

Village Board

Village President

Frank DeSimone

Trustees

Rosa Carmona

Ann Franz

Marie T. Frey

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 COMMITTEE OF THE WHOLE AGENDA

6:30 PM May 21, 2019

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- V. APPROVAL OF MINUTES
 1. *March 19, 2019 Committee of the Whole Meeting Minutes*
- VI. **REPORTS OF VILLAGE DEPARTMENTS**
 - A. Administration – No Report
 - B. Community and Economic Development
 1. *Presentation of 2018 Development Report*
 2. *Introductory Presentation of the DuPage County Route 83 Corridor Plan*
 - C. Finance – No Report
 - D. Police Department
 1. *Consideration of an Intergovernmental Agreement Between the Village of Bensenville and Bensenville Elementary School District No. 2 for a School Resource Officer*
 2. *Consideration of a Ordinance of the Village of Bensenville DuPage and Cook Counties, Illinois Amending Chapter Two of Title Five of the Bensenville Village Code to Regulate Motor Vehicle Stopping, Standing, or Parking*
 - E. Public Works
 1. *Consideration of a Resolution Waiving Competitive Bidding and Authorizing a Purchase Order to Roesch Ford of Bensenville, Illinois for the Purchase of Three (3) Police Vehicles and Three (3) Premium Care Warranties in the Not-to-Exceed*

Amount of \$109,140

2. *Consideration of a Resolution Authorizing the Execution of an Engineering Service Contract with Strand Associates, Inc. to Perform Village-Wide Lift Station Assessment Project in the Not-to-Exceed Amount of \$47,680*
3. *Consideration of a Resolution Authorizing the Execution of a Contract with Superior Road Striping, Inc. of Melrose Park, IL for the 2019 Pavement Striping Program in the amount of \$13,511.20*
4. *Consideration of an Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by any Other Method in a Designated Area near 811 E. Grand Avenue (commonly known as the Old Legends site) in the Village of Bensenville, Illinois*
5. *Consideration of an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending Title 8, Chapter 10 and Title 6, Chapter 5 of the Bensenville Village Code to Update the Comprehensive Forestry Management Plan*

F. Recreation – No Report

VII. INFORMATIONAL ITEMS

VIII. UNFINISHED BUSINESS

IX. EXECUTIVE SESSION

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

X. ADJOURNMENT

TYPE:Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**May 21, 2019**DESCRIPTION:**March 19, 2019 Committee of the Whole Meeting Minutes**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

DRAFT_190319_COW

Upload Date

5/15/2019

Type

Cover Memo

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

**MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE
March 19, 2019**

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

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

President DeSimone, Franz, Lomax, Panicola, Perez

Absent: Carmona, Jaworska

A quorum was present.

Staff Present: E. Summers, J. Caracci, B. Dooley, T. Finner, D. Schulze A. Thakkar, S. Viger, C. Williamsen

Public Comment: There was no Public Comment.

Approval of Minutes: The February 19, 2019 Committee of the Whole Meeting minutes were presented.

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

All were in favor. Motion carried.

IRMF: Village Manager, Evan Summers, presented a Resolution Approving Participation of Certain Elected Officials in the Illinois Municipal Retirement Fund.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

550 N. Route 83: Village Manager, Evan Summers, presented an Ordinance approving a Variance to Allow an Electronic Message Center Sign at 550 N IL Route 83.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

2019 Zoning Map: Village Manager, Evan Summers, presented a Resolution Approving the Adoption of the 2019 Bensenville Zoning Map.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

Hoer Construction: Village Manager, Evan Summers, presented a 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.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

Bolder Construction: Village Manager, Evan Summers, presented a 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.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

Teklab, Inc.: Village Manager, Evan Summers, presented a 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.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

St. Aubin Nursery: Village Manager, Evan Summers, presented a 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 \$32,400.

There were no questions from the Committee.

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

Director of Public Works, Joe Caracci, requested to amend this action item to an increased amount of \$37,500 so the arboretum planting can be completed in 2019

Motion: Trustee Franz made a motion to increase the not to exceed amount for the action item to \$37,500 and to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Lomax seconded the motion

All were in favor. Motion Carried.

KSA Lighting: Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of a Purchase Order to KSA Lighting Inc. in the not-to-exceed amount of \$30,000.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

Diversified Audio Group: Village Manager, Evan Summers, presented a 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.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

American Mobile Staging: Village Manager, Evan Summers, presented a 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.

There were no questions from the Committee.

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

All were in favor. Motion Carried.

Unfinished

Business: There was no unfinished business.

Executive

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

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

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 6:43 p.m.

Corey Williamsen
Deputy Village Clerk

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

TYPE:Presentation**SUBMITTED BY:**S. Viger**DEPARTMENT:**Community and Economic
Development**DATE:**05.21.19**DESCRIPTION:**Presentation of 2018 Development Report**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:**

N/A

DATE:

05.21.19

BACKGROUND:

1. For the past several years the CED team has compiled this summary report.
2. The Report's purpose is to provide a snapshot of our activities and accomplishments of the past year and to set the foundation for continued success in subsequent years.

KEY ISSUES:

N/A

ALTERNATIVES:

N/A

RECOMMENDATION:

N/A

BUDGET IMPACT:

N/A

ACTION REQUIRED:

N/A

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

Presentation 2018 Development Report

5/8/2019

Presentation

2018 Development Report

5/8/2019

Backup Material



Development Report

2018



New Business

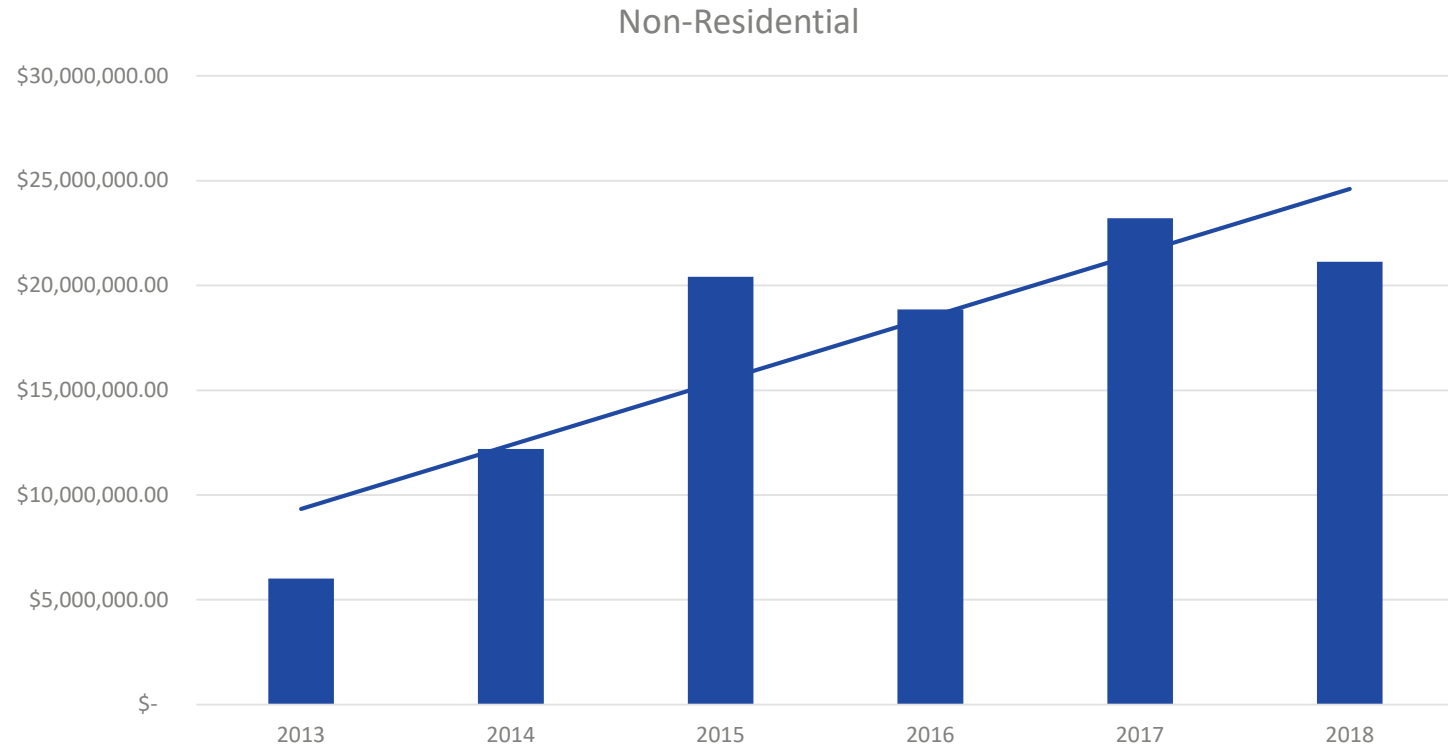
"Very happy with the
business climate"

"Happy to see how
proactive and responsive
the Village has been"

157



Non-Residential Permit Data





Industrial Vacancy

Vacancy Rate



Copyrighted report licensed to Arthur J. Rogers & Co. - 21160.

2/22/2019



DISTRIBUTION REALTY GROUP

220 N. York Rd.





LIBERTY PROPERTY TRUST

350 N. York Rd.





DAYTON STREET PARTNERS 1055 Sesame St.



PROPOSED FACILITY
1055-1065 SESAME STREET - BENSenville, ILLINOIS

ARCO DAYTON STREET
MURRAY PARTNERS
DESIGN BUILD

©CORNERSTONE ARCHITECTS LTD. 2018

JANUARY 3, 2018 #17022





AMTAB

600 Eagle Dr.





Retail Vacancy

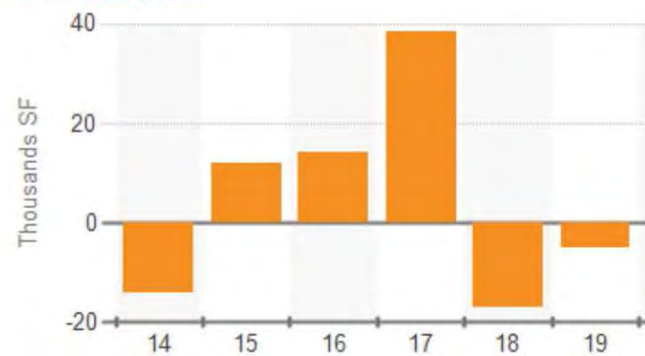
Vacancy Rate



NNN Asking Rent Per SF



Net Absorption





JIM'S PLAZA 460 W. Irving Park Rd.





HOLIDAY INN EXPRESS & SUITES

811 E. Grand Ave.





Office Vacancy

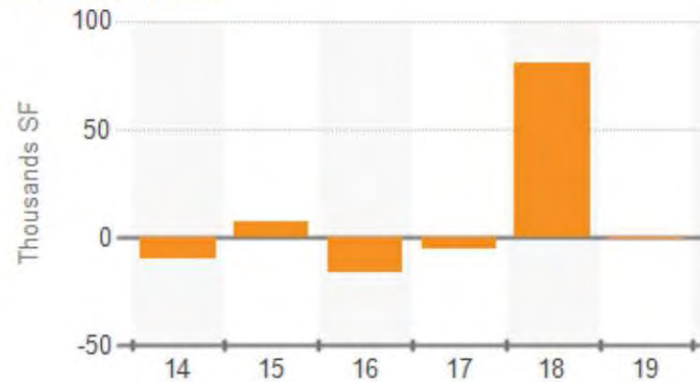
Vacancy Rate



Gross Asking Rent Per SF

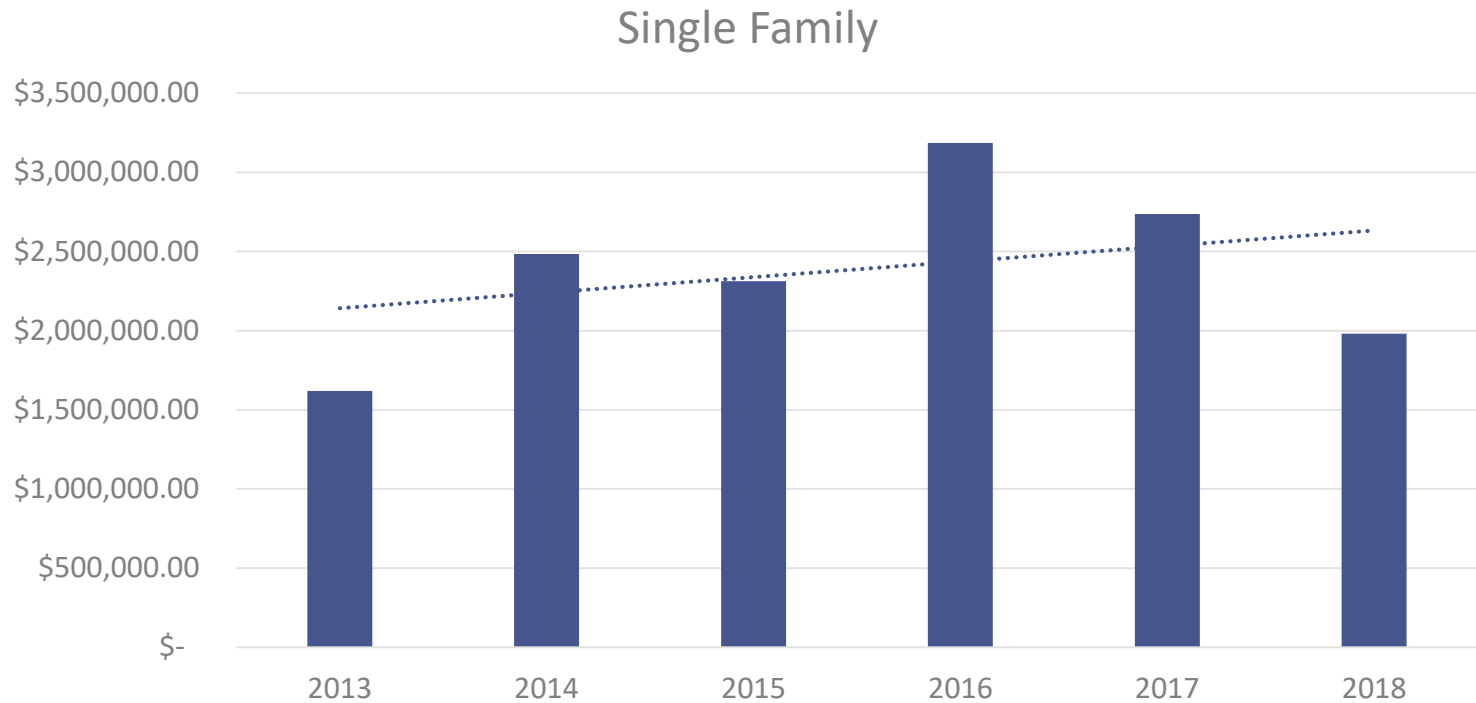


Net Absorption



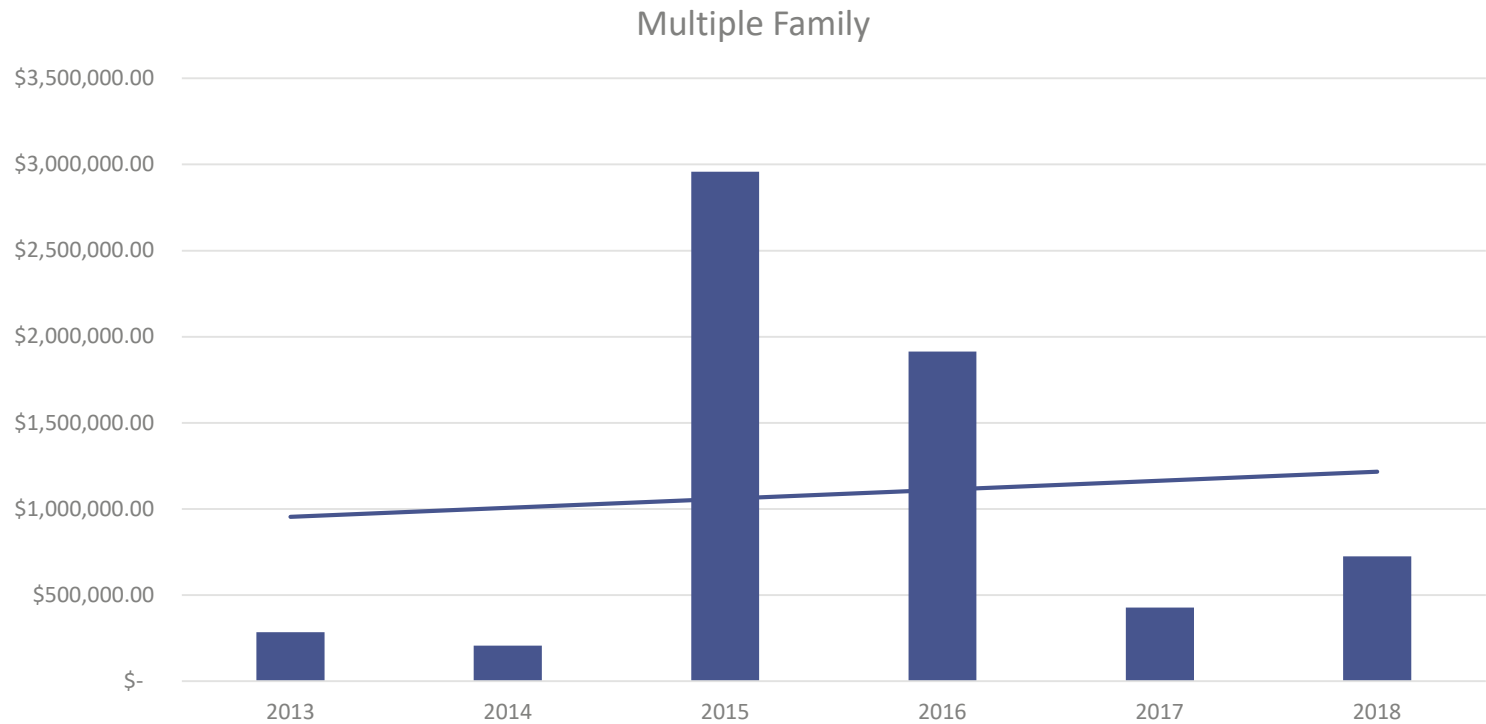


Residential Permit Data



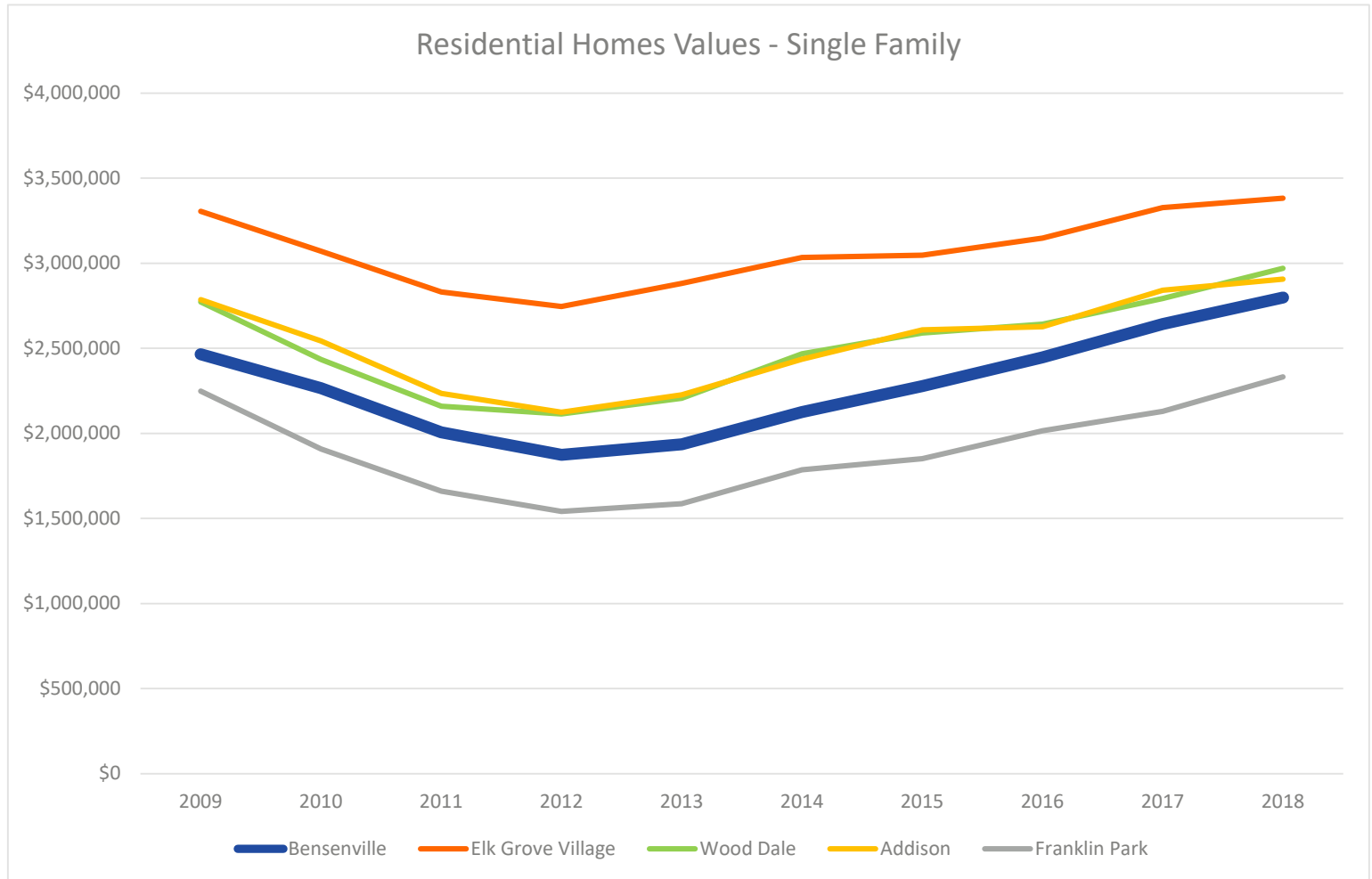


Residential Permit Data





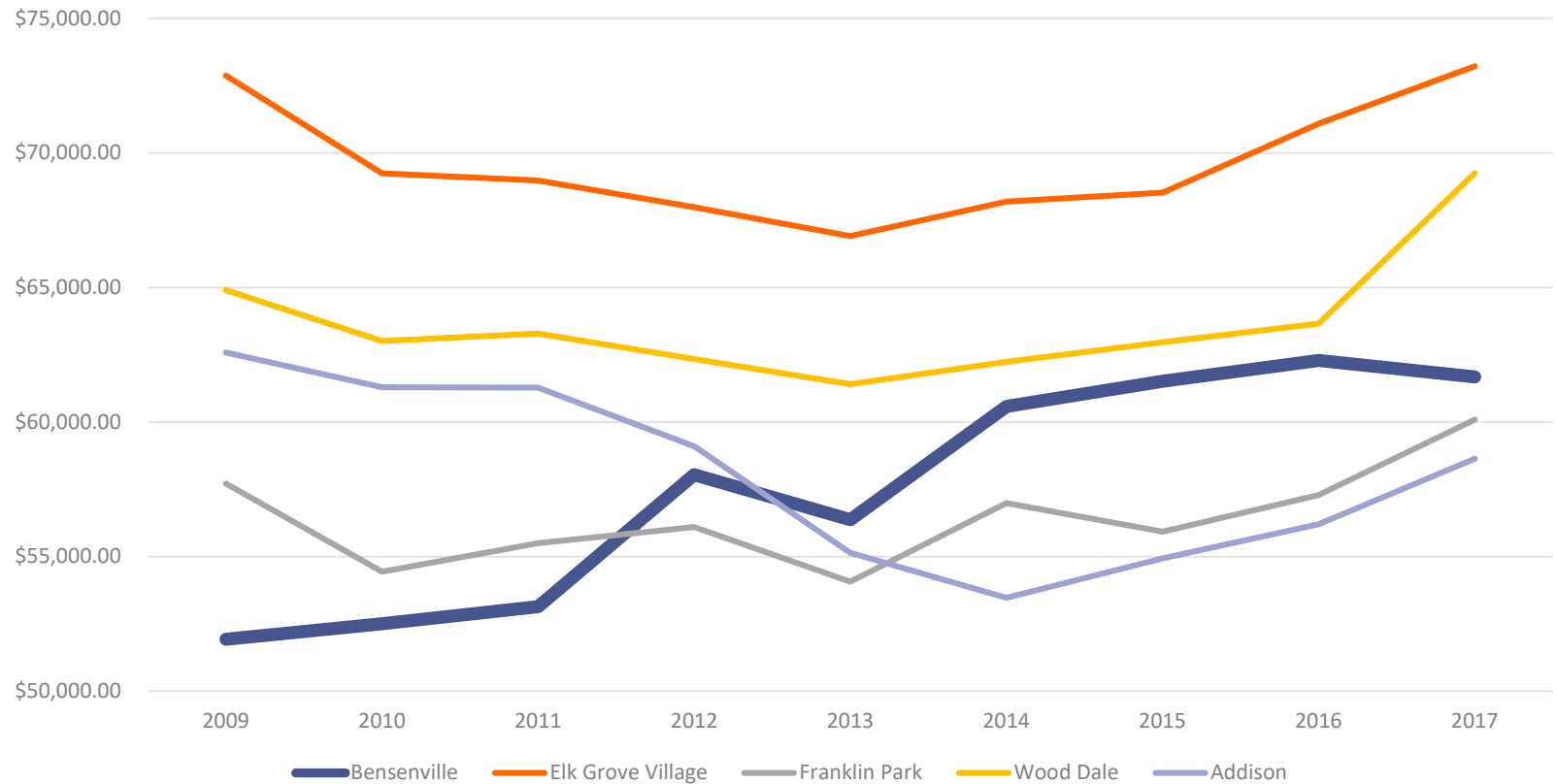
Residential Data





Residential Data

Median Household Income 2009-2017





156 S. Walnut St.





401 S. Barron St.





932 S. John St.





Enterprise Zone

Project	Total Investment	Enterprise Zone Building Materials Exemption	Private Capital Leveraged	Jobs Created or Retained (Prospective)
MAMMA MARIA'S EXPANSION	\$ 350,000.00	\$ 6,234.38	\$ 343,765.63	4
YORKWOOD TOWNHOMES 201	\$ 1,300,000.00	\$ 46,873.13	\$ 1,253,126.88	0
A&E LUXURY APARTMENTS	\$ 3,600,000.00	\$ 156,240.00	\$ 3,443,760.00	4
HOLIDAY INN EXPRESS & SUITES	\$ 8,100,000.00	\$ 284,375.00	\$ 7,815,625.00	55
ROYAL GROVE APARTMENTS	\$ 200,000.00	\$ 6,250.00	\$ 193,750.00	2
350 N. YORK ROAD	\$ 6,916,516.00	\$ 139,846.05	\$ 6,776,669.95	(112)
SPEEDWAY STORE	\$ 648,218.00	\$ 19,632.94	\$ 628,585.06	45
GREEN STREET GRILLE	\$ 393,077.00	\$ 4,597.98	\$ 388,479.02	15
JIM'S PLAZA	\$ 1,617,833.36	\$ 18,746.64	\$ 1,599,086.72	(11)
EDGE ICE ARENA	\$ 179,196.00	\$ 4,306.30	\$ 174,889.70	20
220 N YORK ROAD SPECULATIVE BUILDING	\$ 10,528,622.00	\$ 80,438.42	\$ 10,448,183.58	(300)
IPT O'HARE DC II LLC	\$ 10,658,097.33	\$ 241,553.27	\$ 10,416,544.06	(100)
VICOSTONE BUILDOUT	\$ 567,865.00	\$ 12,319.00	\$ 555,546.00	15
TOTALS	\$ 45,059,424.69	\$ 1,021,413.10	\$ 44,038,011.59	683



Façade Program

- Revamped in 2018
- New application and requirements
- 50% matching funds up to \$10,000



Joey C's Deli





Community Development Commission

- 6 Residential Cases
 - 5 approved Variances – front porch, 2 corner side yard fences, shed and parking pad
- 17 Commercial/Industrial Cases
 - Most are Conditional Use Permits (12 approved, 1 denied)
 - Most common Variance request is for signage (4 approved)

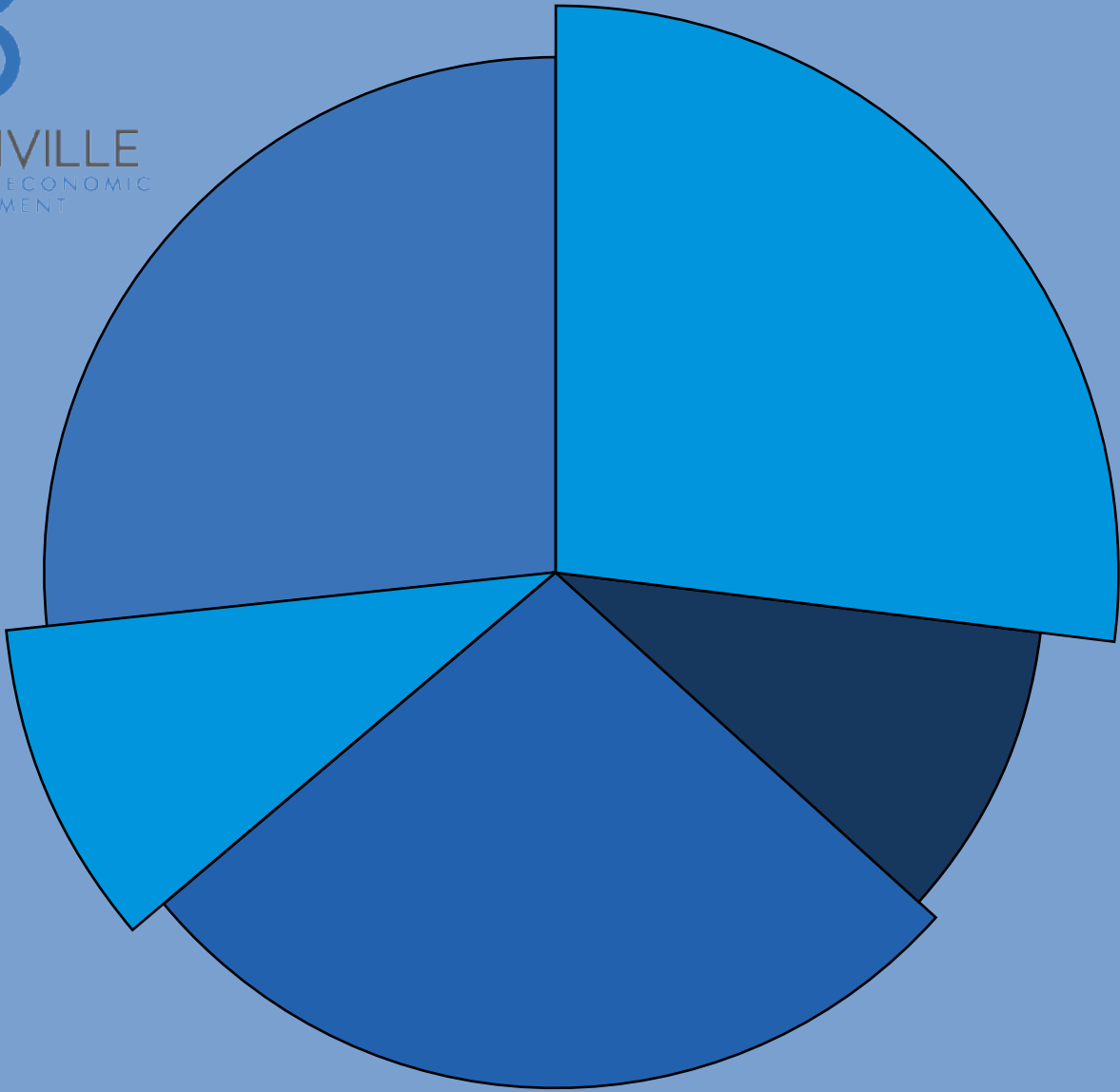
*Note that each case may have more than one request



Questions?



