

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 May 25, 2021

- 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. *May 11, 2021 Village Board Meeting Minutes*
- VI. WARRANT
 1. *Warrant Report 5-25-2021 21/09 \$2,597,091.58*
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
- VIII. **REPORTS OF VILLAGE DEPARTMENTS**
 - A. Administration – No Report
 - B. Community and Economic Development
 1. *Resolution Accepting a Proposal For The Village Owned Vacant Parcel of Real Property at 340 North Meyer Road For Its Appraised Value And Authorizing The Village Manager To Finalize The Terms Of The Sale And Development Of The Property*
 2. *Ordinance Granting a Variation to Allow a Fence in the Corner Side Yard at 146 S. Mason Street, Bensenville, Illinois*
 3. *Ordinance Granting a Special Use Permit to Operate a Day Care Center at 227 W. Grand Avenue, Bensenville, Illinois*
 4. *Ordinance Amending Chapter Seven of Title Ten (Zoning) of the Bensenville Village Code for the Purpose of Accessory Retail Use and Swimming Pools Regulations*

C. Finance – No Report

D. Police Department – No Report

E. Public Works

1. *Resolution Authorizing an Award of a Contract for Design Engineering Services for the Eastern Ave Reconstruction Project to Christopher B. Burke Engineering LTD. in the Not-to-Exceed Amount of \$98,303*
2. *Resolution Authorizing an Award of a Contract for Design Engineering Services for the 2022 Village Watermain Improvements Project to James J. Benes & Associates, Inc. in the not-to-exceed amount of \$71,650*
3. *Resolution Authorizing an Award of a Contract for Design Engineering Services for the 2022 Village Street Improvement Program to James J. Benes & Associates, Inc. in the not-to-exceed Amount of \$58,353*
4. *Resolution Authorizing the Approval of a Purchase Order to Core & Main for Sensus Water Meters Annual Maintenance in the Not-to-Exceed Amount of \$19,151*
5. *Resolution Authorizing the Execution of an Intergovernmental Agreement (IGA) with the Illinois Department of Transportation (IDOT) for Traffic Signal Maintenance on State Highways*
6. *Resolution Authorizing the Execution of a Purchase Order with NuToys Leisure Products for the Purchase of Refuse Receptacles in the Not to Exceed Amount of \$23,370*
7. *Resolution Authorizing the Purchase Order to the Illinois Environmental Protection Agency for the Annual Wastewater Treatment Plant NPDES Operating Permit in the Not-to-Exceed Amount of \$17,500*
8. *Resolution Authorizing the Execution of a Purchase Order to the DuPage River / Salt Creek Workgroup (DRSCW) for the 2021/2022 Annual Dues in the Not-to-Exceed Amount of \$14,835*

F. Recreation – No Report

IX. REPORTS OF VILLAGE OFFICERS:

A. PRESIDENT'S REMARKS:

B. VILLAGE MANAGER'S REPORT:

C. VILLAGE ATTORNEY'S REPORT:

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

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

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

TYPE:Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**May 25, 2021**DESCRIPTION:**May 11, 2021 Village Board Meeting Minutes**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description****Upload Date****Type**

DRAFT_210511_VB

5/19/2021

Cover Memo

DRAFT_210511_VB_Exhibit_A

5/19/2021

Cover Memo

DRAFT_210511_VB_Exhibit_B

5/19/2021

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
May 11, 2021

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

ROLL CALL: 2. Upon roll call by Village Clerk, Nancy Quinn, the following Board Members were present:

President DeSimone*, Village Clerk, Nancy Quinn*, Carmona*, Franz* Frey*, Lomax*, Panicola*, Perez*

Absent: None

A quorum was present.

Staff Present: E. Summers, S. Flynn*, J. McManus*, M. Patel*, S. Viger*, C. Williamsen

**Attended the meeting via electronic means.*

Public Hearing
16W688 2nd Ave.:

President DeSimone opened the Public Hearing for the proposed annexation agreement between the Village of Bensenville and 16W 2nd Avenue (PIN: 03-23-103-005) at 6:31 p.m.

PUBLIC COMMENT:

Barbara Wlodarczyk – 4N665 Ridgewood Avenue

Ms. Wlodarczyk spoke against the proposed annexation agreement.

Carri Kosiba – 4N665 Ridgewood Avenue

Ms. Kosiba spoke against the proposed annexation agreement.

Tom Guddga – 4N665 Ridgewood Avenue

Mr. Gussga spoke against the proposed annexation agreement.

Paul Guerino – Bensenville Fire Protection District No. 1

Mr. Guerino requested all revenues from Fire Protection goes to Bensenville Fire District No. 1.

Jan Kardasz – 16W657 2nd Avenue (On-Line Comment)

Ms. Kardasz submitted an online comment. Ms. Kardasz's comment has been attached to the minutes as "Exhibit A".

Marshall Subach – Attorney for Petitioner

Mr. Subach provided a statement regarding the proposed annexation agreement and proposed re-subdivision of the property.

Michael Plumeri – 16W656 Third Avenue

Mr. Plumeri spoke against the proposed annexation agreement.

Laura Charvoneau – 4N602 Ridgewood

Ms. Charvoneau spoke against the proposed annexation agreement.

Sandra Graner – 4N635 Ridgewood Avenue

Ms. Granger spoke against the proposed annexation agreement.

Motion: Trustee Franz made a motion to close the Public Hearing. Trustee Carmona seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

President DeSimone closed the Public Hearing at 6:45p.m.

PUBLIC COMMENT: **Steven Knoll – 245 William Street (On-Line Comment)**
Mr. Knoll submitted an online comment. Mr. Knoll's comment has been attached to the minutes as "Exhibit B".

**APPROVAL OF
MINUTES:**

3. The April 27, 2021 Village Board Meeting minutes were presented.

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

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

NAYS: None

All were in favor. Motion carried.

**WARRANT NO.
_____:**

4. There was no Warrant for action.

**Resolution No.
R-52-2021:**

5. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-52-2021** entitled a **Resolution Supporting Restoration of LGDF Revenue.**

There were no questions from the Village Board.

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

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.
13-2021:**

6. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 13-2021** entitled an **Ordinance Approving the Annexation Agreement between 16W688 2nd Avenue and the Village of Bensenville, Illinois.**

There were no questions from the Village Board.

Motion: Trustee Franz made a motion to adopt the ordinance as presented. Trustee Carmona seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.
14-2021:**

7. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 14-2021** entitled an **Ordinance Approving the Annexation of 16W688 2nd Avenue into the Village of Bensenville, Illinois.**

There were no questions from the Village Board.

Motion: Trustee Franz made a motion to adopt the ordinance as presented. Trustee Carmona seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.
15-2021:**

8. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 15-2021** entitled an **Ordinance Approving a Zoning Map Amendment and Preliminary Plat of Subdivision at 16W688 2nd Avenue, Bensenville, Illinois.**

There were no questions from the Village Board.

Motion: Trustee Franz made a motion to adopt the ordinance as presented. Trustee Carmona seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.
16-2021:**

9. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 16-2021** entitled an **Ordinance Approving a Zoning Map Amendment and Preliminary Plat of Subdivision at 400 S Ridgewood, Bensenville, Illinois.**

There were no questions from the Village Board.

Motion: Trustee Franz made a motion to adopt the ordinance as presented. Trustee Carmona seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-53-2021:**

10. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-53-2021** entitled a **Resolution Authorizing a Contract with CDS Office Technologies for the Maintenance of Printers Within the Village from May 1, 2021 Through April 30, 2022 in the Aggregate Amount of \$13,749.84.**

There were no questions from the Village Board.

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

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-54-2021:**

11. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-54-2021** entitled a **Resolution Authorizing a Facility Usage License Agreement with HHD Hockey.**

There were no questions from the Village Board.

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

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

NAYS: None

All were in favor. Motion carried.

**PRESIDENT'S
REMARKS:**

Proclamation: Deputy Village Clerk, Corey Williamsen, read a proclamation into the records Designating the Week of May 16-22, 2021 as national Public Works Week in the Village of Bensenville.

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

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

NAYS: None

All were in favor. Motion carried.

President DeSimone announced the Village of Bensenville will be hosting a 4th of July event and Music in the Park. All information can be found on the Village's Website.

President DeSimone announced the Village is celebrating National Police Week and thanked all for their services and dedications.

**MANAGERS
REPORT:**

Village Manager, Evan Summers, announced fire hydrant flushing is currently taking place throughout the Village.

Mr. Summers announced there is a prescriptions drop box at the Bensenville Police Department for those that want to properly dispose of their prescriptions.

**VILLAGE ATTORNEY
REPORT:**

Village Attorney, Joseph Montana, had no report.

**UNFINISHED
BUSINESS:**

There was no unfinished business.

**NEW BUSINESS:
EXECUTIVE
SESSION:**

There was no new business.

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

ADJOURNMENT:

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

ROLL CALL:

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

NAYS: None

All were in favor. Motion carried.

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

Nancy Quinn
Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, May 2021

From: noreply@civicplus.com
Sent: Tuesday, May 11, 2021 4:45 PM
To: Corey Williamsen; Anthony G. Sumner
Subject: Online Form Submittal: Bensenville Public Comment Form

Bensenville Public Comment Form

If you wish to offer Public Comment for one of our Board Meetings or if you would like your name read into the record with a stated position, please complete this form. Questions must be received by 6pm on the day of the meeting.

Meeting Date	5/11/2021
Meeting Name	Village Board of Trustees
First Name	Jan
Last Name	Kardasz
Organization	Field not completed.
Address1	16W657 2nd ave
Address2	Field not completed.
City	bensenville
State	il
Zip	60106
Phone Number	
Email Address	
Comment Type	Public Comment
Question / Comment	<p>My brother and I (we are now owners of the property of 16W657 2nd ave Bensenville IL</p> <p>We are strongly agist subdividing the land and building two houses because it will lower our property and land value tremendously!!!! Also it make then area very congest and ruin the appearance of block. It will be huge eyesore. It is not acceptable to approve the division of those two lots (400 RIDGEWOOD AND. and 16W688 2ND AVE.) It is better intrest for the whole community of city of bensenville to keep the property value up but not to lower down!!!!!!</p>

From: noreply@civicplus.com
Sent: Tuesday, May 4, 2021 6:47 AM
To: Corey Williamsen; Anthony G. Sumner
Subject: Online Form Submittal: Bensenville Public Comment Form

Bensenville Public Comment Form

If you wish to offer Public Comment for one of our Board Meetings or if you would like your name read into the record with a stated position, please complete this form. Questions must be received by 6pm on the day of the meeting.

Meeting Date	5/4/2021
Meeting Name	Village Board of Trustees
First Name	Steven
Last Name	Knoll
Organization	Water specialties
Address1	245 William St
Address2	Field not completed.
City	Bensenville
State	IL
Zip	60106
Phone Number	
Email Address	
Comment Type	Public Comment
Question / Comment	<p>I am just a warehouse worker, and I just wanted to thank everyone for their help with the parking issue we were having in front of our truck dock. In this time with social, economic, and health concerns and problems, I just wanted to say thank you for the time you took to help our company. Especially deputy chief Dooley.</p> <p>Thank you Steven</p>

TYPE:Warrant**SUBMITTED BY:**Tia Filishio Hurder**DEPARTMENT:**Finance**DATE:**5/20/2021**DESCRIPTION:**Warrant Report 5-25-2021 21/09 \$2,597,091.58**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:**Warrant Report 5-25-2021 21/09 \$2,597,091.58**ATTACHMENTS:****Description**Warrant Report 5-25-2021 21/09 \$2,597,091.58**Upload Date**5/20/2021**Type**Backup Material

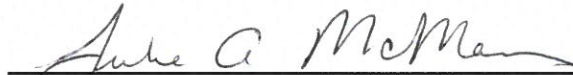
VILLAGE OF BENSENVILLE WARRANT 21/09

May 25, 2021

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



EVAN K SUMMERS
VILLAGE MANAGER



JULIE MCMANUS
DIRECTOR OF FINANCE

Approved by the Board of Trustees on May 25, 2021 hereby authorizing the Director of Finance to disburse \$ 2,597,091.58 the accounts indicated in the attached report.

NANCY QUINN
VILLAGE CLERK

FRANK DESIMONE
VILLAGE PRESIDENT



Page 1 of 33

Page 1 of 33

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
7 LAYER SOLUTIONS. INC.									
1093									
6039	MANAGED IT SERVICES, VOICE SE	SCHAUMBURG	20211324	05/31/2021	11020180-531260	FN	INFO TECHNOLOGY SERVICES	\$11,502.00	0
6039	MANAGED IT SERVICES, VOICE SE	SCHAUMBURG	20211324	05/31/2021	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$515.00	0
6039	MANAGED IT SERVICES, VOICE SE	SCHAUMBURG	20211324	05/31/2021	11020180-542100	FN	MAINTENANCE AGREEMENTS	\$418.60	0
								12,435.60	
ACS ENTERPRISES, INC.									
505									
187484	HVAC FILTER SERVICE - ALL VILL	CHICAGO	20210088	06/05/2021	11050440-542110	PW	R&M BUILDING	\$571.45	0
								571.45	
ADDISON BUILDING MATERIAL, CO.									
3628									
950014	SCREENING	ARLINGTON HE	20211288	05/20/2021	11050420-542810	PW	R & M PAVEMENT	\$52.05	0
951234	PARTS WATER TANK	ARLINGTON HE	20211362	06/10/2021	11050430-542410	PW	R&M VEHICLES	\$69.54	0
								121.59	
ADVANCE AUTO PARTS									
808									
8751104624017	OIL STABIL/LOCK DE-ICER-SQ #31	BENSENVILLE	20211247	03/17/2021	11040110-542410	PD	R&M VEHICLES	\$15.02	0
8751104838935	PARTS	BENSENVILLE	20211257	03/19/2021	11050490-542410	PW	R & M VEHICLES	\$31.64	0
8751105439365	PARTS	BENSENVILLE	20211257	03/25/2021	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$40.01	0
8751110454616	PARTS FOR SQUAD #315-INV #875	BENSENVILLE	20211246	05/14/2021	11040110-542410	PD	R&M VEHICLES	\$14.31	0
8751110933042	PARTS	BENSENVILLE	20211135	05/19/2021	11050420-542410	PW	R & M VEHICLES	\$27.59	0
8751111828123	OIL STABILIZER-SQ #315-INV #87	BENSENVILLE	20211248	05/28/2021	11040110-542410	PD	R&M VEHICLES	\$13.79	0
8751112434077	SHOP SUPPLIES	BENSENVILLE	20211258	06/03/2021	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$6.24	0
								148.60	
AFLAC									
980									
500779	AFLAC 4/30/21 #500779	COLUMBUS	20211210	05/27/2021	11000000-214130	FN	PAYROLL DEDUCT'N-AFLAC	\$1,227.06	9006478
								1,227.06	
AFSCME									
3105									
04302021	UNION DUES 4/30/21		20211228	05/30/2021	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$1,600.32	9006487
05142021	MVP NATIONAL PEOPLE CLUB 5/14		20211401	06/13/2021	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$12.60	9006506
								1,612.92	
AFTERMATH									
11608									
JC2021-7488	BIOHAZARD CLEAN-UP-RE:21-243-I	AURORA	20211204	05/16/2021	11040110-542110	PD	R&M BUILDING	\$155.00	0
								155.00	

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 5/25/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
AGT BATTERY SUPPLY, LLC									
1808									
92483A	FLASH LIGHT	WHIPPANY	20211188	05/21/2021	51050570-554510	PW	SMALL TOOLS & EQUIPMENT	\$48.97	0
								48.97	
AL WARREN OIL CO, INC.									
700									
W1387142	R-114-20 FUEL TANK RENTAL & FL	HAMMOND	20210009	06/03/2021	11020190-554110	PW	FUEL/GAS/OIL	\$17.49	0
W1387142	R-114-20 FUEL TANK RENTAL & FL	HAMMOND	20210009	06/03/2021	11040110-554110	PW	FUEL/GAS/OIL	\$2,327.78	0
W1387142	R-114-20 FUEL TANK RENTAL & FL	HAMMOND	20210009	06/03/2021	11050490-554110	PW	FUEL/GAS/OIL	\$2,606.90	0
W1387142	R-114-20 FUEL TANK RENTAL & FL	HAMMOND	20210009	06/03/2021	11060640-554110	PW	FUEL/GAS/OIL	\$104.81	0
W1387142	R-114-20 FUEL TANK RENTAL & FL	HAMMOND	20210009	06/03/2021	11070720-554110	PW	FUEL/GAS/OIL	\$47.12	0
W1387142	R-114-20 FUEL TANK RENTAL & FL	HAMMOND	20210009	06/03/2021	51050540-554110	PW	FUEL/GAS/OIL	\$2,280.78	0
W1387142	R-114-20 FUEL TANK RENTAL & FL	HAMMOND	20210009	06/03/2021	51050570-554110	PW	FUEL/GAS/OIL	\$821.56	0
								8,206.44	
ALFRED G. RONAN, LTD.									
1431									
MAY 2021	PROFESSIONAL CONSULTING SER	OAK PARK	20211330	05/31/2021	11010010-532810	AD	PROJECT MANAGEMENT SERVICE	\$7,500.00	0
								7,500.00	
AMERICAN CONSERVATION & BILLING									
1262									
12555	AQUAHAWK 6/1-7/1/2021	COLORADO SP	20211270	05/31/2021	51030250-549990	FN	OTHER CONTRACTUAL SERVICES	\$995.00	0
								995.00	
AMERICAN LEGAL PUBLISHING CORP									
1805									
8123	AMERICAN LEGAL VILLAGE CODE I	CINCINNATI	20211334	05/30/2021	11010030-525010	AD	BOOKS/PAMPHLETS/PUBLICATION	\$440.00	0
								440.00	
AMERICAN MOBILE STAGING									
11989									
11072 DEPOSIT	MUSIC IN THE PARK STAGE DEPOSIT	SCHAUMBURG	20211440	06/19/2021	11010010-577012	CR	MUSIC IN THE PARK	\$6,125.00	0
JULY4 DEPOSIT	LIBERTYFEST STAGE DEPOSIT	SCHAUMBURG	20211441	06/19/2021	11010010-577013	CR	LIBERTY FEST (4 JULY)	\$6,900.00	0
								13,025.00	
APWA									
9872									
IPSI 2021	IPSI SPRING 2021 TUITION	KANSAS CITY	20211299	06/04/2021	51050110-521510	PW	EDUC/SEMRS/MTGS/TRNG	\$725.00	0
								725.00	
AQUA PURE ENTERPRISES, INC.									
11330									
0134796-IN	INV# 0134796-IN POOL CHEMICALS	ROMEOVILLE	20211124	05/21/2021	11070760-554120	SF	CHEMICALS	\$770.11	0

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 5/25/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								770.11	
AQUALAB WATER TREATMENT, INC.									
1373									
6491	INV# 6491 WATER TREATMENT CH	PROSPECT HE	20211119	05/01/2021	11174100-554120	SF	CHEMICALS	\$165.00	0
								165.00	
ARROW ROAD CONSTRUCTION, CO.									
6938									
26792	ASPHALT	ELK GROVE VII	20211156	05/19/2021	11050420-542810	PW	R & M PAVEMENT	\$170.80	0
								170.80	
A-SPECIAL ELECTRIC SERVICE & SUP									
3568									
153382	ELECTRICAL SUPPLIES	WOOD DALE	20211151	05/20/2021	11050420-552670	PW	MATERIAL/SUPPLIES-ST LIGHTS	\$450.00	0
153382	ELECTRICAL SUPPLIES	WOOD DALE	20211151	05/20/2021	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$16.79	0
153410	ELECTRICAL SUPPLIES	WOOD DALE	20211287	05/29/2021	11050420-552670	PW	MATERIAL/SUPPLIES-ST LIGHTS	\$19.00	0
153434	ELECTRICAL SUPPLIES	WOOD DALE	20211287	06/05/2021	11050420-552670	PW	MATERIAL/SUPPLIES-ST LIGHTS	\$49.50	0
								535.29	
ASSURANCE FIRE & SAFETY, INC.									
137									
9713	ANNUAL FIRE EXTINGUISHER CER	WOOD DALE	20211418	06/05/2021	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$617.31	0
9714	ANNUAL FIRE EXTINGUISHER CER	WOOD DALE	20211418	06/05/2021	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$241.69	0
9715	ANNUAL FIRE EXTINGUISHER CER	WOOD DALE	20211418	06/05/2021	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$88.43	0
9716	ANNUAL FIRE EXTINGUISHER CER	WOOD DALE	20211418	06/05/2021	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$94.33	0
9717	ANNUAL FIRE EXTINGUISHER CER	WOOD DALE	20211418	06/05/2021	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$11.80	0
9718	ANNUAL FIRE EXTINGUISHER CER	WOOD DALE	20211418	06/05/2021	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$5.90	0
9719	ANNUAL FIRE EXTINGUISHER CER	WOOD DALE	20211418	06/05/2021	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$520.22	0
9720	ANNUAL FIRE EXTINGUISHER CER	WOOD DALE	20211418	06/05/2021	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$360.90	0
9721	ANNUAL FIRE EXTINGUISHER CER	WOOD DALE	20211418	06/05/2021	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$1,596.81	0
9722	ANNUAL FIRE EXTINGUISHER CER	WOOD DALE	20211418	06/05/2021	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$1,012.10	0
								4,549.49	
AVION CONSULTANTS, LLC									
1350									
APRIL 2021	ON-CALL AIRPORT NOISE CONSUL	MOUNT PROSF	20211327	05/30/2021	11010010-532810	AD	PROJECT MANAGEMENT SERVICE	\$412.50	0
								412.50	
B & F CONSTRUCTION CODE SERVICE									
1847									
14299	B & F CONSTRUCTION CODE SERV	ELGIN	20211172	05/21/2021	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$4,243.00	0
								4,243.00	

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 5/25/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
BATTERY SERVICE CORPORATION									
2716									
0073613	BATTERIES	BENSENVILLE	20211191	05/26/2021	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$25.52	0
0073621	BATTERIES	BENSENVILLE	20211191	05/26/2021	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$51.04	0
0073648	BATTERIES	BENSENVILLE	20211191	05/26/2021	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$25.52	0
0073939	WWTP BATTERY	BENSENVILLE	20211281	06/02/2021	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$88.52	0
0074223	1 NEW BATTERY-SQ #331-INV #074	BENSENVILLE	20211373	06/10/2021	11040110-542410	PD	R&M VEHICLES	\$117.95	0
								308.55	
BAXTER & WOODMAN									
2717									
0222163	R-6-21 ENG SERV CONT TO PERF	CAROL STREAI	20210128	05/22/2021	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$2,531.25	0
0222164	R-21-21ENGINEERING SERV 2021	CAROL STREAI	20210822	05/22/2021	51050577-536511	PW	ENG SVC - ENVIRONMENTAL	\$5,182.50	0
								7,713.75	
BENSENVILLE CHAMBER OF COMMERCE									
5412									
1333	CHAMBER WEBSITE AD	BENSENVILLE	20211341	03/11/2021	11010010-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$120.00	0
								120.00	
BENSENVILLE POSTMASTER									
2622									
MAY 2021	MAY 2021 UB POSTAGE	BENSENVILLE	20211278	06/03/2021	51030250-540110	FN	POSTAGE/DELIVERY SERVICES	\$2,174.80	9006491
VS SENIORS 2021	VS MAILING SENIORS 4/30/2021	BENSENVILLE	20211221	05/14/2021	11030110-540110	FN	POSTAGE/DELIVERY SERVICES	\$415.64	9006477
								2,590.44	
BEST QUALITY FACILITY SERVICES, L									
1619									
37050	CLEANING SERVICE-MAY 21-INV #	FRANKLIN PAR	20211250	05/31/2021	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$2,250.00	0
								2,250.00	
BOLINGER LACH & ASSOCIATES, INC.									
281									
20963-1	R-29-21 2021 MFT VILLAGE STREE	ITASCA	20211067	04/30/2021	21080810-536515	PW	ENG SVC - PROJECT MANAGEMEN	\$7,620.95	0
21022-2	R-29-21 2021 MFT VILLAGE STREE	ITASCA	20211067	05/30/2021	21080810-536515	PW	ENG SVC - PROJECT MANAGEMEN	\$14,823.08	0
								22,444.03	
BOND REFUND									
99									
10042-41238	EXCLUSIVE EXTERIORS INC - 346 E			05/07/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$90.00	0
10122-28258	BRZYS, EWA - 228 YORK			05/20/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
10141-20587	UNIQUE CONCRETE CONSTRUCTION			05/07/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
10225-20587	UNIQUE CONCRETE CONSTRUCTION			05/07/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
10333-18950	ROAD RANGER - 1188 FOSTER			05/07/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 5/25/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
10354-203456	MID-NORTHERN HOLDINGS - 229 G			05/11/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$90.00	0
10486-36314	CNC GRAPHICS LTD - 1260 ELLIS			05/20/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$135.00	0
10487-36314	CNC GRAPHICS LTD - 1055 SESAM			05/20/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
10518-35733	MEGA PROS. - 1217 HILLSIDE			05/07/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
10542-41835	MARY RODTS - 1000 COMMERCE			05/11/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$225.00	0
10544-207984	STEVENS, RON - 710 ALGONQUIN			05/11/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
10583-41366	GIANFORTE, PATRICK - 1022 DANIE			05/20/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
10627-40273	CLARION CONSTRUCTION - 1141 E			05/07/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$45.00	0
10629-40053	PM CONSTRUCTION & CONTRACTI			05/20/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
10630-27516	FISHER COMMERCIAL CONSTRUCC			05/20/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
10669-37439	NATIONS ROOF OF ILLINOIS LLC -			05/07/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$90.00	0
10670-37439	NATIONS ROOF OF ILLINOIS LLC -			05/07/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$90.00	0
10683-42330	TIGER BUILDERS - 1002 HILLSIDE			05/07/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
10729-11119	SMG SECURITY SYSTEMS - 1065 S			05/07/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
10735-24623	FOUR SEASONS HEATING & AIR CO			05/11/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
10737-32321	ABC PLUMBING - 237 WALNUT			05/20/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$35.00	0
10741-39110	SUNRUN INSTALLATION SERVICES			05/11/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
10743-42518	PERFECT AIR & HOME IMPROVEM			05/20/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
10748-22471	BLUE JAY SERVICES INC - 522 REC			05/07/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
10767-202043	CAZARES, ADRIAN - 386 RED OAK			05/11/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
10773-306890	MARTINEZ, CARMEN & CINDY - 716			05/07/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
10778-12450	ARROYO, ANGIE - 1217 HILLSIDE			05/20/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$35.00	0
10797-41211	TRON SOLAR - 846 ADDISON			05/07/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
10799-41865	DF4, LLC - 605 JEFFERSON			05/07/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$225.00	0
10800-11119	SMG SECURITY SYSTEMS - 170 SC			05/20/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
10803-38624	ABC PHCE - 237 WALNUT			05/07/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$35.00	0
10804-42631	RENOVAX - 608 COUNTRY CLUB			05/11/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$90.00	0
10807-39733	SALAZAR, SANTIAGO - 201 JACQUE			05/20/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
10812-36725	AEGIS CONSTRUCTION GROUP INC			05/20/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
10814-42639	123 EXTERIOR - 410 YORK			05/07/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
10817-40711	BUSHRA ALI - 234 MASSEL			05/20/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
10822-42647	DAB CONSTRUCTION INC - 409 BAI			05/07/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
10833-42670	HERNANDEZ, ERNAN - 108 CENTE			05/07/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
10847-16538	VANGUARD SECURITY COMPANY -			05/11/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
10851-42694	GREIF, MARTIN - 10 GATEWAY			05/20/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
10861-37451	MISTER D'S CONSTRUCTION INC -			05/20/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$225.00	0
10863-305929	WOJCIECH, KRAUSZOWSKI - 201 B			05/20/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
10870-37153	A-ABEL ROOFING - 903 PAMELA			05/20/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
10881-42728	SERVICEMASTER RESTORATION S			05/20/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$135.00	0
10899-14583	OCHOA, ANTONIO - 1056 ADDISON			05/20/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 5/25/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
5526-32354	DENARO, BRIAN - 913 PAMELA			05/11/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$120.00	0
6276-32206	BLECKE, DARLENE M - 1316 HILLSI			05/11/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
8389-16367	VALLE, ERIC - 143 ADDISON			05/11/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
8446-38313	TRIANGLE SIGN & AWNING INC - 22			05/11/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
8526-17403	J&S PLUMBING INC - 170 ADDISON			05/11/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
8554-36562	AMERICAN RESTORATION CONTR			05/11/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
8574-23704	FLORES, OTILA - 192 BARRON			05/11/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
8700-11921	PRECISION PLUMBING SERVICES I			05/11/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
9421-34280	RASMUSSEN, TOM - 258 GEORGE			05/11/2021	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$45.00	0
								5,850.00	
BRIGHT DIRECTIONS									
683									
04302021	BRIGHT DIRECTIONS 4/30/21	LINCOLN	20211208	05/30/2021	11000000-213500	FN	PAYROLL DEDUCT'N-BRIGHT STAI	\$200.00	9006485
05142021	BRIGHT DIRECTIONS COLLEGE 5/1	LINCOLN	20211392	06/13/2021	11000000-213500	FN	PAYROLL DEDUCT'N-BRIGHT STAI	\$200.00	9006508
								400.00	
BUILDERS ASPHALT, LLC									
1668									
74684	ASPHALT	HILLSIDE	20211144	05/22/2021	11050420-542810	PW	R & M PAVEMENT	\$250.12	0
								250.12	
BUILDERS PAVING, LLC									
972									
2100701	R-28-21 2021 MFT STREET IMPRO	HILLSIDE	20211421	06/10/2021	21080810-596000	PW	CAPITAL CONSTRUCTION	\$379,403.82	0
75281	ASPHALT	HILLSIDE	20211264	05/30/2021	11050420-542810	PW	R & M PAVEMENT	\$350.48	0
								379,754.30	
BULLOCK LOGAN & ASSOCIAES, INC									
1859									
21-13216HA	GT-6 BEARING KIT W/FLINGER & N	ELK GROVE VII	20211100	05/27/2021	11174100-542310	SF	R&M EQUIPMENT	\$1,103.47	0
								1,103.47	
CALL ONE									
512									
407140	SERVICE 5/15-6/14/2021	CLEVELAND	20211391	06/14/2021	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$2,018.84	0
								2,018.84	
CAPITALONE, NA									
1587									
0005131417	WEISSMAN - ICE SHOW COSTUME	NEW ORLEANS	20211427	05/19/2021	11174100-557481	AD	ICE SHOW COSTUMES-PURCHASI	\$714.25	9006497
0016498084	WEISSMAN - ICE SHOW COSTUME	NEW ORLEANS	20211427	05/20/2021	11174100-557481	AD	ICE SHOW COSTUMES-PURCHASI	\$139.96	9006497
00295693	MAVERICK LABEL - ASSET TAGS &	NEW ORLEANS	20211427	05/15/2021	11060640-554510	AD	SMALL TOOLS & EQUIPMENT	\$95.33	9006497
02469Q	ILLINOIS TOLLWAY - IPASS REPLEI	NEW ORLEANS	20211427	05/27/2021	11174100-542310	AD	R&M EQUIPMENT	\$50.00	9006497

Page 7 of 33

CARGILL, INC.
7436

CASE LOTS, INC.
7307

[illegible]

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 5/25/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
CDS OFFICE TECHNOLOGIES									
684									
INV1376679	COPIER SUPPORT 4/1-4/30/2021	SPRINGFIELD	20211256	05/30/2021	11020180-548110	FN	RENTAL & LEASE - EQUIPMENT	\$1,145.82	0
								1,145.82	
CDW GOVERNMENT, INC.									
11480									
D163256	MERAKI MR ENTERPRISE LICENSE	CHICAGO	20211347	06/12/2021	11020180-541180	FN	LICENSE FEES SOFTWARE	\$3,173.05	0
								3,173.05	
CHRIST PANOS FOODS CORPORATIO									
205									
772486A	INV# 772486A FOOD ITEMS- SUNDAY	ITASCA	20211127	05/22/2021	11070790-557810	SF	FOOD ITEMS	\$515.09	0
								515.09	
CHRISTOPHER B BURKE ENGINEERING									
2738									
165694	R-111-18 WHITE PINES DESIGN	ROSEMONT	20210753	05/29/2021	51500000-536510	PW	ENGINEERING SERVICES	\$429.63	0
								429.63	
CINTAS									
13176									
4082302256	FLOOR MATS CLEANED @ 12 S CE	MAYWOOD	20211169	05/22/2021	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$118.69	0
4082960884	PW FLOOR MAT CLEANING	MAYWOOD	20210083	05/29/2021	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$53.06	0
4082960888	FLOOR MATS CLEANED @ 12 S CE	MAYWOOD	20211303	05/29/2021	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$118.69	0
4083619563	FLOOR MATS CLEANED @ 12 S CE	MAYWOOD	20211303	06/05/2021	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$118.69	0
4084282399	PW FLOOR MAT CLEANING	MAYWOOD	20210083	06/12/2021	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$53.06	0
4084282418	FLOOR MATS CLEANED @ 12 S CE	MAYWOOD	20211408	06/12/2021	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$118.69	0
8405112060	MEDICAL CABINET SUPPLIES-INV #	MAYWOOD	20211254	05/30/2021	11040110-542110	PD	R&M BUILDING	\$103.75	0
								684.63	
CITRON HYGIENE US, CORP.									
1548									
466314	AUTO FRESH FRAGRANCE SERVICE	BILLERICA	20211272	05/26/2021	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$33.04	0
								33.04	
CIVILTECH ENGINEERING, INC.									
454									
3503-07	R-66-20 CONST ENG SERVICE CO	ITASCA	20210251	06/11/2021	51080860-596000	PW	CAPITAL CONSTRUCTION	\$63,843.15	0
49949	R-82-20 PHASE I DESIGN ENGINEER	ITASCA	20210252	06/03/2021	31080810-536513	PW	ENG SVC - DESIGN	\$4,214.19	0
								68,057.34	
CLARKE ENVIRONMENTAL MOSQUITO									
2765									
001014818	R-111-20 MOSQUITO ABATEMENT	CHICAGO	20210682	05/26/2021	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$7,400.00	0

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 5/25/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								7,400.00	
COMCAST 12216									
0001924-0521	COMCAST BUSINESS SERVICE	SOUTHEAST	20210081	05/21/2021	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$12.58	0
0002237-0521	COMCAST- 040814-0521	SOUTHEAST	20211390	06/03/2021	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$230.20	0
0003318-0521	COMCAST- 040814-0521	SOUTHEAST	20211390	05/31/2021	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$136.85	0
0058421-0521	SERVICE 5/14-6/13/2021 @ 12 S CE	SOUTHEAST	20211405	06/06/2021	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$20.96	0
0408014-0521	COMCAST-0408014-0521	SOUTHEAST	20211131	05/23/2021	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$78.40	0
0421918-0421	SERVICE 4/12-5/11/2021 @ 345 E GI	SOUTHEAST	20211378	05/05/2021	11020180-541310	PD	COMMUNICATION-PHONES (WIRE	\$364.90	9006496
0421918-0421	SERVICE 4/12-5/11/2021 @ 345 E GI	SOUTHEAST	20211378	05/05/2021	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$138.89	9006496
0546086-0521	SERVICE 4/24-5/23/2021 @ 1025 FE	SOUTHEAST	20211132	05/20/2021	11040341-574415	PD	POLICE NEIGHBORHOOD CENTEF	\$88.40	0
934545575-0521	SERVICE 5/1-5/31/2021 @ 12 S CEN	SOUTHEAST	20211301	05/31/2021	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$974.13	0
								2,045.31	
COMMONWEALTH EDISON 2668									
0255029237-0421	ENERGY SERVICE 3/30/21 - 4/30/	CAROL STREAI	20211335	05/27/2021	11050420-541370	PW	ELECTRICITY	\$73.51	0
0573075279-0421	SERVICE 3/30-4/28/2021 @ PRK LO	CAROL STREAI	20211279	05/28/2021	11050420-541370	FN	ELECTRICITY	\$302.96	0
0704031005-0421	ENERGY SERVICE 3/30/21 - 4/30/	CAROL STREAI	20211335	05/29/2021	11050420-541370	PW	ELECTRICITY	\$107.70	0
3447078072-0421	ENERGY SERVICE 3/30/21 - 4/30/	CAROL STREAI	20211335	05/30/2021	11050420-541370	PW	ELECTRICITY	\$49.90	0
4066109004-0421	ENERGY SERVICE 3/16/21 - 4/14/20	CAROL STREAI	20211173	05/14/2021	11050420-541370	PW	ELECTRICITY	\$5,393.69	0
4518004070-0421	ENERGY SERVICE 3/30/21 - 4/30/	CAROL STREAI	20211335	05/28/2021	11050420-541370	PW	ELECTRICITY	\$25.04	0
4548117053-0421	ENERGY SERVICE 3/30/21 - 4/30/	CAROL STREAI	20211335	05/28/2021	11050420-541370	PW	ELECTRICITY	\$69.32	0
4851030016-0421	ENERGY SERVICE 3/30/21 - 4/30/	CAROL STREAI	20211335	06/02/2021	11050420-541370	PW	ELECTRICITY	\$2,927.15	0
5595153071-0421	ENERGY SERVICE 3/30/21 - 4/30/	CAROL STREAI	20211335	05/28/2021	11050420-541370	PW	ELECTRICITY	\$113.45	0
6282023005-0421	ENERGY SERVICE 3/30/21 - 4/30/	CAROL STREAI	20211335	05/28/2021	11050420-541370	PW	ELECTRICITY	\$25.04	0
7058038017-0421	SERVICE 3/30-4/28/2021 @ 302 W G	CAROL STREAI	20211372	05/30/2021	11040341-577121	PD	TEEN CENTER	\$56.67	0
								9,144.43	
CONSTELLATION ENERGY SERVICES 13016									
763464--21-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/29/2021	51050550-541370	PW	ELECTRICITY/GAS	\$2,702.98	0
763464-0-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/30/2021	51050560-541370	PW	ELECTRICITY/GAS	\$70.14	0
763464-1-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/29/2021	51050560-541370	PW	ELECTRICITY/GAS	\$49.32	0
763464-10-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/29/2021	51050560-541370	PW	ELECTRICITY/GAS	\$268.81	0
763464-11-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/30/2021	51050560-541370	PW	ELECTRICITY/GAS	\$44.24	0
763464-12-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/30/2021	51050560-541370	PW	ELECTRICITY/GAS	\$37.78	0
763464-13-0421	CONSTELLATION-763464-25-0421	CAROL STREAI	20211354	05/29/2021	11174100-541370	SF	ELECTRICITY	\$18,149.68	0
763464-15-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/29/2021	51050560-541370	PW	ELECTRICITY/GAS	\$225.44	0
763464-16-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/29/2021	51050560-541370	PW	ELECTRICITY/GAS	\$85.42	0
763464-18-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/30/2021	51050560-541370	PW	ELECTRICITY/GAS	\$44.10	0

Page 10 of 33

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
763464-19-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/29/2021	51050560-541370	PW	ELECTRICITY/GAS	\$788.37	0
763464-2-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/29/2021	51050550-541370	PW	ELECTRICITY/GAS	\$3,173.72	0
763464-20-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/29/2021	51050560-541370	PW	ELECTRICITY/GAS	\$49.81	0
763464-22-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/29/2021	51050560-541370	PW	ELECTRICITY/GAS	\$160.07	0
763464-23-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/29/2021	51050570-541370	PW	ELECTRICITY/GAS	\$19,943.06	0
763464-25-0421	CONSTELLATION-763464-25-0421	CAROL STREAI	20211354	05/29/2021	11174100-541370	SF	ELECTRICITY	\$5,076.69	0
763464-26-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/29/2021	51050550-541370	PW	ELECTRICITY/GAS	\$3,857.86	0
763464-28-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/29/2021	51050560-541370	PW	ELECTRICITY/GAS	\$1,315.50	0
763464-3-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/29/2021	51050560-541370	PW	ELECTRICITY/GAS	\$84.27	0
763464-36-0421	CONSTELLATION-763464-25-0421	CAROL STREAI	20211354	05/29/2021	11070790-541370	SF	ELECTRICITY	\$192.66	0
763464-37-0421	CONSTELLATION-763464-25-0421	CAROL STREAI	20211354	05/29/2021	11070790-541370	SF	ELECTRICITY	\$143.68	0
763464-38-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/29/2021	51050560-541370	PW	ELECTRICITY/GAS	\$23.44	0
763464-39-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/29/2021	11050420-541370	PW	ELECTRICITY	\$69.25	0
763464-4-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/29/2021	51050560-541370	PW	ELECTRICITY/GAS	\$65.06	0
763464-41-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/29/2021	11050420-541370	PW	ELECTRICITY	\$45.80	0
763464-42-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/29/2021	11050420-541370	PW	ELECTRICITY	\$64.33	0
763464-43-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/29/2021	11050420-541370	PW	ELECTRICITY	\$290.34	0
763464-44-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/30/2021	11050420-541370	PW	ELECTRICITY	\$83.12	0
763464-45-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/29/2021	11050420-541370	PW	ELECTRICITY	\$335.45	0
763464-46-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/28/2021	51050560-541370	PW	ELECTRICITY/GAS	\$25.12	0
763464-5-0421	CONSTELLATION-763464-25-0421	CAROL STREAI	20211354	05/29/2021	11070720-541370	SF	ELECTRICITY	\$952.03	0
763464-7-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/28/2021	51050560-541370	PW	ELECTRICITY/GAS	\$48.87	0
763464-8-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/29/2021	51050560-541370	PW	ELECTRICITY/GAS	\$577.72	0
763464-9-0421	ENERGY SERVICE 3/30/21 - 4/28/	CAROL STREAI	20211242	05/29/2021	51050560-541370	PW	ELECTRICITY/GAS	\$86.83	0
								59,130.96	
CORE & MAIN LP									
12655									
0028222	METER	ST LOUIS	20211205	05/12/2021	51050540-552520	PW	WATER MAIN PARTS	\$570.00	0
								570.00	
CORSTANGE GREENHOUSES, LLC									
1400									
10041	FLOWERS	PORTAGE	20211328	05/25/2021	11050430-542811	PW	R&M ROW	\$3,303.46	0
								3,303.46	
COUNTY COURT REPORTERS, INC.									
2773									
129586	LEGAL 129586	WHEATON	20211336	05/30/2021	11020120-533510	AD	LEGAL SERVICES-LITIGATION	\$568.60	0
								568.60	
DAILY HERALD									
7111									

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 5/25/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
176939	ACCT #107649 - ADVERTISEMENT -	CAROL STREAI	20211157	05/18/2021	11050110-532100	PW	PROFESSIONAL SERVICES	\$71.30	0
								71.30	
DELL MARKETING L.P.									
11807									
10480241186	PRECISION 5820 TOWER - REPLAC	ROUND ROCK	20210825	05/06/2021	11020180-594000	AD	CAPITAL OUTLAY - MACHINERY &	\$1,783.78	0
								1,783.78	
DELUXE ECHOSTAR, LLC									
884									
92371484	INV# 92371485 EXHIBITOR FEES-	PASADENA	20211383	06/12/2021	11070790-540110	SF	POSTAGE/DELIVERY SERVICESS	\$40.00	0
92371485	INV# 92371485 EXHIBITOR FEES-	PASADENA	20211383	06/12/2021	11070790-540110	SF	POSTAGE/DELIVERY SERVICESS	\$40.00	0
								80.00	
DEPENDENT SPECIALISTS, INC									
1840									
2574	DEPENDENT VERFICATION FINAL #	RANCHO SANT	20211217	05/29/2021	11020150-549990	AD	OTHER CONTRACTUAL SERVICE	\$1,000.00	0
								1,000.00	
DIVERSIFIED AUDIO GROUP, INC.									
471									
2021 DEPOSIT	MUSIC IN THE PARK AUDIO AND LI	ADDISON	20211420	06/19/2021	11010010-577012	CR	MUSIC IN THE PARK	\$5,985.00	0
								5,985.00	
DOG WASTE DEPOT									
1636									
396207	INV# 396207 DOG WASTE BAGS- RI	SAN DIEGO	20211385	04/08/2021	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATOR	\$217.76	0
								217.76	
DORNER PRODUCTS, INC.									
1214									
157117-IN	SERVICE	SUSSEX	20211269	03/03/2021	51050550-549990	PW	OTHER CONTRACTUAL SERVICES	\$1,074.75	0
								1,074.75	
DUPAGE COUNTY ANIMAL CONTROL									
3917									
11014	PICK-UP/BOARD FOUND SNAKE-IN	WHEATON	20211375	06/03/2021	11040340-548410	PD	ANIMAL CONTROL SERVICES	\$105.00	0
								105.00	
DUPAGE COUNTY COLLECTOR									
3726									
0313319026-0621	1ST INSTALLMENT PIN 0313319026	CAROL STREAI	20211413	06/19/2021	31080890-568110	FN	PROPERTY TAX EXPENSE	\$31.18	0
0313319027-0621	1ST INSTALLMENT PIN 0313319027	CAROL STREAI	20211413	06/19/2021	31080890-568110	FN	PROPERTY TAX EXPENSE	\$31.18	0
0314406013-0621	1ST INSTALLMENT PIN 0314406013	CAROL STREAI	20211413	06/19/2021	31080890-568110	FN	PROPERTY TAX EXPENSE	\$2,066.46	0
0314414028-0621	1ST INSTALLMENT PIN 0314414028	CAROL STREAI	20211413	06/19/2021	31080890-568110	FN	PROPERTY TAX EXPENSE	\$31.18	0
0324110006-0621	1ST INSTALLMENT PIN 0324110006	CAROL STREAI	20211413	06/19/2021	31080890-568110	FN	PROPERTY TAX EXPENSE	\$31.18	0

Page 12 of 33

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
0324208014-0621	1ST INSTALLMENT PIN 0324208014	CAROL STREAI	20211413	06/19/2021	31080890-568110	FN	PROPERTY TAX EXPENSE	\$2,865.63	0
								5,056.81	
DUPAGE COUNTY RECORDER									
3522									
R2021-052734	R2021-052734	WHEATON	20211168	05/05/2021	11010030-541140	FN	LEGAL NOTICES	\$11.00	0
R2021-070272	R2021-070272	WHEATON	20211402	06/03/2021	11010030-541140	FN	LEGAL NOTICES	\$11.00	0
R2021-070273	R2021-070273	WHEATON	20211402	06/03/2021	11010030-541140	FN	LEGAL NOTICES	\$11.00	0
								33.00	
DUPAGE WATER COMMISSION									
5295									
MARCH 2021	CONSUMPTION 2/28/21 - 3/31/21	ELMHURST	20211083	04/30/2021	51050550-545520	PW	DUPG WTR COMM-WATER PURCH	\$203,824.67	9006476
								203,824.67	
ENGINEERING RESOURCE ASSOCIATES									
613									
13020200.55	STORM WATER REVIEW	WARRENVILLE	20210738	05/30/2021	11050110-532100	PW	PROFESSIONAL SERVICES	\$1,693.45	0
								1,693.45	
ENVIRONMENTAL RESOURCE ASSOCIATES									
8777									
968112	LAB SUPPLIES	ARVADA	20211296	05/23/2021	51050570-543510	PW	LABORATORY TESTING	\$503.84	0
								503.84	
ETS INTELLIGENCE, LLC									
809									
21051782	BACKGROUND, MVR, SS CHECK IN	SCHAUMBURG	20211209	05/31/2021	11020150-562510	AD	CLAIM PAYMTS-GENERAL LIABILIT	\$65.00	0
								65.00	
EXCEL SCREEN PRINTING AND EMBROIDERY									
1205									
253145	EARTH DAY T-SHIRTS	SCHILLER PAR		05/29/2021	11000000-479920	AD	SPONSORSHIP REV	\$500.00	170540
253145	EARTH DAY T-SHIRTS	SCHILLER PAR		05/29/2021	11010010-571010	AD	INTERGOV'T PROG/CONTRIB.	\$29.00	170540
253728	MUSIC IN THE PARK SHIRTS	SCHILLER PAR	20211423	06/10/2021	11010010-577012	CR	MUSIC IN THE PARK	\$902.00	0
								1,431.00	
FERRELLGAS									
136									
1115529733	INV# 1115529733 PROPANE REFILL	DENVER	20211184	05/20/2021	11174100-541385	SF	GAS-PROPANE	\$103.67	0
								103.67	
FIFTH THIRD BANK									
11409									
37503	CASE #37503 5/3 ID: 20210203000002	CINCINNATI	20211377	05/12/2021	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$48.18	0
								48.18	

