

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 BOARD OF TRUSTEES MEETING AGENDA 6:30 PM April 14, 2020

- 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 24, 2020 Village Board Meeting Minutes*
- VI. WARRANT
 1. *Warrant Report 4-14-2020 20/07 \$527,641.54*
- VII. **CONSENTAGENDA– CONSIDERATION OF AN “OMNIBUS VOTE”**
- VIII. **REPORTS OF VILLAGE DEPARTMENTS**
 - A. Administration
 1. *Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Supporting a State of Emergency and Approving Executive Orders Protecting the Public Health, Safety and Welfare and Providing Financial and Emotional Relief to the Residents and Business Community*
 - B. Community and Economic Development
 1. *Ordinance Approving a Preliminary and Final Plat of Subdivision for York Wood Resubdivision at 201 S. York Road*
 2. *Ordinance Approving a Preliminary and Final Plat of Subdivision for Sexton Property Resubdivision at the Northwest Corner of Grand Avenue and County Line Road*
 - C. Finance

1. 2020 Financial Outlook with COVID-19 Impact

D. Police Department – No Report

E. Public Works

- 1. Resolution Authorizing the Execution of an Intergovernmental Agreement (IGA) with the Illinois State Toll Highway Authority (ISTHA) for the Construction of the Elgin O'Hare Western Access (EOWA) Contract I-17-4683 (E03)*
- 2. Resolution Authorizing the Execution of a Contract with Compass Minerals America Inc. for the Maximum Amount (130%) Purchase of Rock Salt in the Not-to-Exceed Amount of \$52,734.50*
- 3. Resolution Waiving Competitive Bidding and Authorizing the Execution of a Purchase Order to Xylem, Inc. for the Emergency Pump Replacement (Pump #1) at the York Road Lift Station in the Amount of \$45,053.79*
- 4. Resolution Authorizing the Rejection of All bids and Re-advertising for the 2019 Annual Residential Streetlight Project - CDBG*

F. Recreation – No Report

IX. REPORTS OF VILLAGE OFFICERS:

A. PRESIDENT'S REMARKS:

B. VILLAGE MANAGER'S REPORT:

C. VILLAGE ATTORNEY'S REPORT:

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

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

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

TYPE:Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**April 14, 2020**DESCRIPTION:**March 24, 2020 Village Board Meeting Minutes**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

DRAFT_200324_VB

Upload Date

4/7/2020

Type

Cover Memo

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

MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING
March 24, 2020

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

ROLL CALL: 2. Upon roll call by Deputy Village Clerk, Corey Williamsen, the following Board Members were present:

Carmona*, Franz*, Frey*, Lomax*, Panicola*, Perez*

Absent: None

A quorum was present.

Staff Present: E. Summers, C. Williamsen

**Village Clerk, Nancy Quinn, Trustee Carmona, Trustee Franz, Trustee Frey, Trustee Lomax, Trustee Panicola and Trustee Perez attended the meeting via electronic means.*

President DeSimone requested to move Village Manager's Report to this portion of the meeting. There were no objections from the Village Board.

**MANAGERS
REPORT:**

Village Manager, Evan Summers, announced the Village is operating under the State of Illinois Governor's Order No. 2020-07, as such the Village Clerk and Trustees are attending the meeting via phone this evening. Mr. Summers announced that in order to provide and open and honest form of Government, under the direction of Village President, Frank DeSimone, the Village has made several accommodations that exceed the Governor's Order. Mr. Summers announced the Village President, Village Manager, Village Attorney and Deputy Village Clerk are all present in the Village Board Room. Mr. Summers announced the Village has solicited Public Comment by allowing the Public to submit via an online form and that any Public Comment received will be read into the record. Mr. Summers announced Public access to the Board Room is permitted for Public that wish to address the Village Board in person could do so if they so choose.

Minutes of the Village Board Meeting
March 24, 2020 Page 2

Mr. Summers announced this meeting is being live streamed for the first time in Village history on Periscope via www.pscb.tv/bensenvilleil and the link has been posted on the Village's website for the Public to access.

PUBLIC COMMENT: There was no Public Comment.

**APPROVAL OF
MINUTES:**

3. The March 10, 2020 Village Board Meeting minutes were presented.

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

All were in favor. Motion carried.

**WARRANT NO.
20/06:**

4. President DeSimone presented **Warrant No. 20/06** in the amount of \$1,378,240.51.

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

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

NAYS: None

All were in favor. Motion carried.

Motion: 5. Trustee Carmona made a motion to approve the Consent Agenda as presented. Trustee Franz seconded the motion.

All were in favor. Motion carried.

**Resolution No.
R-30-2020:**

Resolution Establishing Guidelines and Procedures for 2020 Senior/Disabled Grass Cutting Program. (Consent Agenda)

**Resolution No.
R-31-2020:**

Resolution Authorizing the Execution of a Contract with L.A.R. Lawn & Ground Corp. for the 2020 Senior/Disabled Grass Cutting Program. (Consent Agenda)

Resolution No.
R-32-2020:

Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the 2020 Senior/Disabled Grass Cutting Program. (Consent Agenda)

Resolution No.
R-33-2020:

Resolution Authorizing the Execution of a Contract with Thomas Herrera Landscaping for the 2020 Senior/Disabled Grass Cutting Program. (Consent Agenda)

Resolution No.
R-34-2020:

Resolution Authorizing the Award of a Construction Contract for the 2020 Village Watermain Replacement Project to Swallow Construction Corporation in the Amount of \$2,062,407.18. (Consent Agenda)

Resolution No.
R-35-2020:

Resolution Authorizing the Execution of a Construction Engineering Services Agreement for the 2020 Watermain Improvements Project with Hancock Engineering Company in the Not to Exceed Amount of \$108,856.00. (Consent Agenda)

Resolution No.
R-36-2020:

Resolution Authorizing the Approval of an Estoppel Certificate for Roosevelt University and the Assignment and Assumption of Lease Between Robert Morris University Illinois (Assignor) and Roosevelt University (Assignee). (Consent Agenda)

Resolution No.
R-37-2020:

Resolution to Authorize the Village Manager to Enter into an Agreement with Net Assets Corporation for Rental Registrar Services Beginning with the 2021 Registration Year. (Consent Agenda)

Ordinance No.
11-2020:

Ordinance Abating the Tax Heretofore Levied for the Year 2019 to Pay Debt Service on \$1,500,000 series 2001B General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois. (Consent Agenda)

Ordinance No.
12-2020:

Ordinance Amending Title 3, Chapter 3, Section 5 of the Bensenville Village Code to Reduce the Number of Class E-1 Liquor Licenses Outstanding at Any One Time from Ten to Nine. (Consent Agenda)

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March 24, 2020 Page 4

Motion: Trustee Carmona made a motion to approve the Consent Agenda as amended. Trustee Franz seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.
13-2020:**

6. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 13-2020** entitled an **Ordinance Amending Title 3, Chapter 3, Section 5 of the Bensenville Village Code to Reduce the Number of Class E-1 Liquor Licenses Outstanding at Any One Time from Ten to Nine.**

Village Manager, Evan Summers, stated the proposed Ordinance amends the Village Code to include certain additional health emergencies and a declaration of a state of emergency by the President of the United States, Governor of the State of Illinois, DuPage County or World Health Organization. Mr. Summers announced the proposed Ordinance also amends the Village Code to allow the village to make needed expenditures to ensure emergency operations and basic village services are provided to residents.

There were no questions from the Village Board.

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

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

NAYS: None

All were in favor. Motion carried.

**PRESIDENT'S
REMARKS:**

President DeSimone announced that as Elected Officials, we are committed to serving the Community now more than ever. President DeSimone announced that vital services will continue to be provided to the Community. President DeSimone announced he will sign an Emergency Declaration tonight that is meant to be used in a limited fashion to ensure the effects of the coronavirus are mitigated and addressed in a swift and decisive manner.

President DeSimone announced that this declaration allows for immediate action in the event the Village Board does not have the ability to meet to approve emergency operation measures. President DeSimone announced that this is also the first step in allowing the Village to be reimbursed by the Federal Government for related expenses. President DeSimone announced to all Residents and Business during these times: as a Resident of Bensenville for many year, he can tell you that the people of Bensenville does not give up. In times of good and bad, the Bensenville Community has always stepped up and supported one another in times of need. The amount of outreach and support he has seen over the past week has been outstanding, please keep it up. Although we may be forced to stay at home and distance ourselves from others, President DeSimone challenges the Community to reach out to Family and Friends during these times by calling or video conferencing. President DeSimone asked that you check in on your elder neighbors, just to see how they are doing. President DeSimone stated if history can tell us anything, it's that Bensenville is a resilient Community filled with people that care for each other. President DeSimone is confident Bensenville will get through this. President DeSimone thanks all for their patience during these times. President DeSimone thank Bensenville and asks all to stay safe.

**VILLAGE ATTORNEY
REPORT:**

Village Attorney, Joseph Montana, had no report.

**UNFINISHED
BUSINESS:**

There was no unfinished business.

NEW BUSINESS:

There was no new business.

**EXECUTIVE
SESSION:**

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

ADJOURNMENT:

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

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 6:39 p.m.

Nancy Quinn
Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, April 2020

TYPE:Warrant**SUBMITTED BY:**Tia Filishio**DEPARTMENT:**Finance**DATE:**4/14/2020**DESCRIPTION:**Warrant Report 4-14-2020 20/07 \$527,641.54**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:**Warrant Report 4-14-2020 20/07 \$527,641.54**ATTACHMENTS:****Description****Upload Date****Type**Warrant Report 4-14-2020 20/07 \$527,641.544/9/2020Backup Material

VILLAGE OF BENSENVILLE WARRANT 20/07

April 14, 2020

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

E. K. Summers

EVAN K SUMMERS
VILLAGE MANAGER

Julie A McManus

JULIE MCMANUS
DIRECTOR OF FINANCE

Approved by the Board of Trustees on April 14, 2020 hereby authorizing the Director of Finance to disburse \$ 527,641.54 the accounts indicated in the attached report.

NANCY QUINN
VILLAGE CLERK

FRANK DESIMONE
VILLAGE PRESIDENT



BENSENVILLE
GATEWAY TO OPPORTUNITY

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/14/2020

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
10-41, INC.									
1406									
05.01.2020-01	ANNUAL CNTRCT/CHAPLAIN SERV	ELGIN	20200939	05/03/2020	11040110-532100	PD	PROFESSIONAL SERVICES	\$2,000.00	0
								2,000.00	
7 LAYER SOLUTIONS. INC.									
1093									
4613	MANAGED IT SERVICES & VOICE S	SCHAUMBURG	20200983	05/01/2020	11020180-531260	FN	INFO TECHNOLOGY SERVICES	\$11,502.00	0
4613	MANAGED IT SERVICES & VOICE S	SCHAUMBURG	20200983	05/01/2020	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$515.00	0
								12,017.00	
ACS ENTERPRISES, INC.									
505									
184447	BLANKET PO - HVAC FILTERS	CHICAGO	20200153	05/02/2020	11050440-542110	PW	R&M BUILDING	\$258.35	0
								258.35	
ADVANCE AUTO PARTS									
808									
8751007338318	INV# 8751007823022- 218 IGNITI	BENSENVILLE	20200946	04/12/2020	51050570-542410	PW	R&M VEHICLES	\$41.62	0
8751007370833	INV# 8751007370833 SHOP TOWEL	BENSENVILLE	20200945	04/12/2020	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$31.29	0
8751007823022	INV# 8751007823022- 218 IGNITI	BENSENVILLE	20200946	04/17/2020	51050540-542410	PW	R&M VEHICLES	\$108.49	0
8751007823023	INV# 8751007823022- 218 IGNITI	BENSENVILLE	20200946	04/17/2020	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$42.22	0
8751007823053	INV# 8751007823022- 218 IGNITI	BENSENVILLE	20200946	04/17/2020	51050540-542410	PW	R&M VEHICLES	\$8.16	0
8751007823055	INV# 8751007823022- 218 IGNITI	BENSENVILLE	20200946	04/17/2020	51050540-542410	PW	R&M VEHICLES	\$7.35	0
8751007971104	INV# 8751007971104 - 230 OIL F	BENSENVILLE	20200947	04/18/2020	51050540-542410	PW	R&M VEHICLES	\$22.48	0
8751008071160	6 SPARK PLUGS-SQ #304-INV #875	BENSENVILLE	20200905	04/01/2020	11040110-542410	PD	R&M VEHICLES	\$29.10	0
8751008071161	AIR FLTR/COIL ASSY & BOOT-SQ #	BENSENVILLE	20200906	04/01/2020	11040110-542410	PD	R&M VEHICLES	\$100.28	0
								390.99	
ADVANTAGE TRAILERS & HITCHES									
8752									
57231	INV# 57231 ST225/75R15 LRE MTD	CAROL STREAI	20200954	04/12/2020	51050570-542410	PW	R&M VEHICLES	\$596.28	0
								596.28	
AFLAC									
980									
MARCH 2020	MARCH 2020 CONTRIBUTIONS	COLUMBUS	20200873	04/25/2020	11000000-214130	FN	PAYROLL DEDUCT'N-AFLAC	\$963.84	9005956
								963.84	
AFSCME									
3105									
03202020	MVP NATIONAL PR WH 3/20/2020		20200876	04/19/2020	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$12.60	9005950
04032020	MVP PEOPLE PR WH 4/3/2020		20200977	05/03/2020	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$12.60	9005966
MARCH 2020	UNION DUES MARCH 2020		20200877	04/19/2020	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$1,623.76	9005954

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CHECK AMOUNT	W/T/MANUAL CHECK #
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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								1,648.96	
AFTERMATH									
11608									
JC2020-4625	BIO CLEANING-CELL #1-RE: 2020-	AURORA	20200972	04/17/2020	11040110-542110	PD	R&M BUILDING	\$105.00	0
JC2020-4843	BIO CLEANING-CELL #1-RE:2020-2	AURORA	20200971	04/25/2020	11040110-542110	PD	R&M BUILDING	\$155.00	0
JC2020-5370	BIOHAZARD CLEANING-SQ #303-IN	AURORA	20200970	04/25/2020	11040110-542110	PD	R&M BUILDING	\$155.00	0
								415.00	
AL WARREN OIL CO, INC.									
700									
W1298567	R-149-19 FLEET FUEL AND TANK R	HAMMOND	20200097	04/22/2020	11020190-554110	PW	FUEL/GAS/OIL	\$54.62	0
W1298567	R-149-19 FLEET FUEL AND TANK R	HAMMOND	20200097	04/22/2020	11040110-554110	PW	FUEL/GAS/OIL	\$956.50	0
W1298567	R-149-19 FLEET FUEL AND TANK R	HAMMOND	20200097	04/22/2020	11050490-554110	PW	FUEL/GAS/OIL	\$1,271.35	0
W1298567	R-149-19 FLEET FUEL AND TANK R	HAMMOND	20200097	04/22/2020	11060640-554110	PW	FUEL/GAS/OIL	\$21.58	0
W1298567	R-149-19 FLEET FUEL AND TANK R	HAMMOND	20200097	04/22/2020	11070720-554110	PW	FUEL/GAS/OIL	\$25.75	0
W1298567	R-149-19 FLEET FUEL AND TANK R	HAMMOND	20200097	04/22/2020	51050540-554110	PW	FUEL/GAS/OIL	\$1,317.67	0
W1298567	R-149-19 FLEET FUEL AND TANK R	HAMMOND	20200097	04/22/2020	51050570-554110	PW	FUEL/GAS/OIL	\$404.10	0
W1302313	R-149-19 FLEET FUEL AND TANK R	HAMMOND	20200097	05/08/2020	11040110-554110	PW	FUEL/GAS/OIL	\$1,144.80	0
W1302313	R-149-19 FLEET FUEL AND TANK R	HAMMOND	20200097	05/08/2020	11050490-554110	PW	FUEL/GAS/OIL	\$163.30	0
W1302313	R-149-19 FLEET FUEL AND TANK R	HAMMOND	20200097	05/08/2020	11070720-554110	PW	FUEL/GAS/OIL	\$3.70	0
W1302313	R-149-19 FLEET FUEL AND TANK R	HAMMOND	20200097	05/08/2020	51050540-554110	PW	FUEL/GAS/OIL	\$203.20	0
								5,566.57	
ALEXIAN BROTHERS CORPORATE HE									
12656									
14334788	JAMES INJURY - 11/22/2019 - A	CHICAGO	20200935	04/30/2020	11020130-541210	AD	PHYSICAL EXAMS	\$4,769.00	0
								4,769.00	
ALFRED G. RONAN, LTD.									
1431									
APRIL 2020	PROFESSIONAL CONSULTING SER	OAK PARK		05/01/2020	11010010-532810	FN	PROJECT MANAGEMENT SERVICE	\$7,500.00	0
								7,500.00	
ALLPRINT, INC.									
1781									
9672	6" X 11" VILLAGE CENSUS POST C	HAWTHORN W	20200868	04/15/2020	11060110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$744.58	0
9681	MESSAGE FROM MAYOR - COVID 1	HAWTHORN W		04/30/2020	11020190-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$1,040.58	0
								1,785.16	
ANDERSON LOCK CO.									
6304									
1036596	INV# 1036596 200-763 108" ASTR	DES PLAINES	20200952	04/19/2020	11050440-542110	PW	R&M BUILDING	\$125.00	0
								125.00	

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
ANGELA NAGLE									
9									
174730	REFUND FOR COVID-19 LTS CANCELLATION			05/06/2020	11174300-437430	FN	RINK REVENUE-FIGURE SKATING	\$68.00	0
								68.00	
AQUA PURE ENTERPRISES, INC.									
11330									
0130844-IN	CHEMICALS - POOL	ROMEOVILLE	20200959	04/15/2020	11070760-554120	SF	CHEMICALS	\$715.71	0
								715.71	
AQUAJoy SPA AND POOL, INC.									
889									
1474	SEAL,DIFFUSER O-RING, SEAL PLATE	SUGAR GROVE	20200957	04/18/2020	11070760-542310	SF	R&M EQUIPMENT	\$556.00	0
								556.00	
AQUALAB WATER TREATMENT, INC.									
1373									
4669	WATER TREATMENT CHEMICALS/E	PROSPECT HEIGHTS	20200996	05/01/2020	11174100-554120	SF	CHEMICALS	\$403.00	0
								403.00	
ASG STAFFING, INC.									
1032									
1150107	MARIO ESTRADA SALARY- WK OFF	BENSENVILLE	20200901	04/14/2020	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$475.95	0
								475.95	
ASHLEY OCHSE									
9									
155648	REFUND ON PARTY DEPOSIT - THE			05/02/2020	11070790-437910	FN	MOVIE THEATRE-ADMISSION SALE	\$30.00	0
								30.00	
AUDIOMETRIC ASSOCIATES									
632									
14442	AUDIOETRIC TESTING OFFICE VISIT	ELK GROVE VILLAGE	20200895	04/10/2020	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$25.00	0
14442	AUDIOETRIC TESTING OFFICE VISIT	ELK GROVE VILLAGE	20200895	04/10/2020	51050110-521510	PW	EDUC/SEMRS/MTGS/TRNG	\$25.00	0
								50.00	
AVI SYSTEMS									
11667									
88675576	AVI STUDIO INSTALL FINAL PAYMENT	MINNEAPOLIS	20200928	04/25/2020	11020170-594000	AD	CAPITAL OUTLAY - MACHINERY & EQUIPMENT	\$10,070.00	0
								10,070.00	
AVION CONSULTANTS, LLC									
1350									
MARCH 2020	ON-CALL AIRPORT NOISE CONSULTING	MOUNT PROSPECT		04/30/2020	11010010-532810	FN	PROJECT MANAGEMENT SERVICE	\$150.00	0
								150.00	

EXPENDITURE APPROVAL LIST

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FOR CHECKS DATED: 4/14/2020

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
AXON ENTERPRISE, INC.									
930									
SI-1649074	TASER/CARTRIDGES-INV #SI-16490	SCOTTSDALE	20200982	04/22/2020	11040110-548110	PD	RENTAL & LEASE-EQUIPMENT	\$9,240.00	0
								9,240.00	
BARAN, CAROL (E)									
12366									
03262020	REIMBURSE CLEANING SUPP/PAPI	BENSENVILLE	20200940	04/25/2020	11020190-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$50.71	0
								50.71	
BATTERY SERVICE CORPORATION									
2716									
0059825	INV# 0059825 - 951 12V DEEP CY	BENSENVILLE	20200951	04/15/2020	51050570-542410	PW	R&M VEHICLES	\$124.12	0
								124.12	
BAXTER & WOODMAN									
2717									
0212110	PRETREATMENT ASSISTANCE 2/5/	CAROL STREAI	20200917	04/19/2020	51050577-536511	PW	ENG SVC - ENVIRONMENTAL	\$9,983.20	0
								9,983.20	
BENSENVILLE POSTMASTER									
2622									
202009112105830	COVID19 MAILING MESSAGE FROM	BENSENVILLE	20201000	04/30/2020	11020190-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$1,182.24	9005970
APRIL 2020	POSTAGE - UB MAILING - APRIL 20	BENSENVILLE	20200998	05/06/2020	51030250-540110	FN	POSTAGE/DELIVERY SERVICES	\$2,104.75	9005969
								3,286.99	
BONNIE STOPA									
9									
174736	REFUND FOR COVID-19 LTS CANCE			05/06/2020	11174300-437430	FN	RINK REVENUE-FIGURE SKATING	\$18.00	0
								18.00	
BRIGHT DIRECTIONS									
683									
03202020	BRIGHT DIRECTIONS PR WH 3/20/2	LINCOLN	20200872	04/19/2020	11000000-213500	FN	PAYROLL DEDUCT'N-BRIGHT STAI	\$200.00	9005952
04032020	BRIGHT DIRECTIONS PR WH 4/3/2C	LINCOLN	20200973	05/03/2020	11000000-213500	FN	PAYROLL DEDUCT'N-BRIGHT STAI	\$200.00	9005967
								400.00	
C&C PEST CONTROL									
1762									
189866	PEST CONTROL SERVICE 3/16/2020	BENSENVILLE	20200893	04/15/2020	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$140.00	0
								140.00	
CALVIN LIT									
9									
174715	REFUND FOR COVID-19 LTS CANCE			05/06/2020	11174300-437430	FN	RINK REVENUE-FIGURE SKATING	\$36.00	0

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								36.00	
CARDINAL FENCE & SUPPLY, INC.									
12681									
310009	INV#310009 10 BAGS- 7' TALL RO	BENSENVILLE	20200955	04/17/2020	11050440-542110	PW	R&M BUILDING	\$1,301.70	0
								1,301.70	
CDS OFFICE TECHNOLOGIES									
684									
INV1299860	COPIER SUPPORT 3/1-3/31/2020	SPRINGFIELD	20200911	04/19/2020	11020180-548110	FN	RENTAL & LEASE - EQUIPMENT	\$1,145.82	0
								1,145.82	
CDW GOVERNMENT, INC.									
11480									
XLC9834	HP SMART - POWER ADAPTER - 65	CHICAGO	20200900	05/02/2020	11020180-552135	FN	MATERIAL/SUPPLIES-EQUIPMENT	\$100.32	0
								100.32	
CHICAGO PARTS & SOUND, LLC									
929									
1-0134641	INV# 1-0134641 BRAKE CLEAN 14	ELK GROVE VII	20200948	04/12/2020	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$104.64	0
1-0136517	12 OIL FILTERS/POLICE STOCK-IN	ELK GROVE VII	20200937	04/30/2020	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$51.60	0
								156.24	
CHRISTINA FILIP									
9									
174733	REFUND FOR COVID-19 LTS CANCELLATION			05/06/2020	11174300-437430	FN	RINK REVENUE-FIGURE SKATING	\$68.00	0
								68.00	
CINEVISION, LLC									
1507									
P233815	EXHIBITOR FEES- PLAYING WITH F	LOS ANGELES	20200902	04/29/2020	11070790-540110	SF	POSTAGE/DELIVERY SERVICE	\$40.00	0
								40.00	
CITRON HYGIENE US CORP									
1548									
441048	AUTOFRESH PROD & SERV (6)	BILLERICA	20200942	04/10/2020	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$47.30	0
								47.30	
CIVICPLUS									
13046									
198098	CP ANNUAL FEE - HOSTING & SUP	MANHATTAN	20200991	05/08/2020	11020170-572175	AD	WEBSITE & SOCIAL NETWORKING	\$4,313.26	0
								4,313.26	
CIVITECH ENGINEERING, INC.									
454									
3373-10	R-14-19 DOWNTOWN STREETSCAPE	ITASCA	20200421	05/06/2020	31080860-536515	PW	ENG SVC - PROJECT MANAGEMENT	\$8,393.87	0

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								8,393.87	
COMCAST 12216									
0001924-0420	COMCAST SERVICE - PW	SOUTHEASTEF	20200130	04/20/2020	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$12.67	0
0002237-0320	COMCAST-8771200940002237-0320	SOUTHEASTEF	20200932	04/03/2020	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$243.96	0
0408014-0420	COMCAST-8771200940002237-0320	SOUTHEASTEF	20200932	04/22/2020	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$78.40	0
0421918-0320	SERVICE 3/12-4/11/2020 @ 345 E GI	SOUTHEASTEF	20200729	04/04/2020	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$258.35	9005945
0421918-0320	SERVICE 3/12-4/11/2020 @ 345 E GI	SOUTHEASTEF	20200729	04/04/2020	11040110-549990	FN	OTHER CONTRACTUAL SERVICE	\$177.12	9005945
0546086-0420	SERVICE 3/24-4/23/2020 @ 1025 FE	SOUTHEASTEF	20200943	04/19/2020	11040341-574415	PD	POLICE NEIGHBORHOOD CENTEF	\$88.40	0
								858.90	
COMMONWEALTH EDISON 2668									
4066109004-0320	COMED-4066109004- 2.19.2020-3.	CAROL STREAI	20200916	04/18/2020	11050420-541370	PW	ELECTRICITY	\$5,946.57	0
								5,946.57	
CONRAD POLYGRAPH, INC. 981									
3879	POLYGRAPH TESTING	HINSDALE		04/10/2020	11010070-532100	FN	PROFESSIONAL SERVICES	\$347.50	0
								347.50	
CONSTELLATION ENERGY SERVICES 13016									
3355640000-0220	CONSTELLATION-6561640000-0220	CAROL STREAI	20200921	04/09/2020	11174100-541370	SF	ELECTRICITY	\$4,012.22	0
6561640000-0220	CONSTELLATION-6561640000-0220	CAROL STREAI	20200921	04/09/2020	11174100-541370	SF	ELECTRICITY	\$4,205.18	0
								8,217.40	
CORE & MAIN LP 12655									
L130714	CREDIT ON COTTER PIN & EPXY	ST LOUIS		08/30/2019	51050540-552520	FN	WATER MAIN PARTS	\$-1,179.80	0
M069651	R-9-20 APPROVED VENDER WATEI	ST LOUIS	20200325	04/17/2020	51050540-552520	PW	WATER MAIN PARTS	\$1,358.00	0
								178.20	
DANA RANIERI 9									
173316	REFUND ON PARTY DEPOSIT - THE			05/01/2020	11070790-437910	FN	MOVIE THEATRE-ADMISSION SALI	\$30.00	0
								30.00	
DASH MEDICAL GLOVES 11899									
INV1190145	1 CS EA. M/L/XL GLOVES-INV #IN	FRANKLIN	20200899	04/17/2020	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$146.70	0
								146.70	
DAVID UPHOFF 9									

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174735	REFUND FOR COVID-19 LTS CANCELLATION			05/06/2020	11174300-437430	FN	RINK REVENUE-FIGURE SKATING	\$36.00	0
								36.00	
DONAHUE & ROSE, PC									
1785									
28	PROFESSIONAL SERVICES - PREP	ROSEMONT		05/01/2020	11030110-532320	FN	AUDITING SERVICES	\$97.50	0
								97.50	
DUPAGE COUNTY ANIMAL CONTROL									
3917									
6148	PICK-UP/BOARD STRAY DOG-RE: 2	WHEATON	20200776	04/03/2020	11040340-548410	PD	ANIMAL CONTROL SERVICES	\$195.00	0
								195.00	
ELMHURST AREA MOMS									
9									
168842	REFUND ON PARY DEPOSIT - THEATRE			04/23/2020	11070790-437910	FN	MOVIE THEATRE-ADMISSION SALE	\$30.00	0
								30.00	
ENVIRONMENTAL RESOURCE ASSOC									
8777									
929381	INV# 929381 WASTEWATR COLIFORM	ARVADA	20200925	04/19/2020	51050570-552550	PW	LAB SUPPLIES	\$468.30	0
								468.30	
FUL LIFE, LLC									
355									
52141	GLOVES - COVID-19	ROSELLE	20200926	04/22/2020	11020190-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$315.00	0
								315.00	
GABLES TRANSPORT, INC.									
9									
PS26985	OVERPAYMENT ON PD CITATION F			04/15/2020	11000000-444112	FN	FINES- PARKING	\$125.00	0
								125.00	
GREAT LAKE THEATRE SERVICE, LTD									
319									
MARCH 2020	THEATER BOOKING FEES-	AURORA	20200956	04/30/2020	11070790-541460	SF	BOOKING FEES	\$150.00	0
								150.00	
GUITAR CENTER, INC.									
491									
ARINV52389047	BLUETOOTH MEDIA PLAYER/STEE	WESTLAKE VIL	20200583	03/28/2020	11174100-542310	SF	R&M EQUIPMENT	\$229.00	0
								229.00	
HOME DEPOT CREDIT SERVICES									
7665									
3122781	BASKETBALL HOOP BOLTS- REDM	LOUISVILLE	20200997	05/04/2020	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATION	\$26.08	0

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4624939	HANDY BOX EMT SET SCREW COM	LOUISVILLE	20200953	04/03/2020	11050490-542310	PW	R&M EQUIPMENT	\$75.04	0
9626734	BLEACH SPRAYER,SHOP TOWELS	LOUISVILLE	20200924	04/18/2020	11020190-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$124.90	0
								226.02	
ICMA_RC RETIREMENT									
3096									
03202020	ICMA ROTH PR WH 3/20/2020		20200875	04/19/2020	11000000-213300	FN	PAYROLL DEDUCT'N-ROTH IRA	\$1,414.53	9005955
04032020	ICMA ROTH PR WH 4/3/2020		20200976	05/03/2020	11000000-213300	FN	PAYROLL DEDUCT'N-ROTH IRA	\$1,539.53	9005962
04032020A	ICMA PR WH 4/3/2020		20200985	05/03/2020	11000000-213100	FN	PAYROLL DEDUCT'N-DEF COMP	\$12,421.54	9005971
								15,375.60	
ILLINOIS COMMUNICATIONS SALES IN									
1536									
103002589-1	SERVICE CALL	CHICAGO	20200927	02/08/2020	11020190-542510	AD	R&M COMMUNICATIONS SYSTEM	\$120.00	0
								120.00	
ILLINOIS DEPARTMENT OF REVENUE									
3098									
04032020	IL STATE PR TAX WH 4/3/2020	SPRINGFIELD	20200986	05/03/2020	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$15,785.38	9005973
								15,785.38	
ILLINOIS PHLEBOTOMY SERVICES, LL									
1753									
1067	BLOOD TEST-RE 20-183-INV #1067	OSWEGO	20200898	04/16/2020	11040110-532100	PD	PROFESSIONAL SERVICES	\$425.00	0
1071	BLOOD TESTING SERVICE-RE:20-2	OSWEGO	20200871	04/16/2020	11040110-532100	PD	PROFESSIONAL SERVICES	\$425.00	0
								850.00	
ILLINOIS PUBLIC RISK FUND									
1195									
63600	MAY WORKERS COMPENSATION/A	TINLEY PARK	20200934	04/15/2020	11020150-562550	AD	CLAIM PAYMENTS-WORKERS COI	\$33,682.00	0
								33,682.00	
INNOVATIVE DATA SOLUTIONS, INC.									
664									
34688	DOCUMENT MANAGEMENT SOFTW	ORLANDO	20200981	05/08/2020	11040110-571115	PD	DEPARTMENT ACCREDITATION	\$3,996.75	0
								3,996.75	
JAMES J BENES & ASSOCIATES, INC.									
7894									
1594.000E	R-81-19 ENG SERV 2019 RESIDENT	LISLE	20200440	04/30/2020	31050400-532100	PW	PROFESSIONAL SERVICES	\$1,932.88	0
								1,932.88	
JC LICHT, LLC									
1289									
03051964	PAINT/PAINT SUPPLIES- RINK	CHICAGO	20200884	04/16/2020	11174100-542310	SF	R&M EQUIPMENT	\$334.61	0
03052251	INV#03052251 1G AQ0400099 AQLC	CHICAGO	20200949	04/26/2020	11050440-542110	PW	R&M BUILDING	\$24.36	0

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03052404	PAINT- EDGE	CHICAGO	20200994	05/02/2020	11174100-542310	SF	R&M EQUIPMENT	\$169.74	0
								528.71	
JILL WETTERQUIST									
9									
174718	REFUND FOR COVID-19 LTS CANCELLATION			05/06/2020	11174300-437430	FN	RINK REVENUE-FIGURE SKATING	\$57.27	0
								57.27	
JOHNSTON, GARY									
349									
FEBRUARY 2020	TRUCK PERMIT SERVICES-FEB202	ELBURN	20200870	03/30/2020	11040110-532100	PD	PROFESSIONAL SERVICES	\$1,295.46	0
								1,295.46	
KAITLYN FISCHER									
9									
174734	REFUND FOR COVID-19 LTS CANCELLATION			05/06/2020	11174300-437430	FN	RINK REVENUE-FIGURE SKATING	\$36.00	0
								36.00	
KARYN KAIN									
9									
174724	REFUND FOR COVID-19 LTS CANCELLATION			05/06/2020	11174300-437430	FN	RINK REVENUE-FIGURE SKATING	\$32.00	0
								32.00	
KATHY SHANNON									
9									
174721	REFUND FOR COVID-19 LTS CANCELLATION			05/06/2020	11174300-437430	FN	RINK REVENUE-FIGURE SKATING	\$28.36	0
								28.36	
KELLY DEFILIPPIS									
9									
174719	REFUND FOR COVID-19 LTS CANCELLATION			05/06/2020	11174300-437430	FN	RINK REVENUE-FIGURE SKATING	\$28.36	0
								28.36	
KUSTOM SIGNALS, INC									
10383									
360521 SO	PURCHASE 2 RADAR DETECTORS-	CHICAGO	20200734	04/17/2020	31580490-595000	PD	CAPITAL OUTLAY-FLEET	\$2,516.00	0
								2,516.00	
LAURA WEINBRENNER									
9									
174727	REFUND FOR COVID-19 LTS CANCELLATION			05/06/2020	11174300-437430	FN	RINK REVENUE-FIGURE SKATING	\$42.54	0
								42.54	
LAW ENFORCEMENT RECORDS MANAGEMENT									
1480									
PASSIALIS 2020	LERMI MEMBERSHIP-R/C PASSIALIS	GLENDALE HEIGHTS	20200966	05/06/2020	11040110-521110	PD	MEMBERSHIP DUES	\$15.00	0

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								15.00	
LEE FENNELL									
9									
174731	REFUND FOR COVID-19 LTS CANCELLED			05/06/2020	11174300-437430	FN	RINK REVENUE-FIGURE SKATING	\$36.00	0
								36.00	
LINDAHL BROTHERS, INC.									
338									
23188	R-152-19 SAND & STONE DELIVERY	BENSENVILLE	20200045	04/22/2020	51050540-552610	PW	GRAVEL/ASPHALT	\$2,648.92	0
								2,648.92	
MAILFINANCE									
347									
N18103045	0320-01 LEASE N18102961 - COVERAGE 03/2020	SAN FRANCISCO	20200910	03/14/2020	11030110-548110	FN	RENTAL & LEASE-EQUIPMENT	\$475.68	9005957
								475.68	
MATTHEW & TARA DUHAN									
9									
161372	REFUND ON PARTY DEPOSIT - THE			04/29/2020	11070790-437910	FN	MOVIE THEATRE-ADMISSION SALE	\$30.00	0
								30.00	
METROPOLITAN ALLIANCE POLICE									
8009									
03202020	UNION DUES MARCH 2020	BOLINGBROOK	20200879	04/19/2020	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$1,178.00	9005949
								1,178.00	
MICHELLE BUSHNELL									
9									
174714	REFUND FOR COVID-19 LTS CANCELLED			05/06/2020	11174300-437430	FN	RINK REVENUE-FIGURE SKATING	\$176.00	0
								176.00	
MILLER COOPER & CO LTD									
1163									
APRIL 2020	APRIL 2020 INSURANCE	DEERFIELD	20200933	05/01/2020	11000000-214110	FN	PAYROLL DEDUCT'N-HEALTH INS	\$143,941.92	9005960
APRIL 2020	APRIL 2020 INSURANCE	DEERFIELD	20200933	05/01/2020	11000000-214120	FN	PAYROLL DEDUCT'N-LIFE INS	\$1,209.97	9005960
APRIL 2020	APRIL 2020 INSURANCE	DEERFIELD	20200933	05/01/2020	11000000-214160	FN	PAYROLL DEDUCT'N-DENTAL INS	\$9,080.18	9005960
								154,232.07	
MILLER INDUSTRIAL, LLC									
6509									
SI-244248	10 BXS LRGE GLOVES/4 BXS MED GLOVES	ELK GROVE VIL	20200908	04/25/2020	11020190-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$192.66	0
SI-245392	10 BOXES OF GLOVES-INV #SI-245	ELK GROVE VIL	20200969	05/01/2020	11020190-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$158.00	0
								350.66	