BENSENVILLE
COMMUNITY & ECONOMIC
DEVELOPMENT



Development Report

COMMUNITY & ECONOMIC DEVELOPMENT





Table of Contents

Non-Residential Projects	4
New Developments	4
Business Investments	12
Data	16
 New Residential Projects.....	19
Data.....	24
 New Businesses	26
 Business Incentives	27
 Permit Data	30
 Community Development Commission....	36

NEW DEVELOPMENTS

DISTRIBUTION REALTY GROUP

220 N. York Rd.



- o Assemblage of multiple smaller underutilized properties
- o In conformance with the vision promoted in the Comprehensive Economic Development Strategy & Comprehensive Plan
- o Site Plan approved for 188,000 SF facility
- o Under construction
- o Completion anticipated Q2 2019
- o Exemplifies the strength of the industrial market in Bensenville



BRUNNER & LAY

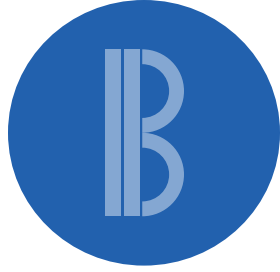
300 S. Evergreen St.

- o Long vacant small industrial property
- o Brunner & Lay acquired the site and will relocate from Elmhurst to Bensenville
- o 10,000 SF warehouse with small office component
- o Village approved a few zoning variations so the oddly shaped site could accommodate the building and parking
- o Completed, open for business



LIBERTY PROPERTY TRUST

350 N. York Rd.



- o Industrial Redevelopment
- o Outdated building razed
- o State of the art 90,000 SF facility approved
- o First new industrial building in the North York Road corridor
- o Completed and in leasing mode
- o Vicostone recently relocated from Elk Grove Village as the development's first tenant



JIM'S PLAZA

460 W. Irving Park Rd.

- o Important property on Irving Park Road
- o Redevelopment began with the new McDonald's
- o Phase One Retail Center 6,000 SF Jim's Liquors completed and open for business
- o Phase Two Retail Center, 9,000 SF completed. Two tenants have signed leases, Athletico for 2,400 SF and Verizon Wireless for 1,200 SF



BRYN MAWR CITGO

801 N. IL Route 83



- o Site of the former Perk's Restaurant
- o Longtime local businessman developed the Convenience Store and Fuel center
- o Generates Sale Tax for the Village
- o Completed, open for business



HOLIDAY INN EXPRESS & SUITES

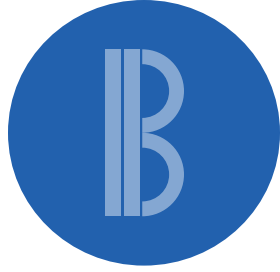
811 E. Grand Ave.

- o Our second hotel in town
- o New development in TIF 4
- o Village conveyed the property to the hotelier under a Redevelopment Agreement (RDA)
- o Completed, open for business



MTR

900-930 S. County Line Rd.



- o Local resident and businessman
- o MTR will expand to include truck sales, should produce Sales Tax revenue for the Village
- o Will set the tone for future quality redevelopment along the important County Line Road corridor
- o Village approved a Planned Unit Development to accommodate this new business
- o Completed, open for business



DAYTON STREET PARTNERS

1055 Sesame St.

- o Assemblage of properties
- o Demolition of dated industrial building
- o New building in the Eastern Business District
- o In Cook County, received a Class 6b real Estate Tax Abatement
- o Construction began 3rd Quarter 2018
- o Completion in 2nd Quarter 2019



BUSINESS INVESTMENTS

OLD SECOND BANK

2 S. York Rd.



JOEY C'S DELI & CATERING

18 S. Addison St.



SWEET GENERATIONS

213 W. Main St.



SAVINO DEL BENE

220 W. South Thorndale Ave.



MODA FASHION
229 W. Grand Ave. D



DENK & ROCHE
400 Country Club Dr.



DIRECT FOOD SERVICE
430 Country Club Dr.



AMTAB
600 Eagle Dr.



INDUSTRIAL VACANCIES



The industrial vacancy rates trended up slightly in 2018, but remain near historic lows. Bensenville's available square footage is nearly 350,000 SF more in 2018 than the 5 year average. We will likely see this trend continue into 2019 as several new development projects come online.

Availability	Survey	5-Year Avg
Rent Per SF	\$6.10	\$6.14
Vacancy Rate	6.5%	5.5%
Vacant SF	1,083,141	918,908
Availability Rate	10.6%	8.7%
Available SF	1,797,515	1,452,970
Sublet SF	184,706	67,595
Months on Market	7.0	7.8

Inventory	Survey	5-Year Avg
Existing Buildings	381	381
Existing SF	16,677,070	16,673,422
12 Mo. Const. Starts	306,520	122,673
Under Construction	306,520	127,884
12 Mo. Deliveries	95,962	86,194

Demand	Survey	5-Year Avg
12 Mo. Absorption SF	-43,638	89,675
12 Mo. Leasing SF	783,333	1,266,972

Sales	Past Year	5-Year Avg
Sale Price Per SF	\$58	\$53
Asking Price Per SF	\$68	\$63
Sales Volume (Mil.)	\$100	\$63
Cap Rate	6.3%	6.9%

Vacancy Rate



RETAIL VACANCIES

Retail vacancies also remain low, with little new square footage being activated. Retail rents have ticked up slightly with less supply available.

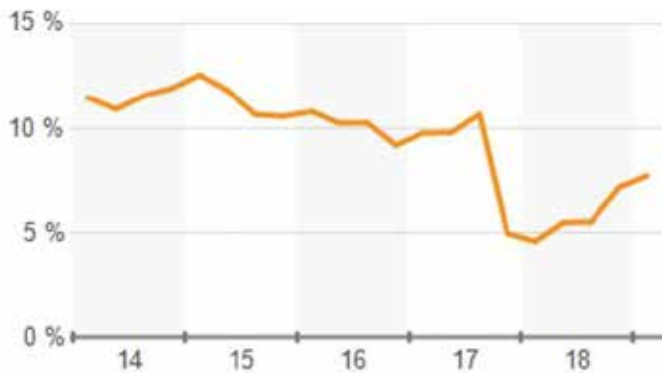
Availability	Survey	5-Year Avg
NNN Rent Per SF	\$16.12	\$15.27
Vacancy Rate	7.7%	9.5%
Vacant SF	70,946	86,531
Availability Rate	7.4%	13.6%
Available SF	67,649	123,738
Sublet SF	0	36,375
Months on Market	18.8	20.1

Demand	Survey	5-Year Avg
12 Mo. Absorption SF	-22,181	6,705
12 Mo. Leasing SF	14,066	8,921

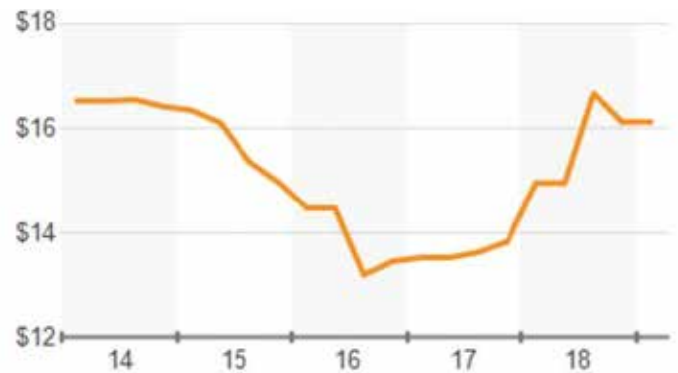
Inventory	Survey	5-Year Avg
Existing Buildings	86	85
Existing SF	915,847	911,525
12 Mo. Const. Starts	14,000	6,304
Under Construction	0	2,976
12 Mo. Deliveries	14,000	7,004

Sales	Past Year	5-Year Avg
Sale Price Per SF	\$65	\$200
Asking Price Per SF	\$117	\$230
Sales Volume (Mil.)	\$2.0	\$5.3
Cap Rate	-	7.9%

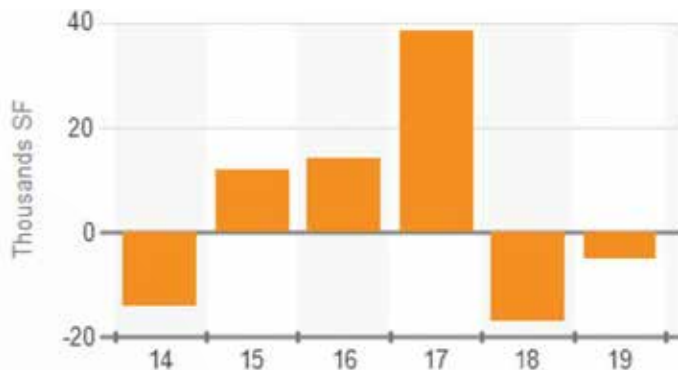
Vacancy Rate



NNN Asking Rent Per SF



Net Absorption



OFFICE VACANCIES



Bensenville continues to shed its office product, down to just over 600,000 square feet. We have seen this trend with redevelopment of old office space into new industrial and retail. The Village expects this trend to continue into the foreseeable future.

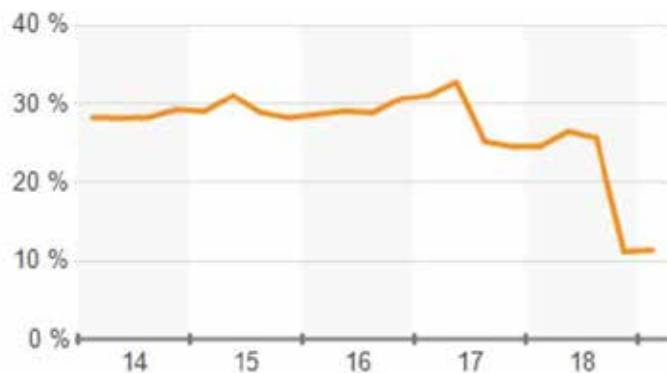
Availability	Survey	5-Year Avg
Gross Rent Per SF	\$13.79	\$15.48
Vacancy Rate	11.4%	27.7%
Vacant SF	68,987	179,174
Availability Rate	27.8%	33.6%
Available SF	168,170	217,491
Sublet SF	0	892
Months on Market	17.7	28.7

Inventory	Survey	5-Year Avg
Existing Buildings	36	37
Existing SF	605,904	647,605
12 Mo. Const. Starts	0	0
Under Construction	0	0
12 Mo. Deliveries	0	0

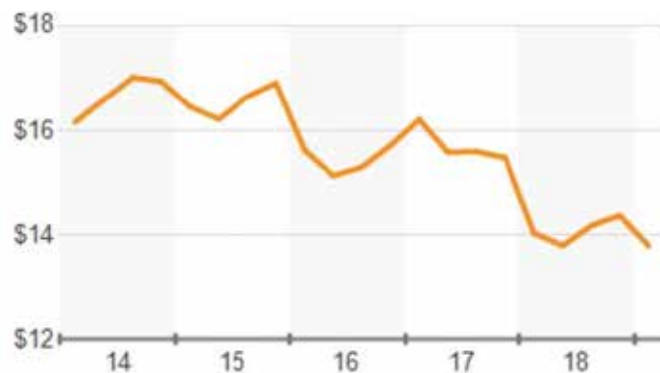
Demand	Survey	5-Year Avg
12 Mo. Absorption SF	79,991	11,251
12 Mo. Leasing SF	42,367	31,919

Sales	Past Year	5-Year Avg
Sale Price Per SF	\$76	\$65
Asking Price Per SF	\$184	\$103
Sales Volume (Mil.)	\$1.2	\$2.7
Cap Rate	-	7.0%

Vacancy Rate



Gross Asking Rent Per SF



Net Absorption



NEW RESIDENTIAL
156 S. Walnut St.



NEW RESIDENTIAL
401 S. Barron St.



NEW RESIDENTIAL

540 E. Jefferson St.



NEW RESIDENTIAL
932 S. John St.



NEW RESIDENTIAL

216 May St.

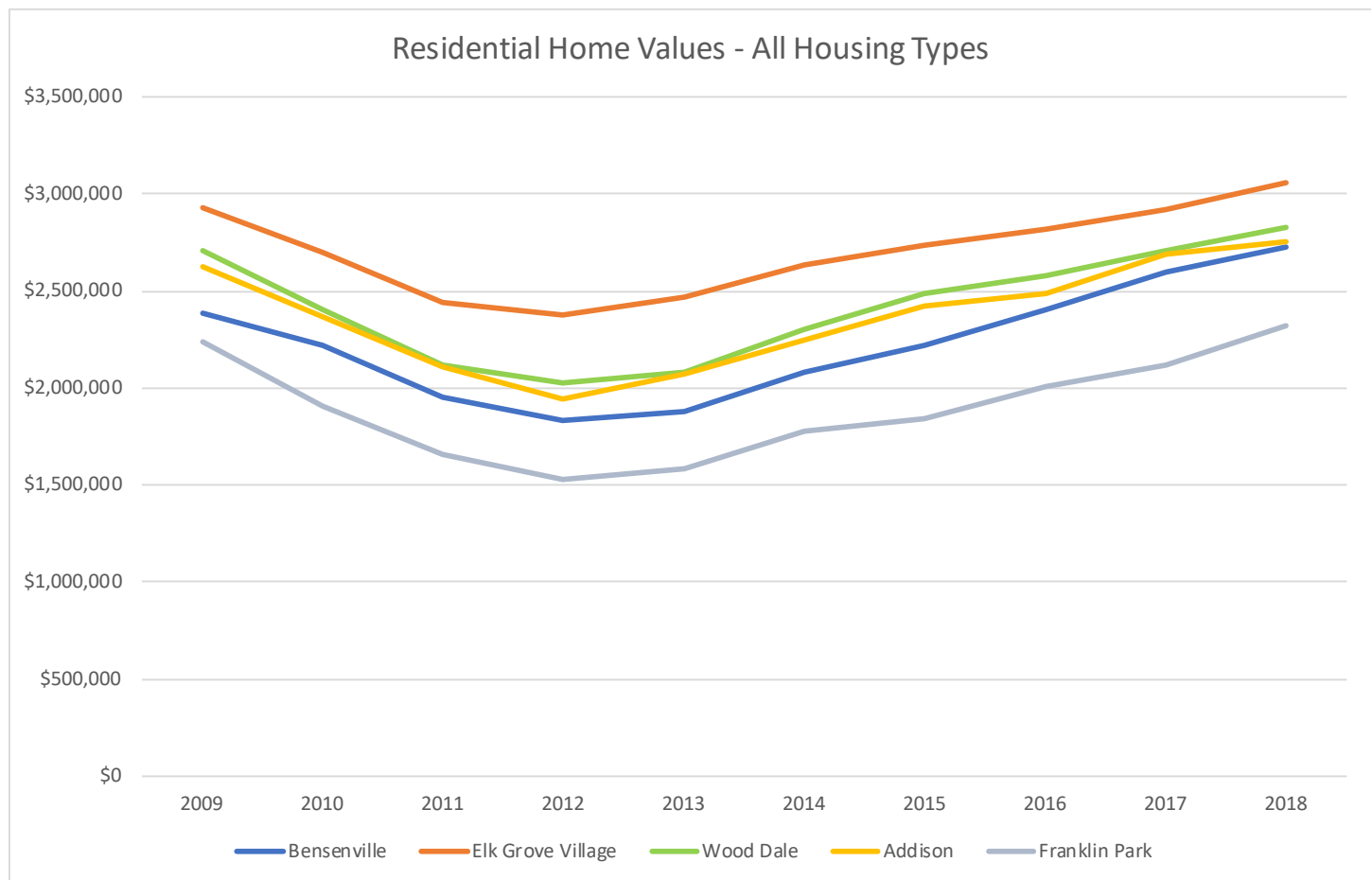


RESIDENTIAL HOME VALUES



According to Zillow, the region's residential values would seem to trend closely since 2009. What is hard to see in the chart below, is that Bensenville is the only community with a double digit increase in values with over 14% change. The next closest neighbor had an increase just over 5% in that time.

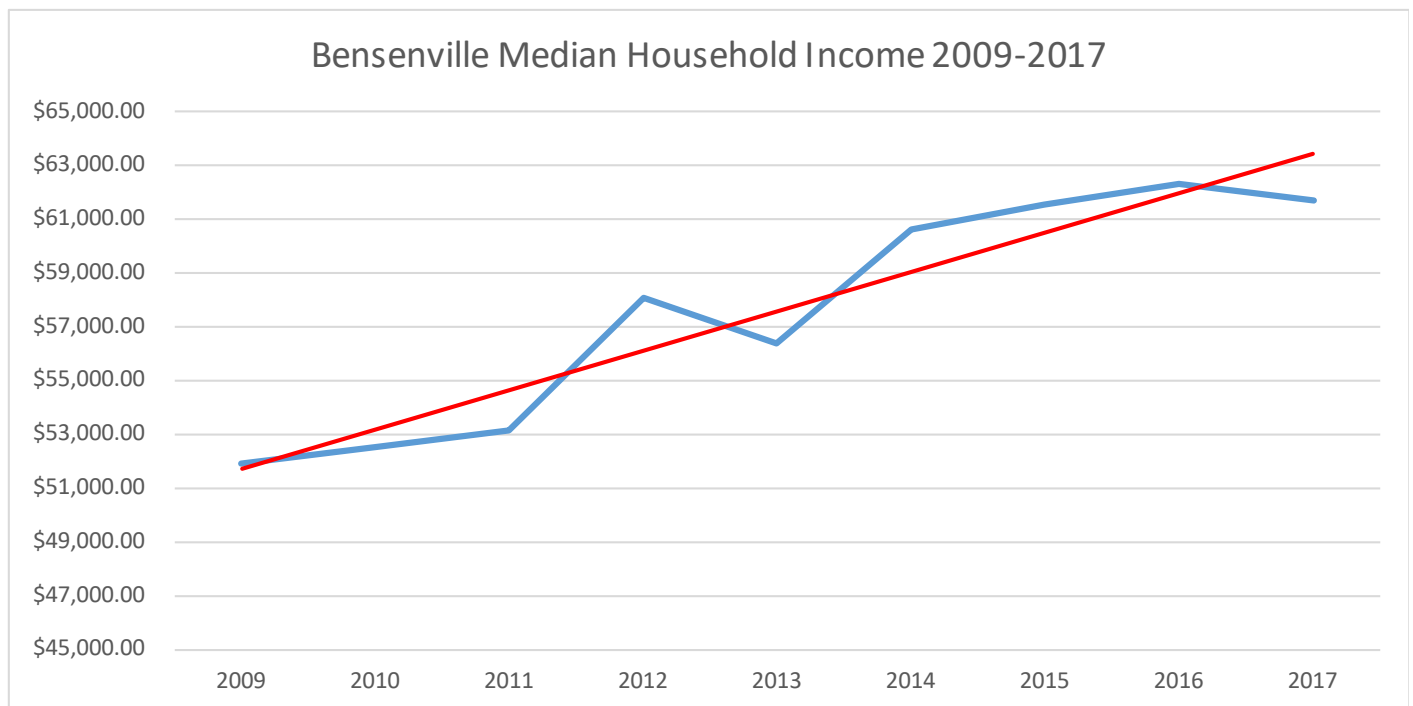
While this chart is for all housing types, similar data and percent change was seen in single family housing.



MEDIAN HOUSEHOLD INCOMES

AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Since 2009, Bensenville's household income has had a steady trajectory upward. While dipping slightly in 2017, the long-term trend is positive.

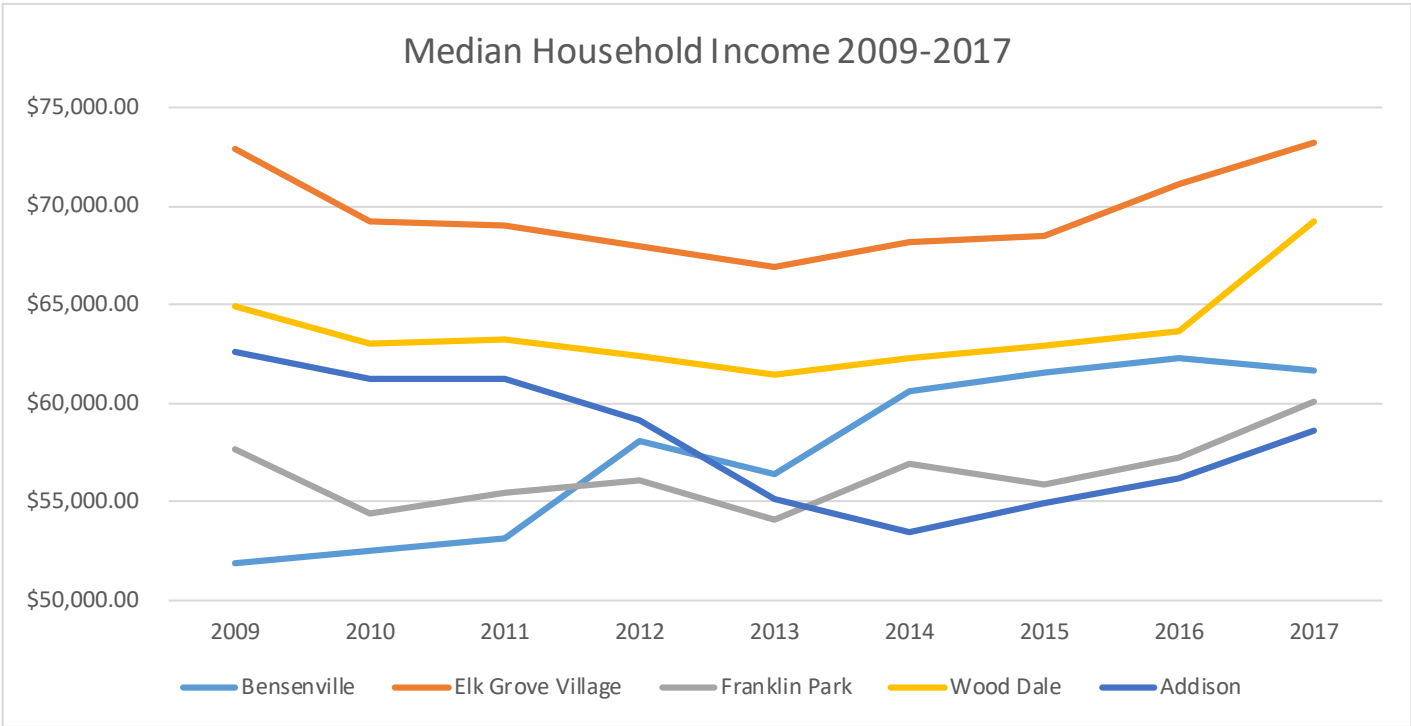




MEDIAN HOUSEHOLD INCOMES

AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

Compared to its neighbors, Bensenville is the only community to have a percentage change over 10 percent against its 2009 income. In fact, Bensenville’s median household income increased almost 19%. The next closest neighbor came in under 7%.



NEW BUSINESS LICENSES IN 2018

New business licenses are a bit of a moving target, as they include businesses moving within the Village, as well as, businesses renting additional space. The Village partners with the Bensenville Chamber of Commerce in welcoming new businesses. We produce a welcome packet, schedule a welcome meeting, offer ribbon cutting services and hold after hours or meet and greets.

Businesses that the department met with this year had lots of good things to say!

"Happy to see how proactive and responsive the Village has been"

"Very happy with the business climate"

157

*TOTAL NEW BUSINESS LICENSES 2018

BUSINESS INCENTIVES

Enterprise Zone



In 2016, the entire Village of Bensenville was designated an Enterprise Zone. The designation allows the Village to offer incentives, leveraging private capital while increasing the tax base.

To date, the Village has leveraged just over \$1 million in building materials exemptions into over \$45 million in total community investment.