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 5/25/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
FOREST AWARDS & ENGRAVING									
10846									
11183	NOTARY STAMP-HERRERA-INV #11	WOOD DALE	20211200	04/30/2021	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$29.00	0
11229	NOTARY STAMP - C. WILLIAMSEN	WOOD DALE	20211175	05/13/2021	11010030-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$29.00	0
11287	FOREST AWARDS & ENGRAVING	WOOD DALE	20211253	05/30/2021	11010050-551110	CD	MATERIALS/SUPPLIES-ADMIN	\$13.75	0
11302	NOTARY STAMP: NANCY QUINN - V	WOOD DALE	20211345	06/03/2021	11010030-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$29.00	0
								100.75	
FUL LIFE, LLC									
355									
55466	IPBC GRANT - LED WORK LIGHT	ROSELLE	20211206	06/02/2021	51050110-554530	PW	SAFETY EQUIPMENT	\$2,100.00	0
								2,100.00	
GALLS, LLC									
11221									
017722904	5 RIOT SHIELDS-INV #0177229004	CHICAGO	20211412	03/25/2021	11020150-554530	PD	SAFETY EQUIPMENT	\$640.00	0
018192904	DEFENDER ENTRY SHIELD-INV #01	CHICAGO	20211201	05/21/2021	11020150-554530	PD	SAFETY EQUIPMENT	\$2,100.00	0
018235949	POLICE ENTRY SHIELD-INV #01823	CHICAGO	20211438	05/27/2021	11020150-554530	PD	SAFETY EQUIPMENT	\$2,600.00	0
								5,340.00	
GASVODA & ASSOCIATES, INC.									
3251									
INV2100746	BEARINGS	CALUMET CITY	20211285	05/23/2021	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$246.60	0
								246.60	
GBJ SALES, LLC									
1488									
3710	PPE - WIPES	VERNON HILLS	20211143	05/23/2021	51050570-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$120.95	0
								120.95	
GEIB INDUSTRIES, INC.									
2833									
628949-001	SUPPLIES	BENSENVILLE	20211098	05/02/2021	51050110-551110	PW	MATERIAL/SUPPLIES	\$105.26	0
628957-001	SUPPLIES	BENSENVILLE	20211098	05/02/2021	51050110-551110	PW	MATERIAL/SUPPLIES	\$27.92	0
630880-001	#274 PART	BENSENVILLE	20211148	05/26/2021	11050420-542410	PW	R & M VEHICLES	\$28.01	0
631810-001	SUPPLIES	BENSENVILLE	20211282	06/04/2021	11050440-542110	PW	R&M BUILDING	\$14.41	0
632080-001	SUPPLIES	BENSENVILLE	20211282	06/09/2021	11050440-542110	PW	R&M BUILDING	\$139.10	0
632110-001	SUPPLIES	BENSENVILLE	20211282	06/09/2021	11050440-542110	PW	R&M BUILDING	\$17.45	0
632163-001	SUPPLIES	BENSENVILLE	20211282	06/09/2021	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$32.70	0
								364.85	
GOLD MEDAL-CHICAGO									
9695									
375854	INV# 375854 FOOD ITEMS - SUNDA	BENSENVILLE	20211123	05/20/2021	11070790-557810	SF	FOOD ITEMS	\$344.37	0

FOR CHECKS DATED: 5/25/2021

Page 14 of 33

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								344.37	
GRAINGER 2841									
9892465627	PARTS	PALATINE	20211283	06/05/2021	11050440-542110	PW	R&M BUILDING	\$16.20	0
9898578209	PARTS	PALATINE	20211360	06/11/2021	11050440-542110	PW	R&M BUILDING	\$60.14	0
								76.34	
GRANICUS 1611									
139515	NOVUS AGENDA 6/11/2021-6/10/20	PALATINE	20211332	06/10/2021	11020180-541180	AD	LICENSE FEES SOFTWARE	\$7,950.00	0
								7,950.00	
GREAT LAKES COCA-COLA DISTRIBUTION 7585									
715212662	INV# 715212662 SODA - THEATER/	CHICAGO	20211120	05/19/2021	11070790-557810	SF	FOOD ITEMS	\$610.65	0
								610.65	
GRO HORTICULTURAL ENTERPRISES 1863									
19826	20' NORWAY SPRUCE	UNION	20211219	05/30/2021	11050430-542811	PW	R&M ROW	\$4,000.00	0
								4,000.00	
HAWKINS, INC. 1016									
4928751	CHEMICALS	PEOTONE	20211265	05/30/2021	51050550-554120	PW	CHEMICALS	\$362.80	0
								362.80	
HENDERSON PRODUCTS, INC. 1038									
335525	PARTS	HUNTLEY	20211136	05/20/2021	11050420-542410	PW	R & M VEHICLES	\$39.83	0
335801	PARTS	HUNTLEY	20211136	05/23/2021	11050420-542410	PW	R & M VEHICLES	\$100.00	0
								139.83	
HERITAGE-CRYSTAL CLEAN 10574									
16766530	PARTS WASHER	CHICAGO	20211163	05/19/2021	11050490-549990	PW	OTHER CONTRACTUAL SERVICE	\$314.27	0
								314.27	
HERSHEY CREAMERY COMPANY 13115									
INVE0016462848	INVE0016462848 ICE CREAM FOR S	HARRISBURG	20211125	05/23/2021	11070790-557810	SF	FOOD ITEMS	\$790.00	0
								790.00	
HERVAS, CONDON & BERSANI, P.C. 8976									

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 5/25/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
18316	LEGAL SERVICES - BOPC	ITASCA	20211344	04/30/2021	11010070-533100	AD	LEGAL SERVICES	\$1,230.00	0
								1,230.00	
HILTI, INC.									
3372									
4617557968	SUPPLIES	PHILADELPHIA	20211286	05/26/2021	11050420-542810	PW	R & M PAVEMENT	\$136.44	0
								136.44	
HOH WATER TECHNOLOGY, INC.									
7888									
603208	PRO KOOL	PALATINE	20211294	06/06/2021	11050440-542110	PW	R&M BUILDING	\$2,227.11	0
								2,227.11	
HOME DEPOT CREDIT SERVICES									
7665									
0090926	SUPPLIES	LOUISVILLE	20211197	05/22/2021	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$139.94	0
0090926	SUPPLIES	LOUISVILLE	20211197	05/22/2021	51050570-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$26.97	0
0111028	SUPPLIES	LOUISVILLE	20211365	06/11/2021	51050570-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$35.24	0
0510652	PARTS FOR POOL STAIRS MISC TC	LOUISVILLE	20211350	06/11/2021	11174100-542310	SF	R&M EQUIPMENT	\$18.73	0
1223373	WRONG PARTS ORDERED	LOUISVILLE		04/21/2021	11174100-542310	FN	R&M EQUIPMENT	\$-5.34	0
1382213	ORDER# WG35046609 40PVC MALI	LOUISVILLE	20211121	05/21/2021	11174100-542310	SF	R&M EQUIPMENT	\$17.15	0
1624021	ORDER# WG35046609 40PVC MALI	LOUISVILLE	20211121	05/21/2021	11174100-542310	SF	R&M EQUIPMENT	\$3.48	0
3382253	TOOLS	LOUISVILLE	20211233	05/29/2021	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$46.87	0
5510685	PARTS FOR POOL STAIRS MISC TC	LOUISVILLE	20211350	05/27/2021	11070760-542310	SF	R&M EQUIPMENT	\$88.49	0
5510685	PARTS FOR POOL STAIRS MISC TC	LOUISVILLE	20211350	05/27/2021	11174100-542310	SF	R&M EQUIPMENT	\$39.73	0
6510228	PARTS FOR POOL STAIRS MISC TC	LOUISVILLE	20211350	06/05/2021	11070760-542310	SF	R&M EQUIPMENT	\$29.01	0
7623248	MISC SUPPLIES- SNOW MELT FOR	LOUISVILLE	20211122	05/15/2021	11174100-542310	SF	R&M EQUIPMENT	\$76.64	0
8121332	SUPPLIES	LOUISVILLE	20211293	06/03/2021	51050570-552550	PW	LAB SUPPLIES	\$29.96	0
8621178	ICE CLEATS	LOUISVILLE	20211389	06/13/2021	11174100-542170	SF	R&M ICE RINKS	\$117.90	0
8621178	ICE CLEATS	LOUISVILLE	20211389	06/13/2021	11174100-542310	SF	R&M EQUIPMENT	\$49.10	0
9511144	PARTS FOR POOL STAIRS MISC TC	LOUISVILLE	20211350	06/02/2021	11070760-542310	SF	R&M EQUIPMENT	\$52.15	0
9511144	PARTS FOR POOL STAIRS MISC TC	LOUISVILLE	20211350	06/02/2021	11174100-542310	SF	R&M EQUIPMENT	\$201.96	0
9520633	SUPPLIES	LOUISVILLE	20211304	06/02/2021	11050440-542110	PW	R&M BUILDING	\$85.53	0
WG35046355	ORDER# WG35046609 40PVC MALI	LOUISVILLE	20211121	05/21/2021	11174100-542310	SF	R&M EQUIPMENT	\$21.43	0
WG35046609	ORDER# WG35046609 40PVC MALI	LOUISVILLE	20211121	05/21/2021	11174100-542310	SF	R&M EQUIPMENT	\$1.04	0
WM37968385	ICE CLEATS	LOUISVILLE	20211389	05/28/2021	11020150-554530	SF	SAFETY EQUIPMENT	\$135.34	0
								1,211.32	
HR GREEN, INC.									
876									
139931	R-9-17 ELGIN O'HARE PLAN REVIE	CEDAR RAPIDS	20210535	01/07/2021	31080810-536513	PW	ENG SVC - DESIGN	\$2,026.39	0
140731	R-9-17 ELGIN O'HARE PLAN REVIE	CEDAR RAPIDS	20210535	02/14/2021	31080810-536513	PW	ENG SVC - DESIGN	\$1,395.96	0
141982	R-9-17 ELGIN O'HARE PLAN REVIE	CEDAR RAPIDS	20210535	04/11/2021	31080810-536513	PW	ENG SVC - DESIGN	\$3,602.56	0

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 5/25/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
142591	R-9-17 ELGIN O'HARE PLAN REVIE	CEDAR RAPIDS	20210535	05/12/2021	31080810-536513	PW	ENG SVC - DESIGN	\$4,052.78	0
								11,077.69	
IAFSM									
12343									
2021	CFM RENEWAL	ST CHARLES	20211368	05/31/2021	11050110-521110	PW	MEMBERSHIP DUES	\$50.00	0
								50.00	
ICMA									
140									
2021	2021-2022 MEMBERSHIP DUES - ME	BALTIMORE	20211321	06/12/2021	11020110-521110	AD	MEMBERSHIP DUES	\$1,400.00	0
								1,400.00	
ICMA_RC RETIREMENT									
3096									
04302021	ROTH 4/30/2021		20211225	05/30/2021	11000000-213300	FN	PAYROLL DEDUCT'N-ROTH IRA	\$1,674.11	9006490
04302021A	ICMA WH 4/30/21		20211224	05/30/2021	11000000-213100	FN	PAYROLL DEDUCT'N-DEF COMP	\$13,594.49	9006489
05142021	ROTH 5/14/21		20211400	06/13/2021	11000000-213300	FN	PAYROLL DEDUCT'N-ROTH IRA	\$1,674.11	9006500
05142021A	ICMA WH 5/14/21		20211432	06/13/2021	11000000-213100	FN	PAYROLL DEDUCT'N-DEF COMP	\$13,624.50	9006499
								30,567.21	
IL. MUNICIPAL RETIREMENT FUND									
2882									
APRIL 2021	IMRF 04/2021	OAK BROOK	20211445	06/09/2021	11000000-212110	FN	PAYROLL DEDUCT'N-IMRF	\$96,678.98	9006511
								96,678.98	
ILCMA									
3811									
2021-2022	MEMBERSHIP DUES 2021-2022	DEKALB	20211446	06/19/2021	11020110-521110	AD	MEMBERSHIP DUES	\$448.75	0
								448.75	
ILLINOIS COMMUNICATIONS SALES IN									
1536									
101015301-1	#261 PARTS	CHICAGO	20211358	06/06/2021	11050430-542410	PW	R&M VEHICLES	\$106.75	0
								106.75	
ILLINOIS DEPARTMENT OF REVENUE									
3098									
04302021	IL STATE PR TAX WH 4/30/21	SPRINGFIELD	20211226	05/30/2021	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$16,794.50	9006481
05142021	IL STATE PR TAX WH 5/14/21	SPRINGFIELD	20211433	06/13/2021	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$15,939.26	9006503
APRIL 2021	SALES TAX PAYABLE APRIL 2021 I	SPRINGFIELD	20211403	06/12/2021	11100000-237000	FN	SALES TAX	\$9.00	9006492
								32,742.76	
ILLINOIS DEPARTMENT OF TRANSPOR									
7540									
60520	2021 TRAFFIC SIGNAL MAINTENAN	SCHAUMBURG	20211342	06/02/2021	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	\$1,366.50	0

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 5/25/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								1,366.50	
ILLINOIS OFFICE OF THE STATE FIRE									
4245									
9637255	EDGE I 545 JOHN STREET	SPRINGFIELD	20211152	12/18/2020	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$140.00	0
								140.00	
ILLINOIS PHLEBOTOMY SERVICES, LL									
1753									
1326	BLOOD TEST SERVICES-RE:21-275	OSWEGO	20211180	05/26/2021	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$425.00	0
								425.00	
ILLINOIS PUBLIC RISK FUND									
1195									
69816	7/2021 WORKERS COMP & ADMIN C	TINLEY PARK	20211422	06/13/2021	11020150-562550	AD	CLAIM PAYMENTS-WORKERS COI	\$31,306.00	0
								31,306.00	
INDUSTRIAL & WHOLESALE LUMBER,									
1820									
264262	LUMBER	SCHILLER PAR	20211146	05/22/2021	11050420-542810	PW	R & M PAVEMENT	\$189.09	0
264370	LUMBER	SCHILLER PAR	20211146	05/23/2021	51050540-542811	PW	R&M RIGHT OF WAY	\$49.10	0
								238.19	
INTERSTATE BILLING SERVICE, INC.									
909									
3023149448	#254 PUMP KIT + CORE	DECATUR	20211260	05/19/2021	11050420-542410	PW	R & M VEHICLES	\$2,470.00	0
3023149448A	#254 PART	DECATUR	20211261	05/19/2021	11050420-542410	PW	R & M VEHICLES	\$598.00	0
3023156575	MED PRESS PUMP RET REMAN CC	DECATUR		04/20/2021	11050420-542410	FN	R & M VEHICLES	\$-598.50	0
3023172253	MED PRESS PUMP RET REMAN CC	DECATUR		05/20/2021	11050420-542410	FN	R & M VEHICLES	\$-119.70	0
								2,349.80	
JACK'S RENTAL, INC.									
1076									
84384	10' LADDER	BERWYN	20211138	05/23/2021	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$598.00	0
								598.00	
JC LICHT, LLC									
1289									
03064534	PAINTING SUPPLIES	CHICAGO	20211141	05/19/2021	11050440-542110	PW	R&M BUILDING	\$10.31	0
03064582	PAINTING SUPPLIES	CHICAGO	20211141	05/20/2021	11050440-542110	PW	R&M BUILDING	\$5.51	0
								15.82	
JOHN NERI CONSTRUCTION CO., INC.									
742									
ESTIMATE 5	R-65-20 WHITE PINES WATERMAIN	ADDISON	20210254	06/06/2021	51080860-596000	PW	CAPITAL CONSTRUCTION	\$427,526.55	0
								427,526.55	

Page 18 of 33

FOR CHECKS DATED: 5/25/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
JORSON & CARLSON CO, INC.									
7925									
0641445	INV 0641445 ICE SCRAPER KNIVES	ELK GROVE VII	20211351	05/28/2021	11174100-542610	SF	R&M OLYMPIA	\$103.94	0
								103.94	
JW TURF									
10742									
E01495	INV# E01495 2020 JOHN DEERE 12	ELGIN	20211437	04/07/2021	11070720-542310	SF	R & M EQUIPMENT	\$14,993.75	0
								14,993.75	
KLEIN, THORPE & JENKINS LTD.									
3777									
216872	SERVICES RENDERED THRU 2/28/2	CHICAGO	20211338	04/30/2021	11020120-533110	AD	LEGAL SERVICES-GENERAL	\$94.40	0
217423	SERVICES RENDERED THRU 3/31/2	CHICAGO	20211338	05/30/2021	11020120-533110	AD	LEGAL SERVICES-GENERAL	\$85.87	0
217424	SERVICES RENDERED THRU 3/31/2	CHICAGO	20211338	05/30/2021	11020120-533110	AD	LEGAL SERVICES-GENERAL	\$67.50	0
								247.77	
L A R LAWN & GROUNDS CORP									
1654									
20	L.A.R. LAWN & GROUNDS CORP.	BENSENVILLE	20211379	06/04/2021	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$350.00	0
21	L.A.R. LAWN & GROUNDS CORP.	BENSENVILLE	20211409	06/16/2021	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$1,050.00	0
414	APRIL SERVICE - SENIOR/DISABLE	BENSENVILLE	20211216	06/01/2021	11010010-571011	PW	CITIZEN EDUCATION PROGRAM	\$1,375.00	0
								2,775.00	
LANER MUCHIN, LTD									
11469									
601284	LEGAL SERVICES THROUGH 3/20/2	CHICAGO	20211439	05/31/2021	11020120-533110	AD	LEGAL SERVICES-GENERAL	\$940.00	0
603284	LEGAL SERVICES THROUGH 4/20/2	CHICAGO	20211439	05/31/2021	11020120-533110	AD	LEGAL SERVICES-GENERAL	\$1,847.62	0
								2,787.62	
LINDAHL BROTHERS, INC.									
338									
37346	R-112-20 SAND STONE DELIVERY &	BENSENVILLE	20210008	05/21/2021	51050540-579990	PW	DISPOSAL CHARGES	\$3,039.90	0
								3,039.90	
LISA ECKERT DESIGN									
787									
VOB2021-15	2021 GATEWAY NEWSLETTER	ARLINGTON HE	20211353	06/12/2021	11020170-572171	AD	NEWSLETTER	\$6,031.00	0
								6,031.00	
MARQUARDT & BELMONTE P.C.									
127									
11336	VILLAGE PROSECUTIONS AND ADI	WHEATON	20211320	05/30/2021	11020120-533210	AD	LEGAL SERVICES-PROSECUTION	\$5,595.50	0
								5,595.50	

FOR CHECKS DATED: 5/25/2021

Page 19 of 33

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
MCDONALD'S CORP.									
9225									
05012021	1 PRISONER MEAL-APR21-INV #042	BENSENVILLE	20211411	05/31/2021	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$6.79	0
								6.79	
MCMASTER-CARR									
2917									
57125539	ROPE	CHICAGO	20211192	05/22/2021	51050570-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$12.00	0
57317327	TOOLS	CHICAGO	20210683	05/27/2021	11020190-554510	AD	SMALL TOOLS & EQUIPMENT	\$109.25	0
58182435	SUPPLIES	CHICAGO	20211361	06/10/2021	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$193.98	0
								315.23	
MEADE, INC.									
12050									
695978	TRAFFIC SIGNAL MAINTENANCE 20	MCCOOK	20210279	05/30/2021	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	\$811.20	0
696352	REPAIR EVP AT YORK RD & GREEN	MCCOOK	20211300	06/02/2021	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	\$489.86	0
696457	REPAIR IL19 & YORK RD PRE EMP	MCCOOK	20211367	06/11/2021	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	\$1,485.74	0
								2,786.80	
MEDINA, MARCO (E)									
1866									
1024258214	REISSUE STALE PAYROLL CHECK	BENSENVILLE	20211277	06/11/2021	11174100-511120	FN	SALARIES-REGULAR PART-TIME	\$183.38	0
								183.38	
MEL'S CAR CARE CENTER									
10199									
78123	#227 PART	MELROSE PAR	20211162	05/06/2021	51050540-542410	PW	R&M VEHICLES	\$177.00	0
								177.00	
MENARDS									
11265									
84897	WASHER FOR PUBLIC WORKS	MELROSE PAR	20211202	05/21/2021	11050440-542110	PW	R&M BUILDING	\$734.00	0
								734.00	
METRA									
3439									
PRJINV-000005863	R-86-18 CROSSING IMPROVEMENT	CHICAGO	20210269	05/28/2021	31080820-593000	PW	CAPITAL OUTLAY-IMPROVEMENT	\$100,043.92	0
								100,043.92	
METRO TANK AND PUMP COMPANY									
1366									
17251	YORK/ROOSEVELT UST MO INSPE	WHEELING	20210093	06/09/2021	51050560-549990	PW	OTHER CONTRACTUAL SERVICES	\$350.00	0
								350.00	
METROPOLITAN ALLIANCE POLICE									
8009									

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 5/25/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
04302021	POC UNION DUES 4/30/21	BOLINGBROOK	20211235	05/30/2021	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$1,140.00	9006482
								1,140.00	
METROPOLITAN EMERGENCY RESPO									
1689									
2021/22	2021/2022 MEMBERSHIP DUES-MEI	WHEATON	20211429	06/02/2021	11040360-571010	PD	INTERGOV'T PROG/CONTRIB.	\$4,000.00	0
								4,000.00	
MIAND INC									
296									
JULY4 DEPOSIT	LIBERTYFEST FIREWORKS DEPOS	LA PORTE	20211419	06/19/2021	11010010-577013	CR	LIBERTY FEST (4 JULY)	\$17,120.00	0
								17,120.00	
MIDWEST GROUNDCOVERS LLC									
1405									
I659185	TOWN CENTER FLOWERS	ST CHARLES	20211187	05/23/2021	11050430-542811	PW	R&M ROW	\$598.50	0
								598.50	
MIDWEST TRADING INC									
1370									
I485704	ALL PURPOSE POTTING SOIL	MAPLE PARK	20211142	05/22/2021	11050430-542811	PW	R&M ROW	\$252.00	0
								252.00	
MILLER COOPER & CO LTD									
1163									
MAY 2021	MAY 2021 INSURANCE PREMIUMS	DEERFIELD	20211211	06/02/2021	11000000-214110	FN	PAYROLL DEDUCT'N-HEALTH INS	\$150,642.45	9006479
MAY 2021	MAY 2021 INSURANCE PREMIUMS	DEERFIELD	20211211	06/02/2021	11000000-214120	FN	PAYROLL DEDUCT'N-LIFE INS	\$1,143.08	9006479
MAY 2021	MAY 2021 INSURANCE PREMIUMS	DEERFIELD	20211211	06/02/2021	11000000-214160	FN	PAYROLL DEDUCT'N-DENTAL INS	\$9,430.04	9006479
								161,215.57	
MILLER INDUSTRIAL, LLC									
6509									
SI-313236	SUPPLIES	ELK GROVE VII	20211154	05/15/2021	11050110-542410	PW	R&M VEHICLES	\$58.96	0
SI-313861	SUPPLIES	ELK GROVE VII	20211154	05/20/2021	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$12.99	0
SI-314144	SUPPLIES	ELK GROVE VII	20211154	05/21/2021	11050420-542410	PW	R & M VEHICLES	\$22.07	0
SI-314144	SUPPLIES	ELK GROVE VII	20211154	05/21/2021	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$6.49	0
SI-314175	SUPPLIES	ELK GROVE VII	20211154	05/21/2021	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$20.36	0
SI-314826	SUPPLIES	ELK GROVE VII	20211154	05/26/2021	51050110-551110	PW	MATERIAL/SUPPLIES	\$16.99	0
SI-314826	SUPPLIES	ELK GROVE VII	20211154	05/26/2021	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$13.39	0
SI-315398	BLEACH	ELK GROVE VII	20211196	05/28/2021	51050110-551110	PW	MATERIAL/SUPPLIES	\$12.17	0
SI-316049	SUPPLIES	ELK GROVE VII	20211291	06/02/2021	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$57.97	0
SI-317752	SUPPLIES	ELK GROVE VII	20211364	06/11/2021	11050420-542810	PW	R & M PAVEMENT	\$43.96	0
SI-317752	SUPPLIES	ELK GROVE VII	20211364	06/11/2021	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$13.99	0
SI-317752	SUPPLIES	ELK GROVE VII	20211364	06/11/2021	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$17.99	0

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 5/25/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								297.33	
MILTON MERCADO JR.									
1695									
JULY4 DEPOSIT	LIBERTYFEST DJ DEPOSIT	BENSENVILLE	20211430	06/19/2021	11010010-577013	CR	LIBERTY FEST (4 JULY)	\$250.00	0
								250.00	
MISCELLANEOUS FOR UT									
426									
212355004-30173	UB 212355004 207 GRAND AVE			04/28/2021	51000000-121050	FN	REC - H2O OPERATIONS	\$100.00	0
217515001-38741	UB 217515001 22 ADDISON ST			05/03/2021	51000000-121050	FN	REC - H2O OPERATIONS	\$88.50	0
251955001-30634	UB REFUND REQUEST FOR 241 S C			05/27/2021	51000000-121050	FN	REC - H2O OPERATIONS	\$50.00	0
								238.50	
MONROE TRUCK EQUIPMENT									
3673									
332947	PLOW PARTS #253	JOLIET	20211230	04/25/2021	11050420-542410	PW	R & M VEHICLES	\$2,508.54	0
332948	PLOW PARTS #254	JOLIET	20211229	04/25/2021	11050420-542410	PW	R & M VEHICLES	\$2,508.54	0
								5,017.08	
MONTANA & WELCH, LLC									
1410									
13492	PROFESSIONBAL SERVICES - GEN	PALOS HEIGHT	20211329	06/09/2021	11020120-533110	AD	LEGAL SERVICES-ZONING	\$1,881.25	0
13492	PROFESSIONBAL SERVICES - GEN	PALOS HEIGHT	20211329	06/09/2021	11020120-533110	AD	LEGAL SERVICES-GEN'L MATTER	\$8,925.00	0
13493	PROFESSIONBAL SERVICES - LITIC	PALOS HEIGHT	20211329	06/09/2021	11020120-533510	AD	LEGAL SERVICES-LITIGATION	\$2,448.13	0
13494	PROFESSIONBAL SERVICES - PRO	PALOS HEIGHT	20211329	06/09/2021	11020120-533510	AD	LEGAL SERVICES-LITIGATION	\$437.50	0
								13,691.88	
MUNICIPAL GIS PARTNERS, INC.									
1080									
5481	R-116-20 GIS CONSORTIUM SERVI	DES PLAINES	20210014	05/30/2021	11050110-532100	PW	PROFESSIONAL SERVICES	\$3,473.00	0
5481	R-116-20 GIS CONSORTIUM SERVI	DES PLAINES	20210014	05/30/2021	51050110-532100	PW	PROFESSIONAL SERVICES	\$3,473.00	0
								6,946.00	
MUNICIPAL SYSTEMS, LLC									
1841									
MS 2021-04-05	MOVE/ABC - APRIL 2021	ROSEMONT	20211370	05/30/2021	11040110-542100	PD	MAINTENANCE AGREEMENTS	\$137.50	0
MS 2021-04-06	PARK/ORD PR0GRAM FEE-APR21-I	ROSEMONT	20211431	05/30/2021	11040110-542100	PD	MAINTENANCE AGREEMENTS	\$3,475.00	0
MS 2021-04-100	POSTAGE-LATE NOTICES-MAR21-II	ROSEMONT	20211371	05/30/2021	11040110-540110	PD	POSTAGE/DELIVERY SERVICES	\$30.09	0
								3,642.59	
MURRAY H WEINER									
12325									
2021 DEPOSIT	MUSIC IN THE PARK BOOKING FEE	ELK GROVE	20211442	06/19/2021	11010010-577012	CR	MUSIC IN THE PARK	\$1,050.00	0
								1,050.00	

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 5/25/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
NAFISCO, INC.									
9986									
00012211	R-11-21 SIGN PURCHASE APPROVI	ROMEIOVILLE	20210206	06/02/2021	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$666.70	0
								666.70	
NALCO WATER PRETREATMENT SOLI									
942									
2531968	LAB SUPPLIES	GLENWOOD	20211263	06/09/2021	51050570-552550	PW	LAB SUPPLIES	\$149.47	0
2533493	LAB SUPPLIES	GLENWOOD	20211263	05/31/2021	51050570-552550	PW	LAB SUPPLIES	\$43.92	0
								193.39	
NAPA AUTO PARTS									
11510									
6734-017895	NAPA AUTO PARTS	CHICAGO	20211117	05/01/2021	11060640-542410	CD	R&M VEHICLES	\$352.75	0
6734-017960	NAPA AUTO PARTS	CHICAGO	20211117	05/01/2021	11060640-542410	CD	R&M VEHICLES	\$117.46	0
6734-019166	REPAIRS TO SQUAD #315-INV #673	CHICAGO	20211203	05/14/2021	11040110-542410	PD	R&M VEHICLES	\$261.54	0
6734-019494	OIL DRY	CHICAGO	20211165	05/16/2021	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$17.98	0
								749.73	
NATIONAL FILTER MEDIA									
907									
ME102442	QUOTE 033RDC -KAMLINE PRESS I	WINTHROP	20210242	05/09/2021	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$1,580.19	0
								1,580.19	
NCH CORPORATION									
496									
23660762	SUPPLIES	DALLAS	20211185	05/07/2021	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$176.65	0
23664686	SHOP SUPPLIES	DALLAS	20211134	05/16/2021	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$112.79	0
								289.44	
NELSON, JESSE (E)									
1856									
4771266	FOOD HANDLERS ESSENTIALS CO	BENSENVILLE	20211128	05/25/2021	11070790-521510	SF	TRAINING PROGRAMS/SESSIONS	\$10.00	0
4771405	IL FOOD ALLERGENS COURSE	BENSENVILLE	20211128	05/25/2021	11070790-521510	SF	TRAINING PROGRAMS/SESSIONS	\$10.00	0
								20.00	
NET ASSETS CORPORATION									
1831									
3-202104	RENTAL REGISTRATION FEES	EUGENE	20211275	06/02/2021	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$693.00	0
								693.00	
NEUCO, INC.									
1069									
5035900	MOTOR - PD	BOLINGBROOK	20211137	05/22/2021	11050440-542110	PW	R&M BUILDING	\$357.00	0
5045180	INV# 5045180 SERVICE VALVE - R	BOLINGBROOK	20211384	05/28/2021	11174100-542110	SF	R & M HVAC	\$465.62	0

Page 23 of 33

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								822.62	
NICOR									
2673									
03052875360-0421	SERVICE 4/10-5/11/2021 @ 12 S CE	CAROL STREAI	20211398	06/11/2021	11050440-549990	FN	OTHER CONTRACTUAL SERVICE	\$404.85	0
05733400005-0321	NICOR-05733400005-0321	CAROL STREAI	20211130	05/09/2021	11070790-541370	SF	ELECTRICITY	\$134.09	0
10557800009-0421	GAS SERVICE 3/30/21 - 4/29/21	CAROL STREAI	20211280	05/28/2021	51050560-541370	PW	ELECTRICITY/GAS	\$263.88	0
18171928346-0421	SERVICE 4/9-5/10/2021 @ 302 W GF	CAROL STREAI	20211399	06/09/2021	11040341-577121	PD	TEEN CENTER	\$87.53	0
20557800008-0421	GAS SERVICE 3/30/21 - 4/29/21	CAROL STREAI	20211280	05/27/2021	51050550-541370	PW	ELECTRICITY/GAS	\$143.76	0
54863400005-0321	NICOR-05733400005-0321	CAROL STREAI	20211130	05/09/2021	11070790-541370	SF	ELECTRICITY	\$170.04	0
57455579557-0421	SERVICE 4/9-5/10/2021 @ 302 W GF	CAROL STREAI	20211399	06/09/2021	11040341-577121	PD	TEEN CENTER	\$72.49	0
61437400007-0421	GAS SERVICE 3/30/21 - 4/29/21	CAROL STREAI	20211280	05/29/2021	51050570-541370	PW	ELECTRICITY/GAS	\$1,732.33	0
68647800009-0421	GAS SERVICE 3/30/21 - 4/29/21	CAROL STREAI	20211280	05/27/2021	51050550-541370	PW	ELECTRICITY/GAS	\$121.58	0
71947800000-0421	GAS SERVICE 3/30/21 - 4/29/21	CAROL STREAI	20211280	05/27/2021	51050550-541370	PW	ELECTRICITY/GAS	\$168.67	0
88294635490-0421	SERVICE 4/9-5/10/2021	CAROL STREAI	20211410	06/09/2021	11040110-554110	PD	FUEL/GAS/OIL	\$1,106.27	0
								4,405.49	
NORTH EAST MULTI-REGIONAL TRAIN									
2941									
284480	TRAINING-VALOIS-INV #284480	NORTH AUROR	20211374	06/05/2021	11040340-521510	PD	TRAINING PROGRAMS/SESSIONS	\$75.00	0
								75.00	
OLD SECOND BANK									
1338									
04302021	FED WH, SS WH, MED WH 4/30/21	AURORA	20211444	05/30/2021	11000000-212010	FN	PAYROLL DEDUCT'N-FED INC TX	\$42,799.77	9006510
04302021	FED WH, SS WH, MED WH 4/30/21	AURORA	20211444	05/30/2021	11000000-212020	FN	PAYROLL DEDUCT'N-SOC SEC	\$28,913.33	9006510
04302021	FED WH, SS WH, MED WH 4/30/21	AURORA	20211444	05/30/2021	11000000-212030	FN	PAYROLL DEDUCT'N-MEDICARE	\$10,861.27	9006510
05142021	FED WH, SS WH, MED WH 5/14/21	AURORA	20211425	06/13/2021	11000000-212010	FN	PAYROLL DEDUCT'N-FED INC TX	\$39,817.07	9006502
05142021	FED WH, SS WH, MED WH 5/14/21	AURORA	20211425	06/13/2021	11000000-212020	FN	PAYROLL DEDUCT'N-SOC SEC	\$27,580.03	9006502
05142021	FED WH, SS WH, MED WH 5/14/21	AURORA	20211425	06/13/2021	11000000-212030	FN	PAYROLL DEDUCT'N-MEDICARE	\$10,354.12	9006502
								160,325.59	
O'REILLY AUTO PARTS									
1858									
6076-100127	SHOP SUPPLIES	SPRINGFIELD	20211147	05/20/2021	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$23.88	0
6076-100175	SHOP SUPPLIES	SPRINGFIELD	20211147	05/21/2021	11050430-542410	PW	R&M VEHICLES	\$20.39	0
6076-100176	SHOP SUPPLIES	SPRINGFIELD	20211147	05/21/2021	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$27.48	0
								71.75	
OTIS ELEVATOR COMPANY									
11450									
CY24491001	ELEVATOR INSPECTION	CHICAGO	20211382	06/02/2021	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$415.00	0
								415.00	

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 5/25/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
OVERHEAD DOOR OF LAKE & MCHEN 1337									
356297	PW OVERHEAD DOOR SERVICE	ROUND LAKE F	20211213	05/15/2021	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$3,404.45	0
								3,404.45	
PACE SUBURBAN BUS DIVISION OF T 1667									
590576	FEB 2021 LOCAL SHARE PACE BUS	ARLINGTON HT	20211274	05/30/2021	11050118-549990	PW	OTHER CONTRACTUAL SERVICE	\$427.89	0
								427.89	
PAGCO, INCORPORATED 1744									
936708	GEAR OIL	PAGOSA SPRING	20211145	05/15/2021	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$1,232.22	0
								1,232.22	
PANORAMIC LANDSCAPING 1572									
01	APRIL SERVICE - SENIOR/DISABLE	MELROSE PARK	20211273	06/02/2021	11010010-571011	PW	CITIZEN EDUCATION PROGRAM	\$775.00	0
								775.00	
PASSPORT LABS, INC 1149									
INV-1021624	APRIL 2021 MOBILE PAY PARKING	DETROIT	20211268	05/30/2021	11030110-540330	FN	BANK/CREDIT CARD FEES	\$5.55	0
								5.55	
PAYLOCITY 12843									
108175707	PAYROLL FEES 4/30/21	ARLINGTON HEIGHTS	20211241	05/30/2021	11030110-532310	FN	PAYROLL SERVICES	\$824.70	9006483
108248181	PAYROLL FEES 5/14/21	ARLINGTON HEIGHTS	20211406	06/13/2021	11030110-532310	FN	PAYROLL SERVICES	\$1,022.27	9006505
								1,846.97	
PEREZ, MARIA (E) 1857									
4746326	IL FOOD ALLERGENS & FOOD HANDLING	WOOD DALE	20211129	05/13/2021	11070790-521510	SF	TRAINING PROGRAMS/SESSIONS	\$20.00	0
								20.00	
PETTY CASH - PW 2626									
04292021	PW-PETTY CASH REIMBURSEMENT	BENSENVILLE	20211190	05/29/2021	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$7.85	0
05112021	PW - PETTY CASH REIMBURSEMENT	BENSENVILLE	20211359	06/10/2021	11050110-532100	PW	PROFESSIONAL SERVICES	\$49.11	0
								56.96	
PORTER PIPE & SUPPLY CO 1201									
12220268-00	SUPPLIES	CAROL STREAM	20211356	06/09/2021	11050440-542110	PW	R&M BUILDING	\$306.78	0
12220582-00	SUPPLIES	CAROL STREAM	20211356	06/09/2021	11050440-542110	PW	R&M BUILDING	\$768.43	0

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 5/25/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								1,075.21	
QUADIENT FINANCE USA, INC.									
1783									
42207250-0521	POSTAGE CLOSING 5/13/2021	CAROL STREAI	20211396	06/12/2021	11030110-540110	FN	POSTAGE/DELIVERY SERVICES	\$337.00	9006493
N18102961 0321-0	LEASE N18102961 - 3/15-6/14/20	CAROL STREAI	20211395	06/12/2021	11030110-548110	FN	RENTAL & LEASE-EQUIPMENT	\$967.86	9006493
N18103045 0621-0	LEASE N18102961 - 6/15-9/14/20	CAROL STREAI	20211397	06/14/2021	11030110-548110	FN	RENTAL & LEASE-EQUIPMENT	\$475.68	9006494
								1,780.54	
QUANTUM LABS INC									
895									
INV-515076	PPE - BLUE HIGH RISK GLOVE	MINNEAPOLIS	20211259	06/03/2021	51050570-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$244.21	0
								244.21	
RAY O'HERRON CO, INC.									
11033									
2107281-IN	UNIFORMS-CONTRERAS-INV #2107	DANVILLE	20211182	05/21/2021	11040340-554810	PD	UNIFORMS - PURCHASE	\$450.26	0
2108166-IN	UNIFORMS-CONTRERAS-INV #2108	DANVILLE	20211181	05/23/2021	11040340-554810	PD	UNIFORMS - PURCHASE	\$401.92	0
								852.18	
RED WING BUSINESS ADVANTAGE AC									
936									
20210506014482	IPBC SAFETY GRANT - SAFETY BO	DALLAS	20211262	06/05/2021	11020150-554530	PW	SAFETY EQUIPMENT	\$127.49	0
20210513014482	IPBC SAFETY GRANT - SAFETY BO	DALLAS	20211355	06/12/2021	51050110-554530	PW	SAFETY EQUIPMENT	\$268.51	0
53275	IPRF SAFETY GRANT - SAFETY BO	DALLAS	20211118	05/23/2021	11020150-554530	PW	SAFETY EQUIP-GRANT EXPEND	\$203.99	0
								599.99	
REGIONAL TRUCK EQUIPMENT									
2972									
227698	#259 TANK	ADDISON	20211149	05/09/2021	11050420-542410	PW	R & M VEHICLES	\$651.29	0
								651.29	
REPUBLIC SERVICES									
8087									
0551-015152118	REFUSE SERVICE 4/1-4/30/2021	LOUISVILLE	20211343	05/30/2021	57020580-579990	FN	DISPOSAL CHARGES	\$85,206.60	0
								85,206.60	
RES PUBLICA GROUP									
1322									
3860	MONTHLY RETAINER - APRIL 2021	CHICAGO	20211326	05/30/2021	11020170-576010	AD	ECONOMIC DEVELOPMENT INITIA	\$4,000.00	0
								4,000.00	
RITEWAY PEST CONTROL, INC.									
1416									
311407	PEST CONTROL SERVICE PW & V-	ELMHURST	20210094	05/01/2021	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$175.00	0
311409	PEST CONTROL SERVICE PW & V-	ELMHURST	20210094	05/01/2021	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$175.00	0

Page 26 of 33

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
312831	PEST MANAGEMENT-MAY21-INV #6908	ELMHURST	20211369	05/31/2021	11040110-542110	PD	R&M BUILDING	\$125.00	0
								475.00	
RKD CONSTRUCTION SUPPLIES									
6908									
1/554900	REBAR	NORTHLAKE	20211155	05/16/2021	11050420-542810	PW	R & M PAVEMENT	\$83.50	0
1/556530	SUPPLIES	NORTHLAKE	20211292	05/26/2021	11050420-542810	PW	R & M PAVEMENT	\$66.50	0
								150.00	
RMC MECHANICAL SERVICES									
1811									
SI2117816	EDGE II MAINTENANCE CONTRACT	WOOD DALE	20211171	05/09/2021	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$1,400.00	0
								1,400.00	
ROCK VALLEY PUBLISHING, LLC									
6022									
393924	ROCK VALLEY PUBLISHING, LLC	MACHESNEY P	20211116	05/15/2021	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$76.50	0
393925	ROCK VALLEY PUBLISHING, LLC	MACHESNEY P	20211116	05/15/2021	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$72.00	0
393926	ROCK VALLEY PUBLISHING, LLC	MACHESNEY P	20211116	05/15/2021	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$56.25	0
393927	ROCK VALLEY PUBLISHING, LLC	MACHESNEY P	20211116	05/15/2021	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$76.50	0
394314	ROCK VALLEY PUBLISHING, LLC	MACHESNEY P	20211174	05/22/2021	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$40.50	0
								321.75	
ROESCH FORD									
486									
115838FOWG	#225 SWITCH	BENSENVILLE	20211133	05/21/2021	11050420-542410	PW	R & M VEHICLES	\$18.75	0
								18.75	
RON CLESEN'S ORNAMENTAL PLANT									
1426									
60691	FLOWERS	MAPLE PARK	20211271	06/02/2021	11050430-542811	PW	R&M ROW	\$1,104.00	0
								1,104.00	
RONCO INDUSTRIAL SUPPLY COMPANY									
58									
6061782-1	INV# 6061782-1 LAUNDRY DETERG	BENSENVILLE	20211126	05/21/2021	11174100-542112	SF	R&M BUILDING-CLEANING	\$553.04	0
6062191-1	PPR TWLS/BATH TISSUE-INV #6062	BENSENVILLE	20211245	06/04/2021	11040110-552125	PD	MATERIALS/SUPPLIES-CLEANING	\$195.10	0
								748.14	
RUSSO POWER EQUIPMENT									
8166									
SPI10628942	EQUIPMENT SUPPLIES	SCHILLER PAR	20211159	05/21/2021	51050110-551110	PW	MATERIAL/SUPPLIES	\$125.82	0
SPI10630305	EQUIPMENT SUPPLIES	SCHILLER PAR	20211159	05/21/2021	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$31.25	0
								157.07	

FOR CHECKS DATED: 5/25/2021

Page 27 of 33

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
S & G THOR CORPORATION									
1528									
APRIL 2021	CONSULTING SERVICES - APRIL 2021	BLOOMINGDAL	20211331	05/31/2021	11010010-532810	AD	PROJECT MANAGEMENT SERVICE	\$6,000.00	0
								6,000.00	
SANTANDER LEASING, LLC.									
1331									
2633362	PRINCIPAL AND INTEREST	BOSTON	20211424	06/05/2021	31580490-595010	FN	CAPITAL OUTLAY-FLEET-PRINCIPAL	\$59,506.47	0
2633362	PRINCIPAL AND INTEREST	BOSTON	20211424	06/05/2021	31580490-595020	FN	CAPITAL OUTLAY-FLEET-INTEREST	\$562.28	0
								60,068.75	
SAUBER MFG. CO.									
4413									
PSI217005	#275 REPAIR	VIRGIL	20211153	05/16/2021	11050430-542410	PW	R&M VEHICLES	\$712.00	0
								712.00	
SIRCHIE FINGER PRINT LABORATORY									
4391									
0492134-IN	DRUG TESTING KITS-INV #0492134	YOUNGSVILLE	20211194	05/20/2021	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$161.35	0
0493594-IN	DRUG TESTING KITS-INV # 049359	YOUNGSVILLE	20211252	05/28/2021	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$65.85	0
								227.20	
SITEONE LANDSCAPE SUPPLY, LLC									
1225									
108117496-001	LANDSCAPING SUPPLIES	ROSWELL	20211139	05/19/2021	11050430-542811	PW	R&M ROW	\$1,330.11	0
108134255-001	SOD STAPLES	ROSWELL	20211140	05/19/2021	51050540-548110	PW	RENTAL & LEASE - EQUIPMENT	\$108.87	0
								1,438.98	
SMG SECURITY SYSTEMS, INC.									
4295									
101164	INV# 101165 ANNUAL BA ALARM IN	ELK GROVE VII	20211193	05/12/2021	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$252.72	0
101165	INV# 101165 ANNUAL BA ALARM IN	ELK GROVE VII	20211193	05/12/2021	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$252.72	0
								505.44	
SNAP-ON CREDIT									
10848									
04102021	SOFTWARE SUBSCRIPTION	LIBERTYVILLE	20210201	05/10/2021	11050490-554510	PW	SMALL TOOLS & EQUIPMENT	\$62.41	0
								62.41	
SOLENIS, LLC									
1826									
131800791	R-107-20 POLYMER	ATLANTA	20210018	06/03/2021	51050570-554120	PW	CHEMICALS	\$3,164.34	0
								3,164.34	
SPECIAL T UNLIMITED									
1182									

Page 28 of 33

CHECK AMOUNT	W/T/MANUAL CHECK #
-----------------	-----------------------

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
36673	SPECIAL T UNLIMITED	HILLSIDE	20211179	05/26/2021	11060640-551110	CD	MATERIALS/SUPPLIES-ADMIN	\$98.00	0
36673	SPECIAL T UNLIMITED	HILLSIDE	20211179	05/26/2021	11060640-554810	CD	UNIFORMS-PURCHASE	\$500.00	0
36674	SPECIAL T UNLTD. INVOICE	HILLSIDE	20211178	05/22/2021	11020150-554530	CD	SAFETY EQUIP-GRANT EXPEND	\$400.00	0
								998.00	
SPECTRUM AQUATICS									
11609									
0194656-IN	QUOTE # 0237224 13378 - SEAT B	MISSOULA	20211183	05/30/2021	11070760-542310	SF	R&M EQUIPMENT	\$238.99	0
								238.99	
ST. AUBIN NURSERY & LANDSCAPING									
815									
23936	R-26-21 TREE PURCHASE & DELIVE	KIRKLAND	20210534	05/14/2021	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$13,215.00	0
23942	R-26-21 TREE PURCHASE & DELIVE	KIRKLAND	20210534	05/19/2021	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$4,220.00	0
24015	R-26-21 TREE PURCHASE & DELIVE	KIRKLAND	20210534	06/03/2021	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$10,720.00	0
								28,155.00	
STATE DISBURSEMENT UNIT									
13020									
04302021	CHILD SUPPORT PR WH 4/30/21	CAROL STREAI	20211243	05/30/2021	11000000-217500	FN	PAYROLL DEDUCT'N-COURT ORD	\$1,032.74	9006484
05142021	CHILD SUPPORT PR WH 5/14/2021	CAROL STREAI	20211407	06/13/2021	11000000-217500	FN	PAYROLL DEDUCT'N-COURT ORD	\$1,032.74	9006504
								2,065.48	
STEWART SPREADING, INC.									
921									
14088	R-7-20 SLUDGE HAULING & LAND A	SHERIDAN	20210256	05/23/2021	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$32,727.99	0
								32,727.99	
STRAND ASSOCIATES, INC.									
526									
0170436	R-81-20 DESIGN ENGINEERING YO	MADISON	20210533	05/14/2021	51080870-536513	PW	ENG SVC - DESIGN	\$33,363.96	0
0170588	WWTP OPERATIONS & SCADA ASE	MADISON	20210363	05/13/2021	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$80.58	0
								33,444.54	
SUBURBAN LABORATORIES INC.									
3008									
188212	R-11-21 APPROVED VENDOR LIST	GENEVA	20210372	05/30/2021	51050550-543510	PW	LABORATORY TESTING	\$1,003.00	0
								1,003.00	
SUPERIOR ROAD STRIPING									
4924									
762921	R-25-21 PAVEMENT STRIPING PRO	MELROSE PAR	20210557	05/27/2021	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	\$19,340.25	0
								19,340.25	
TERMINAL SUPPLY, CO.									
10895									

