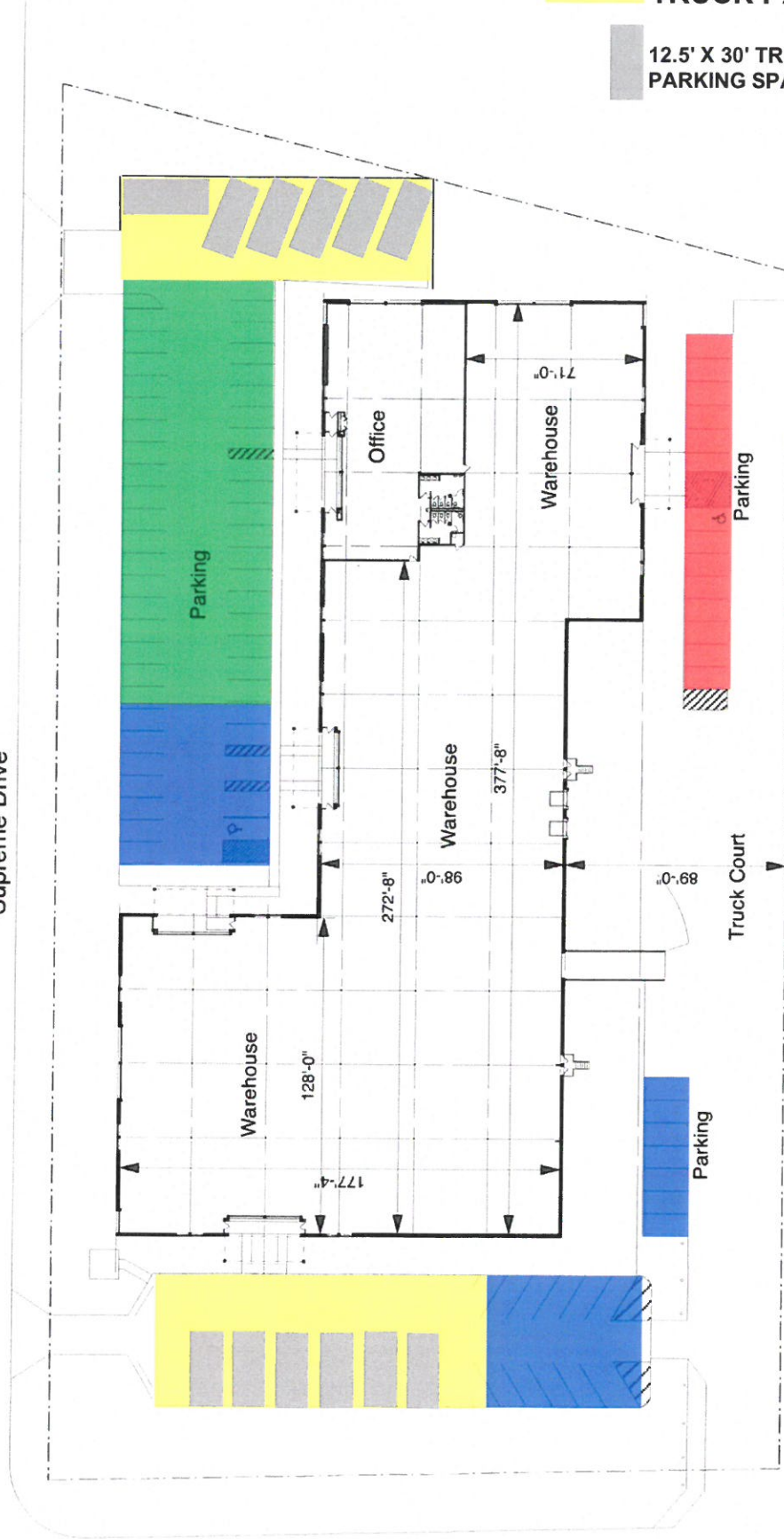
51,842 Square Feet Industrial Space for Lease

Supreme Drive



- CUSTOMER PARKING
- EMPLOYEE PARKING
- CIT VEHICLE PARKING
- TRUCK PARKING

12.5' X 30' TRUCK
PARKING SPACE



877 Supreme Drive

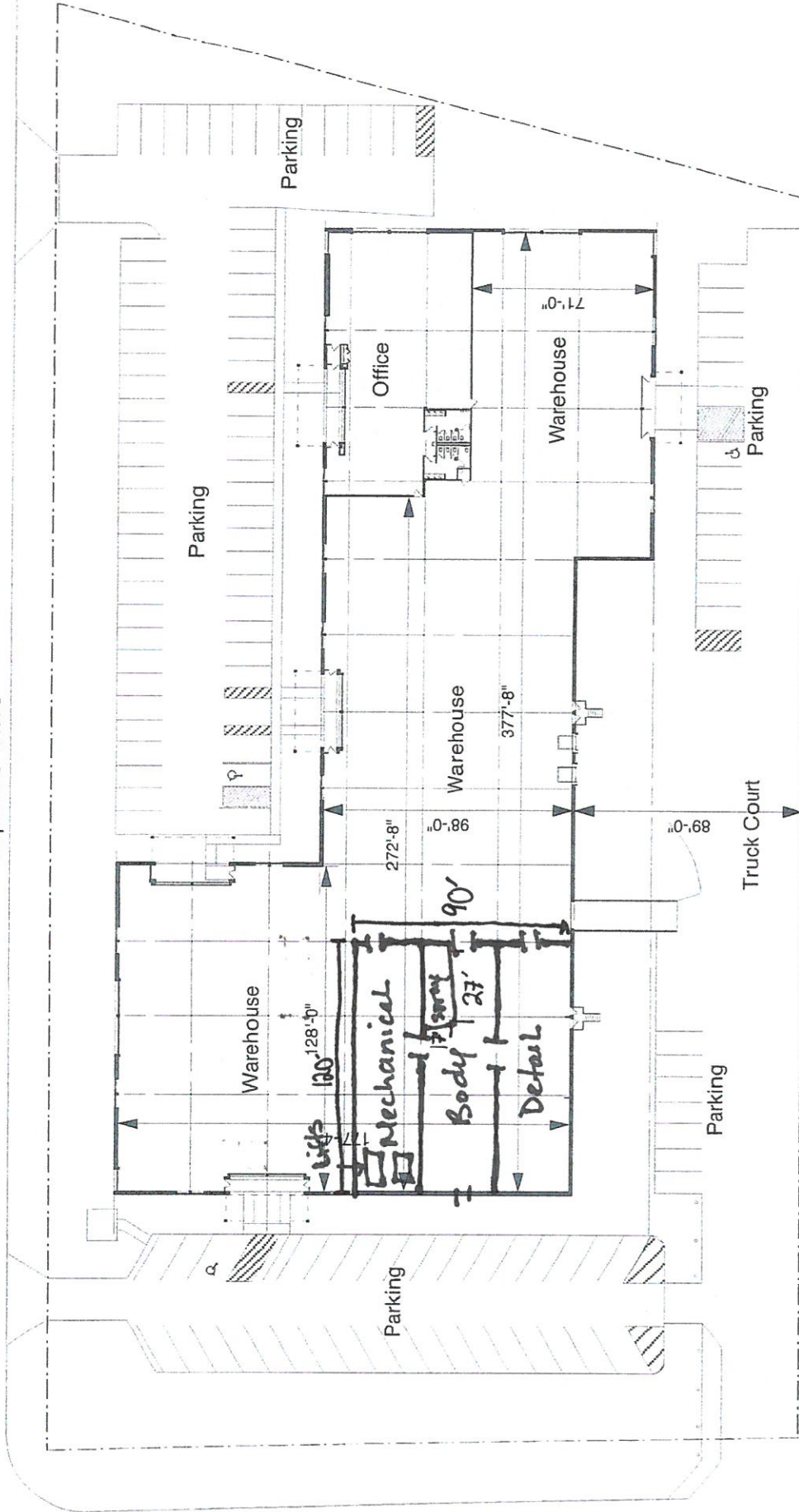
Bensenville, Illinois

51,842 Square Feet Industrial Space for Lease



PROLOGIS
Local partner to global trade.™

Supreme Drive

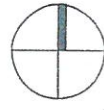
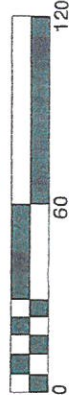


Footprint: 51,842 S.F.

Office: 5,760 S.F.
Warehouse: 46,082 S.F.

Percentage Office: 11.11%
Clear Height: 18 Feet
Parking: 120 Stalls
Dock High Doors: 2
Drive-in Doors: 1
Typical Bay: 20' x 30'

Master Plan



1000 TOWER LANE, DESENSEVILLE, ILLINOIS 60108 (708) 773-4440

OF

THE TRACT OF LAND SURVEYED HEREON AND OTHER CERTAIN REAL ESTATE IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DECLARATION OF RESIDENTIAL COVENANTS DATED OCTOBER 13, 1977 AND RECORDED OCTOBER 10, 1977 AT PLAT NUMBER 777-95089 RELATING TO BUILDING LOCATION, LOCATION AND SET-BACK FOR LOADING DOCKS, CONSTRUCTION OF BUILDINGS, HEIGHT RESTRICTIONS, ETC. FOR FURTHER PARTICULARS, SEE INSTRUMENT.

TOTAL AREA OF TRACT SURVEYED 455,031 Sq Ft OR 3.559 ACRES

NOTE: THIS SURVEY REFLECTS MATTERS OF TITLE AS SHOWN IN CHICAGO TITLE
INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE NO. 9322463.
EFFECTIVE DATE: DECEMBER 6, 1993.

TYPE:Ordinance**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**04.16.19**DESCRIPTION:**Ordinance Approving a Special Use Permit to allow Motor Vehicle Repair and/or Service at 828 Eagle Drive**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

Financially Sound Village

Quality Customer Oriented Services

Safe and Beautiful Village

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

Enrich the lives of Residents

Major Business/Corporate Center

Vibrant Major Corridors

COMMITTEE ACTION:

n/a

DATE:**BACKGROUND:**

1. The Petitioner is applying for a Special Use Permit for Motor Vehicle Repair and/or Service at 828 Eagle Dr.
2. The unit is in a multi-unit industrial building in an I – 1 Light Industrial district.
3. The petitioner states that he works mainly on small engines and with some automotive service as well.

KEY ISSUES:

1. The Special Use is for motor vehicle repair only. His son's car sales business will no longer be allowed to operate out of this location.
2. A fire alarm is required to be installed.
3. A triple catch basin is required to be installed.
4. Trash corrals are required to be installed.

ALTERNATIVES:

1. Discretion of the Board.

RECOMMENDATION:

1. The staff respectfully recommends that the Special Use be approved.
2. At the Public Hearing on April 2, 2019, the Community Development Commission voted unanimously (4-0) to recommend approval of the Requests with the conditions recommended by staff (attached). Motion passed.

BUDGET IMPACT:

n/a

ACTION REQUIRED:

Approval of an Ordinance Approving a Special Use Permit to allow Motor Vehicle Repair and/or Service at 828 Eagle Drive in Bensenville.

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

Ordinance

4/9/2019

Ordinance

Aerial & Zoning Maps

3/28/2019

Backup Material

Application

3/28/2019

Backup Material

Staff Report

3/28/2019

Executive Summary

ORDINANCE # _____

**AN ORDINANCE GRANTING APPROVAL OF A SPECIAL USE PERMIT TO ALLOW
MOTOR VEHICLE REPAIR AND/OR SERVICE
AT 828 EAGLE DRIVE, BENSENVILLE, ILLINOIS**

WHEREAS, Foute Building Corp. (“Owner”) and Charles Randolph (“Applicant”) filed an application for Special Use Permit, Motor Vehicle Repair and/or Service, Municipal Code Section 10 – 7 – 2 of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”) for the property located at 828 Eagle Drive, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the Special Use Permit sought by the Applicant was published in the Bensenville Independent on Thursday, March 14, 2019 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on April 2, 2019 as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, after hearing the application, the Community Development Commission agreed with the findings of fact submitted by Applicant recommending approval of the Special Use and, thereafter, voted unanimously (4-0) to recommend approval of the special use, and forwarded its recommendations, including the Staff Report and findings relative to the special use to the President and Board of Village Trustees, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

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

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

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

SECTION TWO: That the Staff Report and Recommendation to approve the Special Use Permit sought, as allowed by the Zoning Ordinance, Sections 10 – 7 – 2 as adopted by the Community Development Commission as shown in Exhibit “B” is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said Special Use Permit are proper and necessary.

SECTION THREE: That the Special Use Permit for Motor Vehicle Repair and/or Service as sought by the Applicant of the Subject Property is hereby granted.

SECTION FOUR: That the Special Use Permit sought by the Owner/Applicant on the Subject Property is hereby approved with the following conditions:

1. The Special Use Permit be granted solely to Charles Randolph and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new public hearing before the CDC for a new Special Use Permit;
2. No Motor Vehicle Sales;
3. Fire alarm system must be installed prior to issuance of business license;
4. Hours of operation should be limited to no earlier than 6:00 am and no later than 8:00 pm;
5. Outdoor Storage of vehicles and/or equipment waiting for repair should be limited to no more than 25% of the parking spaces attributed to this unit.
6. Trash corrals must be installed at the property.

SECTION FIVE: That all requirements of the Zoning Ordinance shall be applicable except as allowed by the Special Use Permit granted herein.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 16th day of April 2019.

Frank DeSimone, Village President

ATTEST:

_____,
Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # ____- 2019
Exhibit "A"

The Legal Description is as follows:

THE EAST 100.00 FEET OF THE WEST 325.00 FEET OF LOT 12 (AS MEASURED ALONG THE NORTH LINE THEREOF) IN O'HARE METROPOLITAN INDUSTRIAL DISTRICT – UNIT 2, A RESUBDIVISION OF PARTS OF LOTS 1, 2, 3, 8 AND 10 AND ALL OF LOT 9 IN HENRY D. FRANZEN'S DIVISION OF LAND IN SECTION 11, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID O'HARE METROPOLITAN INDUSTRIAL DISTRICT – UNIT 2, RECORDED SEPTEMBER 14, 1971 AS DOCUMENT R71-46718, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS 828 EAGLE DR, BENSENVILLE, IL 60106.

Ordinance # ____ - 2019
Exhibit “B”
Findings of Fact

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

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

Applicant’s Response: None. 2-5 cars enter and exit per day maximum.

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

Applicant’s Response: Will install oil catch basins/3 basin sewer.

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

Applicant’s Response: None. There are other similar businesses in the neighborhood. No large signage planned.

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

Applicant’s Response: No.

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

Applicant’s Response: Yes. No small equipment repair/small engine repair in the nearby area or snow plow repair. There are other car shops – we don’t advertise as such.

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

Applicant's Response: Yes.

Mr. Pozsgay stated Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the request as presented with the following conditions:

1. The Special Use Permit be granted solely to Charles Randolph and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new public hearing before the CDC for a new Special Use Permit;
2. No Motor Vehicle Sales;
3. Fire alarm system must be installed prior to issuance of business license;
4. Hours of operation should be limited to no earlier than 6:00 am and no later than 8:00 pm;
5. Outdoor Storage of vehicles and/or equipment waiting for repair should be limited to no more than 25% of the parking spaces attributed to this unit.
6. Trash corrals must be installed at the property.

There were no questions from the Commission.

Motion: Commissioner King made a motion to close CDC Case No. 2019-06. Commissioner Wasowicz seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 6:41 p.m.

Motion: Commissioner King made a combined motion to approve the Findings of Fact for CDC Case No. 2019-06 as presented by Staff and to approve the special use request with Staff's recommendations. Commissioner Wasowicz seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Ronald Rowe, Chairman
Community Development Commission



Village of Bensenville

828 W Eagle Dr.

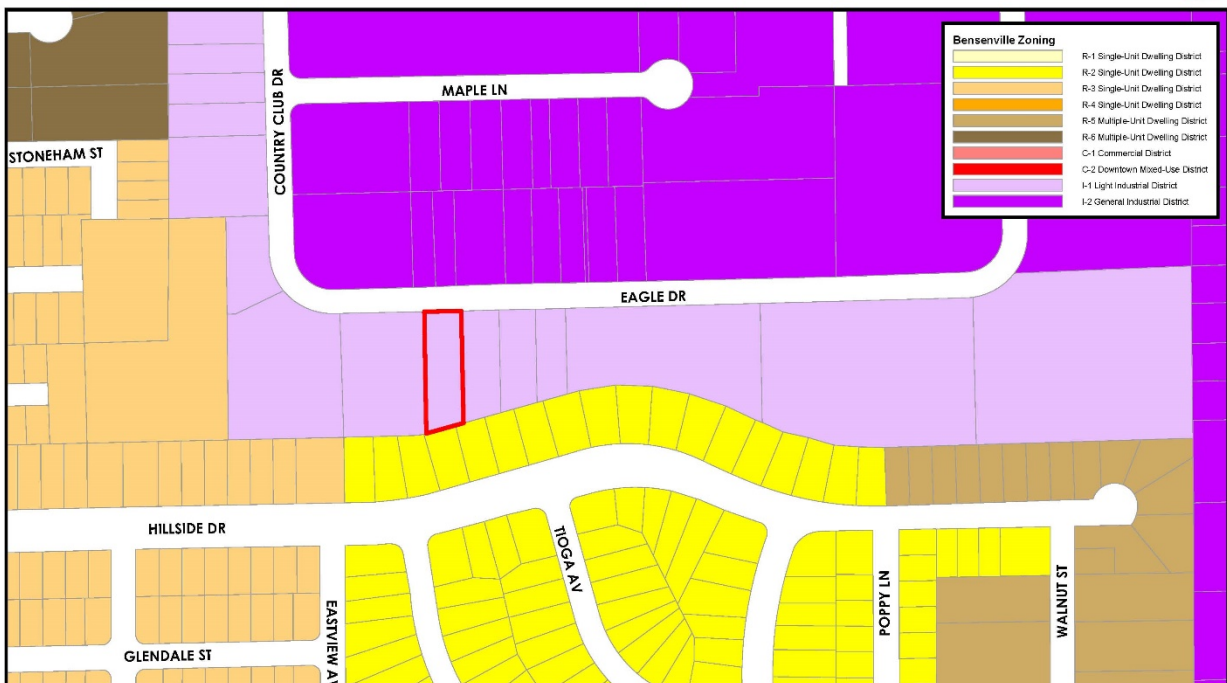


Date: 3/11/2019



Village of Bensenville

Zoning Map



Date: 3/11/2019

For Office Use Only		
Date of Submission: <u>3/4/19</u>	MUNIS Account #: <u>8914</u>	CDC Case #: <u>2019-06</u>

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 828 EALLZ DR.

Property Index Number(s) (PIN): 03-11-312-046

A. PROPERTY OWNER:

Name FOUTE Building Corp Corporation (if applicable)
1506 Ashland Ave
 Street River Forest State IL Zip Code 60305
 City KELLY Odell or Tim Odell Telephone Number & Email Address 708-205-3459
 Contact Person

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

Property Owner Signature: Kelly Odell Date: 2-25-19

B. APPLICANT: ☐ Check box if same as owner

Name CHARLES RANDOLPH #39208 Corporation (if applicable)
1239 S. THIRD
 Street DES PLAINES, State IL Zip Code 60018
 City SAME Telephone Number & Email Address 847-561-8703
 Contact Person NONE/ENTER
 Relationship of Applicant to subject property

Applicant Signature: [Signature] Date: 2/25/19

C. ACTION REQUESTED (Check applicable):

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

*Item located within this application packet.

**See staff for additional information on PUD requests

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

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

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

CONDITIONAL USE PERMIT FOR SMALL REPAIR SHOP
SNOW PLOW, SMALL EQUIPMENT, AUTO, LIGHT TRUCK
REPAIR, SERVICE + INSTALL

D. PROJECT DATA:

- General description of the site: MULTI UNIT INDUSTRIAL
- Acreage of the site: _____ Building Size (if applicable): 2000 SF
- Is this property within the Village limits? (Check applicable below)
☒ Yes
☐ No, requesting annexation
☐ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.
- List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)

- Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	<u>I - 1</u>	<u>Industrial</u>	<u>Bensenville</u>
North:	<u>I - 2</u>	<u>"</u>	<u>"</u>
South:	<u>R - 2</u>	<u>Residential</u>	<u>"</u>
East:	<u>I - 1</u>	<u>Industrial</u>	<u>"</u>
West:	<u>"</u>	<u>"</u>	<u>"</u>

E. DEVELOPER'S STAFF (if applicable):

ARCHITECT

Name: _____

Telephone: _____

Email: _____

ENGINEER:

Name: _____

Telephone: _____

Email: _____

ATTORNEY

Name: _____

Telephone: _____

Email: _____

OTHER

Name: _____

Telephone: _____

Email: _____

F. APPROVAL CRITERIA:

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

*
TOP
SEC



Municipal Code Section 10-3-4:C Approval Criteria for Special Uses

1. Traffic

Any adverse impact of types or volumes of traffic flow not otherwise typical of Allowed Uses in the zoning district has been minimized. -NONE, 2-5 CARS ENTER + EXIT PER

DAY MAXIMUM

2. Environmental Nuisance

Any effects of noise, glare, odor, dust, waste disposal, blockage of light or air, or other adverse environmental effects of a type or degree not characteristic of Allowed Uses in the district, have been minimized.

-WILL INSTALL OIL CATCH BASINS/3 BASIN SEWER

3. Neighborhood Character

The proposed use will fit harmoniously with the existing character of existing Allowed Uses in its environs.

Any adverse effects on environmental quality, property values, or neighborhood character beyond those normally associated with Allowed Uses in the district have been minimized. -NONE, THERE ARE OTHER SIMILAR BUSINESSES IN THE NEIGHBORHOOD. NO

4. Use of Public Services and Facilities LARGE SIGNAGE PLANNED.

The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of Allowed Uses in the district, nor generate disproportionate demand for new services or facilities, in such a way as to place undue burdens upon existing development in the area. -NO

5. Public Necessity

The proposed use at the particular location requested is necessary to provide a service or a facility which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community. -YES, NO SMALL EQUIPMENT REPAIR/SMALL ENGINE

IN NEARBY AREA OR SNOW PLOW REPAIR, THERE ARE

6. Other Factors OTHER CAR SHOPS -WE DONT ADVERTISE AS SUCH.

The use is in harmony with any other elements of compatibility pertinent in the judgment of the Board to the Special Use in its proposed location. -YES



Municipal Code Section 10-3-5: Approval Criteria for Zoning Map Amendments

1. Support for Classification:

a. Compatible with Use or Zoning

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

b. Supported by Trend of Development

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

c. Consistent with Village Plans

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

2. Furthers Public Interest

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

3. Public Services Available

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

RECEIVED
JAN 10 1982
CITY OF DENVER
PLANNING DEPARTMENT

Tim

STATE OF ILLINOIS)
)SS.
COUNTY OF DUPAGE AND COOK)

AFFIDAVIT OF OWNERSHIP

I Kelly Oden the undersigned Affiant, being first duly sworn,
on oath states:

1. That Affiant has personal knowledge of the representations and statements made herein, and has examined all necessary documents, records of ownership and such other information as is required to confirm the statements and representations herein;
2. That the owner(s) and contract purchaser(s), if any, as set forth on the Petition attached hereto is (are) the owner(s) of record and contract purchasers of said property;
3. That all consents to the attached Petition required of lenders or of others holding an interest in the property have been obtained;
4. This Affidavit of Ownership is given to induce the Village of Bensenville, without further inquiry as to ownership or purchase interest, to rely on said statements and representations and to process and set for Public Hearing the Petition as attached hereto; and,
5. Affiant is aware of and has been advised that any false statement set forth in this Affidavit of Ownership may subject Affiant to criminal sanctions for perjury, punishable as provided by the statutes of the State of Illinois in relation to the crime of perjury.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit of Ownership
this 20th day of, February, 2019.

Kelly Oden
Signature

SUBSCRIBED and SWORN to
before me this 20th day of, February, 2019.

Notary Public



STAFF REPORT

HEARING DATE: April 2, 2019
CASE #: 2019 – 06
PROPERTY: 828 Eagle Dr
PROPERTY OWNER: Foute Building Corp
APPLICANT: Charles Randolph
SITE SIZE: 58,096 SF
BUILDING SIZE: 29,000 SF
PIN NUMBERS: 03-11-312-046
ZONING: I – 1 Light Industrial District
REQUEST: Special Use Permit, Motor Vehicle Repair and/or Service,
Municipal Code Section 10 – 7 – 2

PUBLIC NOTICE:

1. A Legal Notice was published in the Bensenville Independent on Thursday March 14, 2019. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on Friday March 15, 2019.
3. On Friday March 15, 2019, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250’ of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Petitioner is applying for a Special Use Permit for Motor Vehicle Repair and/or Service at 828 Eagle Dr. The unit is in a multi-unit industrial building in an I – 1 Light Industrial district. The petitioner says he works mainly on small engines and with some automotive service as well.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	I – 1	Industrial	Industrial	Village of Bensenville
North	I – 2	Industrial	Industrial	Village of Bensenville
South	R – 2	Residential	Residential	Village of Bensenville
West	I – 1	Industrial	Industrial	Village of Bensenville
East	I – 1	Industrial	Industrial	Village of Bensenville

DEPARTMENT COMMENTS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

Finance:

Account up to date.

Police:

No response.

Engineering and Public Works:

A triple basin floor drain is required.

Community & Economic Development:

Economic Development:

- 1) Fills a vacancy.
- 2) Provides a needed service.
- 3) Adds jobs and potential additional customer spending in the Village.

Fire Safety:

- 1) A fire alarm is required in the tenant space.
- 2) We brought the building owner to Administrative Adjudication in March for the fire alarm issues. He failed to appear and was fined \$750 per day starting 3-14-2019. Inspectors met with him last week and are working toward a resolution.

Building:

Repair garages shall be mechanically ventilated in accordance with the International Mechanical Code. (IBC 406.8.2)

Planning:

- 1) The 2015 Comprehensive Plan indicates "Industrial" for this property.
- 2) Current zoning is I-1 Industrial District.
- 3) In the I-1 District, Motor Vehicle Repair requires a Special Use Permit.
- 4) Outdoor storage of vehicles must be in compliance with ordinance, particularly § 10-7-3.S.1 Outdoor Storage.
 - a. Location. Outdoor storage of vehicles is prohibited in the front yard and corner side yard.
 - b. Screening. To the extent practicable, storage areas shall be screened from view of the street by building and/or landscape screening in accordance with the requirements of § 10-9-5.B (Parking Lot Perimeter Landscape).
 - c. Storage Duration. Motor vehicle repair and/or service facilities may not store the same vehicles outdoors for more than 30 days.
- 5) According to Village Zoning Ordinance, all repairs must occur inside an enclosed building.

- 6) Due to the nature of the business and being location next to residential, there are concerns about hours of operation. No late night or early morning repair should be allowed.
- 7) There are concerns with parking and the sales of vehicles, which was not a special use applied for in this application. His son had been operating an online vehicle sales business out of this location as well. That business will no longer be allowed to operate out of this facility.
- 8) Trash corrals are required for the property.

APPROVAL CRITERIA FOR SPECIAL USE:

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

Applicant's Response: None. 2-5 cars enter and exit per day maximum.

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

Applicant's Response: Will install oil catch basins/3 basin sewer.

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

Applicant's Response: None. There are other similar businesses in the neighborhood. No large signage planned.

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

Applicant's Response: No.

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

Applicant's Response: Yes. No small equipment repair/small engine repair in the nearby area or snow plow repair. There are other car shops – we don't advertise as such.

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

Applicant's Response: Yes.

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

RECOMMENDATIONS:

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Special Use for Charles Randolph with the following conditions:

- 1) The Special Use Permit be granted solely to Charles Randolph and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new public hearing before the CDC for a new Special Use Permit;
- 2) No Motor Vehicle Sales;
- 3) Fire alarm system must be installed prior to issuance of business license;
- 4) Hours of operation should be limited to no earlier than 6:00 am and no later than 8:00 pm;
- 5) Outdoor Storage of vehicles and/or equipment waiting for repair should be limited to no more than 25% of the parking spaces attributed to this unit.
- 6) Trash corrals must be installed at the property.

Respectfully Submitted,
Department of Community
& Economic Development

TYPE:Ordinance**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**04.19.19**DESCRIPTION:**

Ordinance Approving a Variance to Allow Two Additional Drive-Through Signs at McDonald's located at 302 W Irving Park Road, Bensenville

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:
☐
☐
☐

Financially Sound Village
 Quality Customer Oriented Services
 Safe and Beautiful Village

☐
☐
☒

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

COMMITTEE ACTION:

n/a

DATE:**BACKGROUND:**

1. The Petitioner is applying for a Variance for a second menu board in each drive through lane at their Irving Park Road location.
2. Zoning Ordinance only allows one menu board sign per lane.
3. The menu board signs will continue to be on the Irving Park Road-side of the restaurant property, away from the homes to the south.

KEY ISSUES:

1. None of the new signs face any residential properties.
2. New digital signs allow for safer message changes, which currently have to be made manually.
3. Lighting and sound will adhere to Village Code standards.

ALTERNATIVES:

1. Discretion of the Board.

RECOMMENDATION:

1. The staff respectfully recommends that the Variance be approved.
2. At the Public Hearing on April 2, 2019, the Community Development Commission voted unanimously (4-0) to recommend approval of the Requests with the conditions recommended by staff (attached). Motion passed.

BUDGET IMPACT:

n/a

ACTION REQUIRED:

Approval of an Ordinance Approving a Variance to allow two additional Drive-Through Signs at 302 W Irving Park Road, Bensenville.

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

Ordinance

4/9/2019

Ordinance

Aerial & Zoning Maps

3/28/2019

Backup Material

Application

3/28/2019

Backup Material

Staff Report

3/28/2019

Executive Summary

Sign Plans 1
Plat of Survey

3/28/2019
3/28/2019

Backup Material
Backup Material

ORDINANCE # _____

**AN ORDINANCE GRANTING APPROVAL OF A VARIANCE TO ALLOW
TWO ADDITIONAL DRIVE-THROUGH SIGNS
AT 302 IRVING PARK ROAD, BENSENVILLE, ILLINOIS**

WHEREAS, Jim's Plaza LLC ("Owner") and McDonalds ("Applicant") filed an application for Variance, Drive-Through Signs Quantity, Municipal Code Section 10 – 10 – 5 – 3b of the Village of Bensenville Zoning Ordinance ("Zoning Ordinance") for the property located at 302 W Irving Park Rd, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the Variance sought by the Applicant was published in the Bensenville Independent on Thursday, March 14, 2019 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on April 2, 2019 as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, after hearing the application, the Community Development Commission agreed with the findings of fact submitted by Applicant recommending approval of the Variance and, thereafter, voted unanimously (4-0) to recommend approval of the Variance and forwarded its recommendations, including the Staff Report and findings relative to the Variance to the President and Board of Village Trustees, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

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

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

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

SECTION TWO: That the Staff Report and Recommendation to approve the Variance sought, as allowed by the Zoning Ordinance, Sections 10 – 10 – 5 – 3b as adopted by the Community Development Commission as shown in Exhibit “B” is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said Variance are proper and necessary.

SECTION THREE: That the Variance for Drive-Through Signs Quantity as sought by the Applicant of the Subject Property is hereby granted.

SECTION FOUR: That the Variance sought by the Owner/Applicant on the Subject Property is hereby approved with the following conditions:

1. The plans and aesthetics of the sign to be in substantial compliance with the plans submitted by Site Enhancement Services on 01.25.19.

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

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 16th day of April 2019.

Frank DeSimone, Village President

ATTEST:

_____,
Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # ____ - 2019
Exhibit "A"

The Legal Description is as follows:

PARCEL 1:

LOTS 1 AND 2 OF THE SUBDIVISION OF LOT 17 IN GEORGE E. FRANZEN'S SUBDIVISION IN THE EAST 1/2 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 7, 1923 AS DOCUMENT 169324, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

CROSS ACCESS EASEMENT MADE BY XHEMAL SADIKU AND LUMTURI SADIKU TO MCDONALD'S USA LIMITED LIABILITY COMPANY RECORDED** AS DOCUMENT** OVER THE FOLLOWING DESCRIBED LAND: THE WEST 160 FEET AND THE EAST 120.5 FEET OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT A POINT IN THE CENTER OF IRVING PARK BOULEVARD, 23.75 CHAINS WEST OF THE EAST LINE OF SAID SECTION, SAID POINT BEING THE NORTHWEST CORNER OF GEORGE E. FRANZEN'S SUBDIVISION OF PART OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 89 DEGREES 20 MINUTES WEST 4.25 CHAINS (280.5 FEET); THENCE SOUTH 478.60 FEET; THENCE EAST 280.95 FEET; THENCE NORTH 477.21 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF LOT 1 OF CHARLES JOHNSON'S PLAT OF SURVEY RECORDED NOVEMBER 1, 1956 AS DOCUMENT NUMBER 822090, BEING PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 0 DEGREES 17 MINUTES 20 SECONDS WEST ALONG THE WEST LINE THEREOF {ALSO INTENDED TO BE THE EAST LINE OF FLORENCE CAMPBELL'S ASSESSMENT PLAT RECORDED SEPTEMBER 24, 1985 AS DOCUMENT NUMBER 85R81430, AS CORRECTED BY CERTIFICATE RECORDED JANUARY 9, 1989 AS DOCUMENT NUMBER 89R002366}, 140 FEET; THENCE SOUTH 62 DEGREES 06 MINUTES 37 SECONDS EAST, 31.76 FEET; THENCE EASTERLY PERPENDICULAR TO SAID WEST LINE OF LOT 1, 50.00 FEET; THENCE NORTH 67 DEGREES 54 MINUTES 35 SECONDS EAST 53.85 FEET; THENCE EASTERLY PERPENDICULAR TO THE AFORESAID WEST LINE OF LOT 1, 32.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE SOUTHERLY (SOUTH 0 DEGREES 17 MINUTES 02 SECONDS EAST) ALONG SAID EAST LINE, 145.71 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY (SOUTH 89 DEGREES 57 MINUTES 56 SECONDS WEST) ALONG THE SOUTH LINE OF SAID LOT 1, 160.00 FEET TO THE POINT OF BEGINNING), ALSO (EXCEPTING THEREFROM THAT PART OF PARCEL 2 OF CHARLES JOHNSON'S PLAT OF SURVEY RECORDED NOVEMBER 1, 1956 AS DOCUMENT NUMBER 822090, BEING PART OF THE NORTHEAST 1/4 OF

SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE WEST LINE OF SAID PARCEL 2, SAID POINT BEING 165.60 FEET NORTH OF THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE NORTHEAST TO A POINT ON THE EAST LINE OF SAID PARCEL 2, ALSO BEING THE WEST LINE OF PARCEL 3 OF SAID SURVEY, SAID POINT BEING 200.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID PARCEL 2, SAID POINT BEING THE POINT OF TERMINUS), ALSO {EXCEPTING THEREFROM THAT PART OF PARCEL 3 OF CHARLES JOHNSON'S PLAT OF SURVEY RECORDED NOVEMBER 1, 1956 AS DOCUMENT NUMBER 822090, BEING PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE WEST LINE OF SAID PARCEL 3, SAID POINT BEING 200.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID PARCEL 3; THENCE NORTHEAST TO A POINT ON THE EAST LINE OF SAID PARCEL 3, SAID POINT BEING 220 FEET NORTH OF THE SOUTHEAST CORNER OF SAID PARCEL 3, SAID POINT BEING THE POINT OF TERMINUS), ALL IN DU PAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS 302 W IRVING PARK RD, BENSENVILLE, IL 60106.