Project	Total Investment	Enterprise Zone Building Materials Exemption	Private Capital Leveraged
MAMMA MARIA'S EXPANSION	\$ 350,000.00	\$ 6,234.38	\$ 343,765.63
YORKWOOD TOWNHOMES 201	\$ 1,300,000.00	\$ 46,873.13	\$ 1,253,126.88
A&E LUXURY APARTMENTS	\$ 3,600,000.00	\$ 156,240.00	\$ 3,443,760.00
HOLIDAY INN EXPRESS & SUITES	\$ 8,100,000.00	\$ 284,375.00	\$ 7,815,625.00
ROYAL GROVE APARTMENTS	\$ 200,000.00	\$ 6,250.00	\$ 193,750.00
350 N. YORK ROAD	\$ 6,916,516.00	\$ 139,846.05	\$ 6,776,669.95
SPEEDWAY STORE	\$ 648,218.00	\$ 19,632.94	\$ 628,585.06
GREEN STREET GRILLE	\$ 393,077.00	\$ 4,597.98	\$ 388,479.02
JIM'S PLAZA	\$ 1,617,833.36	\$ 18,746.64	\$ 1,599,086.72
EDGE ICE ARENA	\$ 179,196.00	\$ 4,306.30	\$ 174,889.70
220 N YORK ROAD SPECULATIVE BUILDING	\$ 10,528,622.00	\$ 80,438.42	\$ 10,448,183.58
IPT O'HARE DC II LLC	\$ 10,658,097.33	\$ 241,553.27	\$ 10,416,544.06
VICOSTONE BUILDOUT	\$ 567,865.00	\$ 12,319.00	\$ 555,546.00
TOTALS	\$ 45,059,424.69	\$ 1,021,413.10	\$ 44,038,011.59

683

*TOTAL JOBS CREATED OR RETAINED

BUSINESS INCENTIVES

Facade Improvement Program

The Facade Improvement Program was revamped heading into 2018. A new application was created with a new policy that the program would cover 50% of facade related costs up to \$10,000. Moving into 2019, the Village has been working with several businesses looking to give their storefronts a fresh face.

The Facade Improvement Program had one participant in 2018, Joey C's Deli at 18 S. Addison St. in downtown. Joey C's project included storefront and window signage.



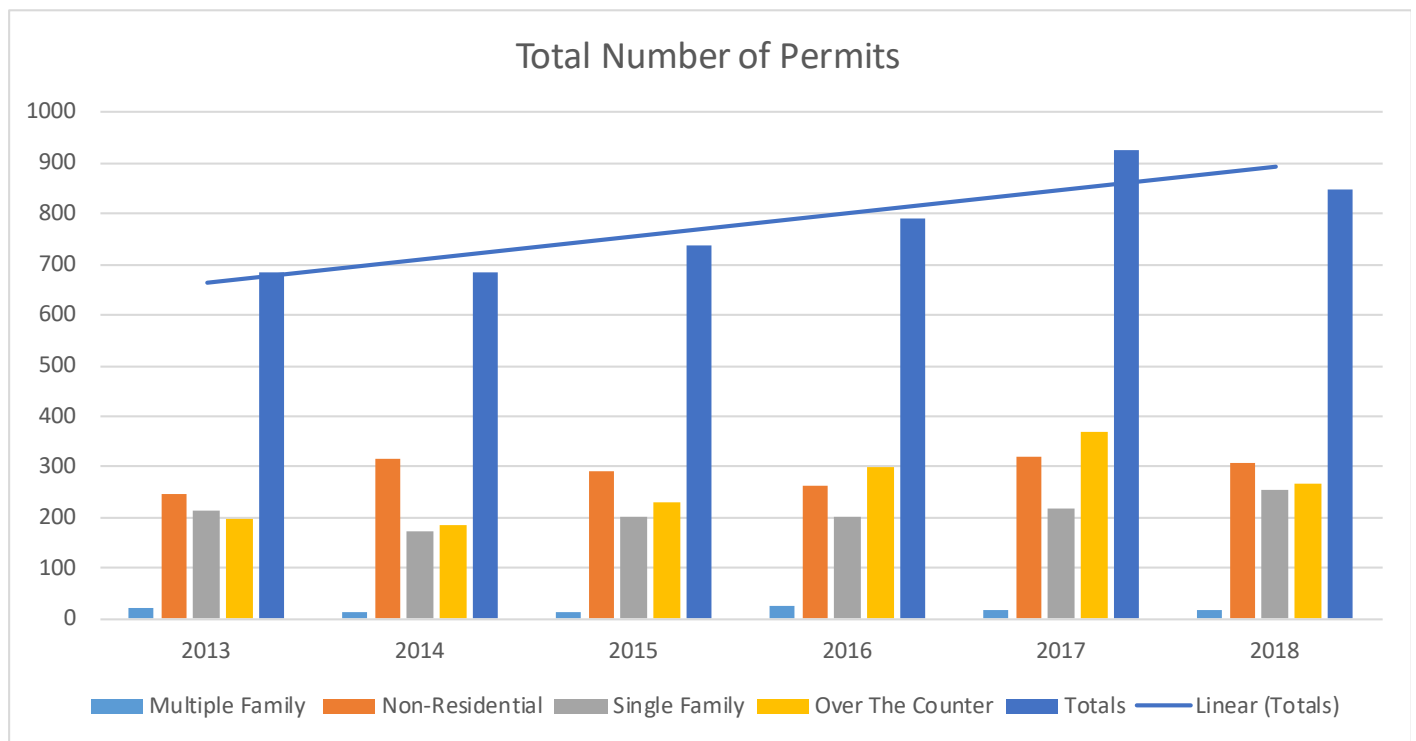
\$50,747

*TOTAL FACADE GRANT MONEY AWARDED SINCE 2015

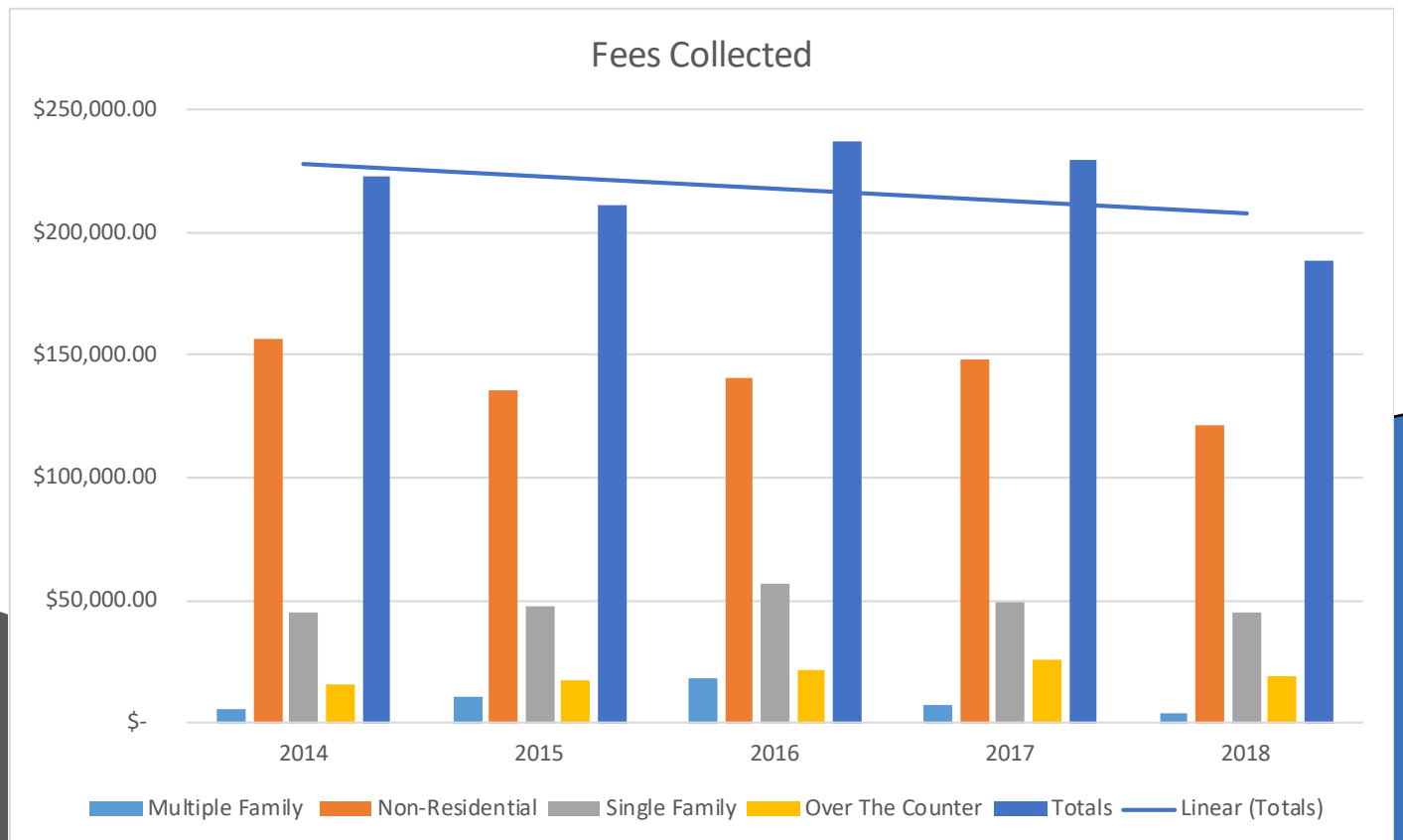
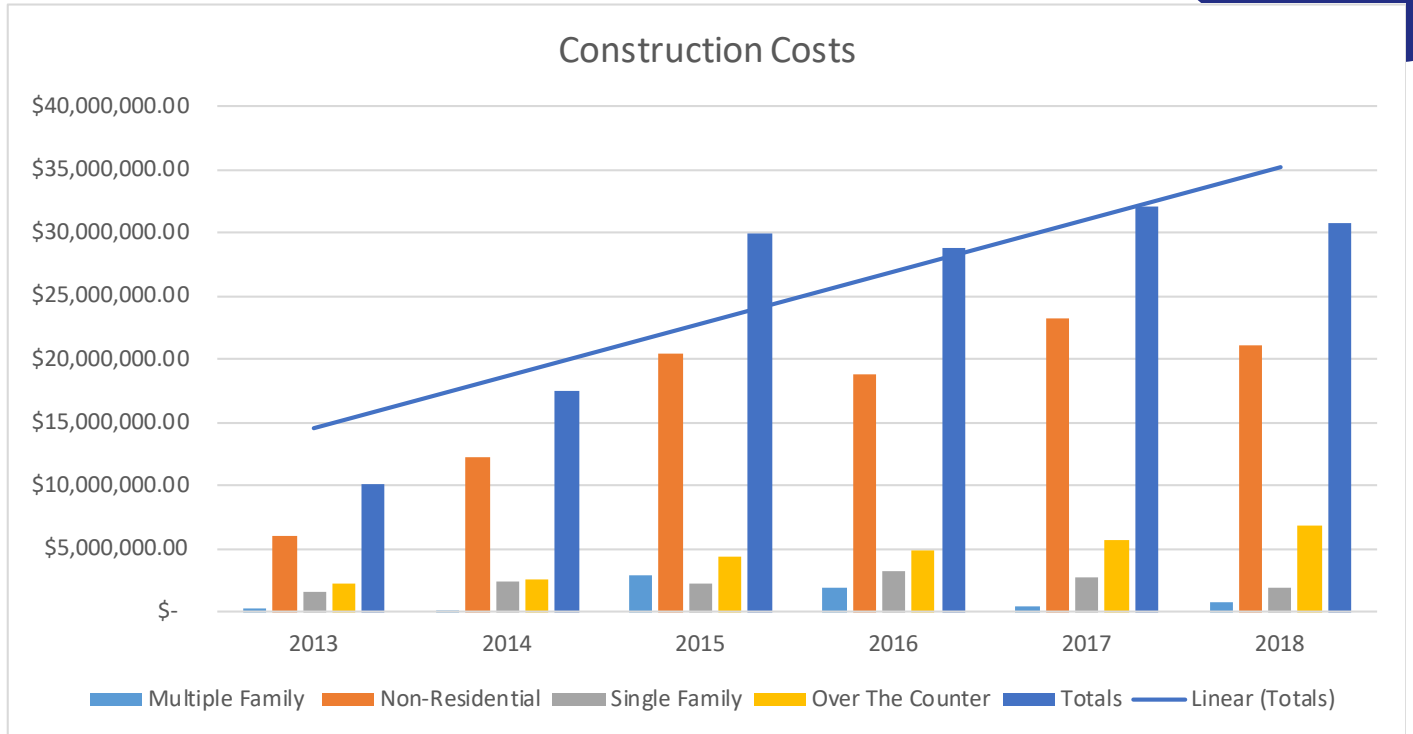
PERMIT DATA



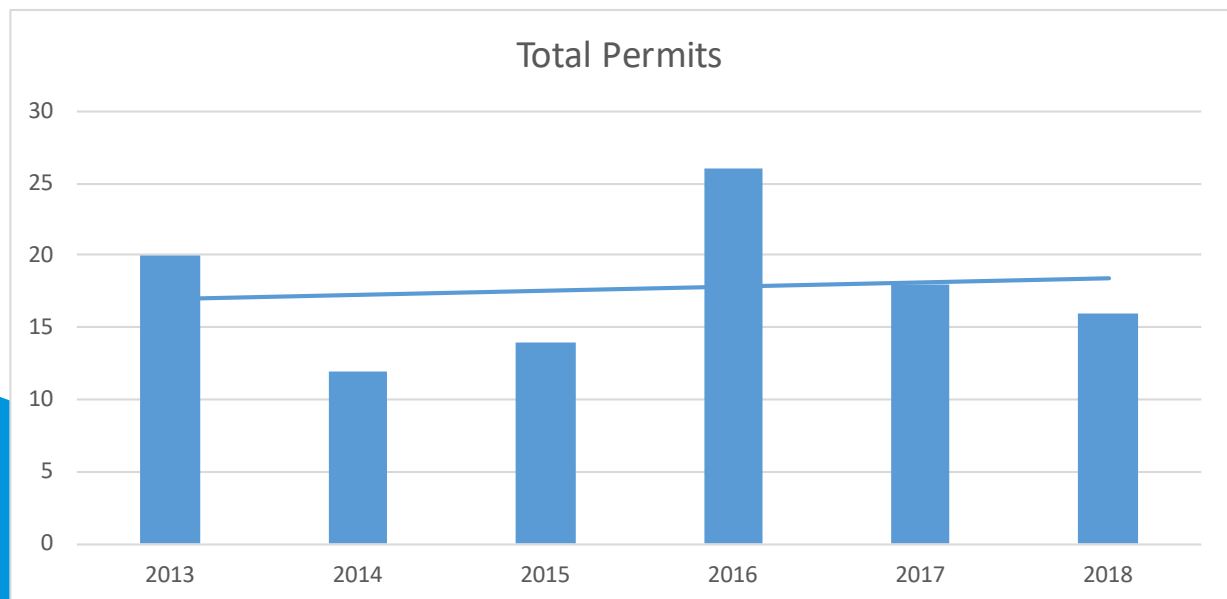
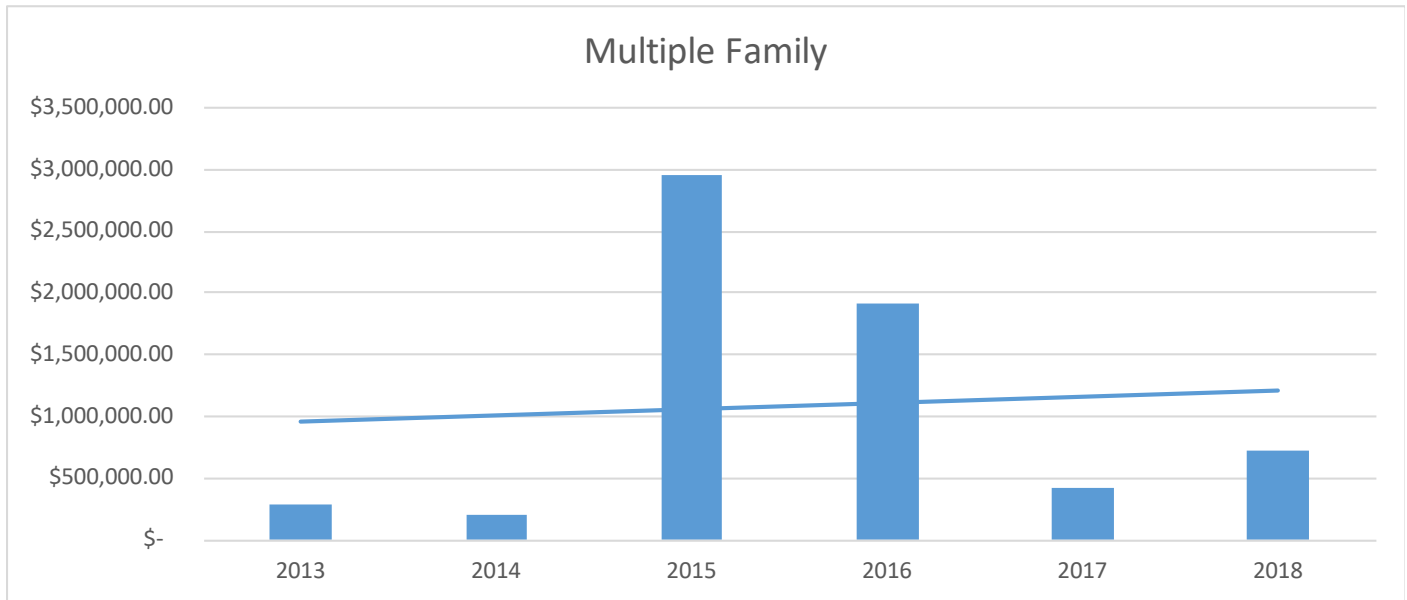
When looking at the permit data, the theme is that 2018 was a slow down after an exciting 2017. A lot of factors could be going into this, but it is worth pointing out that the trajectory is still moving upward with 2018 higher than any year but 2017.



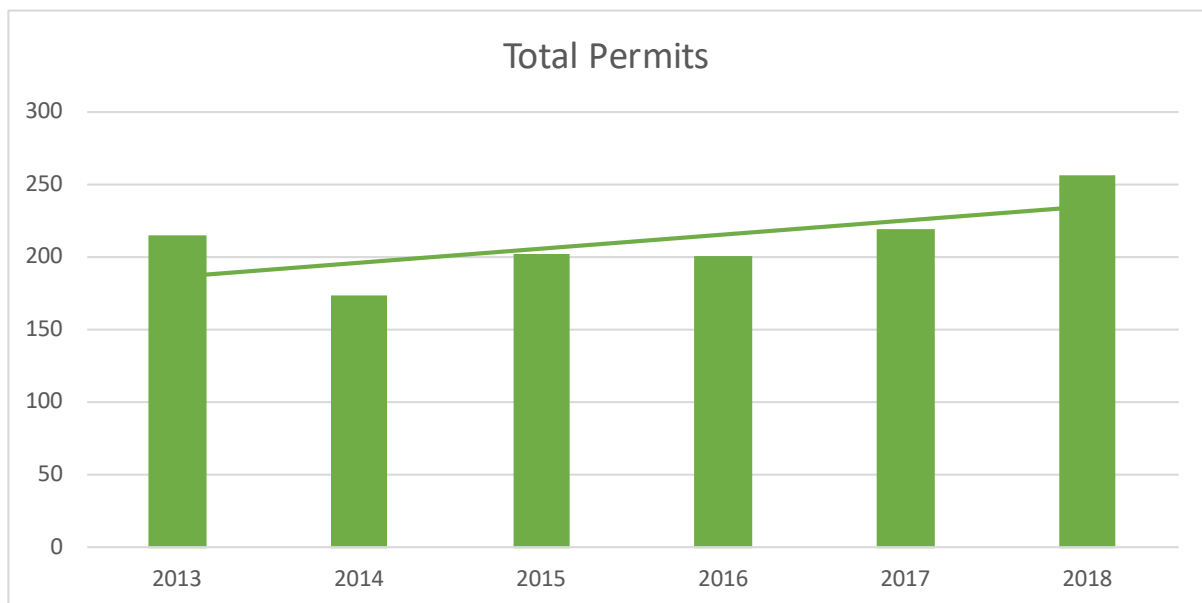
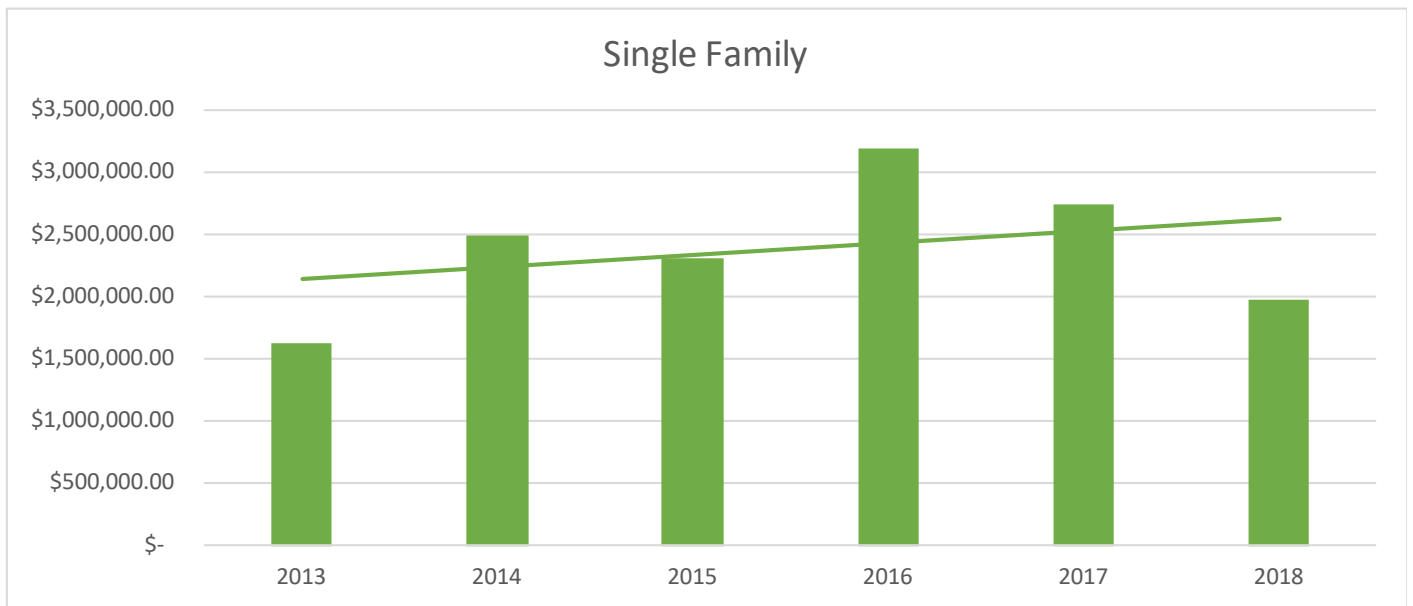
PERMIT DATA



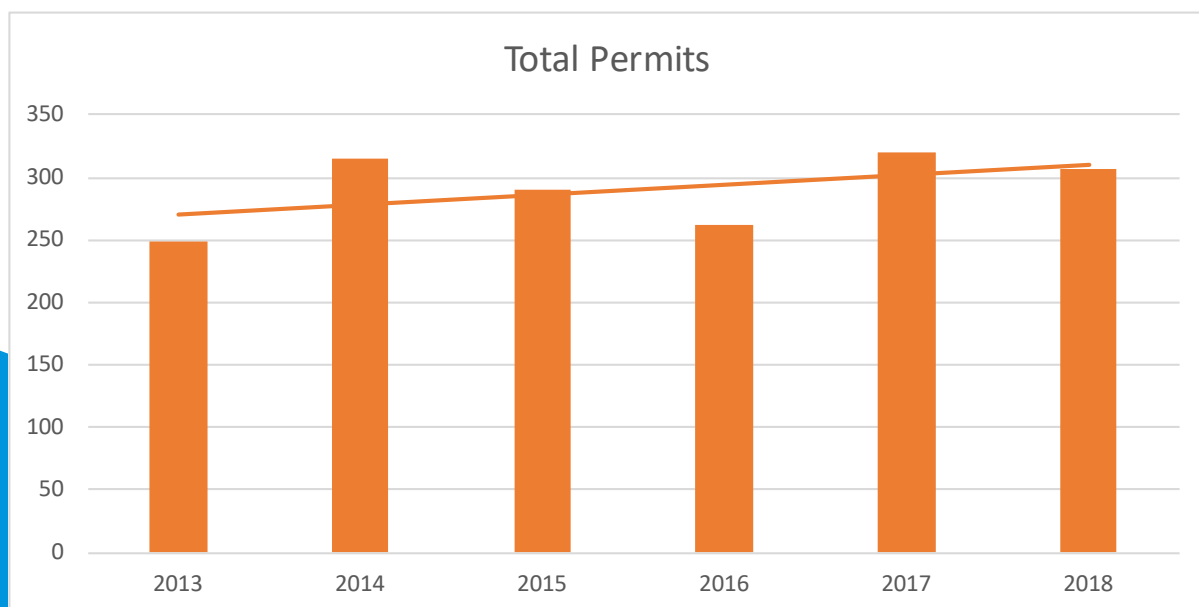
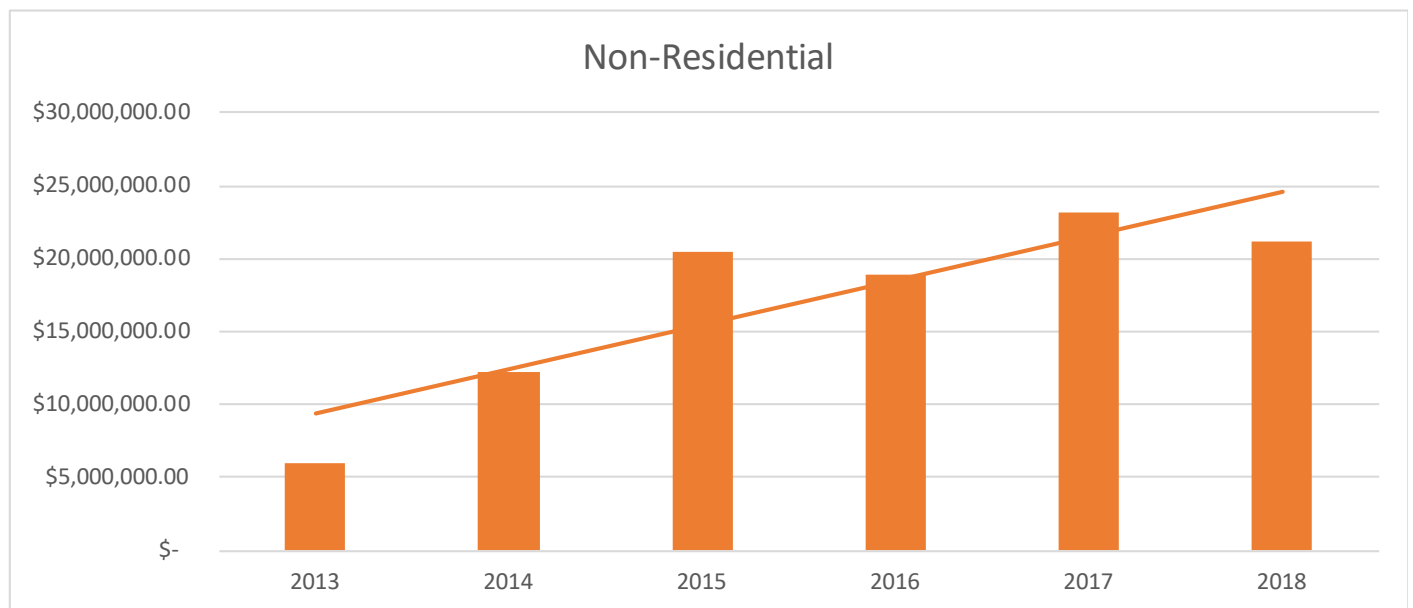
PERMIT DATA - Multiple Family



