

Village Board

Village President

Frank DeSimone

Trustees

Rosa Camona

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 28, 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. *April 14, 2020 Village Board Meeting Minutes*
- VI. WARRANT
 1. *Warrant Report 4-28-2020 20/08 \$1,841,769.14*
- 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 Finding That a State of Emergency Continues to Exist and is Necessary to Protect the Public Health, Safety and Welfare of the Residents and Business Community*
 - B. Community and Economic Development – No Report
 - C. Finance – No Report
 - D. Police Department – No Report
 - E. Public Works
 1. *Resolution Authorizing the Execution of a Contract with Schroeder Asphalt Services, Inc of Huntley, IL in for the 2020 MFT Hot-Mix Asphalt Pavement Program – General Maintenance in the Not-to-Exceed Amount of \$390,004.22*

F. Recreation

1. *Resolution to Approve an Ice Arena and Facility Usage License Agreement with MyHockey Tournaments, Inc.*
2. *Resolution Authorizing a Facility Usage License Agreement with 200 x 85, LLC. for the ChiTown Shuffle Youth Hockey Tournament*

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 28, 2020**DESCRIPTION:**April 14, 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_200414_VB

Upload Date

4/20/2020

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
April 14, 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*, Panicola*

Absent: Lomax, Perez

A quorum was present.

Staff Present: E. Summers, J. Caracci, J. McCanus, S. Viger*, C. Williamsen

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

PUBLIC COMMENT: There was no Public Comment.

**APPROVAL OF
MINUTES:**

3. The March 24, 2020 Village Board Meeting minutes were presented.

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

All were in favor. Motion carried.

**WARRANT NO.
20/07:**

4. President DeSimone presented **Warrant No. 20/07** in the amount of \$527,641.54.

Motion: Trustee Panicola made a motion to approve the warrants as presented. Trustee Frey the motion.

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.
14-2020:**

5. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 14-2020** entitled 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.**

There were no questions from the Village Board.

Motion: Trustee Panicola made a motion adopt the ordinance as presented.
Trustee Frey seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.
15-2020:**

6. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 15-2020** entitled an **Ordinance Approving a Preliminary and Final Plat of Subdivision for York Wood Resubdivision at 201 S. York Road.**

There were no questions from the Village Board.

Motion: Trustee Panicola made a motion adopt the ordinance as presented.
Trustee Frey seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.
16-2020:**

7. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 16-2020** entitled an **Ordinance Approving a Preliminary and Final Plat of Subdivision for Sexton Property Resubdivision at the Northwest Corner of Grand Avenue and County Line Road.**

There were no questions from the Village Board.

Motion: Trustee Panicola made a motion adopt the ordinance as presented. Trustee Frey seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

PRESENTATION: Director of Finance, Julie McManus, presented a 2020 Financial Outlook with COVID-19 Impact to the Village Board.

Trustee Perez joined the meeting via electronic means at 6:40 p.m.

**Resolution No.
R-38-2020:**

8. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-38-2020** entitled a **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).**

There were no questions from the Village Board.

Motion: Trustee Panicola made a motion approve the resolution as presented. Trustee Frey seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-39-2020:**

9. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-39-2020** entitled a **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.**

There were no questions from the Village Board.

Motion:

Trustee Panicola made a motion approve the resolution as presented. Trustee Frey seconded the motion.

ROLL CALL:

AYES: Carmona, Franz, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-40-2020:**

10. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-40-2020** entitled a **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.**

There were no questions from the Village Board.

Motion:

Trustee Panicola made a motion approve the resolution as presented. Trustee Frey seconded the motion.

ROLL CALL:

AYES: Carmona, Franz, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-41-2020:**

11. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-41-2020** entitled a **Resolution Authorizing the Rejection of All bids and Re-advertising for the 2019 Annual Residential Streetlight Project - CDBG.**

There were no questions from the Village Board.

Minutes of the Village Board Meeting
April 14, 2020 Page 5

Motion: Trustee Panicola made a motion approve the resolution as presented. Trustee Frey seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**PRESIDENT'S
REMARKS:**

President DeSimone thanked all Bensenville Residents and Businesses for their incredible support and generosity to one another throughout this pandemic. President DeSimone stated he is proud to be a part of Bensenville and seeing what everyone is doing for one another. President DeSimone stated the Village Board and himself are committed now, more than ever, to providing much needed services and support to Bensenville Residents and Businesses. President DeSimone announced he has signed several Executive Orders in the past weeks to help reduce hardships on Bensenville. President DeSimone announced Village Staff has also implemented mini birthday parades for children and chalk the walk contest. President DeSimone asks all to Stay Healthy.

**MANAGERS
REPORT:**

Village Manager, Evan Summers, had no report.

**VILLAGE ATTORNEY
REPORT:**

Village Attorney, Joseph Montana, had no report.

**UNFINISHED
BUSINESS:**

There was no unfinished business.

NEW BUSINESS:

Village Clerk, Nancy Quinn, reminded all to complete their 2020 Census.

**EXECUTIVE
SESSION:**

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

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

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 7:16 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:**4/28/2020**DESCRIPTION:**Warrant Report 4-28-2020 20/08 \$1,841,769.14**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:**Warrant Report 4-28-2020 20/08 \$1,841,769.14**ATTACHMENTS:****Description**Warrant Report 4-28-2020 20/08 \$1,841,769.14**Upload Date**4/23/2020**Type**Backup Material

VILLAGE OF BENSENVILLE WARRANT 20/08

April 28, 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 28, 2020 hereby authorizing the Director of Finance to disburse \$ 1,841,769.14 the accounts indicated in the attached report.

NANCY QUINN
VILLAGE CLERK

FRANK DESIMONE
VILLAGE PRESIDENT



BENSENVILLE
GATEWAY TO OPPORTUNITY

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
A & A EQUIPMENT & SUPPLY CO. 2691									
127303	INV# 127303 CEMENT- HYDRAULIC	BENSENVILLE	20201142	05/01/2020	51050540-552520	PW	WATER MAIN PARTS	\$97.69	0
								97.69	
ADVANCE AUTO PARTS 808									
8751007122428	INV# 8751007122428- 951 1156 L	BENSENVILLE	20201124	04/10/2020	51050570-542410	PW	R&M VEHICLES	\$34.98	0
8751009138970	OIL STABILIZER-SQ #315-INV #87	BENSENVILLE	20201079	04/30/2020	11040110-542410	PD	R&M VEHICLES	\$14.03	0
8751009171476	INV#8751009171476- 229	BENSENVILLE	20201121	04/30/2020	51050540-542410	PW	R&M VEHICLES	\$48.83	0
8751009171520	INV#8751009171476- 229	BENSENVILLE	20201121	04/30/2020	11050420-542410	PW	R & M VEHICLES	\$53.89	0
8751009271541	INV# 8751009271541 - 228 INT M	BENSENVILLE	20201122	05/01/2020	51050540-542410	PW	R&M VEHICLES	\$101.39	0
8751009371598	INV# 8751009371598- 806 SPARK	BENSENVILLE	20201123	05/02/2020	11050430-554510	PW	SMALL TOOLS & EQUIPMENT	\$2.24	0
8751009771766	INV# 8751009271541 - 228 INT M	BENSENVILLE	20201122	05/06/2020	11050490-542410	PW	R & M VEHICLES	\$171.91	0
8751009824161	INV# 8751009271541 - 228 INT M	BENSENVILLE	20201122	05/07/2020	51050540-542410	PW	R&M VEHICLES	\$128.95	0
8751010024247	INV# 8751009271541 - 228 INT M	BENSENVILLE	20201122	05/09/2020	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$16.08	0
8751010471929	INV# 8751007122428- 951 1156 L	BENSENVILLE	20201124	05/13/2020	11050430-542410	PW	R&M VEHICLES	\$51.46	0
8751010471943	IGNITION SWITCH-SQ #306-INV #8	BENSENVILLE	20201111	05/13/2020	11040110-542410	PD	R&M VEHICLES	\$5.97	0
8751010471965	INV# 8751007122428- 951 1156 L	BENSENVILLE	20201124	05/13/2020	11050420-542410	PW	R & M VEHICLES	\$23.30	0
8751010471968	INV# 8751007122428- 951 1156 L	BENSENVILLE	20201124	05/13/2020	11050420-542410	PW	R & M VEHICLES	\$7.83	0
8751010471970	CREDIT ON CORE ALTERNATOR	BENSENVILLE		04/13/2020	51050540-542410	FN	R&M VEHICLES	\$-25.00	0
8751010471971	CREDIT ON CORE STARTER	BENSENVILLE		05/13/2020	11050490-542410	FN	R & M VEHICLES	\$-10.00	0
8751010539591	INV# 8751007122428- 951 1156 L	BENSENVILLE	20201124	05/14/2020	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$7.72	0
								633.58	
AFSCME 3105									
04172020	APRIL UNION DUES 4/17/2020		20201089	05/17/2020	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$1,623.76	9005977
04172020A	MVP NATIONAL PEOPLE PR WH 4/17		20201088	05/17/2020	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$12.60	9005984
								1,636.36	
ALEXIAN BROTHERS CORPORATE HE 12656									
703039	5 PANEL RAPID DRUG SCREEN - R	CHICAGO	20201071	04/30/2020	11020130-541210	AD	PHYSICAL EXAMS	\$227.00	0
								227.00	
AMERICAN CONSERVATION & BILLING 1262									
10997	AQUAHAWK 5/1-6/1/2020	COLORADO SP	20201035	05/01/2020	51030250-549990	FN	OTHER CONTRACTUAL SERVICES	\$995.00	0
								995.00	
ANDERSON LOCK CO. 6304									

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/28/2020

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
1037819	INV# 1037819 21WO 5/16 PADLOCK	DES PLAINES	20201042	05/09/2020	51050560-542310	PW	R&M MATERIALS & EQUIPMENT	\$215.52 215.52	0
APWA 9872									
20713-2020	MEMBERSHIP RENEWEL- 7.1.2020-	KANSAS CITY	20201157	05/06/2020	11050110-521110	PW	MEMBERSHIP DUES	\$700.00 700.00	0
ARAMSCO, INC. 893									
S3983037.001	INV# S3983037.001 A68383 15 X	ELGIN	20201059	04/16/2020	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$182.72 182.72	0
A-SPECIAL ELECTRIC SERVICE & SUF 3568									
151688	LED HIGH BAY FIXTURE - JOHN ST	WOOD DALE	20201149	03/08/2020	11174100-542310	SF	R&M EQUIPMENT	\$378.00 378.00	0
B & H PHOTO VIDEO 11842									
169740606	CONVERTER BOXES FOR STUDIO	NEW YORK	20200891	05/02/2020	11020170-572173	AD	BROADCASTING - LOCAL CHANNE	\$904.68 904.68	0
BALANCED ENVIRONMENTS, INC. 1771									
80358	R-8-20 TREE REMOVAL STUMP GR	OLD MILL CREE	20200310	04/25/2020	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$5,392.00	0
80641	R-8-20 TREE REMOVAL STUMP GR	OLD MILL CREE	20200310	05/13/2020	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$11,287.50 16,679.50	0
BATTERY SERVICE CORPORATION 2716									
0059909	INVOICE# 0059909 BATTERY FOR E	BENSENVILLE	20201010	04/17/2020	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$41.00	0
0060192	BATTERY - 221	BENSENVILLE	20201011	04/25/2020	51050570-542410	PW	R&M VEHICLES	\$1.95	0
0060941	NEW BATTERY-SQUAD #304-INV #C	BENSENVILLE	20201113	05/17/2020	11040110-542410	PD	R&M VEHICLES	\$100.95 143.90	0
BENSENVILLE ELEMENTARY SCHOOL 2721									
MAR-APR 2020	MAR-APR COMMUNITY NEWSLETT	BENSENVILLE	20201054	05/08/2020	11020170-572171	AD	NEWSLETTER	\$1,480.29 1,480.29	0
BEST QUALITY FACILITY SERVICES, L 1619									
32634	CLEANING SERVICE-APRIL2020-INV	FRANKLIN PAR	20201085	05/01/2020	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$2,200.00 2,200.00	0

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/28/2020

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
BOLINGER LACH & ASSOCIATES, INC.									
281									
20218-10	R-128-18 ENG SERV YORK RD PRO	ITASCA	20200416	04/30/2020	31050400-596000	PW	CAPITAL CONSTRUCTION	\$2,827.86	0
20219-8	R-109-18 ENG SERV CHURCH RD	ITASCA	20200417	04/30/2020	31080820-536515	PW	ENG SVC - PROJECT MANAGEME	\$4,913.46	0
								7,741.32	
BRENNTAG GREAT LAKES, LLC									
12424									
BGL818372	R-141-19 PURCHASE & DELIVERY C	CHICAGO	20200024	04/30/2020	51050570-554120	PW	CHEMICALS	\$3,726.00	0
								3,726.00	
BRIGHT DIRECTIONS									
683									
04172020	BRIGHT DIRECTIONS PR WH 4/17/2	LINCOLN	20201078	05/17/2020	11000000-213500	FN	PAYROLL DEDUCT'N-BRIGHT STAI	\$200.00	9005983
								200.00	
CALL ONE									
512									
230557	SERVICE 4/15-5/14/2020	CLEVELAND	20201048	05/15/2020	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$3,510.90	0
								3,510.90	
CAMCO LUBRICANTS									
1303									
56499	AMMONIA REFRIGERATION OIL	HAM LAKE	20201132	03/14/2020	11174100-554120	SF	CHEMICALS	\$471.21	0
								471.21	
CAPITALONE, NA									
1587									
02449Q	ILLINOIS TOLLWAY - IPASS REPLEI	NEW ORLEANS	20201100	04/18/2020	11050490-549990	FN	OTHER CONTRACTUAL SERVICE	\$50.00	9005976
03112020	USPS - MAILING	NEW ORLEANS	20201099	04/10/2020	11020110-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$10.90	9005976
04022020	DAILY HERALD - MONTHLY SUBSC	NEW ORLEANS	20201099	05/02/2020	11020110-525010	AD	BOOKS/PAMPHLETS/PUBLICATIO	\$19.99	9005976
0551-014757320	REPUBLIC SERVICES - FEBRUARY	NEW ORLEANS	20201100	03/30/2020	57020580-579990	FN	DISPOSAL CHARGES	\$82,774.74	9005976
107164	DEENTERPRISES INC - HAND SANI	NEW ORLEANS	20201097	04/24/2020	11020190-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$244.80	9005976
107304	DEENTERPRISES INC - HAND SANI	NEW ORLEANS	20201097	04/29/2020	11020190-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$561.60	9005976
111-0550172-1849C	AMAZON - RUBBER STAMP & DVD-	NEW ORLEANS	20201100	04/04/2020	11040110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$29.96	9005976
111-0869162-1312C	AMAZON - SAFETY GRANT SUPPLI	NEW ORLEANS	20201100	04/05/2020	11020150-554530	FN	SAFETY EQUIP-GRANT EXPEND	\$284.00	9005976
111-1153567-0873C	AMAZON - SAFETY GRANT SUPPLI	NEW ORLEANS	20201100	04/05/2020	11020150-554530	FN	SAFETY EQUIP-GRANT EXPEND	\$854.94	9005976
111-1725297-5725C	AMAZON - SANDISK INTERNAL SOL	NEW ORLEANS	20201100	04/19/2020	11020190-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$109.98	9005976
111-3161717-7877C	AMAZON - DERMADAILY MOISTURI	NEW ORLEANS	20201100	04/29/2020	11020190-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$70.00	9005976
111-3884091-2785C	AMAZON - HP POWER SUPPLY	NEW ORLEANS	20201100	04/25/2020	11020180-552135	FN	MATERIAL/SUPPLIES-EQUIPMENT	\$63.44	9005976
111-3968151-0140C	AMAZON - SANDISK INTERNAL STC	NEW ORLEANS	20201100	04/18/2020	11020190-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$49.29	9005976
111-5728512-4208C	AMAZON - FUJITSU PDF SCANNER	NEW ORLEANS	20201100	04/19/2020	11020190-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$242.29	9005976
111-5774867-0949C	AMAZON - CC RECEIPT PRINTER P	NEW ORLEANS	20201100	04/05/2020	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$22.73	9005976