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 5/25/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
35506-00	SUPPLIES	TROY	20211164	05/15/2021	11050490-554510	PW	SMALL TOOLS & EQUIPMENT	\$47.25	0
36144-00	SUPPLIES	TROY	20211164	05/19/2021	11050440-542110	PW	R&M BUILDING	\$148.99	0
								196.24	
TERRACE SUPPLY COMPANY									
3012									
01022383	MONTHLY CYLINDER RENTAL	ITASCA	20210248	05/30/2021	11050420-548110	PW	RENTAL & LEASE-EQUIPMENT	\$23.10	0
01022383	MONTHLY CYLINDER RENTAL	ITASCA	20210248	05/30/2021	11050490-548110	PW	RENTAL & LEASE-EQUIPMENT	\$23.10	0
01022383	MONTHLY CYLINDER RENTAL	ITASCA	20210248	05/30/2021	51050560-548110	PW	RENTAL & LEASE PURCHASE	\$23.10	0
70499072	WELDING SUPPLIES	ITASCA	20211284	06/05/2021	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$38.54	0
								107.84	
THE BANK OF NEW YORK MELLON									
9765									
252-2379157	ADMINISTRATION FEE SERIES 201:	DALLAS	20211298	05/27/2021	41090920-717100	FN	FISCAL AGENT'S FEES	\$400.00	0
252-2379158	ADMINISTRATION FEE SERIES 201:	DALLAS	20211298	05/27/2021	41090920-717100	FN	FISCAL AGENT'S FEES	\$400.00	0
BENSEN14E-0621	INTEREST GO REFUNDING (ARS) S	DALLAS	20211435	06/13/2021	41090920-716100	FN	DEBT SERVICE-INTEREST	\$11,700.00	9006509
								12,500.00	
THE BREWER COMPANY									
8841									
158033	TACK COAT	MARKHAM	20211297	05/30/2021	11050420-542810	PW	R & M PAVEMENT	\$70.50	0
								70.50	
THE CINCINNATI LIFE INSURANCE CO									
1637									
MAY 2021	LIFE INSURANCE MAY 2021	CINCINNATI	20211443	05/31/2021	11000000-214140	FN	PAYROLL DEDUCT'N CIN LIFE	\$2,295.39	0
								2,295.39	
THE VILLAGE FLOWER SHOP									
12721									
16497	DOROTHY RIBANDO FLOWERS	BENSENVILLE	20211176	05/22/2021	11010010-522110	AD	EXPENSE REIMBURSEMENT	\$90.00	0
								90.00	
THIRD MILLENNIUM ASSOCIATES, INC									
525									
26168	VS SENIOR STICKERS - 4/29/21 261	WARRENVILLE	20211207	05/29/2021	11030110-541160	FN	PRNTG, BINDING & DUPLICAT	\$1,998.29	0
26248	UB RENDERING 5/5/2021	WARRENVILLE	20211255	06/05/2021	51030250-549990	FN	OTHER CONTRACTUAL SERVICES	\$1,054.84	0
								3,053.13	
THOMAS HERRERA LANDSCAPING									
1554									
APRIL 2021	APRIL SERVICE - SENIOR/DISABLE	NORTHLAKE	20211215	05/30/2021	11010010-571011	PW	CITIZEN EDUCATION PROGRAM	\$1,500.00	0
								1,500.00	

Page 30 of 33

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
THOMPSON RENTAL STATION, INC.									
3016									
587906-1	SAW RENTAL	BENSENVILLE	20211150	05/21/2021	51050540-548110	PW	RENTAL & LEASE - EQUIPMENT	\$75.75	0
								75.75	
THOMSON REUTERS - WEST									
8192									
843279946	MONTHLY "CLEAR" FEE-OCT20-INV	CAROL STREAM	20211199	12/01/2020	11040110-525010	PD	BOOKS/PAMPHLETS/PUBLICATIONS	\$610.02	170541
844115448	MONTHLY "CLEAR" FEE-MAR21-INV	CAROL STREAM	20211198	05/01/2021	11040110-525010	PD	BOOKS/PAMPHLETS/PUBLICATIONS	\$610.02	170541
844305744	MONTHLY "CLEAR" FEE-APR21-INV	CAROL STREAM	20211376	05/31/2021	11040110-525010	PD	BOOKS/PAMPHLETS/PUBLICATIONS	\$610.02	0
								1,830.06	
TK ELEVATOR									
11047									
3005900367	INV# 3005900367 SERVICE - 5/1/	ATLANTA	20211352	05/31/2021	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$952.26	0
								952.26	
T-MOBILE									
10053									
964388480-0421	R-118-20 GPS TRACKING SERVICE	CINCINNATI	20210024	06/12/2021	11050490-549990	PW	OTHER CONTRACTUAL SERVICE	\$1,008.00	0
								1,008.00	
TOSCAS LAW GROUP LLC									
1649									
042121TCM 043021	042121 & 043021 - TRAFFIC CONTROL	PALOS HEIGHTS	20211333	06/02/2021	11040110-549990	AD	OTHER CONTRACTUAL SERVICE	\$150.00	0
050721TCM051521	050721 & 051521 - TRAFFIC CONTROL	PALOS HEIGHTS	20211428	06/16/2021	11040110-549990	AD	OTHER CONTRACTUAL SERVICE	\$300.00	0
051321BM	5/13/2021 - BUILDING CODE & MUNICIPAL	PALOS HEIGHTS	20211394	06/13/2021	11040110-533100	FN	LEGAL SERVICES	\$600.00	0
051321TS	5/13/2021 - TOW/SEIZURE VIOLATIONS	PALOS HEIGHTS	20211394	06/13/2021	11040110-533100	FN	LEGAL SERVICES	\$600.00	0
								1,650.00	
TRAFFIC CONTROL & PROTECTION									
5662									
106914	SIGN SUPPLIES	BARTLETT	20211289	06/10/2021	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$1,454.00	0
								1,454.00	
TRANE U.S., INC.									
1360									
311688144	INVOICE 311688144 HVAC SERVICE	CHICAGO	20211357	06/04/2021	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$1,018.00	0
								1,018.00	
TREASURY DIRECT									
11906									
04302021	SAVINGS BOND 4/30/21		20211240	06/03/2021	11000000-213400	FN	PAYROLL DEDUCT'N-SAVINGS BOND	\$25.00	9006486
05142021	SAVING BOND 5/14/21		20211404	06/13/2021	11000000-213400	FN	PAYROLL DEDUCT'N-SAVINGS BOND	\$25.00	9006501
								50.00	

EXPENDITURE APPROVAL LIST

Page 31 of 33

FOR CHECKS DATED: 5/25/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
UMB BANK, F/B/O PLANMEMBER									
1346									
04302021	PLAN MEMBER 4/30/21	SHAWNEE MIS	20211214	05/30/2021	11000000-213600	FN	PAYROLL DEDUCT'N- PLAN MEMB	\$1,000.00	9006480
05142021	PLAN MEMBER 5/14/21	SHAWNEE MIS	20211393	06/13/2021	11000000-213600	FN	PAYROLL DEDUCT'N- PLAN MEMB	\$1,000.00	9006507
								2,000.00	
UNDERWRITER'S SAFETY & CLAIMS									
12623									
04012021-0430202	SAFETY CLAIMS 01/2021-04/2021	LOUISVILLE	20211348	05/30/2021	11020150-562550	AD	CLAIM PAYMENTS-WORKERS COI	\$490.00	0
								490.00	
USABBLUEBOOK									
6491									
574966	SUPPLIES	GURNEE	20211195	05/15/2021	51050570-552550	PW	LAB SUPPLIES	\$328.86	0
575176	SUPPLIES	GURNEE	20211195	05/15/2021	51050570-552550	PW	LAB SUPPLIES	\$81.57	0
581971	HYDRANT MARKER	GURNEE	20211290	05/22/2021	51050110-551110	PW	MATERIAL/SUPPLIES	\$339.01	0
								749.44	
UTILITY DYNAMICS CORP.									
5881									
0513-2700	R-20-21 2021 CDBG ANNUAL RES.	OSWEGO	20211113	06/12/2021	31080810-596000	PW	CAPITAL CONSTRUCTION	\$145,659.60	0
								145,659.60	
VERIZON WIRELESS									
11240									
442003865-00001-C	SERVICE 3/24-4/23/21	LEHIGH VALLE	20211239	05/23/2021	11020180-541315	FN	CELL PHONE SERVICE & EQUIPME	\$4,053.73	0
442003865-00002-C	SERVICE 3/24-4/23/21	LEHIGH VALLE	20211238	05/23/2021	11020180-541315	FN	CELL PHONE SERVICE & EQUIPME	\$346.55	0
585520014-00001-C	SERVICE 3/20-4/19/2021	LEHIGH VALLE	20211177	05/19/2021	11040380-542100	PD	MAINTENANCE AGREEMENTS	\$540.13	0
								4,940.41	
VIGER, SCOTT (E)									
341									
05052021	NATIONAL PLANNING CONFERENC	CRYSTAL LAKE	20211322	06/04/2021	11060110-521510	AD	TRAINING PROGRAMS/SESSIONS	\$325.00	0
								325.00	
VILLAGE OF BENSENVILLE									
3100									
04302021	POLICE PENSION 4/30/21		20211227	05/30/2021	11000000-212140	FN	PAYROLL DEDUCT'N-POL PENSIO	\$12,951.70	9006488
05142021	POLICE PENSION 5/14/2021		20211434	06/13/2021	11000000-212140	FN	PAYROLL DEDUCT'N-POL PENSIO	\$12,951.70	9006498
								25,903.40	
WALT DISNEY STUDIOS MOTION PICT									
7086									
NOMADLAND	MOVIE RENTAL FEES- NOMADLANI	DALLAS	20211388	06/12/2021	11070790-547910	SF	MOVIE RENTAL FEES	\$41.26	0
RAYA DRAGON	MOVIE RENTAL FEES- RAYA AND T	DALLAS	20211387	06/05/2021	11070790-547910	SF	MOVIE RENTAL FEES	\$37.88	0

EXPENDITURE APPROVAL LIST

Page 32 of 33

FOR CHECKS DATED: 5/25/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								79.14	
WAREHOUSE DIRECT, INC.									
1077									
4940273-0	OFFICE SUPPLIES	DES PLAINES	20211166	05/21/2021	11020130-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$8.64	0
4940273-0	OFFICE SUPPLIES	DES PLAINES	20211166	05/21/2021	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$82.31	0
4940273-0	OFFICE SUPPLIES	DES PLAINES	20211166	05/21/2021	11060640-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$8.64	0
4940501-0	OFFICE SUPPLIES-INV #4940501-0	DES PLAINES	20211249	05/22/2021	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$65.74	0
4943945-0	STAPLES	DES PLAINES	20211167	05/27/2021	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$33.32	0
4948244-0	OFFICE / JANITORIAL SUPPLIES	DES PLAINES	20211267	06/02/2021	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$60.05	0
4948244-0	OFFICE / JANITORIAL SUPPLIES	DES PLAINES	20211267	06/02/2021	51050110-551110	PW	MATERIAL/SUPPLIES	\$60.05	0
4948244-0	OFFICE / JANITORIAL SUPPLIES	DES PLAINES	20211267	06/02/2021	51050570-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$82.99	0
4951500-0	COVID-19 LYSOL WIPES	DES PLAINES	20210089	06/04/2021	11020190-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$319.90	0
4951857-0	OFFICE / JANITORIAL SUPPLIES	DES PLAINES	20211267	06/05/2021	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$80.53	0
4951857-0	OFFICE / JANITORIAL SUPPLIES	DES PLAINES	20211267	06/05/2021	51050110-551110	PW	MATERIAL/SUPPLIES	\$80.53	0
4951857-1	OFFICE / JANITORIAL SUPPLIES	DES PLAINES	20211267	06/10/2021	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$26.90	0
4951979-0	TOILET TISSUE	DES PLAINES	20211266	06/05/2021	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$132.00	0
4957464-0	OFFICE SUPPLIES-INV #4957464-0	DES PLAINES	20211417	06/12/2021	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$91.56	0
4957519-0	OFFICE SUPPLIES-INV #4957519-0	DES PLAINES	20211416	06/12/2021	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$10.64	0
								1,143.80	
WARNER BROTHERS DISTRIBUTING									
6503									
GODZILLA KONG	MOVIE RENTAL FEES- GODZILLA V	ATLANTA	20211386	06/12/2021	11070790-547910	SF	MOVIE RENTAL FEES	\$21.88	0
								21.88	
WATCHGUARD INC									
1827									
ACCINV0030056	ACCESSORIES FOR CAMERAS-INV	ALLEN	20211189	04/30/2021	11040340-554510	PD	SMALL TOOLS & EQUIPMENT	\$50.00	0
ACCINV0030423	10 CAMERA MOUNTS-INV #ACCINC	ALLEN	20211251	05/24/2021	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$690.00	0
								740.00	
WEST SIDE TRACTOR SALES CO									
8511									
N06232	PART #261	CHICAGO	20211295	06/05/2021	11050430-542410	PW	R&M VEHICLES	\$159.34	0
N06475	REFUND ON FITTINGS	CHICAGO		05/13/2021	11050430-542410	FN	R&M VEHICLES	\$-147.20	0
N06477	SUPPLIES #261	CHICAGO	20211366	06/12/2021	11050430-542410	PW	R&M VEHICLES	\$58.21	0
								70.35	
WESTBROOK STRATEGIC CONSULTA									
1198									
183	CONSULTING SERVICES - MAY 202	WESTCHESTER	20211325	05/31/2021	11020110-532810	AD	PROJECT MANAGEMENT SERVICE	\$3,750.00	0
								3,750.00	

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 5/25/2021

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
WEX HEALTH, INC									
1853									
0001332122-IN	APRIL 2021 COBRA 0001332122-IN	FARGO	20211276	05/30/2021	11000000-214110	FN	PAYROLL DEDUCT'N-HEALTH INS	\$85.00	9006495
								85.00	
ZIEBELL WATER SERVICE									
3045									
253553-000	R-11-21 WATER SYSTEM PARTS - /	ELK GROVE VII	20210205	05/21/2021	51050540-552520	PW	WATER MAIN PARTS	\$134.70	0
253565-000	R-11-21 WATER SYSTEM PARTS - /	ELK GROVE VII	20210205	05/22/2021	51050540-552520	PW	WATER MAIN PARTS	\$86.00	0
253586-000	R-11-21 WATER SYSTEM PARTS - /	ELK GROVE VII	20210205	05/23/2021	51050540-552520	PW	WATER MAIN PARTS	\$196.00	0
253619-000	R-11-21 WATER SYSTEM PARTS - /	ELK GROVE VII	20210205	05/27/2021	51050540-552520	PW	WATER MAIN PARTS	\$409.76	0
253665-000	R-11-21 WATER SYSTEM PARTS - /	ELK GROVE VII	20210205	05/30/2021	51050540-552520	PW	WATER MAIN PARTS	\$260.00	0
								1,086.46	

CHECK TOTAL: **1,851,714.12**

WIRE/MANUAL TOTAL: **745,377.46**

EXPENDITURE TOTAL: **2,597,091.58**

TYPE:Resolution**SUBMITTED BY:**S. Viger**DEPARTMENT:**Community & Economic
Development**DATE:**05.25.21**DESCRIPTION:**

Resolution Accepting a Proposal For The Village Owned Vacant Parcel of Real Property at 340 North Meyer Road For Its Appraised Value And Authorizing The Village Manager To Finalize The Terms Of The Sale And Development Of The Property

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

1. The Village owns the former well site located at 340 North Meyer Road.
2. The property is located in the Northern Business District and TIF 12.
3. Resolution R - 31 - 2021 approved on March 23, 2021 declared the property surplus and authorized the Village Manager to obtain proposals for its sale.
4. On April 1, 2021 the Village published a "Public Notice of Sale of Surplus Real Property at 340 North Meyer Road."
5. Two proposals were received.

KEY ISSUES:

1. The appraised value of the property is \$105,000.
2. P.C. Properties LLC submitted a proposal in the amount of \$95,000.
3. Rackow Polymers submitted a proposal in the amount of \$110,000.
4. Rackow Polymers has indicated their desire to erect an industrial building on the property, which staff's analysis indicates would generate additional property taxes.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

1. Staff respectfully recommends the acceptance of the proposal from Rackow Polymers and to authorize the Village Manager to negotiate the specific terms of the sale.

BUDGET IMPACT:

1. Initially \$110,000.
2. Long term additional Property Taxes for TIF 12 and ultimately the various taxing bodies of our community.

ACTION REQUIRED:

Approval of the Resolution Accepting a Proposal For The Village Owned Vacant Parcel of Real Property at 340 North Meyer Road For Its Appraised Value And Authorizing The Village Manager To Finalize The Terms Of The Sale And Development Of The Property.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	5/18/2021	Resolution Letter
Aerial Photograph and Zoning Map Exhibit	5/18/2021	Backup Material

RESOLUTION NUMBER _____

A RESOLUTION OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS ACCEPTING A PROPOSAL FOR THE VILLAGE OWNED VACANT PARCEL OF REAL PROPERTY AT 340 NORTH MEYER ROAD FOR ITS APPRAISED VALUE AND AUTHORIZING THE VILLAGE MANAGER TO FINALIZE THE TERMS OF THE SALE AND DEVELOPMENT OF THE PROPERTY

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

WHEREAS, the Village is the owner of a parcel of vacant property in Bensenville, Illinois, commonly known as 340 North Meyer Road, Bensenville, Illinois 60106, identified by PIN 03-11-403-012-0000, that is a 100 by 230.22 vacant lot and 23,022 square feet in size (the "*Property*"), which is legally described on Exhibit A, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Property is located in the I-2 General Industrial District, as identified and described in the Village of Bensenville Zoning Ordinance; and

WHEREAS, the Village President and Board of Trustees of the Village of Bensenville (the "*Corporate Authorities*") found that the Property is no longer necessary, appropriate, required for the use of, profitable to or serve any viable use to the Village and that the sale of the Property will eliminate burdensome maintenance cost, provide needed funds and generate tax revenue in the future for use in the general fund of the Village; and

WHEREAS, the Corporate Authorities further determined that the Property serves no public use to the residents of the Village and is in the best interest of the health, safety, and

welfare of Village residents to sell the Property; and

WHEREAS, 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code establishes procedures for the sale of municipal-owned surplus real property conducted by the staff of the Village after ascertaining the value of the surplus real estate by written appraisal and making said appraisal available for public inspection; and

WHEREAS, the Property is encumbered with a public use restriction and reverter as described and contained in a document number 979152 as recorded with the office of the DuPage County Recorder and any such conveyance of the Property by the Village shall be conditioned on a full release from said encumbrance by any interested party; and

WHEREAS, the Village ascertained a written appraisal of real property on the Property, dated February 17, 2021, which was prepared by William A. Falkanger, ASA, IFAS of A-Appraisals, 444 West Northwest Highway, Barrington, Illinois (the “*Appraisal*”), which determined that the appraised value of the Property was \$105,000.00, provided the Property is not burdened by the encumbrance herein described; and

WHEREAS, on March 23, 2021, the Corporate Authorities adopted Resolution Number R-31-2021 entitled “*A Resolution of the Village of Bensenville, DuPage and Cook Counties, Illinois Declaring the Village Owned Vacant Parcel of Real Property at 340 North Meyer Road as Surplus Property and Authorize the Village Manager to Obtain Proposals for its Sale and Disposition and Direct the Village Clerk to Make Copies of the Appraisal Available to any Party;*” and

WHEREAS, On April 1, 2021, the Village published a “*Public Notice of Sale of Surplus Real Property at 340 North Meyer Road Owned by the Village of Bensenville*” with a copy of Resolution Number R-31-2021 in the Bensenville Independent Newspaper, a newspaper of

general circulation in the Village, to advise any interested party that the Village was accepting proposals for the sale of the Property no earlier than Thursday, April 15, 2021; and

WHEREAS, the Appraisal and Resolution Number R-31-2021 were also made available for inspection or copying in the office of the Village Clerk of the Village of Bensenville and on the Village's website to any interested party to allow for the review, analysis and submission of a proposal for the acquisition of the Property; and

WHEREAS, on April 15, 2021, the Village received a proposal for the Property from P.C. Properties (Illinois), LLC in the amount of \$95,000.00, which is below the appraised value of the Property (the "*P.C. Properties Proposal*"); and

WHEREAS, on April 19, 2021, the Village received a proposal for the Property from Rackow Polymers, Inc., in the amount of \$110,000.00, which is above the appraised value of the Property (the "*Rackow Proposal*"), a copy of which is attached hereto and made a part hereof, as Exhibit B; and

WHEREAS, the Director of Community & Economic Development reviewed the P.C. Properties Proposal and the Rackow Proposal and recommended to the Village Manager the Rackow Proposal because in addition to the purchase price the proposal provides for the construction of an industrial building that will substantially increase tax revenues and employment opportunities; and

WHEREAS, the Corporate Authorities of the Village concur with the recommendation of the Director of Community & Economic Development and Village Manager to sell the Property for its appraised value pursuant to the Rackow Proposal; and

WHEREAS, the Corporate Authorities direct the Village Manager, Director of Community & Economic Development, and the Village Attorney to prepare an agreement for the sale and development of the Property and present same to the Corporate Authorities.

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

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

Section 2. The Rackow Proposal is hereby approved, and the Village Manager, Director of Community & Economic Development and Village Attorney are hereby directed to prepare an agreement for the sale and development of the Property pursuant to the Rackow Proposal and subsequently present same to the Corporate Authorities for final approval in accordance with this Resolution and pursuant to 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code.

Section 3. The officials, officers, employees, and attorneys of the Village are hereby further authorized to take such action to prepare for and complete the sale of the Property, as contemplated herein.

Section 4. If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 5. All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall be in full force and effect immediately after its passage, approval and publication as required by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this ____ day of _____ 2021.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Exhibit A

Legal Description

THE SOUTH 1/2 OF LOT 19 IN FAITH'S BENSENVILLE INDUSTRIAL SUBDIVISION UNIT #2, A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS; ACCORDING TO THE PLAT THEREOF RECORDED APRIL 18, 1960 AS DOCUMENT NO. 961941.

Permanent Index Number 03-11-403-012-0000

Commonly known as 340 North Meyers Road, Bensenville, Illinois 60106

Exhibit B

Rackow Proposal

RACKOW POLYMERS
CORPORATION
475 Thomas Drive • Bensenville, IL 60106

OFFER

I, Mario Rackow, am offering \$110,000.00 to purchase the property known as 340 North Meyers Road., Bensenville, IL, PIN # 03-11-403-012-0000. This is a cash offer. Once the offer is accepted, I am prepared to deposit 20% as earnest money and close in 90 days, with a 60-day due diligence period to conduct my investigation in regards to the property, including but not limited to environmental test, soil test, percolation test, and flood plain determination.

My plan is to develop the property with-in a year after purchase, as follows:

To build an industrial building, with street level parking, similar in construction and quality as to the building located at 475 Thomas Dr., Bensenville known as Rackow Polymers, Inc. (hereinafter "Thomas Property"), to be used for warehouse purposes by the adjacent Thomas Property. If permissible, I would explore connecting the two buildings together. In any case, my preliminary plans are to construct an industrial building with approximately 16,000 sq. ft. of usable building space with the ground floor to be the same grade as the Thomas Property (which is approximately 8 ft. higher than the property in question) with parking to the grade level of Meyer Rd., estimating approximately 45 parking spaces on the property site, subject to the city and county code requirements. See attached drawing.

I am exploring in building a zero-carbon foot print building and plan to use the existing well to geometrically heat and cool the building along with installing an electrical generating a solar roof.

Yours Truly,

Mario Rackow



340 N. Meyer Road



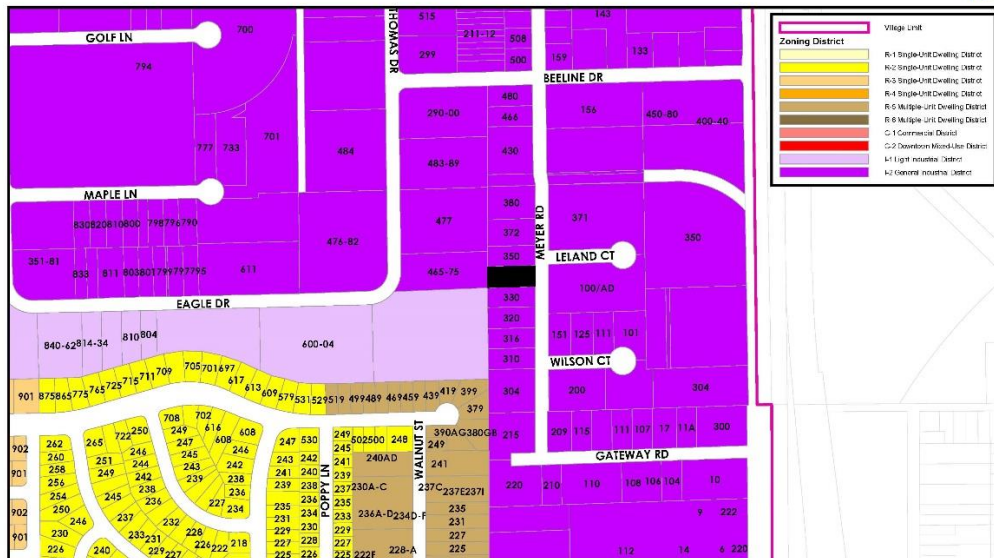
Village of Bensenville

340 N Meyer



Village of Bensenville

Zoning Map



Date: 9/9/2021

TYPE:Ordinance**SUBMITTED BY:**K. Fawell**DEPARTMENT:**CED**DATE:**05.25.21**DESCRIPTION:**Ordinance Granting a Variation to Allow a Fence in the Corner Side Yard at 146 S. Mason Street, Bensenville, Illinois**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

Financially Sound Village

Quality Customer Oriented Services

Safe and Beautiful Village

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

Enrich the Lives of Residents

Major Business/Corporate Center

Vibrant Major Corridor

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

1. The Petitioners are requesting a Variation to erect a 4' wooden picket fence in the corner side yard at 146 S Mason Street.

KEY ISSUES:

1. The proposed fence, which is hoped to alleviate safety concerns, encroaches into the corner side yard by approximately 15'.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

1. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation to erect a fence in the corner side yard at 146 S Mason Street with the following condition:
 1. The fence shall be in accordance with submitted plans and designs, which indicate a 4' high wooden picket fence.
2. At their 05.04.21 Public Hearing, the CDC voted unanimously (5-0) to recommend approval of the Variation with the above condition.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of an Ordinance Granting a Variation for a Fence in the Corner Side Yard at 146 S Mason Street, Bensenville, Illinois.

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

Ordinance

5/18/2021

Ordinance

Case Cover Page

5/17/2021

Cover Memo

Aerial & Zoning Exhibits

5/17/2021

Backup Material

Legal Notice

5/17/2021

Backup Material

Application

5/17/2021

Backup Material

Staff Report	5/17/2021	Executive Summary
Site Plan & Design Examples	5/17/2021	Backup Material
Plat of Survey	5/17/2021	Backup Material
Draft CDC Minutes	5/17/2021	Backup Material

ORDINANCE # _____

**AN ORDINANCE GRANTING A VARIATION TO ALLOW
A FENCE IN THE CORNER SIDE YARD
AT 146 SOUTH MASON STREET, BENSENVILLE, ILLINOIS**

WHEREAS, Katherine and Steven Siers (“Owner/Applicant”) of 146 South Mason Street, Bensenville, IL 60106, filed an application for Variation, Fence in Corner Side Yard, Municipal Code Section 10-7-4-C-7.a of the Bensenville Village Zoning Ordinance (“Zoning Ordinance”), for the property located at 146 South Mason Street, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the Variation sought by the Applicant was published in the Bensenville Independent on Thursday, April 15, 2021 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property on Monday, April 12, 2021, and via First Class mail to taxpayers of record within 250 feet of the Subject Property on Monday, April 12, 2021, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on May 4, 2021, as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, after hearing the application, the Community Development Commission agreed with the findings of fact submitted by the Applicant, recommending approval of the Variation, Fence in Corner Side Yard, Municipal Code Section 10-7-4-C-7.a, and thereafter, voted unanimously (5-0) to recommend approval with conditions of the Variation and forwarded

its recommendations, including the Staff Report and findings relative to the Variation, to the President and Board of Village Trustees, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested Variation, Fence in Corner Side Yard, Municipal Code Section 10-7-4-C-7.a, as recommended by the Community Development Commission to allow the Variation, is consistent with the Zoning Ordinance.

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

Section 1. That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. That the Subject Property is currently zoned under the Zoning Ordinance as R-3 Single-Unit Dwelling District, which zoning classification shall remain in effect subject to the Variation approved herein.

Section 3. That the Staff Report and Recommendations to approve the Variation, Fence in Corner Side Yard sought by the Applicant, as allowed by the Zoning Ordinance, Section 10-7-4-C-7.a, as adopted by the Community Development Commission as shown in Exhibit "B", is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said Variation is proper and necessary.

Section 4. That the Variation, as sought by the Applicant of the Subject Property, to allow a fence in the corner side yard is hereby approved with the following condition:

1. The fence shall be in accordance with submitted plans and designs, which indicate a 4' high wooden picket fence.

Section 5. That all requirements of the Zoning Ordinance shall be applicable except as allowed by the Variation granted herein.

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

Section 7. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 25th day of May 2021, pursuant to a roll call vote, as follows:

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # ____ - 2021
Exhibit “A”

The Legal Description is as follows:

LOT 1 IN BLOCK 3 IN BRETTMAN AND FRANZEN’S ADDITION TO BENSENVILLE, BEING A SUBDIVISION IN THE SOUTHEAST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 1907, AS DOCUMENT NUMBER 91764, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 146 South Mason Street, Bensenville, IL 60106.

Ordinance # ____ - 2021
Exhibit “B”
Findings of Fact

Ms. Fawell reviewed the Findings of Fact for the proposed variance as presented in the Staff Report consisting of:

1. **Public Welfare:** The proposed Variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

Applicant’s Response: Putting a fence 15 feet off the sidewalk will not endanger the health, safety, comfort, convenience, and general welfare of the public. It will, in fact, look lovely and pleasing to the eye once we add flowers and bushes.

2. **Compatible with Surrounding Character:** The proposed Variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed Variation.

Applicant’s Response: We are putting in a 4 foot arched cedar picket fence. The look will fit in with the Victorian style and vintage look of the homes adjacent to ours. It will add to the quaintness of our home.

3. **Undue Hardship:** The proposed Variation alleviates an undue hardship created by the literal enforcement of this title.

Applicant’s Response: Honestly, the proposed variance won't alleviate any hardship. We have a very large yard and don't want to lose too much room for backyard living. We plan on having children and the more room they have to play without running into the street is very helpful. This fence will alleviate our safety concerns.

4. **Unique Physical Attributes:** The proposed Variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

Applicant’s Response: The parking pad we are putting in is 15 feet from the sidewalk (variance already granted recently). If we put the fence 30 feet from the sidewalk, the fence will meet the parking pad and partially expose our cars. Part of the agreement with the parking pad variance was to add plants to hide the cars and make it more pleasing to the eye. If we stay in line with the parking pad, it will hide the cars better and I can still add plants/flowers to hide the cars where the fence is not covering.

5. **Minimum Deviation Needed:** The proposed Variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

Applicant's Response: Since this is going to be a 4 foot arched picket fence, I do not think the 15 feet off the sidewalk is a large deviation from the regulations. If we were putting in a 5-6 foot privacy fence, then I would be the first to agree that where our yard sits in regards to the village would be an eyesore. It will still look like a quaint home in a cute village.

6. **Consistent with Ordinance and Plan:** The proposed Variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The proposed Variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village. I'm sure trying to add beauty to our home AND keep the riff raff out is in everyone's plan.

Ms. Fawell stated Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Variation to erect a fence in the corner side yard at 146 S Mason Street with the following condition:

1. The fence shall be in accordance with submitted plans and designs, which indicate a 4' high wooden picket fence.

There were no further questions from the Commission.

Motion: Commissioner Marcotte made a motion to close CDC Case No. 2021-09. Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, King, Marcotte, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2021-09 at 6:53 p.m.

Motion: Commissioner Wasowicz made a combined motion to approve the Findings of Fact and Approval of a Variation, Fence in Corner Side Yard. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, King, Marcotte, Wasowicz

Nays: None

All were in favor. Motion carried.

Ronald Rowe, Chairman
Community Development Commission



BENSENVILLE

COMMUNITY DEVELOPMENT COMMISSION

Public Hearing 05.04.21

CDC Case #2021 – 09

**Katherine & Steven Siers
146 S Mason St**

Variation, Fence in Corner Side Yard
Municipal Code Section 10 – 7 – 4C – 7a

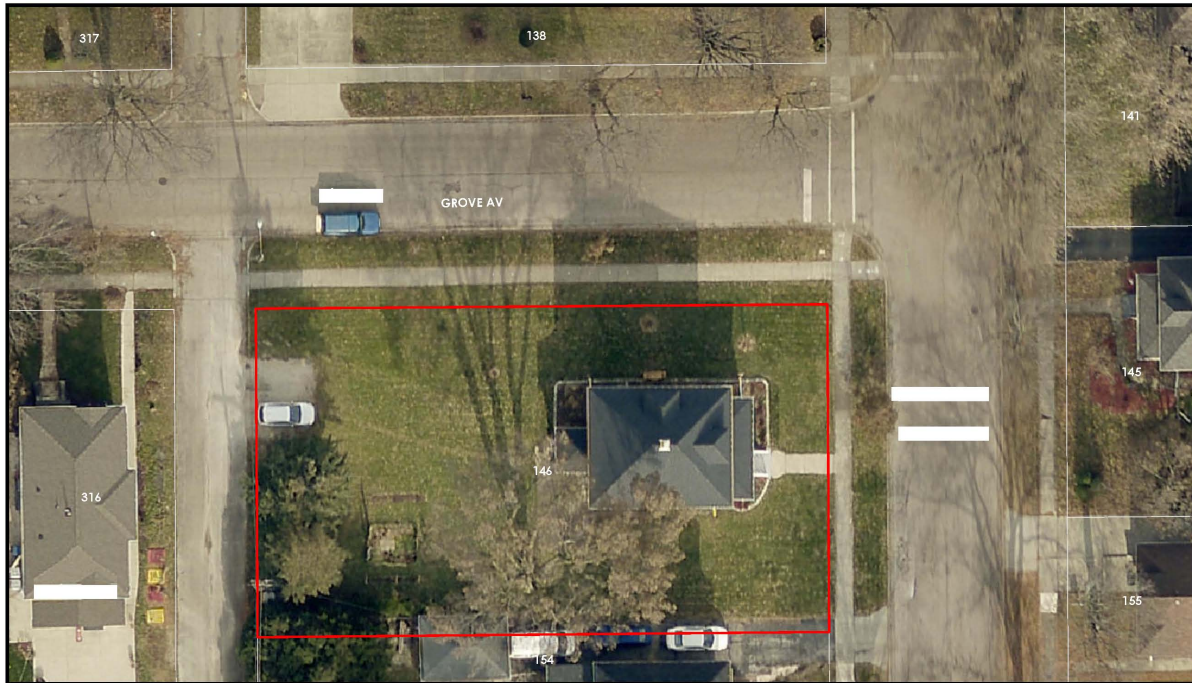
1. Aerial Photograph & Zoning Map of Subject Property
2. Legal Notice
3. Application
4. Staff Report & Exhibits
5. Plans





Village of Bensenville

146 S Mason

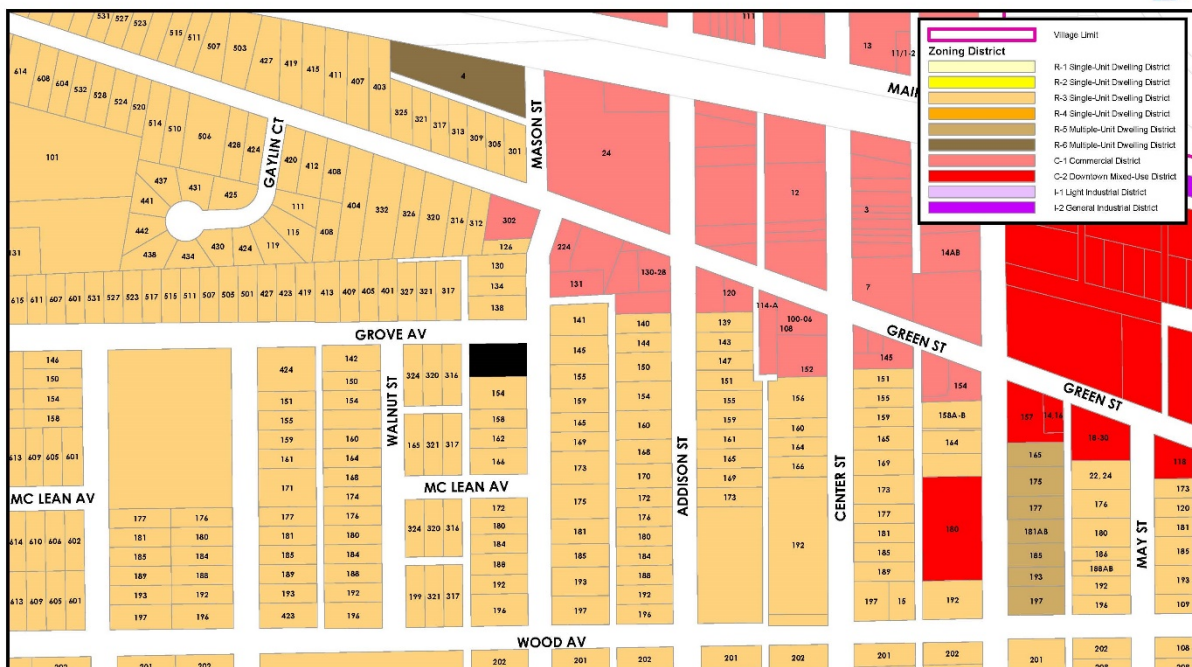


Date: 10/28/2020



Village of Bensenville

Zoning Map



Date: 10/28/2020

**LEGAL NOTICE/PUBLIC NOTICE
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Meeting of the Community Development Commission of the Village of Bensenville, DuPage and Cook Counties, will be held on Tuesday, May 4, 2021 at 6:30 P.M., at which a Public Hearing will be held to review case No. 2021 - 09 to consider a request for:

Variation, Fence in Corner Side Yard
Municipal Code Section 10 – 7 – 4 – C – 7.a;

at 146 S Mason Street in an existing R – 3 Single-Unit Dwelling District. The Public Hearing will be held in the Village Board Room at Village Hall, 12 S. Center Street, Bensenville.

The Legal Description is as follows:

LOT 1 IN BLOCK 3 IN BRETTMAN AND FRANZEN'S ADDITION TO BENSENVILLE, BEING A SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 1907, AS DOCUMENT NUMBER 91764, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 146 S Mason Street, Bensenville, IL 60106.

Katherine and Steven Siers of 146 S Mason Street, Bensenville, IL 60106 are the owners and applicants for the subject property.

Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Bensenville should contact the Village Clerk, Village of Bensenville, 12 S. Center St., Bensenville, IL 60106, (630) 766-8200, at least three (3) days in advance of the meeting.

Applicant's application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend the Public Hearing and be heard. Interested parties are encouraged to attend the Public Hearing via electronic means. Directions for electronic attendance and participation will be posted on the Village website at least 48 hours prior to the meeting date. Written comments mailed to Village Hall, and online comments submitted on the Village website, will be accepted by the Community and Economic Development Department through May 4, 2021 until 5:00 P.M

Office of the Village Clerk
Village of Bensenville

**TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT
April 15, 2021**

For Office Use Only

Date of Submission: 4/8/21 MUNIS Account #: 10846 CDC Case #: 2021-09

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 146 S. Mason St

Property Index Number(s) (PIN): 03-14-411-007

A. PROPERTY OWNER:

Steve & Katherine Siers

Name Corporation (if applicable)

146 S. Mason St.

Street

Bensenville

City

IL

State

60106

Zip Code

Steve Siers

Contact Person

847-815-7502

Telephone Number

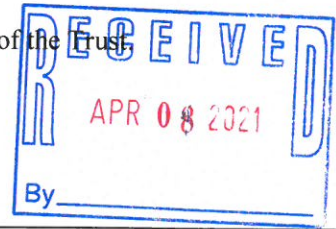
Steve.Siers

Email Address

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

B. APPLICANT:

☒ Check box if same as owner



Name Corporation (if applicable)

Street

City

State

Zip Code

Contact Person

Telephone Number

Email Address

B. ACTION REQUESTED (Check applicable):

- ☐ Site Plan Review
- ☐ Special Use Permit
- ☒ Variation
- ☐ Administrative Adjustment
- ☐ Zoning Text or Map Amendment
- ☐ Zoning Appeal
- ☐ Plat of Subdivision
- ☐ Annexation
- ☐ Planned Unit Development*

*See Staff for additional information on PUD requests

SUBMITTAL REQUIREMENTS:

- ☒ Affidavit of Ownership** (signed/notarized)
- ☒ Application**
- ☒ Approval Standards**
- ☒ Plat of Survey/Legal Description
- ☒ Site Plan
- ☐ Building Plans & Elevations
- ☐ Engineering Plans
- ☐ Landscape Plan
- ☐ Tree Preservation and Removal Plan
- ☒ Application Fees
- ☒ Fees agreement**

**Item located within this application packet.

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

We would like to have a fence installed 15 ft
from Grove. It will be a cedar picket fence.

C. PROJECT DATA:

1. General description of the site: Residentially-zoned lot w/ SFD.
2. Acreage of the site: 0.29 Building Size (if applicable): 937 SF
3. Is this property within the Village limits? (Check applicable below)
☒ Yes
☐ No, requesting annexation
☐ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.
4. List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)

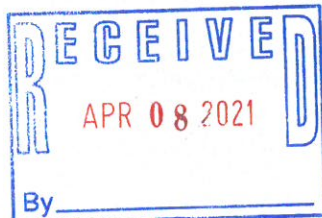
N/A

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	R-3	Residential	Bensenville
North:	R-3	Residential	Bensenville
South:	R-3	Residential	Bensenville
East:	R-3	Residential	Bensenville
West:	R-3	Residential	Bensenville

D. APPROVAL STANDARDS:

The applicant must compose a letter describing how the request(s) specifically meets the individual criteria from the appropriate Approval Standards, found in Village Code and on the following pages. The CDC will be unable to recommend approval of a request without a response to the pertinent "Approval Standards."



STAFF REPORT

HEARING DATE: May 4, 2021
CASE #: 2021 – 09
PROPERTY: 146 S Mason Street
PROPERTY OWNER: Katherine & Steven Siers
APPLICANT: Same
SITE SIZE: 0.29 AC
BUILDING SIZE: 937 SF
PIN NUMBER: 03-14-411-007
ZONING: R-3 Single-Unit Dwelling District
REQUEST: Variation, Fence in Corner Side Yard
Municipal Code Section 10 – 7 – 4 – C – 7.a

PUBLIC NOTICE:

1. A Legal Notice was published in the Bensenville Independent on Thursday, April 15, 2021. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on Monday, April 12, 2021.
3. On Monday, April 12, 2021, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Petitioners are requesting a Variation to erect a 4' wooden picket fence in the corner side yard at 146 S Mason Street. The proposed fence, which is hoped to alleviate safety concerns, encroaches into the corner side yard by approximately 15'. The Petitioners recently received a Variation for a 20' by 20' paved parking area in 2020.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	R – 3	Residential	Single Family Residential	Village of Bensenville
North	R – 3	Residential	Single Family Residential	Village of Bensenville
South	R – 3	Residential	Single Family Residential	Village of Bensenville
East	R – 3	Residential	Single Family Residential	Village of Bensenville
West	R – 3	Residential	Single Family Residential	Village of Bensenville

DEPARTMENT COMMENTS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

Finance:

- 1) Account up to date.

Police:

- 1) No objections.

Engineering and Public Works:

Public Works:

- 1) No comments.

Engineering:

- 1) It doesn't appear the fence will be located in the sight distance triangle for motorists.
- 2) The fence should not impede any existing surface drainage.

Community & Economic Development:

Economic Development:

- 1) No comments.

Fire Safety:

- 1) No comments.

Building:

- 1) No comments.

Planning:

- 1) The 2015 Comprehensive Plan indicates "Single Family Residential" for this property.
- 2) The current zoning is R-3 Single-Unit Dwelling District.
- 3) The Petitioners are seeking a Variation to erect a 4' wooden picket fence in their corner side yard. This is a typical Variation request.
- 4) Per Section 10-7-4C-7a of the Village Zoning Ordinance, fences, with a maximum height of 6', are only permitted in rear and interior side yards.
- 5) In the past, Variations for corner side yard fences that were recommended for approval by Staff were recommended with conditions. These conditions often pertain to a requirement of 1' lattice at the top of the fence as well as setback requirements. As the subject request is for a 4' high fence as opposed to a 6' privacy fence, and the proposed fence is setback approximately 15' from the corner side property line, Staff does not feel such conditions are necessary.

APPROVAL STANDARDS FOR VARIATIONS:

- 1) **Public Welfare:** The proposed Variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

Applicant's Response: Putting a fence 15 feet off the sidewalk will not endanger the health, safety, comfort, convenience, and general welfare of the public. It will, in fact, look lovely and pleasing to the eye once we add flowers and bushes.

- 2) **Compatible with Surrounding Character:** The proposed Variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed Variation.

Applicant's Response: We are putting in a 4 foot arched cedar picket fence. The look will fit in with the Victorian style and vintage look of the homes adjacent to ours. It will add to the quaintness of our home.

- 3) **Undue Hardship:** The proposed Variation alleviates an undue hardship created by the literal enforcement of this title.

Applicant's Response: Honestly, the proposed variance won't alleviate any hardship. We have a very large yard and don't want to lose too much room for backyard living. We plan on having children and the more room they have to play without running into the street is very helpful. This fence will alleviate our safety concerns.

- 4) **Unique Physical Attributes:** The proposed Variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

Applicant's Response: The parking pad we are putting in is 15 feet from the sidewalk (variance already granted recently). If we put the fence 30 feet from the sidewalk, the fence will meet the parking pad and partially expose our cars. Part of the agreement with the parking pad variance was to add plants to hide the cars and make it more pleasing to the eye. If we stay in line with the parking pad, it will hide the cars better and I can still add plants/flowers to hide the cars where the fence is not covering.

- 5) **Minimum Deviation Needed:** The proposed Variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

Applicant's Response: Since this is going to be a 4 foot arched picket fence, I do not think the 15 feet off the sidewalk is a large deviation from the regulations. If we were putting in a 5-6 foot privacy fence, then I would be the first to agree that where our yard sits in regards to the village would be an eyesore. It will still look like a quaint home in a cute village.

- 6) **Consistent with Ordinance and Plan:** The proposed Variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The proposed Variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village. I'm sure trying to add beauty to our home AND keep the riff raff out is in everyone's plan.

Variation Approval Standards	Meets Standard	
	<i>Yes</i>	<i>No</i>
1. Public Welfare	X	
2. Compatible with Surrounding Character	X	
3. Undue Hardship	X	
4. Unique Physical Attributes	X	
5. Minimum Deviation Needed	X	
6. Consistent with Ordinance and Plan	X	

RECOMMENDATIONS:

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Variation to erect a fence in the corner side yard at 146 S Mason Street with the following condition:

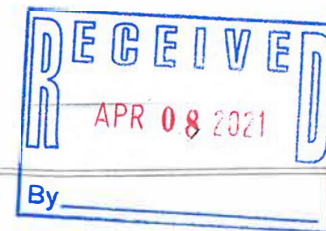
- 1) The fence shall be in accordance with submitted plans and designs, which indicate a 4' high wooden picket fence.