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MONTANA & WELCH, LLC.									
1410									
12546	LEGAL SERVICES - GENERAL INVC	PALOS HEIGHT		05/06/2020	11020120-533110	FN	LEGAL SERVICES-GEN'L MATTER:	\$8,370.06	0
12547	LEGAL SERVICES - LITIGATION INV	PALOS HEIGHT		05/06/2020	11020120-533510	FN	LEGAL SERVICES-LITIGATION	\$3,693.57	0
12548	LEGAL SERVICES - PROLOGIS DEV	PALOS HEIGHT		05/06/2020	11020120-533510	FN	LEGAL SERVICES-LITIGATION	\$350.00	0
								12,413.63	
MUNICIPAL GIS PARTNERS, INC.									
1080									
4944	R-143-19 GIS CONSORTIUM SERVI	DES PLAINES	20200016	04/30/2020	11050110-532100	PW	PROFESSIONAL SERVICES	\$3,487.95	0
4944	R-143-19 GIS CONSORTIUM SERVI	DES PLAINES	20200016	04/30/2020	51050110-532100	PW	PROFESSIONAL SERVICES	\$3,487.96	0
								6,975.91	
MUNICIPAL SYSTEMS, INC.									
12974									
18752	MOVE/ABC PRGM FEE-FEB20-INV #	PALOS HTS	20200780	04/03/2020	11040110-542100	PD	MAINTENANCE AGREEMENTS	\$75.00	0
18853	POSTAGE-LATE NOTICES-JAN 20-II	PALOS HTS	20200779	04/03/2020	11040110-540110	PD	POSTAGE/DELIVERY SERVICESS	\$236.00	0
								311.00	
NAUSHEEN AHMIT									
9									
174729	REFUND FOR COVID-19 LTS CANCE			05/06/2020	11174300-437430	FN	RINK REVENUE-FIGURE SKATING	\$72.00	0
								72.00	
NCPERS IL IMRF									
5424									
0582042020	APRIL 2020 LIFE INSURANCE	JACKSONVILLE	20200878	04/12/2020	11000000-214120	FN	PAYROLL DEDUCT'N-LIFE INS	\$128.00	0
								128.00	
NEMETH GLASS, INC.									
10156									
154344	REPLACE BROKEN WINDSHIELD-S	CHICAGO	20200778	04/01/2020	11040110-542410	PD	R&M VEHICLES	\$331.11	0
								331.11	
NEVCO SPORTS, LLC									
11459									
0000187802	LED SEGMENT- WEST RINK SCORI	GREENVILLE	20200931	04/16/2020	11174100-542310	SF	R&M EQUIPMENT	\$412.08	0
								412.08	
NICOR									
2673									
05733400005-0220	NICOR- 54863400005-0220	CAROL STREAI	20200929	04/10/2020	11070790-541370	SF	ELECTRICITY	\$132.52	0
20557800008-0320	NICOR-20557800008-0320	CAROL STREAI	20200950	04/26/2020	51050550-541370	PW	ELECTRICITY/GAS	\$177.40	0
54863400005-0220	NICOR- 54863400005-0220	CAROL STREAI	20200929	04/10/2020	11070790-541370	SF	ELECTRICITY	\$206.18	0
71947800000-0220	NICOR-20557800008-0320	CAROL STREAI	20200950	04/26/2020	51050550-541370	PW	ELECTRICITY/GAS	\$204.19	0

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71947800000-0320	NICOR-20557800008-0320	CAROL STREAI	20200950	04/26/2020	51050550-541370	PW	ELECTRICITY/GAS	\$193.40	0
								913.69	
NORTHWEST HOCKEY LEAGUE									
9									
174704	TOURNAMENT CANCELLED - COV			05/08/2020	11174100-437410	FN	RINK REVENUE-ICE RENTAL	\$4,562.25	0
								4,562.25	
OLD SECOND BANK									
1338									
04032020	PAYROLL TAXES 4/3/2020	AURORA	20200984	05/03/2020	11000000-212010	FN	PAYROLL DEDUCT'N-FED INC TX	\$38,871.47	9005974
04032020	PAYROLL TAXES 4/3/2020	AURORA	20200984	05/03/2020	11000000-212020	FN	PAYROLL DEDUCT'N-SOC SEC	\$28,405.11	9005974
04032020	PAYROLL TAXES 4/3/2020	AURORA	20200984	05/03/2020	11000000-212030	FN	PAYROLL DEDUCT'N-MEDICARE	\$10,373.21	9005974
								77,649.79	
PARAMOUNT PICTURES									
7130									
SONIC THE HEDG	MOVIE RENTAL FEES- SONIC THE	LOS ANGELES	20200890	04/11/2020	11070790-547910	SF	MOVIE RENTAL FEES	\$300.00	0
								300.00	
PAYLOCITY									
12843									
106278614	PAYROLL FEES 3/20/2020	ARLINGTON HE	20200881	04/19/2020	11030110-532310	FN	PAYROLL SERVICES	\$1,672.49	9005948
106339075	PAYROLL FEES 4/3/2020	ARLINGTON HE	20200979	05/03/2020	11030110-532310	FN	PAYROLL SERVICES	\$1,041.06	9005965
								2,713.55	
QUADIENT FINANCE USA, INC.									
1783									
42207250-0320	POSTAGE CLOSING 3/13/2020	CAROL STREAI	20200912	04/12/2020	11030110-540110	FN	POSTAGE/DELIVERY SERVICESS	\$527.00	9005958
								527.00	
QUANTUM LABS INC									
895									
INV-478560	INV# 478560 QUANTUM BLUE NITRI	MINNEAPOLIS	20200922	04/15/2020	51050570-554810	PW	UNIFORMS	\$174.72	0
INV-478561	INV# 478560 QUANTUM BLUE NITRI	MINNEAPOLIS	20200922	04/15/2020	51050570-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$272.47	0
								447.19	
R & R SPECIALTIES									
11266									
0070203-IN	ICE PAINT	SUMMERSET	20200930	04/19/2020	11174100-542170	SF	R&M ICE RINKS	\$1,557.20	0
								1,557.20	
RES PUBLICA GROUP									
1322									
3320	MONTHLY RETAINER - MARCH 202	CHICAGO		04/30/2020	11020170-576010	FN	ECONOMIC DEVELOPMENT INITIA	\$4,000.00	0
								4,000.00	

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
RITEWAY PEST CONTROL, INC.									
1416									
271034	PEST MANAGEMENT-APR20-INV #2	ELMHURST	20200965	05/01/2020	11040110-542110	PD	R&M BUILDING	\$125.00	0
								125.00	
ROESCH FORD									
486									
102008FOWG	OIL PRESSURE SWITCH-SQ #301-II	BENSENVILLE	20200775	04/01/2020	11040110-542410	PD	R&M VEHICLES	\$9.06	0
102597FOWG	OXYGEN SENSOR-SQ #304-INV #1C	BENSENVILLE	20200904	04/18/2020	11040110-542410	PD	R&M VEHICLES	\$124.19	0
102599FOWG	OXY SNSOR/PURG VAL ASSY-SQ #	BENSENVILLE	20200903	04/19/2020	11040110-542410	PD	R&M VEHICLES	\$159.82	0
102752FOWG	REPAIR PARTS-SQ #302-INV #1027	BENSENVILLE	20200964	04/25/2020	11040110-542410	PD	R&M VEHICLES	\$4.53	0
102761FOWG	STEERING GEAR ASSEMBLY-SQ #	BENSENVILLE	20200963	04/25/2020	11040110-542410	PD	R&M VEHICLES	\$68.60	0
102765FOWG	STEERING GEAR ASSEMBLY-SQ #	BENSENVILLE	20200962	04/25/2020	11040110-542410	PD	R&M VEHICLES	\$68.60	0
102786FOWG	REPAIR PARTS-SQ #304-INV #1027	BENSENVILLE	20200960	04/26/2020	11040110-542410	PD	R&M VEHICLES	\$185.57	0
102797FOWG	STEERING GEAR ASSEMBLY-SQ #	BENSENVILLE	20200961	04/27/2020	11040110-542410	PD	R&M VEHICLES	\$68.60	0
								688.97	
RONCO INDUSTRIAL SUPPLY COMPAN									
58									
6050359-2	LARGE DISPOSABLE GLOVES- 32 E	BENSENVILLE	20200992	04/22/2020	11020190-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$99.80	0
6050864-1	BATH TISSUE/TRSH CAN LNRS-INV	BENSENVILLE	20200897	04/22/2020	11040110-552125	PD	MATERIALS/SUPPLIES-CLEANING	\$289.91	0
6050864-2	PPR TWLS/HAND SOAP-INV #6050E	BENSENVILLE	20200909	04/24/2020	11040110-552125	PD	MATERIALS/SUPPLIES-CLEANING	\$294.20	0
								683.91	
S & G THOR CORPORATION									
1528									
MARCH 2020	CONSULTING SERVICES - MARCH	BLOOMINGDAL		04/30/2020	11010010-532810	FN	PROJECT MANAGEMENT SERVICE	\$6,000.00	0
								6,000.00	
S & K POOL SERVICES, INC.									
1775									
00020668	FLANGE GASKET KIT - POOL	ADDISON	20200958	04/12/2020	11070760-542310	SF	R&M EQUIPMENT	\$19.00	0
								19.00	
SARA RODRIGUEZ									
9									
174716	REFUND FOR COVID-19 LTS CANCE			05/06/2020	11174300-437430	FN	RINK REVENUE-FIGURE SKATING	\$28.36	0
								28.36	
SIRCHIE FINGER PRINT LABORATOR									
4391									
0440424-IN	DRUG TESTING KITS-INV #004024-	YOUNGSVILLE	20200968	04/26/2020	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$191.20	0
								191.20	

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/14/2020

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
SMG SECURITY SYSTEMS, INC.									
4295									
80976	PANIC BUTTON INSTALLATION- JEI	ELK GROVE VII	20200267	04/22/2020	11174100-542310	SF	R&M EQUIPMENT	\$990.00	0
80977	PANIC BUTTON INSTALLATION- JEI	ELK GROVE VII	20200267	04/22/2020	11174100-542310	SF	R&M EQUIPMENT	\$850.00	0
								1,840.00	
STATE DISBURSEMENT UNIT									
13020									
03202020	CHILD SUPPORT PAYMENTS 3/20/2	CAROL STREAI	20200882	04/19/2020	11000000-217500	FN	PAYROLL DEDUCT'N-COURT ORD	\$1,032.74	9005947
04032020	CHILD SUPPORT PR WH 4/3/2020	CAROL STREAI	20200980	05/03/2020	11000000-217500	FN	PAYROLL DEDUCT'N-COURT ORD	\$1,032.74	9005968
								2,065.48	
STRAND ASSOCIATES, INC.									
526									
0158044	R-155-19 LS13 & LS17 LIFT STA	MADISON	20200046	04/09/2020	51080880-536515	PW	ENG SVC - PROJECT MANAGEME	\$3,514.47	0
0158387	WWTP OPERATIONS & SCADA ASSE	MADISON	20200298	04/10/2020	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$632.90	0
0158496	R-157-19 CHURCH RD PUMP STATI	MADISON	20200096	04/11/2020	51080860-536515	PW	ENG SVC - PROJECT MANAGEME	\$5,943.42	0
								10,090.79	
SUBURBAN LABORATORIES INC.									
3008									
175103	R-9-20 APPROVED VENDERS LIST	GENEVA	20200432	04/30/2020	51050550-543510	PW	LABORATORY TESTING	\$625.00	0
								625.00	
SUDHIR VISSA									
9									
174732	REFUND FOR COVID-19 LTS CANCE			05/06/2020	11174300-437430	FN	RINK REVENUE-FIGURE SKATING	\$32.00	0
								32.00	
SUPERFLEET MASTERCARD									
1418									
IE260 0220-032020	DEF FUEL PURCHASE	CHARLOTTE	20200896	04/19/2020	11050490-554110	PW	FUEL/GAS/OIL	\$20.19	0
								20.19	
TEKLAB, INC.									
1457									
241561	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	04/17/2020	51050577-543510	PW	LABORATORY TESTING	\$763.44	0
241563	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	04/17/2020	51050577-543510	PW	LABORATORY TESTING	\$162.88	0
241566	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	04/17/2020	51050577-543510	PW	LABORATORY TESTING	\$555.84	0
241568	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	04/17/2020	51050577-543510	PW	LABORATORY TESTING	\$81.44	0
241569	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	04/17/2020	51050577-543510	PW	LABORATORY TESTING	\$131.34	0
241570	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	04/17/2020	51050577-543510	PW	LABORATORY TESTING	\$81.44	0
241571	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	04/17/2020	51050577-543510	PW	LABORATORY TESTING	\$586.38	0
241572	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	04/17/2020	51050577-543510	PW	LABORATORY TESTING	\$65.67	0

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
241573	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	04/17/2020	51050577-543510	PW	LABORATORY TESTING	\$555.84	0
241574	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	04/17/2020	51050577-543510	PW	LABORATORY TESTING	\$555.84	0
241575	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	04/17/2020	51050570-543510	PW	LABORATORY TESTING	\$1,320.36	0
								4,860.47	
THOMSON REUTERS - WEST									
8192									
841944930	MONTHLY "CLEAR" FEE-INV #84194	CAROL STREAI	20200777	03/31/2020	11040110-525010	PD	BOOKS/PAMPHLETS/PUBLICATION	\$593.25	0
								593.25	
T-MOBILE									
10053									
964388480-0320	R-24-20 GPS TRACKING SERVICE	CINCINNATI	20200637	03/30/2020	11050490-549990	PW	OTHER CONTRACTUAL SERVICE	\$1,020.60	0
								1,020.60	
TOSCAS LAW GROUP LLC									
1649									
031320RLM 032020	031320 & 032020 - RED LIGHT VIOL	PALOS HEIGHT		04/22/2020	11040110-549990	FN	OTHER CONTRACTUAL SERVICE	\$300.00	0
								300.00	
TOTAL PARKING SOLUTIONS, INC									
13180									
104897	METRA MACHINE - SERVICE	DOWNERS GRO	20200944	04/24/2020	58050590-542310	FN	R & M-MATERIALS & EQUIPMENT	\$344.00	0
								344.00	
TRADITIONAL CONCRETE PROD., INC.									
7244									
4710	CONCRETE POLES	MENOMONEE F	20200157	04/19/2020	11050420-552670	PW	MATERIAL/SUPPLIES-ST LIGHTS	\$9,960.00	0
								9,960.00	
TRAVELERS									
12992									
000574929	SUMMONS FOR EXCESSIVE FORCI	DALLAS	20200936	04/30/2020	11020150-562510	AD	CLAIM PAYMTS-GENERAL LIABILIT	\$1,011.60	0
								1,011.60	
TREASURY DIRECT									
11906									
03202020	SAVINGS BONDS PR WH 3/20/2020		20200880	04/19/2020	11000000-213400	FN	PAYROLL DEDUCT'N-SAVINGS BO	\$25.00	9005953
04032020	SAVINGS BONDS PR WH 4/3/2020		20200978	05/03/2020	11000000-213400	FN	PAYROLL DEDUCT'N-SAVINGS BO	\$25.00	9005961
								50.00	
TWIST OFFICE PRODUCTS									
4541									
901055-0	STICKY INDEX CARDS	WOOD DALE	20200888	03/22/2020	11174100-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$8.98	0
								8.98	

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
U.S. UPFITTERS / INLAD									
1483									
78717	CONTROLLER	LOMBARD	20200836	05/07/2020	11020190-542410	AD	R&M VEHICLES	\$231.22	0
								231.22	
UMB BANK, F/B/O PLANMEMBER									
1346									
03202020	PLAN MEMBER PR WH 3/20/2020	SHAWNEE MIS	20200874	04/19/2020	11000000-213600	FN	PAYROLL DEDUCT'N- PLAN MEMB	\$1,000.00	9005951
04032020	PLAN MEMBER PR WH 4/3/2020	SHAWNEE MIS	20200974	05/03/2020	11000000-213600	FN	PAYROLL DEDUCT'N- PLAN MEMB	\$1,000.00	9005964
								2,000.00	
VERIZON WIRELESS									
11240									
442003865-00001-C	SERVICE 2/24-3/23/2020	LEHIGH VALLE	20200989	04/22/2020	11020180-541315	FN	CELL PHONE SERVICE & EQUIPME	\$5,183.95	0
585520014-00001-C	SERVICE 2/20-3/19/2020	LEHIGH VALLE	20200941	04/18/2020	11040380-542100	PD	MAINTENANCE AGREEMENTS	\$716.90	0
								5,900.85	
VILLAGE OF BENSENVILLE									
3100									
04032020	POLICE PENSION PR WH 4/3/2020		20200987	05/03/2020	11000000-212140	FN	PAYROLL DEDUCT'N-POL PENSIO	\$12,817.22	9005972
								12,817.22	
WAREHOUSE DIRECT, INC.									
1077									
4611993-0	PAPER TOWELS/TOILET PAPER- JF	DES PLAINES	20200993	04/10/2020	11174100-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$13.82	0
4611993-0	PAPER TOWELS/TOILET PAPER- JF	DES PLAINES	20200993	04/10/2020	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATOR	\$6.09	0
4614327-0	PAPER TOWELS/TOILET PAPER- JF	DES PLAINES	20200993	04/11/2020	11174100-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$113.90	0
4615200-0	PAPER TOWELS/TOILET PAPER- JF	DES PLAINES	20200993	04/12/2020	11174100-542112	SF	R&M BUILDING-CLEANING	\$399.20	0
4615879-0	PAPER TOWELS/TOILET PAPER- JF	DES PLAINES	20200993	04/12/2020	11020190-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$978.70	0
4620050-0	JANITORIAL SUPPLIES-COVID	DES PLAINES	20200869	04/17/2020	11020190-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$223.64	0
4620050-0A	OFFICE SUPPLIES	DES PLAINES	20200861	04/17/2020	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$43.26	0
4620050-0A	OFFICE SUPPLIES	DES PLAINES	20200861	04/17/2020	51050110-551110	PW	MATERIAL/SUPPLIES	\$43.25	0
4620050-0A	OFFICE SUPPLIES	DES PLAINES	20200861	04/17/2020	51050570-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$3.34	0
4621040-0	TRIGGER SPRAY BOTTLES - COVID	DES PLAINES	20200923	04/18/2020	11020190-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$24.60	0
4623510-0	OFFICE SUPPLIES-INV #4623510-0	DES PLAINES	20200892	04/19/2020	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$76.85	0
4625587-0	OFFICE SUPPLIES-INV #4625587-0	DES PLAINES	20200907	04/23/2020	11040110-554110	PD	FUEL/GAS/OIL	\$40.10	0
4630878-0	700 DISINFECTING WIPES-INV #46	DES PLAINES	20200938	04/30/2020	11020190-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$29.99	0
								1,996.74	
WARNER BROTHERS DISTRIBUTING									
6503									
BIRDS OF PREY	MOVIE RENTAL FEES- BIRDS OF PI	ATLANTA	20200889	04/11/2020	11070790-547910	SF	MOVIE RENTAL FEES	\$250.00	0
								250.00	

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/14/2020

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
WENTWORTH TIRE-BENSENVILLE									
3510									
40037482	4 NEW TIRES-SQ #305-INV #40037	BENSENVILLE	20200967	04/26/2020	11040110-542410	PD	R&M VEHICLES	\$507.20	0
								507.20	
WESTBROOK STRATEGIC CONSULTA									
1198									
137	CONSULTING SERVICES - MARCH	WESTCHESTER		04/30/2020	11020110-532810	FN	PROJECT MANAGEMENT SERVICE	\$3,750.00	0
								3,750.00	
WISCONSIN DEPARTMENT OF REVEN									
1529									
03202020	WISC STATE PR TAX WH 3/20/2020	MADISON	20200913	04/19/2020	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$287.42	9005959
04032020	WISC STATE PR TAX WH 4/3/2020	MADISON	20200975	05/03/2020	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$287.42	9005963
								574.84	
ZIEBELL WATER SERVICE									
3045									
249293-000	R-9-20 APPROVED VENDERS LIST	ELK GROVE VII	20200449	04/11/2020	51050540-552520	PW	WATER MAIN PARTS	\$1,708.11	0
249294-000	R-9-20 APPROVED VENDERS LIST	ELK GROVE VII	20200449	04/11/2020	51050540-552520	PW	WATER MAIN PARTS	\$348.33	0
249301-000	R-9-20 APPROVED VENDERS LIST	ELK GROVE VII	20200449	04/12/2020	51050540-552520	PW	WATER MAIN PARTS	\$561.76	0
249313-000	R-9-20 APPROVED VENDERS LIST	ELK GROVE VII	20200449	04/15/2020	51050540-552520	PW	WATER MAIN PARTS	\$146.00	0
249326-000	R-9-20 APPROVED VENDERS LIST	ELK GROVE VII	20200449	04/16/2020	51050540-552520	PW	WATER MAIN PARTS	\$167.32	0
249340-000	R-9-20 APPROVED VENDERS LIST	ELK GROVE VII	20200449	04/17/2020	51050540-552520	PW	WATER MAIN PARTS	\$361.68	0
								3,293.20	

CHECK TOTAL: **235,461.67**

WIRE/MANUAL TOTAL: **292,179.87**

EXPENDITURE TOTAL: **527,641.54**

TYPE:Ordinance**SUBMITTED BY:**M. Ribando**DEPARTMENT:**Village Manager**DATE:**04/14/2020**DESCRIPTION:**

Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Supporting a State of Emergency and Approving Executive Orders Protecting the Public Health, Safety and Welfare and Providing Financial and Emotional Relief to the Residents and Business Community

-

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

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

Due to the Covid19 Pandemic, an Emergency Declarations and certain Executive Orders were approved for the public health and safety of our residents and business community along in addition to providing financial and emotional relief.

KEY ISSUES:**ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description****Upload Date****Type**

Ordinance	4/9/2020	Cover Memo
Declaration of Emergency	4/9/2020	Cover Memo
Executive Order 2020-01	4/9/2020	Cover Memo
Executive Order 2020-02	4/9/2020	Cover Memo
Executive Order 2020-03	4/10/2020	Cover Memo

ORDINANCE NUMBER _____

AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS SUPPORTING A STATE OF EMERGENCY AND APPROVING EXECUTIVE ORDERS PROTECTING THE PUBLIC HEALTH, SAFETY AND WELFARE AND PROVIDING FINANCIAL AND EMOTIONAL RELIEF TO THE RESIDENTS AND BUSINESS COMMUNITY

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*”) are charged with the responsibility of protecting the health, safety and welfare of the residents of the Village; and

WHEREAS, COVID-19, also known as the "coronavirus," is a dangerous disease which has spread around the world, including in the United States, the State of Illinois, DuPage County and Village of Bensenville; and

WHEREAS, COVID-19 is a direct and serious threat to the public's health, safety and welfare; and

WHEREAS, the Governor of the State of Illinois issued a disaster proclamation on March 9, 2020 due to the COVID-19 disease outbreak; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 disease outbreak a worldwide global pandemic; and

WHEREAS, the President of the United States of America declared a national state of emergency on March 13, 2020; and

WHEREAS, the DuPage County Board Chairman issued a disaster proclamation on March 16, 2020; and

WHEREAS, on March 20, 2020, the Governor of the State of Illinois issued Executive Order 20-10, a "Stay At Home" order, allowing only "essential businesses" to operate and limiting the movement of persons in Illinois in order to slow the spread of COVID-19, which has a significant and material impact on Village residents and businesses; and

WHEREAS, on March 24, 2020, the Village President declared a state of emergency in the Village entitled "Declaration of a State of Emergency Village of Bensenville, DuPage and Cook Counties, Illinois" (the "*Declaration*"), a copy of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Declaration was made pursuant to authority granted to the Village President in Chapter Two of Title Four of the Bensenville Village Code, entitled "Emergencies" and pursuant to Section 5/11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6 and Section 3305/11 of the Illinois Emergency Management Agency Act; and

WHEREAS, on April 1, 2020, the Governor of the State of Illinois extended the disaster proclamation for an additional thirty (30) days; and

WHEREAS, on April 1, 2020, the Governor of the State of Illinois also issued Executive Order 2020-18, extending the "Stay At Home" order through April 30, 2020; and

WHEREAS, the Declaration is set to expire upon adjournment of the first regular meeting of the Village Board of Trustees of the Village of Bensenville, Illinois or April 14, 2020; and

WHEREAS, based on the Gubernatorial Disaster Proclamation and subsequent extension thereof as well as Executive Order 2020-10 and Executive Order 2020-18 of the Governor of the State of Illinois, the Corporate Authorities hereby find that the Declaration establishing a State of

Emergency in the Village of Bensenville by the Village President on March 24, 2020 was in the best interest of the health, safety and welfare of the residents of the Village; and

WHEREAS, pursuant to the Declaration the Village President issued Executive Order Number 2020.01 on March 30, 2020; Executive Order Number 2020.02 on March 31, 2020 and Executive Order Number 2020.03 on April 8, 2020 to provide much needed relief and assistance to the residents and businesses of the Village during the COVID-19 pandemic which is causing or anticipated to cause widespread impacts on the health, safety, welfare and finances of the residents and businesses in the Village (Executive Orders Numbered 2020.01, 2020.02 and 2020.03 are herein collectively referred to as the “*Executive Orders*”), copies of which are attached hereto and made a part hereof, as Exhibit B; and

WHEREAS, it is the desire of the Corporate Authorities to concur with the Executive Orders and formally adopt the matters therein described and contained as such are deemed necessary by the Corporate Authorities for the protection of the public health, safety and welfare as provided under the Illinois Municipal Code, the Illinois Emergency Management Agency Act and Chapter Two of Title Four of the Bensenville Village Code; and

WHEREAS, the COVID-19 virus is still causing or anticipated to cause widespread impacts on the health of members of the community; and

WHEREAS, until expiration of the Gubernatorial Disaster Proclamation or unless sooner terminated by a proclamation of the Village President indicating that the emergency no longer exists, whichever occurs first, the Corporate Authorities support and consent to the Village President’s continuation of a Declaration of a State of Emergency in the Village of Bensenville to ensure vital emergency services and functions continue to operate and provide needed relief to the residents and businesses of the Village.

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 this Ordinance is necessary, desirable and in the best interest of the health, safety and welfare of the residents of the Village of Bensenville.

Section 3. The Declaration of a State of Emergency Village of Bensenville, DuPage and Cook Counties, Illinois issued by the Village President on March 24, 2020, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby ratified and approved.

Section 4. The Executive Orders issued by the Village President, copies of which are attached hereto and made a part hereof as Exhibit B, are hereby ratified and approved.

Section 5. The officials, officers, attorneys and consultants of the Village are hereby authorized to undertake actions on the part of the Village as contained in and pursuant to a Declaration of a State of Emergency issued by the Village President or such Executive Order to complete satisfaction of the provisions, terms or conditions stated therein.

Section 6. This Ordinance, and its parts, are declared to be severable and any section, paragraph, clause, provision, or portion of this Ordinance that is declared invalid shall not affect the validity of any other provision of this Ordinance, which shall remain in full force and effect.

Section 7. The findings and recitals herein are declared to be prima facie evidence of the law of the Village and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Section 8. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 9. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

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

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Exhibit A

Declaration

Exhibit B

Executive Orders

6:40pm @

Declaration of State of Emergency

Village of Bensenville, DuPage and Cook Counties, Illinois

Pursuant to the authority vested in the office of the Village President by the Illinois Municipal Code, 65 ILCS 5/11-1-6; the Illinois Emergency Management Agency Act, 20 ILCS 3305/11; and Chapter Two of Title Four of the Bensenville Village Code of the Village of Bensenville, DuPage and Cook Counties, Illinois, I, Frank DeSimone, the Village President of the Village of Bensenville, do hereby declare that a State of Emergency exists as of this date, March 24, 2020, and shall continue until such time as provided by Chapter Two of Title Four of the Bensenville Village Code.

On March 9, 2020, the Governor of the State of Illinois declared a state of emergency. On March 11, 2020, the World Health Organization declared the Coronavirus Disease 2019 (COVID-19) outbreak a pandemic. On March 20, 2020, the Governor of the State of Illinois issued Executive Order Number 2020-10.

The nature of the emergency is the COVID-19 outbreak.

During the existence of the State of Emergency, the Village President shall execute such authority as provided under the Illinois Municipal Code, the Illinois Emergency Management Agency Act and Chapter Two of Title Four of the Bensenville Village Code.

This Declaration of State of Emergency shall be filed with the Village Clerk as soon as practicable.

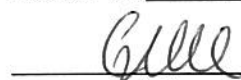
State of Illinois)
County of DuPage) SS

I, Frank DeSimone, Village President of the Village of Bensenville, DuPage and Cook Counties, Illinois, being first duly sworn upon oath, signed and executed this Declaration of State of Emergency, and state that I signed willingly, and that I executed said Declaration as my free and voluntary act for the purposes therein expressed.



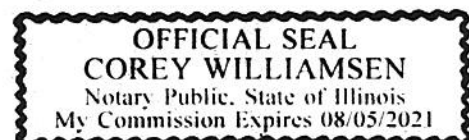
Frank DeSimone, Village President

Subscribed and sworn to (or affirmed) before me
by Frank DeSimone, who is to me personally
known on MARCH 24, 2020.



Notary Public

(SEAL)



EXECUTIVE ORDER NO. 2020.01

**EXECUTIVE ORDER REGARDING VILLAGE RESIDENT AND BUSINESS RELIEF
UNDER A DECLARATION OF A STATE OF EMERGENCY IN THE VILLAGE
OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS
(COVID-19 – MARCH 30, 2020)**

WHEREAS, the Village of Bensenville (the "Village") is a non-home rule unit of local government as provided by Article VII, Section 7 of the Illinois Constitution of 1970; and

WHEREAS, COVID-19, also known as the "coronavirus," is a dangerous disease which has spread around the world, including in the United States, the State of Illinois, DuPage County and Cook County; and

WHEREAS, COVID-19 is a direct and serious threat to the public's health, safety and welfare; and

WHEREAS, the Governor of the State of Illinois issued a disaster proclamation on March 9, 2020 due to the COVID-19 disease outbreak; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 disease outbreak a worldwide global pandemic; and

WHEREAS, the President of the United States of America declared a national state of emergency on March 13, 2020; and

WHEREAS, the DuPage County Board Chairman issued a disaster proclamation on March 16, 2020; and

WHEREAS, on March 20, 2020, the Governor of the State of Illinois issued Executive Order 20-10, a "Stay At Home" order, allowing only "essential businesses" to operate and limiting the movement of persons in Illinois in order to slow the spread of COVID-19, which has a significant and material impact on Village residents and businesses; and

WHEREAS, on March 24, 2020, the Village President declared a state of emergency in the Village entitled "Declaration of a State of Emergency Village of Bensenville, DuPage and Cook Counties, Illinois" (the "Declaration"); and

WHEREAS, the Declaration was made pursuant to authority granted to the Village President in Chapter Two of Title Four of the Bensenville Village Code, entitled "Emergencies," and pursuant to Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6; and

WHEREAS, the Village President has determined that it is necessary to make this Executive Order to best protect the public's health, safety and welfare regarding the COVID-19 pandemic.

NOW, THEREFORE, BE IT ORDERED, by the Village President of the Village of Bensenville, DuPage and Cook Counties, Illinois:

SECTION 1. Incorporation. That the recitals above shall be and are incorporated in this Section 1 as if restated herein.

SECTION 2. Executive Order. That in order to help Village residents, businesses and the community at large deal with the significant repercussions of the COVID-19 pandemic it is ordered:

1. Utility, Water, Refuse and Collections.

a. Service disconnections for Village water service and refuse service under the Bensenville Village Code ("Village Code") are suspended through June 1, 2020 (the "Relief Period").

b. Delinquent charges or late fees for late payments and non-payments for Village water service and refuse service under the Village Code are suspended through the Relief Period.

c. Water meter replacements are suspended through the Relief Period unless an emergency replacement is needed or when directed by the Village Manager.

2. Parking.

Overnight parking prohibitions on residential side streets are suspended through the Relief Period.

3. Peddlers and Solicitors.

Peddlers' and solicitors' licenses issued by the Village under Title 3 of the Bensenville Village Code are temporarily revoked and new licenses shall not be issued to slow down person-to-person contact in the Village through the Relief Period. Peddlers and solicitors are encouraged to use alternative means to communicate with Village residents and businesses, such as by telephone, postal mail, e-mail and digital social media.

4. Building Department.

Building permit expiration dates under the Village Code may be extended for ninety (90) days, upon written request of the permit holder, and the fees for extensions are suspended.

5. Police Department Tickets and Administrative Adjudication.

a. Administrative adjudication of automated traffic law enforcement system violations, also known as red light camera tickets, as well as parking, equipment, and non-

moving citation hearings set to be heard in April and May 2020 are continued to June 18, 2020. Vehicle tow, seizure, and impound hearings set to be heard in April and May are continued to June 11, 2020. No additional fees or penalties shall be assessed on violations due to this continuance.

b. Administrative adjudication of all other Village ordinance violations set to be heard in April and May 2020 are continued to June 11, 2020. No additional fees or penalties shall be assessed on violations due to this continuance.

6. **Playgrounds.**

All playgrounds, sport courts, athletic fields, and associated restroom facilities are closed. Walking, jogging and bike paths are open, but users must practice appropriate social distancing.

7. **Interpretation.** The word "suspended," as used in this Executive Order shall mean "waived to the extent applicable."

8. **Implementation, Administrative Rules and Procedures.** The Village Manager and staff shall implement this Executive Order. The Village Manager and staff are authorized and directed to revise administrative rules and procedures necessary to implement this Executive Order. Discretionary acts under this Executive Order shall be made by the Village Manager using his best judgment.

9. **No Vested Rights.** This Executive Order grants no vested rights and no person or entity shall have any claim to vested rights in any relief granted in this Executive Order.

10. **Legal Effect.** This Executive Order only addresses the matters set forth above arising under the Village Code. This Executive Order does not waive or suspend compliance with any Federal, State or County law, regulation, directive or requirement.

SECTION 3. Duration. That this Executive Order takes effect immediately and expires upon the earlier of (a) the termination of the Declaration, or (b) the withdrawal of this Executive Order by the Village President.

[Signature Page to Follow]

[Signature Page]



Frank DeSimone, Village President
Village of Bensenville, Illinois

Date: March 30, 2020

Subscribed and sworn to (or affirmed) before me
by Frank DeSimone, Village President, Village of Bensenville,
Illinois who is to me personally known on March 30, 2020.


Notary Public

(SEAL)



EXECUTIVE ORDER NO. 2020.02

**EXECUTIVE ORDER REGARDING ON-PREMISES ONLY LIQUOR LICENSEES
SALES UNDER A DECLARATION OF A STATE OF EMERGENCY IN THE VILLAGE
OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS
(COVID-19 – MARCH 31, 2020)**

March 31, 2020

WHEREAS, the Village of Bensenville (the "Village") is a non-home rule unit of local government as provided by Article VII, Section 7 of the Illinois Constitution of 1970; and

WHEREAS, JB Pritzker, Governor of Illinois, declared all counties in the State of Illinois as a disaster area on March 9, 2020 in response to the outbreak of Coronavirus Disease 2019 (COVID-19); and

WHEREAS, on March 16, 2020, the Governor issued Executive Order 2020-07 which ordered all businesses in the State of Illinois that offer food or beverages for on-premises consumption - including restaurants, bars, grocery stores, and food halls - to suspend service for and not permit on-premises consumption; and

WHEREAS, Executive Order 2020-07 permitted businesses to serve food and beverages so that they may be consumed off-premises, as currently permitted by law, through means such as drive-through and curbside pick-up, as long as these establishments ensure that they have an environment where patrons maintain adequate social distancing; and

WHEREAS, the Illinois Liquor Control Commission has now issued guidance to Local Liquor Control Commissioners for on-premises only retailers in relation to the Governor's executive orders; and

WHEREAS, the Illinois Liquor Control Commission is deferring to the local liquor control commission authority to determine whether a business licensed to sell alcoholic liquor may sell alcoholic liquor for off-premises consumption; and

WHEREAS, the Illinois Liquor Control Commission is accepting the decision of a local liquor control commission to authorize an on-premises only retailer to sell alcoholic liquor for consumption off the licensed premises and state retail licenses that authorize on-premises only sales to be authorized to sell alcoholic liquor for off-premises consumption; and

WHEREAS, a Local Liquor Control Commissioner has all the powers and duties as provided in the Illinois Liquor Control Act of 1934, and is authorized and empowered to make such reasonable rules as may be necessary in the performance of the Commissioner's duties; and

WHEREAS, on March 24, 2020, the Village President declared a state of emergency in the Village entitled "Declaration of a State of Emergency Village of Bensenville, DuPage and Cook Counties, Illinois"; and

WHEREAS, COVID-19 has caused in significant economic impact in the community, including loss of income and wages, and

WHEREAS, the Village President and Local Liquor Commissioner has deemed it advisable and in the best interest of the health, safety and welfare of the residents of the Village to allow on-premise only liquor license holders to sell for off-premise consumption; and

WHEREAS, on-premises only liquor license holders selling alcoholic liquor for off-premises consumption in accordance with this Executive Order shall abide by all laws, rules and policies established by Gubernatorial Executive Order 2020-07, the Illinois Liquor Control Act, Illinois Liquor Control Commission Rules and the Village's ordinances and policies that apply to package sales or "to go" sales.