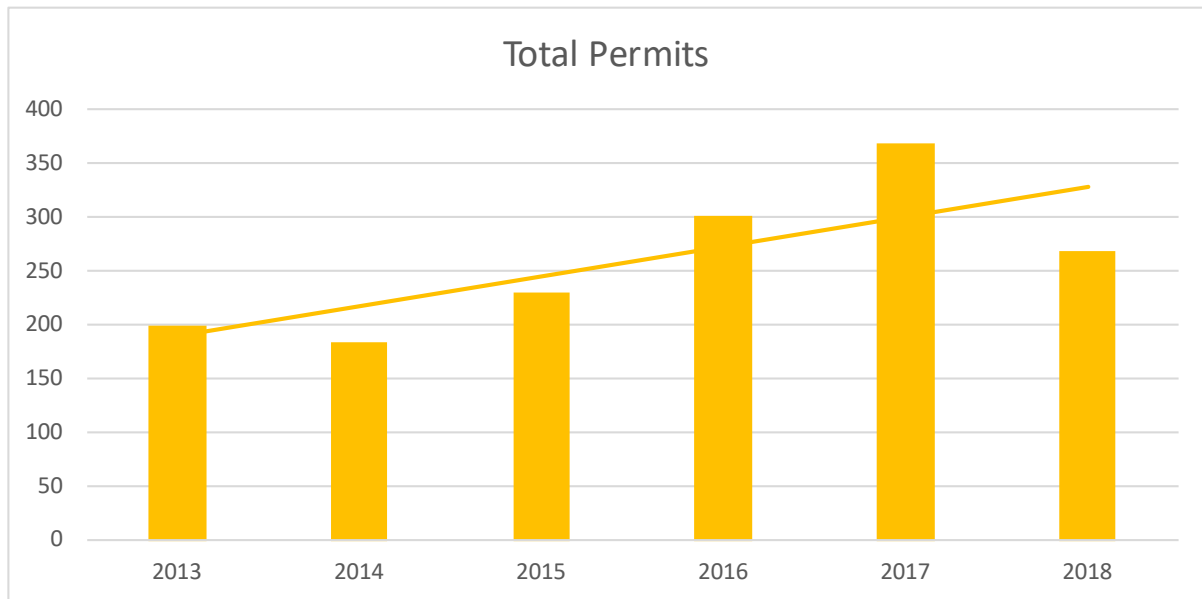
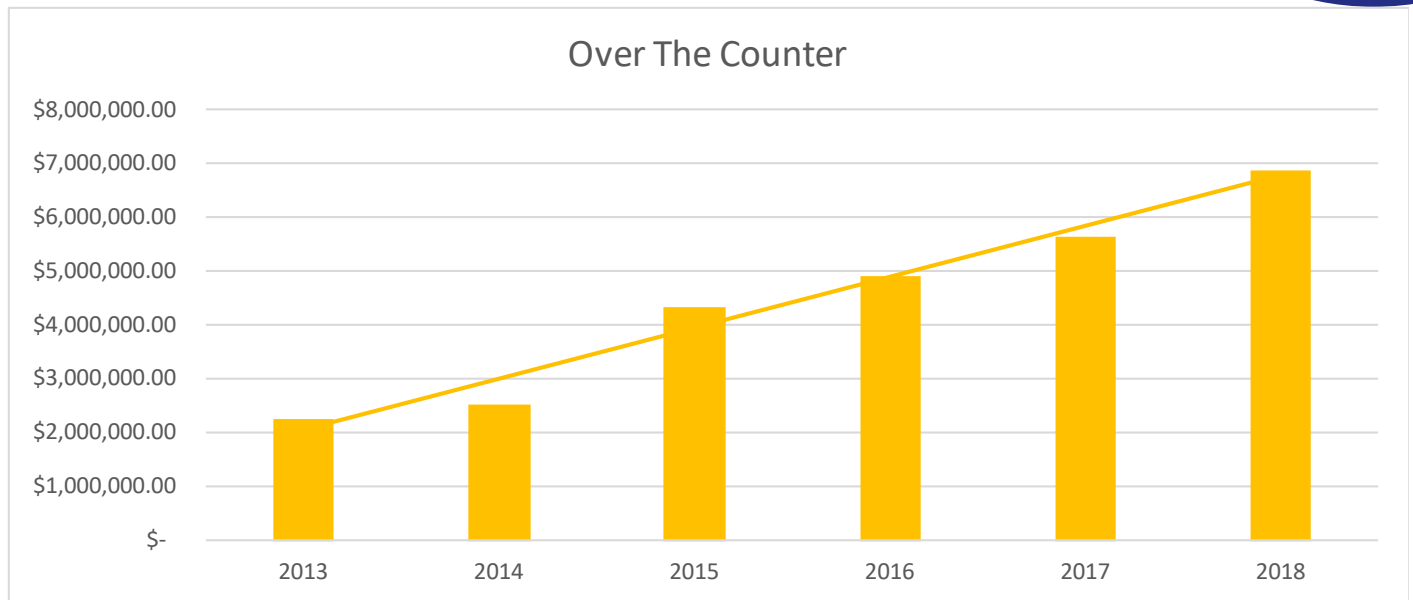
PERMIT DATA - Single Family



PERMIT DATA - Non-Residential



PERMIT DATA - Over the Counter



COMMUNITY DEVELOPMENT COMMISSION



The Community Development Commission hears cases on community and economic development issues, and makes recommendations to the Village Board regarding their approvals. The Commission mainly functions as the Village's zoning board, hearing cases that involve requests for variances and conditional uses. These were the cases heard in 2018.

RESIDENTIAL

210 Miner St.

The Petitioner was approved for a Variation to reduce the required front yard. In the RS – 5 District a 30' front yard is required. The covered porch reduces the front yard to approximately 25'.

202 S. Mason St.

The Petitioner was approved for a Variance to put a 6-foot privacy fence in their corner side yard. The family has a young child and dog and have concerns about safety.

121 E. Pine Ave.

The Petitioner was denied the ability to subdivide his lot into two at the northwest corner of E Pine Ave and Rose St.

401 S. Barron St.

The Petitioner received a Variance for a fence in their corner side yard. They were originally approved for a fence in their back yard between the garage and house, but wanted to extend that fence toward W. Washington Street.

751 S. Center St.

The Petitioner had a stop work order for building a new shed with attached deck without a permit. He was replacing an old tired shed. They received a Variance for a new shed that is larger than allowed by Code.

217 S. Center St.

The Petitioners were approved for a Variance to install a parking pad at the rear of their property off of the alley.

COMMUNITY DEVELOPMENT COMMISSION

COMMERCIAL/INDUSTRIAL

1055-65 Sesame St./491 Podlin Dr., DSP Acquisitions

The Petitioner is proposing to purchase the vacant lots at the end of Podlin Dr. and consolidate with 1055-65 Sesame St. to construct an 116,294 SF industrial facility. They needed a Variation to reduce the loading dock width from 14 ft. to 12 ft. A Plat of Consolidation and Site Plan Review including architecture was also sought and approved.

17 Gateway, 17 Gateway LLC

The Petitioner was approved for a Zoning Map Amendment. The property was zoned C – 4 Regional PUD Commercial. The zoning was changed to I – 2 Light Industrial, but after the recently approved new zoning ordinance, it is now I – 2 General Industrial.

631 N. IL Route 83, Chinese Bible Church of Oak Park

The Petitioner was approved for a Conditional Use Permit for a Church at 631 IL Route 83.

334 Evergreen St., Leyva Recycling Inc.

The Petitioner received a Conditional Use Permit for a Recycling Center to purchase and sort non-ferrous metals i.e. copper, brass, wires, batteries, etc.

1204 W. Irving Park Rd., DLJ Laundromat, Inc.

The Petitioner sought a Conditional Use Permit for a Laundromat and Dry Cleaner at 1204 W Irving Park Road and was denied.

525 Meyer Rd., Global CFS Inc.

The Petitioner was allowed to amend three previously approved Ordinances, which granted a Planned Unit Development and Conditional Use Permit for a parking lot at 525 Meyer Road. The applicant intends to expand the lot to the north.



COMMERCIAL/INDUSTRIAL

101 W. Irving Park Rd., Amoco

The Petitioner received a Conditional Use Permit for an Electronic Message Board sign and Variances for additional signage at 101 W Irving Park Road. The property was rebranded as an Amoco.

865 S. Church Rd., Zion Evangelical Lutheran Church

The Petitioner received a Conditional Use Permit for an Electronic Message Center sign. Their sign also required a variance as the EMC portion goes above the allowed 50% of the total signage area.

900-930 S. County Line Rd., MTR

The Petitioner needed to amend their previously approved PUD to include deviations from the code for signage, to include an Electronic Message Center Sign and three (3) wall signs.

601 N. IL Route 83, Thorntons, Inc.

The Petitioner was seeking to amend a previously approved Conditional Use Permit to allow a Gasoline and Diesel Fuel Service Station. The Petitioner will add two (2) additional Diesel Fuel service lanes. They also intend to make enhancements to the truck exit by further attempting to restrict left turns onto Foster Avenue, which have been a problem even with the current configuration constructed to limit the movement.

1301 W. Irving Park Rd., Lincolnwood Gas & Food, Inc.

The Petitioner was denied a Conditional Use Permit to operate a fueling station at the long vacant property at the northwest corner of Irving Park Road and Spruce Avenue.

1050 S. County Line Rd., Grand County LLC

The Petitioner received approval for a Planned Unit Development (PUD), Conditional Use Permit and Site Plan Review to operate a Sports Complex at the vacant property north of the hotels at Grand Ave. and County Line Rd.

COMMUNITY DEVELOPMENT COMMISSION

COMMERCIAL/INDUSTRIAL

472 Country Club Dr., FGFY Sports LLC

The Petitioner received a Conditional Use Permit to operate a private indoor athletic training facility. They had been operating in the unit for some time without the proper business license.

1180 Industrial Dr., Schmid Tool & Engineering

The Petitioner got a Conditional Use Permit to operate a Gunsmith Shop. They are a machine shop that has a contract with the Federal government to produce the parts. They will not operate a retail operation. The FFL will be used in business-to-business transfers at the manufacturing level.

292 Devon Ave., Drivetrain Service and Components, Inc.

The Petitioner received Variances to install additional signage on their property. They put up two additional entrance signs indicating "Powertrain Entrance" and "Hydraulics Entrance". They also put up a Meritor vendor sign, to honor an agreement with one of their main suppliers.

800-804 W. South Thorndale Ave., MSA Security

The Petitioner received a Conditional Use Permit to operate a dog training facility. They train canines to detect explosives concealed in airfreight and shipped via other modes of transportation.

1204 W. Irving Park Rd., Bensenville Animal Hospital

The Petitioner was approved for a Conditional Use Permit for an Animal hospital and veterinary offices at 1204 W Irving Park Rd. The applicant intends to purchase the property. They will be moving from their existing building at 1032 W Irving Park Rd.



BENSENVILLE
COMMUNITY & ECONOMIC
DEVELOPMENT

TYPE:Presentation**SUBMITTED BY:**S. Viger**DEPARTMENT:**Community and Economic
Development**DATE:**05.21.19**DESCRIPTION:**Introductory Presentation of the DuPage County Route 83 Corridor Plan**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

N/A

COMMITTEE ACTION:

N/A

DATE:

05.21.19

BACKGROUND:

1. DuPage County applied for a CMAP LTA grant to study unincorporated land use and zoning along Route 83 Corridor, from St. Charles Rd. north to the County line.
2. Board passed a resolution in support, R-86-2017.
3. Project awarded in late 2017. Teska Associates selected as consultant.
4. Kickoff meeting June 20, 2018.
5. Background information, staff interviews, key person interviews including the White Pines Neighborhood Association.
6. Existing conditions report was delivered in February 2019.

KEY ISSUES:

1. Bring zoning and land use up to current standards.
2. Make Route 83 safer for all users, including pedestrians and cyclists.
3. Make areas ready for new economic development opportunities.
4. Seeking feedback from people living and working in the affected areas.

ALTERNATIVES:

N/A

RECOMMENDATION:

N/A

BUDGET IMPACT:

N/A

ACTION REQUIRED:

N/A

ATTACHMENTS:**Description**

Presentation

Upload Date

5/8/2019

Type

Presentation



DUPAGE COUNTY

ROUTE 83

CORRIDOR PLAN

COMMUNITY WORKSHOP
VILLAGE OF BENSENVILLE

MAY 21, 2019

Agenda

1. Project Overview
2. Existing Conditions Findings
3. Shared Goals for the Corridor
4. Objectives for Bensenville
5. Next Steps

Project Overview

»» Route 83 Corridor Plan

Goals and Outcomes

Corridor + Land Use Planning

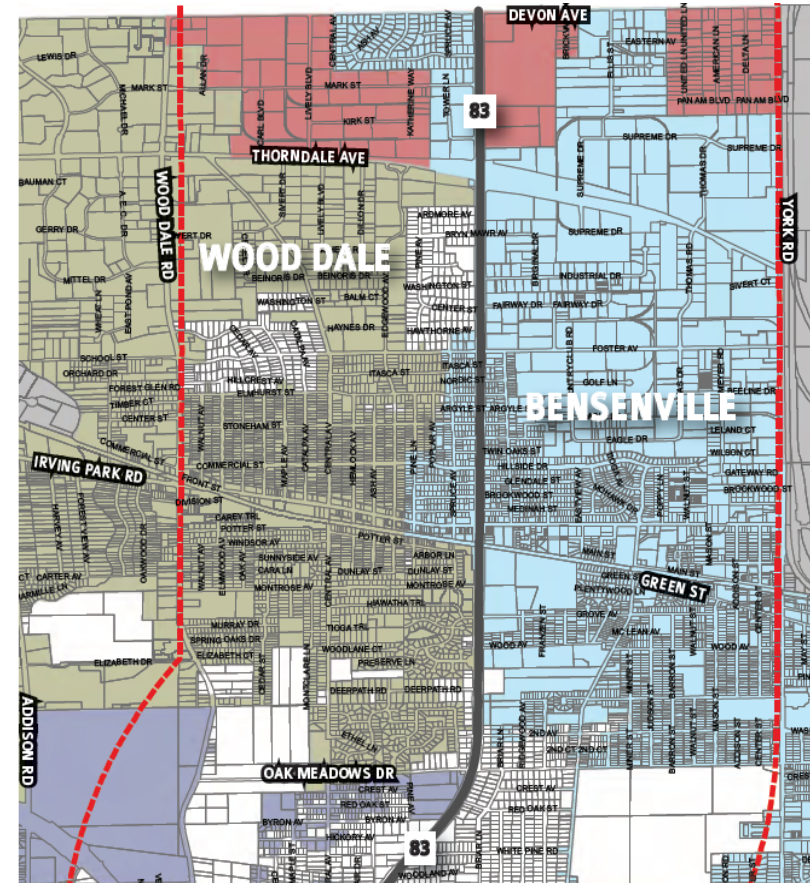
- Update County Land Use Plan
- Reflect Local Land Use Policies
- CMAP GO TO 2040 + ON TO 2050
- Plan Adoption

Markets & Existing Conditions

- Real Market Facts Matter

Transportation Systems

- Connect Sites, Residents, Shoppers, and Communities
- Multimodal choices
- Plan for Implementation



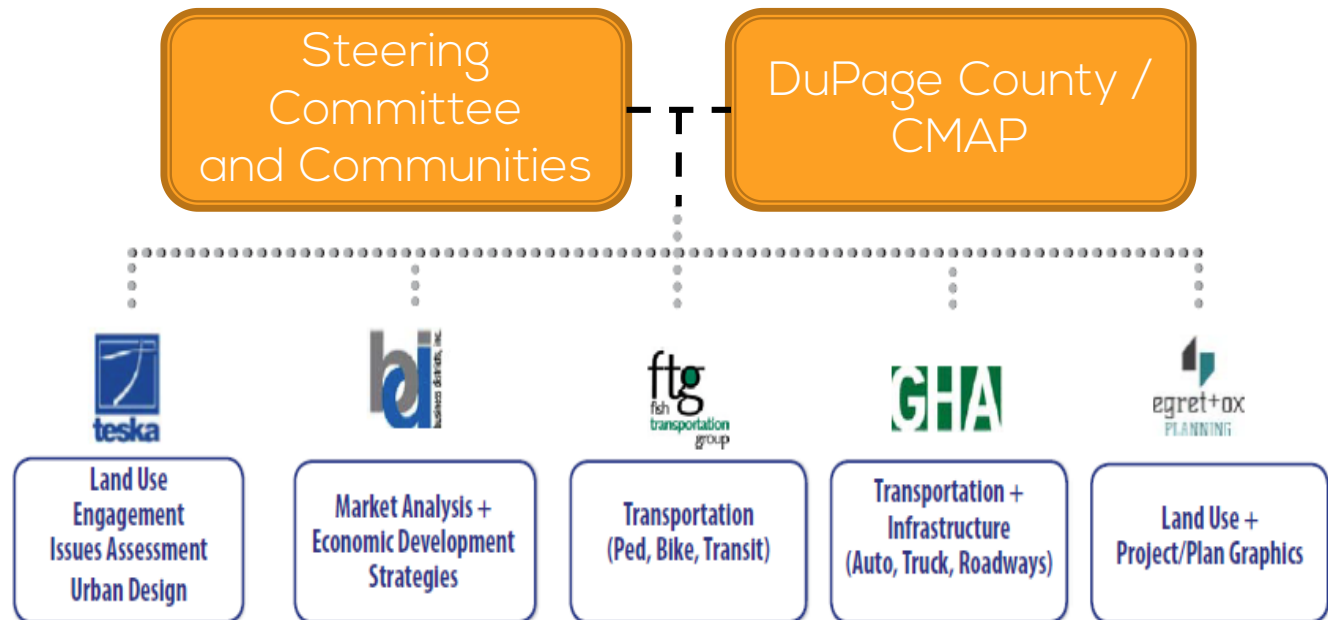
Project Participants

- ▶ Bensenville
- ▶ Addison
- ▶ Elmhurst
- ▶ Villa Park
- ▶ Wood Dale
- ▶ CMAP
- ▶ DuPage County

Corridor Communities

Corridor Stakeholders

Project Consultant Team



Work Program

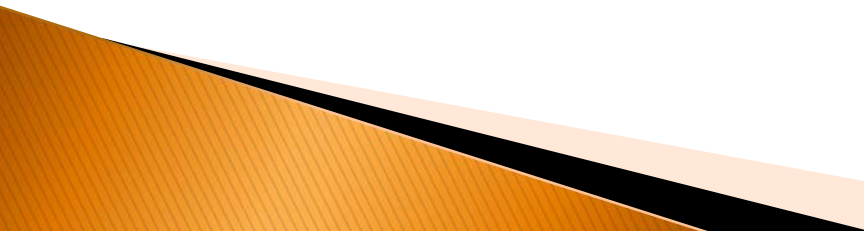
Route 83 Corridor Plan

Phase 1		Phase 2 *		Phase 3	
TASKS 1 & 2 Kickoff Meetings TASK 3 Website and Social Media TASK 4 Informational/Educational Materials		TASKS 1 & 2 Land Use/Zoning and Policy Assessments TASK 3 Statement of Shared Goals TASKS 4 & 5 Transportation/Market Assessments TASKS 6 & 7 Existing Conditions Report Presentation TASK 8 Workshops - Round #1		TASK 1 Summary of Key Recommendations TASK 2 Local Groups and Events TASK 3 Prepare Draft Plan TASK 4 Workshops - Round #2 TASK 5 Finalize Plan	
PHASE 1 DELIVERABLES		PHASE 2 DELIVERABLES		PHASE 3 DELIVERABLES	
<ul style="list-style-type: none"> + Communications Plan + Steering Committee Meeting Summary + Project Website + Informational/Educational Materials 		<ul style="list-style-type: none"> + Statement of Shared Goals Memorandum + Existing Conditions Report + Key Issues and Opportunities Memorandum + Public Information Materials + Summaries of Meetings and Open Houses 		<ul style="list-style-type: none"> + Summary of Key Recommendations Memo + Draft Route 83 Land Use Plan + Public Comments Archive + Corridor/Community Workshops Summary + Revised Plan + Final Route 83 Land Use Plan 	

Existing Conditions Findings

»» Route 83 Corridor Plan

Land Use & Planning

- ▶ The Route 83 corridor is a vital resource to surrounding communities, businesses and residents
 - ▶ Communities see annexing unincorporated areas as beneficial and not overly burdensome
 - ▶ Route 83 is not seen as “part” of the communities
 - ▶ Most unincorporated areas expected to remain residential
- 

Existing Land Use

- ▶ Unincorporated areas typically not in unified blocks
- ▶ Many residential and open space areas
- ▶ Unincorporated residential area abuts Bensenville.

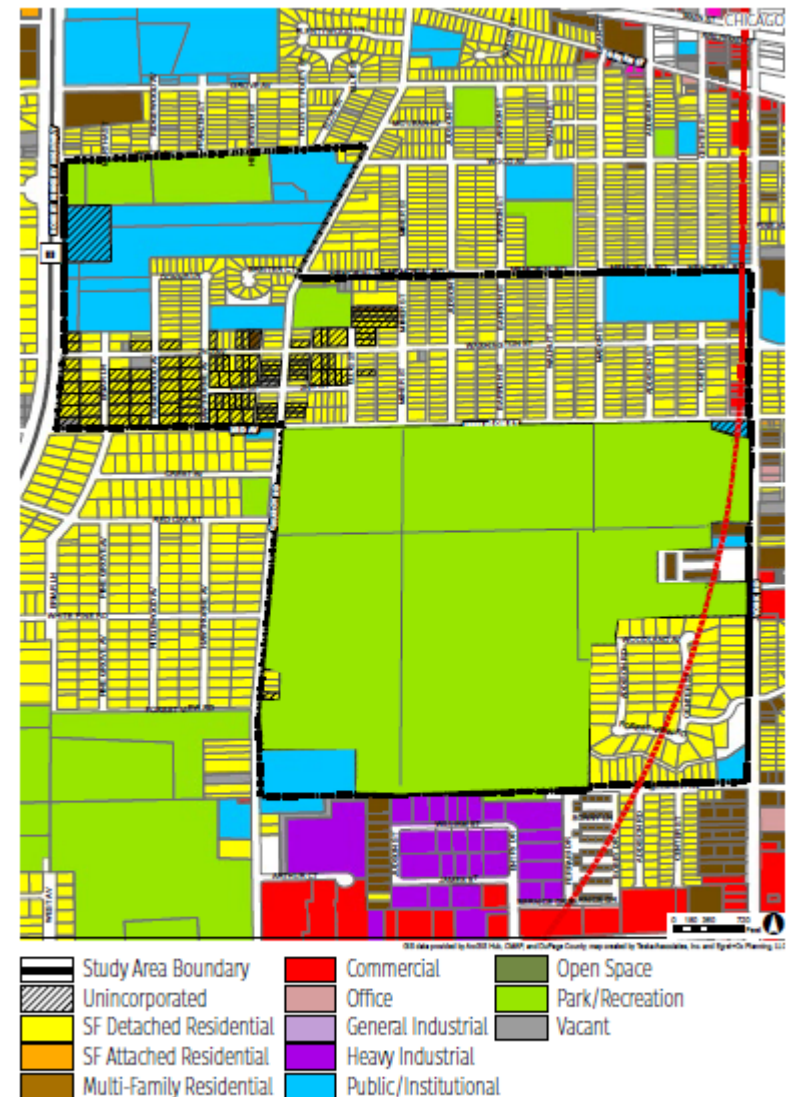


FIGURE 5.21
EXISTING LAND USE MAP | SUB-PLANNING AREA 4

Zoning

- ▶ Most unincorporated parcels zoned residential
- ▶ Few conflicts exist between land use and zoning

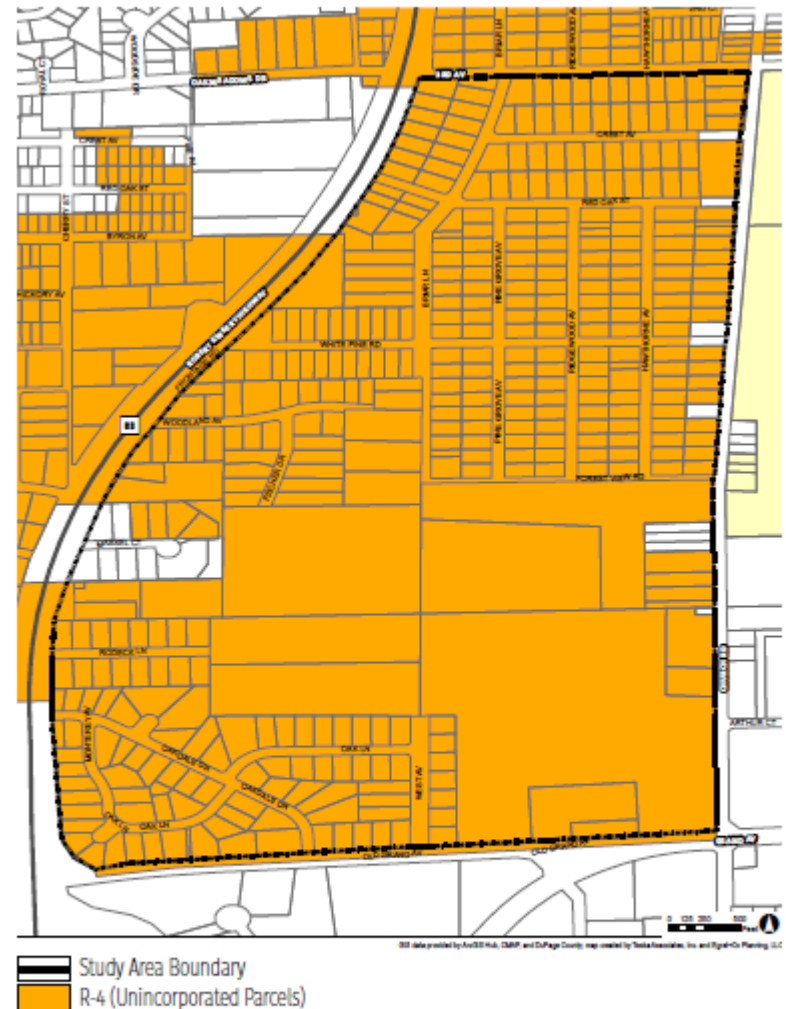


FIGURE 5.28

EXISTING COUNTY ZONING MAP | SUB-PLANNING AREA 5

* White Pines Golf Course currently incorporated

Environmental Conditions

- ▶ Salt Creek is an environmental resource, also focus of stormwater management needs
- ▶ Wetlands and water features are primarily located within forest preserves
- ▶ Large areas of forest preserve located in the corridor

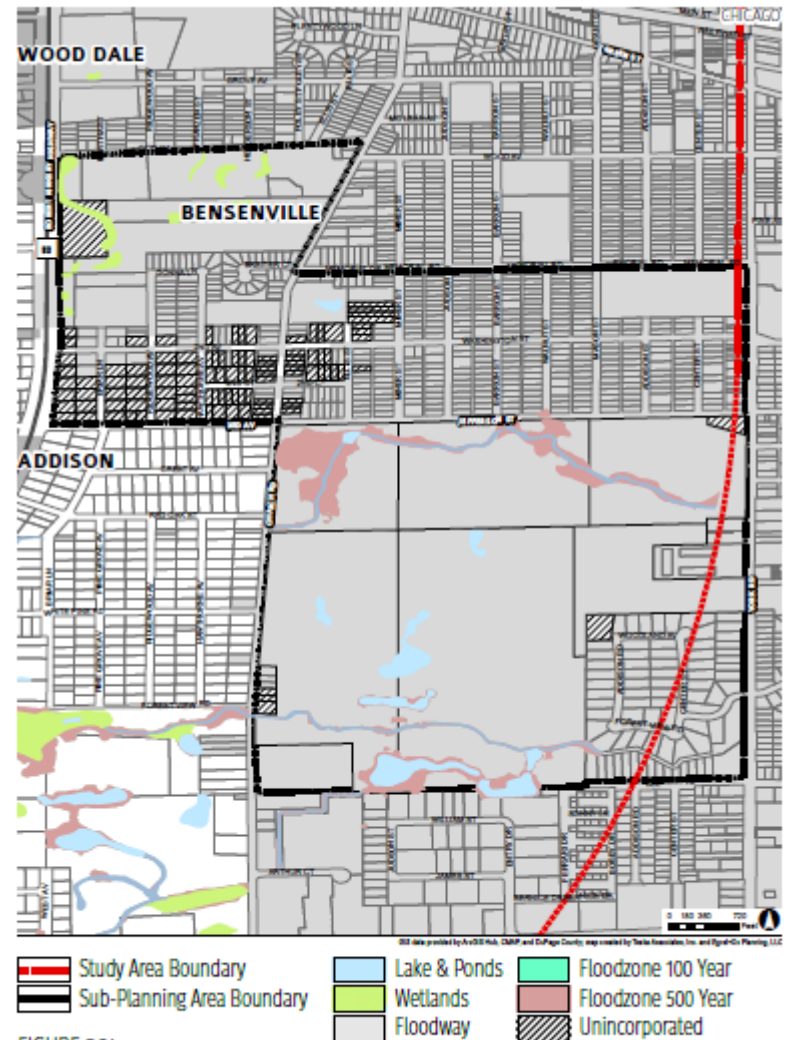
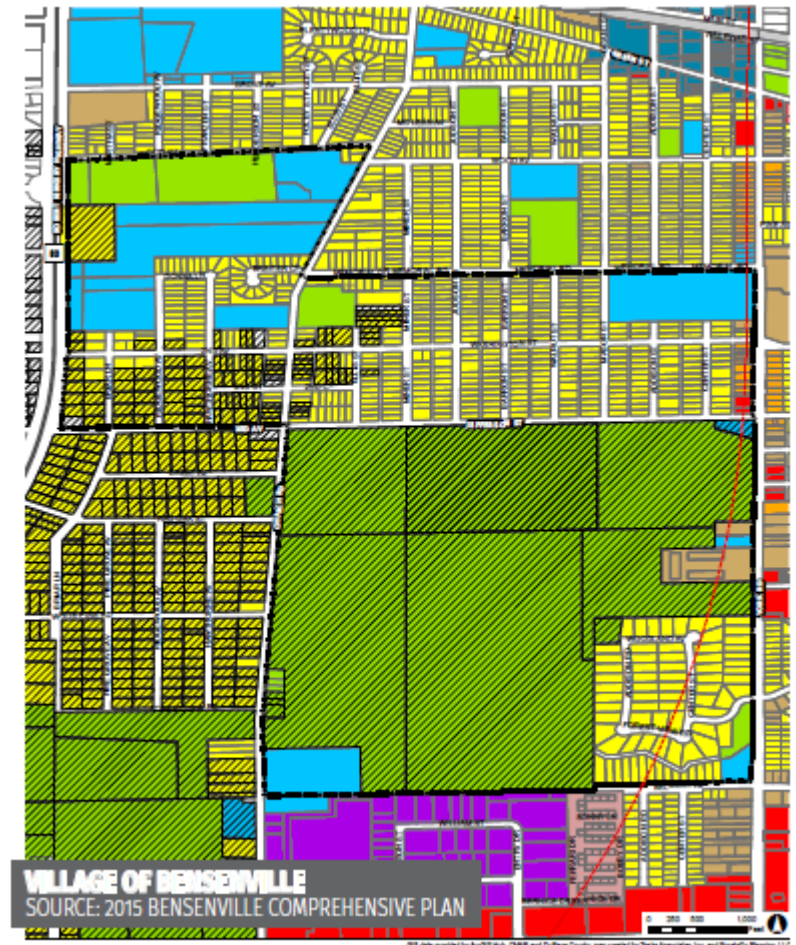