FOR CHECKS DATED: 4/28/2020

CED
401

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/28/2020

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
CHICAGO PARTS & SOUND, LLC									
929									
1-0136277	BRAKES/PADS/ROTOR-SQ #304/ST	ELK GROVE VII	20201005	04/26/2020	11040110-542410	PD	R&M VEHICLES	\$749.44	0
1J0003688	INV#1J0003688 GENERAL SERVICE	ELK GROVE VII	20201125	05/06/2020	11050420-542410	PW	R & M VEHICLES	\$225.00	0
								974.44	
CHICAGO TITLE & TRUST COMPANY									
764									
20023467	ANNUAL FEES - 7-23 S CENTER ST	CHICAGO	20201025	04/30/2020	11070790-549990	FN	OTHER CONTRACTUAL SERVICE	\$265.00	0
								265.00	
CHRISTOPHER B BURKE ENGINEERIN									
2738									
157685	R-111-18 WHITE PINES DESIGN	ROSEMONT	20200431	05/13/2020	51500000-536510	PW	ENGINEERING SERVICES	\$4,411.04	0
								4,411.04	
CINEVIZION, LLC									
1507									
P235986	EXHIBITOR FEES- DARK WATERS	LOS ANGELES	20201065	05/17/2020	11070790-540110	SF	POSTAGE/DELIVERY SERVICE	\$40.00	0
								40.00	
CINTAS									
13176									
8404584539	MEDICAL CABINET SUPPLIES-INV #	MAYWOOD	20201047	05/03/2020	11040110-542110	PD	R&M BUILDING	\$117.07	0
								117.07	
CITRON HYGIENE US CORP									
1548									
441049	INV# 441051 AUTOFRESH- JOHN S	BILLERICA	20201136	04/10/2020	11070790-542112	SF	R & M BUILDING-CLEANING	\$15.77	0
441050	INV# 441051 AUTOFRESH- JOHN S	BILLERICA	20201136	04/10/2020	11174100-542112	SF	R&M BUILDING-CLEANING	\$291.68	0
441051	INV# 441051 AUTOFRESH- JOHN S	BILLERICA	20201136	04/10/2020	11174100-542112	SF	R&M BUILDING-CLEANING	\$86.72	0
441052	INV# 441052 AUTRO FRESH FRAGF	BILLERICA	20201135	04/10/2020	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$31.53	0
5383	AEROGREEN 8 X 1LITER- QTY 2	BILLERICA	20201066	04/10/2020	11174100-542112	SF	R&M BUILDING-CLEANING	\$117.28	0
								542.98	
CLARKE ENVIRONMENTAL MOSQ. MA									
2765									
001009886	R-151-19 MOSQUITO ABATEMENT S	CHICAGO	20200052	05/13/2020	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$7,299.00	0
								7,299.00	
COMMONWEALTH EDISON									
2668									
0704031005-0320	COMED- 4548117053 2.282020-3.3	CAROL STREA	20201039	04/30/2020	11050420-541370	PW	ELECTRICITY	\$105.13	0
4548117053-0320	COMED- 4548117053 2.282020-3.3	CAROL STREA	20201039	04/29/2020	11050420-541370	PW	ELECTRICITY	\$58.84	0
4851030016-0220A	COMED- 4548117053 2.282020-3.3	CAROL STREA	20201039	05/02/2020	11050420-541370	PW	ELECTRICITY	\$1,019.52	0

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								1,183.49	
CONSTELLATION ENERGY SERVICES									
13016									
3355640000-0320	CONSTELLATION-6561640000-0320	CAROL STREAI	20201163	05/13/2020	11174100-541370	SF	ELECTRICITY	\$3,183.01	0
6581640000-0320	CONSTELLATION-6561640000-0320	CAROL STREAI	20201163	05/13/2020	11174100-541370	SF	ELECTRICITY	\$3,542.87	0
763464-0-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$67.67	0
763464-1-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$54.65	0
763464-10-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$344.00	0
763464-11-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$47.48	0
763464-12-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$41.22	0
763464-13-0320	CONSTELLATION-763464-25-0320	CAROL STREAI	20201072	04/30/2020	11174100-541370	SF	ELECTRICITY	\$16,466.69	0
763464-15-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$424.65	0
763464-16-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$95.65	0
763464-18-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$43.92	0
763464-19-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$1,071.52	0
763464-2-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	51050550-541370	PW	ELECTRICITY/GAS	\$3,229.62	0
763464-20-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$51.63	0
763464-21-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	51050550-541370	PW	ELECTRICITY/GAS	\$2,796.01	0
763464-22-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$194.17	0
763464-23-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	51050570-541370	PW	ELECTRICITY/GAS	\$21,773.28	0
763464-25-0320	CONSTELLATION-763464-25-0320	CAROL STREAI	20201072	04/30/2020	11174100-541370	SF	ELECTRICITY	\$9,154.49	0
763464-26-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	51050550-541370	PW	ELECTRICITY/GAS	\$3,680.82	0
763464-28-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$1,405.99	0
763464-3-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$203.49	0
763464-33-0320	CONSTELLATION-763464-35-0320	CAROL STREAI	20201073	04/30/2020	11070720-541370	SF	ELECTRICITY	\$67.80	0
763464-34-0320	CONSTELLATION-763464-35-0320	CAROL STREAI	20201073	04/30/2020	11070720-541370	SF	ELECTRICITY	\$24.93	0
763464-35-0320	CONSTELLATION-763464-35-0320	CAROL STREAI	20201073	04/30/2020	11070790-541370	SF	ELECTRICITY	\$303.48	0
763464-36-0320	CONSTELLATION-763464-25-0320	CAROL STREAI	20201072	04/30/2020	11070790-541370	SF	ELECTRICITY	\$356.21	0
763464-37-0320	CONSTELLATION-763464-25-0320	CAROL STREAI	20201072	04/30/2020	11070790-541370	SF	ELECTRICITY	\$240.28	0
763464-38-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$26.79	0
763464-39-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	11050420-541370	PW	ELECTRICITY	\$92.40	0
763464-4-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$86.90	0
763464-40-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	51050550-541370	PW	ELECTRICITY/GAS	\$78.17	0
763464-41-0320	CONSTELLATION-763464-41-0320	CAROL STREAI	20201046	05/03/2020	11050420-541370	PW	ELECTRICITY	\$45.00	0
763464-42-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	11050420-541370	PW	ELECTRICITY	\$80.52	0
763464-43-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	11050420-541370	PW	ELECTRICITY	\$283.78	0
763464-44-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	11050420-541370	PW	ELECTRICITY	\$73.36	0
763464-45-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	11050420-541370	PW	ELECTRICITY	\$366.10	0
763464-5-0320	CONSTELLATION-763464-25-0320	CAROL STREAI	20201072	04/30/2020	11070720-541370	SF	ELECTRICITY	\$1,530.28	0

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763464-6-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$25.66	0
763464-7-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$58.53	0
763464-8-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$806.45	0
763464-9-0320	CONSTELLATION-763464-15-0320	CAROL STREAI	20201057	04/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$95.21	0
								72,514.68	
CORE & MAIN LP									
12655									
L785127	R-9-20 APPROVED VENDER WATER	ST LOUIS	20200325	04/30/2020	51050540-552520	PW	WATER MAIN PARTS	\$1,015.00	0
M065373	R-9-20 APPROVED VENDER WATER	ST LOUIS	20200325	05/08/2020	51050540-552520	PW	WATER MAIN PARTS	\$48.00	0
M096495	R-9-20 APPROVED VENDER WATER	ST LOUIS	20200325	05/08/2020	51050540-552520	PW	WATER MAIN PARTS	\$423.00	0
								1,486.00	
DAILY HERALD									
7111									
45709	ACCT 107649 - INV# 45709 PAVEME	CAROL STREAI	20201044	04/27/2020	11050110-532100	PW	PROFESSIONAL SERVICES	\$179.40	0
								179.40	
DELUXE ECHOSTAR, LLC									
884									
80050465	CREDIT ON LION KING & TOY STOF	LOS ANGELES		12/30/2019	11070790-540110	FN	POSTAGE/DELIVERY SERVICESS	\$-79.90	0
92143861	EXHIBITOR DELIVERY & SERVICE-	LOS ANGELES	20201058	04/29/2020	11070790-540110	SF	POSTAGE/DELIVERY SERVICESS	\$39.95	0
92146373	EXHIBITOR DELIVERY & SERVICE-	LOS ANGELES	20201058	04/29/2020	11070790-540110	SF	POSTAGE/DELIVERY SERVICESS	\$119.85	0
								79.90	
DRYDON EQUIPMENT, INC.									
1094									
15220	INV# 15220 AERZEN AIR FILTER C	ELGIN	20201007	03/16/2020	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$814.60	0
								814.60	
DUKES OIL SERVICE, LLC									
1659									
90647	INV#90647 RECLAIM WASTE OIL	BENSENVILLE	20201139	05/08/2020	11050490-549990	PW	OTHER CONTRACTUAL SERVICE	\$50.00	0
								50.00	
DUPAGE COUNTY ANIMAL CONTROL									
3917									
7105	P/U STRAY DOG-3/11/20-INV #710	WHEATON	20201031	05/04/2020	11040340-548410	PD	ANIMAL CONTROL SERVICES	\$225.00	0
								225.00	
DUPAGE COUNTY RECORDER									
3522									
R2020-025969	R2020-025969	WHEATON	20201116	04/15/2020	11010030-541140	FN	LEGAL NOTICES	\$11.00	0
R2020-025970	R2020-025970	WHEATON	20201116	04/15/2020	11010030-541140	FN	LEGAL NOTICES	\$11.00	0
R2020-027607	R2020-027607	WHEATON	20201116	04/18/2020	11010030-541140	FN	LEGAL NOTICES	\$11.00	0

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								33.00	
DUPAGE TOPSOIL, INC.									
9538									
049645	INV# 049645 DIRT	WHEATON	20201156	04/30/2020	11050430-542811	PW	R&M ROW	\$1,065.00	0
049678	INV# 049678 SEMIS PULV DELIVER	WHEATON	20201155	05/07/2020	51050540-542811	PW	R&M RIGHT OF WAY	\$1,420.00	0
								2,485.00	
DUPAGE WATER COMMISSION									
5295									
FEBRUARY 2020	FEBRUARY 2020 CONSUMPTION	ELMHURST	20200839	03/30/2020	51050550-545520	PW	DUPG WTR COMM-WATER PURCH	\$199,719.45	9005946
								199,719.45	
ENERGENECS, INC.									
900									
0039739-IN	MISC SERVICE	SAUKVILLE	20201003	03/28/2020	51050560-549990	PW	OTHER CONTRACTUAL SERVICES	\$443.51	0
0039851-IN	INV#0039851-IN SERVICE CALL	SAUKVILLE	20201004	04/18/2020	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$2,300.00	0
								2,743.51	
ENGINEERING RESOURCE ASSOCIATES									
613									
13020200.46	STORMWATER REVIEW SERVICES	WARRENVILLE	20200586	04/26/2020	11050110-532100	PW	PROFESSIONAL SERVICES	\$1,436.81	0
								1,436.81	
EX-STINK PLUMBING & SEWER									
950									
17182A	1201 ELMHURST ST. EMERGENCY	FOX LAKE	20194676	11/13/2019	51050560-549990	PW	OTHER CONTRACTUAL SERVICES	\$7,375.00	0
								7,375.00	
FACTORY MOTOR PARTS									
394									
136-010527	INV# 136-010527 - 229 DEL AFS9	MINNEAPOLIS	20201118	05/10/2020	51050540-542410	PW	R&M VEHICLES	\$56.35	0
61-473240	INV# 136-010527 - 229 DEL AFS9	MINNEAPOLIS	20201118	05/10/2020	51050540-542410	PW	R&M VEHICLES	\$166.10	0
								222.45	
FIRSTSPEAR, LLC									
1778									
114661	S.W.A.T. TRAINING VEST-LABUZ-I	FENTON	20201038	05/08/2020	11020150-554530	PD	SAFETY EQUIP-GRANT EXPEND	\$819.18	0
								819.18	
FLEETPRIDE, INC.									
511									
49497303	INV#49497303 - 252 3030 COMBIN	DALLAS	20201120	05/09/2020	51050540-542410	PW	R&M VEHICLES	\$128.18	0
								128.18	

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FUL LIFE, LLC									
355									
51963	INV# 51964 CALIBRATION SERVICE	ROSELLE	20201001	04/11/2020	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$77.50	0
51964	INV# 51964 CALIBRATION SERVICE	ROSELLE	20201001	04/11/2020	51050550-549990	PW	OTHER CONTRACTUAL SERVICES	\$77.50	0
52140	HARD HATS + PRINTING	ROSELLE	20200894	05/20/2020	11050110-554810	PW	UNIFORMS-PURCHASE	\$154.85	0
52140	HARD HATS + PRINTING	ROSELLE	20200894	05/20/2020	11050420-554810	PW	UNIFORMS	\$154.85	0
52140	HARD HATS + PRINTING	ROSELLE	20200894	05/20/2020	11050430-554810	PW	UNIFORMS-PURCHASE	\$110.91	0
52140	HARD HATS + PRINTING	ROSELLE	20200894	05/20/2020	11050440-554810	PW	UNIFORMS - PURCHASE	\$89.39	0
52140	HARD HATS + PRINTING	ROSELLE	20200894	05/20/2020	11050490-554810	PW	UNIFORMS - PURCHASE	\$89.39	0
52140	HARD HATS + PRINTING	ROSELLE	20200894	05/20/2020	51050110-554810	PW	UNIFORMS	\$89.39	0
52140	HARD HATS + PRINTING	ROSELLE	20200894	05/20/2020	51050540-554810	PW	UNIFORMS	\$198.37	0
52140	HARD HATS + PRINTING	ROSELLE	20200894	05/20/2020	51050570-554810	PW	UNIFORMS	\$154.85	0
								1,197.00	
GEIB INDUSTRIES, INC.									
2833									
600524-001	INV#600524-001 - 267 GACCTR144	BENSENVILLE	20201143	05/06/2020	11050420-542410	PW	R & M VEHICLES	\$224.10	0
600834-001	INV# 600834-001 1" BALL VALVE	BENSENVILLE	20201012	04/16/2020	51050540-552520	PW	WATER MAIN PARTS	\$44.04	0
602130-001	INV# - 267 GACCTR1443374 1/2"	BENSENVILLE	20201144	05/06/2020	11050420-542410	PW	R & M VEHICLES	\$207.30	0
								475.44	
HERRERA, SAUL (E)									
821									
04222020	DISINFECT/STERILIZING SUPPLIES	CHICAGO	20201114	05/22/2020	11020190-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$309.38	0
								309.38	
HILTI, INCORPORATED									
3372									
4615515775	INV# 4615515775 ADH ANCHOR HY	PHILADELPHIA	20201068	04/11/2020	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$457.50	0
461557590	INV#4615576590 ADH ANCHOR HY	PHILADELPHIA	20201147	04/29/2020	51050540-552520	PW	WATER MAIN PARTS	\$518.50	0
								976.00	
HOME DEPOT CREDIT SERVICES									
7665									
2093251	MISC SUPPLIES- BOCCE COURTS	LOUISVILLE	20201021	04/05/2020	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$13.68	0
2110149	MISC SUPPLIES- BOCCE COURTS	LOUISVILLE	20201021	04/05/2020	51050570-554510	PW	SMALL TOOLS & EQUIPMENT	\$28.98	0
2111389	DENATURED ALCOHOL- QTY 2	LOUISVILLE	20201022	04/15/2020	51050570-552550	PW	LAB SUPPLIES	\$29.96	0
5111037	DENATURED ALCOHOL- QTY 2	LOUISVILLE	20201022	04/12/2020	51050570-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$3.76	0
5111037	DENATURED ALCOHOL- QTY 2	LOUISVILLE	20201022	04/12/2020	51050570-554510	PW	SMALL TOOLS & EQUIPMENT	\$104.85	0
7360349	MISC SUPPLIES- BOCCE COURTS	LOUISVILLE	20201021	04/10/2020	51050570-542410	PW	R&M VEHICLES	\$38.86	0
7520140	PRUNERS	LOUISVILLE	20201152	05/20/2020	11174100-542310	SF	R&M EQUIPMENT	\$24.98	0
9014740	MISC SUPPLIES- BOCCE COURTS	LOUISVILLE	20201021	04/08/2020	31080800-593000	PW	CAPITAL OUTLAY-IMPROVEMENT:	\$59.40	0
9014772	MISC SUPPLIES- BOCCE COURTS	LOUISVILLE	20201021	04/08/2020	31080800-593000	PW	CAPITAL OUTLAY-IMPROVEMENT:	\$91.77	0

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350077	CALIBRATION	COUNTRYSIDE	20201069	04/04/2020	11050110-532100	PW	PROFESSIONAL SERVICES	\$125.00 125.00	0
LANER MUCHIN LTD									
11469									
582847	LEGAL SERVICES PERFORMED TH	CHICAGO	20201055	05/01/2020	11020120-533110	AD	LEGAL SERVICES-GENERAL	\$248.00 248.00	0
M.E. SIMPSON COMPANY, INC.									
3000									
34967	LEAK LOCATE SERVIE 540 HILLSID	VALPARAISO	20201041	04/30/2020	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$820.00 820.00	0
MARQUARDT & BELMONTE P.C.									
127									
10531	VILLAGE PROSECUTIONS AND ADI	WHEATON	20201095	04/30/2020	11020120-533210	AD	LEGAL SERVICES-PROSECUTION	\$3,226.95 3,226.95	0
MCCANN INDUSTRIES, INC.									
2916									
P22598	INV#P22598 - BOCCE 4X12" HOOPS	CHICAGO	20201040	05/06/2020	31080800-593000	PW	CAPITAL OUTLAY-IMPROVEMENT:	\$72.66	0
R01676	INV# R01676 16' ALUMINUM CONC	CHICAGO	20201067	04/10/2020	31080800-593000	PW	CAPITAL OUTLAY-IMPROVEMENT:	\$39.20 111.86	0
MCMASTER-CARR									
2917									
26303884	INV# 26303884 MOBIL VELOCITE N	CHICAGO	20201014	02/02/2020	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$161.65 161.65	0
MEL'S CAR CARE CENTER									
10199									
31528	INV# 31528 - 204 FREON	MELROSE PAR	20201158	05/15/2020	11050110-542410	PW	R&M VEHICLES	\$188.00 188.00	0
MENARDS									
11265									
54352	1/2" 3HL GANG BOX 1/2" 4hl GAN	MELROSE PAR	20201023	04/10/2020	51050570-542410	PW	R&M VEHICLES	\$51.64	0
56092	INV#56092 GRY 1-GNG NM WIU SHI	MELROSE PAR	20201159	05/07/2020	11050440-542110	PW	R&M BUILDING	\$35.28	0
56129	INV#56092 GRY 1-GNG NM WIU SHI	MELROSE PAR	20201159	05/07/2020	11050440-542110	PW	R&M BUILDING	\$18.19 105.11	0
MESIROW INSURANCE SERVICES, INC									
1606									
1252621	MARCH QUARTERLY INSTALLMEN	CHICAGO	20201050	03/05/2020	11020150-549990	AD	OTHER CONTRACTUAL SERVICE	\$17,127.00	0
1253160	MARCH QUARTERLY INSTALLMEN	CHICAGO	20201052	04/01/2020	11020150-549990	AD	OTHER CONTRACTUAL SERVICE	\$25,141.00	0
1299760	MARCH QUARTERLY INSTALLMEN	CHICAGO	20201049	03/29/2020	11020150-549990	AD	OTHER CONTRACTUAL SERVICE	\$7,154.00	0