NOW, THEREFORE, I HEREBY ORDER the following for the remainder of the Gubernatorial Disaster Proclamation which currently extends through April 7, 2020:

Section 1. That the above recitals and 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. On-premises only liquor license holders may apply for a temporary license to sell alcoholic liquor for off-premises consumption until April 7, 2020, or the earlier termination or extension of the health emergency by state officials, whichever occurs later in time.

Section 3. Sales of alcoholic liquor made pursuant to a temporary license issued in accordance with this Executive Order shall be limited as follows:

- a) Sales are limited to beer and wine only.
- b) The sale of beer and wine shall only be made in conjunction with a minimum food purchase in the amount of fifteen dollars (\$15.00), excluding any taxes and fees.
- c) The maximum amount of beer and wine sold in a single transaction shall not exceed six (6) cans or bottles of beer (up to 16 ounces each in size), and one (1) bottle of wine (up to 1.5 liter in size).
- d) Beer and wine shall remain in its unopened original package for consumption off premises, marked for "individual sale", and must be conveyed to the purchaser in a bag or container.
- e) Sales are limited to carry-out and curbside pick-up only. Delivery of beer and wine is strictly prohibited.
- f) The sale of alcoholic liquor is strictly forbidden.
- g) The delivery of beer, wine and alcohol liquor is prohibited.
- h) Licensees are not authorized to sell pre-mixed cocktails normally intended for on-premises consumption.
- i) Age verification at the time of sale for each and every sale is required.
- j) Licensee shall abide by all other off-premises sales regulations.
- k) Licensee shall execute an acknowledgement that any violation of the provisions of this Order will subject licensee to a fine and/or the revocation or suspension of any license it holds.

Section 4. A licensee seeking a temporary license under this Executive Order shall file an application with the local liquor control commissioner, in writing, signed by the applicant if an individual, or by a duly authorized agent thereof, if a partnership or corporation. An application submitted by electronic means is acceptable as well as issuance of the temporary license by the local liquor commissioner.


Section 5. Pursuant to this Executive Order, the local liquor control commissioner shall have the power to grant a temporary liquor license providing for the sale of alcoholic liquor for off-premise consumption, as herein provided.

Section 6. The Village Manager and staff shall implement this Executive Order. The Village Manager and staff are authorized and directed to revise administrative rules and procedures necessary to implement this Executive Order. Discretionary acts under this Executive Order shall be made by the Village Manager or local liquor commissioner using his best judgment.

Section 7. This Executive Order grants no vested rights and no person or entity shall have any claim to vested rights in any relief granted in this Executive Order. The local liquor commissioner shall have the unilateral right to suspend any temporary license issued under this Executive Order for any reason, with or without cause or hearing.

Section 8. This Executive Order only addresses the matters set forth above arising under the Village Code. This Executive Order does not waive or suspend compliance with any Federal, State or County law, regulation, directive or requirement.

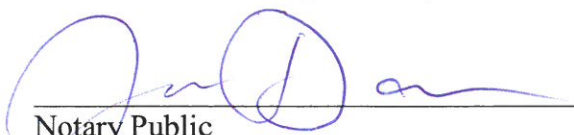
SO ORDERED this 31 day of March 2020.



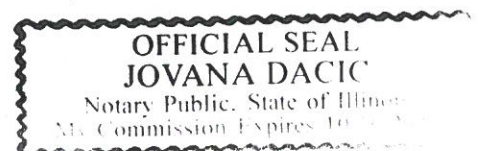
Frank DeSimone, Village President
and Local Liquor Commissioner
Village of Bensenville, Illinois

Date: March 31, 2020

Subscribed and sworn to (or affirmed) before me
by Frank DeSimone, Village President and
Local Liquor Commissioner, Village of Bensenville,
Illinois who is to me personally known on March 31, 2020.


Notary Public

(SEAL)



**APPLICATION FOR TEMPORARY LICENSE PURSUANT TO EXECUTIVE
ORDER FOR SALE OF BEER AND WINE FOR CONSUMPTION OFF-PREMISES**

Licensee: _____

Doing Business As: _____

Address of Establishment: _____

Classification of License: _____

Licensee requests the issuance of a temporary license to sell beer and wine for consumption off-premises as provided in Executive Order 2020.02. Licensee hereby agrees to abide by all laws, rules and policies established by Gubernatorial Executive Order 2020-07, the Illinois Liquor Control Act, Illinois Liquor Control Commission Rules and the Village's ordinances and policies that apply to packaged sales or "to go" sales, and acknowledges that if it is issued a temporary license the authorization to sell beer and wine for off-premises consumption shall cease on April 7, 2020 or the earlier termination or extension of the health emergency by state officials, whichever occurs later in time. Licensee further acknowledges that any violation of the provisions of Executive Order 2020.02 will subject licensee to a fine and/or the revocation or suspension of any license it holds. The undersigned affirms, covenants and agrees to abide by all conditions and requirements contained in Executive Order 2020.02 and that said representations and promises are made for the purpose of inducing the Local Liquor Control Commissioner of the Village of Bensenville to issue the temporary license hereinabove requested.

By: _____

Name: _____

Title: _____

**TEMPORARY LICENSE FOR SALE OF BEER AND WINE LIQUOR
FOR CONSUMPTION OFF-PREMISES**

Licensee is hereby granted permission to sell beer and wine for consumption off-premises pursuant to State Statutes, the Village Code of the Village of Bensenville and Executive Order 2020.02, until April 7, 2020 or the earlier termination or extension of the health emergency by state officials, whichever occurs later in time.

Approved: _____
Frank DeSimone, Village President and
Local Liquor Commissioner

EXECUTIVE ORDER NO. 2020.03

**EXECUTIVE ORDER REGARDING VILLAGE RESIDENT AND BUSINESS RELIEF
UNDER A DECLARATION OF A STATE OF EMERGENCY IN THE VILLAGE
OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS
(COVID-19 – APRIL 8, 2020)**

WHEREAS, the Village of Bensenville (the "Village") is a non-home rule unit of local government as provided by Article VII, Section 7 of the Illinois Constitution of 1970; and

WHEREAS, COVID-19, also known as the "coronavirus," is a dangerous disease which has spread around the world, including in the United States, the State of Illinois, DuPage County and Cook County; and

WHEREAS, COVID-19 is a direct and serious threat to the public's health, safety and welfare; and

WHEREAS, the Governor of the State of Illinois issued a disaster proclamation on March 9, 2020 due to the COVID-19 disease outbreak; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 disease outbreak a worldwide global pandemic; and

WHEREAS, the President of the United States of America declared a national state of emergency on March 13, 2020; and

WHEREAS, the DuPage County Board Chairman issued a disaster proclamation on March 16, 2020; and

WHEREAS, on March 20, 2020, the Governor of the State of Illinois issued Executive Order 20-10, a "Stay At Home" order, allowing only "essential businesses" to operate and limiting the movement of persons in Illinois in order to slow the spread of COVID-19, which has a significant and material impact on Village residents and businesses; and

WHEREAS, on March 24, 2020, the Village President declared a state of emergency in the Village entitled "Declaration of a State of Emergency Village of Bensenville, DuPage and Cook Counties, Illinois" (the "Declaration"); and

WHEREAS, the Declaration was made pursuant to authority granted to the Village President in Chapter Two of Title Four of the Bensenville Village Code, entitled "Emergencies," and pursuant to Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6; and

WHEREAS, on April 1, 2020, the Governor of the State of Illinois issued Executive Order 2020-18, extending the "Stay At Home" order through April 30, 2020; and

WHEREAS, the Village President has determined that it is necessary to make this Executive Order to best protect the public's health, safety and welfare during the COVID-19 pandemic; and

WHEREAS, the Village President has further determined that the relief herein provided will benefit the residents and businesses of the Village and serve to alleviate the financial impact of the COVID-19 pandemic.

NOW, THEREFORE, BE IT ORDERED, by the Village President of the Village of Bensenville, DuPage and Cook Counties, Illinois:

SECTION 1. Incorporation. That the recitals above shall be and are incorporated in this Section 1 as if restated herein.

SECTION 2. Executive Order. To help Village residents, businesses and the community at large deal with the significant repercussions of the COVID-19 pandemic it is ordered:

1. **Vehicle License Fee and Term (Vehicle Sticker).** The term of a valid vehicle license, as provided in Section 5-4-5 of the Bensenville Village Code, shall be extended from June 30, 2020 through December 31, 2020. The license fee due for the renewal of a vehicle license due by June 30, 2020 shall be extended to December 31, 2020. No late fee or penalty shall be imposed from June 30, 2020 to December 31, 2020.

2. **Dog License Fee and Term (Dog Tag).** The term of a valid license for a dog, as provided in Section 4-6-2 of the Bensenville Village Code, shall be extended from June 30, 2020 through December 31, 2020. The license fee due for the renewal of a license for a dog due by June 30, 2020 shall be extended to December 31, 2020. No late fee or penalty shall be imposed from June 30, 2020 to December 31, 2020.

3. **Implementation, Administrative Rules and Procedures.** The Village Manager and staff shall implement this Executive Order. The Village Manager and staff are authorized and directed to revise administrative rules and procedures necessary to implement this Executive Order. Discretionary acts under this Executive Order shall be made by the Village Manager using his best judgment.


4. **No Vested Rights.** This Executive Order grants no vested rights and no person or entity shall have any claim to vested rights in any relief granted in this Executive Order.

5. **Legal Effect.** This Executive Order only addresses the matters set forth above arising under the Village Code. This Executive Order does not waive or suspend compliance with any Federal, State or County law, regulation, directive or requirement.

6. **Saving Clause.** If any section, provision or clause of this Executive Order or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other section, provision or clause or application of this Executive Order, which can be given effect without the invalid section, provision or clause or application.

To achieve this purpose, the sections, provisions or clauses of this Executive Order are declared to be severable.

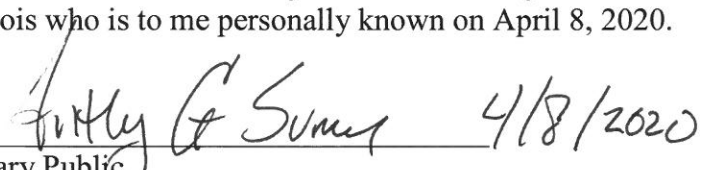
SECTION 3. Duration. That this Executive Order takes effect immediately and expires upon the earlier of (a) the termination of the Declaration, or (b) the withdrawal of this Executive Order by the Village President.



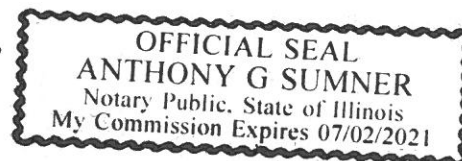
Frank DeSimone, Village President
Village of Bensenville, Illinois

Date: April 8, 2020

Subscribed and sworn to (or affirmed) before me
by Frank DeSimone, Village President, Village of Bensenville,
Illinois who is to me personally known on April 8, 2020.



Notary Public



(SEAL)

TYPE:Ordinance**SUBMITTED BY:**K. Fawell**DEPARTMENT:**CED**DATE:**04.14.20**DESCRIPTION:**

Ordinance Approving a Preliminary and Final Plat of Subdivision for York Wood Resubdivision at 201 S. York Road

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

1. The property was granted a Planned Unit Development (PUD) on October 25, 2015. Ordinance No. 47-2015.
2. The PUD was needed in order for the Applicant to construct a five townhouses on the property.
3. Construction is nearing completion, the Resubdivision will facilitate private ownership of individual homes.

KEY ISSUES:

1. The Petitioner would like to subdivide the property at 201 S. York Road, into five (5) single unit parcels with accompanying garages and one (1) common parcel.

ALTERNATIVES:

1. Discretion of the Board.

RECOMMENDATION:

1. Staff respectfully recommends that the Preliminary and Final Plat of Subdivision be approved.
2. At the Public Meeting on April 7, 2020, the Community Development Commission voted unanimously (5-0) to recommend approval of the Request.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of the Ordinance Approving a Preliminary and Final Plat of Subdivision for York Wood Resubdivision at 201 S. York Road.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Ordinance	4/9/2020	Ordinance
Plat of Subdivision	4/8/2020	Backup Material

ORDINANCE # _____

**AN ORDINANCE GRANTING APPROVAL OF
A PRELIMINARY AND FINAL PLAT OF SUBDIVISION
FOR YORK WOOD RESUBDIVISION
AT 201 S. YORK ROAD, BENSENVILLE, ILLINOIS**

WHEREAS, Becovic Holding Company (“Owner”) and (“Applicant”) filed an application for Preliminary and Final Plat of Subdivision, Municipal Code Section 11 – 3 of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”) for the property located at 201 S. York Road Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, the Community Development Commission of the Village of Bensenville conducted a Public Meeting on April 7, 2020 as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, after hearing the application, the Community Development Commission voted unanimously (5-0) to recommend approval of the request and forwarded its recommendations to the President and Board of Village Trustees; and

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

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

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

SECTION TWO: That the Recommendation to approve the Plat of Resubdivision sought, as allowed by the Zoning Ordinance, Section 11 – 3 as adopted by the Community Development Commission as shown in Exhibit “B” is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said Resubdivision is proper and necessary.

SECTION THREE: That the Plat of Resubdivision as sought by the Applicant and Owner of the Subject Property is hereby approved.

SECTION FOUR: That all requirements of the Zoning Ordinance shall be applicable except as allowed by the Resubdivision approved herein.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 14h day of April 2020.

Frank DeSimone, Village President

ATTEST:

_____,
Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # ____ - 2020
Exhibit “A”

The Legal Description is as follows:

LOT 1 IN B.L. FRANZE’S SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 1921 AS DOCUMENT 148922, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS 201 S. YORK ROAD IN BENSENVILLE, IL 60106.

Ordinance # ____ - 2020
Exhibit “B”
Findings of Fact

FINAL PLAT OF SUBDIVISION

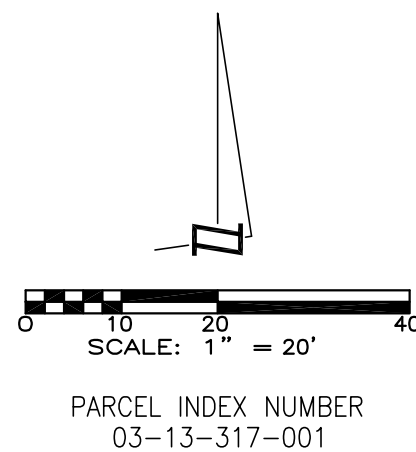
YORK WOOD RESUBDIVISION

OF

PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.

PROFESSIONAL LAND SURVEYING, INC.

3080 OGDEN AVENUE SUITE 307
LISLE, ILLINOIS 60532
PHONE: 630-778-1757
PROF. DESIGN FIRM # 184-004196
E-MAIL: info@plsisle.com



COMMUNITY DEVELOPMENT DEPARTMENT CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)
APPROVED THIS _____ DAY OF _____, A.D., 20____.
VILLAGE OF BENSENVILLE COMMUNITY DEVELOPMENT DEPARTMENT.

BY: _____
DIRECTOR OF COMMUNITY DEVELOPMENT

COMMUNITY DEVELOPMENT COMMISSION CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)
APPROVED THIS _____ DAY OF _____, A.D., 20____.
VILLAGE OF BENSENVILLE COMMUNITY DEVELOPMENT COMMISSION.

BY: _____
CHAIRMAN OF DEVELOPMENT COMMISSION

VILLAGE PRESIDENT CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)
APPROVED AND ACCEPTED THIS _____ DAY OF _____, A.D., 20____.
BY THE PRESIDENT OF THE VILLAGE OF BENSENVILLE, ILLINOIS.

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

VILLAGE TREASURER CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DU PAGE)
I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED AGAINST THE TRACT, INCLUDED IN THE PLAT.
DATED AT BENSENVILLE, ILLINOIS THIS _____ DAY OF _____, 20____.

VILLAGE TREASURER

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

AND
AS THE OWNERS, HEREBY CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE THE ABOVE DESCRIBED PROPERTY IS LOCATED IN BENSENVILLE K-8 SCHOOL DISTRICT 2 AND HIGH SCHOOL DISTRICT 100.

DATED THIS _____ DAY OF _____, A.D., 20____.

BY: _____
OWNERS

SURVEYOR'S NOTES

IRON PIPES OR SURVEYOR'S NAIL ARE SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.

ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

ALL EASEMENTS ARE HERETOFORE GRANTED UNLESS OTHERWISE NOTED.

ALL EASEMENTS DEPICTED ON THE PLAT MAP ARE FOR PUBLIC UTILITIES UNLESS OTHERWISE NOTED.

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED COORDINATE SYSTEM AND ARE INTENDED ONLY TO SHOW THE ANGULAR RELATIONSHIP BETWEEN LINES.

AREA OF SURVEY

CONTAINING 16,552± SQ. FT. = 0.380 ACRES

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT I, JEFFREY R. PANKOW, ILLINOIS PROFESSIONAL LAND SURVEYOR #3483 HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY AS SHOWN BY THIS PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION; ALL DIMENSIONS ARE IN FEET OR DECIMALS THEREOF:

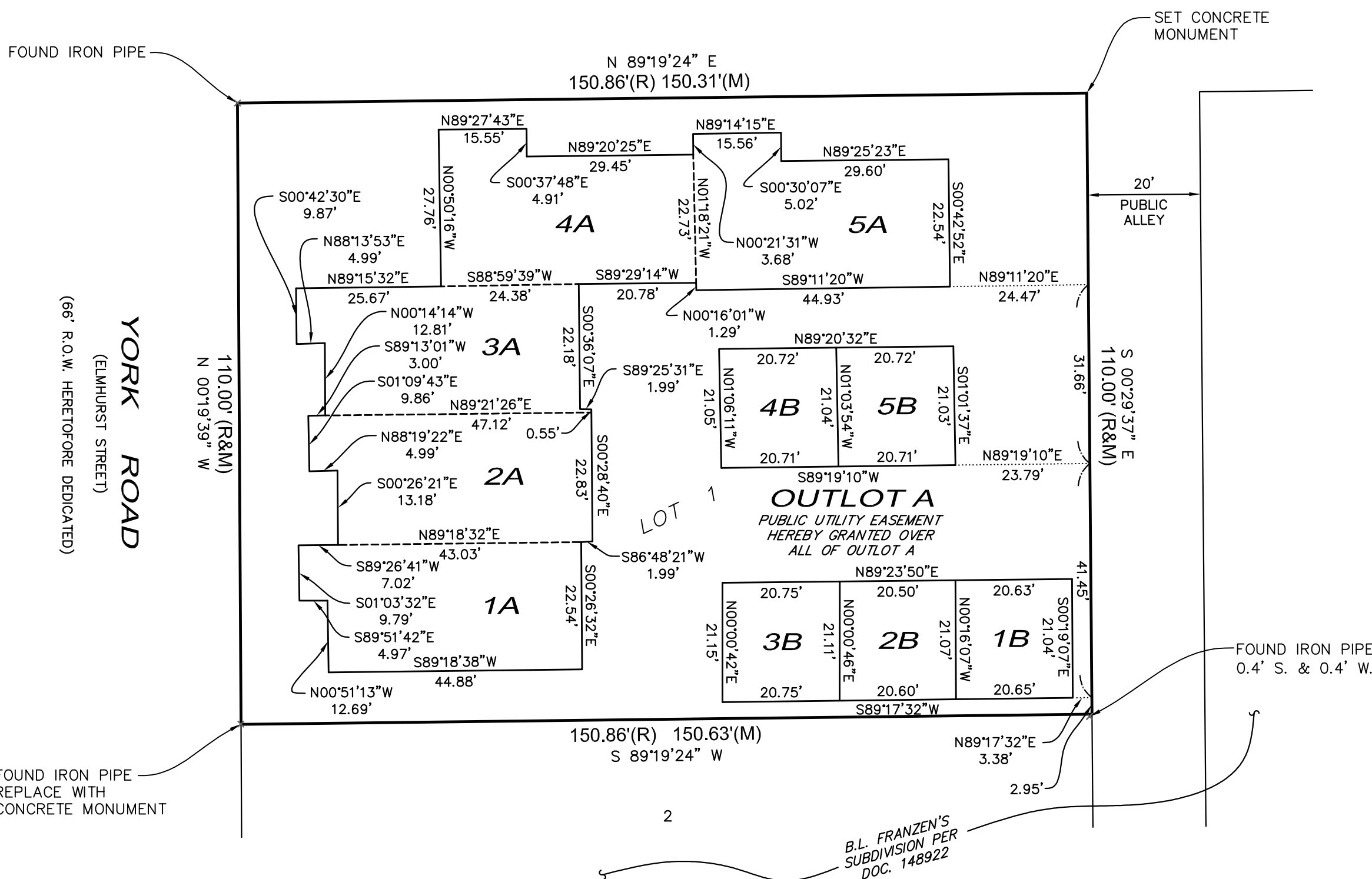
LOT 1 IN B.L. FRANZEN'S SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 1921 AS DOCUMENT 148922, IN DUPAGE COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, A.D., 20____.

ILLINOIS PROFESSIONAL LAND SURVEYOR #3483
LICENSE EXPIRATION/RENEWAL DATE: NOVEMBER 30, 2020



PREPARED FOR: GRAND CONSTRUCTION
ADDRESS: 201 S. YORK ROAD, BENSENVILLE, ILLINOIS
BOOK & PG: 188/78 DATE: 10/21/2019 JOB NO: 1510441
DRAWN BY: SMR CHECK BY: _____
REVISED: _____

WOOD STREET
(60' R.O.W. HERETOFORE DEDICATED)

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

AND
HEREBY CERTIFIES THAT THEY ARE THE OWNERS OF THE ABOVE DESCRIBED PROPERTY AND HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE PLAT HEREON DRAWN.

DATED THIS _____ DAY OF _____, A.D., 20____.

OWNER: _____ PRINTED NAME: _____

OWNER: _____ PRINTED NAME: _____

OF: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DU PAGE)

I HEREBY CERTIFY THAT THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE ARE KNOWN TO ME AS SUCH OWNERS.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D., 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

DU PAGE COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DU PAGE)

I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THIS PLAT.

I, FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THIS PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS,

THIS _____ DAY OF _____, A.D., 20____.

COUNTY CLERK

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DU PAGE)

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS,

ON THE _____ DAY OF _____, A.D., 20____.

AT _____ O'CLOCK ____ M. AS DOCUMENT NUMBER _____.

RECORDER OF DEEDS

DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DU PAGE)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS AND PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION. FURTHER, AS ENGINEER, I HEREBY CERTIFY THAT THE PROPERTY WHICH IS THE SUBJECT OF THIS SUBDIVISION OR ANY PART THEREOF IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

DATED THIS _____ DAY OF _____, A.D., 20____.

ILLINOIS REGISTERED
PROFESSIONAL ENGINEER

STATE REGISTRATION NUMBER

REGISTRATION EXPIRATION DATE

PROPERTY OWNER'S SIGNATURES

BY: _____ BY: _____
OWNER OR ATTORNEY OWNER OR ATTORNEY

PRINT NAME PRINT NAME

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO:

COMMONWEALTH EDISON COMPANY
AND
AT&T TELEHOLDINGS INCORPORATED, ILLINOIS A.K.A. ILLINOIS BELL TELEPHONE COMPANY, GRANTEEES.

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES, OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2, AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING" AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS", AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

TYPE:Ordinance**SUBMITTED BY:**K. Fawell**DEPARTMENT:**CED**DATE:**04.14.20**DESCRIPTION:**

Ordinance Approving a Preliminary and Final Plat of Subdivision for Sexton Property Resubdivision at the Northwest Corner of Grand Avenue and County Line Road

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

1. The Bo Jackson Elite Sports Dome is currently under construction on the site.
2. The Resubdivision will segregate the dome from other future uses on the property.

KEY ISSUES:

1. The Resubdivision will create necessary stormwater and utility easements for the dome.
2. The Plat of Resubdivision is in compliance with the Village's Subdivision Regulations.

ALTERNATIVES:

1. Discretion of the Board.

RECOMMENDATION:

1. Staff respectfully recommends the Approval of the Preliminary and Final Plat of Subdivision for the above cited property.
2. At the Public Meeting on April 7, 2020, the Community Development Commission voted unanimously (5-0) to recommend the Approval of the request.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of the Ordinance Approving a Preliminary and Final Plat of Subdivision for Sexton Property Resubdivision at the Northwest Corner of Grand Avenue and County Line Road.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Ordinance	4/9/2020	Ordinance
Plat of Subdivision	4/8/2020	Backup Material

ORDINANCE # _____

**AN ORDINANCE GRANTING APPROVAL OF
A PRELIMINARY AND FINAL PLAT OF SUBDIVISION
FOR SEXTON PROPERTY RESUBDIVISION AT
GRAND AVENUE AND COUNTY LINE ROAD, BENSENVILLE, ILLINOIS**

WHEREAS, Grand County, LLC (“Owner”) and (“Applicant”) filed an application for Preliminary and Final Plat of Subdivision, Municipal Code Section 11 – 3 of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”) for the property located at the northwest corner of Grand Avenue and County Line Road, P.I.N 03-25-200-008, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, the Community Development Commission of the Village of Bensenville conducted a Public Meeting on April 7, 2020 as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, after hearing the application, the Community Development Commission voted unanimously (5-0) to recommend approval of the request and forwarded its recommendations to the President and Board of Village Trustees; and

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

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

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

SECTION TWO: That the Recommendation to approve the Plat of Resubdivision sought, as allowed by the Zoning Ordinance, Section 11 – 3 as adopted by the Community Development Commission as shown in Exhibit “B” is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said Resubdivision is proper and necessary.

SECTION THREE: That the Resubdivision as sought by the Applicant and Owner of the Subject Property is hereby approved.

SECTION FOUR: That all requirements of the Zoning Ordinance shall be applicable except as allowed by the Resubdivision approved herein.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 14h day of April 2020.

Frank DeSimone, Village President

ATTEST:

_____,
Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # ____ - 2020
Exhibit "A"

The Legal Description is as follows:

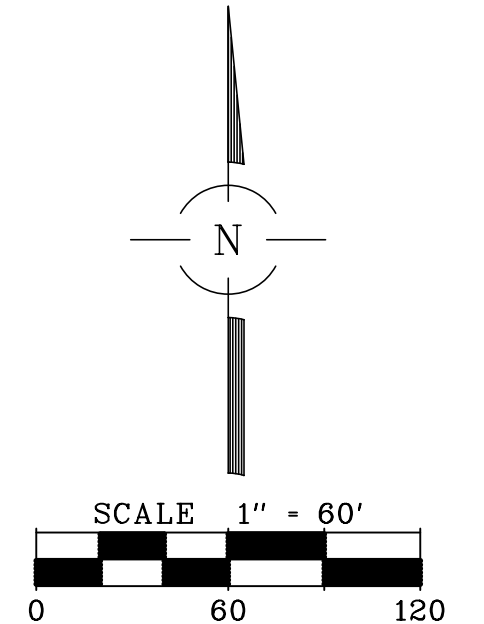
LOT 6 (EXCEPT THAT PART THEREOF LYING WITHIN RIPARIAN CONSERVATION EASEMENT SHOWN ON THE PLAT OF SEXTON PROPERTY REDEVELOPMENT AND ALSO THAT PART THEREOF LYING EAST OF THE RIPARIAN CONSERVATION EASEMENT AND SOUTH OF A LINE DESCRIBED BY BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 6 WHICH IS 943.30 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT, AS MEASURED ALONG THE WEST LINE THEREOF; THENCE SOUTH 88 DEGREES 14 MINUTES 16 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 2, 899.18 FEET; THENCE NORTH 01 DEGREES 45 MINUTES 44 SECONDS EAST, 50.00 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES 16 SECONDS EAST, 56.37 FEET TO THE WEST LINE OF THE RIPARIAN CONSERVATION EASEMENT AND THE TERMINATION OF SAID LINE), ALL IN SEXTON PROPERTY REDEVELOPMENT, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 2017 AS DOCUMENT R2017-049227, IN DUPAGE COUNTY, ILLINOIS.

Ordinance # ____ - 2020
Exhibit “B”
Findings of Fact

SEXTON PROPERTY RESUBDIVISION

BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

P.I.N.: 03-25-200-008-0000



BASIS OF BEARINGS:
TRUE NORTH BASED ON GEODETIC
OBSERVATION IL EAST ZONE

IR = IRON ROD
IP = IRON PIPE
(M) = MEASURED
(R) = RECORD

THIS PLAT HAS BEEN
SUBMITTED FOR RECORDING BY
AND RETURN TO:

VILLAGE CLERK
VILLAGE OF BENSENVILLE
12 SOUTH CENTER STREET
BENSENVILLE, ILLINOIS 60106

SURVEYOR'S DESIGNATION OF RECORDING

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, TIMOTHY W. BURCH, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS HEREBY DESIGNATE A REPRESENTATIVE OF THE VILLAGE OF BENSENVILLE TO RECORD THIS SUBDIVISION PLAT WITH THE DUPAGE COUNTY RECORDER OF DEEDS. THIS DESIGNATION IS GRANTED UNDER THE RIGHT TO DESIGNATE SUCH RECORDING UNDER CHAPTER 109, SECTION 2 OF THE ILLINOIS REVISED STATUTES, AS A CONDITION OF THIS GRANT, SAID DESIGNEE IS HEREBY REQUIRED TO PROVIDE THIS SURVEYOR, A CERTIFIED COPY OF SAID PLAT, IMMEDIATELY UPON RECORDING OF SAME. RECEIPT OF SAID CERTIFIED COPY WILL SERVE AS NOTICE TO THE SURVEYOR THAT PLAT HEREON DRAWN HAS BEEN RECORDED.

DATED THIS ____ DAY OF _____, 2018

TIMOTHY W. BURCH, I.P.L.S., No. 035-3235
LICENSE EXPIRES: 11-30-2018

STATE OF ILLINOIS)
COUNTY OF COOK) SS

WE DECLARE THAT THE ABOVE DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED BY SPACECO, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184-00157, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

SAID PROPERTY CONTAINS 870,478 SQUARE FEET OR 19.983 ACRES, MORE OR LESS.

WE FURTHER DECLARE THAT THE LAND IS WITHIN THE VILLAGE OF BENSENVILLE WHICH HAS ADOPTED A CITY COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

WE FURTHER DECLARE, BASED UPON A REVIEW OF THE FLOOD INSURANCE RATE MAP (F.I.R.M.) COMMUNITY PANEL/MAP NUMBER 17043C0309H WITH EFFECTIVE DATE OF DECEMBER 16, 2004, IT IS OUR CONSIDERED OPINION THAT THIS PROPERTY LIES WITHIN "ZONE X" (UNSHADED), "ZONE X" (SHADED), "ZONE AE" AND "FLOODWAY AREAS IN ZONE AE" AS IDENTIFIED BY SAID F.I.R.M. MAP.

WE FURTHER DECLARE THAT STEEL REINFORCING RODS (UNLESS OTHERWISE NOTED) WILL BE SET AT ALL LOT CORNERS.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY, AS APPLICABLE TO PLATS OF SUBDIVISION.

GIVEN UNDER OUR HAND AND SEAL THIS ____ DAY OF _____, 2018
IN ROSEMONT, ILLINOIS.

TIMOTHY W. BURCH, I.P.L.S., No. 035-3235
LICENSE EXPIRES: 11-30-2018
(VALID ONLY IF EMBOSSED SEAL AFFIXED)

PREPARED FOR:
GO 2 LOGISTICS
165 W. LAKE STREET
NORTHLAKE, IL 60164

FOR REVIEW
PURPOSES ONLY

REVISIONS: 10/03/2018 11/02/2018		CONSULTING ENGINEERS	DATE: 08/01/2018
		SITE DEVELOPMENT ENGINEERS	JOB NO: 5472.06
		LAND SURVEYORS	FILENAME: 5472.06SUB-01
			SHEET 1 OF 2

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

SEXTON PROPERTY RESUBDIVISION

P.I.N.:
03-25-200-008-0000

BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF
SECTION 25, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LEGAL OWNER OF THE LAND DESCRIBED
ON THE ATTACHED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS
INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED THIS ____ DAY OF _____, A.D. 20____.

SIGNED: _____

PRINTED NAME AND TITLE

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) SS

I HEREBY CERTIFY THAT THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING
CERTIFICATE BE KNOWN TO ME AS SUCH OWNERS..

GIVEN UNDER MY HAND AND NOTORIAL SEAL

THIS ____ DAY OF _____, A.D. 20____.

NOTARY PUBLIC

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) SS

PURSUANT TO THE PLAT ACT, SECTION 1005 (765 ILCS 205/10005 NEW) TO THE BEST OF THE
OWNERS KNOWLEDGE, THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF SCHOOL DISTRICTS:
COMMUNITY UNIT SCHOOL DISTRICT 205 AND COLLEGE OF DUPAGE DISTRICT 502.

DATED THIS ____ DAY OF _____, A.D. 20____.

SIGNED: _____

PRINTED NAME AND TITLE

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) SS

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT
BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT
IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISION HAS BEEN MADE
FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS
WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT
BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS
MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE
SUBDIVISION.

DATED THIS ____ DAY OF _____, A.D. 20____.

OWNER(S) OR DULY AUTHORIZED ATTORNEY

REGISTERED PROFESSIONAL ENGINEER, LICENSE NO.

LICENSE EXPIRES:

EASEMENT PROVISIONS

An easement for serving the subdivision and other property with electric
and communication service is hereby reserved for and granted to

Commonwealth Edison Company, Nicor Gas,
and SBC Telephone Company, Grantees,

their respective licensees, successors and assigns jointly and severally, to
construct, operate, repair, maintain, modify, reconstruct, replace, supplement,
relocate and remove, from time to time, poles, guys, anchors, wires, cables,
conduits, manholes, transformers, pedestals, equipment cabinets or other
facilities used in connection with overhead and underground transmission and
distribution of electricity, communications, sounds and signals in, over, under,
across, along and upon the surface of the property shown within the dashed or
dotted lines (or similar designation) on the plat and marked "Easement", "Utility
Easement", "Public Utility Easement", "PULE" (or similar designation), the property
designated in the Declaration of Condominium and/or on this plat as "Common
Elements", and the property designated on the plat as "common area or areas",
and the property designated on the plat for streets and alleys, whether public
or private, together with the rights to install required service connections
over or under the surface of each lot and common area or areas to serve
improvements thereon, or on adjacent lots, and common area or areas, the
right to cut, trim or remove trees, bushes, roots and saplings and to clear
obstructions from the surface and subsurface as may be reasonably required
incident to the rights herein given, and the right to enter upon the subdivided
property for all such purposes. Obstructions shall not be placed over
"grantee's" facilities or in, upon or over the property within the dashed or
dotted lines (or similar designation) marked "Easement", "Utility Easement", "Public
Utility Easement", "PULE" (or similar designation) without the prior written
consent of Grantees. After installation of any such facilities, the grade of
the subdivided property shall not be altered in a manner so as to interfere
with the proper operation and maintenance thereof.

The term "Common Elements" shall have the meaning set forth for such term in
the "Condominium Property Act", Chapter 765 ILCS 605/2(c), as amended from time
to time.

The term "common area or areas" is defined as a lot, parcel or area of real
property, the beneficial use and enjoyment of which is reserved in whole or as
an appurtenance to the separately owned lots, parcels or areas within the
planned development, even though such be otherwise designated on the plat by
terms such as "outlots", "common elements", "open space", "open area", "common
ground", "parking" and "common area". The term "common area or areas", and
"Common Elements" include real property surfaced with interior driveways and
walkways, but excludes real property physically occupied by a building, Service
Business District or structures such as a pool, retention pond or mechanical
equipment.

Relocation of facilities will be done by Grantees at cost of the Grantor/Lot
Owner, upon written request.

ACCESS EASEMENT PROVISIONS:

TO BE PROVIDED

PROPERTY DESCRIPTION:

LOT 6 (EXCEPT THAT PART THEREOF LYING WITHIN RIPARIAN CONSERVATION EASEMENT SHOWN
ON THE PLAT OF SEXTON PROPERTY REDEVELOPMENT AND ALSO THAT PART THEREOF LYING
EAST OF THE RIPARIAN CONSERVATION EASEMENT AND SOUTH OF A LINE DESCRIBED BY
BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 6 WHICH IS 943.30 FEET SOUTH OF
THE NORTHWEST CORNER OF SAID LOT 1, AS MEASURED ALONG THE WEST LINE THEREOF THENCE
SOUTH 88 DEGREES 14 MINUTES 16 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID
LOT 2, 899.18 FEET; THENCE NORTH 01 DEGREES 45 MINUTES 44 SECONDS EAST, 50.00 FEET;
THENCE SOUTH 88 DEGREES 14 MINUTES 16 SECONDS EAST, 56.37 FEET TO THE WEST LINE OF
THE RIPARIAN CONSERVATION EASEMENT AND THE TERMINATION OF SAID LINE), ALL IN SEXTON
PROPERTY REDEVELOPMENT, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF
SECTION 25, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 2017 AS DOCUMENT R2017-049227, IN
DUPAGE COUNTY, ILLINOIS.

VILLAGE TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF BENSENVILLE, DUPAGE COUNTY,
ILLINOIS.

DATED THIS ____ DAY OF _____, 20____.

VILLAGE PRESIDENT _____

VILLAGE CLERK

COMMUNITY DEVELOPMENT COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

VILLAGE CLERK

APPROVED BY THE VILLAGE OF BENSENVILLE COMMUNITY DEVELOPMENT COMMISSION, AT A
MEETING HELD

THE ____ DAY OF _____, 20____.

