

Village Board

Village President

Frank DeSimone

Trustees

Rosa Carmona

Ann Franz

Marie T. Frey

McLane Lomax

Nicholas Panicola Jr.

Armando Perez

Village Clerk

Nancy Quinn

Village Manager

Daniel Schulze



Village of Bensenville, Illinois VILLAGE BOARD COMMITTEE OF THE WHOLE AGENDA 6:30 PM September 23, 2025

- 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
- VI. **REPORTS OF VILLAGE DEPARTMENTS**
 - A. Administration
 1. *Consideration of an Ordinance Amending The Bensenville Village Code Title 3 – Chapter 3 – Liquor Regulations, Increasing the Number of Class E2 Liquor Licenses from 2 to 3*
 - B. Community and Economic Development
 1. *Consideration of 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 540 County Line Road and Authorizing the Village Manager and Community & Economic Development Director to Negotiate an Agreement for its Sale and Development*
 - C. Finance – No Report
 - D. Police Department – No Report
 - E. Public Works
 1. *Consideration of a Resolution Authorizing the Award of a Design Engineering Services Agreement with Engineering Resource Associates, Inc. for the Willow Creek Tributary (W4) Storm Sewer Improvements Project in the Not-to-Exceed Amount of \$115,790.*
 2. *Consideration of a Resolution Authorizing the Execution of a Final Balancing Change Order #1 with Earthwerks Land Improvement and Development*

Corporation of Lisle, IL for the Browngate Subdivision Detention Basin Project for an Increase of \$77,907.50 for a Revised Final Contract Amount of \$435,524.00.

3. *Consideration of a Resolution Authorizing the Award of a Design Engineering Services Agreement with Christopher B. Burke Engineering LTD. for the Industrial Drive Reconstruction Project in the Not-to-Exceed Amount of \$319,000.00.*
4. *Consideration of a Resolution Authorizing an Execution of a Purchase Order to Badger Infrastructure Solutions for Hydro-Excavation of Water Services in the Not-to-Exceed Amount of \$40,000*
5. *Consideration of an Ordinance Designating Certain Property as Surplus and Authorizing the Disposition of the Same*
6. *Consideration of a Resolution Authorizing the Execution of a Purchase Order to Roesch Ford for the Purchase of Community and Economic Development and Police Vehicles in the Not-to-Exceed Amount of \$98,431*
7. *Informational Item Regarding the Development of a Fats, Oil, and Grease Management Program*

F. Recreation

1. *Consideration of a Resolution Authorizing a Facility Usage License Agreement with 200 x 85, LLC for the World Invite Youth Hockey Tournament.*
2. *Consideration of a Resolution Approving an Ice License and Facility Use Agreement with the Chicago Cougars Junior A Hockey Team for 2025-2026*
3. *Consideration of a Resolution Authorizing the Execution of a Facility Use License Agreement with Goodman Elite Sports Training*
4. *Consideration of a Resolution Authorizing the Execution of a License Agreement with Bar Down Pro Shop, LLC, Inc.*

VII. INFORMATIONAL ITEMS

VIII. UNFINISHED BUSINESS

IX. AGENDA ITEMS

1. *May 13, 2025 Committee of the Whole Meeting Minutes*

X. 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)]

XI. ADJOURNMENT

TYPE:Ordinance**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**September 23, 2025**DESCRIPTION:**

Consideration of an Ordinance Amending The Bensenville Village Code Title 3 – Chapter 3 – Liquor Regulations, Increasing the Number of Class E2 Liquor Licenses from 2 to 3

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

N/A

DATE:

N/A

BACKGROUND:

Section 3-3-5E.6 of the Bensenville Village Code limits the number of Class E2 liquor licenses issued and outstanding to 2. Class E2 licenses authorize the retail sale of beer and wine for consumption on the premises. TGSF, Inc. DBA Taste Greek Street Food located at 596 North York Road has applied for a Class E2 Liquor License.

Owners, Samantha Dravilas, Georgia Dravilas and Gina Dravilas had their background checks conducted in August 2025 yielding negative results.

An inspection of the property was conducted by Community and Economic Development in August 2025 with no issues.

KEY ISSUES:

The current Village Code allows for no more than two (2) Class E2 liquor licenses to be issued. Currently all two licenses are issued. In order to issue a Class E2 liquor licenses to TGSF, Inc. DBA Taste Green Street Food, the Village Board would have to increase the number of total licenses from 2 to 3.

ALTERNATIVES:

- Discretion of the Committee of the Whole.

RECOMMENDATION:

Staff recommends approval of the Ordinance increasing the number of Class E2 liquor licenses from 2 to 3.

BUDGET IMPACT:

\$2,300.00 of net revenue for the Village.

ACTION REQUIRED:

Board approval of the Ordinance increasing the number of Class E2 liquor licenses from 2 to 3.

ATTACHMENTS:**Description**

Ordinance

Upload Date

9/9/2025

Type

Cover Memo

Ordinance _____

AN ORDINANCE AMENDING THE BENSENVILLE VILLAGE CODE
TITLE 3 – CHAPTER 3 – LIQUOR REGULATIONS

BE IT AND IT IS HEREBY ORDAINED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois, as follows:

SECTION ONE: That Section 3-3-5 of the Bensenville Village Code, entitled “License classifications; fee; number” is hereby amended by the addition of one (1) class E-2 licenses and the following language shall be inserted in lieu thereof:

“E. Classes E-1 and E-2:

6. There shall be no more than three (3) class E-2 licenses issued and outstanding at any one time.”

SECTION TWO: All Resolutions and Ordinances in conflict herewith are replaced to the extent of said conflict.

SECTION THREE: 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 at the Village of Bensenville, this 30th day September, 2025.

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:Resolution**SUBMITTED BY:**W. Magdziarz**DEPARTMENT:**CED**DATE:**09/23/2025**DESCRIPTION:**

Consideration of 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 540 County Line Road and Authorizing the Village Manager and Community & Economic Development Director to Negotiate an Agreement for its Sale and Development

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

☒	Financially sound Village	☐	Enrich the lives of residents
☐	Quality customer-oriented services	☒	Major business/corporate center
☐	Safe and beautiful Village	☒	Vibrant major corridors

COMMITTEE ACTION:**DATE:**

09/23/25

BACKGROUND:

The Village Board previously designated the property at 540 County Line Road as surplus property and initiated the process to dispose of the property. The Village advertised the potential sale of the property and received two bids. County Line Trade Center, LLC was the high bidder, and we wish to proceed with the sale of the property to the bidder. The Resolution is a necessary next step in the process and only authorizes the Village Manager and Community & Economic Development Director to get to a point where contract documents can be prepared for Village Board approval at a future date.

The property in question was previously designated as surplus property by the Village Board. The Village advertised for bids to purchase the property from all interested parties as required by statutes.

KEY ISSUES:

The selected bidder is committed to developing the property with a multi-tenant building thereby adding taxable value to the property. The Resolution does not complete the sale; there will be additional documents for the Village Board to approve in the near future that will complete the sale.

ALTERNATIVES:

Discretion of the Committee of the Whole.

RECOMMENDATION:

Village staff recommends approval of the Resolution of the Village of Bensenville, DuPage and Cook Counties, Illinois, accepting a Proposal for the Village Owned Vacant Parcel of Real Property at 540 County Line Road and Authorizing the Village Manager and Community & Economic Development Director to Negotiate an Agreement for its Sale and Development.

BUDGET IMPACT:

There will be small expenditures required for the preparation of contract documents which are budgeted expenses.

ACTION REQUIRED:

Approval of the Resolution of the Village of Bensenville, DuPage and Cook Counties, Illinois, accepting a Proposal for the Village Owned Vacant Parcel of Real Property at 540 County Line Road and Authorizing the Village Manager and Community & Economic Development Director to Negotiate an Agreement for its Sale and Development.

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

Resolution

9/18/2025

Cover Memo

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 540 COUNTY LINE ROAD AND
AUTHORIZING THE VILLAGE MANAGER AND COMMUNITY & ECONOMIC
DEVELOPMENT DIRECTOR TO NEGOTIATE AN AGREEMENT
FOR ITS SALE AND DEVELOPMENT**

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 540 County Line Road, identified by PIN 03-24-209-013-0000, that is approximately a 120 x 355 vacant lot that is 42,600 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-1 Light 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 it 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 Village ascertained a written appraisal of real property on the Property, dated September 24, 2024, which was prepared by William Falkanger of A-Appraisals, 444 W. Northwest Highway, Barrington, Illinois 60010 (the “*Appraisal*”), which determined that the appraised value of the Property was \$385,000.00; and

WHEREAS, the Corporate Authorities have determined it is in the best interests of the Village to sell the Property pursuant to 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code; and

WHEREAS, on March 25, 2025, the Corporate Authorities adopted Resolution Number R-36-2025 entitled “*A Resolution of the Village of Bensenville, DuPage and Cook Counties, Illinois Declaring the Village Owned Vacant Parcel of Real Property at 540 County Line Road as Surplus Property and Authorize Village Staff 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 May 22, 2025, the Village published a “*Public Notice of Sale of Surplus Real Property at 540 County Line Road Owned by the Village of Bensenville*” with a copy of Resolution Number R-36-2025 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; and

WHEREAS, the Appraisal and Resolution Number R-36-2025 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, the Village received a proposal for the Property from 520 County Line LLC in the amount of \$310,000.00 (the "*520 County Line Proposal*"); and

WHEREAS, the Village received a proposal for the Property from County Line Trade Center LLC in the amount of \$318,000.00 (the "*CLTC 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 520 County Line Proposal and the CLTC Proposal and recommended to the Village Manager the CLTC Proposal because of the higher purchase price; and

WHEREAS, the Corporate Authorities concur with the recommendation of the Director of Community & Economic Development and Village Manager to sell the Property for \$318,000.00 pursuant to the CLTC Proposal; and

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

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 CLTC Proposal is hereby accepted, and the Village Manager, Director

of Community & Economic Development and Village Attorney are further directed to prepare an agreement for the sale and development of the Property pursuant to the CLTC 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, engineers, and attorneys of the Village are hereby further authorized to take such action to prepare for 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.

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PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this _____ day of September 2025.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

Exhibit A

Legal Description

LOT 3 IN BLOCK 4 IN BENSENVILLE FARMS BEING A SUBDIVISION IN SECTION 24, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1923 AS DOCUMENT 171311 IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 540 County Line Road, Bensenville, Illinois 60106
Permanent Index Number 03-24-209-013-0000

Exhibit B

CLTC Proposal

Letter of Intent to Purchase Real Estate

Village Of Bensenville

Attn: Community and Economic Development

12 S Center St

Bensenville, IL 60106

Dear Walter Magdziarz

I am writing on behalf of County Line Trade Center LLC to formally express our intent to purchase the property located at 540 County Line Rd, Bensenville. for the amount of \$318,000.00

Thank you for considering our offer. We look forward to working together towards a successful transaction.

Sincerely,

Wojciech (Voytec) Ryszka

County Line Trade Center LLC

773 808 8088 - voytec@omegaprosystems.com

Date: 7-1-2025

TYPE:Resolution**SUBMITTED BY:**Brad Hargett**DEPARTMENT:**Public Works**DATE:**September 23, 2025**DESCRIPTION:**

Consideration of a Resolution Authorizing the Award of a Design Engineering Services Agreement with Engineering Resource Associates, Inc. for the Willow Creek Tributary (W4) Storm Sewer Improvements Project in the Not-to-Exceed Amount of \$115,790.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

Committee of the Whole

DATE:

September 23, 2025

BACKGROUND:

Several industrial properties have experienced flooding that come from open ditches in the North Business District. Stormwater that traverses under the railroad spurs just south of Fairway Drive enters a shallow ditch before re-entering a restrictor storm sewer to Willow Creek. In 2020, the Village completed a Hydraulic and Hydrologic Study prepared by Engineering Resource Associates, Inc. that identifies several improvements that will help alleviate some of the flooding concerns. Included in these recommendations is construction of a box culvert to carry storm water along a different route to Willow Creek. Also being considered is eliminating the open ditch and constructing a below grade overflow storm sewer adjacent to the affected properties.

KEY ISSUES:

In 2025, the Village advertised for and selected through a Qualification Based System (QBS) approach a list of engineering firms to provide design engineering services for the upcoming years. Engineering Resource Associates, Inc. (ERA) is one of the short-listed firms to provide design-engineering and stormwater services. ERA has performed the H&H analysis on the Redmond Reservoir, the design of the Redmond Reservoir Expansion, design of the Addison Creek Storm Sewer Project Phase I and II projects. They have the modeling and all the backup information for the Willow Creek watershed. ERA's proposed scope includes survey, Plat of Easement preparation, wetland delineation and reporting, stormwater modeling, grant assistance, geotechnical investigation, environmental testing, outside permitting, utility coordination, design of plans, construction specifications, preparing estimates, and bidding assistance.

ERA's negotiated proposed work effort and fee totals \$115,790. This not-to-exceed fee equates to 8.9% of the estimated construction cost of \$1,300,00 for this project, which is typical for projects with similar size and scope.

ALTERNATIVES:

Discretion of the Committee of the Whole.

RECOMMENDATION:

Staff recommends approval of a Resolution Authorizing the Award of a Design Engineering Services Agreement with Engineering Resource Associates, Inc. for the Willow Creek Tributary (W4) Storm Sewer Improvements Project in the not-to-exceed amount of \$115,790.

BUDGET IMPACT:

In FY-2025 this project was not funded, but we are initiating the design phase of various areas with drainage

problems throughout the Village, including the Willow Creek Tributary (W4) location. Based on the negotiated fee, the proposed budget impact will be as follows:

- \$115,790.00 from TIF 12 Fund Account #37980850-593513-26503

Adequate funding is available in TIF 12 Fund Account.

ACTION REQUIRED:

Consideration of a Resolution Authorizing the Award of a Design Engineering Services Agreement with Engineering Resource Associates, Inc. for the Willow Creek Tributary (W4) Storm Sewer Improvements Project in the not-to-exceed amount of \$115,790.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	9/17/2025	Resolution Letter
Location Map	9/16/2025	Backup Material
Proposal	9/17/2025	Backup Material

RESOLUTION NO. _____

**AUTHORIZING THE EXECUTION OF A DESIGN ENGINEERING SERVICES
AGREEMENT WITH ENGINEERING RESOURCE ASSOCIATES, INC. FOR
THE WILLOW CREEK TRIBUTARY (W4) PROJECT IN THE NOT-TO-
EXCEED AMOUNT OF \$115,790**

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

WHEREAS the 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 strives to provide quality services to its residents and businesses; and

WHEREAS stormwater management is one of the core services provided by the Village; and

WHEREAS several industrial properties have experienced flooding that come from open ditches in the North Business District; and

WHEREAS the Village is initiating the design phase of various areas with drainage problems throughout the Village, including the Willow Creek Tributary (W4); and

WHEREAS in 2020, the Village completed a Hydraulic and Hydrologic Study prepared by Engineering Resource Associates, Inc. that identifies several improvements that will help alleviate some of the flooding concerns; and

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

WHEREAS Engineering Resource Associates, Inc. (ERA) of Warrenville, IL is one of the short listed design engineering and stormwater firms; and

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

WHEREAS ERA has performed a Willow Creek Hydraulic and Hydrologic Study which identified this project; and

WHEREAS the project team of ERA and Village Staff have worked well together in the past and staff recommends continuing with this team for the upcoming project; and

WHEREAS the Village requested a proposal from ERA for the proposed improvements; and

WHEREAS after project scoping and negotiations, ERA has provided a design engineering agreement in the not-to exceed amount of \$115,790; 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 with Christopher B. Burke Engineering, LTD. for the Industrial Drive Reconstruction Project in the not-to-exceed amount of \$115,790.

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 September 30, 2025.

APPROVED:

Frank DeSimone
Village President

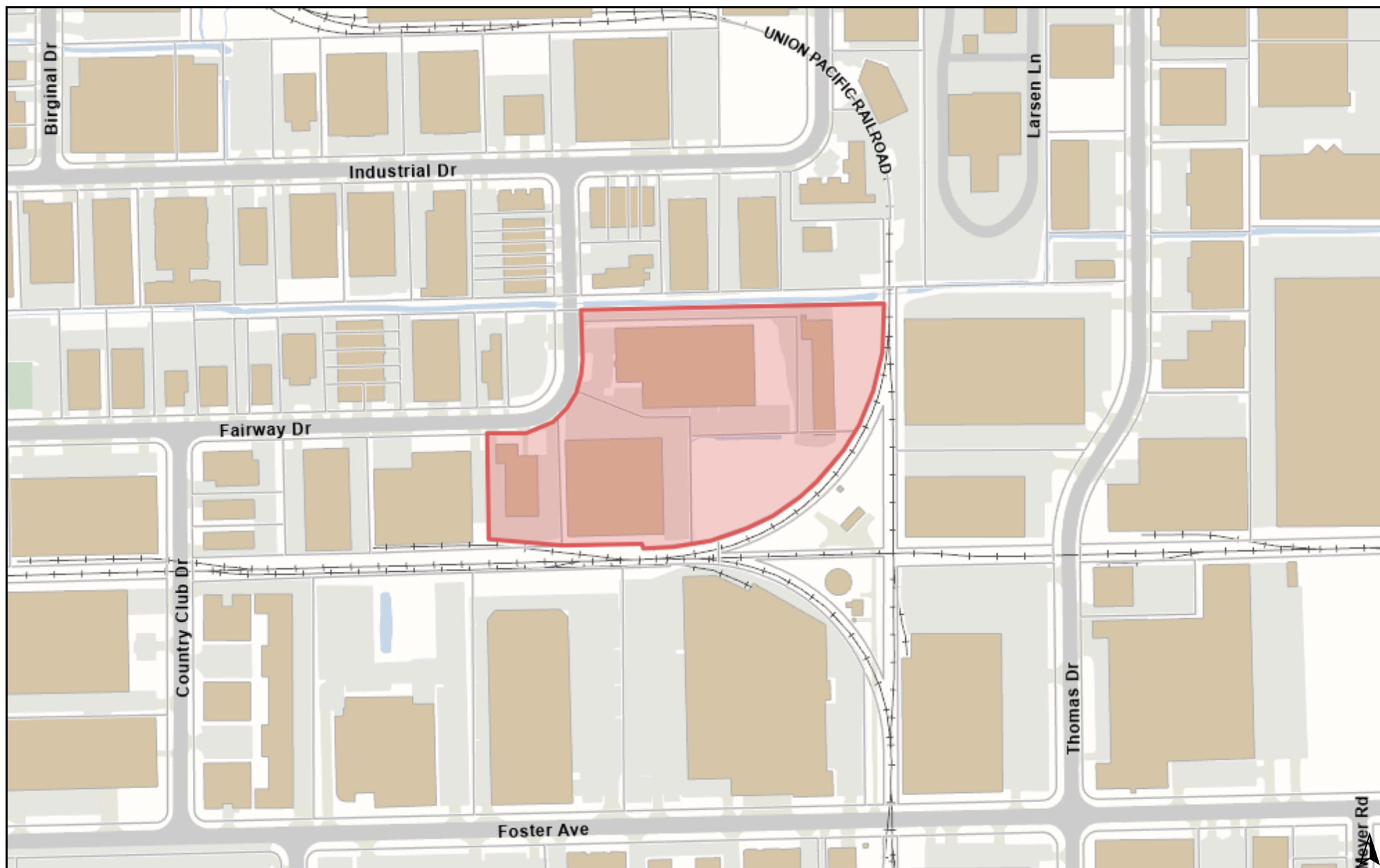
ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



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ft

Print Date: 9/9/2025

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.



Sent via email to jcaracci@bensenville.il.us

September 9, 2025

Joe Caracci
Director of Public Works
Village of Bensenville
717 East Jefferson Street
Bensenville, Illinois 60106

Subject: Proposal for Final Design Engineering Services – Willow Creek Tributary (W4) Storm Sewer Improvements

Dear Joe:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal to provide final design engineering services for the Willow Creek Tributary (W4) Storm Sewer Improvements Project. The project will primarily consist of storm sewer and streambank stabilization improvements. It is anticipated that the work will be put out to bid in the spring/summer of 2026 to be constructed in summer/fall 2026 or spring 2027.

PROJECT UNDERSTANDING

The Village of Bensenville desires to construct a storm sewer from the culvert just north of the railroad tracks and south of the building located at 830 Fairway Drive to Higgins Creek. It is anticipated that the sewer will run east along the tracks to the Village owned property and then take one of two routings.

1. Run diagonally through Village property to the southeast corner of the parking lot located at 800 Fairway Drive.
2. Continue along the tracks approximately 300-feet into the Village property where it will turn north to the southeast corner of the parking lot located at 800 Fairway Drive.