Ordinance # ____ - 2019
Exhibit “B”
Findings of Fact

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

Applicant’s Response: (see below)

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

Applicant’s Response: (see below)

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

Applicant’s Response: (see below)

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

Applicant’s Response: (see below)

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

Applicant's Response: (see below)

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

Applicant's Response: (see below)

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

Applicant's Response: (see below)

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

Applicant's Response: (see below)

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

Applicant's Full Response: The relief that is requested will not substantially alter the ability of this location to perform. The variance that is requested would allow for an updated experience for the cliental that have already decided to utilize the goods and services offered at this facility. The success or failure of the site is not dependent on this request; however, the overall experience could be upgraded at this location if the variance were to be approved. This request would allow for an update in technology to occur that was not prevalent when the current code was enacted. The request will have zero offsite impact and will in no way be a detriment to the surrounding area. The variance that is requested, if approved, will have zero impact on the neighborhood or the surrounding area. This variance is wholly contained to the property in question and will only affect those which have entered in to the drive-thru lanes through their own volition. The relief that is requested will in no way adversely affect the delivery of governmental services. The variance

for the alternate display of information at this site is wholly contained to the retail use of this property. The relief requested is unique because it is centered around the advancement in available technology for menu board displays. This property has been a McDonald's for several years however the availability of the technology has only become viable in the past 2-3 years. This is a growing development of technology which allows for a cleaner messaging opportunity for restaurant/retail type uses. The requested upgrade in communication with the McDonald's drive-thru cliental cannot be achieved through any other method other than the proposed variance. McDonald's currently uses outdated static message boards which do not allow for interaction or easily updated information. The requested menu boards will enhance the overall experience for the drive-thru clients. The relief requested will not be in opposition to the intent of the zoning resolution. The digital menu boards that are proposed will allow for clean and crisp readability that is contained onsite. There will be no proliferation of signage through granting this request and there will be no adverse impact on traffic movement on the local streets. This technology will only be visible to motorist that have already decided to enter into the drive-thru portion of this property.

Mr. Pozsgay stated Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the request as presented with the following conditions:

1. The plans and aesthetics of the sign to be in substantial compliance with the plans submitted by Site Enhancement Services on 01.25.19.

There were no questions from the Commission.

Motion: Commissioner King made a motion to close CDC Case No. 2019-07. Commissioner Wasowicz seconded the motion.

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

Nays: None

All were in favor. Motion carried.

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

Motion: Commissioner King made a combined motion to approve the Findings of Fact for CDC Case No. 2019-07 as presented by Staff and to approve the variance request with Staff's recommendations. Commissioner Wasowicz seconded the motion.

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

Nays: None

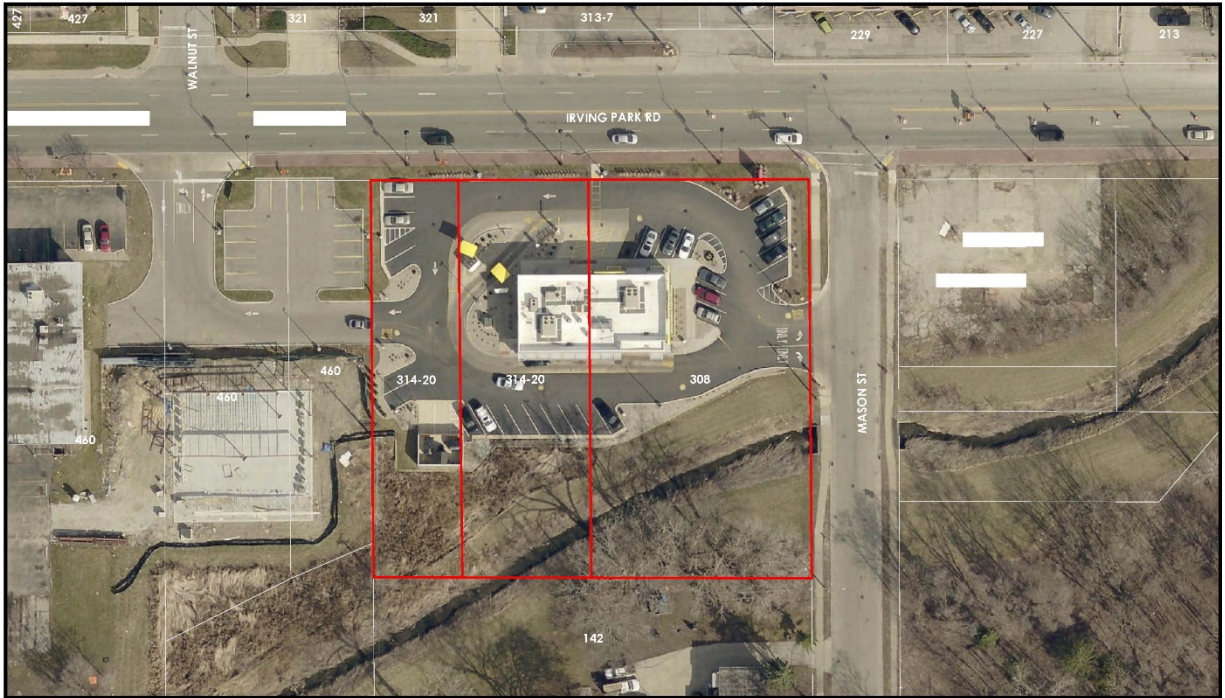
All were in favor. Motion carried.

Ronald Rowe, Chairman
Community Development Commission



Village of Bensenville

302 W Irving Park Rd.

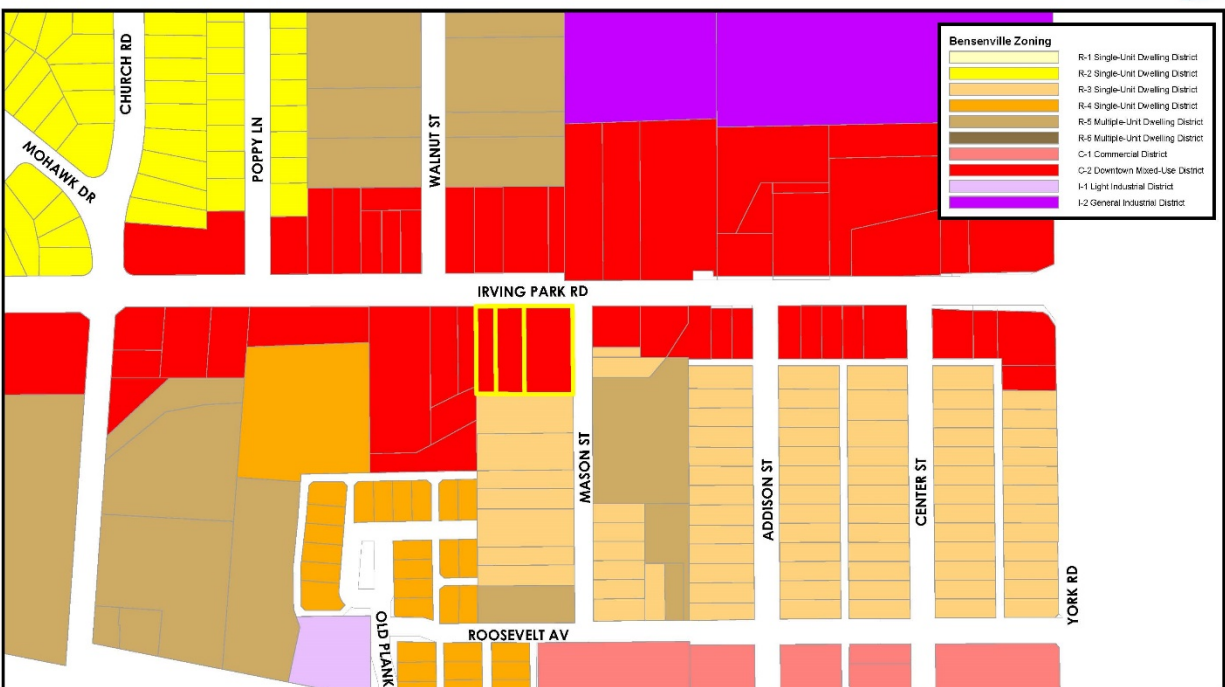


Date: 3/11/2019



Village of Bensenville

Zoning Map



Date: 3/11/2019

For Office Use Only

Date of Submission: _____ MUNIS Account #: _____ CDC Case #: _____

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 302 W Irving Park Bensenville, IL 60106

Property Index Number(s) (PIN): 03-09-406-11

A. PROPERTY OWNER:

<u>McDonalds Corporation</u>		
Name	Corporation (if applicable)	
<u>145 Elizabeth Ct</u>		
Street		
<u>Wood Dale</u>	<u>IL</u>	<u>60191</u>
City	State	Zip Code
<hr/>		
Contact Person	Telephone Number & Email Address	

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

Property Owner Signature: _____ Date: _____

B. APPLICANT: ☐ Check box if same as owner

<u>Landon White</u>		
Name	Corporation (if applicable)	
<u>6001 Nimitz Pkwy</u>		
Street		
<u>South Bend</u>	<u>IN</u>	<u>46628</u>
City	State	Zip Code
<u>Landon White</u>	<u>574-850-5815</u>	
Contact Person	Telephone Number & Email Address	
<u>Authorized Agent</u>		
Relationship of Applicant to subject property		

Applicant Signature: Landon White Date: 3/11/19

C. ACTION REQUESTED (Check applicable):

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

*Item located within this application packet.

**See staff for additional information on PUD requests

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

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

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

D. PROJECT DATA:

1. General description of the site: McDonald's Restaurant

2. Acreage of the site: .25 Building Size (if applicable): _____

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

☒ Yes

☐ No, requesting annexation

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

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

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	C	435 - Fast Food Drive-In	Village of Bensenville
North:			
South:			
East:			
West:			

E. DEVELOPER'S STAFF (if applicable):

ARCHITECT

Name: _____

Telephone: _____

Email: _____

ENGINEER:

Name: _____

Telephone: _____

Email: _____

ATTORNEY

Name: _____

Telephone: _____

Email: _____

OTHER

Name: _____

Telephone: _____

Email: _____

F. APPROVAL CRITERIA:

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

Justifications:

The relief that is requested will not substantially alter the ability of this location to perform. The variance that is requested would allow for an updated experience for the cliental that have already decided to utilize the goods and services offered at this facility. The success or failure of the site is not dependent on this request; however, the overall experience could be upgraded at this location if the variance were to be approved.

This request would allow for an update in technology to occur that was not prevalent when the current code was enacted. The request will have zero offsite impact and will in no way be a detriment to the surrounding area. The variance that is requested, if approved, will have zero impact on the neighborhood or the surrounding area. This variance is wholly contained to the property in question and will only affect those which have entered in to the drive-thru lanes through their own volition.

The relief that is requested will in no way adversely affect the delivery of governmental services. The variance for the alternate display of information at this site is wholly contained to the retail use of this property. The relief requested is unique because it is centered around the advancement in available technology for menu board displays. This property has been a McDonald's for several years however the availability of the technology has only become viable in the past 2-3 years. This is a growing development of technology which allows for a cleaner messaging opportunity for restaurant/retail type uses. The requested upgrade in communication with the McDonald's drive-thru cliental cannot be achieved through any other method other than the proposed variance. McDonald's currently uses outdated static message boards which do not allow for interaction or easily updated information. The requested menu boards will enhance the overall experience for the drive-thru clients.

The relief requested will not be in opposition to the intent of the zoning resolution. The digital menu boards that are proposed will allow for clean and crisp readability that is contained onsite. There will be no proliferation of signage through granting this request and there will be no adverse impact on traffic movement on the local streets. This technology will only be visible to motorist that have already decided to enter into the drive-thru portion of this property.



McDonald's Corporation
110 N Carpenter St
Chicago, IL 60607-2101
nelson.jenig@us.mcd.com

March 5, 2019

VIA FEDEX EXPRESS AND EMAIL

Marshall Subach
Jim's Plaza, LLC
9 Regent Ct
Oak Brook, IL 60521
mjsubach@7800law.com
630.860.7800

RE: 302 W Irving Park Rd, BENSENVILLE, IL (the "Premise") (L/C: 012-2521)
Ground Lease dated September 12, 2012, between Jim's Plaza, LLC, as Landlord,
and McDonald's USA, LLC, as Tenant, as amended (collectively, the "Lease")

Dear Marshall Subach:

Please be advised that McDonald's is planning to install an Outdoor Digital Menu board on the Premises (the "Remodel Work"). McDonald's agrees that the Remodel Work, when accomplished, will be done in a good, workmanlike manner and further agrees to hold you harmless from any liens or claims attaching to the Premises by reason of the Remodel Work. The Remodel Work is to be done at the sole cost and expense of McDonald's.

We are currently assembling our materials and documents necessary for the permit application. As result, the Village of Bensenville has requested that a Permit Application Package be executed by the property owner.

Accordingly please have the enclosed application completed, executed by a party authorized to sign on behalf of the property owner/Landlord, and return the executed original as soon as possible. I have enclosed a return Federal Express envelope for your convenience. If possible, please email me a scanned copy.

If you have any questions, please do not hesitate to email. Your immediate attention to this matter is greatly appreciated.

Sincerely,
McDONALD'S CORPORATION

A handwritten signature in cursive script that reads "Nelson Jenig".

Nelson Jenig
Legal Assistant Consultant, US Legal Team

Enclosure cc: Amanda O'Hara (w/enc., via email)

STAFF REPORT

HEARING DATE: April 2, 2019
CASE #: 2019 – 07
PROPERTY: 302 W Irving Park Rd
PROPERTY OWNER: Jim’s Plaza LLC
APPLICANT: Site Enhancement Services / McDonalds
SITE SIZE: 58,096 SF
BUILDING SIZE: 29,000 SF
PIN NUMBERS: 03-14-210-013; -014; and -015
ZONING: C – 2 Commercial District
REQUEST: Variance, Drive-Through Signs Quantity,
Municipal Code Section 10 – 10 – 5 – 3b.

PUBLIC NOTICE:

1. A Legal Notice was published in the Bensenville Independent on Thursday March 14, 2019. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on Friday March 15, 2019.
3. On Friday March 15, 2019, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250’ of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Petitioner is applying for a Variance for a second menu board in each drive through lane at their Irving Park Road location. Zoning Ordinance only allows one menu board sign per lane. The menu board signs will continue to be on the Irving Park Road-side of the restaurant property, away from the homes to the south.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	C – 2	Commercial	Commercial	Village of Bensenville
North	C – 2	Commercial	Commercial	Village of Bensenville
South	R – 3	Residential	Residential	Village of Bensenville
West	C – 2	Commercial	Commercial	Village of Bensenville
East	C – 2	Commercial	Commercial	Village of Bensenville

DEPARTMENT COMMENTS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

Finance:

Account up to date.

Police:

No response.

Engineering and Public Works:

No comments.

Community & Economic Development:

Economic Development:

- 1) The menu board will allow business to advertise more messages within the drive thru lanes.
- 2) Could lead to increase in sales, providing more taxes to the Village.

Fire Safety:

No fire safety issues.

Building:

No comments at this time.

Planning:

- 1) The 2015 Comprehensive Plan indicates “Local Commercial” for this property.
- 2) Current zoning is C-2 Commercial District.
- 3) Drive-through signs are permitted in the C-2 District.
- 4) The Village Zoning Ordinance states that only one drive-through sign is allowed per drive-through lane. Petitioner is requesting a Variance for a second menu board in each drive-through lane.
- 5) The Village Zoning Ordinance states that drive-through signs must not exceed 50 square feet in area and six feet in height. The proposed drive-through signs are approximately 10 square feet in area and 4 feet in height.
- 6) All other features of drive-through signs shall be in compliance with the Ordinance, particularly section 10-10-2D Illumination.
 - a. Internally illuminated drive-through signs are allowed only in accordance with § 10-10-2.D (Illumination).
 - b. Drive-through signs may include a speaker and an electronic screen to display information to customers.

APPROVAL CRITERIA FOR VARIANCES:

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

Applicant's Response: (see below)

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

Applicant's Response: (see below)

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

Applicant's Response: (see below)

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

Applicant's Response: (see below)

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

Applicant's Response: (see below)

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

Applicant's Response: (see below)

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

Applicant's Response: (see below)

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

Applicant's Response: (see below)

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

Applicant's Full Response: The relief that is requested will not substantially alter the ability of this location to perform. The variance that is requested would allow for an updated experience for the cliental that have already decided to utilize the goods and services offered at this facility. The success or failure of the site is not dependent on this request; however, the overall experience could be upgraded at this location if the variance were to be approved.

This request would allow for an update in technology to occur that was not prevalent when the current code was enacted. The request will have zero offsite impact and will in no way be a detriment to the surrounding area. The variance that is requested, if approved, will have zero impact on the neighborhood or the surrounding area. This variance is wholly contained to the property in question and will only affect those which have entered in to the drive-thru lanes through their own volition.

The relief that is requested will in no way adversely affect the delivery of governmental services. The variance for the alternate display of information at this site is wholly contained to the retail use of this property. The relief requested is unique because it is centered around the advancement in available technology for menu board displays. This property has been a McDonald's for several years however the availability of the technology has only become viable in the past 2-3 years. This is a growing development of technology which allows for a cleaner messaging opportunity for restaurant/retail type uses. The requested upgrade in communication with the McDonald's drive-thru cliental cannot be achieved through any other method other than the proposed variance. McDonald's currently uses outdated static message boards which do not allow for interaction or easily updated information. The requested menu boards will enhance the overall experience for the drive-thru clients.

The relief requested will not be in opposition to the intent of the zoning resolution. The digital menu boards that are proposed will allow for clean and crisp readability that is contained onsite. There will be no proliferation of signage through granting this request and there will be no adverse impact on traffic movement on the local streets. This technology will only be visible to motorist that have already decided to enter into the drive-thru portion of this property.

	Meets Criteria
--	-----------------------

Variance Approval Criteria	<i>Yes</i>	<i>No</i>
1. Special Circumstances	X	
2. Hardship	X	
3. Circumstances relate to the Property	X	
4. Not Resulting from Applicant Actions	X	
5. Preserve Rights Conferred By District	X	
6. Necessary for the Use of the Property	X	
7. Not Alter Local Character	X	
8. Consistent with Title and Plan	X	
9. Minimum Variance Needed	X	

RECOMMENDATIONS:

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Variance for McDonalds with the following conditions:

- 1) The plans and aesthetics of the sign to be in substantial compliance with the plans submitted by Site Enhancement Services on 01.25.19.

Respectfully Submitted,
Department of Community
& Economic Development

McDonald's Drive Thru Menu Board Replacement



Digital Menu Board

- ☐ Approximately 20 square feet

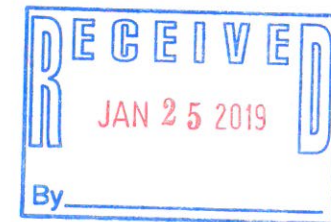
Digital Pre-Browsed Board

- ☐ Approximately 10 square feet



Existing Menu Board

- ☐ OPO Menu Board Approximately 41 sf
☐ FP-43 Menu Board Approximately 43 sf

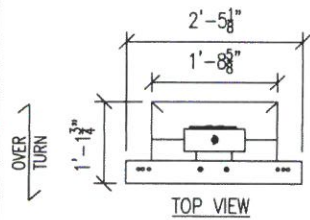


McDONALD'S'S MENUBOARDS RENDERINGS

CLIENT:

SHEET 1	BY	PROJECT NO.
OF 4	DATE	DRAWING NO.

Pre-Browse Board

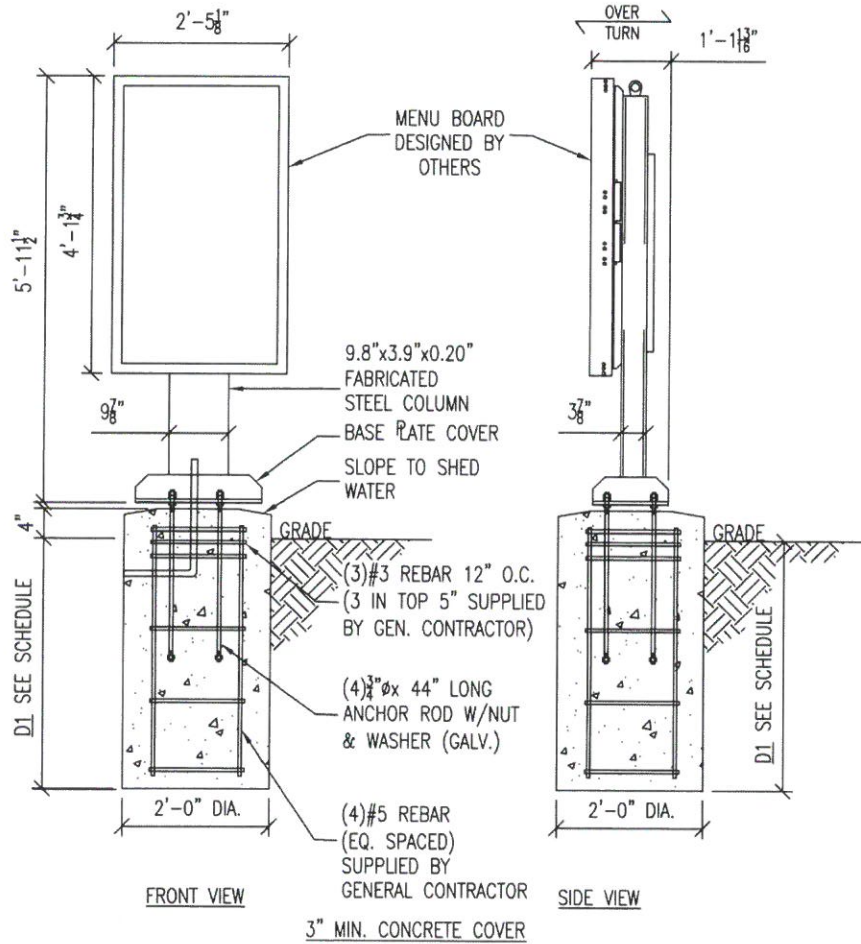


Sign Height 5'-11 1/2" (5.958')

Pre Browse Board 4'-1 3/4" (4.1458')

Dimensions 2'-5 1/8" (2.4260')

Sign Square Footage = 10.06 square feet



Pre-Browse: Non-Peak Hours (future)



Pre-Browse: Full Screen (today)



Pre-Browse: Peak Hours (future)

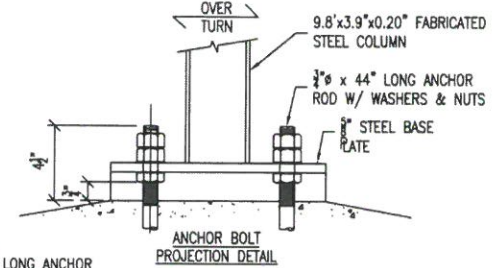
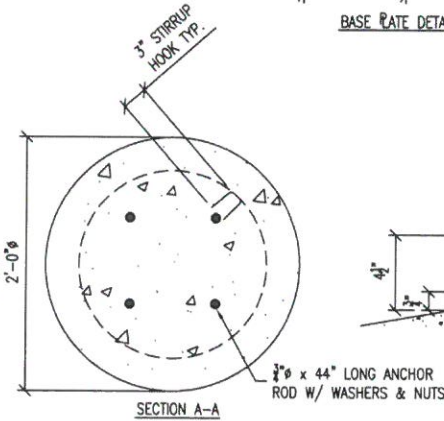
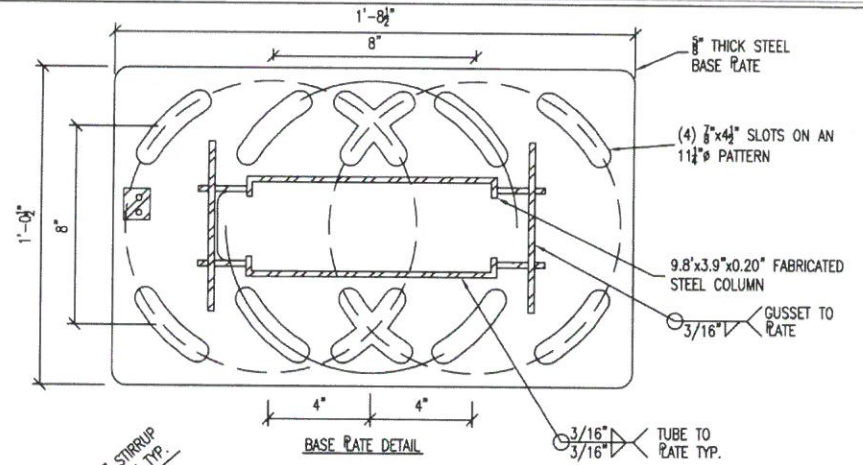
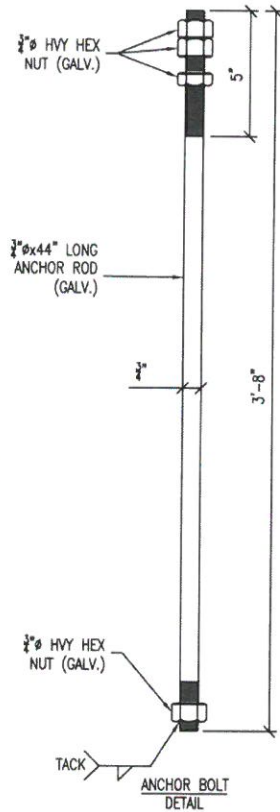
MCDONALD'S # MENUBOARD RENDERINGS

CLIENT:

SHEET 2	BY	PROJECT NO.
OF 4	DATE	DRAWING NO.

FOUNDATION SCHEDULE

ULTIMATE WIND SPEED (SEE GEN. NOTES)	FOOTING DEPTH	
	D1	D2
110	3'-6"	3'-6"
115	3'-6"	3'-6"
120	3'-6"	3'-6"
130	3'-6"	3'-9"
140	3'-6"	4'-0"
150	3'-6"	4'-4"
160	3'-6"	4'-6"
170	3'-9"	4'-9"
180	4'-0"	5'-0"



McDONALD'S'S MENUBOARDS RENDERINGS

CLIENT:

SHEET
4
OF
4

BY

DATE

PROJECT NO.

DRAWING NO.

PART OF THE EAST HALF OF SECTION 14, T4N, R12E, N1/2, RANGE 11, EAST OF MERIDIAN, CLAY COUNTY, ILLINOIS.

BASIS OF BEARINGS

AREA

The diagram shows a transmission line with a series capacitor C and a shunt load Z_L . The input voltage is V_1 and the input current is I_1 . The output voltage is V_2 and the output current is I_2 . The load impedance is Z_L .



NOTES FROM SCHEDULE 8

SCHEDULE B AB9REV1A TIONS

APPARENT ENCROACHMENTS

PARKING STALLS

SURVEYOR'S CERTIFICATE

10 TITLE INSURANCE COMPANY AND VICTOR L. USA U.C. A
 01, JEFFREY L. WILSON COMPANY, INCORPORATED REAL ESTATE COMPANY, INC.
 A CREDIT CORPORATION OF COLORADO, A CREDIT
 CORPORATION AND FIDELITY AND SURETY COMPANY - IL A RENTAL

FIELD WORK COMPLETED ON JULY 19 2012

DATED THIS 26TH DAY OF JULY A.D. 2012

CHARLES W. BARTOSZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3188
MY LICENSE EXPIRES ON NOVEMBER 30, 2012.
V3 COMPANY OF ILLINOIS LTD. PROFESSIONAL DESIGN FIRM NO. 184000802

M. McDonald's USA, LLC

03.1

407 of 423

ALTA/ACSM LAND TITLE SURVEY & TOPOGRAPHIC SURVEY

OF McDONALD'S - BENSENVILLE, IL. 302-310 /RVING PARK BL VO.

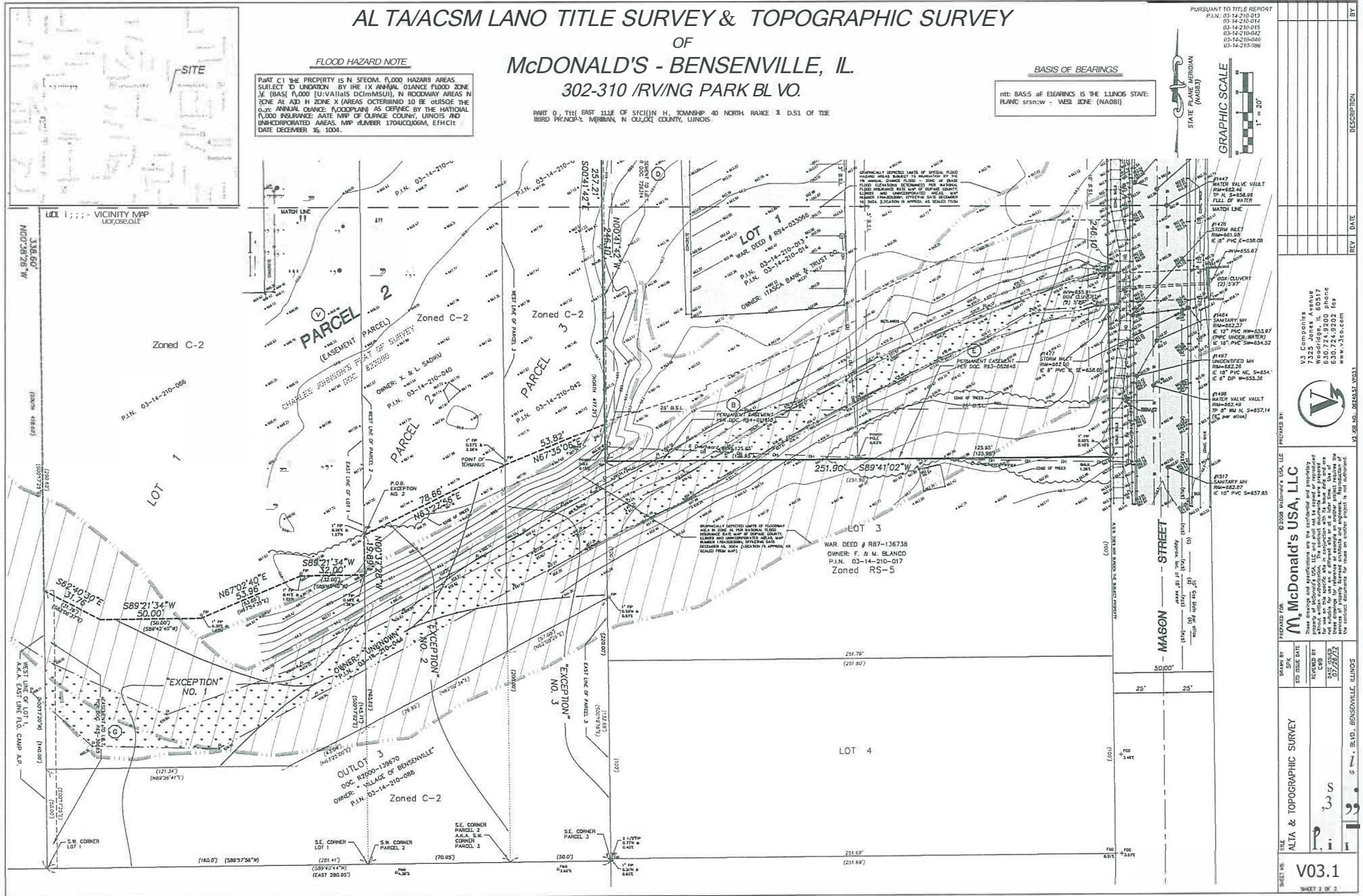
FLOOD HAZARD NOTE

PART C1 THE PROPERTY IS IN SPECIAL FLOOD HAZARD AREAS SUBJECT TO UNIFORMITY BY THE 1% ANNUAL CHANCE FLOOD ZONE XE (BASE FLOOD (U) VALUES DETERMINED) IN ROOMAN AREAS IN ZONE A1 AND H ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DEFINED BY THE NATIONAL FLOOD INSURANCE RATE MAP OF CLARK COUNTY, ILLINOIS AND UNINCORPORATED AREAS. MAP NUMBER 1704C0006G, EFFECTIVE DATE DECEMBER 30, 2004.

BASIS OF BEARINGS

NOTE: BASIS OF BEARINGS IS THE ILLINOIS STATE PLANNED SURVEY - WEST ZONE (NAD83)

PURSUANT TO TITLE REPORT
P.L.N. 03-14-210-012
03-14-210-013
03-14-210-014
03-14-210-015
03-14-210-016
03-14-210-017
03-14-210-018



NO.	DESCRIPTION	DATE	REV.
1	PREPARED BY		
2	DRAWN BY		
3	CHECKED BY		
4	APPROVED BY		
5	DATE		
6	BY		
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100	BY		

PREPARED FOR
McDonald's USA, LLC
7325 Jones Avenue
Bensenville, IL 60017
Tel: 630.724.9200
Fax: 630.724.9202
www.mcd.com

DATE
10/2/2003
BY
S
P
I
V03.1
SHEET 2 OF 2

TYPE:Ordinance**SUBMITTED BY:**Chief Dan Schulze**DEPARTMENT:**Police Department**DATE:**April 16, 2019**DESCRIPTION:**

Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending Chapter Seven of Title Five of the Bensenville Village Code to Regulate Motor Vehicle Tows Authorized by the Police Department

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**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 checked="" type="checkbox"/>	<i>Quality Customer Oriented Services</i>	<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input checked="" type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

N/A

DATE:**BACKGROUND:**

The current Bensenville towing ordinance has a rotation list where three (3) towing companies alternate providing towing services for the Bensenville Police Department. Recently Officers have been forced to stand by for an hour and a half waiting for a tow truck to arrive. The amended ordinance will allow us to select a towing company and hold them accountable for their actions as well as set a maximum thirty (30) minute wait time expectation.

KEY ISSUES:

The new Ordinance allows us to select a company that can meet our needs and sets response time limits on how long they can take to respond.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the amended Ordinance.

BUDGET IMPACT:

None.

ACTION REQUIRED:

Approval of the Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending Chapter Seven of Title Five of the Bensenville Village Code to Regulate Motor Vehicle Tows Authorized by the Police Department.

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

Ordinance Draft

4/11/2019

Cover Memo

Tow Ordinance - Final

4/11/2019

Cover Memo

ORDINANCE NUMBER _____

**AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND
COOK COUNTIES, ILLINOIS AMENDING CHAPTER SEVEN OF TITLE
FIVE OF THE BENSENVILLE VILLAGE CODE TO REGULATE MOTOR
VEHICLE TOWS AUTHORIZED BY THE POLICE DEPARTMENT**

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

WHEREAS, the Village President and Board of Trustees of the Village of Bensenville (the “*Corporate Authorities*”) have the power and authority to amend the Bensenville Village Code as deemed necessary and advisable to protect the health, safety and welfare of the residents of the Village; and

WHEREAS, the Corporate Authorities find that it is in the best interest of the health, safety and welfare of the residents of the Village to provide for the regulations herein specified.

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

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

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

Section 3. Section 5-7-1 (“*Definitions*”) of Chapter Seven (“*Motor Vehicle Tows*”) of Title 5 (“*Traffic and Motor Vehicles*”) of the Bensenville Village Code is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

5-7-1: DEFINITIONS:

As used in this chapter, the following terms shall have the following meanings as defined in this section. Any term not defined herein shall have the meaning ascribed to it in other ordinances of the village of Bensenville, and, if not defined in any other ordinance of the village of Bensenville, it shall have the meaning ascribed to it in the Illinois vehicle code, 625 Illinois Compiled Statutes:

ABANDONED VEHICLE: A. A vehicle parked or otherwise located on the public way, and, either:

1. In such a state of disrepair that it is incapable of being driven; or
2. That has been unmoved for a period of at least twenty four (24) hours and from its condition, or some other circumstances appears to have been, and will be presumed to have been, abandoned by its owner; or

B. A vehicle parked and unmoved on a public way or in a public parking lot for a period of at least seven (7) calendar days; or

C. A vehicle defined as abandoned, or capable of being towed, by any other ordinance of the village of Bensenville, and which does not fall into the category of "hazardous" or "unlawful" vehicle as defined herein, and therefore is not subject to an immediate tow.

DEPARTMENT: The police department of the village of Bensenville ~~public safety department~~.

EXTENDED SERVICE: Any tow which requires the operator to perform services beyond those required in a "normal tow". For the purpose of this definition, a "normal tow" is a tow where the vehicle's wheels are on the ground and the vehicle may be readily towed.

HAZARDOUS VEHICLE: A. A vehicle that has been involved in an accident and is disabled or cannot be immediately moved by the owner or operator of the vehicle to a nonhazardous location; or

B. A vehicle that presents an immediate danger to the health or welfare of the members of the public; or

C. A vehicle abandoned or disabled on a public street, way or alley that is impeding the orderly flow of traffic or poses a potential danger to pedestrians and other operators of vehicles either by its location, condition or appearance; or

D. A vehicle that must be moved to allow for proper municipal snow removal from a public street, way or alley; or

E. A vehicle parked in a fire lane where signs are erected giving notice of a fire lane with the designation of a tow away zone, or otherwise obstructing a fire hydrant wherever parked, may be towed by a public safety officer or other person designated by a public safety officer, but not until thirty (30) minutes have elapsed from the issuance of a parking violation citation. During said thirty (30) minutes, the public safety officer shall use reasonable efforts to locate the owner of the vehicle. If the owner cannot be located or will not voluntarily remove the vehicle, the public safety officer shall cause the vehicle to be towed away at the owner's expense.