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1299761	MARCH QUARTERLY INSTALLMEN	CHICAGO	20201051	03/29/2020	11020150-549990	AD	OTHER CONTRACTUAL SERVICE	\$9,312.00	0
								58,734.00	
METRO TANK AND PUMP COMPANY									
1366									
16380	MONTHLY UST INSPECTION CHUR	WHEELING	20200306	05/15/2020	51050560-549990	PW	OTHER CONTRACTUAL SERVICES	\$350.00	0
								350.00	
METROPOLITAN ALLIANCE POLICE									
8009									
APRIL 2020	APRIL 2020 UNION DUES	BOLINGBROOK	20201090	05/17/2020	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$1,178.00	9005985
								1,178.00	
MEYER LABORATORY, INC.									
7582									
0726128-IN	INV# 0726128-IN CPC-44575 LIQU	BLUE SPRINGS	20201020	04/18/2020	51050570-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$50.26	0
								50.26	
MICHAEL ALPER									
9									
174831	REFUND FOR COVID-19 LTS CANCE			05/13/2020	11174300-437430	FN	RINK REVENUE-FIGURE SKATING	\$36.00	0
								36.00	
MIDWEST CHEMICAL & EQUIPMENT									
1780									
6263	INV 6263 8847FSB 1DR POLYMER	DE PERE	20201008	03/27/2020	51050570-554120	PW	CHEMICALS	\$608.58	0
								608.58	
MIDWEST WATER GROUP, INC.									
798									
N. ATKINS - 2020	NASSCO PIPELINE ASSESMENT CE	CRYSTAL LAKE	20200787	04/16/2020	51050570-521510	PW	EDUC/SEMRS/MTGS/TRNG	\$575.00	0
								575.00	
MILL CREEK WB, LLC									
1790									
15.4.03-2020	15.4.03 - IL RTE 83 BIKEPATH WETI	ROSEMONT		05/17/2020	31080820-536513	FN	ENG SVC - DESIGN	\$1,000.00	166729
								1,000.00	
MILLER INDUSTRIAL, LLC									
6509									
DEVR3-35476	MISC- CLEANING SUPPLIES	ELK GROVE VII	20201018	04/09/2020	51050550-542310	PW	R&M MATERIALS & EQUIPMENT	\$35.85	0
SI-241479	MISC- CLEANING SUPPLIES	ELK GROVE VII	20201018	05/10/2020	51050110-551110	PW	MATERIAL/SUPPLIES	\$51.20	0
SI-245385	10 BOXES OF GLOVES-INV #SI2453	ELK GROVE VII	20201017	05/01/2020	11020190-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$158.00	0
								245.05	

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MONTANA & WELCH, LLC.									
1410									
12619	LEGAL SERVICES - GENERAL - MAI	PALOS HEIGHT	20201133	05/20/2020	11020120-533110	AD	LEGAL SERVICES-GEN'L MATTER	\$15,706.25	0
12620	LEGAL SERVICES - GENERAL - MAI	PALOS HEIGHT	20201133	05/20/2020	11020120-533510	AD	LEGAL SERVICES-LITIGATION	\$656.25	0
								16,362.50	
MUNICIPAL SYSTEMS, INC.									
12974									
18868	MOVE/ABC PRGM FEE-MAR20-INV :	PALOS HTS	20201032	05/06/2020	11040110-542100	PD	MAINTENANCE AGREEMENTS	\$75.00	0
18869	PARK/ORD PRGM FEEMAR20-INV #	PALOS HTS	20201056	05/06/2020	11040110-542100	PD	MAINTENANCE AGREEMENTS	\$2,950.00	0
								3,025.00	
NAFISCO, INC.									
9986									
00010324	R-9-20 BLANKET PO - STREET SIG	ROMEIOVILLE	20200321	04/09/2020	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$101.47	0
00010325	R-9-20 BLANKET PO - STREET SIG	ROMEIOVILLE	20200321	04/09/2020	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$159.06	0
								260.53	
NCPERS IL IMRF									
5424									
0582052020	MAY 2020 LIFE INSURANCE	JACKSONVILLE	20201117	05/13/2020	11000000-214120	FN	PAYROLL DEDUCT'N-LIFE INS	\$128.00	0
								128.00	
NICOR									
2673									
05733400005-0320	NICOR-54863400005-0320	CAROL STREAI	20201141	05/09/2020	11070790-541370	SF	ELECTRICITY	\$85.90	0
10557800009-0320	NICOR-61-43-74-0000 7 - FEB/MA	CAROL STREAI	20201053	04/26/2020	51050560-541370	PW	ELECTRICITY/GAS	\$278.11	0
18171928346-0320	SERVICE 3/9-4/9/2020 @ 302 W GRI	CAROL STREAI	20201029	05/09/2020	11040341-577121	PD	TEEN CENTER	\$69.03	0
54863400005-0320	NICOR-54863400005-0320	CAROL STREAI	20201141	05/09/2020	11070790-541370	SF	ELECTRICITY	\$110.40	0
57455579557-0320	SERVICE 3/9-4/9/2020 @ 302 W GRI	CAROL STREAI	20201029	05/09/2020	11040341-577121	PD	TEEN CENTER	\$114.59	0
61437400007-0220	NICOR-61-43-74-0000 7 - FEB/MA	CAROL STREAI	20201053	03/30/2020	51050570-541370	PW	ELECTRICITY/GAS	\$1,845.71	0
61437400007-0320	NICOR-61-43-74-0000 7 - FEB/MA	CAROL STREAI	20201053	04/30/2020	51050570-541370	PW	ELECTRICITY/GAS	\$1,675.58	0
								4,179.32	
NSN EMPLOYER SERVICES, INC.									
12734									
4738	NSN MANAGEMENT SERVICES: AP	CHICAGO	20201045	05/01/2020	11020130-532100	AD	PROFESSIONAL SERVICES	\$309.00	0
								309.00	
OLD SECOND BANK									
1338									
03202020	PAYROLL TAXES- FED. SS. & MEDI	AURORA	20200885	04/19/2020	11000000-212010	FN	PAYROLL DEDUCT'N-FED INC TX	\$40,395.48	9005988
03202020	PAYROLL TAXES- FED. SS. & MEDI	AURORA	20200885	04/19/2020	11000000-212020	FN	PAYROLL DEDUCT'N-SOC SEC	\$28,914.52	9005988
03202020	PAYROLL TAXES- FED. SS. & MEDI	AURORA	20200885	04/19/2020	11000000-212030	FN	PAYROLL DEDUCT'N-MEDICARE	\$10,769.45	9005988

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04172020	PAYROLL TAXES 4/17/2020	AURORA	20201096	05/17/2020	11000000-212010	FN	PAYROLL DEDUCT'N-FED INC TX	\$38,608.95	9005993
04172020	PAYROLL TAXES 4/17/2020	AURORA	20201096	05/17/2020	11000000-212020	FN	PAYROLL DEDUCT'N-SOC SEC	\$28,652.53	9005993
04172020	PAYROLL TAXES 4/17/2020	AURORA	20201096	05/17/2020	11000000-212030	FN	PAYROLL DEDUCT'N-MEDICARE	\$10,406.66	9005993
								157,747.59	
O'LEARY'S CONTRACTORS EQUIPMEI									
8363									
330799	INV# 330799 V-BELT 3VX465, 4 B	CHICAGO	20201154	04/16/2020	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$328.00	0
								328.00	
PAGCO, INCORPORATED									
1744									
044372	INV# 044372 TOTAL SOLUTIONS SL	YORKVILLE	20201037	05/01/2020	51050570-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$180.59	0
044374	INV# 044372 TOTAL SOLUTIONS SL	YORKVILLE	20201037	05/01/2020	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$457.36	0
								637.95	
PARENT PETROLEUM, INC.									
11416									
1357179	INV# 1357179 DOMINION-3 AW 32	ST CHARLES	20201162	05/08/2020	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$1,450.41	0
								1,450.41	
PARKVILLE AUTO BODY, INC.									
5382									
049317	217 REPAIRS	BENSENVILLE	20200919	05/13/2020	11050440-542410	PW	R&M VEHICLES	\$6,783.96	0
								6,783.96	
PASSPORT LABS, INC									
1149									
INV-1011940	MARCH 2020 MOBILE PAY SERVICE	DETROIT	20201082	04/30/2020	11030110-540330	FN	BANK/CREDIT CARD FEES	\$81.40	0
								81.40	
PAYLOCITY									
12843									
106397570	PAYROLL FEES 4/17/2020	ARLINGTON HE	20201093	05/17/2020	11030110-532310	FN	PAYROLL SERVICES	\$1,661.72	9005982
								1,661.72	
PETTY CASH - PW									
2626									
04092020	PETTY CASH REIMBURSEMENT	BENSENVILLE	20201009	05/09/2020	51050110-532100	PW	PROFESSIONAL SERVICES	\$9.20	0
								9.20	
PROPERTY TAX AUTOMATATED SOLI									
1788									
04132020	ALARM BILLING DATABASE DEPOS	LEMONT	20201086	05/13/2020	11040110-532100	PD	PROFESSIONAL SERVICES	\$500.00	0
								500.00	

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PULSE DESIGN, INC.									
1777									
040620	ARBORETUM SIGNS	MIDLOTHIAN	20200707	05/09/2020	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$6,324.00	0
								6,324.00	
QUADIENT FINANCE USA, INC.									
1783									
42207250-0420	POSTAGE CLOSING 4/12/2020	CAROL STREAI	20201115	05/12/2020	11030110-540110	FN	POSTAGE/DELIVERY SERVICE	\$337.00	9005998
N19012352 0220-01	LEASE NO. N19012352 - COVERAGI	CAROL STREAI	20201026	05/09/2020	11030110-548110	FN	RENTAL & LEASE-EQUIPMENT	\$618.15	9005975
								955.15	
RITEWAY PEST CONTROL, INC.									
1416									
271033	INV# 271035 APRIL PEST CONTROL	ELMHURST	20201134	05/01/2020	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$175.00	0
271035	INV# 271035 APRIL PEST CONTROL	ELMHURST	20201134	05/01/2020	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$175.00	0
								350.00	
RKD CONSTRUCTION SUPPLIES									
6908									
1/502630	INV# 1/502630	NORTHLAKE	20201019	04/05/2020	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$38.50	0
1/503180	INV# 1/503180- BOCCE COURT MAF	NORTHLAKE	20201043	04/13/2020	31080800-593000	PW	CAPITAL OUTLAY-IMPROVEMENT	\$262.35	0
1/503790	INV#503790 8"X3" MIDGET TROWEL	NORTHLAKE	20201070	04/18/2020	11050420-552670	PW	MATERIAL/SUPPLIES-ST LIGHTS	\$47.50	0
								348.35	
ROESCH FORD									
486									
102870FOWG	TIRE PRESSURE SENSOR KIT-SQ #	BENSENVILLE	20201077	05/08/2020	11040110-542410	PD	R&M VEHICLES	\$114.98	0
102917FOWG	WIPER BLADES-SQ #326-INV #1029	BENSENVILLE	20201074	05/03/2020	11040110-542410	PD	R&M VEHICLES	\$45.44	0
103020FOWG	WASHER FLUID NOZZLE/HOSE-SQ	BENSENVILLE	20201076	05/08/2020	11040110-542410	PD	R&M VEHICLES	\$31.80	0
103043FOWG	WASHER FLUID RESERVOIR-SQ #3	BENSENVILLE	20201075	05/09/2020	11040110-542410	PD	R&M VEHICLES	\$52.80	0
FOCS159354	INV# FOCS159354 SERVICE PARTS	BENSENVILLE	20201119	05/02/2020	51050570-542410	PW	R&M VEHICLES	\$1,226.29	0
								1,471.31	
RONCO INDUSTRIAL SUPPLY COMPANY									
58									
6051416-1	PPR TWLS/BATH TSSUE-INV #6051	BENSENVILLE	20201110	05/17/2020	11040110-552125	PD	MATERIALS/SUPPLIES-CLEANING	\$265.39	0
								265.39	
RUSSO POWER EQUIPMENT									
8166									
SPI10146023	INV# SPI10146023 RATCHET STRAF	SCHILLER PAR	20201153	05/03/2020	11050430-554510	PW	SMALL TOOLS & EQUIPMENT	\$74.97	0
								74.97	
SERVICE SPRING									
3387									

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161706	INV# 161706 - 259 55-1246 SPRI	NORTHLAKE	20201148	05/09/2020	11050420-542410	PW	R & M VEHICLES	\$2,076.49	0
								2,076.49	
SHONNA DHAWAN									
9									
174845	REFUND FOR COVID-19 LTS CANCEL			05/13/2020	11174300-437430	FN	RINK REVENUE-FIGURE SKATING	\$36.00	0
								36.00	
SITEONE LANDSCAPE SUPPLY, LLC									
1225									
98277642-001	INV# 98277642-001 LESCO SUNNY	ROSWELL	20201129	05/02/2020	11050430-542811	PW	R&M ROW	\$584.95	0
98361373-001	LIQUID HERBICIDE	ROSWELL	20201130	05/06/2020	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATOR	\$64.43	0
								649.38	
SMG SECURITY SYSTEMS, INC.									
4295									
81363	BURGLER ALARM SERVICE AGREE	ELK GROVE VII	20201151	05/03/2020	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$245.40	0
81364	BURGLER ALARM SERVICE AGREE	ELK GROVE VII	20201151	05/18/2020	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$245.40	0
								490.80	
STATE DISBURSEMENT UNIT									
13020									
04172020	CHILD SUPPORT PR WH 4/17/2020	CAROL STREAM	20201094	05/17/2020	11000000-217500	FN	PAYROLL DEDUCT'N-COURT ORD	\$1,032.74	9005986
								1,032.74	
STEVEN J. HAYES									
1570									
20200420X	SPEAKER CABLE- REDMOND PARK	MOUNT PROSF	20201137	05/20/2020	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATOR	\$20.00	0
								20.00	
STRAND ASSOCIATES, INC.									
526									
0159052	R-155-19 LS13 & LS17 LIFT STA	MADISON	20200046	05/10/2020	51080880-536515	PW	ENG SVC - PROJECT MANAGEMENT	\$5,557.93	0
0159128	R-63-19 ENGINEERING SERV - LIF	MADISON	20200422	05/13/2020	51080880-596000	PW	CAPITAL CONSTRUCTION	\$1,771.92	0
0159158	WWTP OPERATIONS & SCADA ASS	MADISON	20200298	05/13/2020	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$209.10	0
								7,538.95	
SUMMERS, EVAN K. (E)									
1266									
RL-517111	RIMB - REPLACEMENT LIGHT BULB	BENSENVILLE		05/05/2020	11020190-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$28.61	0
								28.61	
TEKLAB, INC.									
1457									
242591	R-144-19 WW SAMPLING & ANALYSIS	COLLINSVILLE	20200049	05/15/2020	51050577-543510	PW	LABORATORY TESTING	\$743.17	0
242592	R-144-19 WW SAMPLING & ANALYSIS	COLLINSVILLE	20200049	05/15/2020	51050577-543510	PW	LABORATORY TESTING	\$624.04	0