The routing will be determined during the design phase of the project. From the parking lot the storm sewer will replace an undersized sewer and will run directly north into Higgins Creek. The anticipated length of the new storm sewer is approximately 1,000 feet. As part of the project ERA will provide stabilization design of the creek running along the west and north side of the Village owned property approximately 500 feet. Stabilization may include creating a subtle swale on top of a secondary storm sewer or the stabilization of the creek banks to reduce erosion. The area of the proposed improvements and anticipated survey is shown on the following page of this proposal. Work within or under the railroad ROW is not anticipated. The budgetary cost of the proposed improvements is \$1,300,000.

WARRENVILLE

3S701 West Avenue, Ste 150
Warrenville, IL 60555
☎ (630) 393-3060

CHICAGO

10 S. Riverside Plaza, Ste 875
Chicago, IL 60606
☎ (312) 474-7841

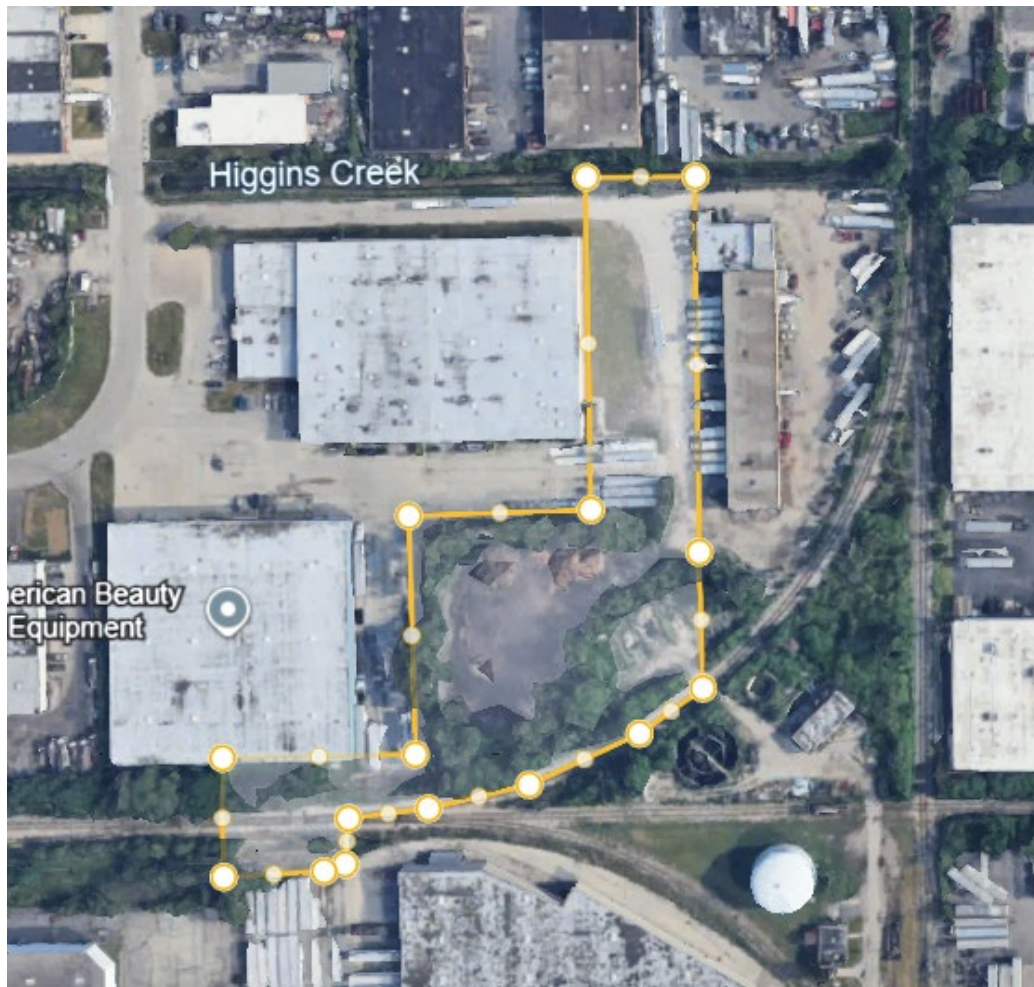
CHAMPAIGN

2416 Galen Drive
Champaign, IL 61821
☎ (217) 351-6268

MILWAUKEE

342 N. Water Street, Ste 600
Milwaukee, WI 53202
☎ (414) 238-9189

Fairway Drive Stormwater Improvements Area of Anticipated Survey



SCOPE OF SERVICES

ERA will provide engineering services in accordance with the following work plan.

- 1. Meetings and Coordination** – We will collaborate closely with staff and other stakeholders to maintain communication throughout the duration of the project including obtaining information, providing progress updates, and discussing relevant issues. This task includes preparation of meeting agendas and preparation of minutes following the meeting. The following meetings are anticipated.
 - a. Monthly Teams Update Meetings** – ERA will setup a reoccurring update meeting via Teams.
 - b. Coordination Meetings** – ERA will schedule and attend a coordination meeting with City staff to discuss the design project. It is anticipated that three coordination meetings will occur after the city's 75%, 90% and pre-final review.
- 2. Data Acquisition/Review** – We will acquire and review relevant background data from various sources including but not limited to the following items:
 - Aerial photography
 - Contour Information

- Utility maps for water, sewer, street lighting, and traffic signals
- Village standard contract documents
- Village design details
- Historical engineering plans
- Televised sewer runs.
- Relevant GIS files
- Easement Documents
- Other relevant background data as available

- 3. Topographic/Boundary Survey** – ERA will complete a detailed topographic survey of the area as part of the improvement project. The topographic survey will include the areas shown on the exhibit in the Project Understanding section. ERA will perform a boundary survey and calculations for the four properties that abut the existing ditch and storm sewer system shown in the project area exhibit.
- 4. Plats of Easement** –ERA will prepare and provide a separate Plat of Easement for each of the affected properties. The Plat of Easement will show the location, width, and dimensions of the proposed easement area. The final Plats of Easement will be prepared on mylar suitable for recording with the county recorder's office. The plat will include:
 - a. A full legal description of the parent parcel and a separate legal description of the easement area by metes and bounds.
 - b. The names of the record owners.
 - c. Certification language signed and sealed by a Professional Land Surveyor.
 - d. Easement provisions language, as provided by the Village of Bensenville.
- 5. Utility Coordination** – ERA will perform a design JULIE to acquire contacts from utility companies (telephone, gas, electric, cable). ERA will coordinate with the contacts to verify utility locations and depths. If sewer routings disturb utilities ERA will coordinate with the utility companies to determine their scope of work and preliminary construction schedule to relocate their facilities. It is anticipated that plans at each design phase will be sent to utility companies for their review and comment.
- 6. Wetland Delineation & Reporting** - ERA will review publicly available water resource maps, soil survey, and topographic maps prior to conducting fieldwork. Wetlands within the project area as shown on the previous exhibit will be delineated in accordance with current Federal wetland methodology and the DuPage County Countywide Stormwater and Floodplain Ordinance wetland standards. If wetlands are found, ERA will stake wetlands with pin flags and/or marking tape labeled "wetland" and will locate the wetland flags with a handheld GPS data collector with submeter accuracy. ERA will prepare a written wetland delineation report containing the following:
 - a. U.S. Army Corps of Engineers (USACE) data forms.
 - b. Threatened and endangered species consultation with the Illinois Department of Natural Resources (IDNR). Please note that IDNR requires a small fee for this consultation. ERA will bill this fee as a direct cost without markup. ERA will provide documentation that meets the Section 7 U.S. Fish and Wildlife Service (USFWS) requirements.
 - c. Aerial map exhibit of site showing approximate locations of data sampling points and wetland delineation boundaries.
 - d. Floristic Quality Assessment per USACE requirements.
 - e. Wildlife habitat evaluation per DuPage County requirements.
 - f. Identification of approximate off-site wetland boundary for wetlands within 100' of the project.
 - g. Copy of DuPage County wetland map.
 - h. Copy of soil map.
 - i. Site photos as necessary to describe wetland; and
 - j. Narrative of applicable wetland regulations.
- 7. Base Plans** – Data from the data acquisition, topographic survey, and utility coordination tasks will be downloaded and compiled into our AutoCAD based system to produce base plans of existing conditions.

Profiles along anticipated project alignment will also be produced. Base plan and profile sheets will be plotted (1-inch equals 20-feet) and provided to the village and utility companies for review and verification of facilities.

- 8. Geotechnical Analysis** – It is anticipated that three soil borings at a depth of 15' will be performed. throughout the project area. Boring locations are planned to be within the Village owned property and potentially the parking lot adjacent to Higgins Creek. Soil sampling will also be performed in accordance with Clean Construction or Demolition Debris (CCDD) requirements as outlined under Illinois Environmental Protection Agency (IEPA) regulations. This task is included to prepare the PE certification needed for CCDD under the IEPA regulations using the LPC-662 Form and/or the LPC-663 Form, as appropriate for each specific project location.
- 9. Stormwater Modeling** – ERA completed a XPSWMM 2D model of the Higgins Creek watershed. ERA will update the existing conditions XP-SWMM modeling with storm sewer detail and creek cross-sections from our survey task. Proposed conditions modeling will be performed utilizing the updated existing conditions to demonstrate that the proposed improvements continue to meet the desired level of service for the area. The modeling will reflect the design alignment and profile of the proposed storm sewer system and revised ditch cross-sections.

The proposed improvements will be in the regulatory floodplain but not the floodway. Therefore, regulatory modeling of Higgins Creek is not anticipated to be required for the proposed improvements.
- 10. Schematic Design** – ERA will prepare an initial design to determine the most optimal alignment of the storm sewer and the appropriate cross-section/secondary sewer for the ditch. The schematic design will be provided to the Village for review and approval before developing PS&E.
- 11. Grant Assistance** – ERA will assist the Village in applying for grant funds that may be available. Potential grants include CDBG, DuPage County green infrastructure, HMGP funds, IEPA funds, etc. At the time of this proposal, it is unknown that for which grants the project may qualify. For this proposal 24 hours of assistance is assumed.
- 12. Floodplain Cut/Fill Calculations & Inundation Duration Analysis** – Based on the regulatory flood maps there appears to be floodplain in the area but no floodway. ERA will perform floodplain cuts and fill calculations associated with the proposed ditch improvements. ERA will demonstrate that cut is being provided at a rate of 1.5 to 1.0 as required by DuPage County.

It is anticipated that the proposed storm sewer will divert flow away from the existing ditch. DuPage County may require a wetland inundation duration analysis for the proposed conditions. It is assumed that the ERA modeling in task nine will be used to evaluate more frequent storm events to demonstrate that hydrology to wetlands is not substantial enough to impact any wetlands in the existing ditch.

- 13. 75% Plans, Specifications and Estimates (PS&E)** – This task includes the preparation of PS&E (75%) for the storm sewer and stabilization improvements. It is anticipated that plans will include the following sheets:
 - a. Cover Sheet and Location Map
 - b. General Notes and Typical Sections
 - c. Summary of Quantities and Schedule of Quantities
 - d. Alignment, Ties and Benchmarks
 - e. Traffic Control Plans and Details
 - f. Plan and Profile Sheets
 - g. Stabilization Plans
 - h. Stabilization Cross Sections
 - i. Stormwater Pollution Prevention Plans
 - j. Restoration Plans
 - k. Construction Details

This task includes the preparation of specifications and an engineer's opinion of probable construction cost and a "plan in hand" site review once the 75% plans are complete.

14. Permitting – ERA will assist the Village in acquiring the following permits/approvals.

- a. *Notice of Intent* – ERA will prepare and submit a NOI to the IEPA if the disturbance is greater than 1.0 acres.
- b. *US Army Corps* – The existing ditch may contain jurisdictional wetlands or may be considered Waters of the US. Therefore, a US Army Corps permit is anticipated.
- c. *Village Stormwater Approval* – It is anticipated that the proposed improvements will not exceed the detention or BMP threshold for the anticipated improvements. The Village will review general design conformance to their level of service goals and DuPage County stormwater ordinance requirements.
- d. *DuPage County Approval*– It is anticipated that the proposed improvements will create a small disturbance of the floodplain and potential wetlands. ERA will prepare a tab submittal that demonstrates adherence to the DuPage County stormwater ordinance. This task includes coordination with County staff, preparation of a permit application and response to comments. It is anticipated that permit fees will be paid by the Village separate from this proposal.
- e. *IDNR/OWR Floodway Permit* – No floodway impacts are anticipated; therefore, no permit submittal is anticipated.
- f. *Railroad Permit* – Work within the railroad ROW is not anticipated; therefore, no permit submittal is anticipated.

15. QA/QC Review – ERA will perform an internal QA/QC review of the 75%, 90% and 100% PS&E submittals. This internal review will be completed by our construction staff members who are not part of the day-to-day design team.

16. 90% Plans, Specifications and Estimates (PS&E) – This task includes the preparation of PS&E (90%) for the storm sewer and stabilization improvements. It is anticipated that plans will include the following sheets:

- a. Cover Sheet and Location Map
- b. General Notes and Typical Sections
- c. Summary of Quantities and Schedule of Quantities
- d. Alignment, Ties and Benchmarks
- e. Traffic Control Plans and Details
- f. Plan and Profile Sheets
- g. Stabilization Plans
- h. Stabilization Cross Sections
- i. Stormwater Pollution Prevention Plans
- j. Restoration Plans
- k. Construction Details

This task includes the preparation of specifications and an engineer's opinion of probable construction cost and a "plan in hand" site review once the 90% plans are complete.

17. 100% Plans, Specifications and Estimates (PS&E) – This task includes the preparation of PS&E (100%) for the storm sewer and stabilization improvements. It is anticipated that plans will include the following sheets:

- a. Cover Sheet and Location Map
- b. General Notes and Typical Sections
- c. Summary of Quantities and Schedule of Quantities
- d. Alignment, Ties and Benchmarks
- e. Traffic Control Plans and Details
- f. Plan and Profile Sheets
- g. Stabilization Plans
- h. Stabilization Cross Sections
- i. Stormwater Pollution Prevention Plans

- j. Restoration Plans
- k. Construction Details

This task includes the preparation of specifications and a final engineer's opinion of probable construction cost.

18. Bidding Assistance – ERA will provide bidding assistance for the project. This work will include answering bidder questions, attendance at a pre-bid meeting, preparation of addenda as required, tabulation of bids, reference checks, and recommendations for award of the construction contract.

Fees for this proposal are proposed as a not-to-exceed cost of \$115,790 which includes direct payroll, expansion for overhead and payroll burden, professional fee and direct costs. The fee is broken down on the attached CECS forms. Direct costs/reimbursables including printing costs, mileage and postage will be charged at the actual rate with no markup.

We appreciate the opportunity to provide this proposal, and we look forward to working with the Village on this important assignment. Please contact me at (630)918-0273 or mmichalisko@eraconsultants.com if you have any questions or comments.

Sincerely,



Marty Michalisko, PE
Principal / Project Manager

Exhibit 1

Acceptance & Authorization Form – September 10, 2025
Willow Creek Tributary (W4) Storm Sewer Improvements

Engineering Resource Associates, Inc.

Village of Bensenville



Authorized Signature
Marty Michalisko, PE | Principal
Printed Name and Title

3S701 West Avenue
Suite 150
Warrenville, Illinois 60555
630-393-3060 t, 630-393-2152 f

Authorized Signature
Frank DeSimone, Village President
Printed Name and Title

September 30, 2025

Date

Please Provide Contact Information:

Mailing Address:

(please provide street address for UPS deliveries)

Telephone & Facsimile Numbers:

Email Address:

INVOICES should be sent via:

If different than the above address,
invoices should be addressed to:

Invoice Email Address (if different than above):

Note any billing forms/procedures:

Email ☐ USPS Mail ☐ Email & USPS Mail ☐

EXHIBIT F-1**COST ESTIMATE FOR CONSULTANT SERVICES**

ROUTE: _____
 PROJECT: Willow Creek Tributary (W4) Storm Sewer
 Improvements
 SECTION: _____
 COUNTY: Bensenville
 JOB NO.: _____

CONSULTANT: Engineering Resource Associates, Inc.

DATE: 09/10/2025

OVERHEAD RATE: Overhead and Profit Included in Hourly Rates COMPLEXITY FACTOR: 0

ITEM	MANHOURS (A)	FEE (B)	OVERHEAD & FRINGE BENEFIT (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (F)	TOTAL (G)	% OF GRAND TOTAL (H)
1 Meetings and Coordination	24	\$4,320.00	-		-		\$4,320.00	3.73%
2 Data Acquisition/Review	9	\$1,040.00	-		-		\$1,040.00	0.90%
3 Topographic/Boundary Survey	54	\$6,640.00	-		-		\$6,640.00	5.73%
4 Plats of Easement	32	\$4,880.00	-		-		\$4,880.00	4.21%
5 Utility Coordination	10	\$1,440.00	-		-		\$1,440.00	1.24%
6 Wetland Delineation & Reporting	32	\$4,000.00	-		-		\$4,000.00	3.45%
7 Base Plans	41	\$5,620.00	-		-		\$5,620.00	4.85%
8 Geotechnical Analysis	1	\$200.00	-		-	\$7,000.00	\$7,200.00	6.22%
9 Stormwater Modeling	60	\$8,160.00	-		-		\$8,160.00	7.05%
10 Schematic Design	36	\$5,140.00	-		-		\$5,140.00	4.44%
11 Grant Assistance	24	\$3,360.00	-		-		\$3,360.00	2.90%
12 Floodplain Cut/Fill Calculation & Inundation Duration Analysis	48	\$6,360.00	-		-		\$6,360.00	5.49%
13 75% PS&E	148	\$19,700.00	-		-		\$19,700.00	17.01%
14 Permitting	90	\$11,280.00	\$0.00		-		\$11,280.00	9.74%
15 QA/QC Review	24	\$3,680.00	-		-		\$3,680.00	3.18%
16 90% PS&E	94	\$12,380.00	-		-		\$12,380.00	10.69%
17 100% PS&E	56	\$7,500.00	-		-		\$7,500.00	6.48%
18 Bidding Assistance	21	\$2,840.00	-		-		\$2,840.00	2.45%
Printing and Mileage				\$250.00			\$250.00	0.22%
TOTALS	804	\$108,540.00	-	\$250.00	-	\$7,000.00	\$115,790.00	100.00%

EXHIBIT F-2
AVERAGE HOURLY RATES

CONSULTANT: Engineering Resource Associates, Inc.

ROUTE: _____

PROJECT: Willow Creek Tributary (W4) Storm Sewer Improvements

DATE: 09/10/2025

SECTION: _____

COUNTY: Bensenville

JOB NO.: _____

SHEET 1 OF 3

PAYROLL CLASSIFICATION	HOURLY RATE	Meetings and Coordination			Data Acquisition/Review			Topographic/Boundary Survey			Plats of Easement		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
PROJECT DIRECTOR	\$220.00												
PROJECT MANAGER	\$200.00	16	66.7%	\$133.33				2	3.7%	\$7.41			
SENIOR PROJECT ENGINEER	\$160.00				1	11.1%	\$17.78						
STRUCTURAL ENGINEER	\$170.00												
PROJECT ENGINEER	\$140.00	8	33.3%	\$46.67									
DESIGN ENGINEER	\$110.00				4	44.4%	\$48.89						
ENVIRONMENTAL DIRECTOR	\$170.00												
SENIOR CAD TECHNICIAN	\$135.00										16	50.0%	\$67.50
CAD/GIS TECHNICIAN	\$110.00				4	44.4%	\$48.89						
PROFESSIONAL LAND SURVEYOR	\$170.00							12	22.2%	\$37.78	16	50.0%	\$85.00
SURVEY CREW CHIEF	\$105.00							40	74.1%	\$77.78			
TOTALS		24	100.0%	\$180.00	9	100.0%	\$115.56	54	100.0%	\$122.96	32	100.0%	\$152.50

EXHIBIT F-2
AVERAGE HOURLY RATES

CONSULTANT: Engineering Resource Associates, Inc.

ROUTE: _____

PROJECT: Willow Creek Tributary (W4) Storm Sewer Improvements

DATE: 09/10/2025

SECTION: _____

COUNTY: Bensenville

JOB NO.: _____

SHEET 2 OF 3

PAYROLL CLASSIFICATION	HOURLY RATE	Utility Coordination			Wetland Delineation & Reporting			Base Plans			Geotechnical Analysis		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
PROJECT DIRECTOR	\$220.00												
PROJECT MANAGER	\$200.00							1	2.4%	\$4.88	1	100.0%	\$200.00
SENIOR PROJECT ENGINEER	\$160.00	2	20.0%	\$32.00									
STRUCTURAL ENGINEER	\$170.00												
PROJECT ENGINEER	\$140.00	8	80.0%	\$112.00				4	9.8%	\$13.66			
DESIGN ENGINEER	\$110.00				24	75.0%	\$82.50						
ENVIRONMENTAL DIRECTOR	\$170.00				8	25.0%	\$42.50						
SENIOR CAD TECHNICIAN	\$135.00							36	87.8%	\$118.54			
CAD/GIS TECHNICIAN	\$110.00												
PROFESSIONAL LAND SURVEYOR	\$170.00												
SURVEY CREW CHIEF	\$105.00												
TOTALS		10	100.0%	\$144.00	32	100.0%	\$125.00	41	100.0%	\$137.07	1	100.0%	\$200.00

EXHIBIT F-2
AVERAGE HOURLY RATES

CONSULTANT: Engineering Resource Associates, Inc.