NONHAZARDOUS LOCATION: An area where a vehicle may be legally parked on a public street, way or alley that does not impede the orderly flow of traffic or pose a potential danger to pedestrians and other operators of vehicles.

OWNER: A person who holds legal title to the vehicle, or the right of possession of the vehicle.

PUBLIC PARKING LOT: Off street surface parking areas and off street parking in decks, garages and other structures owned by a governmental body which are open to parking of vehicles by the public either with or without compensation.

PUBLIC WAY: Any public road, street, highway or other dedicated public right of way in the village.

~~ROTATION~~ TOW LIST: A list maintained by the department containing the names of ~~those~~ the tow operators approved by the ~~village manager~~ police chief to respond to requests by the department dispatcher for the towing of vehicles which are disabled where the person in charge of the vehicle has no preference for any particular tow service or is unable to make such a decision. The list shall also be utilized: a) to tow village owned vehicles in need of service to a location designated by the village's department of public works; and b) to tow vehicles impounded by the department for evidentiary reasons.

TOW OPERATOR: A person or firm engaged in the business of, or offering the services of, vehicle towing whereby motor vehicles are or may be towed or otherwise removed from one place to another by use of a tow truck.

UNLAWFUL VEHICLE: A. A vehicle that has been reported stolen.

B. A vehicle which is the subject of a search and seizure by the department or other governmental police or public safety authority.

C. A vehicle towed incident to arrest.

D. A vehicle parked in violation of the statutes of the state of Illinois or the ordinances of the village which prohibit parking at the location in question or for the period of time for which

the vehicle has been parked, and where either such statute or ordinance authorizes the vehicle to be towed and signs advising of same are posted at or near the general location of the vehicle so parked.

UPRIGHTING: Bringing a vehicle that is either overturned or on its side to the upright position to tow.

VEHICLE: Any device in, upon or by which any person or property is or may be transported or drawn upon a street, highway or any public way, except devices moved by human power, devices used exclusively upon stationary rails or tracks, and snowmobiles.

VILLAGE: The village of Bensenville, DuPage and Cook Counties, Illinois.

WINCHING: Bringing a vehicle that is completely off of the road surface onto the road surface for the purpose of towing.

Section 4. Section 5-7-2 (*"Application for Rotation Tow List"*) of Chapter Seven (*"Motor Vehicle Tows"*) of Title 5 (*"Traffic and Motor Vehicles"*) of the Bensenville Village Code is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

5-7-2: APPLICATION FOR ~~ROTATION~~ TOW LIST:

Any person desiring to perform towing work at the request of the department shall submit an "application for ~~rotation~~ tow list" to the police chief assistant public safety director/chief of police. Application forms may be obtained from the department. The ~~rotation~~ tow list application period will be from June ~~October~~ 1 to June 30 ~~October 31~~ of each year, with the ~~rotation~~ tow list established and in effect from August ~~December~~ 1 to July 31 ~~November 30~~. Each operator applying must have a completed and correct application returned to the department by June 30 ~~October 31~~. After the ~~rotation~~ tow list is established, an operator on the ~~rotation~~ tow list will only need to submit a letter of intent, update any changed information on the application, and supply a new certificate(s) of insurance to reapply each year during the application period. ~~The number of tow operators included on the rotation tow list shall be limited to a maximum of three (3) companies.~~

~~Applications for the rotation tow list shall include the following information:~~

~~A. Name of tow operator.~~

~~B. Business and home address.~~

~~C. Business and home phone numbers.~~

~~D. The name of the firm under which the tow operator will trade.~~

~~E. Length of time in towing business.~~

~~F. Three (3) references.~~

~~G. The location, size and security features of the storage lot on which the towed vehicles will be stored.~~

~~H. The location to which the public must come to claim stored or impounded vehicles.~~

~~I. A statement of willingness to provide full service on a twenty four (24) hour a day basis each day of the year.~~

~~J. A list of towing equipment and its size and capacity.~~

~~K. Insurance policies.~~

~~L. A description of the communication system to be used on each tow truck and at the office where calls are received.~~

Section 5. Section 5-7-3 (“*Investigation and Approval*”) of Chapter Seven (“*Motor Vehicle Tows*”) of Title 5 (“*Traffic and Motor Vehicles*”) of the Bensenville Village Code is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

5-7-3: INVESTIGATION AND APPROVAL:

A. The number of tow operators included on the tow list shall be limited to one (1) company. The police chief shall select which tow operator meeting the requirements of this chapter shall be included on the tow list. Complaints regarding the process for inclusion on the tow list or the use of a tow list may be referred in writing to the police chief. The police chief shall make the final determination as to which qualified tow operator shall be included on the tow list and shall not be held liable for the exclusion of any tow operator from the tow list.

B. ~~Within thirty (30) days after~~ After receiving an application for ~~rotation~~ tow list, the department shall conduct an investigation to determine the truth and accuracy of the information contained in said application. The department shall also check to determine whether the location(s) of the tow operator meet the village's zoning code and fire code requirements. Additionally, towing equipment may be inspected by the department, and if the tow operator is placed on the ~~rotation~~ tow list, the equipment may be inspected every six (6) months. Upon completion of ~~it's~~ the department's investigation, the police chief shall either select the tow operator will either be placed for inclusion on the ~~rotation~~ tow list or ~~notified~~ notify the tow operator in writing that the application was not approved is disapproved and state the reasons for such disapproval. No tow operator's application shall be disapproved unless: Prior to performing any towing work at the

request of the department, the selected tow operator shall enter into a written agreement with the village, to be provided by the department, concerning the performance of said towing work and indemnifying, saving, and holding the village harmless from any liability for injuries or damages to any person or property by vehicles being towed or stored.

C. To be eligible for, and maintain, inclusion on the tow list, a tow operator shall meet the following requirements:

1. The tow operator must possess a license permitting the tow operator to operate in every unit of local government in the department's jurisdiction that requires a license for the operation of a towing service;

2. Each tow operator, any of its owners, and each person operating a vehicle on behalf of the tow operator shall submit his or her fingerprints to the Department of State Police in the manner prescribed in 625 Illinois Compiled Statutes 5/4-203.5(b);

3. Each person operating a vehicle on behalf of the tow operator must be classified for the type of towing operation he or she shall be performing and the vehicle he or she shall be operating;

4. The tow operator shall possess and maintain the insurance required by section 5-7-4 of this chapter and any other insurance required by law;

5. The tow operator shall utilize only vehicles that possess a valid vehicle registration, display a valid Illinois license plate in accordance with 625 Illinois Compiled Statutes 5/5-202, and comply with the weight requirements of the Illinois vehicle code;

6. Every person operating a towing or recovery vehicle on behalf of the tow operator must have completed a Traffic Incident Management Training Program approved by the Illinois Department of Transportation;

7. The tow operator shall hold a valid authority issued to it by the Illinois Commerce Commission;

8. The tow operator shall comply with all other applicable federal, state, and local laws; and

9. The tow operator shall comply with any additional requirements the department deems necessary.

D. In addition, no tow operator shall be included on the tow list if:

A1. The ~~applicant~~ tow operator has knowingly furnished false or misleading information, or withheld relevant information on the application;

~~B. The applicant does not and will not acquire insurance as required by section 5-7-4 of this chapter;~~ 2. The tow operator, any of its owners, or any person employed by said tow operator has failed to pay any outstanding debt, fine, fee, penalty, judgment, or tax due to the village;

~~C3.~~ 3. The location(s) where the ~~applicant~~ tow operator will conduct his business fails to meet the zoning and/or fire codes of the village ~~and~~ or the requirements of section 5-7-13 of this chapter;

~~D4.~~ 4. The ~~applicant~~ tow operator or any of its owners have been permanently removed from the ~~rotation~~ tow list for cause pursuant to section 5-7-9 of this chapter;

~~E5.~~ 5. The ~~applicant~~ tow operator, any of its owners, or any person operating a vehicle on behalf of the tow operator fails to qualify under section 5-7-14 of this chapter; or

~~F6.~~ 6. At any time the towing equipment does not meet the standards required by the village for towing pursuant to this chapter or otherwise required by 625 Illinois Compiled Statutes 5/12-606.

Section 6. Section 5-7-4 (“*Insurance*”) of Chapter Seven (“*Motor Vehicle Tows*”) of Title 5 (“*Traffic and Motor Vehicles*”) of the Bensenville Village Code is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

5-7-4: INSURANCE:

The tow ~~service~~ operator shall maintain, at its cost, the minimum insurance coverage as required by 625 Illinois Compiled Statutes 5/12-606(d), the insurance coverage as required by 625 Illinois Compiled Statutes 5/4-203.5(b)(4), and any other insurance required by law. The tow operator shall name the village as an additional insured under all such policies, and the policies must contain a provision that the insurance shall not be canceled without giving the village at least thirty (30) days’ written notice of cancellation or material change. All insurance policies shall cover the tow operator, any person operating a vehicle on behalf of the tow operator, the tow operator’s agents, and the tow operator’s subcontractors and shall be maintained in full force and effect at all times while the tow operator remains on the tow list. No tow operator shall be included on the tow list unless and until it provides a certificate(s) of insurance conforming to the requirements of this section.

Section 7. Section 5-7-5 (“*Duties and Requirements of Tow Operators on Rotation Tow List*”) of Chapter Seven (“*Motor Vehicle Tows*”) of Title 5 (“*Traffic and Motor Vehicles*”) of the Bensenville Village Code is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

5-7-5: DUTIES AND REQUIREMENTS OF TOW OPERATORS ON ~~ROTATION~~ TOW LIST:

A. The tow operator shall be responsible for providing a secured lot where the towed vehicles are stored, and an office at that location that is open and staffed during reasonable business hours. The storage lot shall be located within the village's corporate limits.

B. All tow trucks shall be equipped with warning lights and all other equipment required by 625 Illinois Compiled Statutes 5/12-606(b), including, without limitation: one (1) or more brooms and shovels; oil-dry chemical; one (1) or more trash cans of at least five (5) gallon capacity; flares or proper reflective devices; at least one (1) fire extinguisher of a dry chemical or carbon dioxide type with an aggregate rating of at least 4-B, C units, and bearing the approval of a laboratory qualified by the ~~village's fire department~~ Illinois Division of Fire Prevention for this purpose; and a form of two-way communication equipment. All tow trucks shall carry dollies at all times and shall be equipped to safely transport motorcycles.

C. Each tow operator shall provide twenty four (24) hour per day service each day of the year and respond as needed to a scene within thirty (30) minutes. There shall be an attendant or answering service on duty at all times for the purpose of receiving calls. The tow operator shall telephone the department and advise that a request for the release of a vehicle is being made. If the tow operator is advised that the vehicle is eligible for release, the tow operator shall release the vehicle to the person upon the payment of the authorized fees. If the tow operator is advised that there is a hold on the vehicle, the person claiming the vehicle will be told to come to the department to obtain a release.

Section 8. Section 5-7-6 ("*Collection of Costs; Inspection of Records*") of Chapter Seven ("*Motor Vehicle Tows*") of Title 5 ("*Traffic and Motor Vehicles*") of the Bensenville Village Code is hereby amended by deleting the following stricken language to read, as follows:

5-7-6: COLLECTION OF COSTS; INSPECTION OF RECORDS:

Collection of towing and storage charges from the owner or driver of a towed vehicle shall be the sole responsibility of the tow operator or his/her/its employee. The village and the department shall not be responsible for nor assist in the collection of such fees.

The village shall only be responsible for towing fees assessed for village owned vehicles towed pursuant to this chapter. Tow operators shall contact the department no later than seven (7) days after a vehicle is towed if the vehicle is not claimed within that time. The village shall not pay for, nor shall the village be otherwise responsible for, the storage of abandoned vehicles, but will in its sole discretion attempt to ascertain the owner of such abandoned vehicle for prompt claim, sale or other disposition pursuant to this code and the Illinois vehicle code, 625 Illinois Compiled Statutes 5/4-201 et seq., as amended. Tow operators shall maintain complete records and a system of releasing vehicles which assures that vehicles are released only to the rightful owner or other authorized person. All records involving towing from the ~~rotation~~ tow list shall be open and

available to the department for inspection during normal business hours or at such times as there may exist a dispute concerning the amount or validity of any towing or storage charge or charges.

Section 9. Section 5-7-7 (“*Operation of Rotation Tow List*”) of Chapter Seven (“*Motor Vehicle Tows*”) of Title 5 (“*Traffic and Motor Vehicles*”) of the Bensenville Village Code is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

5-7-7: OPERATION OF ~~ROTATION~~ TOW LIST:

~~The department will use its best efforts to call tow trucks on the rotation tow list in sequential order of rotation, as is reasonably practicable. If the owner or operator of a vehicle is present at the scene of the vehicle, is not under arrest, and does not abandon his or her vehicle, and in the public safety officer’s opinion the vehicle is not impeding or obstructing traffic, illegally parked, or posing a security or safety risk, the public safety officer will allow the owner or operator of the vehicle to specify a tow operator to relocate the vehicle. If the owner or operator chooses not to specify a tow operator, the department shall select the tow operator from the tow list. The department may call a tow operator not on the tow list if the tow operator on said list is unavailable shall not, except upon request of the owner, operator or person lawfully in possession of the vehicle to be serviced, call any tow truck not on the rotation tow list unless all such tow trucks are unavailable. The department may call a tow truck out of sequence in an emergency where there is an urgent need for services of a tow truck in the proximity to the location, or the estimated response time makes it more practical to do so. In the event of an emergency, a public safety officer or the department, taking into account the safety and location of the situation, may obtain towing service from any source deemed appropriate.~~

Section 10. Section 5-7-8 (“*Tow Trucks for Semitractor Trailer Vehicles*”) of Chapter Seven (“*Motor Vehicle Tows*”) of Title 5 (“*Traffic and Motor Vehicles*”) of the Bensenville Village Code is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

5-7-8: TOW TRUCKS FOR SEMITRACTOR TRAILER VEHICLES:

A separate ~~rotation~~ tow list of a tow trucks operator capable of towing semitractor trailer vehicles shall be maintained the same as, and shall be subject to the same conditions and restrictions as, the standard ~~rotation~~ tow list provided for by this chapter.

Section 11. Section 5-7-9 (“*Removal from Rotation Tow List*”) of Chapter Seven (“*Motor Vehicle Tows*”) of Title 5 (“*Traffic and Motor Vehicles*”) of the Bensenville Village Code

is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

5-7-9: REMOVAL FROM ~~ROTATION~~ TOW LIST:

A. Removal From Tow List: The police chief ~~village manager~~ or the police chief's ~~village manager's~~ designee may remove any tow operator temporarily or permanently from the ~~rotation~~ tow list when he finds:

1. Placement on the ~~rotation~~ tow list was secured by fraud or concealment of a material fact, which if known would have caused disapproval of the application;
2. The tow operator has violated any one or more of the provisions of this chapter or state statute related to towing services or operation of its business; or
3. The service provided by the tow operator has been substantially inadequate, which shall include, but not be limited to, failing to be available for or not accepting calls, slow response time, excessive damage claims, repeated complaints from citizens, or unsafe or inadequate towing equipment; or
4. The tow operator is in violation of any term or condition of the written agreement described in section 5-7-3 of this chapter or said agreement has expired or has been otherwise terminated.

B. Temporary Removal: If the removal of the tow operator from the ~~rotation~~ tow list is temporary, such temporary removal shall not be for more than thirty (30) days at any one time.

C. Pending Removal: If the police chief ~~assistant public safety director/chief of police~~ determines the alleged offense does not constitute an immediate threat to the health, safety or welfare of the public, the police chief ~~assistant public safety director/chief of police~~ shall provide the tow operator with written notice at least fifteen (15) days prior to the effective date of the temporary or permanent removal by delivering said notice to the tow operator's place of business on record with the village. Said written notice shall include: 1) the effective date of the removal; 2) whether the removal is temporary or permanent; 3) the allegations which form the basis of the removal; 4) the actions, if any, the tow operator may take to prevent the removal from occurring; and 5) the procedure which the tow operator must follow to request a hearing to appeal the removal. If a hearing is requested, the village manager, or the village manager's designee, shall act as the hearing officer. The hearing shall be informal and provide both sides with the opportunity to present all evidence relevant to the removal. The hearing officer shall issue a written decision based upon a preponderance of the presented evidence within seven (7) business days of the hearing. The written decision will be sent to the tow operator's business address on record with the village, with a copy retained in the tow operator's application file at the department. The village or the tow operator may contest the decision of the hearing officer in any manner provided by law.

D. Immediate Removal: If the police chief ~~assistant public safety director/chief of police~~ determines that a tow operator presents an immediate threat to the health, safety or welfare of the community, or if the tow operator has not provided proof of valid insurance in the amounts required by ordinance, the police chief ~~assistant public safety director/chief of police~~ may, in his sole and absolute discretion, request that the village manager remove the tow operator from the ~~rotation~~ tow list prior to any hearing. If the police chief ~~village manager~~ finds just cause, he shall provide written notification to the tow operator that the tow operator is being removed from the ~~rotation~~ tow list immediately. Said written notice shall be delivered to the tow operator's place of business on record with the village on the first day the removal is effective, and shall state: 1) that the removal is effective immediately; 2) whether the removal is temporary or permanent; 3) the allegations forming the basis of the removal; and 4) the procedure which the tow operator must follow to request a hearing to appeal the removal. If a hearing is requested, the village manager, or the village manager's designee, shall act as the hearing officer. The hearing shall be informal and provide both sides with the opportunity to present all evidence relevant to the removal. The hearing officer shall issue a written decision based upon a preponderance of the presented evidence within seven (7) business days of the hearing. The written decision shall be sent to the tow operator's business address on record with the village, with a copy retained in the tow operator's application file at the department. If the decision reverses the removal, the hearing officer shall notify the department so that towing privileges may be reinstated as soon as possible. The village or the tow operator may contest the decision of the hearing officer in any manner provided by law.

E. Method Of Requesting Hearing: A tow operator shall request a hearing by filing a written request for hearing with the office of the village manager within ten (10) business days of receiving a notice of removal. Upon receipt of a written request for hearing, the village manager shall afford the tow operator such hearing, which hearing shall commence at a date and time within three (3) village business days of the date of the village manager's receipt of the written request for hearing. If the tow operator is unavailable at the time provided by the village, the village shall not be bound by the three (3) village business day time period, and the removal will not be stayed. If the village is unable to provide a hearing time within the applicable time period, all action on the removal shall be stayed until the hearing.

F. In the event a tow operator is removed from the tow list for a reason other than expiration of the abovementioned written agreement with the village, the police chief in his discretion shall either select a new qualified tow operator for inclusion on the tow list from the applications previously submitted during the application period described in section 5-7-2 of this chapter or seek new applications for a qualified tow operator during a special application period. The tow list established under this subsection shall be in effect until July 31 unless sooner terminated under the provisions of this chapter.

Section 12. Section 5-7-10 (“*Fees*”) of Chapter Seven (“*Motor Vehicle Tows*”) of Title 5 (“*Traffic and Motor Vehicles*”) of the Bensenville Village Code is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

5-7-10: FEES:

The following schedule of maximum fees shall be in effect for all tows received off the ~~rotation~~ tow list:

Service Description		Maximum Fee
Towing rates (hook or flatbed service):		
	Vehicle tow	\$140.00
	Extended service tow	\$100.00 per hour
	Extra man	\$65.00 per man per hour
	Light duty winching/uprighting	\$85.00 per hour (or fraction thereof)
	Medium duty winching/uprighting	\$185.00 per hour (or fraction thereof)
	Heavy duty winching/uprighting	\$225.00 per hour (or fraction thereof)
	Clean up	\$20.00
	Oil-dry	\$20.00 per bag
Storage (per calendar day upon arrival):		
	Outside	\$35.00
	Inside	\$40.00
Mileage:		
	Within village limits or to storage facility designated on application	Free
	Outside village limits	\$ 1.50 per mile
Requested window covering		\$20.00 per pane
Linkage remove and install		\$20.00
Administration fee		\$25.00

Every tow truck performing towing services pursuant to this chapter shall have a placard describing available rates and services posted in the cab of the vehicle at all times. Where special or unusual circumstances require an extraordinary amount of service or equipment, a higher fee may be charged; provided, however, that the owner or operator of the vehicle to be serviced shall be informed of the additional fee in advance of servicing the vehicle, if such person is reasonably available to be notified.

Section 13. Section 5-7-11 (“*Solicitation of Business*”) of Chapter Seven (“*Motor Vehicle Tows*”) of Title 5 (“*Traffic and Motor Vehicles*”) of the Bensenville Village Code is hereby amended by adding the following underlined language to read, as follows:

5-7-11: SOLICITATION OF BUSINESS:

No tow operator may respond to the scene of an accident or emergency for the purpose of towing vehicles unless called there by the department or persons involved in the accident or emergency. Tow operators responding to an accident or emergency at the request of a person other than a public safety officer, must record the name and address of the person and make such information available to the department upon request. This section is intended only to prohibit the soliciting of business at the scene of accidents and emergencies, and shall not be construed to prohibit any tow operator from contracting with any person, firm or corporation; provided, that the tow operator, his agents and employees do not solicit tow contracts at the scene of accidents or emergencies.

If a tow operator is present or arrives where a tow is needed and it has not been requested by the department or the owner or operator, the public safety officer, unless acting under 625 Illinois Compiled Statutes 5/11-1431, shall advise the tow operator to leave the scene.

Section 14. Section 5-7-12 (“*Tow Truck Operation*”) of Chapter Seven (“*Motor Vehicle Tows*”) of Title 5 (“*Traffic and Motor Vehicles*”) of the Bensenville Village Code is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

5-7-12: TOW TRUCK OPERATION:

A. Every tow operator or driver of a tow truck shall remove or cause to be removed all glass and debris deposited on any street, highway or other public right of way by the disabled vehicle being serviced, and shall, in addition, spread oil-dry upon that portion of any street, highway or other public right of way where oil or grease has been deposited by the disabled vehicle being serviced.

B. No tow operator or driver of a tow truck shall respond to a call for service while under the influence of intoxicants.

C. Towed vehicles shall be taken to such location designated by the vehicle owner, driver or agent, should such person not wish to store the vehicle at the tow operator's facility; provided, however, that vehicles towed upon the direction of the department shall be towed to such a place as designated by the public safety officer in charge at the scene.

D. Once notified of a tow, the tow operator will provide the department an approximate time it will take to arrive at the scene of the tow. If a tow operator is unable to respond to a request for service immediately, the tow operator or his employee shall advise the department that he is not available. The tow operator will be marked unavailable. ~~The tow operator will then be placed at the bottom of the rotation tow list. No substitute tow truck or operator will be allowed. The department dispatcher will then call the next tow operator on the rotation tow list.~~

E. ~~When a tow truck is canceled after being dispatched off the rotation tow list, it shall be put back at the head of the rotation tow list.~~

Section 15. Section 5-7-13 (“*Storage Facility*”) of Chapter Seven (“*Motor Vehicle Tows*”) of Title 5 (“*Traffic and Motor Vehicles*”) of the Bensenville Village Code is hereby amended by adding the following underlined language to read, as follows:

5-7-13: STORAGE FACILITY:

Each tow operator shall maintain a secure storage lot of adequate size to store all towed vehicles safely. Said lot shall be enclosed by a screened fence not less than six feet (6') in height and shall have a locked gate. All storage facilities shall comply with all zoning, property maintenance, fire and other applicable codes and ordinances of the village. When instructed by the department that a vehicle in storage must be secured from tampering, the tow operator must store the vehicle so that it is not accessible to any person except upon specific approval of the tow operator or his agent. A clearance of twenty four inches (24") must be maintained around all vehicles towed through use of the tow list.

Section 16. Section 5-7-14 (“*Tow Operator Personnel Qualifications*”) of Chapter Seven (“*Motor Vehicle Tows*”) of Title 5 (“*Traffic and Motor Vehicles*”) of the Bensenville Village Code is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

5-7-14: TOW OPERATOR PERSONNEL QUALIFICATIONS:

No person who has been convicted under the laws of the state of Illinois or any other state of an offense which, under the laws of the state of Illinois, would constitute a felony theft of a vehicle or other felony offense under article 1, chapter 4 of the Illinois vehicle code, 625 Illinois Compiled Statutes 5/4-101 et seq., or of any offense listed in 625 Illinois Compiled Statutes 5/4-203.5, shall

be approved as a tow operator to be placed on the ~~rotation~~ tow list, nor shall any tow operator knowingly permit such a person to operate a ~~tow truck~~ vehicle on ~~rotation~~ tow list calls; ~~provided, however, a person whose last such felony conviction was more than four (4) years previous to such person being available to operate a tow truck, and who has shown evidence of rehabilitation in the reasonable opinion of the assistant public safety director/chief of police, may be approved if otherwise eligible.~~

Each tow operator shall furnish to the department a complete and current list of all drivers who may respond to ~~rotation~~ tow list calls. No driver shall be permitted to respond to any ~~rotation~~ tow list call unless his name, date of birth and driver's license number have been furnished to the department at least twenty four (24) hours in advance by the tow operator on forms provided by the department.

Section 17. Section 5-7-16 (*“Termination of Rotation Tow Procedure”*) of Chapter Seven (*“Motor Vehicle Tows”*) of Title 5 (*“Traffic and Motor Vehicles”*) of the Bensenville Village Code is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

5-7-16: TERMINATION OF ~~ROTATION~~ TOW PROCEDURE:

The village reserves the right to amend or terminate its ~~rotation~~ tow procedure unilaterally, for any or no reason, in the sole discretion of the village, at any time, without any notice, and without recourse. Any amendment to the tow procedure will apply to all current tow operators. The termination of the tow procedure shall automatically terminate the most current tow list.

Section 18. Section 5-7-20 (*“Authorization for Towing”*) of Chapter Seven (*“Motor Vehicle Tows”*) of Title 5 (*“Traffic and Motor Vehicles”*) of the Bensenville Village Code is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

5-7-20: AUTHORIZATION FOR TOWING:

The towing of a hazardous, unlawful and/or abandoned vehicle at the direction of the village by a ~~towing service~~ tow operator from the ~~rotation~~ tow list shall be authorized by the department under the circumstances herein provided. Towed vehicles shall be impounded at a storage facility provided by the ~~service~~ tow operator which towed the vehicle until lawfully claimed or disposed of pursuant to the Illinois vehicle code, as amended, 625 Illinois Compiled Statutes.

A. Towing With Prior Notice; Abandoned Vehicles: Abandoned vehicles may be towed only after the mailing or personal delivery of prior notice and the affording of an opportunity for a hearing as provided in sections 5-7-21 and 5-7-22 of this chapter.

B. Towing Without Notice; Immediate Tows: Hazardous or unlawful vehicles may be towed without prior notice. The opportunity for a posttow hearing shall be as provided in sections 5-7-23 and 5-7-24 of this chapter.

Section 19. Section 5-7-23 (“*Posttow Notice for Hazardous and Unlawful Vehicles*”) of Chapter Seven (“*Motor Vehicle Tows*”) of Title 5 (“*Traffic and Motor Vehicles*”) of the Bensenville Village Code is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

5-7-23: POSTTOW NOTICE FOR HAZARDOUS AND UNLAWFUL VEHICLES:

A. Mailing Or Delivery Of Notice: Notice pursuant to this section shall be forwarded by certified or registered mail, return receipt requested, to the address of the owner of the vehicle as indicated in the most current registration list of the secretary of state, unless the notice is personally delivered to the owner, in which case, the date and time of the delivery and the name of the officer making the delivery shall be noted in the department records or reports. In the event that the department has towed an out of state hazardous or unlawful vehicle, inquiry by computer, telephone or letter shall be made of the secretary of state or equivalent state agency of the particular jurisdiction for the furnishing of the most current registered name and address of the owner of the vehicle, and notice shall be mailed as provided herein to the address furnished. Notification shall be sent no later than ten (10) business days after the date the department impounds or authorizes the impounding of a vehicle, provided that, if the department is unable to determine the identity of the registered owner, lienholder or other person legally entitled to ownership of the impounded vehicle within a ten (10) business day period after impoundment, then notification shall be sent no later than two (2) business days after the date the identity of the registered owner, lienholder or other person legally entitled to ownership of the impounded vehicle is determined.

B. Notice Of Vehicle Release Requirements And Hearing Rights Of Towed Vehicles: Information indicating the opportunity and procedures for a hearing to contest the validity of a towed vehicle will be printed on the back of the tow release or provided with the tow release.

C. Requests For Posttow Hearings: Requests for hearings may be made in person or by mail to the department within fifteen (15) calendar days of the mailing or personal delivery of the notification of tow, or release of the vehicle, whichever occurs first; otherwise, the right to a hearing shall be deemed waived.

D. Release Of Motor Vehicles: Before the owner or other person entitled to possession of any impounded vehicle shall be permitted to remove same, that person shall furnish evidence of his identity, proof of ownership, or his right to possession, sign a receipt for the vehicle, and pay the

amount owed for towing and storage fees to the ~~towing-service tow~~ operator unless the hearing officer finds that the vehicle should not have been towed.

E. Establishment Of Towing And Storage Rates: The vehicle owner shall be responsible for and pay fees for towing and storage on department ordered tows at rates set forth in section 5-7-10 of this chapter. The ~~towing-service tow~~ operator must fully itemize in writing the details of billing and supply a copy of the itemized bill to the owner and to the department. The ~~towing-service tow~~ operator and the department shall have available a copy of the complete current rate schedule as set forth in section 5-7-10 of this chapter and any special rate policy that may apply for vehicle owners to view upon request.

Section 20. Section 5-7-25 (“*Towing Service Subject to Provisions*”) of Chapter Seven (“*Motor Vehicle Tows*”) of Title 5 (“*Traffic and Motor Vehicles*”) of the Bensenville Village Code is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

5-7-25: TOWING SERVICE SUBJECT TO PROVISIONS:

Notwithstanding any other ordinance or statutory provision to the contrary, any ~~towing-service tow~~ operator which tows on behalf of the village shall perform its services subject to the provisions of this chapter.

Section 21. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 22. The findings and recitals herein are declared to be prima facie evidence of the law of the Village and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Section 23. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 24. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

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PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this ____ day of _____ 2019, pursuant to a roll call vote, as follows:

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

ORDINANCE NUMBER _____

**AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND
COOK COUNTIES, ILLINOIS AMENDING CHAPTER SEVEN OF TITLE
FIVE OF THE BENSENVILLE VILLAGE CODE TO REGULATE MOTOR
VEHICLE TOWS AUTHORIZED BY THE POLICE DEPARTMENT**

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

WHEREAS, the Village President and Board of Trustees of the Village of Bensenville (the “*Corporate Authorities*”) have the power and authority to amend the Bensenville Village Code as deemed necessary and advisable to protect the health, safety and welfare of the residents of the Village; and

WHEREAS, the Corporate Authorities find that it is in the best interest of the health, safety and welfare of the residents of the Village to provide for the regulations herein specified.

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

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

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

Section 3. Section 5-7-1 (“*Definitions*”) of Chapter Seven (“*Motor Vehicle Tows*”) of Title 5 (“*Traffic and Motor Vehicles*”) of the Bensenville Village Code is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

5-7-1: DEFINITIONS:

As used in this chapter, the following terms shall have the following meanings as defined in this section. Any term not defined herein shall have the meaning ascribed to it in other ordinances of the village of Bensenville, and, if not defined in any other ordinance of the village of Bensenville, it shall have the meaning ascribed to it in the Illinois vehicle code, 625 Illinois Compiled Statutes:

ABANDONED VEHICLE: A. A vehicle parked or otherwise located on the public way, and, either:

1. In such a state of disrepair that it is incapable of being driven; or
2. That has been unmoved for a period of at least twenty four (24) hours and from its condition, or some other circumstances appears to have been, and will be presumed to have been, abandoned by its owner; or

B. A vehicle parked and unmoved on a public way or in a public parking lot for a period of at least seven (7) calendar days; or

C. A vehicle defined as abandoned, or capable of being towed, by any other ordinance of the village of Bensenville, and which does not fall into the category of "hazardous" or "unlawful" vehicle as defined herein, and therefore is not subject to an immediate tow.

DEPARTMENT: The police department of the village of Bensenville.

EXTENDED SERVICE: Any tow which requires the operator to perform services beyond those required in a "normal tow". For the purpose of this definition, a "normal tow" is a tow where the vehicle's wheels are on the ground and the vehicle may be readily towed.

HAZARDOUS VEHICLE: A. A vehicle that has been involved in an accident and is disabled or cannot be immediately moved by the owner or operator of the vehicle to a nonhazardous location; or

B. A vehicle that presents an immediate danger to the health or welfare of the members of the public; or

C. A vehicle abandoned or disabled on a public street, way or alley that is impeding the orderly flow of traffic or poses a potential danger to pedestrians and other operators of vehicles either by its location, condition or appearance; or

D. A vehicle that must be moved to allow for proper municipal snow removal from a public street, way or alley; or

E. A vehicle parked in a fire lane where signs are erected giving notice of a fire lane with the designation of a tow away zone, or otherwise obstructing a fire hydrant wherever parked, may be towed by a public safety officer or other person designated by a public safety officer, but not until thirty (30) minutes have elapsed from the issuance of a parking violation citation. During said thirty (30) minutes, the public safety officer shall use reasonable efforts to locate the owner of the vehicle. If the owner cannot be located or will not voluntarily remove the vehicle, the public safety officer shall cause the vehicle to be towed away at the owner's expense.

NONHAZARDOUS LOCATION: An area where a vehicle may be legally parked on a public street, way or alley that does not impede the orderly flow of traffic or pose a potential danger to pedestrians and other operators of vehicles.

OWNER: A person who holds legal title to the vehicle, or the right of possession of the vehicle.

PUBLIC PARKING LOT: Off street surface parking areas and off street parking in decks, garages and other structures owned by a governmental body which are open to parking of vehicles by the public either with or without compensation.

PUBLIC WAY: Any public road, street, highway or other dedicated public right of way in the village.

~~ROTATION~~ TOW LIST: A list maintained by the department containing the names of the tow operators approved by the police chief to respond to requests by the department dispatcher for the towing of vehicles which are disabled where the person in charge of the vehicle has no preference for any particular tow service or is unable to make such a decision. The list shall also be utilized: a) to tow village owned vehicles in need of service to a location designated by the village's department of public works; and b) to tow vehicles impounded by the department for evidentiary reasons.

TOW OPERATOR: A person or firm engaged in the business of, or offering the services of, vehicle towing whereby motor vehicles are or may be towed or otherwise removed from one place to another by use of a tow truck.

UNLAWFUL VEHICLE: A. A vehicle that has been reported stolen.

B. A vehicle which is the subject of a search and seizure by the department or other governmental police or public safety authority.

C. A vehicle towed incident to arrest.

D. A vehicle parked in violation of the statutes of the state of Illinois or the ordinances of the village which prohibit parking at the location in question or for the period of time for which

the vehicle has been parked, and where either such statute or ordinance authorizes the vehicle to be towed and signs advising of same are posted at or near the general location of the vehicle so parked.

UPRIGHTING: Bringing a vehicle that is either overturned or on its side to the upright position to tow.

VEHICLE: Any device in, upon or by which any person or property is or may be transported or drawn upon a street, highway or any public way, except devices moved by human power, devices used exclusively upon stationary rails or tracks, and snowmobiles.

VILLAGE: The village of Bensenville, DuPage and Cook Counties, Illinois.

WINCHING: Bringing a vehicle that is completely off of the road surface onto the road surface for the purpose of towing.

Section 4. Section 5-7-2 (*“Application for Tow List”*) of Chapter Seven (*“Motor Vehicle Tows”*) of Title 5 (*“Traffic and Motor Vehicles”*) of the Bensenville Village Code is hereby amended.

5-7-2: APPLICATION FOR TOW LIST:

Any person desiring to perform towing work at the request of the department shall submit an "application for tow list" to the police chief. Application forms may be obtained from the department. The tow list application period will be from May 1 to May 31 of each year, with the tow list established and in effect from July 1 to June 30. Each operator applying must have a completed and correct application returned to the department by May 31. After the tow list is established, an operator on the tow list will only need to submit a letter of intent, update any changed information on the application, and supply a new certificate(s) of insurance to reapply each year during the application period.

Section 5. Section 5-7-3 (*“Investigation and Approval”*) of Chapter Seven (*“Motor Vehicle Tows”*) of Title 5 (*“Traffic and Motor Vehicles”*) of the Bensenville Village Code is hereby amended.