By:

CHAIRMAN

ATTEST:

SECRETARY _____

COMMUNITY DEVELOPMENT DEPARTMENT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

I, _____, DIRECTOR OF THE VILLAGE OF BENSENVILLE DEPARTMENT
OF COMMUNITY DEVELOPMENT, HEREBY APPROVE THIS PLAT OF SUBDIVISION IN ACCORDANCE
WITH THE AUTHORITY VESTED IN ME BY THE SUBDIVISION CONTROL REGULATIONS OF THE
VILLAGE OF BENSENVILLE.

DATED THIS ____ DAY OF _____, 20____.

DIRECTOR _____

VILLAGE TREASURER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

APPROVED BY THE TREASURER OF THE VILLAGE OF BENSENVILLE, DUPAGE COUNTY, ILLINOIS

DATED THIS ____ DAY OF _____, 20____.

By:

VILLAGE TREASURER

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO
HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT
TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE
LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL
STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT, GIVEN UNDER MY HAND AND
SEAL OF THE COUNTY CLERK AT WHEATON, ILLINOIS.

THIS ____ DAY OF _____, A.D. 20____.

COUNTY CLERK _____

PUBLIC UTILITY EASEMENT PROVISIONS:

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF BENSENVILLE,
ILLINOIS AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE
VILLAGE OF BENSENVILLE, INCLUDING, BUT NOT LIMITED TO, AMERITECH, NORTHERN ILLINOIS
GAS COMPANY, COMMONWEALTH EDISON AND THEIR SUCCESSORS AND ASSIGNS, OVER ALL OF
THE AREAS MARKED "PUBLIC UTILITY EASEMENT" ON THE PLAT FOR THE PERPETUAL RIGHT,
PRIVILEGE AND AUTHORITY TO SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN
AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, COMMUNITY
ANTENNA TELEVISION SYSTEMS AND INCLUDING STORM AND/OR SANITARY SEWERS, TOGETHER
WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND
OTHER STRUCTURES AND APPURTENANCES AS BE DEEMED NECESSARY BY SAID VILLAGE, OVER,
UPON, UNDER AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH RIGHT OF ACCESS
ACROSS THE GRANTORS PROPERTY FOR NECESSARY PEOPLE AND EQUIPMENT TO DO ANY OF THE
FOREGOING OF THE VILLAGE OF BENSENVILLE.

THE RIGHT IS ALSO GRANTED TO TRIM AND REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON
THE EASEMENTS THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES.
NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED
FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER
INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE AN EASEMENT IS USED BOTH FOR
SEWERS AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE
ORDINANCES OF THE VILLAGE OF BENSENVILLE.

ALL CONSTRUCTION BY ANY ENTITY WITHIN THE EASEMENTS HEREBY GRANTED SHALL BE
PERFORMED IN ACCORDANCE WITH THE VARIOUS REQUIREMENTS OF THE ORDINANCES AND
REGULATIONS OF THE VILLAGE OF BENSENVILLE.

THE ABOVE NOTWITHSTANDING, THE VILLAGE OF BENSENVILLE, OR ITS DESIGNEES, SHALL, UPON
COMPLETION OF ANY WORK AUTHORIZED BY THIS GRANT, RESTORE THE TEMPORARY AND
PERMANENT EASEMENT PREMISES TO THE SAME SURFACE CONDITION THAT EXISTED PRIOR TO
BEGINNING OF THE WORK.

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF BENSENVILLE, AND
OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND SUBDIVIDED HEREBY,
OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS AND THE PERFORMANCE OF
MUNICIPAL AND OTHER GOVERNMENTAL SERVICES, INCLUDING WATER, STORM AND SANITARY
SEWER SERVICE AND MAINTENANCE.

REVISIONS:
10/03/18
11/02/18



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

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

DATE: 08/01/2018
JOB NO: 5472.06
FILENAME: 5472.06SUB-01
SHEET 2 OF 2

FOR REVIEW
PURPOSES ONLY

PREPARED FOR:
GO 2 LOGISTICS
165 W. LAKE STREET
NORTHLAKE, IL 60164

TYPE:Informational**SUBMITTED BY:**J McManus**DEPARTMENT:**Finance**DATE:**April 14, 2020**DESCRIPTION:**2020 Financial Outlook with COVID-19 Impact**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

COMMITTEE ACTION:

Not Applicable

DATE:

Not Applicable

BACKGROUND:

A Financial presentation will be made to the Board showing estimated financial impacts that may result from the potential loss of revenue from a possible economic downturn caused by the COVID-19 pandemic. The presentation will also focus on management's approach and planning for these potential circumstances.

KEY ISSUES:

- Major Reserves will be reviewed.
- A forecast of revenue loss will be presented for several funds, including the General Fund.
- Management will discuss cost-saving measures already taken and planned for the future to respond to the forecast and ensure Village services are protected.

ALTERNATIVES:

Not Applicable

RECOMMENDATION:

Not Applicable

BUDGET IMPACT:

Not Applicable

ACTION REQUIRED:

Not Applicable

ATTACHMENTS:**Description**

Presentation on Financial Preparedness

Upload Date

4/14/2020

Type

Cover Memo



Financial Preparedness in the Face of COVID-19

Village of Bensenville

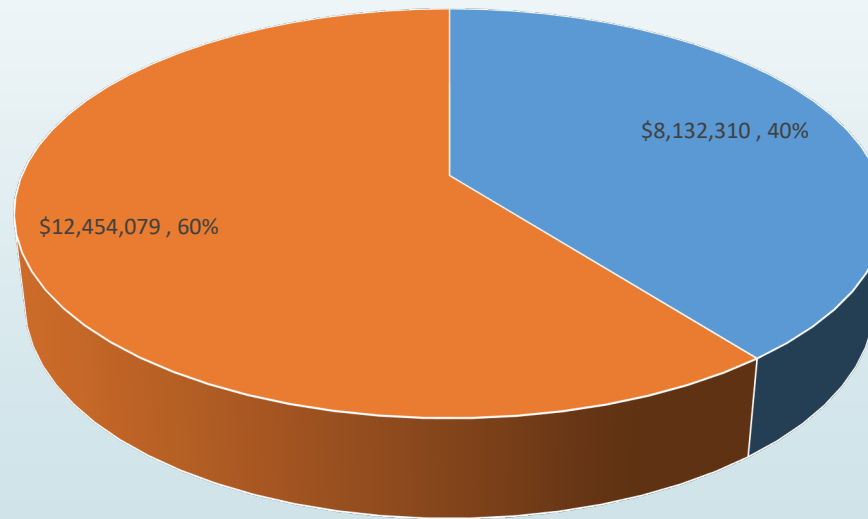
April 14, 2020

Operating Fund Estimated Reserves January 1, 2020

	Estimated Unallocated Reserve	Reserve Requirement Per Policy	Actual Reserve % Based on 2020 Budget
General Fund	\$11,775,208	25% of Expenditures	57%
Utility Fund	\$8,466,206	25% of Expenses	336%

GF Revenue Outlook

Dependability of GF Revenue Sources



■ Property Tax, Utility Taxes & Grants - Relatively Stable

■ Other Taxes, Fines, Permits, Recreation - At Risk

Relatively Stable GF Revenue Sources in Short-Term

- Show estimated loss of 10% of Revenue for These Revenue Sources
 - Property Tax – Valuation/Collection Issues Tend to Take Longer to Appear
 - Utility Taxes – Usage of Utilities Less Volatile with Economy
- Grants – Limited Grants at Non-Capital Level
 - Mostly PD and Expected to Continue (Vests)

At Risk Revenue Sources in Short-Term

- ▶ Likely Revenue Sources that will be negatively Impacted by Negative Turn of Economy that Cannot Be Pre-Determined
 - ▶ Sales Tax
 - ▶ Income Tax
 - ▶ Hotel/Motel Tax
 - ▶ Amusement Tax
 - ▶ Red-light Fines
 - ▶ Other Police Fines
 - ▶ Community Development Permits & Fees

At Risk Revenue Analysis

% Revenue Loss for At Risk	Dollar Loss of Revenue	GF Revenue Total
0%	(\$0)	\$20,655,225
10%	(\$2,283,623)	\$18,371,602
25%	(\$3,704,582)	\$16,950,643
35%	(\$4,569,888)	\$16,085,337
45%	(\$5,435,194)	\$15,220,031

Identified Expenditure Reductions – Quick Hits

- Original Expenditure Level for GF \$20,652,440
- Already Applied Savings of \$1.1M, as Follows:
 - Repairs & Maintenance To Be Deferred
 - Non-Essential Training
 - Expenditure Items Dependent Upon Revenues (e.g., Economic Incentives)

2020 General Fund Projections

Original Budget

Revenues	\$20,655,225
Expenditures	(\$20,652,440)
Net Surplus / (Use) of Reserves	\$2,785

Budget With 35% Loss of At Risk Revenue

Revenues	\$16,085,337
Expenditures	(\$19,536,600)
Net Surplus / (Use) of Reserves	(\$3,451,263)

2020 Utility Fund Revenues

- Revenues for Operations in 2020 Budget are \$12,255,900
- Considered Relatively Stable Revenue Source
 - Since Water and Sewer Services are essential to Customers, Smaller Fluctuation is Expected to Result
 - Water Usage May Decrease Some due to Potential Open Commercial Facilities and Residential Housing Stock if Market Stagnates
 - Water Usage may decrease for Residential Users self-Restricting Use to Lower Household Bills
 - Revenues May Decline Due to Collectability Issues in Period of Global Unemployment
- Management Target Level of Revenue Loss for Planning is 10%, or \$1,225,590 Loss of Revenue

2020 Utility Fund Projections

Original Budget

Revenues	\$12,255,900
Operating / Debt Expenditures	<u>(\$10,072,822)</u>
Net Operating Surplus	\$2,183,078
Capital Expenditures	<u>(\$5,708,692)</u>
Net Surplus / (Deficit)	<u>(\$3,525,614)</u>

Budget With 10% Loss of At Risk Revenue

Revenues	\$11,030,310
Operating / Debt Expenditures	<u>(\$9,647,772)</u>
Net Operating Surplus	\$1,382,538
Capital Expenditures	<u>(\$5,218,954)</u>
Net Surplus / (Deficit)	<u>(\$3,836,416)</u>

2020 Projected Outlook at Target Loss Levels

	General Fund (35% Loss)	Utility Fund (10% Loss)
Jan 1 Unallocated Reserve	\$11,775,208	\$8,466,206
2020 Net Surplus / (Use)	<u>(\$3,451,263)</u>	<u>(\$3,836,416)</u>
Dec 31 Estimated Unallocated reserve	\$8,323,945	\$4,629,790
Less 25% Policy Reserve	<u>\$4,933,150</u>	<u>\$2,411,943</u>
Excess Reserve	<u>\$3,390,795</u>	<u>\$2,217,847</u>

Moving Forward – Operating Funds

- Reduce Expenditures for 4 – 5 Years to Brace for Impact of Loss Revenues
 - Target Excess Reserve (GF \$3,390,795, UT \$2,217,847) to Absorb First 3 Years of Net Expenditures
 - Target Policy 25% Reserve for 2 – 3 Years Thereafter
- Monitor Major Revenues Sources to Substantiate “Real” Level of Revenue Loss
- Identify All Opportunities for Reduction of Expenses Consistent with Conservative Mid-Term Expectation of Revenue Loss
 - Curb Overreaction Through Good Planning
- Balance:
 - Services to Residents – Core Services Not Expendable
 - Staffing Levels and Employee Retention
 - Maintain Security Through Future Reserves

Estimated Capital Reserves January 1, 2020 for Capital Funds

	Estimated Unallocated Reserve	Reserve Requirement Per Policy	Actual Reserve % Based on 2020 Budget
Capital Improvement / Fleet	\$5,400,000	50% of Annual Revenues	274.8%
Motor Fuel Tax	\$1,574,150	50% of Annual Revenues	457.8%

2020 Projected Outlook at Target Loss Levels – Capital Funds

	CIP (35% Loss)	MFT (35% Loss)
Jan 1 Unallocated Reserve	\$5,400,000	\$1,574,150
2020 Net Surplus / (Use)	<u>(\$3,644,140)</u>	<u>(\$134,044)</u>
Dec 31 Estimated Unallocated Reserve	\$1,755,860	\$1,440,106
Less 50% Policy Reserve	<u>\$1,347,250</u>	<u>\$215,978</u>
Excess Reserve	<u>\$408,610</u>	<u>\$1,224,128</u>
Repetitive Annual Revenues	<u>\$2,694,500</u>	<u>\$431,956</u>

Moving Forward – Capital Funds

- Evaluate Need for Essential Projects to Move Forward – Delay Remaining
- Pursue All Opportunities for Shared Funding from Federal and State Sources As Programs Develop
- Allocate Debt Service Issued for Infrastructure Improvements Back to CIP Fund from General Fund (Up To \$1.5M Annually)
- Continue to Fund TIF Shortages from CIP Funding

Questions

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**April 14, 2020**DESCRIPTION:**

Resolution Authorizing the Execution of an Intergovernmental Agreement (IGA) with the Illinois State Toll Highway Authority (ISTHA) for the Construction of the Elgin O'Hare Western Access (EOWA) Contract I-17-4683 (E03)

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

Illinois State Toll Highway Authority (ISTHA) is constructing improvements as it relates to the Elgin O'Hare Western Access (EOWA). The EOWA construction improvements extend the existing Elgin O'Hare expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to O'Hare International Airport (ORD) (to be known entirely as Illinois Route 390), and construct the Western Access connecting the Jane Adams Memorial Tollway (I-90) with the Tri-State Tollway (I-294). These improvements will be constructed under various different construction contracts over the next decade.

Some of these construction contracts will occur within the Village limits and have impacts on Village owned facilities such as right-of-way, underground utilities, roadway, etc. ISTHA will construct all the improvements that are impacted by the EOWA construction. One of the contracts within the Village limits is ISTHA Contract I-17-4683

KEY ISSUES:

The scope of work for ISTHA Contract I-17-4683 consists of construction of mainline I-390 from IL-83 to Thomas Dr plus some ramp work leading up to the bridges proposed as part of I-16-4669 contract. There will also be work done along Supreme Dr between the North and South Frontage Rd as well as bridges over Supreme Dr and existing Chicago terminal Railroad tracks crossing the Frontage Rd.

There are two entities involved with various responsibilities. An Intergovernmental Agreement is the most cooperative and appropriate document among all parties involved to clearly identify such responsibilities. This will be one of the many IGAs the Village will be entering into as the improvements are being constructed. Staff has worked with the firm of HR Green (Village's reviewer), Village attorney's office and ISTHA to finalize the language of the IGA. The agreement has been approved by all parties. The Village attorney provided their concurrence of approval via email on April 2, 2020.

Items of note in the IGA include:

V.C. - It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE for the VILLAGE's IMPROVEMENTS is \$118,162.00 for construction costs, \$3,919.55 (5% of construction costs as described in Section V.B.) for preliminary and design engineering, and \$11,816.20 (10% of construction costs) for construction engineering, for a total estimated cost of \$133,897.75. The estimated construction costs to the VILLAGE are further detailed below:

1. Ashlar formliner pattern and stain on the Illinois Route 390 bridge parapets over CTM Railroad - \$9,973.00
2. Ashlar formliner pattern and stain on the Illinois Route 390 bridge parapets over Supreme Drive - \$30,813.00.
3. Special formliner signage ("Village of Bensenville") on the north parapet of the westbound Illinois 390 bridge and south parapet of the eastbound Illinois Route 390 bridge over Supreme Drive - \$8,958.00.
4. Cost differential for black fencing on the Illinois Route 390 eastbound and westbound bridges over CTM

Railroad - \$23,016.00.

5. Shared use path on the west side of Supreme Drive - \$22,368.00.

6. Cost differential for black access control fencing along North Thorndale Avenue and South Thorndale Avenue between Illinois Route 83 and Supreme Drive - \$14,627.00.

7. Cost differential for black fencing attached to the Illinois Route 390 bridges over Supreme Drive and CTM Railroad and on retaining wall - \$8,407.00

VII.C - The VILLAGE agrees to maintain, or cause to maintain Supreme Drive; underpass lighting on Illinois Route 390 bridges over Supreme Drive; concrete parkways along Supreme Drive; and the shared use path on the west side of Supreme Drive.

The VILLAGE agrees to be responsible for the cost differential that the ILLINOIS TOLLWAY incurs for maintaining the parapet formliner and stain on the Illinois Route 390 bridges over CTM Railroad and Supreme Drive, the special formliner signage ("Village of Bensenville") on the Illinois Route 390 bridges over Supreme Drive, and the bridge fencing on the Illinois Route 390 bridges over CTM Railroad, subject to VILLAGE review and approval prior to expenditure. The VILLAGE will also be responsible for the cost differential that is incurred by the ILLINOIS TOLLWAY, subject to VILLAGE review and approval prior to expenditure, for replacing the black access control fencing along North Thorndale Avenue and South Thorndale Avenue between Illinois Route 83 and Supreme Drive and the black fencing attached to the Illinois Route 390 bridges over Supreme Drive and CTM Railroad and on retaining wall, in kind in the future as compared to replacing with standard fencing (i.e.. galvanized steel without black coating); and any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.

ALTERNATIVES:

Discretion of the Board

RECOMMENDATION:

Staff recommends approval of the IGA

BUDGET IMPACT:

This IGA includes improvement costs that the Village will pay to the Tollway for aesthetic improvements such as form liner and staining on the bridge over Supreme Dr, stamped concrete along Supreme Dr, bike path along Supreme Dr as well as associated engineering costs estimated in the amount of \$133,897.75. In FY2020, the Village has budgeted \$300,000 for EOWA enhancement costs.

ACTION REQUIRED:

Approval of a Resolution authorizing execution of an Intergovernmental Agreement (IGA) with the Illinois State Toll Highway Authority (ISTHA) for the Construction of the Elgin O'Hare Western Access Contract I-17-4683 (E03)

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	4/3/2020	Resolution Letter
Final IGA	4/3/2020	Backup Material
Location Map	4/3/2020	Backup Material
VOB funded Items	4/3/2020	Backup Material
HRG Recommendation	4/3/2020	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT (IGA) WITH
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (ISTHA),
FOR THE CONSTRUCTION OF THE ELGIN O'HARE WESTERN ACCESS
CONTRACT I-17-4683 (E03)**

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

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, has improved the existing Elgin O'Hare Expressway, extended the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to Illinois Route 83, known in its entirety as Illinois Route 390, and intends to further extend Illinois Route 390 to O'Hare International Airport (ORD) and construct I-490 connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O'Hare Western Access "EOWA"), and included in multiple ILLINOIS TOLLWAY construction contracts. The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as "Toll Highway"); and

WHEREAS, this AGREEMENT includes the scope of improvements of ILLINOIS TOLLWAY Contract I-17-4683, Illinois Route 390 from Illinois Route 83 to York Road (hereinafter referred to as the "PROJECT"); and

WHEREAS, the PROJECT scope of work includes the construction of Illinois Route 390 from Illinois Route 83 to York Road, including new eastbound and westbound bridge structures over the Chicago Terminal ("CTM") Railroad and over Supreme Drive and a ramp bridge at the Illinois Route 390 and I-490 system interchange. The work includes construction of an eastbound Illinois Route 390 on-ramp from Illinois Route 83 and ramps associated with the systems interchange movements to and from the south. The work also includes the installation of mainline lighting, underpass lighting at Supreme Drive, Intelligent Transportation Systems ("ITS") infrastructure, drainage improvements, pavement markings, signing, retaining wall construction, and all work necessary to complete the project in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY include in its PROJECT ashlar formliner and stain on the eastbound and westbound Illinois Route 390 bridges over the CTM Railroad and Supreme Drive, special formliner signage ("Village of Bensenville") on the north and south parapets of the Illinois Route 390 bridges over Supreme Drive, black fencing along the Illinois Route 390 bridges over CTM Railroad, black access control fencing, black fencing attached to bridges and retaining wall, and a shared use path along the west side of Supreme Drive, hereinafter referred to as the "VILLAGE's IMPROVEMENTS"; and

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

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

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

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

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

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing execution of an Intergovernmental Agreement (IGA) with the Illinois State Toll Highway Authority (ISTHA) for the Construction of the Elgin O'Hare Western Access Contract I-17-4683 (E03)

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

SECTION FOUR: That the Village Manager is authorized to execute all other documents and perform all other acts necessary to carry out the terms of the Intergovernmental Agreement.

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

SECTION SIX: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated April 14, 2020.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

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

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “AGREEMENT”) is entered into this _____ day of _____, 2020, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the “ILLINOIS TOLLWAY” and THE VILLAGE OF BENSENVILLE, a municipal corporation of the State of Illinois, hereinafter called the “VILLAGE”, individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, has improved the existing Elgin O’Hare Expressway, extended the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to Illinois Route 83, known in its entirety as Illinois Route 390, and intends to further extend Illinois Route 390 to O’Hare International Airport (ORD) and construct I-490 connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O’Hare Western Access “EOWA”), and included in multiple ILLINOIS TOLLWAY construction contracts. The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as “Toll Highway”); and

WHEREAS, this AGREEMENT includes the scope of improvements of ILLINOIS TOLLWAY Contract I-17-4683, Illinois Route 390 from Illinois Route 83 to York Road (hereinafter referred to as the “PROJECT”); and

WHEREAS, the PROJECT scope of work includes the construction of Illinois Route 390 from Illinois Route 83 to York Road, including new eastbound and westbound bridge structures over the Chicago Terminal (“CTM”) Railroad and over Supreme Drive and a ramp bridge at the Illinois Route 390 and I-490 system interchange. The work includes construction of an eastbound Illinois Route 390 on-ramp from Illinois Route 83 and ramps associated with the systems interchange movements to and from the south. The work also includes the installation of mainline lighting, underpass lighting at Supreme Drive, Intelligent Transportation Systems (“ITS”) infrastructure, drainage improvements, pavement markings, signing, retaining wall construction, and all work necessary to complete the project in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY include in its PROJECT ashlar formliner and stain on the eastbound and westbound Illinois Route 390 bridges over the CTM Railroad and Supreme Drive, special formliner signage (“Village of Bensenville”) on the north and south parapets of the Illinois Route 390 bridges over

Supreme Drive, black fencing along the Illinois Route 390 bridges over CTM Railroad, black access control fencing, black fencing attached to bridges and retaining wall, and a shared use path along the west side of Supreme Drive, hereinafter referred to as the “VILLAGE’s IMPROVEMENTS”; and

WHEREAS, the ILLINOIS TOLLWAY agrees to add the VILLAGE’s IMPROVEMENTS to the PROJECT; and

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

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

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

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by the “Intergovernmental Cooperation Act”, 5 ILCS 220/1 *et seq.*

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications to the PARTIES for review and comment at the following stages of plan preparation:

60% Complete

95% Complete (pre-final)

Final

- B. The final approved plans and specifications for the PROJECT shall be promptly delivered via hard copy and DVD format to the VILLAGE by the ILLINOIS TOLLWAY.

- C. The VILLAGE shall review the plans and specifications which impact their respective maintained highways and facilities within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed approval of the plans and specifications. Approval by the VILLAGE respectively shall mean it agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact its maintained highways and facilities. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- D. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Kane-DuPage Soil and Water Conservation District, DuPage County, including but not limited to the Department of Economic Development and Planning and Division of Transportation, Illinois Environmental Protection Agency, Village of Bensenville, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. The PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- F. The VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way necessary for the PROJECT to the ILLINOIS TOLLWAY, without charge of permit fees to the ILLINOIS TOLLWAY. Any permit for right of access or temporary use shall not be unreasonably withheld by the VILLAGE.

II. RIGHT OF WAY

- A. The ILLINOIS TOLLWAY shall perform all survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the PROJECT.

- B. The acquisition or transfer of permanent right of way interests between the VILLAGE and the ILLINOIS TOLLWAY for the PROJECT is defined as part of separate Intergovernmental Agreements between the PARTIES.
- C. In the event, the ILLINOIS TOLLWAY identifies areas of the VILLAGE's right of way temporarily needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to construct the PROJECT, the VILLAGE, shall upon the ILLINOIS TOLLWAY's application to the VILLAGE's permit form, together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge of permit fees to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use. In addition, the VILLAGE shall waive any surety bonding requirement. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored to an "as good as – or – better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the VILLAGE.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing VILLAGE rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. The VILLAGE agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing VILLAGE rights of way, without charge of permit fees to the ILLINOIS TOLLWAY.
- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of the VILLAGE jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the VILLAGE.
- E. At all locations where utilities are located on the VILLAGE's right of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY.

- F. The ILLINOIS TOLLWAY will cause all utility companies to protect, adjust, relocate or remove utility facilities in conflict with the PROJECT, at no cost to the VILLAGE.
- G. The VILLAGE agrees to accept applications for permits from utility companies to perform utility relocation work within the PROJECT and located on its property. All such applications for permits shall include an executed Utility Work Order approved by the ILLINOIS TOLLWAY.
- H. In the event utility facilities are relocated within the PROJECT limits, the ILLINOIS TOLLWAY shall grant to the utility company and its successors and assigns, owning or operating any utility facilities, the right to operate the same in the new location or locations on the property for as long a period and upon the same terms and conditions as it had the right to maintain and operate the facilities in their former location or locations.
- I. In the event utility facilities are located on property transferred to the VILLAGE from the ILLINOIS TOLLWAY, the VILLAGE agrees to issue a permit without charge of permit fees, for all utility work associated with or relocated as a result of the PROJECT. All subsequent maintenance, repairs or modifications to these utility facilities will require that permits be issued in accordance with the VILLAGE's current Permit Ordinance.
- J. During the duration of the PROJECT, the VILLAGE agrees to issue utility permits within the PROJECT limits in accordance with its' regular permit process and only for utility work as documented by a Utility Work Order that is approved by the ILLINOIS TOLLWAY and/or coordination with the ILLINOIS TOLLWAY.
- K. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services, fiber optic cable system and data connections) that are installed as part of the PROJECT and must be adjusted due to future work proposed by the VILLAGE, the VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE shall review the plans and specifications which impact its maintained highways within thirty (30) calendar

days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed their approval of the plans and specifications. Approval by the VILLAGE shall mean they agree with all specifications in the plans pertaining to the alignment and location of the PROJECT deviations which impact their jurisdiction. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and return them to the ILLINOIS TOLLWAY for review and consideration.

- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the VILLAGE, the ILLINOIS TOLLWAY shall provide no less than thirty (30) calendar days written notice to the VILLAGE prior to commencement of work on the PROJECT.
- D. The VILLAGE and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects their system. The VILLAGE may assign personnel to perform inspections on behalf of all work included in the PROJECT that affects the VILLAGE's system, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Notices required to be delivered by the VILLAGE pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall require its contractor(s) working within any of the VILLAGE's rights of way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued April 2019, or the indemnification provision in the applicable version of the ILLINOIS TOLLWAY's Standard Specifications subsequently in effect, and indemnification provision S.P. 108 of ILLINOIS TOLLWAY Construction Contract I-17-4683.
- G. The ILLINOIS TOLLWAY, to the extent permitted by law, shall indemnify and hold the VILLAGE and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property resulting from the negligence or intentional misconduct of the ILLINOIS TOLLWAY or its agents.
- H. The VILLAGE, to the extent permitted by law, shall indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property resulting from the negligence or intentional misconduct of the VILLAGE or its agents.

- I. The ILLINOIS TOLLWAY shall require that the VILLAGE, and its agents, officers and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the PARTIES will be added as an additional protected party on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).
- J. The ILLINOIS TOLLWAY shall give notice to the VILLAGE upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the VILLAGE, and the VILLAGE shall make an inspection thereof not later than fifteen (15) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within twenty-one (21) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the VILLAGE, the PROJECT shall be deemed accepted by the VILLAGE. At the request of the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within fifteen (15) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The VILLAGE shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- K. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work, except as referenced in Section IV B, due to circumstances either known or unknown at the time of bidding or arising after the contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.
- L. The ILLINOIS TOLLWAY shall require all construction performed within the ILLINOIS TOLLWAY's rights of way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued April 2019, as amended.
- M. As-built drawings for that part of the PROJECT that will be under the jurisdiction of the VILLAGE shall be provided to the VILLAGE, in both paper and electronically in PDF and CADD format within sixty (60) days after completion of the work.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that preliminary engineering for the ashlar formliner, stain and special formliner signage (“Village of Bensenville”) on the Illinois Route 390 bridges over Supreme Drive as part of the VILLAGE’s IMPROVEMENTS is the responsibility of the VILLAGE and that construction engineering for those improvements shall be computed as 10% of actual construction costs. In addition, it is mutually agreed by the PARTIES hereto that for the additional VILLAGE’s IMPROVEMENTS preliminary and design engineering costs shall be computed as 5% of the actual construction costs and that construction engineering shall be computed as 10% of actual construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE for the VILLAGE’s IMPROVEMENTS is \$118,162.00 for construction costs, \$3,919.55 (5% of construction costs as described in Section V.B.) for preliminary and design engineering, and \$11,816.20 (10% of construction costs) for construction engineering, for a total estimated cost of \$133,897.75. The estimated construction costs to the VILLAGE are further detailed below:
 - 1. Ashlar formliner pattern and stain on the Illinois Route 390 bridge parapets over CTM Railroad - \$9,973.00
 - 2. Ashlar formliner pattern and stain on the Illinois Route 390 bridge parapets over Supreme Drive - \$30,813.00.
 - 3. Special formliner signage (“Village of Bensenville”) on the north parapet of the westbound Illinois 390 bridge and south parapet of the eastbound Illinois Route 390 bridge over Supreme Drive - \$8,958.00.
 - 4. Cost differential for black fencing on the Illinois Route 390 eastbound and westbound bridges over CTM Railroad - \$23,016.00.
 - 5. Shared use path on the west side of Supreme Drive - \$22,368.00.
 - 6. Cost differential for black access control fencing along North Thorndale Avenue and South Thorndale Avenue between Illinois Route 83 and Supreme Drive - \$14,627.00.

7. Cost differential for black fencing attached to the Illinois Route 390 bridges over Supreme Drive and CTM Railroad and on retaining wall - \$8,407.00
- D. The VILLAGE agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the VILLAGE will pay to the ILLINOIS TOLLWAY, but not prior to January 1, 2019, an amount equal to 50% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, but not prior to January 1, 2021, based on final costs.
- E. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the requested VILLAGE's IMPROVEMENTS described in the Recital section of this AGREEMENT and as detailed above.
- F. The VILLAGE may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. In the event that the VILLAGE requests or causes said supplemental work or more costly substitute work, it shall pay for the cost increases of said work in full.
- G. The VILLAGE shall have the ability to request reduction of or elimination from the PROJECT of those enhancement improvements, VILLAGE's IMPROVEMENTS, which would have been VILLAGE responsibility for payment, in the event the contract bid prices are substantially higher than those contained in the engineers estimate or subject to VILLAGE budgetary constraints. The VILLAGE shall be responsible for costs incurred for those items that would have been VILLAGE responsibility prior to providing notice for the reduction or elimination of said items.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the

maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:

1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments and piers, bridge girders/beams, bridge deck, expansion joints, parapet walls and drainage structures.
 3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
 4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
 5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or

provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.

- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY Toll Highway:
 - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the Toll Highway over the local road, railroad or Toll Highway.
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the Toll Highway.
 - 3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the Toll Highway.

VII. MAINTENANCE – RESPONSIBILITIES

- A. The maintenance responsibilities are as shown on “EXHIBIT A” and as detailed below.
- B. The ILLINOIS TOLLWAY agrees to maintain Illinois Route 390 and I-490, including ramps, the retaining walls constructed as part of the PROJECT, mainline and ramp lighting, drainage, and other appurtenances, in their entirety.
- C. The VILLAGE agrees to maintain, or cause to maintain Supreme Drive; underpass lighting on Illinois Route 390 bridges over Supreme Drive; concrete parkways along Supreme Drive; and the shared use path on the west side of Supreme Drive.

The VILLAGE agrees to be responsible for the cost differential that the ILLINOIS TOLLWAY incurs for maintaining the parapet formliner and stain on the Illinois Route 390 bridges over CTM Railroad and Supreme Drive, the special formliner signage (“Village of Bensenville”) on the Illinois Route 390 bridges over Supreme Drive, and the bridge fencing on the Illinois Route 390 bridges over CTM Railroad, subject to VILLAGE review and approval prior to expenditure. The VILLAGE will also be responsible for the cost differential that is incurred by the ILLINOIS TOLLWAY, subject to VILLAGE review and approval prior to expenditure, for replacing the black access control fencing along North Thorndale Avenue and South Thorndale Avenue between Illinois Route 83 and Supreme Drive and the black fencing attached to the Illinois Route 390 bridges over Supreme Drive and CTM Railroad and on retaining wall, in kind in the future as compared to replacing with standard fencing (i.e.. galvanized steel without black coating); and any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.

- D. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

<u>Type of Bridge Structure</u>	<u>Affected Roadway</u>
Type 1	WB IL 390 over CTM Railroad (Structure No. 1646)
Type 1	EB IL 390 over CTM Railroad (Structure No. 1647)
Type 1	WB IL 390 over Supreme Drive (Structure No. 1654)
Type 1	EB IL 390 over Supreme Drive (Structure No. 1655)
Type 1	Ramp P5 (NB I-490 to WB IL 390) over Ramp P1 (SB I-490 to WB IL 390)

1. Type 1 - ILLINOIS TOLLWAY Toll Highway over a Local Road, Railroad or Toll Highway
 - a. For bridges over VILLAGE jurisdictional roadway, the VILLAGE has all maintenance responsibility as to the following:
 - i. All VILLAGE highway roadways, guardrail and other protective devices, pier protective structures or devices, roadway slopes and shoulders,

including but not limited to the portions thereof underneath the grade separation structure;

ii. All drainage facilities which drain VILLAGE highway facilities, except such facilities installed by the ILLINOIS TOLLWAY on VILLAGE property for the purpose of carrying exclusively Toll Highway drainage; and

iii. All underpass lighting.

b. The ILLINOIS TOLLWAY has all maintenance responsibility as to all remaining portions of the ILLINOIS TOLLWAY Toll Highway at an intersection not maintained by the VILLAGE, as set forth herein, including but not limited to the entire grade separation structure, drainage facilities, bridge slope walls and embankments within ILLINOIS TOLLWAY access control fencing, and fences.

E. The VILLAGE agrees that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:

1. Any and all signage affixed to the grade separation structure or placed on the ILLINOIS TOLLWAY Toll Highway;
2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administrative Code 554, Subchapter f, Subpart F, Section 554.605 (Super load Moves).

F. In the event that any PARTY places, on the grade separation structure or on the right of way of the other, appurtenances such as architectural enhancements, "gateway logos", conduit pipe, or other devices which are not directly required in connection with the ILLINOIS TOLLWAY roadway operations or required for the performance of maintenance obligations of the respective party under this AGREEMENT, then the PARTY placing such appurtenances shall have sole responsibility for all maintenance, repair, replacement, removal and/or renewal of such items, including such maintenance, repair, replacement, removal and/or renewal of such items which is necessitated by maintenance projects performed by other PARTIES pursuant to this AGREEMENT and in accordance with the approved permit(s).

VIII. ADDITIONAL MAINTENANCE PROVISIONS

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

- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the PARTIES respectively shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the respective PARTY, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- C. All PARTIES agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of any other PARTY.
- D. Nothing herein is intended to prevent or preclude any PARTY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.
- E. Attached as "EXHIBIT A" is a description and identification of the PARTIES respective maintenance responsibilities. In the event there is a conflict between the aforementioned exhibit and the maintenance provisions contained in Section VII of this AGREEMENT, the text in Section VII shall control.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Village of Bensenville (VILLAGE) and the Illinois State Toll Highway Authority (ILLINOIS TOLLWAY).
- B. It is understood and agreed by the PARTIES hereto, that the VILLAGE shall obtain or retain jurisdiction of all local roads traversed or affected by Illinois Route 390 or I-490 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. The descriptive headings of various sections of this AGREEMENT are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

- F. Not later than thirty (30) calendar days after execution of this AGREEMENT the VILLAGE shall designate in writing a representative who shall serve as the full time representative during the carrying out of the execution of this AGREEMENT. The representative shall have authority, on behalf of the VILLAGE, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- G. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT for the PROJECT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Director of Public Works of the VILLAGE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- H. In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to any of the VILLAGE's IMPROVEMENTS (requested work, utilities, facilities, roadways, etc.), or a dispute concerning the plans and specifications for any of the VILLAGE's IMPROVEMENTS (requested work, utilities, facilities, roadways, etc.), the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Director of Public Works shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the VILLAGE's IMPROVEMENTS (requested work, utilities, facilities, roadways, etc.), the decision of the VILLAGE's Director of Public Works shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.
- I. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- J. The ILLINOIS TOLLWAY agrees that in the event any work is performed by other than ILLINOIS TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- K. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6005794 and it is doing business as a governmental entity, whose mailing address is The Village of Bensenville, 12 S. Center Street, Bensenville, Illinois 60106.
- L. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.

- M. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- N. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- O. The failure by any PARTY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by any PARTY to this AGREEMENT unless such provision is waived in writing.
- P. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- Q. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

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

To the VILLAGE:

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

- R. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT or for such longer period as the law requires. The PARTIES further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the VILLAGE, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- S. The VILLAGE also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority ("OIG") has the authority to conduct investigations into certain matters

including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The VILLAGE will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT, and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.