FIGURE 5.24
ENVIRONMENTAL CONDITIONS MAP | SUB-PLANNING AREA 4

Land Use Plans

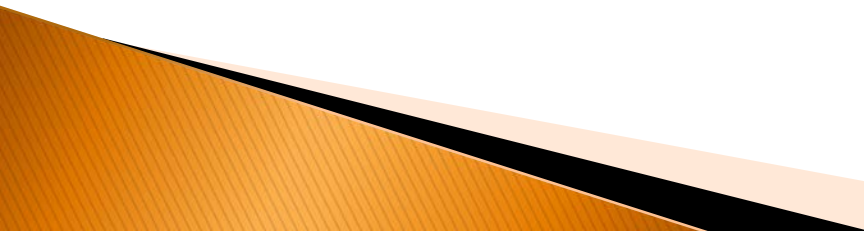
- ▶ Municipalities and County generally consistent
- ▶ Residential areas mostly shown to remain



Real Estate Markets

- ▶ Commercial development opportunities exist along Lake Street and North Avenue
 - ▶ Townhomes are the strongest part of residential market
 - ▶ Difficult access, floodplain and small/narrow lots create challenges for new development
 - ▶ Potential industrial redevelopment in Wood Dale
- 

Transportation / Mobility

- ▶ Route 83 is major regional access for auto/truck traffic
 - ▶ Limited bus service, but potential for high speed transit with appropriate infrastructure improvements
 - ▶ Local & regional bike/ped trails located nearby
 - ▶ Corridor communities have active transportation plans.
 - ▶ Route 83 presents a barrier to E/W connections.
- 


Shared Goals for the Corridor

»» Route 83 Corridor Plan

Goals

- ❑ Add to **sense of place** and community.
 - ❑ Benefit from the **economic development** opportunities.
 - ❑ Create a **safe travel environment**.
 - ❑ Define **gateways** for each community.
 - ❑ **Coordination and communication** between government agencies.
 - ❑ Protect and enhance **environmental resources**.
 - ❑ Support **residential quality of life**.
- 

Objectives

- ❑ Address Code Enforcement
 - ❑ Build on Transportation / Markets as economic development
 - ❑ Develop with eye toward identified market futures
 - ❑ Enhance mobility / accessibility
 - ❑ Manage impacts of Rt 83 on neighbors
 - ❑ Define boundaries
 - ❑ Continue joint planning
 - ❑ Project positive image for corridor
- 

Bensenville: Goals for the Corridor



Route 83 Corridor Plan

Goals for unincorporated sites and Route 83....

- ▶ Land Use and Future Development
 - ▶ Economic Development
 - ▶ Transportation (getting around)
 - ▶ Code Enforcement
 - ▶ Community Character
 - ▶ Intergovernmental Workings
- 

Next Steps

»» Route 83 Corridor Plan

Next Steps: Community Meetings

- ▶ Corridor Workshops
 - with Elected Officials in each community / and DuPage County
- ▶ Corridor Open House Meetings
 - **Elmhurst:** May 16, 2019 (complete)
 - **Bensenville:** May 23, 2019

THANK YOU!



Route 83 Corridor Plan

TYPE:Resolution**SUBMITTED BY:**Dan Schulze**DEPARTMENT:**Police**DATE:**5/21/2019**DESCRIPTION:**

Consideration of an Intergovernmental Agreement Between the Village of Bensenville and Bensenville Elementary School District No. 2 for a School Resource Officer

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

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

COMMITTEE ACTION:**DATE:**

5/21/2019

BACKGROUND:

The Village of Bensenville Police Department and the Board of Education, Bensenville Elementary School District 2 have an Intergovernmental Agreement to provide the school district with a school resource officer (SRO). The school district pays 70% of the costs associated with this officer including salary, car and uniform allowance. This IGA expires yearly and this is the renewal for the upcoming school year (FY20)

KEY ISSUES:

The Village of Bensenville Police Department and the Board of Education, Bensenville Elementary School District 2 feel it is mutually beneficial to have an officer assigned to the schools. The school district has agreed to pay 70% of all costs associated with this officer. The officer has forged relationships with the students and the school officials and is a role model and a positive presence in the school.

ALTERNATIVES:

The alternative is to discontinue this program and re-assign the officer at the discretion of committee.

RECOMMENDATION:

Staff recommends approval of the IGA.

BUDGET IMPACT:

2019-2020 Salary and Benefits of Resource Officer	\$129,780	
70% of Salary and Benefits of Resource officer :	\$90,846	
2019-2020 Equipment Cost (squad car):	\$7,143	
70% of Equipment Cost for Resource Officer:	\$5,000	
2018-2019 Uniform Cost for Resource Officer:	\$1,000	
70% of Uniform Cost for Resource Officer:		\$700

ACTION REQUIRED:

Approval of the Intergovernmental Agreement Between the Village of Bensenville and Bensenville Elementary School District No. 2 for a School Resource Officer.

ATTACHMENTS:

Description

Upload Date

Type

TYPE:Ordinance**SUBMITTED BY:**Dan Schulze**DEPARTMENT:**Police**DATE:**5/21/2019**DESCRIPTION:**

Consideration of a Ordinance of the Village of Bensenville DuPage and Cook Counties, Illinois Amending Chapter Two of Title Five of the Bensenville Village Code to Regulate Motor Vehicle Stopping, Standing, or Parking

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**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> |
| X | <i>Quality Customer Oriented Services</i> | X | <i>Major Business/Corporate Center</i> |
| X | <i>Safe and Beautiful Village</i> | | <i>Vibrant Major Corridors</i> |

COMMITTEE ACTION:

n/a

DATE:

05/21/19

BACKGROUND:

Semi-Tractor and Semi-Trailer parking in the Village has become a problem in recent times. Specifically, residential areas and Tower Lane have been plagued with Semi-tractors and trailers being left parked in violation of signs. The Village responded by making Tower Lane "No Parking" on both sides, but the truck drivers feel it is worth the \$25.00 ticket to park overnight as truck stops typically charge more for an overnight space. We propose raising the fine to \$250.00 to encourage the drivers to comply with the Ordinance and find an appropriate place to park for the night.

KEY ISSUES:

1. The parking violation fine is currently \$25.00 which is determined to be too low as a deterrent.
2. Tower Lane is becoming a semi-trailer parking lot making it impossible for business traffic to flow.
3. Semi-trailers are parking on both sides of the street during overnight hours even after being ticketed.

ALTERNATIVES:

Discretion of the Committee of the Whole.

RECOMMENDATION:

Staff Recommends approval of the Ordinance of the Village of Bensenville DuPage and Cook Counties, Illinois Amending Chapter Two of Title Five of the Bensenville Village Code to Regulate Motor Vehicle Stopping, Standing, or Parking.

BUDGET IMPACT:

The fine increase of \$250.00 will be applied to the General Fund Account.

ACTION REQUIRED:

Approval of the Ordinance of the Village of Bensenville DuPage and Cook Counties, Illinois Amending Chapter Two of Title Five of the Bensenville Village Code to Regulate Motor Vehicle Stopping, Standing or Parking.

ATTACHMENTS:

Description

Upload Date

Type

TYPE:Resolution**SUBMITTED BY:**Jovana Dacic**DEPARTMENT:**Public Works**DATE:**May 21, 2019**DESCRIPTION:**

Consideration of a Resolution Waiving Competitive Bidding and Authorizing a Purchase Order to Roesch Ford of Bensenville, Illinois for the Purchase of Three (3) Police Vehicles and Three (3) Premium Care Warranties in the Not-to-Exceed Amount of \$109,140

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:**DATE:**

May 21, 2019

BACKGROUND:

The Village operates and maintains a fleet of vehicles to serve the public. From time to time, the vehicles are replaced and/or purchased.

The units and their mileage that are getting replaced are below:

Unit	Type	Year	Approx. Mileage
#301	Ford Explorer	2014	111150
#304	Ford Explorer	2014	102110
#310	Ford Explorer	2013	70500

KEY ISSUES:

The Village is waiving the competitive bidding process due to an Agreement with local provider (Roesch Ford) to uphold or better the price from the State of Illinois's Joint Fleet Purchase Agreement. The Village plans to purchase three (3) identical 2020 Ford Utility Interceptor vehicles from Roesch Ford of Bensenville, Illinois.

The warranty is premium care 5 year / 100,000 miles

The cost for these units is as follows (these costs do **NOT** include the up-fits which shall be determined at a later date):

	Price	Warranty	Total Per Vehicle
Unit #1	\$34,279	\$2,100	\$36,379
Unit #2	\$34,279	\$2,100	\$36,379
Unit #3	\$34,279	\$2,100	\$36,379
TOTAL			\$109,137

ALTERNATIVES:

Discretion of the Committee of the Whole

RECOMMENDATION:

The Staff recommends approval of the Resolution.

BUDGET IMPACT:

The funds for these three (3) units is available in account # 31580490 595000

#301 - \$45,000

#304 - \$45,000

#310 - \$45,000

(up-fits and costs associated will be determined at a later date)

ACTION REQUIRED:

Approval of a Resolution Waiving Competitive Bidding and Authorizing a Purchase Order to Roesch Ford of Bensenville, Illinois for the Purchase of Three (3) Police Vehicles and Three (3) Premium Care Warranties in the Not-to-Exceed Amount of \$109,140

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
RES - 2019 - 3 Police Vehicle Purchase for 2019	5/15/2019	Resolution Letter
Roesch Ford 2020 Ford Interceptor Quote	5/15/2019	Backup Material
Warranty Cost	5/15/2019	Backup Material
CIP Fleet Items	5/15/2019	Backup Material

RESOLUTION NO. _____

**WAIVING COMPETITIVE BIDDING AND AUTHORIZING A PURCHASE
ORDER TO ROESCH FORD OF BENSENVILLE, ILLINOIS FOR THE
PURCHASE OF THREE (3) POLICE VEHICLES AND THREE (3) PREMIUM
CARE WARRANTIES IN THE NOT-TO-EXCEED AMOUNT OF \$109,140**

WHEREAS the Village owns and maintains a fleet of vehicles for the purpose of servicing the public, and

WHEREAS from time to time vehicles are replaced and or purchased for the purpose of better serving the community, and

WHEREAS the Village is purchasing/replacing three (3) units in the Police fleet, and

WHEREAS the Village has an agreement with local provider, Roesch Ford on Grand Avenue, and

WHEREAS the total cost for all three vehicles and warranties is \$109,140, and

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

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

SECTION TWO: The Village Board authorizes and approves this Resolution Authorizing a Purchase Order to Roesch Ford of Bensenville, Illinois for the Purchase of Three (3) Police Vehicles and Three (3) Premium Care Warranties in the Not-to-Exceed Amount of \$109,140

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, this May 28, 2019.

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

303 W. Grand Ave,
Bensenville, IL 60106.
Tel: (630) 279 - 6000
Fax: (630) 451 - 3509
www.roeschford.com



**Truck
Center**

Buyer _____ VILLAGE OF BENSENVILLE
Co-Buyer _____
Street _____ 12 S CENTER ST
City, St, Zip _____ BENSENVILLE, ILL 60106 County _____ DUPAGE
Phone _____ 630-670-1747 Fax _____ Date 04/11/19
Contact CHIEF DAVE SCHULZE / VINCE Email _____

MAKE FORD	MODEL PPV	COLOR BLACK	STK# FACTORY ORDER	YEAR 2020
BODY STYLE AWD 4DR	TYPE OF SALE CASH	SALESPERSON B.KILDUFF	VIN#	

**PLEASE TAKE NOTICE: THIS ORDER IS NOT VALID UNLESS SIGNED BY
MANAGEMENT OF ROESCH FORD**

11. Any **USED** motor vehicle sold to Purchaser by Dealer under this Order is sold at the time of delivery by Dealer without any guarantee or warranty, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this order or in a separate writing furnished to Purchaser by Dealer.

Signature of Customer _____

NEW 2020 FORD UTILITY POLICE INTERCEPTOR AWD 500A PKG		
3.3L V-6 GAS ENGINE / 10 SPEED AUTOMATIC TRANSMISSION		
BLACK EXTERIOR COLOR / EBONY CLOTH FRONT BUCKETS / VINYL REAR BENCH SEAT		
COURTESY LAMP DISABLE / DRIVER SIDE SPOT LAMP LED (WHELEN)		
AM-FM-MP3 CAPABLE-BLUETOOTH (STD) / KEYED ALIKE 1284X		
PREWIRING GRILL LAMP, SIREN, SPEAKER / NOISE SUPPRESSION BOND STRAPS		
REAR DOOR HANDLES & LOCKS INOPERABLE / REAR CONSOLE MOUNTING PLATE		
FRONT HEADLAMP HOUSING (STD) / REAR TAIL LAMP HOUSING / TAIL LAMP LIGHTING SOLUTION		
POWER WINDOWS UP/DOWN FRT DRIVER/PASS SIDE WITH DISABLE FEATURE		
SOLAR GLASS TINT-2ND ROW ONLY / IGNITION OVERRIDE / REVERSE SENSING		
VEHICLE PAYOFF INFORMATION		TOTAL CASH SALE PRICE
COMPANY _____		\$34,176.00
ADDRESS _____		Trade-in Value \$0.00
PHONE _____		Sub-Total \$34,176.00
CONTACT _____		Electronic Registration Tax \$0.00
ACCOUNT# _____	GOOD UNTIL _____	Sales tax \$0.00
DESCRIPTION OF USED TRUCK TRADE-IN		License & Title MP PLATES \$103.00
YEAR _____	MODEL _____	Documentation \$0.00
BODY STYLE _____	SERIAL # _____	Safety Inspection \$0.00
		Cook County Use Tax (1.00%) \$0.00
		Add Payoff \$0.00
		TOTAL CASH DELIVERED PRICE
		\$34,279.00
		Extended Service Plan
		Rebate \$0.00
		Deposit Receipt
		C.O.D. \$34,279.00
		Contract
I AGREE TO THE TERMS & CONDITIONS HEREIN		SALES ASSOCIATE _____
		APPROVED BY _____

1) This agreement is subject to the additional terms and conditions on the back of this order
2) No other agreement, verbal or otherwise, will be honored. Read this order on both sides to avoid any misunderstandings
3) Sales Tax to be calculated based on IL state tax law in effect at time of delivery

Brian Kilduff

From: Brian Kilduff
Sent: Thursday, April 11, 2019 4:18 PM
To: dschulze@bensenville.il.us
Cc: VEnglish@bensenville.il.us
Subject: Emailing: REVISED POLICE INTERCEPTOR PRICI
Attachments: REVISED POLICE INTERCEPTOR PRICI.PDF

Dave,

Here is the revised pricing on the 2020 Police Interceptor SUV. I added the (4) items to the PPV that we discussed in our meeting this morning. Here is the break down on the extended warranties-

EXTRA CARE WARRANTY- 5 YEAR / 100,000 MILE \$1505.00
7 YEAR / 125,000 MILE \$ 2255.00.00
PREMIUM CARE WARRANTY- 5 YEAR / 100,000 MILE \$ 2100.00
7 YEAR / 125,000 MILE \$ 2825.00

If you have any questions please call me.

Thanks Brian Kilduff-Roesch Ford

Your message is ready to be sent with the following file or link attachments:

REVISED POLICE INTERCEPTOR PRICI

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Category	Project	Description	Source	Capital Improvement Fund	Motor/Fuel Tax	Recreation Fund	TIF	Water & Sewer	Fleet Sinking Fund	Unfunded	Grand Total
Wastewater	Contracted - US Study C/I	Contracted - US Study C/I	Sewer Capital	-	-	-	-	200,000	-	-	200,000
Wastewater	Sanitary Sewer Evaluation Study Phase I C/I	Sanitary Sewer Evaluation Study Phase I C/I	Sewer Capital	-	-	-	-	200,000	-	-	200,000
Wastewater	Sanitary Sewer Evaluation Study Phase II	Village Wide - Public Sewers Only	Sewer Capital	-	-	-	-	225,000	-	-	225,000
Wastewater / Vehicles	2015 Various Vegetation Management	Addison Creek Trib 2, Culvert 8	CIP	15,000	-	-	-	1,150,000	-	-	1,165,000
Stormwater	Heritage Square Basin Restoration	Heritage Square Basin Restoration	TIF	-	-	-	2,900	-	-	-	2,900
Stormwater	storm sewer 50/50	storm sewer 50/50	CIP	50,000	-	-	-	-	-	-	50,000
Stormwater / Total				65,000	-	-	2,900	-	-	-	67,900
Equipment / Vehicles	Fleet Lease	Fleet Lease	Fleet Sinking Fund	-	-	-	-	-	120,400	-	120,400
Equipment / Vehicles	PD #301 - 2019 Police Ford SUV Interceptor	Replaces 2014 Ford SUV Interceptor	Fleet Sinking Fund	-	-	-	-	-	45,000	-	45,000
Equipment / Vehicles	PD #304 - 2019 Police Ford SUV Interceptor	Replaces 2014 Ford SUV Interceptor	Fleet Sinking Fund	-	-	-	-	-	45,000	-	45,000
Equipment / Vehicles	PD #308 - 2019 Police Ford SUV Interceptor	Replaces 2013 Ford sedan Interceptor	Fleet Sinking Fund	-	-	-	-	-	40,000	-	40,000
Equipment / Vehicles	PD #310 - 2019 Police Ford SUV Interceptor	Replaces 2013 Ford SUV Interceptor	Fleet Sinking Fund	-	-	-	-	-	45,000	-	45,000
Equipment / Vehicles	PD #321 - 2019 Ford Fusion (unmarked)	Replaces 2009 Ford Fusion (Investigations Sergeant)	Fleet Sinking Fund	-	-	-	-	-	30,000	-	30,000
Equipment / Vehicles	PD #327 - 2019 Ford Fusion or SUV (unmarked)	Replaces 2005 Crown Vic (Admin Serj) - Repurpose #308	Unfunded	-	-	-	-	-	-	30,000	30,000
Equipment / Vehicles	PW NEW Sidewalk Plow	Diesel	Unfunded	-	-	-	-	-	-	100,000	100,000
Equipment / Vehicles	PW NEW Street/Forestry Trailer	Trailer for multiple pieces of Street/Forestry Equipment	Unfunded	-	-	-	-	-	-	10,000	10,000
Equipment / Vehicles	PW #267	Jaw Bucket	Fleet Sinking Fund	-	-	-	-	-	9,000	-	9,000
Equipment / Vehicles	PW #262 - 2017 John Deere End Loader	Replaces 1995 Case 621B Loader/Plow	Unfunded	-	-	-	-	-	-	230,000	230,000
Equipment / Vehicles	PW #242 2008 F550	1 ton dump Streets - Retrofit with new body same chassis	Fleet Sinking Fund	-	-	-	-	-	25,000	-	25,000
Equipment / Vehicles	PW #240 REPAKE Combo Bobcat	2000 #270 7'31" Skid Steer	Fleet Sinking Fund	-	-	-	-	-	50,000	-	50,000
Equipment / Vehicles	REC #1 2020 Olympia Zamboni	Replaces 1997 Olympia Zamboni; Green, Propane, side dump. Recreation Fund	-	-	-	93,000	-	-	-	-	93,000
Equipment / Vehicles / Total				-	-	93,000	-	-	-	-	93,000
Grand Total				7,040,040	908,700	233,000	2,900	4,567,419	434,400	1,122,800	14,309,259

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**May 21, 2019**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of an Engineering Service Contract with Strand Associates, Inc. to Perform Village-Wide Lift Station Assessment Project in the Not-to-Exceed Amount of \$47,680

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

<input type="checkbox"/>	<i>Financially Sound Village</i>	<input type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input 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:

Committee of the Whole

DATE:

May 21, 2019

BACKGROUND:

Conveyance and treatment of domestic waste is one of the core services provided by the Village to its residents, institutions and businesses. The Village owns and operates approximately 62 miles of sanitary sewers throughout its six square mile area. These sewers help convey the domestic waste to the Wastewater Treatment Plant where the waste is treated prior to being discharged. The Village also owns and operates eighteen (18) sanitary lift stations as part of its conveyance network. The lift stations are critical part of sanitary sewer conveyance system that help pump the domestic waste. The Village also maintains and operates two storm lift stations at Redmond Reservoir and Lyons Park.

KEY ISSUES:

Based on the limited records, staff figures the average age of Village's lift station is approximately between 40-50 years. The Village has historically done piece meal type of improvements at these lift station and/or done emergency improvements when something inside the lift station has failed completely. It is time to evaluate every lift station in the Village and identify the upgrades necessary to each station. The proposed assessment will not only identify the need of each lift stations but will also provide us with a recommended improvement plan to incorporate within the Village's capital investment program.

In 2017, the Village advertised for and selected through a Qualification Based System (QBS) approach a list of engineering firms to provide design, construction, stormwater and wastewater engineering services for the upcoming years. Strand Associates, Inc (Strand) is one of the short listed firms to provide wastewater engineering services. Strand comes with a lot of experience in the wastewater treatment and conveyance improvements. Strand also provided design and construction engineering services for the Village's WWTP upgrades. The Village staff has found their professional services to be extremely satisfactory in the past. The Village staff feels very confident of bringing them on board to perform the lift station assessment due to their excellent professional skills, knowledge, and familiarity of similar projects. The project team of ERA and Village staff has worked well together in the past and staff recommends continuing with this team for the upcoming project.

Strands' original proposal for the study was in the amount of \$49,680. After negotiations, the proposal is reduced to \$47,680, resulting in savings of \$2,000. Staff feels the revised cost is appropriate.

ALTERNATIVES:

Discretion of the Committee

RECOMMENDATION:

Staff recommends approval of the engineering service agreement

BUDGET IMPACT:

In CY2019, the Village has budgeted \$200,000 for the lift station assessment study. The remainder of the cost will be put towards design/construction improvements being recommended as result of the assessment

ACTION REQUIRED:

Approval of the Resolution authorizing an engineering services contract with Strand Associates, Inc to perform village wide lift station assessment project in the not-to-exceed amount of \$47,680.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	5/15/2019	Resolution Letter
Engineering Agreement	5/16/2019	Cover Memo
Revised Fee Schedule	5/14/2019	Backup Material
Draft Fee Schedule	5/14/2019	Backup Material
Location Map	5/14/2019	Backup Material

RESOLUTION NO.

**AUTHORIZING THE APPROVAL OF AN ENGINEERING SERVICE
AGREEMENT WITH STRAND ASSOCIATES, INC
FOR THE VILLAGE WIDE LIFT STATION ASSESSMENT PROJECT IN THE
NOT-TO-EXCEED AMOUNT OF \$47,680.00**

WHEREAS the Village of Bensenville owns and operates approximately sixty-two (62) miles of sanitary sewer conveyance system; and

WHEREAS the Village owns and operates eighteen (18) sanitary lift stations that are part of the sanitary conveyance system; and

WHEREAS the Village owns and operated approximately sixty (60) miles of storm sewer conveyance system; and

WHEREAS the Village owns and operates two (2) storm sewer lift stations as part of the storm sewer conveyance system; and

WHEREAS the average age of the lift station is between forty (40) to fifty (50) years; and

WHEREAS the lift stations are in integral part of the conveyance system; and

WHEREAS the Village has historically only performed the necessary repairs at these lift stations; and

WHEREAS it is necessary to evaluate and upgrade the lift stations to maintain its functionality; and

WHEREAS the Village has an approved short list of firms to provide wastewater engineering services; and

WHEREAS Strand Associates, Inc. (Strand) is one of the short listed firms; and

WHEREAS Strand has an extensive amount of experience working on wastewater related projects; and

WHEREAS Strands had provided design and construction services for the Village's WWTP upgrades; and

WHEREAS the Village staff feel confident of hiring Strand for the proposed assessment due to their knowledge and familiarity of similar projects; and

WHEREAS the Village requested a proposal from Strand; and

WHEREAS after negotiations the total cost proposal received is in the not-to-exceed amount of \$47,680; 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 an engineering services agreement with Strand Associates, Inc for the Village wide lift station assessment project in the not to exceed amount of \$47,680.00

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated May 28, 2019.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



Strand Associates, Inc.®

910 West Wingra Drive

Madison, WI 53715

(P) 608-251-4843

(F) 608-251-8655

May 13, 2019

Village of Bensenville
717 East Jefferson Street
Bensenville, IL 60106

Attention: Mr. Joseph M. Caracci, P.E., Director of Public Works

Re: Agreement for General Services
Pumping Station Review

This is an Agreement between the Village of Bensenville, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide engineering services (Services) for the Pumping Station Review project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

1. Perform a visual assessment and inventory of eighteen existing sanitary sewer pumping stations and two stormwater pumping stations. This assessment will include structural, electrical, mechanical, controls and equipment condition assessment. Prepare a photographic log of the site reviews.
2. Review pump run time and supervisory control and data acquisition records for each station to identify irregular operation and quantify peak flow and durations.
3. Review capacity of existing stations and downstream force mains.
4. Prepare and submit Technical Memorandum No. 1 to OWNER, summarizing services provided under tasks No. 1 through No. 3.
5. Meet with OWNER via teleconference for Working Session No. 1 to discuss and obtain input on Technical Memorandum No. 1.
6. Provide considerations for potential improvements. Develop an opinion of probable cost for potential improvements.
7. Rank and prioritize potential improvements. Develop a conceptual schedule for implementation of potential improvements.
8. Prepare and submit Technical Memorandum No. 2 to OWNER, summarizing services provided under tasks No. 6 and No. 7.
9. Meet with OWNER for Working Session No. 2 to discuss and obtain input on Technical Memorandum No. 2.
10. Prepare draft of a Pumping Station Improvements for phasing the improvements. Submit to OWNER for review and input.
11. Incorporate OWNER comments as appropriate and prepare the final version of the report.

Village of Bensenville
Page 2
May 13, 2019

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
2. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
3. Bidding- and Construction-Related Services: Bidding- and construction-related services for the project will require a separate agreement with OWNER.
4. Drawings and Specifications: Design services including drawings and specifications, if provided by ENGINEER, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
5. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
6. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
7. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
8. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.