5-7-3: INVESTIGATION AND APPROVAL:

A. The number of tow operators included on the tow list shall be limited to one (1) company. The police chief shall select which tow operator meeting the requirements of this chapter shall be included on the tow list. Complaints regarding the process for inclusion on the tow list or the use of a tow list may be referred in writing the police chief. The police chief shall make the final

determination as to which qualified tow operator shall be included on the tow list and shall not be held liable for the exclusion of any tow operator from the tow list.

B. After receiving an application for tow list, the department shall conduct an investigation to determine the truth and accuracy of the information contained in said application. The department shall also check to determine whether the location(s) of the tow operator meet the village's zoning code and fire code requirements. Additionally, towing equipment may be inspected by the department, and if the tow operator is placed on the tow list, the equipment may be inspected every six (6) months. Upon completion of the department's investigation, the police chief shall either select the tow operator for inclusion on the tow list or notify the tow operator in writing that the application was not approved. Prior to performing any towing work at the request of the department, the selected tow operator shall enter into a written agreement with the village, to be provided by the department, concerning the performance of said towing work and indemnifying, saving, and holding the village harmless from any liability for injuries or damages to any person or property by vehicles being towed or stored.

C. To be eligible for, and maintain, inclusion on the tow list, a tow operator shall meet the following requirements:

1. The tow operator must possess a license permitting the tow operator to operate in every unit of local government in the department's jurisdiction that requires a license for the operation of a towing service;
2. Each tow operator, any of its owners, and each person operating a vehicle on behalf of the tow operator shall submit his or her fingerprints to the Department of State Police in the manner prescribed in 625 Illinois Compiled Statutes 5/4-203.5(b);
3. Each person operating a vehicle on behalf of the tow operator must be classified for the type of towing operation he or she shall be performing and the vehicle he or she shall be operating;
4. The tow operator shall possess and maintain the insurance required by section 5-7-4 of this chapter and any other insurance required by law;
5. The tow operator shall utilize only vehicles that possess a valid vehicle registration, display a valid Illinois license plate in accordance with 625 Illinois Compiled Statutes 5/5-202, and comply with the weight requirements of the Illinois vehicle code;
6. Every person operating a towing or recovery vehicle on behalf of the tow operator must have completed a Traffic Incident Management Training Program approved by the Illinois Department of Transportation;
7. The tow operator shall hold a valid authority issued to it by the Illinois Commerce Commission;

8. The tow operator shall comply with all other applicable federal, state, and local laws; and

9. The tow operator shall comply with any additional requirements the department deems necessary.

D. In addition, no tow operator shall be included on the tow list if:

1. The tow operator has knowingly furnished false or misleading information, or withheld relevant information on the application;

2. The tow operator, any of its owners, or any person employed by said tow operator has failed to pay any outstanding debt, fine, fee, penalty, judgment, or tax due to the village;

3. The location(s) where the tow operator will conduct his business fails to meet the zoning and/or fire codes of the village or the requirements of section 5-7-13 of this chapter;

4. The tow operator or any of its owners have been permanently removed from the tow list for cause pursuant to section 5-7-9 of this chapter;

5. The tow operator, any of its owners, or any person operating a vehicle on behalf of the tow operator fails to qualify under section 5-7-14 of this chapter; or

6. At any time the towing equipment does not meet the standards required by the village for towing pursuant to this chapter or otherwise required by 625 Illinois Compiled Statutes 5/12-606.

Section 6. Section 5-7-4 (“*Insurance*”) of Chapter Seven (“*Motor Vehicle Tows*”) of Title 5 (“*Traffic and Motor Vehicles*”) of the Bensenville Village Code is hereby amended.

5-7-4: INSURANCE:

The tow operator shall maintain, at its cost, the minimum insurance coverage as required by 625 Illinois Compiled Statutes 5/12-606(d), the insurance coverage as required by 625 Illinois Compiled Statutes 5/4-203.5(b)(4), and any other insurance required by law. The tow operator shall name the village as an additional insured under all such policies, and the policies must contain a provision that the insurance shall not be canceled without giving the village at least thirty (30) days’ written notice of cancellation or material change. All insurance policies shall cover the tow operator, any person operating a vehicle on behalf of the tow operator, the tow operator’s agents, and the tow operator’s subcontractors and shall be maintained in full force and effect at all times while the tow operator remains on the tow list. No tow operator shall be included on the tow list unless and until it provides a certificate(s) of insurance conforming to the requirements of this section.

Section 7. Section 5-7-5 (*“Duties and Requirements of Tow Operators on Rotation Tow List”*) of Chapter Seven (*“Motor Vehicle Tows”*) of Title 5 (*“Traffic and Motor Vehicles”*) of the Bensenville Village Code is hereby amended.

5-7-5: DUTIES AND REQUIREMENTS OF TOW OPERATORS ON ~~ROTATION~~ TOW LIST:

A. The tow operator shall be responsible for providing a secured lot where the towed vehicles are stored, and an office at that location that is open and staffed during reasonable business hours. The storage lot shall be located within the village's corporate limits.

B. All tow trucks shall be equipped with warning lights and all other equipment required by 625 Illinois Compiled Statutes 5/12-606(b), including, without limitation: one (1) or more brooms and shovels; oil-dry chemical; one (1) or more trash cans of at least five (5) gallon capacity; flares or proper reflective devices; at least one (1) fire extinguisher of a dry chemical or carbon dioxide type with an aggregate rating of at least 4-B, C units, and bearing the approval of a laboratory qualified by the Illinois Division of Fire Prevention for this purpose; and a form of two-way communication equipment. All tow trucks shall carry dollies at all times and shall be equipped to safely transport motorcycles.

C. Each tow operator shall provide twenty four (24) hour per day service each day of the year and respond as needed to a scene within thirty (30) minutes. There shall be an attendant or answering service on duty at all times for the purpose of receiving calls. The tow operator shall telephone the department and advise that a request for the release of a vehicle is being made. If the tow operator is advised that the vehicle is eligible for release, the tow operator shall release the vehicle to the person upon the payment of the authorized fees. If the tow operator is advised that there is a hold on the vehicle, the person claiming the vehicle will be told to come to the department to obtain a release.

Section 8. Section 5-7-6 (*“Collection of Costs; Inspection of Records”*) of Chapter Seven (*“Motor Vehicle Tows”*) of Title 5 (*“Traffic and Motor Vehicles”*) of the Bensenville Village Code is hereby amended.

5-7-6: COLLECTION OF COSTS; INSPECTION OF RECORDS:

Collection of towing and storage charges from the owner or driver of a towed vehicle shall be the sole responsibility of the tow operator or his/her/its employee. The village and the department shall not be responsible for nor assist in the collection of such fees.

The village shall only be responsible for towing fees assessed for village owned vehicles towed pursuant to this chapter. Tow operators shall contact the department no later than seven (7) days after a vehicle is towed if the vehicle is not claimed within that time. The village shall not pay for,

nor shall the village be otherwise responsible for, the storage of abandoned vehicles, but will in its sole discretion attempt to ascertain the owner of such abandoned vehicle for prompt claim, sale or other disposition pursuant to this code and the Illinois vehicle code, 625 Illinois Compiled Statutes 5/4-201 et seq., as amended. Tow operators shall maintain complete records and a system of releasing vehicles which assures that vehicles are released only to the rightful owner or other authorized person. All records involving towing from the ~~rotation~~ tow list shall be open and available to the department for inspection during normal business hours or at such times as there may exist a dispute concerning the amount or validity of any towing or storage charge or charges.

Section 9. Section 5-7-7 ("*Operation of Rotation Tow List*") of Chapter Seven ("*Motor Vehicle Tows*") of Title 5 ("*Traffic and Motor Vehicles*") of the Bensenville Village Code is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

5-7-7: OPERATION OF TOW LIST:

If the owner or operator of a vehicle is present at the scene of the vehicle, is not under arrest, and does not abandon his or her vehicle, and in the public safety officer's opinion the vehicle is not impeding or obstructing traffic, illegally parked, or posing a security or safety risk, the public safety officer will allow the owner or operator of the vehicle to specify a tow operator to relocate the vehicle. If the owner or operator chooses not to specify a tow operator, the department shall select the tow operator from the tow list. The department may call a tow operator not on the tow list if the tow operator on said list is unavailable. In the event of an emergency, a public safety officer or the department, taking into account the safety and location of the situation, may obtain towing service from any source deemed appropriate.

Section 10. Section 5-7-8 ("*Tow Trucks for Semitractor Trailer Vehicles*") of Chapter Seven ("*Motor Vehicle Tows*") of Title 5 ("*Traffic and Motor Vehicles*") of the Bensenville Village Code is hereby amended.

5-7-8: TOW TRUCKS FOR SEMITRACTOR TRAILER VEHICLES:

A separate tow list of a tow operator capable of towing semitractor trailer vehicles shall be maintained the same as, and shall be subject to the same conditions and restrictions as, the standard tow list provided for by this chapter.

Section 11. Section 5-7-9 ("*Removal from Rotation Tow List*") of Chapter Seven ("*Motor Vehicle Tows*") of Title 5 ("*Traffic and Motor Vehicles*") of the Bensenville Village Code is hereby amended.

5-7-9: REMOVAL FROM TOW LIST:

A. Removal From Tow List: The police chief or the police chief's designee may remove any tow operator temporarily or permanently from the tow list when he finds:

1. Placement on the tow list was secured by fraud or concealment of a material fact, which if known would have caused disapproval of the application;
2. The tow operator has violated any one or more of the provisions of this chapter or state statute related to towing services or operation of its business;
3. The service provided by the tow operator has been substantially inadequate, which shall include, but not be limited to, failing to be available for or not accepting calls, slow response time, excessive damage claims, repeated complaints from citizens, or unsafe or inadequate towing equipment-;
4. The tow operator is in violation of any term or condition of the written agreement described in section 5-7-3 of this chapter or said agreement has expired or has been otherwise terminated.

B. Temporary Removal: If the removal of the tow operator from the ~~rotation~~ tow list is temporary, such temporary removal shall not be for more than thirty (30) days at any one time.

C. Pending Removal: If the police chief determines the alleged offense does not constitute an immediate threat to the health, safety or welfare of the public, the police chief shall provide the tow operator with written notice at least fifteen (15) days prior to the effective date of the temporary or permanent removal by delivering said notice to the tow operator's place of business on record with the village. Said written notice shall include: 1) the effective date of the removal; 2) whether the removal is temporary or permanent; 3) the allegations which form the basis of the removal; 4) the actions, if any, the tow operator may take to prevent the removal from occurring; and 5) the procedure which the tow operator must follow to request a hearing to appeal the removal. If a hearing is requested, the village manager, or the village manager's designee, shall act as the hearing officer. The hearing shall be informal and provide both sides with the opportunity to present all evidence relevant to the removal. The hearing officer shall issue a written decision based upon a preponderance of the presented evidence within seven (7) business days of the hearing. The written decision will be sent to the tow operator's business address on record with the village, with a copy retained in the tow operator's application file at the department. The village or the tow operator may contest the decision of the hearing officer in any manner provided by law.

D. Immediate Removal: If the police chief determines that a tow operator presents an immediate threat to the health, safety or welfare of the community, or if the tow operator has not provided proof of valid insurance in the amounts required by ordinance, the police chief may, in his sole and absolute discretion, remove the tow operator from the tow list prior to any hearing. If the police chief finds just cause, he shall provide written notification to the tow operator that the tow operator is being removed from the tow list immediately. Said written notice shall be delivered to the tow operator's place of business on record with the village on the first day the removal is effective, and

shall state: 1) that the removal is effective immediately; 2) whether the removal is temporary or permanent; 3) the allegations forming the basis of the removal; and 4) the procedure which the tow operator must follow to request a hearing to appeal the removal. If a hearing is requested, the village manager, or the village manager's designee, shall act as the hearing officer. The hearing shall be informal and provide both sides with the opportunity to present all evidence relevant to the removal. The hearing officer shall issue a written decision based upon a preponderance of the presented evidence within seven (7) business days of the hearing. The written decision shall be sent to the tow operator's business address on record with the village, with a copy retained in the tow operator's application file at the department. If the decision reverses the removal, the hearing officer shall notify the department so that towing privileges may be reinstated as soon as possible. The village or the tow operator may contest the decision of the hearing officer in any manner provided by law.

E. Method of Requesting Hearing: A tow operator shall request a hearing by filing a written request for hearing with the office of the village manager within ten (10) business days of receiving a notice of removal. Upon receipt of a written request for hearing, the village manager shall afford the tow operator such hearing, which hearing shall commence at a date and time within three (3) village business days of the date of the village manager's receipt of the written request for hearing. If the tow operator is unavailable at the time provided by the village, the village shall not be bound by the three (3) village business day time period, and the removal will not be stayed. If the village is unable to provide a hearing time within the applicable time period, all action on the removal shall be stayed until the hearing.

F. In the event a tow operator is removed from the tow list for a reason other than expiration of the abovementioned written agreement with the village, the police chief in his discretion shall either select a new qualified tow operator for inclusion on the tow list from the applications previously submitted during the application period described in section 5-7-2 of this chapter or seek new applications for a qualified tow operator during a special application period. The tow list established under this subsection shall be in effect until July 31 unless sooner terminated under the provisions of this chapter.

Section 12. Section 5-7-10 ("*Fees*") of Chapter Seven ("*Motor Vehicle Tows*") of Title 5 ("*Traffic and Motor Vehicles*") of the Bensenville Village Code is hereby amended.

5-7-10: FEES:

The following schedule of maximum fees shall be in effect for all tows received off the ~~rotation~~ tow list:

Service Description	Maximum Fee
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Towing rates (hook or flatbed service):		
	Vehicle tow	\$140.00
	Extended service tow	\$100.00 per hour
	Extra man	\$65.00 per man per hour
	Light duty winching/uprighting	\$85.00 per hour (or fraction thereof)
	Medium duty winching/uprighting	\$185.00 per hour (or fraction thereof)
	Heavy duty winching/uprighting	\$225.00 per hour (or fraction thereof)
	Clean up	\$20.00
	Oil-dry	\$20.00 per bag
Storage (per calendar day upon arrival):		
	Outside	\$35.00
	Inside	\$40.00
Mileage:		
	Within village limits or to storage facility designated on application	Free
	Outside village limits	\$ 1.50 per mile
Requested window covering		\$20.00 per pane
Linkage remove and install		\$20.00
Administration fee		\$25.00

Every tow truck performing towing services pursuant to this chapter shall have a placard describing available rates and services posted in the cab of the vehicle at all times. Where special or unusual circumstances require an extraordinary amount of service or equipment, a higher fee may be charged; provided, however, that the owner or operator of the vehicle to be serviced shall be informed of the additional fee in advance of servicing the vehicle, if such person is reasonably available to be notified.

Section 13. Section 5-7-11 (*"Solicitation of Business"*) of Chapter Seven (*"Motor Vehicle Tows"*) of Title 5 (*"Traffic and Motor Vehicles"*) of the Bensenville Village Code is hereby amended.

5-7-11: SOLICITATION OF BUSINESS:

No tow operator may respond to the scene of an accident or emergency for the purpose of towing vehicles unless called there by the department or persons involved in the accident or emergency. Tow operators responding to an accident or emergency at the request of a person other than a public safety officer, must record the name and address of the person and make such information available to the department upon request. This section is intended only to prohibit the soliciting of business at the scene of accidents and emergencies, and shall not be construed to prohibit any tow operator from contracting with any person, firm or corporation; provided, that the tow operator, his agents and employees do not solicit tow contracts at the scene of accidents or emergencies.

If a tow operator is present or arrives where a tow is needed and it has not been requested by the department or the owner or operator, the public safety officer, unless acting under 625 Illinois Compiled Statutes 5/11-1431, shall advise the tow operator to leave the scene.

Section 14. Section 5-7-12 (*"Tow Truck Operation"*) of Chapter Seven (*"Motor Vehicle Tows"*) of Title 5 (*"Traffic and Motor Vehicles"*) of the Bensenville Village Code is hereby amended.

5-7-12: TOW TRUCK OPERATION:

A. Every tow operator or driver of a tow truck shall remove or cause to be removed all glass and debris deposited on any street, highway or other public right of way by the disabled vehicle being serviced, and shall, in addition, spread oil-dry upon that portion of any street, highway or other public right of way where oil or grease has been deposited by the disabled vehicle being serviced.

B. No tow operator or driver of a tow truck shall respond to a call for service while under the influence of intoxicants.

C. Towed vehicles shall be taken to such location designated by the vehicle owner, driver or agent, should such person not wish to store the vehicle at the tow operator's facility; provided, however, that vehicles towed upon the direction of the department shall be towed to such a place as designated by the public safety officer in charge at the scene.

D. Once notified of a tow, the tow operator will provide the department an approximate time it will take to arrive at the scene of the tow. If a tow operator is unable to respond to a request for service immediately, the tow operator or his employee shall advise the department that he is not available. The tow operator will be marked unavailable.

Section 15. Section 5-7-13 (“*Storage Facility*”) of Chapter Seven (“*Motor Vehicle Tows*”) of Title 5 (“*Traffic and Motor Vehicles*”) of the Bensenville Village Code is hereby amended.

5-7-13: STORAGE FACILITY:

Each tow operator shall maintain a secure storage lot of adequate size to store all towed vehicles safely. Said lot shall be enclosed by a screened fence not less than six feet (6') in height and shall have a locked gate. All storage facilities shall comply with all zoning, property maintenance, fire and other applicable codes and ordinances of the village. When instructed by the department that a vehicle in storage must be secured from tampering, the tow operator must store the vehicle so that it is not accessible to any person except upon specific approval of the tow operator or his agent. A clearance of twenty four inches (24”) must be maintained around all vehicles towed through use of the tow list.

Section 16. Section 5-7-14 (“*Tow Operator Personnel Qualifications*”) of Chapter Seven (“*Motor Vehicle Tows*”) of Title 5 (“*Traffic and Motor Vehicles*”) of the Bensenville Village Code is hereby amended.

5-7-14: TOW OPERATOR PERSONNEL QUALIFICATIONS:

No person who has been convicted under the laws of the state of Illinois or any other state of an offense which, under the laws of the state of Illinois, would constitute a felony theft of a vehicle or other felony offense under article 1, chapter 4 of the Illinois vehicle code, 625 Illinois Compiled Statutes 5/4-101 et seq., or of any offense listed in 625 Illinois Compiled Statutes 5/4-203.5, shall be approved as a tow operator to be placed on the tow list, nor shall any tow operator knowingly permit such a person to operate a vehicle on tow list calls.

Each tow operator shall furnish to the department a complete and current list of all drivers who may respond to tow list calls. No driver shall be permitted to respond to any tow list call unless his name, date of birth and driver's license number have been furnished to the department at least twenty four (24) hours in advance by the tow operator on forms provided by the department.

Section 17. Section 5-7-16 (“*Termination of Rotation Tow Procedure*”) of Chapter Seven (“*Motor Vehicle Tows*”) of Title 5 (“*Traffic and Motor Vehicles*”) of the Bensenville Village Code is hereby amended.

5-7-16: TERMINATION OF TOW PROCEDURE:

The village reserves the right to amend or terminate its tow procedure unilaterally, for any or no reason, in the sole discretion of the village, at any time, without any notice, and without recourse. Any amendment to the tow procedure will apply to all current tow operators. The termination of the tow procedure shall automatically terminate the most current tow list.

Section 18. Section 5-7-20 (*“Authorization for Towing”*) of Chapter Seven (*“Motor Vehicle Tows”*) of Title 5 (*“Traffic and Motor Vehicles”*) of the Bensenville Village Code is hereby amended.

5-7-20: AUTHORIZATION FOR TOWING:

The towing of a hazardous, unlawful and/or abandoned vehicle at the direction of the village by a tow operator from the tow list shall be authorized by the department under the circumstances herein provided. Towed vehicles shall be impounded at a storage facility provided by the tow operator which towed the vehicle until lawfully claimed or disposed of pursuant to the Illinois vehicle code, as amended, 625 Illinois Compiled Statutes.

A. Towing With Prior Notice; Abandoned Vehicles: Abandoned vehicles may be towed only after the mailing or personal delivery of prior notice and the affording of an opportunity for a hearing as provided in sections 5-7-21 and 5-7-22 of this chapter.

B. Towing Without Notice; Immediate Tows: Hazardous or unlawful vehicles may be towed without prior notice. The opportunity for a post-tow hearing shall be as provided in sections 5-7-23 and 5-7-24 of this chapter.

Section 19. Section 5-7-23 (*“Post-tow Notice for Hazardous and Unlawful Vehicles”*) of Chapter Seven (*“Motor Vehicle Tows”*) of Title 5 (*“Traffic and Motor Vehicles”*) of the Bensenville Village Code is hereby amended.

5-7-23: POST-TOW NOTICE FOR HAZARDOUS AND UNLAWFUL VEHICLES:

A. Mailing Or Delivery Of Notice: Notice pursuant to this section shall be forwarded by certified or registered mail, return receipt requested, to the address of the owner of the vehicle as indicated in the most current registration list of the secretary of state, unless the notice is personally delivered to the owner, in which case, the date and time of the delivery and the name of the officer making the delivery shall be noted in the department records or reports. In the event that the department has towed an out of state hazardous or unlawful vehicle, inquiry by computer, telephone or letter shall be made of the secretary of state or equivalent state agency of the particular jurisdiction for the furnishing of the most current registered name and address of the owner of the vehicle, and notice shall be mailed as provided herein to the address furnished. Notification shall be sent no later than ten (10) business days after the date the department impounds or authorizes the impounding of a vehicle, provided that, if the department is unable to determine the identity of the

registered owner, lienholder or other person legally entitled to ownership of the impounded vehicle within a ten (10) business day period after impoundment, then notification shall be sent no later than two (2) business days after the date the identity of the registered owner, lienholder or other person legally entitled to ownership of the impounded vehicle is determined.

B. Notice of Vehicle Release Requirements And Hearing Rights Of Towed Vehicles: Information indicating the opportunity and procedures for a hearing to contest the validity of a towed vehicle will be printed on the back of the tow release or provided with the tow release.

C. Requests For Post-tow Hearings: Requests for hearings may be made in person or by mail to the department within fifteen (15) calendar days of the mailing or personal delivery of the notification of tow, or release of the vehicle, whichever occurs first; otherwise, the right to a hearing shall be deemed waived.

D. Release of Motor Vehicles: Before the owner or other person entitled to possession of any impounded vehicle shall be permitted to remove same, that person shall furnish evidence of his identity, proof of ownership, or his right to possession, sign a receipt for the vehicle, and pay the amount owed for towing and storage fees to the tow operator unless the hearing officer finds that the vehicle should not have been towed.

E. Establishment of Towing And Storage Rates: The vehicle owner shall be responsible for and pay fees for towing and storage on department ordered tows at rates set forth in section 5-7-10 of this chapter. The tow operator must fully itemize in writing the details of billing and supply a copy of the itemized bill to the owner and to the department. The tow operator and the department shall have available a copy of the complete current rate schedule as set forth in section 5-7-10 of this chapter and any special rate policy that may apply for vehicle owners to view upon request.

Section 20. Section 5-7-25 (“*Towing Service Subject to Provisions*”) of Chapter Seven (“*Motor Vehicle Tows*”) of Title 5 (“*Traffic and Motor Vehicles*”) of the Bensenville Village Code is hereby amended.

5-7-25: TOWING SERVICE SUBJECT TO PROVISIONS:

Notwithstanding any other ordinance or statutory provision to the contrary, any ~~towing service~~ tow operator which tows on behalf of the village shall perform its services subject to the provisions of this chapter.

Section 21. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 22. The findings and recitals herein are declared to be prima facie evidence of the law of the Village and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Section 23. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 24. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this ____ day of _____ 2019, pursuant to a roll call vote, as follows:

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**April 16, 2019**DESCRIPTION:**

Resolution Authorizing Amendment No. 1 and Amendment No. 2 to the Phase II Design Engineering Services Agreement with Civiltech Engineering Inc. for the Church Road TAP Project from Grove Ave to IL-19 in the Not-to-Exceed Amount of \$19,507 for a Revised Agreement Amount of \$174,845

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

The Village applied for a Congestion Mitigation Air Quality (CMAQ) grant and was awarded Transportation Alternatives Program (TAP) funding (a new program through CMAQ) for a shared use path project in the amount of \$541,620 (80% of estimated \$677,024 project) to construct an off street bike/pedestrian path from Grove Ave to IL-19. The Village also applied for Surface Transportation Program (STP) funds for its Traffic Control Measure (TCM) grant in the amount of additional \$223,125 (75% of estimated \$297,500) for anticipated additional construction costs.

The \$223,125 also includes \$75,000 for the Resident Engineering (estimated cost of \$100,000). Although the Village has been recommended for the TCM funds, the funds aren't guaranteed because they were applied for in the FY 18-23 cycle. Other programmed projects have to be delayed or dropped off in order for the Village to receive these funds.

On February 28, 2017, the Village Board approved a Phase II Design Engineering Service Agreement with Civiltech Engineering, Inc (R-20-2017). The scope of Phase II included topographic survey, preparing plans and bid specifications, outside agency permitting and coordination, bidding assistance, Right of Way (ROW) negotiations, plat preparations, ROW appraisals and geotechnical investigation of existing conditions. The cost of the Phase II contract was \$155,338.

KEY ISSUES:

Since the approval of the original Phase II contract, Civiltech has submitted two requests for supplemental work.

Amendment No. 1, in the amount of \$9,928, included some additions and subtractions from the scope of work. Additions included the need to perform additional services related to the culvert extension required on the project. Subtractions included the reduction of parcels requiring land acquisition needs. This amendment request was originally approved administratively as it fell within the Village Manager's authority limit.

Amendment No. 2, in the amount of \$9,529, included the need to revise the plans near the submittal deadline due to issues with final land acquisition of the CVS. With the total of Amendment No. 1 and Amendment No. 2 exceeding the Village Manager's administrative limit, we bring both to the Village Board for approval.

At this time we would also like to address a scrivener's error on the original Resolution (R-20-2017) that had the amount of the contract at \$155,338 instead of the agreed upon amount of \$155,388 - a \$50 difference.

The total amount requested at this time is \$19,507 for a revised contract amount of \$174,845.

ALTERNATIVES:

Discretion of the Village Board.

RECOMMENDATION:

Staff recommends approval.

BUDGET IMPACT:

In FY 2017, a total of \$260,000.00 is budgeted for the Phase II design engineering services. Funds shall be utilized from Account Number 31080810-536513-15402.

ACTION REQUIRED:

Approval of a Resolution Authorizing Amendment No. 1 and Amendment No. 2 to the Phase II Design Engineering Services Agreement with Civiltech Engineering Inc. for the Church Road TAP Project from Grove Ave to IL-19 in the Not-to-Exceed Amount of \$19,507 for a revised Agreement amount of \$174,845

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
RES - Phase II Design Amendments 1 & 2 - Church TAP Bike Path	4/9/2019	Resolution Letter
MAP - Phase II Design - Church TAP Bike Path	2/9/2017	Backup Material
Amendment No. 1 - Request	4/9/2019	Backup Material
Amendment No. 2 - Request	4/9/2019	Backup Material

RESOLUTION NO.

**AUTHORIZING AMENDMENT NO. 1 AND AMENDMENT NO. 2 TO THE
PHASE II DESIGN ENGINEERING SERVICES AGREEMENT WITH
CIVILTECH ENGINEERING, INC. FOR THE CHURCH ROAD TAP PROJECT
IN THE NOT-TO-EXCEED AMOUNT OF \$19,507 FOR A REVISED
CONTRACT AMOUNT OF \$174,845**

WHEREAS the Village applied for a Congestion Mitigation Air Quality (CMAQ) grant and was awarded Transportation Alternatives Program (TAP) funding (a new program through CMAQ) for a shared use path project in the amount of \$541,620 (80% of estimated \$677,024 project) to construct an off street bike/pedestrian path; and

WHEREAS the limits of improvements for the project are from Grove Ave to IL-19; and

WHEREAS the Village entered into Phase II engineering service agreement with Civiltech on February 28, 2017; and

WHEREAS the Village requested additional services be performed on the project; and

WHEREAS Civiltech provided two separate Supplemental Work Requests dated October 29, 2018 and March 26, 2019; and

WHEREAS the total accumulative amount of both Supplemental Work Requests was 19,457; and

WHEREAS the initial Resolution (R-20-2017) included a scrivener's error of \$50; and

WHEREAS the total amount of the two Amendments and the scrivener's error is \$19,507 for a revised contract total of \$174,845.

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 Amendments No. 1 & 2 to the Phase II design agreement with Civiltech Engineering, Inc. in the amount of \$19,507 for a revised contract amount of \$174,845.

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 April 16, 2019.

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



NOT TO SCALE

Village of Bensenville

Location Map





Civiltech Engineering, Inc.
www.civiltechinc.com

Two Pierce Place, Suite 1400
Itasca, IL 60143
Phone: 630.773.3900
Fax: 630.773.3975

30 N LaSalle Street, Suite 2624
Chicago, IL 60602
Phone: 312.726.5910
Fax: 312.726.5911

Transportation

Civil

Construction

Environmental

Water Resources

Structural

Appraisal

October 29, 2018

Mr. Mehul Patel, P.E.
Assistant Director of Public Works
Village of Bensenville – Public Works
717 E Jefferson Street
Bensenville, IL 60106

Re: Supplement and Reallocation of Design Contract Funds
Church Road North Bike Path Improvements (Grove St to IL Route 19)
Section No. 16-00095-00-BT
Project No. IT8C(467)
Job No. C-91-174-18
Contract No. 61E96

Dear Mr. Patel:

Civiltech has identified items of work required to complete the Church Road North Bike Path contract plans that are outside the scope of the original agreement. At the same time, there have also been some items of work that are no longer anticipated to be required to complete the project. The purpose of this letter is to describe these items of work, define the costs associated with the work, and obtain the Village's approval to revise the fees associated with the project.

Item No. 1 – Bridge Condition Report

A bridge condition report was not anticipated for this project and was requested IDOT District 1. This work includes the field inspection and preparation of the report.

Item No. 2 – Type, Size, & Location Plan

A TS&L was not anticipated for this project and was requested IDOT District 1. This work includes the TS&L plan and BLR 10210 form preparation.

Item No. 3 – Structural Contract Plans, Special Provisions, and Estimates

During the detailed design, the length of the wall increased from 30' to 73' in order to reduce the fill in floodplain.

Item No. 4 – Additional DuPage County Stormwater Submittals

During the detailed DuPage County stormwater review, the Agency reclassified the project from a small site floodplain to a development in the regulatory floodway which required additional hydraulic modeling submittals in order to permit the project.

Item No. 5 – Detour Plan

A detour plan was required for southbound traffic at the railroad tracks while Metra completes their work on the west side of the road since the existing delineators could not be temporarily relocated.



Item No. 6 – Additional IDOT Submittals

Civiltech made the initial final submittal for the project on June 11, 2018 and the final final submittal on July 18, 2018. This item includes time to prepare and submit additional initial final (October 8, 2018) and final final (date TBD) submittals to IDOT as a result of the project letting being delayed two lettings as a result of land acquisition. This work includes reviewing updated IDOT standards and details that were revised for the January 2019 letting.

Direct Costs

Item No. 4 – Plat of Highways – Compass Surveying

During plat preparations, titles fees were higher than anticipated. During land acquisition negotiations, Parcel 2 required a plat revision to change the proposed right-of-way to permanent easement in order to obtain the parcel. During land acquisition appraisals, it was determined that the Metra parcel would not need any acquisition and was this deleted from the plat.

Item No. 9 – DuPage County Stormwater Permitting and Documentation

As a condition to obtain the USACE permit, the project had to be submitted to the Kane-DuPage Soil and Water Conservation District which has a review fee. Within the last two years, IDNR started requiring a fee to delegate the review to the local agency (DuPage County in this case).

Reduction in Direct Costs

Appraisals (Civiltech – David White)

The original proposal included 6 parcels however after detailed design only 4 parcels required appraisal services. A portion of this fee is not required, and can be applied to the services described previously in this memo.

Review Appraisals (T Engineering)

The original proposal included 6 parcels however after detailed design only 4 parcels required appraisal services. A portion of this fee is not required, and can be applied to the services described previously in this memo.

Negotiations (Santacruz)

The original proposal included 6 parcels however after detailed design only 4 parcel required appraisal services. A portion of this fee is not required, and can be applied to the services described previously in this memo.

Wetlands (Stuedemann Environmental Consulting)

SEC has completed their wetland work on the project. A portion of this fee is not required, and can be applied to the services described previously in this memo.

Printing, Shipping, and Mileage

We do not anticipate using the majority of the remaining direct costs as electronic submittals have been utilized. A portion of this fee is not required, and can be applied to the services described previously in this memo.



Reduction in Direct Costs			
	Original Fee	Anticipated Fee Expended	Anticipated Remaining Fee for Reallocation
Appraisals (Civiltech – David White)	\$16,800.00	\$11,214.00	\$5,586.00
Review Appraisals (T Engineering)	\$4,800.00	\$3,200.00	\$1,600.00
Negotiations (Santacruz)	\$18,400.00	\$9,960.00	\$8,440.00
Wetlands (Stuedemann Environmental Consulting)	\$6,107.00	\$6,104.00	\$3.00
Printing, Shipping, and Mileage	\$1,054.00	\$100.00	\$954.00
Total	\$47,161.00	\$30,578.00	\$16,583.00


Fee Summary:

Original Contract Amount:	\$155,388.00
Supplemental Services Fee (See Attachment):	\$26,511.00
Direct Costs Reallocation (See Table Above):	(\$16,583.00)
Sub-total:	\$9,928.00
Revised Contract Amount:	\$165,316.00

*The last invoice submitted to the Village for this project was through the 4/30/18 billing period.

We appreciate the opportunity to submit this supplement and reallocation request for resources to complete the final roadway contract plans. Because Please don't hesitate to contact me at (630)735-3382 or jvana@civiltechinc.com with any questions or if additional information is needed.

Approved by:


Evan Summers, Village Manager
11-9-2018
Date

Very truly yours,

Civiltech Engineering, Inc.



Jonathan R. Vana, P.E.
President | Director of Design Services

Village of Bensenville

Personnel & Hours										Total Hours	% of Hours	Labor Cost
Principal	Project Manager	Engineer IV	Engineer II	Design Technician	Chief Structural Engineer	Structural Engineer IV						
1	Bridge Condition Report	\$70.00	\$53.95	\$35.66	\$29.00	\$31.00	\$70.00	\$35.66				
		0	0	0	0	0	14	30	44	20.1%	\$2,049.80	
2	Type, Size & Location Plan	0	0	0	0	0	20	40	60	27.4%	\$2,826.40	
3	Structural Contract Plans, Special Provisions and Estimates	0	0	0	0	0	8	24	32	14.6%	\$1,415.84	
4	Additional DuPage County Stormwater Submittal	0	4	8	10	0	0	0	22	10.0%	\$791.08	
5	Detour Plan	0	1	2	4	0	0	0	7	3.2%	\$241.27	
6	Additional IDOT Submittals	0	4	6	40	4	0	0	54	24.7%	\$1,713.76	
	Total Cost										\$9,038.15	
	Multiplier*										\$24,131.86	
	Direct Costs and Sub Consultant Expense (See attached calculation)										\$2,379.00	
									219	100.0%	\$26,511	

10/29/2018

Church Road Bike Path and Milwaukee District West Railway Crossing
 Grove Avenue to Irving Park Road
 Village of Bensenville
 WORKHOUR ESTIMATE

Task No.	Task	Personnel & Hours						Total Hours	% of Hours
		Principal	Project Manager	Engineer IV	Engineer II	Design Technician	Chief Structural Engineer	Structural Engineer IV	
1	Bridge Condition Report								
	A. Field Inspection						6	6	12
	B. Report Preparation						8	24	32
	Sub-total Item 1	0	0	0	0	0	14	30	44
									27.3%
									72.7%
									100.0%
2	Type, Size & Location Plan								
	A. Type, Size & Location Plan Preparation						16	36	52
	B. BLR 10210 Preparation						4	4	8
	Sub-total Item 2	0	0	0	0	0	20	40	60
									86.7%
									13.3%
									100.0%
3	Structural Contract Plans, Special Provisions and Estimates								
	A. Plans								
	Additional Retaining Wall Detail Sheet (1 Additional Sheet)						8	24	32
	Sub-total Item 3	0	0	0	0	0	8	24	32
									100.0%
4	Additional DuPage County Stormwater Submittal								
	A. 1/2 Additional Submittals								
	Sub-total Item 4	0	4	8	10	0	0	0	22
									100.0%
									100.0%
5	Detour Plan								
	A. Detour Plan Sheet and Notes								
	Sub-total Item 5	0	1	2	4	0	0	0	7
									100.0%
6	Additional IDOT Submittals								
	A. Initial Final Submittal								
	B. Final Final Submittal								
	Sub-total Item 6	0	4	6	40	4	0	0	54
									50.3%
									40.7%
									100.0%
	Total Hours:	0	9	16	54	4	42	94	219
	% of Hours:	0.0%	4.1%	7.3%	24.7%	1.8%	19.2%	42.9%	100.0%

Church Road Bike Path and Milwaukee District/West Railway Crossing
Grove Avenue to Irving Park Road

Village of Bensenville

DIRECT COSTS AND SUBCONSULTANT SERVICES

DIRECT COSTS		
ITEM 4 - Plat of Highways Compass Surveying		
	Title fees	\$450.00
	Plat Revision 002	\$100.00
	Plat Revision 004	\$100.00
	Total Item 9	\$650.00
ITEM 9 - DuPage County Stormwater Permitting and Documentation		
Permitting Fees and Mitigation Credits - application/ floodplain/ wetlands/buffer/banking		
	Kane Dupage Soil Water Conservation District Permit Fee	\$2,299.00
	Kane Dupage Soil Water Conservation District Permit Refund	-\$500.00
	IDNR Application Fee	\$210.00
DuPage County Stormwater Commission Permit Fee		\$2,220.00
	Original Fee	-\$2,500.00
	Total Item 9	\$1,729.00
Total Direct Costs:		\$2,379.00



Civiltech Engineering, Inc.
www.civiltechinc.com

Two Pierce Place, Suite 1400
Itasca, IL 60143
Phone: 630.773.3900
Fax: 630.773.3975

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Chicago, IL 60602
Phone: 312.726.5910
Fax: 312.726.5911

Transportation

Civil

Construction

Environmental

Water Resources

Structural

Appraisal

March 26, 2019

Mr. Mehul Patel, P.E.
Assistant Director of Public Works
Village of Bensenville – Public Works
717 E Jefferson Street
Bensenville, IL 60106

Re: Supplement 2 for Design Contract Funds

Church Road North Bike Path Improvements (Grove St to IL Route 19)
Section No. 16-00095-00-BT
Project No. IT8C(467)
Job No. C-91-174-18
Contract No. 61E96

Dear Mr. Patel:

Civiltech has identified items of work required to complete the Church Road North Bike Path contract plans that are outside the scope of the original agreement. The purpose of this letter is to describe these items of work, define the costs associated with the work, and obtain the Village's approval to revise the fees associated with the project.