ROUTE: _____

PROJECT: Willow Creek Tributary (W4) Storm Sewer Improvements

DATE: 09/10/2025

SECTION: _____

COUNTY: Bensenville

JOB NO.: _____

SHEET 3 OF 3

PAYROLL CLASSIFICATION	HOURLY RATE	Stormwater Modeling			Schematic Design			Grant Assistance			Floodplain Cut/Fill Calculation & Inundation		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
PROJECT DIRECTOR	\$220.00												
PROJECT MANAGER	\$200.00	4	6.7%	\$13.33	2	5.6%	\$11.11				4	8.3%	\$16.67
SENIOR PROJECT ENGINEER	\$160.00												
STRUCTURAL ENGINEER	\$170.00												
PROJECT ENGINEER	\$140.00	40	66.7%	\$93.33	16	44.4%	\$62.22	8	33.3%	\$46.67	16	33.3%	\$46.67
DESIGN ENGINEER	\$110.00							8	33.3%	\$36.67	24	50.0%	\$55.00
ENVIRONMENTAL DIRECTOR	\$170.00				2	5.6%	\$9.44	8	33.3%	\$56.67			
SENIOR CAD TECHNICIAN	\$135.00				16	44.4%	\$60.00						
CAD/GIS TECHNICIAN	\$110.00	16	26.7%	\$29.33									
PROFESSIONAL LAND SURVEYOR	\$170.00										4	8.3%	\$14.17
SURVEY CREW CHIEF	\$105.00												
TOTALS		60	100.0%	\$136.00	36	100.0%	\$142.78	24	100.0%	\$140.00	48	100.0%	\$132.50

EXHIBIT F-2
AVERAGE HOURLY RATES

CONSULTANT: Engineering Resource Associates, Inc.

ROUTE: _____

PROJECT: Willow Creek Tributary (W4) Storm Sewer Improvements

DATE: 09/10/2025

SECTION: _____

COUNTY: Bensenville

JOB NO.: _____

SHEET 3 OF 3

PAYROLL CLASSIFICATION	HOURLY RATE	75% PS&E			Permitting			QA/QC Review			90% PS&E		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
PROJECT DIRECTOR	\$220.00												
PROJECT MANAGER	\$200.00	8	5.4%	\$10.81	2	2.2%	\$4.44				6	6.4%	\$12.77
SENIOR PROJECT ENGINEER	\$160.00							16	66.7%	\$106.67			
STRUCTURAL ENGINEER	\$170.00												
PROJECT ENGINEER	\$140.00	40	27.0%	\$37.84	24	26.7%	\$37.33	8	33.3%	\$46.67	20	21.3%	\$29.79
DESIGN ENGINEER	\$110.00	40	27.0%	\$29.73	48	53.3%	\$58.67				32	34.0%	\$37.45
ENVIRONMENTAL DIRECTOR	\$170.00				8	8.9%	\$15.11						
SENIOR CAD TECHNICIAN	\$135.00	60	40.5%	\$54.73							36	38.3%	\$51.70
CAD/GIS TECHNICIAN	\$110.00				8	8.9%	\$9.78						
PROFESSIONAL LAND SURVEYOR	\$170.00												
SURVEY CREW CHIEF	\$105.00												
TOTALS		148	100.0%	\$133.11	90	100.0%	\$125.33	24	100.0%	\$153.33	94	100.0%	\$131.70

EXHIBIT F-2
AVERAGE HOURLY RATES

CONSULTANT: Engineering Resource Associates, Inc.

ROUTE: _____

PROJECT: Willow Creek Tributary (W4) Storm Sewer Improvements

SECTION: _____

COUNTY: Bensenville

JOB NO.: _____

DATE: 09/10/2025

SHEET 3 OF 3

PAYROLL CLASSIFICATION	HOURLY RATE	100% PS&E			Bidding Assistance								
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
PROJECT DIRECTOR	\$220.00												
PROJECT MANAGER	\$200.00	4	7.1%	\$14.29	1	4.8%	\$9.52						
SENIOR PROJECT ENGINEER	\$160.00				4	19.0%	\$30.48						
STRUCTURAL ENGINEER	\$170.00												
PROJECT ENGINEER	\$140.00	16	28.6%	\$40.00	8	38.1%	\$53.33						
DESIGN ENGINEER	\$110.00	16	28.6%	\$31.43	8	38.1%	\$41.90						
ENVIRONMENTAL DIRECTOR	\$170.00												
SENIOR CAD TECHNICIAN	\$135.00	20	35.7%	\$48.21									
CAD/GIS TECHNICIAN	\$110.00												
PROFESSIONAL LAND SURVEYOR	\$170.00												
SURVEY CREW CHIEF	\$105.00												
TOTALS		56	100.0%	\$133.93	21	100.0%	\$135.24	0	0.0%	\$0.00	0	0.0%	\$0.00

TYPE:Resolution**SUBMITTED BY:**Brad Hargett**DEPARTMENT:**Public Works**DATE:**September 23, 2025**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Final Balancing Change Order #1 with Earthwerks Land Improvement and Development Corporation of Lisle, IL for the Browngate Subdivision Detention Basin Project for an Increase of \$77,907.50 for a Revised Final Contract Amount of \$435,524.00.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

Committee of the Whole

DATE:

September 23, 2025

BACKGROUND:

The Browngate Subdivision Detention Basin Project is substantially complete. Final inspection of the restoration will occur in early fall 2025 to identify any landscape restoration deficiency. The original contract with Earthwerks Land Improvement and Development Corporation was in the amount of \$357,616.50 approved on May 20, 2025, with resolution R-58-2025. The proposed improvements included providing a stormwater detention basin with a turf dry bottom to provide approximately 3.5 acre-feet (1.15 million gallons) of storage. The scope of work included earth excavation, storm sewer installation, and landscape restoration.

KEY ISSUES:

The project is now complete, and the final contract value is \$435,524.00, which is an increase of \$77,907.50 to the original approved contract value. The increase in costs is attributed to field conditions resulting in additional earth excavation.

ALTERNATIVES:

Discretion of the Committee or the Whole.

RECOMMENDATION:

Staff recommends approval of a Resolution Authorizing the Execution of Change Order #1 (Final) with Earthwerks Land Improvement and Development Corporation of Lisle, IL for Browngate Subdivision Detention Basin Project for an increase of \$77,907.50 for a revised final contract amount of \$435,524.00.

BUDGET IMPACT:

Additional funding for this final balancing change order will come from the TIF 12 Fund account #37980850-596000-25501.

ACTION REQUIRED:

Consideration of a Resolution Authorizing the Execution of a Change Order #1 (Final) with Earthwerks Land Improvement and Development Corporation of Lisle, IL for Browngate Subdivision Detention Basin Project for an increase of \$77,907.50 for a revised final contract amount of \$435,524.00.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	9/16/2025	Resolution Letter
Change Order No. 1 (Final)	9/16/2025	Backup Material
Original Resolution	9/16/2025	Backup Material

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE
ORDER #1 (FINAL) WITH EARTHWERKS LAND IMPROVEMENT
AND DEVELOPMENT CORPORATION FOR THE BROWNGATE
SUBDIVISION DETENTION BASIN PROJECT FOR AN INCREASE OF
\$77,907.50, FOR A REVISED FINAL CONTRACT AMOUNT OF
\$435,524.00**

WHEREAS, Chapter 720, Section 5/33-E-9 of the Illinois Compiled Statutes effective 2023 requires change orders on public contracts involving an increase or decrease by a total of Twenty-Five Thousand Dollars (\$25,000) or more in value or the time of completion by a total of one-hundred eighty (180) days in time to be made by written determination; and

WHEREAS, it has been determined that it would be beneficial to the Village to revise original contract quantities to match actual as-constructed amounts, to compensate the contractor for additional work performed as directed and approved by the project engineer and Village staff, and to receive credit for the items that weren't used on the project; and

WHEREAS, the original awarded contract amount of \$357,616.50 was approved by the Village Board on May 20, 2025 (R-58-2025); and

WHEREAS, the construction improvements have been completed on the Browngate Subdivision Detention Basin Project; and

WHEREAS, the final cost of improvements is \$435,524.00, which is an increase of \$77,907.50 or 21.8% to the original awarded contract amount.

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution Authorizing the Execution of a Final Balancing Change Order #1 with Earthwerks Land Improvement and Development Corporation of Lisle, IL for Browngate Subdivision Detention Basin Project for an increase of \$77,907.50 for a revised final contract amount of \$435,524.00. The nature of the change order included balancing of contract quantities reflecting field conditions. Primary increase is attributed to field conditions resulting in additional earth excavation.

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 September 30, 2025.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Date: 8/15/2025

ITEM	DESCRIPTION	ADDITIONS	DEDUCTIONS
01 - 30	ORIGINAL LINE ITEMS	\$ 127,602.00	\$ (49,694.50)

Requested by:	Matthew Champine, Resident Engineer	<i>mtf L.F. C.</i>	8/15/2025
Reviewed by:	Bradley Hargett, Assistant Village Engineer	<i>BH</i>	8/20/2025
Recommended by:	Joe Caracci, Director of Public Works	<i>J. Caracci</i>	8/21/25
Approved by:	Frank DeSimone, Village President		
Accepted by:	Earth Werks Land Improvement Development Corporation	<i>EW</i>	08/15/2025

RESOLUTION NO. R-58-2025

**AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT
WITH EARTHWERKS LAND IMPROVEMENT AND DEVELOPMENT
CORPORATION OF Lisle, IL FOR THE BROWNGATE SUBDIVISION
DETENTION BASIN PROJECT IN THE NOT-TO-EXCEED AMOUNT OF
\$357,616.50**

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

WHEREAS in 2020, the Village performed a Hydraulic and Hydrologic (H&H) Study of the Willow Creek and Silver Creek Watersheds; and

WHEREAS the H&H study identified multiple problem areas, one which being "Problem Area S-5", which includes Glendale Street, Twin Oaks Street, Argyle Street, Country Club Drive, and Eagle Drive; and

WHEREAS during 10-year storm rain events, localized flooding occurs along these roadways and in low lying areas in the watershed; and

WHEREAS due to the large tributary area west of IL RT-83, providing extra capacity to the storm system showed negative downstream impacts at the Creek, therefore volume (storage) is required to attenuate flows from the proposed increased capacity of the storm sewer system; and

WHEREAS "Problem Area S-5" identified the demolished school site just east of the dead-end at Green Valley Street and north of Hillside Drive for a proposed detention facility; and

WHEREAS during the Browngate Subdivision CDBG Improvements Project in 2024, the Village negotiated and purchased a portion of the demolished Mohawk School property for stormwater detention; and

WHEREAS stormsewer and watermain work was installed as part of the Browngate Subdivision Improvements Project in 2024 in preparation for a future basin on this newly acquired parcel; and

WHEREAS the proposed basin will be a dry bottom turf basin which will provide approximately 3.5 acre-feet (1.15 million gallons) of storage during heavy or long duration storm events; and

WHEREAS water which normally would back up in the storm piping and overflow into roadways or lower lying areas will be conveyed to the basin with an overflow sewer pipe, where it will remain until downstream water levels drop and the basin drains out naturally; and

WHEREAS the basin design is intended to maintain a park-like setting with a basin that provides gently sloping sides and a flat bottom large enough for a soccer field; and

WHEREAS the project was advertised for bid on April 10, 2025, with a bid opening date of April 29, 2025; and

WHEREAS Earthwerks Land Improvement and Development of Lisle, IL submitted the lowest most responsible bid at the April 29, 2025 bid opening in the amount of \$357,616.50.

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

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

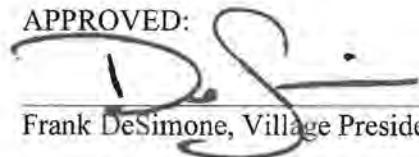
SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing the execution of a Construction Contract for the Browngate Subdivision Detention Basin Project to Earthwerks Land Improvement and Development of Lisle, IL in the not-to-exceed amount of \$357,616.50.

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 20, 2025.

APPROVED:


Frank DeSimone, Village President

ATTEST:


Nancy Quinn, Village Clerk

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

NAYS: None

ABSENT: None



0 450 900 ft

Print Date: 11/7/2024

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.



ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

May 1, 2025

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

**Re: *Browngate Subdivision Detention Basin
Recommendation of Award***

Dear Mr. Caracci:

Bids were received, opened and tabulated for work to be done on the above referenced project at 11:00 AM, April 29, 2025. Representatives from the Village, the contractors bidding the project and our firm were in attendance.

At this time, we recommend the acceptance of the bid and approval of the award to be made to Earthwerks, 2111 Ogden Avenue, Lisle, IL 60532 in the total bid amount of **\$357,616.50**. Attached, please find a tabulation of bids for your reference.

If you have any questions or require any additional information, please call our office.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

Curtis P. Dettmann, P.E.
Senior Project Manager

pc: Brad Hargett PE, PLS, CFM, Assistant Village Engineer, via e-mail
BPS – EEI, via e-mail
PGW2 – EEI, via e-mail



YELLOW HIGHLIGHT INDICATES MATHEMATICAL ERROR FROM FGD SUBMITTAL

	% RECOVERING INQUIRY ESTIMATE				
1	33.3%	-27.4%	-1.8%	0.1%	7.2%
2	-36.7%	-17.2%	-1.8%	0.1%	7.2%
3	-33.3%	-27.4%	-1.8%	0.1%	7.2%
4	-36.7%	-17.2%	-1.8%	0.1%	7.2%
5	-33.3%	-27.4%	-1.8%	0.1%	7.2%
6	-36.7%	-17.2%	-1.8%	0.1%	7.2%
7	-33.3%	-27.4%	-1.8%	0.1%	7.2%
8	-36.7%	-17.2%	-1.8%	0.1%	7.2%
9	-33.3%	-27.4%	-1.8%	0.1%	7.2%
10	-36.7%	-17.2%	-1.8%	0.1%	7.2%
11	-33.3%	-27.4%	-1.8%	0.1%	7.2%
12	-36.7%	-17.2%	-1.8%	0.1%	7.2%
13	-33.3%	-27.4%	-1.8%	0.1%	7.2%
14	-36.7%	-17.2%	-1.8%	0.1%	7.2%
15	-33.3%	-27.4%	-1.8%	0.1%	7.2%
16	-36.7%	-17.2%	-1.8%	0.1%	7.2%
17	-33.3%	-27.4%	-1.8%	0.1%	7.2%
18	-36.7%	-17.2%	-1.8%	0.1%	7.2%
19	-33.3%	-27.4%	-1.8%	0.1%	7.2%
20	-36.7%	-17.2%	-1.8%	0.1%	7.2%
21	-33.3%	-27.4%	-1.8%	0.1%	7.2%
22	-36.7%	-17.2%	-1.8%	0.1%	7.2%
23	-33.3%	-27.4%	-1.8%	0.1%	7.2%
24	-36.7%	-17.2%	-1.8%	0.1%	7.2%
25	-33.3%	-27.4%	-1.8%	0.1%	7.2%
26	-36.7%	-17.2%	-1.8%	0.1%	7.2%
27	-33.3%	-27.4%	-1.8%	0.1%	7.2%
28	-36.7%	-17.2%	-1.8%	0.1%	7.2%
29	-33.3%	-27.4%	-1.8%	0.1%	7.2%
30	-36.7%	-17.2%	-1.8%	0.1%	7.2%
31	-33.3%	-27.4%	-1.8%	0.1%	7.2%
32	-36.7%	-17.2%	-1.8%	0.1%	7.2%
33	-33.3%	-27.4%	-1.8%	0.1%	7.2%
34	-36.7%	-17.2%	-1.8%	0.1%	7.2%
35	-33.3%	-27.4%	-1.8%	0.1%	7.2%
36	-36.7%	-17.2%	-1.8%	0.1%	7.2%
37	-33.3%	-27.4%	-1.8%	0.1%	7.2%
38	-36.7%	-17.2%	-1.8%	0.1%	7.2%
39	-33.3%	-27.4%	-1.8%	0.1%	7.2%
40	-36.7%	-17.2%	-1.8%	0.1%	7.2%
41	-33.3%	-27.4%	-1.8%	0.1%	7.2%
42	-36.7%	-17.2%	-1.8%	0.1%	7.2%
43	-33.3%	-27.4%	-1.8%	0.1%	7.2%
44	-36.7%	-17.2%	-1.8%	0.1%	7.2%
45	-33.3%	-27.4%	-1.8%	0.1%	7.2%
46	-36.7%	-17.2%	-1.8%	0.1%	7.2%
47	-33.3%	-27.4%	-1.8%	0.1%	7.2%
48	-36.7%	-17.2%	-1.8%	0.1%	7.2%
49	-33.3%	-27.4%	-1.8%	0.1%	7.2%
50	-36.7%	-17.2%	-1.8%	0.1%	7.2%
51	-33.3%	-27.4%	-1.8%	0.1%	7.2%
52	-36.7%	-17.2%	-1.8%	0.1%	7.2%
53	-33.3%	-27.4%	-1.8%	0.1%	7.2%
54	-36.7%	-17.2%	-1.8%	0.1%	7.2%
55	-33.3%	-27.4%	-1.8%	0.1%	7.2%
56	-36.7%	-17.2%	-1.8%	0.1%	7.2%
57	-33.3%	-27.4%	-1.8%	0.1%	7.2%
58	-36.7%	-17.2%	-1.8%	0.1%	7.2%
59	-33.3%	-27.4%	-1.8%	0.1%	7.2%
60	-36.7%	-17.2%	-1.8%	0.1%	7.2%
61	-33.3%	-27.4%	-1.8%	0.1%	7.2%
62	-36.7%	-17.2%	-1.8%	0.1%	7.2%
63	-33.3%	-27.4%	-1.8%	0.1%	7.2%
64	-36.7%	-17.2%	-1.8%	0.1%	7.2%
65	-33.3%	-27.4%	-1.8%	0.1%	7.2%
66	-				

% BELOW ABOVE FINANCIAL ESTIMATE

*% BELONGING TO FARMHOUSE ESTIMATE

% DEL CANTONERO EN LA PRE ESTIMACIÓN

	% BELOW/BEYOND FAIRWEATHER ESTIMATE	
	-33.8%	-26.7%
		-22.1%

	% BELOW BOND FUNDING PR ESTIMATE			
1	33.0%	26.7%	22.4%	17.0%

% BECAUSE OF FAVORABLE ESTIMATE	
33.8%	-33.8%
30.7%	-30.7%
1.7%	-1.7%
0.1%	-0.1%

[illegible][illegible][illegible]

PROJECT MANUAL

For

BROWNGATE SUBDIVISION DETENTION BASIN

**Village of Bensenville
DuPage County, Illinois**

Bid Issue: April 10, 2025

BIDS DUE: 11:00 A.M., TUESDAY, APRIL 29, 2025
--



**ENGINEERING ENTERPRISES, INC.
52 Wheeler Road
Sugar Grove, Illinois 60554-9595
630/466-6700**

Proposal Submitted By:

Earth Works Land Improvement &
Development Corporation

Name

2111 Odgen Ave

Address

Lisle IL 60532

City

State

Zip

630-482-2341

Phone Number

PROJECT MANUAL

for

BROWNGATE SUBDIVISION DETENTION BASIN

Village of Bensenville
DuPage County, Illinois

Bid Issue: April 10, 2025

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road
Sugar Grove, Illinois 60554-9595
630/466-6700

**PROJECT MANUAL
for
BROWNGATE SUBDIVISION DETENTION BASIN**

***Village of Bensenville
DuPage County, Illinois***

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ADVERTISEMENT FOR BIDS

Village of Bensenville

12 S. Center Street

Bensenville, IL 60106

Separate sealed BIDS for the construction of Browngate Subdivision Detention Basin, which consists of the installation of a detention basin and related storm sewer will be received by Village of Bensenville, 12 S. Center Street, Bensenville, IL 60106 until 11:00 a.m., local time, April 29, 2025, and then at said office publicly opened and read aloud.