Compensation

OWNER shall compensate ENGINEER for Services on an hourly rate basis plus expenses an estimated fee of \$47,700.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Village of Bensenville
Page 3
May 13, 2019

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of June 3, 2019. Services are scheduled for completion on September 30, 2019.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, maintenance information, record drawings, pump curves, and existing pump shop drawings if available, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, and perform fill and draw tests to assist ENGINEER in determining existing pumping rates, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.
7. Pay all permit and plan review fees payable to regulatory agencies.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.

Village of Bensenville
Page 4
May 13, 2019

3. If there is a modification of Illinois Environmental Protection Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

Village of Bensenville
Page 5
May 13, 2019

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

VILLAGE OF BENSENVILLE

Joseph M. Bunker
Corporate Secretary

Date

Evan Summers
Village Manager

Date

NOT FOR
SIGNATURE

Village of Bensenville
Pumping Station Review Project
Level of Effort/Fee
May 2019

Wastewater Pumping Station Review Task	J. Bunker Principle	T. Stinson PM	Bzdusek PE	Bartolerio PE	Seehaver Electrical	Bolle Structural	Langer QC	Staff ACAD	Staff Office	Total Hours	Labor	Expenses	Total Fee
Billing Rates	\$234	\$230	\$141	\$117	\$118	\$146	\$124	\$100	\$85				
Contract Development and Project Management	1	6							1	8	\$1,700	\$190	\$1,890
Data Gathering and Review			4						1	5	\$650	\$70	\$720
Perform Visual Assessment/Site Visits			48			48				96	\$13,770	\$1,510	\$15,280
Review Pump Run Time Records/SCADA		1	8		4					13	\$1,820	\$200	\$2,020
Review PS and Forcemain Capacities			16	3			2			21	\$2,850	\$310	\$3,160
Provide Tech Memo No. 1 - PS Condition Assessments		2	24	6	4	8	2	1	2	49	\$6,690	\$740	\$7,430
Midcourse PS Condition Assessment Teleconference		1	1							2	\$370	\$40	\$410
Evaluate Potential Improvements and Develop Cost Opinions		2	32	8						42	\$5,890	\$650	\$6,540
Rank and Prioritize Improvements and Develop Schedules		1	8							9	\$1,350	\$150	\$1,500
Provide Tech Memo No. 2 - PS Evaluations		1	12	4		2	4	1	2	26	\$3,440	\$380	\$3,820
PS Evaluation Review Meeting		4	6							10	\$1,760	\$190	\$1,950
Provide Draft of Final Report and Recommendations for Phasing		1	8				2		2	13	\$1,770	\$190	\$1,960
Incorporate Village Comments and Finalize Report		1	4						2	7	\$960	\$110	\$1,070
Total Hours and Costs	1	20	171	21	8	58	10	2	10	301	\$43,020	\$4,730	\$47,750

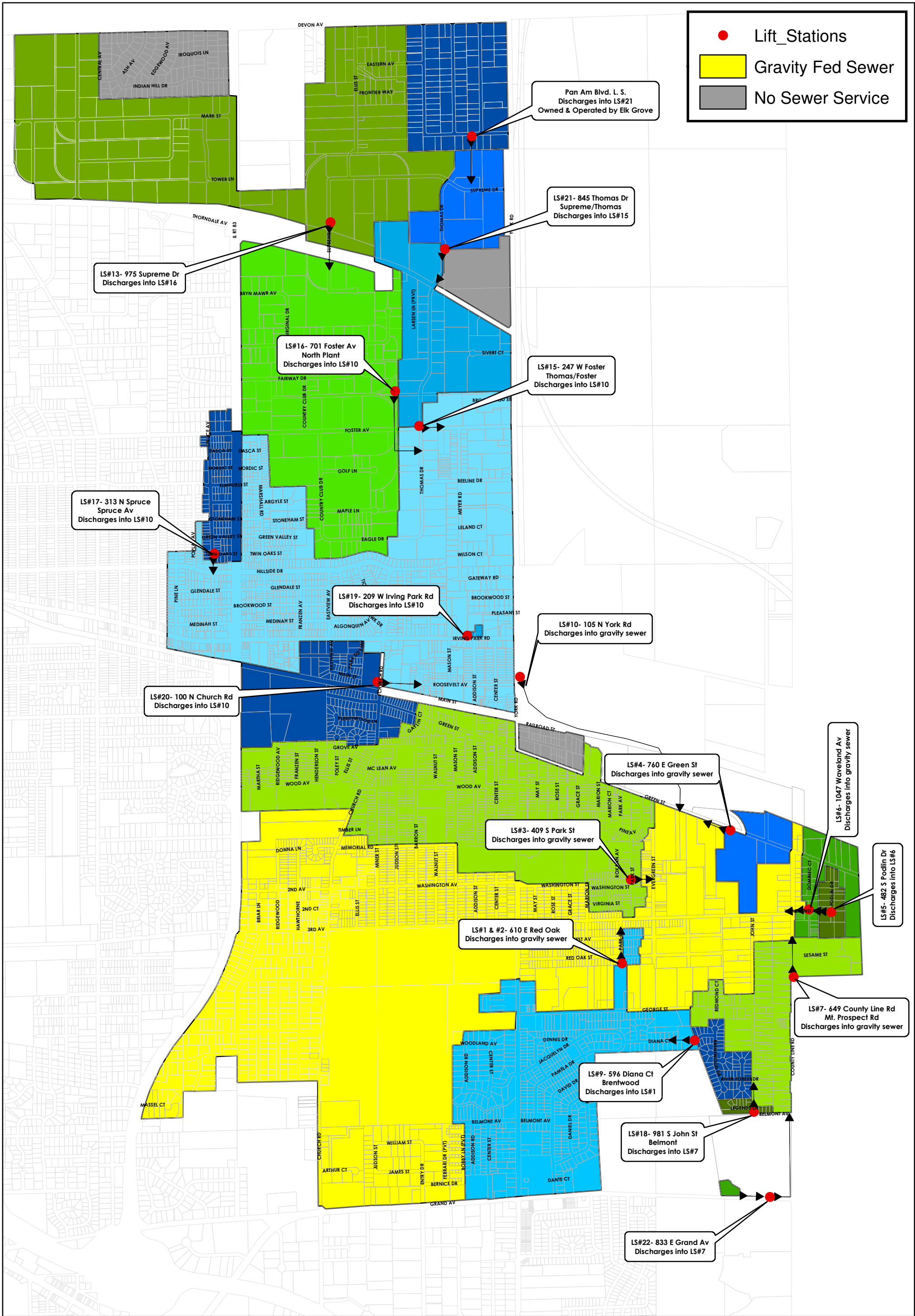
Village of Bensenville
Pumping Station Review Project
Level of Effort/Fee
May 2019

Wastewater Pumping Station Review Task	J. Bunker	T. Stinson	Bzdusek	Bartolerio	Seehaver	Bolle	Langer	Staff	Staff		Total			Total
	Principle	PM	PE	PE	Electrical	Structural	QC	ACAD	Office		Hours	Labor	Expenses	Fee
Billing Rates	\$234	\$230	\$141	\$117	\$118	\$146	\$124	\$100	\$85					
Contract Development and Project Management	1	6							1		8	\$1,700	\$190	\$1,890
Data Gathering and Review			4						1		5	\$650	\$70	\$720
Perform Visual Assessment/Site Visits		1	48			48					97	\$14,000	\$1,540	\$15,540
Review Pump Run Time Records/SCADA		1	8		4						13	\$1,820	\$200	\$2,020
Review PS and Forcemain Capacities			16	4			2				22	\$2,960	\$330	\$3,290
Provide Tech Memo No. 1 - PS Condition Assessments		2	24	6	4	8	2	1	2		49	\$6,690	\$740	\$7,430
Midcourse PS Condition Assessment Meeting		4	6								10	\$1,760	\$190	\$1,950
Evaluate Potential Improvements and Develop Cost Opinions		2	32	8							42	\$5,890	\$650	\$6,540
Rank and Prioritize Improvements and Develop Schedules		1	8								9	\$1,350	\$150	\$1,500
Provide Tech Memo No. 2 - PS Evaluations		1	12	4		2	4	1	2		26	\$3,440	\$380	\$3,820
PS Evaluation Review Meeting		4	6								10	\$1,760	\$190	\$1,950
Provide Draft of Final Report and Recommendations for Phasing		1	8				2		2		13	\$1,770	\$190	\$1,960
Incorporate Village Comments and Finalize Report		1	4						2		7	\$960	\$110	\$1,070
Total Hours and Costs	1	24	176	22	8	58	10	2	10		311	\$44,750	\$4,930	\$49,680



Village of Bensenville

Wastewater Lift Station Zones



TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**May 21, 2019**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Contract with Superior Road Striping, Inc. of Melrose Park, IL for the 2019 Pavement Striping Program in the amount of \$13,511.20

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:**DATE:**

May 21, 2019

BACKGROUND:

The Village, in an effort to maintain safe and beautiful roadways for all those who pass through the Village, performs routine maintenance to achieve these goals. For the safety of the motoring public the Village conducts a roadway striping program on an annual basis. This year's striping program will largely focus in Area 4 maintenance zone.

KEY ISSUES:

In past years, the Village has taken advantage of the competitively bid pricing through Suburban Purchasing Cooperative (a joint purchasing program for local government agencies) by Northwest Municipal Conference (NWMC). This year the Village is taking advantage of the competitive bidding performed through the DuPage County Department of Transportation. Superior Road Striping, Inc of Melrose Park, IL was the lowest bidder for this project. Staff has evaluated the prices from the NWMC and DuDOT. The pricing obtained through DuDOT are slightly more cost effective and will save the Village about \$3,000.

The Village recently obtained a proposal from Superior Road Striping for 2019 Striping Program. Based on the quantities initially identified, Superior Road Striping has provided a proposal in the amount of \$13,511.20.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends approval of the 2019 Pavement Striping Program contract with Superior Road Striping, Inc of Melrose Park, IL

BUDGET IMPACT:

Funds have been allocated in CY19 (\$25,000.00) for 2019 Pavement Striping Program in account 11050421 549990.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Contract with Superior Road Striping, Inc. of Melrose Park, IL for the 2019 Pavement Striping Program in the amount of \$13,511.20

ATTACHMENTS:**Description**

Resolution

Upload Date

5/14/2019

Type

Resolution Letter

Quote - 2019 Pavement Marking	5/16/2019	Backup Material
DuDOT bid	5/14/2019	Backup Material
NWMC Bid	5/14/2019	Backup Material
Location Map	5/14/2019	Backup Material
Maintenance Zone Map	5/16/2019	Backup Material

RESOLUTION NO. _____

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH
SUPERIOR ROAD STRIPING, INC. FOR
2019 PAVEMENT STRIPING PROGRAM
IN THE AMOUNT OF \$13,511.20**

WHEREAS the Village of Bensenville, in an effort to maintain safe and beautiful roadways for all those who pass through our Village performs routine maintenance to achieve these goals, and

WHEREAS Superior Road Striping, Inc. was awarded the Thermoplastic Lane Marking Contract through the competitive bidding performed by the DuPage County Department of Transportation, and

WHEREAS Superior Road Striping, Inc. will honor DuPage County joint bid pricing, and

WHEREAS Superior Road Striping, Inc. provided a quotation for supplying and applying the material, and

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

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

SECTION TWO: The Village President and Board of Trustees authorizes to execute a contract with Superior Road Striping, Inc. of Melrose Park, IL for the 2019 Pavement Striping Program in the amount of \$13,511.20

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated May 28, 2019.

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

SRS

SUPERIOR ROAD STRIPING, INC.
1967 CORNELL COURT MELROSE PARK, IL 60160

TELEPHONE 708-865-0718
FAX 708-865-0296

5/14/2019

PROPOSAL

VILLAGE OF BENSENVILLE
717 E. JEFFERSON
BENSENVILLE, IL 60106

DUPAGE COUNTY DOT PRICING
JOB LOCATION: VARIOUS

THE UNDERSIGNED, PROPOSE TO FURNISH THERMOPLASTIC
PAVEMENT MARKING AND LABOR FOR JOB DESCRIBED BELOW

DESCRIPTION	UNIT	APPROX QUANTITY	UNIT PRICE	AMOUNT
THPL PVT MK L & S	SF	252.0	3.00	756.00
THPL PVT MK LINE 4	LF	18780.0	0.45	8451.00
THPL PVT MK LINE 6	LF	1738.0	0.65	1129.70
THPL PVT MK LINE 12	LF	110.0	1.25	137.50
THPL PVT MK LINE 24	LF	291.0	3.50	1018.50
PAVEMENT MARKING REMOVAL	SF	8074.0	0.25	2018.50
				\$ 13,511.20

ACCEPTANCE: YOU ARE HEREBY AUTHORIZED TO FURNISH MATERIAL AND
LABOR NECESSARY TO COMPLETE JOB DESCRIBED.

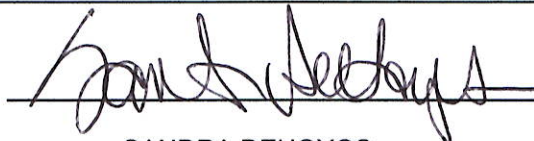
PLEASE SIGN AND RETURN FAX

SIGNATURE

DATE:

PRINT FIRST AND LAST NAME

RESPECTFULLY SUBMITTED,



SANDRA DEHOYOS
SUPERIOR ROAD STRIPING INC.



**Illinois Department
of Transportation**

**Local Public Agency
Formal Contract Proposal**

PROPOSAL SUBMITTED BY		
Superior Road Striping Inc.		
Contractor's Name		
1980 N. Hawthorne Ave		
Street	P.O. Box	
Melrose Park IL	60160	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF DuPage

DuPage County Division of Transportation

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 2019 Pavement Marking Maintenance

SECTION NO. 19-PVMKG-07-GM

TYPES OF FUNDS _____

☒ SPECIFICATIONS (required)

☒ PLANS (required)

*For Municipal Projects
Submitted/Approved/Passed*

[Signature Line]

Title

Department of Transportation

☐ Released for bid based on limited review

Regional Engineer

Date

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer

Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County DuPage
 Local Public Agency DuPage County D.O.T.
 Section Number 19-PVMKG-07-GM
 Route Various

Sealed proposals for the improvement described below will be received at the office of DuPage County Div of Transportation,
421 N. County Farm Road, 2nd Floor, Wheaton, IL 60187-2553 until 2:00 PM on April 09, 2019
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the DuPage County Division of Transportation,
421 N. County Farm Road, 2nd Floor, Wheaton, IL 60187-2553 at 2:00 PM on April 09, 2019
 Address Time Date

DESCRIPTION OF WORK

Name 2019 Pavement Marking Maintenance Length: _____ feet (_____ miles)

Location Various Routes

Proposed Improvement Removal of existing pavement markings and installation of thermoplastic, urethane,
and spray thermoplastic pavement markings, and recessed pavement markers.

1. Plans and proposal forms will be available in the office of online at http://www.dupageco.org/dot/doingbusiness
 or by contacting the DuPage County Division of Transportation at (630) 407-6900.

2. ☒ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following ~~BLR~~ Forms shall be returned by the bidder to the Awarding Authority:

- BLR 12200: Local Public Agency Formal Contract Proposal
- BLR 12200a Schedule of Prices
- BLR 12230: Proposal Bid Bond (if applicable)
- BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
- BLR 12326: Affidavit of Illinois Business Office
- BC 57: Affidavit of Availability
- DuPage County – Required Vendor Ethics Disclosure Statement**
- IRS Form W-9: Request for Taxpayer Identification Number and Certification**
- DuPage County – Joint Purchasing Authorization**
- Three (3) References Form**

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

RETURN WITH BID

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County DuPage
 Local Public Agency DuPage County D.O.T.
 Section Number 19-PVMKG-07-GM
 Route Various

1. Proposal of Superior Road Striping Inc.

for the improvement of the above section by the construction of removal of existing pavement markings
and installation of thermoplastic, urethane, and spray thermoplastic pavement markings, and recessed pavement markers

a total distance of ----- feet, of which a distance of ----- feet, (----- miles) are to be improved.

2. The plans for the proposed work are those prepared by DuPage County Division of Transportation
 and approved by the Department of Transportation on -----.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within ----- working days or by December 06, 2019
 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
County Treasurer of DuPage
 The amount of the check is ----- (-----).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number -----.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

RETURN WITH BID



**Illinois Department
of Transportation**

SCHEDULE OF PRICES

County: DuPage
Local Public Agency: DuPage County DOT
Section: 19-PVMKG-07-GM
Route: Various

Schedule for Multiple Bids

Combination Letter	Sections included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's proposal for making entire improvements	<u>395,979.00</u>
--	-------------------

Item No.	Items	Unit	Quantity	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	18900	<u>3.00</u>	<u>56700.00</u>
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	11100	<u>.45</u>	<u>4995.00</u>
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	65400	<u>.65</u>	<u>42510.00</u>
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	14400	<u>.90</u>	<u>12960.00</u>
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	41000	<u>1.25</u>	<u>51250.00</u>
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	8200	<u>3.50</u>	<u>28700.00</u>
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	701200	<u>.18</u>	<u>126216.00</u>
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	1100	<u>4.00</u>	<u>4400.00</u>
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	27900	<u>.43</u>	<u>11997.00</u>
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	5000	<u>.70</u>	<u>3500.00</u>
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	300	<u>1.00</u>	<u>300.00</u>
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	800	<u>2.00</u>	<u>1600.00</u>
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	700	<u>4.00</u>	<u>2800.00</u>
14	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	126200	<u>.25</u>	<u>31550.00</u>
15	RECESSED REFLECTIVE PAVEMENT MARKER	EACH	500	<u>15.00</u>	<u>7500.00</u>
16	REPLACEMENT REFLECTOR	EACH	500	<u>6.00</u>	<u>3000.00</u>
17	TRAFFIC CONTROL AND PROTECTION	L SUM	1	<u>1.00</u>	<u>1.00</u>
18	MODIFIED URETHANE PAVEMENT MARKING - MEDIAN NOSES	SQ FT	3000	<u>2.00</u>	<u>6000.00</u>

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	<u>DuPage</u>
Local Public Agency	<u>DuPage County D.O.T.</u>
Section Number	<u>19-PVMKG-07-GM</u>
Route	<u>Various</u>

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County DuPage
Local Public Agency DuPage County D.O.T.
Section Number 19-PVMKG-07-GM
Route Various

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name Superior Road Striping Inc.

Signed By _____

Business Address 1980 N. Hawthorne Ave
Melrose Park, IL 60160

President

Insert Names of Officers

President Joan Yari D

Secretary Joan Yari D

Treasurer Joseph Yari D

Attest: Joan Yari D
Secretary



Apprenticeship or Training Program Certification

Return with Bid

Route	Various
County	DuPage
Local Agency	DuPage County Division of Transportation
Section	19-PVMKG-07-GM

All contractors are required to complete the following certification:

☒ For this contract proposal or for all groups in this deliver and install proposal.

☐ For the following deliver and install groups in this material proposal:

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

International Brotherhood of Teamsters
Local 786

- IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: Superior Road Striping Inc By: _____

Address: 1980 N. Hawthorne Ave
Meirrose Park FL 60160

Title: _____

(Signature)

Joseph Vano, V.P.

Route Various

County DuPage

Local Agency DuPage County D.O.T.

Section 19-PVMKG-07-GM

RETURN WITH BID

PAPER BID BOND

WE Superior Road Striping, Inc. 1980 Hawthorne Avenue, Melrose Park, IL 60160 as PRINCIPAL,

and The Guarantee Company of North America USA One Towne Square, Suite 1470, Southfield, MI 48076 as SURETY.

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 9th day of April, 2019

Principal

Superior Road Striping, Inc.

(Company Name)

By: Joan Yario President (Signature and Title)

By: _____
(Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

The Guarantee Company of North America USA

(Name of Surety)

Surety

By: Sharon A. Foulk
Sharon A. Foulk

Sharon A. Foulk

(Signature of Attorney-in-Fact)

STATE OF

COUNTY OF

I, See attached, a Notary Public in and for said county,
do hereby certify that Joan Yario and Sharon A. Foulk

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of April, 2019

My commission expires _____

See attached (Notary Public)

ELECTRONIC BID☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

[illegible]

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)


Date _____

SURETY COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF COOK) ss:

On this **9th** day of **April** in the year **2019**, before me personally came **Sharon A. Foulk**, to me known, who, being by me duly sworn, did depose and say that she resides in **Island Lake, Illinois**; that he is the **ATTORNEY-IN-FACT** of **The Guarantee Company of North America USA**, the corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.






Notary Public
Karen E. Socha, Exp. 1/13/2020

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss:

On this **9th** day of **April** in the year **2019** before me personally came **Joan Yario**, to me known, who, being by me duly sworn, did depose and say he/she resides in **Bensenville, Illinois** and that she is the **President** of the **Superior Road Striping, Inc.** the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of said corporation and that he signed his/her name thereto by like order.





Notary Public
Sandra De Hoyos, Exp. 2/23/2020



The Guarantee Company of North America USA
Southfield, Michigan

Bond No. Bid Bond
Principal: Superior Road Striping, Inc.
Obligee: DuPage County Div. of Transportation

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Sharon A. Foulk

Arthur J Gallagher Risk Management Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 9th day of April, 2019.

Randall Musselman, Secretary

RETURN WITH BID



Illinois Department
of Transportation

Affidavit of Illinois Business Office

County DuPage
Local Public Agency DuPage County D.O.T
Section Number 19-PVMKG-07-GM
Route Various

State of IL)
County of DUPAGE) ss.

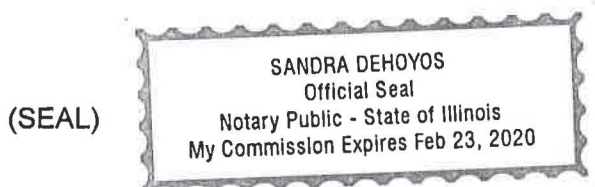
I, Joseph Yario of Bensenville, IL
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

1. That I am the Vice President of Superior Road Striping Inc.
officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, Superior Road Striping Inc. will maintain a
(bidder)
business office in the State of Illinois which will be located in COOK County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

[Signature]
Joseph Yario
(Print Name of Affiant)

This instrument was acknowledged before me on 3 day of April, 2019.



[Signature]
(Signature of Notary Public)



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability For the Letting of 4/9/2019

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number	60T75					
Contract With	Berger	Peter Baker	Peter Baker	Curran		
Estimated Completion Date	2019	2019	2019	2019		
Total Contract Price	91,237.00	13,260.00	83,418.00	526,747.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	91,237.00	13,260.00	83,418.00	261,110.00		\$449,025.00
Total Value of All Work						\$449,025.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping	35,322.00		29,541.00	74,855.00		\$139,718.00
Fencing			1,012.00			\$1,012.00
Guardrail	24,376.00					\$24,376.00
Painting				109,575.00		\$109,575.00
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)	25,144.00	13,260.00	49,020.00	4,469.00		\$91,893.00
Other Construction (List)	6,395.00		3,845.00	72,211.00		\$82,451.00
						\$ 0.00
Totals	\$91,237.00	\$13,260.00	\$83,418.00	\$261,110.00		\$449,025.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability For the Letting of 4/9/2019

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number		62D65	62D16	62D64		
Contract With	Geneva Const	JA Johnson	K-Five	K-Five		
Estimated Completion Date	2019	2019	2019	2019		
Total Contract Price	22,378.00	61,719.00	81,915.00	78,162.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	22,378.00	61,719.00	51,683.00	78,162.00		\$213,942.00
Total Value of All Work						\$213,942.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing	12,648.00					\$12,648.00
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)	2,530.00	32,799.00	35,383.00	45,601.00		\$116,313.00
Other Construction (List)	7,200.00	28,920.00	16,300.00	32,561.00		\$84,981.00
						\$ 0.00
Totals	\$22,378.00	\$61,719.00	\$51,683.00	\$78,162.00		\$213,942.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability For the Letting of 4/9/2019

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number	61E80	61E05	60L71	60L72		
Contract With	K-Five	Plote	TSI	TSI		
Estimated Completion Date	2019	2019	2019	2019		
Total Contract Price	6,056.00	43,970.00	144,218.00	93,125.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	6,056.00	43,970.00	144,218.00	20,736.00		\$214,980.00
Total Value of All Work						\$214,980.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing		17,708.00	61,774.00			\$79,482.00
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)	6,056.00	17,315.00	36,766.00			\$60,137.00
Other Construction (List)		8,947.00	45,678.00	20,736.00		\$75,361.00
						\$ 0.00
Totals	\$6,056.00	\$43,970.00	\$144,218.00	\$20,736.00		\$214,980.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability For the Letting of 4/9/2019

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number	46476	46486	46481	46484		
Contract With	Idot	Idot	Idot	Idot		
Estimated Completion Date	2019	2019	2019	2019		
Total Contract Price	762,500.00	649,500.00	278,325.00	357,143.75		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	762,500.00	649,500.00	278,325.00	357,143.75		\$2,047,468.75
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						\$2,047,468.75

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction		25,000.00				\$25,000.00
Landscaping						
Fencing		349,500.00				\$349,500.00
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)	762,500.00	275,000.00				\$1,037,500.00
Other Construction (List)			278,325.00	357,143.75		\$635,468.75
						\$ 0.00
Totals	\$762,500.00	\$649,500.00	\$278,325.00	\$357,143.75		\$2,047,468.75

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability For the Letting of 4/9/2019

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number	46485	46482	46483			
Contract With	Idot	Idot	Idot			
Estimated Completion Date	2019	2019	2019			
Total Contract Price	371,418.75	1,114,318.75	579,618.75			Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	371,418.75	1,114,318.75	579,618.75			\$2,065,356.25
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						\$2,065,356.25

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)	371,418.75	1,114,318.75	579,618.75			\$2,065,356.25
						\$ 0.00
Totals	\$371,418.75	\$1,114,318.75	\$579,618.75			\$2,065,356.25

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability For the Letting of 4/9/2019

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	4,112,825.00					\$4,112,825.00
Uncompleted Dollar Value if Firm is the Subcontractor	877,947.00					\$877,947.00
Total Value of All Work						\$4,990,772.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction	25,000.00					\$25,000.00
Landscaping	139,718.00					\$139,718.00
Fencing	442,642.00					\$442,642.00
Guardrail	24,376.00					\$24,376.00
Painting	109,575.00					\$109,575.00
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)	1,305,843.00					\$1,305,843.00
Other Construction (List)	2,943,618.00					\$2,943,618.00
						\$ 0.00
Totals	\$4,990,772.00					\$4,990,772.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this 3 day of April, 2019

Type or Print Name JOAN YARIO

PRESIDENT

Officer or Director

Title

Signed

Joan Yario

Notary Public

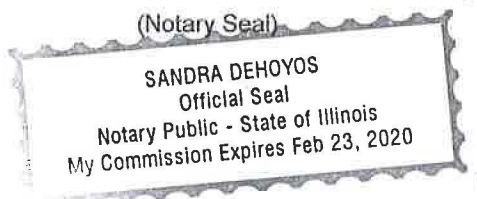
My commission expires 02/23/2020

Company SUPERIOR ROAD STRIPING, INC.

Address 1980 N. HAWTHORNE AVE

MELROSE PARK, IL 60160

(Notary Seal)





Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: _____

Bid/Contract/PO #: 19-PVMKG-07-GM

Company Name:	Company Contact:
Contact Phone:	Contact Email:

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name

Title

Date

Joseph Yario
V.P.
4-3-19

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Superior Road Striping, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

180 N. Hawthorne Ave

6 City, state, and ZIP code

Melrose Park IL 60160

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

36 - 3494087

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

[Signature]

Date ►

4-3-19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1.

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, Individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

RETURN WITH BID

Joint Purchasing Authorization

County DuPage
Local Public Agency DuPage County D.O.T
Section Number 19-PVMKG-07-GM
Route Various

JOINT PURCHASING:

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.?
The approximate quantity usage is unknown.

YES X NO _____ **

**** Failure to complete this form will result in a default assumption of a "NO" response.**

State any other requirements that they would have to meet beyond that of our Bid Invitation and Specifications.

\$ 4000.00 minimum.

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

REFERENCES

All bidders must provide three (3) projects of a similar nature as being performed in the immediate past five (5) years with the name, address and telephone number of the contact person having knowledge of the project or three (3) references (name, address, and telephone number) with knowledge of the integrity and business practices of the contractor.