Item No. 1 – March Letting Final Plan Submittal and Coordination

ROW was not acquired in time for the January letting and the project was moved to the March letting. The PS&E were updated to reflect these changes. This item includes the hours for the required revisions.

Item No. 2 – April Letting Final Plan Submittal and Coordination

ROW was initially not acquired in time for the March letting. In order to keep the project on the April letting and at the direction of the Village, Civiltech coordinated with IDOT on a design exception that would allow for the elimination of the CVS parcel from the contract so that ROW was no longer required from the parcel. The PS&E were updated to reflect these changes. This item includes the hours for the required revisions and the updates to IDOT specifications for the April letting, as well as 3 alternate designs that were presented to the Village and IDOT for approval.

After the final plans were due, ROW was then acquired by the certification date in time for the April letting. The design was reverted back to the original design. However, IDOT required that these changes be inserted into the contract rather than issue a new PS&E so the March letting submittals could not simply be reused. The PS&E were updated to reflect these changes. This item includes the hours for the required revisions as well as additional coordination with IDOT for getting the project onto the letting.



Fee Summary:

Revised Contract Amount from Supplement 1:	\$165,316.00
Supplemental Services Fee (See Attachment):	\$9,529.00
Revised Contract Amount from Supplement 2:	\$174,845.00

We appreciate the opportunity to submit this supplement request for resources to complete the final roadway contract plans. Please don't hesitate to contact me at (630)735-3382 or jvana@civiltechinc.com with any questions or if additional information is needed.

Very truly yours,

Civiltech Engineering, Inc.

A handwritten signature in black ink, appearing to read "J.R. Vana".

Jonathan R. Vana, P.E.
President | Director of Design Services

Church Road Bike Path and Milwaukee District/West Railway Crossing
Grove Avenue to Irving Park Road

Village of Bensenville

COST ESTIMATE OF CONSULTANT SERVICES

	Personnel & Hours							Total Hours	% of Hours	Labor Cost
	Principal	Project Manager	Engineer IV	Engineer II	Design Technician	Chief Structural Engineer	Structural Engineer IV			
	\$70.00	\$53.95	\$35.66	\$29.00	\$31.00	\$70.00	\$35.66			
1 March Letting Final Plan Submittal and Coordination										
	0	2	0	4	2	0	0	8	7.7%	\$285.90
2 April Letting Final Plan Submittal and Coordination										
	0	16	6	44	30	0	0	96	92.3%	\$3,283.16
Total Cost										\$3,569.06
Multiplier*	2.67									\$9,529.39
Direct Costs and Sub Consultant Expense (See attached calculation)										\$0.00
Total Engineering Cost:								104	100.0%	\$9,529

*Multiplier
1(Direct Labor)+OH + 0.145*(1+OH)

Church Road Bike Path and Milwaukee District/West Railway Crossing
Grove Avenue to Irving Park Road

Village of Bensenville

WORKHOUR ESTIMATE

		Personnel & Hours							Total Hours	% of Hours
		Principal	Project Manager	Engineer IV	Engineer II	Design Technician	Chief Structural Engineer	Structural Engineer IV		
Task No.	Task									
1	March Letting Final Plan Submittal and Coordination									
			2		4	2			8	100.0%
Sub-total Item 2		0	2	0	4	2	0	0	8	100.0%
2	April Letting Final Plan Submittal and Coordination									
	A. Submittal without CVS parcel		10	4	40	20			74	77.1%
	B. Submittal with CVS parcel		6	2	4	10			22	22.9%
Sub-total Item 3		0	16	6	44	30	0	0	96	100.0%
Total Hours:		0	18	6	48	32	0	0	104	
% of Hours:		0.0%	17.3%	5.8%	46.2%	30.8%	0.0%	0.0%	100.0%	

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**April 16, 2019**DESCRIPTION:**

Resolution Authorizing the Execution of a Contract with Schroeder Asphalt Services, Inc of Huntley, IL for the 2019 MFT HMA Pavement Program – General Maintenance in the Not-to-Exceed Amount of \$332,355.58

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

The 2019 MFT HMA Pavement Program – General Maintenance is a new initiative for the Village in 2019. The general idea of this program is to utilize Motor Fuel Tax (MFT) funds to resurface those streets throughout the Village that falls within the Pavement Condition Index scores of 40-64 for residential and commercial streets. At this time, we are not focusing on industrial streets as staff feel with the amount of heavy truck traffic that we receive, industrial streets are better suited with concrete pavement.

The proposed rehabilitation for streets with PCI scores in the range and Mill & Overlay with spot C&G repairs. We believe application of the correct preventative maintenance at the right time can help prolong the lives of the pavement. This strategy would help us save costs in the long run. If we don't resurface these streets now, there is very good chance of these streets falling into the next lower category which is full depth resurfacing and eventually reconstruction. As part of this project, the Village will also perform surface patches that were previously performed under the pavement patching program.

The focus of 2019 program will be on Grove Ave (IL-83 to Church Rd) and West Foster Ave (village limits to IL-83). These streets will receive a 2-inch mill and overlay. There will be numerous other streets that will received the 2-inch HMA surface patches.

KEY ISSUES:

The 2019 MFT HMA Pavement Program – General Maintenance was advertised on March 21st with a bid opening on April 8, 2019. The project was also advertised on the IDOT Local Roads bulletin on March 21 and March 28. Out of the twelve (12) bidders that picked up the plans, nine (9) submitted a bid. Below are the results of the recent bid opening.

COMPANY	BID RESULTS	Rank
Schroeder Asphalt Services, Huntley, IL	\$332,355.58	1
Brothers Asphalt Paving, Addison, IL	\$336,551.17	2
Johnson Paving, Arlington Heights, IL	\$353,974.93	3
Chicagoland Paving Contractors, Lake Zurich, IL	\$370,000.00	4
R.W. Duntelman Co., Addison, IL	\$372,280.73	5
Builders Paving LLC, Hillside, IL	\$372,888.96	6
K-Five Construction, Westmont, IL	\$422,222.22	7
A Lamp Concrete Contractors, Schaumburg, IL	\$485,851.18	8
LaRusso Cement Contractors, West Chicago, IL	\$517,047.48	9
Engineer's Estimate	\$347,871.00	N/A

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the 2019 MFT HMA Pavement Program – General Maintenance contract with Schroeder Asphalt Services, Inc as the lowest responsible bidder.

BUDGET IMPACT:

Funds have been allocated in FY19 (\$50,000.00) for pavement patching and (\$300,000) for resurfacing program.
Account Number 21050820-593000

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Contract with Schroeder Asphalt Services, Inc of Huntley, IL for the 2019 MFT HMA Pavement Program – General Maintenance in the not-to-exceed amount of \$332,355.58.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution - 2019 MFTGM	4/10/2019	Resolution Letter
Location Map	4/10/2019	Backup Material
bid tab	4/10/2019	Backup Material

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT
WITH SCHROEDER ASPHALT SERVICES INC. OF HUNTLEY, IL FOR THE
2019 MFT HMA PAVEMENT PROGRAM-GENERAL MAINTENANCE IN THE
AMOUNT \$332,355.58**

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

WHEREAS keeping the same goal in mind, the Village has initiated a new resurfacing program in the year 2019 to combine with the pavement patching program, and

WHEREAS the Village advertised for the 2019 MFT HMA Pavement Program – General Maintenance of March 21 as well March 28 in the IDOT local bulletin, and

WHEREAS out of the twelve (12) plan holders only nine (9) submitted a bid for the project; and

WHEREAS Schroeder Asphalt Services, Inc of Huntley, IL submitted the lowest responsible bid in the amount of \$332,355.58 on April 8, 2019; and

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing the execution of a contract with Schroeder Asphalt Services, Inc for the 2019 MFT HMA Pavement Program – General Maintenance in the amount of \$332,355.58

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, this 16th day of April 2019.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

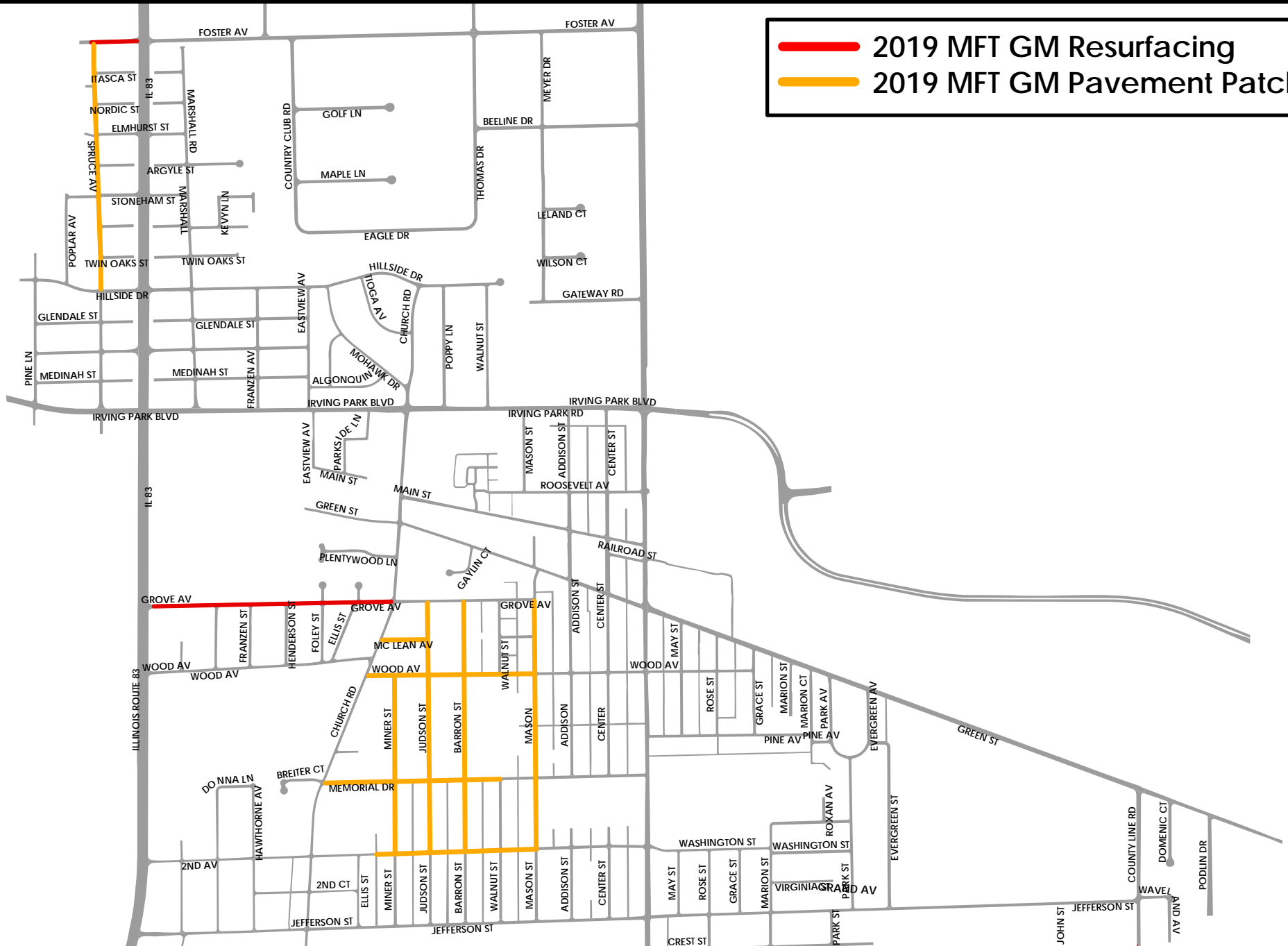


Village of Bensenville

2019 Capital Projects- MFT GM Pavement



-  2019 MFT GM Resurfacing
-  2019 MFT GM Pavement Patching



BID TABULATION

2019 MFT HMA Pavement General Maintainence

Date: April 8, 2019 Time: 11:00 AM Location: Board Room				Engineer's Estimate	K-Five Construction Westmont, IL		Brothers Asphalt Paving Addison, IL		LaRusso Cement Contractors West Chicago, IL		Johnson Paving Arlington Heights, IL		Chicagoland Paving Contractors Lake Zurich, IL		R.W. Duntemann Co. Addison, IL		Builders Paving LLC Hillside, IL		Schroeder Asphalt Services Huntley, IL		A Lamp Concrete Contractors Schaumburg, IL	
No.	Item	Units	Quantity	Unit Price	Total																	
21101610	TOPSOIL FURNISH & PLACE, 4-INCH	SY	100.00	\$ 20.00	\$ 2,000.00	\$ 25.75	\$ 2,575.00	\$ 21.40	\$ 2,140.00	\$ 20.00	\$ 2,000.00	\$ 7.50	\$ 750.00	\$ 10.00	\$ 1,000.00	\$ 8.15	\$ 815.00	\$ 16.00	\$ 1,600.00	\$ 6.00	\$ 600.00	
25000210	SEEDING, CLASS 2A	ACRE	0.10	\$ 15,000.00	\$ 1,500.00	\$ 3,605.00	\$ 360.50	\$ 15,900.00	\$ 1,590.00	\$ 300.00	\$ 30.00	\$ 10,000.00	\$ 1,000.00	\$ 10,000.00	\$ 1,000.00	\$ 10,000.00	\$ 1,000.00	\$ 10,000.00	\$ 1,000.00	\$ 20,000.00	\$ 2,000.00	
40600100	BITUMINOUS MATERIALS (PRIME COAT)	LBS	13,468.00	\$ 0.01	\$ 134.68	\$ 0.10	\$ 1,346.80	\$ 0.67	\$ 9,023.56	\$ 0.01	\$ 134.68	\$ 0.01	\$ 134.68	\$ 0.01	\$ 134.68	\$ 0.01	\$ 134.68	\$ 0.01	\$ 134.68	\$ 0.01	\$ 134.68	
40600300	AGGREGATE (PRIME COAT)	TON	35.00	\$ 0.01	\$ 0.35	\$ 30.00	\$ 1,050.00	\$ 40.60	\$ 1,421.00	\$ 1.00	\$ 35.00	\$ 0.01	\$ 0.35	\$ 1.00	\$ 35.00	\$ 1.00	\$ 35.00	\$ 1.00	\$ 35.00	\$ 10.00	\$ 350.00	
40600300	MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS	TON	5.00	\$ 150.00	\$ 750.00	\$ 300.00	\$ 1,500.00	\$ 487.20	\$ 2,436.00	\$ 10.00	\$ 50.00	\$ 300.00	\$ 1,500.00	\$ 525.00	\$ 2,625.00	\$ 355.00	\$ 1,775.00	\$ 125.00	\$ 625.00	\$ 150.00	\$ 750.00	
40600982	HOT-MIX ASPHALT SURFACE REMOVAL, BUTT-JOINT	SY	480.00	\$ 0.01	\$ 4.80	\$ 3.00	\$ 1,440.00	\$ 11.19	\$ 5,371.20	\$ 10.00	\$ 4,800.00	\$ 5.00	\$ 2,400.00	\$ 12.00	\$ 5,760.00	\$ 18.00	\$ 8,640.00	\$ 6.00	\$ 2,880.00	\$ 10.00	\$ 4,800.00	
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50, 2 INCH	TON	1,720.00	\$ 69.00	\$ 118,680.00	\$ 72.90	\$ 125,388.00	\$ 107.39	\$ 184,710.80	\$ 72.65	\$ 124,958.00	\$ 85.00	\$ 146,200.00	\$ 73.00	\$ 125,560.00	\$ 69.00	\$ 118,680.00	\$ 74.50	\$ 128,140.00	\$ 93.00	\$ 159,960.00	
42400200	PCC SIDEWALK, 5-INCH	SF	1,300.00	\$ 6.50	\$ 8,450.00	\$ 6.69	\$ 8,697.00	\$ 8.82	\$ 11,466.00	\$ 6.50	\$ 8,450.00	\$ 6.90	\$ 8,970.00	\$ 7.00	\$ 9,100.00	\$ 6.50	\$ 8,450.00	\$ 6.50	\$ 8,450.00	\$ 6.50	\$ 8,450.00	
42400800	DETECTABLE WARNINGS	SF	130.00	\$ 40.00	\$ 5,200.00	\$ 41.20	\$ 5,356.00	\$ 23.20	\$ 3,016.00	\$ 40.00	\$ 5,200.00	\$ 42.50	\$ 5,525.00	\$ 40.00	\$ 5,200.00	\$ 40.00	\$ 5,200.00	\$ 40.00	\$ 5,200.00	\$ 30.00	\$ 3,900.00	
44000156	HOT-MIX ASPHALT SURFACE REMOVAL, 1-3/4 INCH	SY	11,840.00	\$ 1.79	\$ 21,193.60	\$ 1.75	\$ 20,720.00	\$ 5.89	\$ 69,737.60	\$ 2.00	\$ 23,680.00	\$ 1.60	\$ 18,944.00	\$ 2.00	\$ 23,680.00	\$ 1.55	\$ 18,352.00	\$ 1.45	\$ 17,168.00	\$ 2.00	\$ 23,680.00	
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2 INCH	SY	3,125.00	\$ 1.80	\$ 5,625.00	\$ 6.00	\$ 18,750.00	\$ 6.22	\$ 19,437.50	\$ 2.20	\$ 6,875.00	\$ 2.00	\$ 6,250.00	\$ 2.25	\$ 7,031.25	\$ 2.50	\$ 7,812.50	\$ 1.65	\$ 5,156.25	\$ 7.00	\$ 21,875.00	
44000500	COMBINATION CONCRETE C&G REMOVAL	LF	723.00	\$ 6.25	\$ 4,518.75	\$ 6.43	\$ 4,648.89	\$ 2.10	\$ 1,518.30	\$ 6.25	\$ 4,518.75	\$ 5.00	\$ 3,615.00	\$ 7.75	\$ 5,603.25	\$ 6.25	\$ 4,518.75	\$ 6.25	\$ 4,518.75	\$ 7.00	\$ 5,061.00	
44000600	SIDEWALK REMOVAL	SF	1,300.00	\$ 1.50	\$ 1,950.00	\$ 1.53	\$ 2,002.00	\$ 1.53	\$ 1,989.00	\$ 1.50	\$ 1,950.00	\$ 1.00	\$ 1,300.00	\$ 2.50	\$ 3,250.00	\$ 1.50	\$ 1,950.00	\$ 1.50	\$ 1,950.00	\$ 1.50	\$ 1,950.00	
44201729	CL D PATCH T1 7	SQ YD	75.00	\$ 75.00	\$ 5,625.00	\$ 40.00	\$ 3,000.00	\$ 97.44	\$ 7,308.00	\$ 57.00	\$ 4,275.00	\$ 50.00	\$ 3,750.00	\$ 80.00	\$ 6,000.00	\$ 72.00	\$ 5,400.00	\$ 52.00	\$ 3,900.00	\$ 80.00	\$ 6,000.00	
44201731	CL D PATCH T2 7	SQ YD	186.00	\$ 70.00	\$ 13,020.00	\$ 40.00	\$ 7,440.00	\$ 97.44	\$ 18,123.84	\$ 54.00	\$ 10,044.00	\$ 50.00	\$ 9,300.00	\$ 40.00	\$ 7,440.00	\$ 66.00	\$ 12,276.00	\$ 50.00	\$ 9,300.00	\$ 65.00	\$ 12,090.00	
44201733	CL D PATCH T3 7	SQ YD	112.00	\$ 70.00	\$ 7,840.00	\$ 40.00	\$ 4,480.00	\$ 97.44	\$ 10,913.28	\$ 53.00	\$ 5,936.00	\$ 50.00	\$ 5,600.00	\$ 35.00	\$ 3,920.00	\$ 61.50	\$ 6,888.00	\$ 50.00	\$ 5,600.00	\$ 60.00	\$ 6,720.00	
44201749	CL D PATCH T1 9	SQ YD	200.00	\$ 125.00	\$ 25,000.00	\$ 45.00	\$ 9,000.00	\$ 97.44	\$ 19,488.00	\$ 71.00	\$ 14,200.00	\$ 65.00	\$ 13,000.00	\$ 90.00	\$ 18,000.00	\$ 91.00	\$ 18,200.00	\$ 72.00	\$ 14,400.00	\$ 65.00	\$ 13,000.00	
44201753	CL D PATCH T2 9	SQ YD	500.00	\$ 120.00	\$ 60,000.00	\$ 45.00	\$ 22,500.00	\$ 97.44	\$ 48,720.00	\$ 68.70	\$ 34,350.00	\$ 65.00	\$ 32,500.00	\$ 50.00	\$ 25,000.00	\$ 81.00	\$ 40,500.00	\$ 70.00	\$ 35,000.00	\$ 70.00	\$ 35,000.00	
44201757	CL D PATCH T3 9	SQ YD	300.00	\$ 120.00	\$ 36,000.00	\$ 45.00	\$ 13,500.00	\$ 97.44	\$ 29,232.00	\$ 67.60	\$ 20,280.00	\$ 65.00	\$ 19,500.00	\$ 45.00	\$ 13,500.00	\$ 74.50	\$ 22,350.00	\$ 69.00	\$ 20,700.00	\$ 75.00	\$ 22,500.00	
60300105	FRAMES & GRATES TO BE ADJUSTED	EACH	35.00	\$ 585.00	\$ 20,475.00	\$ 602.55	\$ 21,089.25	\$ 243.60	\$ 8,526.00	\$ 486.00	\$ 17,010.00	\$ 625.00	\$ 21,875.00	\$ 550.00	\$ 19,250.00	\$ 585.00	\$ 20,475.00	\$ 515.00	\$ 18,025.00	\$ 325.00	\$ 11,375.00	
60600605	CONCRETE CURB, TY B	LF	100.00	\$ 30.00	\$ 3,000.00	\$ 30.90	\$ 3,090.00	\$ 34.80	\$ 3,480.00	\$ 30.00	\$ 3,000.00	\$ 31.85	\$ 3,185.00	\$ 24.00	\$ 2,400.00	\$ 31.00	\$ 3,100.00	\$ 30.00	\$ 3,000.00	\$ 450.00	\$ 45,000.00	
60603800	CONCRETE COMBINATION CURB, TY B6.12	LF	220.00	\$ 26.00	\$ 5,720.00	\$ 28.14	\$ 6,190.80	\$ 24.59	\$ 5,409.80	\$ 26.00	\$ 5,720.00	\$ 27.60	\$ 6,072.00	\$ 27.00	\$ 5,940.00	\$ 27.00	\$ 5,940.00	\$ 26.00	\$ 5,720.00	\$ 25.00	\$ 5,500.00	
60604400	CONCRETE COMBINATION CURB, TY B6.18	LF	723.00	\$ 28.00	\$ 20,244.00	\$ 28.84	\$ 20,851.32	\$ 25.52	\$ 18,450.96	\$ 28.00	\$ 20,244.00	\$ 29.75	\$ 21,509.25	\$ 29.00	\$ 20,967.00	\$ 29.00	\$ 20,967.00	\$ 28.00	\$ 20,244.00	\$ 29.00	\$ 20,967.00	
67100100	MOBILIZATION	LUMP SUM	1.00	\$ 27,500.00	\$ 27,500.00	\$ 13,000.00	\$ 13,000.00	\$ 13,920.00	\$ 13,920.00	\$ 17,028.00	\$ 17,028.00	\$ 21,798.97	\$ 21,798.97	\$ 30,000.00	\$ 30,000.00	\$ 21,829.03	\$ 21,829.03	\$ 7,000.00	\$ 7,000.00	\$ 28,000.00	\$ 28,000.00	
70102620	TRAFFIC CONTROL AND PROTECTION, 701501	LUMP SUM	1.00	\$ 14,869.54	\$ 14,869.54	\$ 2,625.00	\$ 2,625.00	\$ 3,180.00	\$ 3,180.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 12,000.00	\$ 12,000.00	\$ 4,854.00	\$ 4,854.00	\$ 1.00	\$ 1.00	\$ 25,500.00	\$ 25,500.00	
70100700	TRAFFIC CONTROL AND PROTECTION, 701801	LUMP SUM	1.00	\$ 250.00	\$ 250.00	\$ 2,625.00	\$ 2,625.00	\$ 1,060.00	\$ 1,060.00	\$ 2,500.00	\$ 2,500.00	\$ 100.00	\$ 100.00	\$ 2,500.00	\$ 2,500.00	\$ 255.00	\$ 255.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	
78000100	THERMOPLASTIC PAVEMENT MARKING LINE, L&S	SF	440.00	\$ 4.00	\$ 1,760.00	\$ 4.12	\$ 1,812.80	\$ 5.30	\$ 2,332.00	\$ 5.00	\$ 2,200.00	\$ 5.55	\$ 2,442.00	\$ 4.25	\$ 1,870.00	\$ 3.25	\$ 1,430.00	\$ 5.25	\$ 2,310.00	\$ 6.00	\$ 2,640.00	
78000200	THERMOPLASTIC PAVEMENT MARKING LINE, 4-IN YELLOW or WHITE	LF	7,495.00	\$ 0.60	\$ 4,497.00	\$ 0.53	\$ 4,571.95	\$ 0.53	\$ 3,972.35	\$ 0.65	\$ 4,871.75	\$ 0.75	\$ 5,621.25	\$ 0.70	\$ 5,246.50	\$ 0.40	\$ 2,998.00	\$ 0.70	\$ 5,246.50	\$ 1.10	\$ 8,244.50	
78000400	THERMOPLASTIC PAVEMENT MARKING LINE, 6-IN WHITE	LF	900.00	\$ 0.70	\$ 630.00	\$ 0.72	\$ 648.00	\$ 1.06	\$ 954.00	\$ 1.05	\$ 945.00	\$ 1.20	\$ 1,080.00	\$ 1.12	\$ 1,008.00	\$ 2.12	\$ 1,908.00	\$ 1.12	\$ 1,008.00	\$ 2.00	\$ 1,800.00	
78000600	THERMOPLASTIC PAVEMENT MARKING LINE, 12-IN YELLOW	LF	135.00	\$ 1.50	\$ 202.50	\$ 1.54	\$ 207.90	\$ 5.30	\$ 715.50	\$ 2.25	\$ 303.75	\$ 2.50	\$ 337.50	\$ 2.23	\$ 301.05	\$ 3.00	\$ 405.00	\$ 2.40	\$ 324.00	\$ 3.00	\$ 405.00	
78000650	THERMOPLASTIC PAVEMENT MARKING LINE, 24-IN WHITE	LF	108.00	\$ 4.00	\$ 432.00	\$ 4.12	\$ 444.96	\$ 10.60	\$ 1,144.80	\$ 4.50	\$ 486.00	\$ 5.00	\$ 540.00	\$ 4.25	\$ 459.00	\$ 3.25	\$ 351.00	\$ 4.80	\$ 518.40	\$ 6.00	\$ 648.00	
88600600	DETECTOR LOOP REPLACEMENT	LF	30.00	\$ 55.00	\$ 1,650.00	\$ 56.75	\$ 1,702.50	\$ 95.40	\$ 2,862.00	\$ 55.00	\$ 1,650.00	\$ 65.00	\$ 1,950.00	\$ 50.00	\$ 1,500.00	\$ 55.00	\$ 1,650.00	\$ 60.00	\$ 1,800.00	\$ 65.00	\$ 1,950.00	
X0327890	DRIVEWAY REMOVAL AND REPLACEMENT	SY	50.00	\$ 70.00	\$ 3,500.00	\$ 78.78	\$ 3,939.00	\$ 58.00	\$ 2,900.00	\$ 75.00	\$ 3,750.00	\$ 35.00	\$ 1,750.00	\$ 100.00	\$ 5,000.00	\$ 75.00	\$ 3,750.00	\$ 28.00	\$ 1,400.00	\$ 100.00	\$ 5,000.00	
Total					\$ 422,222.22		\$ 336,551.17		\$ 517,047.48		\$ 353,974.93		\$ 370,000.00		\$ 372,280.73		\$ 372,888.96		\$ 332,355.58		\$ 485,851.18	
Total as read at Bid Opening:				\$	422,222.22	\$	336,551.17	\$	517,047.48	\$	353,974.93	\$	370,000.00	\$	372,280.73	\$	372,888.96	\$	332,355.58	\$	485,851.18	

TYPE:Resolution**SUBMITTED BY:**Todd Finner**DEPARTMENT:**Recreation**DATE:**April 16, 2019**DESCRIPTION:**

Resolution to Approve Contract Amendment No. 2 to the Agreement Between the Village of Bensenville and Wight Construction Services, Inc.

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 checked="" type="checkbox"/>	<i>Quality Customer Oriented Services</i>	<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input checked="" type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input checked="" type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

N/A

DATE:**BACKGROUND:**

Contract Amendment No. 1 appeared before the Committee of the Whole on February 19th and was approved at the February 26, 2019 Village Board meeting. Contract Amendment No. 1 identifies and establishes the following terms:

1. The East Floor is defective.
2. That the Village notified Wight within the required one-year warranty period from substantial completion.
3. The floor shall be repaired at the conclusion of the 2018-19 rental season at the sole cost of Wight to comply with the provisions of the Agreement.
4. The Village has 30 days following completion of the of accept or reject the repairs.
5. Wight shall submit a performance bond for an amount that is acceptable to the Village to cover the repair of the East Rink concrete floor.
6. The Village shall pay Wight the remaining balance on the agreement of \$130,795.72.

Contract Amendment No. 2 establishes a defined performance bond amount of \$130,795.72 and increased the warranty period from one year to two years after the date of acceptance by the Village of repairs to the concrete floor.

The amendment has been reviewed and approved by the Village attorney.

KEY ISSUES:

Village staff will not recommend final payment to Wight unless Wight provides a performance bond for the amount of \$130,795.72 and increases the warranty period from one year to two years after the date of acceptance of repairs.

ALTERNATIVES:

- Do not approve the amendment.
- Discretion of the Village Board.

RECOMMENDATION:

Staff recommends approval of the contract amendment.

BUDGET IMPACT:

This contract Amendment No. 2 does not impact the budget however it does extend the warranty period of the Village asset.

ACTION REQUIRED:

Approval of the Resolution to Approve a Amendment No. 2 Agreement Between the Village of Bensenville and

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	4/9/2019	Resolution Letter
Amendment No. 2	4/10/2019	Exhibit
Amendment	2/5/2019	Backup Material
Letter from Wight - 12/19/2018	2/5/2019	Backup Material
Acknowledgement of Defect - 10/24/2017	2/5/2019	Backup Material

RESOLUTION NO.

**A RESOLUTION TO APPROVE CONTRACT AMENDMENT NO. 2 TO THE
STANDARD FORM OF AGREEMENT BETWEEN THE VILLAGE OF BENSENVILLE
AND WIGHT CONSTRUCTION SERVICES, INC.**

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

WHEREAS, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the VILLAGE retained Wight Construction Services, Inc. to provide total Design Build services and all labor, material and equipment associated with the Jefferson Street Ice Arena Floor Replacement Project; and

WHEREAS, due to the existence of material defects in the construction of the Jefferson East Arena floor, Contract Amendment No. 2 to the Standard Form of Agreement Between the Village of Bensenville and Wight Construction Services, Inc. has been established, and

WHEREAS, Contract Amendment No. 2 to the Standard Form of Agreement Between the Village of Bensenville and Wight Construction Services, Inc. provides additional definition of the responsibilities of each party and is (hereinafter the “AMENDMENT NO. 2”) attached hereto and incorporated by reference herein as Exhibit “A”; and

WHEREAS, President and Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AMENDMENT NO. 2 with Wight Construction Services, Inc.

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

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

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, a purchase order for the Proposal attached hereto and incorporated herein by reference as Exhibit A.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 16th day of April, 2019.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

AMENDMENT NO. 2 TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

OWNER: Village of Bensenville
DESIGN-BUILDER: Wight Construction Services, Inc.
COLLECTIVELY: Parties
PROJECT: Village of Bensenville Edge Ice Rink

1. This Amendment to the Standard Form Agreement Between Owner and Design-Builder which was originally executed on February 13, 2017 ("Agreement"), is agreed to and executed pursuant to Section 1.2 of the Agreement.
2. Section 2.5.1 of the Agreement provides that the Design-Builder will correct all work performed under the Agreement that proves to be defective in material or workmanship within a period of one year from the date of Substantial Completion.
 - a. Design-Builder acknowledges that, prior to the date of the one-year anniversary of Substantial Completion of the work performed under the Agreement, Owner notified Design-Builder, pursuant to Section 3.3 of the Agreement, of a crack in the concrete floor of the East Rink at the Edge Ice Arena ("East Rink").
 - b. Design-Builder has confirmed that there is a crack in, and subsequently discovered settling of, the concrete floor of the East Rink. *See Attachment A, 12/19/18 Letter from Wight Construction.*
 - c. The Parties agree that the crack in, and settling of, the concrete floor of the East Rink is not such that the Owner should cancel the East Rink's 2018-2019 rental season.
 - d. The Parties agree that upon completion of the East Rink's 2018-2019 rental season, the ice shall be removed and the concrete floor of the East Rink shall be repaired, at Design-Builder's sole cost, so that it complies with the provisions of the Agreement.
 - e. Following completion of the repairs to the concrete floor of the East Rink, the Owner shall have 30 days to accept or reject the repairs in writing. Failure to submit acceptance or rejection in writing within 30 days shall be considered acceptance of the repairs.
 - f. In the event the Owner rejects the repairs, and the Parties cannot resolve the issues causing the rejection, Article 16 of the Agreement shall apply.
 - g. Design-Builder agrees to extend the warranty for the concrete floor of the East Rink for two years after the date on which the Owner has accepted in writing the repairs to the East Rink concrete floor.
3. Owner currently owes Design-Builder \$130,795.72 under the Agreement.
 - a. If Design-Builder has not done so already, it shall submit to Owner all documentation required for a Final Payment under Section 13.6 of the Agreement within 30 days of the date of this Amendment.

AMENDMENT NO. 2 TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

- b. Design-Builder shall submit a performance bond for the amount of \$130,795.72 and issued by a surety company, acceptable to the Owner that covers the repair of the concrete floor of the East Rink.
- c. Within 30 days of receiving the performance bond, the Owner shall issue a check to Design-Builder in the amount of \$130,795.72 as full payment of any and all amounts due under the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and delivered this 16th day of April, 2019.