- T. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

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

THE VILLAGE OF BENSENVILLE

By: _____
Frank DeSimone
Village President

Attest: _____
Nancy Quinn
Village Clerk

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
José R. Alvarez
Executive Director

Date: _____

Approved as to Form and Constitutionality

Robert T. Lane, Senior Assistant Attorney General, State of Illinois

IGA #004683_Bensenville_Final for Signature



Elgin O'Hare Western Access

LEGEND

- Project Limits for I-17-4683
- Bensenville Jurisdiction
- Tollway Jurisdiction
- DuPage County Jurisdiction
- IDOT Jurisdiction
- Bridge
- Retaining Wall (Tollway)

STREET NAME
Jurisdiction

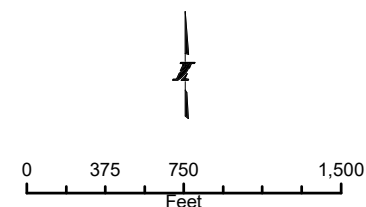


Exhibit A

Elgin O'Hare Western Access
Contract I-17-4683
Jurisdiction Map



SUPREME DR

Village Funded Improvements



Path/Sidewalk



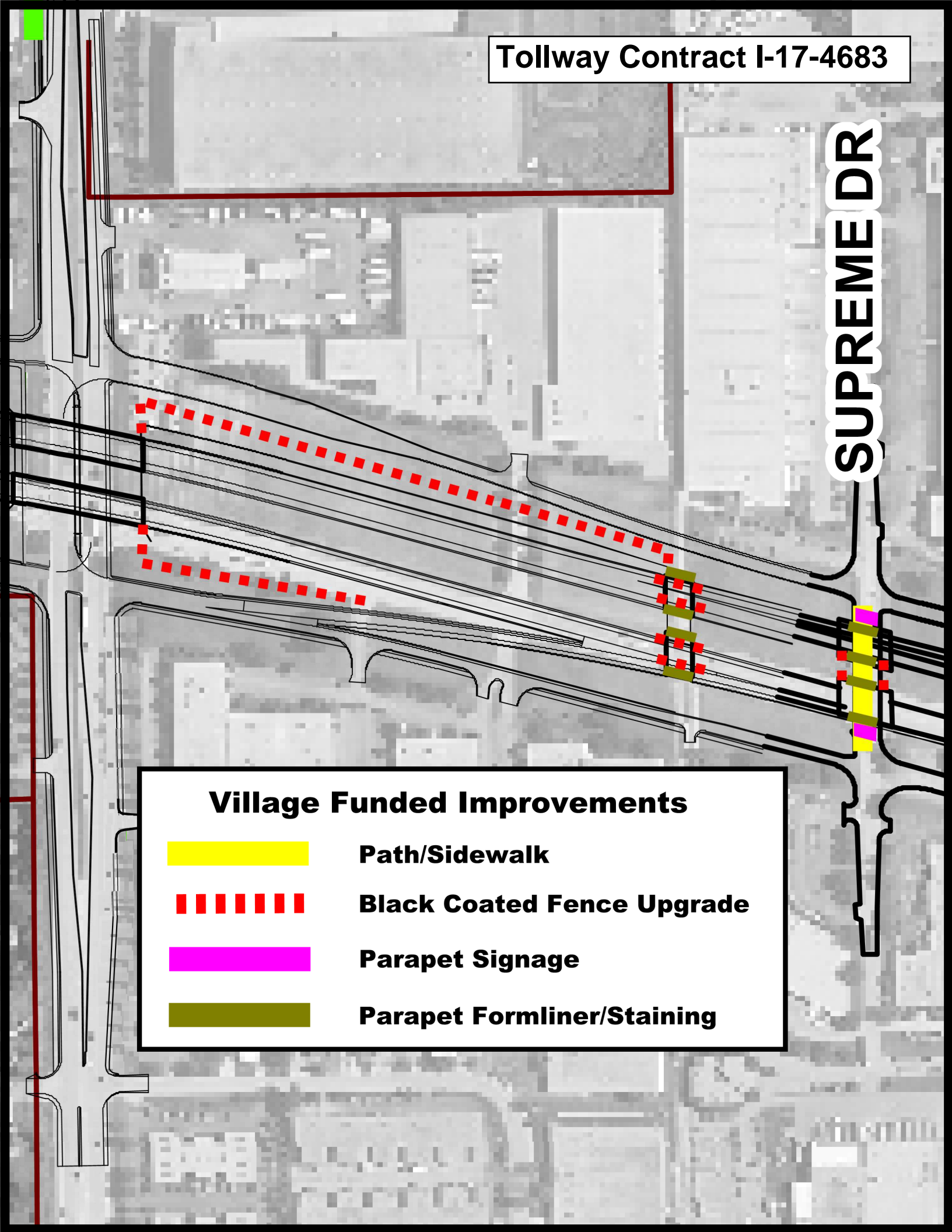
Black Coated Fence Upgrade



Parapet Signage



Parapet Formliner/Staining





MEMO

To: Village of Bensenville President and Board of Trustees

From: Scott Marquardt, Project Manager / Associate

Subject: Village of Bensenville/Illinois Tollway Intergovernmental Agreement (IGA)
Recommendation for Consideration of Approval of IGA

Date: April 1, 2020

President DeSimone and Village Board of Trustees,

Attached to this memorandum is the fourth Intergovernmental Agreement (IGA) related to the Elgin O'Hare Project for your consideration for approval. Also attached are exhibits which show the jurisdiction limits for this construction contract associated with this IGA, exhibits which show Tollway funded improvements to Village infrastructure, and also exhibits which show the locations of the Village-funded enhancements contained within this contract.

IGA SCOPE

- This IGA includes improvements associated with one Tollway contract:
 - Contract E03 – Illinois Route 390 from Illinois Route 83 to York Road
- The contractor was given the notice to proceed on this contract by the Illinois Tollway on December 27, 2018.

SUBMITTAL HISTORY

- The Tollway submitted the first draft of the IGA in April 2018.
- Subsequent submittals were made again in October 2018, November 2018, January 2019, June 2019, January 2020, and again on April 1, 2020.
- The FINAL version considered for discussion at this committee meeting was submitted on April 1, 2020.

RELATED FINANCIAL CONSIDERATIONS

- The land acquisition credits previously provided by the Tollway have been fully utilized for project enhancements on similar previous construction contracts, so all project enhancements will be paid for using Village funds.
- The 2020 budget includes \$300,000 in CIP account 13.1.05 allocated for EOWA enhancements reimbursements, which is the funding source for repayment of the enhancements associated with this IGA.
- The IGA being discussed this evening include defined terms for payment to the Tollway for the expenses for the construction enhancements, and also including design and construction engineering expenses, total an estimated \$133,897.75.
- The payment terms are 50% due upon project award, but not prior to January 1, 2019. In effect, due to the time delay between contract award and final approval of this IGA, the Tollway will submit an invoice to the Village upon final approval of this IGA.

- The final payment remaining balance is due upon project completion but not prior to January 1, 2021.

POSITIVE ITEMS INCLUDED IN IGA

- The terms within this IGA are generally the same as were contained within the previous IGAs that have been entered into with the Tollway.
- The contract includes the placement of bridge parapet formliner and stain on the Illinois Route 390 bridges over the CTM railroad and over Supreme Drive, and the Village is responsible only for the cost differential for the upgraded formliner and the staining expense.
- Village of Bensenville signage will also be cast into the parapets of the Illinois Route 390 bridges over Supreme Drive.
 - The design and coloration of these bridge enhancements will match the enhancements previously constructed on the Illinois Route 390 bridges over IL RT 83.
- The construction of 335 feet of new 10' wide bikepath along the west side of Supreme Drive between South Thorndale Avenue and North Thorndale Avenue are included within the Tollway contract, with improvements to be funded by the Village.
- The upgrading of access control fencing from standard galvanized fencing to black painted and powder coated fencing at various locations between Illinois Route 83 and Supreme Drive, along with fencing upgrades on the bridges over the CTM railroad. Again, the Village is only responsible for the cost differential of the upgraded fencing above the cost of standard galvanized fencing.
 - These fencing upgrades are consistent with upgrades that have been placed on previous Tollway contracts and that were funded as enhancements by the Village.

PENDING ITEMS

- None.

SUMMARY AND RECOMMENDATION

- Public Works staff, the Village Attorney, and I have been negotiating and tracking the language and changes throughout the submittal process, and we are in agreement with the content and terms of this IGA.
- **Therefore, we recommend that the Village Board consider recommending approval of the attached IGA.**

TYPE:Resolution**SUBMITTED BY:**Jovana Dacic**DEPARTMENT:**Public Works**DATE:**April 14, 2020**DESCRIPTION:**

Resolution Authorizing the Execution of a Contract with Compass Minerals America Inc. for the Maximum Amount (130%) Purchase of Rock Salt in the Not-to-Exceed Amount of \$52,734.50

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

One of Public Works core functions is our snow and ice management program. Keeping our streets safe during winter events is something the Department takes considerable pride in. One of the key variables in a successful snow and ice management program is rock salt. In a typical winter, we utilize approximately 1,100 tons of salt.

The Village has taken a number of approaches in securing our rock salt purchases in the past - State bid, County bid, open market, and emergency contracts. Over the past four years, the Village has elected to secure salt from two different sources (State of Illinois and DuPage County). This approach has provided us the ability to go to two different sources in a difficult winter, when securing extra salt is very difficult. This approach usually leads to two different prices that also gives us the ability to take advantage of maximizing our lower contract and minimizing our higher contract.

Our requests each year are 500 tons from the State and 500 tons from the County.

KEY ISSUES:

Salt prices this past winter were considered high due to a heavy winter in 2018-2019. Our contracts with the State and the County were \$94.63/ton and \$82.96/ton, respectively.

2019-2020 was a relatively mild and slow winter. Our total salt usage for the year was 889 tons. Our usage over the prior three years has been around 1,100 tons. Due to this relatively mild winter, we were anticipating a significant reduction in cost for salt.

The County bid their salt in March and results were forwarded to us in early April. The low bidder was once again Compass Minerals America, Inc. at a unit price of **\$81.13/ton** (only a 2.3% reduction in price). We have 90 days to enter into a contract for this commodity.

The contract price range is below. The plan is to wait and see how the State bid comes in (usually done in August/September time frame) and maximize the contract for the lower unit cost contract before we purchase more than the minimum amount for the higher unit cost contract.

- The minimum amount (400 tons x \$81.13) - \$32,452
- The requested amount (500 tons x \$81.13) - \$40,565
- The maximum amount (650 tons x \$81.13) - **\$52,734.50**

In a perfect world, we would only have to purchase the minimum amount from each contract to keep our costs down and our dome full. Any unused dollars on the contract are returned to the General Fund after the season is over.

The state bid results will not be available until August or September.

ALTERNATIVES:

Discretion of the Village Board.

RECOMMENDATION:

Staff Recommends the approval of the Resolution Authorizing the Execution of a Contract with Compass Minerals America Inc. for the Maximum Amount (130%) Purchase of Rock Salt in the Not-to-Exceed Amount of \$52,734.50.

BUDGET IMPACT:

\$120,000 is available in account 11050420-552610 (Material/Supplies - Streets).

ACTION REQUIRED:

Approval of the Resolution Authorizing the Execution of a Contract with Compass Minerals America Inc. for the Maximum Amount (130%) Purchase of Rock Salt in the Not-to-Exceed Amount of \$52,734.50.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
RES -Bulk Rock Salt Purchase 2020-2021 - DuPage County	4/7/2020	Resolution Letter
COMPASS MINERALS DuPage Co IL BULK ROCK SALT 20-035-DOT BID	4/7/2020	Backup Material
Bid Tabulation	4/7/2020	Backup Material

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT
WITH COMPASS MINERALS AMERICA INC. FOR THE MAXIMUM
AMOUNT (130%) PURCHASE OF ROCK SALT IN THE NOT-TO-EXCEED
AMOUNT OF \$52,734.50**

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

WHEREAS the Village purchases bulk rock salt as a vital component of our Snow and Ice Management Program, and

WHEREAS the Village has elected to take part in the DuPage County Joint Purchase Program for bulk rock salt, and

WHEREAS the Village has requested 650 tons of bulk rock salt (130% maximum amount) through the program, and

WHEREAS the Village has elected to participate in the standard delivery option of this program allowing a purchase between 80% and 130% of the allocation, and

WHEREAS Compass Minerals America Inc. was the lowest bidder at \$81.13 per ton, 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 the Execution of a Contract with Compass Minerals America Inc. for the Maximum Amount (130%) purchase of rock salt in the not-to-exceed amount of \$52,734.50.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated April 14, 2020

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

BID BOND

**Conforms with The American Institute of
Architects, A.I.A. Document No. A-310**

KNOW ALL BY THESE PRESENTS, That we, Compass Minerals America Inc.
9900 W. 109th Street, Ste. 100 Overland Park, KS 66210
as Principal, hereinafter called the Principal,
and the RLI Insurance Company
of 9025 N. Lindbergh Dr. Peoria, IL 61615, a corporation duly organized under
the laws of the State of Illinois, as Surety, hereinafter called the Surety, are held and firmly bound unto
DuPage County Treasurer as Obligee, hereinafter called the Obligee,
in the sum of Five Percent of Amount Bid
Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Bulk Rock Salt 20-035-DOT

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in
accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal
shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount
for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall
be null and void, otherwise to remain in full force and effect.

Signed and sealed this 31st day of March, 2020

Compass Minerals America Inc. (Seal)
Principal
Witness { [Signature] Title

RLI Insurance Company
By [Signature] Attorney-in-Fact
Tina Davis
Witness { [Signature] Linda L. Nipper

State of Utah } ss:
County of Salt Lake }

On March 31, 2020, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Tina Davis

known to me to be Attorney-in-Fact of RLI Insurance Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 9, 2022



Linda L. Nipper Notary Public



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Tina Davis, Linda Nipper, Lindsey Plattner, Lisa Hall, jointly or severally

in the City of Salt Lake City, State of Utah its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 13th day of May, 2019.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

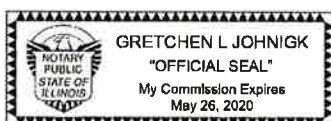
On this 13th day of May, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 31st day of March, 2020.

By: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



Sean Lierz

Senior Manager-Highway Sales

D 913.344.9330
M 800.323.1641 x2
F 913.338.7945

lierzs@compassminerals.com



9900 West 109th Street
Suite 100
Overland Park, KS 66210
www.compassminerals.com



The County of DuPage
Finance – Procurement 3-400
421 North County Farm Road
Wheaton, Illinois 60187-3978

BULK ROCK SALT 20-035-DOT
ADDENDUM 1

1. Page 12, #4 – Please clarify the bid bond and Performance bond. Is this only for Group 1? IF a vendor decides to bid Group 2A or 2B, or both 2A and 2B, will a bid bond and performance bond be required?
ANSWER: Bid bond and performance bond are required for Group 1
2. Page 14, Bid Award Criteria – The bid states that Group 2 will be awarded by each individual agency/twp/muni. Does this mean that each location will reach out to vendors to award separately?
ANSWER: There are no insurance requirements for this bid. Yes, for Group 2, each public sector entity will contact the vendor directly to make the award.
3. What's the time line for the awarded vendor to receive notification they've been awarded the bid?
ANSWER: For Group 1, DuPage County will make an award within thirty days. We will publish the bid tabulation at least a few days earlier.
4. Just to clarify you all wanting to purchase regular untreated bulk rock salt?
ANSWER: The solicitation is for regular untreated bulk rock salt per the specification.
5. Are bidders required to offer pricing above 130% for Group 1?
ANSWER: Yes, bidders are requested to provide pricing for quantities above 130%.



The County of DuPage
Finance – Procurement, 3-400
421 North County Farm Road
Wheaton, Illinois 60187

**DUPAGE COUNTY
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received and time stamped by the Procurement Officer, for The County of DuPage ("County") on or before March 31, 2020, at 3:30 p.m. at the Finance Department, Room 3-400, The County of DuPage, 421 N. County Farm Road, Wheaton, IL 60187-3978 for the following contract: BULK ROCK SALT 20-035-DOT. Bid document, including specifications, may be obtained from the Finance Department by email at donna.weidman@dupageco.org or onsite during regular business hours at no cost or from the internet via www.demandstar.com. All bids must be received prior to the date and time shown above. Bids transmitted by email or facsimile (fax) will not be accepted.

	Bid Event Activity
March 13, 2020	Legal Notice Advertisement Placed
March 19, 2020 4:00 p.m. CST	Questions due to Buyer via email: donna.weidman@dupageco.org
March 25, 2020 4:00 p.m. CST	Final Q&A Addendum Published
March 31, 2020 3:30 p.m. CST	Submittals Due to Finance Office

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SECTION 1 - PROJECT INFORMATION

√	SUBMITTAL CHECKLIST
X	Original signed bid with one (1) business card attached
X	All addenda acknowledged on bid form
X	Bid Security
X	All mandatory forms – Bid Form, Bid Form Pricing, Signature Page, W9, Ethics, Joint Purchasing Agreement
X	References

AWARDED CONTRACTOR REQUIREMENTS	
Bid Security/Bid Bond for Group 1	5% Submitted with Bid Documents
Performance and Payment Bond	Due within 10 days of notice of award
Certificate of insurance	Due within 15 days of notice of award
Illinois Secretary of State Corporate/LLC Certificate Of Good Standing For Current Year	Due with bid submittal http://www.cyberdriveillinois.com/departments/business_services/howdoi.html

SECTION 2 - INSTRUCTIONS TO BIDDERS

1) **ON-LINE NOTIFICATION OF SPECIFICATIONS:** This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html.

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6190 for these documents.

Companies interested in doing business with the County can register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

2) **ON-LINE PROVIDER DISCLAIMER:** DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

3) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this Bid, until a Successful Bidder is selected, all requests for clarification or additional information regarding this BID, or contacts with the County personnel concerning this BID or the evaluation process must be solely to the contact person listed on the cover page of this BID.

A violation of this provision is cause for the County to reject the Bidder's Bid. If it is later discovered that a violation has occurred, the County may reject any Bid or terminate any contract awarded pursuant to this BID. No contact regarding this document with other County employees is permitted.

4) **BID INFORMATION AND QUESTIONS:** Each Bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing Bids, Bidders are advised to rely only upon the contents of this Bid and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the Bid package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing Contact noted on the cover of this Bid, so that written clarification may be sent to all prospective Bidders. The County is not responsible for oral representations. All questions must be submitted in writing to the Procurement Services Contact only before the Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.

5) **BID SUBMISSION:** To be considered, the Bid must be prepared in the manner and detail specified in this Bid. Bids must be submitted before the date and time indicated as the deadline. It is each Bidder's responsibility to ensure that the submittal is received and time-stamped prior to the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays to: DuPage County Procurement Services Division 421 North County Farm Road, Room 3-400 Wheaton, IL 60187.

Bids received after the above deadline may not be accepted and may be returned to the Bidder unopened. The Procurement Services Division's timestamp shall be the official time.

The opening of a Bid does not constitute the County's acceptance of the Bidder as a responsive and responsible Bidder.

Bidders must sign, in ink, the Bid form where indicated. Unsigned Bids will not be considered. An authorized official must sign the Bid. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the most responsive and responsible Bidder.

Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the attached label secured to the lower left-hand corner.

- a) Submission of a Bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the BID and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Bidder understands and agrees to propose by each, and all of the stipulations and requirements contained therein.
- b) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Bid must initial corrections in ink.
- c) Bids sent by email, facsimile, or other electronic means will not be considered.
- d) All costs incurred in the preparation and presentations of the Bid, as well as, any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the Bid will become the property of the County.
- e) Bids are subject to public disclosure after the deadline for opening in accordance with state law under the Freedom of Information Act (FOIA).

6) **CONTRACT AWARD:** The County reserves the right to withdraw the Bid, to award to one Bidder, to any combination of Bidders, by item, group of items, or total Bid. The County may waive informalities if it is in the County's interest. The Bidder(s) to whom the award is made will be notified as soon as possible. Tentative acceptance of the Bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the Bid. All Bids must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. Award of this Bid is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Bidder's Bid does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Bidder non-responsive.

The successful Bidder will be asked to sign a contract agreement (sample attached).

7) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the deadline date set for the opening of Bid. No Bid may be withdrawn after the deadline for submission.

8) **ALTERNATE/EQUAL BIDS:** The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "No Substitutions," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "No Substitutions" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County.

The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.

9) **DEVIATIONS:** The County of DuPage reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements, but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of any item id, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.

10) **REJECTION:** The County reserves the right to reject any or all Bids, or to accept or reject any Bid in part, and to waive any minor informality or irregularity in Bids received, if it is determined by the Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Bid from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti-kickback

provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

11) **PROCUREMENT POLICY:** Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Procurement Officer has the vested authority to execute all County contracts, subject to Committee and County Board approval where required.

12) **PROPRIETARY INFORMATION:** Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The county will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception

13) **NON-DISCRIMINATION:** DuPage County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts.

14) **CONTRACT NEGOTIATION:** All Bids must be firm for at least 120 calendar days from the due date of the Bid. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. There is no contract until the County's policies have been fulfilled.

15) **DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Bid:

1. Evidence of collusion among Bidders.
2. Lack of competency as revealed by either financial, experience, or equipment statements.
3. Lack of responsibility as shown by past work.
4. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

16) **BIDDER RESPONSIBILITIES:** The Bidder must be capable, either as a firm or a team, of providing all services as described under Specifications and/or Scope of Work Section and to maintain those capabilities until notification of the fact that their Bid was unsuccessful.

The selected Bidder must remain capable of providing all services proposed as described under Specifications and/or Scope of Work Section and must maintain those capabilities until the agreement is successfully finished. The successful Bidder will be responsible for all Services in this Bid as they are provided or performed by the Successful Bidder.

Further, the County will consider the Successful Bidder(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract.

17) **DISCLOSURE OF CONTENTS:** All information provided in the Bid shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Bid becomes the property of the County and may be returned only at the County's option.

Bidders must make no other distribution of their Bids other than authorized by this BID. A Bidder who shares cost information contained in its Bid with other County personnel or competing Bidder personnel shall be subject to disqualification.

Bidders shall not be provided any information about other Bids or prices or where the Bidder stands in relation to others at any time during the evaluation process. Any request for such information by a Bidder, or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Bidder may be eliminated from further consideration.

18) **COMPLIANCE WITH ILLINOIS STATE LAW:** By submitting a response, Bidder [Proposer] certifies that it has obtained all required authorizations, certifications, and/or licenses required by law to perform the work described herein and transact business within the State of Illinois. This may include but is not limited to, in the case of a foreign business corporation, limited liability company, limited partnership, or limited liability partnership, authorization from the Illinois Secretary of State to transact business within the State of Illinois.

[Http://www.cyberdriveillinois.com/departments/business_services/howdoi.html](http://www.cyberdriveillinois.com/departments/business_services/howdoi.html).

SECTION 3 - GENERAL CONDITIONS

1) **ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB):** If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. Addendum information is available over the internet at www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

2) **APPLICABLE CODES AND ORDINANCES:** Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

3) **ASSUMPTION OF RISK:** Until the completion and final acceptance by the County of all work under or implied by this Contract, the work shall be under the Contractor's care and charge and he shall be responsible, therefore. Contract shall rebuild, replace, repair, restore and make good all injuries, damages, re-erection, and repairs rendered necessary by causes, of any nature, to all or any portion of the work.

4) **CHANGES:** The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

Illinois law requires that changes more than \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

5) **COMMENCEMENT OF WORK:** The successful Contractor must not commence any billable work prior to the County issuing a Notice to Proceed. Work done prior to these circumstances shall be at the Contractor's risk.

6) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the County personnel concerning this solicitation or the evaluation process, must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with other County employees or officers is permitted. A violation of this provision may be grounds for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

Questions and answers regarding the Scope of Work/Specifications will be shared with all bidders.

7) **CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:** It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

8) **CONTRACTOR PERFORMANCE:** The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, Contract Specifications and Attached Exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

9) **DISCIPLINE:** Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the Subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

10) **DRUG FREE WORKPLACE:** The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

11) **ENDORSEMENTS:** Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

12) **F.O.B.:** All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

13) **FORCE MAJEURE:** The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

14) **HOLD HARMLESS AGREEMENT:** Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and all of their partners, officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons, or property resulting from the operations of Contractor or any of his subcontractors in prosecuting the work under this contract.

15) **HOLDING OF BIDS:** Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the County's loss in re-bidding.

16) **INDEMNITY:** The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited because of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred because of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. because of indemnification or insurance.

17) **LAW GOVERNING:** The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

18) **VENUE:** By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

19) **LIABILITY OF CONTRACTOR:** The mention of any specific duty or liability imposed upon Contractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed upon Contractor by his Contract, said reference to any specific duty or liability being made merely for explanation. Contractor shall be responsible to Owner for the acts and omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under an agreement with Contractor.

20) **LIENS, CLAIMS, AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

21) **LOBBYIST REGISTRATION:** Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.

22) **MSDS:** When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.

23) **MISCELLANEOUS REQUIREMENTS:** The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

24) **NON-DISCRIMINATING:** The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

25) **PATENTS:** Contractor undertakes and agrees to defend at Contractor's own expense all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein. Should Contractor or his agents be enjoined from furnishing or using any invention, article, material, or appliance required to be supplied under this contract, Contractor shall promptly offer other articles, materials, or appliances in lieu thereof, of equal quality suitability for review by County. If the County should disapprove of the offered substitutes and should elect in lieu of substitution, to have supplied, and to retain and use, any such invention, article, material or appliance as may be required by this Contract to be supplied, then Contractor shall pay such royalties and secure such valid licenses as may be necessary for the County. If the contractor does not make any approved substitution promptly, or does not pay such royalties to secure the licenses as may be necessary, then the Engineer shall have the right to make such substitution, or change the cost thereof against any money due Contractor from Owner, or recover the amount thereof from him and his sureties notwithstanding that final payment under this Contract may have been made.

26) **PAYMENT:** Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

27) **PROTEST:** Any actual or prospective bidder, offeror, or contractor who believes they have been adversely affected in connection with the solicitation or award of a contract may, within seven calendar days of the solicitation, bid opening or award, by mail or have served, a letter of protest to the Chief Procurement Officer. The Chief Procurement Officer must submit a response in writing to the protesting entity, within five (5) business days from receipt of the protest.

28) **RESERVATION OF RIGHTS:** The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of DuPage. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.

The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

29) **TAX:** The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.

30) **TRANSFER OF OWNERSHIP OR ASSIGNMENT:** The terms and conditions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of DuPage must be notified and approve the same in writing.

31) **WARRANTY:** Complete warranty information detailing period and coverage must be submitted.

SECTION 4 - SPECIAL CONDITIONS

1) ACCURACY DISCLAIMER:

The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

2) ADDITIONAL MISCELLANEOUS REQUIREMENTS: The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the County. The County staff will not take delivery of any equipment or material. The Contractor shall have a representative on-site to receive any equipment or material delivered for this project.

3) BID SECURITY/PERFORMANCE BOND – GROUP 1 ONLY

Each bid shall be accompanied by a Bid Security in the form of (a) Bid Bond or (b) a certified or cashier's check or money order payable to the order of the DuPage County Treasurer. The Bid Security shall be in an amount of not less than five percent (5%) of the total bid, as a guarantee that the Bidder will, within 10 days after the date of the conditional award of a contract, provide a Performance Bond as required by the Bid Documents. Any bid submitted without the required Bid Security, will not be read after it is opened.

Bid Bonds shall be duly executed by the Bidder as principal and have a surety thereon a surety company, approved by the County, having the minimum equivalent of a Best and Company A-V Rating.

If an intended Awardee fails to furnish any bond or insurance or document required by the Bid Documents, the Bid Security submitted with its bid shall be forfeited as liquidated damages.

The Contractor shall within 10 days of the Notice of Award furnish a Performance Bond in an amount equal to twenty percent (20%) of total bid amount, conditioned upon the faithful performance of all covenants and stipulations included in these bid documents and holding good until the completion of the contract to protect the County of DuPage against inadequate performance per all requirements of the Bid Documents. The Performance Bond shall remain in effect for one year from the issuance of a Purchase Order or until completion of the Contract period, whichever is longer.

The Contractor shall provide an extension of or an additional Performance Bond, upon each mutually agreed upon contract renewal.

4) CONTRACT TERM AND RENEWAL:

This contract shall be effective for a one (1) year term period with a start date of 6/01/2020 and a completion date of 5/31/2021.

The contract shall be subject to three (3) additional one-year term periods provided there is no change in the terms, conditions, specifications and prices and provided that such renewals are mutually agreed to by both parties. In no event shall the term plus renewals exceed four (4) years.

5) SPLIT BIDS:

Contractors may bid on one or more categories. The County of DuPage reserves the right to award by total bid, by single item or by any combination of items, in accordance with our language in the Bid Document relating to Contractor selection (or rejection) in the best interest of the County of DuPage.

6) CANCELLATION: The County reserves the right to cancel the whole or any part of this contract (1) upon 120-day written notice, without cause, or (2) upon 30-day written notice for due to failure by the Contractor to carry out any obligation, term or condition of this contract. The County will issue written notice to the Contractor for acting or failing to act as in any of the following:

- a) The Contractor provides material that does not meet the specifications of this contract;
- b) The Contractor fails to adequately perform the services set forth of this contract;
- c) The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d) The Contractor fails to progress in the performance of this contract and/or gives the County reason to believe that the Contractor will not or cannot perform the requirements of the contract.

7) PRICING: DuPage County reserves the right to compare pricing submitted to any and all known national purchasing cooperatives in order to obtain the lowest pricing available in the current marketplace for this contract award. The County reserves the right to award a contract to the lowest responsive, responsible vendor for BULK ROCK SALT 20-035-DOT after reviewing all national purchasing cooperative pricing programs available for the County to participate in.

8) PAYMENTS: Separate invoices shall be required for each County of DuPage department participating in the purchase.

9) CREDIT MEMOS: Must be on an original form with date of return, descriptions of items and prices noted.

10) QUALITY: All Recycled Products or Materials shall show the percent of post-consumer recycled content. Items that are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the Procurement Officer.

11) THIRD PARTY AGREEMENT: The County shall not enter a third-party rental agreement and reserves the right to disqualify a vendor so bidding.

12) USAGE REPORTS: Vendor may be required to submit a semi-annual report on orders placed against the contract. The report format shall contain the vendor's name, item number and term of contract at the top of the page. The report shall indicate the period covered by the report starting from the date the first order is received and ending with the date it is prepared. The report must be organized as follows:

DELIVERY LOCATION	DELIVERY DATE	DELIVERY TICKET NUMBER	QUANTITY (TONS)	UNIT PRICE	EXTENSION
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Vendor may from time to time be requested to produce reports within a particular time frame, i.e. fiscal year. These reports must be furnished within seven (7) days of request.

These reports are to be forwarded to:	DuPage County Division of Transportation Roula Eikosidekas 140 North County Farm Road Wheaton, IL 60187
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13) VENDOR QUALIFICATIONS:

Vendor will provide a general history, description and status of their Company.

Please visit www.compassminerals.com for company information and history. A historical timeline of company has been included with bid documents.

SECTION 5 - STATEMENT OF WORK

This bid is to furnish and deliver bulk rock salt for snow and ice control, in accordance with the AASHTO Specification M143, Sodium Chloride Type 1, Grade 1. Bulk rock salt shall be 95 to 98 percent pure sodium chloride. Maximum moisture content shall be no more than two and a half percent (2.5%).

Bulk rock salt not meeting the standards listed in these Specifications shall be subject to rejection by DuPage County.

BID AWARD CRITERIA:

DuPage County reserves the right to award a contract(s) to the lowest responsive, responsible bidder(s) by lump sum bid, by Group 1, whichever is in the best interest of DuPage County. DuPage County will only consider unit pricing in the 130%-150% range, in the event of a tie.

Group 2 will be awarded by each individual agency/township/municipality.

COUNTY AUTHORIZED REPRESENTATIVE:

Post contract award, the County authorized representative for this bid is Michael Tuman, 630-407-6885 or authorized designee.

DELIVERY REQUIREMENTS:

Orders are generally expected to be received within three (3) working days from date of order.

Normal deliveries shall be made between the hours of 6:00 a.m. and 2:30 p.m., Monday through Friday. Arrangements can be made for after hours and weekend deliveries to maintain a prompt order delivery schedule.

All order releases shall be delivered to completion, unless mutually agreed upon by the County of DuPage and the awarded Contractor.

All salt deliveries shall be made with trucks equipped with tailgate dump trailers.

All trucks shall be covered with approved waterproof material. The contractor will ensure that upon delivery, the driver shall inspect the inside of the trailer and will confirm that all salt has been removed from the trailer before leaving the point of delivery. The contractor shall ensure that all weights and measures shown on the delivery tickets are correct. DuPage County Division of Transportation reserves the right to require that delivery trucks be directed to a scale in the vicinity to check the accuracy of loads being delivered.

The actual tonnage delivered by the Contractor shall be within 20 (twenty) tons of the requested tonnage for each order.

The Contractor shall notify the Division of Transportation and any participating municipality of the trucking firm that will be delivering the salt, as well as a contact name, address and phone number of said trucking firm. The Contractor shall supply the same information for the terminal location, as well. Ultimately, all delivery responsibility will fall upon the Awarded Contractor. It will be their responsibility to accept order releases and communicate order information to the designated trucking firms and terminals.

Deliveries of rock salt will be required to be free of any foreign materials (i.e. mud, rocks, wood, tarpaulins, etc.). Cause for rejection and removal shall be made known within two (2) working days to the Contractor. Loads contaminated with foreign material will be replaced at the Contractor's expense within five (5) working days.

All salt is to be lump free. No salt with lumps larger than two (2) inches in diameter will be accepted. Loads with lumps larger than two (2) inches shall be replaced at the Contractor's expense within five (5) working days.

INVOICING:

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

LIQUIDATED DAMAGES:

From December 1, 2020 through April 30, 2021, if the Contractor is unable to make delivery within seven (7) calendar days from the date of order, DuPage County shall have the right to retain \$.20 per ton, per calendar day as liquidated damages on the undelivered portion of the order. An order placed prior to 12:00 noon on any business day (Monday through Friday, except Holidays) would be considered as the first calendar day of the seven (7) day delivery period. For orders placed after 12:00 noon on a given day, the following day would be considered the first calendar day of the seven (7) day delivery period. If after seven (7) days of liquidated damage assessment, the Contractor has still failed to deliver as required, DuPage County shall reserve the right to take action to remedy the failure of Contractor performance without prior notification of

such failure. This may include termination of the order and purchase of salt from other sources, or to take action consistent with public safety as needed to continue business. Any or all additional costs may be collected from the Contractor, in addition to any liquidated damage.

ORDERING:

Group 1 - DuPage County will place a minimum of 500 tons at a given time. All individual releases will be placed with the terminal.

Group 2 - 500 ton minimum will be waived. All individual releases will be placed with the terminal.

Orders for tonnage will be placed with the successful qualified bidder beginning June 1, 2020. All salt will be delivered by May 31, 2021. No further orders will be given after that date unless authorized by the County Authorized Representative or designee. Contract renewals will incorporate similar timelines for consecutive years.

QUANTITIES:

See Bid Pricing in Section 7 for quantities and locations.

DuPage County Division of Transportation has included a quantity which is an estimate only, for Standard Delivery. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (STANDARD DELIVERY). DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

The Agency/Townships/Municipalities (Group 2) intend to make initial orders as indicated under Group 2 with delivery expected by 11/30/20. Bidders are required to provide a unit price for this 100% guaranteed delivery. (EARLY DELIVERY). The Townships/Municipalities section has included an additional quantity which is an estimate only. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (STANDARD DELIVERY). The Townships/Municipalities agree to purchase at least 80% of the quantity shown. If the Townships/Municipalities do not utilize or order the 80%, the Townships/ Municipalities will pay for the 80% and it will be stored at the terminal, for delivery to the Townships/ Municipalities at a later date. This will be handled at no additional charge to the Townships/ Municipalities.

THIRD PARTY OR ACTING IN THE BEST INTEREST OF THE CITIZENS OF DUPAGE COUNTY:

In cases where other governmental agencies in DuPage County are unable to obtain bulk rock salt, DuPage County Division of Transportation reserves the rights and obligation to sell salt or give salt (to be reimbursed at a later date) to governmental agencies without any recourse from the Awarded Contractor. This will be done at the contracted cost given to DuPage County Division of Transportation by the Awarded Contractor and at no time shall a profit be made by DuPage County Division of Transportation.

STOCKING REQUIREMENTS:

Within thirty (30) days of the notice of award (issuance of purchase order) the Contractor will be required to provide DuPage County with their salt source and local terminal information. One hundred thirty percent (130%) of the standard delivery quantity listed will be required to be in stock at a local terminal by December 1, 2020. This requirement shall be fulfilled each December 1st, with each contract renewal.

DuPage County reserves the right to inspect the awarded Contractor's local terminal to verify for quantity and condition of salt, as required in the Specifications.

SECTION 6 - INSURANCE REQUIREMENTS

Upon notice of acceptance of proposal, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a Certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County and licensed to do business in the State of Illinois, and with a minimum insurance rating of A-VII as found in the current edition of A.M. Best's Key Rating Guide. All required insurance shall be maintained by the contractor in full force and effect during the life of the contractor, and until such a time as all work has been approved and accepted by the County. The Contractor is responsible for all insurance deductibles and Self-Insured relations.