The complete digital Browngate Subdivision Detention Basin bidding documents are available at www.eeiweb.com (click on the Bidding Information tab) or www.questcdn.com. You may download the digital documents free of charge by inputting Quest Project #9618656 on the website's projects tab search page. Please contact QuestCDN.com at (952) 233-1632 or info@questcdn.com for assistance in membership registration, downloading, and working with this digital project information.

A certified check or bank draft, payable to the order of The Village of Bensenville negotiable U.S. Government bond (at par value) or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total Bid shall be submitted with each Bid.

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

The Village of Bensenville reserves the right to reject all Bids or to waive any informalities in the bidding.

ADVERTISEMENT FOR BIDS

Page 2

Bids may be held by The Village of Bensenville for a period not to exceed 60 days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

The Village of Bensenville is an equal opportunity employer.

April 10, 2025

By Order of the Village of Bensenville

Nancy Quinn, Village Clerk

INFORMATION FOR BIDDERS

BIDS will be received by The Village of Bensenville, (herein called the "OWNER"), at 12 S. Center Street, Bensenville, IL 60106 until 11:00 a.m., local time, April 29, 2025, and then at said office publicly opened and read aloud.

The WORK consists of the construction of Browngate Subdivision Detention Basin, which consists of the installation of a detention basin and related storm sewer.

All addenda, notifications, bidding information, etc. will be issued through QuestCDN only. It is the bidder's responsibility to acquire the necessary QuestCDN account in order to receive said information. Errors in a bid submittal due to the bidder's failure to acquire the necessary QuestCDN account may result in the rejection of the BID.

Bidders shall submit all bid questions through QuestCDN. The deadline to submit questions is 5:00 pm on April 23, 2025.

Each BID must be submitted in a sealed envelope, addressed to The Village of Bensenville, 12 S. Center Street, Bensenville, IL 60106. Each sealed envelope containing a BID must be plainly marked on the outside as BID for Browngate Subdivision Detention Basin and the envelope should bear on the outside the name of the BIDDER, his address, and his license number if applicable. If forwarded by mail, the sealed envelope containing the BIDS must be enclosed in another envelope addressed to the OWNER at 12 S. Center Street, Bensenville, IL 60106.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be clearly filled in, in ink or typewritten. The BID form must be fully completed and executed when submitted. Numbers should be stated in figures and the signatures of all individuals must be in longhand. The completed form should be without interlineation, alterations, or erasures.

Each bid must give the full business address of the BIDDER and must be signed by the BIDDER with his or her usual signature. BIDS by partnerships must furnish the full
(continued)

INFORMATION FOR BIDDERS

Page 2

names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters.

BIDS by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the OWNER, satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished. A BIDDER's failure to properly sign required forms may result in rejection of the BID.

The OWNER reserves the right to reject any and all bid proposals, to contract work with whomever and in whatever manner the OWNER decides, to abandon the work entirely, or to waive any informality or non-substantive irregularity as the interest of the OWNER may require.

Any BID may be modified or withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof.

Any addenda or bulletins issued during the time of bidding shall form a part of the specifications issued to BIDDERS for the preparation of their proposals and shall continue a part of the Contract Documents.

Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended upon mutual agreement between the OWNER and the BIDDER.

INFORMATION FOR BIDDERS

Page 3

The quantities shown are approximate. The OWNER reserves the right to increase or decrease quantities as desired. BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the exhibits and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done. The BIDDER must BID all items contained in the BID schedule.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and construction easements required or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

The CONTRACTOR shall cooperate with other contractors that work on any portion of projects directly or indirectly related to this PROJECT. The CONTRACTOR shall schedule his construction to minimize conflicts in common work areas and to maintain continuity in construction and traffic management.

After award of the CONTRACT, a preconstruction meeting will be held, with representatives of the OWNER, ENGINEER, and CONTRACTOR, including the superintendent actually assigned to this PROJECT. This meeting will be held prior to the beginning of WORK. The PROJECT will be reviewed at that time.

At the preconstruction meeting, the CONTRACTOR shall furnish to the OWNER and ENGINEER their proposed schedule of improvements, including estimated time of

INFORMATION FOR BIDDERS

Page 4

completion for the various work items along with their proposed mobilization plan and soil erosion and sedimentation control plan.

The CONTRACTOR will dispose of all unsuitable and unusable materials off-site at an approved location in a manner that public or private property will not be damaged or endangered. This WORK is considered incidental to the cost of the PROJECT.

Location of utilities shown on plans is approximate only and is not necessarily complete. CONTRACTOR shall make their own investigations as to location of all existing underground structures, cables, and pipelines.

The BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED. The BIDDER shall be fully complete with the Browngate Subdivision Detention Basin by October 3, 2025. BIDDER further agrees to pay as liquidated damages, the sum of \$1,275 for each consecutive calendar day thereafter the time of completion as provided in Section 15 of the General Conditions.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed, the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and the performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

INFORMATION FOR BIDDERS

Page 5

A payment BOND and a performance BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the payment BOND and performance BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER, who may reject all bids and call for new bids.

The OWNER within fifteen (15) days of receipt of acceptable payment BOND, performance BOND, and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within fifteen (15) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within said period, the time may be extended by mutual agreement between OWNER and CONTRACTOR. If the NOTICE TO PROCEED has

INFORMATION FOR BIDDERS

Page 6

not been issued within the fifteen (15) day period, or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. Upon the request of the OWNER, a BIDDER shall submit promptly to the OWNER satisfactory evidence showing the BIDDER's financial resources, the BIDDER's organization available for the performance of the contract and any other required evidence of the BIDDER's qualifications to perform the proposed contract. The OWNER may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a BIDDER's responsibility to perform the proposed contract may result in rejection of the bid.

The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID may not be accepted. A BID response to any specific item of this bid with terms such as "negotiable", "will negotiate", or similar, will be considered as non-compliance with that specific term.

Award will be made to the low, responsive, responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract

INFORMATION FOR BIDDERS

Page 7

throughout including the Employment of Illinois Workers on Public Works Act (30 ILCS 570).

BIDDER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the BID proposal shall conform to all applicable requirements of local, state, and federal law. This project shall be tax exempt. The OWNER'S tax exemption number will be provided to the Contractor after contract award.

In the event of litigation, the BID documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of Illinois. Venue shall be with the appropriate state court located in DuPage County, Illinois.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The OWNER will make progress payments to the CONTRACTOR within 30 calendar days of the date of receipt of a request for payment.

INFORMATION FOR BIDDERS

Page 8

The BIDDER shall supply a list of all SUBCONTRACTORS that submitted proposals and if requested by the OWNER the names and address of major material SUPPLIERS. Each BIDDER, and their SUBCONTRACTORS, if any, must possess all appropriate and required licenses or other permits to perform the work as identified in contract documents. Upon request, each BIDDER shall furnish the OWNER with evidence demonstrating possession of the required licenses or permits. Failure to submit such evidence to the OWNER's satisfaction may result in rejection of the BID.

The ENGINEER is Engineering Enterprises, Inc. Their address is 52 Wheeler Road, Sugar Grove, Illinois 60554. Their telephone Number is 630/466-6700.

BID
Earth Works Land Improvement +

Proposal of Development Corporation (hereinafter called "BIDDER"), organized and existing under the laws of the State of ILLINOIS doing business as Corporation * to The Village of Bensenville (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Browngate Subdivision Detention Basin in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

If awarded the contract, the BIDDER hereby agrees to sign said contract and furnish the necessary bonds and certificates of insurance within ten (10) days after the NOTICE OF AWARD of this contract and agrees to perform in accordance with all contract terms.

If awarded the contract, the BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED. The BIDDER shall be fully complete with the Browngate Subdivision Detention Basin by October 3, 2025. BIDDER further agrees to pay as liquidated damages, the sum of \$1,275 for each consecutive calendar day thereafter the time of completion as provided in Section 15 of the General Conditions.

(I) By submission of the bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid:

- (i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

- (ii) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
- (iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(II) Each person signing the bid shall certify that:

- (i) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to (I) (i) through (I) (iii) above; or
- (ii) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I) (i) through (I) (iii) above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to (I) (i) through (I) (iii) above.

BIDDER acknowledges receipt of the following ADDENDUM:

- none -



BID INSTRUCTIONS:

The BIDDER expressly agrees to the following provisions:

1. The BIDDER shall complete and submit the Bid Schedule included herein with his/her Bid.
2. BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum contained in the following Bid Schedule:

BID SCHEDULE
FOR
BROWNGATE SUBDIVISION DETENTION BASIN

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL	CY	225	\$ 1.	\$ 225.
2	EARTH EXCAVATION	CY	5100	\$ 51.	\$ 260100.
3	INLET & PIPE PROTECTION	EACH	2	\$ 100.	\$ 200.
4	PERIMETER EROSION BARRIER	LF	565	\$ 1.50	\$ 847.50
5	STABILIZED CONSTRUCTION ENTRANCE	LSUM	1	\$ 2000.	\$ 2000.
6	TREE ROOT PRUNING	EACH	4	\$ 400.	\$ 1600.
7	TREE PROTECTION	EACH	4	\$ 100.	\$ 400.
8	DUST CONTROL WATERING	UNIT	32	\$ 1.	\$ 32.
9	EROSION CONTROL BLANKET	SY	2024	\$ 1.50	\$ 3036.
10	TREE REMOVAL	UNIT	70	\$ 50.	\$ 3500.
11	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SY	340	\$ 1.	\$ 340.
12	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SY	89	\$ 40.	\$ 3560.
13	HOT-MIX ASPHALT BINDER COURSE, IL 19.0, 2"	TON	40	\$ 100.	\$ 4000.
14	HOT-MIX ASPHALT SURFACE COURSE, MIX D, 2"	TON	40	\$ 100.	\$ 4000.
15	AGGREGATE SUBGRADE IMPROVEMENT	CY	20	\$ 50.	\$ 1000.
16	SIDEWALK REMOVAL	SF	150	\$ 3.	\$ 450.
17	PCC SIDEWALK, 5"	SF	150	\$ 20.	\$ 3000.
18	FLARED END SECTION, 12" RCP	EACH	1	\$ 300.	\$ 300.
19	STORM SEWER, CLASS B, TYPE 2, 12" RCP	LF	14	\$ 40.	\$ 560.
20	PIPE UNDERDRAIN, 6" HDPE	LF	70	\$ 18.	\$ 1260.
21	CONNECTION TO EXISTING STORM STRUCTURE	EACH	1	\$ 1000.	\$ 1000.
22	RESTORATION	SY	10166	\$ 1.	\$ 10166.
	SUPPLEMENTAL WATERING	UNIT	40	\$ 1.	\$ 40.
	NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL - TYPE 1	CY	500	\$ 10.	\$ 5000.
23	NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL - TYPE 2	CY	100	\$ 10.	\$ 1000.
24	EXPLORATORY EXCAVATION	EACH	10	\$ 100.	\$ 1000.
25	CONSTRUCTION LAYOUT	LS	1	\$ 3000.	\$ 3000.
26	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 1000.	\$ 1000.
27	MOBILIZATION	LS	1	\$ 20000.	\$ 20000.
28	ALLOWANCE - ITEMS ORDERED BY ENGINEER	UNIT	25000	\$ 1.00	\$ 25,000.00

TOTAL \$ 357616.50

* Three hundred and fifty seven thousand - six hundred and sixteen dollars + 50/100 *



(If an individual)

Signature of Bidder _____ (SEAL)

Business Address _____

(If a co-partnership)

Firm Name _____

Signed By _____

Business Address _____

Insert _____
Names and
Addresses of
All Members
of the Firm _____

(If a corporation)

Corporate Name Earth Wares Land Improvement & Development Corporation

Signed By _____

Business Address 2111 Olden Ave

Little IL 60532



President DAN DAVIES

Insert
Name of
Officers

Secretary DAN DAVIES

Treasurer DAN DAVIES

Attest: _____
Secretary

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Earthwerks Land Improvement and Development Corporation as Principal, and Harco National Insurance Company as Surety, are hereby held and firmly bound unto Village of Bensenville as OWNER in the penal sum of Five Percent of the Amount of Bid ----- for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed, this 29th day of April, 2025. The Condition of the above obligation is such that whereas the Principal has submitted to The Village of Bensenville a certain BID, attached hereto and made a part hereof to enter into a contract in writing, for the Brownqate Subdivision Detention Basin, which consists of the installation of a detention basin and related storm sewer.

NOW, THEREFORE,

- a. If said BID shall be rejected, or
- b. If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

BID BOND
Page 2

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Earthwerks Land Improvement and Development Corporation

By: _____


Principal *DAVID*

(L.S.)

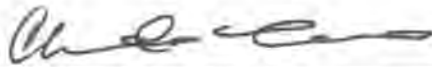


SEE ATTACHED RESOLUTION

Harco National Insurance Company

Surety

By: _____


Attorney-in-Fact
Christine Eitel

Countersigned By: N/A

Authorized Representative

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK**

SS:

On this 29th day of April, 2025 before me personally appeared
Christine Eitel, to me known, who, being by me duly sworn, did
depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact** of
Harcos National Insurance Company, the corporation
described in and which executed the annexed instrument; that (s)he knows the corporate seal of
said corporation; that the seal affixed to said instrument is such corporate seal; that it was so
affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name
thereto by like order; and that the liabilities of said corporation do not exceed its assets as
ascertained in the manner provided by law.

Courtney A. Flaska
Notary Public in and for the above County and State

My Commission Expires: 05/17/25



POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond #

Bid Bond

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MIKE POHL, KIRK A. LISKIEWITZ, COURTNEY A. FLASKA, SAMANTHA BRADTKE, JAMES L. SULKOWSKI, ROBERT B. SCHUTZ, SHERENE L. HEMLER, STEPHEN L. WEBSTER, CHRISTINE EITEL, LUCIANNE BISCHOFF

Schaumburg, IL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

Load Current Date

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 29th day of April, 2025

A00319

Irene Martins, Assistant Secretary

AGREEMENT

THIS AGREEMENT, made this 20th day of May, 2025 by and between The Village of Bensenville hereinafter called "OWNER" and Earthwerks Land Improvement + Development Corporation doing business as (a corporation) or (a partnership) or (an individual), hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Browngate Subdivision Detention Basin, which consists of the installation of a detention basin and related storm sewer.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT as described herein.

3. The BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED. The BIDDER shall be fully complete with the Browngate Subdivision Detention Basin by October 3, 2025. BIDDER further agrees to pay as liquidated damages, the sum of \$1,275 for each consecutive calendar day thereafter the time of completion as provided in Section 15 of the General Conditions. If in the sole opinion of the ENGINEER the CONTRACTOR has pursued the work and demonstrated due diligence in meeting the schedule and is unable to complete the detention basin and storm sewer installation due to weather related conditions, liquidated damages may at the sole discretion of the OWNER be waived, and an extension of the contract time will be granted.

AGREEMENT

Page 2

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Three hundred and fifty seven thousand five hundred and sixteen Dollars, 357,616.⁵⁰
dollars + 50/100 — or as shown on the BID Schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Advertisement for BIDS
- (B) Information for BIDDERS
- (C) BID
- (D) BID BOND
- (E) Agreement
- (F) Payment BOND
- (G) Performance BOND
- (H) NOTICE OF AWARD
- (I) NOTICE TO PROCEED
- (J) CHANGE ORDER
- (K) GENERAL CONDITIONS
- (L) SPECIAL PROVISIONS
- (M) APPENDICES
- (N) DRAWINGS, prepared by Engineering Enterprises, Inc.
number 1 through 9, and dated April 10, 2025

(O) ADDENDA:

No. _____ dated n/a, 20____.

No. _____ dated _____, 20____.

No. _____ dated _____, 20____.

(continued)

A-02

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

8. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in triplicate each of which shall be deemed
(no. of copies)
an original on the date first above written.



Nancy Quinn

Name Nancy Quinn
(Please Type)

Title Village Clerk



ATTEST:

[Signature]
Name DAN DAVIES
(Please Type)

Title Secretary

OWNER:

The Village of Bensenville

BY *[Signature]*

Name Frank DeSimone
(Please Type)

Title Village President

CONTRACTOR:

Earthwerks Land Improvement & Development Corporation

BY *[Signature]*

Name DAN DAVIES
(Please Type)

Address 2111 Odgen Ave
Lisle IL 60532



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
DSP Insurance Services
1900 E Golf Rd, Suite 225
Schaumburg IL 60173

CONTACT NAME: Carrie Drumheller
PHONE (847) 934-6100 FAX (847) 934-6186
E-MAIL: cdrumheller@dspins.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Insurance Co.	35289
INSURER B: National Fire Insurance Compan	20478
INSURER C: Colony Insurance Company	39993
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Earthwerks Land Improvement & Development Corp
2111 Ogden Avenue
Lisle IL 60532
(630) 482-2341

COVERAGES CD CERTIFICATE NUMBER: Cert ID 42815 (73) REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:		7034785486	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		7034785472	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB CLAIMS-MADE DED ☒ RETENTIONS 10,000		7034785469	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N N/A	7034785505	12/31/2024	12/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	POLLUTION/ENVIR LIABILITY		CSP308209	12/31/2024	12/31/2026	EACH OCCURRENCE/AGGREGATE \$ 1MM/2MM
A	LEASED/RENTED EQUIPMENT		7034785486	12/31/2024	12/31/2025	DED: \$2,500 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Browngate Subdivision Detention Basin

Additional insured on a primary and non-contributory basis with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract: Village of Bensenville (Owner); Engineering Enterprises, Inc. (Engineer)

CERTIFICATE HOLDER

Village of Bensenville
12 S. Center St.
Bensenville IL 60106

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
 - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1.** The **written contract** requires you to provide the additional insured such coverage; and
 - 2.** This **Coverage Part** provides such coverage; and
 - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1.** Coverage broader than what you are required to provide by the **written contract**; or
 - 2.** A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1.** The **written contract** requires you to provide the additional insured such coverage; and
 - 2.** This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

- IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

- B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

- VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

- VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

50020008670347854861415





CONTRACTORS-EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 15; Page: 1 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7034785472

Policy Effective Date: 12/31/2024

Policy Page: 76 of 153



C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered **auto**. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 15; Page: 2 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7034785472

Policy Effective Date: 12/31/2024

Policy Page: 77 of 153



F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.**:

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An **auto** owned by that "executive officer" or a member of that person's household; or
 - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 15; Page: 3 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7034785472

Policy Effective Date: 12/31/2024

Policy Page: 78 of 153



- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

PAYMENT BOND

Bond#0858037

KNOW ALL MEN BY THESE PRESENTS: that

Earthwerks Land Improvement and Development Corporation

(Name of Contractor)

2111 Ogden Avenue, Lisle, Illinois 60532

(Address of Contractor)

a Corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Harco National Insurance Company

(Name of Surety)

4200 Six Forks Road, Suite 1400, Raleigh, NC 27609

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Village of Bensenville

(Name of Owner)

12 S. Center Street, Bensenville, IL 60106

(Address of Owner)

hereinafter called OWNER, in the penal sum of ^{Three Hundred Fifty Seven Thousand}
~~Six Hundred Sixteen and 50/100~~ Dollars \$(^{357,616.50}~~357,616.50~~).

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 20th day of May, 2025,

a copy of which is hereto attached and made a part hereof for the construction of:

Browngate Subdivision Detention Basin, which consists of the installation of a detention basin and related storm sewer.

PAYMENT BOND

Page 2

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 (three) counterparts, each one of which shall be deemed an original, this the 20th day of May, 20 25.

ATTEST:


(Principal) Secretary
DAN DAVIS

Earthwerks Land Improvement and Development Corporation
Principal DAN DAVIS

By (S) DAN DAVIS, President
2111 Odgen Avenue, Lisle, Illinois 60532
Address

(continued)

PAB-02

PAYMENT BOND

Page 3



Witness as to Principal DAN DAVIES

2111 Ogden Avenue

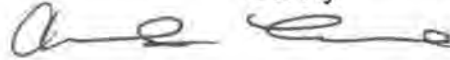
Address

Lisle, Illinois 60532



Harco National Insurance Company

Surety



By

Christine Eitel Attorney-in-Fact

ATTEST:

Witness

Courtney A. Flaska
Witness as to Surety Courtney A. Flaska

1900 East Golf Road, Suite 225

Address

1900 East Golf Road, Suite 225, Schaumburg, IL 60173

Address

Schaumburg, IL 60173

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

(continued)

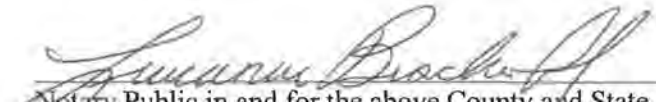
PAB-03

Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK**

SS:

On this **20th** day of **May** **2025**, before me personally appeared **Christine Eitel** to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact** of **Harco National Insurance Company** the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.