OWNER:

By: _____

Its: _____

Date: _____

DESIGN-BUILDER

By:  _____

Its: Sr. Vice President _____

Date: 4.10.19 _____

AMENDMENT TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

OWNER: Village of Bensenville
DESIGN-BUILDER: Wight Construction Services, Inc.
COLLECTIVELY: Parties
PROJECT: Village of Bensenville Edge Ice Rink

1. This Amendment to the Standard Form Agreement Between Owner and Design-Builder which was originally executed on February 13, 2017 ("Agreement"), is agreed to and executed pursuant to Section 1.2 of the Agreement.
2. Section 2.5.1 of the Agreement provides that the Design-Builder will correct all work performed under the Agreement that proves to be defective in material or workmanship within a period of one year from the date of Substantial Completion.
 - a. Design-Builder acknowledges that, prior to the date of the one-year anniversary of Substantial Completion of the work performed under the Agreement, Owner notified Design-Builder, pursuant to Section 3.3 of the Agreement, of a crack in the concrete floor of the East Rink at the Edge Ice Arena ("East Rink").
 - b. Design-Builder has confirmed that there is a crack in, and subsequently discovered settling of, the concrete floor of the East Rink. *See Attachment A, 12/19/18 Letter from Wight Construction.*
 - c. The Parties agree that the crack in, and settling of, the concrete floor of the East Rink is not such that the Owner should cancel the East Rink's 2018-2019 rental season.
 - d. The Parties agree that upon completion of the East Rink's 2018-2019 rental season, the ice shall be removed and the concrete floor of the East Rink shall be repaired, at Design-Builder's sole cost, so that it complies with the provisions of the Agreement.
 - e. Following completion of the repairs to the concrete floor of the East Rink, the Owner shall have 30 days to accept or reject the repairs in writing. Failure to submit acceptance or rejection in writing within 30 days shall be considered acceptance of the repairs.
 - f. In the event the Owner rejects the repairs, and the Parties cannot resolve the issues causing the rejection, Article 16 of the Agreement shall apply.
 - g. Design-Builder agrees to extend the warranty for the concrete floor of the East Rink for one year after the date on which the Owner has accepted in writing the repairs to the East Rink concrete floor.
3. Owner currently owes Design-Builder \$130,795.72 under the Agreement.
 - a. If Design-Builder has not done so already, it shall submit to Owner all documentation required for a Final Payment under Section 13.6 of the Agreement within 30 days of the date of this Amendment.

AMENDMENT TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

- b. Design-Builder shall submit a performance bond, in a form, and issued by a surety company, acceptable to the Owner that covers the repair of the concrete floor of the East Rink.
- c. Within 30 days of receiving the performance bond, the Owner shall issue a check to Design-Builder in the amount of \$130,795.72 as full payment of any and all amounts due under the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and delivered this 26th day of February, 2019.

OWNER:

By: _____

Its: _____

Date: _____

DESIGN-BUILDER

By:  _____

Its: Sr. Vice President _____

Date: 2.5.19 _____

December 19, 2018



Wight Construction

wightco.com

.....
2500 North Frontage Road

Darien, IL 60561

.....
P 630.969.7000

F 630.737.0518

Todd Finner
Village of Bensenville, Director of Recreation
735 East Jefferson Street
Bensenville, IL 60106

Dear Todd,

As discussed at our meeting on December 18th, we have been notified by the Village that there is a crack and possible low area in the concrete slab in the east rink. We want you to be assured, that when the ice sheet is taken down, we will be on site to perform an investigation into the cause and to provide a solution to correct any issues as required. We also understand that there maybe an issue with icing over of the cooling tower at the Jefferson facility and we have directed Cimco to contact your staff in order to gain an understanding of the situation and to make the adjustments necessary to correct the problem. They will not be paid in full by Wight until this comes to a satisfactory conclusion.

These items are both covered under our contractual warranty and will be addressed to your satisfaction. Wight greatly values the relationship we have with the Village and we will continue provide you with excellent service.

If you require any further information regarding this matter please don't hesitate to let me know.

Sincerely,

A stylized, cursive signature of Craig Polte in black ink.

Craig Polte
Director of Athletic Facilities



12 S. Center St.
Bensenville, IL 60106

Office: 630.766.8200
Fax: 630.594-1105

www.bensenville.il.us

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

October 24, 2017

Wight Construction, Incorporated
Attn: Raymond F. Prokop and
Craig Polte, Project Manager
2500 North Frontage Road
Darien, Illinois 60561

Re: Notice of Defect in Work or Nonconformance with Specifications and
Acknowledgement of Warranty Regarding Same

Dear Mr. Prokop and Mr. Polte:

This letter shall serve as written notice of the matter herein contained to Wight Construction Services by the Village of Bensenville in accordance with Section 3.3 of Article 3 of the Standard Form of Agreement between Owner (the "Village of Bensenville") and Design-Builder (the "Wight Construction Services, Incorporated"), dated February 13, 2017. The Owner and Design-Builder shall collectively be known as the "Parties."

This letter shall notify the Design-Builder of the current size, location and extent of the East Rink floor crack in the concrete slab (the "Concrete Floor Crack"), which is described and depicted in the attached pictures herein collectively identified as Exhibit A, copies of which are attached hereto and made a part hereof.

This letter shall further serve to document acknowledgement of the Concrete Floor Crack and the representation by the Design-Builder that the Concrete Floor Crack is not of such substantial defect to require immediate repair or the postponement of the placement of ice over the Concrete Floor Crack. This letter shall further serve to covenant and warrant the specific representation by the Design-Builder that the Concrete Floor Crack is covered by the warranties contemplated in Section 2.5.1 of Article 2 of the Agreement, as well as any other defect or damage stemming from the Concrete Floor Crack within a period of one year from the date of Substantial Completion.

(Intentionally Left Blank)



12 S. Center St.
Bensenville, IL 60106

Office: 630.766.8200
Fax: 630.594-1105

www.bensenville.il.us

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

This Notice, Acknowledgement and Agreement between the Parties is hereby entered into this 24th day of October 2017.

Owner,

Village of Bensenville

A handwritten signature in blue ink that reads 'Todd Finner'.

Owner's Designated Representative

Design-Builder,

Wight Construction Services, Incorporated

A handwritten signature in blue ink, appearing to read 'Craig Polte'.

Craig Polte

Design-Builder, Project Manager

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

Exhibit A

Concrete Floor Crack Pictures



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

The crack runs in an east-west direction and is located in the vicinity of the north door of the northerly players bench.



VILLAGE BOARD

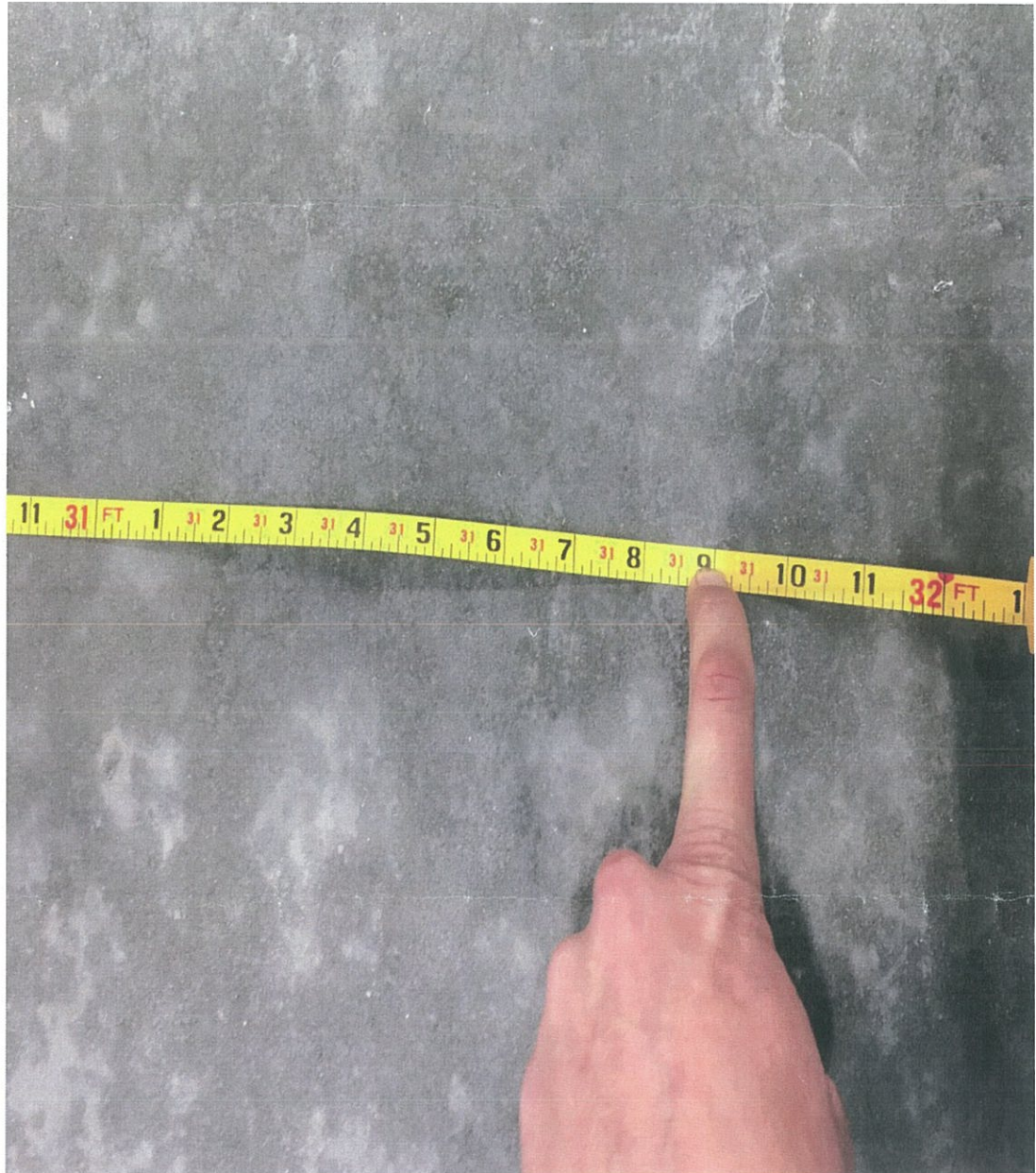
President
Frank DeSimone

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

Total length (as the crow flies) of the crack is 31 feet 9 inches.



TYPE:Proclamation**SUBMITTED BY:**Jovana Dacic / Joe Caracci**DEPARTMENT:**Public Works**DATE:**April 16, 2019**DESCRIPTION:**Proclamation Declaring April 26, 2019 Arbor Day in the Village of Bensenville**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

Each year the Village participates in Arbor Day activities. This year the Village will hold a ceremony celebrating the Arbor Day on Friday, April 26, 2019 at Huffman Park (near CVS) and 10:00 am (time subject to change due to weather).

KEY ISSUES:

The Village's Forestry Division of Public Works has made a significant investment in our urban forest and our beautification efforts over the past eight years. With the development of the Comprehensive Forestry Management Plan in 2012, we have created programs that focus on revitalizing our forest.

Between 2012 and 2016, the Village removed over 1,200 ash trees infected with the Emerald Ash Borer. Since 2012, we have also planted over 1,500 trees in their place. We have focused on diversification of our parkways and now have 175 different species of trees in our program.

In 2018, we began to establish our local Village Arboretum at Redmond Park. When completed, this Arboretum will display nearly 120 species of tree in our forest along the walking path. The Arboretum will provide an opportunity for our residents and guests to learn about each tree and the benefits they provide. We hope to have the planting of the Arboretum completed in 2019.

The Village has also created annual maintenance programs that focus on long term care of our trees. Our annual tree trimming program allows us to trim trees within the Village on a four year cycle. Our investment in our annual tree removal program also provides an opportunity to remove those trees in poor condition.

The Village has also made a significant investment in the beautification of our open spaces. Our in-house staff has created ninety (90) different landscape beds throughout the Village that are modified each year with new colors and plantings. We have installed and landscaped six entrance signs, revitalized Huffman Park, and spruced up our downtown with new planting beds, landscaping and plantings along the train depot.

All this time and effort has led the Village to its 28th year as a Tree City USA community. None of this would be possible without the continued support of our Village Board and the hard work by our Public Works crew. I'd like to recognize the efforts of our Forestry Division at tonight's meeting.

ALTERNATIVES:

N/A

RECOMMENDATION:

N/A

BUDGET IMPACT:

N/A

ACTION REQUIRED:

N/A

ATTACHMENTS:

Description

Upload Date

Type

Proclamation - 2019 Arbor Day

4/10/2019

Presentation



Village of Bensenville
Arbor Day Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraskan Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, cool the air, produce life-giving oxygen, and provide a habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our Village increase property values, enhance the economic vitality of business areas and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, the Village will host an Arbor Day Tree Dedication Ceremony on Friday, April 26, 2019 at 10:00 am at Huffman Park (near CVS).

NOW, THEREFORE, I, Frank DeSimone, Village President and the Board of Trustees do hereby proclaim April 26, 2019 as Arbor Day in the Village of Bensenville and urge all citizens celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I encourage all citizens to plant trees to gladden the heart and promote the well-being of this and future generations within our community.

DATED THIS 16th DAY OF APRIL, 2019.

Nancy Quinn, Village Clerk

Frank DeSimone, Village President

TYPE:Resolution**SUBMITTED BY:**M. Ribando**DEPARTMENT:**Village President**DATE:**August 9, 2016**DESCRIPTION:**

Resolution Granting the Advice and Consent to the President's Reappointment of Karen Marcotte to Serve another Term on the Community Development Commission

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

COMMITTEE ACTION:**DATE:**

BACKGROUND:

Currently, Karen Marcotte's term on the Community Development Commission will expire on April 30, 2019.

KEY ISSUES:**ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

Resolution - Marcotte

Upload Date

4/11/2019

Type

Cover Memo

RESOLUTION NO. _____

**A RESOLUTION GRANTING THE ADVICE AND CONSENT TO
THE PRESIDENTS REAPPOINTMENT OF KAREN MARCOTTE TO SERVE AN UN-
EXPIRED TERM ON THE COMMUNITY DEVELOPMENT COMMISSION**

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

WHEREAS, there exists a vacancy in membership on the Village’s Community Development Commission; and

WHEREAS, the President has recommended the reappointment of Karen Marcotte to fill the vacancy for another term which commenced on April 16, 2019 and terminates on April 30, 2024; and

WHEREAS, the person so appointed is qualified to hold such a position; and

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

SECTION 1. The recitals set forth above are hereby incorporated herein by reference and made part hereof.

SECTION 2. Karen Marcotte hereby reappointed to fill a term of office commencing on April 16, 2019, and ending on April 30, 2024.

SECTION 3. The Village Clerk is directed to properly designate the Resolution in the offices of the Village and to maintain a list of all appointments to Village Boards and Commissions.

SECTION 4. The Resolution shall be effective immediately upon its passage and approval, as provided for by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 16th day of April, 2019.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

TYPE:Resolution**SUBMITTED BY:**M. Ribando**DEPARTMENT:**Administration**DATE:**April 16, 2019**DESCRIPTION:**A Resolution Appointing Robert Hjelmgren as a Trustee to the Bensenville Fire Protection District #2***SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*****COMMITTEE ACTION:****DATE:**

N/A

BACKGROUND:

In early 2007, the Bensenville Fire Protection District #2 was constituted pursuant to the Fire Protection District Act. The Board of Trustees consists of three members that shall govern and control the affairs and business of the District. The Village of Bensenville shall appoint Trustees of the District. The President and the Village Board find that Robert Hjelmgren is qualified to hold the position of Trustee.

Robert Hjelmgren will be appointed as Trustee for the District to a term expiring on April 30, 2022.

KEY ISSUES:**ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

Resolution - Hjelmgren

Upload Date

4/11/2019

Type

Cover Memo

RESOLUTION NO. ____

**A RESOLUTION APPOINTING ROBERT HJELMGREN AS A TRUSTEE TO THE
BENSENVILLE FIRE PROTECTION DISTRICT #2**

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

WHEREAS, on or about January 1, 2007, the Bensenville Fire Protection District #2 (hereinafter referred to as “District”) was constituted pursuant to the Fire Protection District Act (hereinafter referred to as “Act”) (70 ILCS 705/0.01); and

WHEREAS, Section 4 of the Act provides that a Board of Trustees consisting of three (3) members shall govern and control the affairs and business of the District; and

WHEREAS, by the virtue of Section 4 of the Act, the governing board of the Village of Bensenville shall, from time-to-time, appoint the Trustees of the District; and

WHEREAS, the President and the Village Board find that Robert Hjelmgren is qualified to continue to hold the position of Trustee; and

WHEREAS, the Village has previously appointed three (3) Trustees for the District to serve staggered terms; and

WHEREAS, with the exception of the initial staggered terms for the Trustees, the Trustees hereinafter serve three (3) year terms; and

WHEREAS, Robert Hjelmgren is appointed as Trustee for the District to a term expiring on April 30, 2022; and

WHEREAS, the Village recognizes the dedicated service of Robert Hjelmgren; and

WHEREAS, the Village hereby finds and determines that Robert Hjelmgren continues to be qualified to serve as a Trustee for the District; and

WHEREAS, the Village seeks to appoint Robert Hjelmgren to serve as a Trustee of the District; and

WHEREAS, the President recommends the appointment of Robert Hjelmgren to a term that shall commence on April 16, 2019 and terminates on April 30, 2022.

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

SECTION 1. The recitals set forth above are hereby incorporated herein by reference and made part hereof.

SECTION 2. That pursuant to Section 4(a) of the Act, the Board of Trustees of the Village of Bensenville hereby gives its advice and consent to the Village President's appointment of Robert Hjelmgren as a Trustee for the Bensenville Fire Protection District #2.

SECTION 3. That pursuant to Section 4(a) of the Act, Robert Hjelmgren is hereby appointed to a term of three (3) years, said appointment shall begin on April 16, 2019 and expire on April 30, 2022.

SECTION 4. That Robert Hjelmgren shall post a bond for the performance of the Office of Trustee for the Fire Protection District.

SECTION 5. That the Village Clerk is directed to maintain this Resolution in the Office of the Village Clerk and to maintain an up to date list of all appointments to Village Boards and Commissions in said Office.

SECTION 6. That this Resolution shall be effective immediately upon its passage and approval, as provided for by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 16th day of April 2019.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

TYPE:Resolution**SUBMITTED BY:**Mary Ribando**DEPARTMENT:**Administration**DATE:**April 16, 2019**DESCRIPTION:**

A Resolution Granting the Advice and Consent to the President's Re-Appointment of William Belmonte Sr. to the Board of Police Commission.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**COMMITTEE ACTION:****DATE:****BACKGROUND:**

William Belmonte Sr. was appointed to a full three-year term to serve as a Commissioner on the Board of Police Commission since May 2013. Mr. Belmonte's current term expired April 30, 2019. The proposed resolution would re-appoint Mr. Belmonte to serve another three-year term that would expire April 30, 2022.

KEY ISSUES:**ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

Resolution - Belmonte

Upload Date

4/11/2019

Type

Cover Memo

RESOLUTION NO. _____

**A RESOLUTION GRANTING THE ADVICE AND CONSENT TO THE
PRESIDENT'S RE-APPOINTMENT OF WILLIAM BELMONTE SR. TO THE
BOARD OF POLICE COMMISSION**

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

WHEREAS, there exists an expired term in the membership of the Village's Board of Police Commission; and

WHEREAS, the President has recommended the re-appointment of William Belmonte Sr. to fill the term which commenced on April 16, 2019 and terminates on April 30, 2022; and

WHEREAS, the person so re-appointed is qualified to hold such a position; and

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

SECTION 1. The recitals set forth above are hereby incorporated herein by reference and made part hereof.

SECTION 2. _William Belmonte Sr. is hereby re-appointed to fill a term of office commencing on April 16, 2019 and ending on April 30, 2022.

SECTION 3. The Village Clerk is directed to properly designate the Resolution in the office of the Village and to maintain a list of all appointments to the Village Boards and Commissions.

SECTION 4. The Resolution shall be effective immediately upon passage and approval, as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 16th day of April, 2019.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:Resolution**SUBMITTED BY:**Gary Ferguson**DEPARTMENT:**Human Resources**DATE:**March 16, 2019**DESCRIPTION:**Resolution Authorizing a Contract with the Metropolitan Alliance Union - Sergeants' Unit**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

COMMITTEE ACTION:

N/A.

DATE:

N/A.

BACKGROUND:

The current contract with the Teamsters Union expired on Dec-31-2018 and the Sergeants have collectively decided to change the union from Teamsters to MAP. The Village has negotiated a new four year contract with MAP. which is attached herewith as a Tentative Agreement. Major changes between the previous contract and the tentative new contract are described as below:

- a) The new contract will be for the period of four years starting January 1, 2019 and will be valid through December 31, 2022.
- b) The agreement allows the wage increases as below.
Year 1 = 3.00 %, Year 2 = 2.00%, Year 3 = 2.00%, Year 4 = 3.00%
- c) Uniform allowance is increased to \$1,000 to \$700.
- d) If officers work on a holiday, they get 4 extra hours of pay
- e) Court time minimum increased to 3 hours (from 2)

KEY ISSUES:

The key issues are:

- a) The current Teamsters Agreement expired on December 31, 2018.
- b) The Village has negotiated a new four year agreement from January 1, 2019 to December 31, 2022.
- c) The agreed wage raises are as follows:
3.00% for year 1,
2.00% for year 2 and 3,
3.00% for year 4.
- c) Uniform allowance is increased to \$1,000 to \$700.
- d) If officers actually work on a holiday, they get 4 extra hours of pay
- e) Court time minimum increased to 3 hours (from 2)

ALTERNATIVES:

At the discretion of the Board.

RECOMMENDATION:

Staff recommends the approval of the Resolution which will authorize the Village Manager to execute the agreement with MAP.

BUDGET IMPACT:

The agreement provide for the wage raises as below:

3.00% for year 1,

2.00% for year 2 and 3

3.00% for year 4

ACTION REQUIRED:

Approval of the Resolution authorizing a contract with the MAP union.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	4/10/2019	Cover Memo
Contract	4/10/2019	Exhibit
Signature Page	4/10/2019	Backup Material

RESOLUTION No. _____

**A RESOLUTION AUTHORIZING A CONTRACT WITH THE METROPOLITAN
APPLIANCE UNION (SERGEANT’S UNIT)**

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 METROPOLITAN APPLIANCE UNION (SERGEANT’S UNIT) represents the Sergeants at the Village of Bensenville

WHEREAS, the Village staff has negotiated an agreement for the period of January 1, 2019 to December 31, 2022 which is attached herewith as Appendix – A.

WHEREAS, the Village of Bensenville President, Trustees and Staff considers it appropriate and in the interest of the Village to approve the contract attached as Appendix – A.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, that the Village Manager be, and the same is, hereby authorized and directed to execute the contract with the **METROPOLITAN APPLIANCE UNION (SERGEANT’S UNIT)**, which contract is attached hereto and made a part hereof, and to take such other and further actions as may be necessary thereto.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville,
Illinois this _____ day of _____ 2019.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent _____

VILLAGE OF BENSENVILLE
AND
METROPOLITAN ALLIANCE OF POLICE,
BENSENVILLE POLICE SERGEANTS, CHAPTER #166
(SERGEANTS' UNIT)

EFFECTIVE
JANUARY 1, 2019 TO DECEMBER 31, 2022

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ARTICLE I

PREAMBLE AND RECOGNITION AND DUES DEDUCTION AND FAIR SHARE

Section 1.1 Preamble and Recognition

It is recognized that the interests of providing quality Police protection and other public safety services, including an enhanced public safety program, the Village of Bensenville will best be served by establishing procedures to provide an orderly method for the Village Board and sergeants employed by the Bensenville Police Department to discuss and resolve matters of salary, economic fringe benefits, and related working conditions. The Village of Bensenville ("Village Board") therefore recognizes the Metropolitan Alliance of Police, Bensenville Police Sergeants, Chapter #166 (hereinafter referred to as the "Union"), as certified by the Illinois Labor Relations Board, as the sole and exclusive bargaining representative for all full-time sworn peace sergeants in the rank of sergeant ("officers" or "employees"), excluding all other employees, including but not limited to, all sworn peace officers above or below the rank of sergeant, any employee holding the position of Police Chief or Deputy Police Chief, all part-time or temporary employees, any employees excluded from the definition of "peace officer" as defined in subsection 1603(k) of the Illinois Public Labor Relations Act, all civilian employees, all non-Police Department employees, and all other managerial, supervisory, confidential, professional and short-term employees as defined by the Act. This Agreement is made by and between the Village and the Union for and on behalf of all full-time sworn sergeants employed by the Village and sets forth the parties' complete agreement on wages, hours, economic fringe benefits and other terms and conditions of employment upon execution of this Agreement through December 31, 2022.

Section 1.2 Dues Checkoff

With respect to any police sergeant from whom the Employer receives individual written authorization, signed by the sergeant, in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the sergeant the dues and initiation fee required as a condition of membership in the Union, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union.

The Union agrees to give the Village at least thirty (30) days' notice in writing of any change in the amount of the regular dues to be deducted. The Union further agrees that it will not submit written-notification of a change in the amount of the regular dues to be deducted more than once within any twelve (12) month period of time.

Section 1.4 Indemnification.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suit or other forms of liability that may arise out of or reason of any action taken by the Employer for the purpose of complying with any provisions of this Article. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved police sergeant.

ARTICLE II HOURS OF WORK

AND OVERTIME

Section 2.1 Application of Article.

Nothing in this Article or Agreement shall be construed as a guarantee of hours of work per shift, per week, per work cycle, or any other period.

Section 2.2 Court Time.

Employees who would otherwise be off-duty shall be paid at the overtime rate of time and one-half (1-1/2) their regular straight-time hourly rate of pay for all hours worked when appearing in court on behalf of the Village in the capacity of a commissioned sergeant or when preparing for an off-duty court appearance when in the presence of a prosecuting attorney, the Sergeant will be paid overtime rates for a minimum of three (3) hours for all off-duty court time worked outside regularly scheduled hours in a single day or actual time spent, whichever is greater, unless the time extends to his regular work shift.

Section 2.3 Call-Back Pay.

A Sergeant who is called back to work after having left work shall receive a minimum of two (2) hours work at overtime rates, unless the time extends to his regular work shift or unless the individual is called back to rectify his own error which needs to be corrected before the sergeant's next regularly scheduled shift.

Section 2.4 Court Standby Pay. Sergeants who are required by notice or order of the Police Department, shall receive 2 hours pay at the overtime rate, if off-duty, for court standby. If the sergeant goes to court, then Section 2.2 shall control his rate of pay and this Section shall not be applicable.

Section 2.5 Comp Time.

Sergeants may accrue comp time up to sixty (60) hours in a fiscal year. This shall be a rolling total which may be used and replenished in accordance with Police Department Policy each year but shall not exceed a total of sixty (60) hours at any one time. If the employee's accrued comp time would cause the bank to exceed sixty (60) hours, the overtime would be paid in cash. Reduced to forty (40) hours during the thirty (30) calendar day period prior to retirement from the Village.

Comp time is defined as overtime at a pay rate of 1.5 times the regular rate.

Compensatory time shall be taken at such times as are established or agreed to by the Chief of Police or his designee. This scheduling of compensatory time off is subject to the operating needs of the Department and will not be granted where it would leave the Department with insufficient manpower on duty. Subject to the foregoing, permission to use compensatory time shall not be unreasonably denied.

Section 2.6 Definition of Overtime.

Each Sergeant covered by this Agreement shall be paid in cash or comp time as applicable at one and one-half (1½) times their straight time hourly rate of pay for all hours worked in excess of one hundred sixty (160) hours in the employee's twenty-eight (28) day work cycle. Overtime pay

shall be received in fifteen (15) minute segments as provided for by the Fair Labor Standards Act. For any employee to be eligible for overtime pay or comp time, the additional time worked must be authorized in advance by the Police Chief or his designee. Sergeants will have the first opportunity to perform available overtime shifts as a patrol sergeant (unless the Sergeant has already been scheduled to work a patrol shift to satisfy the minimum staffing levels.

Paid time off will not count as hours worked for purposes of overtime eligibility with the following exceptions:

- (a) An eligible employee's use of approved vacation;
- (b) Paid sick leave;
- (c) Personal leave;
- (d) Compensatory time; and
- (e) Observance of a paid holiday.

Section 2.7 Kelly Time/Flex Hours.

During periods of time when the normal work schedule is comprised of twelve (12) hour work days, Sergeants will be eligible to receive sixty (60) hours (computed on a pro-rata basis for partial years) of "flex hours" to reach the 2,080 hours of work per year. The earned Kelly Time can be banked to a cap of sixty (60) hours before it must be used and can be used for training and other purposes with prior notice and approval of the scheduling supervisor. It is understood that the use of flex hours cannot result in overtime pay and therefore employees are encouraged to be flexible when scheduling available flex hours.

Section 2.8 No Pyramiding.

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

ARTICLE III SICK

LEAVE

Section 3.1 Notification.

Notification of absence due to sickness shall be given to the Police Communication Center as soon as possible on the first day of such absence, but no later than two (2) hours before the start of the employee's work shift (except in the event the need for time off is not foreseeable in which case one (1) hour is sufficient). Failure to properly report an illness shall be considered as absence without pay and may subject the employee to discipline, as well.

Section 3.2 Medical Examination.

The Village may require a doctor's slip attesting to an illness immediately upon the employee's return from such leave. The Village may, where there is reason to suspect abuse or for an absence of three working days or more, require an employee seeking to utilize sick leave to submit a doctor's certification of the illness and/or to submit at any time during such leave to an examination by a doctor or nurse designated by the Village. Examinations administered by a physician or nurse selected by the Village shall be paid for by the Village to the extent not covered by insurance.

Section 3.3 Purpose.

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. Unfortunately, sick leave abuse sometimes occurs. The parties agree that sick leave abuse is a very serious offense which may result in discipline (up to and including termination).

Section 3.4 Allowance.

Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay.

Section 3.5 Days Earned in Accumulation.

Employees shall be allowed eight (8) hours of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for more than eighty (80) hours of work. Sick leave cannot be taken before it is actually earned.

Section 3.6 Rate of Payment.

Employees shall be paid in hours at their regular, straight-time hourly rate of pay for each single hour of sick leave properly utilized.

Section 3.7 Sick Leave Utilization.

An employee cannot accumulate more than four hundred eighty (480) sick leave hours. An employee who has accumulated more two hundred eighty eight (288) sick leave hours may be paid, upon written request, for any sick leave hours in excess of two hundred eighty eight (288) , at a rate equal to one-half of the employee's regular daily wage rate at the time the request is made. Requested payment for accumulated sick leave days shall be made in the first pay period in the December following the request.

Upon retirement or resignation after five (5) years of employment, an employee shall receive full pay for the first two hundred eighty eight (288) hours of accumulated sick leave, and one-half pay for any additional accumulated sick leave days, up to a maximum of one hundred ninety two (192) sick hours.

The Village Manager may allow accrued vacation time to be applied toward a continuing absence due to serious and prolonged illness, after an employee has used all of his available sick leave.

The Police Chief or designee may approve an employee's absence for personal reasons unrelated to illness as sick leave to be applied against accrued sick leave hours , but in no event more than sixteen (16) such hours in each calendar year.

ARTICLE IV ADDITIONAL LEAVES

OF ABSENCE

Section 4.1 Military Leave.

Military leave shall be granted in accordance with applicable law.

Section 4.2 Bereavement Leave.

In the event of death in the immediate family (defined as the employee's legal spouse, children, stepchildren, adopted children, parents, parents of spouse and stepparents, brothers and sisters of employee and spouse or grandparents and grandchildren of employee and spouse) an employee shall be granted up to three (3) consecutive workdays as bereavement leave. Leave beyond such three (3) days may, upon approval of the Village Manager or his designee, be taken if charged to the employee's sick leave or vacation leave accrual account, if any.

Section 4.3 Leave for Illness or Injury.

(a) In the event an employee is unable to work by reason of illness or injury, and after the employee has exhausted all accrued sick leave and vacation, the Village may grant a leave of absence without pay for up to one (1) year. During such a leave, seniority shall not accrue for so long as the employee is unable to work, except that for a work related injury compensable under workers' compensation, an employee shall accrue seniority pursuant to statute.

(b) To qualify for such leave, the employee must report the illness or injury as soon as the illness or injury is known, and thereafter furnish to the Village Manager or his designee a physician's written statement showing the nature of the illness or injury and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, unless bedridden, the employee shall personally appear at the Employer's premises and furnish a current report from the attending doctor at the end of every twenty-one (21) calendar days.

(c) Before returning from leave of absence for injury or illness, or during such leave, the employee at the discretion of the Village may be required to have a physical examination by a doctor designated and paid for by the Village to determine the employee's capacity to perform work assigned. An unpaid leave of absence for illness or non-job related injury will under no circumstances be granted until an employee's entire accrued sick leave and vacation leave is first exhausted.

Section 4.4 Benefits While On Leave.

(a) Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon return, the Village will place the employee in his or her previous assignment.

- (b) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off pursuant to statute, he shall go directly on layoff.
- (c) During an approved unpaid leave of absence of more than ninety (90) calendar days or during a layoff under this Agreement, the employee shall be entitled to coverage under applicable group health and life insurance plans to the extent permitted under such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

Section 4.5 Non-Employment Elsewhere.

Employees, while on leave, shall not accept employment elsewhere without express written approval of the Chief of Police or designee.

Section 4.6 Pregnancy Leave.

In the event an employee is unable to work by reason of pregnancy or childbirth, the employee may apply for time off pursuant to the terms of the Village's Family and Medical Leave Act policy ("FMLA") for a period of twelve (12) workweeks during any 12 month period. The employee will use all accrued vacation, floating holidays, comp time and sick time in lieu of taking otherwise unpaid FMLA time off.

ARTICLE V

VACATIONS

Section 5.1 Eligibility and Allowances.

Full-time employees shall be eligible for paid vacation time after the completion of one year of service with the Employer. Vacation allowances shall be accrued each anniversary year, based on the following schedule:

Working days

<u>Length of Continuous Service</u>	<u>Vacation Per Year</u>
After completion of one (1) year	80 hours
After completion of five (5) years	120 hours
After completion of fifteen (15) years	160 hours
After completion of twenty-five (25) years	200 hours

Ordinarily, vacation time taken during a given anniversary year shall be the vacation allowance earned during the preceding anniversary year. Exceptions to this policy may be granted in writing by the Village Manager.

Full-time employees shall earn vacation allowances for any month in which they receive compensation for more than one hundred twenty (120) hours of work.

Section 5.2 Vacation Pay.

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. Employees who submit a written request at least fifteen (15) days in advance of the start of their vacation will receive, on the last day of work prior to the start of their vacation, their next regularly scheduled paycheck which would normally be paid on a day falling within their scheduled vacation; this provision shall not apply, however, to vacations of less than five (5) consecutive workdays.

Section 5.3 Scheduling and Accrual.

Employees shall be awarded vacation time by the Village in accordance with its service needs and the employee's seniority, pursuant to Department policy.

Section 5.4 Cancellation of Vacation.

Should an emergency arise at the time of vacations, any or all employee vacations may be cancelled provided that the employees' services are needed.

Section 5.5 Vacation Rights in Case of Layoff or Separation.

Any employee who is laid off for more than five (5) working days, or who retires or voluntarily quits prior to taking his vacation, shall be compensated in cash for the unused vacation he has properly accumulated but not used at the time of separation, provided the employee gives at least two (2) weeks notice in the event of retirement or resignation. Payment shall be made within thirty (30) days of separation from active employment.

ARTICLE VI

HOLIDAYS

Section 6.1 Holidays Defined.

The following are paid holidays for eligible employees:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

Additionally, with the approval of the Police Chief or designee, employees may choose three (3) floating holidays per year (twenty four (24) hours of paid time off). The three (3) floating holidays shall accrue at the start of the calendar year.

Section 6.2 Eligibility Requirements.

Employees on unpaid leave of absence, including workers' compensation, on the days before and after a holiday, shall not be eligible for holiday pay.

Section 6.3 Holiday Pay.

Sergeants receive an additional eight (8) hours of pay, whether or not they work on the designated holidays (and floaters). Additionally, a Sergeant who actually works a full shift on a designated holiday (listed in 6.1 but not floaters) will receive twelve (12) hours of pay on those days.