Respectfully Submitted,

Department of Community & Economic Development

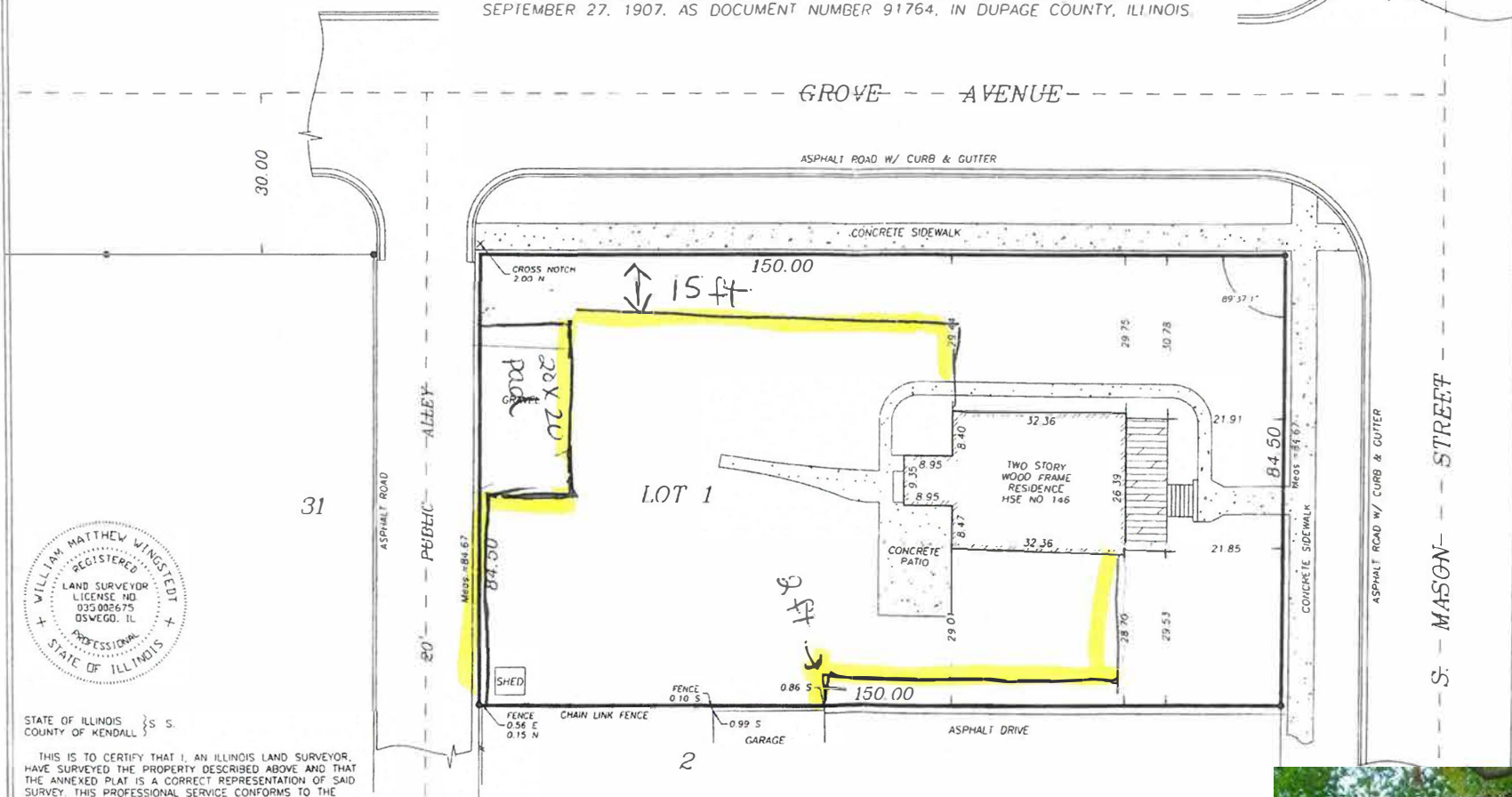
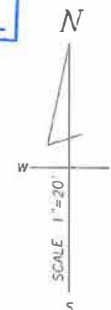


Fence Example



PLAT OF SURVEY

LOT 1 IN BLOCK 3 IN BRETTMAN AND FRANZEN'S ADDITION TO BENSENVILLE, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 1907, AS DOCUMENT NUMBER 91764, IN DUPAGE COUNTY, ILLINOIS



Fence Example



STATE OF ILLINOIS } S. S.
COUNTY OF KENDALL }

THIS IS TO CERTIFY THAT I, AN ILLINOIS LAND SURVEYOR, HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE AND THAT THE ANNEXED PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF A BOUNDARY SURVEY GIVEN UNDER MY HAND AND SEAL AT OSWEGO, ILLINOIS, THIS 18TH DAY OF NOVEMBER A.D., 2017.

ILLINOIS LAND SURVEYOR NO. 2875
(LICENSE SUBJECT TO RENEWAL AND EXPIRES 11/30/2019)
REFER TO DEED OR GUARANTEE POLICY FOR RESTRICTIONS NOT SHOWN ON SURVEY
ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF
LINE DIRECTIONS AND BEARINGS, WHERE SHOWN, ARE BASED ON AN ASSUMED DATUM LINE
PLEASE COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY APPARENT DISCREPANCIES

ORDERED BY:

AMY S. FZELDIN, ATTY

ORDER NO. 17-K-60

FILE NO. 171225

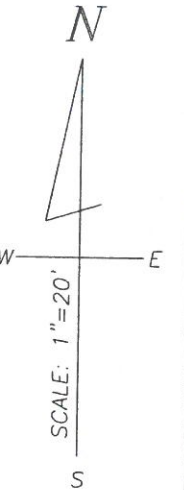
WILLIAM M. WINGSTEDT
ILLINOIS PROFESSIONAL LAND SURVEYOR
329 WHITE PINES CT., OSWEGO, ILLINOIS 60543
PHONE (630) 554-8209 FAX (630) 551-1207

146 S. MASON STREET DOW
● = found iron stake
○ = set iron stake



PLAT OF SURVEY

OF
LOT 1 IN BLOCK 3 IN BRETTMAN AND FRANZEN'S ADDITION TO BENSENVILLE, BEING A
SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
SEPTEMBER 27, 1907, AS DOCUMENT NUMBER 91764, IN DUPAGE COUNTY, ILLINOIS.



GROVE AVENUE

ASPHALT ROAD W/ CURB & GUTTER

CONCRETE SIDEWALK

CROSS NOTCH
2.00 N

150.00

89°37'1"

29.44

29.75

30.78

GRAVEL

LOT 1

TWO STORY
WOOD FRAME
RESIDENCE
HSE NO 146

CONCRETE
PATIO

21.91

21.85

CONCRETE SIDEWALK

ASPHALT ROAD W/ CURB & GUTTER

S - MASON STREET

30.00



STATE OF ILLINOIS } S. S.
COUNTY OF KENDALL }

THIS IS TO CERTIFY THAT I, AN ILLINOIS LAND SURVEYOR,
HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE AND THAT
THE ANNEXED PLAT IS A CORRECT REPRESENTATION OF SAID
SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE
CURRENT ILLINOIS MINIMUM STANDARDS OF A BOUNDARY SURVEY.
GIVEN UNDER MY HAND AND SEAL AT OSWEGO, ILLINOIS,
THIS 18TH DAY OF NOVEMBER, A.D., 2017.

ILLINOIS LAND SURVEYOR NO. 2675
(LICENSE SUBJECT TO RENEWAL AND EXPIRES 11/30/2018)
REFER TO DEED OR GUARANTEE POLICY FOR RESTRICTIONS NOT SHOWN ON SURVEY.
ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
LINE DIRECTIONS AND BEARINGS, WHERE SHOWN, ARE BASED ON AN ASSUMED DATUM LINE.
PLEASE COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY APPARENT DISCREPANCIES

ORDERED BY:

AMY S. EZELDIN, ATTY.

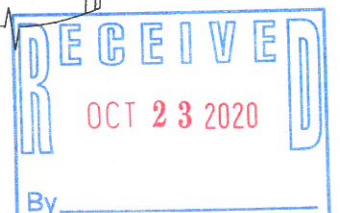
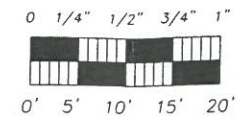
ORDER NO. 17 K 60

FILE NO. 171225

WILLIAM M. WINGSTEDT

ILLINOIS PROFESSIONAL LAND SURVEYOR
329 WHITE PINES CT., OSWEGO, ILLINOIS 60543
PHONE: (630) 554-8209 FAX (630) 551-1207

146 S MASON STREET.DWG
● = found iron stake
○ = set iron stake



By
FIELD WORK COMPLETED. BUILDINGS AND OTHER
IMPROVEMENTS LOCATED AS SHOWN ON THE 18TH
OF NOVEMBER, A.D., 2017.

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

MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

May 4, 2021

CALL TO ORDER: The meeting was called to order by Chairman Rowe at 6:30p.m.

ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Chambers, King, Marcotte, Wasowicz
Absent: Ciula, Czarnecki
A quorum was present.

STAFF PRESENT: K. Fawell, K. Pozsgay, C. Williamsen

JOURNAL OF PROCEEDINGS: The minutes of the Community Development Commission Meeting of the April 6, 2021 were presented.

Motion: Commissioner Wasowicz made a motion to approve the minutes as presented. Commissioner King seconded the motion.

All were in favor. Motion carried.

Senior Village Planner, Kurtis Pozsgay and Village Planner, Kelsey Fawell, were present and sworn in by Chairman Rowe.

PUBLIC COMMENT: There was no Public Comment.

[...]

Public Hearing: CDC Case Number 2021-09
Petitioner: Katherine & Steven Siers
Location: 146 South Mason Street
Request: Variation, Fence in Corner Side Yard
Municipal Code Section 10 – 7 – 4 – C – 7.a

Motion: Commissioner Marcotte made a motion to open CDC Case No. 2021-09. Commissioner King seconded the motion.

ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Chambers, King, Marcotte, Wasowicz

Absent: Ciula, Czarnecki
A quorum was present.

Chairman Rowe opened CDC Case No. 2021-09 at 6:46 p.m.

Village Planner, Kelsey Fawell was present and sworn in by Chairman Rowe. Ms. Fawell stated a Legal Notice was published in the Bensenville Independent on April 15, 2021. Ms. Fawell stated a certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Ms. Fawell stated Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on April 12, 2021. Ms. Fawell stated on April 12, 2021 Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. Ms. Fawell stated an affidavit of mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Ms. Fawell stated the Petitioners are requesting a Variation to erect a 4' wooden picket fence in the corner side yard at 146 S Mason Street. Ms. Fawell stated the proposed fence, which is hoped to alleviate safety concerns, encroaches into the corner side yard by approximately 15'. Ms. Fawell stated the Petitioners recently received a Variation for a 20' by 20' paved parking area in 2020.

Katherine Siers, property owner, was present and sworn in by Chairman Rowe. Mrs. Siers provided an overview of the proposed fence. Ms. Siers stated it would be four feet tall and picket.

Commissioner Wasowicz asked if there would be a gate to access the rear of the home from the parking pad. Mrs. Siers stated that there will be a gate at the rear of the property.

Public Comment

Chairman Rowe asked if there was any member of the Public that would like to comment of the CDC Case. There were none.

Ms. Fawell reviewed the Findings of Fact for the proposed variance as presented in the Staff Report consisting of:

1. **Public Welfare:** The proposed Variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

Applicant's Response: Putting a fence 15 feet off the sidewalk will not endanger the health, safety, comfort, convenience, and general welfare of the public. It will, in fact, look lovely and pleasing to the eye once we add flowers and bushes.

2. **Compatible with Surrounding Character:** The proposed Variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed Variation.

Applicant's Response: We are putting in a 4 foot arched cedar picket fence. The look will fit in with the Victorian style and vintage look of the homes adjacent to ours. It will add to the quaintness of our home.

3. **Undue Hardship:** The proposed Variation alleviates an undue hardship created by the literal enforcement of this title.

Applicant's Response: Honestly, the proposed variance won't alleviate any hardship. We have a very large yard and don't want to lose too much room for backyard living. We plan on having children and the more room they have to play without running into the street is very helpful. This fence will alleviate our safety concerns.

4. **Unique Physical Attributes:** The proposed Variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

Applicant's Response: The parking pad we are putting in is 15 feet from the sidewalk (variance already granted recently). If we put the fence 30 feet from the sidewalk, the fence will meet the parking pad and partially expose our cars. Part of the agreement with the parking pad variance was to add plants to hide the cars and make it more pleasing to the eye. If we stay in line with the parking pad, it will hide the cars better and I can still add plants/flowers to hide the cars where the fence is not covering.

5. **Minimum Deviation Needed:** The proposed Variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

Applicant's Response: Since this is going to be a 4 foot arched picket fence, I do not think the 15 feet off the sidewalk is a large deviation from the regulations. If we were putting in a 5-6 foot privacy fence, then I would be the first to agree that where our yard sits in regards to the village would be an eyesore. It will still look like a quaint home in a cute village.

6. **Consistent with Ordinance and Plan:** The proposed Variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The proposed Variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village. I'm sure trying to add beauty to our home AND keep the riff raff out is in everyone's plan.

Ms. Fawell stated Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Variation to erect a fence in the corner side yard at 146 S Mason Street with the following condition:

- 1) The fence shall be in accordance with submitted plans and designs, which indicate a 4' high wooden picket fence.

There were no further questions from the Commission.

Motion: Commissioner Marcotte made a motion to close CDC Case No. 2021-09. Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, King, Marcotte, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2021-09 at 6:53 p.m.

Motion: Commissioner Wasowicz made a combined motion to approve the Findings of Fact and Approval of a Variation, Fence in Corner Side Yard. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, King, Marcotte, Wasowicz

Nays: None

All were in favor. Motion carried.

[...]

**Report from
Community
Development:**

Ms. Fawell reviewed both recent CDC cases along with upcoming cases.

ADJOURNMENT: There being no further business before the Community Development Commission, Commissioner Marcotte made a motion to adjourn the meeting. Commissioner King seconded the motion.

All were in favor. Motion carried.

The meeting was adjourned at 7:06 p.m.

Ronald Rowe, Chairman
Community Development Commission

TYPE:Ordinance**SUBMITTED BY:**K. Fawell**DEPARTMENT:**CED**DATE:**05.25.21**DESCRIPTION:**

Ordinance Granting a Special Use Permit to Operate a Day Care Center at 227 W. Grand Avenue, Bensenville, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

1. The Petitioner, Davinci Academy Child Development Center, is applying for a Special Use Permit to operate a childcare facility at 227 West Grand Avenue.

KEY ISSUES:

1. This property has historically been utilized as a daycare center, having been granted Special Use Permits in 2009 (Safari Childcare) and 2019 (Scholar's World Childcare & Learning Center).
2. The Petitioner currently operates two other early childhood education facilities, one in Belvidere and one in Streamwood.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

1. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Special Use Permit for a Day Care Center at 227 West Grand Avenue with the following conditions:
 1. The Special Use Permit be granted solely to Davinci Academy Child Development Center and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit; and
 2. If the Applicant offers services for children 2 ½ years of age or younger (more than 5, but less than 100), an exit door (from classroom) directly to the exterior is required; and
 3. Before a Certificate of Occupancy can be issued, the Village needs to receive documentation of such State and County approvals and licenses; and
 4. Day care tenant will need to provide, on a semi-annual schedule, documentation that the sanitary sewer has been rodded and is in good working condition.
2. At their 05.04.21 Public Hearing, the Community Development Commission voted unanimously (5-0) to recommend approval of the Special Use Permit request with the above conditions.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of an Ordinance Granting a Special Use Permit to Operate a Day Care Center at 227 W Grand Avenue, Bensenville, Illinois.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Ordinance	5/18/2021	Ordinance
Case Cover Page	5/17/2021	Cover Memo
Aerial & Zoning Exhibits	5/17/2021	Backup Material
Legal Notice	5/17/2021	Backup Material
Application	5/17/2021	Backup Material
Staff Report	5/17/2021	Executive Summary
Floor Plans	5/17/2021	Backup Material
Plat of Survey	5/17/2021	Backup Material
Draft CDC Minutes	5/17/2021	Backup Material

ORDINANCE # _____

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
TO ALLOW A DAY CARE CENTER AT
227 WEST GRAND AVENUE, BENSENVILLE, ILLINOIS**

WHEREAS, Emin Tuluce, 207 Grand LLC, (“Owner”) of 977 N Oaklawn Ave, Suite 109, Elmhurst, IL 60126 and DaVinci Academy CDC, LLC (“Applicant”) of 227 W Grand Avenue, Bensenville, IL 60106 filed an application for Special Use Permit, Day Care Center, Municipal Code Section 10-7-2-1 of the Bensenville Village Zoning Ordinance (“Zoning Ordinance”), for the property located at 227 West Grand Avenue, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the Special Use Permit sought by the Applicant was published in the Bensenville Independent on Thursday, April 15, 2021 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property on Monday, April 12, 2021, and via First Class mail to taxpayers of record within 250 feet of the Subject Property on Monday, April 12, 2021, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on May 4, 2021, as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, after hearing the application, the Community Development Commission agreed with the findings of fact submitted by the Applicant, recommending approval of the Special Use Permit, Day Care Center, Municipal Code Section 10-7-2-1, and thereafter, voted

unanimously (5-0) to recommend approval with conditions of the Special Use Permit and forwarded its recommendations, including the Staff Report and findings relative to the Special Use Permit, to the President and Board of Village Trustees, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested Special Use Permit, Day Care Center, Municipal Code Section 10-7-2-1, as recommended by the Community Development Commission to allow the Special Use Permit, is consistent with the Zoning Ordinance.

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

Section 1. That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. That the Subject Property is currently zoned under the Zoning Ordinance as C-2 Commercial District, which zoning classification shall remain in effect subject to the Variation approved herein.

Section 3. That the Staff Report and Recommendations to approve the Special Use Permit, Day Care Center, sought by the Applicant, as allowed by the Zoning Ordinance, Section 10-7-2-1, as adopted by the Community Development Commission as shown in Exhibit "B", is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said Special Use Permit is proper and necessary.

Section 4. That the Special Use Permit, as sought by the Applicant of the Subject Property, to allow a Day Care Center is hereby approved with the following conditions:

1. The Special Use Permit be granted solely to Davinci Academy Child Development Center and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and, in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit; and
2. If the Applicant offers services for children 2 ½ years of age or younger (more than 5, but less than 100), an exit door (from classroom) directly to the exterior is required; and
3. Before a Certificate of Occupancy can be issued, the Village needs to receive documentation of such State and County approvals and licenses; and
4. Day care tenant will need to provide, on a semi-annual schedule, documentation that the sanitary sewer has been rodded and is in good working condition.

Section 5. That all requirements of the Zoning Ordinance shall be applicable except as allowed by the Special Use Permit granted herein.

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

Section 7. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 25th day of May 2021, pursuant to a roll call vote, as follows:

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # ____ - 2021
Exhibit “A”

The Legal Description is as follows:

OF THE EASTERLY 579.00 FEET AS MEASURED ALONG THE NORTHERLY LINE THEREOF (EXCEPT THE EASTERLY 414.00 FEET AS MEASURED ALONG THE NORTHERLY LINE THEREOF) OF LOT 4 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT NUMBER R77-102033, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 217 W Grand Avenue, Bensenville, IL 60106.

Ordinance # ____ - 2021
Exhibit “B”
Findings of Fact

Ms. Fawell reviewed the Findings of Fact for the proposed special use as presented in the Staff Report consisting of:

1. **Public Welfare:** The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.

Applicant’s Response: Our proposed use, Childcare, will not endanger the health, safety, comfort, convenience and general welfare of the public. Quite the contrary, our services will improve safety, comfort, convenience and general welfare of the public and residences of Village of Bensenville. We will provide peace in mind for parents who work in full time jobs.

2. **Neighborhood Character:** The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.

Applicant’s Response: We will be located at 227 W Grand Avenue which is part of the retail establishment commonly known as Bensenville Plaza. The use as childcare is compatible in retail settings.

3. **Orderly Development:** The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use.

Applicant’s Response: Our proposed use, Childcare, will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use. Quite the contrary, our services will improve the area. Surrounding retail, office, industrial and residential improvements will enjoy the safe, healthy and secure childcare services we will be providing.

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

Applicant's Response: Our use, Childcare, will not demand any changes on utilities, roads, drainage, nor will be a burden on utilities, roads and/or drainage.

5. **Consistent with Title and Plan:** The proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: Subject property is in C-2 zoning in retail setting. Childcare use is perfect fit for this site. Subject site has no retail exposure to Grand Avenue and suffers from being located in the back of the lot. However this is an advantage for our Childcare use. We would not want to be directly on heavy and fast traffic for safety purposes.

Ms. Fawell stated Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Special Use Permit for a Day Care Center at 227 West Grand Avenue with the following conditions:

- 1) The Special Use Permit be granted solely to Davinci Academy Child Development Center and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit; and
- 2) Children 2 ½ years of age or younger (more than 5, but less than 100) – exit door (from classroom) directly to the exterior is required;
- 3) Before a Certificate of Occupancy can be issued, the Village needs to receive documentation of such State and County approvals and licenses; and
- 4) Day care tenant will need to provide, on a semi-annual schedule, documentation that the sanitary sewer has been rodded and is in good working condition.

There were no further questions from the Commission.

Motion: Commissioner Marcotte made a motion to close CDC Case No. 2021-10. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, King, Marcotte, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2021-10 at 7:04 p.m.

Motion: Commissioner Marcotte made a combined motion to approve the Findings of Fact and Approval of a Special Use Permit, Day Care Center.
Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, King, Marcotte, Wasowicz

Nays: None

All were in favor. Motion carried.

Ronald Rowe, Chairman
Community Development Commission



BENSENVILLE

COMMUNITY DEVELOPMENT COMMISSION

Public Hearing 05.04.21

CDC Case #2021 – 10

Davinci Academy Child Development Center, LLC
227 W Grand Avenue

Special Use Permit, Day Care Center
Municipal Code Section 10 – 7 – 2 – 1

1. Aerial Photograph & Zoning Map of Subject Property
2. Legal Notice
3. Application
4. Staff Report & Exhibits
5. Plans





Village of Bensenville

227 W Grand Av

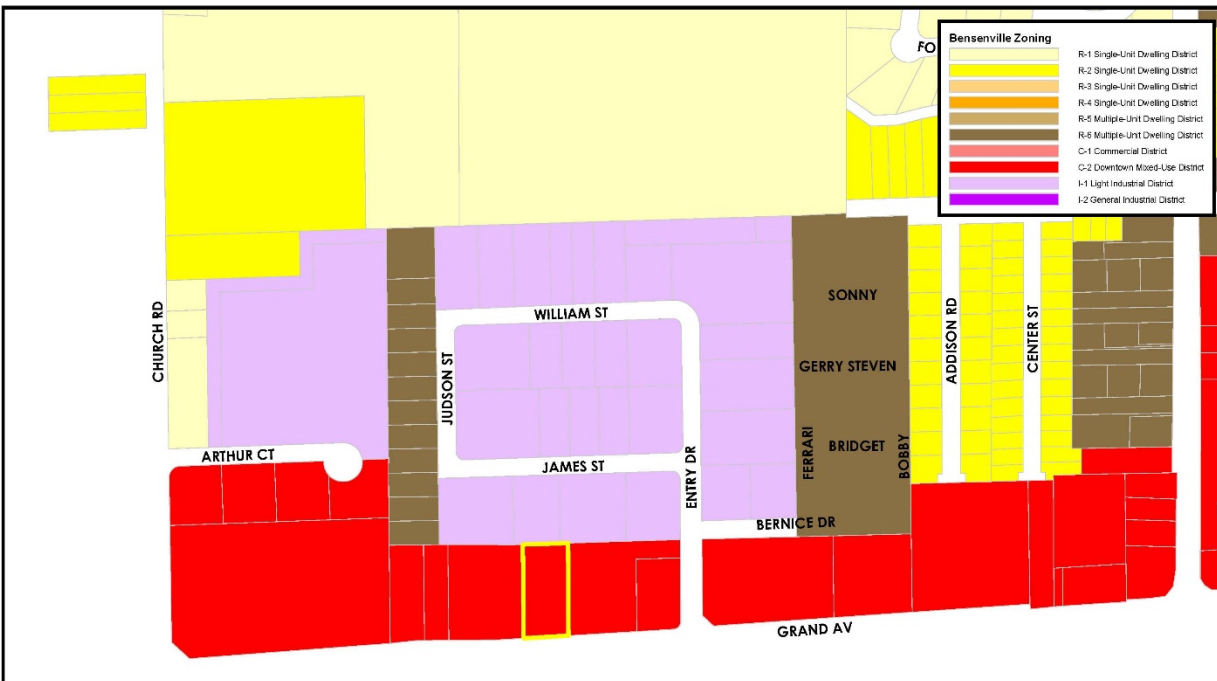


Date: 1/11/2019



Village of Bensenville

Zoning Map



Date: 1/11/2019

**LEGAL NOTICE/PUBLIC NOTICE
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Meeting of the Community Development Commission of the Village of Bensenville, DuPage and Cook Counties, will be held on Tuesday, May 4, 2021 at 6:30 P.M., at which a Public Hearing will be held to review case No. 2021 - 10 to consider a request for:

Special Use Permit, Daycare Center
Municipal Code Section 10 – 7 – 2 – 1;

at 227 W Grand Avenue in an existing C – 2 Commercial District. The Public Hearing will be held in the Village Board Room at Village Hall, 12 S. Center Street, Bensenville.

The Legal Description is as follows:

OF THE EASTERLY 579.00 FEET AS MEASURED ALONG THE NORTHERLY LINE THEREOF (EXCEPT THE EASTERLY 414.00 FEET AS MEASURED ALONG THE NORTHERLY LINE THEREOF) OF LOT 4 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT NUMBER R77-102033, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 217 W Grand Avenue, Bensenville, IL 60106.

Emin Tuluze, 207 Grand LLC, of 977 N Oaklawn Ave, Suite 109, Elmhurst, IL 60126 is the owner and DaVinci Academy CDC, LLC of 227 W Grand Avenue, Bensenville, IL 60106 is the applicant for the subject property.

Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Bensenville should contact the Village Clerk, Village of Bensenville, 12 S. Center St., Bensenville, IL 60106, (630) 766-8200, at least three (3) days in advance of the meeting.

Applicant's application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend the Public Hearing and be heard. Interested parties are encouraged to attend the Public Hearing via electronic means. Directions for electronic attendance and participation will be posted on the Village website at least 48 hours prior to the meeting date. Written comments mailed to Village Hall, and online comments submitted on the Village website, will be accepted by the Community and Economic Development Department through May 4, 2021 until 5:00 P.M

Office of the Village Clerk
Village of Bensenville

**TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT
April 15, 2021**

For Office Use Only		
Date of Submission: 4/12/21	MUNIS Account #: 10855	CDC Case #: 2021-10

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 227 W Grand Ave. Bensenville, IL. 60126

Property Index Number(s) (PIN): 03-26-208-008-0000

A. PROPERTY OWNER:

207 Grand, Ave , LLC		
Name	Corporation (if applicable)	
977 N. Oaklawn Ave. Suite 109		
Street		
Elmhurst	IL	60126
City	State	Zip Code
Emin Tuluce	773-983-8552	etuluce@sevenhillgroup.com
Contact Person	Telephone Number	Email Address

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

B. APPLICANT: ☐ Check box if same as owner

DAVINCI ACADEMY CDC, LLC		
Name	Corporation (if applicable)	
227 W. Grand Ave.		
Street		
Bensenville	IL	60106
City	State	Zip Code
Annalisa Tuluce	773-230-6531	annalisatuluce@gmail.com
Contact Person	Telephone Number	Email Address

B. ACTION REQUESTED (Check applicable):

- ☐ Site Plan Review
- ☒ Special Use Permit
- ☐ Variation
- ☐ Administrative Adjustment
- ☐ Zoning Text or Map Amendment
- ☐ Zoning Appeal
- ☐ Plat of Subdivision
- ☐ Annexation
- ☐ Planned Unit Development*

*See Staff for additional information on PUD requests

SUBMITTAL REQUIREMENTS:

- ☐ Affidavit of Ownership** (signed/notarized)
- ☐ Application**
- ☐ Approval Standards**
- ☐ Plat of Survey/Legal Description
- ☐ Site Plan
- ☐ Building Plans & Elevations
- ☐ Engineering Plans
- ☐ Landscape Plan
- ☐ Tree Preservation and Removal Plan
- ☐ Application Fees
- ☐ Fees agreement**

**Item located within this application packet.

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

DaVinci Academy Child Development Centers is seeking a Special Use Permit to operate Childcare Center at subject property.

C. PROJECT DATA:

1. General description of the site: Free standing building part of Bensenville Commons
2. Acreage of the site: 57,935 sf Building Size (if applicable): 7,800 sf
3. Is this property within the Village limits? (Check applicable below)
☒ Yes
☐ No, requesting annexation
☐ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.
4. List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)

Municipal Code

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	C-2	Commercial	Bensenville
North:	I-I	Residential/Light Industrial	Bensenville
South:	C-3	Commercial/Car dealer	Elmhurst
East:	C-2	Office	Bensenville
West:	C-2	Retail	Bensenville

D. APPROVAL STANDARDS:

The applicant must compose a letter describing how the request(s) specifically meets the individual criteria from the appropriate Approval Standards, found in Village Code and on the following pages. The CDC will be unable to recommend approval of a request without a response to the pertinent "Approval Standards."

STAFF REPORT

HEARING DATE: May 4, 2021
CASE #: 2021 – 10
PROPERTY: 227 W Grand Avenue
PROPERTY OWNER: 207 Grand, LLC
APPLICANT: Davinci Academy Child Development Center
SITE SIZE: 1.33 AC
BUILDING SIZE: 7,800 SF
PIN NUMBER: 03-26-208-008
ZONING: C-2 Commercial District
REQUEST: Special Use Permit, Day Care Center
Municipal Code Section 10 – 7 – 2 – 1

PUBLIC NOTICE:

1. A Legal Notice was published in the Bensenville Independent on Thursday, April 15, 2021. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on Monday, April 12, 2021.
3. On Monday, April 12, 2021, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Petitioner, Davinci Academy Child Development Center, is applying for a Special Use Permit to operate a childcare facility at 227 West Grand Avenue. This property has historically been utilized as a daycare center, having been granted Special Use Permits in 2009 (Safari Childcare) and 2019 (Scholar's World Childcare & Learning Center). The Petitioner currently operates two other early childhood education facilities, one in Belvidere and one in Streamwood.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	C – 2	Commercial	Local Commercial	Village of Bensenville
North	I – 1	Industrial	Industrial	Village of Bensenville
South	C – 3	Commercial	General Commercial	City of Elmhurst
East	C – 2	Commercial	Local Commercial	Village of Bensenville
West	C – 2	Commercial	Local Commercial	Village of Bensenville

DEPARTMENT COMMENTS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

Finance:

- 1) No comments.

Police:

- 1) No objections.

Engineering and Public Works:

Public Works:

- 1) No comments.

Engineering:

- 1) No comments.

Community & Economic Development:

Economic Development:

- 1) Fills a vacancy in a non-traditional retail/commercial space.
- 2) Fills a presumed need for area residents.
- 3) Supports other business within the shopping center.

Fire Safety:

- 1) Classrooms will need exterior exits.
- 2) If the kitchen is being upgraded with a commercial stove, an Ansul system will need to be added for fire protection.

Building:

- 1) Any alteration work will require a permit.
- 2) Based off of information provided by the Applicant, this use is an E occupancy. International Building Code Chapter 3. 2) Children 2 ½ years of age or younger (more than 5, but less than 100) – exit door (from classroom) directly to the exterior is required

- 3) An occupant load needs to be provided, broken down between children and staff.
 - a. Applicant has provided the following information: Final occupancy shall be determined by DCFS but previously was approved for about 100 kids (20 of those would be infants) and about 20 staff.
- 4) Appears a stove will be added, DuPage County Health Dept. approval of the plans is required.
- 5) If cooking on site, a grease trap is required.
- 6) This is a comment from the previous day care tenant. "Day care tenant will need to provide this office, on a semi-annual schedule documentation that the sanitary sewer has been rodded and is in good working condition."
- 7) Before a Certificate of Occupancy can be issued, the Village needs to receive documentation of state and county approvals and licenses.

Planning:

- 1) The 2015 Comprehensive Plan indicates "Local Commercial" for this property.
- 2) The current zoning is C – 2 Commercial District.
- 3) This property has historically been utilized as a daycare center, having been granted Special Use Permits in 2009 (Safari Childcare) and 2019 (Scholar's World Childcare & Learning Center).
 - a. The previous occupants, Scholar's World Childcare & Learning Center, vacated the property and the use has been deemed abandoned per standards set forth in the Village Zoning Ordinance. This is why the Applicant is required to request a new Special Use Permit for the property.
- 4) The Village Zoning Ordinance does not have any specific use standards applied to Day Care Centers.

APPROVAL STANDARDS FOR SPECIAL USES:

- 1) **Public Welfare:** The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.

Applicant's Response: Our proposed use, Childcare, will not endanger the health, safety, comfort, convenience and general welfare of the public. Quite the contrary, our services will improve safety, comfort, convenience and general welfare of the public and residences of Village of Bensenville. We will provide peace in mind for parents who work in full time jobs.

- 2) **Neighborhood Character:** The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.

Applicant's Response: We will be located at 227 W Grand Avenue which is part of the retail establishment commonly known as Bensenville Plaza. The use as childcare is compatible in retail settings.

- 3) **Orderly Development:** The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use.

Applicant's Response: Our proposed use, Childcare, will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use. Quite the contrary, our services will improve the area. Surrounding retail, office, industrial and residential improvements will enjoy the safe, healthy and secure childcare services we will be providing.

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

Applicant's Response: Our use, Childcare, will not demand any changes on utilities, roads, drainage, nor will be a burden on utilities, roads and/or drainage.

- 5) **Consistent with Title and Plan:** The proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: Subject property is in C-2 zoning in retail setting. Childcare use is perfect fit for this site. Subject site has no retail exposure to Grand Avenue and suffers from being located in the back of the lot. However this is an advantage for our Childcare use. We would not want to be directly on heavy and fast traffic for safety purposes.

Special Use Permit Approval Standards	Meets Standard	
	<i>Yes</i>	<i>No</i>
1. Public Welfare	X	
2. Neighborhood Character	X	
3. Orderly Development	X	
4. Use of Public Services and Facilities	X	
5. Consistent with Title and Plan	X	

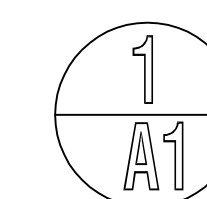
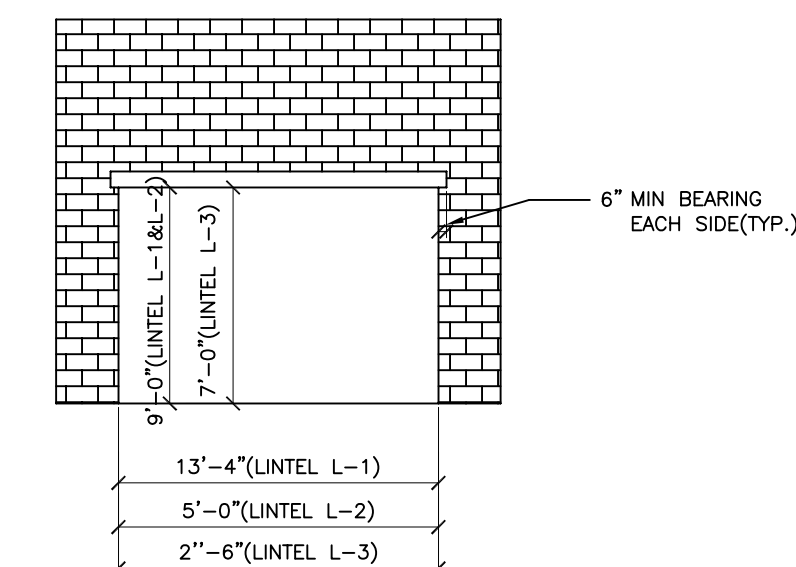
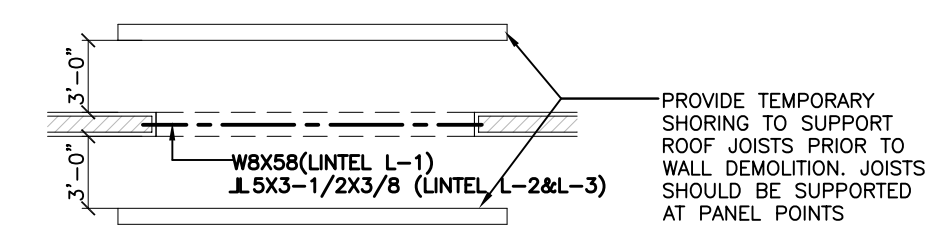
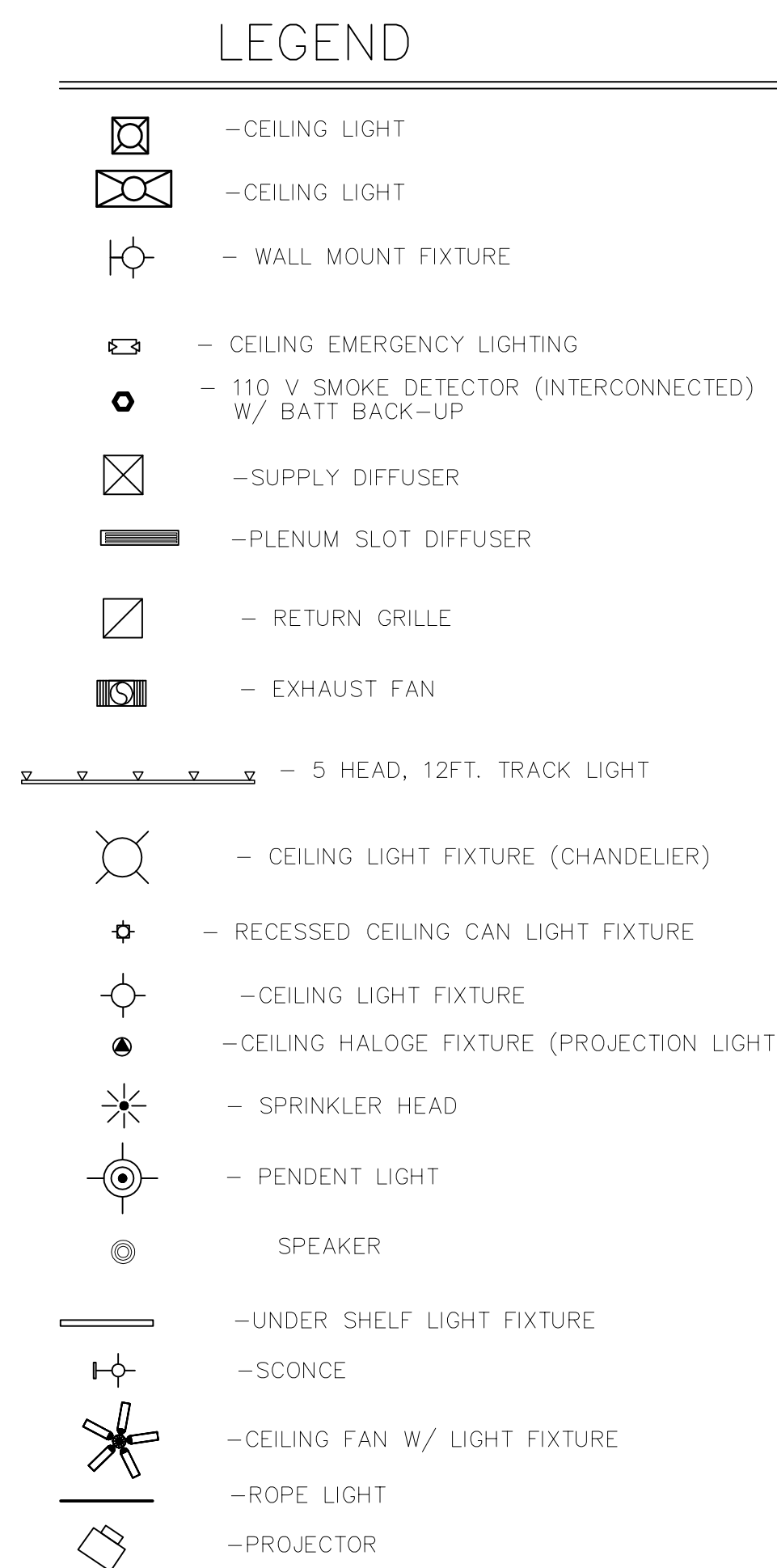
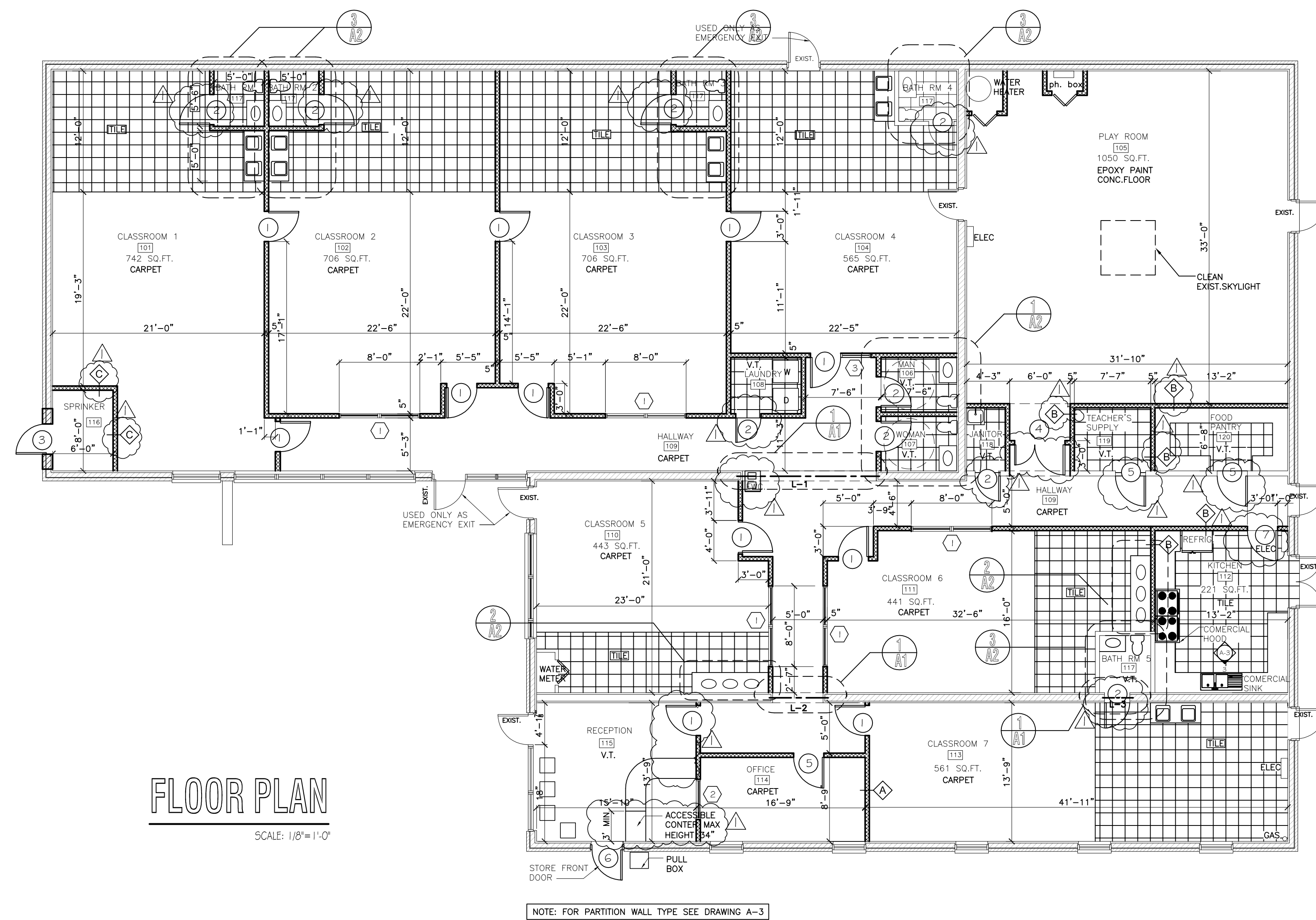
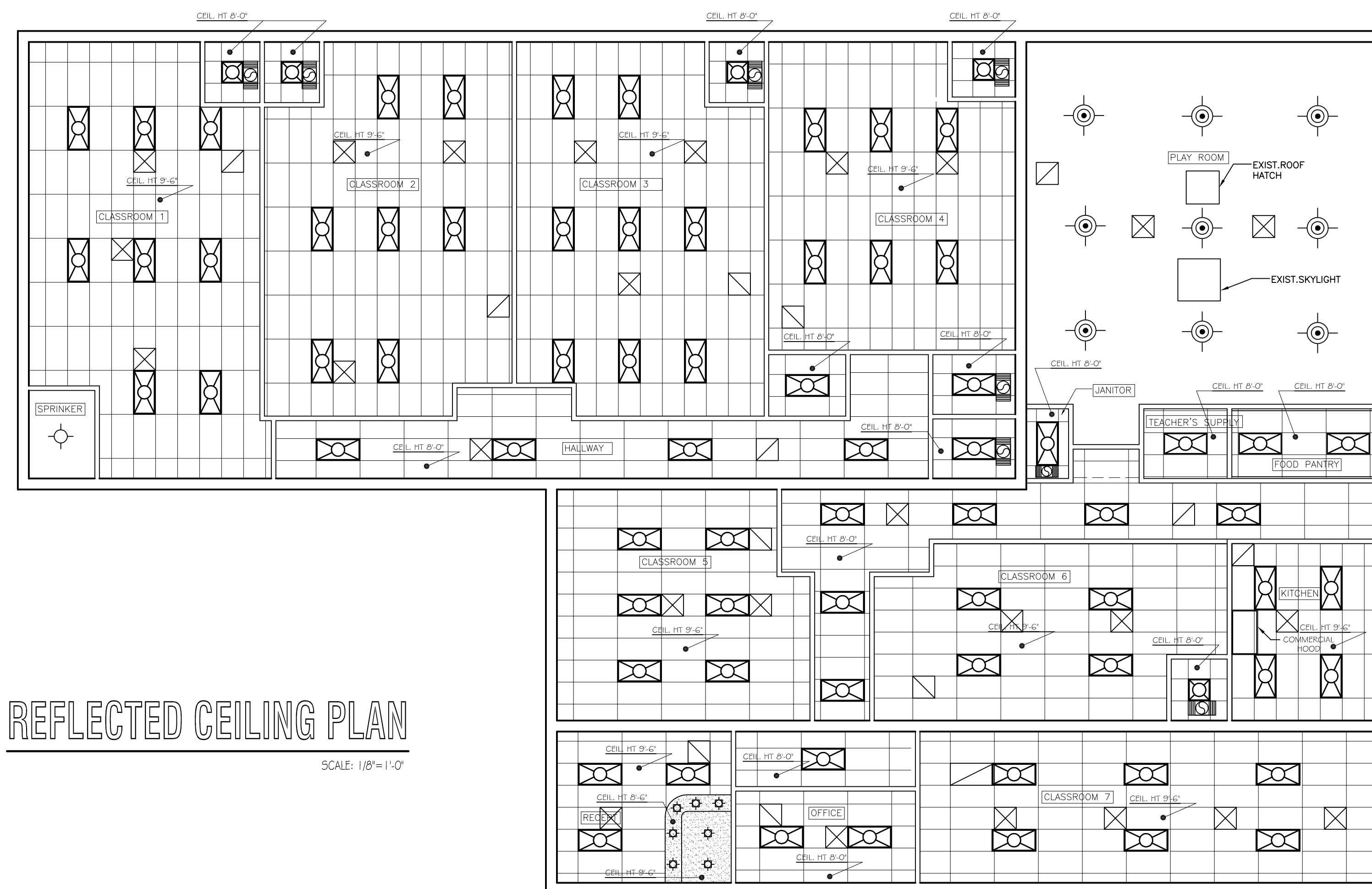
RECOMMENDATIONS:

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Special Use Permit for a Day Care Center at 227 West Grand Avenue with the following conditions:

- 1) The Special Use Permit be granted solely to Davinci Academy Child Development Center and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit; and
- 2) Children 2 ½ years of age or younger (more than 5, but less than 100) – exit door (from classroom) directly to the exterior is required; and
- 3) Before a Certificate of Occupancy can be issued, the Village needs to receive documentation of such State and County approvals and licenses; and
- 4) Day care tenant will need to provide, on a semi-annual schedule, documentation that the sanitary sewer has been rodded and is in good working condition.