Notary Public in and for the above County and State

My Commission Expires: **04/22/26**



POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond #

0858037

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MIKE POHL, KIRK A. LISKIEWITZ, COURTNEY A. FLASKA, SAMANTHA BRADTKE, JAMES L. SULKOWSKI, ROBERT B. SCHUTZ, SHERENE L. HEMLER, STEPHEN L. WEBSTER, CHRISTINE EITEL, LUCIANNE BISCHOFF

Schaumburg, IL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

Load Current Date

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz
a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 20th day of May, 2025

A00319

Irene Martins, Assistant Secretary

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PERFORMANCE BOND

Bond#0858037

KNOW ALL MEN BY THESE PRESENTS: that

Earthwerks Land Improvement and Development Corporation

(Name of Contractor)

2111 Ogden Avenue, Lisle, Illinois 60532

(Address of Contractor)

a Corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Harco National Insurance Company

(Name of Surety)

4200 Six Forks Road, Suite 1400, Raleigh, NC 27609

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Village of Bensenville

(Name of Owner)

12 S. Center Street, Bensenville, IL 60106

(Address of Owner)

Three Hundred Fifty Seven Thousand

hereinafter called OWNER, in the penal sum of ~~Six Hundred Sixteen and 50/100~~ Dollars \$(~~357,616.50~~).

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 20th day of May, 2025, a copy of which is hereto attached and made a part hereof for the construction of: Browngate Subdivsion Detention Basin, which consists of the installation of a detention basin and related storm sewer.

PERFORMANCE BOND

Page 2

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during that one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 (three) counterparts, each one of which shall be deemed an original, this the 20th day of May, 20 25.

ATTEST:



(Principal) Secretary
DAN DAVIS





Earthwerks Land Improvement and Development Corporation
Principal DAN DAVIS

PERFORMANCE BOND

Page 3



By

(s)
Dan Davis, Principal

2111 Ogden Avenue

Address

Lisle, Illinois 60532

Witness as to Principal **DAN DAVIS**

2111 Ogden Avenue

Address

Lisle, Illinois 60532

Harco National Insurance Company

Surety

ATTEST:

Witness

By

Christine Eitel

Attorney-in-Fact

Witness as to Surety Courtney A. Flaska

1900 East Golf Road, Suite 225

Address

1900 East Golf Road, Suite 225

Address

Schaumburg, Illinois 60173

Schaumburg, Illinois 60173

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

TYPE:Resolution**SUBMITTED BY:**Brad Hargett**DEPARTMENT:**Public Works**DATE:**September 23, 2025**DESCRIPTION:**

Consideration of a Resolution Authorizing the Award of a Design Engineering Services Agreement with Christopher B. Burke Engineering LTD. for the Industrial Drive Reconstruction Project in the Not-to-Exceed Amount of \$319,000.00.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

Committee of the Whole

DATE:

September 23, 2025

BACKGROUND:

The Village has been making investments into the public infrastructure of the Northern Industrial Business District (NIBD) since the early 2010s. Industrial Drive is part of the NIBD and has been identified for roadway improvements. The limits for the proposed improvements are from IL Route 83 (Busse Road) to the cul-de-sac at the east end of Industrial Drive. The 2023 Pavement Condition Index (PCI) report shows a PCI rating of ten (10) for Industrial Drive and calls for a complete reconstruction of the roadway pavement. Additionally, the existing water main was constructed in 1960, making it a candidate for replacement as it is getting closer to the end of its useful design life.

The scope of work will include a new Portland Cement Concrete (PCC) 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 earlier NIBD projects. The preliminary cost estimate of these improvements is estimated at \$4,250,000.

KEY ISSUES:

In 2025, the Village advertised for and selected through a Qualification Based System (QBS) approach a list of engineering firms to provide design 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 Sesame Street Reconstruction Project, Bryn Mawr Avenue and Birginal Drive Improvements Project, and the Eastern Avenue Improvements Project. CBBEL's proposed scope includes survey, geotechnical investigation, environmental testing, outside permitting, utility coordination, design of plans, construction specifications, preparing estimates, and bidding assistance.

CBBEL's negotiated proposed work effort and fee totals \$319,000. This not-to-exceed fee equates to roughly 7.5% of the estimated project cost, which is typical for projects with similar size and scope.

ALTERNATIVES:

Discretion of the Committee of the Whole.

RECOMMENDATION:

Staff recommends of approval of a Resolution Authorizing the Award of a Design Engineering Services Agreement with Christopher B. Burke Engineering, LTD. (CBBEL) for the Industrial Drive Reconstruction Project in the not-to-exceed amount of \$319,000.

BUDGET IMPACT:

In FY-2025, a total of \$425,000 has been budgeted for this project between the TIF 12 Street & Highway Fund and TIF 12 Water System Fund. Based on the negotiated fee, the proposed budget impact will be as follows:

- \$194,000.00 from TIF 12 Fund Account #37980800-593513-26104
- \$125,000.00 from TIF 12 Fund Account #37980860-536513-26104

Adequate funding has been budgeted for this project.

ACTION REQUIRED:

Consideration of a Resolution Authorizing the Award of a Design Engineering Services Agreement with Christopher B. Burke Engineering, LTD. (CBBEL) for the Industrial Drive Reconstruction Project in the not-to-exceed amount of \$319,000.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	9/15/2025	Resolution Letter
Location Map	9/16/2025	Backup Material
Proposal	9/15/2025	Backup Material

RESOLUTION NO. _____

AUTHORIZING THE EXECUTION OF A DESIGN ENGINEERING SERVICES AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE INDUSTRIAL DRIVE RECONSTRUCTION PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$319,000

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

WHEREAS the 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 strives to provide quality services to its residents and businesses; and

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

WHEREAS the Village performed a Pavement Condition Index (PCI) study in 2023 to evaluate the existing conditions of its roadways and the PCI ratings of Industrial Drive is ten (10); and

WHEREAS the Industrial Drive needs complete reconstruction including new concrete roadways, water main replacement, storm sewer improvements, and landscaping; and

WHEREAS the Industrial Drive Reconstruction Project includes Industrial Drive from IL Route 83 to the cul-de-sac at the east end of Industrial Drive; 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 design engineering 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 for the proposed improvements; and

WHEREAS after project scoping and negotiations, CBBEL has provided a design engineering agreement in the not-to exceed amount of \$319,000; 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 with Christopher B. Burke Engineering, LTD. for the Industrial Drive Reconstruction Project in the not-to-exceed amount of \$319,000.

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 September 30, 2025.

APPROVED:

Frank DeSimone
Village President

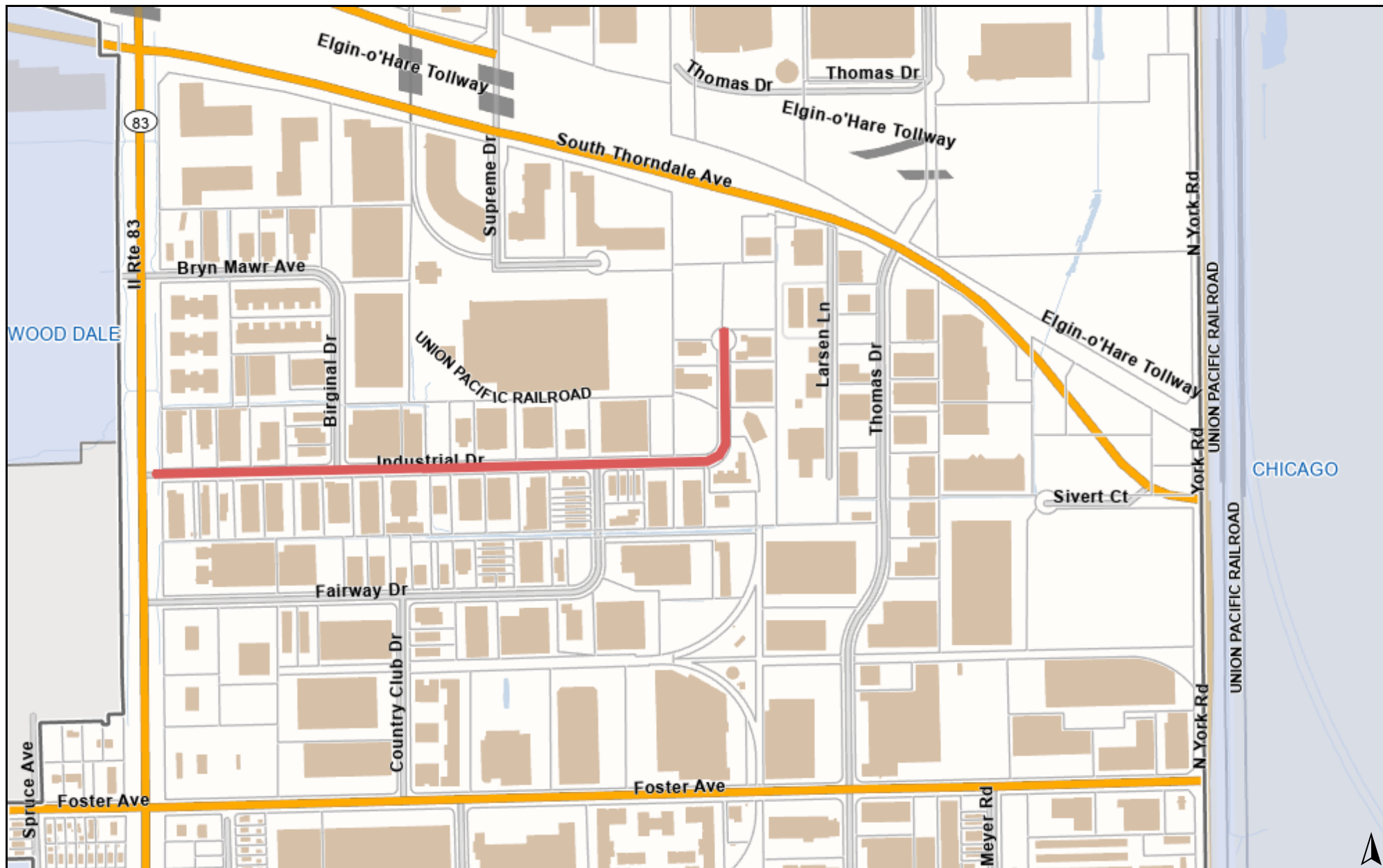
ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



0 1000 2000
ft

Print Date: 9/15/2025

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

August 25, 2025

Village of Bensenville
12 South Center Street
Bensenville, IL 60106

Attention: Brad Hargett, Village Engineer

Subject: Professional Engineering Services Proposal for Design Engineering
Industrial Drive Reconstruction Project
Bensenville, Illinois

Dear Mr. Hargett:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for professional design engineering services related to the Industrial Drive 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 Industrial Drive from IL Route 83 to the cul-de-sac at the east end of Industrial Drive (approximately 3,600 linear feet). The proposed typical pavement section is anticipated to be:

- 10-inch jointed PCC pavement
- 12-inch aggregate base course
- 12-inch aggregate subgrade improvement

This proposal assumes improvements will include spot repairs to curb & gutter and driveway aprons. Sidewalk does not exist within the project limits. The existing water main, public water services, and b-boxes within the existing right-of-way will be replaced. Lead services are not anticipated to be encountered. All storm sewer laterals and storm sewer structures within the curb line will be replaced unless otherwise directed by the Village. Similar to past projects, this proposal assumes that the box culvert crossing Industrial Drive is in acceptable condition and will not be modified or improved as part of the project.

We understand that the Village will be televising sewers and providing CBBEL with the location/limits of any required repairs. This proposal does not include any sanitary sewer video footage review/evaluation.

It is our understanding that the Village will be using local TIF Funds to fund both design engineering and construction.

The scope of this proposal includes topographic survey, utility coordination, geotechnical investigation, final engineering design, roadway lighting design, permitting (IDOT, DuPage Stormwater, IEPA Water Main Construction, IEPA NPDES), preparation of construction plans and specifications, preparation of an Engineer's Opinion of Probable Cost in accordance with Village and IDOT standards, and bidding assistance.

SCHEDULE

Assuming Notice to Proceed is granted in September 2025, we anticipate completing the project design in February 2026 and bidding the project in March 2026.

SCOPE OF WORK

Task 1 – Topographic Survey

CBBEL will perform Full Topographic Survey of Industrial Drive (from the east edge of pavement of IL Route 83 to east end of Industrial Drive, 3,600 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 tie into NGS Monumentation control utilizing state of the art GPS equipment. Horizontal Datum will correlate with established/existing NGS control monuments (NAD '83, Illinois East Zone 1201).

Vertical Control: CBBEL will establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum) State-of-the-art Hard Level equipment will be used to establish benchmarks and assign a vertical datum on the horizontal control points.

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 – 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. 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.

Based on existing utility information obtained and drafted, CBBEL will provide preliminary plans to the utility companies to verify their locations and confirm any potential conflicts. CBBEL will identify potential conflicts and coordinate any relocations if necessary.

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, observe existing conditions, and identify 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

CBBEL's subconsultant, Seeco Consultants (Seeco), will drill seven (7) soil borings to a depth of approximately ten (10) feet to determine the existing cross-section of the pavements and subsurface soil conditions within the project area. TSC will prepare a geotechnical report 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 and 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.

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

Task 5 – DuPage County Stormwater Permitting

The proposed roadway reconstruction is considered development by the DuPage County Stormwater and Floodplain Ordinance. The South Unnamed Creek (DPWL), which is a tributary to Willow Creek, crosses under Industrial Drive. At the location of the proposed project, there is approximately 1.0 square miles of tributary area.

It is not anticipated that any modifications will be made to the existing culvert crossing at Industrial Drive. Therefore, hydraulic modeling is not expected to be required to satisfy Village or County stormwater permitting requirements and it is not included in this scope. Additionally, at this location, the 100-year flood elevation is contained entirely within the culvert.

It is our opinion that this project will not impact the floodplain and therefore does not require a DuPage County Stormwater Certification for floodplain and floodway. CBBEL will prepare a memorandum for the Village to keep on file demonstrating that the requirements of the DuPage County Stormwater Ordinance has been met with respect to detention and floodplain/floodway. If, during the project development, it is determined that the culvert will be impacted, we can provide a supplemental proposal to submit a permit application to DuPage County. It is anticipated that minor calculations will be required as part of the summary memorandum and we have budgeted for these calculations in this task.

Additionally, CBBEL environmental staff will perform a field investigation of the project area and prepare a memorandum with supporting documentation, including a wetland and Waters of the United States (WOTUS) delineation. If, during the project development, it is determined that there will be impacts to wetland/WOTUS, we can provide a supplemental proposal to submit a permit application to DuPage County.

Task 6 – IDOT Permitting

Because IL Route 83 is a State route, we anticipate that a Traffic Permit from IDOT will be required to facilitate placement of traffic control/detour signage along IL Route 83 during project construction. No actual construction work is expected to take place within the IDOT right-of-way. We will prepare and provide IDOT with the engineering plans for permitting.

Task 7 – Preparation of Storm Water Pollution Prevention Plan (SWPPP)

CBBEL will prepare and submit a Notice of Intent (NOI) to the IEPA for the project site. In addition, CBBEL will prepare a SWPPP for the project in accordance with Part IV of the General NPDES Permit No. ILR10. Please note that completion of this task will require input from the project engineer and signed certification statements from all contractors, subcontractors, and the operator as identified in the SWPPP. This task also covers the submittal of an electronic copy of the SWPPP to the IEPA. As required by the NPDES Phase II Storm Water Construction General Permit (ILR10), an up-to-date copy of the SWPPP must be maintained on the project site during construction activities.

Task 8 – IEPA Water Main Construction Permitting

CBBEL will prepare and submit an IEPA Water Main Construction permit application for all water main improvements associated with the project. CBBEL will make revisions to plans and specifications based on comments received by IEPA.

Task 9 – Roadway Lighting Design

CBBEL will meet with the appropriate personnel as required to determine the minimum lighting requirements, preferred lighting equipment and obtain existing lighting information. CBBEL will perform a site visit to obtain information regarding the existing lighting field conditions.

Based on the information collected, lighting photometric calculations will be performed for the proposed lighting. The calculations will determine the proposed lighting levels for the roadways. The photometric calculations will be performed using the last version of AGI32 photometric software.

This task will include photometric calculations for each individual roadway multi-lane cross section, including sidewalk horizontal illuminance calculations.

Based on the photometric calculations and existing/proposed field conditions, a proposed light pole layout will be determined, field verified and incorporated into a preliminary set of lighting plans. A Preliminary lighting submittal report will be created, including a project description, target lighting levels with justification, photometric calculations, and cut sheets of the proposed lighting equipment. The preliminary report will be submitted along with the preliminary plans to the Village for review.

Upon approval from the reviewing agencies, proposed roadway lighting plans/detail sheets and specifications will be prepared. The plan sheets will include the locations of the lighting units along with electric cables/raceways, controllers and hand holes. Detail drawings will include light pole and luminaire, concrete foundation, lighting controller(s) cabinet/ component schedule/ wiring diagram, pole handhole wiring diagram, one-line circuit diagram, handhole and conduit installation details. Detailed specifications will be prepared along with the appropriate Village standards. Voltage drop calculations and opinion of probable construction cost and summary of quantities will also be performed and submitted under this task. The detailed prefinal design will be submitted to the Village for review. CBBEL will also coordinate and meet with the electric utility to determine location for new electric service to the proposed lighting controller under this task.

Task 10 – Pre-Final Plans, Specifications, and Estimate (75%)

CBBEL will prepare pre-final 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	4	4
General Notes	1	8	8
Summary of Quantities	1	8	8
Alignment, Ties and Benchmark Sheets (1"=50')	4	8	32
Existing and Proposed Typical Sections	1	8	8
Existing Conditions and Removal Plan	4	16	64
Roadway Plan and Profile (1"=20')	6	20	120
Utility Plan and Profile (1" = 20')	6	32	192
Maintenance of Traffic (MOT) – Detour Plan and Notes	2	16	32
Erosion Control Plan and Details (1"=20')	5	12	60
Construction Details	4	8	32
Cross Sections	24	12	288
Specifications	--	--	32
Cost Estimate/Quantities	--	--	60
TOTAL	59		940

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

Task 11 – Final Plans, Specifications, and Estimate (95%)

Based on the pre-final review comments from the Village and permitting agencies, 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 12 – Bid Documents (100%)

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

Task 13 – Project Coordination and Management

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 two (2) project coordination meetings will be held with Village Staff.

Task 14 – Bidding Assistance

CBBEL will advertise for bidding, distribute plans and specifications electronically to all bidders, prepare addenda and respond to RFIs as necessary, and hold a bid opening. CBBEL will review and tabulate the bids and make a recommendation of award.

ESTIMATE OF FEE

We estimate our fee for services to be **\$319,000** 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:	_____
	Frank DeSimone
TITLE:	_____
	Village President
DATE:	_____
	September 30, 2025

CBBEL WORK EFFORT
Village of Bensenville
Industrial Drive Reconstruction

August 25, 2025

Task	Personnel & Hours																Total 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	Environmental Resource Specialist V	Environmental Resource Specialist III	GIS Specialist	Service by Others			
Rate	\$285.00	\$245.00	\$210.00	\$185.00	\$160.00	\$245.00	\$230.00	\$210.00	\$165.00	\$140.00	\$200.00	\$220.00	\$245.00	\$170.00	\$185.00				
Task 1: Topographic Survey						4	8	10	52	52		32					158	9.9%	\$27,820.00
Task 2: Utility Coordination		8		16	32			16									72	4.5%	\$13,400.00
Task 3: Field Reconnaissance	2	4		8	16												30	1.9%	\$5,590.00
Task 4: Geotechnical and Environmental Investigation		2														\$ 11,990.00	2	0.1%	\$12,480.00
Task 5: DuPage County Stormwater Permitting	2	8			40								4	12	4		70	4.4%	\$12,690.00
Task 6: IDOT Permitting		4		8	16												28	1.8%	\$5,020.00
Task 7: Preparation of Storm Water Pollution Prevention Plan (SWPPP)											28						28	1.8%	\$5,600.00
Task 8: IEPA Water Main Construction Permitting		1	2	8													11	0.7%	\$2,145.00
Task 9: Roadway Lighting Design		48		64	70												182	11.4%	\$34,800.00
Task 10: Pre-Final Plans, Specifications, and Estimate (75%)	32	123		184	272												611	38.3%	\$116,815.00
Task 11: Final Plans, Specifications and Estimate (95%)	12	48		72	103												235	14.7%	\$44,980.00
Task 12: Bid Documents (100%)	6	18		28	42												94	5.9%	\$18,020.00
Task 13: Project Coordination and Management	24	28															52	3.3%	\$13,700.00
Task 14: Bidding Assistance		4		12	8												24	1.5%	\$4,480.00
Subtotal	78	296	2	400	599	4	8	26	52	52	28	32	4	12	4	\$ 11,990.00	1597	100.0%	\$317,540.00
% of Hours	4.9%	18.5%	0.1%	25.0%	37.5%	0.3%	0.5%	1.6%	3.3%	3.3%	1.8%	2.0%	0.3%	0.8%	0.3%		100.0%	100.0%	
Total Cost	\$22,230.00	\$72,520.00	\$420.00	\$74,000.00	\$95,840.00	\$980.00	\$1,840.00	\$5,460.00	\$8,580.00	\$7,280.00	\$5,600.00	\$7,040.00	\$980.00	\$2,040.00	\$740.00	\$0.00	\$305,550.00		\$317,540.00
Direct Costs																			\$1,460.00
Total Cost																			\$319,000.00

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2025**

<u>Personnel</u>	<u>Charges (\$/Hr)</u>
Engineer VI	285
Engineer V	245
Engineer IV	210
Engineer III	185
Engineer I/II	160
Survey V	245
Survey IV	230
Survey III	210
Survey II	165
Survey I	140
Engineering Technician V	225
Engineering Technician IV	200
Engineering Technician III	145
Engineering Technician I/II	130
CAD Manager	220
CAD II	160
CAD I	140
GIS Specialist III	185
Landscape Architect II	210
Landscape Architect I	185
Landscape Designer III	160
Landscape Designer I/II	125
Environmental Resource Specialist V	245
Environmental Resource Specialist IV	200
Environmental Resource Specialist III	170
Environmental Resource Specialist I/II	145
Environmental Resource Technician	145
Business Operations Department	165
Engineering Intern	95

Direct Costs

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

These rates are in effect until December 31, 2025, at which time they will be subject to change.