ARTICLE VII

INSURANCE

Section 7.1 Insurance Coverage.

The Village shall continue to make available to full-time employees and their dependents group health and hospitalization insurance coverage and benefits. Further, the Village shall offer full-time employees the option of coverage under a Health Maintenance Organization (HMO) or a Preferred Provider Organization (PPO) selected by the Village which offers substantially similar health and hospitalization coverage and benefits as provided under the group insurance plan.

Section 7.2 Cost.

The Village will pay eighty-five (85%) percent of the cost of the premiums for full-time employees' individual health and hospitalization insurance. For dependent group health and hospitalization insurance, the Village will pay eighty-five (85%) percent of the cost of premiums. The aforementioned contributions are based on the cost of the insurance option utilized by the employee. **Section 7.3 Cost Containment.**

The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, preferred provider option, and mandatory out-patient elective surgery for certain designated surgical procedures. Employees will be given advance notice of any such cost containment measures before they are instituted.

Section 7.4 Life Insurance.

The Village shall provide to full-time employees, at no cost to the employee, life insurance coverage equal to twice the employee's annual base salary.

Section 7.5 Right to Change Insurance Carriers.

The Village retains the right to select and change insurance carriers for employee insurance and/or otherwise provide for reasonable changes of coverage as long as the level of benefits remains substantially similar and is consistent with the terms available to other covered employees in the Village. Before making any changes in deductibles, co-payments or any other changes in benefits beyond the limitation set forth above, the Village must first negotiate with the Committee to discuss the effects of any such decision.

The Village and the Union agree that if, during the term of this agreement, the Village realizes an increase to its healthcare costs, specifically related to an excise tax (Cadillac Tax), the parties will meet and negotiate over the impact of said increase.

Section 7.6 Dental Insurance.

The Village shall make available to full-time employees and their dependents dental insurance coverage. The Village will pay 100% of the cost of premium for full-time employees' individual dental premium. Employees electing family dental coverage will pay 100% of the premium above the individual rate. The Village retains the right to select and change insurance carriers and institute cost containment measures. Employees will be given advanced notice of any such cost containment measures before they are instituted.

Section 7.7 Terms of Insurance Policies to Govern.

The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions or disputes concerning said insurance policies or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Village, employee or beneficiary of any employee.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 8.1 Definition.

A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Union against the Village that there has been an alleged violation, misinterpretation or misapplication of an express provision of this Agreement, except that any dispute concerning a matter or issue subject to the jurisdiction of the Bensenville Board of Police Commissioners shall not be considered a grievance under this Agreement.

Section 8.2 Procedure.

If the Union or a Sergeant covered by this Agreement has a grievance concerning the interpretation or application of the express terms of this Agreement, the grievance shall be processed as follows:

Step 1: Written to Police Chief or designee.

If the Union or an sergeant has a grievance, it shall be submitted in writing to the Police Chief or designee within seven (7) calendar days after the first event giving rise to the grievance. A meeting between the Police Chief or designee and the Sergeant or the Union representative will be held at a mutually agreeable time. If no settlement is reached at such meeting, the Police Chief or designee shall provide a written response within seven (7) days of the meeting.

Step 2: Appeal to Village Manager.

If the grievance is not settled at Step 1, the Union or the Sergeant may submit a written appeal to the Village Manager within seven (7) days after receipt of the Step 2 answer or within seven (7) days of when the answer in Step 2 was due. A meeting between the Village Manager, or the Village Manager's designee, and the Sergeant and the Union will be held at a mutually agreeable time. If no settlement is reached at such meeting, the Village Manager, or the Village Manager's designee, shall provide a written response within ten (10) days of the meeting.

Step 3:

If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, within fourteen (14) calendar days of receipt of the Employer's written answer as provided to the Union at Step 3 or within fourteen (14) calendar days of when the Employer's answer in Step 3 was due. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are all members of the National Academy of Arbitrators and who reside in Illinois. Any fee for requesting such panel shall be paid by the party requesting arbitration. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The Employer and the Union shall alternately strike names from the panel, with the party requesting arbitration striking first. The person remaining shall be the arbitrator.

No grievance shall be entertained or processed unless it is filed within the time limits set forth above. If a grievance is not appealed within the time limits set forth above, it shall be considered settled on the basis of the last answer provided by the Village. If the Village fails to provide an answer within the time limits set forth above, the grievance may be appealed to the next step. The parties may mutually agree in writing to extend any time limits set forth in this Article.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 Outside Employment.

An employee shall not undertake, contract for or accept anything of value in return for services, nor shall he otherwise be self-employed for remuneration, nor shall he be employed for remuneration by employers other than the Village, except with the approval of the Chief of Police or designee. Any person who wants such approval must make written application to the Chief of Police or designee; approval may be granted only when it appears that such activity will not interfere with the performance of Village duties, impair the usefulness of the employee, or conflict with the mission, goals or objectives of the Village. The Chief of Police or designee must respond to an application within a reasonable time. Once granted, permission for such outside activity may be revoked by the Chief of Police or designee where it appears to the Chief of Police or designee that such activity interferes with the performance of Village duties, impairs the usefulness of the employee, or conflicts with the mission, goals or objectives of the Village. The Chief of Police or designee must state in writing to the employee his specific reasons for a denial or revocation of permission for outside employment.

Section 9.2 Application of Agreement to MEG Unit and Other Special Assignment Employees.

Notwithstanding anything to the contrary in this Agreement, sergeants who are assigned to the Metropolitan Enforcement Group ("MEG") or to any other governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to sergeants assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directives may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of this Agreement. Without in any way limiting the generality of the foregoing, the practices, policies, procedures and directives of MEG applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article III of this Agreement. Wages, insurance or other direct economic benefits shall continue to be governed by the terms of this Agreement.

Section 9.3 Job Related Training and Education Programs.

The Village encourages employees to continue their education and improve their job related skills. The Village provides a Tuition Reimbursement Program for regular full-time employees who have successfully completed their introductory/probationary period. The employee must be in good standing with the Village, meaning the employee must, at a minimum, meet performance expectations as verified by the supervisor, and have no performance or disciplinary actions pending.

All requests for attendance at seminars, schools, or enrollment in outside formal educational programs for which the employee desires financial reimbursement are subject to the approval of the Department Head and Village Manager. Village requirements for course reimbursements shall be predicated on the attainment of a grade of B or better (or Pass, in those instances where applicable). **All class attendance and class work will take place during non-work hours. Participation in the Tuition Reimbursement Program will be determined by availability of funds in the Tuition Reimbursement budget. Qualifying tuition reimbursement shall not exceed the tuition and fees charged by Northern Illinois University (NIU) for the equivalent coursework. Employees are not restricted to enroll in programs based on cost; however tuition and fees in excess of the equivalent coursework at NIU are not eligible for**

reimbursement by the Village. Reimbursement for degree programs is a major investment made by the Village in the development of a particular employee. The courses must be designed to maintain or improve the skills required of the employee in his/her current job assignment or they must be necessary to meet express requirement of the Village. It follows that the employee must continue working for the Village for some period of time in order to qualify for this reimbursement. Accordingly, before such a program will be approved, the employee must sign a written agreement to reimburse the Village for 100% of the degree program cost paid by the Village on the employee's behalf for any semester (or applicable unit) if the employee leaves Village within two (2) years of the end of the semester (or applicable unit).

Section 9.4 Uniform Allowance.

Sergeants shall receive a uniform allowance of \$1,000. The uniform allowance also may be used for the purchase of any items contained on the list attached as Appendix B, as it may be changed from time to time, provided:

1. The Police Chief or his designee determines that an employee's clothing or equipment is damaged beyond repair through causes other than negligence of the employee; or
2. The Police Chief or his designee determines that an employee's clothing or equipment is worn and in need of replacement because of ordinary wear and tear; or
3. The Police Chief or his designee specifies new or additional items of uniform clothing and personal equipment.

Sergeants are responsible for all taxes.

Section 9.5 Body Armor

The Village agrees to provide each covered employee with body armor (vest) and to replace the same as recommended by the manufacturer.

Section 9.6 Drug Testing.

The Police Chief or his designee may require an employee to submit immediately to a urine and/or blood test where there is reasonable, individualized suspicion of improper drug or alcohol use. This includes, but is not limited to, direct observation, indirect observation, symptoms of drug or alcohol use, information pertaining to an employee's use of drugs or alcohol or any other means of reasonable individualized suspicion. Upon request, the Village shall provide an employee who is ordered to submit to any such test with a written statement of the basis for the Village's reasonable suspicion within seventy-two (72) hours of when the test is administered. The Village may also engage in random testing to the extent permitted by law. Employees may be randomly tested no more than two (2) times per calendar year unless otherwise specified by this Agreement. The Village also reserves the right to require a drug/alcohol test of all applicants seeking to be transferred into the bargaining unit.

Drug and alcohol testing also will be required prior to the end of a shift for any officer who discharges his firearm causing injury or death to a person in the line of his duty.

The Village shall use laboratories which are certified by the State of Illinois pursuant to the

Illinois Clinical Laboratory Act or that meet the accreditation requirements of the National Institute of Drug Abuse (NIDA) to perform drug and/or alcohol testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. Prior to the test, employees shall identify any prescription drugs which they may have taken recently, and the approximate time and dosage taken. Any positive test results which are attributable to prescription drugs taken in accordance with a physician's prescription and instructions shall not be used in any manner adverse to the employee. The passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the employee may tamper with the testing procedure. If the first test results in a positive finding, a GC/MS (gas chromatography mass spectrometry) confirmatory test shall be conducted. An initial positive screening test shall not be submitted to the Village; only GC/MS confirmatory test results will be reported to the Village. If the Village, contrary to the foregoing, receives the results of a positive first test which is not confirmed as provided above, such information shall not be used in any manner adverse to the employee. Within two (2) days of receipt, the Village shall provide an employee with a copy of any test results which the Village received with respect to such employee. The Village shall be liable for the costs of any tests conducted at the Village's direction.

Test results will be confidential and use of these results shall be only for purposes established by this contract or for other lawful purposes. A portion of the test sample, if positive, shall be retained by the laboratory for six (6) months so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory certified by the State of Illinois pursuant to the Illinois Clinical Laboratory Act or that meets the accreditation requirements of the National Institute of Drug Abuse (NIDA) to perform drug and/or alcohol testing of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the Village, the Village shall not be responsible for monitoring the proper chain of custody for said portion of the tested sample.

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

	<u>Initial Test Level</u>
Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below.

	<u>Confirmatory Test Level</u>
Marijuana metabolites*	15 ng/ml
Cocaine metabolites**	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml

Phencyclidine 25 ng/ml
Amphetamines
Amphetamine 500 ng/ml
Methamphetamine 500 ng/ml
* Delta-9-tetrahydrocannabinol-9-carboxylic acid **
Benzoyllecgonine

Any tests for other prescription or illegal drugs shall use the screening test cut-off levels and the confirmatory GC/MS test cut-off levels for such drugs established by the testing laboratory selected by the Village in accordance with NIDA standards, if any.

The use, sale, possession, purchase or delivery of illegal drugs at any time (on or off the job) while employed by the Village (except as required in the line of duty), abuse of prescribed drugs, failure to report to supervisors any known adverse side effects of medication or prescription drugs that the employee may be taking, consumption or possession of alcohol while on duty (except as required in the line of duty), or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of more than .02%) shall be cause for discipline, including termination. (NOTE: The foregoing standard shall not preclude the Village from attempting to show that test results below .02% (blood alcohol level) demonstrate that the employee was or would be unable to properly perform his or her job duties, but the Village shall bear the burden of proof in such cases.) The Village recognizes there may be situations in which an employee tests positive for illegal drugs or alcohol, but disciplinary action would not be in the interest of the employee or the Village and instead the employee may be placed on rehabilitation in these situations as deemed appropriate by the Chief of Police.

Voluntary requests for assistance with drug and/or alcohol problems (i.e., where no test has previously been given pursuant to the foregoing provisions) shall be held confidential with disclosure only to those who have a business need to have the information. An employee voluntarily seeking assistance prior to a policy violation shall not be disciplined (except for failure to fulfill obligations under an employee assistance/treatment program), but may be subject to random testing during and for one (1) year following successful completion of an employee assistance/treatment program. The Village's obligation to pay for treatment for alcohol/substance abuse shall be limited to services provided by the Village's medical insurance plan in which the employee is enrolled. An employee will be allowed to use all accrued sick leave, vacation and compensatory time off while attending a treatment program, and will be granted an unpaid leave of absence to complete such program after exhausting such paid time off. All matters concerning discipline and discharge are governed by the rules of the Board of Police Commissioners.

Section 9.7 Fitness Examinations.

If there is any question concerning an employee's fitness for duty, the Police Chief or designee may require, at the Village's expense that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the Village. The Village may also require all employees to take a complete exam once a year. This exam will be paid for by the Village. Also, the employee may obtain a second opinion from the physician of his choice at the Village's expense. If the second opinion is different from the first physician's, then a third opinion shall be obtained from a physician of mutual choice by the Village and employee.

The third opinion will be paid for by the Village. If two-thirds of the physicians determine that an employee is not fit to perform his assigned duty, the employee shall be eligible to return to sick leave, worker's compensation leave or to go on an unpaid leave of absence or retire as applicable under the circumstances. The exam shall be conducted no later than fourteen (14) days from the date of notice.

Section 9.8 Officer Involved Shootings

The Employer and the Union agree to the following policy to be implemented in accordance with Illinois Public Act 100-389.

1. Union members shall be required to abide by the Department's General Order regarding "Use of Deadly Force," including the requirement that each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389 or any similar state law.
2. For the purposes of clarity, the parties agree that a person "involved in" an officer involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.
3. The term "involved in" an officer-involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term "involved in" include officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.
4. The provisions of the collective bargaining agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.
5. Any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered with a warrant.

ARTICLE X

WAGES

Section 10.1 Base Wages.

Base wages are set forth on Wage Schedule attached to this Agreement on Appendix A and reflect the following:

- a. Effective January 1, 2019 – 3% increase (retroactive to 1/1/19);
- b. Effective January 1, 2020 – 2% increase;
- c. Effective January 1, 2021 – 2% increase; and,
- d. Effective January 1, 2022 – 3% increase.

Section 10.2 Administration of Wage Schedule.

Sergeants shall start at Step 1 of the pay plan upon the effective date of their promotion. Subject to satisfactory performance as provided in the Paragraph below, sergeants shall advance one step (from Step 1 to 2, 2 to 3 and 3 to 4) on January 1 provided the sergeant has been at their current step for at least six (6) full months prior to January 1.

The Village reserves the right to freeze a sergeant's pay and/or step placement for unsatisfactory performance and not grant a general wage increase or an automatic step increase. In April of each year, the Chief of Police (or a Deputy Chief acting in his or her stead) shall review all Sergeants performance and discipline records and determine if any Sergeant should be frozen at his current pay and/or step.

In the event a Sergeant is frozen at his current pay and/or step, his performance and discipline will be reviewed semi-annually by the Chief of Police (or a Deputy Chief acting in his or her stead) to determine if the freeze will remain in effect. Unsatisfactory performance would fall into one of the three following categories:

1. Repeated discipline violations which in the judgment of the Chief of Police or designee cannot be corrected by suspension or re-instruction.
2. Substandard work performance which, in the judgment of the Chief of Police or designee, cannot be corrected by suspension or re-instruction.
3. A leave of absence of six (6) calendar months or more (except for a leave due to a duty- related injury or illness) shall result in a wage freeze at the individual's current pay or step, provided, however, that such freeze shall be lifted and general wage and/or step increases shall be granted prospectively upon an sergeant's return to active duty for at least one (1) month or more.

The Village will not exercise its authority under this Section to freeze an sergeant's pay and/or step for arbitrary or capricious reasons, and any dispute regarding the Village's decision-making

in this regard may be grieved under Article VIII, and, if unresolved at Step 1, 2 or 3, arbitrated under an arbitrary and capricious standard of review.

ARTICLE XI

NO STRIKE-NO LOCKOUT

Section 11.1 No Strike.

Neither the Committee nor any sergeants, agents or employees will authorize, instigate, promote, sponsor, aid, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, sitdown, stoppage of work, concerted refusal to perform overtime, mass resignation, mass absenteeism, picketing or any other intentional interruption of the operations of the Village, regardless of the reason for so doing. Any violation of this Section shall be just cause for discipline, up to and including discharge. The failure to impose a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 11.2 No Lockout.

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Committee, so long as there is no violation of Section 11.1, No Strike.

ARTICLE XII SENIORITY, LAYOFF

AND RECALL

Section 12.1 Seniority Definition.

For purposes of this Agreement, rank seniority shall be defined as an employee's length of continuous full time service within the rank of Sergeant, excluding temporary service, since the employee's date of promotion less any deductions due to layoff, leave of absence(s) without pay or other non-paid breaks in service. If more than one person is hired on the same day, seniority will be established based on department seniority, defined as length of continuous full time service with the Village, excluding temporary service, since the employee's last date of hire less any deductions due to layoff, leave of absence(s) without pay or other non-paid breaks in service.

Section 12.2 Layoff and Recall.

Management at its discretion shall determine whether layoffs are necessary unless it is clearly established that such determination is arbitrary. No layoff will occur without at least twenty (20) calendar days' notification to the Labor Union, except in the event of a natural disaster, unanticipated emergency, or act of God in which case such notice is not required. The Village agrees to consult the Labor Union, upon request, and afford the Labor Union an opportunity to propose alternatives to layoff. Layoffs shall be by inverse order of rank seniority as defined in Section 12.1. Sergeants will be allowed to bump down a rank prior to being laid off. Any bargaining unit member who is laid off shall have his or her rank seniority frozen until the bargaining unit member is recalled.

Any member who is laid off or bumped down shall be subject to recall to the rank of Sergeant by rank seniority, as defined in Section 12.1. So long as any bargaining unit member (or former bargaining unit member) is laid off or bumped down, the Village will not make any promotions to the rank of Sergeant unless an offer of recall is declined by the unit member (or former bargaining unit member).

ARTICLE XIII

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to determine the Village's mission, objectives, policies and budget and to determine and set all standards of service offered to the public; to supervise and direct employees and their activities as related to the conduct of Village affairs; to schedule and assign work; to assign or to transfer employees within the Village; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to layoff or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to contract out for goods and services; to make and enforce reasonable rules and regulations; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency conditions as may be declared by the President of the Board of Trustees or the Village Manager, which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and providing that all provisions of this Agreement shall be immediately reinstated once a civil emergency condition ceases to exist.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

The parties recognize that the Police Commission of the Village of Bensenville has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Police Commission.

ARTICLE XIV

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency, or court of

competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect. In such event, the Village and the Committee agree to promptly begin negotiations on a substitute for the invalidated article, section, or portion thereof.

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the Village by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

ARTICLE XV

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in the Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Committee, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. It is understood that the Village may exercise its management rights consistent with Article XII of this Agreement.

ARTICLE XVI

TERMINATION

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31th day of December, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no less than sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and effect during the period of negotiations and until termination of this Agreement after proper notice is provided in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this____day of _____ 2019.

For the :

METROPOLITAN ALLIANCE OF POLICE,

BENSENVILLE POLICE SERGEANTS

CHAPTER #166

VILLAGE OF BENSENVILLE

APPENDIX A
WAGE SCHEDULE

Steps	<u>Current</u>	3%	2%	2%	3%
		<u>Effective</u> <u>1/1/2019</u>	<u>Effective</u> <u>1/1/2020</u>	<u>Effective</u> <u>1/1/2021</u>	<u>Effective</u> <u>1/1/2022</u>
1	99,062.33	102,034.20	104,074.88	106,156.38	109,341.07
2	102,991.16	106,080.89	108,202.51	110,366.56	113,677.56
3	106,926.10	110,133.88	112,336.56	114,583.29	118,020.79
4	110,133.88	113,437.90	115,706.65	118,020.79	121,561.41

<u>Specialty</u>	<u>Compensation</u>
Detective Sergeant	3% of base pay additional

APPENDIX B
UNIFORM ITEMS

Furnished at time of Initial Employment:

2 badges
1 hat shield
2 nameplates 1 hat band
1 metal ticket book holder
1 radio strap
1 radio holder
1 portable radio battery
1 station key 1 tie bar
1 wallet badge and badge wallet
4 long sleeve uniform shirts
4 short sleeve uniform shirts
4 uniform pants
2 ties
1 pair shoes or boots
1 uniform hat 1 winter hat
1 raincoat and hat cover
1 uniform jacket 1 garrison belt

Items able to be purchased with uniform allowance after one year of employment:

All above listed equipment
Metal clip board
Basket weave leather goods*
Nightstick PR24* Black turtleneck Knife (folding type) Handcuffs*
Uniform sweater Bullet proof vest cover
Black gloves
Flashlight

* Required items which may only be replaced with uniform allowance

Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and effect during the period of negotiations and until termination of this Agreement after proper notice is provided in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____ 2019.


For the :

METROPOLITAN ALLIANCE OF POLICE,

BENSENVILLE POLICE SERGEANTS

VILLAGE OF BENSENVILLE

CHAPTER #166



TYPE:Resolution**SUBMITTED BY:**Gary Ferguson**DEPARTMENT:**Human Resources**DATE:**April 16, 2019**DESCRIPTION:**

Resolution Authorizing a Contract with the Metropolitan Alliance of Police Union Bensenville Police Chapter #165

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

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

COMMITTEE ACTION:

N/A.

DATE:

N/A.

BACKGROUND:

The current contract with the MAP Union - Patrol expired on Dec-31-2018. The Village has negotiated a new four year contract with MAP which is attached herewith as a Tentative Agreement. Major changes between the previous contract and the tentative new contract are described as below:

- a) The new contract will be for the period of four years starting January 1, 2019 and will be valid through December 31, 2022.
- b) The agreement allows the wage increases as below.
Year 1 = 3.00 %, Year 2 = 2.00%, Year 3 = 2.00%, Year 4 = 3.00%
- c) Uniform allowance is increased to \$1,000 from \$700.
- d) If officers work on a holiday, they receive four (4) extra hours of pay
- e) Court time minimum increased to three (3) hours from two (2)
- f) Field Training Officer (FTO) pay increased to two (2) from one (1)
- g) Acting Shift Commander (ASC) pay increased to one and a half (1.5) hours from one (1)

KEY ISSUES:

The key issues are:

- a) The current Teamsters Agreement expired on December 31, 2018.
- b) The Village has negotiated a new four year agreement from January 1, 2019 to December 31, 2022.
- c) The agreed wage raises are as follows:
3.00% for year 1,
2.00% for year 2 and 3,
3.00% for year 4.
- c) Uniform allowance is increased to \$1000 to \$700.
- d) If officers actually work on a holiday, they get 4 extra hours of pay
- e) Court time minimum increased to 3 hours (from 2)

ALTERNATIVES:

At the discretion of the Board.

RECOMMENDATION:

Staff recommends the approval of the Resolution which will authorize the Village Manager to execute the

agreement with MAP.

BUDGET IMPACT:

The agreement provide for the wage raises as below:

3.00% for year 1,

2.00% for year 2 and 3

3.00% for year 4

ACTION REQUIRED:

Approval of the Resolution authorizing a contract with the MAP Union.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	4/10/2019	Resolution Letter
MAP Contract	4/15/2019	Cover Memo
Signature Page	4/10/2019	Backup Material

RESOLUTION No. _____

**A RESOLUTION AUTHORIZING A CONTRACT WITH THE METROPOLITAN
APPLIANCE OF POLICE UNION BENSENVILLE POLICE CHAPTER # 165 (PATROL)**

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 METROPOLITAN APPLIANCE UNION (PATROL) represents the Patrol Employees at the Village of Bensenville Police Department.

WHEREAS, the Village staff has negotiated an agreement for the period of January 1, 2019 to December 31, 2022 which is attached herewith as Appendix – A.

WHEREAS, the Village of Bensenville President, Trustees and Staff considers it appropriate and in the interest of the Village to approve the contract attached as Appendix – A.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, that the Village Manager be, and the same is, hereby authorized and directed to execute the contract with the METROPOLITAN APPLIANCE UNION (PATROL), which contract is attached hereto and made a part hereof, and to take such other and further actions as may be necessary thereto.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville,
Illinois this _____ day of _____ 2019.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent _____

VILLAGE OF BENSENVILLE
AND
METROPOLITAN ALLIANCE OF POLICE
BENSENVILLE POLICE CHAPTER #165

EFFECTIVE
JANUARY 1, 2019 – DECEMBER 31, 2022

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ARTICLE I. PREAMBLE AND RECOGNITION

Section 1.1 Preamble and Recognition

It is recognized that the interests of providing quality Police protection for the Village of Bensenville will best be served by establishing procedures to provide an orderly method for the Village Board and representatives of the patrolmen employed by the Bensenville Police Department to discuss and resolve matters of salary, economic fringe benefits, and related working conditions. The Village of Bensenville ("Village") therefore recognizes the Metropolitan Alliance of Police Bensenville Police Chapter #165 ("the Chapter") as the sole and exclusive bargaining representative for all sworn full-time peace officers in the rank of Patrolman, excluding all other employees, including, but not limited to, all sworn peace officers above the rank of Patrolman, any employee holding the position of Police Chief, all part-time or temporary employees, any employees excluded from the definition of "peace officer" as defined in subsection 1603(k) of the Illinois Public Labor Relations Act (as it existed on January 1, 1991), all civilian employees, all non-Police Department employees, and all other managerial, supervisory, confidential, professional, and short-term employees as defined by the Act (as it existed on January 1, 1991). The Chapter shall be the sole and exclusive bargaining agent for all full-time sworn peace officers as described herein, regardless of whether assigned to public safety duties, or designated as Police Officer (hereinafter "officer"). This Agreement is made by and between the Village and the Metropolitan Alliance of Police Bensenville Police Chapter #165 for and on behalf of all full-time sworn patrol officers employed by the Village and sets forth the parties' complete agreement on wages and other terms and conditions of employment upon execution of this Agreement through December 31, 2018.

Section 1.2 Fair Representation

The Chapter recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Chapter. The Chapter further agrees to indemnify and hold harmless the Village from any and all liability, including monetary damages and attorneys' fees, resulting from any failure on the part of the Chapter to fulfill its duty of fair representation.

Section 1.3 Dues Deductions

While this Agreement is in effect, upon receipt of proper written authorization from an Employee, the Employer shall deduct each month's Chapter dues in the amount certified by the Treasurer of Chapter from the pay of all officers covered by this Agreement who, in writing, authorize such deductions on a voluntary basis. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made.

The Union will give the Village thirty (30) calendar days' prior notice of any change in the amount of uniform dues to be deducted. A Union member desiring to revoke the dues check off authorization shall do so in accordance with State law.

Section 1.4 Chapter Indemnification

The Chapter shall indemnify, defend, save and hold harmless the Village and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all costs involved, including legal costs incurred by the Village that shall arise out of or by reason of action taken or not taken by the Village, as long as the Village does not initiate or prosecute the cause of action, in complying with the provisions of this Article. If an improper deduction is made, the Chapter shall refund directly to the employee(s) any such amount and report it to the Village within five (5) business days prior to the issuance of the employee's next payroll check.

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HOURS OF WORK AND OVERTIME

Section 1.5 Application of Article

Nothing in this Article or Agreement shall be construed as a guarantee of hours of work per shift, per week, per work cycle, or any other period.

Section 1.6 Normal Work Period and Work Cycle

The current normal work day for all employees shall be eight (8) hours unless otherwise established by the Village in accordance with this Section. The normal work day will be extended or reduced by one (1) hour in the event of seasonal time changes.

The Village shall establish the work schedules for employees which may be changed from time to time by the Village subject to the operational needs of the Police Department. Normal shift schedules shall be based upon a twenty-eight (28) day departmental work cycle. Should it be necessary for the operational needs of the Police Department to alter the normal work day or the normal work cycle or to change the shift schedule of an employee or employees, the Village shall give at least twenty-four (24) hours' notice where practicable to the individuals directly affected by any such change.

Section 1.7 Call-Back Pay

An employee called back to work after having left work shall receive a minimum of two (2) hours work at overtime rates, unless the time extends to his regular work shift or unless the individual is called back to rectify his own error which needs to be corrected before the officer's next regularly scheduled shift.

Section 1.8 Overtime

Each officer covered by this Agreement shall be paid at one and one-half (1 1/2) times their straight time hourly rate of pay for all hours worked in excess of one hundred sixty (160) hours in the employee's twenty-eight (28) day work cycle. Overtime pay shall be received in fifteen (15) minute segments as provided for by the Fair Labor Standards Act. For any employee to be eligible

for overtime pay, the additional time worked must be authorized in advance by the Police Chief or his designee. Paid time off will not count as hours worked for purposes of overtime eligibility with the following exceptions:

- (a) An eligible employee's use of approved vacation;
- (b) Paid sick leave;
- (c) Personal leave;
- (d) Compensatory time; and
- (e) Observance of a paid holiday.
- (f) All overtime shall be paid on the basis of a regular straight time hourly rate calculated by dividing the employee's annual salary by 2,080.

Section 1.9 Required Overtime

The Chief of Police or his designee shall have the right to require overtime work and employees may not refuse overtime assignments. In non-emergency situations the Chief of Police or his designee, as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. However, volunteers will not necessarily be selected for work in progress. Also, specific employees may be selected for special assignments based upon specific skills, ability and experience they may possess. The Chief or his designee will endeavor to equalize overtime opportunities among Patrolman who share the same general duties and work schedule each calendar year. If a Patrolman demonstrates that he has not been offered his fair share of overtime opportunities, he shall be given first preference for overtime in the future until this balance is corrected. Unless circumstances require otherwise, as a general rule, the Chief of Police, or his designee, shall take reasonable steps to fill overtime slots normally worked by patrolmen with patrolmen.

Section 1.10 Compensatory Time

Sworn Personnel may accrue comp time up to sixty (60) hours in a fiscal year. This shall be a rolling total which may be used and replenished in accordance with Police Department Policy each year but shall not exceed a total of sixty (60) hours at any one time. If the employee's accrued comp time would cause the bank to exceed sixty (60) hours, the overtime would be paid in cash. Reduced to forty (40) hours 6 months prior to retirement from the Village.

Compensatory time shall be taken at such times and in such time blocks as are established or agreed to by the Chief of Police or his designee. This scheduling of compensatory time off is subject to the operating needs of the department, and will not be granted where it will require another employee to be called back at overtime rates or where it would leave the department with

insufficient manpower on duty. Subject to the foregoing, permission to use compensatory time shall not be unreasonably denied.

Section 1.11 Court Time

Employees who would otherwise be off-duty shall be paid at the overtime rate of time and one-half ($1\frac{1}{2}$) their regular straight-time hourly rate of pay for all hours worked when appearing in court on behalf of the Village in the capacity of a commissioned officer or when working with a prosecuting attorney to prepare for an off-duty court appearance; off-duty lunch periods shall not be counted toward hours worked. Employees will be paid overtime rates for a minimum of three (3) hours for all off-duty court time worked outside regularly scheduled hours in a single day or actual time spent, whichever is greater, unless the time extends to his regular work shift.

Section 1.12 Court Standby Pay

Sworn personnel, required by notice or order of the Police Department, shall receive 2 hours pay at the overtime rate, if off duty, for court standby. If the officer goes to court, then Section 2.7 shall control his rate of pay and this section shall not be applicable.

Section 1.13 No Pyramiding

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

ARTICLE II. SENIORITY

Section 2.1 Seniority Definition

For purposes of this Agreement, seniority shall be defined as an employee's length of continuous full-time service with the Village, excluding temporary service, since his last date of hire, as set forth in APPENDIX C, attached, less any deductions due to layoff, leave of absence(s) without pay or other non-paid breaks in service. Time spent on military leaves of absence, and time lost due to duty related disability shall be included, up to one (1) year.

If more than one person is hired on the same day, seniority preference will be established by final eligibility test score as posted on the official eligibility list by the Fire and Police Commission.

Section 2.2 Probationary Period - New Employees

All new employees and those hired after loss of seniority shall be considered probationary until they have completed a probationary period of twenty-four (24) months of work. Time absent from duty that is not credited for seniority purposes shall not apply toward satisfaction of the probationary period. During an employee's probationary period, the employee may be suspended, laid off or terminated in accordance with procedures established by the Board of Fire and Police Commission, without cause at the sole discretion of the Village. Such probationary employee shall have no recourse to the grievance procedure or to the Board of Police Commissioners to contest such a suspension, layoff or termination.

Section 2.3 Application of Seniority

Seniority shall be relied upon in selecting vacations, selecting floating holidays and selecting compensatory days off. The Employer, within its discretion, shall consider seniority as a factor in considering applicants for job vacancies and approval for educational reimbursement.

Section 2.4 Termination of Seniority

Seniority and the employment relationship shall be terminated subject to the appropriate procedures of the Board of Fire and Police Commissioners, when an employee:

- (a) quits;
- (b) retires or is retired;
- (c) is discharged;
- (d) falsifies the reason for a leave of absence;
- (e) fails to report with or without prior notice for work for two (2) consecutive working days;
- (f) fails to report to work at the conclusion of an authorized leave of absence;
- (g) is laid off and fails to report for work within seven (7) calendar days after having been recalled;
- (h) is laid off or otherwise has not performed bargaining unit work for the Village for a period in excess of twenty-four (24) months, unless otherwise mutually agreed.

Section 2.5 Reinstatement of Seniority

A Police Officer shall not accumulate seniority rights upon separation from the services due to dismissal, suspension time in excess of 15 continuous days, layoff or retirement. Full

seniority rights shall be reinstated under the following condition; A Police Officer retires due to disability and is later certified by the Police Pension Board to be capable of resuming his duties and is returned to work by the Police Chief.

Section 2.6 Layoff and Recall

Management at its discretion shall determine whether layoffs are necessary unless it is clearly established that such determination is arbitrary. No layoff will occur without at least twenty (20) calendar days' notification to the Labor Union, except in the event of a natural disaster, unanticipated emergency, or act of God in which case such notice is not required. The Village agrees to consult the Labor Union, upon request, and afford the Labor Union an opportunity to propose alternatives to layoff. Layoffs shall be by inverse order of rank seniority.

Section 2.7 Kelly Time/Flex Hours

During periods of time when the normal work schedule is comprised of twelve (12) hour work days, Officers will be eligible to receive sixty (60) hours (computed on a pro-rata basis for partial years) of "flex hours" to reach the 2,080 hours of work per year. The earned Kelly Time can be banked to a cap of sixty (60) hours before it must be used and can be used for training and other purposes with prior notice and approval of the scheduling supervisor. It is understood that the use of flex hours cannot result in overtime pay and therefore employees are encouraged to be flexible when scheduling available flex hours.

ARTICLE III. SICK LEAVE

Section 3.1 Notification

Notification of absence due to sickness shall be given to the Police Communication Center as soon as possible on the first day of such absence, but no later than two (2) hours before the start of the employee's work shift (except in the event the need for time off is not foreseeable in which case one (1) hour is sufficient). Failure to properly report an illness shall be considered as absence without pay and may subject the employee to discipline, as well.

Section 3.2 Medical Examination

The Village may require a doctor's slip attesting to an illness immediately upon the employee's return from such leave. The Village may, where there is reason to suspect abuse or for an absence of three (3) consecutive scheduled work days or more, require an employee seeking to utilize sick leave to submit a doctor's certification of the illness and/or to submit at any time during such leave to an examination by a doctor or nurse designated by the Village. Examinations administered by a physician or nurse selected by the Village shall be paid for by the Village to the extent not covered by insurance.

Section 3.3 Purpose

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. Unfortunately, sick leave abuse sometimes occurs. The parties agree that sick leave abuse is a very serious offense which may result in discipline (up to and including termination).

Section 3.4 Allowance

Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay.

Section 3.5 Days Earned in Accumulation

Employees shall be allowed eight hours (8) of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for more than eighty (80) hours of work. Sick leave cannot be taken before it is actually earned.

Section 3.6 Rate of Payment

Employees shall be paid in hours at their regular, straight-time hourly rate of pay for each hour of sick leave properly utilized.

Section 3.7 Sick Leave Utilization

The Village Manager may allow accrued vacation time to be applied toward a continuing absence due to serious and prolonged illness after an employee has used all of his available sick leave.

The Police Chief may approve an employee's absence for personal reasons unrelated to illness as sick leave to be applied against accrued sick leave days, but in no event more than two (2) such days (sixteen hours) in each calendar year.