TYPE OF INSURANCE		MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1.	Workers Compensation	Statutory
2.	Employers Liability	
	A. Each Accident	\$ 1,000,000
	B. Each Employee-disease	\$ 1,000,000
	C. Policy Aggregate-disease	\$ 1,000,000
3.	* Commercial General Liability	
	A. Per Occurrence	\$ 2,000,000
	B. General Aggregate	
	1. General Aggregate- Per project	\$ 2,000,000
	2. General Aggregate - Products/ Completed Operations	\$ 2,000,000
4.	Personal and Advertising Injury	\$ 1,000,000
	Each Occurrence	\$ 1,000,000
5.	Fire Legal Liability (any one fire)	\$ 100,000
6.	Medical Expense (any one person)	\$ 5,000
7.	* Umbrella Excess Liability (over primary)	\$ 1,000,000
	Retention for Self-Insured Hazards (each occurrence)	\$ 1,000,000
8.	* Business Auto Liability	\$ 1,000,000

*In addition to a Certificate of Insurance the following Endorsements are needed:

"Additional Insured" Endorsement,

"Waiver of Subrogation" and

"Insurance is Primary and Non-Contributory to additional Insured" Excess must Follow GL Form.

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion. At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

- NOTE:
- A) It is the responsibility of Contractor to provide a copy of this PROPOSAL to their insurance carrier.
 - B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.
 - C) No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance.

The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

CHANGES IN INSURANCE COVERAGE:

The Contractor will immediately notify the County if any insurance has been cancelled, materially changed, or renewal has been refused and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits. If suspension of work should occur due to insurance requirements, upon verification by the County of the required insurance the County will notify Contractor when they can proceed with the work. Failure to provide and maintain the required insurance coverage(s) and limits could result in immediate cancellation of the contract and the Contractor shall accept and bear all costs that may result due to the Contractor's failure to provide and maintain the required insurance.

INSURANCE RATING:

All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION:

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

NOTICE OF LAWSUIT:

Within 5 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

CHOICE OF LEGAL COUNSEL:

The Contractor shall provide coverage as provided in the contract, if the County, an Employee, or Elected Official is named in a lawsuit then the County retains the right to choose legal counsel subject to the approval of the County and appointment by the State's Attorney of DuPage County.

RIGHTS RETAINED:

Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to the County.

Insurance certificates must reference project name and bid number

The County of DuPage shall be named in "Description of Operations..." section, as additionally insured on all certificates of insurance. Insurance certificates shall also reference PROJECT NAME and BID NUMBER. coverages should be emailed (and hard copy mailed) to:

DuPage County Procurement Services Division
421 N. County Farm Road, 3-400
Wheaton, IL 60187
donna.weidman@dupageco.org

SECTION 7 – REQUIRED FORMS TO BE COMPLETED, SIGNED AND RETURNED WITH BID**BID PRICING:**

The Contractor is to provide a unit price per ton. DuPage County will require a 5% bid security to be submitted with the bid, The Awarded Contractor will also be required to furnish a 20% Performance Bond and Certificate of Insurance, within 10 days of the Notice of Award (as outlined in the Special Conditions). Similar conditions will apply to Group 2.

GROUP 1 – DUPAGE COUNTY

All Product to be shipped F.O.B. Delivered, freight prepaid, 140 N. County Farm Road, Wheaton, IL 60187 or 7900 S. Rt. 53, Woodridge, IL 60517.

STANDARD DELIVERY – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. The DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

ITEM	UOM	QUANTITY	UNIT PRICE	EXTENDED PRICE
BULK ROCK SALT	TON	15,000	\$81.13	\$1,216,950.00
TOTAL GROUP 1				\$1,216,950.00
UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE			\$91.13	

SHIPPING AND BILLING INFORMATION FOR GROUP 1:

BILL TO ADDRESS:	SHIP TO ADDRESS:
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org	DuPage County Division of Transportation Attn: Jason Walsh 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6925 Jason.Walsh@dupageco.org
Same	DuPage County Public Works Attn: Jason Walsh 7900 S. Rt. 53 Woodridge, IL 60517 TX: (630) 407-6925 Jason.Walsh@dupageco.org

GROUP 2 – AGENCY/TOWNSHIPS/MUNICIPALITIES

All Product to be shipped F.O.B. Delivered, freight prepaid, to the locations listed. Each Agency/Township/Municipality will make an independent determination on whether it will enter into this agreement with the Awarded Contractor.

A – EARLY DELIVERY – 100% Confirmed quantities. Delivery by November 30, 2020

ITEM	UOM	QTY	UNIT PRICE	EXTENDED PRICE
Bulk Rock Salt	TON	4,000	\$ 85.11	\$ 340,440.00
TOTAL GROUP 2-A				\$ 340,440.00

B – STANDARD DELIVERY – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. If the Agency/Township/Municipality agrees to enter into an agreement with the Awarded Contractor, the Township/Municipality agrees to purchase at least 80% of the quantity shown. If the Agency/Township/ Municipality does not utilize or order the 80%, the Agency/Township/ Municipality will pay for the 80% and it will be stored at the terminal, for delivery to the Agency/Township/ Municipality at a later date. This will be handled at no additional charge to the Contracting Agency/Township/Municipality.

ITEM	UOM	QTY	UNIT PRICE	EXTENDED PRICE
Bulk Rock Salt	TON	55,020	\$ 81.13	\$ 4,463,772.60
TOTAL GROUP 2-B				\$ 4,463,772.60
UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE			\$ 91.13	

LOCATION	BILL TO	SHIP TO	UNIT OF MEASURE	Group 2A 100% Confirmed Quantities – Delivery is no later than 11/30/2020	Group 2B 80-130% Estimated Quantities – Standard Delivery
Addison Township	411 W. Potter Wood Dale, IL 60191	411 W. Potter Wood Dale, IL 60191	TON	0	500
Addison, Village of	1491 W. Jeffrey Drive Addison, IL 60101-4331	1491 W. Jeffrey Drive Addison, IL 60101-4331	TON	0	2,100
Aurora, City of	44 E. Downer Place Aurora, IL 60507	City of Aurora Central Garage 720 N. Broadway Aurora, IL 60505 or 2112 Montgomery Rd Aurora, IL 60504	TON	0	8,500
Bartlett, Village of	228 S. Main Street Bartlett, IL 60103	1150 Bittersweet Drive Bartlett, IL 60103 or 315 E. Devon Ave. Bartlett, IL 60103	TON	0	1,000
Bensenville, Village of	717 E. Jefferson St. Bensenville, IL 60106	717 E. Jefferson St. Bensenville, IL 60106	TON	0	500
Bloomington Township	6N030 Rosedale Ave. Bloomington, IL 60108	6N030 Rosedale Ave. Bloomington, IL 60108	TON	0	1,500
Bloomington, Village of	201 S. Bloomington Rd Bloomington, IL 60108	305 Glen Ellyn Road Bloomington, IL 60108	TON	0	1,500
Carol Stream, Village of	124 Gerzevske Lane Carol Stream, IL 60188	124 Gerzevske Lane Carol Stream, IL 60188	TON	0	2,300
Clarendon Hills	1 N. Prospect Ave. Clarendon Hills, IL 60514	452 Park Ave. Clarendon Hills, IL 60514	TON	0	500
Darien, City of	1041 S. Frontage Road Darien, IL 60561	1041 S. Frontage Road Darien, IL 60561	TON	300	2,500
Downers Grove Township	4340 Prince St. Downers Grove, IL 60515	318 E. Quincy Westmont, IL 60559	TON	0	1,200
Downers Grove, Village of	5101 Walnut Ave. Downers Grove, IL 60515	5101 Walnut Ave. Downers Grove, IL 60515	TON	2,700	0

DuPage Airport Authority	2700 International Drive Suite 200 West Chicago, IL 60185	2751 Aviation Ave. West Chicago, IL 60185	TON	0	120
Glen Ellyn, Village of	30 S. Lambert Glen Ellyn, IL 60137	30 S. Lambert Glen Ellyn, IL 60137	TON	0	1,500
Hanover Park, Village of	2121 W. Lake St. Hanover Park, IL 60133	2121 W. Lake St. Hanover Park, IL 60133	TON	0	1,800
Hinsdale, Village of	19 E. Chicago Ave. Hinsdale, IL 60523	225 Symonds Drive Hinsdale, IL 60521	TON	0	700
Itasca, Village of	411 N. Prospect Ave. Itasca, IL 60143	411 N. Prospect Ave. Itasca, IL 60143	TON	0	1,200
Lisle Township	4719 Indiana Ave. Lisle, IL 60532	4719 Indiana Ave. Lisle, IL 60532	TON	0	800
Lisle, Village of	925 Burlington Lisle, IL 60532	4905 Yackley Ave. Lisle, IL 60532	TON	0	1,800
Lombard, Village of	255 E. Wilson Ave. Lombard, IL 60148	1135 N. Garfield Lombard, IL 60148	TON	0	2,500
Milton Township	23W040 Poss St. Glen Ellyn, IL 60137	23W040 Poss St. Glen Ellyn, IL 60137	TON	0	1,800
Naperville Township	31W331 North Aurora Rd. Naperville, IL 60563	31W331 North Aurora Rd. Naperville, IL 60563	TON	0	400
Oakbrook, Village of	1200 Oak Brook Road Oak Brook, IL 60523	3003 Jorie Blvd. Oak Brook, IL 60523	TON	0	750
Schaumburg, Village of	101 Schaumburg Ct. Schaumburg, IL 60193	714 S. Plum Grove Road Schaumburg, IL 60193	TON	1,000	4,000
Villa Park, Village of	20 S. Ardmore Ave. Villa Park, IL 60181	729 N. Ardmore Ave. Villa Park, IL 60181	TON	0	600
Warrenville, City of	3S258 Manning Ave. Warrenville, IL 60555	3S346 Mignin Drive Warrenville, IL 60555	TON	0	1,300
Wayne Township	4N230 Klein Road West Chicago, IL 60185	4N230 Klein Road West Chicago, IL 60185	TON	0	250
West Chicago, City of	475 Main St. West Chicago, IL 60185	135 W. Grandlake Blvd. West Chicago, IL 60185 or 1350 W. Hawthorne Lane West Chicago, IL 60185	TON	0	3,000
Westmont, Village of	31 W. Quincy St. Westmont, IL 60559	39 E. Burlington Ave. Westmont, IL 60559	TON	0	800
Wheaton, City of	303 W. Wesley, PO Box 727 Wheaton, IL 60187	820 W. Liberty Drive Wheaton, IL 60189	TON	0	3,300

Willowbrook, Village of	835 Midway Drive Willowbrook, IL 60527	700 Willowbrook Centre Parkway Willowbrook, IL 60527	TON	0	800
Winfield, Village of	27W465 Jewell Road Winfield, IL 60190	0S040 Wynwood Road Winfield, IL 60190	TON	0	600
Winfield Township	30W575 Roosevelt Rd. West Chicago, IL 60185	30W575 Roosevelt Rd. West Chicago, IL 60185	TON	0	800
Wood Dale, City of	720 N. Central Ave. Wood Dale, IL 60191	720 N. Central Ave. Wood Dale, IL 60191	TON	0	800
Woodridge, Village of	One Plaza Drive Woodridge, IL 60517	One Plaza Drive Woodridge, IL 60517 or 7900 IL Rt. 53 Woodridge, IL 60517	TON	0	2,300
York Township	19W475 Roosevelt Road Lombard, IL 60148	19W475 Roosevelt Road Lombard, IL 60148	TON	0	1,000
GRAND TOTAL				4000	55,020

BID FORM

BID 20-035-DOT BULK ROCK SALT

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Compass Minerals America Inc
Main Business Address	9900 West 109th Street, Suite 100
City, State, Zip Code	Overland Park, KS 66210
Telephone Number	800-323-1641 Opt 2 (Sales Managr), Opt 1 (Orders, Customer Service)
Fax Number	913-338-7945 (Cust Serv/Sales) or 913-433-9616 (Orders)
Bid Contact Person	Sean Lierz, Senior Sales Manager
Email Address	lierzs@compassminerals.com or highwaygroup@compassminerals.com

TO: The DuPage County Procurement Services

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor ☐ a Member authorized to sign on behalf of the Partnership ☒ an Officer of the Corporation ☐ a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Kevin S. Crutchfield, President & CEO
(President or Partner)
Zoe Vantzog, Secretary
(Secretary or Partner)

Jon Schnieders, Vice President, Salt
(Vice-President or Partner)
James D. Standen, CFO & Treasurer
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1, and issued thereto;

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and

held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

BID FORM SIGNATURE PAGE

TOTAL BID AMOUNT – GROUP 1: \$ 1,216,950.00
Total (in figures)

One million, two hundred sixteen thousand, nine hundred fifty Dollars and zero Cents.
Total (In words)

TOTAL BID AMOUNT – GROUP 2: \$ 4,804,212.60
Total (in figures)

Four million, eight hundred four thousand, two hundred twelve Dollars and sixty Cents.
Total (In words)

The Contractor agrees to provide the services as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained.

Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X

*Senior Manager
Highway Sales*

(Signature and Title)

CORPORATE SEAL

(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this _____ day of _____ AD, 20_____

(Notary Public)

My Commission Expires: _____

SEAL

1. IRS FORM W-9

This form can be found attached, or at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

2. REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

This form can be found attached, or at the following link: <https://www.dupageco.org/Finance/Procurement/1316/>

W9 FORM

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
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.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>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.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ </div> <div style="width: 35%;"> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </div> </div>		
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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (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 <i>How to get a TIN</i> , later.		
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Social security number <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> </div> <div style="width: 35%;"> Employer identification number <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> </div> </div>		
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 ▶ _____	Date ▶ _____
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.		

Request for Taxpayer Identification Number and Certification

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

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

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. Compass Minerals America 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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 9900 West 109th Street, Suite 100	Requester's name and address (optional)
6 City, state, and ZIP code Overland Park, KS 66210		
7 List account number(s) here (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								
4	8		-	1	0	4	7	6
								3
								2

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ► <i>Mary Wells</i>	Date ► <i>3/11/2020</i>
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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.

VENDOR ETHICS DISCLOSURE



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 #: **Bid 20-035-DOT**

Company Name: Compass Minerals America Inc	Company Contact: Sean Lierz, Senior Sales Manager
Contact Phone: 913-344-9330 or 800-323-1641 Opt 2	Contact Email: LierzS@compassminerals.com

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

- 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**

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

- 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**

Add Line	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
x	Sean Lierz, Senior Sales Manager	913-344-9330	LierzS@compassminerals.com
x	Julia Yates, Sales Support Coordinator	913-344-9117	YatesJ@compassminerals.com

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

Joel Gardes
Senior Manager Highway Sales
3/26/2020

Attach additional sheets if necessary. Sign each sheet and number each page. Page **1/1** of **1** (total number of pages)

JOINT PURCHASING AGREEMENT

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 _____ NO X

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

 n/a

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

The bidder must list three (3) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months.

COMPANY NAME:	IL DOT District 1
ADDRESS:	201 W Center Court
	Schaumburg, IL 60196
CONTACT PERSON:	Michael LaBree
TELEPHONE NUMBER:	847-705-4177

COMPANY NAME:	McHenry CHD
ADDRESS:	16111 Nelson Road
	Woodstock, IL 60098
CONTACT PERSON:	Ed Markison
TELEPHONE NUMBER:	815-334-4973

COMPANY NAME:	Illinois Tollway
ADDRESS:	P O Box 3094
	Attn: Contract Admin
	Lisle, IL 60532
CONTACT PERSON:	Kevin Ganzer
TELEPHONE NUMBER:	630-241-6800 ext 4967

COMPANY NAME:	City of Crystal Lake
ADDRESS:	P O Box 597
	Crystal Lake, IL 60039
CONTACT PERSON:	Larry Zurek
TELEPHONE NUMBER:	815-356-3744

SAMPLE
SECTION 8 - SAMPLE CONTRACT AGREEMENT
CONTRACT 20-035-DOT BETWEEN [CONTRACTOR]
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this _____ day of _____, 2020, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and _____, licensed to do business in the State of Illinois, located at _____, _____ (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid #20-035-DOT for its Department of _____, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

- 1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:
 - 1.1.a Project Information
 - 1.1.b Instructions to Bidders
 - 1.1.c General Conditions
 - 1.1.d Special Conditions
 - 1.1.e Insurance/Bonding Requirements and Certificates
 - 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
 - 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
 - 1.1.h Exhibits
 - 1.1.i County Purchase Order
- 1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.
- 1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" controls over "b".

2.0 DURATION OF THIS CONTRACT

- 2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a ____ year period beginning on XX/XX/XXXX and continuing through XX/XX/XXXX.
- 2.2 the Contract term is subject to renewal per the Bid Invitation Specifications.
In no event, shall the term plus renewals exceed four (4) years.

3.0 TERMINATION

- 3.1 Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
- 3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall

provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4.0 BID PRICES AND PAYMENT

4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.

4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

5.1 This Contract may be amended by agreement of both parties.

5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT – ATTORNEY’S FEES

6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney’s fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY CLAUSE

7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court’s determination shall not affect the validity or enforceability of the remaining portions of this Contract.

8.0 GOVERNING LAW

8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

9.0 ENTIRE AGREEMENT

9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

THE COUNTY OF DUPAGE, ILLINOIS

CONTRACTOR

By: _____

SIGNATURE

James McGuire

PRINTED NAME

Procurement Officer

PRINTED TITLE

DATE

By: _____

SIGNATURE

PRINTED NAME

PRINTED TITLE

DATE

SECTION 9 – OUTSIDE ENVELOPE BID LABEL

SEALED BID PROPOSAL

INVITATION #: 20-035-DOT

OPENING DATE: 03/31/2020

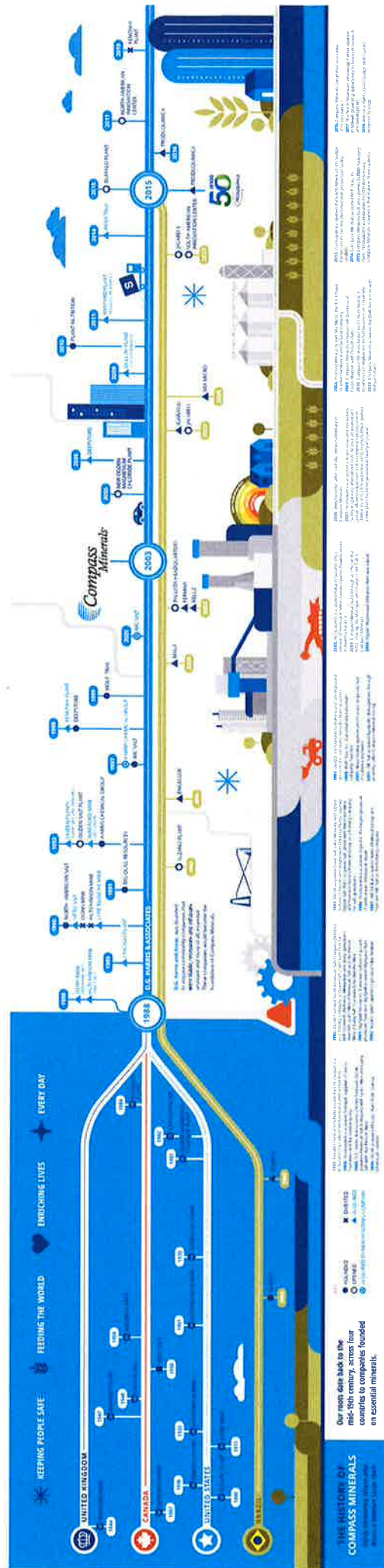
OPENING TIME: 3:30 P.M.

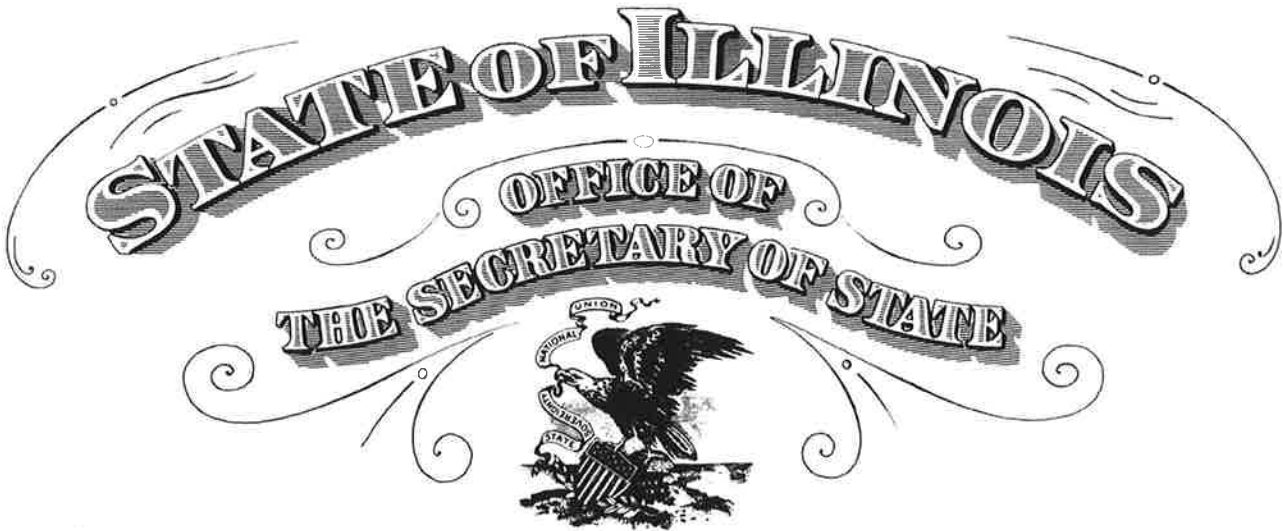
DESCRIPTION: BULK ROCK SALT

COMPANY NAME: Compass Minerals America Inc.

DATED MATERIAL-DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE)
TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL
TO HELP ENSURE PROPER DELIVERY!





To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

COMPASS MINERALS AMERICA INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON DECEMBER 30, 1988, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 23RD
day of MARCH A.D. 2020 .***

Jesse White

SECRETARY OF STATE

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NORTH AMERICAN SALT COMPANY", CHANGING ITS NAME FROM "NORTH AMERICAN SALT COMPANY" TO "COMPASS MINERALS AMERICA INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JULY, A.D. 2014, AT 4:01 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

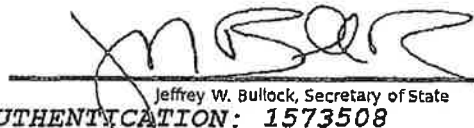
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF AUGUST, A.D. 2014.

2149843 8100

141004732

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1573508

DATE: 07-28-14

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION**

NORTH AMERICAN SALT COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

1. That at a meeting of the Board of Directors of **North American Salt Company** resolutions were duly adopted setting forth a proposed amendment of the Second Amended and Restated Certificate of Incorporation of the Corporation, declaring such amendment to be advisable and calling a meeting of the stockholder of the Corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Second Amended and Restated Certificate of Incorporation of the Corporation be amended by changing the Article numbered "**FIRST**" so that, as amended, such Article shall be and read as follows:


FIRST: The name of the Corporation is Compass Minerals America Inc. (hereinafter called the "Corporation").

2. That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of the Corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

3. That the amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

4. That this amendment shall be effective on the 1st day of August, 2014.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed this 28th day of July, 2014.

By: 

Rodney L. Underdown
Chief Financial Officer and Secretary

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
COMPASS MINERALS AMERICA INC.**

Effective March 3, 2020

The undersigned, being all of the members of the board of directors of Compass Minerals America Inc., a Delaware corporation (the "Corporation"), hereby consent in writing pursuant to Section 141(f) of the Delaware General Corporation Law to the adoption of the following resolutions without a meeting and waive any notice required in connection therewith.

Authorized Signatories

WHEREAS, from time to time, it is desirable for individuals to sign documents on behalf of the Corporation in connection with sales transactions relating to the Corporation's Highway Sales Department.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals (the "Authorized Signatories") be, and each of them hereby is, authorized, subject to applicable limitations under the Corporation's Delegation of Authority Policy, on behalf of the Corporation, to sign bids, performance bonds and contracts for the sale of sodium chloride and other deicing products, and to sign any other documents which, in his or her opinion, are necessary or desirable in order to effectuate and carry out the foregoing, and all other individuals who were so authorized prior to the date first written above are no longer so authorized:

Kevin S. Crutchfield	President and CEO
James D. Standen	Chief Financial Officer and Treasurer
S. Bradley Griffith	Chief Commercial Officer
Jon Schnieders	Vice President, Salt
Ryan Royer	National Sales Manager
Sean Lierz	Highway Sales Senior Manager
Joel Gerdes	Highway Sales Senior Manager
Douglas Dyer	Highway Sales Manager
Harrison Green	Highway Sales Manager
Matthew Denner	Sales Manager
Teresa Wilde	Sales Manager
Joe Uriell	Director, Sales Industrial
Zoe Vantzios	Secretary

General

RESOLVED, that the officers of the Corporation are, and each of them is, hereby authorized, for and on behalf of the Corporation, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby; and

FURTHER RESOLVED, that any actions previously taken or caused to be taken by any officer of the Corporation or any Authorized Signatory in connection with the matters contemplated by these resolutions, or in carrying out the terms and intentions of the above resolutions, are hereby acknowledged to be duly authorized acts performed on behalf of the Corporation and are hereby ratified, confirmed and adopted as such.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this consent to be duly executed as of the date first written above. This consent may be executed via .pdf, facsimile or other electronic means and in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.



James D. Standen



Zoe A. Vantzios



Goderich - US Bulk Deicing Salt

Product Data Sheet

Production Location

Goderich, Ontario - Canada

Product Description

Rock salt obtained by conventional mining methods, crushed, and screened to size.

Method of Analysis

American Society for Testing and Materials Procedures D632 and E534. All other testing is from Compass Minerals internal quality control procedures, which are available upon request.

Physical Properties

Bulk Density - 1220 kg/m³ (76 lbs/ft³), average particle size 0.011"

Chemical Analysis Before Admixing (99.7% Confidence)			Typical	Range
Sodium Chloride	NaCl	(%)	96.5	94.1 - 98.9
Calcium Sulfate	CaSO ₄	(%)	2.7	0.9 - 4.5
Calcium Chloride	CaCl ₂	(%)	0.00	0.00 - 0.01
Magnesium Chloride	MgCl ₂	(%)	0.03	0.00 - 0.08
Sodium Sulphate	NaSO ₄	(%)	0.00	0.00 - 0.03
Moisture		(%)	0.3	0.00 - 1.1
Water Insolubles		(%)	0.8	0.1 - 1.5
Calcium	Ca	ppm	7948	2649 - 13247
Magnesium	Mg	ppm	224	0 - 204
Sulphate	SO ₄	ppm	19051	6350 - 31752

Admixture

Yellow Prussiate of Soda (YPS) added - If requested by customer

TYPICAL SCREEN ANALYSIS

% Passing (99.7% Confidence)

USS Mesh	Tyler Mesh	Open (in.)	Typical Passing %	Range %
0.500	0.500	0.500	99.8	98.9 - 100
3/8	0.371	0.374	97.2	93.5 - 100
4	4	0.187	78.6	63.8 - 89.8
8	8	0.093	47.6	34.3 - 60.9
16	14	0.048	27.3	18.4 - 36.2
30	28	0.023	15.6	9.7 - 21.5

Average Particle Size 0.011 inches (7.25 mesh)

Packaging			
UPC Code	Product Code	New Product Code	Bag Size (Lbs.)
	6615	613544	Bulk

Compass Minerals America Inc.
9900 West 109th Street - Suite 100
Overland Park, KS 66210
Phone 800-323-1641 Fax 800-359-7258

This information is based on our present state of knowledge and is intended to provide general notes on the product(s) supplied by us and their uses. The information should not be construed as a specific property promise or guarantee of the product(s).

March 2019

Product Data Sheet

Production Location

Cote Blanche, Louisiana-USA

Product Description

- Rock salt obtained by conventional mining methods, crushed, and screened to size.
- No more than 15% of product passes 30-mesh screen

Chemical Analysis

Constituent	Formula		Typical %	Range
Sodium Chloride	NaCl	(%)	98.44	98.2 - 99.2
Calcium Sulfate	CaSO ₄	(%)	1.27	0.38 - 1.7
Calcium Chloride	CaCl ₂	(%)	0.03	0 - 0.24
Magnesium Chloride	MgCl ₂	(%)	0.01	0 - 0.04
Water Insolubles		(%)	0.2	0.00 - 0.77
Calcium	Ca	ppm	3837	860 - 5535
Magnesium	Mg	ppm	35.5	0 - 101
Sulfate	SO ₄	(%)	9265	2371 - 12273
Moisture	H ₂ O	(%)	0.19	0 - 1

Method of Analysis

American Society for Testing and Materials Procedures D632 and E534. All other testing is from Compass Minerals internal quality control procedures, which are available upon request.

Physical Properties

Bulk Density - (72 lbs/ft³)

Admixture

Yellow Prussiate of Soda (YPS) added to a max of 50 ppm

Typical Screen Data

U.S.S. Mesh	Tyler Mesh	Open (Inches)	Typical % Passing	Range % Passing
3/4	0.375	0.375	100	100
1/2	1/2	0.5	99.6	98.1 - 100
0.375	0.375	0.375	95.3	87 - 100
4	4	0.1870	73.4	40 - 100
8	8	0.0937	42.2	5 - 80
16	14	0.0464	19.2	0 - 40
30	28	0.0234	8.5	0 - 20

Average particle size 0.162 inches (5.11 mesh)

Packaging

Bag Size	UPC Code	Old Product Code	New SKU
Bulk	0 67568-76080 7	7608	613624



SAFETY DATA SHEET

1. Product and Company Identification

Product identifier	Salt
Other means of identification	American Backwoods Animal Nutrition Products Sodium Chloride Sifto Safe Step Standard Salt Sifto Ice Salt Sifto Sodium Chloride Sifto Safe Step EnviroGuard QwikSalt Ice-A-Way IceAway Turbo IceAway Turbo Blue Safe Step 3300 Aspen Aspen Blue Safe Step 4300 Dual Blend Safe Step 4300 Dual Blend Blue EconoBlend 370 Winter Storm Winter Storm Blue Safe Step Pro Series 550 Safe Step Pro Series 570 Safe Step 6300 Enviro Blend Safe Step Pro Series 960 Choice Formula Safe Step Sure Paws Sifto Safe Step Sure Paws American Stockman Animal Nutrition Products Nature's Own water care products Sure Soft water care products Natural Salt water care Pro Soft water care products Salt brine Thawrox Treated salt Commercial bulk rock salt Safe Step Pro Series 950 MaxiFonte Solar salt Canadian Stockman Animal Nutrition products Sifto pool salt Crystal Plus
Recommended use	De-icer. General industrial and water softening/conditioning purposes. Animal Nutrition.
Recommended restrictions	None known.
Manufacturer	Compass Minerals USA Inc. 9900 West 109th Street, Suite 100 Overland Park, KS 66210 US 913-344-9200 CHEMTREC 1-800-424-9300 CANUTEC 1-613-996-6666

2. Hazards Identification

Physical hazards	Not classified.
Health hazards	Not classified.
Environmental hazards	Not classified.
OSHA defined hazards	Not classified.
Label elements	
Hazard symbol	None.
Signal word	None.
Hazard statement	The product and/or mixture does not meet the criteria for classification.

Precautionary statement	
Prevention	Observe good industrial hygiene practices.
Response	Wash hands after handling.
Storage	Store away from incompatible materials, i.e. strong oxidizing agents (see Section 10)
Disposal	Dispose of waste and residues in accordance with local authority requirements.
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	Not applicable.

3. Composition/Information on Ingredients

Mixture	
Composition comments	The criteria for listing components in this section are: Carcinogens, Respiratory Sensitizers, Mutagens, Teratogens and Reproductive toxins are listed when present at 0.1% or greater; components which are otherwise hazardous according to WHMIS/OSHA are listed when present at 1.0% or greater. Non hazardous components are not listed. The products pertaining to this SDS have various proportions of components which do not meet the listing criteria.

4. First Aid Measures

Inhalation	Avoid breathing dust. If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Call a physician if symptoms develop or persist.
Skin contact	Rinse skin with water/shower. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. If ingestion of a large amount does occur, seek medical attention.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.

5. Fire Fighting Measures

Suitable extinguishing media	Salt and salt mixtures are non-combustible.
Unsuitable extinguishing media	Not applicable.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Use appropriate firefighting PPE as a general precaution.
Fire-fighting equipment/instructions	Salt is not combustible and is thus not the material of concern for firefighting equipment or methods.
Specific methods	In the event of a fire, equipment and methods that are consistent with the combusting material should be utilized.
General fire hazards	No unusual fire or explosion hazards noted.
Hazardous combustion products	Chlorine. Hydrogen chloride. Oxides of sodium.
Explosion data	
Sensitivity to mechanical impact	Not available.
Sensitivity to static discharge	Not available.

6. Accidental Release Measures

Personal precautions, protective equipment and emergency procedures	Restrict area to facilitate clean up.
Methods and materials for containment and cleaning up	Stop the flow of material, if this is without risk. Prevent direct entry into waterways and sewers. Following product recovery, flush area with water if necessary. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid direct release into waterways and sewers.

7. Handling and Storage

Precautions for safe handling	Use care in handling/storage. Avoid breathing dust.
--------------------------------------	-----------------------------------------------------

Conditions for safe storage,
including any incompatibilities

Store in original tightly closed container. Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)

8. Exposure Controls/Personal Protection

Occupational exposure limits

No exposure limits noted for ingredient(s).

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering
controls

TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust: Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL.

TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust: Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV.

Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits.

Individual protection measures, such as personal protective equipment

Eye/face protection

Safety glasses if eye contact is possible.

Skin protection

Hand protection

If there is constant skin contact, rubber gloves are recommended.

Other

Wear suitable protective clothing.

Respiratory protection

No personal respiratory protective equipment normally required.

Thermal hazards

Not applicable.

General hygiene
considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment.

9. Physical and Chemical Properties

Appearance

Crystalline.

Physical state

Solid.

Form

Solid.

Color

Varies

Odor

Odorless

Odor threshold

Not applicable

pH

6 - 8 (Neutral)

Melting point/freezing point

Not applicable

Initial boiling point and boiling
range

Not applicable

Pour point

Not applicable

Specific gravity

Not applicable

Partition coefficient
(n-octanol/water)

Not applicable

Flash point

Not applicable

Evaporation rate

Not applicable

Flammability (solid, gas)

Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower
(%)

Not applicable

Flammability limit - upper
(%)

Not applicable

Explosive limit - lower (%)

Not applicable

Explosive limit - upper (%)

Not applicable

Vapor pressure

Not applicable

Vapor density

Not applicable

Relative density

Not applicable

Solubility(ies)

Not available.

Auto-ignition temperature

Not applicable

Decomposition temperature	Not applicable
Viscosity	Not applicable

10. Stability and Reactivity

Reactivity	None known.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Chemical stability	Material is stable under normal conditions.
Conditions to avoid	Contact with incompatible materials, i.e strong oxidizing agents.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	Chlorine gas. Hydrogen chloride. Oxides of sodium.

11. Toxicological Information

Information on likely routes of exposure

Ingestion	Expected to be a low ingestion hazard.
Inhalation	No adverse effects due to inhalation are expected.
Skin contact	No adverse effects due to skin contact are expected.
Eye contact	Direct contact with eyes may cause temporary irritation.

Symptoms related to the physical, chemical and toxicological characteristics
Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity Not classified.

Product	Species	Test Results
---------	---------	--------------

Salt (CAS Mixture)

Acute

Inhalation

LC50

Rat

21 mg/L, estimated

Skin corrosion/irritation Prolonged skin contact may cause temporary irritation.

Exposure minutes Not available.

Erythema value Not available.

Oedema value Not available.

Serious eye damage/eye irritation Direct contact with eyes may cause temporary irritation.

Corneal opacity value Not available.

Iris lesion value Not available.

Conjunctival reddening value Not available.

Conjunctival oedema value Not available.

Recover days Not available.

Respiratory or skin sensitization

Respiratory sensitization Not available.

Skin sensitization This product is not expected to cause skin sensitization.

Germ cell mutagenicity No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Mutagenicity No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Teratogenicity Not classified.

Specific target organ toxicity - single exposure Not classified.

Specific target organ toxicity - repeated exposure Not classified.

Aspiration hazard Not classified.

Chronic effects	Not classified.
Further information	This product has no known adverse effect on human health.
Name of Toxicologically Synergistic Products	Not available.

12. Ecological Information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Mobility in general	Not available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal Considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers in accordance with applicable regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport Information

U.S. Department of Transportation (DOT)	Not regulated as dangerous goods.
Transportation of Dangerous Goods (TDG - Canada)	Not regulated as dangerous goods.

15. Regulatory Information

Canadian federal regulations	This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations.
WHMIS status	Not Controlled
US federal regulations	
TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)	
Not regulated.	
CERCLA Hazardous Substance List (40 CFR 302.4)	
Not listed.	
Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)	
Not regulated.	
Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List	
Not regulated.	
Superfund Amendments and Reauthorization Act of 1986 (SARA)	
Hazard categories	Immediate Hazard - No Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No
SARA 302 Extremely hazardous substance	No
SARA 311/312 Hazardous chemical	No
SARA 313 (TRI reporting)	
Not regulated.	

Other federal regulations

Safe Drinking Water Act (SDWA) Not regulated.

Food and Drug Administration (FDA) Not regulated.

US state regulations

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

Not listed.

US. Massachusetts RTK - Substance List

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

Not regulated.

US. Rhode Island RTK

Not regulated.