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

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TYPE:Resolution**SUBMITTED BY:**Frank Palumbo**DEPARTMENT:**Public Works**DATE:**September 23, 2025**DESCRIPTION:**

Consideration of a Resolution Authorizing an Execution of a Purchase Order to Badger Infrastructure Solutions for Hydro-Excavation of Water Services in the Not-to-Exceed Amount of \$40,000

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

Committee of the Whole

DATE:

September 23, 2025

BACKGROUND:

The Illinois Environmental Agency has mandated that all Community Water Supplies shall submit an inventory of both the public and private water service material types. The inventory is annually on April 15. The Lead Service Line Inventory (LSLI) must be submitted with the Lead Service Line Replacement Plan.

The Village has used staff and historical data to acquire inventory data. To complete the unknown public and private water service inventory, the Village must expose the water services through hydro-excavation for material verification to complete the LSLI project. The Village was awarded a \$40,000 grant to fund this project.

KEY ISSUES:

The Village sought bids from three contractors, with Badger Infrastructure Solutions being the lowest bidder. Village staff contacted three contractors; two provided bids and one would not service the Bensenville Area. Badger Infrastructure Solutions' proposal will verify services and complete turf restoration for \$40,000.

The proposal from other contractors is as follows:

Vendor	RFP Response / Unit Cost
Badger Infrastructure Solutions	\$ 840
Great Lakes Power Vac, LLC	\$ 1,100
North Shore Boring	N/A

ALTERNATIVES:

Discretion of the Committee of the Whole.

RECOMMENDATION:

Staff recommends approval of the Resolution Authorizing an Execution of a Purchase Order to Badger Infrastructure Solutions for Hydro-Excavation of Water Services in the Not-to-Exceed Amount of \$40,000.

BUDGET IMPACT:

There is an upfront cost to the Village of \$40,000. Once the project is complete, the Village will be reimbursed through the Lead Service Line Inventory Grant provided by the Illinois Environmental Protection Agency.

This unbudgeted expense will come out of Other Contractual Services in 51050540-549990.

ACTION REQUIRED:

Approval of a Resolution Authorizing an Execution of a Purchase Order to Badger Infrastructure Solutions For Hydro-Excavation of water services in the not-to-exceed Amount of \$40,000

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
RES - 2025 LSLI Hydro-excavation	9/8/2025	Resolution Letter
RFP Badger Infrastructure Solutions	9/8/2025	Backup Material
AGREEMENT - Fully Executed Grant	9/8/2025	Backup Material

RESOLUTION NO.

AUTHORIZING AN EXECUTION OF A PURCHASE ORDER TO BADGER INFRASTRUCTURE SOLUTIONS FOR HYDRO-EXCAVATION OF WATER SERVICES IN THE NOT-TO-EXCEED AMOUNT OF \$40,000

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 required to comply with the mandates of State and Federal agencies, and

WHEREAS the IEPA has mandated that all Community Water Systems inventory all its water services material types per the Lead Service Line Replacement mandate, and

WHEREAS the Village of Bensenville has completed its Water Service Material Inventory, and

WHEREAS the Village is now seeking to excavate specific water services to verify the material type, and

WHEREAS the Village solicited proposals for this type of work, and Badger Infrastructure Solutions was the lowest bidder, and

WHEREAS Staff conducted reference checks and is comfortable moving forward in awarding this contract with Badger Infrastructure Solutions, and

WHEREAS the Village of Bensenville seeks to execute a Purchase Order to Badger Infrastructure Solutions in the Not-to-Exceed Amount of \$40,000 for hydro-excavation of water services, and

WHEREAS there is an upfront cost to the Village of \$40,000. Once the project is complete, the Village will be reimbursed funding through the Lead Service Line Inventory Grant provided by the Illinois Environmental Protection Agency, 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 the Village Manager to execute a purchase order with Badger Infrastructure Solutions, for the hydro-excavation of water services in the not to exceed amount of \$40,000.

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 September 30, 2025.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



Department of Public Works
717 E. Jefferson Street
Bensenville, IL 60106

Office: 630.350.3435
Fax: 630.594.1148
www.bensenville.il.us

Request for Proposal Hydro-Excavation Services

Contractor Name: BADGER INFRASTRUCTURE SOLUTIONS

The Village of Bensenville is seeking a proposal for the hydro-excavation and restoration of numerous locations within the Village limits in the not-to-exceed amount of \$40,000. Before starting the project, a map will be provided identifying all the locations. The project intends to verify the water service material type. The work will begin after board approval. The project will run until funding limit is reached, with work to be paused during the winter months (dates are weather dependent).

Scope of Work

Hydro-excavate a one-foot (1') diameter and roughly six-foot (6') deep hole at the curb box within the right-of-way, exposing the water service line for inventory verification. Restoration will consist of filling the excavation with CA7 stone to six inches (6") below grade tamped down to reduce settling, then using pulverized black dirt and grass seed to grade. Project spoils can be disposed of at the Public Works Facility. Equipment may also be stored at the Public Works Facility while project is ongoing.

	Unit Cost
Single Hydro-excavation with turf restoration	\$840.—

Village of Bensenville

THIS FORM MUST BE COMPLETED AND RETURNED TO FRANK PALUMBO
BY NO LATER THAN AUGUST 19, 2025 at 5:00PM VIA EMAIL at FPALUMBO@BENSENVILLE.IL.US
QUESTIONS MAY BE DIRECTED TO THE DEPARTMENT OF PUBLIC WORKS AT (630) 350-3435

Contractor Name: BADGER INFRASTRUCTURE SOLUTIONS
Submitted By: THOMAS M. KACZMARESKI
Address: 1740 N. 25th AVE MELROSE PARK IL 60168
Date: 8/19/25
Phone: _____ Cell: 408-205-9011
Fax #: _____
E-mail: TKACZMARESKI@BADGERINC.COM
Authorized Signature: Thomas M. Kaczmarski

Please provide three references with phone numbers below:

- 1: DAFNE HENRIQUEZ ASST ENG. VILLAGE OF FRANKLIN PARK 847-671-8308
- 2: JONATHAN FLOWERS ROBINSON ENGINEERING 224-388-1420
- 3: NICOLE CAMPBELL SR. ENG. CITY OF BERWYN 708-788-2660 x 6473

Acceptance of Proposal:

By: Frank Palumbo Date: 8/21/2025
Village of Bensenville

Authorized and Accepted:

By: Frank Palumbo
Title: Superintendent of Operations
Date: 9/4/2025



**GRANT AGREEMENT
BETWEEN**

**THE STATE OF ILLINOIS, ENVIRONMENTAL PROTECTION AGENCY
AND
VILLAGE OF BENSENVILLE**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency and the Village of Bensenville (Grantee)

(collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE - The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO - Grantor-Specific Terms

PART THREE - Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

Illinois Environmental Protection Agency

James Jennings by Jake

Digitally signed by James Jennings by
Jake Poeschel
Date: 2025.08.29 13:07:35 -05'00'

By: Poeschel

Signature of James Jennings, Title Acting Director

By: _____

Signature of Designee

Date: _____

Printed Name: Jacob Poeschel

Printed Title: Chief Financial Officer

By: _____

Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____

Signature of Third Grantor Approver, if applicable

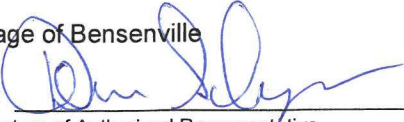
Date: _____

Printed Name: _____

Printed Title: _____

Third Grantor Approver

Village of Bensenville

By: 

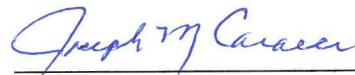
Signature of Authorized Representative

Date: 8/11/25

Printed Name: Daniel Schulze

Printed Title: Village Manager

Email: dschulze@bensenville.il.us

By: 

Signature of Second Grantee Approver, if applicable

Date: 08/11/2025

Printed Name: Joseph M. Caracci

Printed Title: Director of Public Works

Email: jcaracci@bensenville.il.us

Second Grantee Approver
(optional at Grantee's discretion)

PART ONE - THE UNIFORM TERMS

ARTICLE I DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Award" has the same meaning as in 44 III. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 III. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 III. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 III. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 III. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 III. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 III. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 III. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 III. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II
AWARD INFORMATION**

2.1. Term. This Agreement is effective on execution and expires on 4/15/2027 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds (check one) ☒ must not exceed or ☐ are estimated to be \$40,000.00, of which \$40,000.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**): The Grantee shall receive a maximum of \$40,000 from the EPA Lead Service Line Inventory ("LSLI") Grant Program under this Agreement.

TOTAL PROJECT COST: \$40,000

Federal Share: \$40,000

Grantee Share: \$0

The estimated Total Project Costs allowable under this Agreement are identified in the State of Illinois Uniform Grant Budget Template incorporated herein as Attachment 1.

All Grantee costs shall be incurred within the Agreement Term. If the Grantee incurs costs above the Total Project Cost indicated above in anticipation of receiving additional funds from the Grantor, the Grantee does so at its own risk.

Disbursement requests submitted by the Grantee shall only be for the proposed/incurred costs. Each payment request shall detail the amount and value of the work performed and be accompanied by the Illinois EPA LSLI Grant Program – Invoice for Disbursement Request Documentation Form located at the following link:

https://epa.illinois.gov/content/dam/soi/en/web/epa/topics/drinking-water/public-water-users/documents/lsl-grant-opportunity/LSLI-INVOICE_FOR_DISBURSEMENT_REQUEST.pdf

Grantee disbursement requests and supporting documentation shall be submitted via email to:

Email to: Illinois EPA EPA.LoanMgmt@illinois.gov

CC: Lanina Clark lanina.clark@illinois.gov

Jillian Fowler jillian.fowler@illinois.gov

Rachael Heaton rachael.heaton@illinois.gov

Kaitlyn Holtsclaw Kaitlyn.M.Holtsclaw@Illinois.gov

Julie Matthews Julie.Matthews@Illinois.gov

1. 50% of the grant funds shall be disbursed to the Grantee upon the submittal of a Grantor approved executed contract detailing the scope of work and services to be performed by a third party in developing a Complete Lead Service Line Inventory ("Complete LSLI") as described in Exhibit A along with the Invoice for Disbursement Request Documentation.

2. Upon completion, the Grantee shall submit the Complete LSLI for approval to the Grantor, along with the final Invoice for Disbursement Request Documentation. The Grantor shall determine if the requirements in Exhibit A have been met. In addition, a detailed summary of the final costs for the Complete LSLI, an invoice for all costs incurred, proof of Complete LSLI publication to Grantee's website or Illinois EPA website, and a release of all claims against the Grantor (discussed below) shall be submitted. Following the Grantor's approval of the Complete LSLI, the Grantor shall disburse the balance of the grant funds to the Grantee.

Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year shall be submitted to the Grantor no later than August 11 of that year; otherwise, the Grantee may have to seek payment through the Illinois Court of Claims.

The Grantor may withhold payment to the Grantee if the Grantee's progress in completing the Performance Measures contained in Exhibit D of this Agreement does not meet the project schedule contained in the Agreement to the satisfaction of the Grantor. The Grantor may withhold payment to the Grantee if Grantee fails to submit required reports as outlined in Exhibit B of this Agreement.

As a condition before final payment under the Agreement, or as a termination settlement under the Agreement, the Grantee must execute and deliver to the Grantor a release of all claims against the Grantor arising under the Agreement within 30 days of the warrant (check) being disbursed from the Comptroller. Unless otherwise provided in the Agreement or in another writing executed by both the Grantor and the Grantee, final payment under the Agreement, or settlement upon termination of the Agreement, shall not constitute a waiver of any claim that the Grantor may have pertaining to the Agreement against any party affected by the Agreement.

An example release of all claims against the Grantor letter can be obtained here: <https://epa.illinois.gov/content/dam/soi/en/web/epa/topics/drinking-water/public-water-users/documents/lead-service-line-replacement-advisory-board/Isli-bills-paid-and-release-from-liabilities-certification.pdf>

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 00E03527, the federal awarding agency is US Environmental Protection Agency, the Federal Award date is 9/21/2023. If applicable, the Assistance Listing Program Title is Drinking Water State Revolving Fund and Assistance Listing Number is 66.468. The Catalog of State Financial Assistance (CFSA) Number is 532-60-3017 and the CSFA Name is Lead Service Line Inventory Grant Program. If applicable, the State Award Identification Number (SAIN) is 3017-58590.

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and K1NWWDFP9GD5 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 366005794 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- | | |
|--|---|
| ☐ Individual | ☐ Pharmacy-Non-Corporate |
| ☐ Sole Proprietorship | ☐ Pharmacy/Funeral Home/Cemetery Corp. |
| ☐ Partnership | ☐ Tax Exempt |
| ☐ Corporation (includes Not For Profit) | ☐ Limited Liability Company (select applicable tax classification) |
| ☐ Medical Corporation | ☐ P = partnership |
| ☒ Governmental Unit | ☐ C = corporation |
| ☐ Estate or Trust | |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. **Compliance with Uniform Grant Rules.** Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750-Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. **Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. **Pre-Award Costs.** Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO OR PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. **Cash Management Improvement Act of 1990.** Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. **Payments to Third Parties.** Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. **Modifications to Estimated Amount.** If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In

the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6 Profits. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. **Records Retention.** Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. **Accessibility of Records.** Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. **Failure to Maintain Books and Records.** Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. **Required Periodic Financial Reports.** Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at intervals specified by Grantor, which must be no less than annually and no more frequently than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on Exhibit E pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. **Effect of Failure to Comply.** Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee

Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.1.1.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than the threshold amount \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least the \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.(i)

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) **Publicly-Traded Entities.** If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities, and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A, PART TWO** or **PART THREE**.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge

such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XV
NOTICE OF CHANGE**

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated,

Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35. 1.1.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. **Maintenance of Insurance.** Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. **Claims.** If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. **Independent Contractor.** Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. **Indemnification and Liability.**

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. **Gift Ban.** Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. **Assignment Prohibited.** This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. **Copies of Agreements upon Request.** Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. **Amendments.** This Agreement may be modified or amended at any time during its Term by mutual consent

of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10 1.1. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

This project will result in a Complete Lead Service Line Inventory ("Complete LSLI") meeting the requirements of Section 17.12 of the Illinois Environmental Protection Act ("Act") by no later than April 15, 2024.

Pursuant to Section 17.12(g) of the Act, a Complete LSLI shall identify and report, the following:

1. The TOTAL number of service lines connected to the community water supply's ("CWS") distribution system.
2. The materials of construction of each service line connected to the CWS's distribution system.
3. The number of suspected lead service lines that were newly identified in the material inventory for the CWS after the CWS last submitted a service line inventory to the Agency.
4. The number of suspected or known lead service lines that were replaced after the CWS last submitted a service line inventory to the Agency, and the material of the service line that replaced each lead service line.

Pursuant to Section 17.12(h) of the Act, the Grantee shall:

1. Prioritize inspections of high-risk areas identified by the CWS and inspections of high-risk facilities, such as preschools, day care centers, day care homes, group day care homes, parks, playgrounds, hospitals, and clinics, and confirm service line materials in those areas at those facilities.
2. Review historical documentation, such as construction logs or cards, as-built drawings, purchase orders, and subdivision plans, to determine service line material construction.
3. When conducting distribution system maintenance, visually inspect service lines and document materials of construction.
4. Identify any time period when the service lines being connected to its distribution system were primarily lead service lines, if such a time period is known or suspected.
5. Discuss service line repairs and installation with its employees, contractors, plumbers, other workers who worked on service lines connected to its distribution system, or all of the above.

****PLEASE NOTE: THERE IS NO REQUIREMENT TO UNEARTH SERVICE LINES FOR THE PURPOSE OF INVENTORYING****

Further guidance regarding Complete LSLI requirements can be found on the Illinois EPA Lead Service Line Information webpage at the following link: <https://epa.illinois.gov/topics/drinking-water/public-water-users/lsl-grant-opportunity.html>

• **OUTPUTS:**

- o A Complete LSLI as described above in Exhibit A.

• **OUTCOMES:**

- o Submittal of the Complete LSLI to the Illinois EPA by April 15, 2024.

EXHIBIT B

DELIVERABLES OR MILESTONES

1. Submittal of Periodic Financial Report ("PFR") and Periodic Performance Report ("PPR") pursuant to Articles 13.1 and 14.1 of this Agreement and the following: September 15 Annually
 - a. A brief narrative progress report describing the percentage of work completed to date towards the Complete LSLI.
2. Submittal of Grantor Approved Executed Contract between the Grantee and consultant/sub-grantee and/or information for equipment to be purchased for the Complete LSLI and the First Invoice for Disbursement Request Documentation. When Complete
3. Submittal of the Complete LSLI and a Final Invoice for Disbursement Request Documentation with all Final Disbursement Checklist supporting documentation provided and detailed invoices summarizing all costs incurred. When Complete
6. Submittal of the Release of Liabilities form and Final Periodic Financial Report ("PFR") and Periodic Performance Report ("PPR") pursuant to Articles 13.1 and 14.1 of this Agreement and the following: Upon Receiving the Final Disbursement
 - a. A final brief narrative progress report describing the work completed up to the close of the grant.

****Agreement period ends on April 15, 2027****

The Lead Service Line Inventory Grant Program Periodic Financial Reporting Forms and Periodic Performance Reporting Forms that must be submitted per the schedule shown in Exhibit B above can be found at the following links below.

- Periodic Financial Reporting Forms:

<https://epa.illinois.gov/content/dam/soi/en/web/epa/topics/drinking-water/public-water-users/documents/lsli-grant-opportunity/PFR.pdf>

- Periodic Performance Reporting Forms:

<https://epa.illinois.gov/content/dam/soi/en/web/epa/topics/drinking-water/public-water-users/documents/lsli-grant-opportunity/PPR.pdf>

Instructions for submitting your Complete LSLI for Illinois EPA approval can be obtained here:

<https://epa.illinois.gov/topics/drinking-water/public-water-users/lsli-grant-opportunity.html>

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Lanina Clark

Title: Project Manager

Address: IEPA, Bureau of Water, Infrastructure
Financial Assistance Section, Mail Code #15,
PO Box 19276, Springfield, IL 62794-9276

Additional Information

Electronic Correspondence Info:
Lanina Clark - Lanina.Clark@illinois.gov
Jillian Fowler - Jillian.Fowler@illinois.gov
Rachael Heaton - Rachael.Heaton@illinois.gov
Kaitlyn Holtsclaw Kaitlyn.M.Holtsclaw@Illinois.gov
Julie Matthews Julie.Matthews@Illinois.gov

GRANTEE CONTACT

Name: Joseph Caracci

Title: Director of Public Works

Address: 12 S Center, Bensenville, IL 60106

GRANTEE PAYMENT ADDRESS
(if different than the address above)

Address:

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Lanina Clark

Title: Project Manager

Address: PO Box 19276, Springfield, IL 62794

Phone: 217-782-2027

TTY#:

Email Address: lanina.clark@illinois.gov

GRANTEE CONTACT

Name: Joseph Caracci

Title: Director of Public Works

Address: 12 S Center, Bensenville, IL 60106

Phone: 630-350-3435

TTY#:

Email Address: jcaracci@bensenville.il.us

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Under this Agreement, the Grantee shall complete* the following tasks.