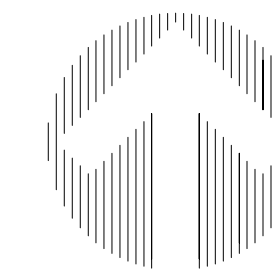
Respectfully Submitted,

Department of Community & Economic Development



WALL OPENING PLAN & ELEVATION

N.T.S



I hereby certify that these drawings/documents were prepared under my direct supervision and to the best of my knowledge conform to the applicable building and zoning codes of the Village Of Bensenville, State of IL

Jamshid Jahedi:

Expires:	11/30/2009
----------	------------

[illegible]

DESIGN: James Liu

DRAW: James Liu

CHECK: Jamshid Jahedi

DATE: 05/22/09

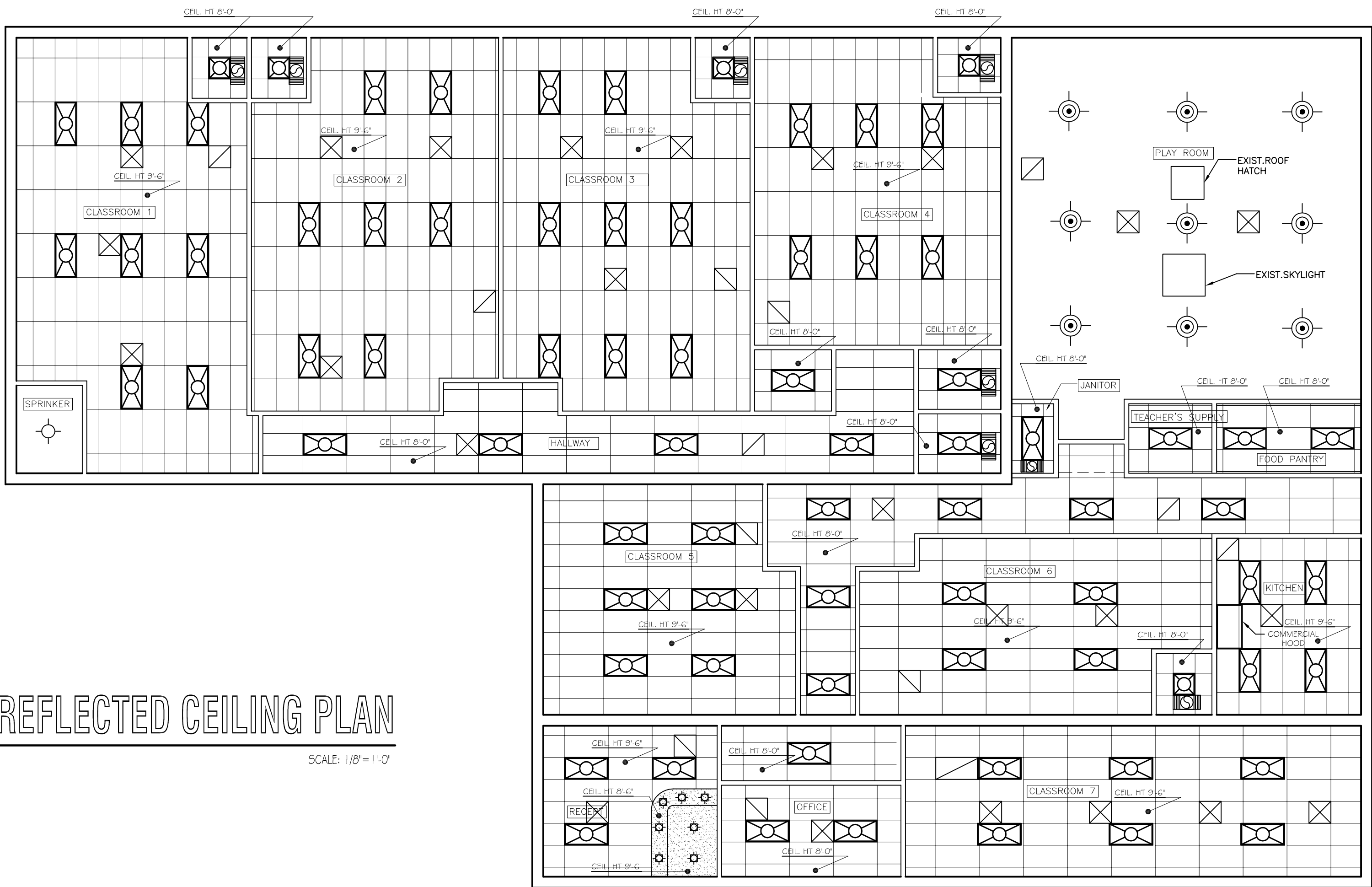
SCALE: 1/8" = 1'-0"

FILE No: C903520

SHEET TITLE:
FLOOR &
REFLECTED
CEILING PLAN

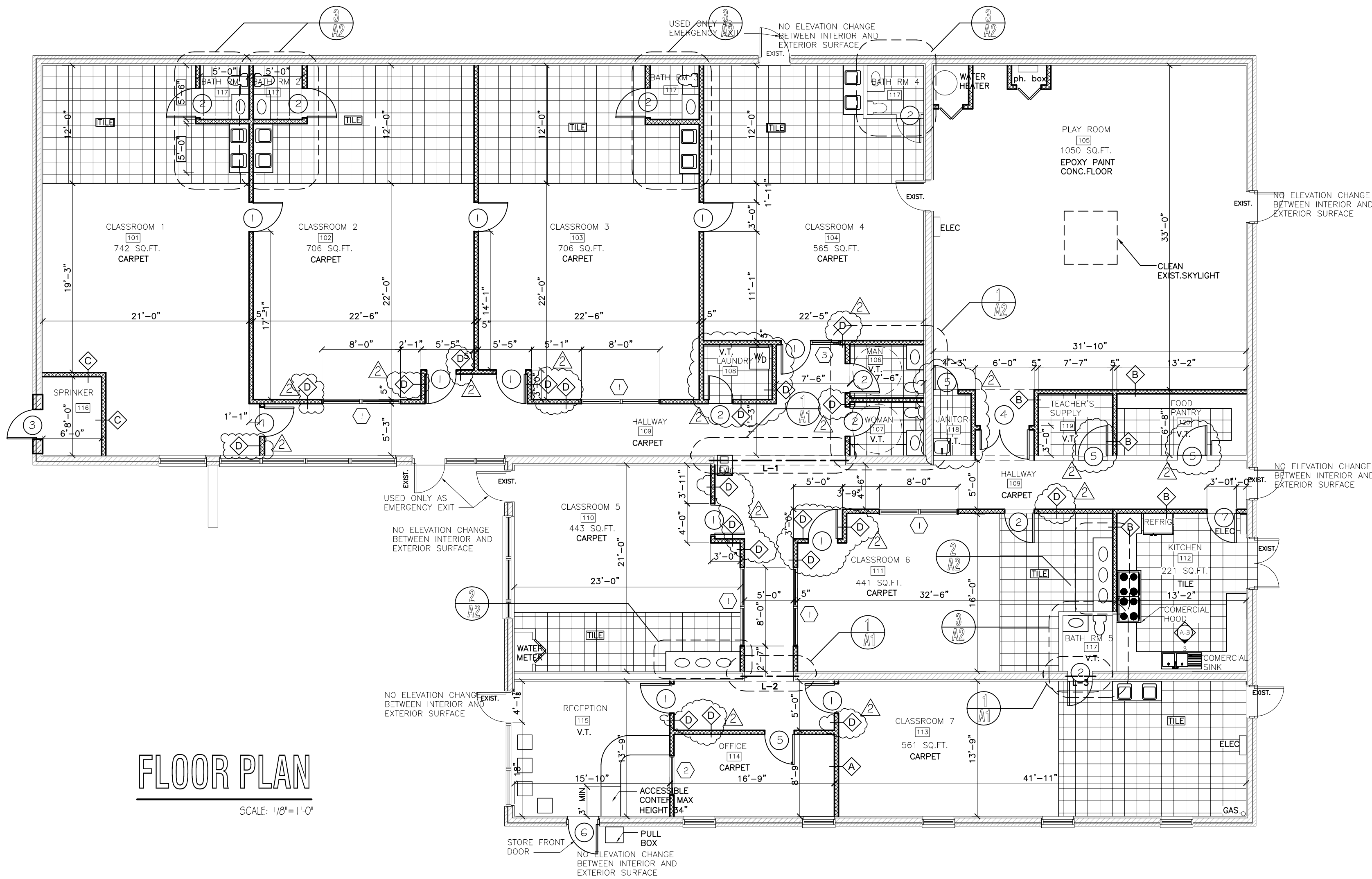
SHEET No:

A-1



REFLECTED CEILING PLAN

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



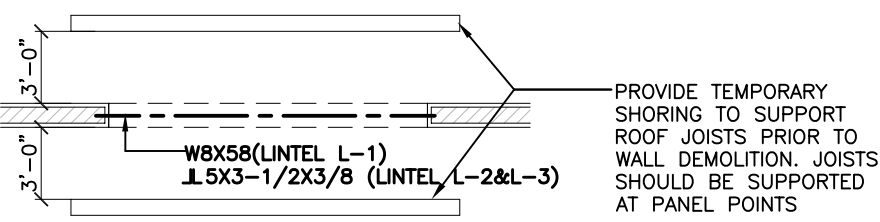
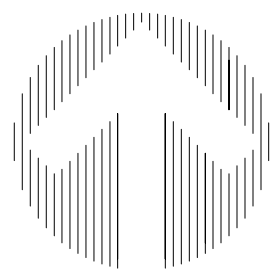
FLOOR PLAN

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

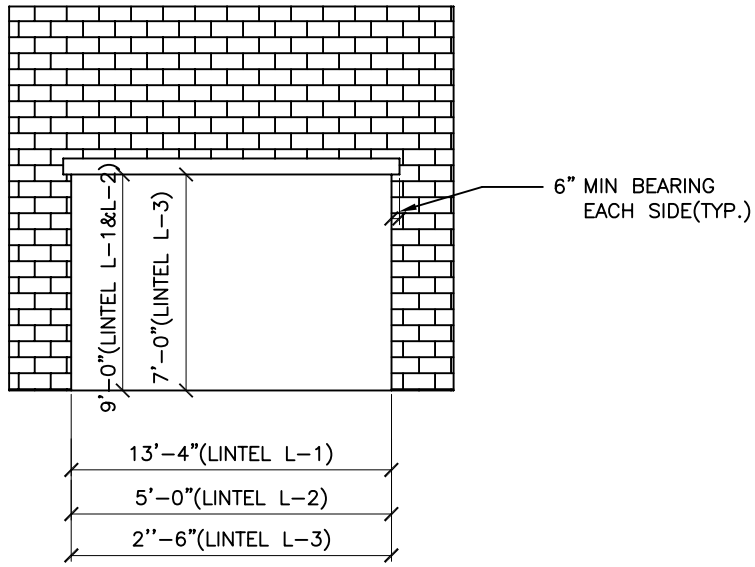
NOTE: FOR PARTITION WALL TYPE SEE DRAWING A-3

LEGEND

- CEILING LIGHT
- CEILING LIGHT
- WALL MOUNT FIXTURE
- CEILING EMERGENCY LIGHTING
- 110 V SMOKE DETECTOR (INTERCONNECTED) W/ BATT BACK-UP
- SUPPLY DIFFUSER
- PLENUM SLOT DIFFUSER
- RETURN GRILLE
- EXHAUST FAN
- 5 HEAD, 12FT. TRACK LIGHT
- CEILING LIGHT FIXTURE (CHANDELIER)
- RECESSED CEILING CAN LIGHT FIXTURE
- CEILING LIGHT FIXTURE
- CEILING HALOGE FIXTURE (PROJECTION LIGHT)
- SPRINKLER HEAD
- PENDENT LIGHT
- SPEAKER
- UNDER SHELF LIGHT FIXTURE
- SCONCE
- CEILING FAN W/ LIGHT FIXTURE
- ROPE LIGHT
- PROJECTOR



PLAN



ELEVATION

1
A1

WALL OPENING PLAN & ELEVATION

N.T.S

I hereby certify that these drawings/documents were prepared under my direct supervision and to the best of my knowledge conform to the applicable building and zoning codes of the Village Of Bensenville, State of IL
Jamshid Jahedi:

Expires: 11/30/2010

REVISIONS:	DESCRIPTION	DATE
1	Per City Comments:	05/22/09
2	Per City Comments:	07/27/09

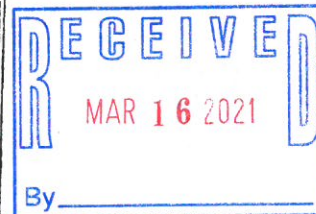
DESIGN:	James Liu
DRAW:	James Liu
CHECK:	Jamshid Jahedi

DATE:	07/27/09
SCALE:	1/8" = 1'-0"
FILE No:	C903520

SHEET TITLE:	FLOOR & REFLECTED CEILING PLAN
--------------	--------------------------------

SHEET No:	A-1
-----------	-----

OF THE EASTERLY 579.00 FEET AS MEASURED ALONG THE NORTHERLY LINE THEREOF (EXCEPT THE EASTERLY 579.00 FEET AS MEASURED ALONG THE NORTHERLY LINE THEREOF) OF 10'-4" IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11E, SECTION OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7 1977 AS DOCUMENT NUMBER R77-102033 IN DECATUR COUNTY, ILLINOIS.



PARCEL AREA:
57,949.416 SQ. FT.
1.330 AC

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

MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

May 4, 2021

CALL TO ORDER: The meeting was called to order by Chairman Rowe at 6:30p.m.

ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Chambers, King, Marcotte, Wasowicz
Absent: Ciula, Czarnecki
A quorum was present.

STAFF PRESENT: K. Fawell, K. Pozsgay, C. Williamsen

JOURNAL OF PROCEEDINGS: The minutes of the Community Development Commission Meeting of the April 6, 2021 were presented.

Motion: Commissioner Wasowicz made a motion to approve the minutes as presented. Commissioner King seconded the motion.

All were in favor. Motion carried.

Senior Village Planner, Kurtis Pozsgay and Village Planner, Kelsey Fawell, were present and sworn in by Chairman Rowe.

PUBLIC COMMENT: There was no Public Comment.

[...]

Public Hearing: CDC Case Number 2021-10
Petitioner: Davinci Academy Child Development Center
Location: 227 West Grand Avenue
Request: Special Use Permit, Day Care Center
Municipal Code Section 10 – 7 – 2 – 1

Motion: Commissioner Wasowicz made a motion to open CDC Case No. 2021-10. Commissioner Marcotte seconded the motion.

ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Chambers, King, Marcotte, Wasowicz

Absent: Ciula, Czarnecki
A quorum was present.

Chairman Rowe opened CDC Case No. 2021-10 at 6:55 p.m.

Village Planner, Kelsey Fawell was present and sworn in by Chairman Rowe. Ms. Fawell stated a Legal Notice was published in the Bensenville Independent on April 15, 2021. Ms. Fawell stated a certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Ms. Fawell stated Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on April 12, 2021. Ms. Fawell stated on April 12, 2021 Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. Ms. Fawell stated an affidavit of mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Ms. Fawell stated the Petitioner, Davinci Academy Child Development Center, is applying for a Special Use Permit to operate a childcare facility at 227 West Grand Avenue. Ms. Fawell stated this property has historically been utilized as a daycare center, having been granted Special Use Permits in 2009 (Safari Childcare) and 2019 (Scholar's World Childcare & Learning Center). Ms. Fawell stated the Petitioner currently operates two other early childhood education facilities, one in Belvidere and one in Streamwood.

Tanisha Burnside and Annalisa Tuluze, business owners, were present and sworn in by Chairman Rowe. Ms. Burnside provided an overview of the Day Care. Ms. Burnside stated the ages will range from six weeks old to twelve years old. Ms. Burnside stated she has over twelve years of experience in the field. Mrs. Tuluze stated she owns other day care facilities as well.

Commissioner Wasowicz asked if there would be a gate to access the rear of the home from the parking pad. Mrs. Siers stated that there will be a gate at the rear of the property.

Public Comment

Chairman Rowe asked if there was any member of the Public that would like to comment of the CDC Case. There were none.

Ms. Fawell reviewed the Findings of Fact for the proposed special use as presented in the Staff Report consisting of:

1. **Public Welfare:** The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.

Applicant's Response: Our proposed use, Childcare, will not endanger the health, safety, comfort, convenience and general welfare of the public. Quite the contrary, our services will improve safety, comfort, convenience and general welfare of the public and residences of Village of Bensenville. We will provide peace in mind for parents who work in full time jobs.

2. **Neighborhood Character:** The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.

Applicant's Response: We will be located at 227 W Grand Avenue which is part of the retail establishment commonly known as Bensenville Plaza. The use as childcare is compatible in retail settings.

3. **Orderly Development:** The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use.

Applicant's Response: Our proposed use, Childcare, will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use. Quite the contrary, our services will improve the area. Surrounding retail, office, industrial and residential improvements will enjoy the safe, healthy and secure childcare services we will be providing.

4. **Use of Public Services and Facilities:** The proposed special use will not require utilities, access roads, drainage and/or other facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor

generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

Applicant's Response: Our use, Childcare, will not demand any changes on utilities, roads, drainage, nor will be a burden on utilities, roads and/or drainage.

5. **Consistent with Title and Plan:** The proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: Subject property is in C-2 zoning in retail setting. Childcare use is perfect fit for this site. Subject site has no retail exposure to Grand Avenue and suffers from being located in the back of the lot. However this is an advantage for our Childcare use. We would not want to be directly on heavy and fast traffic for safety purposes.

Ms. Fawell stated Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Special Use Permit for a Day Care Center at 227 West Grand Avenue with the following conditions:

- 1) The Special Use Permit be granted solely to Davinci Academy Child Development Center and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit; and
- 2) Children 2 ½ years of age or younger (more than 5, but less than 100) – exit door (from classroom) directly to the exterior is required;
- 3) Before a Certificate of Occupancy can be issued, the Village needs to receive documentation of such State and County approvals and licenses; and

- 4) Day care tenant will need to provide, on a semi-annual schedule, documentation that the sanitary sewer has been rodded and is in good working condition.

Motion: There were no further questions from the Commission.
Commissioner Marcotte made a motion to close CDC Case No. 2021-10. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, King, Marcotte, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2021-10 at 7:04 p.m.

Motion: Commissioner Marcotte made a combined motion to approve the Findings of Fact and Approval of a Special Use Permit, Day Care Center. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, King, Marcotte, Wasowicz

Nays: None

All were in favor. Motion carried.

**Report from
Community
Development:**

Ms. Fawell reviewed both recent CDC cases along with upcoming cases.

ADJOURNMENT: There being no further business before the Community Development Commission, Commissioner Marcotte made a motion to adjourn the meeting. Commissioner King seconded the motion.

All were in favor. Motion carried.

The meeting was adjourned at 7:06 p.m.

Ronald Rowe, Chairman
Community Development Commission

DRAFT

TYPE:Ordinance**SUBMITTED BY:**K. Fawell**DEPARTMENT:**CED**DATE:**05.25.21**DESCRIPTION:**

Ordinance Amending Chapter Seven of Title Ten (Zoning) of the Bensenville Village Code for the Purpose of Accessory Retail Use and Swimming Pools Regulations

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

1. The Village of Bensenville is respectfully seeking approval of various text amendments to the 2019 Village Ordinance (Title 10 of the Village Code).

KEY ISSUES:

The proposed amendments are as follows:

1. Updating the use standards for swimming pools (Section 10-7-4-C.24) so that the correct external applicable codes are referenced. The proposed amendment will not be altering current code standards pertinent to swimming pools.
2. Add a use standard to Retail Goods Establishments (Section 10-7-3.AA) allowing retail sales as an accessory use in industrial and commercial districts. The Use Table (Section 10-7-2-1) will be updated to reference the new section created by this amendment.
 1. Limited retail sales are allowed as an accessory use in commercial and industrial districts provided the following conditions are met:
 1. They are customarily found in conjunction with the subject principal use or principal structure;
 2. They are subordinate and clearly incidental to the principal use of the property; and
 3. They serve a necessary function for or contribute to the comfort, safety, or convenience of occupants of the principal use.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

1. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Text Amendments to the Municipal Code Section Title 10 (Zoning Ordinance), Chapter 7 (Uses).
2. At their 05.04.21 Public Hearing, the Community Development Commission voted unanimously (5-0) to recommend approval of the Zoning Text Amendments.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of an Ordinance Amending Chapter Seven of Title Ten (Zoning) of the Bensenville Village Code for the Purpose of Accessory Retail Use and Swimming Pools Regulations.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Ordinance	5/17/2021	Ordinance
Case Cover Page	5/17/2021	Cover Memo
Legal Notice	5/17/2021	Backup Material
Application	5/17/2021	Backup Material
Staff Report	5/17/2021	Executive Summary
Supplementary Staff Document	5/17/2021	Backup Material
Draft CDC Minutes	5/17/2021	Backup Material

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES,
ILLINOIS AMENDING TITLE 10 SECTION 7
(ZONING ORDINANCE), VILLAGE CODE**

WHEREAS, the Village of Bensenville (hereinafter the “Village”) is a duly organized and existing Illinois municipality pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the Village of Bensenville is authorized and empowered, under the Municipal Code and the Code of Ordinances of the Village of Bensenville, to regulate properties located within the municipal boundaries of the Village; and

WHEREAS, in furtherance of this authorization, the Village of Bensenville has adopted a Zoning Ordinance, which regulations are set forth in Title 10 of the Village Code; and

WHEREAS, upon review, Village staff has filed an application for recommended Text Amendments with the Community and Economic Development Department, as applicant, to Add Applicable External Codes to Swimming Pools, Section 10 – 7 – 4 – C – 24.a, and Create and Add Use Standards for Accessory Retail Goods Establishments, Sections 10 – 7 – 2 – 1 and 10 – 7 – 3.AA, said application being available for inspection as part of the records of the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the proposed Text Amendments was published on February 11, 2021 in the Bensenville Independent, and notice of the hearing was provided, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on April 15, 2021 as required by the statutes of the State of Illinois and the ordinances of the Village, and after hearing the application, voted unanimously (5-0) to recommend approval of the proposed Text Amendments recommended by Village Staff as set forth herein; and

WHEREAS, the Community Development Commission forwarded its recommendation to approve the Text Amendments to the Village Board; and

WHEREAS, on May 25, 2021, the President and Board of Village Trustees considered the matter and determined, that the requested Text Amendments be granted as recommended by Village Staff and approved by the Community Development Commission.

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

SECTION TWO: That the Zoning Code of the Village of Bensenville be amended by adding the underlined and deleting the stricken as follows:

(Intentionally Left Blank)

10-7-2-1. USE TABLE.

Uses	R-1	R-2	R-3	R-4	R-5	R-6	C-1	C-2	I-1	I-2	Use Standards
Residential											
Community Residence	P	P	P	P	P	P	P	P			See § 10-7-3.E
Dwelling Above the Ground Floor							P	P			None
Live/Work Dwelling							P	P			See § 10-7-3.P
Multiple-Unit Dwelling					P	P	P	S			None
Residential Care Facility					P	P	P	P			None
Single-Unit Dwelling	P	P	P	P	P	S					None
Townhouse Dwelling		S	P	P	P	P	S	S			None
Two-Unit Dwelling		P	P	P	P	S					None
Civic and Institutional	R-1	R-2	R-3	R-4	R-5	R-6	C-1	C-2	I-1	I-2	
Cemetery	S	S	S	S	S	S					None
College or University	S	S	S	S	S	S	S	S	S	S	None
Community Garden	P	P	P	P	P	P	P	P			See § 10-7-3.D
Cultural Facility	P	P	P	P	P	P	P	P	P		None
Elementary, Middle, or High School	P	P	P	P	P	P	P	P	P	P	See § 10-7-3.J
Government Facility	P	P	P	P	P	P	P	P	P	P	See § 10-7-3.L
Hospital							S	S	S	S	None
Park	P	P	P	P	P	P	P	P	P	P	None
Place of Worship	S	S	S	S	S	S	S	S			None
Vocational School							S	S	S	S	See § 10-7-3.J
Commercial	R-1	R-2	R-3	R-4	R-5	R-6	C-1	C-2	I-1	I-2	
Adult Use										S	See § 10-7-3.A
Animal Boarding, Hospital, or Shelter								S		S	See § 10-7-3.B
Banquet Hall							S	P		S	None
Bar/Tavern							P	P		S	None
Body Art Establishment							P	P		S	None
Car Wash								P		P	See § 10-7-3.C
Currency Exchange							S	S			See § 10-7-3.F
Day Care Center	S	S	S	S	S	S	S	S			None
Day Care Home	P	P	P	P	P	P					See § 10-7-3.G
Day Labor Center							S	S	S	S	See § 10-7-3.H
Drive-Through Facility								S		S	See § 10-7-3.I
Financial Institution							P	P			None
Funeral Home							S	S			None
Garden Center								P		P	None
Gas Station								S		S	See § 10-7-3.K
Golf Course or Driving Range	S	S	S	S	S	S				S	None
Gun Range										S	See § 10-7-3.M
Gun Sales Establishment								S	S	S	None
Hotel/Motel							P	P		S	None
Indoor Entertainment or Recreation							P	P	S	S	See § 10-7-3.N
Laundromat							S	S		S	See § 10-7-3.O
Massage Therapy Establishment							S	S			None
Medical Marijuana Dispensary							S	S		S	See § 10-7-3.R
Microbrewery or Microdistillery							P	P	P	P	None
Motor Vehicle Operations Facility									S	P	See § 10-7-3.S
Motor Vehicle Rental								P	S	S	See § 10-7-3.T
Motor Vehicle Repair and/or Service								S	S	S	See § 10-7-3.S
Motor Vehicles Sales, Indoor								P	P	P	
Motor Vehicle Sales, Outdoor								S	S	S	See § 10-7-3.T
Outdoor Dining							P	P			See § 10-7-3.U

Uses	R-1	R-2	R-3	R-4	R-5	R-6	C-1	C-2	I-1	I-2	Use Standards
Outdoor Entertainment or Recreation								S	S	P	See § 10-7-3.V
Outdoor Storage Area									S	S	See § 10-7-3.W
Pawnshop										S	See § 10-7-3.F
Payday or Title Loan Establishment							S	S			See § 10-7-3.F
Personal Services Establishment							P	P			None
Professional Office							P	P	P	S	None
Research/Development Facility									P	P	None
Restaurant							P	P	S	S	None
Retail Goods Establishment							P	P	S		See § 10-7-3.AA
Self-Service Storage									S	S	None
Tobacco Shop							S	S			See § 10-7-3. AA-BB
Transitional Treatment Facility							S	S	S	S	None
Truck Repair										S	See § 10-7-3. BB-CC
Truck Stop										S	See § 10-7-3. CC-DD
Industrial	R-1	R-2	R-3	R-4	R-5	R-6	C-1	C-2	I-1	I-2	
Heavy Industrial										S	None
Light Industrial									P	P	None
Medium Industrial									S	P	None
Medical Marijuana Cultivation Center										S	See § 10-7-3.Q
Machinery and Equipment Sales and Rental									S	P	None
Warehousing, Storage, or Distribution Facility									S	P	None
Other Uses	R-1	R-2	R-3	R-4	R-5	R-6	C-1	C-2	I-1	I-2	
Club, Lodge, or Hall								P	S	S	None
Parking Garage (Primary Use)							S	S		S	See § 10-7-3.X
Parking Lot (Primary Use)							S	S		S	See § 10-7-3.Y
Planned Unit Development	S	S	S	S	S	S	S	S	S	S	See § 10-7-3.Z
Utility	S	S	S	S	S	S	S	S	S	S	See § 10-7-3. DD-EE
Wireless Telecommunication Facility	S	S	S	S	S	S	P	P	P	P	See § 10-7-3. EE-FF
Wireless Telecommunication Tower	S	S	S	S	S	S	S	S	S	S	See § 10-7-3. EE-FF
Table Key P: Allowed by-right and shall meet the requirements of § 10-7-3 (Use Standards) when applicable. S: Allowed with special use permit and shall meet the requirements of § 10-7-3 (Use Standards) when applicable.											

10-7-3. USE STANDARDS.

[...]

AA. Retail Goods Establishment.

- 1. Accessory Use. Limited retail sales are allowed as an accessory use in commercial and industrial districts provided the following conditions are met:**
 - a. They are customarily found in conjunction with the subject principal use or principal structure;**
 - b. They are subordinate and clearly incidental to the principal use of the property; and**
 - c. They serve a necessary function for or contribute to the comfort, safety, or convenience of occupants of the principal use.**

BB,AA. Tobacco Shop. Minimum Spacing. A tobacco shop may not be located within 1,000 feet of an elementary school, middle school, high school, place of worship, or another tobacco shop.

~~CC. BB.~~ Truck Repair.

[...]

~~DD. CC.~~ Truck Stop

[...]

~~EE. DD.~~ Utility. Screening. The street frontage adjacent to the utility shall be treated with landscape screening in accordance with the requirements of § 10-9-5.B (Parking Lot Perimeter Landscape).

~~FE. EE.~~ Wireless Telecommunication Facility and/or Tower.

[...]

10-7-4-C. USE STANDARDS FOR ACCESSORY STRUCTURES.

[...]

24. Swimming Pool: The following standards apply to swimming pools with a maximum depth equal to or greater than two feet (2').
- Building Code: The installation or replacement of a swimming pool **and or spa** shall comply with all requirements of the International ~~Residential Code~~ **Building Code and the International Swimming Pool and Spa Code**, including those for swimming pool enclosures and safety devices.
 - Location: Swimming pools are allowed in the rear yard.
 - Height: Aboveground pools shall not exceed six feet (6') in height.
 - Distance From Other Structures: A swimming pool shall be a minimum of ten feet (10') from any other structure or building on a zoning lot, with the exception of a permanent deck or patio. A swimming pool shall be at least ten feet (10') from any utility lines or cables, as verified by the Zoning Administrator.

[...]

26. Wireless Telecommunication Antenna

General Requirements. Wireless telecommunication antennas shall meet the general requirements for wireless telecommunication facilities and/or towers in § 10-7-3-~~EE~~ **FF.1** (**General Requirements**).

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 25th day of May 2021.

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____



BENSENVILLE

COMMUNITY DEVELOPMENT COMMISSION

Public Hearing 05.04.21

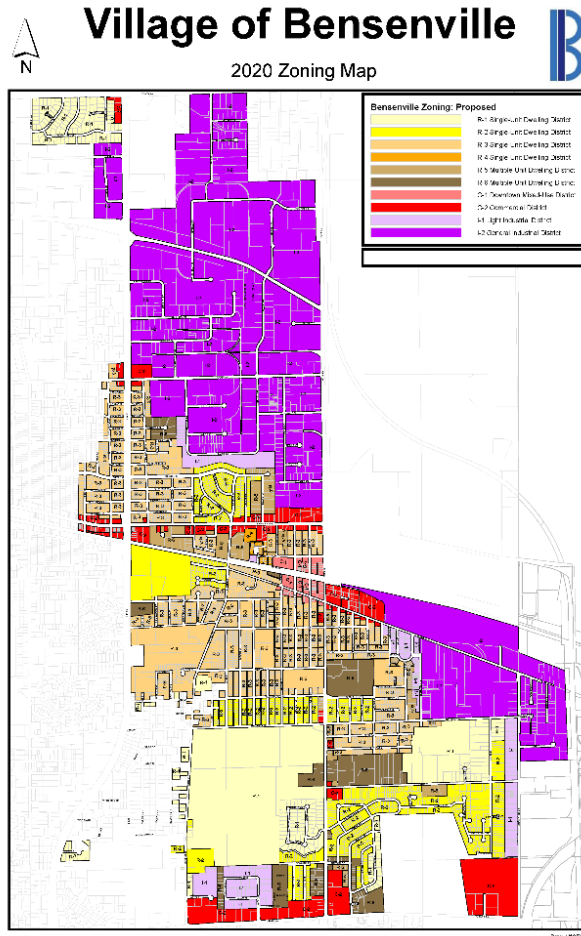
CDC Case #2021 – 08

Village of Bensenville

Zoning Text Amendments to Chapter 7 (Uses)

Municipal Code Section 10 – 3 – 6

1. Legal Notice
2. Application
3. Staff Report & Exhibits



**LEGAL NOTICE/PUBLIC NOTICE
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that on Tuesday, May 4, 2021 at 6:30 P.M., the Community Development Commission of the Village of Bensenville, DuPage and Cook Counties, will hold a Public Hearing to review Case No. 2021 – 08 to consider a request for:

Zoning Text Amendments
Municipal Code Section 10 – 3 – 6

The proposed Text Amendments to the Village Code are to amend Title 10 (Zoning Ordinance), Chapter 7 (Uses).

The Hearing will be held in the Village Board Room at Village Hall, 12 S. Center Street, Bensenville.

The Zoning Text Amendments are being sought by the Village Board.

Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Bensenville should contact the Village Clerk, Village of Bensenville, 12 S. Center St., Bensenville, Illinois 60106, (630) 766-8200, at least three (3) days in advance of the meeting.

Applicant's application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106.

All interested parties may attend the Public Hearing and be heard. Interested parties are encouraged to attend the Public Hearing via electronic means. Directions for electronic attendance and participation will be posted on the Village website at least 48 hours prior to the meeting date. Written comments mailed to Village Hall, and online comments submitted on the Village website, will be accepted by the Community and Economic Development Department through May 4, 2021 until 5:00 P.M.

Office of the Village Clerk
Village of Bensenville

**TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT
April 15, 2021**

For Office Use Only

Date of Submission: 4/6/21 MUNIS Account #: N/A CDC Case #: 2021-08

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: N/A

Property Index Number(s) (PIN): N/A

A. PROPERTY OWNER:

Village of Bensenville
 Name Corporation (if applicable)
12 S. Center St.
 Street
Bensenville IL 60106
 City State Zip Code
Kelsey Fawell (630) 594-1005 kfawell@bensenville.il.us
 Contact Person Telephone Number Email Address

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

B. APPLICANT: ☒ Check box if same as owner

 Name Corporation (if applicable)

 Street

 City State Zip Code

 Contact Person Telephone Number Email Address

B. ACTION REQUESTED (Check applicable):

- ☐ Site Plan Review
- ☐ Special Use Permit
- ☐ Variation
- ☐ Administrative Adjustment
- ☒ Zoning Text or Map Amendment
- ☐ Zoning Appeal
- ☐ Plat of Subdivision
- ☐ Annexation
- ☐ Planned Unit Development*

*See Staff for additional information on PUD requests

SUBMITTAL REQUIREMENTS:

- ☐ Affidavit of Ownership** (signed/notarized)
- ☒ Application**
- ☒ Approval Standards**
- ☐ Plat of Survey/Legal Description
- ☐ Site Plan
- ☐ Building Plans & Elevations
- ☐ Engineering Plans
- ☐ Landscape Plan
- ☐ Tree Preservation and Removal Plan
- ☐ Application Fees
- ☐ Fees agreement**

**Item located within this application packet.

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

Zoning Text Amendments: allowing retail sales as accessory use &
correcting code references in regards to swimming pools (section 10-7-4-C.2b)

C. PROJECT DATA:

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

N/A

5. Character of the site and surrounding area: N/A

	Zoning	Existing Land Use	Jurisdiction
Site:			
North:			
South:			
East:			
West:			

D. APPROVAL STANDARDS:

The applicant must compose a letter describing how the request(s) specifically meets the individual criteria from the appropriate Approval Standards, found in Village Code and on the following pages. The CDC will be unable to recommend approval of a request without a response to the pertinent "Approval Standards."

STAFF REPORT

HEARING DATE: May 4, 2021
CASE #: 2021 – 08
PROPERTY: Village of Bensenville
PROPERTY OWNER: n/a
APPLICANT: Village of Bensenville
SITE SIZE: n/a
UNIT SIZE: n/a
PIN NUMBERS: n/a
REQUEST: Text Amendments, Municipal Code Section Title 10 (Zoning Ordinance), Chapter 7 (Uses).

PUBLIC NOTICE:

A Legal Notice was published in the Bensenville Independent on Thursday, April 15, 2021. A Certified copy of the Legal Notice is maintained in the Community Development Commission (CDC) file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.

SUMMARY:

The Village of Bensenville is seeking the following text amendments in to the 2019 Village Zoning Ordinance:

- Add a use standard to Retail Goods Establishments (Section 10-7-3.AA) allowing retail sales as an accessory use in industrial and commercial districts. The Use Table (Section 10-7-2-1) will be updated to reference the new section created by this amendment.
 - o Limited retail sales are allowed as an accessory use in commercial and industrial districts provided the following conditions are met:
 - They are customarily found in conjunction with the subject principal use or principal structure;
 - They are subordinate and clearly incidental to the principal use of the property; and
 - They serve a necessary function for or contribute to the comfort, safety, or convenience of occupants of the principal use.
- Updating Use Standards for Swimming Pools (Section 10-7-4-C.24) with the below so that the correct external applicable codes are referenced. The proposed amendment will not be altering current code standards pertinent to swimming pools.
 - o Building Code: The installation or replacement of a swimming pool **and or spa** shall comply with all requirements of the International ~~Residential Code~~ **Building Code and the International Swimming Pool and Spa Code**, including those for swimming pool enclosures and safety devices.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

APPROVAL STANDARDS FOR ZONING TEXT AMENDMENTS:

- 1) **Public Welfare:** The proposed amendments will not endanger the health, safety, comfort, convenience, and general welfare of the public.

Applicant's Response: The proposed amendments will not endanger the health, safety, comfort, convenience, and general welfare of the public, and will only improve such circumstances, as limited retail sales are subject to review of the Zoning Administrator to ensure code compliance, and the amendment to swimming pools only clarifies requirements, ensuring correspondence between the Village Code and external applicable codes.

- 2) **Amendment Objective:** The proposed amendments correct an error, add clarification, or reflect a change in policy.

Applicant's Response: The creation of a retail sales accessory use further clarifies existing Code requirements, and reflects a change in policy back to previous Village Codes, which delineated specific ancillary uses such as this. Proposed amendment for swimming pools is necessary in order to clarify applicability of international codes regulating swimming pools.

- 3) **Consistent with Ordinance and Plan:** The proposed amendments are consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The proposed amendments are consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village. Amendments do not contrast Village goals and guidelines, as the amendments create clarification on pool regulations and flexibility for uses, all while still being under the Zoning Administrator's purview of review.

Zoning Text Amendment Approval Standards	Meets Standard	
	<i>Yes</i>	<i>No</i>
1. Public Welfare	X	
2. Amendment Objective	X	
3. Consistent with Ordinance and Plan	X	

RECOMMENDATIONS:

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Text Amendments to the Municipal Code Section Title 10 (Zoning Ordinance), Chapter 7 (Uses).

Respectfully Submitted,
Department of Community
& Economic Development

CDC Case 2021-08: Text Amendments

10-7-2-1. Use Table.

Uses	R-1	R-2	R-3	R-4	R-5	R-6	C-1	C-2	I-1	I-2	Use Standards
[...]											
Commercial	R-1	R-2	R-3	R-4	R-5	R-6	C-1	C-2	I-1	I-2	
Retail Goods Establishment							P	P	S		See § 10-7-3.AA
Self-Service Storage									S	S	None
Tobacco Shop							S	S			See § 10-7-3.AA-BB
Transitional Treatment Facility							S	S	S	S	None
Truck Repair										S	See § 10-7-3.BB-CC
Truck Stop										S	See § 10-7-3.CC-DD
Industrial	R-1	R-2	R-3	R-4	R-5	R-6	C-1	C-2	I-1	I-2	
Heavy Industrial										S	None
Light Industrial									P	P	None
Medium Industrial									S	P	None
Medical Marijuana Cultivation Center										S	See § 10-7-3.Q
Machinery and Equipment Sales and Rental									S	P	None
Warehousing, Storage, or Distribution Facility									S	P	None
Other Uses	R-1	R-2	R-3	R-4	R-5	R-6	C-1	C-2	I-1	I-2	
Club, Lodge, or Hall								P	S	S	None
Parking Garage (Primary Use)							S	S		S	See § 10-7-3.X
Parking Lot (Primary Use)							S	S		S	See § 10-7-3.Y
Planned Unit Development	S	S	S	S	S	S	S	S	S	S	See § 10-7-3.Z
Utility	S	S	S	S	S	S	S	S	S	S	See § 10-7-3.DD-EE
Wireless Telecommunication Facility	S	S	S	S	S	S	P	P	P	P	See § 10-7-3.EE-FF
Wireless Telecommunication Tower	S	S	S	S	S	S	S	S	S	S	See § 10-7-3.EE-FF
Table Key P: Allowed by-right and shall meet the requirements of § 10-7-3 (Use Standards) when applicable. S: Allowed with special use permit and shall meet the requirements of § 10-7-3 (Use Standards) when applicable.											

10-7-3. Use Standards

[...]

AA. Retail Goods Establishment.

- Accessory Use. Limited retail sales are allowed as an accessory use in commercial and industrial districts provided the following conditions are met:**

- a. They are customarily found in conjunction with the subject principal use or principal structure;
- b. They are subordinate and clearly incidental to the principal use of the property; and
- c. They serve a necessary function for or contribute to the comfort, safety, or convenience of occupants of the principal use.

BB. AA. Tobacco Shop. Minimum Spacing. A tobacco shop may not be located within 1,000 feet of an elementary school, middle school, high school, place of worship, or another tobacco shop.

CC. BB. Truck Repair.
[...]

DD. CC. Truck Stop
[...]

EE. DD. Utility. Screening. The street frontage adjacent to the utility shall be treated with landscape screening in accordance with the requirements of § 10-9-5.B (Parking Lot Perimeter Landscape).

FF. EE. Wireless Telecommunication Facility and/or Tower.
[...]

10-7-4 C. Use Standards For Accessory Structures

[...]

24. Swimming Pool: The following standards apply to swimming pools with a maximum depth equal to or greater than two feet (2').

- a. Building Code: The installation or replacement of a swimming pool and or spa shall comply with all requirements of the International ~~Residential Code~~ Building Code and the International Swimming Pool and Spa Code, including those for swimming pool enclosures and safety devices.
- b. Location: Swimming pools are allowed in the rear yard.
- c. Height: Aboveground pools shall not exceed six feet (6') in height.
- d. Distance From Other Structures: A swimming pool shall be a minimum of ten feet (10') from any other structure or building on a zoning lot, with the exception of a permanent deck or patio. A swimming pool shall be at least ten feet (10') from any utility lines or cables, as verified by the Zoning Administrator.

[...]

26. Wireless Telecommunication Antenna

General Requirements. Wireless telecommunication antennas shall meet the general requirements for wireless telecommunication facilities and/or towers in [§ 10-7-3-EE-FF.1 \(General Requirements\)](#).

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

MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

May 4, 2021

CALL TO ORDER: The meeting was called to order by Chairman Rowe at 6:30p.m.

ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Chambers, King, Marcotte, Wasowicz
Absent: Ciula, Czarnecki
A quorum was present.

STAFF PRESENT: K. Fawell, K. Pozsgay, C. Williamsen

JOURNAL OF PROCEEDINGS: The minutes of the Community Development Commission Meeting of the April 6, 2021 were presented.

Motion: Commissioner Wasowicz made a motion to approve the minutes as presented. Commissioner King seconded the motion.

All were in favor. Motion carried.

Senior Village Planner, Kurtis Pozsgay and Village Planner, Kelsey Fawell, were present and sworn in by Chairman Rowe.

PUBLIC COMMENT: There was no Public Comment.

[...]

Public Meeting: CDC Case Number 2021-08
Petitioner: Village of Bensenville
Location: Village of Bensenville
Request: Text Amendments, Municipal Code Section Title 10 (Zoning Ordinance), Chapter 7 (Uses).

Motion: Commissioner Wasowicz made a motion to open CDC Case No. 2021-08. Commissioner Marcotte seconded the motion.

ROLL CALL : Upon roll call the following Commissioners were present:
Rowe, Chambers, King, Marcotte, Wasowicz

Absent: Ciula, Czarnecki
A quorum was present.

Chairman Rowe opened CDC Case No. 2021-08 at 6:40 p.m.

Village Planner, Kelsey Fawell was present and sworn in by Chairman Rowe. Ms. Fawell stated a Legal Notice was published in the Bensenville Independent on April 15, 2021. Ms. Fawell stated a certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.

Ms. Fawell stated The Village of Bensenville is seeking the following text amendments in order to the 2019 Village Zoning Ordinance:

- Add a use standard to Retail Goods Establishments (Section 10-7-3.AA) allowing retail sales as an accessory use in industrial and commercial districts. The Use Table (Section 10-7-2-1) will be updated to reference the new section created by this amendment.
- Limited retail sales are allowed as an accessory use in commercial and industrial districts provided the following conditions are met:

They are customarily found in conjunction with the subject principal use or principal structure;

They are subordinate and clearly incidental to the principal use of the property; and

They serve a necessary function for or contribute to the comfort, safety, or convenience of occupants of the principal use.

- Updating Use Standards for Swimming Pools (Section 10-7-4-C.24) with the below so that the correct external applicable codes are referenced. The proposed amendment will not be altering current code standards pertinent to swimming pools.

Building Code: The installation or replacement of a swimming pool **and or spa** shall comply with all requirements of the International ~~Residential Code~~

Building Code and the International Swimming Pool and Spa Code, including those for swimming pool enclosures and safety devices.

Public Comment

Chairman Rowe asked if there was any member of the Public that would like to comment of the CDC Case. There were none.

Ms. Fawell reviewed the Findings of Fact for the proposed text amendments as presented in the Staff Report consisting of:

- 1) **Public Welfare:** The proposed amendments will not endanger the health, safety, comfort, convenience, and general welfare of the public.

Applicant's Response: The proposed amendments will not endanger the health, safety, comfort, convenience, and general welfare of the public, and will only improve such circumstances, as limited retail sales are subject to review of the Zoning Administrator to ensure code compliance, and the amendment to swimming pools only clarifies requirements, ensuring correspondence between the Village Code and external applicable codes.

- 2) **Amendment Objective:** The proposed amendments correct an error, add clarification, or reflect a change in policy.

Applicant's Response: The creation of a retail sales accessory use further clarifies existing Code requirements, and reflects a change in policy back to previous Village Codes, which delineated specific ancillary uses such as this. Proposed amendment for swimming pools is necessary in order to clarify applicability of international codes regulating swimming pools.

- 3) **Consistent with Ordinance and Plan:** The proposed amendments are consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The proposed amendments are consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village. Amendments do not contrast Village goals and guidelines, as the amendments create clarification on pool regulations

and flexibility for uses, all while still being under the Zoning Administrator's purview of review.

Ms. Fawell stated Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Text Amendments to the Municipal Code Section Title 10 (Zoning Ordinance), Chapter 7 (Uses).

There were no further questions from the Commission.

Motion: Commissioner Marcotte made a motion to close CDC Case No. 2021-08. Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe, Chamber, King, Marcotte, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2021-08 at 6:45 p.m.

Motion: Commissioner King made a combined motion to approve the Findings of Fact and Approval of the Text Amendments, Municipal Code Title 10, Chapter 7. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, King, Marcotte, Wasowicz

Nays: None

All were in favor. Motion carried.

[...]

**Report from
Community
Development:**

Ms. Fawell reviewed both recent CDC cases along with upcoming cases.

ADJOURNMENT: There being no further business before the Community Development Commission, Commissioner Marcotte made a motion to adjourn the meeting. Commissioner King seconded the motion.

All were in favor. Motion carried.

The meeting was adjourned at 7:06 p.m.

Ronald Rowe, Chairman
Community Development Commission

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**May 25, 2021**DESCRIPTION:**

Resolution Authorizing an Award of a Contract for Design Engineering Services for the Eastern Ave Reconstruction Project to Christopher B. Burke Engineering LTD. in the Not-to-Exceed Amount of \$98,303

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

The Village solicited a proposal to perform design-engineering services from one of the short listed firms Christopher B. Burke Engineering LTD (CBBEL) for the Eastern Ave Reconstruction Project. The limits of the project include from Ellis St to the eastern Village limits. The 2020 Pavement Condition Index (PCI) report shows a PCI rating of 3 for this section of the roadway. The rehabilitation method will be a complete reconstruction of the street.

The scope of work will include a new Portland Cement Concrete (PCC) continuously reinforced pavement, new curb and gutter, driveway aprons, spot sidewalk repairs, ADA sidewalk ramps, new 12-inch watermain with associated services, drainage improvements, landscaping and other miscellaneous items necessary to complete the work. The end result will meet the improvements constructed as part of NIBD project.

KEY ISSUES:

In 2017, the Village advertised for and selected through a Qualification Based System (QBS) approach a list of engineering firms to provide design as well as construction engineering services for the upcoming years. Christopher B. Burke Engineering LTD (CBBEL) is one of the short listed firms to provide design-engineering services.

CBBEL brings forth a very experienced project team that has successfully provided design engineering for the White Pines Watermain Rehabilitation project, York Rd LAFO project as well as numerous other design projects in the past. The proposed assignment scope includes survey, geotechnical investigation, environmental testing, outside permitting, utility coordination, design of plans, construction specifications, preparing estimates, and bidding assistance.