Section 3.8 Sick Leave Buyback

An employee cannot accumulate more than four hundred eighty (480) sick leave hours. An employee who has accumulated more two hundred eighty eight (288) sick leave hours may be paid, upon written request, for any sick leave hours in excess of two hundred eighty eight (288) , at a rate equal to one-half of the employee's regular daily wage rate at the time the request is made. Requested payment for accumulated sick leave days shall be made in the first pay period in the December following the request.

Section 3.9 Sick Leave and Retirement

Upon retirement or resignation after five (5) years of employment, an employee shall receive full pay for the first two hundred eighty eight (288) hours of accumulated sick leave, and one-half pay for any additional accumulated sick leave days, up to a maximum of one hundred ninety two (192) sick hours.

Section 3.10 Sick Leave Accrual and Carryover

An employee may accumulate up to four hundred and eighty (480) hours of sick time, and carry said days over from year to year.

ARTICLE IV. ADDITIONAL LEAVES OF ABSENCE

Section 4.1 Military Leave

Military leave shall be granted in accordance with applicable law.

Section 4.2 Bereavement Leave

In the event of death of an immediate family (defined as the employee's legal spouse, children, stepchildren, adopted children, parents, parents of spouse and stepparents, brothers and sisters of employee and spouse or grandparents and grandchildren of employee and spouse) an employee shall be granted up to (3) workdays to be taken as consecutive workdays as bereavement leave. Leave beyond (3) workdays may, upon approval of the Village Manager or his designee, be taken if charged to the employee's sick leave or vacation leave accrual amount, if any.

Section 4.3 Leave for Illness or Injury

- (a) In the event an employee is unable to work by reason of illness or injury, and after the employee has exhausted all accrued sick leave and vacation, the Village may grant a leave of absence without pay for up to one (1) year. During such a leave, seniority shall not accrue for so long as the employee is unable to work, except that for a work related injury compensable under workers' compensation, an employee shall accrue seniority pursuant to statute.
- (b) To qualify for such leave, the employee must report the illness or injury as soon as the illness or injury is known, and thereafter furnish to the Village Manager or his designee a physician's written statement showing the nature of the illness or injury and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, unless bedridden, the employee shall personally appear at the Employer's premises and furnish a current report from the attending doctor at the end of every twenty-one (21) calendar days.

- (c) Before returning from leave of absence for injury or illness, or during such leave, the employee at the discretion of the Village may be required to have a physical examination by a doctor designated and paid for by the Village to determine the employee's capacity to perform work assigned. An unpaid leave of absence for illness or non-job related injury will under no circumstances be granted until an employee's entire accrued sick leave and vacation leave is first exhausted.

Section 4.4 Benefits While On Leave

- (a) Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon return, the Village will place the employee in his or her previous assignment.
- (b) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off pursuant to statute, he shall go directly on layoff.
- (c) During an approved unpaid leave of absence of more than ninety (90) calendar days or during a layoff under this Agreement, the employee shall be entitled to coverage under applicable group health and life insurance plans to the extent permitted under such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

Section 4.5 Non-Employment Elsewhere

Employees, while on leave, shall not accept employment elsewhere without express written approval of the Police Chief.

Section 4.6 Family and Medical Leave Act

The parties agree that Village will abide by the Family and Medical Leave Act of 1993. The Village reserves the right to require employees to use accrued leave as stated in the Act. Nothing in this Section shall limit the Village's ability to provide benefits in excess of what is required by the Act.

ARTICLE V. VACATIONS

Section 5.1 Eligibility and Allowances

Full-time employees shall be eligible for paid vacation time after the completion of one year of service with the Employer. Vacation allowances shall be accrued each anniversary year, based on the following schedule:

Length of Continuous Service	Working Days Vacation Per Year
After completion of one (1) year	80 hours
After completion of five (5) years	120 hours
After completion of fifteen (15) years	160 hours
After completion of twenty-five (25) years	200 hours

Ordinarily, vacation time taken during a given anniversary year shall be the vacation allowance earned during the preceding anniversary year. Exceptions to this policy may be granted in writing by the Village Manager.

Full-time employees shall earn vacation allowances for any month in which they receive compensation for more than one hundred twenty (120) hours of work.

Section 5.2 Vacation Pay

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. Employees who submit a written request at least fifteen (15) days in advance of the start of their vacation will receive, on the last day of work prior to the start of their vacation, their next regularly scheduled paycheck which would normally be paid on a day falling within their scheduled vacation; this provision shall not apply, however, to vacations of less than five (5) consecutive workdays.

Section 5.3 Scheduling and Accrual

Employees shall be awarded vacation time by the Village in accordance with its service needs and the employee's seniority, pursuant to Department policy.

Section 5.4 Cancellation of Vacation

Should an emergency arise at the time of vacations, any or all employee vacations may be canceled provided that the employees' services are needed.

Section 5.5 Vacation Rights in Case of Layoff or Separation

Any employee who is laid off for more than five (5) working days, or who retires or voluntarily quits prior to taking his vacation, shall be compensated in cash for the unused vacation he has properly accumulated but not used at the time of separation, provided the employee gives at least two (2) weeks' notice in the event of retirement or resignation. Payment shall be made within thirty (30) days of separation from active employment.

ARTICLE VI. HOLIDAYS

Section 6.1 Holidays and Holiday Pay

The following are paid holidays for eligible employees:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

All officers covered by this Agreement shall be paid eight (8) hours of that officer's regular straight time pay for each of the above listed holidays, whether they work said holidays or not. All officers assigned to the patrol division may choose to use up to four (4) of the above listed holidays as floating holidays as time off with the approval of the Chief instead of receiving the eight (8) hours of that officer's regular straight time pay for the holiday per year. The floating holidays must be used before the end of the year. In the event that an employee is paid for the floating holiday(s) before the actual holiday has occurred and the employee is terminated or goes on paid leave that is expected to extend to the end of the year, the Village will deduct the amount from the employee's final check.

With the approval of the Police Chief, employees may choose three (3) floating holidays (twenty-four hours) per year. New employees hired after July 1, and before October 1, shall receive one (1) floating holiday in the year of hire. The three (3) floating holidays shall accrue at the start of the calendar year.

Section 6.2 Eligibility Requirements

Employees on unpaid leave of absence, including Workers' Compensation, on the days before and after a holiday, shall not be eligible for holiday pay.

Section 6.3 Compensations for Working Holidays

All Officers covered by this Agreement who are assigned to work on one (1) of the above listed holidays (but not floating holidays) shall receive that officers' regular hourly straight rate of pay for the shift assigned in addition to the holiday pay. Officers receive an additional eight (8) hours of pay, whether or not they work on the designated holidays. Additionally, an Officer who actually works a full shift on a designated holiday (listed in 7.1 but not floaters) will receive twelve (12) hours of pay on those days.

ARTICLE VII.

INSURANCE

Section 7.1 Insurance Coverage

The Village shall continue to make available to full-time employees and their dependents group health and hospitalization insurance coverage and benefits. Further, the Village shall offer full-time employees the option of coverage under a Health Maintenance Organization (HMO) or a Preferred Provider Organization (PPO) selected by the Village which offers substantially similar health and hospitalization coverage and benefits as provided under the group insurance plan.

Section 7.2 Cost

The Village will pay eighty-five percent (85%) of the cost of premiums for full-time employees' individual health and hospitalization insurance. The Village will pay eighty-five percent (85%) of the cost of the premiums for full-time employee's dependent group health and hospitalization insurance. The aforementioned contribution is based upon the health option selected by the officer.

Section 7.3 Cost Containment

The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, preferred provider option, and mandatory out-patient elective surgery for certain designated surgical procedures. Employees will be given advance notice of any such cost containment measures before they are instituted.

Section 7.4 Life Insurance

The Village shall provide full-time employees, at no cost to the employee, life insurance coverage equal to twice the employee's annual base salary.

Section 7.5 Right to Change Insurance Carriers

The Village retains the right to select and change insurance carriers for employee insurance or otherwise provide for coverage as long as the level of benefits remains relatively equal. Before making any changes in deductibles, co-payments or any changes in benefits beyond the limitation set forth above, the Village must first negotiate with the Chapter.

Section 7.6 Dental Insurance

The Village shall make available to full-time employees and their dependents dental insurance coverage. The Village will pay 100% of the cost of premium for full-time employee's individual dental premium. Employees electing family dental coverage will pay 100% of the premium above the individual rate. The Village retains the right to select and change insurance carriers and institute cost containment measures, so long as the basic level of insurance benefits remains substantially similar. Employees will be given advanced notice of any such cost containment measures before they are instituted.

Section 7.7 Terms of Insurance Policies to Govern

The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions or disputes concerning said insurance policies or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure to be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Village, employee or beneficiary of any employee.

ARTICLE VIII. GRIEVANCE PROCEDURE

Section 8.1 Definition

A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Chapter against the Village that there has been an alleged violation, misinterpretation or misapplication of an express provision of this Agreement, except that any dispute concerning a matter or issue subject to the jurisdiction of the Bensenville Board of Fire and Police Commission shall not be considered a grievance under this Agreement.

Section 8.2 Procedure

If any peace officer covered by this Agreement has a grievance concerning the interpretation or application of the express terms of this Agreement, the grievance shall be processed as follows.

Step 1: Immediate Supervisor

The parties agree that attempts should be made to resolve problems informally if possible. If an officer has a grievance, it shall be submitted in writing to the officer's immediate supervisor within seven (7) calendar days after the first event giving rise to the grievance. The grievance shall be in writing and shall set forth the full facts on which it is based, the express term or terms of this Agreement allegedly violated, and the specific relief sought. The officer's immediate supervisor shall respond in writing within seven (7) calendar days of this discussion.

Step 2: Appeal to Police Chief

If the grievance is not settled in Step 1, the aggrieved officer may appeal the grievance to the Police Chief within seven (7) days from receipt of the Step 1 answer. The appeal shall be in writing and shall set forth the full facts on which it is based, the express term or terms of this Agreement allegedly violated, and the specific relief sought. The aggrieved officer, a Chapter representative, and the Police Chief, or the Police Chief's designee will discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Police Chief will respond in writing within seven (7) days of the meeting.

Step 3: Appeal to Village Manager

If the grievance is not settled at Step 2, the Chapter may submit a written appeal to the Village Manager within seven (7) days after receipt of the Step 2 answer. A meeting between the Village Manager, or the Village Manager's designee, and a Chapter representative will be held at a mutually agreeable time. If no settlement is reached at such meeting, the Village Manager, or the Village Manager's designee, shall provide a written response within ten (10) days of the meeting. Such response shall be final.

Section 8.3 Grievance Arbitration

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, by delivering a written notice of referral to the Chief within seven (7) calendar days of receipt of the Village's written answer as provided to the employee at Step 3 or within seven (7) calendar days of when the Step 3 answer is due:

- (a) The parties shall attempt to agree upon an arbitrator with seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Either party may request that the panel be composed entirely of members of the National Academy of Arbitrators, and/or that the arbitrator be from Illinois, Indiana or Wisconsin. Both the Village and the Union shall have the right to strike three (3) names from the panel, with the party requesting arbitration striking the first name. One party shall strike a name, the other party shall then strike a name, and this shall continue until one name remains. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.
- (c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one (1) grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 8.4 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact

as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1, except when the parties stipulate to a joint statement of the grievance. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 9.4 shall be final and binding on the Village, the Union and the employees covered by this Agreement. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. No decision or remedy of the arbitrator shall be retroactive beyond the period specified in Step 1 of this grievance procedure.

Section 8.5 Time Limits

No grievance shall be entertained or processed unless it is filed within the time limits set forth above. If a grievance is not appealed within the time limits set forth above, it shall be considered settled on the basis of the last answer provided by the Village. If the Village fails to provide an answer within the time limits set forth above, the grievance may be appealed to the next step. The parties may mutually agree in writing to extend any time limits set forth in this Article.

ARTICLE IX. GENERAL PROVISIONS

Section 9.1 Outside Employment

An employee shall not undertake, contract for or accept anything of value in return for services, nor shall he otherwise be self-employed for remuneration, nor shall he be employed for remuneration by employers other than the Village, except with the approval of the Chief of Police. Any person who wants such approval must make written application to the Chief of Police; approval may be granted only when it appears that such activity will not interfere with the performance of Village duties, impair the usefulness of the employee, or conflict with the mission, goals or objectives of the Village. The Chief of Police must respond in writing to an application within a reasonable time. Once granted, permission for such outside activity may be revoked by the Chief of Police where it appears to the Chief of Police that such activity interferes with the performance of Village duties, impairs the usefulness of the employee, or conflicts with the mission, goals or objectives of the Village. The Chief of Police must state in writing to the employee his specific reasons for a denial or revocation of permission for outside employment. The employee and the Union agree to indemnify and hold harmless the Village against any claims against the Village or its officials that may arise as a result of the outside employment.

Section 9.2 Application of Agreement to MEG Unit and Other Special Assignment Employees

Notwithstanding anything to the contrary in this Agreement, officers who are assigned to the Metropolitan Enforcement Group ("MEG") or to any other governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directives may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of this Agreement. Without in any way limiting the generality of the foregoing, the practices, policies, procedures and directives of MEG applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Articles IV of this Agreement. Wages, insurance or other direct economic benefits shall continue to be governed by the terms of this Agreement.

Section 9.3 Fitness Examinations

If there is reasonable question as to an employee's fitness for duty, the Police Chief may require, at the Village's expense that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the Village. The Village may also require all employees to take a complete physical exam once a year. This exam will be paid for by the Village. Also, the employee may obtain a second opinion from the physician of his choice at the Village's expense. If the second opinion is different from the first physician's, then a third opinion shall be obtained from a physician of mutual choice by the Village and employee. The

third opinion will be paid for by the Village. The exam shall be conducted no later than 14 days from the date of notice.

Section 9.4 Bulletin Board

The Village will make available space on a bulletin board in the Police Department for the posting of official Union notices which are germane to its role as the exclusive bargaining representative and which are not political, defamatory or partisan in nature. The Union will limit the posting of Union notices to such bulletin board.

Section 9.5 Solicitation Language

While the Village acknowledges that bargaining unit employees may conduct solicitation of Bensenville merchants, residents or citizens, the Chapter agrees that no bargaining unit employee will solicit any person or entity for contributions on behalf of the Bensenville Police Department or the Village of Bensenville.

Bargaining unit members agree that the Village name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation for the benefit of the collective bargaining representative by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit employees agree that they will not use the words "Bensenville Police Department" in their name or describe themselves as the "Village of Bensenville." Bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all patrol-rank police officers employed by the Village.

The foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public. Each party hereto agrees that they will comply with all applicable laws regarding solicitation.

This Section 10.5 does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.

Section 9.6 Residency

As a condition of employment, every officer must live in the State of Illinois.

The residency requirement is not required prior to employment, but within one (1) year after completion of probationary period.

Section 9.7 Part-time Officers

The use of part-time officers shall not result in layoff or reduction of normal hours for members of the bargaining unit.

Section 9.8 Posting

Whenever a new full-time assignment for sworn officers is created or becomes open, the Chief of Police shall post the opening for officers to apply for a reasonable amount of time before the position is filled.

ARTICLE X. WAGES

Section 10.1 Wages

Base wages are set forth on the Wage Schedule attached to this Agreement on Appendix A. Any retroactive pay due to covered employees under this agreement shall be due on all hours for which the effected employees were compensated including, but not limited to, straight-time hours, overtime hours, holiday pay, and personal holidays. Such retroactive pay shall be paid within thirty (30) days of the execution of this agreement.

Section 10.2 Performance

The Village reserves the right to freeze in place for unsatisfactory performance and not grant an automatic step increase. In April of each year, the Chief of Police shall review all officers' performance and discipline record and determine if any officer should be frozen within his step. In the event an officer is frozen within a step, his performance and discipline will be reviewed semiannually by the Chief of Police to determine if the freeze will remain in effect. Unsatisfactory performance would fall into one of the two following categories:

Repeated discipline violations which in the judgment of the Chief of Police cannot be corrected by suspension or re-instruction.

Substandard work performance which, in the judgment of the Chief of Police, cannot be corrected by suspension or re-instruction.

Section 10.3 Experience Credit

If a patrolman is hired by the Board of Police Commission with experience as a sworn police officer, the Village, at its discretion, may give him credit for pay purposes of up to one (1) year for each one (1) year of full-time experience with a maximum of five (5) steps on the pay plan.

The Village, also may, at its discretion, give him service credit for vacation accrual purposes of up to one (1) year for each one (1) year of full-time service as a police officer for purposes of reaching the fifteen working day level of vacation accrual only. This service credit may not be utilized for vacation scheduling purposes, and may not be utilized for purposes of attaining higher levels of vacation accrual (which may be attained only with Village service credit).

Section 10.4 Seniority Credit

If a patrolman is rehired by the department, he shall receive seniority credit for pay purposes only. This would include experience credit from another department.

Section 10.5 Acting Shift Commander

Sworn personnel who perform the duties of Shift Commander for any 4 hour minimum period to get Acting Shift Commander are entitled to one and a half (1.5) hours of straight time pay in an addition to the affected officer's regular straight time hourly rate.

Section 10.6 Field Training Officer

Sworn personnel who perform the duties of Field Training Officer are entitled to an additional two (2) hours of compensation at that officer's regular straight time hourly rate of pay for each day in which the affected officer serves in said capacity. Additional time above the regular twelve (12) hours spent in said day will not be compensable with overtime unless the time extends beyond one hour, in which case the overtime provisions begin with that second hour. Additional time above the regular twelve (12) hours will be compensable with overtime if the reason for the additional time is for the performance of non-field training officer functions.

Any officer required to act as a Field Training Officer for a part-time or full-time officer shall receive premium compensation as set forth in this Section, regardless of whether the affected officer is formally certified or designated as a Field Training Officer. In addition, the Village agrees to indemnify any officer acting in the capacity of a Field Training Officer to the extent required by law.

Section 10.7 Specialty Assignment/Detective Premium Payment

Sworn personnel who are designated to perform duties as a detective will experience an increase in their Base Rate of Pay in an amount that is equal to a three percent (3%) beyond the Base Rate of Pay that the detectives would have received had they performed duties as a patrol officer pursuant to this Agreement. When an employee's Specialty Assignment as a detective ends (for any reason) his/her Base Rate of Pay will revert back to the rate applicable to sworn personnel who are not assigned to perform duties as a detective.

ARTICLE XI. UNIFORM ALLOWANCE

Section 11.1 Uniform Allowance

Any new employee hired by the Village shall be provided with an initial allocation of clothing and equipment pursuant to the list attached as Appendix B, as it may be changed from time to time. Effective 1/1/19, sworn personnel (including detectives) shall receive a uniform allowance of \$1,000 per fiscal year. The uniform allowance also may be used for the purchase of any items contained on the list attached as Appendix B, as it may be changed from time to time, provided:

- (a) The Police Chief or his designee determines that an employee's clothing or equipment is damaged beyond repair through causes other than negligence of the employee; or

- (b) The Police Chief or his designee determines that an employee's clothing or equipment is worn and in need of replacement because of ordinary wear and tear; or
- (c) The Police Chief or his designee specifies new or additional items of uniform clothing and personal equipment.

In order to accommodate the purchase and replacement of expensive uniform items, as approved by the department, the employee may accumulate unused amounts to which he or she is entitled from year to year.

Section 11.2 Body Armor

The Village agrees to provide each covered employee with body armor (vest) upon being hired. The Village shall replace at least six (6) employee's vests each year for the life of the contract on a rotating basis as set forth in Appendix D, attached, per the manufacturer's specifications. The parties recognize that the Village may replace less than six vests if less than six are required to be replaced per manufacturer's specifications. The Village reserves the right to require officers to wear said armor at any time.

ARTICLE XII. EDUCATIONAL REIMBURSEMENT

Section 12.1 Job Related Training and Education Program

The Village encourages employees to continue their education and improve their job related skills. The Village provides a Tuition Reimbursement Program for regular full-time employees who have successfully completed their introductory/probationary period. The employee must be in good standing with the Village, meaning the employee must, at a minimum, meet performance expectations as verified by the supervisor, and have no performance or disciplinary actions pending.

All requests for attendance at seminars, schools, or enrollment in outside formal educational programs for which the employee desires financial reimbursement are subject to the approval of the Department Head and Village Manager. Village requirements for course reimbursements shall be predicated on the attainment of a grade of B or better (or Pass, in those instances where applicable). All class attendance and class work will take place during non-work hours.

Participation in the Tuition Reimbursement Program will be determined by availability of funds in the Tuition Reimbursement budget. Qualifying tuition reimbursement shall not exceed the tuition and fees charged by Northern Illinois University (NIU) for the equivalent coursework. Employees are not restricted to enroll in programs based on cost; however tuition and fees in excess of the equivalent coursework at NIU are not eligible for reimbursement by the Village.

Reimbursement for degree programs is a major investment made by the Village in the development of a particular employee. The courses must be designed to maintain or improve the

skills required of the employee in his/her current job assignment or they must be necessary to meet express requirement of the Village. It follows that the employee must continue working for the Village for some period of time in order to qualify for this reimbursement. Accordingly, before such a program will be approved, the employee must sign a written agreement to reimburse the Village for 100% of the degree program cost paid by the Village on the employee's behalf for any semester (or applicable unit) if the employee leaves Village within two (2) years of the end of the semester (or applicable unit).

ARTICLE XIII. DRUG TESTING

Section 13.1 Drug Testing

The Police Chief or his designee may require an employee to submit immediately to a urine and/or blood test where there is a reasonable, individualized suspicion of improper drug or alcohol use. This includes, but is not limited to, direct observation, indirect observation, symptoms of drug or alcohol use, information pertaining to an employee's use of drugs or alcohol or any other means of reasonable individualized suspicion. Upon request, the Village shall provide an employee who is ordered to submit to any such test with a written statement of the basis for the Village's reasonable suspicion within twenty-four (24) hours of when the test is administered. The Village may also engage in random testing to the extent permitted by law. Employees may be randomly tested no more than two (2) times per calendar year unless otherwise specified in this Agreement. The Village also reserves the right to require a drug/alcohol test of all applicants seeking to be transferred into the bargaining unit.

The Village shall use laboratories which are certified by the State of Illinois pursuant to the Illinois Clinical Laboratory Act or that meet the accreditation requirements of the National Institute of Drug Abuse (NIDA) (or its successor) to perform drug and/or alcohol testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. Prior to the test, employees shall identify any prescription drugs which they may have taken recently, and the approximate time and dosage taken. Any positive test results which are attributable to prescription drugs taken in accordance with a physician's prescription and instructions shall not be used in any manner adverse to the employee. The passing of urine will not be directly witnessed unless the laboratory does not have a "clean room" for submitting samples, or where there is reasonable suspicion to believe that the employee may tamper with the testing procedure. In the case of urine or blood testing, if the first test results in a positive finding, a GC/MS (gas chromatography mass spectrometry) confirmatory test, or an equivalent or more scientifically accurate confirmatory test shall be conducted.

In the case of a drug test, prior to being submitted to the Village, positive drug test results will first be submitted by the laboratory to a designated Medical Review Officer (MRO) for verification. The MRO shall offer employees with positive test results a reasonable opportunity to establish that their results were caused by the use of lawful substances, of the lawful use of controlled substances, or otherwise are in error. If the MRO determines that a positive lab result is consistent with legal drug use or the result was otherwise in error, the MRO will report the result

as negative. The MRO shall not disclose medical information provided by the employee during test verification process, except that the MRO may disclose such information to the Village or appropriate federal agencies or designees if required to by law or in the MRO's reasonable medical judgment, the continued performance by the employee of his or her job could pose a significant safety risk. After verification by the MRO, all confirmatory drug test results will be submitted to the Village.

An initial positive screening test shall not be submitted to the Village; only GC/MS confirmatory drug test results verified by the MRO and confirmatory alcohol test results will be reported to the Village. If the Village, contrary to the foregoing, receives the results of a positive first test which is not confirmed as provided above, such information shall not be used in any manner adverse to the employee. Within two (2) days of receipt, the Village shall provide an employee with a copy of any test results which the Village received with respect to such employee. The Village shall be liable for the costs of any tests conducted at the Village's direction.

Test results will be confidential and use of these results shall be only for purposes established by this contract or for other lawful purposes. A portion of the test sample, if positive, shall be retained by the laboratory for six (6) months so that the employee may arrange or another confirmatory test (GC/MS) to be conducted by a laboratory certified by the State of Illinois pursuant to the Illinois Clinical Laboratory Act or that meets the accreditation requirements of the National Institute of Drug Abuse (NIDA) (or its successor) to perform drug and/or alcohol testing of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the Village, the Village shall not be responsible for monitoring the proper chain of custody for said portion of the tested sample.

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

	Initial Test Level
Marijuana metabolites	50 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below.

	Confirmatory Test Level
Marijuana metabolites*	15 ng/ml
Cocaine metabolites**	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml

Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml
*Delta-9-tetrahydrocannabinol-9-carboxylic acid	
**Benzoyllecgonine	

Any tests for other prescription or illegal drugs shall use the screening test cut-off levels and the confirmatory GC/MS test cut-off levels for such drugs established by the testing laboratory selected by the Village in accordance with NIDA standards, if any.

Section 13.2 Breath Alcohol Test to be Conducted

Should the Village test for the presence of alcohol through the use of a breathalyzer instead of a blood or urine sample, the testing will be conducted in a private setting by trained breath alcohol technicians ("BAT") who are not Village employees, using DOT-approved evidential breath testing devices ("EBT") that display and print test results. A breathalyzer test result showing an alcohol concentration of .020 or more shall be considered positive, and results showing an alcohol concentration of .0199 or less shall be considered negative.

Section 13.3 Violation of Drug/Alcohol Policy

The use, sale, possession, purchase or delivery of illegal drugs at any time (on or off the job) while employed by the Village (except as required in the line of duty), abuse of prescribed drugs, failure to report to supervisors any known adverse side effects of medication or prescription drugs that the employee may be taking, consumption, sale, purchase, delivery or possession of alcohol while on duty (except as required in the line of duty), or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level or more than .02%) shall be cause for discipline, including termination. (NOTE: The foregoing standard shall not preclude the Village from attempting to show that test results below .02% (blood alcohol level) demonstrate that the employee was or would be unable to properly perform his or her job duties, but the Village shall bear the burden of proof in such cases.) The Village recognizes there may be situations in which an employee tests positive for illegal drugs or alcohol, but disciplinary action would not be in the interests of the employee or the Village and instead the employee may be placed on rehabilitation in these situations.

All matters concerning discipline and discharge are governed by the rules of the Board of Police Commissioners.

Section 13.4 Requests for Assistance

Voluntary requests for assistance with drug and/or alcohol problems (i.e., where no test has previously been given or ordered pursuant to the foregoing provisions) shall be held strictly confidential. An employee voluntarily seeking assistance shall not be disciplined (except for failure to fulfill obligations under an employee assistance/treatment program), but may be subject to

random testing during and for one (1) year following successful completion of an employee assistance/treatment program. The Village's obligation to pay for treatment for alcohol/substance abuse shall be limited to services provided by the Village's medical insurance plan in which the employee is enrolled. An employee will be allowed to use all accrued sick leave, vacation and compensatory time off while attending a treatment program, and will be granted an unpaid leave of absence to complete such program after exhausting such paid time off.

This section shall not in any way limit the Village's right to discipline an employee for conduct that is otherwise subject to discipline even though it may have been aggravated by drug or alcohol use.

Section 13.5 Officer Involved Shootings

The Employer and the Union agree to the following policy to be implemented in accordance with Illinois Public Act 100-389.

1. Union members shall be required to abide by the Department's General Order regarding "Use of Deadly Force," including the requirement that each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389 or any similar state law.
2. For the purposes of clarity, the parties agree that a person "involved in" an officer involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.
3. The term "involved in" an officer-involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term "involved in" include officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.
4. The provisions of the collective bargaining agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.
5. Any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered with a warrant.

ARTICLE XIV. NO STRIKE - NO LOCKOUT

Section 14.1 No Strike

Neither the Chapter nor any officers, agents or employees will authorize, instigate, promote, sponsor, aid, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slowdown, sit-down, stoppage of work, concerted refusal to perform overtime, mass resignations, mass absenteeism or any other intentional interruption of the operations of the Village, regardless of the reason for so doing. Any violation of this Section shall be just cause for discipline, up to and including discharge. The failure to impose a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 14.2 No Lockout

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter so long as there is no violation of Section 12.1 (No Strike).

Section 14.3 Chapter Official Responsibility

Each employee who holds the position of officer or steward or Chapterman of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of Section 16.1 of this Article, the Chapter agrees to inform its members of their obligations under this Agreement, to direct them to return to work and to cooperate with the Village in urging employees to return to work.

Section 14.4 Judicial Restraint

Nothing contained herein shall preclude the Village from obtaining a temporary restraining order, damages and other judicial relief in the event the Chapter or any employees covered by this Agreement violate this Article.

ARTICLE XV. MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains traditional rights to manage and direct affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to determine the Village's mission, objectives, policies and budget and to determine and set all standards of service offered to the public; to supervise and direct employees and their activities as related to the conduct of Village affairs; to schedule and assign work; to assign or to transfer employees within the Village; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to layoff or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to contract out for goods and services; to make and enforce reasonable rules and regulations; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to take any and all actions as may be necessary to carry out the mission

of the Village in situations of civil emergency conditions as may be declared by the President of the Board of Trustees or the Village Manager, which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and providing that all provisions of this Agreement shall be immediately reinstated once a civil emergency condition ceases to exist.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

The parties recognize that the Police Commission of the Village of Bensenville has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Police Commission.

ARTICLE XVI. SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency, or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect. In such event, the Village and the Chapter agree to promptly begin negotiations on a substitute for the invalidated article, section, or portion thereof.

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the Village by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

ARTICLE XVII. ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in the Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement, or with respect to the effects upon employees of the Village's exercise of its rights under the Agreement, even though such subjects or matters or effects may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is agreed that the Village may unilaterally exercise any management rights consistent with Article XIV even though the exercise of such rights may involve subjects or matter not referred to or covered in this Agreement.

ARTICLE XVIII. TERMINATION

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31st day of December, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no less than sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and effect during the period of negotiations and until termination of this Agreement after proper notice is provided in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____day of_, 2019.

Executed this day of_____, 2019, after receiving official approval by the Village President and Board of Trustees and ratification by the Chapter's membership.

METROPOLITAN ALLIANCE OF VILLAGE OF BENSENVILLE, ILLINOIS: POLICE,
BENSENVILLE CHAPTER #165:

_____	_____
_____	_____
_____	_____
_____	_____

APPENDIX A
WAGE SCHEDULE

Steps	<u>Current</u>	3%	2%	2%	3%
		<u>Effective</u> <u>1/1/2019</u>	<u>Effective</u> <u>1/1/2020</u>	<u>Effective</u> <u>1/1/2021</u>	<u>Effective</u> <u>1/1/2022</u>
1	67,987.40	70,027.02	71,427.56	72,856.11	75,041.80
2	70,565.03	72,681.98	74,135.62	75,618.34	77,886.89
3	74,413.07	76,645.46	\$78,178.37	\$79,741.94	82,134.20
4	77,343.79	79,664.10	\$81,257.39	\$82,882.53	85,369.01
5	81,270.02	83,708.12	\$85,382.28	\$87,089.93	89,702.63
6	87,714.69	90,346.13	\$92,153.05	\$93,996.11	96,815.99
7	95,271.08	98,129.21	100,091.79	102,093.63	105,156.44

Each Officer covered by this Agreement assigned to perform the duties of Acting Shift Commander and Field Training Officer shall receive compensation as set forth in Sections 11.5 and 11.6, respectively. Each Officer covered by this Agreement who is designated to perform a Specialty Assignment as a detective will receive the 3% increase in his/her Base Rate of Pay pursuant to Section 11.7.

APPENDIX B UNIFORM LIST

Furnished at time of Initial Employment 2 badges

1 hat shield
2 nameplates
1 hat band
1 metal ticket book holder
1 radio strap
1 radio holder
1 portable radio battery
1 station key
1 tie bar
1 portable radio battery
1 wallet badge and badge wallet 4 long sleeve uniform shirts 4 short
sleeve uniform shirts 4 uniform pants
2 ties
1 pair shoes or boots
1 uniform hat
1 winter hat
1 raincoat and hat cover
1 uniform jacket
1 garrison belt
1 pair high water rubber pull-over boots

Items Able to be Purchased with Uniform Allowance After One Year of Employment

All above listed equipment
Metal clip board
Basket weave leather goods*
Nightstick/PR24*
Navy blue turtlenecks
Knife (folding type)
Handcuffs*
Uniform sweater
Bullet proof vest covers Black
gloves
Flashlight

*Required items which may only be replaced with uniform allowance

APPENDIX C

BENSENVILLE POLICE DEPARTMENT METROPOLITAN ALLIANCE OF POLICE CHAPTER #165

Seniority List:

1. Eickelmann, Dean 05-02-2000
2. Heppert, Christopher 09-20-2000
3. Linkowski, Michael 03-22-2001
4. Larson, Michael 06-14-2002
5. Stephens, Dexter 06-14-2002
6. Laporte, Richard 09-04-2002
7. Banks, Kevin 08-15-2005
8. Navarro, Jose 09-07-2006
9. Gilligan, Thomas 03-24-2008
10. Herrera, Saul 06-16-2008
11. Reynolds, Brandon 10-06-2008
12. Melone, Joseph 02-03-2009
13. Kotlewski, Steven 12-30-2009
14. Labuz, Walter 09-10-2012
15. Cha, Aaron 11-27-2012
16. Staffeldt, Christopher 08-12-2013
17. Caliendo, Jennifer 09-09-2013
18. Mirandola, Carmen 09-30-2013
19. Valois, Alison 11-11-2013
20. Jones, Christopher 09-22-2014
21. Casillas, Christian 12-26-2014
22. Scanlan, Patrick 03-18-2016
23. Palasiewicz, Michael 12-19-2016
24. Mathew, Libu 09-05-2017
25. Davies, Anderson 08-06-2018

APPENDIX D
VEST REPLACEMENT SCHEDULE
UPDATE AS APPLICABLE

Employee	Approximate Date Issued	Approximate Date
Banks, Kevin	5/1/2011	5/1/2016
Caliendo, Jennifer		4/1/2018**
Casillas, Kristian	3/1/2015	3/1/2020
Cha, Aaron	9/1/2012	9/1/2017
Davies, Anderson	8/6/2018	8/6/2023
Eickelmann, Dean	5/1/2015	5/1/2020
Gilligan, Thomas	2/1/2014	2/1/2019
Heppert, Christopher	11/1/2009	1/1/2016*
Herrera, Saul	4/1/2015	4/1/2020
Jones, Christopher	12/1/2014	12/1/2019
Kotlewski, Steven	6/1/2015	6/1/2020
La Porte, Richard	5/1/2011	5/1/2016
Labuz, Walter	12/1/2012	12/1/2017
Larson, Michael		1/1/2016*
Linkowski, Michael		1/1/2016*
Mathew, Libu	9/5/2017	9/5/2022
Melone, Joseph	9/1/2014	9/1/2019
Mirandola, Carmen		9/1/2017**
Navarro, Jose	10/1/2012	10/1/2017
Palasiewicz, Michal	12/16/2016	12/19/2021
Reynolds, Brandon	4/1/2014	4/1/2019
Scanlan, Patrick	3/18/2016	3/18/2021

Staffeldt, Christopher	10/1/2013	10/1/2018
Stephens, Dexter		1/1/2016*
Valois, Alison	2/1/2014	2/1/2019

* Replacement Date Expired ** Had
Vest When Hired

SIDE LETTER OF AGREEMENT #1

This side letter of agreement is entered into by Metropolitan Alliance of Police #165 and The Village of Bensenville. The purpose of this agreement is to clarify understandings that were made during negotiations for a successor agreement. The term of such agreement shall be from January 1, 2019 through December 31, 2022.

Specifically the Village and the Union agree that if during the term of this agreement, The Village realizes an increase to its healthcare costs, specifically related to an excise tax (Cadillac Tax). The Village agrees to meet and negotiate over the impact of said increase.

Metropolitan Alliance of Police
Bensenville Police Chapter #165

Village of Bensenville

**ARTICLE XVIII.
TERMINATION**

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31st day of December, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no less than sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and effect during the period of negotiations and until termination of this Agreement after proper notice is provided in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2019.

Executed this day of _____, 2019, after receiving official approval by the Village

President and Board of Trustees and ratification by the Chapter's membership.

METROPOLITAN ALLIANCE OF
POLICE, BENSENVILLE CHAPTER #165:

VILLAGE OF BENSENVILLE, ILLINOIS:

_____ 