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242593	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	05/15/2020	51050577-543510	PW	LABORATORY TESTING	\$131.34	0
242594	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	05/15/2020	51050577-543510	PW	LABORATORY TESTING	\$204.62	0
242595	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	05/15/2020	51050577-543510	PW	LABORATORY TESTING	\$1,053.60	0
242596	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	05/15/2020	51050577-543510	PW	LABORATORY TESTING	\$81.44	0
242597	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	05/15/2020	51050577-543510	PW	LABORATORY TESTING	\$81.44	0
242598	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	05/15/2020	51050577-543510	PW	LABORATORY TESTING	\$439.74	0
242599	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	05/15/2020	51050577-543510	PW	LABORATORY TESTING	\$516.12	0
242600	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	05/15/2020	51050577-543510	PW	LABORATORY TESTING	\$81.44	0
242601	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	05/15/2020	51050577-543510	PW	LABORATORY TESTING	\$81.44	0
242603	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	05/15/2020	51050570-543510	PW	LABORATORY TESTING	\$804.64	0
								4,843.03	
THE BANK OF NEW YORK MELLON									
9765									
BENSEN12E-0520	PRINCIPAL & INTEREST GO SERIE	DALLAS	20201105	04/02/2020	51090920-715100	FN	DEBT SERVICE-PRINCIPAL	\$405,000.00	9005991
BENSEN12E-0520	PRINCIPAL & INTEREST GO SERIE	DALLAS	20201105	04/02/2020	51090920-716100	FN	INTEREST EXPENSE	\$36,637.50	9005991
BENSEN14A-0520	PRINCIPAL & INTEREST GO SERIE	DALLAS	20201105	04/02/2020	51090920-715100	FN	DEBT SERVICE-PRINCIPAL	\$395,000.00	9005991
BENSEN14A-0520	PRINCIPAL & INTEREST GO SERIE	DALLAS	20201105	04/02/2020	51090920-716100	FN	INTEREST EXPENSE	\$12,225.00	9005991
								848,862.50	
THE CINCINNATI LIFE INSURANCE CO									
1637									
APRIL 2020	LIFE INSURANCE APRIL 2020	CINCINNATI	20201036	05/01/2020	11000000-214140	FN	PAYROLL DEDUCT'N CIN LIFE	\$1,603.16	0
								1,603.16	
THOMSON REUTERS - WEST									
8192									
842106907	MONTHLY "CLEAR" FEE-INV #84210	CAROL STREAM	20201091	05/01/2020	11040110-525010	PD	BOOKS/PAMPHLETS/PUBLICATION	\$592.25	0
								592.25	
TOSCAS LAW GROUP LLC									
1649									
032720RLM 040320	032720 & 040320 - RED LIGHT VIOL	PALOS HEIGHT		05/06/2020	11040110-549990	FN	OTHER CONTRACTUAL SERVICE	\$300.00	0
041120RLM 041720	04112020 - RED LIGHT VIOLATION	PALOS HEIGHT	20201138	05/20/2020	11040110-549990	AD	OTHER CONTRACTUAL SERVICE	\$300.00	0
								600.00	
TRADITIONAL CONCRETE PROD., INC.									
7244									
4729	STREET LIGHT ARMS	MENOMONEE F	20200437	04/19/2020	11050420-552670	PW	MATERIAL/SUPPLIES-ST LIGHTS	\$4,020.00	0
								4,020.00	
TREASURY DIRECT									
11906									
04172020	SAVINGS BONDS PR WH 4/17/2020		20201092	05/17/2020	11000000-213400	FN	PAYROLL DEDUCT'N-SAVINGS BO	\$25.00	9005979

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								25.00	
U.S. UPFITTERS / INLAD									
1483									
78487	INV# 78487 - 951 SIGNAL BAR DI	LOMBARD	20201109	04/15/2020	51050570-542410	PW	R&M VEHICLES	\$661.70	0
								661.70	
UMB BANK, F/B/O PLANMEMBER									
1346									
04172020	PLAN MEMBER PR WH 4/17/2020	SHAWNEE MIS	20201083	05/17/2020	11000000-213600	FN	PAYROLL DEDUCT'N- PLAN MEMB	\$1,000.00	9005981
								1,000.00	
UNDERWRITER'S SAFETY & CLAIMS									
12623									
3/1-3/31/2020	UNDERWRITERS SAFETY AND CLA	LOUISVILLE	20200990	04/30/2020	11020150-562550	AD	CLAIM PAYMENTS-WORKERS COI	\$300.00	0
								300.00	
US PLUMBING & HEATING SUPPLY CC									
995									
40790E	INV# 40790E CHICAGO 1905-006KJ	ELK GROVE VII	20201126	04/11/2020	11050440-542110	PW	R&M BUILDING	\$128.87	0
41202E	INV# 41202E SUPPLIES FOR BOCCI	ELK GROVE VII	20201127	04/15/2020	31080800-593000	PW	CAPITAL OUTLAY-IMPROVEMENT	\$468.76	0
41222E	INV#41222E 3" PVC DWV 90 ELLS	ELK GROVE VII	20201006	04/09/2020	51050550-542310	PW	R&M MATERIALS & EQUIPMENT	\$25.65	0
41531E	INV# 41202E SUPPLIES FOR BOCCI	ELK GROVE VII	20201127	04/25/2020	31080800-593000	PW	CAPITAL OUTLAY-IMPROVEMENT	\$247.14	0
								870.42	
USABBLUEBOOK									
6491									
143508	INV# 143508	GURNEE	20201016	03/13/2020	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$428.93	0
156481	INV# 156481 1-1/2' PENTAGON NU	GURNEE	20201015	03/27/2020	51050540-552520	PW	WATER MAIN PARTS	\$554.55	0
160786	INV# 156481 1-1/2' PENTAGON NU	GURNEE	20201015	04/01/2020	51050540-552520	PW	WATER MAIN PARTS	\$263.30	0
								1,246.78	
VILLAGE OF BENSENVILLE									
3100									
03202020	POLICE PENSION PR WH 3/20/2020		20200883	04/19/2020	11000000-212140	FN	PAYROLL DEDUCT'N-POL PENSIO	\$12,855.39	9005987
04172020	POLICE PENSION PR WH 4/17/2020		20201104	05/17/2020	11000000-212140	FN	PAYROLL DEDUCT'N-POL PENSIO	\$12,817.24	9005995
								25,672.63	
WAREHOUSE DIRECT, INC.									
1077									
4620050-1	COVID - SUPPLIES	DES PLAINES	20201108	05/07/2020	11020190-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$125.02	0
4631597-0	OFFICE SUPPLIES-DISINFECTING \	DES PLAINES	20201033	05/06/2020	11020190-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$29.99	0
4634918-0	BANDAIDS	DES PLAINES	20201060	05/06/2020	11174100-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$7.47	0
4636958-0	COVID - SUPPLIES	DES PLAINES	20201108	05/08/2020	11020190-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$189.45	0
4636961-0	OFFICE SUPPLIES	DES PLAINES	20201034	05/08/2020	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$3.15	0

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/28/2020

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
4636961-0	OFFICE SUPPLIES	DES PLAINES	20201034	05/08/2020	51050110-551110	PW	MATERIAL/SUPPLIES	\$3.15	0
4638733-0	WIRELESS MOUSE (3) - IT BROWN	DES PLAINES	20201080	05/09/2020	11020190-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$9.98	0
4638733-0	WIRELESS MOUSE (3) - IT BROWN	DES PLAINES	20201080	05/09/2020	11020180-552135	FN	MATERIAL/SUPPLIES-EQUIPMENT	\$62.55	0
4638733-1	RESPIRATOR MASKS, DISINFECTA	DES PLAINES	20201106	05/17/2020	11020190-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$139.00	0
4639971-0	OFFICE SUPPLIES-INV #4639971-0	DES PLAINES	20201028	05/10/2020	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$26.23	0
4641949-0	OFFICE SUPPLIES-INV #4641949-0	DES PLAINES	20201081	05/14/2020	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$52.36	0
4642418-0	OFFICE SUPPLIES	DES PLAINES	20201128	05/15/2020	11174100-542112	SF	R&M BUILDING-CLEANING	\$23.18	0
4644258-0	OFFICE SUPPLIES	DES PLAINES	20201128	05/16/2020	11174100-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$35.02	0
4645197-0	OFFICE SUPPLIES-INV #4645197-0	DES PLAINES	20201112	05/17/2020	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$30.38	0
4646775-0	OFFICE SUPPLIES	DES PLAINES	20201128	05/21/2020	11174100-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$20.90	0
								757.83	
WENTWORTH TIRE-BENSENVILLE									
3510									
40037490	2 NEW TIRES-SQ #304-INV #40037	BENSENVILLE	20201030	04/26/2020	11040110-542410	PD	R&M VEHICLES	\$253.60	0
								253.60	
WESTMORE SUPPLY CO INC									
596									
R101398	CEMENT - BOCCE CT	LOMBARD	20201107	04/10/2020	31080800-593000	PW	CAPITAL OUTLAY-IMPROVEMENT:	\$820.00	0
R101469	CEMENT - BOCCE CT	LOMBARD	20201107	04/10/2020	31080800-593000	PW	CAPITAL OUTLAY-IMPROVEMENT:	\$825.00	0
								1,645.00	
WISCONSIN DEPARTMENT OF REVEN									
1529									
04172020	WISC STATE PR TAX WH 4/17/2020	MADISON	20201084	05/17/2020	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$287.42	9005980
								287.42	
ZIEBELL WATER SERVICE									
3045									
249473-000	R-9-20 APPROVED VENDERS LIST	ELK GROVE VII	20200449	05/06/2020	51050540-552520	PW	WATER MAIN PARTS	\$473.00	0
249484-000	R-9-20 APPROVED VENDERS LIST	ELK GROVE VII	20200449	05/07/2020	51050540-552520	PW	WATER MAIN PARTS	\$569.00	0
249492-000	R-9-20 APPROVED VENDERS LIST	ELK GROVE VII	20200449	05/08/2020	31080800-593000	PW	CAPITAL OUTLAY-IMPROVEMENT:	\$441.31	0
249493-000	R-9-20 APPROVED VENDERS LIST	ELK GROVE VII	20200449	05/08/2020	31080800-593000	PW	CAPITAL OUTLAY-IMPROVEMENT:	\$129.70	0
								1,613.01	

CHECK TOTAL: **381,805.20**

WIRE/MANUAL TOTAL: **1,459,963.94**

EXPENDITURE TOTAL: **1,841,769.14**

TYPE:Ordinance**SUBMITTED BY:**M. Ribando**DEPARTMENT:**Village Manager's Office**DATE:**04-28-20**DESCRIPTION:**

Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Finding That a State of Emergency Continues to Exist and is Necessary to Protect the Public Health, Safety and Welfare of 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:

N/A

DATE:**BACKGROUND:**

Due to the COVID-19 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:**

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Ordinance	4/23/2020	Cover Memo
Exhibit A	4/23/2020	Cover Memo
Exhibit B	4/23/2020	Cover Memo

ORDINANCE NUMBER _____

**AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK
COUNTIES, ILLINOIS FINDING THAT A STATE OF EMERGENCY CONTINUES TO
EXIST AND IS NECESSARY TO PROTECT THE PUBLIC HEALTH, SAFETY AND
WELFARE OF 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 2020-10, 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; 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 issued Executive Order 2020-18, extending the "Stay at Home" order through April 30, 2020; and

WHEREAS, on April 14, 2020, the Village President issued a second declaration of the state of emergency in the Village; and

WHEREAS, the March 24, 2020 and April 14, 2020 declarations were 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 and Section 3305/11 of the Illinois Emergency Management Agency Act; and

WHEREAS, the current declaration will expire upon adjournment of the regular meeting of the Village Board of Trustees of the Village of Bensenville, Illinois, on April 28, 2020; and

WHEREAS, based on the gubernatorial disaster proclamations 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 second declaration continuing the state of emergency in the Village

on April 14, 2020 was in the best interest of the health, safety and welfare of the residents of the Village; 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 current gubernatorial disaster proclamation or unless sooner terminated by the Village President indicating that the emergency no longer exists in the Village, whichever occurs first, the Corporate Authorities support and approve the intent of the Village President to issue a third declaration of a state of emergency in the Village on April 28, 2020 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 April 14, 2020, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby ratified and approved.

Section 4. The Declaration of a State of Emergency Village of Bensenville, DuPage and Cook Counties, Illinois expected to be issued by the Village President on April 28, 2020

continuing the current state of emergency in the Village, a copy of which is attached hereto and made a part hereof as Exhibit B, is hereby authorized 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 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

April 14, 2020 Declaration

Exhibit B

April 28, 2020 Declaration

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 continues to exist as of this date, April 14, 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 April 1, 2020, the Governor of the State of Illinois extended the disaster proclamation for an additional thirty (30) days.

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.

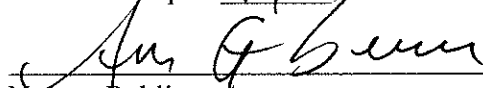
State of Illinois)
County of DuPage) SS

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.

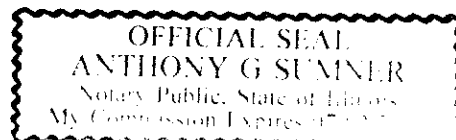


Frank DeSimone, Village President

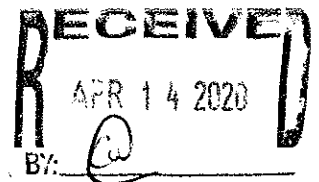
Subscribed and sworn to (or affirmed) before me
by Frank DeSimone, who is to me personally
known on April 14, 2020.



Notary Public



(SEAL)



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 continues to exist as of this date, April 28, 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 April 1, 2020, the Governor of the State of Illinois extended the disaster proclamation for an additional thirty (30) days.

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 April _____, 2020.

Notary Public

(SEAL)

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**April 28, 2020**DESCRIPTION:**

Resolution Authorizing the Execution of a Contract with Schroeder Asphalt Services, Inc of Huntley, IL in for the 2020 MFT Hot-Mix Asphalt Pavement Program – General Maintenance in the Not-to-Exceed Amount of \$390,004.22

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

N/A

DATE:

N/A

BACKGROUND:

The 2020 MFT HMA Pavement Program – General Maintenance is a relatively new initiative for the Village. The first year of this initiative was in 2019. The general idea of this program is to utilize Motor Fuel Tax (MFT) funds to resurface those streets throughout the Village that falls within the Pavement Condition Index scores of 40-64 for residential and commercial streets. At this time, we are not focusing on industrial streets as staff feel with the amount of heavy truck traffic that we receive, industrial streets are better suited with concrete pavement.

The proposed rehabilitation for streets with PCI scores in the range and Mill & Overlay with spot C&G repairs. We believe application of the correct preventative maintenance at the right time can help prolong the lives of the pavement. This strategy would help us save costs in the long run. If we don't resurface these streets now, there is very good chance of these streets falling into the next lower category which is full depth resurfacing and eventually reconstruction. As part of this project, the Village will also perform surface patches that were previously performed under the pavement patching program.

The focus of 2020 program will be on Grove Ave (Church Rd to Mason St), Plentywood Lane and West Green St (Church Rd to Fenton HS entrance). These three streets will receive a 2-in mill and overlay in its entirety along with spot C&G repairs and spot sidewalk repairs. There will be other streets that will received the 2-inch HMA surface patches.

KEY ISSUES:

The 2020 MFT HMA Pavement Program – General Maintenance was advertised on March 27th with a virtual bid opening on April 9, 2020. The project was also advertised on the IDOT Local Roads bulletin on March 26 and April 2. Out of the ten (10) bidders that picked up the plans, eight (8) submitted a bid. Below are the results of the recent bid opening.

COMPANY	BID RESULTS	Rank
Schroeder Asphalt Services, Huntley, IL	\$390,004.22	1
Chicagoland Paving Contractors, Lake Zurich, IL	\$400,000.00	2
Brothers Asphalt Paving, Addison, IL	\$405,356.58	3
M&J Paving, Cicero, IL	\$406,873.22	4
Johnson Paving, Arlington Heights, IL	\$407,812.32	5
Arrow Road Construction, Elk Grove Village, IL	\$417,990.47	6
Builders Paving LLC, Hillside, IL	\$418,000.00	7
R.W. Duntelman Co., Addison, IL	\$513,845.25	8
Engineer's Estimate	\$411,057.10	N/A

ALTERNATIVES:

Discretion of the Board

RECOMMENDATION:

Staff recommends approval of the 2020 MFT HMA Pavement Program – General Maintenance contract with Schroeder Asphalt Services, Inc as the lowest responsible bidder.