Inventory status

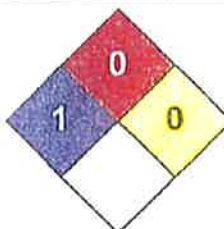
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

16. Other Information

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

HEALTH	/ 1
FLAMMABILITY	0
PHYSICAL HAZARD	0
PERSONAL PROTECTION	X

**Disclaimer**

The information in the sheet was written based on the best knowledge and experience currently available. Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

Issue date

28-September-2015

Effective date

01-August-2014

Expiry date

01-August-2017

Further information

Not available.

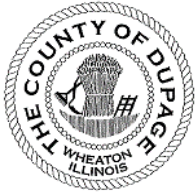
Prepared by

Dell Tech Laboratories, Ltd. Phone: (519) 858-5021

Other information

This Safety Data Sheet was prepared to comply with the current OSHA Hazard Communication Standard (HCS) adoption of the Globally Harmonized System of Classification and Labeling of Chemicals (GHS).

This SDS conforms to the ANSI Z400.1/Z129.1-2010 Standard.



**THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT**

**BULK ROCK SALT 20-035-DOT
BID TABULATION**

				✓		✓					
				COMPASS MINERALS AMERICA INC.		DETROIT SALT COMPANY		MORTON SALT, INC.		CARGILL INC	
No.	Item	Unit	Qty	Price	Extended Price	Price	Extended Price	Price	Extended Price	Price	Extended Price
1	Group 1 - DuPage County Standard Delivery	Ton	15,000	\$ 81.13	\$ 1,216,950.00	\$ 82.63	\$ 1,239,450.00	\$ 88.87	\$ 1,333,050.00	\$ 93.41	\$ 1,401,150.00
2	Purchase for 130% -150% of Projected Usage	Ton	1	\$ 91.13		\$ 98.35		No Bid		\$ 113.41	
	GRAND TOTAL GROUP 1				\$ 1,216,950.00		\$ 1,239,450.00		\$ 1,333,050.00		\$ 1,401,150.00
3	Group 2A - Townships/Municipalities Early Delivery	Ton	4,000	\$ 85.11	\$ 340,440.00	\$ 82.63	\$ 330,520.00	\$ 84.23	\$ 336,920.00	\$ 93.41	\$ 373,640.00
4	Group 2B - Townships/Municipalities Standard Delivery	Ton	55,020	\$ 81.13	\$ 4,463,772.60	\$ 82.63	\$ 4,546,302.60	\$ 88.87	\$ 4,889,627.40	\$ 93.41	\$ 5,139,418.20
5	Purchase for 130% -150% of Projected Usage	Ton	1	\$ 91.13		\$ 98.35		No Bid		\$ 113.41	
	GRAND TOTAL GROUP 2			\$	4,804,212.60	\$	4,876,822.60	\$	5,226,547.40	\$	5,513,058.20

NOTES

1) For both Group 1 – DuPage County and Group 2 – Townships/Municipalities, the minimum contract commitment is eighty percent (80%) of the standard delivery quantity.

Invitations Sent	5
Potential Bidders Requesting Bid Documents	15
Total Bid Responses Received	4
Bid Opening Attended	DW, JM

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**April 14, 2020**DESCRIPTION:**

Resolution Waiving Competitive Bidding and Authorizing the Execution of a Purchase Order to Xylem, Inc. for the Emergency Pump Replacement (Pump #1) at the York Road Lift Station in the Amount of \$45,053.79

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

The Village of Bensenville owns, operates and maintains seventeen (17) lift stations in conjunction with our sanitary sewer collection system. The York Road Lift Station is the largest station in the collection system and conveys flow via force main to the 54-inch WWTP influent sewer. The Station is comprised of three 60 HP pumps. During average flow, one pump runs and two serve as alternating back-ups. During medium flow (i.e. rain events) it is common to have two pumps running simultaneously. During heavy events all three pumps need to run to keep up with flow.

Nearly all the sanitary sewer collection system north of the railroad tracks flows through the York Road Lift Station. As such, this Lift Station is critical to our collection and treatment process.

KEY ISSUES:

On March 4, 2020 Pump #1 failed at the York Road Lift Station. Staff was able to pull the pump and send it to HydroAire of Chicago for inspection. HydroAire is a local firm that specializes in the repair and rebuilding of large industrial pumps.

During the inspection, two major issues were identified. First, the lower seal was leaking and oil was leaking out of the seal chamber. Second, the impeller was determined to be worn beyond repair. Due to its age, the impeller is no longer manufactured and a new one would need to be machined. This pump was installed new in May 2004 providing sixteen years of service. The expected life of an industrial pump is 15-20 years.

The recommended repair of Pump #1 would consist of a new cast iron impeller, new upper and lower seals, new upper and lower bearings, replacement of power and sensor cables and glands, replacement of O-rings, and painting of the old pump at a cost of \$34,231.00.

Staff has been able to monitor and analyze three different pump manufacturers over the past five years (Metropolitan Pump, Flygt Pumps, and Sulser Pumps). We have found that Flygt pumps have performed at a higher level (smoother, quieter, less tendency to rag up, and are more energy efficient) than the other two pumps. Flygt has been selected to be our standard pump moving forward in order to standardize our inventory across the 17 lift stations.

Flygt pumps are sold through regional distributors. Xylem Inc. is the local distributor of the pumps. A quote was secured through Flygt for the purchase of a new 60hp pump that would match Pump #2 that was replaced in 2016 as well as a quote to fabricate a new adapter bale to fit the pump correctly into the lift station.

The total cost for a new recommended pump (\$36,743.24), bale and install (\$8,522.55) is \$45,053.79 from Xylem Flygt Products.

Staff recommends the Flygt Model NX-3202.185 to be installed by the manufacturer. It comes with a 12-month

non-clog guarantee. Lead time for a new pump is 13-15 weeks.

Since the expenditure is greater than staff's \$10,000 authorization limit, we are asking for formal approval from the Village Board as an emergency purchase.

ALTERNATIVES:

Discretion of the Village Board

RECOMMENDATION:

Staff recommends approval of the Resolution

BUDGET IMPACT:

The replacement cost \$45,053.79

This is an unbudgeted expense. Funds would come out of Utility Capital Fund - Account Number 31080870 596000

ACTION REQUIRED:

Approval of Resolution Waiving Competitive Bidding and Authorizing the Execution of a Purchase Order to Xylem, Inc. for the Emergency Pump Replacement at the York Road Lift Station (Pump #1) in the Amount of \$45,053.79.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
RES - York Road Lift Station - Pump #1 Replacement	4/9/2020	Resolution Letter
Quote #2 - Pump Only	4/9/2020	Backup Material
Quote #2b - Adaptor Kit and Install	4/9/2020	Backup Material
MAP - York Road Lift Station	2/4/2014	Backup Material
Repair Quote - HydroAire	4/8/2020	Backup Material
Impeller Photos	4/8/2020	Backup Material
Brochure - Flygt N-Series Pump	4/8/2020	Backup Material

RESOLUTION NO.

**WAIVING COMPETITIVE BIDDING AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER TO XYLEM, INC.
FOR THE EMERGENCY PUMP REPLACEMENT (PUMP #1)
AT YORK ROAD LIFT STATION IN THE AMOUNT OF \$45,053.79**

WHEREAS the Village of Bensenville is responsible for the operation and maintenance of the sanitary sewer collection system, and

WHEREAS included in the system are seventeen (17) lift stations that pump wastewater at locations where it cannot gravity feed to our Treatment Plant, and

WHEREAS the York Road Lift Station is our largest and most critical lift station in the system conveying wastewater from the northern half of the Village, and

WHEREAS Pump #1 at the York Road Lift Station failed on March 4, 2020, and

WHEREAS the Village sent the pump to HydroAire of Chicago for inspection, and

WHEREAS the recommended repair of Pump #1 would consist of a new cast iron impeller, new upper and lower seals, new upper and lower bearings, replacement of power and sensor cables and glands, replacement of O-rings, and painting of the old pump at a cost of \$34,231.00 and

WHEREAS Pump #1 was put into service in 2004, making it sixteen years old, and

WHEREAS the life expectancy of this pump is 15-20 years, and

WHEREAS the cost of the recommended replacement pump (with adapter base and installation) is \$45,053.79, and

WHEREAS the cost to replace the pump exceeds staff's level of authority.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing the purchase of a new pump for the York Road Lift Station from Xylem, Inc. in the not to exceed amount of \$45,053.79

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 April 14, 2020.

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



**Xylem Water Solutions USA, Inc.
Flygt Products**

April 8, 2020

VLG OF BENSENVILLE
12 S CENTER ST
BENSENVILLE IL 60106-2130

9661 194th Street
Mokena, IL 60448
Tel (708) 342-0484
Fax (708) 342-0491

Quote # 2020-CHI-0381

Re: Bensenville - York Rd LS Pump #1 Hydromatic Retrofit - NX 3202 60HP Pump Only

Attn: Mark Swayne

Hello Mark,

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

This quote is for a 60 HP non-Explosion proof NX 3202 with Hard Iron N-Impeller and 65' of shielded cable to be used at York Road LS. This pump will be identical to the pump installed in 2017, as Pump #2.

This pump will also come with the Flygt Leak Sensor for seal leak and over-temperature monitoring.

This pump comes with a 1 Year Non-Clog Guarantee and a 5 Year Pro-Rated Warranty.

Flygt Pump will be shipped to our fabrication facility to be fitted for the replacement bracket. Once fabrication is complete, we will bring pump to York Rd LS for installation.

Included in this quotation

- Pump
- Freight of pump to U.S.

Not included in this quotation:

- miniCAS and Socket for FLS monitoring (quoted separately)
- Pump installation and startup activities.
- Adaptive fabricated lifting bale to utilize pump on Hydromatic guide rail and elbow.
- Any thermal overloads or other electrical equipment needing to be changed to accommodate.
- Lifting chain (we will utilize existing)
- Bolt on guide flange. (we will utilize existing flange. If it is unusable, we will need one provided)
- Concrete work to open well enough for replacement Flygt pump.
- Anything not listed in quotation below.

Should you change to Flygt elbow and guide rail at a later date, the pump will still be able to be used, with the addition of a slide bracket, which bolts on the top of the discharge.

Estimated delivery of pump to Mokena (11-13 weeks)

Estimated delivery of pump to Bensenville after fitting and fabricating replacement bale (additional 2 weeks)

Total Project Delivery: 13-15 weeks ARO



Pump

Qty	Description
1	Flygt Model NX-3202.185 12" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 60 HP 1150 RPM motor, 614 impeller, 1 x 65 Ft. length of SUBCAB S3x25+3x16/3+S(4x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve

Total Project Price \$ 34,743.24

Freight Charge \$ 1,788.00

Total Project Price \$ 36,531.24

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Validity: This Quote is valid for sixty (60) days.

Time of Delivery: At time of quotation, Approx. 13-15 working weeks after receipt of order. Delivery subject to change. Check for current delivery at time of order.

Terms of Payment: 100% N60 after invoice date.

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Terms of Delivery: PP/Add Order Position

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,



Jeff Garretson
Sales Representative
Phone: (708) 781-0172
Cell: (312) 343-6511
jeff.garretson@xyleminc.com

Paul Weinert
Inside Technical Sales
Phone: 708-781-0187

paul.weinert@xyleminc.com



Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2020-CHI-0381
Customer Name: VLG OF BENSENVILLE
Job Name: NX 3202 60HP Pump Only
Total Amount: \$ 34,743.24
(excluding freight)

Signature: _____

Name: _____
(PLEASE PRINT)

Company/Utility: _____

PO: _____

Address: _____

Date: _____

Phone: _____

Email: _____

Fax: _____



**Xylem Water Solutions USA, Inc.
Flygt Products**

April 8, 2020

VLG OF BENSENVILLE
12 S CENTER ST
BENSENVILLE IL 60106-2130

9661 194th Street
Mokena, IL 60448
Tel (708) 342-0484
Fax (708) 342-0491

Quote # 2020-CHI-0382

Re: Bensenville - York Rd LS Pump #1 Hydromatic Retrofit - NX 3202 60HP Conversion Accessories & Labor

Attn: Mark Swayne

Hello Mark,

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment and services.

This quote is to be paired in conjunction with the pump purchased under quote 2020-CHI-0381 for a non-Explosion proof, 460V 60HP NX 3202.185 with 12" discharge, Flygt pump.

This quote covers all installation labor and accessories required to adapt the pump to the existing Hydromatic rail system at York Road LS location #1.

A PO must be issued at least 1 month prior to the expected install date of the Flygt pump in order for parts to be ordered and fabricated in a timely manner.

As the pump comes equipped with the Flygt Leak Sensor, the conversion requires installation of the miniCAS (w/ mounting socket) which is included below.

I've also included a cable grip to suspend the cable and protect it from being sucked into the pump inlet.

This quotation includes a fabricated lifting bale and stand to replicate Hydromatic's and utilize their guide rail.

We will utilize the existing bolt-on flange to mate to the Hydromatic elbow.

We request existing Hydromatic pump, lifting bail, and bolt on flange be delivered to our shop for measurement accuracy. We may also need a site visit or measurements sent to us for existing guide rail and opening.

Flygt Pump will be shipped to our fabrication facility to be fitted for the replacement bracket. Once fabrication is complete, we will bring pump to York Rd LS for installation.

Included in this quotation

- Fabricated lifting bale & stand.
- miniCAS and socket (parts and installation).
- Delivery of pump to lift station with attached, fabricated lifting bail.
- Labor to electrically connect pump, check rotation, and the service to lower it into the well.
- Successful startup of pump.

Not included in this quotation:

- Transport of defunct Hydromatic pump and lifting bail to Xylem - Mokena office for sizing.
- Any thermal overloads or other electrical equipment needing to be changed.
- Lifting chain (we will utilize existing)
- Bolt on guide flange. (We will utilize existing flange. If it is unusable, we will need one provided)
- Concrete work to open well enough for replacement Flygt pump.



Should you change to Flygt elbow and guide rail at a later date, the pump will still be able to be used, with the addition of a slide bracket, which bolts on the top of the discharge.

Estimated delivery of pump to Mokena (11-13 weeks)

PO for this quote must be provided no later than 8 weeks after the PO for the pump (*earlier if possible*).

Estimated delivery of pump to Bensenville after fitting and fabricating replacement bale (additional 2 weeks)

Total Project Delivery: 13-15 weeks ARO

Electrical

Qty	Description
1	MINI-CASII/FUS 120/24VAC,24VDC
1	SOCKET,11 PIN OCTAL DIN MOUNT 12/02
1	GRIP,CABLE SS 25-36MM

Hydromatic Adaptive Equipment

Qty	Description
1	Fabricated Adapter Equipment Including: <ul style="list-style-type: none">- Hydromatic Adaptor Bracket for Flygt Pump, with o-ring.- Base plate- Stand (supports on the floor)- Lifting eye- Spacer on flange (to set correct distance of pump back from elbow)- New Hardware.

Installation and Startup

Qty	Description
7	LABOR,MOBILE FLYGT,NOTAX Z5-TP MODELS: 3000,7000,8000

Total Project Price \$ 8,522.55

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report





damages or shortages so that replacement items can be shipped and the appropriate claims made.

Validity: This Quote is valid for sixty (60) days.

Time of Delivery: At time of quotation, Approx. 2 working weeks after arrival of Flygt Pump, if this order received at least 1 month prior to Flygt Pump arrival. Delivery subject to change. Check for current delivery at time of order.

Terms of Payment: 100% N60 after invoice date.

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Terms of Delivery: PP/Add Order Position

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Jeff Garretson
Sales Representative
Phone: (708) 781-0172
Cell: (312) 343-6511
jeff.garretson@xylem-inc.com

Paul Weinert
Inside Technical Sales
Phone: 708-781-0187
paul.weinert@xylem-inc.com



Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

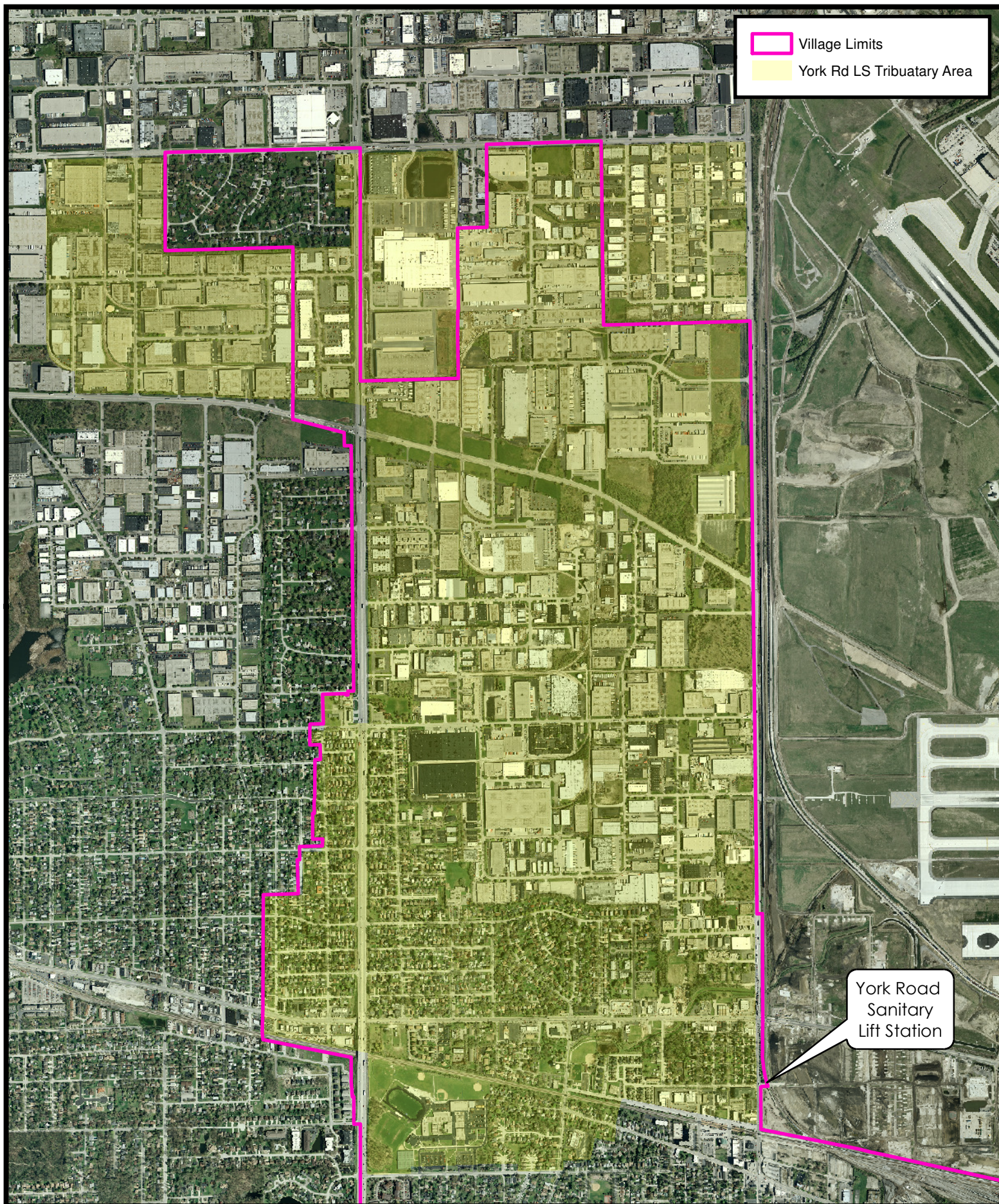
Quote #: 2020-CHI-0382
Customer Name: VLG OF BENSENVILLE
Job Name: NX 3202 60HP Conversion Accessories & Labor
Total Amount: \$ 8,522.55
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____



Village of Bensenville

York Road Sanitary Lift Station Tributary Area





1126 W. 40th Street, Chicago, IL 60609-2505
Phone: (773) 890-9300 Fax: (773) 890-9302

Engineering Pumps for
Better Performance and Longer Life

To:	JOE LYNAUGH	Email:	JLynaugh@bensenville.il.us
Company:	BENSENVILLE WWTP	Date:	3/30/20
From:	TOM LAPER	CC:	ERIC EGIPIACO
Subject:	HYDROMATIC S12L6000M4-6	Pages:	
Ref:	SO8418		

Joe,

Hydroaire appreciates this opportunity and would like to present our inspection report and repair work scope to refurbish your Hydromatic model S12L6000M4-6 SN:S33493

Disassembly, cleaning and inspection

The pump was disassembled, individual components were cleaned and inspected.

After inspection we found that the lower seal was leaking and oil was leaking out from the seal chamber, we also found that the impeller is worn beyond repair.

We also found a hole in the cables and will need replacing and re potted in the cable entry cap

We propose the following repair workscope;

- Clean, disassemble and inspect pump
- Supply new cast iron impeller (same material as old one)
- Supply and install new stationary wear ring
- Supply and install new upper and lower bearing
- Supply and install new upper and lower mechanical seal
- Supply and replace the power and sensor cables
- Supply and the power and sensor cable glands with stainless steel ones
- Supply and install required orings and lubricants
- Assemble, test and paint pump
- Return pump to Bensenville



IMPELLER NECK WORN BEYON REPAIR



POWER CABLE CUT AND JACKET DRY ROT



CASE WEAR RING

CABLE CORD GRIPS ERODED

Price for DCI	\$1500.00
Price for repair	\$32,731.00
Total price	\$34,231.00
EXPIDITED REPAIR	\$38,231.00
REGULAR LEAD TIME 8-10 WEEKS	
EXPIDITED LEAD TIME 6-7	



1126 W. 40th Street, Chicago, IL 60609-2505
Phone: (773) 890-9300 Fax: (773) 890-9302

Engineering Pumps for
Better Performance and Longer Life

Page: 2

STANDARD TERMS & CONDITIONS

These Standard Terms & Conditions of Hydro Inc. and its affiliates (collectively, the "Company") apply to the sale of those services and products described on the front page hereof.

1) **Acceptance of Quotation:** Unless otherwise agreed to in writing by the Company and buyer, a quotation shall expire thirty (30) days from its date. Buyer's acceptance of a quotation shall be in writing signed by buyer.

2) **Acceptance of Terms:** These terms and conditions are applicable to all quotations and purchase orders and, together with the terms described on the front page hereof, supersede all prior statements, proposals, negotiations, representations, and agreements and shall constitute the entire agreement between the Company and buyer. This serves as a written objection to and rejection of all inconsistent or additional terms, conditions and limitations contained on any form or writing of buyer, and commencement of work is not deemed acceptance by the Company of any such terms, conditions and limitations. Buyer's acceptance of these terms and conditions shall be deemed to have occurred unless written notice of rejection is received by the Company within ten (10) calendar days of the Company's final acknowledgement of an order. In any event, buyer's acceptance of delivery of the services and/or products sold hereunder shall manifest buyer's assent to the terms and conditions hereof.

3) **Limited Warranties: THE FOLLOWING IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN, ORAL OR ARISING UNDER CUSTOM OF TRADE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.** The Company, except as otherwise hereinafter provided, warrants services performed by Company and refurbished equipment and parts of its own manufacture against defects in material and workmanship for (i) one (1) year from the date of performance, in the case of services, or (ii) one (1) year from the date of initial startup, but not to exceed five (5) years from the date of invoice, in the case of equipment and parts; provided, however, that final alignment, lifts and floats are witnessed by a Company service technician and that the equipment and parts are stored in accordance with the Company's specifications. This warranty excludes all parts and equipment not manufactured by the Company, which are warranted only by the manufacturer thereof to the extent and in the manner of such manufacturer's warranty, if any, and such warranty. is enforceable only to the extent the Company is reasonably able to enforce such manufacturer's warranty. This warranty, with respect to reverse engineered parts, is limited to the shape accuracy (within reasonable limits) of such part. This warranty does not extend to (a) equipment and/or parts that have been repaired by anyone other than the Company without prior written authorization or (b) damage due to accident, misuse, negligence, or abnormal use. The exclusive remedy of buyer against the Company for breach of warranty shall be repair or replacement of the equipment or parts at the Company's option; provided, however, solely in the case of reverse engineered parts, if the Company is unable, in its discretion, to repair or replace the part, the exclusive remedy of the buyer against the Company for breach of warranty shall be reimbursement of the purchase price of the defective part. All items claimed to be defective within the warranty period must be shipped, at buyer's expense, to the Company facility where buyer purchased the item. If in fact defective, such items will be repaired or replaced, or, solely with respect to reverse engineered parts, the purchase price reimbursed in accordance with the terms herein. The Company shall in no way be liable for any expenses incurred by buyer in any attempt to repair, replace or rework any allegedly defective item of sale.

4) **Limitation of Liability:** Neither party shall be liable to the other for any special, consequential, incidental or indirect damages or penalties and no liquidated damages provision shall be applicable under any quotation or order for any cause.

Page: 3

5) **Taxes:** All prices exclude taxes of every kind and nature, all of which taxes shall be paid by the buyer unless a proper exemption certificate is furnished by buyer.

6) **Payment Terms:** Unless otherwise agreed in writing by the Company and buyer, the terms of payment shall be net ten (10) days from date of shipment. All payments must be in U.S. dollars. The Company shall have the right of set-off and deduction for any sums owed. Interest at the rate of 1-1/2% per month

will be added to any outstanding balance(s) not received within thirty (30) days of the invoice date. The Company may, at its election at any time prior to delivery, require payment in advance by buyer. If shipment is delayed as a result of buyer's action, payment shall become due as of the date when the merchandise is ready for shipment.

7) **Changes:** Any notice or instruction from buyer received subsequent to the Company's order acknowledgement, including supplementary information contained in a confirming purchase order, which has the effect of changing the specifications, scope of work, or other items, will be effective only upon an appropriate adjustment in the price and/or delivery date, and acceptance of any change by the Company in writing.

8) **Cancellation:** Cancellation of orders by buyer can only be made with the Company's prior written consent and upon payment to the Company of reasonable and proper cancellation charges in an amount acceptable to the Company.

9) **Force Majeure:** The Company shall not be liable in any manner for any delay in or impairment of performance or delivery resulting in whole or in part from fire, floods, and other actions of the elements, acts of God, strikes or labor difficulties, any acts of governmental or military authorities, terrorism, riots or other civil commotions, delays in transportations or procuring materials, or any other circumstances or cause of any kind beyond the control of the Company or its suppliers.

10) **Title and Risk of Loss; Delivery:** Title in and risk of loss or damage for all products shall pass to buyer upon tender of delivery by the Company or its designee except that a security interest in the products or any replacement thereof shall remain in the Company until the purchase price has been paid in full. Buyer agrees to perform all acts necessary to perfect and maintain said security interest. The Company shall have no liability for damage to products after delivery to the carrier.

11) **Modification:** These terms and conditions may only be modified by a writing signed by an authorized representative of the Company.

12) **Assignment:** Buyer shall not assign any quotation or order or any interest therein without the prior written consent of the Company. Any actual or attempted assignment without the Company's prior written consent shall be void and have no force or effect.

13) **Letter of Credit.** If requested by the Company, Buyer shall furnish the Company with a letter of credit payable in U.S. dollars in the amount and within such time specified by the Company, drawn on a bank acceptable to the Company. The letter of credit shall be confirmed, unconditional, revolving and irrevocable, and in favor of the Company, for a minimum of three (3) months or the delivery date, whichever is later. If the purchase order calls for installments, the letter of credit shall be replenished, and the term extended to cover each subsequent shipment, at least thirty (30) days prior to the date of subsequent shipments. The letter of credit shall provide that partial shipments against the letter of credit are permitted.



1126 W. 40th Street, Chicago, IL 60609-2505
Phone: (773) 890-9300 Fax: (773) 890-9302

Engineering Pumps for
Better Performance and Longer Life

Page: 4

14) **Governing Law:** The terms and conditions applicable to the transaction provided for herein shall be governed by the laws of the State of Illinois without reference to its conflict of law provisions. The parties hereby submit to the exclusive jurisdiction of, and venue in, the state and federal courts of Cook County, Illinois, for all litigation that may brought in connection with said transaction.

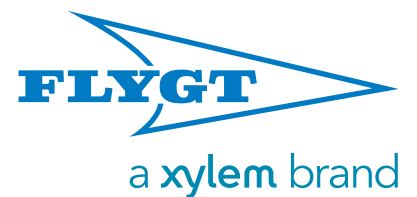






Flygt N-pump Series

SELF-CLEANING PUMPS WITH SUSTAINED HIGH EFFICIENCY



Sustained high efficiency is priceless

Flygt N-pumps take on the toughest applications and get the job done. Every component is designed and manufactured to deliver sustained high efficiency. Thanks to the patented N-technology with its innovative self-cleaning impeller, Flygt N-pumps deliver the highest total efficiency – lowering your energy bill and reducing unplanned maintenance costs. That adds up to total peace of mind – and big savings over the long term.

Our vast fluid handling knowledge and dedication to research and development lead to technological advances and continuous improvement.

That's why our Flygt N-pumps are at work in more than a hundred thousand installations worldwide. They have proven to be the best and most reliable choice for both dry and submersible installations far and away over our competition.

Robust and reliable

Every Flygt N-pump is tested in the factory to ensure high performance and premium



quality. Flygt products deliver outstanding, cost-effective performance that has been proven in applications such as:

- Wastewater
- Stormwater
- Sludge
- Industrial effluent
- Raw water
- Cooling water



THE N-PUMP ADVANTAGE

- Patented technology
- Innovative design
- Sustained high efficiency
- Self-cleaning ability
- Modular design
- Reliable
- Fewer unplanned service calls



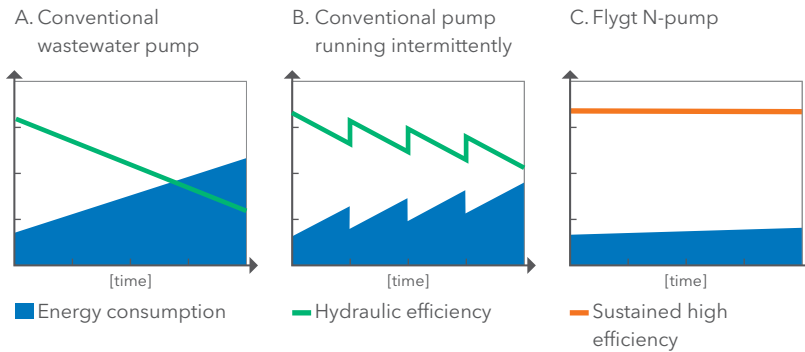
BROAD RANGE CAPACITY

- Ratings from 2.2 hp to 870 hp
- Discharges up to 20" (500 mm)
- Flows up to 16,000 US GPM (1,000 l/s)
- Heads up to 400 ft (120 m)
- Submersible and dry installations
- Every Flygt pump is performance tested in the factory
- Can handle dry solids up to 8%

Self-cleaning N-pump saves money

Sustained high efficiency

When solid objects such as stringy fibrous material and modern trash enter the inlet of a conventional pump, they tend to get caught on the leading edges of the impeller vanes. This buildup reduces the impeller's efficiency, resulting in increased power consumption (Fig. A) and generating increased energy charges.



As solids continue to build up inside the impeller, motor thermal protection can trip causing the pump to stop and leading to costly unplanned service calls. If a conventional wastewater pump runs intermittently, the solids buildup will be removed by backflushing when the pump is shut off at the end of the operating cycle. When the next cycle begins, efficiency returns to its initial value since the impeller is free from solid objects (Fig B).

The high efficiency of the Flygt N-pump is sustained over time due to its self-cleaning ability, keeping energy costs to a minimum (Fig. C).

All Flygt N-pumps have the same self-cleaning performance regardless of duty point.

THE SELF-CLEANING CONCEPT

Stage 1. Most solid objects entering the pump will pass through the impeller between the impeller vanes. If an object gets caught on the leading edge of one of the vanes, it will slide along the backswept shape towards the perimeter of the inlet.



Stage 2. The solid object will slide along the tip of the impeller vane inside the relief groove. The guide pin in the insert ring will push all types of solids away from the center of the impeller, along the leading edge and out through the relief groove.



Broad capacity range to suit your application

Flexible and modular design

Flygt N-technology enables you to tailor the hydraulics to meet the requirements of virtually any application. Choose the hardened cast iron version for typical wastewater applications and the chopper ring version for cutting long fibers or solids. The Hard-Iron™ version should be used in abrasive applications and waters that could cause erosion corrosion due to high oxygen content.

Whatever you choose, you never sacrifice pump efficiency – and you can easily switch the module if the operating conditions change.

Cast iron



Cast iron impeller with hardened edges and insert ring for typical pumping applications.

Hard-Iron™ (60 HRC)



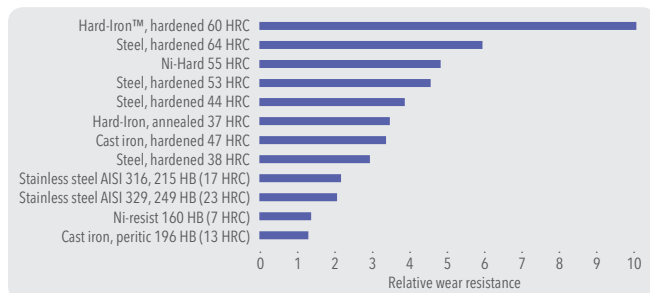
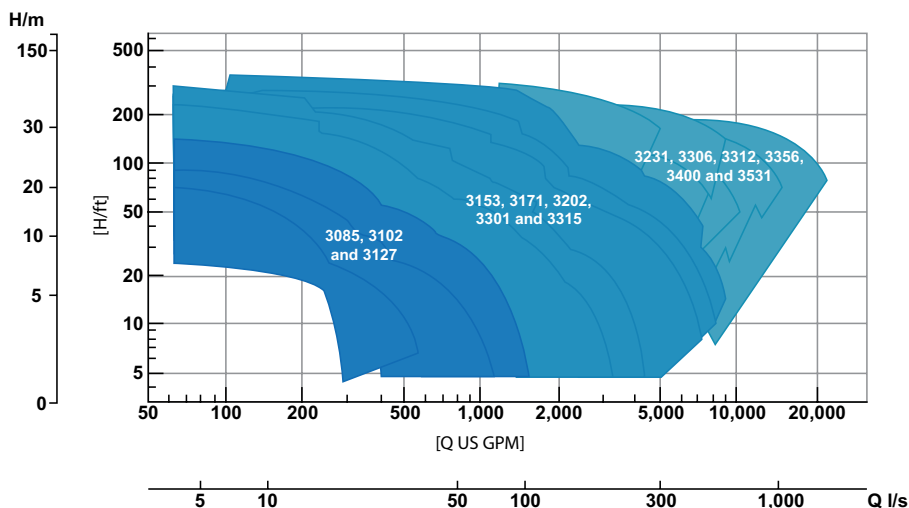
Extra durable option for abrasive and erosion corrosion applications.

Chopper ring for cutting long fibers or solids.

Top performance with a broad capacity range

- Large capacity pumps
- Medium capacity pumps
- Low capacity pumps

Composite curves for comparison purposes only. Consult engineering data for exact flow and head capabilities.



HARD-IRON™ (60 HRC) FOR THE TOUGHEST WASTEWATER CHALLENGES

Accelerated wear tests prove that Hard-Iron™ hydraulic components keep on working efficiently with minimal wear after pumping water with a very high concentration of coarse sand (2,400 tons).

Flygt N-pumps with Hard-Iron™ components continue to deliver sustained high efficiency without clogging or erosion corrosion, prolonging lifetime by 200 percent compared to standard hardened cast iron hydraulics.

Designed and engineered for longer life

Xylem specially designs and manufactures Flygt N-pump components, such as the motor, seals and shaft, to optimize operation and prolong pump service life.

Motor

The Class H squirrel-cage induction motor delivers outstanding performance and superior heat transfer in submersible and dry installations. Heat losses are concentrated around the shrink-fitted stator, which is cooled by means of the surrounding water. The motor has a NEMA Class B maximum operating temperature rise of 80°C (176°F) to ensure long service life. All motors are capable of fully utilizing the available power while operating on a variable frequency drive.

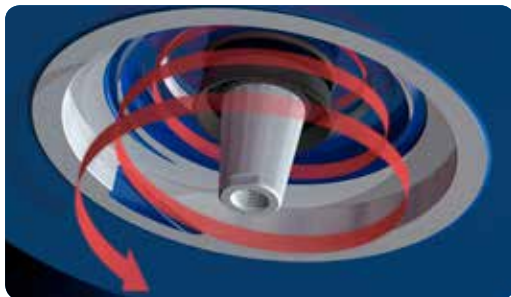
For an even higher overall efficiency, premium efficiency motors IE3 are available.

Long-life seals

Durable tungsten carbide seals offer exceptional mechanical strength as well as superior sliding properties even when running dry. These low-friction seals withstand thousands of hours of high-pressure operation under extreme conditions without cracking, seizing up or showing signs of unacceptable wear.

Low shaft deflection

To minimize vibration, promote quiet operation, and prolong seal and bearing life, all Flygt N-pumps feature a short shaft overhang to reduce shaft deflection.



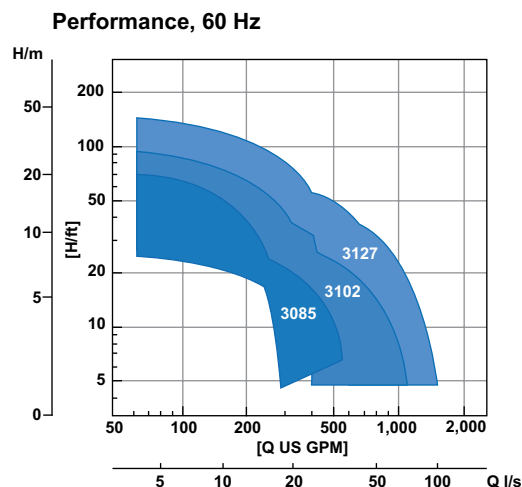
SPIN-OUT™ SEAL PROTECTION FOR PUMPS WITH CAVITIES IN THE SEAL CHAMBER

The patented Spin-out™ design expels abrasive particles from the seal chamber, providing protection against wear of the outer seal. As an integral part of the seal chamber, Spin-out™ is as simple as it is effective.