CBBEL's original proposed work effort and fee total was in the amount of \$103,795 which has been reduced to \$98,303 after negotiations, resulting in savings of \$5,492. This not-to-exceed fees equate to 8.1% of the estimated \$1,210,000 costs for these projects. The 8.1% design engineering costs are within tolerance of the typical 5-8% range.

ALTERNATIVES:

Discretion of the Village Board.

RECOMMENDATION:

Staff recommends award of an engineering services contract with Christopher B. Burke Engineering LTD (CBBEL).

BUDGET IMPACT:

In FY2021, staff has budgeted \$103,000 to perform design engineering for this project in account 37980870-536513.

ACTION REQUIRED:

Approval of a Resolution Authorizing an Award of a Contract for Design Engineering Services for the Eastern Ave Reconstruction Project to Christopher B. Burke Engineering LTD. in the not-to-exceed amount of \$98,303.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	5/14/2021	Resolution Letter
Location Map	5/14/2021	Backup Material
Proposal - Revised	5/14/2021	Backup Material
Proposal - Draft	5/14/2021	Backup Material

RESOLUTION NO. _____

**AUTHORIZING AN AWARD OF A CONTRACT
FOR DESIGN ENGINEERING SERVICES FOR
THE EASTERN AVE RECONSTRUCTION PROJECT
TO CHRISTOPHER B. BURKE ENGINEERING LTD
IN THE NOT-TO-EXCEED AMOUNT OF \$98,303.00**

WHEREAS the Village of Bensenville strives to provide quality services to its residents; and

WHEREAS pavement maintenance is one of the core services provided by the Village; and

WHEREAS the Village perform a Pavement Condition Index (PCI) study to evaluate the conditions of its roadways; and

WHEREAS the PCI rating of Eastern Ave is three (3) out of a one hundred (100); and

WHEREAS Eastern Ave pavement is in dire need of replacements; and

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

WHEREAS Christopher B. Burke Engineering LTD (CBBEL) of Rosemont, IL is one of the short listed firms; and

WHEREAS CBBEL has an extensive amount of experience working on municipal projects including multiple projects for the Village; and

WHEREAS the Village requested a proposal from CBBEL; and

WHEREAS after negotiation CBBEL has provided a design service engineering agreement in the not-to exceed amount of \$98,303; and

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing an award of contract for design engineering services for the Eastern Ave Reconstruction Project to Christopher B. Burke Engineering LTD in the not-to-exceed amount of \$98,303.00

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 25th day of May 2021.

APPROVED:

Frank DeSimone
Village President

ATTEST:

Nancy Quinn, Village Clerk

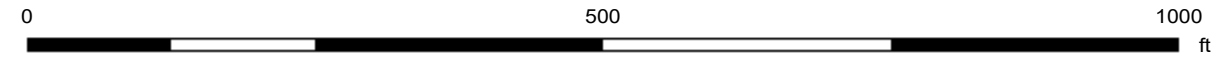
AYES: _____

NAYS: _____

ABSENT: _____



Legend



Print Date: 5/6/2021

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

May 14, 2021

Village of Bensenville
12 South Center Street
Bensenville, IL 60106

Attention: Mr. Mehul T. Patel, PE, Assistant Director of Public Works

Subject: Professional Engineering Services Proposal for Design Engineering for the
Eastern Avenue Reconstruction Project

Dear Mr. Patel:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for professional design engineering services related to the Eastern Avenue Reconstruction project in the Village of Bensenville. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the Village would like to reconstruct Eastern Avenue from Ellis Street to the Village Limits ($\pm 1,200$ linear feet). The proposed typical pavement section is anticipated to be:

- 10 inch jointed PCC pavement
- 12 inch aggregate base course
- 4 inch capping aggregate (asphalt grindings)
- 8 inch PGE

This proposal assumes proposed improvements also include full curb & gutter and driveway replacement, sidewalk spot repair and gap construction, ADA improvements, a new 12 inch watermain, and drainage improvements. This proposal does not include any sanitary sewer design as the Village has stated these facilities are in good condition. It is our understanding that the Village will be using all Local TIF Funds to cover Design Engineering and Construction.

The scope of this proposal includes topographic survey, utility coordination, geotechnical investigation, final engineering design, permitting, preparation of construction plans and specifications, and preparation of an Engineer's Opinion of Probable Cost in accordance with Village and IDOT standards.

SCOPE OF WORK

Task 1 – Topographic Survey:

As part of this task, CBBEL will perform Full Topographic Survey of Eastern Ave (from Ellis St. to eastern village limits, 1,200 LF ±) to be used as a base map for design purposes. The following scope items will be included in this task:

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.

Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).

Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

Topographic Survey: CBBEL will field locate all pavements, driveways, bike path, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, crossroad culverts, etc. within the project limits (as per attached exhibit). Field location of all above ground utilities including, but not limited to water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. Identify size, type, rim, and invert elevations.

Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for 10 feet beyond the existing right-of-way line.

Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located. No J.U.L.I.E. Utility Survey Coordination is included in this task.

Tree Survey: CBBEL will locate all trees over 6" inches in diameter within the existing right-of-way and ultimately the proposed right-of-way for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by species (deciduous or coniferous) and the size and condition determined as appropriate.

Base Mapping: CBBEL will compile all of the above information onto base maps at 1"=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private improvements.

Task 2 – J.U.L.I.E. Utility Coordination

CBBEL will coordinate with J.U.L.I.E. to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities / obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and J.U.L.I.E. Utility Coordination. All utilities / obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities / obstructions / systems whether or not shown on base map. J.U.L.I.E. Utility Coordination Atlas information is typically

isolated to Public Right-of-Way & limited areas adjacent to Public Right-of-Way. Identification of all private utilities within project area (on-site) is the responsibility of the client.

Task 3 – Field Reconnaissance:

CBBEL Staff will perform a Field Reconnaissance of the project. The purpose of the Field Reconnaissance will be to determine the project limits, drainage issues and structures to be replaced. The results of the Field Reconnaissance will be used to prepare the engineering plans. The results of the Field Reconnaissance will be reviewed with the Village's Public Works Department.

Task 4 – Geotechnical and Environmental Investigation:

TSC will drill three (3) soil borings to 10 feet in depth as part of the Geotechnical Exploration (about 30 lineal feet total). For the purposes of this proposal, they have assumed that the boring locations will be accessible to a conventional truck or ATV mounted drill, to be performed on the existing roadway.

A geotechnical engineering report will be prepared upon completion of field and laboratory testing, to include typed boring logs and a location plan. The report will provide a summary of soil and groundwater conditions as well as address their impact on the proposed pavement reconstruction. It will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structure or purpose described in this proposal.

TSC will perform a "Potentially Impacted Property" (PIP) evaluation for completion of the LPC-662 Form and, if necessary, provide sampling and laboratory analyses for completion of the LPC-663 Form.

Uncontaminated soil including uncontaminated soil mixed with clean construction or demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)]. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer or geologist (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases, and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

Task 5 – Evaluation of Geotechnical Report:

CBBEL and Village Staff will evaluate the geotechnical report to determine the appropriate reconstruction typical section for the roadway to be included in the project.

Task 6 – Permitting:

The proposed roadway reconstruction is considered development by the DuPage County Stormwater and Floodplain Ordinance. The western end of the project, the intersection of Ellis Street and Eastern Avenue, crosses over the North Unnamed Creek Tributary (NUCT), which is tributary to the Willow Creek North Unnamed Creek. At the location of the proposed project, there is over 2 square miles of tributary area.

We understand that the Village has recently completed a H&H study for the industrial area and while some flooding concerns were identified at the intersection of Ellis/Eastern, the study does not recommend any major improvements to Eastern Avenue to resolve the flooding issues. Therefore, modeling is not anticipated to be required to satisfy Village or County stormwater permitting requirements, and design of flood control improvements will not be necessary.

CBBEL will submit a DuPage County Stormwater Certification Application for the proposed project. Included in this fee is a response to two rounds of comments from DuPage County.

CBBEL will submit a permit application for an IEPA water main and NPDES Permit

Task 7 – Pre-Final Plans, Specifications, and Estimate (75%):

CBBEL will prepare preliminary engineering plans, specifications, and an estimate of construction cost. The plans will be prepared in accordance with Village and IDOT design criteria.

The following sheets and associated hours will be required:

Sheet	# of Sheets	Hours per Sheet	Hours
Title Sheet	1	8	8
General Notes/Summary of Quantities	1	16	16
Alignment, Ties and Benchmark Sheets (1"=50')	1	10	10
Existing and Proposed Typical Sections	1	28	28
Construction Details	3	8	24
Maintenance of Traffic (MOT) – General Notes and Typical Sections	1	16	16
Maintenance of Traffic (MOT) – Detour Plan	1	10	10
Existing Conditions and Removal Plan	1	20	20
Roadway Plan and Profile (1"=20')	2	24	48
Utility Plan and Profile (1" = 20')	2	32	64
Erosion Control Plan (1"=50')	1	10	10
Erosion Control Plan Details	1	8	8
Cross Sections	4	12	48
Specifications	--	--	32
Cost Estimate/Quantities	--	--	40
TOTAL	20		382

All special contract special provisions will be prepared in IDOT standard format.

Task 8 – Final Plans, Specifications, and Estimate (95%):

Based on the Village's pre-final review comments, CBBEL will revise the plans, specifications and estimate. During this task, the exact letting date will be determined and an estimated construction schedule will be provided. The final plans will be submitted to the Village for review and approval.

Task 9 – Bid Documents (100%):

CBBEL will finalize the plans, specifications, and estimate for bidding.

Task 10 – Project Coordination:

CBBEL will coordinate with the Village and assist the Village in coordinating with project stakeholders throughout the design and permitting of the project. In addition to phone conversations and written and electronic coordination, it is anticipated that one (1) project coordination meeting will be held with Village Staff.

Task 11 – Bidding Assistance:

CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

ESTIMATE OF FEE

We estimate our fee for services to be \$98,303 as detailed on the attached work effort. We will not exceed this amount without your prior written consent.

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS
ACCEPTED FOR THE VILLAGE OF BENSENVILLE:

BY: _____
TITLE: _____
DATE: _____

CBBEL WORK EFFORT
Village of Bensenville
Eastern Avenue Reconstruction

May 12, 2020

Task	Personnel & Hours																	% of Hours	Total Cost
	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer I/II	Survey V	Survey IV	Survey III	Survey II	Survey I	Engineering Technician IV	CAD Manager	CAD II	Landscape Architect	Administrative	Service by Others			
Rate	\$251.00	\$208.00	\$170.00	\$152.00	\$121.00	\$229.00	\$196.00	\$172.00	\$126.00	\$100.00	\$161.00	\$177.00	\$135.00	\$170.00	\$104.00		Total Hours	% of Hours	Total Cost
Task 1: Topographic Survey						1	2	2	16	16		12					49	8.5%	\$6,705.00
Task 2: J.U.L.I.E. Utility Coordination								6									6	1.0%	\$1,032.00
Task 3: Field Reconnaissance	2			8												\$ 6,700.00	10	1.7%	\$8,418.00
Task 4: Geotechnical and Environmental Investigation				1													1	0.2%	\$152.00
Task 5: Evaluation of Geotechnical Reports	2			4													6	1.0%	\$1,110.00
Task 6: Permitting	4	4	48	24													80	13.9%	\$13,644.00
Task 7: Pre-Final Plans, Specifications, and Estimate (75%)	16		48	88	80							16					248	43.1%	\$38,064.00
Task 8: Final Plans, Specifications and Estimate (95%)	8		24	48	24												104	18.1%	\$16,288.00
Task 9: Bid Documents (100%)	2		4	12	12												30	5.2%	\$4,458.00
Task 10: Project Coordination	4		12									8					24	4.2%	\$4,460.00
Task 11: Bidding Assistance	2		16														18	3.1%	\$3,222.00
Subtotal	40	4	152	185	116	1	2	8	16	16	0	36	0	0	0	\$ 6,700.00	576	100.0%	\$97,553.00
% of Hours	6.9%	0.7%	26.4%	32.1%	20.1%	0.2%	0.3%	1.4%	2.8%	2.8%	0.0%	6.3%	0.0%	0.0%	0.0%		100.0%	100.0%	
Total Cost	\$10,040.00	\$832.00	\$25,840.00	\$28,120.00	\$14,036.00	\$229.00	\$392.00	\$1,376.00	\$2,016.00	\$1,600.00	\$0.00	\$6,372.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90,853.00		\$97,553.00
Direct Costs																			\$750.00
Total Cost																			\$98,303.00

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
APRIL, 2020

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	251
Engineer V	208
Engineer IV	170
Engineer III	152
Engineer I/II	121
Survey V	229
Survey IV	196
Survey III	172
Survey II	126
Survey I	100
Engineering Technician V	198
Engineering Technician IV	161
Engineering Technician III	146
Engineering Technician I/II	68
CAD Manager	177
Assistant CAD Manager	153
CAD II	135
GIS Specialist III	148
GIS Specialist I/II	94
Landscape Architect	170
Landscape Designer I/II	94
Environmental Resource Specialist V	216
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	139
Environmental Resource Specialist I/II	94
Environmental Resource Technician	114
Administrative	104
Engineering Intern	63
Information Technician III	130
Information Technician I/II	116

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2020.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

P:\Proposals\Terms and Conditions\GT&C 2005.061305.doc



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

May 12, 2021

Village of Bensenville
12 South Center Street
Bensenville, IL 60106

Attention: Mr. Mehul T. Patel, PE, Assistant Director of Public Works

Subject: Professional Engineering Services Proposal for Design Engineering for the Eastern Avenue Reconstruction Project

Dear Mr. Patel:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for professional design engineering services related to the Eastern Avenue Reconstruction project in the Village of Bensenville. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the Village would like to reconstruct Eastern Avenue from Ellis Street to the Village Limits ($\pm 1,200$ linear feet). The proposed typical pavement section is anticipated to be:

- 10 inch jointed PCC pavement
- 12 inch aggregate base course
- 4 inch capping aggregate (asphalt grindings)
- 8 inch PGE

This proposal assumes proposed improvements also include full curb & gutter and driveway replacement, sidewalk spot repair and gap construction, ADA improvements, a new 12 inch watermain, and drainage improvements. This proposal does not include any sanitary sewer design as the Village has stated these facilities are in good condition. It is our understanding that the Village will be using all Local TIF Funds to cover Design Engineering and Construction.

The scope of this proposal includes topographic survey, utility coordination, geotechnical investigation, final engineering design, permitting, preparation of construction plans and specifications, and preparation of an Engineer's Opinion of Probable Cost in accordance with Village and IDOT standards.

SCOPE OF WORK

Task 1 – Topographic Survey:

As part of this task, CBBEL will perform Full Topographic Survey of Eastern Ave (from Ellis St. to eastern village limits, 1,200 LF ±) to be used as a base map for design purposes. The following scope items will be included in this task:

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.

Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).

Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

Topographic Survey: CBBEL will field locate all pavements, driveways, bike path, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, crossroad culverts, etc. within the project limits (as per attached exhibit). Field location of all above ground utilities including, but not limited to water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. Identify size, type, rim, and invert elevations.

Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for 10 feet beyond the existing right-of-way line.

Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located. No J.U.L.I.E. Utility Survey Coordination is included in this task.

Tree Survey: CBBEL will locate all trees over 6" inches in diameter within the existing right-of-way and ultimately the proposed right-of-way for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by species (deciduous or coniferous) and the size and condition determined as appropriate.

Base Mapping: CBBEL will compile all of the above information onto base maps at 1"=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private improvements.

Task 2 – J.U.L.I.E. Utility Coordination

CBBEL will coordinate with J.U.L.I.E. to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities / obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and J.U.L.I.E. Utility Coordination. All utilities / obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities / obstructions / systems whether or not shown on base map. J.U.L.I.E. Utility Coordination Atlas information is typically

isolated to Public Right-of-Way & limited areas adjacent to Public Right-of-Way. Identification of all private utilities within project area (on-site) is the responsibility of the client.

Task 3 – Field Reconnaissance:

CBBEL Staff will perform a Field Reconnaissance of the project. The purpose of the Field Reconnaissance will be to determine the project limits, drainage issues and structures to be replaced. The results of the Field Reconnaissance will be used to prepare the engineering plans. The results of the Field Reconnaissance will be reviewed with the Village's Public Works Department.

Task 4 – Geotechnical and Environmental Investigation:

TSC will drill three (3) soil borings to 10 feet in depth as part of the Geotechnical Exploration (about 30 lineal feet total). For the purposes of this proposal, they have assumed that the boring locations will be accessible to a conventional truck or ATV mounted drill, to be performed on the existing roadway.

A geotechnical engineering report will be prepared upon completion of field and laboratory testing, to include typed boring logs and a location plan. The report will provide a summary of soil and groundwater conditions as well as address their impact on the proposed pavement reconstruction. It will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structure or purpose described in this proposal.

TSC will perform a "Potentially Impacted Property" (PIP) evaluation for completion of the LPC-662 Form and, if necessary, provide sampling and laboratory analyses for completion of the LPC-663 Form.

Uncontaminated soil including uncontaminated soil mixed with clean construction or demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)]. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer or geologist (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases, and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

Task 5 – Evaluation of Geotechnical Report:

CBBEL and Village Staff will evaluate the geotechnical report to determine the appropriate reconstruction typical section for the roadway to be included in the project.

Task 6 – Permitting:

The proposed roadway reconstruction is considered development by the DuPage County Stormwater and Floodplain Ordinance. The western end of the project, the intersection of Ellis Street and Eastern Avenue, crosses over the North Unnamed Creek Tributary (NUCT), which is tributary to the Willow Creek North Unnamed Creek. At the location of the proposed project, there is over 2 square miles of tributary area. Historically, this intersection floods in small storm events. The existing model for the NUCT will be extended and updated to reflect the current

conditions and determine the floodplain and floodway limits. This analysis will be completed to determine any floodplain/floodway impacts associated with the project. The analysis will also be used in support of a DuPage County Stormwater Certification Application for the proposed development. Included in this fee is a response to two rounds of comments from DuPage County.

CBBEL will submit a permit application for an IEPA watermain and NPDES Permit

Task 7 – Pre-Final Plans, Specifications, and Estimate (75%):

CBBEL will prepare preliminary engineering plans, specifications, and an estimate of construction cost. The plans will be prepared in accordance with Village and IDOT design criteria.

The following sheets and associated hours will be required:

Sheet	# of Sheets	Hours per Sheet	Hours
Title Sheet	1	8	8
General Notes/Summary of Quantities	1	16	16
Alignment, Ties and Benchmark Sheets (1"=50')	1	10	10
Existing and Proposed Typical Sections	1	28	28
Construction Details	3	8	24
Maintenance of Traffic (MOT) – General Notes and Typical Sections	1	16	16
Maintenance of Traffic (MOT) – Detour Plan	1	10	10
Existing Conditions and Removal Plan	1	20	20
Roadway Plan and Profile (1"=20')	2	24	48
Utility Plan and Profile (1" = 20')	2	32	64
Erosion Control Plan (1"=50')	1	10	10
Erosion Control Plan Details	1	8	8
Cross Sections	4	12	48
Specifications	--	--	32
Cost Estimate/Quantities	--	--	40
TOTAL	20		382

All special contract special provisions will be prepared in IDOT standard format.

Task 8 – Final Plans, Specifications, and Estimate (95%):

Based on the Village's pre-final review comments, CBBEL will revise the plans, specifications and estimate. During this task, the exact letting date will be determined and an estimated construction schedule will be provided. The final plans will be submitted to the Village for review and approval.

Task 9 – Bid Documents (100%):

CBBEL will finalize the plans, specifications, and estimate for bidding.

Task 10 – Project Coordination:

CBBEL will coordinate with the Village and assist the Village in coordinating with project stakeholders throughout the design and permitting of the project. In addition to phone conversations and written and electronic coordination, it is anticipated that one (1) project coordination meeting will be held with Village Staff.

Task 11 – Bidding Assistance:

CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

ESTIMATE OF FEE

We estimate our fee for services to be \$103,795 as detailed on the attached work effort. We will not exceed this amount without your prior written consent.

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

Michael E. Kerr, PE
President

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS
ACCEPTED FOR THE VILLAGE OF BENSENVILLE:

BY: _____
TITLE: _____
DATE: _____

CBBEL WORK EFFORT
Village of Bensenville
Eastern Avenue Reconstruction

May 12, 2020

Task	Personnel & Hours																		% of Hours	Total Cost
	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer I/II	Survey V	Survey IV	Survey III	Survey II	Survey I	Engineering Technician IV	CAD Manager	CAD II	Landscape Architect	Administrative	Service by Others				
Rate	\$251.00	\$208.00	\$170.00	\$152.00	\$121.00	\$229.00	\$196.00	\$172.00	\$126.00	\$100.00	\$161.00	\$177.00	\$135.00	\$170.00	\$104.00		Total Hours			
Task 1: Topographic Survey						1	2	2	16	16		12					49	8.0%	\$6,705.00	
Task 2: J.U.L.I.E. Utility Coordination								6									6	1.0%	\$1,032.00	
Task 3: Field Reconnaissance	2			8												\$ 6,700.00	10	1.6%	\$8,418.00	
Task 4: Geotechnical and Environmental Investigation				1													1	0.2%	\$152.00	
Task 5: Evaluation of Geotechnical Reports	2			4													6	1.0%	\$1,110.00	
Task 6: Permitting	4	4	66	40													114	18.7%	\$19,136.00	
Task 7: Pre-Final Plans, Specifications, and Estimate (75%)	16		48	88	80							16					248	40.7%	\$38,064.00	
Task 8: Final Plans, Specifications and Estimate (95%)	8		24	48	24												104	17.0%	\$16,288.00	
Task 9: Bid Documents (100%)	2		4	12	12												30	4.9%	\$4,458.00	
Task 10: Project Coordination	4		12									8					24	3.9%	\$4,460.00	
Task 11: Bidding Assistance	2		16														18	3.0%	\$3,222.00	
Subtotal	40	4	170	201	116	1	2	8	16	16	0	36	0	0	0	\$ 6,700.00	610	100.0%	\$103,045.00	
% of Hours	6.6%	0.7%	27.9%	33.0%	19.0%	0.2%	0.3%	1.3%	2.6%	2.6%	0.0%	5.9%	0.0%	0.0%	0.0%		100.0%	100.0%		
Total Cost	\$10,040.00	\$832.00	\$28,900.00	\$30,552.00	\$14,036.00	\$229.00	\$392.00	\$1,376.00	\$2,016.00	\$1,600.00	\$0.00	\$6,372.00	\$0.00	\$0.00	\$0.00	\$0.00	\$96,345.00		\$103,045.00	
Direct Costs																			\$750.00	
Total Cost																			\$103,795.00	



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
Phone 630.462.2600

May 11, 2021

Mr. Jason G. Souden, P.E.
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920

RE: P.N. 67,026
Geotechnical Exploration and
Environmental Analysis for LPC-662/663
Eastern Avenue Reconstruction
West of Ellis Street
Bensenville, IL

Dear Mr. Souden

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the above captioned project. It is in response to your email dated May 7, 2021. The objectives of the Geotechnical Study are to explore soil and groundwater conditions and provide recommendations for pavement reconstruction including new watermain and storm sewer repairs. An alternate is also included for Environmental Analysis in connection with IEPA LPC-662/663 Forms.

Boring Program:

We are proposing to drill three (3) soil borings to 10 feet in depth as part of our Geotechnical Exploration (about 30 lineal feet total). For the purposes of this proposal we have assumed that the boring locations will be accessible to a conventional truck or ATV mounted drill, to be performed on the existing roadway.

TSC will utilize personnel who are trained in layout procedures to stake the borings in the field. Ground surface elevations for each borehole will be determined by GPS using a Trimble R8s GNSS receiver. Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired for an added cost if necessary.

Soil samples will primarily be obtained by split-spoon methods, with thin-walled tubes also taken if conditions dictate. Sampling will be performed at 2½-foot intervals for at least the first 15 feet (and greater if fill or unsuitable soil types extend below that depth), to otherwise not exceed 5-foot intervals. A representative portion of the split-spoon samples will be placed in a glass jar with screw-type lid for transportation to our laboratory, along with select dual samples for analytical testing (if required). Groundwater observations will also be made during and following completion of drilling operations, with the boreholes to be backfilled immediately and also patched at the surface.

Laboratory Testing:

Samples obtained from the borings will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as

pocket penetrometer estimates of unconfined compressive strength, as appropriate. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

Engineering Report:

A geotechnical engineering report will be prepared upon completion of field and laboratory testing, to include typed boring logs and a location plan. The report will provide a summary of soil and groundwater conditions as well as address their impact on the proposed pavement reconstruction. It will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structure or purpose described in this proposal. These may include the following as applicable:

- General earthwork and construction considerations.
- Remedial work and/or treatment of unstable or unsuitable soil types.
- Fill placement and compaction requirements.
- Anticipation and management of groundwater.

POTENTIALLY IMPACTED PROPERTY (PIP) EVALUATION & ENVIRONMENTAL SOIL ANALYSIS FOR IEPA LPC-662 OR LPC-663 FORM:

Testing Service Corporation (TSC) will perform a "Potentially Impacted Property" (PIP) evaluation for completion of the LPC-662 Form and, if necessary, provide sampling and laboratory analyses for completion of the LPC-663 Form.

Uncontaminated soil including uncontaminated soil mixed with clean construction or demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)]. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer or geologist (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

STEP ONE: Potentially Impacted Property (PIP) Evaluation

TSC will evaluate current Federal and State environmental agency records for the site by obtaining a First Radius Map Report from Environmental Data Resources, Inc. (EDR). Review of the Radius Map Report assists in identifying potential contamination sources from the project site as well as nearby properties which may cause it to be considered a PIP. TSC will also perform a site reconnaissance to evaluate it and the surrounding area for evidence of the use or release of hazardous substances or petroleum products. Soil samples collected from the borings will be analyzed for pH.

Based on the results of this review, the TSC Professional Geologist will conclude if the source site is a PIP. If the source site is not identified as a PIP and pH analysis meet IEPA requirements, TSC will prepare a letter discussing the reviewed information and recommend that the Owner or

Operator sign the LPC-662 Form certifying that the site is not a PIP and the soil is presumed to be uncontaminated. This form is acceptable at most of the Uncontaminated Soil Fill Operation (USFO/CCDD) facilities.

STEP TWO: LPC-663 Analytical Testing (if required)

In the event that the source site (or portions thereof) is identified as a PIP, the owner is unwilling to sign the LPC-662 form or the prospective USFO/CCDD facility selected for disposal of the soil requires analysis for acceptance of it, TSC will perform additional soil analysis for completion of the LPC-663 form at additional costs outlined in this proposal. Soil samples are to be collected from zones to be excavated as part of the proposed site improvements. Immediately upon removing the soil from the sampler, a representative portion will be placed in a clean glass sample jar and kept cool for possible analytical testing. A second portion will be broken up to maximize surface area and placed in a separate clean jar which is covered with an aluminum foil liner. A headspace analysis will be performed on the second samples, i.e. a photo-ionization detector (PID) used to check for the presence of volatile organic vapors.

The number of samples analyzed and the parameters of the analytical testing will be based upon the Potentially Impacted Property evaluation. For proposal purposes, it is assumed that four (4) samples will be analyzed for volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), total RCRA Metals and pH. If additional samples or analytical parameters are appropriate in the judgement of the PE/PG based on the records review, site reconnaissance or PID screening, additional samples will be collected at that time with the costs of analysis to be discussed with the client prior to analysis. Selected samples will be placed in laboratory supplied jars or vials and properly preserved in a cooler on ice. They will be shipped to an analytical laboratory following standard chain-of-custody procedures.

The list of analytical parameters noted are acceptable at the majority of local USFO/CCDD facilities although analysis of additional parameters may be required by some of them. If possible, we recommend that the USFO/CCDD facility destination to be used for a particular project be contacted to verify that the analytical parameters proposed will be sufficient. Additional cost for analysis of the full MAC list is listed as an optional item in the Cost Estimate.

The analytical results will be compared to Maximum Allowable Concentrations of Chemical Constituents in Uncontaminated Soil Used as Fill Material At Regulated Fill Operations (MACs) as presented in 35 IAC 1100.Subpart F.

It should be noted that if one or more total metals concentrations exceed their respective MAC, addition analysis of the TCLP or SPLP extract may be performed for those metals. In accordance with 35IAC1100.610(b)(3)(C) and as an alternative to the MAC value, compliance verification may be determined by comparing soil sample extraction results by TCLP or SPLP to the respective TACO Class 1 Soil Component of the Groundwater Ingestion Exposure Route Objective in 35IAC742 Appendix B, Table A. TSC will perform this additional analysis if all other parameters with the exception of the metal(s) meet the MACs.

A summary report will be prepared which describes the sampling procedures and results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The LPC-663 Form will be included as an attachment to the summary report.



Please note that our signing of Form LPC-663 is contingent upon all constituents meeting their respective MACs. If any constituent exceeds the MACs, the Licensed Professional Engineer or Geologist will not be able to certify the soil as uncontaminated. In that event, additional analysis may be required in connection with disposal at a Subtitle D landfill, at additional cost for consulting, analytical testing and completion of the waste profile.

Fees and Scope:

TSC is proposing a not-to-exceed budget amount of Two Thousand Five Hundred Dollars (\$2,500.00) to provide the Geotechnical Exploration outlined above. This is based on the understanding that: the boring locations are accessible to conventional drilling equipment; none are to be located in standing water, within wooded areas or on steeply sloping ground; and the work can be performed during standard business hours. Our fees are further subject to this proposal being accepted by you on or before July 31, 2021.

The PIP evaluation with pH analysis for completion of the LPC-662 Form would be One Thousand Three Hundred Dollars (\$1,300.00). If the PIP evaluation indicates the need for analytical testing, this additional analysis and completion of the associated LPC-663 Form would add an estimated Two Thousand Nine Hundred Dollars (\$2,900.00). This results in a total environmental budget amount of up to Four Thousand and Two Hundred Dollars (\$4,200.00) per a Cost Estimate attached.

Should the study reveal unexpected subsurface conditions requiring a change in the scope of work, you will be contacted before we proceed with any additional work. Our invoice would then be based on our standard unit rates given in the attached Cost Estimate or as otherwise agreed upon. While our quoted fee does not include earthwork, excavation, and/or footing observations during the construction phase, the project budget should include a provision for these services. Plan review, preconstruction meetings and/or other consulting and professional services that are provided subsequent to the delivery of TSC's report would be covered by separate invoice.

Closure:

The geotechnical engineering and environmental services being performed are subject to TSC's attached General Conditions (as modified for CBBEL). TSC charges include all state and federal taxes that may be required. However, unless stated otherwise they do not include license, permit or bond fees that local governments may impose, if any to potentially be added to our invoice. The invoice(s) will be sent to the following unless written instructions to the contrary are received:

Mr. Jason G. Souden, P.E.
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920
Tel: (847) 823-0500
Email: jsouden@cbbel.com

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. It would be helpful if you could also complete the



attached Project Data form indicating who is to receive copies of TSC's report and other related information.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION

A handwritten signature in black ink, appearing to read "M. Machalinski".

Michael V. Machalinski, P.E.
Vice President

Enc: Cost Estimate
General Conditions
Project Data Sheet

cc: Mr. Bryan Welch
Christopher B. Burke Engineering, Ltd.
Email: bwelch@cbbel.com

PLEASE CHECK IF DESIRED

☐ Potentially Impacted Property Evaluation (PIP) AND LPC-662/663 ANALYSIS

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

COST ESTIMATE
PIP EVALUATION FOR LPC-662 AND LPC-663 ANALYSIS

ITEM		UNITS	QTY	RATE	COST
STEP 1: RECORDS REVIEW, SITE RECONNAISSANCE & PH ANALYSIS FOR PIP EVALUATION					
1.1	PIP Evaluation, Select Samples for Analysis & Completion of LPC-662 Form for Owners Signature if Site is not Identified as a PIP.	Lump Sum	1.0	1,300.00	\$ 1,300.00
STEP 2: IF A PIP IS IDENTIFIED, BELOW ARE ADDITIONAL COSTS FOR LPC-663 ANALYSIS					
ANALYTICAL TESTING FOR LPC-663 FORM					
2.1	VOCs, PNAs, RCRA Metals & pH @ Standard 5 to 7 Business Day Turnaround (Analysis Dependent on Contaminants of Concern Identified in PIP Evaluation)	Each	4	500.00	\$ 2,000.00
2.2	Surcharge for Expedited 2-3 Business Day Turnaround	Each	0	100%	\$ 0.00
2.3	TCLP/SPLP Analysis of Metals which exceed MACs, if required. (Cost dependent on specific metals analyzed)	Each	2	\$100 Extraction + \$35/Metal	\$ 270.00
2.4	Analytical testing for full MAC list, required at some CCDD/USFO facilities @ Standard 5 to 7 Business Day Turnaround	Each	0	1,642.00	\$ 0.00
2.5	Environmental Personnel to Screen Samples with PID	Hour	1	130.00	\$ 130.00
REPORTING SERVICES					
3.1	Professional Geologist for Project Management and Prepare Summary Report, with P.G. Signed Form LPC-663, if uncontaminated.	Lump Sum	1	500.00	\$ 500.00
3.2	Additional Analytical Testing and Completion of Waste Profile if Soil is Landfilled	Est.	0.0	600.00	\$ 0.00
ESTIMATED COST OF PIP EVALUATION AND LPC-662 FORM					\$ 1,300.00
ADDITIONAL ESTIMATED COST OF SERVICES FOR COMPLETION OF LPC-663 FORM IF PIP IS IDENTIFIED (STANDARD TAT):					\$ 2,900.00
ESTIMATED TOTAL COST FOR PIP EVALUATION & LPC-663 SERVICES (STANDARD TAT):					\$ 4,200.00

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**May 25, 2021**DESCRIPTION:**

Resolution Authorizing an Award of a Contract for Design Engineering Services for the 2022 Village Watermain Improvements Project to James J. Benes & Associates, Inc. in the not-to-exceed amount of \$71,650

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:N/A

BACKGROUND:

The Village solicited a proposal to perform design-engineering services from one of the short listed firms James J. Benes (JJB) and Associated for the 2022 Watermain Improvements Project. The project limits are Glendale St, Medinah St and Brookwood St between Marshall Rd and Eastview Ave. The watermain in the proposed project area is original which was installed in 1950s and 1960s and nearing its useful life cycle. Furthermore, the Pavement Condition Index evaluation study performed in 2020 indicate the PCI scores of 45, 43 and 37 for Glendale, Medinah and Brookwood, respectively. The PCI ratings falls in the rehabilitation category of Mill, patch and overlay for Glendale and Medinah while Brookwood is borderline full depth pavement removal. Unless the soil borings reveals very different underground condition, the staff is planning to perform Mill, Patch and overlay for all three streets.

KEY ISSUES:

In 2017, the Village advertised for and selected through a Qualification Based System (QBS) approach a list of engineering firms to provide design as well as construction engineering services for the upcoming years. James J Benes & Associates (JJB) is one of the short listed firms to provide design-engineering services. JJB brings forth a very experienced project team that has successfully provided design engineering on all phases of Volk Bros projects, IL-19 Watermain and Culvert, both phases of the IL-19 Streetscape Project, 2017 & 2018 Residential Streetlight, 2019 Village Streets and 2018, 2019 & 2020 Watermain Improvement Projects. The proposed assignment scope includes survey, geotechnical investigation, environmental testing, outside permitting, design, and bidding assistance.

JJB's original proposed work effort and fee total was in the amount of \$75,609, which has been reduced to \$71,650 resulting in the savings of \$2,959. This not-to-exceed fees equate to 4.7% of the estimated \$1.5 million total costs for this project. The 4.7% Design engineering costs are below the typical 5-8% range.

ALTERNATIVES:

Discretion of the Village Board.

RECOMMENDATION:

Staff recommends award of an engineering services contract with James J. Benes & Associates, Inc.

BUDGET IMPACT:

In FY2021, staff has budgeted \$107,000 for the 2022 Village Watermain design in account 51080860-536513.

ACTION REQUIRED:

Approval of Resolution Authorizing an Award of a Contract for Design Engineering Services for the 2022

Village Watermain Improvements Project to James J. Benes & Associates, Inc. in the not-to-exceed amount of \$71,650.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	5/14/2021	Resolution Letter
Location Map	5/14/2021	Backup Material
Proposal - Revised	5/14/2021	Backup Material
Proposal - Draft	5/14/2021	Backup Material

RESOLUTION NO. _____

**AUTHORIZING AN AWARD OF A CONTRACT FOR
DESIGN ENGINEERING SERVICES FOR THE
2022 VILLAGE WATERMAIN IMPROVEMENTS PROJECT
TO JAMES J. BENES & ASSOCIATES, INC.
IN THE NOT-TO-EXCEED AMOUNT OF \$71,650.00**

WHEREAS the Village of Bensenville strives to provide quality services to its residents; and

WHEREAS water distribution is one of the core services provided by the Village;
and

WHEREAS it is necessary to maintain the underground infrastructure that assists with providing such services; and

WHEREAS based on the deteriorating conditions of the existing watermain the Village staff has identified Glendale St, Medinah St and Brookwood St from Marshall Rd to Eastview Ave as the candidates for the 2022 Village Watermain Improvement Project;
and

WHEREAS the 2020 pavement condition index (PCI) ratings for Glendale St, Medinah St and Brookwood St are 45, 43 and 37, respectively

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

WHEREAS James J. Benes (JJB) & Associates, Inc. of Lisle, IL is one of the short listed firms; and

WHEREAS JJB has an extensive amount of experience working on municipal projects including multiple projects for the Village; and

WHEREAS the Village requested a proposal from JJB; and

WHEREAS after negotiations the design engineering service fees are \$71,650.00;
and

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing an award of a contract for design engineering services for the

2022 Village Watermain Improvements Project to James J. Benes & Associates, Inc. in the not-to-exceed amount of \$71,650.00

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 25th day of May 2021.

APPROVED:

Frank DeSimone
Village President

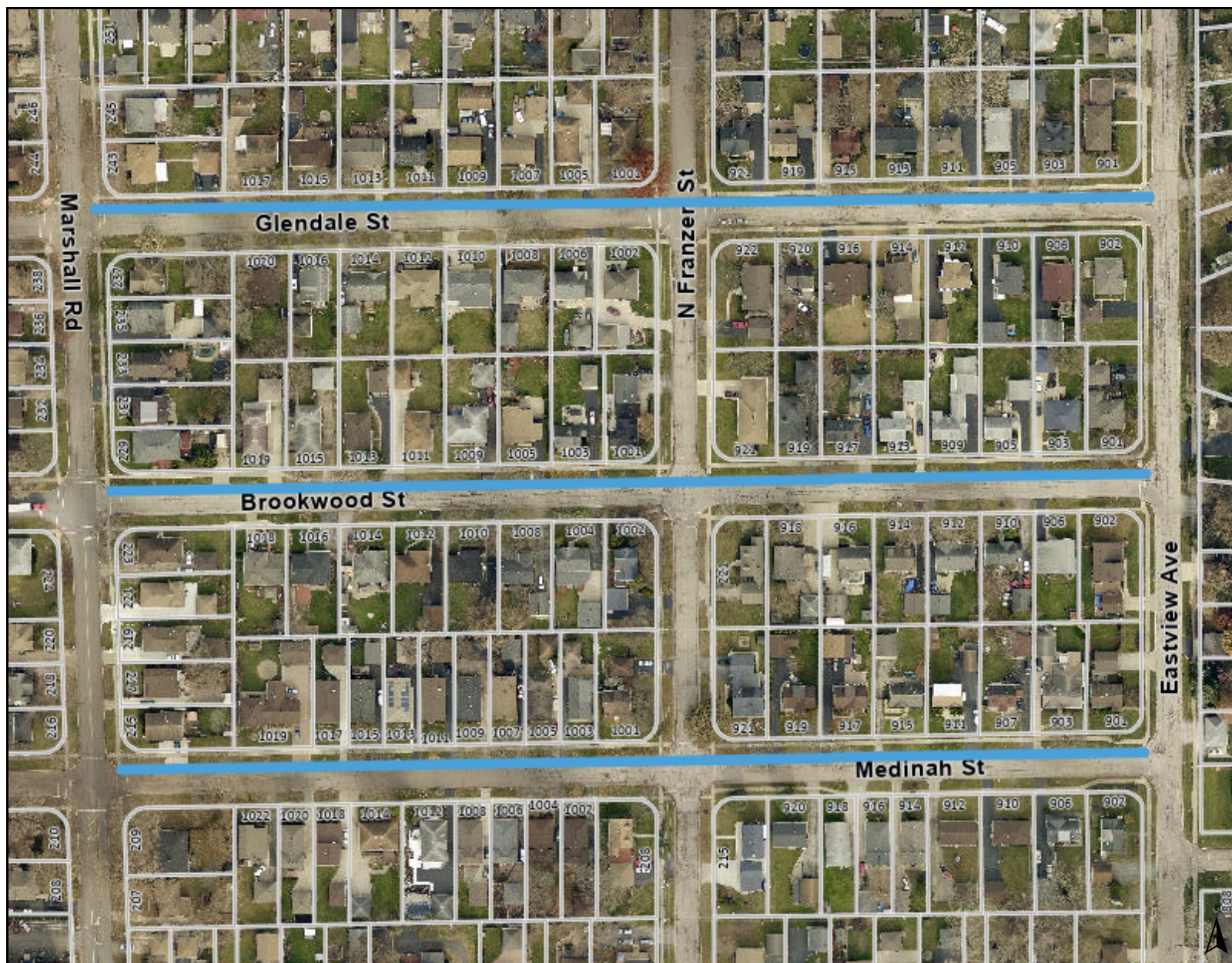
ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

**Legend**

0 300 600
ft

Print Date: 5/6/2021

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



JAMES J. BENES AND ASSOCIATES, INC.
CONSULTING ENGINEERS

May 14, 2021

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

Re: Engineering Proposal
2022 Village Water Main Replacement Project

Dear Mr. Caracci,

James J. Benes and Associates, Inc. (JJB) appreciates the opportunity to submit our Fee Proposal for provide final design engineering services for the 2022 Village Water Main Replacement Project. Our understanding of the project and scope of work to be provided to the Village are presented in the attached Statement of Qualifications. Our not-to-exceed cost to perform the services is presented in the following paragraphs. Please call me at (630) 719-7570 if you have any questions or comments concerning our proposal.

UNDERSTANDING OF PROJECT

The Village of Bensenville proposes roadway resurfacing and existing water mains replacement along the following streets.

- Medinah Street – Marshall Road to Eastview Avenue
- Brookwood Street – Marshall Road to Eastview Avenue
- Glendale Street – Marshall Road to Eastview Avenue

The improvements consist of replacement of approximately 4,000 feet of existing water main with new 8" water main with 1.5" copper services. The installation of the new water main is expected to be located within the same parkway as the existing water or within the pavement.

Following water main installation all streets will be resurfaced with spot repair of driveway aprons, sidewalks, and curb/gutters. The scope will also include storm structure repairs and replacement as necessary along with ADA sidewalk ramps. The typical scope of construction includes the following:

- Transferring existing water services from the old main to provide a new service tap on the newly installed water main. The existing water service will be replaced up to and including the buffalo boxes. Far side domestic services are intended to be bored where practical.
- The installation of new water main is expected to be installed using open cut trench method.
- Gate valves and vaults and fire hydrants will be installed on the new water main as required.
- Storm sewer lining will be performed.
- Spot repairs of driveway aprons, curb and gutters, and sidewalks impacted by the water main construction and as necessary due to condition will be performed.
- Pavement grinding and overlay will be performed.
- Landscape restoration will be performed.

Design of the water main and roadway resurfacing will be completed so the project may be let in February/March 2022. Funding for the design and construction will be solely funded by the Village of Bensenville through water/sewer enterprise and capital funds.

950 Warrenville Road, Suite 101
Lisle, Illinois 60532

Tel. (630) 719-7570
Fax (630) 719-7589

The Village desires professional engineering services to perform design of the work specified in the Request for Proposal that includes field survey, preparation of plans and specifications, permitting, and bidding services.

SCOPE OF WORK

The following professional engineering services are proposed to be provided to the Village of Bensenville regarding the 2022 Village Water Main Replacement Project. All of the design engineering tasks will be performed in accordance with the Village of Bensenville roadway and water main standards, ISPE Standard Specifications for Water and Sewer Main Construction in Illinois, and IDOT Standard Specifications for Road and Bridge Construction.

I. PRELIMINARY ENGINEERING PHASE:

A. Data Collection and Review:

1. Engineering studies and plans, atlases and other utility information will be obtained from the Village and reviewed.
2. Utility atlases will be obtained from the applicable utility companies to assist in identifying existing underground facilities.

B. Early Coordination:

1. We will attend a coordination meeting with the Village Staff at the onset of the project for the purpose of confirming the scope of the project, anticipated schedule, and to discuss any specific needs of the Village.
2. Coordination will be provided with the Village of Bensenville from the start of the project until the feasibility study has been completed.

C. Field Survey:

A field survey will be performed using total station along the above roadway sections for approximately 4,500 feet. The locations of all items of planimetry (i.e. drives, trees, fences, signs, utilities, etc.) will be determined to the existing right-of-way. Front face of buildings will be located to determine water service replacement if determined necessary during construction. The sizes and inverts of sewers will be established. No cross sections will be taken. English units and the NAVD88 vertical control will be used for all measurements.

D. Base Plan Sheets:

Base plan sheets will be prepared using the data collected in the field survey and information shown on the utility atlases provided by the Village and utility companies. The base sheets will be prepared in AutoCad compatible files and will show all existing pavements, sidewalks, utilities, trees, property lines, and other features for use in preparation of the final plans.

E. Geotechnical Investigation:

Geotechnical investigation including soil borings will be performed to explore soil and water table conditions within the area of the proposed water main construction and thickness of the existing pavement. It has been assumed six (6) soil borings to depths of up to 10' below existing ground surface will be taken as part of the geotechnical investigation. Thickness of the existing pavement will be determined from the soil borings and no pavement cores will be taken. This work will be subcontracted to the geotechnical engineer consultant Testing Service Corporation or SEECO Consultants.

F. Environmental Investigation:

Environmental investigation including soil sampling and analysis will be performed to certify that the soil is suitable for fill in a Clean Construction or Demolition Debris (CCDD) or uncontaminated fill facility. This work will be subcontracted to the geotechnical engineering consultant Testing Service Corporation or SEECO Consultants. If areas are encountered that do not meet the CCDD requirements, additional testing may be required. This additional work will be considered additional services.

G. Pavement Evaluation:

A pavement design will be performed using data from the geotechnical investigation and in accordance with IDOT/Village's requirements to develop the thickness of the proposed pavement section.

H. Preliminary Design Studies:

1. Limits for curb and gutter, sidewalk and driveway removals and replacements will be established.
2. A preliminary design that shows the planned horizontal alignment at critical locations will be developed for the proposed water main improvements.
3. The construction staging to maintain traffic and access to residences will be developed.
4. An estimate of the cost for construction will be developed.

II. DESIGN ENGINEERING PHASE:

A. Final Design:

We will finalize the elements of the proposed improvement based on the recommendations from the Village. Roadway improvements, water main design, and other design elements will be finalized.

B. Plan Preparation:

Engineering plans will be prepared in CADD format using English units. The plans will include the following plan sheets:

- Title Sheet
- General Notes and Schedule of Quantities
- Summary of Quantity Plan Sheets
- Alignment and Benchmarks
- Existing Typical Section Sheets
- Proposed Typical Section Sheets
- Traffic Control Plan
- Resurfacing Plan
- Pavement Marking Plan
- Drainage and Utility Plan
- Water Main Connection Details
- Water Main Details
- Construction Details
- IDOT District Details
- Standard Details

C. Special Provisions and Bidding Documents:

Technical specifications and special provisions, bidding documents and construction contract documents will be prepared using Village standards and policies, ISPE Standard

Specifications for Water and Sewer Main Construction in Illinois, and IDOT Standard Specifications for Road and Bridge Construction.

D. Estimates of Cost and Time

1. Estimates of construction cost will be prepared based on the quantities shown on the pre-final and final plans.
2. An estimate of working days to complete the proposed construction will be prepared based on the quantities shown on the final plans.