*All submissions shall be sent to the Grantor Contact as identified in Article 2: 2.3.

SUBMITTAL OF EXECUTED CONTRACT OR EQUIVALENT

1. 50% of the grant funds shall be disbursed to the Grantee upon the submittal of an executed contract detailing the scope of work and services to be performed by a third party in developing a Complete Lead Service Line Inventory ("Complete LSLI") as described in Exhibit A along with the Invoice for Disbursement Request Documentation as described in Article 2: 2.3 of this Agreement.

PROJECT COORDINATION

2. Serving as the lead organization, the Grantee shall work towards the completion of a Complete LSLI as described in Exhibit A. The Grantee shall submit to Grantor Periodic Financial Reports and Periodic Performance Reports accompanied by a brief narrative progress report documenting the progress made to date on the completion of the Complete LSLI in accordance with the schedule outlined in Exhibit B.

PROJECT COMPLETION

3. Upon completion, the Grantee shall submit the Complete LSLI for approval to the Grantor, along with the final Invoice for Disbursement Request Documentation. The Grantor shall determine if the requirements in Exhibit A have been met. In addition, a detailed summary of the final costs for the Complete LSLI, an invoice for all costs incurred, proof of Complete LSLI publication to Grantee's website or Illinois EPA website, and a release of all claims against the Grantor (discussed below) shall be submitted. Following the Grantor's approval of the Complete LSLI, the Grantor shall disburse the balance of the grant funds to the Grantee.

All products produced, and all work performed by the Grantee under this Agreement shall be subject to review and approval by the Grantor to determine eligibility and acceptability in meeting the terms and intent of this Agreement.

The Grantee shall be responsible for the professional quality, technical accuracy and timely completion of all services furnished by the Grantee or its consultant/sub-grantee under this Agreement. The Grantee shall, without additional financial assistance, correct or revise any errors or deficiencies in its services.

The Grantee shall perform such services as necessary to accomplish the objectives of this Agreement, in accordance with all the terms of this Agreement.

EXHIBIT E
SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by proving written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

The Grantee and the Grantor have the right to use (including, but not limited to, citing to, circulating, displaying, and reproducing) all products that result from the Grantee receiving financial assistance under this Agreement whether the product is developed by the Grantee or a sub-grantee.

The Grantee will include in any publications for external general circulation: "Funding for this project provided, in part, by the Illinois Environmental Protection Agency."

Audit

Conditions:

Requires desk review of the status of implementation of corrective actions.

Corrective Action:

Address all audit findings giving priority to significant deficiencies and material weaknesses by implementation of the corrective action plan. Condition may be removed upon request when corrective action is complete.

PART TWO -GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

ARTICLE XXIII REPORTING

23.1. Grantee shall file an Annual Periodic Financial Report (PFR) and Periodic Performance Report (PPR) by September 15 of each year _____, with the Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first Periodic Financial Report (PFR) and Periodic Performance Report shall cover the reporting period after the effective date of the Agreement. an Annual reports must be submitted no later than 15 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit an annual Periodic Financial Report (PFR) for the period ending 12/31 (Grantee's Fiscal Year End date). This report should include the Grantee's entire Fiscal Year expenditures for this award. Reports must be submitted no later than 15 calendar days following the period covered by the report.

A Periodic Financial Report (PFR) and Periodic Performance Report (PPR) marked as "Final Report" must be submitted to Grantor 60 days after the end date of the Agreement. Failure to submit the required PFR and PPR reports may cause a delay or suspension of funding.

In addition to the aforementioned reporting requirements, Grantee shall submit the following reports:

1. In reference to Part One, Exhibit B of this Agreement, the Grantee shall submit a **brief narrative progress report** by the fifteenth (15th) of September during the Agreement Period. The brief narrative progress report shall include information regarding what happened during this reporting period and what is scheduled for the upcoming reporting period. Grantee's failure to comply with reporting requirements and meet the previously mentioned reporting deadlines, shall result in the implementation of the procedures set forth in the State of Illinois Grantee Compliance Enforcement System pursuant to Part One, Article XII, Item 12.6 of this Agreement.

PART THREE -PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

In reference to Part One, Article IV, Item 4.8 of this Agreement, the Grantee is not required to submit payment requests to the Grantor within fifteen (15) days of the end of the quarter. Instead, the Grantee may request reimbursement of incurred costs as needed within the Agreement Term but may do so no more frequently than once per month.

The following Federal Terms and Conditions outlined in Grant 00E03527 from USEPA apply to this award.

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award. The EPA repository for the general terms and conditions by year can be found at:

<https://www.epa.gov/grants/grant-terms-and-conditions#general>.

1. Public or Media Events

EPA encourages the recipient to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

Internal Controls for Financial Transactions

The recipient agrees to use procedures consistent with "zero-trust" (never trust, always verify) for all financial transactions with SRF funds. These procedures must include verbal verification with a trusted recipient representative of all financial account information both initially and prior to any changes in financial account information.

ATTACHMENT 1

STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE



State of Illinois
Lead Service Line Inventory - UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois EPA

Organization Name: Village of Bensenville

Notice of Funding
Opportunity (NOFO) Number: Round 4

Unique Entity Identification (UEI) Number: K1NWWDFP9GD5

Catalog of State Financial Assistance (CSFA) Number: 532-60-3017

CSFA Short Description: Lead Service Line Inventory Grant Program

Section A: State of Illinois Funds

Fiscal Year: 2025

REVENUES		Total Revenue
a) State of Illinois Grant Requested	\$	40,000.00
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salary and Wages)	200.430	
2. Fringe Benefits	200.431	
3. Travel	200.474	
4. Equipment	200.439	
5. Supplies	200.94	
6. Contractual Services and Subawards	200.318 & 200.92	40,000.00
7. Consultant (Professional Service)	200.459	
8. Construction		
9. Occupancy (Rent and Utilities)	200.465	
10. Research and Development (R&D)	200.87	
11. Telecommunications		
12. Training and Education	200.472	
13. Direct Administrative Costs	200.413 (c)	
14. Miscellaneous Costs		
15. A. Grant Exclusive Line Item(s)		
15. B. Grant Exclusive Line Item(s)		
16. Total Direct Costs (add lines 1-15)	200.413	40,000.00
17. Total Indirect Costs	200.414	
Rate %		
Base		
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE	\$	40,000.00

Instructions
found at end of
document.



State of Illinois
Lead Service Line Inventory - UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Village of Bensenville

NOFO Number: Round 4

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

- ☐ 1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

☐ 2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

☐ 2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

☐ 3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State or Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

☐ 4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

- ☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
☐ complies with other statutory policies.

The Restricted Indirect Cost Rate is: _____ %

☒ 5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: _____ To: _____

Approving Federal or State Agency: _____

Indirect Cost Rate: _____ % The Distribution Base Is: _____



State of Illinois
Lead Service Line Inventory - UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Village of Bensenville

NOFO Number: Round 4

Section B: Non-State of Illinois Funds

Fiscal Year: 2025

REVENUES		Total Revenue
Grantee Match Requirement %:		
b) Cash	No matching funds required, but additional local funds may be needed to complete the project.	\$ 0.00
c) Non-Cash		\$ 0.00
d) other Funding and Contributions		\$ 0.00
Total Non-State Funds (lined b through d)		\$ 0.00

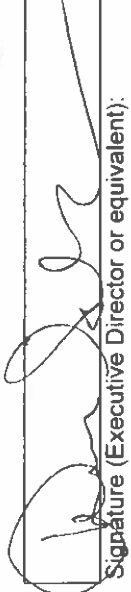
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salaries and Wages)	200.430	
2. Fringe Benefits	200.431	
3 Travel	200.474	
4. Equipment	200.439	
5. Supplies	200.94	
6. Contractual Services and Subawards	200.318 & 200.92	0.00
7. Consultant (Professional Services)	200.459	
8. Construction		
9. Occupancy (Rent and Utilities)	200.465	
10. Research and Development (R&D)	200.87	
11 Telecommunications		
12. Training and Education	200.472	
13 Direct Administrative Costs	200.413 (c)	
14. Miscellaneous Costs		
15. A. Grant Exclusive Line Item(s)		
15. B. Grant Exclusive Line Item(s)		
16. Total Direct Costs (add lines 1-15)	200.413	
17. Total indirect Costs	200.414	
Rate %		
Base:		
18. Total Costs Non-State of Illinois Funds (Lines 16 and 17)		\$
MUST EQUAL REVENUE TOTALS ABOVE		



State of Illinois
Lead Service Line Inventory - UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Village of Bensenville	NOFO Number: Round 4	
Unique Entity Identification (UEI) Number: K1NWWDFP9GD5	Fiscal Year: 2025	
Catalog of State Financial Assistance (CSFA) Number: 532-60-3017	CSFA Short Description: Lead Service Line Inventory Grant Program	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Village of Bensenville	Village of Bensenville
Institution/Organization Name:	Institution/Organization Name:
Director of Finance	Village Manager
Title (Chief Financial Officer or equivalent):	Title (Executive Director or equivalent):
Lisa Banovetz	Daniel Schulze
Printed Name (Chief Financial Officer or equivalent):	Printed Name (Executive Director or equivalent):
	
Signature (Chief Financial Officer or equivalent):	Signature (Executive Director or equivalent):
5-28-2025	5/28/2025
Date of Execution (Chief Financial Officer):	Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



State of Illinois
Lead Service Line Inventory - UNIFORM GRANT BUDGET TEMPLATE

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable:		Sub-recipient UEI: K1NWWDFP9GDS		Sub-recipient Parent Company UEI:	
Sub-recipient Name: Village of Bensenville					
Sub-recipient DBA Name: Village of Bensenville					
Sub-recipient Street Address: 12 S Center Street					
City: Bensenville	State: IL	Zip-Code: 60106	Congressional District: Illinois 3rd District		
Sub-recipient Principal Place of Performance: 12 S Center Street					
City: Bensenville	State: IL	Zip-Code: 60126	Congressional District: Illinois 3rd District		
Contract Number (if known):	Award Amount: \$40,000.00	Project Period: From: Jul 1, 2025	Project Period: To: Jun 30, 2026		
State of Illinois Awarding Agency and Project Detail Description:					
Illinois Environmental Protection Agency, Lead Service Inventory Line Grant Program Round 4, 23-3017-03					
This project assists with funding of a Complete Lead Service Line Inventory meeting the inventory requirements of Section 17.12 of the Illinois Environmental Protection Act 415 ILCS 5/17.12.					
Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.					
Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?					
Yes ☐	If Yes, must answer Q2 below.	No ☒	If No, you are not required to provide data.		
Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?					
Yes ☒		No ☐	If No, you must provide the data. Please fill out the rest of this form.		
Please provide names and total compensation of the top five officials:					
Name:				Amount:	
Name:				Amount:	
Name:				Amount:	
Name:				Amount:	
Name:				Amount:	



State of Illinois
Lead Service Line Inventory - UNIFORM GRANT BUDGET TEMPLATE

6). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Delete Rows	
		Add	Delete
Hydro Excavating Contractor (266 locations at approximately \$150 per location)	\$40,000.00		
State Total	\$40,000.00		
		Add	Delete
Non-State Total			
Total Contractual Services	\$40,000.00		
Contractual Services Narrative (State): Through competitive bidding process, the Village will seek bids to hydro-excavate 266 service throughout the Village to verify assumed material type. Estimated cost for hydro-excavated service is approximately \$150 per site.			
Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")			



State of Illinois
Lead Service Line Inventory - UNIFORM GRANT BUDGET TEMPLATE

Budget Narrative Summary—When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	Lead Service Line Inventory Grant Funds	Non-State of Illinois Funds	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual Services	\$40,000.00		\$40,000.00
7. Consultant (Professional Services)			
8. Construction			
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
Lead Service Line Inventory Grant Funds Request	\$40,000.00		
Non-State of Illinois Funds Amount			
TOTAL PROJECT COSTS			\$40,000.00



State of Illinois
Lead Service Line Inventory - UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: Village of Bensenville

Notice of Funding
Opportunity (NOFO) Number: Round 4

Unique Entity Identification (UEI) Number (enter numbers only): K1NWWDFP9GD5

Catalog of State Financial Assistance (CSFA) Number: 532-60-3017

CSFA Short Description: Lead Service Line Inventory Grant Program

Fiscal Year(s):

Initial Budget Request Amount:

Prior Written Approval for Expense Line Item:

Statutory Limits or Restrictions:

Checklist:

Final Budget Amount Approved:

Joey Logan-Pugh

Program Approval Name

Max Paller

Fiscal & Administrative Approval Name

Program Approval Signature

Fiscal & Administrative Approval Signature

Date

Date

Budget Revision Approved:

Program Approval Name

Program Approval Signature

Date

Fiscal & Administrative Approval Signature

Fiscal & Administrative Approval Signature

Date

\$200,308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

TYPE:Ordinance**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**September 23, 2025**DESCRIPTION:**

Consideration of an Ordinance Designating Certain Property as Surplus and Authorizing the Disposition of the Same

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

Committee of the Whole

DATE:

September 23, 2025

BACKGROUND:

The Village routinely declares equipment, material, and assets surplus if there is no longer a need for them.

In an effort to clear out items that are no longer useful to the Village business and operations, all departments were asked to determine if any equipment should be declared surplus.

KEY ISSUES:

The identified surplus items are as follows:

QTY	DESCRIPTION	VIN / SERIAL NUMBER
1	Vehicle #266 – 2000 John Deere 410E Backhoe	TO410EX892737
1	Vehicle #302 – 2022 Ford Explorer SUV	1FM5K8AB1NGB81425
1	Vehicle #303 – 2020 Ford Explorer SUV	1FM5K8ABXLGD18360
1	Vehicle #308 – 2020 Ford Explorer SUV	1FM5K8AB3LGD18362
1	Vehicle #310 – 2020 Ford Explorer SUV	1FM5K8AB5LGD18363

This equipment will be disposed of in the most economic and responsible manner.

ALTERNATIVES:

Discretion of the Committee of the Whole.

RECOMMENDATION:

Staff recommends approval of the Ordinance designating certain property as surplus and authorizing the disposal, sale or environmentally disposing these items.

BUDGET IMPACT:

Proceeds from the sale of the surplus equipment will be deposited in the appropriate revenue funds.

ACTION REQUIRED:

Approval of an Ordinance Designating Certain Property as Surplus and Authorizing the Disposal.

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

ORD - Surplus Equipment - September 2025 (with attachments)

9/15/2025

Ordinance

ORDINANCE NO. _____

**AN ORDINANCE DESIGNATING CERTAIN PROPERTY AS SURPLUS
AND AUTHORIZING THE DISPOSITION OF THE SAME**

WHEREAS, the Provisions of the Illinois Municipal Code (65 ILCS 5/11-76-4) authorize the sale, donation, or other disposition of surplus personal property when in the opinion of a majority of the corporate authorities the continued ownership of such personal property by the municipality is no longer necessary to, useful to or in the best interest of the municipality, and

WHEREAS, the Corporate Authorities of the Village of Bensenville have determined that the continued ownership by the Village of the property identified in Exhibit A is no longer necessary to, useful to or in the best interest of the Village of Bensenville, and authorize and direct the disposition thereof in accordance with the terms herein set forth.

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

SECTION ONE: RECITALS. The foregoing recitals are hereby incorporated into this Ordinance as if fully set forth herein.

SECTION TWO: DECLARATION AS SURPLUS; AUTHORIZATION OF DISPOSITION. The aforementioned property is hereby declared to be surplus, and the continued ownership thereof is determined to be no longer necessary to, useful to, or otherwise in the best interest of the Village, and the Department of Public Works is hereby authorized and directed to dispose of them by sale, auction, or donate, and if not accepted thereby, then by such other means of disposition as may be deemed expedient.

SECTION THREE: SEVERABILITY. That the various provisions of this Ordinance are to be considered severable and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION FOUR: CONFLICTS. All prior Ordinances and Resolutions, or parts thereof in conflict or inconsistent with this Ordinance are hereby expressly repealed only to the extent

of such conflict or inconsistency.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, dated September 30, 2025.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

EXHIBIT A

QTY	DESCRIPTION	VIN / SERIAL NUMBER
1	Vehicle #266 – 2000 John Deere 410E Backhoe	TO410EX892737



QTY	DESCRIPTION	VIN / SERIAL NUMBER
1	Vehicle #302 – 2022 Ford Explorer SUV	1FM5K8AB1NGB81425



EXHIBIT A

QTY	DESCRIPTION	VIN / SERIAL NUMBER
1	Vehicle #303 – 2020 Ford Explorer SUV	1FM5K8ABXLGD18360



QTY	DESCRIPTION	VIN / SERIAL NUMBER
1	Vehicle #308 – 2020 Ford Explorer SUV	1FM5K8AB3LGD18362



EXHIBIT A

QTY	DESCRIPTION	VIN / SERIAL NUMBER
1	Vehicle #310 – 2020 Ford Explorer SUV	1FM5K8AB5LGD18363



TYPE:Resolution**SUBMITTED BY:**Chris Dusza**DEPARTMENT:**Public Works**DATE:**September 23, 2025**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Purchase Order to Roesch Ford for the Purchase of Community and Economic Development and Police Vehicles in the Not-to-Exceed Amount of \$98,431

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

COW

DATE:

September 23, 2025

BACKGROUND:

The proposed draft CY2026 budget includes a 2025 Ford Escape PHEV vehicle with standard options for the replacement of the existing vehicle #554 for Community and Economic Development. Roesch Ford has the exact vehicle staff planned to purchase in 2026, available now on their lot. Staff would like to move forward and purchase this vehicle now, rather than wait and place an order that will take over six months to arrive.

Police Vehicle 302 was involved in an accident and totaled. The insurance company is reviewing and will provide a settlement with the claim. The 2025 Ford Explorer SUV is a replacement. This vehicle was already purchased as an emergency replacement, and we are seeking approval for the purchase.

KEY ISSUES:

By way of our agreement with Roesch Ford of Bensenville to provide the Village with State purchase vehicles at or below State Bid pricing, the cost of the vehicles is as follows:

Vehicle Make / Model	Vehicle ID	Cost
2025 Ford Explorer SUV	302	\$54,793
2025 Ford Escape PHEV	554	\$43,638
Total		\$98,431

ALTERNATIVES:

Discretion of the Committee of the Whole.

RECOMMENDATION:

Staff recommends approval of the Resolution Authorizing the Execution of a Purchase Order to Roesch Ford for the Purchase of Community and Economic Development and Police Vehicles in the Not-to-Exceed Amount of \$98,431.

BUDGET IMPACT:

The CY25 Capital Investment Plan includes funds in the amount of \$910,000 in Account Number 31580490 595000.

Both vehicles are unbudgeted and will be included as part of a future budget amendment.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Purchase Order to Roesch Ford for the Purchase of Community and Economic Development and Police Vehicles in the Not-to-Exceed Amount of \$98,431.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
RES - 2025- Roesch Ford Purchase	9/15/2025	Resolution Letter
Roesch Ford	9/12/2025	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER TO
ROESCH FORD FOR THE PURCHASE TWO (2) VEHICLES IN THE NOT-TO-
EXCEED AMOUNT OF \$98,431**

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

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

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

WHEREAS the Village is seeking replacement of vehicle #302 and #554, and

WHEREAS both vehicles are unbudgeted and will be included as part of a budget amendment, and

WHEREAS as part of our agreement with Roesch Ford of Bensenville, they provide the vehicles to the Village at the lowest government pricing available, and

WHEREAS Roesch Ford has provided costs for the following vehicles including purchase and delivery of one (1) 2025 Ford Explorer SUV and one (1) 2025 Ford Escape PHEV Hybrid in the amount of \$98,431.

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 use of 2025 Budget Funds for this Resolution.

SECTION THREE: The Village Board authorizes and approves the attached Resolution Authorizing the Execution of a Purchase Order to Roesch Ford for the Purchase of Community and Economic Development and Police Vehicles in the Not-to-Exceed Amount of \$98,431.