BUDGET IMPACT:

IN FY 2020, funds have been allocated, \$50,000.00 for pavement patching and \$300,000 for resurfacing program. The remaining \$40,000 will be pulled from the Sidewalk R&R budget.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Contract with Schroeder Asphalt Services, Inc of Huntley, IL in for the 2020 MFT Hot-Mix Asphalt Pavement Program – General Maintenance in the not-to-exceed amount of \$390,004.22

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	4/17/2020	Resolution Letter
Location Map	4/17/2020	Backup Material
Bid tab	4/17/2020	Backup Material

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT
WITH SCHROEDER ASPHALT SERVICES INC. OF HUNTLEY, IL FOR THE
2020 MFT HMA PAVEMENT PROGRAM-GENERAL MAINTENANCE IN THE
AMOUNT \$390,004.22**

WHEREAS the Village of Bensenville performs annual pavement patching program, in an effort to extend the life of its infrastructure, maximize taxpayer dollars, as well as maintain safe roadways for all those who pass through our Village, and

WHEREAS keeping the same goal in mind, the Village has initiated a new resurfacing program in the year 2019 to combine with the pavement patching program, and

WHEREAS the year 2020 is the second year of that program; and

WHEREAS the Village advertised for the 2020 MFT HMA Pavement Program – General Maintenance of March 26 as well April 2 in the IDOT local bulletin, and

WHEREAS out of the ten (10) plan holders only eight (8) submitted a bid for the project; and

WHEREAS Schroeder Asphalt Services, Inc of Huntley, IL submitted the lowest responsible bid in the amount of \$390,004.22 on April 9, 2020; and

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing the execution of a contract with Schroeder Asphalt Services, Inc for the 2020 MFT HMA Pavement Program – General Maintenance in the amount of \$390,004.22

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 28th day of April 2020.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



Village of Bensenville

2020 MFT-HMA GM Streets



Patching

Resurfacing

AS PART OF THIS PROJECT, NO WORK WILL BE PERFORMED WITHIN THE IDOT RIGHT-OF-WAY

BID TABULATION

2020 MFT HMA Pavement General Maintainence

Date: April 9, 2020 Time: 11:00 AM Location: Board Room			Engineer's Estimate	Arrow Road Construction Elk Grove, IL		Brothers Asphalt Paving Addison, IL		M&J Paving Cicero, IL		Johnson Paving Arlington Heights, IL		Chicagoland Paving Contractors Lake Zurich, IL		R.W. Duntemann Co. Addison, IL		Builders Paving LLC Hillside, IL		Schroeder Asphalt Services Huntley, IL	
No.	Item	Units		Unit Price	Total														
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CY	13	\$ 115.00	\$ 1,495.00	\$ 50.00	\$ 650.00	\$ 55.00	\$ 715.00	\$ 90.00	\$ 1,170.00	\$ 25.00	\$ 325.00	\$ 75.00	\$ 975.00	\$ 50.00	\$ 650.00	\$ 45.00	\$ 585.00
2	TOPSOIL FURNISH & PLACE, 4-INCH	SY	607	\$ 10.00	\$ 6,070.00	\$ 10.50	\$ 6,373.50	\$ 16.00	\$ 9,712.00	\$ 10.00	\$ 6,070.00	\$ 7.50	\$ 4,552.50	\$ 18.00	\$ 10,926.00	\$ 6.45	\$ 3,915.15	\$ 7.00	\$ 4,249.00
3	SEEDING, CLASS 2A	ACRE	0.14	\$ 2,800.00	\$ 392.00	\$ 3,150.00	\$ 441.00	\$ 30,000.00	\$ 4,200.00	\$ 2,800.00	\$ 392.00	\$ 10,000.00	\$ 1,400.00	\$ 2,350.00	\$ 329.00	\$ 2,420.00	\$ 338.80	\$ 6,000.00	\$ 840.00
4	AGGREGATE BASE COURSE, TY B, 4 IN	SY	47	\$ 31.00	\$ 1,457.00	\$ 15.00	\$ 705.00	\$ 10.00	\$ 470.00	\$ 7.00	\$ 329.00	\$ 5.00	\$ 235.00	\$ 22.00	\$ 1,034.00	\$ 8.00	\$ 376.00	\$ 6.00	\$ 282.00
5	BITUMINOUS MATERIALS (PRIME COAT)	LBS	15,172	\$ 0.01	\$ 151.72	\$ 0.10	\$ 1,517.20	\$ 0.01	\$ 151.72	\$ 0.01	\$ 151.72	\$ 0.01	\$ 151.72	\$ 0.70	\$ 10,620.40	\$ 0.01	\$ 151.72	\$ 0.01	\$ 151.72
6	AGGREGATE (PRIME COAT)	TON	29	\$ 1.00	\$ 29.00	\$ 30.00	\$ 870.00	\$ 1.00	\$ 29.00	\$ 45.00	\$ 1,305.00	\$ 0.01	\$ 0.29	\$ 90.00	\$ 2,610.00	\$ 1.00	\$ 29.00	\$ 1.00	\$ 29.00
7	MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS	TON	25	\$ 100.00	\$ 2,500.00	\$ 180.00	\$ 4,500.00	\$ 350.00	\$ 8,750.00	\$ 386.00	\$ 9,650.00	\$ 200.00	\$ 5,000.00	\$ 630.00	\$ 15,750.00	\$ 425.00	\$ 10,625.00	\$ 75.00	\$ 1,875.00
8	HOT-MIX ASPHALT SURFACE REMOVAL, BUTT-JOINT	SY	450	\$ 4.00	\$ 1,800.00	\$ 5.00	\$ 2,250.00	\$ 4.00	\$ 1,800.00	\$ 3.00	\$ 1,350.00	\$ 5.00	\$ 2,250.00	\$ 14.75	\$ 6,637.50	\$ 16.00	\$ 7,200.00	\$ 2.00	\$ 900.00
9	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50, 2 INCH	TON	1,237	\$ 71.25	\$ 88,136.25	\$ 77.00	\$ 95,249.00	\$ 77.50	\$ 95,867.50	\$ 75.80	\$ 93,764.60	\$ 90.00	\$ 111,330.00	\$ 87.00	\$ 107,619.00	\$ 82.00	\$ 101,434.00	\$ 81.00	\$ 100,197.00
10	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6-IN	SY	65	\$ 65.00	\$ 4,225.00	\$ 73.50	\$ 4,777.50	\$ 82.00	\$ 5,330.00	\$ 70.00	\$ 4,550.00	\$ 73.00	\$ 4,745.00	\$ 66.50	\$ 4,322.50	\$ 70.00	\$ 4,550.00	\$ 70.00	\$ 4,550.00
11	PCC SIDEWALK, 5-INCH	SF	8,100	\$ 6.00	\$ 48,600.00	\$ 6.83	\$ 55,323.00	\$ 6.90	\$ 55,890.00	\$ 6.50	\$ 52,650.00	\$ 6.80	\$ 55,080.00	\$ 6.40	\$ 51,840.00	\$ 6.50	\$ 52,650.00	\$ 6.50	\$ 52,650.00
12	DETECTABLE WARNINGS	SF	140	\$ 33.00	\$ 4,620.00	\$ 31.50	\$ 4,410.00	\$ 30.00	\$ 4,200.00	\$ 30.00	\$ 4,200.00	\$ 31.25	\$ 4,375.00	\$ 32.00	\$ 4,480.00	\$ 30.00	\$ 4,200.00	\$ 30.00	\$ 4,200.00
13	HOT-MIX ASPHALT SURFACE REMOVAL, 1-3/4 INCH	SY	11,030	\$ 2.25	\$ 24,817.50	\$ 2.33	\$ 25,699.90	\$ 2.50	\$ 27,575.00	\$ 2.40	\$ 26,472.00	\$ 1.75	\$ 19,302.50	\$ 4.25	\$ 46,877.50	\$ 2.50	\$ 27,575.00	\$ 1.90	\$ 20,957.00
14	DRIVEWAY PAVEMENT REMOVAL	SY	115	\$ 22.00	\$ 2,530.00	\$ 15.75	\$ 1,811.25	\$ 16.00	\$ 1,840.00	\$ 15.00	\$ 1,725.00	\$ 15.00	\$ 1,725.00	\$ 21.50	\$ 2,472.50	\$ 20.00	\$ 2,300.00	\$ 15.00	\$ 1,725.00
15	COMBINATION CONCRETE C&G REMOVAL	LF	1,945	\$ 6.00	\$ 11,670.00	\$ 5.25	\$ 10,211.25	\$ 7.70	\$ 14,976.50	\$ 5.00	\$ 9,725.00	\$ 3.50	\$ 6,807.50	\$ 7.75	\$ 15,073.75	\$ 5.00	\$ 9,725.00	\$ 5.00	\$ 9,725.00
16	SIDEWALK REMOVAL	SF	7,700	\$ 2.00	\$ 15,400.00	\$ 1.47	\$ 11,319.00	\$ 1.25	\$ 9,625.00	\$ 1.40	\$ 10,780.00	\$ 1.00	\$ 7,700.00	\$ 1.50	\$ 11,550.00	\$ 1.40	\$ 10,780.00	\$ 1.40	\$ 10,780.00
17	CLASS D PATCHES, TYPE II, 2 INCH	SY	100	\$ 49.00	\$ 4,900.00	\$ 25.00	\$ 2,500.00	\$ 20.00	\$ 2,000.00	\$ 32.55	\$ 3,255.00	\$ 25.00	\$ 2,500.00	\$ 27.00	\$ 2,700.00	\$ 35.00	\$ 3,500.00	\$ 23.00	\$ 2,300.00
18	CLASS D PATCHES, TYPE III, 2 INCH	SY	250	\$ 40.00	\$ 10,000.00	\$ 25.00	\$ 6,250.00	\$ 19.00	\$ 4,750.00	\$ 26.05	\$ 6,512.50	\$ 20.00	\$ 5,000.00	\$ 24.50	\$ 6,125.00	\$ 29.00	\$ 7,250.00	\$ 23.00	\$ 5,750.00
19	CLASS D PATCHES, TYPE IV, 2 INCH	SY	2,500	\$ 23.50	\$ 58,750.00	\$ 25.00	\$ 62,500.00	\$ 19.00	\$ 47,500.00	\$ 24.00	\$ 60,000.00	\$ 20.00	\$ 50,000.00	\$ 22.50	\$ 56,250.00	\$ 21.00	\$ 52,500.00	\$ 21.00	\$ 52,500.00
20	CLASS D PATCHES, TYPE I, 3 INCH	SY	219	\$ 51.00	\$ 11,169.00	\$ 37.00	\$ 8,103.00	\$ 29.00	\$ 6,351.00	\$ 28.00	\$ 6,132.00	\$ 30.00	\$ 6,570.00	\$ 24.00	\$ 5,256.00	\$ 35.50	\$ 7,774.50	\$ 30.00	\$ 6,570.00
21	CLASS D PATCHES, TYPE II, 3 INCH	SY	274	\$ 39.00	\$ 10,686.00	\$ 37.00	\$ 10,138.00	\$ 28.00	\$ 7,672.00	\$ 26.00	\$ 7,124.00	\$ 30.00	\$ 8,220.00	\$ 23.75	\$ 6,507.50	\$ 30.00	\$ 8,220.00	\$ 28.00	\$ 7,672.00
22	CLASS D PATCHES, TYPE III, 3 INCH	SY	328	\$ 30.00	\$ 9,840.00	\$ 37.00	\$ 12,136.00	\$ 27.50	\$ 9,020.00	\$ 24.00	\$ 7,872.00	\$ 28.00	\$ 9,184.00	\$ 23.75	\$ 7,790.00	\$ 26.50	\$ 8,692.00	\$ 28.00	\$ 9,184.00
23	FRAMES & GRATES TO BE ADJUSTED	EACH	23	\$ 400.00	\$ 9,200.00	\$ 525.00	\$ 12,075.00	\$ 450.00	\$ 10,350.00	\$ 400.00	\$ 9,200.00	\$ 550.00	\$ 12,650.00	\$ 600.00	\$ 13,800.00	\$ 500.00	\$ 11,500.00	\$ 500.00	\$ 11,500.00
24	CONCRETE CURB, TY B	LF	50	\$ 22.00	\$ 1,100.00	\$ 23.63	\$ 1,181.50	\$ 39.00	\$ 1,950.00	\$ 22.50	\$ 1,125.00	\$ 23.50	\$ 1,175.00	\$ 44.00	\$ 2,200.00	\$ 22.50	\$ 1,125.00	\$ 22.50	\$ 1,125.00
25	COMBINATION CONCRETE C&G, TY M4.12	LF	1,945	\$ 24.00	\$ 46,680.00	\$ 23.63	\$ 45,960.35	\$ 28.50	\$ 55,432.50	\$ 22.50	\$ 43,762.50	\$ 23.50	\$ 45,707.50	\$ 34.00	\$ 66,130.00	\$ 22.50	\$ 43,762.50	\$ 22.50	\$ 43,762.50
26	MOBILIZATION	LUMP SUM	1	\$ 18,500.00	\$ 18,500.00	\$ 4,000.00	\$ 4,000.00	\$ 4,550.00	\$ 4,550.00	\$ 24,000.00	\$ 24,000.00	\$ 24,265.19	\$ 24,265.19	\$ 30,000.00	\$ 30,000.00	\$ 24,153.33	\$ 24,153.33	\$ 22,000.00	\$ 22,000.00
27	TRAFFIC CONTROL AND PROTECTION, 701501	LUMP SUM	1	\$ 12,500.00	\$ 12,500.00	\$ 3,990.00	\$ 3,990.00	\$ 7,530.00	\$ 7,530.00	\$ 7,600.00	\$ 7,600.00	\$ 3,500.00	\$ 3,500.00	\$ 11,000.00	\$ 11,000.00	\$ 6,500.00	\$ 6,500.00	\$ 7,000.00	\$ 7,000.00
28	TRAFFIC CONTROL AND PROTECTION, 701801	LUMP SUM	1	\$ 3,000.00	\$ 3,000.00	\$ 3,150.00	\$ 3,150.00	\$ 900.00	\$ 900.00	\$ 1.00	\$ 1.00	\$ 100.00	\$ 100.00	\$ 5,000.00	\$ 5,000.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
29	THERMOPLASTIC PAVEMENT MARKING LINE, L&S	SF	88	\$ 5.00	\$ 440.00	\$ 5.25	\$ 462.00	\$ 9.25	\$ 814.00	\$ 9.25	\$ 814.00	\$ 5.65	\$ 497.20	\$ 9.00	\$ 792.00	\$ 5.00	\$ 440.00	\$ 9.25	\$ 814.00
30	THERMOPLASTIC PAVEMENT MARKING LINE, 4-IN YELLOW or WHITE	LF	360	\$ 2.00	\$ 720.00	\$ 2.10	\$ 756.00	\$ 2.00	\$ 720.00	\$ 1.98	\$ 712.80	\$ 2.30	\$ 828.00	\$ 1.35	\$ 486.00	\$ 2.00	\$ 720.00	\$ 1.98	\$ 712.80
31	THERMOPLASTIC PAVEMENT MARKING LINE, 6-IN WHITE	LF	696	\$ 3.00	\$ 2,088.00	\$ 3.15	\$ 2,192.40	\$ 2.50	\$ 1,740.00	\$ 2.45	\$ 1,705.20	\$ 3.40	\$ 2,366.40	\$ 1.85	\$ 1,287.60	\$ 3.00	\$ 2,088.00	\$ 2.45	\$ 1,705.20
32	THERMOPLASTIC PAVEMENT MARKING LINE, 24-IN WHITE	LF	104	\$ 6.00	\$ 624.00	\$ 6.30	\$ 655.20	\$ 9.25	\$ 962.00	\$ 9.25	\$ 962.00	\$ 6.80	\$ 707.20	\$ 7.25	\$ 754.00	\$ 6.00	\$ 624.00	\$ 9.25	\$ 962.00
33	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 5-IN	SY	50	\$ 78.00	\$ 3,900.00	\$ 65.00	\$ 3,250.00	\$ 70.00	\$ 3,500.00	\$ 55.00	\$ 2,750.00	\$ 35.00	\$ 1,750.00	\$ 93.00	\$ 4,650.00	\$ 53.00	\$ 2,650.00	\$ 55.00	\$ 2,750.00
Total				\$	417,990.47	\$	405,407.05	\$	406,873.22	\$	407,812.32	\$	400,000.00	\$	513,845.25	\$	418,000.00	\$	390,004.22
Total as read at Bid Opening:				\$	417,990.47	\$	405,356.58	\$	406,873.22	\$	407,812.32	didn't total it		\$	513,845.25	\$	418,000.00	\$	390,004.22

TYPE:Resolution**SUBMITTED BY:**Todd Finner**DEPARTMENT:**Recreation**DATE:**April 28, 2020**DESCRIPTION:**Resolution to Approve an Ice Arena and Facility Usage License Agreement with MyHockey Tournaments, Inc.***SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:***

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

The Village has encouraged MyHockey Tournaments to use the Edge Ice Arenas as one of its tournament host sites for the 2020-21 and 2021-22 hockey seasons. MyHockey Tournaments started its business exclusively at the Edge Ice Arenas nearly 20 years ago and has grown to one of the largest tournament companies in the nation. MyHockey offers tournaments in Appleton, Hartford, St. Louis, Charleston, Charlotte, Chicago, Detroit, Holland, Madison, Minneapolis, Philadelphia, Pittsburgh, Rochester, Salt Lake City, Tampa and Washington, D.C.

KEY ISSUES:

From both a rink's and customer's perspective, MyHockey Tournaments is the most professional tournament company that I have dealt with. From prompt payment, excellent ice utilization, respect for and adherence to facility rules, MyHockey Tournaments is second to none. MyHockey Tournaments does an excellent job with creating parity in each age division that ultimately leads to high customer satisfaction and return business.

The Village currently has agreements with two vendors that rely on special events such as youth hockey tournaments in order to be profitable. If the Village wishes to offer special services such as concessions, bar and hockey shop, we need to consider programming options such as tournaments to help support these vendors.

MyHockey Tournaments has encouraged other ice arena facilities across the country to adopt The Edge's locker room policies to help protect their facilities from neglect.

Currently, the Thanksgiving weekend is unsold. MyHockey Tournaments has agreed to advertise and promote this weekend to the best of their ability. However, under the terms of this agreement, they will not be obligated to pay for any unsold ice over the Thanksgiving weekend. Other weekends that the Edge will host a MyHockey tournament include:

Columbus Day weekend - October 10-12, 2020
 Martin Luther King weekend - January 16 - 18, 2021
 Presidents' Day weekend - February 13 - 15, 2021
 May 14 - 16, 2021

ALTERNATIVES:

- Seek a less reputable tournament company.
- Find another programming option.
- Do not offer hockey tournaments and risk losing our current vendors.
- Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the Resolution to Approve an Ice Arena and Facility Usage License Agreement with MyHockey Tournaments, Inc.