E. Permitting:

1. Stormwater Permit - It appears no streets are located within a floodplain. If there were, no stormwater permit would be required for the roadway resurfacing work as long as no additional material is being placed or grades are raised along any streets within the floodplain. The project is classified as "Maintenance" per the current version of DuPage County's Stormwater and Flood Plain Ordinance regarding roadway improvements. General Certification "Pertaining to the Construction of Utilities" would apply for water main work within special management areas. However, since no special management area is anticipated to be impacted and the project is classified as "Maintenance", no stormwater permit is needed.
2. IDOT and DPC Highway Permit - No IDOT or DuPage County Highway permit is required since there will be no working within IDOT or Country right-of-way.
3. IEPA Water Main Permit - Water main construction permit application documents will be prepared and submitted with copies of the plans and specifications to the Illinois Environmental Protection Agency.
4. IEPA NOI - A Notice of Intents for General Permit to Discharge Storm Water Associated with Construction Site Activities permit application will be prepared and submitted to the Illinois Environmental Protection Agency.

F. Submittals and Reviews:

1. Preliminary plans will be submitted to the Village at the stage of 60% completion. A meeting will be held with the Village to discuss review comments on the preliminary plans.
2. Pre-final plans, special provisions and cost estimates will be submitted to the Village at the stage of 90% completion. A meeting will be held with the Village to discuss review comments on the pre-final plans.
3. Pre-final plans will be submitted to the utility companies for the purpose of identifying potential conflicts and alerting the utilities of any required relocations. Coordination will be provided with the utility companies, as required, to resolve identified conflicts and to schedule relocations.
4. Submit final plans and specification to necessary agencies for permit review and approval.
5. Final plans, special provisions, and estimates of cost and time will be submitted to the Village for bidding approval. Final design quantities for all construction items will be computed and tabulated. The final plans will be submitted to the applicable utility companies.

G. Bidding:

We will assist the Village as needed in receiving bids; advertise for bids; attend the bid opening; prepare bid tabulation; and prepare correspondence for award of contract. It is anticipated that plans and contract documents will be sold at the office of James J. Benes and Associates, Inc. and payment for the plans and contract documents made to James J. Benes and Associates, Inc. Digital plans and contract documents will be sold instead of paper copies.

H. QC/QA Review:

A QC/QA review of all disciplines for constructability and discrepancies will be performed prior to all major submittals.

I. Administrative:

1. We will not attend any progress meetings with the City staff as none is anticipated.
2. We will not attend a pre-construction meeting with Village Staff and Contractors.

While preparing the proposal, the following assumptions about the scope of work were made, and it is understood that a change in the scope of work will affect the final engineering costs. It was assumed that preparation of Plat of Highways and legals will not be required since it is anticipated that there will be no proposed right-of-way or easement takes. Should the Village wish James J. Benes and Associates to perform these services, they shall be considered additional services.

Fees for additional services beyond the scope of this proposal, when approved by the Village, will be compensated for on an hourly basis unless an agreed to proposal for the additional services is executed.

PROJECT SCHEDULE

The following is a general design schedule for 2022 Village Water Main Replacement Project.

- | | |
|--|------------------|
| • Authorization to Proceed | May 26, 2021 |
| • Submit Preliminary Plans | October 4, 2021 |
| • Submit Pre-Final Plans and Documents | November 1, 2021 |
| • Submit Final Plans for Permit Review | December 6, 2021 |
| • Submit Final Plans and Documents for Bidding | January 30, 2022 |
| • Bid Opening | March 3, 2022 |

COMPENSATION

Compensation for all services will be on an hourly rate basis. Invoices will be prepared monthly and will document the direct payroll and direct costs expended. **The not-to-exceed cost including direct payroll, expansion for overhead and payroll burden, professional fee, and direct costs for the 2021 Village Water Main Replacement Project is \$71,650.** The not-to-exceed cost is based on the "Estimate of Manhours and Costs" that is attached to and made part of the proposal.

CONDITIONS

- A. **TERM OF THE AGREEMENT** This Agreement shall commence up execution of this Agreement by the Village and Consultant. However, the Village or the Consultant may without liability terminate this Agreement at any time without cause after 30 days' notice by either party of their desire to terminate. Upon termination of this Agreement, the Consultant shall deliver to the Village all completed work products, all work in process in such form and manner as to enable the Village

to determine the amount and nature of work completed, all equipment, keys, records, databases, storage media, reports and all other documents related to work performed under this Agreement. In the event of termination by either party, the Consultant shall be paid for the value of all acceptable work performed prior to the effective date of termination.

- B. **CHANGES:** This Agreement may only be changed by written amendment which specifies the terms being revised and which has been signed by both parties hereto.
- C. **DISPUTE RESOLUTION** All claims, disputes, and other matters in question arising out of, or related to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Rules of the American Arbitration Association. This agreement to so arbitrate shall be specifically enforceable under prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party of this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after institution of legal or equitable proceedings based upon when such claim, dispute, or other matter in question would be barred by applicable statute of limitations. The award rendered by the Arbitrator(s) shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event of a claim, jurisdiction and venue shall be in DuPage County, Illinois.
- D. **APPLICABLE LAWS** In performing the full scope of work set forth in this Agreement, the Consultant will comply with all applicable laws, regulations and rules promulgated by Federal, State, County, and Municipal units of government, including but not limited to workers' compensation laws, equal employment opportunity, drug-free workplace requirements, and employment of Illinois workers.
- E. **STANDARD OF CARE:** The standard of care for all professional services performed or furnished by the Consultant under this Agreement will be the skill and care used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.
- F. **INDEMNIFICATION** To the fullest extent permitted by law, the Village and the Consultant each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the Village and the Consultant, they shall be borne by each party in proportion to its negligence.
- G. **FORCE MAJEURE** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
- H. **GOVERNING LAW** This Agreement shall be construed and interpreted in accordance of the laws of the State of Illinois, County of DuPage.

ACCEPTANCE

Please contact us if you have any questions or require additional information regarding this proposal for engineering services. If this proposal is agreeable to the Village of Bensenville, please sign and return one copy for our records.

Respectfully submitted:
JAMES J. BENES AND ASSOCIATES, INC.



By: Bradley D. Hargett
PE(WI) • PLS(IL) • CFM
Vice President

Accepted for: Village of Bensenville

by: _____ Date: _____

**DRAFT ESTIMATE OF MANHOURS AND COSTS
DESIGN ENGINEERING SERVICES
FOR
VILLAGE OF BENSENVILLE
2022 VILLAGE WATER MAIN REPLACEMENT PROJECT**

CATEGORY OF SERVICE	PRINC.	SR. ENG.	PROJ. ENG.	TECH	TOTAL HOURS	DIRECT PAYROLL	TOTAL PAYROLL COST	DIRECT COSTS	TOTAL COST
I. PRELIMINARY ENGINEERING									
A. Data Collection & Review	0	0	6	2	8	\$290	\$812	\$0	\$812
B. Early Coordination	6	0	6	0	12	\$620	\$1,736	\$0	\$1,736
C. Field Survey	2	0	4	144	150	\$4,173	\$11,684	\$0	\$11,684
D. Base Plan Sheets	0	0	4	44	48	\$1,345	\$3,766	\$0	\$3,766
E. Geotechnical Investigation	0	0	2	0	2	\$79	\$221	\$4,500	\$4,721
F. Environmental Investigation (CCDD)	0	0	2	0	2	\$79	\$221	\$1,000	\$1,221
G. Pavement Evaluation	0	0	4	0	4	\$157	\$440	\$0	\$440
H. Preliminary Design Studies									
1. Limit of R&R Items Established	0	0	12	16	28	\$903	\$2,528	\$0	\$2,528
2. Preliminary Water Main Design	4	0	16	20	40	\$1,424	\$3,987	\$0	\$3,987
3. Storm Sewer Lining & Spot Repair Design	4	0	8	12	24	\$894	\$2,503	\$0	\$2,503
4. Construction Staging	0	0	4	0	4	\$157	\$440	\$0	\$440
5. Preliminary Cost Estimate	0	0	4	0	4	\$157	\$440	\$0	\$440
SUB TOTAL - PRELIMINARY ENGINEERING	16	0	72	238	326	\$10,278	\$28,778	\$5,500	\$34,278
II. DESIGN ENGINEERING									
A. Final Design	2	0	12	0	14	\$599	\$1,677	\$0	\$1,677
B. Plan Preparation	10	0	86	164	260	\$8,444	\$23,643	\$0	\$23,643
C. Special Provisions & Bidding Documents	2	0	32	0	34	\$1,384	\$3,875	\$0	\$3,875
D. Estimates of Cost & Time	0	0	6	0	6	\$236	\$661	\$0	\$661
E. Permitting									
1. IEPA Water Main Construction Permit	0	0	4	2	6	\$211	\$591	\$0	\$591
2. IEPA - NOI Permit	0	0	2	0	2	\$79	\$221	\$0	\$221
F. Submittals									
1. Preliminary Plans	0	0	6	2	8	\$290	\$812	\$0	\$812
2. Pre-final Plans	0	0	6	2	8	\$290	\$812	\$0	\$812
3. Final Plans	0	0	4	2	6	\$211	\$591	\$0	\$591
4. Utilities	0	0	4	0	4	\$157	\$440	\$0	\$440
G. Bidding	0	0	8	4	12	\$422	\$1,182	\$0	\$1,182
H. QC/QA Review	16	0	0	0	16	\$1,024	\$2,867	\$0	\$2,867
I. Administrative									
1. Progress Meetings	0	0	0	0	0	\$0	\$0	\$0	\$0
2. Pre-construction Conference	0	0	0	0	0	\$0	\$0	\$0	\$0
SUB TOTAL - DESIGN ENGINEERING	30	0	170	176	376	\$13,347	\$37,372	\$0	\$37,372
TOTAL ALL PHASES I & II ITEMS	46	0	242	414	702	\$23,625	\$66,150	\$5,500	\$71,650



JAMES J. BENES AND ASSOCIATES, INC.
CONSULTING ENGINEERS

May 13, 2021

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

Re: Engineering Proposal
2022 Village Water Main Replacement Project

Dear Mr. Caracci,

James J. Benes and Associates, Inc. (JJB) appreciates the opportunity to submit our Fee Proposal for provide final design engineering services for the 2022 Village Water Main Replacement Project. Our understanding of the project and scope of work to be provided to the Village are presented in the attached Statement of Qualifications. Our not-to-exceed cost to perform the services is presented in the following paragraphs. Please call me at (630) 719-7570 if you have any questions or comments concerning our proposal.

UNDERSTANDING OF PROJECT

The Village of Bensenville proposes roadway resurfacing and existing water mains replacement along the following streets.

- Medinah Street – Marshall Road to Eastview Avenue
- Brookwood Street – Marshall Road to Eastview Avenue
- Glendale Street – Marshall Road to Eastview Avenue

The improvements consist of replacement of approximately 4,000 feet of existing water main with new 8" water main with 1.5" copper services. The installation of the new water main is expected to be located within the same parkway as the existing water or within the pavement.

Following water main installation all streets will be resurfaced with spot repair of driveway aprons, sidewalks, and curb/gutters. The scope will also include storm structure repairs and replacement as necessary along with ADA sidewalk ramps. The typical scope of construction includes the following:

- Transferring existing water services from the old main to provide a new service tap on the newly installed water main. The existing water service will be replaced up to and including the buffalo boxes. Far side domestic services are intended to be bored where practical.
- The installation of new water main is expected to be installed using open cut trench method.
- Gate valves and vaults and fire hydrants will be installed on the new water main as required.
- Storm sewer lining will be performed.
- Spot repairs of driveway aprons, curb and gutters, and sidewalks impacted by the water main construction and as necessary due to condition will be performed.
- Pavement grinding and overlay will be performed.
- Landscape restoration will be performed.

Design of the water main and roadway resurfacing will be completed so the project may be let in February/March 2022. Funding for the design and construction will be solely funded by the Village of Bensenville through water/sewer enterprise and capital funds.

950 Warrenville Road, Suite 101
Lisle, Illinois 60532

Tel. (630) 719-7570
Fax (630) 719-7589

The Village desires professional engineering services to perform design of the work specified in the Request for Proposal that includes field survey, preparation of plans and specifications, permitting, and bidding services.

SCOPE OF WORK

The following professional engineering services are proposed to be provided to the Village of Bensenville regarding the 2022 Village Water Main Replacement Project. All of the design engineering tasks will be performed in accordance with the Village of Bensenville roadway and water main standards, ISPE Standard Specifications for Water and Sewer Main Construction in Illinois, and IDOT Standard Specifications for Road and Bridge Construction.

I. PRELIMINARY ENGINEERING PHASE:

A. Data Collection and Review:

1. Engineering studies and plans, atlases and other utility information will be obtained from the Village and reviewed.
2. Utility atlases will be obtained from the applicable utility companies to assist in identifying existing underground facilities.

B. Early Coordination:

1. We will attend a coordination meeting with the Village Staff at the onset of the project for the purpose of confirming the scope of the project, anticipated schedule, and to discuss any specific needs of the Village.
2. Coordination will be provided with the Village of Bensenville from the start of the project until the feasibility study has been completed.

C. Field Survey:

A field survey will be performed using total station along the above roadway sections for approximately 4,500 feet. The locations of all items of planimetry (i.e. drives, trees, fences, signs, utilities, etc.) will be determined to the existing right-of-way. Front face of buildings will be located to determine water service replacement if determined necessary during construction. The sizes and inverts of sewers will be established. No cross sections will be taken. English units and the NAVD88 vertical control will be used for all measurements.

D. Base Plan Sheets:

Base plan sheets will be prepared using the data collected in the field survey and information shown on the utility atlases provided by the Village and utility companies. The base sheets will be prepared in AutoCad compatible files and will show all existing pavements, sidewalks, utilities, trees, property lines, and other features for use in preparation of the final plans.

E. Geotechnical Investigation:

Geotechnical investigation including soil borings will be performed to explore soil and water table conditions within the area of the proposed water main construction and thickness of the existing pavement. It has been assumed twelve (12) soil borings to depths of up to 10' below existing ground surface will be taken as part of the geotechnical investigation. Thickness of the existing pavement will be determined from the soil borings and no pavement cores will be taken. This work will be subcontracted to the geotechnical engineer consultant Testing Service Corporation or SEECO Consultants.

F. Environmental Investigation:

Environmental investigation including soil sampling and analysis will be performed to certify that the soil is suitable for fill in a Clean Construction or Demolition Debris (CCDD) or uncontaminated fill facility. This work will be subcontracted to the geotechnical engineering consultant Testing Service Corporation or SEECO Consultants. If areas are encountered that do not meet the CCDD requirements, additional testing may be required. This additional work will be considered additional services.

G. Pavement Evaluation:

A pavement design will be performed using data from the geotechnical investigation and in accordance with IDOT/Village's requirements to develop the thickness of the proposed pavement section.

H. Preliminary Design Studies:

1. Limits for curb and gutter, sidewalk and driveway removals and replacements will be established.
2. A preliminary design that shows the planned horizontal alignment at critical locations will be developed for the proposed water main improvements.
3. The construction staging to maintain traffic and access to residences will be developed.
4. An estimate of the cost for construction will be developed.

II. DESIGN ENGINEERING PHASE:

A. Final Design:

We will finalize the elements of the proposed improvement based on the recommendations from the Village. Roadway improvements, water main design, and other design elements will be finalized.

B. Plan Preparation:

Engineering plans will be prepared in CADD format using English units. The plans will include the following plan sheets:

- Title Sheet
- General Notes and Schedule of Quantities
- Summary of Quantity Plan Sheets
- Alignment and Benchmarks
- Existing Typical Section Sheets
- Proposed Typical Section Sheets
- Traffic Control Plan
- Resurfacing Plan
- Pavement Marking Plan
- Drainage and Utility Plan
- Water Main Connection Details
- Water Main Details
- Construction Details
- IDOT District Details
- Standard Details

C. Special Provisions and Bidding Documents:

Technical specifications and special provisions, bidding documents and construction contract documents will be prepared using Village standards and policies, ISPE Standard

Specifications for Water and Sewer Main Construction in Illinois, and IDOT Standard Specifications for Road and Bridge Construction.

D. Estimates of Cost and Time

1. Estimates of construction cost will be prepared based on the quantities shown on the pre-final and final plans.
2. An estimate of working days to complete the proposed construction will be prepared based on the quantities shown on the final plans.

E. Permitting:

1. Stormwater Permit - It appears no streets are located within a floodplain. If there were, no stormwater permit would be required for the roadway resurfacing work as long as no additional material is being placed or grades are raised along any streets within the floodplain. The project is classified as "Maintenance" per the current version of DuPage County's Stormwater and Flood Plain Ordinance regarding roadway improvements. General Certification "Pertaining to the Construction of Utilities" would apply for water main work within special management areas. However, since no special management area is anticipated to be impacted and the project is classified as "Maintenance", no stormwater permit is needed.
2. IDOT and DPC Highway Permit - No IDOT or DuPage County Highway permit is required since there will be no working within IDOT or Country right-of-way.
3. IEPA Water Main Permit - Water main construction permit application documents will be prepared and submitted with copies of the plans and specifications to the Illinois Environmental Protection Agency.
4. IEPA NOI - A Notice of Intents for General Permit to Discharge Storm Water Associated with Construction Site Activities permit application will be prepared and submitted to the Illinois Environmental Protection Agency.

F. Submittals and Reviews:

1. Preliminary plans will be submitted to the Village at the stage of 60% completion. A meeting will be held with the Village to discuss review comments on the preliminary plans.
2. Pre-final plans, special provisions and cost estimates will be submitted to the Village at the stage of 90% completion. A meeting will be held with the Village to discuss review comments on the pre-final plans.
3. Pre-final plans will be submitted to the utility companies for the purpose of identifying potential conflicts and alerting the utilities of any required relocations. Coordination will be provided with the utility companies, as required, to resolve identified conflicts and to schedule relocations.
4. Submit final plans and specification to necessary agencies for permit review and approval.
5. Final plans, special provisions, and estimates of cost and time will be submitted to the Village for bidding approval. Final design quantities for all construction items will be computed and tabulated. The final plans will be submitted to the applicable utility companies.

G. Bidding:

We will assist the Village as needed in receiving bids; advertise for bids; attend the bid opening; prepare bid tabulation; and prepare correspondence for award of contract. It is anticipated that plans and contract documents will be sold at the office of James J. Benes and Associates, Inc. and payment for the plans and contract documents made to James J. Benes and Associates, Inc. Digital plans and contract documents will be sold instead of paper copies.

H. QC/QA Review:

A QC/QA review of all disciplines for constructability and discrepancies will be performed prior to all major submittals.

I. Administrative:

1. We will attend progress meetings with the City staff. One meeting is assumed.
2. We will attend a pre-construction meeting with Village Staff and Contractors.

While preparing the proposal, the following assumptions about the scope of work were made, and it is understood that a change in the scope of work will affect the final engineering costs. It was assumed that preparation of Plat of Highways and legals will not be required since it is anticipated that there will be no proposed right-of-way or easement takes. Should the Village wish James J. Benes and Associates to perform these services, they shall be considered additional services.

Fees for additional services beyond the scope of this proposal, when approved by the Village, will be compensated for on an hourly basis unless an agreed to proposal for the additional services is executed.

PROJECT SCHEDULE

The following is a general design schedule for 2022 Village Water Main Replacement Project.

- | | |
|--|------------------|
| • Authorization to Proceed | May 26, 2021 |
| • Submit Preliminary Plans | October 4, 2021 |
| • Submit Pre-Final Plans and Documents | November 1, 2021 |
| • Submit Final Plans for Permit Review | December 6, 2021 |
| • Submit Final Plans and Documents for Bidding | January 30, 2022 |
| • Bid Opening | March 3, 2022 |

COMPENSATION

Compensation for all services will be on an hourly rate basis. Invoices will be prepared monthly and will document the direct payroll and direct costs expended. **The not-to-exceed cost including direct payroll, expansion for overhead and payroll burden, professional fee, and direct costs for the 2021 Village Water Main Replacement Project is \$75,609.** The not-to-exceed cost is based on the "Estimate of Manhours and Costs" that is attached to and made part of the proposal.

CONDITIONS

- A. **TERM OF THE AGREEMENT** This Agreement shall commence up execution of this Agreement by the Village and Consultant. However, the Village or the Consultant may without liability terminate this Agreement at any time without cause after 30 days' notice by either party of their desire to terminate. Upon termination of this Agreement, the Consultant shall deliver to the Village all completed work products, all work in process in such form and manner as to enable the Village

to determine the amount and nature of work completed, all equipment, keys, records, databases, storage media, reports and all other documents related to work performed under this Agreement. In the event of termination by either party, the Consultant shall be paid for the value of all acceptable work performed prior to the effective date of termination.

- B. **CHANGES:** This Agreement may only be changed by written amendment which specifies the terms being revised and which has been signed by both parties hereto.
- C. **DISPUTE RESOLUTION** All claims, disputes, and other matters in question arising out of, or related to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Rules of the American Arbitration Association. This agreement to so arbitrate shall be specifically enforceable under prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party of this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after institution of legal or equitable proceedings based upon when such claim, dispute, or other matter in question would be barred by applicable statute of limitations. The award rendered by the Arbitrator(s) shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event of a claim, jurisdiction and venue shall be in DuPage County, Illinois.
- D. **APPLICABLE LAWS** In performing the full scope of work set forth in this Agreement, the Consultant will comply with all applicable laws, regulations and rules promulgated by Federal, State, County, and Municipal units of government, including but not limited to workers' compensation laws, equal employment opportunity, drug-free workplace requirements, and employment of Illinois workers.
- E. **STANDARD OF CARE:** The standard of care for all professional services performed or furnished by the Consultant under this Agreement will be the skill and care used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.
- F. **INDEMNIFICATION** To the fullest extent permitted by law, the Village and the Consultant each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the Village and the Consultant, they shall be borne by each party in proportion to its negligence.
- G. **FORCE MAJEURE** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
- H. **GOVERNING LAW** This Agreement shall be construed and interpreted in accordance of the laws of the State of Illinois, County of DuPage.

ACCEPTANCE

Please contact us if you have any questions or require additional information regarding this proposal for engineering services. If this proposal is agreeable to the Village of Bensenville, please sign and return one copy for our records.

Respectfully submitted:
JAMES J. BENES AND ASSOCIATES, INC.

By: Bradley D. Hargett
PE(wi) • PLS(IL) • CFM
Vice President

Accepted for: Village of Bensenville

by: _____ Date: _____

**DRAFT ESTIMATE OF MANHOURS AND COSTS
DESIGN ENGINEERING SERVICES
FOR
VILLAGE OF BENSENVILLE
2022 VILLAGE WATER MAIN REPLACEMENT PROJECT**

CATEGORY OF SERVICE	PRINC.	SR. ENG.	PROJ. ENG.	TECH	TOTAL HOURS	DIRECT PAYROLL	TOTAL PAYROLL COST	DIRECT COSTS	TOTAL COST
I. PRELIMINARY ENGINEERING									
A. Data Collection & Review	0	0	6	2	8	\$290	\$812	\$0	\$812
B. Early Coordination	6	0	6	0	12	\$620	\$1,736	\$0	\$1,736
C. Field Survey	2	0	4	144	150	\$4,173	\$11,684	\$0	\$11,684
D. Base Plan Sheets	0	0	4	44	48	\$1,345	\$3,766	\$0	\$3,766
E. Geotechnical Investigation	0	0	2	0	2	\$79	\$221	\$6,500	\$6,721
F. Environmental Investigation (CCDD)	0	0	2	0	2	\$79	\$221	\$1,800	\$2,021
G. Pavement Evaluation	0	0	4	0	4	\$157	\$440	\$0	\$440
H. Preliminary Design Studies									
1. Limit of R&R Items Established	0	0	12	16	28	\$903	\$2,528	\$0	\$2,528
2. Preliminary Water Main Design	4	0	16	20	40	\$1,424	\$3,987	\$0	\$3,987
3. Storm Sewer Lining & Spot Repair Design	4	0	8	12	24	\$894	\$2,503	\$0	\$2,503
4. Construction Staging	0	0	4	0	4	\$157	\$440	\$0	\$440
5. Preliminary Cost Estimate	0	0	4	0	4	\$157	\$440	\$0	\$440
SUB TOTAL - PRELIMINARY ENGINEERING	16	0	72	238	326	\$10,278	\$28,778	\$8,300	\$37,078
II. DESIGN ENGINEERING									
A. Final Design	2	0	12	0	14	\$599	\$1,677	\$0	\$1,677
B. Plan Preparation	10	0	86	164	260	\$8,444	\$23,643	\$0	\$23,643
C. Special Provisions & Bidding Documents	2	0	32	0	34	\$1,384	\$3,875	\$0	\$3,875
D. Estimates of Cost & Time	0	0	6	0	6	\$236	\$661	\$0	\$661
E. Permitting									
1. IEPA Water Main Construction Permit	0	0	4	2	6	\$211	\$591	\$0	\$591
2. IEPA - NOI Permit	0	0	2	0	2	\$79	\$221	\$0	\$221
F. Submittals									
1. Preliminary Plans	0	0	6	2	8	\$290	\$812	\$0	\$812
2. Pre-final Plans	0	0	6	2	8	\$290	\$812	\$0	\$812
3. Final Plans	0	0	4	2	6	\$211	\$591	\$0	\$591
4. Utilities	0	0	4	0	4	\$157	\$440	\$0	\$440
G. Bidding	0	0	8	4	12	\$422	\$1,182	\$0	\$1,182
H. QC/QA Review	16	0	0	0	16	\$1,024	\$2,867	\$0	\$2,867
I. Administrative									
1. Progress Meetings	2	0	2	0	4	\$207	\$580	\$0	\$580
2. Pre-construction Conference	2	0	2	0	4	\$207	\$580	\$0	\$580
SUB TOTAL - DESIGN ENGINEERING	34	0	174	176	384	\$13,761	\$38,531	\$0	\$38,531
TOTAL ALL PHASES I & II ITEMS	50	0	246	414	710	\$24,039	\$67,309	\$8,300	\$75,609

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**May 25, 2021**DESCRIPTION:**

Resolution Authorizing an Award of a Contract for Design Engineering Services for the 2022 Village Street Improvement Program to James J. Benes & Associates, Inc. in the not-to-exceed Amount of \$58,353

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

The Village solicited a proposal to perform design-engineering services from one of the short listed firms James J. Benes (JJB) and Associated for the 2022 Village Street Improvements Program. The streets included in the project are Ridgewood Ave & Hawthorne Ave (2nd St-Donna Ln); Donna Ln (Ridgewood Ave to Hawthorne Ave); Memorial Rd (Church Rd to York Rd); Forestview Rd (Addison St to York Rd); Addison St & Center St (Forestview Rd to Woodland Ave); Woodland Ave (Addison St to Center St) and John St (Brentwood Ct to George St). The Pavement Condition Index for the aforementioned streets in the order listed above are 57, 55, 60, 41, 36, 24, 33 and 39, respectively. While, most of the PCI scores indicate the streets should be resurfaced (PCI 40-64) and some should receive full depth resurfacing (PCI 25-39), the proposed rehabilitation method for all the streets would be to perform 2-inch mill and overlay with extensive full depth patching on certain areas of the streets. Staff believes this approach will stretch the budget further while still extending the pavement life by 7-10 years, which is typical for a resurfacing application. Staff believes not having curb and gutter along the street contributes to lower PCI scores.

The scope of work will include a 2-in mill and overlay in its entirety along with spot C&G repairs and spot sidewalk repairs, minor drainage work, ADA ramps, sidewalk gaps, striping, landscaping, signage, etc.

KEY ISSUES:

In 2017, the Village advertised for and selected through a Qualification Based System (QBS) approach a list of engineering firms to provide design as well as construction engineering services for the upcoming years. James J Benes & Associates (JJB) is one of the short listed firms to provide design-engineering services. JJB brings forth a very experienced project team that has successfully provided design engineering on all phases of Volk Bros projects, IL-19 Watermain and Culvert, both phases of the IL-19 Streetscape Project, 2017, 2018, 2019 and 2021 Residential Streetlight and 2018, 2019, 2020 Watermain Improvement Project. The proposed assignment scope includes survey, geotechnical investigation, environmental testing, outside permitting, design, and bidding assistance.

JJB's original proposed work effort and fee total was in the amount of \$56,972 which has been increased slightly to \$58,353 due to additional design scope. This not-to-exceed fees equate to 5.8% of the estimated \$1,004,000 costs for this project. The 5.8% Design engineering costs are below the typical 5-8% range.

ALTERNATIVES:

Discretion of the Village Board

RECOMMENDATION:

Staff recommends award of an engineering services contract with James J. Benes & Associates, Inc.

BUDGET IMPACT:

In FY2021, staff has budgeted \$91,000 to perform design engineering for 2022 Village Streets Improvement

Program in account 31080810-536513.

ACTION REQUIRED:

Approval of a Resolution Authorizing an Award of a Contract for Design Engineering Services for the 2022 Village Street Improvement Program to James J. Benes & Associates, Inc. in the not-to-exceed Amount of \$58,353.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	5/14/2021	Resolution Letter
Location Map	5/14/2021	Backup Material
Proposal - Revised	5/14/2021	Backup Material
Proposal - Draft	5/14/2021	Backup Material

RESOLUTION NO. _____

**AUTHORIZING AN AWARD OF A CONTRACT
FOR DESIGN ENGINEERING SERVICES FOR THE
2022 VILLAGE STREET IMPROVEMENT PROGRAM
TO JAMES J. BENES & ASSOCIATES, INC.
IN THE NOT-TO-EXCEED AMOUNT OF \$58,353.00**

WHEREAS the Village of Bensenville strives to provide quality services to its residents; and

WHEREAS pavement maintenance is one of the core services provided by the Village; and

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

WHEREAS the streets included in the project are Ridgewood Ave & Hawthorne Ave (2nd St-Donna Ln); Donna Ln (Ridgewood Ave to Hawthorne Ave); Memorial Rd (Church Rd to York Rd); Forestview Rd (Addison St to York Rd); Addison St & Center St (Forestview Rd to Woodland Ave); Woodland Ave (Addison St to Center St) and John St (Brentwood Ct to George St); and

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

WHEREAS James J. Benes (JJB) & Associates, Inc. of Lisle, IL is one of the short listed firms; and

WHEREAS JJB has an extensive amount of experience working on municipal projects including multiple projects for the Village; and

WHEREAS the Village requested a proposal from JJB; and

WHEREAS JJB provided initial proposal in the amount of \$58,353.00 which is appropriate for the project design services; and

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing an award of contract for design engineering services for the 2022

Village Streets Improvement Program to James J. Benes & Associates, Inc. in the not-to-exceed amount of \$58,353.00

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 25th day of May 2021.

APPROVED:

Frank DeSimone
Village President

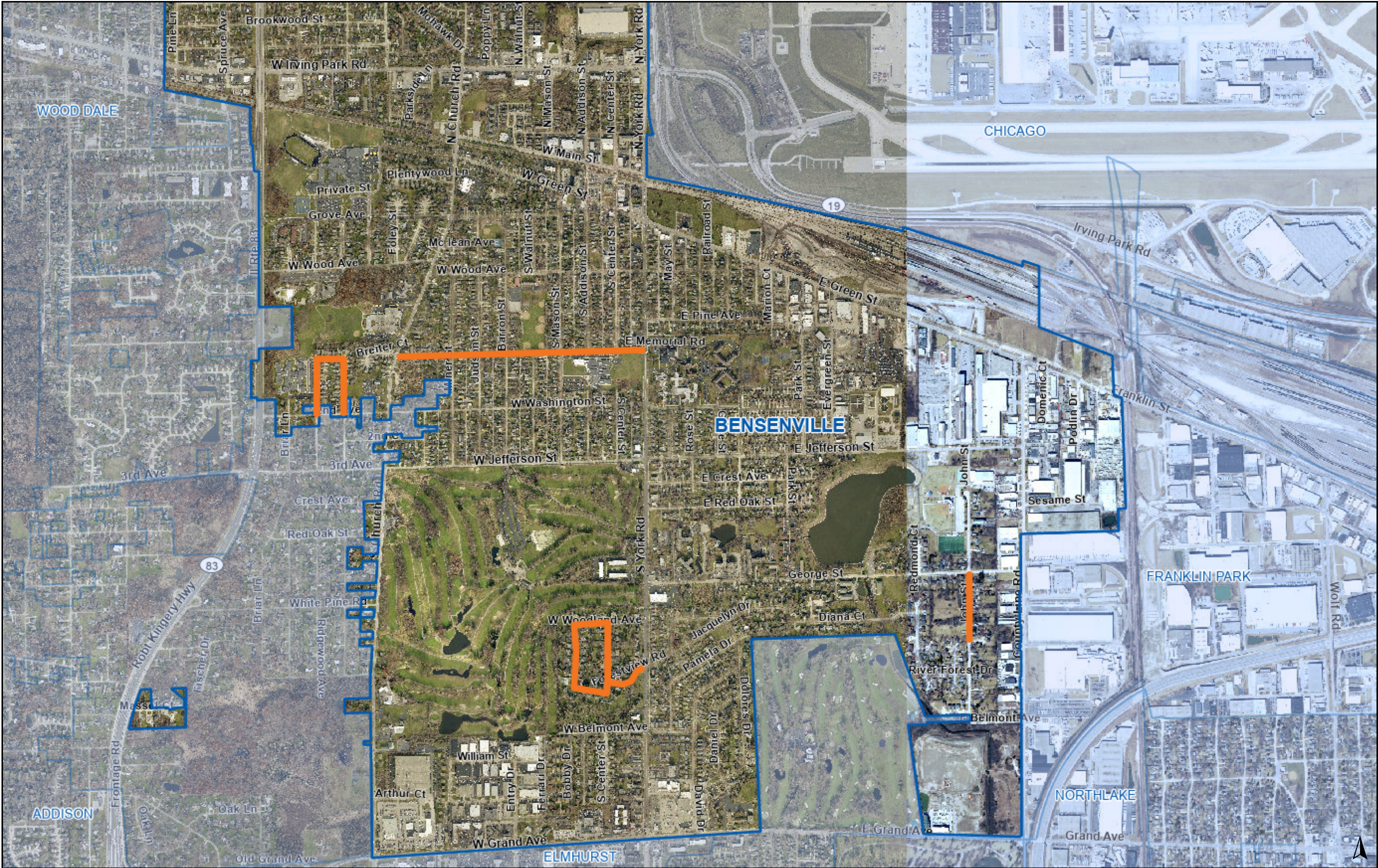
ATTEST:

Nancy Quinn, Village Clerk

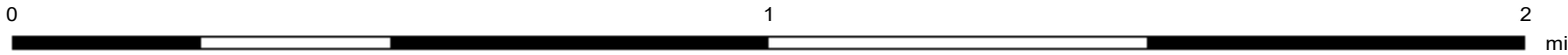
AYES: _____

NAYS: _____

ABSENT: _____



Legend



Print Date: 5/6/2021

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



JAMES J. BENES AND ASSOCIATES, INC.
CONSULTING ENGINEERS

May 14, 2021

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

Re: Engineering Proposal
2022 Village Street Improvement Program

Dear Mr. Caracci,

James J. Benes and Associates, Inc. (JJB) appreciates the opportunity to submit our Fee Proposal for provide final design engineering services for the 2022 Village Street Improvement Program. Our understanding of the project and scope of work to be provided to the Village are presented in the attached Statement of Qualifications. Our not-to-exceed cost to perform the services is presented in the following paragraphs. Please call me at (630) 719-7570 if you have any questions or comments concerning our proposal.

UNDERSTANDING OF PROJECT

The Village of Bensenville proposes roadway resurfacing of approximately 9,900 feet along the following streets.

- Ridgewood Avenue – 2nd Avenue to Donna Lane
- Donna Lane – Ridgewood Avenue to Hawthorne Avenue
- Hawthorne Avenue – 2nd Avenue to Donna Lane
- Memorial Road – S. Church Road to S. York Road
- Addison Road – Forestview Road to Woodland Avenue
- Center Street – Forestview Road to Woodland Avenue
- Forestview Road – Addison Road to York Road
- Woodland Avenue – Addison Road to Forestview Road
- John Street – Brentwood Court to George Street

The typical scope of construction includes the following:

- Partial depth pavement grind, patching, and overlay
- Curb and gutter spot repair removal and replacement
- Sidewalk spot repair removal and replacement
- Sidewalk ramp replacement to be ADA/PROWAG compliant
- Minor drainage improvements
- Pavement striping
- Landscape restoration

The existing cross section of all the streets except for the Crestbrook Subdivision (Forestview, Addison, Center & Woodland) and portion of Memorial Road, general consist of two lanes with a total pavement width of 27 feet with curb and gutter. Streets within the Crestbrook Subdivision consist of a rural roadway section with a typical 22 feet total pavement width and intermittent 1.5' concrete ribbon along the edge-of-pavement. Memorial Drive is an urban roadway section with 27 feet from Church Road to Mason Street and 30 feet from Mason Street to York Road.

950 Warrenville Road, Suite 101
Lisle, Illinois 60532

Tel. (630) 719-7570
Fax (630) 719-7589

Design of roadway resurfacing will be completed so the project may be let in February/March 2022. Funding for the design and construction will be solely funded by the Village of Bensenville.

The Village desires professional engineering services to perform design of the work specified in the Request for Proposal that includes field survey, preparation of plans and specifications, permitting, and bidding services.

SCOPE OF WORK

The following professional engineering services are proposed to be provided to the Village of Bensenville regarding the 2022 Village Street Improvement Program. All the design engineering tasks will be performed in accordance with the Village of Bensenville roadway standards and IDOT Standard Specifications for Road and Bridge Construction.

I. PRELIMINARY ENGINEERING PHASE:

A. Data Collection and Review:

1. Engineering studies and plans, atlases and other utility information will be obtained from the Village and reviewed.
2. Utility atlases will be obtained from the applicable utility companies to assist in identifying existing underground facilities.

B. Early Coordination:

1. We will attend a coordination meeting with the Village Staff at the onset of the project for the purpose of confirming the scope of the project, anticipated schedule, and to discuss any specific needs of the Village.
2. Coordination will be provided with the Village of Bensenville and subconsultants from the onset of the project until the project has been let for construction.

C. Field Survey:

A field survey will be performed utilizing total station or GPS equipment along the above roadway sections for approximately 10,500 feet. The locations of planimetry items including edge-of-pavement, curb and gutters, drives, sidewalks, and utility structures will be determined to the existing right-of-way. Items such as trees, fences, signs, etc. will not be located. The sizes and inverts of sewers will not be established. Structures in the pavement will be evaluated for condition to determine if replacement, reconstruction, or adjustment is needed. No cross sections will be taken. Detailed data collection will be taken at sidewalk crossings at driveways and intersecting streets. English units and the NAVD88 vertical control will be used for all measurements.

D. Base Plan Sheets:

Base plan sheets will be prepared using the data collected in the field survey and information shown on the utility atlases provided by the Village and utility companies. The base sheets will be prepared in AutoCad compatible files and will show all existing pavements, sidewalks, utilities, property lines, and other features for use in preparation of the final plans.

E. Geotechnical Investigation:

Geotechnical investigation including pavement cores will be performed to explore the pavement composition and thickness of the existing pavement. It has been assumed twenty (20) pavement cores will be taken as part of the geotechnical investigation. This work will be subcontracted to the geotechnical engineer consultant SEECO Consultants.

F. Environmental Investigation:

Environmental investigation including soil sampling and analysis will be performed to certify that the soil is suitable for fill in a Clean Construction or Demolition Debris (CCDD) or uncontaminated fill facility. This work will be subcontracted to the geotechnical engineering consultant Testing Service Corporation or SEECO Consultants. If areas are encountered that do not meet the CCDD requirements, additional testing may be required. This additional work will be considered additional services.

G. Pavement Evaluation:

A pavement design will be performed using data from the geotechnical investigation and in accordance with IDOT/Village's requirements to develop the thickness of the proposed pavement section.

H. Preliminary Design Studies:

1. A field reconnaissance will be performed to establish existing conditions and construction quantities for pavement patching, crack control, curb and gutter repair, structure adjustment/reconstruction, and sidewalk removal and replacement.
2. The construction staging to maintain traffic and access to residences will be developed.
3. An estimate of the cost for construction will be developed.

II. DESIGN ENGINEERING PHASE:

A. Final Design:

We will finalize the elements of the proposed improvement based on the recommendations from the Village. Roadway improvements, water main design, and other design elements will be finalized.

B. Plan Preparation:

Engineering plans will be prepared in CADD format using English units. The plans will include the following plan sheets:

- Title Sheet
- General Notes and Schedule of Quantities
- Summary of Quantity Plan Sheets
- Existing Typical Section Sheets
- Proposed Typical Section Sheets
- Traffic Control Plan
- Resurfacing Plan
- ADA Curb Ramp Layout Details
 - Assumed 5 intersection will require detailed ADA ramp plan
 - Scale: 1" = 10'
- Construction Details
- IDOT District Details
- Standard Details

C. Special Provisions and Bidding Documents:

Technical specifications and special provisions, bidding documents and construction contract documents will be prepared using Village and IDOT standards and procedures. The special provisions will reference IDOT's Standard Specifications for Road and Bridge Construction.

D. Estimates of Cost and Time

1. Estimates of construction cost will be prepared based on the quantities shown on the pre-final and final plans.

2. An estimate of working days to complete the proposed construction will be prepared based on the quantities shown on the final plans.

E. Permitting:

1. Stormwater Permit - It appears no streets are located within a floodplain. If there were, no stormwater permit would be required for the roadway resurfacing work as long as no additional material is being placed or grades are raised along any streets within the floodplain. The project is classified as "Maintenance" per the current version of DuPage County's Stormwater and Flood Plain Ordinance regarding roadway improvements. Since no special management area is anticipated to be impacted and the project is classified as "Maintenance", no stormwater permit is needed.
2. IDOT and DPC Highway Permit - No IDOT or DuPage County Highway permit is required since there will be no working within IDOT or Country right-of-way.
3. IEPA NOI - A Notice of Intent for General Permit to Discharge Storm Water Associated with Construction Site Activities permit application will not be prepared and submitted to the Illinois Environmental Protection Agency since it is anticipated that the disturbed area excluding the resurfacing area would be less than one acre.

F. Submittals and Reviews:

1. Preliminary plans will be submitted to the Village at the stage of 60% completion. A meeting will be held with the Village to discuss review comments on the preliminary plans.
2. Pre-final plans, special provisions and cost estimates will be submitted to the Village at the stage of 90% completion. A meeting will be held with the Village to discuss review comments on the pre-final plans.
3. Pre-final plans will be submitted to the utility companies for the purpose of identification of conflicts.
4. Submit final plans and specification to necessary agencies for permit review and approval.
5. Final plans, special provisions, and estimates of cost and time will be submitted to the Village for bidding approval. Final design quantities for all construction items will be computed and tabulated. The final plans will be submitted to the applicable utility companies.

G. Bidding:

We will assist the Village as needed in receiving bids; advertise for bids; attend the bid opening; prepare bid tabulation; and prepare correspondence for award of contract. It is anticipated that plans and contract documents will be sold at the office of James J. Benes and Associates, Inc. and payment for the plans and contract documents made to James J. Benes and Associates, Inc. Digital plans and contract documents will be sold instead of paper copies.

H. QC/QA Review:

A QC/QA review of all disciplines for constructability and discrepancies will be performed prior to all major submittals.

I. Administrative:

1. We will not attend any progress meetings with the City staff as none is anticipated.
2. We will not attend a pre-construction meeting with Village Staff and Contractors.

3. Project administration/management related to the aforementioned tasks including job files will be established for all disciplines, project staffing, progress, schedule, and budget will be monitored.

While preparing the proposal, the following assumptions about the scope of work were made, and it is understood that a change in the scope of work will affect the final engineering costs. It was assumed that preparation of Plat of Highways and legals will not be required since it is anticipated that there will be no proposed right-of-way or easement takes. Should the Village wish James J. Benes and Associates to perform these services, they shall be considered additional services.

Fees for additional services beyond the scope of this proposal, when approved by the Village, will be compensated for on an hourly basis unless an agreed to proposal for the additional services is executed.

PROJECT SCHEDULE

The following is a general design schedule for 2022 Village Water Main Replacement Project.

- | | |
|--|------------------|
| • Authorization to Proceed | May 26, 2021 |
| • Submit Preliminary Plans | October 4, 2021 |
| • Submit Pre-Final Plans and Documents | November 1, 2021 |
| • Submit Final Plans for Permit Review | December 6, 2021 |
| • Submit Final Plans and Documents for Bidding | January 30, 2022 |
| • Bid Opening | March 3, 2022 |

COMPENSATION

Compensation for all services will be on an hourly rate basis. Invoices will be prepared monthly and will document the direct payroll and direct costs expended. **The not-to-exceed cost including direct payroll, expansion for overhead and payroll burden, professional fee, and direct costs for the 2022 Village Street Improvement Program is \$58,353.** The not-to-exceed cost is based on the "Estimate of Manhours and Costs" that is attached to and made part of the proposal.

CONDITIONS

- A. **TERM OF THE AGREEMENT** This Agreement shall commence up execution of this Agreement by the Village and Consultant. However, the Village or the Consultant may without liability terminate this Agreement at any time without cause after 30 days' notice by either party of their desire to terminate. Upon termination of this Agreement, the Consultant shall deliver to the Village all completed work products, all work in process in such form and manner as to enable the Village to determine the amount and nature of work completed, all equipment, keys, records, databases, storage media, reports and all other documents related to work performed under this Agreement. In the event of termination by either party, the Consultant shall be paid for the value of all acceptable work performed prior to the effective date of termination.
- B. **CHANGES:** This Agreement may only be changed by written amendment which specifies the terms being revised and which has been signed by both parties hereto.
- C. **DISPUTE RESOLUTION** All claims, disputes, and other matters in question arising out of, or related to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Rules of the American Arbitration Association. This agreement to so arbitrate shall be specifically enforceable under prevailing arbitration law. Notice of the demand for arbitration shall

be filed in writing with the other party of this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after institution of legal or equitable proceedings based upon when such claim, dispute, or other matter in question would be barred by applicable statute of limitations. The award rendered by the Arbitrator(s) shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event of a claim, jurisdiction and venue shall be in DuPage County, Illinois.

- D. **APPLICABLE LAWS** In performing the full scope of work set forth in this Agreement, the Consultant will comply with all applicable laws, regulations and rules promulgated by Federal, State, County, and Municipal units of government, including but not limited to workers' compensation laws, equal employment opportunity, drug-free workplace requirements, and employment of Illinois workers.
- E. **STANDARD OF CARE:** The standard of care for all professional services performed or furnished by the Consultant under this Agreement will be the skill and care used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.
- F. **INDEMNIFICATION** To the fullest extent permitted by law, the Village and the Consultant each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the Village and the Consultant, they shall be borne by each party in proportion to its negligence.
- G. **FORCE MAJEURE** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
- H. **GOVERNING LAW** This Agreement shall be construed and interpreted in accordance of the laws of the State of Illinois, County of DuPage.

ACCEPTANCE

Please contact us if you have any questions or require additional information regarding this proposal for engineering services. If this proposal is agreeable to the Village of Bensenville, please sign and return one copy for our records.

Respectfully submitted:
JAMES J. BENES AND ASSOCIATES, INC.