PROJECT	Thermoplastic Pavement Marking
FIRM	Northwest Municipal Conference
ADDRESS	1600 E GOLF RD Des Plaines IL 60016
CONTACT	Ellen Davian
TELEPHONE	847-296-9200

PROJECT	Thermoplastic + Polyurea Pavement Marking
FIRM	CITY OF GOLIET
ADDRESS	150 W. JEFFERSON ST
CONTACT	Bill Talarico
TELEPHONE	815-671-2007

PROJECT	Thermoplastic, Urethane Pavement Marking
FIRM	Walke County Division of Transportation
ADDRESS	600 W. Winchester RD Libertyville IL 60048
CONTACT	Tom B.
TELEPHONE	847-377-7476



A Joint Purchasing Program For Local Government Agencies

March 14, 2019

Ms. Joan Yario
Superior Road Striping
1980 N. Hawthorne Ave
Melrose Park, IL 60160

Dear Ms. Yario,

This letter is to inform you that the Suburban Purchasing Cooperative's Governing Board has approved the third of three (3) possible one-year contract extensions of the SPC 2019 Thermoplastic Lane Marking Contract #158 to Superior Road Striping, Melrose Park, IL from April 12, 2019 through April 11, 2020, with no price increases.

Item Description	UOM	2019
4" Marking Line	LF	\$0.52
6" Marking Line	LF	\$0.76
12" Marking Line	LF	\$1.52
24" Marking Line	LF	\$3.78
Marking Letters & Symbols	SF	\$3.51
Removal	SF	\$0.41

With the acceptance of this contract, Superior Road Striping, Melrose Park, IL agrees to all terms and conditions as set forth in the specifications contained within the Request for Proposals to which you responded. This award is not in conjunction with the Illinois Department of Transportation, so participating communities will not be utilizing Motor Fuel Tax (MFT) funds. However, Superior Road Striping must comply with all IDOT rules and regulations, as well as prevailing wage and certified payroll.

The SPC looks forward to another productive year working with Superior Road Striping. Please sign and date the agreement below and return an original to my attention and retain a copy for your files.

Sincerely,

Ellen Dayan, CPPB
NWMC Purchasing Director

Name: Ellen Dayan 03/14/19 Date

3-14-19

Name: Joan Yario Date

*DuPage Mayors &
Managers Conference*
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

*Northwest Municipal
Conference*
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan
Phone: (847) 296-9200
Fax: (847) 296-9207

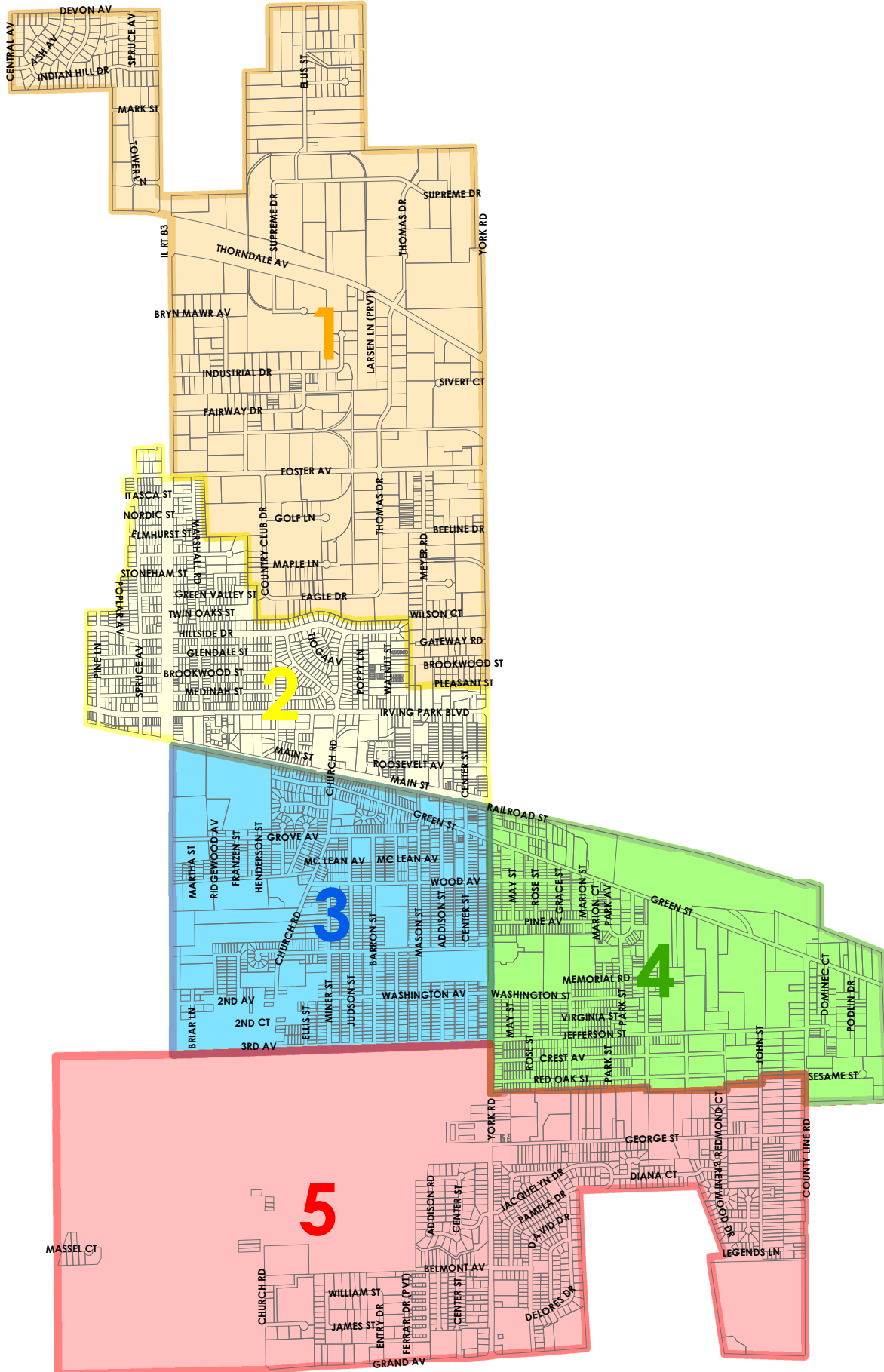
*South Suburban Mayors
And Managers Association*
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentiis
Phone: (708) 206-1155
Fax: (708) 206-1133

*Will County
Governmental League*
3180 Theodore Street, Suite 101
Joliet, IL 60435
Cherie Belom
Phone: (815) 729-3535
Fax: (815) 729-3536



Village of Bensenville

Public Works Maintenance Zones



TYPE:Ordinance**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**May 21, 2019**DESCRIPTION:**

Consideration of an Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by any Other Method in a Designated Area near 811 E. Grand Avenue (commonly known as the Old Legends site) in the Village of Bensenville, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

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

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

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

COW

DATE:

May 21, 2019

BACKGROUND:

The Sexton Construction Waste Landfill was located at the northwest corner of Grand Avenue and County Line Road within the Village of Bensenville. Upon termination of the use of the facility as a landfill, the site was capped and ownership transferred to the Village of Bensenville. The Village constructed and operated a golf course facility at the site for a number of years. The use as a golf course ceased in the early 2000s.

The Village has actively been marketing this parcel for development for years. There is currently an agreement to construction a sports dome on the site. In order for the developer to get a "No Further Remediation" (NFR) letter from the Illinois Environmental Protection Agency, one of the requirements is to obtain a groundwater ordinance from the Village for the site.

KEY ISSUES:

The attached Groundwater Ordinance encompasses the entire area depicted in Exhibit A and described within Exhibit B. This includes the area bound by Grand Avenue to the south, County Line Road to the east, Belmont Road to the north and the River Forest Golf Club to the west.

The Ordinance prohibits the use of groundwater as a potable water supply in perpetuity. The Ordinance is recorded with the County as well as IEPA.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends approval.

BUDGET IMPACT:

None

ACTION REQUIRED:

Approval of an Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by any Other Method in a Designated Area in and Around 721 E. Jefferson Street of the Village of Bensenville, Illinois.

ATTACHMENTS:DescriptionUpload DateType

ORDINANCE NUMBER _____

**LIMITED AREA GROUNDWATER ORDINANCE PROHIBITING THE USE OF
GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION
OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER
METHOD IN A DESIGNATED AREA NEAR 811 E. GRAND AVENUE
(COMMONLY KNOWN AS THE OLD LEGENDS SITE) IN THE VILLAGE OF
BENSENVILLE, ILLINOIS**

WHEREAS, certain properties in the Village of Bensenville, Illinois (“Village”) have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the Village of Bensenville may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier I remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the Village of Bensenville desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents on land within the area depicted in Exhibit A attached hereto and made a part hereof which is adjacent to certain property near 811 E. Grand Avenue (commonly known as the Old Legends site) in the Village of Bensenville; and

WHEREAS, the land which comprise the area which is depicted on Exhibit A is described on Exhibit B attached hereto and made a part hereof,

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

SECTION TWO: The Village regulates the use of groundwater as a potable water supply as follows:

1. Use of Groundwater as a Potable Water Supply Prohibited. Except for such uses or methods in existence prior to the effective date of this Ordinance, the use or attempt to use as a potable water supply groundwater inside the designated area within the corporate limits of the Village of Bensenville depicted on Exhibit A and legally described in Exhibit B, by the installation or drilling of wells or by any other method is hereby prohibited. This prohibition expressly includes the Village of Bensenville.
2. Penalties. Any person violating the provisions of this ordinance shall be subject to a fine of up to Seven Hundred Fifty 00/100 Dollars (\$750.00) for each violation.
3. Definitions. "Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns. "Potable water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.
4. Severability. If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudicated invalid.

SECTION THREE: That the Village Clerk of the Village be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the statutes of the State of

Illinois.

SECTION FOUR: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 28th day of May, 2019.

APPROVED:

Frank DeSimone, Village President

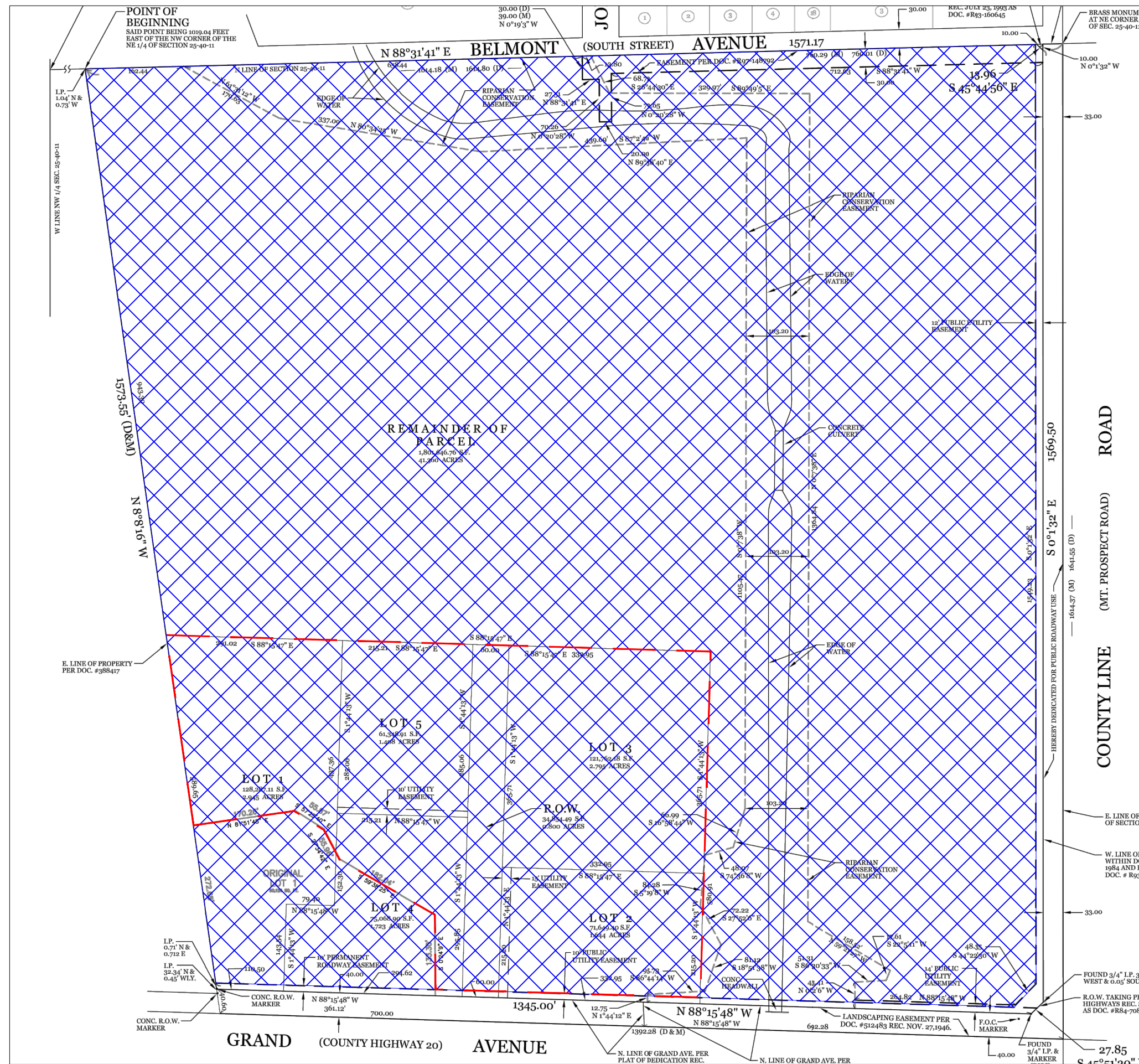
ATTEST:

Nancy Quinn, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____



LEGEND

- Approximate Remediation Site Boundary
- Groundwater Use Restriction area

EXHIBIT A

Remediation Site Location:
Section 25, Township 40N, Range 11E,
East of Third Principal Meridian,
DuPage County, Illinois



Scale: 1" = 175'

TRUENORTH
CONSULTANTS
1000 East Warrenville Road, Suite 140
Naperville, Illinois 60563
ENVIRONMENT : INFRASTRUCTURE : DEVELOPMENT

CLIENT: Village of Bensenville
717 East Jefferson Street
Bensenville, Illinois 60106

TITLE: Groundwater Use
Restriction Area
Bensenville Hospitality District
811 East Grand Avenue
Bensenville, Illinois 60106

DRAWN BY:
SPB
DATE:
05/15/2019
JOB NUMBER:
T116187

FIGURE 1

EXHIBIT B

LEGAL DESCRIPTION
OF AREA SUBJECT TO RESTRICTION

Those properties which are within an area described as follows:

THAT PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE II. EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING IN THE NORTH LINE OF SAID SECTION AT A POINT 1019.04 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST $\frac{1}{4}$ AS A POINT OF BEGINNING, THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF PROPERTY DESCRIBED IN DOCUMENT NUMBER 338417, 1573.55 FEET TO THE CENTER LINE OF GRAND AVENUE; THENCE EASTERLY ON THE CENTER LINE OF GRAND AVENUE 1392.28 FEET TO THE EAST LINE OF SAID NORTHEAST $\frac{1}{4}$; THENCE NORTHERLY ALONG THE EAST LINE OF SAID NORTHEAST $\frac{1}{4}$ 1641.55 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST $\frac{1}{4}$; THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTHEAST $\frac{1}{4}$ 1614.80 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE II. EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID NORTHEAST $\frac{1}{4}$ AND THE WESTERLY RIGHT OF WAY LINE OF 66-FOOT WIDE MT. PROSPECT ROAD. THENCE SOUTH ALONG SAID WESTERLY RIGHT OF WAY LINE 10.0 FEET; THENCE NORTHWESTERLY TO A POINT OF SAID NORTH LINE, SAID POINT BEING 10.0 FEET WEST OF THE POINT OF BEGINNING, THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING). IN DUPAGE COUNTY, ILLINOIS.

TYPE:Ordinance**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**May 21, 2019**DESCRIPTION:**

Consideration of an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending Title 8, Chapter 10 and Title 6, Chapter 5 of the Bensenville Village Code to Update the Comprehensive Forestry Management Plan

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

COW

DATE:

May 21, 2019

BACKGROUND:

The purpose of this ordinance is to preserve and protect the Village's Urban Forest by way of planting, pruning, removal, construction, accidents/vandalism and natural disasters. This plan also is to provide for the proper parkway and right-of-way standards and establishment of new trees, the protection and maintenance of existing trees and timely removal of hazardous or infectious diseased trees on both public and private lands. The Village's trees, landscape and parks are a valuable asset to the Village, residents, wildlife and planet, and must be protected and cared for responsibly.

It is further intended to balance the property rights of individual property owners with those of the overall health, safety and welfare interests of the Village. Trees enhance and preserve the air quality of the village through the filtering effect of trees on air pollutants, reduce noise within the village through the baffle and barrier effect of trees on the spread of noise, reduce topsoil erosion through the soil retention effect of tree roots, reduce energy consumption through the wind break and shade effects, provide nesting areas for birds and other wildlife which in turn assist in the control of insects, reduce storm-water runoff and the costs associated therewith, replenish groundwater supplies and protect as well as increase property values.

KEY ISSUES:

The last time the "Tree Ordinance" was updated was in 2012 when our town lost its Tree City USA designation and was at the brink of the Emerald Ash Borer infestation. Much time, energy, and resources have been invested in our Urban Forest and we now have a healthy, flourishing, and expanding canopy for our residents to enjoy.

As with many sections of our Village Code, updates are necessary to stay in line with current trends and changing conditions. The Ordinance proposed does exactly that. Updates to planting spaces, species, sizes, nuisances, diversification, and standards are included in this Ordinance. The Ordinance will also help us identify and enforce tree values and compensation for removal of trees due to development.

The proposed Ordinance is written in a manner to replace our existing "Comprehensive Forestry Management" section of our Village Code, in its entirety. We believe the new Code flows smoother and better defines the Strategic Goals of the Village.

ALTERNATIVES:

Discretion of the Committee

RECOMMENDATION:

Staff recommends approval of the Ordinance

BUDGET IMPACT:

There is no budget impact due to this Ordinance

ACTION REQUIRED:

Approval of an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending Title 8, Chapter 10 and Title 6, Chapter 5 of the Bensenville Village Code to Update the Comprehensive Forestry Management Plan

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

ORD - 2019 Forestry Management Plan Update

5/16/2019

Ordinance

ORDINANCE NUMBER _____

**AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND
COOK COUNTIES, ILLINOIS AMENDING TITLE 8 CHAPTER 10 AND TITLE 6
CHAPTER 5 OF THE BENSENVILLE VILLAGE CODE TO UPDATE THE
COMPREHENSIVE FORESTRY MANAGEMENT PLAN**

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. Title 6 (“*Health and Sanitation*”) of the Bensenville Village Code, is hereby amended by deleting Chapter 5 (“*Dutch Elm Disease*”) in its entirety.

Section 4. Title 8 (“*Public Ways and Property*”) of the Bensenville Village Code, is hereby amended by deleting Chapter 10 (“*Comprehensive Forestry Management*”) in its entirety and adding the following new Chapter in its place to read, as follows:

Chapter 10

COMPREHENSIVE URBAN FORESTRY MANAGEMENT, PRESERVATION AND PROTECTION PLAN

8-10-1: PURPOSE

- A. To manage, preserve and protect the Village’s Urban Forest by way of planting, pruning, removal, construction, accidents/vandalism, and natural disasters. This plan also is to provide for the proper parkway and right-of-way standards and establishment of new trees, the protection and maintenance of existing trees and timely removal of hazardous or infectious diseased trees on both public and private lands. The Village’s trees, landscape, and parks are a valuable asset to the Village, residents, wildlife, and planet, and must be protected and cared for responsibly.
- B. It is further intended to balance the property rights of individual property owners with those of the overall health, safety and welfare interests of the Village. Trees enhance and preserve the air quality of the village through the filtering effect of trees on air pollutants, reduce noise within the village through the baffle and barrier effect of trees on the spread of noise, reduce topsoil erosion through the soil retention effect of tree roots, reduce energy consumption through windbreak and shade effects, provide nesting areas for birds and other wildlife which in turn assist in the control of insects, reduce storm-water runoff and the costs associated therewith, replenish groundwater supplies and protect as well as increase property values. (Ord. 17-2012, 3-28-2012)

8-10-2: DEFINITIONS

Terms used in this Chapter shall have the following meanings:

ANSI: American National Standards Institute.

AESTHETICS: The overall look and structure of a tree, shrub, perennial, turf, etc. determined by Village qualified staff.

APPRAISED VALUE: The monetary value of an asset set forth through the Village's appraisal methods.

BOARD OF TRUSTEES: The elected president and board members legally empowered to control all functions of the government of the Village of Bensenville.

BRANCH COLLAR: Where the branch attaches to the parent branch or trunk.

CALIPER SIZE: The diameter of the tree trunk. On trees with a trunk smaller than 6 inches (6") measurements should be taken 6 inches (6") from the ground. On trees with a trunk larger than 6 inches (6") measurements should be taken four and a half feet (4.5') above the ground, known as the D.B.H. (Diameter at breast height)

CATASTROPHIC INJURY: A severe injury to the tree, shrub, perennial, turf, etc. causing the death or removal of such asset as determined by Village qualified staff.

FRONTAGE: A strip or extent of land abutting to the street.

GENUS: A horticultural taxonomical category to determine a plants name.

J.U.L.I.E.: Joint Utility Locating Information for Excavators. A service used to locate and make knock of where underground and above ground utilities are located. Ex. cable, electric, gas, phone.

LIEN: A right to keep possession of a property belonging to another person until a debt owed by that person is paid.

PARENT LIMB: The location on a tree or shrub where a smaller limb comes in contact with a larger limb.

PARKWAY: The unpaved land within a public right of way parallel and adjacent to the roadway.

PARKWAY TREE REMOVAL PERMIT: A document through the Village's Public Works department for the removal of any Village owed asset.

PROHIBITED: To be forbidden and or banned.

RIGHT OF WAY: A strip of land acquired by reservation, dedication, forced dedication, prescription or condemnation and intended to be occupied by a road, railroad, electric transmission lines, oil or gas pipeline, water line, sanitary storm sewer, and other similar uses.

ROOT PRUNING: The process of trimming roots to either stimulate growth, develop a thick mass, remove broken or damaged roots or protection during construction.

ROOT ZONE: The critical root mass. Essentially, the invisible or imaginary circle that runs along or just outside the dripline of a tree, shrub, perennial, turf, etc.

SPECIES: A horticultural taxonomical category to determine a plants name.

TREE APPRAISAL: The monetary value of an asset set forth through the Village's appraisal methods.

URBAN FOREST: The collection assets of trees, shrubs, perennials, turf, etc. within the Village of Bensenville.

8-10-3: PARKWAY STANDARDS

- A. For the purposes of this document, the term “**parkway**” is defined as the unpaved land within a public right of way parallel and adjacent to the roadway. “**Right-of-way**” is a strip of land acquired by reservation, dedication, forced dedication, prescription or condemnation and intended to be occupied by a road, railroad, electric transmission lines, oil or gas pipeline, water line, sanitary storm sewer, and other similar uses.
- B. The parkway shall consist of grass, except where covered by driveway pavement. A minimum of one (1) parkway tree per forty feet (40') of frontage is required.
- C. The use of loose stone, rock or gravel is prohibited on public parkways.
- D. Other than trees, no other landscape plants shall be planted.

8-10-4: PLANTING

- A. The Board of Trustees hereby creates and sets up an annual tree planting program for new trees and tree replacements. The trees are to be placed in the village-owned right-of-ways at village determined locations with no fees charge to the adjacent property owner. The Director of Public Works or their designee (Village Forester, Horticulturalist, etc.) shall be solely responsible for selecting tree species and planting locations that are in the best interest of the village and its forestry management plan.
(Ord. 17-2012, 3-28-2012)
- B. All trees planted within Village owned property (parks, parkways, right-of-ways, etc.) shall be at least **2”** in caliper size and be approved by the Director of Public Works or their designee (Village Forester, Horticulturalist, etc.).
- C. No tree Genus shall make up more than twenty percent (**20%**) and no Species shall make up more than ten percent (**10%**) of the Village Urban Forest.
- D. Planting will be done in accordance with the most current edition of the "American National Standard For Tree Care Operations" ANSI A300 (part 6) transplanting.

- E.** Selected trees must meet the specifications of the planting spaces that are presently available within the village in terms of soil, lighting conditions, and overall size at maturity.
- F.** All trees that the village purchases will be between two inches (2") to three inches (3") caliper, come from an Illinois Department of Agriculture certified nursery (where practical) and are to follow ANSI Z60.1-2004 American standard for nursery stock.
- G.** A minimum of one parkway tree per forty feet (40') of frontage is required for all development and the parkway shall be grass, except where covered by driveway pavement.
- H.** Wherever feasible, parkway trees shall be planted on the public parkway and not on the private property side of the sidewalk.
- I.** No trees from the prohibited list may be installed. See chart below of prohibited trees.

Prohibited List:

Common Name	Scientific Name	Reason
All Evergreens	Juniperus, Picea, Pinus, Pseudotsuga, Thuja, etc.	Lack of visibility
Ash	Fraxinus	Emerald Ash Borer (EAB)
Boxelder	Acer negundo	Weak structure
Bradford Pear	Pyrus	Weak structure
Buckthorn	Rhamnus	Fruit, Invasive
Eastern Cottonwood	Populus deltoides	Weak structure
Fruit Trees (Apple, Apricot, Cherry, Fig, Nectarine, Peach, Pear, Plum, etc.)		Fruit
Ginkgo (Female)	Ginkgo biloba (Female)	Fruit
Honeylocust	Gleditsia triacanthos	Overplanted
Mulberry	Morus	Fruit, Invasive
Osage Orange	Maclura	Fruit
Siberian Elm	Ulmis pumila	Weak structure
Silver Maple	Acer saccharinum	Overplanted
Tree of Heaven	Ailanthus altissima	Invasive
Willow	Salix	Weak structure

(Ord. 17-2012, 3-28-2012)

- J.** Newly planted trees must be mulched for at least the first year and watered appropriately for two (2) years to enable trees to become fully established and thrive. During the growing season, one inch (1") of water should be applied weekly to the root ball of newly planted trees unless adequate soil moisture is present.
- K.** It is required that a two inch (2") to three inches (3") layer of wood chip mulch will be maintained in a circular area around the base of the tree that is at least three feet (3') in diameter.

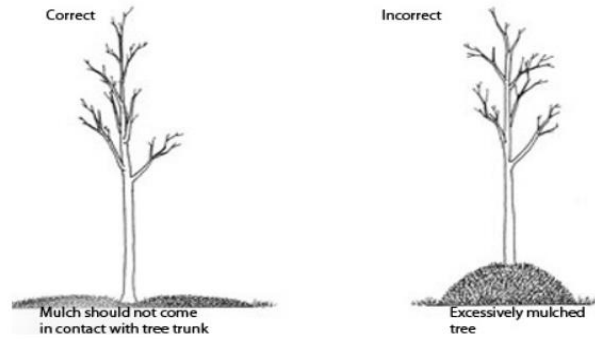


Figure: 4K

L. All tags, rope and wire ties will be removed. Trunk wrap may remain in place for the first winter season if necessary for thin-barked trees. Stakes will only be used in windy locations and will be removed after one year.

M. All trees will be monitored for pests or other signs of stress, and conditions will be remedied when appropriate and possible. (Ord. 17-2012, 3-28-2012)

N. Planting Location:

1. No planting of any sort shall be planted within the distance of forty feet (40') of any street corner or intersection, measured from the point of the nearest intersecting curbs.

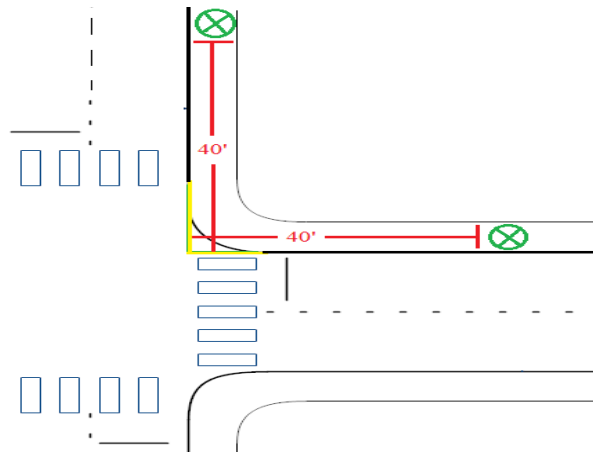


Figure: 3N

2. No planting of any sort shall be planted within the distance of ten feet (10') of any fire hydrant or street light.
3. Plantings shall be installed on the centerline (whenever possible) of the parkways or right-of-ways and have a minimum width of four feet (4') of parkway or right-of-way space required for any plantings.