BUDGET IMPACT:

Approval of this agreement will result in approximately \$150,000 of revenues in the form of ice arena sales and amusement tax.

ACTION REQUIRED:

Approval the Resolution Authorizing an Ice Arena and Facility Usage License Agreement with MyHockey Tournaments, Inc.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	4/21/2020	Resolution Letter
Agreement	4/21/2020	Exhibit

RESOLUTION NO.

**A RESOLUTION APPROVING AN ICE ARENA AND FACILITY USAGE LICENSE
AGREEMENT WITH MYHOCKEY TOURNAMENTS, INC.**

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

WHEREAS, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the VILLAGE owns and operates ice rink facilities commonly known as The Edge on Jefferson Street and The Edge on John Street (collectively the “ARENA”); and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to license ice time and use of the ARENA for the purposes of attracting special events to Bensenville as well as generating revenue to fund the costs of maintenance, operation and management of the ARENA; and

WHEREAS, MyHockey Tournaments, Inc. has expressed a desire to enter into an Ice Arena and Facility Usage License Agreement for the use of the ARENA in accordance with the terms and conditions as expressed in the subsequent Ice Arena and Facility Usage License Agreement (hereinafter the “AGREEMENT”) attached hereto and incorporated by reference herein as Exhibit “A”; and

WHEREAS, the President and Board of Trustees of the Village of Bensenville have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with MyHockey Tournaments, Inc.

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

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

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, the Ice Arena and Facility Usage License Agreement attached hereto and incorporated herein by reference as Exhibit “A.”

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 28th day of April, 2020.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage License (hereinafter "License") is made and entered into as of this 28th day of April, 2020, by and between the VILLAGE OF BENSENVILLE ("Licensor," "Village") and MyHockey Tournaments, Inc., an Illinois Corporation, ("Licensee") (Licensee and Licensor collectively referred to as the "Parties") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS ("Arena").

I. RECITALS

1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
2. Pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates two ice rinks, one located at 545 John Street, Bensenville, Illinois ("Edge on John Street") and the other at 735 East Jefferson Street, Bensenville, Illinois ("Edge on Jefferson Street"). (For the general purposes of this License, Edge on John Street and Edge on Jefferson Street shall be referred to collectively as the "Arena," unless referenced otherwise.)
3. Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Arena.
4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to MyHockey Tournaments, Inc. (licensee) and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
5. Licensee intends to use all ice time and the Arena and its facilities, as provided herein.
6. Licensee recognizes that Licensor is an Illinois municipal corporation and is, therefore, subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
7. Licensee further recognizes that Arena and its facilities are public in nature.
8. Licensee recognizes that Licensor has executed, and is therefore bound by, License agreements with other parties, which may limit Licensor's ability to reschedule ice time.
9. Licensor and Licensee recognize that this License is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators, subject to conditions and restriction imposed on the Arena as public property and the Licensor as a municipal corporation.

NOW, THEREFORE, in consideration of the recitals, representations, and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

II. LICENSE

1. Term.

The Term of this License shall commence on June 1, 2020 and shall continue for a period of two (2) years (the "Term") until May 31, 2022.

2. Usage.

- a. **Ice Time.** In each Annual Operating Year, which is hereby defined as the time period from September 1st through August 31st of the following year, Licensee shall purchase ice time from Licensor pursuant to the schedule set forth in "Exhibit C" to this Agreement. With regards to the Thanksgiving tournament weekend, Licensee shall, to the fullest extent possible, agree to provide its best efforts to promote, market, sell, schedule and operate the tournament as scheduled. However, there shall be no obligation to fill all of the ice listed in "Exhibit C" for the Thanksgiving weekend. Licensee shall notify Licensor of a request for increased annual ice time prior to June 1st of each year of this Agreement.
- b. **Exchange of Ice Time.** Licensee may exchange the ice time specifically listed in "Exhibit C" for other available of unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensor, at Licensor's sole discretion. All exchanges must be approved verbally, or in writing, by the Director of Recreation and Community Programming or designee, forty-eight (48) hours prior to the earlier of ice times.

3. Scope

- a. This License authorizes Licensee to use the ice surface, locker rooms, spectator stands, public areas of the Arena and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License applies only during the ice time set forth in "Exhibit C," or otherwise exchanged pursuant to paragraph 2(b), herein.
- d. This License applies only to Licensee and its employees, agents, members and invitees (spectators).
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.
- f. The License shall also authorize Licensee to the use of Licensor designated non-exclusive vendor space for the purpose of generating additional revenue. Such vendor locations shall be located in mutually agreed upon locations and shall only be permitted to sell merchandise that is not in direct competition with existing permanent vendors.

4. Payment

- a. Licensor shall invoice Licensee on the 15th of each month for all charges due and owing the following month. All invoiced amounts shall become due and owing the first day of the month following the invoice date.
- b. The invoiced amount shall be based upon the following hourly rate of \$333.33 per hour in each year of the term.
- c. A five (5%) percent monthly late fee will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.) (a.), above. A Fifty Dollar (\$50.00)-fee above the face amount of a check will be charged for all checks that are not paid, returned, and/or must be resubmitted for collection, regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.

- d. The Village of Bensenville amusement tax, then in effect, shall be assessed against the full amount of the hourly ice charge. The amusement tax is currently five percent (5%) at the signing of this License.
- e. Upon Licensee's failure to pay any sums due hereunder, Licensor reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a seven (7)-day cure period. However, Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.
- f. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licensor hereby reserves the right to cancel any future commitments made by Licensor to Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessor's sole option.

5. Taxes.

- a. Licensee hereby agrees to pay any and all due and owing taxes, which may be assessed by Licensor on Licensee's activities at the Arena, within fifteen (15) business days of receipt of said notice of a tax obligation.
- b. Specifically, Licensee shall collect, serve as agent and trustee for, and pay to the Licensor, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 et seq. In addition to the remedies provided for in Section 3-19-6, Licensor shall have the remedies set forth in part II, paragraph 4, subparagraphs c., d., and e. of this License.

6. Reservation of Rights.

- a. Licensor hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Licensor reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and spectators, for any reason, at Licensor's sole discretion.
- c. Licensor reserves the right, within not less than thirty (30) days prior to scheduled ice time, and upon written, verbal or email notice, to preempt Licensee's use of the Arena. Licensor shall reschedule the preempted ice time at a date and time suitable to Licensee, or, at the sole discretion of the Licensor, issue refunds or credits in lieu of said ice time.

7. Duties of Licensee.

- a. Licensee shall provide for the full and proper supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the locker room and Arena rules and regulations set forth in "Exhibit B," attached hereto and incorporated herein by reference as if fully set forth, and all other and further rules and regulations posted in the Arena.
- b. Licensee shall provide for qualified and trained adult supervision at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee by trained and qualified personnel.
- d. Licensee shall maintain the Arena in the same condition as received.

- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor.
- f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.
- g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.
- h. Licensee shall vacate ice surfaces promptly after the end of each ice time session and at each resurfacing. Ice will not be resurfaced until ice surface has been vacated. Licensee shall be responsible for ensuring that none of Licensee's employees, agents, participants, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open.
- i. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of:
 - ☒ USA Hockey
 - ☐ Amateur Hockey Association of Illinois
 - ☐ Amateur Athletic Union
- j. Licensee shall notify Licensor of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
- k. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to licensor within a reasonable time after they have been executed.
- l. Licensee shall indicate on "Exhibit D" which additional facilities they would like to rent. In the event that Licensee would like to rent vendor space, please indicate the name of the vendor and product(s) the vendor will be selling.
- m. In the event that Licensee is renting vendor space then Licensee shall be required to indicate the desired location of each vendor space on the facility drawings located on "Exhibit E". Vendors not listed on "Exhibit D" and located on the drawings on "Exhibit E" will not be permitted access to the facility.
- n. Licensee shall notify its customers/members that food and beverage consumption at the Edge shall be limited to the purchase of such food and beverage as is available from the food/beverage company which provides concessions and catering under contract with the Licensor. Activities will be suspended until Licensee and its customers/members remove any and all outside food and beverage from the Arena.

8. Duties of Licensor.

- a. Licensor shall provide the ice rink, changing rooms, and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit C" and the other facilities set forth in "Exhibit D."
- b. Licensor shall provide one (1) ice resurfacing prior to the ice times specified in "Exhibit C." Requests for additional resurfacing will be honored based upon the availability of staff and equipment.

- c. Licensor shall be responsible for advance preparation of the ice surface, maintenance and placement of all nets and boards, maintenance of lighting and ice surfaces, two locker rooms per ice slot, heating, and cleaning of locker rooms.
- d. Licensor shall notify Licensee of any material breach of this License. Licensee shall grant Licensor thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensor to remedy any such breach shall result in termination of this License at Licensee's option.

9. Assumption of Risk.

Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, to losses and the danger of being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets, attendees and spectators or any other element incidental to the operation of the Arena.

10. Insurance.

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensor as an additional insured, for limits of liability of not less than:
 - i. Personal injury/death: one million dollars per occurrence; and
 - ii. Property damage liability: five hundred thousand dollars per occurrence.
- b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.
- c. Waiver of Subrogation. Licensor and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensor and Licensee each agree to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

11. Waiver of Claims; Indemnification.

- a. Licensee shall indemnify, hold harmless, and defend the Licensor and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.
- b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensor and its managers, officers, agents, servants, and employees.

12. Termination.

- a. Subject to the conditions set forth in Article (4.), above, Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.
- b. Licensor reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
- c. Licensor shall give Licensee ten (10) days written notice of Licensor's intent to terminate this License.
- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.
- e. Termination by the Licensor shall not preclude its pursuit of any other remedy or damages it may have for Licensee's breach of this License.

13. Excuse of Performance.

- a. Licensor and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any acts of God, *force majeure*, or casualty, event, happening, or thing beyond the reasonable control of either Party, including, but not limited to, mechanical breakdown of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.
- b. Such excuse of performance shall continue until such time as said acts of God, *force majeure*, casualty, event, happening, or thing is past and/or the injury or loss from it sufficiently restored or remedied to permit resumption of the activities under this License.

14. Arena.

- a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.
- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee is in full compliance with this License.

15. Miscellaneous.

- a. **Assignment.** This License may be assigned by Licensee, with Licensor's prior written consent provided that the assignment is to: 1) any member organization of the Amateur Hockey Association of Illinois, which at the time of assignment is in good standing with that association; and, 2) Licensee is current in all amounts owing to Licensor.

- b. Amendments.** No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensor.
- c. Entire License.** This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.
- d. Severability.** The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and the License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
- e. Headings and Captions.** The headings and captions continued in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
- f. Governing law.** Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
- g. Waiver.** No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.
- h. Counterparts.** This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

16. Notice.

- a.** All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail as follows:

i. For Licensor:
Village of Bensenville
Attn: Evan Summers, Village Manager
12 S. Center Street
Bensenville, Illinois 60106
esummers@bensenville.il.us

and

Joseph Montana
Montana & Welch, LLC
192 North York Road
Elmhurst, IL 60126
jmontana@montanawelch.com
(630) 501 – 0624 Elmhurst
(630) 607 – 0694 Fax

ii. For Licensee:

MyHockey Tournaments, Inc.
Attn: Jim Babin
3023 North Clark Street #900
Chicago, IL 60657
jbabin@myhockeytournaments.com
(773) 269 - 6547

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

VILLAGE OF BENSENVILLE

MyHockey Tournaments, Inc.

By: _____
Evan Summers, Village Manager

By: Jonathan Oppenheimer
Its President

Attest: _____
Corey Williamsen, Deputy Village Clerk

Attest: [Signature]

EXHIBIT A
WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY
AGREEMENT ("AGREEMENT")

I. Assumption of Risk. I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also

acknowledge that ice skating arenas contain potential dangers. **Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and MyHockey Tournaments, Inc., an Illinois Corporation (“ hereafter referred to as the “Licensee”).** I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.

II. Release and waiver of claims agreement. In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, **I hereby agree to waive any and all claims that I have or may have in the future against the VILLAGE OF BENSENVILLE resulting from my participation in the activities of the Licensee at the Arena. Further, I hereby release the VILLAGE OF BENSENVILLE from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the Licensee due to whatever cause whatsoever, including negligence or breach of contract on the part of the VILLAGE OF BENSENVILLE.**

III. Binding effect of this Agreement. In the event of my death or incapacity, this Agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.

IV. Entire agreement. This Agreement contains all the terms and conditions of my waiver and release of liability.

I HAVE READ AND UNDERSTAND THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.

Signature of participant

Signature of parent or guardian of participant if participant is under eighteen (18) years of age.

Date

EXHIBIT B

LOCKER ROOM AND ARENA RULES AND REGULATIONS

1. Skates must be kept on the rubber floor only and not on or around the bleachers.
2. Playing hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment will be confiscated by rink staff if this policy is not adhered to.
3. Players must be fully clothed when outside of the locker room.
4. Roller blades, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.
5. No pets allowed in rink.
6. The ice re-surfacer (Zamboni) will not start until all players are off of the ice and doors are closed.
7. User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. E.g. If a practice or game is scheduled from 5:30 pm – 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
8. Users do not have access to the office or any office equipment within it.

Edge Ice Arenas Rules

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced:

- No food or sport drinks allowed in locker rooms – WATER ONLY is allowed.
- Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas and particularly locker rooms and adjacent hallways.
- *All* tobacco use is prohibited in the facilities – violation will result in immediate ejection of the user from the facility.
- ALL trash must be picked up in locker rooms before this form is deemed ACCEPTABLE.
- Players and or teams that bang sticks on wall and floors as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. PLEASE INFORM TEAM MEMBERS.

Date _____ Team and Association _____

Rink (Circle One) John Street Jefferson East Jefferson West Locker Room # _____

Time of day key is checked out _____

Responsible party printed name _____

NOTE EXISTING DAMAGE _____

I agree to accept full responsibility for cleanliness and damage that may occur during the above teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy and after all players have completed use of the locker room. The room must be clean and free from any acts of vandalism upon inspection.

Responsible party signature _____

Witness (Edge Staff) _____

After use inspection (circle one) Acceptable Not Acceptable**

**Reason for non-acceptance _____

Employee name that inspected locker room and received key _____

Time of day key returned _____

(Please note price list on reverse side for cost of damages)

Price List for Damages

Your team will be held liable for all damages to locker rooms that occurred in contracted time frame.
The following list outlines the replacement cost that your team will be charged for any and all damage:

Paint touch up	\$60.00
Damaged Bench	\$200.00
Keys	\$5.00
Locks	\$80.00
Showerhead	\$50.00
Outlet	\$30.00
Outlet Cover	\$10.00
Light Cover	\$100.00
Thermostat	\$500.00
Toilet	\$500.00
Sink	\$400.00
Toilet Partition	\$500.00
Shower Partition	\$500.00
Emergency Lights	\$500.00
Coat Hooks	\$250.00
Damaged Ceilings	\$1000.00
Damaged Doors	\$1000.00
Room Deodorizer	\$100.00

EXHIBIT C

ICE TIME/SCHEDULE

A. Regular Ice Slots

In each annual operating year. Licensee shall be responsible for purchasing certain specified ice slots from Licensor. In each Annual Operating Year, Licensee hereby agrees to purchase from the ice arena, with the exception of Thanksgiving weekend, no less than the general hours set forth in the following schedule.