By: Bradley D. Hargett
PE(wi) • PLS(IL) • CFM
Vice President

Accepted for: Village of Bensenville

by: _____ Date: _____

**ESTIMATE OF MANHOURS AND COSTS
DESIGN ENGINEERING SERVICES
FOR
VILLAGE OF BENSENVILLE
2022 VILLAGE STREET IMPROVEMENT PROGRAM**

CATEGORY OF SERVICE	PRINC.	SR. ENG.	PROJ. ENG.	TECH	TOTAL HOURS	DIRECT PAYROLL	TOTAL PAYROLL COST	DIRECT COSTS	TOTAL COST
I. PRELIMINARY ENGINEERING									
A. Data Collection & Review	0	0	6	2	8	\$246	\$689	\$0	\$689
B. Early Coordination	6	0	8	0	14	\$638	\$1,786	\$0	\$1,786
C. Field Survey	2	0	4	158	164	\$4,600	\$12,880	\$0	\$12,880
D. Base Plan Sheets	0	0	2	40	42	\$1,164	\$3,259	\$0	\$3,259
E. Geotechnical Investigation	0	0	2	0	2	\$64	\$179	\$6,300	\$6,479
F. Environmental Investigation (CCDD)	0	0	2	0	2	\$64	\$179	\$2,000	\$2,179
G. Pavement Evaluation	0	0	6	0	6	\$191	\$535	\$0	\$535
H. Preliminary Design Studies									
1. Limit of R&R Items Established	0	0	20	20	40	\$1,185	\$3,318	\$0	\$3,318
2. Construction Staging	0	0	2	0	2	\$64	\$179	\$0	\$179
3. Preliminary Cost Estimate	0	0	4	0	4	\$127	\$356	\$0	\$356
SUB TOTAL - PRELIMINARY ENGINEERING	8	0	56	220	284	\$8,343	\$23,360	\$8,300	\$31,660
II. DESIGN ENGINEERING									
A. Final Design	2	0	12	0	14	\$509	\$1,425	\$0	\$1,425
B. Plan Preparation	2	0	56	112	170	\$4,986	\$13,961	\$0	\$13,961
C. Special Provisions & Bidding Documents	2	0	24	0	26	\$890	\$2,492	\$0	\$2,492
D. Estimates of Cost & Time	0	0	6	0	6	\$191	\$535	\$0	\$535
E. Permitting	0	0	0	0	0	\$0	\$0	\$0	\$0
F. Submittals									
1. Preliminary Plans	0	0	6	2	8	\$246	\$689	\$0	\$689
1. Pre-final Plans	0	0	6	2	8	\$246	\$689	\$0	\$689
2. Final Plans	0	0	4	2	6	\$182	\$510	\$0	\$510
3. Utilities	0	0	4	0	4	\$127	\$356	\$0	\$356
G. Bidding	0	0	8	4	12	\$364	\$1,019	\$0	\$1,019
H. QC/QA Review	16	0	0	0	16	\$1,024	\$2,867	\$0	\$2,867
I. Administrative	12	0	0	0	12	\$768	\$2,150	\$0	\$2,150
SUB TOTAL - DESIGN ENGINEERING	34	0	126	122	282	\$9,533	\$26,692	\$0	\$26,692
TOTAL ALL PHASES I & II ITEMS	42	0	182	342	566	\$17,876	\$50,053	\$8,300	\$58,353



JAMES J. BENES AND ASSOCIATES, INC.
CONSULTING ENGINEERS

May 13, 2021

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

Re: Engineering Proposal
2022 Village Street Improvement Program

Dear Mr. Caracci,

James J. Benes and Associates, Inc. (JJB) appreciates the opportunity to submit our Fee Proposal for provide final design engineering services for the 2022 Village Street Improvement Program. Our understanding of the project and scope of work to be provided to the Village are presented in the attached Statement of Qualifications. Our not-to-exceed cost to perform the services is presented in the following paragraphs. Please call me at (630) 719-7570 if you have any questions or comments concerning our proposal.

UNDERSTANDING OF PROJECT

The Village of Bensenville proposes roadway resurfacing of approximately 9,900 feet along the following streets.

- Ridgewood Avenue – 2nd Avenue to Donna Lane
- Donna Lane – Ridgewood Avenue to Hawthorne Avenue
- Hawthorne Avenue – 2nd Avenue to Donna Lane
- Memorial Road – S. Church Road to S. York Road
- Addison Road – Forestview Road to Woodland Avenue
- Center Street – Forestview Road to Woodland Avenue
- Forestview Road – Addison Road to York Road
- Woodland Avenue – Addison Road to Forestview Road
- John Street – Brentwood Court to George Street

The typical scope of construction includes the following:

- Partial depth pavement grind, patching, and overlay
- Curb and gutter spot repair removal and replacement
- Sidewalk spot repair removal and replacement
- Sidewalk ramp replacement to be ADA/PROWAG compliant
- Minor drainage improvements
- Pavement striping
- Landscape restoration

The existing cross section of all the streets except for the Crestbrook Subdivision (Forestview, Addison, Center & Woodland) and portion of Memorial Road, general consist of two lanes with a total pavement width of 27 feet with curb and gutter. Streets within the Crestbrook Subdivision consist of a rural roadway section with general 22 feet total pavement width. Memorial Drive is an urban roadway section with 27 feet from Church Road to Mason Street and 30 feet from Mason Street to York Road.

950 Warrenville Road, Suite 101
Lisle, Illinois 60532

Tel. (630) 719-7570
Fax (630) 719-7589

Design of roadway resurfacing will be completed so the project may be let in February/March 2022. Funding for the design and construction will be solely funded by the Village of Bensenville.

The Village desires professional engineering services to perform design of the work specified in the Request for Proposal that includes field survey, preparation of plans and specifications, permitting, and bidding services.

SCOPE OF WORK

The following professional engineering services are proposed to be provided to the Village of Bensenville regarding the 2022 Village Street Improvement Program. All the design engineering tasks will be performed in accordance with the Village of Bensenville roadway standards and IDOT Standard Specifications for Road and Bridge Construction.

I. PRELIMINARY ENGINEERING PHASE:

A. Data Collection and Review:

1. Engineering studies and plans, atlases and other utility information will be obtained from the Village and reviewed.
2. Utility atlases will be obtained from the applicable utility companies to assist in identifying existing underground facilities.

B. Early Coordination:

1. We will attend a coordination meeting with the Village Staff at the onset of the project for the purpose of confirming the scope of the project, anticipated schedule, and to discuss any specific needs of the Village.
2. Coordination will be provided with the Village of Bensenville from the start of the project until the feasibility study has been completed.

C. Field Survey:

A field survey will be performed utilizing total station or GPS equipment along the above roadway sections for approximately 10,500 feet. The locations of planimetry items including edge-of-pavement, curb and gutters, drives, sidewalks, and utility structures will be determined to the existing right-of-way. Items such as trees, fences, signs, etc. will not be located. The sizes and inverts of sewers will not be established. Structures in the pavement will be evaluated for condition to determine if replacement, reconstruction, or adjustment is needed. No cross sections will be taken. Detailed data collection will be taken at sidewalk crossings at driveways and intersecting streets. English units and the NAVD88 vertical control will be used for all measurements.

D. Base Plan Sheets:

Base plan sheets will be prepared using the data collected in the field survey and information shown on the utility atlases provided by the Village and utility companies. The base sheets will be prepared in AutoCad compatible files and will show all existing pavements, sidewalks, utilities, property lines, and other features for use in preparation of the final plans.

E. Geotechnical Investigation:

Geotechnical investigation including pavement cores will be performed to explore the pavement composition and thickness of the existing pavement. It has been assumed twenty (20) pavement cores will be taken as part of the geotechnical investigation. This work will be subcontracted to the geotechnical engineer consultant SEECO Consultants.

F. Environmental Investigation:

Environmental investigation including soil sampling and analysis will be performed to certify that the soil is suitable for fill in a Clean Construction or Demolition Debris (CCDD) or uncontaminated fill facility. This work will be subcontracted to the geotechnical engineering consultant Testing Service Corporation or SEECO Consultants. If areas are encountered that do not meet the CCDD requirements, additional testing may be required. This additional work will be considered additional services.

G. Pavement Evaluation:

A pavement design will be performed using data from the geotechnical investigation and in accordance with IDOT/Village's requirements to develop the thickness of the proposed pavement section.

H. Preliminary Design Studies:

1. A field reconnaissance will be performed to establish existing conditions and construction quantities for pavement patching, crack control, curb and gutter repair, structure adjustment/reconstruction, and sidewalk removal and replacement.
2. The construction staging to maintain traffic and access to residences will be developed.
3. An estimate of the cost for construction will be developed.

II. DESIGN ENGINEERING PHASE:

A. Final Design:

We will finalize the elements of the proposed improvement based on the recommendations from the Village. Roadway improvements, water main design, and other design elements will be finalized.

B. Plan Preparation:

Engineering plans will be prepared in CADD format using English units. The plans will include the following plan sheets:

- Title Sheet
- General Notes and Schedule of Quantities
- Summary of Quantity Plan Sheets
- Existing Typical Section Sheets
- Proposed Typical Section Sheets
- Traffic Control Plan
- Resurfacing Plan
- ADA Curb Ramp Layout Details
 - Assumed 5 intersection will require detailed ADA ramp plan
 - Scale: 1" = 10'
- Construction Details
- IDOT District Details
- Standard Details

C. Special Provisions and Bidding Documents:

Technical specifications and special provisions, bidding documents and construction contract documents will be prepared using Village and IDOT standards and procedures. The special provisions will reference IDOT's Standard Specifications for Road and Bridge Construction.

D. Estimates of Cost and Time

1. Estimates of construction cost will be prepared based on the quantities shown on the pre-final and final plans.

2. An estimate of working days to complete the proposed construction will be prepared based on the quantities shown on the final plans.

E. Permitting:

1. Stormwater Permit - It appears no streets are located within a floodplain. If there were, no stormwater permit would be required for the roadway resurfacing work as long as no additional material is being placed or grades are raised along any streets within the floodplain. The project is classified as "Maintenance" per the current version of DuPage County's Stormwater and Flood Plain Ordinance regarding roadway improvements. Since no special management area is anticipated to be impacted and the project is classified as "Maintenance", no stormwater permit is needed.
2. IDOT and DPC Highway Permit - No IDOT or DuPage County Highway permit is required since there will be no working within IDOT or Country right-of-way.
3. IEPA NOI - A Notice of Intents for General Permit to Discharge Storm Water Associated with Construction Site Activities permit application will not be prepared and submitted to the Illinois Environmental Protection Agency since it is anticipated that the disturbed area excluding the resurfacing area would be less than one acre.

F. Submittals and Reviews:

1. Preliminary plans will be submitted to the Village at the stage of 60% completion. A meeting will be held with the Village to discuss review comments on the preliminary plans.
2. Pre-final plans, special provisions and cost estimates will be submitted to the Village at the stage of 90% completion. A meeting will be held with the Village to discuss review comments on the pre-final plans.
3. Pre-final plans will be submitted to the utility companies for the purpose of identification of conflicts.
4. Submit final plans and specification to necessary agencies for permit review and approval.
5. Final plans, special provisions, and estimates of cost and time will be submitted to the Village for bidding approval. Final design quantities for all construction items will be computed and tabulated. The final plans will be submitted to the applicable utility companies.

G. Bidding:

We will assist the Village as needed in receiving bids; advertise for bids; attend the bid opening; prepare bid tabulation; and prepare correspondence for award of contract. It is anticipated that plans and contract documents will be sold at the office of James J. Benes and Associates, Inc. and payment for the plans and contract documents made to James J. Benes and Associates, Inc. Digital plans and contract documents will be sold instead of paper copies.

H. QC/QA Review:

A QC/QA review of all disciplines for constructability and discrepancies will be performed prior to all major submittals.

I. Administrative:

1. We will attend progress meetings with the City staff. One meeting is assumed.
2. We will attend a pre-construction meeting with Village Staff and Contractors.

While preparing the proposal, the following assumptions about the scope of work were made, and it is understood that a change in the scope of work will affect the final engineering costs. It was assumed that preparation of Plat of Highways and legals will not be required since it is anticipated that there will be no proposed right-of-way or easement takes. Should the Village wish James J. Benes and Associates to perform these services, they shall be considered additional services.

Fees for additional services beyond the scope of this proposal, when approved by the Village, will be compensated for on an hourly basis unless an agreed to proposal for the additional services is executed.

PROJECT SCHEDULE

The following is a general design schedule for 2022 Village Water Main Replacement Project.

- | | |
|--|------------------|
| • Authorization to Proceed | May 26, 2021 |
| • Submit Preliminary Plans | October 4, 2021 |
| • Submit Pre-Final Plans and Documents | November 1, 2021 |
| • Submit Final Plans for Permit Review | December 6, 2021 |
| • Submit Final Plans and Documents for Bidding | January 30, 2022 |
| • Bid Opening | March 3, 2022 |

COMPENSATION

Compensation for all services will be on an hourly rate basis. Invoices will be prepared monthly and will document the direct payroll and direct costs expended. **The not-to-exceed cost including direct payroll, expansion for overhead and payroll burden, professional fee, and direct costs for the 2022 Village Street Improvement Program is \$56,972.** The not-to-exceed cost is based on the "Estimate of Manhours and Costs" that is attached to and made part of the proposal.

CONDITIONS

- A. **TERM OF THE AGREEMENT** This Agreement shall commence up execution of this Agreement by the Village and Consultant. However, the Village or the Consultant may without liability terminate this Agreement at any time without cause after 30 days' notice by either party of their desire to terminate. Upon termination of this Agreement, the Consultant shall deliver to the Village all completed work products, all work in process in such form and manner as to enable the Village to determine the amount and nature of work completed, all equipment, keys, records, databases, storage media, reports and all other documents related to work performed under this Agreement. In the event of termination by either party, the Consultant shall be paid for the value of all acceptable work performed prior to the effective date of termination.
- B. **CHANGES:** This Agreement may only be changed by written amendment which specifies the terms being revised and which has been signed by both parties hereto.
- C. **DISPUTE RESOLUTION** All claims, disputes, and other matters in question arising out of, or related to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Rules of the American Arbitration Association. This agreement to so arbitrate shall be specifically enforceable under prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party of this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after

institution of legal or equitable proceedings based upon when such claim, dispute, or other matter in question would be barred by applicable statute of limitations. The award rendered by the Arbitrator(s) shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event of a claim, jurisdiction and venue shall be in DuPage County, Illinois.

- D. **APPLICABLE LAWS** In performing the full scope of work set forth in this Agreement, the Consultant will comply with all applicable laws, regulations and rules promulgated by Federal, State, County, and Municipal units of government, including but not limited to workers' compensation laws, equal employment opportunity, drug-free workplace requirements, and employment of Illinois workers.
- E. **STANDARD OF CARE:** The standard of care for all professional services performed or furnished by the Consultant under this Agreement will be the skill and care used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.
- F. **INDEMNIFICATION** To the fullest extent permitted by law, the Village and the Consultant each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the Village and the Consultant, they shall be borne by each party in proportion to its negligence.
- G. **FORCE MAJEURE** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
- H. **GOVERNING LAW** This Agreement shall be construed and interpreted in accordance of the laws of the State of Illinois, County of DuPage.

ACCEPTANCE

Please contact us if you have any questions or require additional information regarding this proposal for engineering services. If this proposal is agreeable to the Village of Bensenville, please sign and return one copy for our records.

Respectfully submitted:
JAMES J. BENES AND ASSOCIATES, INC.

By: Bradley D. Hargett
PE(wi) • PLS(IL) • CFM
Vice President

Accepted for: Village of Bensenville

by: _____ Date: _____

**DRAFT ESTIMATE OF MANHOURS AND COSTS
DESIGN ENGINEERING SERVICES
FOR
VILLAGE OF BENSENVILLE
2022 VILLAGE STREET IMPROVEMENT PROGRAM**

CATEGORY OF SERVICE	PRINC.	SR. ENG.	PROJ. ENG.	TECH	TOTAL HOURS	DIRECT PAYROLL	TOTAL PAYROLL COST	DIRECT COSTS	TOTAL COST
I. PRELIMINARY ENGINEERING									
A. Data Collection & Review	0	0	6	2	8	\$246	\$689	\$0	\$689
B. Early Coordination	6	0	8	0	14	\$638	\$1,786	\$0	\$1,786
C. Field Survey	2	0	4	158	164	\$4,600	\$12,880	\$0	\$12,880
D. Base Plan Sheets	0	0	2	40	42	\$1,164	\$3,259	\$0	\$3,259
E. Geotechnical Investigation	0	0	2	0	2	\$64	\$179	\$6,300	\$6,479
F. Environmental Investigation (CCDD)	0	0	2	0	2	\$64	\$179	\$2,000	\$2,179
G. Pavement Evaluation	0	0	6	0	6	\$191	\$535	\$0	\$535
H. Preliminary Design Studies									
1. Limit of R&R Items Established	0	0	20	20	40	\$1,185	\$3,318	\$0	\$3,318
2. Construction Staging	0	0	2	0	2	\$64	\$179	\$0	\$179
3. Preliminary Cost Estimate	0	0	4	0	4	\$127	\$356	\$0	\$356
SUB TOTAL - PRELIMINARY ENGINEERING	8	0	56	220	284	\$8,343	\$23,360	\$8,300	\$31,660
II. DESIGN ENGINEERING									
A. Final Design	2	0	12	0	14	\$509	\$1,425	\$0	\$1,425
B. Plan Preparation	2	0	50	108	160	\$4,686	\$13,121	\$0	\$13,121
C. Special Provisions & Bidding Documents	2	0	24	0	26	\$890	\$2,492	\$0	\$2,492
D. Estimates of Cost & Time	0	0	6	0	6	\$191	\$535	\$0	\$535
E. Permitting	0	0	0	0	0	\$0	\$0	\$0	\$0
F. Submittals									
1. Preliminary Plans	0	0	6	2	8	\$246	\$689	\$0	\$689
1. Pre-final Plans	0	0	6	2	8	\$246	\$689	\$0	\$689
2. Final Plans	0	0	4	2	6	\$182	\$510	\$0	\$510
3. Utilities	0	0	4	0	4	\$127	\$356	\$0	\$356
G. Bidding	0	0	8	4	12	\$364	\$1,019	\$0	\$1,019
H. QC/QA Review	16	0	0	0	16	\$1,024	\$2,867	\$0	\$2,867
I. Administrative	6	0	6	0	12	\$575	\$1,610	\$0	\$1,610
SUB TOTAL - DESIGN ENGINEERING	28	0	126	118	272	\$9,040	\$25,312	\$0	\$25,312
TOTAL ALL PHASES I & II ITEMS	36	0	182	338	556	\$17,383	\$48,672	\$8,300	\$56,972

TYPE:Resolution**SUBMITTED BY:**Jovana Dacic**DEPARTMENT:**Public Works**DATE:**May 25, 2021**DESCRIPTION:**

Resolution Authorizing the Approval of a Purchase Order to Core & Main for Sensus Water Meters Annual Maintenance in the Not-to-Exceed Amount of \$19,151

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

N/A

DATE:

N/A

BACKGROUND:

The Village Board approved use of Sensus water meters in March 2013 (R-24-2013). The Village switched to the Automatic Meter Read (AMR) Sensus meters from Core & Main (previously d/b/a HD Supply Waterworks) to monitor and reduce the water loss rate percentage and enhance customer service capabilities.

KEY ISSUES:

The annual Core & Main Agreement benefits the Village by maintaining the software and streamlining the communication with Sensus meters to the financial software (Munis) to provide history of water usage and exact billing to the water customers.

ALTERNATIVES:

Discretion of the Village Board

RECOMMENDATION:

Staff recommends Resolution authorizing the approval of a Purchase Order to Core & Main for Sensus Water Meters annual maintenance in the not-to-exceed amount of \$19,151.

BUDGET IMPACT:

\$18,500 is budgeted for 2021 in account no: 51050540-549990

ACTION REQUIRED:

Approval of a Resolution Authorizing the Approval of a Purchase Order to Core & Main for Sensus Water Meters Annual Maintenance in the Not-to-Exceed Amount of \$19,151.

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

RES - 2021 Sensus Agreement Core & Main

5/18/2021

Resolution Letter

2021 Sensus Fee

5/18/2021

Backup Material

RESOLUTION NO.

**AUTHORIZING THE APPROVAL OF A PURCHASE ORDER TO CORE & MAIN
WATERWORKS FOR SENSUS WATER METERS ANNUAL MAINTENANCE
IN THE NOT-TO-EXCEED AMOUNT OF \$19,151**

WHEREAS the Village of Bensenville owns and operates approximately 5,200 water meters for all Village water users including businesses, residents and unincorporated customers; and

WHEREAS the Village purchased Automatic Meter Read meters in March of 2013 (Resolution R-24-2013) and has used Sensus meters since their installation in 2014; and

WHEREAS Core & Main (previously HD Supply Waterworks) maintains the Sensus meter system; and

WHEREAS the fee for annual maintenance for 2021 is \$19,151

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a Purchase Order to Core & Main for the annual Sensus Water Meter maintenance in the not-to-exceed amount of \$19,151

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated May 25, 2021

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Run Date: 5/18/21

Preshipment Notification



Customer #	080142
Order #	0259461
Date Ordered	05/18/21
Job #	METER
Job Name	METERS
Purchase Order #	RICK RADDE-VERBAL
Method of Shipment	DIRECT
Contract Order #	0000000
Ordered By	
Ship Via	

Sold To:
VILLAGE OF BENSENVILLE
ATTN: ACCOUNTS PAYABLE
12 S CENTER ST
BENSENVILLE, IL 60106 2130

Ship To:
VILLAGE OF BENSENVILLE
717 E JEFFERSON
BENSENVILLE, IL 60106

Branch:
CHICAGO-W IL
Branch - 229
220 South Westgate Dr
Carol Stream, IL 60188-2243

Phone: 630-665-1800

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
	42MSLOGICSAAS	ANNUAL LOGIC SAAS FEE MS LOGIC SAAS FOR COVERAGE 8/1/21 - 7/31/22 YEAR 8 OF COVERAGE	1		1	19151.00000	EA	.00

Terms in accordance with shipping manifest.

Special Instructions/Comments:

BID # 4068296 C/O # D539961

Total Shipped:		.00
Total Ordered:	19151.00	

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**May 25, 2021**DESCRIPTION:**

Resolution Authorizing the Execution of an Intergovernmental Agreement (IGA) with the Illinois Department of Transportation (IDOT) for Traffic Signal Maintenance on State Highways

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

N/A

DATE:

N/A

BACKGROUND:

Village owned local roadways intersect State Routes within the Village limits. Where a traffic signal exists at these intersections maintenance responsibilities are identified via Intergovernmental Agreements (IGA). The IGAs identify items such as traffic signal inspection and repair costs, energy costs, emergency vehicle preemption device costs, etc.

IDOT contracts out the maintenance and repairs of the traffic signals. Per the IGA, the Village reimburses IDOT for our portion of the costs. Typically, the Village will be responsible for their "leg(s)" of the intersection. These IGAs typically are long term agreements. Our current agreement expires on June 30, 2021. The proposed agreement will last through June 30, 2031.

KEY ISSUES:

Not much has changed since our last agreement other than the installation of the south leg of IL 19 and Marshall. With the Speedway Development, the Village inherited the south leg of that intersection. The terms are outlined in the IGA and Exhibit 1 identifies our responsibilities at each intersection.

Staff has reviewed the IGA and finds it accurate and acceptable.

ALTERNATIVES:

Discretion of the Village Board.

RECOMMENDATION:

Staff recommends approval of the Resolution

BUDGET IMPACT:

Traffic Signal Maintenance is budgeted for each year. This IGA will not affect the budget.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of an Intergovernmental Agreement (IGA) with the Illinois Department of Transportation (IDOT) for Traffic Signal Maintenance on State Highways.

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

RES - IGA with IDOT for Traffic Signal Maintenance

5/18/2021

Resolution Letter

IGA - IGA with IDOT for Traffic Signal Maintenance

5/18/2021

Backup Material

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF BENSENVILLE AND THE
ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) FOR TRAFFIC
SIGNAL MAINTENANCE ALONG STATE ROADWAYS**

WHEREAS, the Village of Bensenville (“VILLAGE”) is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, the Illinois Department of Transportation (“DEPARTMENT”) by virtue of its powers as set forth in the “State Administration of Highway Act,” 605 ILCS 5/4-101 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, the VILLAGE and the DEPARTMENT are both public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the VILLAGE and the DEPARTMENT desire to enter into an Intergovernmental Agreement (“AGREEMENT”) for the purpose of establishing responsibilities for traffic signal maintenance on State Highways; and

WHEREAS the AGREEMENT is attached to this Resolution.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution Authorizing the Execution of an Intergovernmental Agreement between the Village of Bensenville and the Illinois Department of Transportation (IDOT) for Traffic Signal Maintenance Along State Roadways.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated May 25, 2021.

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

INTERGOVERNMENTAL AGREEMENT

This Interagency Agreement is entered into between the Village of Bensenville ("GOVERNMENTAL BODY") and the Department of Transportation ("DEPARTMENT") pursuant to the "Intergovernmental Cooperation Act" (5 ILCS 220) and in accordance with The DEPARTMENT's rules at 92 Ill. Adm. Code 544.

1. Governmental Body and the DEPARTMENT have a mutual interest in and the maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A, which is hereby made a part of this agreement.
2. In furtherance of said interests of, the entities agree:
 - a. **Cost.** The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals and other traffic control devices listed on the attached Exhibit A.
 - b. **Maintenance.** Modernization of traffic control devices is not covered under this agreement. It is agreed that the actual maintenance will be performed by the DEPARTMENT indicated on Exhibit A, either with its own forces or through contractual agreements
 - c. **Maintenance Level.** It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in the attached Exhibit B, which is hereby made a part of this agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Additional provisions regarding maintenance may be incorporated in this document (Exhibit B) upon agreement by both parties.
 - d. **Interconnect & Timing.** The DEPARTMENT agrees to maintain all signal equipment and interconnects associated with interconnected signal systems or Advanced Traffic Management System and interconnects with at-grade railroad crossings, at DEPARTMENT maintained locations. The DEPARTMENT shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The GOVERNMENTAL BODY shall submit to the DEPARTMENT any changes proposed in signal timings.
 - e. **Interconnections: Installation & Damage.** The DEPARTMENT is not responsible for the cost of installing or maintaining traffic signals not on (but interconnected to traffic signals on) U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.
 - f. **Master Monitoring Costs.** Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or

State routes. The GOVERNMENTAL BODY may connect traffic signals to a State-owned master controller or Advanced Traffic Management System for the coordination or operation of non-State-owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to their office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.

- g. **Payment for Energy Costs.** The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT'S proportionate share of the energy charges.
- h. **Indemnity.** The GOVERNMENTAL BODY shall indemnify and hold harmless the DEPARTMENT for any and all third-party claims for personal injury and property damage arising solely out of the maintenance of the signals and devices listed in Exhibit A.
- i. **Emergency Vehicle Preemption Devices.** The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any Governmental Body must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.
- j. **Previous Agreements.** All traffic signal and traffic control device maintenance and electrical energy provisions contained in presently existing agreements or understandings between the DEPARTMENT and the GOVERNMENTAL BODY for traffic signals and/or other traffic control devices covered by this Master Agreement shall upon execution of this Master Agreement by the DEPARTMENT be superseded and be of no force or effect.

All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.
- k. **Modification.** Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the Regional Engineer, the Engineer of Operations and the authorized representative for the GOVERNMENTAL BODY. The modification shall be effective when fully executed and filed with the Department and the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modification of Exhibit A.
- l. **Plan Review.** All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.
- m. **Cost Sharing.** As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices generally are shared in proportion to the number of approaches maintained by each unit of government, however, other

For The DEPARTMENT:

For the GOVERNMENTAL BODY:

4. **Effective Date.** This Agreement shall be effective from July 1, 2021 through June 30, 2031 and may be terminated prior to that date, by either party, upon 30 days written notice.

FOR THE GOVERNMENTAL BODY:

Signature and Job Title of Authorized Representative

Type or Print Name of Authorized Representative

Date

FOR THE DEPARTMENT:

Jose Rios, Regional Engineer, Division of Highways

Phillip C. Kaufmann, Chief Counsel

Date

(Approved as to form)

By: _____

Christine M. Reed, P.E., Director, Division of Highways, Chief Engineer

Joanne Woodworth, Acting Chief Fiscal Officer

Date

Date: _____

By: _____

By: _____

Omer Osman, Acting Secretary of Transportation

Date

By: _____

EXHIBIT A

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the Village of Bensenville in DuPage County that are subject to the provisions of the attached Master Agreement to which this list is an exhibit.

As of 4/12/21

LOCATION	TS#	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			AGENCY PERFORMING MAINT.
		STATE	LOCAL	OTHER	STATE	LOCAL	OTHER	
IL 19 (Irving Park) at Church Rd	TS12065	50	50		50	50		STATE
IL 19 (Irving Park) at Marshall Rd	TS6140	75	25		75	25		STATE
IL 19 (Irving Park) at Spruce Av	TS6160	75	25		75	25		STATE
IL 19 (Irving Park) at York Rd	TS12045	75	25		75	25		STATE
IL 83 (Busse Rd) at I 390 (WB N ramp)	TS661	*100			100			STATE
IL 83 (Busse Rd) at I 390 (EB S ramp)	TS662	*100			100			STATE
IL 83 at 3 rd Av/Oak Meadows Dr	TS545	*100			100			STATE
IL 83 at Devon Av	(C)TS3410	*100			25		75 Elk Grove	STATE
IL 83 at Foster Av	TS590	*100			50	50		STATE
IL 83 at Grove/Sherwood Dr	TS595	*100			50	25	25 Wood Dale	STATE
IL 83 at Hillside Dr	TS600	*100			50	50		STATE
IL 83 at Mark St	TS610			100 Centerpoint Properties			100 Centerpoint Properties	STATE

*ADT = (Avg. Daily Traffic) >35,000+

EXHIBIT B
SHORT FORM
TRAFFIC SIGNAL MAINTENANCE PROVISIONS

A. GENERAL PROVISIONS

1. CABINET PACK

Wiring diagrams, phase diagrams, and manuals that are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his/ her signature and date of entry. These shall be kept in the cabinet to assist the DEPARTMENT on emergency call outs.

2. HARDWARE SPECIFICATIONS

All equipment and material used shall comply with the requirements of the DEPARTMENT's Standard Specifications for Road and Bridge Construction and the district special provisions.

3. HIGHWAY LIGHTING

For maintenance involving combination traffic signal and lighting unit mast arm assemblies and poles, the foundation, traffic signal mast arm assembly, pole lighting arm, luminaire and lighting cable and all signal cable shall be considered part of the traffic signal system and are the responsibility of the DEPARTMENT.

The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection. All costs of repairing or replacing damaged or missing non-standard IDOT highway lighting system equipment is the responsibility of the GOVERNMENTAL BODY.

4. EMERGENCY VEHICLE PREEMPTION SYSTEM

Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the GOVERNMENTAL BODY.

5. RAILROAD PREEMPTION

At all locations with railroad/traffic signal interconnects, respond to any and all emergency and all red flash alarms in a timely manner and notify the Illinois Commerce Commission and the GOVERNMENTAL BODY of the malfunction.

None of the traffic signal railroad preempt parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals can be modified without prior approval from the Illinois Commerce Commission.

Maintain unique spare controller data modules or sets of data chips containing the final railroad preemption parameters for each location.

Cooperate in any inspection as deemed necessary by the DEPARTMENT or the Illinois Commerce Commission.

The DEPARTMENT shall provide contact personnel available at all times to who railroad preemption malfunctions must be reported.

6. DAMAGE REPAIRS

Repair or replace any and all standard DEPARTMENT equipment damaged by any cause whatsoever. Equipment owned by a third party, such as EVP, lighted street name signs, TSP, and the like are the responsibility of others.

7. ACCIDENT DAMAGE

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage.

Whenever third-party claims cannot be recovered, the GOVERNMENTAL BODY shall share in the loss.

8. TEMPORARY TRAFFIC CONTROL

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, manually directing traffic through the use of proper authorities, or installing temporary stop signs which will be removed once the signal is in working condition.

9. EMERGENCY PERSONNEL

Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at intersection are considered emergencies.

B. AS REPORTED OR OBSERVED

1. LAMP REPLACEMENT

Replace burned out lamps for all red signal indications within twenty-four (24) hours of notification of burnout or on the next business day following the notification. However, if two or more red indications for an approach are burned out, these lamps must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other burned out lamps within forty-eight (48) hours or next business day of notification of burnout. Lamp changes shall always include a lens cleaning.

2. SIGNAL ALIGNMENT

Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

3. CONTROLLER PROBLEMS

Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

4. L.E.D. SIGNAL HEAD AND L.E.D. MODULE REPLACEMENT

An L.E.D. module shall be considered failed and shall be replaced if the indication is dark or if the module fails to meet ITE specification on minimum maintained luminous intensity.

Replace failed modules for all red signal indications within twenty-four (24) hours of notification of failure or on the next business day following the notification. However, if two or more red indications for an approach are failed, these modules must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other failed modules within forty-eight (48) hours or next business day of notification of failure.

C. WEEKLY

1. MASTER CONTROLLER or ADVANCE TRAFFIC MANAGEMENT SYSTEMS

At locations that are a part of a closed loop signal or advance traffic management systems maintained by the GOVERNMENTAL BODY, repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

As needed assist in the implementation of the signal system timing plans.

Maintain the central signal system software on a PC so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

D. BI-MONTHLY (Every 2 months)

1. CABINET INSPECTION

Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times. Replace filters per manufacturer's recommendations.

2. OBSERVE SIGNALS

Observe the signals at the time of the bi-monthly cabinet inspection. This involves stopping and watching for correct detection and timing operation.

3. DETECTION TESTING

Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit bi-monthly.

4. VIDEO DETECTION TESTING

Inspect, maintain, and clean all video detection and surveillance systems bi-monthly or as needed, to achieve clean lenses, and adjust for proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

5. CONTROLLER CHECK

When controllers malfunction, they shall be removed, repaired, and bench checked. The controllers shall not be removed for annual maintenance inspections.

This bi-monthly check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during the bi-monthly cabinet inspection.

6. FUSE AND BREAKER CHECKS

Fuse and breaker checks should occur during the bi-monthly cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

7. CLEARANCE TRIMMING

Remove any obstruction blocking the line of sight of the traffic signal face to the motorist including trimming trees, bushes or any other form of vegetation blocking said lines of sight.

E. GENERAL

1. ANNUAL HARDWARE INSPECTION

Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads on an annual basis.

2. ANNUAL CONFLICT MONITOR AND MMU TEST

Test all conflict monitors and MMUs once every two years in accordance with manufacturer recommendations.

3. PAVEMENT MARKINGS

In District 1, the GOVERNMENTAL BODY shall inspect stop bars, symbols, special pavement treatments and crosswalks and replace as necessary to insure proper motorist and pedestrian guidance;

Whereas, in District 2 through District 9, the cost of pavement markings is shared between the DEPARTMENT and the GOVERNMENTAL BODY according to Exhibit A.

4. The GOVERNMENTAL BODY shall also be responsible for maintenance of the installed street name signs on approaches to a State highway from a local road. Because of the value of street name signs to motorists, the GOVERNMENTAL BODY shall provide such signs at all named State highway intersections.

s:\gen\wpdocs\traffic\yg\2011\2011_1\reverse master agreement changes accepted exhibit b 3_9_2011 (1) (2) final.docx



Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

April 20, 2021

The Honorable Frank DeSimone
Village President
Village of Bensenville
12 South Center Street
Bensenville, IL 60106

Dear Village President DeSimone:

Enclosed for your signature are three (3) counterparts of the Intergovernmental Master Agreement (IGA) for State maintained traffic signals on State highways within the corporate limits of Bensenville. The existing Master Agreement between the Village of Bensenville (Village) and the Illinois Department of Transportation (Department) will expire in the near future.

Please note that the IGA has these clauses:

- G. Payment for Energy Costs.** The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT's proportionate share of energy charges.
- B Billing.** Bills shall be submitted to the DEPARTMENT on a quarterly basis. The amount billed shall be the costs incurred less any proceeds from third-party damage claims received during the billing period for repair of signals or devices that are the responsibility of the GOVERNMENTAL BODY.

PLEASE BE AWARE OF THE FOLLOWING: It is imperative that the Village sign the attached IGA. The Department will not be able to authorize any payments to the Village for the Department's share of utility costs until we can provide our financial department with a copy of a fully executed IGA. Therefore, in order for you to obtain reimbursement from the Department for any part of the traffic signal utility costs as shown in the Exhibit A in the Intergovernmental Agreement, we need the Village to sign the attached Agreement.

Also, should the Village decide it does not have the capability of providing the required level of service to the existing traffic signal(s) listed in the attached Exhibit A, this would be the opportunity to revise the maintenance responsibility in the Exhibit A. A maintenance transfer will be determined after the approval of the District Engineer and a revised Exhibit A will be included in new IGA.

The Honorable Frank DeSimone
April 20, 2021
Page Two


Please return the six (6) partially executed agreements to our office for final processing. We will send you a completed Agreement upon its execution by our Springfield Office. It is important that you forward the Agreement to:

Ms. Lisa E. Heaven-Baum, P.E.
Bureau Chief of Traffic Operations
Illinois Department of Transportation
201 W. Center Court
Schaumburg, IL 60196

If you have any questions or need additional information, please contact Mr. Daryle Drew, Traffic Programs Engineer, at 847-705-4424.

Very truly yours,

Jose Rios, P.E.
Region One Engineer

By: 
Lisa E. Heaven-Baum, P.E.
Bureau Chief of Traffic Operations

Enclosures

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**May 25, 2021**DESCRIPTION:**

Resolution Authorizing the Execution of a Purchase Order with NuToys Leisure Products for the Purchase of Refuse Receptacles in the Not to Exceed Amount of \$23,370

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

N/A

DATE:

N/A

BACKGROUND:

As part of the IL19 Streetscape Project constructed in 2015 and 2016, trash receptacles were not included in the scope. In order to do our part in keeping this important corridor clean, we are proposing to install ten (10) receptacles along Irving Park Road. These cans will be identical to those installed as part of our downtown streetscape project.

Staff is also proposing to install four (4) receptacles within the City of Chicago property at York and Green. Since the installation of the maintenance paths at this location, we are witnessing more pedestrian traffic and in return more trash along the paths. Again, we plan to install the same receptacles as in the downtown.

KEY ISSUES:

NuToys Leisure Products is the Regional distributor of the DuMor 157-22 receptacle. We have also secured pricing for the receptacles under the Keystone Purchasing Network - a joint purchase coop. Pricing for the fifteen (15) receptacles (with shipping) is \$23,370 through KPN.

ALTERNATIVES:

Discretion of the Village Board

RECOMMENDATION:

Staff recommends approval of the purchase through the KPN joint purchase program

BUDGET IMPACT:

This was an unbudgeted item in the CY2021 Budget, however, we propose to transfer funds from the Forestry Other Contractual Services Account (11050430 549990) that were previously identified for tree replacement along IL83 (\$35,000) to Forestry R&M ROW (11050430 542811). We propose to utilize Developer tree contributions to support the tree replacement thus freeing up this expense.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Purchase Order with NuToys Leisure Products for the Purchase of Refuse Receptacles in the Not to Exceed Amount of \$23,370

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

RES - 2021 Trash Receptacle Purchase

5/18/2021

Resolution Letter

QUOTE - 2021 Trash Receptacle Purchase

5/18/2021

Backup Material

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A PURCHASE ORDER TO
NUTOYS LEISURE PRODUCTS FOR THE
PURCHASE OF REFUSE RECEPTACLES
IN THE NOT-TO-EXCEED AMOUNT OF \$23,370**

WHEREAS the Village of Bensenville, owns and maintains street furniture in the rights-of-way (ROW), and

WHEREAS the Village desires to install trash receptacles along IL19 and in the area around the City of Chicago property located at the corner of York Road and Green Street, and

WHEREAS the Village has identified a standard receptacle (DuMor 157-22) utilized in the downtown streetscape project, and

WHEREAS DuMor sells their products through regional distributors, and

WHEREAS NuToys Leisure Products is the local distributor for DuMor, and

WHEREAS the Village is participating in the Keystone Purchasing Network (KPN), a joint purchase identity, to set a joint purchase price for the product, and

WHEREAS the cost of fifteen (15) DuMor 157-22 trash receptacles through the KPN (with shipping included) is \$23,370.

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

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

SECTION TWO: The Village Board authorizes and approves this Resolution authorizing the execution of a Purchase Order to NuToys Leisure Products for the purchase of refuse receptacles in the not-to-exceed amount of \$23,370.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated May 25, 2021.

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



Box 2121
LaGrange, IL 60525
708-579-9055
708-579-0109 (fax)
1-800-526-6197

ORDER FORM/PROPOSAL

Please verify the Bill To and Ship To address information when ordering.

May 12, 2021

BILL TO:

Village of Bensenville
12 S. Center St.
Bensenville, IL 60106
Attn: Joseph Caracci

SHIP TO:

PLEASE PROVIDE

PROJECT NAME:

CUSTOMER CONTACT NUMBER: Joseph Caracci 630-350-3431

CUSTOMER PURCHASE ORDER #:

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>EACH</u>	<u>TOTAL</u>
15	157-22SH	22-GALLON STEEL RECEPTACLE W/ SHIELD	1,395	\$ 20,925
15	CVB-20-25BT	20 GAL STL BOLTED BONNET TOP CVR	65	975
Subtotal				\$ 21,900
Shipping Cost				1,470
Total Delivered Price				\$ 23,370



***Prices quoted above are KPN contract prices.**

Above prices are in effect for 30 days.

Please include a copy of your Sales Tax Exemption Certificate with Order Placement. Sales Tax will be charged, if applicable.

Above prices include shipping but not installation.

NOTE: Receiving Party is responsible for removing product from truck to ground upon delivery. Please keep this in mind when providing the Ship To Address, Contact Name and Phone Number. Liftgate and/or Inside delivery are available upon request at additional cost.

TERMS: Our terms are net 30 from date of shipment to tax supported institutions or those who have an account with us. 1-1/2% per month interest will be charged on past due accounts.

Signature

Title

Date

BEN21VIL3.MZ

TYPE:Resolution**SUBMITTED BY:**Jovana Dacic**DEPARTMENT:**Public Works**DATE:**May 25, 2021**DESCRIPTION:**

Resolution Authorizing the Purchase Order to the Illinois Environmental Protection Agency for the Annual Wastewater Treatment Plant NPDES Operating Permit in the Not-to-Exceed Amount of \$17,500

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X

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

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

N/A

DATE:

N/A

BACKGROUND:

Each year the Village is required to acquire NPDES Permits from the Illinois Environmental Protection Agency (IEPA). NPDES stands for National Pollutant Discharge Elimination System. An NPDES permit will generally specify an acceptable level of a pollutant or pollutant parameter in a discharge (for example, a certain level of bacteria). These permits are necessary for agencies that operate either storm sewer or sanitary sewer collection and/or treatment systems. The Village holds a number of these permits for our individual systems.

KEY ISSUES:

The Wastewater Treatment Plant NPDES Permit totals **\$17,500**. We have modified our Waste Water Treatment plant to the point where we no longer require the Storm Water Permit, saving the Village \$1,000 per year.

ALTERNATIVES:

Discretion of the Village Board.

RECOMMENDATION:

Staff recommends authorization of a Resolution authorizing the Purchase Order to the Illinois Environmental Protection Agency for the Annual Wastewater Treatment Plant NPDES Operating Permit in the not-to-exceed amount of \$17,500.

BUDGET IMPACT:

\$17,500 is budgeted for 2021 in account no. 51050570-521110.

ACTION REQUIRED:

Approval of a Resolution authorizing the Purchase Order to the Illinois Environmental Protection Agency for the Annual Wastewater Treatment Plant NPDES Operating Permit in the not-to-exceed amount of \$17,500.

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

RES -NPDES Permit Payment Authorization 2021

5/18/2021

Resolution Letter

IEPA NPDES Invoice 2020-2021

9/2/2020

Backup Material

RESOLUTION NO.

**AUTHORIZING THE PURCHASE ORDER TO
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR THE
ANNUAL WASTEWATER TREATMENT PLANT NPDES OPERATING
PERMIT IN THE NOT-TO-EXCEED AMOUNT OF \$17,500**

WHEREAS the Village of Bensenville, owns and operates a wastewater treatment facility, and

WHEREAS the Illinois Environmental Protection Agency requires agencies that operate storm water collection systems, sanitary sewer collection systems, and wastewater treatment plants to obtain a National Pollutant Discharge Elimination System (NPDES) permit, and

WHEREAS the cost of the permit for the Village of Bensenville Wastewater Treatment Facility is \$17,500

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing the Purchase Order to the IEPA for our annual NPDES permits in the not to exceed amount of \$17,500.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated May 25, 2021.

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue East
Springfield, IL 62794-9276

20202691
RECEIVED JUL 02 2020

Account
Invoice - First Notice

Account Information

Account Number IL0021849 (A)
Facility Address 711 East Jefferson
Bensenville, IL 60106
IEPA Program Annual NPDES Fee
Service Period July 1, 2020 to June 30, 2021
Billing Date Fri June 26, 2020
Due Date Mon August 10, 2020

VILLAGE OF BENSENVILLE-SOUTH PLT 1
Accounts Payable
12 SOUTH CENTER
BENSENVILLE, IL 60106

Annual NPDES Bill

FY-2021 Billing (Sludge Generator)	\$2,500.00
FY-2021 Billing (Domestic Sewage (>=1.0 & <5.0 MGD))	\$15,000.00
Amount Due	\$17,500.00

Other Information/Messages

Questions. Please direct any technical/permit questions to the Permit Section at (217) 782-0610. Questions about the amount of your fee should be e-mailed to: epa.npdesfees@illinois.gov See also the Frequently Asked Questions area at <https://www2.illinois.gov/epa/topics/forms/fees/Pages/npdes.aspx>.

51051570.000000 55/110 521110
- See Reverse Side for Additional Important Information -

emailed Kimmy 8/20

Cut Here



**Payment
Remittance Stub**

Return bottom portion with a check made payable to Illinois EPA
Mail to Illinois EPA, Fiscal Services #2, P.O. Box 19276, Springfield IL 62794
Online Payment Option: <https://magic.collectorsolutions.com/magic-ui/Login/illinois-epa>

Account Information

Acct. Number IL0021849 (A)
Acct. Name VILLAGE OF BENSENVILLE-SO
IEPA Program Annual NPDES Fee
Service Period July 1, 2020 to June 30, 2021
Billing Date Fri June 26, 2020

Amount Due \$17,500.00

Mon August 10, 2020

Amount Enclosed

Business Email Address:
No Email Recorded



Please provide updated email here

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**May 25, 2021**DESCRIPTION:**

Resolution Authorizing the Execution of a Purchase Order to the DuPage River / Salt Creek Workgroup (DRSCW) for the 2021/2022 Annual Dues in the Not-to-Exceed Amount of \$14,835

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X *Financially Sound Village*

Enrich the lives of Residents

Quality Customer Oriented Services

Major Business/Corporate Center

x *Safe and Beautiful Village*

Vibrant Major Corridors

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

The DRSCW (DuPage River Salt Creek Workgroup) formed in 2005 in response to concerns about TMDLs (Total Maximum Daily Loads) being set for the East & West Branches of the DuPage River and Salt Creek. The DRSCW seeks to implement targeted watershed activities that resolve priority waterway problems efficiently and cost-effectively. The mission of the Workgroup is to bring together a diverse coalition of stakeholders to work together to preserve and enhance water quality and stream resource quality in the East Branch DuPage River, West Branch DuPage River, Salt Creek, and their tributaries.

Currently, at 78 members (41 municipalities and sanitary districts), the Workgroup meets frequently to discuss opportunities to improve water quality and meet IEPA standards. The Village of Bensenville joined the Workgroup in 2005 and supports their goals.

Participation in the Workgroup is also a condition of our Wastewater Treatment Plant Permit in order to continue with a 1.0 mg/L limit on phosphorus. Costs to reduce this limit could cost in excess of \$100,000 annually.

KEY ISSUES:

The Village's commitment/dues to the Local Funding Program for 2021/2022 was identified as \$14,835. Participation in the Special Conditions component of the DRSCW benefits the Village with extended permit conditions with respect to phosphorous removal.

ALTERNATIVES:

Discretion of the Village Board.

RECOMMENDATION:

Staff recommends approval of the Resolution Authorizing the Execution of a Purchase Order to the DuPage River / Salt Creek Workgroup (DRSCW) for the 2021/2022 Annual Dues in the Not-to-Exceed Amount of \$14,835.

BUDGET IMPACT:

\$15,000 is allocated in 51050570-521110.

ACTION REQUIRED:

Approval of the Resolution Authorizing the Execution of a Purchase Order to the DuPage River / Salt Creek Workgroup (DRSCW) for the 2021/2022 Annual Dues in the Not-to-Exceed Amount of \$14,835.

ATTACHMENTS:

Description

RES - DRSCW 2021

Upload Date

5/19/2021

Type

Resolution Letter

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A PURCHASE ORDER TO THE
DUPAGE RIVER / SALT CREEK WORKGROUP (DRSCW) FOR THE 2021/2022
ANNUAL DUES IN THE NOT-TO-EXCEED AMOUNT OF \$14,835**

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

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

WHEREAS the Village of Bensenville (the “Village”) owns and operates a Wastewater Treatment Plant (WWTP) that is subject to permit requirements by the Illinois Environmental Protection Agency (IEPA), and

WHEREAS the Village of Bensenville has supported and participated in DRSCW as an Agency member since 2005; and

WHEREAS the DRSCW has developed a Special Condition that is acceptable to IEPA that will extend a new Phosphorus limit for eleven years in lieu of the five year permit cycle; and

WHEREAS the Special Condition includes engineering studies that require an additional level of funding by the Village; and

WHEREAS on November 4, 2015 the Village formally approved an agreement to participate in the Special Conditions and associated dues as part of Resolution R-86-2015

WHEREAS dues for 2021/2022 were identified as \$14,835

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing the Execution of a Purchase Order to the DuPage River Salt Creek Workgroup (DRSCW) for the 2021/2022 Annual Dues in the Amount of \$14,835

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated May 25, 2021

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____