Low capacity pumps



This series of Flygt N-pumps includes three models that handle capacities up to 1,600 US GPM (100 l/s). Like all Flygt N-pumps, these contribute to reducing the total life cycle costs of your installation.



Power ratings and size

Model	3085	3102	3127
Rating, hp	2.2-4	5-6	7.5-11
Discharge, in	3" (80 mm)	3" (80 mm) 4" (100 mm) 6" (150 mm)	3" (80 mm) 4" (100 mm) 6" (150 mm)

Methods of installation



For semi-permanent wet well installations. The pump is installed with twin guide bars on a discharge connection.



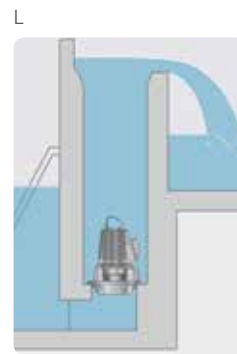
A semi-permanent freestanding installation. Transportable version with pipe or hose connection.



A vertically-mounted, permanent dry well or in-line installation with flange connections for suction and discharge pipework.



A horizontally-mounted, permanent dry well or in-line installation with flange connections for suction and discharge pipework.



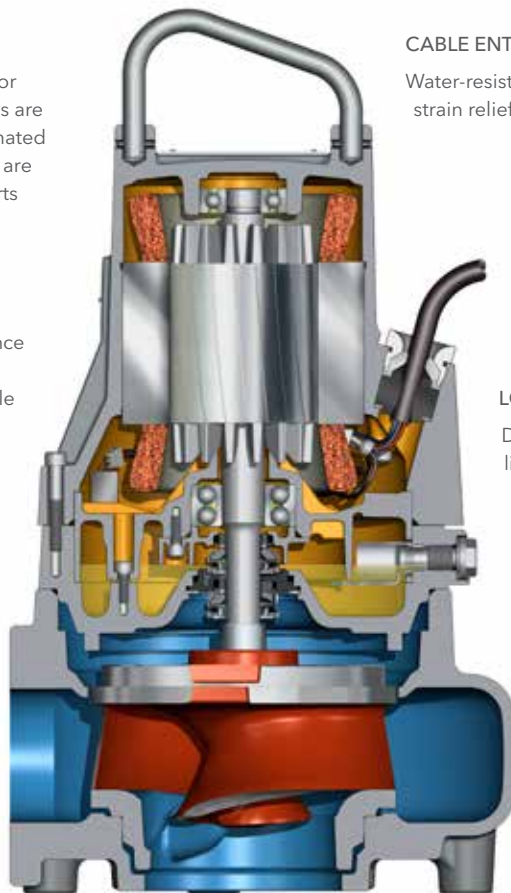
A semi-permanent installation of a pump within a vertical steel or concrete column.

BETTER HEAT TRANSFER

Our specially designed and manufactured motor provides enhanced cooling because heat losses are concentrated around the stator. Trickle impregnated in resin (Class H insulation), the stator windings are rated at 180°C (355°F) and enable up to 30 starts per hour.

COMPLIANCE

Each pump is tested and approved in accordance with national and international standards, including 60034-1 and CSA. Pumps are available in explosion-proof versions for use in hazardous environments, and are approved by the Factory Mutual, European Standard and IEC.

**CABLE ENTRY**

Water-resistant cable entry provides both sealing and strain relief functions to ensure a safe installation.

SENSORS

Thermal sensors embedded in the stator windings prevent overheating. Optional leakage sensors in the stator and oil housings are also available.

LONG-LIFE BEARINGS

Durable bearings provide a minimum service life of 50,000 hours.

ENDURING SEALS

The Griploc™ system consists of two sets of mechanical shaft seals that operate independently to provide double security against leakage.

**Griploc™ seal**

With a robust design, Griploc™ seals offer consistent performance and trouble-free operation in challenging environments. Solid seal rings minimize leakage and the patented griplock spring, which is tightened around the shaft, provides axial fixation and torque transmission. In addition, the Griploc™ design facilitates quick and correct assembly and disassembly.

Adaptive N-impeller

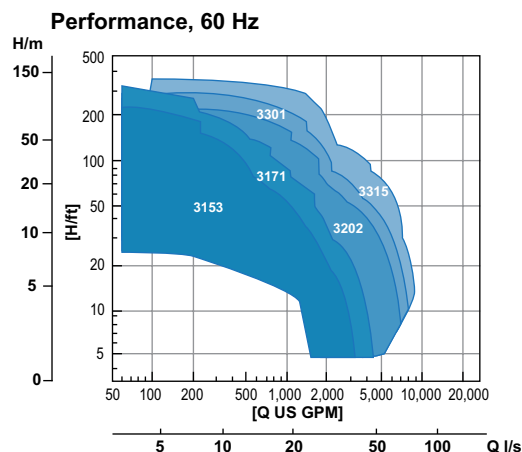
The Flygt N3085 - N3127 feature an adaptive self-cleaning N-impeller that can move axially to enable easy passage of large solids through the pump.



Medium capacity pumps



For demanding pumping duties, five models handle fluid transport for capacities up to 8,000 US GPM (500 l/s). Highly efficient, these heavy-duty models provide clog-free performance in order to achieve the best overall life cycle cost.



Power ratings and size

Model	3153	3171	3202	3301	3315
Rating, hp	12-23	25-35	35-75	60-105	85-160
Discharge, in	3" (80 mm)	4" (100 mm)	4" (100 mm)	6" (150 mm)	6" (150 mm)
	4" (100 mm)	6" (150 mm)	6" (150 mm)	10" (250 mm)	10" (250 mm)
	6" (150 mm)	10" (250 mm)	8" (200 mm)	12" (300 mm)	12" (300 mm)
	8" (200 mm)			14" (350 mm)	14" (350 mm)
	10" (250 mm)				

Methods of installation



For semi-permanent wet well installations. The pump is installed with twin guide bars on a discharge connection.



A semi-permanent freestanding installation. Transportable version with pipe or hose connection.



A vertically-mounted, permanent dry well or in-line installation with flange connections for suction and discharge pipework.



A horizontally-mounted, permanent dry well or in-line installation with flange connections for suction and discharge pipework.

BETTER HEAT TRANSFER

Our specially designed and manufactured motor provides enhanced cooling because heat losses are concentrated around the stator. Trickle impregnated in resin (Class H insulation), the stator windings are rated at 180°C (355°F) and enable up to 30 starts per hour.

EFFICIENT COOLING

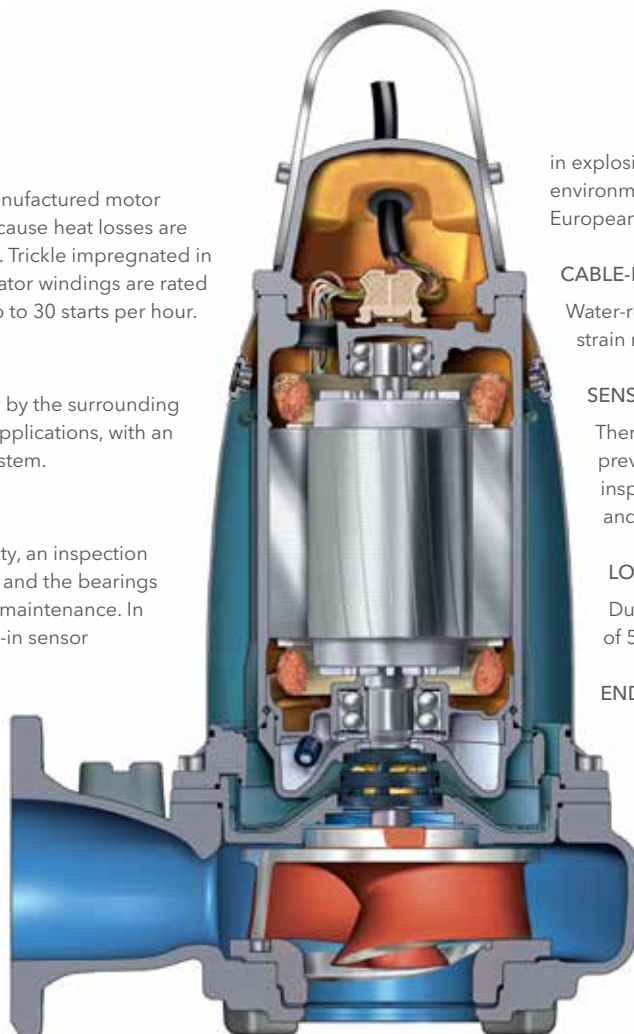
These pumps are cooled either by the surrounding liquid or, in more demanding applications, with an internal closed-loop cooling system.

INSPECTION CHAMBER

To increase operational reliability, an inspection chamber between the seal unit and the bearings enables rapid spot checks and maintenance. In the case of a seal failure, a built-in sensor provides an early warning of any fluid buildup, thus reducing the risk of expensive repair work.

COMPLIANCE

Each pump is tested and approved in accordance with national and international standards, including IEC60034-1 and CSA. Pumps are available



in explosion-proof versions for use in hazardous environments, and are approved by the Factory Mutual, European Standard and IEC.

CABLE-ENTRY

Water-resistant cable entry provides both sealing and strain relief functions to ensure a safe installation.

SENSORS

Thermal sensors embedded in the stator windings prevent overheating, and a leakage sensor in the inspection chamber minimizes the risk for bearing and stator failure.

LONG-LIFE BEARINGS

Durable bearings provide a minimum service life of 50,000 hours.

ENDURING SEALS

The Flygt Plug-in™ seal with the Active Seal™ system offers increased sealing reliability and zero leakage into the motor, thereby reducing the risk of bearing and stator failure.

Flygt Plug-in™ seal with Active Seal™ system

The Flygt Plug-in™ seal is a seal unit that eliminates the risks associated with incorrect installation and careless handling. It comprises the Active Seal™ system in one easy-to-handle unit.

The Active Seal™ system is a patented zero-leakage double-seal system that actively prevents liquid from entering the motor cavity, thereby reducing the risk for bearing and stator failure. It comprises a unique



Inner seal with laser-cut spiral grooves.



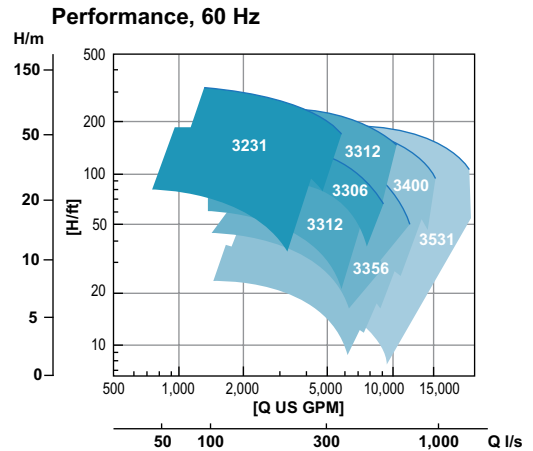
inner seal that acts as a micro-pump and an outer seal that prevents leakage of pumped media into the buffer chamber.

Laser-cut grooves on the inner seal create a hydrodynamic pumping effect that prevents any leakage from entering the motor. This translates into enhanced sealing reliability, reduced downtime and fewer unscheduled maintenance checks. In addition, regular service inspections can be prolonged in many applications.

Large capacity pumps



When higher capacity is required, the Flygt N-pump series has five pumps to do the job. These models deliver unprecedented pumping power – reliably and efficiently.



Power ratings and size

Model	3231	3306	3312	3356	3400	3531
Rating, hp	90-335	70-280	90-470	70-280	60-470	60-870
Discharge, in	8" (200 mm)	12" (300 mm)	12" (300 mm)	14" (350 mm)	16" (400 mm)	20" (500 mm)

Methods of installation

P



For semi-permanent wet well installations. The pump is installed with twin guide bars on a discharge connection.

S



A semi-permanent freestanding installation. Transportable version with pipe or hose connection.

T



A vertically-mounted, permanent dry well or in-line installation with flange connections for suction and discharge pipework.

Z



A horizontally-mounted, permanent dry well or in-line installation with flange connections for suction and discharge pipework.

BETTER HEAT TRANSFER

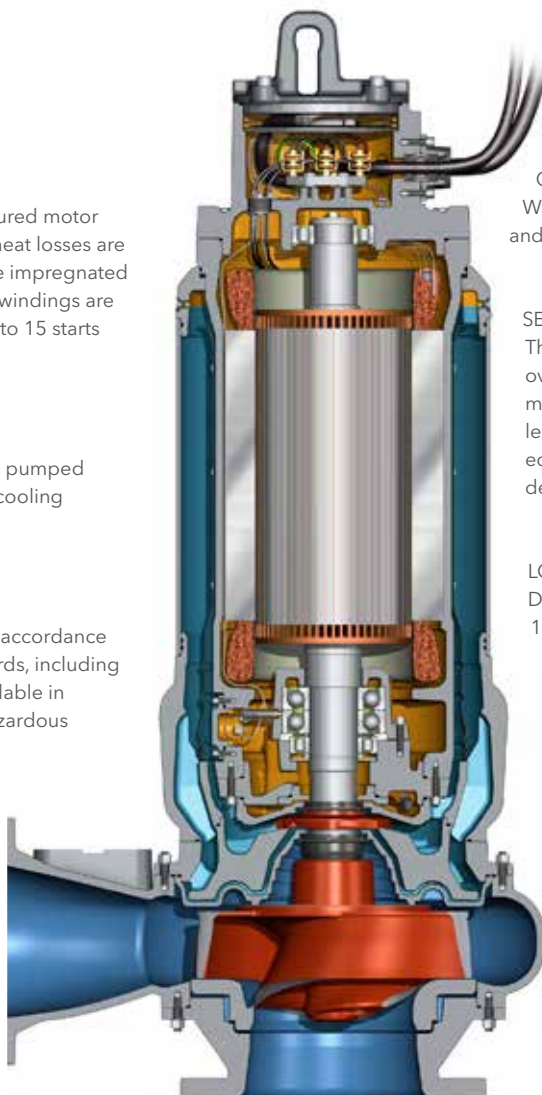
Our specially designed and manufactured motor provides enhanced cooling because heat losses are concentrated around the stator. Trickle impregnated in resin (Class H insulation), the stator windings are rated at 180°C (355°F) and enable up to 15 starts per hour.

EFFICIENT COOLING

These pumps are cooled either by the pumped liquid or with an internal closed-loop cooling system.

COMPLIANCE

Each pump is tested and approved in accordance with national and international standards, including IEC 60034-1 and CSA. Pumps are available in explosion-proof versions for use in hazardous environments, and are approved by the Factory Mutual, European Standard and IEC.

**CABLE ENTRY**

Water-resistant cable entry provides both sealing and strain relief functions for a safe installation.

SENSORS

Thermal sensors in the stator windings prevent overheating, and an analog temperature sensor monitors the lower bearing. The stator housing/leakage chamber and the junction box are equipped with leakage sensors. The sensors decrease the risk of bearing and stator failure.

LONG-LIFE BEARINGS

Durable bearings provide a minimum service life of 100,000 hours.

ENDURING SEALS

Two sets of mechanical shaft seals work independently for double security. The Active Seal™ system offers increased sealing reliability and zero leakage into the motor, thereby reducing the risk of bearing and stator failure.

Zero leakage into the motor cavity

The Active Seal™ system is a patented zero-leakage double-seal system that actively prevents liquid from entering the motor cavity, thereby reducing the risk for bearing and stator failure. It comprises a unique inner seal that acts as a micro-pump and an outer seal that prevents leakage of pumped media into the buffer chamber.



Laser-cut grooves on the inner seal create a hydrodynamic pumping effect that prevents any leakage to enter the motor.

This translates into enhanced sealing reliability, reduced downtime and fewer unscheduled maintenance checks. In addition, regular service inspections can be prolonged in many applications.

Complete solutions for your needs



Ready-to-install pre-engineered, prefabricated pumping solutions

Flygt offers several packaged solutions combining our premium N-pumps with dedicated monitoring and control options and pre-fabricated pump stations designed for your needs. The prefabricated pump stations are available in a range of designs and sizes, all supplied complete with the necessary materials and equipment to allow ease and speed of installation and commissioning.

Our packaged solutions have a self-cleaning design and are tested as a system to work perfectly together to give you the ultimate performance within wastewater pumping.



Flygt SmartRun™



Flygt Multismart™

MONITORING AND CONTROL

Our state-of-the-art solutions are designed to ensure pumps work at optimum efficiency, to provide key data, to increase reliability and to prevent pump breakdown.

Our monitoring and control systems are designed for use in a variety of pumping applications. It is the specific conditions at each pump station that help you decide the best monitoring and control solution for your needs. Whether it's wastewater, stormwater, effluent, RAS, WAS, lightly contaminated water or clean water, it all demands a different solution. Naturally each system is designed to work well on its own. However, our pumps and monitoring & control systems are optimized to work even better together.



Engineered pumping solutions

Flygt's standard pump station designs are based on our long history in wastewater pumping. Our engineers work closely with you, from design and system analysis to selection of pumps, installation and monitoring & control solutions. Whether we recommend a proven Flygt standard design or develop a custom solution for you, we can offer you reliable and cost-effective pumping solutions that meet your specific requirements.

All Flygt monitoring and control equipment integrate easily into SCADA control systems for remote monitoring and control. Flygt PumpView puts you in Total Control, Your Way.



FLYGT N-PUMPS: SUBMERSIBLE AND DRY INSTALLATIONS

Flygt N-pumps are an excellent choice for handling solids in dry-pit installations. Originally designed for submersible conditions, our pumps eliminate the risk of damage to the motor due to station flooding. Submersible or dry-installed Flygt N-pumps deliver superior clog-free operation with minimal maintenance and substantial energy savings.

The power to adapt

Options table

Customize your Flygt N-pump with optional equipment.

Flygt N-pump model	3085	3102	3127	3153	3171	3202	3301	3315	3231	3306	3312	3356	3400	3531
Option/Product														
Motor														
Premium efficiency (IE3)	◐	◐	◐	◐	◐	◐	◐		◐	◐	◐	◐	◐	◐
Hydraulic														
Guidepin	●	●	●	◐	◐	◐								
Hard-Iron™	◐	◐	◐	◐	◐	◐	◐	○	○		○	○		○
Chopper			○	◐	◐	◐								
Adaptive N	●	●	●											
Seal system														
Griploc™ seal	●	●	●											
Plug-in™ seal				●	●	●	●	●						
Active Seal™				●	●	●	●	●	●	●	●	●	●	●
Spin-out™	●	●	●	●	●	●	●	●	◐	◐	◐	◐	◐	◐
Seal flush									○	○	○	○	○	○
Cooling system														
1. w/o cooling jacket	●	●	●	○	○	○	○	○	○	○	○	○	○	○
2. Closed Loop Cooling				●	●	●	●	●	◐	◐	◐	◐	◐	◐
3. Pump media									●	●	●	●	●	●
4. External				○	○	○	○	○	○	○	○	○	○	○
Installation														
P	●	●	●	●	●	●	●	●	●	●	●	●	●	●
S	●	●	●	●	●	●	◐	◐	●	●	●	◐	◐	◐
T	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Z	●	●	●	●	●	●	●	●	●	●	●	●	●	●
L		●	●											
Accessories														
Flush valve	○	○	○	◐	◐	◐	◐	◐						
Pump monitor														
Prepared for														
- Mini CAS	●	●	●	●	●	●	●	●						
- MAS					○	○	○	○	●	●	●	●	●	●
Pump control														
- SmartRun™	○	○	○	○	○	○	○							
- MultiSmart™				○	○	○	○	○	○	○	○	○	○	○
- FGC	○	○												

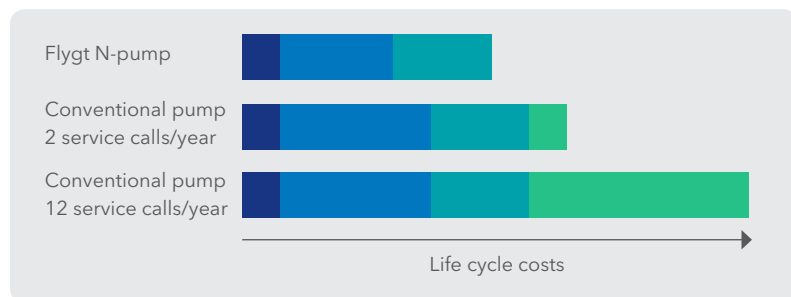
● = Standard

○ = Optional

◐ = Standard but also optional depending on model

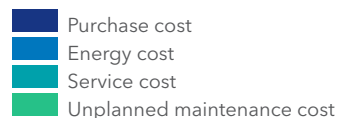
◐ = Standard or not available depending on model

◐ = Optional or not available depending on model



SELF CLEANING SAVES MONEY

Schematic overview of calculations made on a 30kW Flygt N-pump



Supporting your business, every step of the way

Extensive engineering know-how

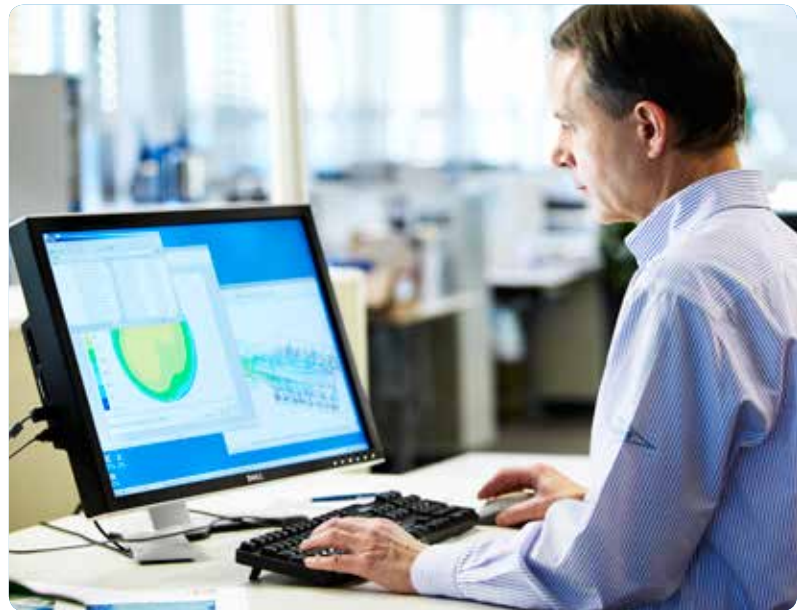
Xylem has extensive knowledge of fluid dynamics and vast practical experience in designing, operating and maintaining efficient wastewater transport systems. We provide a broad range of engineering services, including:

- System analysis and calculations
- Sump design
- Water hammer calculations
- Pump start analysis
- Transient analysis
- Computational Fluid Dynamics (CFD)
- Scale model testing

In short, we can assist you with everything you need for optimal performance and economical, energy-efficient operation.

Empower your system

With Flygt monitoring and control products, you can control and optimize the performance of every component of your system. This helps reduce stress on pumps, valves and mains, enable reliable, efficient operation, and prolong service lifetime.



Support for your Flygt pumps

Our global network of local service centers and service partners provide integrated services to support safe, efficient and reliable operation. To ensure trouble-free operation and minimal downtime, count on us for quick, professional response and quality maintenance services, using genuine Flygt spare parts.



EXTENSIVE MONITORING AND CONTROL

We supply hardware and software for complete process systems - from individual pump drives, starters, sensors and controllers to system software and scalable SCADA systems.



GENUINE FLYGT SPARE PARTS AND WARRANTY

When downtime isn't an option, rely on our global service network to deliver genuine Flygt spare parts to you - quickly and efficiently. All Flygt spare parts are backed by a solid 15-year availability guarantee. Large capacity pumps offer a 20-year availability guarantee.

Xylem ['zīləm]

- 1) The tissue in plants that brings water upward from the roots
- 2) A leading global water technology company

We're 12,000 people unified in a common purpose: creating innovative solutions to meet our world's water needs. Developing new technologies that will improve the way water is used, conserved, and re-used in the future is central to our work. We move, treat, analyze, and return water to the environment, and we help people use water efficiently, in their homes, buildings, factories and farms. In more than 150 countries, we have strong, long-standing relationships with customers who know us for our powerful combination of leading product brands and applications expertise, backed by a legacy of innovation.

For more information on how Xylem can help you, go to xyleminc.com.



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TYPE:

Resolution

SUBMITTED BY:

Joe Caracci

DEPARTMENT:

Public Works

DATE:

April 14, 2020

DESCRIPTION:

Resolution Authorizing the Rejection of All bids and Re-advertising for the 2019 Annual Residential Streetlight Project - CDBG

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

The 2011 Citizen Survey identified Residential Street Lighting a desire of the community. Residential street lights are designed to be decorative and provide ambient lighting to our neighborhoods to provide a sense of safety and aesthetics. These streetlights are intended to provide a dimming effect to our sidewalks. Our goal is to provide residential lighting within all our neighborhoods. Spacing of lights is anticipated to be around 150 feet and alternating sides of the street. The Village has successfully completed Annual Residential Streetlight project in 2015 and 2016. In 2015, the Village installed 27 lights for approximately \$237,000 while in 2016, the Village installed 22 lights for approximately \$200,000. Both of these projects were kind-of on-site design-build projects. In 2017, in an effort to increase the number of lights installed per year, the Village submitted an application for obtaining DuPage County Community Development Block Grant (CDBG) funds for the 2017 Annual Residential Streetlight Project. The Village was successful in receiving the CDBG funding in 2017, which resulted in installation of 39 streetlights. In 2018, the Village applied for and received CDBG funds in the amount of \$200,000 for similar project and installed 47 lights.

The CDBG program is generally a 75/25 split with a maximum cap of \$400,000 per project. The Village's 50% of the total project costs (or \$200,000) has been requested through the CDBG program. The Village again applied for CDBG funding for the 2019 streetlight project and was successfully recommended for \$200,000 in funding. The CDBG Program is a reimbursable program in which the Village fronts the initial costs and is reimbursed by DuPage County. The 2019 project includes installation of approximately 34 streetlights.

KEY ISSUES:

Due to change in low-moderate income area population for the project location, the Village had to perform an additional income survey of the area after the funding was recommended. This exercise was necessary to prove the area still qualifies for CDBG funding. The Village staff successfully performed the income survey. In addition to the funding delay, the income survey requirement cause further delays to get the project out for bid. The 2019 Annual Residential Streetlight Project - CDBG was advertised on February 20, 2020 with a bid opening on March 5, 2020. The Village only received one (1) bid for the project. Below are the results of the recent bid opening.

COMPANY	BID RESULTS
Utility Dynamics, Inc	\$248,815.00
Engineer's Estimate	\$296,870.00

Although the only bid received for the project was very attractive from the same contractor who has performed this project in the last three years, due to the federal funding involved with the project, the Code of federal Regulation (2 CFR 200.320) requires "Two or more responsible bidders are willing and able to compete effectively for the business." As such, the Village has to reject all bids and re-advertise for this project. Staff made a failed attempt to convince the County to move forward with the award due to the very attractive pricing and distributing the savings to fund other CDBG projects.

Staff is proposing to re-advertise the project for bids on April 23, 2020 with a bid opening on May 7, 2020. Per CDBG agreement, staff has until Feb 28, 2021 to expended all funds and request reimbursement for the project.

ALTERNATIVES:

Discretion of the Village Board

RECOMMENDATION:

Staff recommends approval of rejecting all bids and re-advertising the project.

BUDGET IMPACT:

Not applicable.

In 2020, the Village has budgeted \$200,000 for the 2019 Annual Residential Streetlight Project. The Village is responsible for the 50% of the total construction costs.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Rejection of All bids and Re-advertising for the 2019 Annual Residential Streetlight Project - CDBG

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	4/8/2020	Resolution Letter
Location Map	4/8/2020	Backup Material
bid tab	4/8/2020	Backup Material

RESOLUTION NO.

**AUTHORIZING THE REJECTION OF ALL BIDS AND RE-ADVERTISING
FOR
THE 2019 ANNUAL RESIDENTIAL STREET LIGHT PROJECT -CDBG**

WHEREAS the Village of Bensenville performed a Residential Community Survey in 2011, and

WHEREAS the Survey indicated an overwhelming desire for Residential Street Lighting, and

WHEREAS the Village has included an annual Residential Street Light Program in our Strategic Plan; and

WHEREAS the Village completed a Residential Street Light Program in 2015, 2016, 2017 as well as 2018; and

WHEREAS in an effort to increase the number of lights being installed under this program the Village submitted an application for Community Development Block Grant (CDBG); and

WHEREAS the Village has received the CDBG funding in the amount of \$200,000.00 for the 2019 Annual Residential Streetlight project; and

WHEREAS some project delay has occurred due to funding delay as well as additional requirement to perform an income survey of the project area; and

WHEREAS this project was advertised on February 20, 2020 with a bid opening on March 5, 2020; and

WHEREAS only one bid was received for this project on March 5, 2020; and

WHEREAS for federally funded project, per the Code of Federal Regulation (2 CFR 200.320) two or more responsible bidders are willing and able to compete effectively for the business; and

WHEREAS the Village must reject all bids and re-advertise for the project; 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 rejection of all bids and re-advertising for the 2019 Annual Residential Streetlight Project – CDBG

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, this 14th day of April, 2020.

APPROVED:

Frank DeSimone
Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

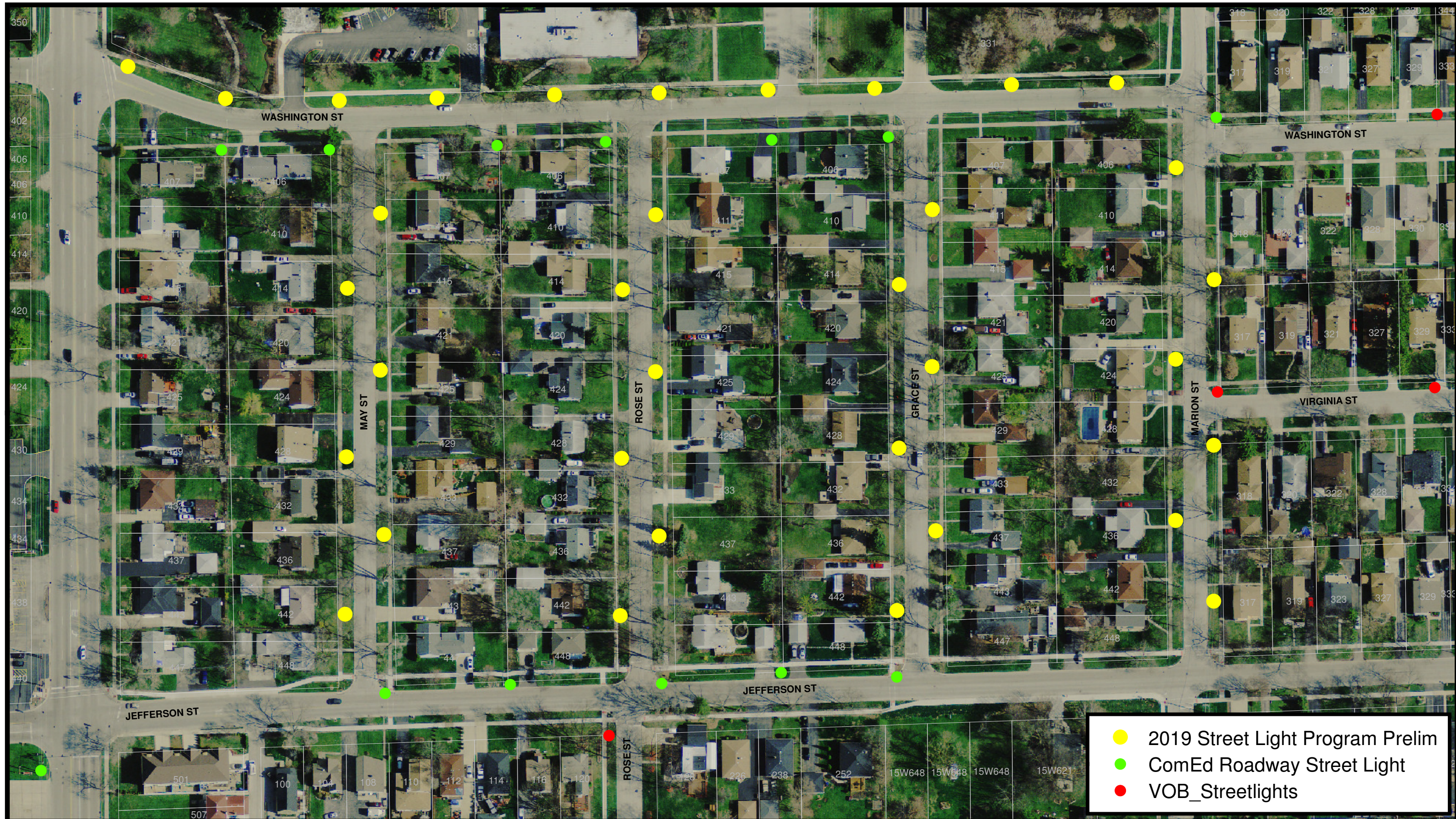
NAYS: _____

ABSENT: _____



Village of Bensenville

2019 Residential Street Light Program Preliminary



VILLAGE OF BENSENVILLE: 2020 RESIDENTIAL STREET LIGHTING PROJECT
JOB NO. 1594

BID TABULATION SHEET

BIDS OPENED: MARCH 5, 2020 BID AT 11:00 A.M.

ITEM NO.	PAY ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		UTILITY DYNAMICS CORPORATION		LOW BID COMPARISON	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT DIFF.	BID DIFF.
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	60	\$70.00	\$4,200.00	\$50.00	\$3,000.00	(\$20.00)	(\$1,200.00)
2	CONTAMINATED WASTE DISPOSAL	CU YD	20	\$150.00	\$3,000.00	\$150.00	\$3,000.00	\$0.00	\$0.00
3	SEEDING CLASS 1 (SPECIAL)	SQ YD	1,000	\$9.00	\$9,000.00	\$25.00	\$25,000.00	\$16.00	\$16,000.00
4	PROTECTIVE COAT	SQ YD	22	\$10.00	\$220.00	\$10.00	\$220.00	\$0.00	\$0.00
5	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	200	\$15.00	\$3,000.00	\$11.00	\$2,200.00	(\$4.00)	(\$800.00)
6	SIDEWALK REMOVAL	SQ FT	200	\$6.00	\$1,200.00	\$3.00	\$600.00	(\$3.00)	(\$600.00)
7	ELECTRIC SERVICE INSTALLATION	EACH	1	\$2,000.00	\$2,000.00	\$770.00	\$770.00	(\$1,230.00)	(\$1,230.00)
8	ELECTRIC UTILITY SERVICE CONNECTION	L SUM	1	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00	\$0.00
9	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	105	\$20.00	\$2,100.00	\$17.00	\$1,785.00	(\$3.00)	(\$315.00)
10	UNDERGROUND CONDUIT, PVC, 3" DIA.	FOOT	501	\$20.00	\$10,020.00	\$15.00	\$7,515.00	(\$5.00)	(\$2,505.00)
11	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	FOOT	4,730	\$10.00	\$47,300.00	\$9.00	\$42,570.00	(\$1.00)	(\$4,730.00)
12	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8	FOOT	16,600	\$1.00	\$16,600.00	\$1.00	\$16,600.00	\$0.00	\$0.00
13	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	315	\$2.00	\$630.00	\$3.00	\$945.00	\$1.00	\$315.00
14	LIGHT POLE, ALUMINUM, 12 FT. M.H. WITH 1-60W LED ORNAMENTAL FIXTURE	EACH	34	\$4,000.00	\$136,000.00	\$2,880.00	\$97,920.00	(\$1,120.00)	(\$38,080.00)
15	LIGHTING CONTROLLER, PEDESTAL MOUNTED, 240VOLT, 100AMP	EACH	1	\$6,500.00	\$6,500.00	\$10,500.00	\$10,500.00	\$4,000.00	\$4,000.00
16	CONSTRUCTION LAYOUT	L SUM	1	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00
17	HANDHOLE, COMPOSITE CONCRETE (SPECIAL)	EACH	16	\$600.00	\$9,600.00	\$460.00	\$7,360.00	(\$140.00)	(\$2,240.00)
18	LIGHTING CONTROLLER FOUNDATION	EACH	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$0.00	\$0.00
19	LIGHT POLE FOUNDATION, METAL, 10" BOLT CIRCLE, 6 5/8" X 6"	EACH	34	\$1,000.00	\$34,000.00	\$545.00	\$18,530.00	(\$455.00)	(\$15,470.00)
20	FUNDING SIGN	EACH	2	\$1,500.00	\$3,000.00	\$400.00	\$800.00	(\$1,100.00)	(\$2,200.00)
TOTAL:				\$296,870.00					
(1) BIDDER'S HAND ENTERED TOTAL BID						(1) \$248,815.00			
(2) SUMMATION OF HAND ENTERED TOTALS EXTENDED:						(2) \$248,815.00			
(3) DIFFERENCE IN BID SUMMATIONS:						(3) \$0.00			
(4) ACTUAL ENTERED BID:						(4) \$248,815.00			