2020-2021

October 9 – October 11, 2020

Friday: 3:00 – 11:00 pm Jefferson East, West and John St (unless Jr. Team or RU play)

Saturday: 7:00 am – 11:00 pm Jefferson East and West St (unless Junior Team or RU play)

Saturday: 11:00 am – 11:00 pm John St. (unless RU plays)

Sunday: 7:00 am – 5:00 pm Jefferson East, West & John St. (unless Junior Team or RU play)

November 27 – November 29, 2020

Friday: 7:00 am – 11:00 pm Jefferson East, West and John Street

Saturday: 7:00 am – 11:00 pm Jefferson East, West and John Street

Sunday: 7:00 am – 5:00 pm Jefferson East, West and John Street

January 16 – January 18, 2021

Saturday: 7:00 am – 11:00 pm Jefferson East and West (unless Junior or RU play)

Saturday: 11:00 am – 11:00 pm John Street (unless RU plays)

Sunday: 7:00 am – 11:00 pm Jefferson East, West & John Street (unless Junior or RU play)

Monday: 7:00 am – 5:00 pm Jefferson East, West & John Street (unless Junior or RU play)

February 13 – February 15, 2021

Saturday: 7:00 am – 11:00 pm Jefferson East and West (unless Junior or RU play)

Saturday: 11:00 am – 11:00 pm John Street (unless RU plays)

Sunday: 7:00 am – 11:00 pm Jefferson East, West & John Street (unless Junior or RU play)

Monday: 7:00 am – 5:00 pm Jefferson East, West & John Street (unless Junior or RU play)

May 14 – May 16, 2021

Friday: 3:00 – 11:00 pm Jefferson East and West

Saturday: 7:00 am – 11:00 pm Jefferson East and West

Sunday: 7:00 am – 5:00 pm Jefferson East and West

2021 - 2022

October 8 – October 10, 2021

Friday: 3:00 – 11:00 pm Jefferson East, West and John St (unless Jr. Team or RU play)

Saturday: 7:00 am – 11:00 pm Jefferson East and West (unless Junior Team or RU play)

Saturday: 11:00 am – 11:00 pm John St. (unless RU plays)

Sunday: 7:00 am – 5:00 pm Jefferson East, West & John St. (unless Junior Team or RU play)

November 26 – November 28, 2021

Friday: 7:00 am – 11:00 pm Jefferson East, West and John Street

Saturday: 7:00 am – 11:00 pm Jefferson East, West and John Street

Sunday: 7:00 am – 5:00 pm Jefferson East, West and John Street

January 15 – January 17, 2022

Saturday: 7:00 am – 11:00 pm Jefferson East and West (unless Junior or RU play)

Saturday: 11:00 am – 11:00 pm John Street (unless RU plays)

Sunday: 7:00 am – 11:00 pm Jefferson East, West & John Street (unless Junior or RU play)

Monday: 7:00 am – 5:00 pm Jefferson East, West & John Street (unless Junior or RU play)

February 19 – February 21, 2022

Saturday: 7:00 am – 11:00 pm Jefferson East and West (unless Junior or RU play)

Saturday: 11:00 am – 11:00 pm John Street (unless RU plays)

Sunday: 7:00 am – 11:00 pm Jefferson East, West & John Street (unless Junior or RU play)

Monday: 7:00 am – 5:00 pm Jefferson East, West & John Street (unless Junior or RU play)

May 14 – May 16, 2021

Friday: 3:00 – 11:00 pm Jefferson East and West

Saturday: 7:00 am – 11:00 pm Jefferson East and West

Sunday: 7:00 am – 5:00 pm Jefferson East and West

Exhibit D

Other facility rental fees and responsibilities

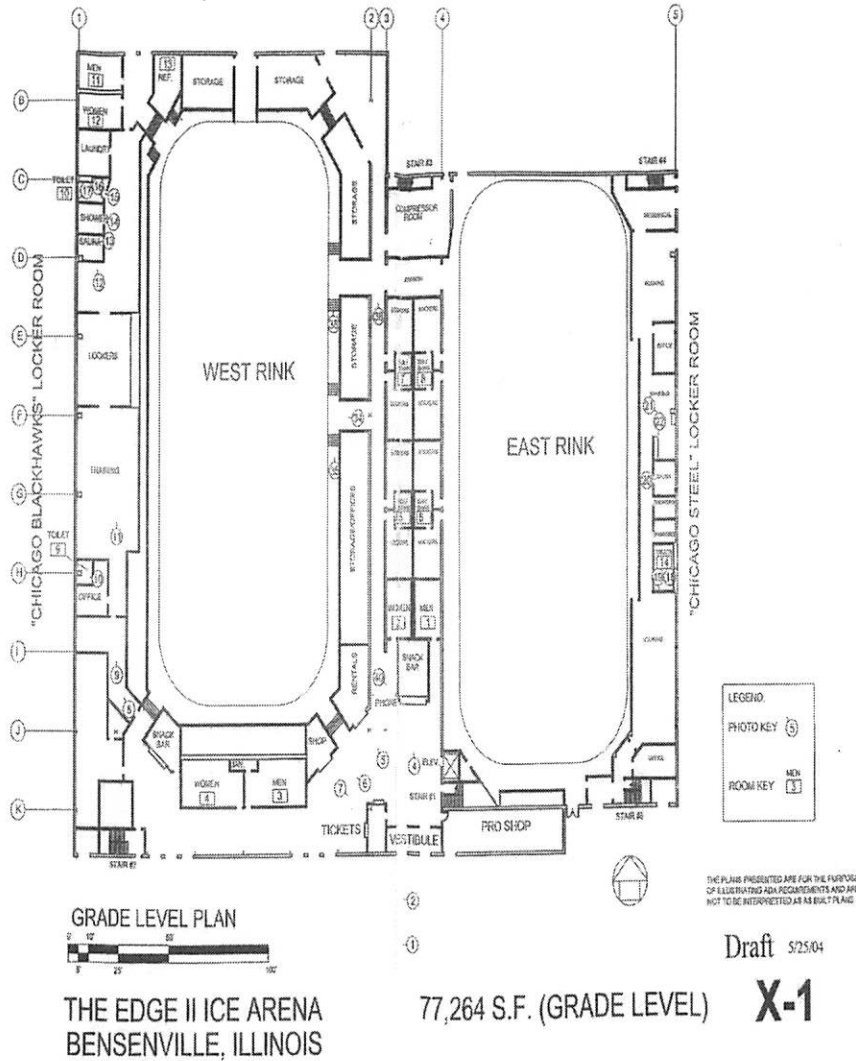
The Edge Ice Arenas has a number of different facilities available for rent in addition to just ice rental. Listed below are other areas of the facility that can be rented out as a means to enhance your program content. Please understand that there is a deposit and a rental fee charged with each one of these facilities. A post usage inspection must be approved by rink management prior to return of the customer's damage deposit. Food and drink are not allowed in any of the facilities. Please place a check mark in the box of the facility required.

<u>Rental Facility</u>	<u>Cost</u>	<u>Please check if required</u>
AHAI Meeting Rooms Maximum occupancy of 30 people per room	\$150/day	
West Rink Party Room Maximum occupancy of 15 people per room	\$50/day	
Blue Line Club Bar Maximum occupancy of 20 people per room	\$100/day	
John Street Ballet Room Maximum occupancy of 20 people per room	\$50/day	
Skybox Each skybox offers a private suite overlooking the Edge West Ice Arena. Maximum occupancy is 10 people per suite.	\$100/suite	
Food/Beverage The Edge Ice Arenas has leased out exclusive licensing rights for all food and vending priveledges. Please do not bring in food from outside sources. Please indicate YES or NO if you will be requiring food and beverage services while at the Edge.	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; border-radius: 50%; padding: 2px; margin-right: 10px;"> Yes No </div> <div> We want the food/drink </div> </div>	
Vendor Space Each vendor space will include one table and two chairs. There are two vendors spaces available on lower level and numerous spaces available on the 2nd level mezzanine.	\$100/upper level space \$150/lower level space	Y.

we want
the food/drink
to be
open

Exhibit E

Vendor Space Designations (Please indicate your desired location)



TYPE:Resolution**SUBMITTED BY:**Todd Finner**DEPARTMENT:**Recreation**DATE:**April 28, 2020**DESCRIPTION:**

Resolution Authorizing a Facility Usage License Agreement with 200 x 85, LLC. for the ChiTown Shuffle Youth Hockey Tournament

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 checked="" type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input 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:

The Village has encouraged 200 X 85, LLC to use the Edge Ice Arenas as one of the host sites for the 2020 ChiTown Shuffle youth hockey tournament. This tournament will feature approximately thirty teams from the Chicagoland area and from around the Midwest. The event will take place from July 17th through July 19th.

KEY ISSUES:

The Resolution presented, approves a Facility Usage License Agreement with 200 X 85, LLC. The agreement will cover any and all ice times reserved by 200 X 85 at the Edge over July 17 - July 19 weekend. This agreement helps offset fixed operating costs by generating revenues during the off-peak periods.

ALTERNATIVES:

- This Resolution requires approval by the Village Board. Should the Board not approve the Resolution, 200 X 85, LLC will not be entitled to use the Arenas under the terms of the proposed Facility Usage License Agreement.
- Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the Resolution.

BUDGET IMPACT:

This Agreement will provide the Village with revenues in the form of license fees, amusement tax and increased concession sales commissions. Total resulting revenues are expected to be in excess of \$17,800.00 for license fees and amusement tax. These revenues are included in the 2020 annual budget.

ACTION REQUIRED:

Approval of a Resolution Authorizing a Facility Usage License Agreement with the 200 X 85, LLC. for the Chitown Shuffle youth hockey tournament.

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

Resolution

4/21/2020

Resolution Letter

Agreement

4/21/2020

Exhibit

RESOLUTION NO.

**A RESOLUTION APPROVING AN ICE ARENA FACILITY USAGE LICENSE
AGREEMENT WITH 200 X 85, LLC**

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

WHEREAS, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the VILLAGE owns and operates ice rink facilities commonly known as The Edge on Jefferson Street and The Edge on John Street (collectively the “ARENA”); and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to license ice time and use of the ARENA for the purposes of attracting special events to Bensenville as well as generating revenue to fund the costs of maintenance, operation and management of the ARENA; and

WHEREAS, 200 x 85, LLC has expressed a desire to enter into an Ice Arena and Facility Usage License Agreement for the use of the ARENA in accordance with the terms and conditions as expressed in the subsequent Ice Arena and Facility Usage License Agreement (hereinafter the “AGREEMENT”) attached hereto and incorporated by reference herein as Exhibit “A”; and

WHEREAS, President and Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with 200 X 85, LLC.

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

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

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, the Ice Arena and Facility Use Agreement attached hereto and incorporated herein by reference as Exhibit "A."

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 28th day of April, 2020.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage License (hereinafter "License") is made and entered into as of this 19th day of May, 2020, by and between the VILLAGE OF BENSENVILLE ("Licensor," "Village") and 200 x 85, LLC ("Licensee") (Licensee and Licensor collectively referred to as the "Parties") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS ("Arena").

I. RECITALS

1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
2. Pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates two ice rinks, one located at 545 John Street, Bensenville, Illinois ("Edge on John Street") and the other at 735 East Jefferson Street, Bensenville, Illinois ("Edge on Jefferson Street"). (For the general purposes of this License, Edge on John Street and Edge on Jefferson Street shall be referred to collectively as the "Arena," unless referenced otherwise.)
3. Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Arena.
4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to 200 x 85, LLC (licensee) and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
5. Licensee intends to use all ice time and the Arena and its facilities, as provided herein.
6. Licensee recognizes that Licensor is an Illinois municipal corporation and is, therefore, subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
7. Licensee further recognizes that Arena and its facilities are public in nature.
8. Licensee recognizes that Licensor has executed, and is therefore bound by, License agreements with other parties, which may limit Licensor's ability to reschedule ice time.
9. Licensor and Licensee recognize that this License is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators, subject to conditions and restriction imposed on the Arena as public property and the Licensor as a municipal corporation.

NOW, THEREFORE, in consideration of the recitals, representations, and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

II. LICENSE

1. Term.

The Term of this License shall commence on July 1, 2020 and shall continue for a period of two (2) months (the "Term") until August 31, 2020 and shall cover all ice times rented at the facility.

2. Usage.

- a. **Ice Time.** During the Term, Licensee shall purchase from Licensor pursuant to the schedule set forth in "Exhibit C," attached hereto.



- b. **Exchange of Ice Time.** Licensee may exchange the ice time specifically listed in "Exhibit C" for other available of unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensor, at Licensor's sole discretion. All exchanges must be approved verbally, or in writing, by the Director of Recreation and Community Programming or designee, forty-eight (48) hours prior to the earlier of ice times.
- c. **Preempted Ice.** Licensor reserves the right, within not less than fourteen (14) days prior to scheduled ice time, and upon verbal or written notice, to preempt Licensee's use of the Arena.
- d. **Age Levels.** Participant age levels shall be limited to boys teams at the ~~peewee levels~~ or younger.

3. Scope

- a. This License authorizes Licensee to use the ice surface, locker rooms, spectator stands, public areas of the Arena, other Redmond Park Facilities, as schedule allows, and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License and the usages provided for herein applies only during the ice time set forth in "Exhibit C," or otherwise exchanged pursuant to paragraph 2(b), herein.
- d. This License applies only to Licensee and its employees, agents, members and invitees (spectators).
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.

4. Payment

- a. Licensor shall invoice Licensee for a fifty per cent (50%) deposit of all ice time. The deposit will become due on May 1, 2020. The remaining balance will be invoiced on June 15, 2020 and shall become due prior to the start of the tournament. If deposit is not received by May 1, 2019 then this agreement shall be deemed null and void.
- b. The invoiced amount shall be based upon the following hourly rate of **Two Hundred Seventy Five Dollars (\$275.00)** per hour.
- c. A five (5%) percent monthly late fee will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.) (a.), above. A Fifty Dollar (\$50.00)-fee above the face amount of a check will be charged for all checks that are not paid, returned, and/or must be resubmitted for collection, regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.
- d. The Village of Bensenville amusement tax, then in effect, shall be assessed against only the first **\$275.00** of each hourly ice charge. The amusement tax is currently five percent (5%) at the signing of this License.
- e. Upon Licensee's failure to pay any sums due hereunder, Licensor reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a seven (7)-day cure period. However, Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.

- f. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licenser hereby reserves the right to cancel any future commitments made by Licenser to Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessor's sole option.

5. Taxes.

- a. Licensee hereby agrees to pay any and all due and owing taxes, which may be assessed by Licenser on Licensee's activities at the Arena, within fifteen (15) business days of receipt of said notice of a tax obligation.
- b. Specifically, Licensee shall collect, serve as agent and trustee for, and pay to the Licenser, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 et seq. In addition to the remedies provided for in Section 3-19-6, Licenser shall have the remedies set forth in part II, paragraph 4, subparagraphs c., d., and e. of this License.

6. Reservation of Rights.

- a. Licenser hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Licenser reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and spectators, for any reason, at Licenser's sole discretion.

7. Duties of Licensee.

- a. Licensee shall provide for the full and proper supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the locker room and Arena rules and regulations set forth in "Exhibit B," attached hereto and incorporated herein by reference as if fully set forth, and all other and further rules and regulations posted in the Arena. Licensee agrees to pay to the Licenser the replacement costs itemized in Exhibit "B" for the damages listed there caused by it or its employees, agents, members, invitees and spectators.
- b. Licensee shall provide for qualified and trained adult supervision (exclusive of hockey directors and coaches) at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee by trained and qualified personnel.
- d. Licensee shall maintain the Arena in the same condition as received.
- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licenser.
- f. Licensee shall notify Licenser of any adverse condition(s) arising during the term of this License.
- g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.



- h. Licensee's players, hockey directors, instructors and bench coaches shall vacate ice surfaces promptly after the end of each ice time session and at each resurfacing. Licensee shall be responsible for ensuring that none of Licensee's employees, agents, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open.
- i. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of:
 - ☐ USA Hockey
 - ☐ Amateur Hockey Association of Illinois
- j. Licensee shall notify Licensor of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
- k. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to licensor within a reasonable time after they have been executed.
- l. Licensee shall indicate on "Exhibit D" which additional facilities they would like to rent. In the event that Licensee would like to rent vendor space, please indicate the name of the vendor and product(s) the vendor will be selling.
- m. In the event that Licensee is renting vendor space then Licensee shall be required to indicate the desired location of each vendor space on the facility drawings located on "Exhibit E". Vendors not listed on "Exhibit D" and located on the drawings on "Exhibit E" will not be permitted access to the facility.
- n. Licensee shall notify its customers/members that food and beverage consumption at the Edge shall be limited to the purchase of such food and beverage as is available from the food/beverage company which provides concessions and catering under contract with the Licensor. Activities will be suspended until Licensee and its customers/members remove any and all outside food and beverage from the Arena.

8. Duties of Licensor.

- a. Licensor shall provide the ice rink, locker rooms, and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit C" and the other facilities set forth in "Exhibit D."
- b. Licensor shall provide one (1) ice resurfacing prior to the ice times specified in "Exhibit C." Requests for additional resurfacing will be honored based upon the availability of staff and equipment.
- c. Licensor shall be responsible for advance preparation of the ice surface, maintenance and placement of all nets and boards, maintenance of lighting and ice surfaces, two locker rooms per ice slot, heating, and cleaning of locker rooms.
- d. Licensor shall provide one table and two chairs for each vendor location rented by Licensee as indicated in "Exhibit D".
- e. Licensor shall notify Licensee of any material breach of this License. Licensee shall grant Licensor thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensor to remedy any such breach shall result in termination of this License at Licensee's option.



9. Assumption of Risk.

Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, to losses and the danger of being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets, attendees and spectators or any other element incidental to the operation of the Arena.

10. Insurance.

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensor as an additional insured, for limits of liability of not less than:
 - i. Personal injury/death: one million dollars per occurrence; and
 - ii. Property damage liability: five hundred thousand dollars per occurrence.
- b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.
- c. Waiver of Subrogation. Licensor and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensor and Licensee each agree to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

11. Waiver of Claims; Indemnification.

- a. Licensee shall indemnify, hold harmless, and defend the Licensor and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.
- b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensor and its managers, officers, agents, servants, and employees.

12. Termination.

- a. Subject to the conditions set forth in Article (4.), above, Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.
- b. Licensor reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.



- c. Licensors shall give Licensee ten (10) days written notice of Licensors intent to terminate this License.
- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.
- e. Termination by the Licensors shall not preclude its pursuit of any other remedy or damages it may have for Licensees breach of this License.

13. Excuse of Performance.

- a. Licensors and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any acts of God, *force majeure*, or casualty, event, happening, or thing beyond the reasonable control of either Party, including, but not limited to, mechanical breakdown of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.
- b. Such excuse of performance shall continue until such time as said acts of God, *force majeure*, casualty, event, happening, or thing is past and/or the injury or loss from it sufficiently restored or remedied to permit resumption of the activities under this License.

14. Arena.

- a. Licensors reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensors.
- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensors reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee in is full compliance with this License.