4. If overhead utilities exist, a shorter variety of tree, growing to a maximum height of 15 feet (15') or shorter is required.
 5. No planting of two (2) of the same genus or species next to one another whenever possible.
- O. Any resident, firm, private contractor, etc. wanting to plant in any Village owned parkway, right-of-way, park, etc. must first obtain a **Parkway Tree Planting Permit** from the Public Works Department.
- P. Before any planting is to be done, J.U.L.I.E. must first be contacted at 1-800-892-0123 or www.illinois1call.com
- Q. **Violations of Planting Regulations:** Whoever violates the Planting Section, in addition to any other fines, or fees, shall be subject to the following provisions:
1. Fines: First offense, five hundred dollars (**\$500.00**); second offense, one thousand dollars (**\$1,000.00**); third and subsequent offense, two thousand five hundred dollars (**\$2,500.00**).
 2. If the entity or person cannot pay the fines and fees, a lien shall be placed against their property. (Ord. 17-2012, 3-28-2012)

8-10-5: PRUNING

- A. The Board of Trustees hereby creates and sets up an annual tree pruning program for the maintenance and care of all public trees. The village has been divided into six (6) pruning zones; each zone shall be trimmed once every four (4) years. (**See Pruning Zones Map in Section 8-10-12**) (Ord. 17-2012, 3-28-2012)
- B. All Village-owned trees shall be pruned in accordance with the most current edition of the "American National Standard For Tree Care Operations" ANSI A300 Pruning (Part 1) This work will be accomplished within the following specifications:
1. Crown cleaning and thinning.
 2. Removing under branches to permit clearance of approximately fifteen feet (15') where practical to allow motor vehicles to pass and approximately eight feet (8') on the sidewalk side for pedestrian use. Lowest branches shall not start lower than six feet (6') above ground when practical.
 3. Remove trunk suckers and water spouts, especially where they are present at the base of the trunk.

4. Limbs shall be removed which overhang houses with the objective to raise the trees aesthetically to maintain clearance. Exceptions to this requirement may be made when the removal of a sound limb will greatly detract from the overall appearance of the tree. In those cases where determinations cannot be easily made, the Director of Public Works or their designee (Village Forester, Horticulturalist, etc.) shall be consulted.
 5. Smaller limbs shall be removed within three feet (3') of overhead utility services from the house to the public utility pole or line or as necessary for proper clearance.
 6. Remove all dead, dying, diseased, interfering, objectionable and weak branches and stubs greater than two inches (2") in diameter from all trees.
 7. Remove one of two (2) or more crossed and/or rubbing branches the trees where practical.
 8. All cuts to be made sufficiently close to parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions.
 9. Rope down all branches where damage could be incurred by the gouging of a sodded area and/or damage to public walks. Use caution where there is the possibility of damaging adjacent privately owned shrubs, trees, or flowers.
 10. Precut all limbs being removed whenever there is a possibility of stripping the bark.
- C. No person (whether village employee or contractor) working in trees shall use shoes with spikes or any other footwear, which will, in the village's opinion, injure the trees while work is being performed. At no time shall any person working in trees for pruning purposes wear spurs or climbing irons.
- D. Clear all streetlight and traffic control devices including non-illuminated signage to allow adequate lighting and sign visibility for the length of the trim cycle.
- E. The village requires the use of all safety devices and procedures which will conform to the most current editions of American National Standards Institute, ANSI standard Z133.1 (for pruning, repairing, maintaining and removing trees and cutting brush and for arboricultural operations - safety requirements).
- F. PRUNING, RIGHT OF WAY CLEARANCE OF PRIVATE TREES:** Every owner of any privately owned tree overhanging any street or right of way within the village shall prune the branches so that such branches shall not obstruct the view of any street intersection and so that there shall be a clear space of eight feet (8') above the surface of the sidewalk and fifteen feet (15') above the street. Said owners shall remove all dead, diseased or dangerous privately owned trees or broken or decayed limbs which constitute

a menace to the safety of the public. The village, in accordance with the law, shall have the right to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a streetlight or interferes with visibility of any traffic control device or sign. (Ord. 17-2012, 3-28-2012)

- G.** It shall be unlawful for any person to prevent, delay or interfere with the village or any of its agents, while engaging in and about the planting, cultivating, mulching, pruning, spraying, or removing of any street trees, park trees, or dead, nuisance, or diseased trees on private grounds. (Ord. 17-2012, 3-28-2012)
- H.** No homeowner, contractor or anyone else besides Village employees or Village contractors shall prune any village owned tree, shrub, perennial, etc. without approval from the Director of Public Works or their designee (Village Forester, Horticulturalist, etc.).
- I. Violations of Pruning Regulations:** Whoever violates the Pruning Section, in addition to any other fines, or fees, shall be subject to the following provisions:

 - 1.** Fines: First offense, five hundred dollars (**\$500.00**); second offense, one thousand dollars (**\$1,000.00**); third and subsequent offense, two thousand five hundred dollars (**\$2,500.00**).
 - 2.** If catastrophic injury is incurred or the aesthetics of the tree are deemed poor from improper pruning, then the **APPRAISED VALUE** fine will be put into effect.
 - 3.** If the entity or person cannot pay the fines and fees, a lien shall be placed against their property. (Ord. 17-2012, 3-28-2012)

8-10-6: REMOVALS

- A.** Any Village owned tree, shrub, perennial, turf, etc. deemed diseased, infected, in general, decline or pose a risk and deemed necessary for removal by the Director of Public Works or their designee (Village Forester, Horticulturalist, etc.) will be done by Village employees or contractors of the Village only.
- B.** No person shall remove or cut down any tree, shrub, perennial, turf, etc. in any parkway, right-of-way or other village-owned property without first securing a **Parkway Tree Removal Permit** from the Department of Public Works. Any permit authorizing removal will be subject to such conditions as the Director of Public Works or their designee (Village Forester, Horticulturalist, etc.) may deem necessary or appropriate to minimize damage to other trees or vegetation on a site and may include the installation of protective fencing. (Ord. 17-2012, 3-28-2012)
- C.** The Village does not remove trees deemed healthy by qualified village staff.

D. Steps to obtain a Tree Removal Permit for a deemed healthy tree, shrub, perennial, turf, etc:

1. Call 1-630-350-3435, email or visit the Village of Bensenville Public Works Department at 717 East Jefferson Street to schedule an inspection of the site with the Director of Public Works or their designee (Village Forester, Horticulturalist, etc.)
2. If no alterations can be made after an inspection, a **Tree Appraisal** will be done. Tree Appraisals consist of the following: Tree Size, Removal/Clean-up/Restoration Costs, Benefits Cost, Location Rating and Condition. (**Example:** A 15" Norway Maple has a Removal/Clean-up Cost of \$360, Benefits Cost of \$141, Locations Rating of 69 (Rating Scale of 50, 57, 63, 69, 75) and Condition of 4 (Scale of 1-4) would have an **Appraised Value of \$16,568.74**)
3. If after the Tree Appraisal is completed and the requesting party still wants the tree removed, the requesting party **MUST** pay the appraised value of the tree to the Village to be used in the Landscape Budget for future use.
4. Once the transaction is completed, the Director of Public Works or their designee (Village Forester, Horticulturalist, etc.) will schedule removal.

E. Violations of Removal Regulations: Whoever violates the Removal Section, in addition to any other fines, or fees, shall be subject to the following provisions:

1. The responsible party **MUST** pay the Village's Appraised Value of the removed tree to the Village to be used in the Landscape Budget for future use.
2. If the entity or person cannot pay the fines and fees, a lien shall be placed against their property. (Ord. 17-2012, 3-28-2012)

8-10-7: NUISANCE TREES ON PRIVATE PROPERTY

The village, in accordance with the law, shall have the right to cause the removal of any dead or diseased trees, or trees that are deemed a nuisance on private property within the village, when such trees constitute a hazard to life and property or harbor insects or disease which constitutes a potential threat to other trees within the village. The village will notify in writing the owners of such trees. Removal is the responsibility of said owners and shall be done by the owners at their own expense within sixty (60) days after the date of service of notice or such other time as may be agreed upon by the village and the property owner. In the event of failure of owners to comply with such provisions, the village shall have the authority to remove such trees and file a lien against the property for the amount of the costs of removal.

A. Identified Nuisances:

1. Dutch Elm Disease (DED):

- a. Any tree or part thereof, which living or dead, infected or attacked by Dutch Elm Disease, DED (*Ceratocystis ulmi*) is hereby declared to be a nuisance. It shall be unlawful to permit any tree or part thereof so infected to remain in the village.
- b. To mitigate the spread of Dutch elm disease the pruning of elms on public and private property from April through August is prohibited unless a hazardous situation arises.
- c. **Inspection: Declaration of Nuisance:** If it is determined by the Village that the tree from which samples have been taken is in fact diseased or infected with the Dutch elm disease, the tree shall be deemed a nuisance. (1976 Code § 12.05)
- d. **Destruction of Affected Trees:** The owner, occupant or agent of the parcel of land on which the diseased elm tree exists shall remove and destroy the elm tree within ten (10) days after notification to such owner, occupant or agent, by the Village that the elm tree situated on said parcel of land is in fact diseased and infected. (1976 Code § 12.05)
- e. **Abatement by the Village:** In case the owner, occupant or agent of the parcel of land on which a diseased elm tree is located cannot be found or if found and notified as aforesaid, neglects or refuses to abate the nuisance, the Village may abate the same by the removal and destruction of the diseased elm tree, and the owner, occupant, and agent or any of them, shall be charged with those expenses which may be incurred by the Village in the removal of the diseased elm tree, which expense shall be collected by the Village by suit, or otherwise. In addition the owner, occupant or agent shall be subject to the fine or penalty provided in this Section. (1976 Code § 12.05)
- f. **Lien for Removal Cost:** The cost of removal and destruction of a diseased elm tree is a lien upon the real estate affected, superior to all other liens and encumbrances, except tax liens; provided; that notice has been given as hereinafter described; and further provided, that within sixty (60) days after such cost and expense is incurred, the Village, or person performing the service by authority of the Village, in his own name, files notice of lien in the office of the Recorder of Deeds of DuPage and Cook Counties. The notice shall consist of a sworn statement setting out: a) a description of the real estate sufficient for identification thereof; b) the amount of money representing the cost and expense incurred or payable for the service; and c) the date or dates when such cost and expense was incurred by the Village. Upon payment of the cost and expense by the owner of or persons interested in such property, after notice of lien has been filed, the lien shall be released by the Village, or person in whose name the lien has been filed, and the release may be filed of record as in the case of filing notice of lien. The cost of such tree removal shall not be a lien upon the real estate affected unless a notice shall be personally served or sent by registered mail to the person to whom was sent the tax bill for the general taxes for the last preceding year on the property,

such notice to be delivered or sent not less than thirty (30) days prior to the removal of the tree or trees located thereon. The notice shall contain the substance of this Section and identify the property, by common description, and the tree or trees affected. (1976 Code § 12.05)

2. Emerald Ash Borer:

- a. Refer to the EAB Management Plan on file and available for viewing at the office of the Village Clerk or Public Works Department.

3. Gypsy Moth:

- b. The village acknowledges the ongoing problem of gypsy moth and its devastating effect it can have on the tree population.
- c. The Director of Public Works or their designee (Village Forester, Horticulturalist, etc.) shall authorize the treatment of trees when necessary in order to control the spread of this insect. (Ord. 17-2012, 3-28-2012)

8-10-8: CONSTRUCTION / PROTECTION

- A. All trees, shrubs, perennials, turf, etc. on Village-owned property near any excavation or construction of any building structure or street work shall have the asset and root zones guarded with a good substantial fence, frame, or box not less than four feet (4') high and eight feet (8') square, or at a distance in feet from the tree equal to the caliper of the trunk in inches, whichever is greater, and all building material, dirt or other debris shall be kept outside the barrier.

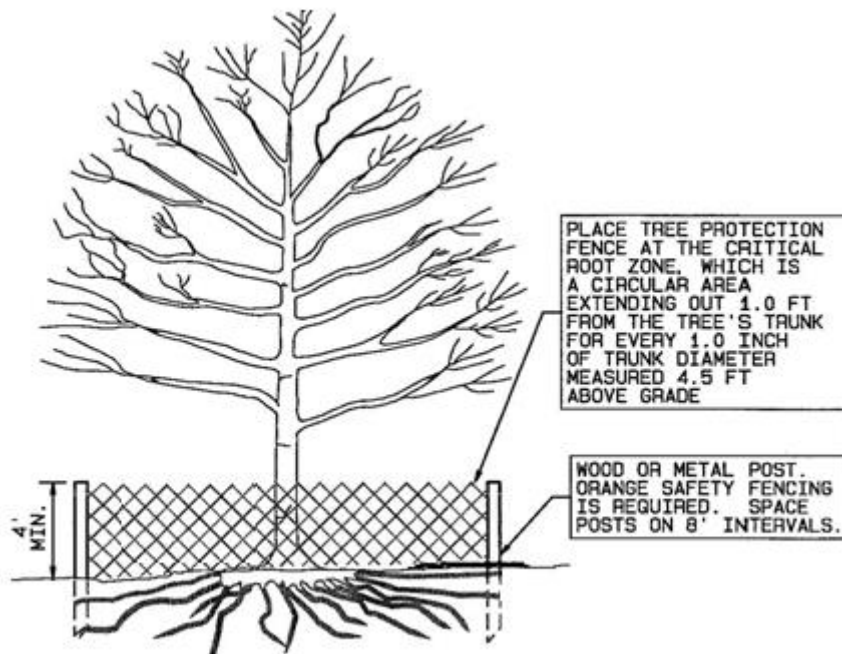


Figure: 8A

- B.** No person shall excavate any ditches, tunnels, trenches, or lay any drive within a radius of ten feet (10') from any public tree without first obtaining a written permit.
- C.** No person shall deposit, place, store or maintain upon any public place of the municipality, any stone, brick, sand, concrete or other materials which may impede the free passage of water, air and fertilizer to the roots of any tree, shrub, perennial, turf, etc. growing therein, except by written permit. (Ord. 17-2012, 3-28-2012)
- D.** Trees ten inches (10") or less in diameter must have root zone protection of a minimum of five feet (5') from the center of the tree. Establish tree diameter at a point of four and a half feet (4.5') above ground.
- E.** Trees between eleven inches (11") and nineteen inches (19") in diameter must have root zone protection of a minimum of ten feet (10') from the center of the tree. Establish tree diameter at a point of four and a half feet (4.5') above ground.
- F.** Trees greater than twenty inches (20") in diameter must have root zone protection of a minimum of fifteen feet (15') from the center of the tree. Establish tree diameter at a point of four and a half feet (4.5') above ground.
- G.** When construction equipment is permitted to cross the parkway or right-of-way outside the root protection zone, including dumpster delivery on private property, the parkway must be protected with a maintained six inch (6") layer of wood chips or mulch, or one inch (1") layer of plywood or similar approved material sufficient to protect the entire parkway where equipment crosses. Before any equipment crosses the parkway, an inspection of the protective layer will be done by the Director of Public Works or their designee (Village Forester, Horticulturalist, etc.).
- H.** Prior to removal of the root zone protection or prior to any required parkway landscape restoration, a final inspection of the parkway is required by the Director of Public Works or their designee (Village Forester, Horticulturalist, etc.).
- I. Proper Root Pruning:** If construction activity is to occur within the root zone of existing parkway or right-of-way trees, root pruning and/or special care will be required. A Certified Arborist from the Village must administer, supervise or sign off on any treatments. All required root pruning must be completed prior to delivery of any materials or equipment, excavation or actual work begins.
 - 1.** An approved root pruning mechanical device that cuts to a minimum depth of eighteen inches (18") is mandatory for any excavation that occurs in the parkway or right-of-way within the drip line of a Village-owned tree.

2. Root pruning must occur no more than six inches (6") outside the limits of excavation and be continuous within the drip line of the tree. For excavations bisecting the parkway or right-of-way such as utility connections, the root pruning cut also must bisect the parkway corresponding to the length of the excavation.
3. Root pruning must be to the depth of four inches (4") below the lowest point of excavation up to a maximum depth of twenty-four inches (24").
4. Once excavation begins, if any roots greater than one inch (1") in diameter are encountered below twenty-four inches (24") depth, the root must be trimmed flush with a sharp saw to eliminate any ragged edges.
5. Root pruning can occur no earlier than one month prior to excavation beginning.
6. Root pruning trench must be backfilled within 48 hours of excavation.

J. Violations of Construction / Protection Regulations: Whoever violates the Construction / Protection Section, in addition to any other fines, or fees, shall be subject to the following provisions:

1. Fines: First offense, five hundred dollars (**\$500.00**); second offense, one thousand dollars (**\$1,000.00**); third and subsequent offense, two thousand five hundred dollars (**\$2,500.00**).
2. If catastrophic injury is incurred or the aesthetics of the tree are deemed poor from damage, then the **Appraised Value** fine will be put into effect.
3. If the entity or person cannot pay the fines and fees, a lien shall be placed against their property. (Ord. 17-2012, 3-28-2012)

8-10-9: ACCIDENTS / VANDALISM

- A. In the case of a vehicular accident or vandalism, where a Village-owned tree, shrub, perennial, turf, etc. are damaged or removed, fines will be charged according to the percentage of damage to such asset or **Tree Appraisal**.
- B. No person shall attach any object (bird feeder or house, paint, poster, nails, rope, sign, squirrel guards, swing, wire, etc.) to a Village-owned tree, shrub, perennial, turf, etc. (Ord. 17-2012, 3-28-2012)
- C. Fines: First offense, five hundred dollars (**\$500.00**); second offense, one thousand dollars (**\$1,000.00**); third and subsequent offense, two thousand five hundred dollars (**\$2,500.00**).

- D. If catastrophic injury is incurred or the aesthetics of the tree are deemed poor from damage, then the **Appraised Value** fine will be put into effect.
- E. If the entity or person cannot pay the fines and fees, a lien shall be placed against their property. (Ord. 17-2012, 3-28-2012)

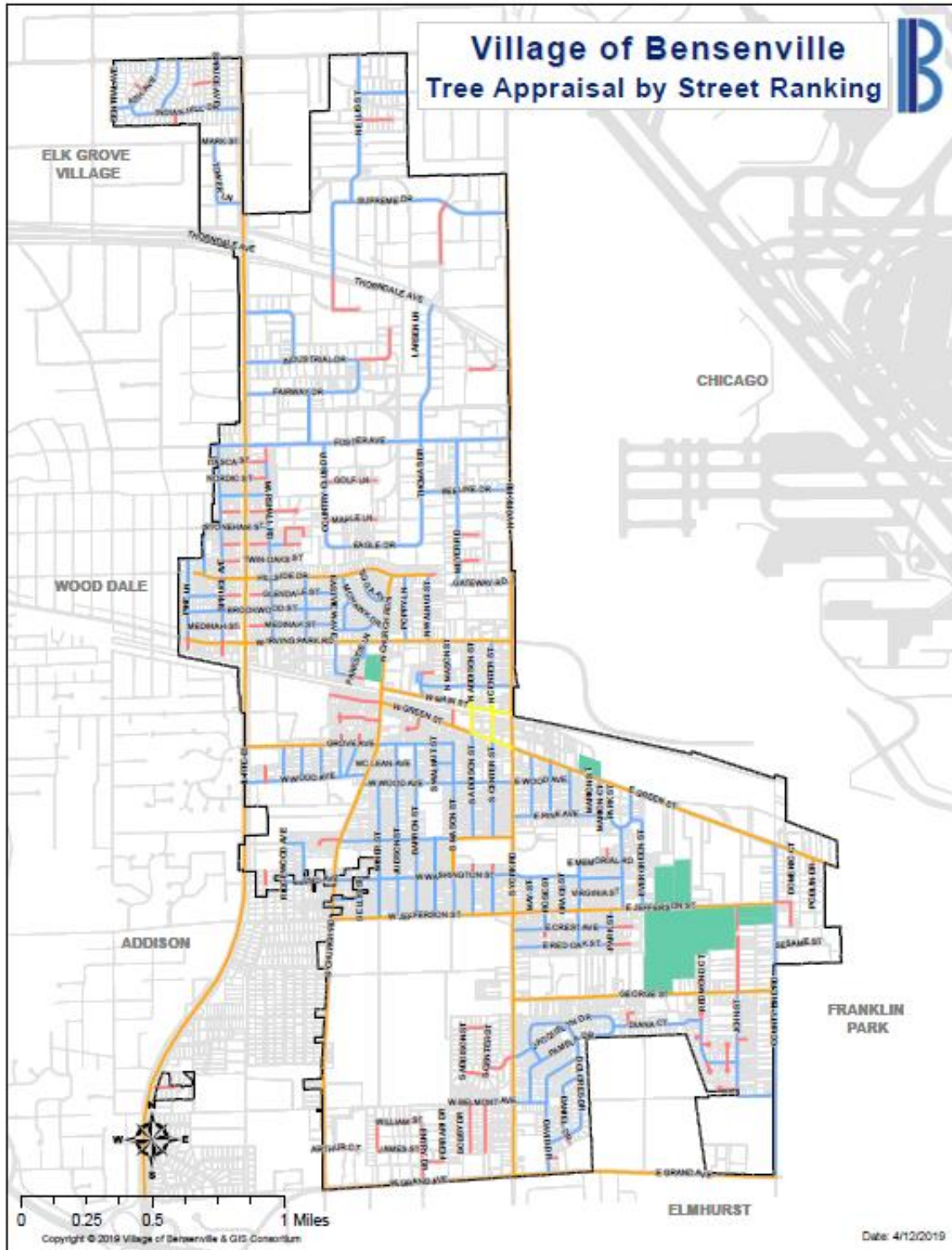
8-10-10: NATURAL DISASTER

Natural disasters (Micro-bursts, Tornados, Wind Storms, Snow Storms, etc.) occur and sometimes without much warning. Clean-up and appropriate disaster response will follow the Village's Emergency Disaster Plan.

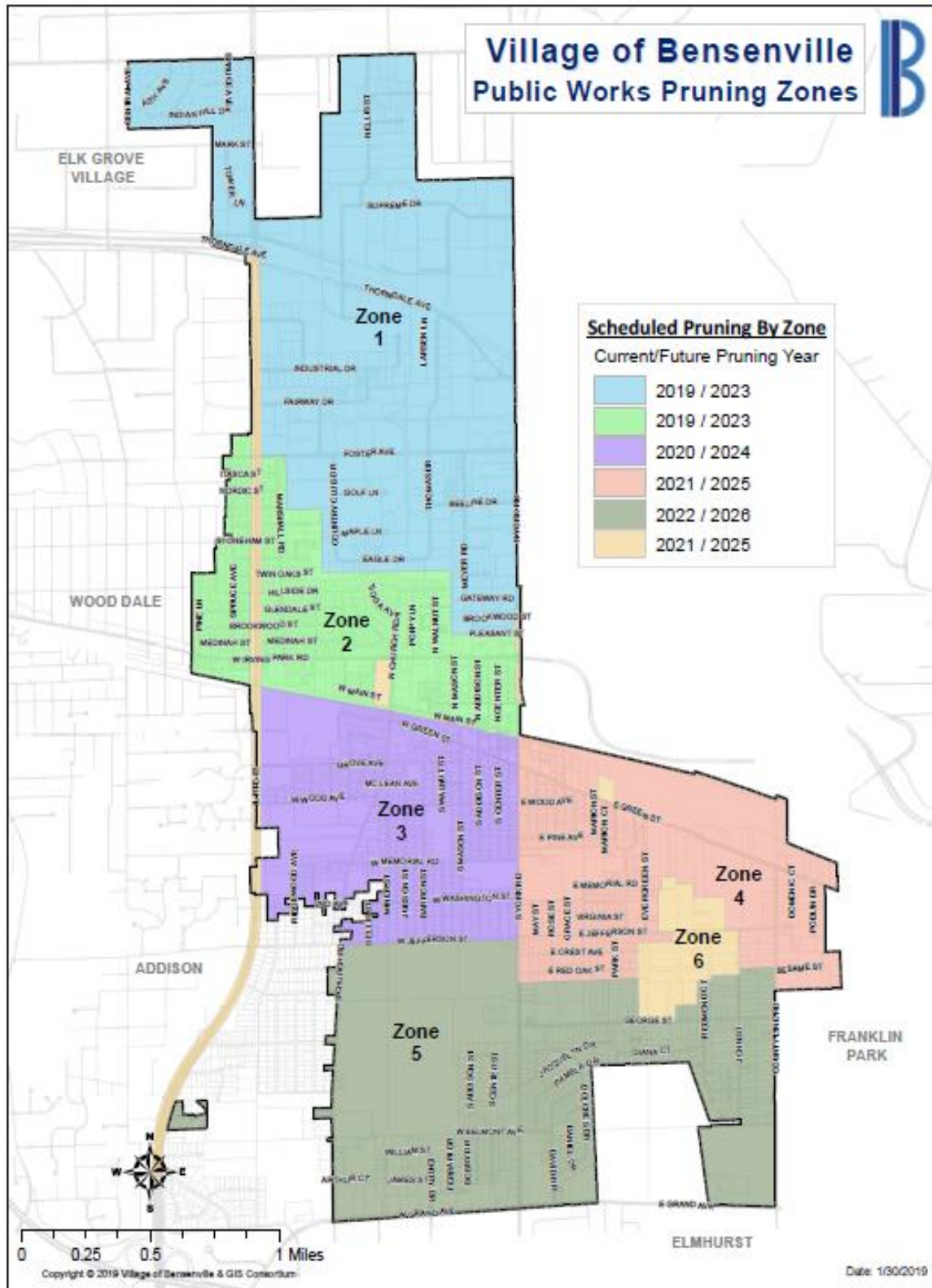
8-10-11: TREE APPRAISALS

- A. The Village utilizes Purdue University Extension Tree Appraisal Formula when calculating the appraised value of a tree.
- B. The formula used in this process is: $\text{Value} = (\text{Basic Tree Cost}) \times (\text{Species Rating \%}) \times (\text{Condition Rating \%}) \times (\text{Location Rating \%})$
 - 1. Basic Tree Cost is calculated by multiplying the cost per square inch of replacing a tree and the cross sectional area of the removed tree.
 - a. The cost to replace the tree is the sum of the purchase and installation costs of a new 2" tree divided by the cross sectional area of a newly planted 2" tree. At the time of publication of this Ordinance, the value is $(\$230 \text{ purchase} + \$100 \text{ installation}) / 3.1 \text{ sq. in.} = \$105 / \text{sq. in.}$ The Village reserves the right to modify this number based on actual costs and / or industry standards at the time of determination.
 - b. The cross sectional area of the removed tree shall be measured at the diameter breast height (DBH) of the removed tree.
 - 2. Species Rating % is the factor assigned to a given tree species, based the Illinois Arborist Association (www.illinoisarborist.org). This subjective rating is based on individual qualities and traits, which may vary geographically within the state because of local climate and environmental influences.
 - 3. Condition Rating % is the rating determined by establishing the overall health and structural integrity of the tree. An assessment of the condition includes roots, trunk, and canopy. The Village Arborist shall determine the Condition Rating on a scale of 1 to 4. For the purpose of the appraisal calculation the following shall be used: 1 = poor (use 0.25), 2 = fair (use 0.50), 3 = good (use 0.75), and 4 = excellent (use 1.0).

4. Location Rating % is a value determined by the tree's placement in the landscape and the overall area in which property is located. The Village has created a map depicting the different Location Ratings. Ratings are established as follows: Cul-de-sacs / Dead Ends (use 0.50), Parks (use 0.57), Secondary Roadways (use 0.63), Primary Roads (use 0.69), and Town Center (use 0.75).



8-10-12: PRUNING ZONE MAP



PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 28th day of May 2019, pursuant to a roll call vote, as follows:

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____