15. Miscellaneous.

- a. **Assignment.** This License may be assigned by Licensee, with Licensors prior written consent provided that the assignment is to: 1) any member organization of the Amateur Hockey Association of Illinois, which at the time of assignment is in good standing with that association; and, 2) Licensee is current in all amounts owing to Licensors.
- b. **Amendments.** No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensors.
- c. **Entire License.** This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.
- d. **Severability.** The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and the License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.



- e. **Headings and Captions.** The headings and captions continued in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
- f. **Governing law.** Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
- g. **Waiver.** No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.
- h. **Counterparts.** This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

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16. Notice.

- a. All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail as follows:

i. For Licensor:
Village of Bensenville
Attn: Todd Finner, Ice Scheduler
735 E. Jefferson Street
Bensenville, Illinois 60106
tfinner@bensenville.il.us

and

P. Joseph Montana
Montana and Welch, LLC
192 North York Road
Elmhurst, IL 60126
jmontana@montanawelch.com
(630) 501 – 0624 Elmhurst
(708) 448 – 7005 Palos Heights
(630) 607 – 0694 Fax


ii. For Licensee:
200 x 85, LLC
Attn: Kevin Mann
6690 South Rte 53
Woodridge, IL 60517
kmhinc@aol.com
(312) 543 - 5118

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

VILLAGE OF BENSENVILLE

200 X 85

By: _____
Village Manager

By: 

Its VP Business Off

Attest: _____
Village Clerk

Attest: _____
Secretary

EXHIBIT A
WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY
AGREEMENT ("AGREEMENT")

- I. **Assumption of Risk.** I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. **Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and 200 x 85, LLC (" hereafter referred to as the "Licensee").** I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.
- II. **Release and waiver of claims agreement.** In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, **I hereby agree to waive any and all claims that I have or may have in the future against the VILLAGE OF BENSENVILLE resulting from my participation in the activities of the Licensee at the Arena. Further, I hereby release the VILLAGE OF BENSENVILLE from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the Licensee due to whatever cause whatsoever, including negligence or breach of contract on the part of the VILLAGE OF BENSENVILLE.**
- III. **Binding effect of this Agreement.** In the event of my death or incapacity, this Agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.
- IV. **Entire agreement.** This Agreement contains all the terms and conditions of my waiver and release of liability.

I HAVE READ AND UNDERSTAND THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.

Signature of participant

Signature of parent or guardian of participant if participant is under eighteen (18) years of age.

Date



EXHIBIT B

LOCKER ROOM AND ARENA RULES AND REGULATIONS

1. Skates must be kept on the rubber floor only and not on or around the bleachers.
2. Playing hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment will be confiscated by rink staff if this policy is not adhered to.
3. Players must be fully clothed when outside of the locker room.
4. Roller blades, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.
5. No pets allowed in rink.
6. The ice re-surfacer (Zamboni) will not start until all players are off of the ice and doors are closed.
7. User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. E.g. If a practice or game is scheduled from 5:30 pm – 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
8. Users do not have access to the office or any office equipment within it.



Edge Ice Arenas Rules

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced:

- No food or sport drinks allowed in locker rooms – WATER ONLY is allowed.
- Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas and particularly locker rooms and adjacent hallways.
- All tobacco use is prohibited in the facilities – violation will result in immediate ejection of the user from the facility.
- ALL trash must be picked up in locker rooms before this form is deemed ACCEPTABLE.
- Players and or teams that bang sticks on wall and floors as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. PLEASE INFORM TEAM MEMBERS.

Date _____ Team and Association _____

Rink (Circle One) John Street Jefferson East Jefferson West Locker Room # _____

Time of day key is checked out _____

Responsible party printed name _____

NOTE EXISTING DAMAGE _____

I agree to accept full responsibility for cleanliness and damage that may occur during the above teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy and after all players have completed use of the locker room. The room must be clean and free from any acts of vandalism upon inspection.

Responsible party signature _____

Witness (Edge Staff) _____

After use inspection (circle one) Acceptable Not Acceptable**

**Reason for non-acceptance _____

Employee name that inspected locker room and received key _____

Time of day key returned _____

(Please note price list on reverse side for cost of damages)



Price List for Damages

Your team will be held liable for all damages to locker rooms that occurred in contracted time frame.
The following list outlines the replacement cost that your team will be charged for any and all damage:

Paint touch up	\$60.00
Damaged Bench	\$200.00
Keys	\$5.00
Locks	\$80.00
Showerhead	\$50.00
Outlet	\$30.00
Outlet Cover	\$10.00
Light Cover	\$100.00
Thermostat	\$500.00
Toilet	\$500.00
Sink	\$400.00
Toilet Partition	\$500.00
Shower Partition	\$500.00
Emergency Lights	\$500.00
Coat Hooks	\$250.00
Damaged Ceilings	\$1000.00
Damaged Doors	\$1000.00
Room Deodorizer	\$100.00

EXHIBIT C

ICE TIME/SCHEDULE

A. Regular Ice Slots.

Licensee shall be responsible for purchasing a minimum of the ice slots specified below as well as additional ice slots to be added throughout the dates specified in the agreement.

<u>Day</u>	<u>Date</u>	<u>Start</u>	<u>End</u>	<u>Rink</u>
Friday	7/17/20	7:30 AM	8:45 AM	Edge on Jefferson East
Friday	7/17/20	8:55 AM	10:10 AM	Edge on Jefferson East
Friday	7/17/20	10:20 AM	11:35 AM	Edge on Jefferson East
Friday	7/17/20	11:45 AM	1:00 PM	Edge on Jefferson East
Friday	7/17/20	1:10 PM	2:25 PM	Edge on Jefferson East
Friday	7/17/20	2:35 PM	3:50 PM	Edge on Jefferson East
Friday	7/17/20	4:00 PM	5:15 PM	Edge on Jefferson East
Friday	7/17/20	4:30 PM	5:45 PM	Edge on Jefferson West
Friday	7/17/20	5:25 PM	6:40 PM	Edge on Jefferson East
Friday	7/17/20	5:55 PM	7:10 PM	Edge on Jefferson West
Friday	7/17/20	6:50 PM	8:05 PM	Edge on Jefferson East
Friday	7/17/20	7:20 PM	8:35 PM	Edge on Jefferson West
Friday	7/17/20	8:15 PM	9:30 PM	Edge on Jefferson East
Friday	7/17/20	8:45 PM	10:00 PM	Edge on Jefferson West
Saturday	7/18/20	7:30 AM	8:45 AM	Edge on Jefferson East
Saturday	7/18/20	7:40 AM	8:55 AM	Edge on Jefferson West
Saturday	7/18/20	8:55 AM	10:10 AM	Edge on Jefferson East
Saturday	7/18/20	9:05 AM	10:20 AM	Edge on Jefferson West
Saturday	7/18/20	10:20 AM	11:35 AM	Edge on Jefferson East
Saturday	7/18/20	10:30 AM	11:45 AM	Edge on Jefferson West
Saturday	7/18/20	11:45 AM	1:00 PM	Edge on Jefferson East
Saturday	7/18/20	11:55 AM	1:10 PM	Edge on Jefferson West
Saturday	7/18/20	1:10 PM	2:25 PM	Edge on Jefferson East
Saturday	7/18/20	1:20 PM	2:35 PM	Edge on Jefferson West
Saturday	7/18/20	2:35 PM	3:50 PM	Edge on Jefferson East
Saturday	7/18/20	2:45 PM	4:00 PM	Edge on Jefferson West
Saturday	7/18/20	4:00 PM	5:15 PM	Edge on Jefferson East
Saturday	7/18/20	4:10 PM	5:25 PM	Edge on Jefferson West
Saturday	7/18/20	5:25 PM	6:40 PM	Edge on Jefferson East
Saturday	7/18/20	5:35 PM	6:50 PM	Edge on Jefferson West
Saturday	7/18/20	6:50 PM	8:05 PM	Edge on Jefferson East
Saturday	7/18/20	7:00 PM	8:15 PM	Edge on Jefferson West
Saturday	7/18/20	8:15 PM	9:30 PM	Edge on Jefferson East

Saturday	7/18/20	8:25 PM	9:40 PM	Edge on Jefferson West
Sunday	7/19/20	7:30 AM	8:45 AM	Edge on Jefferson East
Sunday	7/19/20	7:40 AM	8:55 AM	Edge on Jefferson West
Sunday	7/19/20	8:55 AM	10:10 AM	Edge on Jefferson East
Sunday	7/19/20	9:05 AM	10:20 AM	Edge on Jefferson West
Sunday	7/19/20	10:20 AM	11:35 AM	Edge on Jefferson East
Sunday	7/19/20	10:30 AM	11:45 AM	Edge on Jefferson West
Sunday	7/19/20	11:55 AM	1:45 PM	Edge on Jefferson West

Exhibit D

Other facility rental fees and responsibilities

The Edge Ice Arenas has a number of different facilities available for rent in addition to just ice rental. Listed below are other areas of that can be rented out as a means to enhance your program content. Please understand that there is a deposit and a rental fee charge one of these facilities. A post usage inspection must be approved by rink management prior to return of the customer's damage depc Food and drink are not allowed in any of the facilities. Please place a check mark in the box of the facility required.

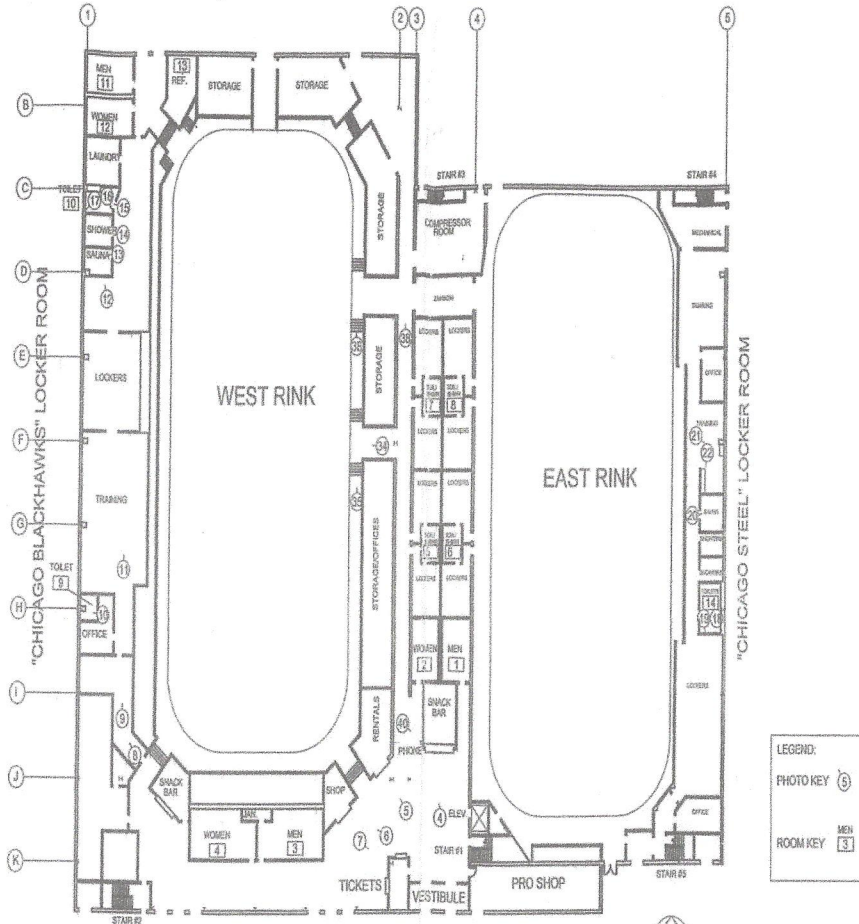
<u>Rental Facility</u>	<u>Cost</u>	<u>Please check if required</u>
AHAI Meeting Rooms Maximum occupancy of 30 people per room	\$150/day/room	
West Rink Party Room Maximum occupancy of 15 people per room	\$50/day	
Blue Line Club Bar Maximum occupancy of 20 people per room	\$100/day	
John Street Ballet Room Maximum occupancy of 20 people per room	\$50/day	
Skybox Each skybox offers a private suite overlooking the Edge West Ice Arena. Maximum occupancy is 10 people per suite.	\$100/suite	
Food/Beverage The Edge Ice Arenas has leased out exclusive licensing rights for all food and vending privileges. Please do not bring in food from outside sources. Please indicate YES or NO if you will be requiring food and beverage services while at the Edge.	Yes No	
Vendor Space Each vendor space will include one table and two chairs. There are two vendors spaces available on lower level and numerous spaces available on the 2nd level mezzanine.	\$100/upper level space \$150/lower level space	
Internet Needs Please specify all internet requirements.		
Electrical Requirements Please specify all electrical requirements.		
Microphone Please specify if you will require the use of a microphone.		

****Please list each vendor name and products to be sold in space below:**



Exhibit E

Vendor Space Designations (Please indicate your desired location)



GRADE LEVEL PLAN



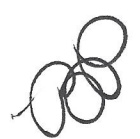
THE EDGE II ICE ARENA
BENSENVILLE, ILLINOIS

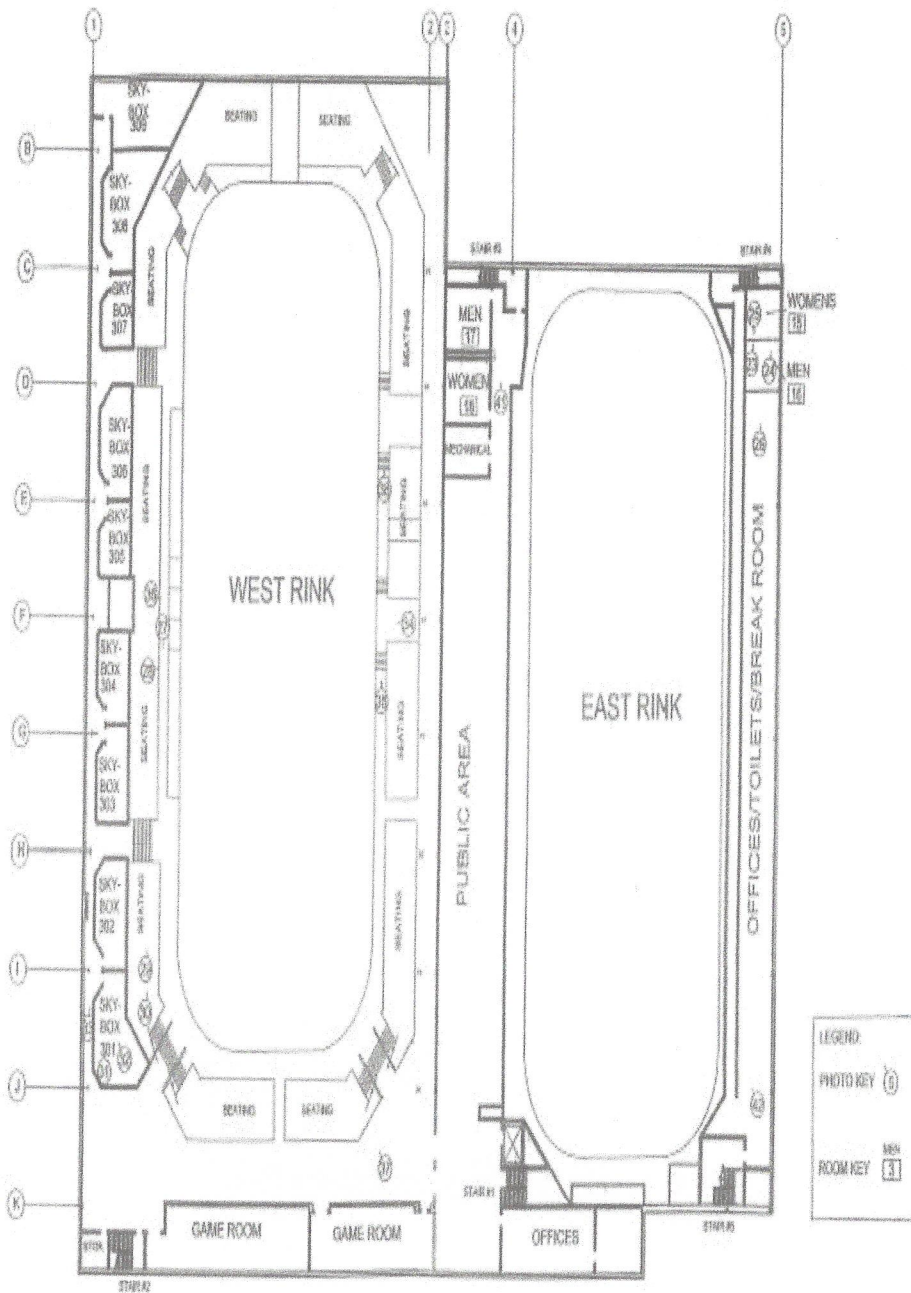
77,264 S.F. (GRADE LEVEL)

Draft 5/25/04

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THE PLANS PRESENTED ARE FOR THE PURPOSE
OF ILLUSTRATING AIA REQUIREMENTS AND ARE
NOT TO BE INTERPRETTED AS AS BUILT PLANS





UPPER LEVEL PLAN



THE EDGE II ICE ARENA
BENSENVILLE, ILLINOIS

THIS PLAN IS PROVIDED FOR THE PURPOSE
OF ILLUSTRATING AND RECORDING THE ARENA
NOT TO BE INTERPRETTED AS A BUILT PLAN



Draft 5/25/04

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