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

SECTION SIX: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated September 30, 2025.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

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



*Truck
Center*

Buyer Village of Bensenville
Co-Buyer _____
Street 12 S Center St
City, St, Zip Bensenville, IL, 60106 County DuPage
Phone 630-350-3433 Fax _____ Date 08/20/25
Contact Chris Dusza Email cdusza@bensenville.il.us

MAKE Ford	MODEL Escape	COLOR Star White Metallic	STK# 24-8439	YEAR 2025
BODY STYLE SUV	TYPE OF SALE Cash	SALESPERSON Alex Reynolds	VIN# 1FMCU0E19SUB05016	

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

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

Signature of Customer _____

Ford Escape PHEV Hybrid FWD / 2.5L I-VCT ATK I-4 Hybrid Engine / ECVT Transmission / 106.7" Wheel	\$40,750.00
225/60R18 100H A/S BSW Tires / Front & Rear Floor Liners w/o Carpeted Mats	
Star White Metallic (Only White Option) / Partial Vinyl & Cloth Seats	

VEHICLE PAYOFF INFORMATION			TOTAL CASH SALE PRICE	\$40,750.00
COMPANY			Trade-in Value	\$0.00
			Sub-Total	\$40,750.00
ADDRESS			Electronic Registration Tax	\$0.00
			Sales tax	\$0.00
			License & Title	\$173.00
			Drive Away	\$0.00
PHONE			Documentation	\$0.00
			Safety Inspection	\$0.00
CONTACT			Cook County Use Tax (1.00%)	\$0.00
			Add Payoff	\$0.00
ACCOUNT# _____ GOOD UNTIL _____			TOTAL CASH DELIVERED PRICE	\$40,923.00
YEAR	MODEL	MAKE	Extended Service Plan	\$2,715.00
BODY STYLE	SERIAL #			
1) This agreement is subject to the additional terms and conditions on the back of this order 2) No other agreement, verbal or otherwise, will be honored. Read this order on both sides to avoid any misunderstandings 3) Sales Tax to be calculated based on IL state tax law in effect at time of delivery			Rebate	\$0.00
			Deposit Receipt	
			C.O.D.	\$43,638.00
			Contract	
I AGREE TO THE TERMS & CONDITIONS HEREIN		SALES ASSOCIATE	APPROVED BY	



THIS BUYER'S ORDER IS FOR THE FOLLOWING ☒ NEW ☐ USED ☐ CAR ☒ TRUCK ☐ DEMO TO BE DELIVERED ON OR ABOUT 09/03/2025

[illegible]

VIN	DEALER INSTALLED OPTIONS OR SERVICES	
N/A		N/A

N/A	N/A	N/A	SELLING PRICE	34508.00
OWNER N/A	LOAN # N/A		LESS: GROSS TRADE ALLOWANCE	N/A

N/A		N/A		LESS: GROSS TRADE ALLOWANCE		N/A	
LIENHOLDER		PHONE		CASH DIFFERENCE		54562 00	

N/A	N/A	CASH DIFFERENCE	54568.00
ADDRESS	SPOKE WITH	DOCUMENTARY SERVICE FEE	

N/A	N/A	DOCUMENTARY SERVICE FEE	N/A
AMOUNT	GOOD TILL	VERIFIED BY	

N/A	N/A	VERIFIED BY	OPTIONAL ERT FEE	35.00
TRADE IN RECORD 2				

TRADE IN RECORD 2				TAXABLE TOTAL		54603.00
YR.	MAKE	MODEL	TYPE			
N/A	N/A	N/A	N/A			

N/A		N/A		N/A		N/A		SALES TAX		N/A	
COLOR		TRIM		MILEAGE							
N/A		N/A		N/A							

N/A	N/A	N/A		N/A
VIN N/A		N/A		N/A

N/A			N/A	N/A
TITLE NO. N/A	PLATE NO.	EXP DATE	COUNTY TAX	N/A

N/A	N/A	EXP. DATE N/A		N/A
OWNER		LOAN #	N/A	N/A

N/A	N/A	N/A	N/A
LIENHOLDER	PHONE	STATE LICENSE AND TITLE	XX NEW

LIST HOLDER N/A	PHONE N/A	STATE LICENSE AND TITLE	NEW TRANSFER ☐	190.00
ADDRESS	CHECK WITH	SUB TOTAL		

ADDRESS N/A	SPOKE WITH N/A	SUB-TOTAL	54793.00
AMOUNT		DEPOSIT AMOUNT	

AMOUNT	GOOD TILL	VERIFIED BY	DEPOSIT / DOWNPAYMENT	
N/A	N/A	N/A		N/A
			CASH DUE OR AMOUNT	

COLLISION COVERAGE		CASH DUE OR AMOUNT FINANCED ON DELIVERY	54793.00
NAME OF AGENT	PHONE		

PHONE	*ESTIMATED BALANCE OWED ON TRADE	
ADDRESS		N/A

POLICY NUMBER	COLLISION DEDUCTIBLE	N/A	N/A
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INSURANCE CO	SPoke WITH	BALANCE DUE DEALER	54793.00
--------------	------------	--------------------	----------

INSURANCE CO.		SPOKE WITH	54/93.00
EFFECTIVE DATE	EXP. DATE	REVIEWED BY	DEALER INSTALLED OPTIONS OR SERVICES

EFFECTIVE DATE	EXP. DATE	VERIFIED BY	N/A
----------------	-----------	-------------	-----

*Purchaser certifies that the information about the trade-in is correct including odometer information and the year of the vehicle and that the trade-in is not now	N/A
---	-----

N/A

he/she will pay the difference in cash within three days of demand if the payoff information is incorrect, and all outstanding liens are satisfied.

MILEAGE:	MILEAGE:	N/A
----------	----------	-----

<u> </u> (customer initials)	81	N/A	N/A
PURCHASE VEH.		TRADE	N/A

DOCUMENTARY FEE. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2020, WAS \$300. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF \$300, WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

CONSEQUENTIAL AND INCIDENTAL DAMAGES - Purchaser shall not be entitled to receive from any consequential or incidental damages, including but not limited to damages to property, damages for loss of use, loss of profits or income or any other consequential or incidental damages whether liability is based on breach of warranty, contract, product, strict liability or otherwise.

WARRANTIES SELLER DISCLAIMS: If the vehicle you purchased is a new vehicle, unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this agreement, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

if the vehicle you purchased is a used vehicle, unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this agreement, the Seller makes no express warranties on the vehicle, and there will be no implied warranties of fitness for a particular purpose. The vehicle is subject to an implied warranty of merchantability, but only to the extent required by Illinois law. The implied warranty of merchantability expires at midnight of the 15th calendar day after delivery of the vehicle or until the vehicle is driven 500 miles after delivery, whichever is earlier. This implied warranty of merchantability does not extend to damage that occurs after the sale that results from: (1) off-road use; (2) racing; (3) towing; (4) abuse; (5) misuse; (6) neglect; (7) failure to perform regular maintenance; and (8) failure to maintain adequate oil, coolant and other required fluids or lubricants. This provision does not affect any warranties covering the vehicle that the manufacturer or other third party may provide.

This provision does not affect any warranties covering the vehicle that the manufacturer may provide.

FOR USED VEHICLES ONLY

Illinois law requires that this vehicle will be free of a defect in a power train component for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this agreement. "Power train component" means the engine block, head, all internal engine parts, oil pan and gaskets, water pump, intake manifold, transmission, and all internal transmission parts, torque converter, drive shaft, universal joints, rear axle and all rear axle internal parts, and rear wheel bearings. You (the consumer) will have to pay up to \$100 for each of the first 2 repairs if the warranty is violated.

ATTENTION CONSUMER: SIGN HERE ONLY IF THE SELLER HAS TOLD YOU THAT THIS VEHICLE HAS THE FOLLOWING PROBLEM OR PROBLEMS AND YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS:
ATENCIÓN CONSUMIDOR: FIRME AQUÍ SOLAMENTE SI EL VENDEDOR LE HA DICHO QUE EL VEHÍCULO TIENE EL/LOS SIGUIENTE(S) PROBLEMA(S) Y USTED ESTÁ DE ACUERDO EN COMPRAR EL VEHÍCULO SEGÚN ESTOS TÉRMINOS:

1. N/A 2. N/A 3. N/A

1.	2.	3.
N/A	N/A	N/A

Purchaser Signs		Co-Purchaser Signs	
Date		Date	

☐ If this box is checked the following language applies:
The retail buyer hereunder has been informed by the retail seller that his contract will be sold and assigned by the retail seller to

The retail buyer hereunder has been informed by the retail seller that his contract will be sold and assigned by the retail seller to, _____, (a licensed Sales Finance Agency) and that the said Sales Finance Agency has a substantial interest in the business of the retail seller and that pursuant to law the retail buyer may assert all defenses equally against the retail seller and said _____, Sales Finance Agency.

NOTICE FOR PURCHASERS OF NEW PASSENGER VEHICLES

If after a reasonable number of attempts, the authorized Dealer is unable to conform your new vehicle to any of its applicable express warranties, the manufacturer shall either provide you with a new vehicle of like model line, if available, or otherwise a comparable vehicle as a replacement, or accept the return of the vehicle from you and refund to you the full purchase price which you paid for the vehicle less a reasonable allowance for your use of the vehicle.

A presumption that a reasonable number of attempts have been undertaken to conform a new passenger vehicle to its express warranties shall arise where, within 12 months or 12,000 miles after delivery to the original purchaser, whichever occurs first:

1. The same nonconformity has been subject to repair by authorized Dealers four or more times, and such nonconformity continues to exist; or
2. The vehicle has been out of service by reason of repair of nonconformities for a total of 30 or more business days.

Normally, any problems with the sales transaction or the operation of your new vehicle will be resolved by your Dealer's Sales or Service Department. If you should experience any such problems, consult your *Warranty and Owner Assistance Information Booklet* for a description of

COLOR N/A	TRIM N/A	MILEAGE N/A	N/A	N/A
VIN N/A				N/A
TITLE NO. N/A	PLATE NO. N/A	EXP. DATE N/A	COUNTY TAX	N/A
OWNER N/A	LOAN # N/A	N/A		N/A
LIENHOLDER N/A	PHONE N/A	STATE LICENSE AND TITLE		XX NEW TRANSFER ☐ 190.00
ADDRESS N/A	SPOKE WITH N/A	SUB-TOTAL		54793.00
AMOUNT N/A	GOOD TILL N/A	VERIFIED BY N/A	DEPOSIT / DOWNPAYMENT	N/A

COLLISION COVERAGE		CASH DUE OR AMOUNT FINANCED ON DELIVERY	54793.00
NAME OF AGENT	PHONE	*ESTIMATED BALANCE OWED ON TRADE	N/A
ADDRESS		N/A	N/A
POLICY NUMBER	COLLISION DEDUCTIBLE	BALANCE DUE DEALER	54793.00
INSURANCE CO.	SPOKE WITH	DEALER INSTALLED OPTIONS OR SERVICES	
EFFECTIVE DATE	EXP. DATE	VERIFIED BY	N/A

*Purchaser certifies that the information about the trade-in is correct including odometer information and the year of the vehicle and that the trade-in is not now and never has had a "rebuilt" or "salvage" title. Purchaser further certifies that he/she will pay the difference in cash within three days of demand if the payoff information is incorrect, and all outstanding liens are satisfied.

(customer initials)	MILEAGE: 81	MILEAGE: N/A
	PURCHASE VEH.	TRADE

DOCUMENTARY FEE. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2020, WAS \$300. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF \$300, WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

CONSEQUENTIAL AND INCIDENTAL DAMAGES - Purchaser shall not be entitled to receive from any consequential and incidental damages, including but not limited to damages to property, damages for loss of use, loss of profits or income or any other consequential or incidental damages whether liability is based on breach of warranty, contract or tort, strict liability or any other statutory or common law theory of liability.

WARRANTIES SELLER DISCLAIMS: If the vehicle you purchased is a new vehicle, unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this agreement, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

If the vehicle you purchased is a used vehicle, unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this agreement, the Seller makes no express warranties on the vehicle, and there will be no implied warranties of fitness for a particular purpose. The vehicle is subject to an implied warranty of merchantability, but only to the extent required by Illinois law. The implied warranty of merchantability expires at midnight of the 15th calendar day after delivery of the vehicle or until the vehicle is driven 500 miles after delivery, whichever is earlier. This implied warranty of merchantability does not extend to damage that occurs after the sale that results from: (1) off-road use; (2) racing; (3) towing; (4) abuse; (5) misuse; (6) neglect; (7) failure to perform regular maintenance; and (8) failure to maintain adequate oil, coolant and other required fluids or lubricants. This provision does not affect any warranties covering the vehicle that the manufacturer may provide.

FOR USED VEHICLES ONLY

Illinois law requires that this vehicle will be free of a defect in a power train component for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this agreement. "Power train component" means the engine block, head, all internal engine parts, oil pan and gaskets, water pump, intake manifold, transmission, and all internal transmission parts, torque converter, drive shaft, universal joints, rear axle and all rear axle internal parts, and rear wheel bearings. You (the consumer) will have to pay up to \$100 for each of the first 2 repairs if the warranty is violated.

ATTENTION CONSUMER: SIGN HERE ONLY IF THE SELLER HAS TOLD YOU THAT THIS VEHICLE HAS THE FOLLOWING PROBLEM OR PROBLEMS AND YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS:

ATENCIÓN CONSUMIDOR: FIRME AQUÍ SOLAMENTE SI EL VENDEDOR LE HA DICHO QUE EL VEHÍCULO TIENE EL/LOS SIGUIENTE(S) PROBLEMA(S) Y USTED ESTÁ DE ACUERDO EN COMPRAR EL VEHÍCULO SEGÚN ESTOS TÉRMINOS:

1. N/A	2. N/A	3. N/A
X N/A	N/A	X N/A
Purchaser Signs	Date	Co-Purchaser Signs

☐ If this box is checked the following language applies:
The retail buyer hereunder has been informed by the retail seller that his contract will be sold and assigned by the retail seller to, _____, (a licensed Sales Finance Agency) and that the said Sales Finance Agency has a substantial interest in the business of the retail seller and that pursuant to law the retail buyer may assert all defenses equally against the retail seller and said _____, Sales Finance Agency.

NOTICE FOR PURCHASERS OF NEW PASSENGER VEHICLES

If after a reasonable number of attempts, the authorized Dealer is unable to conform your new vehicle to any of its applicable express warranties, the manufacturer shall either provide you with a new vehicle of like model line, if available, or otherwise a comparable vehicle as a replacement, or accept the return of the vehicle from you and refund to you the full purchase price which you paid for the vehicle less a reasonable allowance for your use of the vehicle.

A presumption that a reasonable number of attempts have been undertaken to conform a new passenger vehicle to its express warranties shall arise where, within 12 months or 12,000 miles after delivery to the original purchaser, whichever occurs first:

- The same nonconformity has been subject to repair by authorized Dealers four or more times, and such nonconformity continues to exist; or
- The vehicle has been out of service by reason of repair of nonconformities for a total of 30 or more business days.

Normally, any problems with the sales transaction or the operation of your new vehicle will be resolved by your Dealer's Sales or Service Department. If you should experience any such problems, consult your *Warranty and Owner Assistance Information Booklet* for a description of the suggested procedures.

Purchaser agrees that this order includes all of the terms and conditions on both the front and back side hereof and that this Agreement cancels and supersedes any prior agreement including oral agreements.

APPROVED BY	PURCHASER'S SIGNATURE
	X
	CO-PURCHASER'S SIGNATURE
	X N/A

Purchaser agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, with any retail installment sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement.

If Purchaser is buying the Vehicle for cash (this includes a Purchaser arranging his or her own financing from a party other than dealer), this Agreement is not binding upon either Dealer or Purchaser until signed by an authorized Dealer representative.

If Purchaser is buying the Vehicle in a credit sale transaction with Dealer evidenced by a signed retail installment sale contract, this Agreement is binding when the retail installment sale contract is signed, but will not remain binding if a third party finance source does not agree to purchase the retail installment sale contract executed by Purchaser and Dealer based on this Agreement. See paragraph 13 on the other side of this Agreement.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this Agreement, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X	Co-Buyer Signs X
PURCHASER HAS READ ALL PAGES OF THIS AGREEMENT AND AGREES TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.	
PURCHASER SIGNS X	DATE 09/03/2025
CO-PURCHASER SIGNS X	DATE N/A
MANAGER'S APPROVAL	DATE 09/03/2025
(Must Be Accepted By An Authorized Representative of the Dealer)	

NO PUBLIC LIABILITY INSURANCE ISSUED WITH THIS TRANSACTION

TYPE:Informational**SUBMITTED BY:**Lisa Lucht**DEPARTMENT:**Public Works**DATE:**September 23, 2025**DESCRIPTION:**Informational Item Regarding the Development of a Fats, Oil, and Grease Management Program***SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:***

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

COMMITTEE ACTION:

Committee of the Whole

DATE:

September 23, 2025

BACKGROUND:

The Village of Bensenville owns and operates the sanitary sewer collection system and wastewater treatment plant. The purpose of a Fats, Oil, and Grease (FOG) Management Program is to control wastewater discharges that may interfere with the operation of the system, cause blockage of sanitary sewer pipes, interfere with normal operation of pumps and their controls, and contribute wastewater that is beyond the treatment capability of the wastewater treatment plant.

The intent of a FOG Management Program is to authorize Village Staff to establish procedures and guidelines to regulate fats, oil, and grease containment during Food Service Establishment operations and routine maintenance required for grease interceptors.

KEY ISSUES:

Staff recommends the development of a Fats, Oil, and Grease Management Program.

Pretreatment Coordinator Lisa Lucht will present some background, define the need for a FOG Program, layout our plan for implementation.

ALTERNATIVES:

Discretion of the Committee of the Whole.

RECOMMENDATION:

Recommendation for staff to move forward with the development of a Fats, Oil, and Grease (FOG) Management Program.

BUDGET IMPACT:

There is no cost to develop a Fats, Oil, and Grease Management Program. Better management of Fats, Oil, and Grease by the food service establishments may reduce blockages and therefore may reduce time consuming maintenance of the sanitary sewer collection system and backups which may directly impact residents.

ACTION REQUIRED:

Discretion of the Committee.

TYPE:Resolution**SUBMITTED BY:**Todd Finner**DEPARTMENT:**Recreation**DATE:**September 23, 2025**DESCRIPTION:**

Consideration of a Resolution Authorizing a Facility Usage License Agreement with 200 x 85, LLC for the World Invite Youth Hockey Tournament.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:**DATE:**

September 23, 2025

BACKGROUND:

The Village has encouraged 200 X 85, LLC to use the Edge Ice Arenas as one of the host sites for the 2025 World Invite youth hockey tournament. This tournament will feature teams from around North America. The event will take place from November 7th - 9th, 2025.

KEY ISSUES:

The Resolution presented approves a Facility Usage License Agreement with 200 X 85, LLC. The agreement will cover any and all ice times reserved by 200 X 85 at the Edge over the November 7 - 9 weekend. This event will bring our community an increase in visitor spending to restaurants, hotels, concessions, pro-shop and an increase in tax revenue.

ALTERNATIVES:

- Discretion of the Committee of the Whole

RECOMMENDATION:

Staff recommends approval of the Resolution Authorizing a Facility Usage License Agreement with 200 x 85 for the World Invite Youth Hockey Tournament.

BUDGET IMPACT:

This Agreement will provide the Village with revenues in the form of license fees, amusement tax and increased concession sales commissions. Total resulting revenues are in excess of \$32,500 for license fees and amusement tax. These revenues are included in the 2025 annual budget.

ACTION REQUIRED:

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

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

Resolution

9/11/2025

Resolution Letter

Agreement

9/11/2025

Exhibit

RESOLUTION NO.

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 30th day of September, 2025.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage License (hereinafter "License") is made and entered into as of this 27th day of June, 2025, by and between the VILLAGE OF BENSENVILLE ("Licensor," "Village") and 200 X 85 Holdings, LLC, ("Licensee") (Licensee and Licensor collectively referred to as the "Parties") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS ("Arena").

I. RECITALS

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

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

II. LICENSE

1. Term.

The Term of this License shall commence on November 7, 2025 and shall continue for a period of one (1) weekend (the "Term") until November 9, 2025. If agreement remains unsigned beyond July 15, 2025, then such agreement shall be deemed null and void.

2. Usage.

- a. **Ice Time.** During the Term, Licensee shall purchase from Licensor pursuant to the schedule set forth in "Exhibit C," attached hereto.
- b. **Exchange of Ice Time.** Licensee may exchange the ice time specifically listed in "Exhibit C" for other available of unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensor, at Licensor's sole discretion. All exchanges must be approved verbally, or in writing, by the Director of Recreation and Community Programming or designee, forty-eight (48) hours prior to the earlier of ice times.
- c. **Age Specifications.** This licence shall be limited to boys age levels 12 and under or younger.
- d. **Preempted Ice.** Licensor reserves the right, within not less than fourteen (14) days prior to scheduled ice time, and upon verbal or written notice, to preempt Licensee's use of the Arena.

3. Scope

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

4. Payment

- a. Licensor shall invoice Licensee for all charges due and owing the following month. All invoiced amounts shall become due and owing on November 1, 2025.
- b. The invoiced amount shall be based upon the following hourly rate of \$381.10 per hour. All hours shall be charged at the specified rate together with a five (5%) amusement tax assessment.
- c. A five (5%) percent monthly late fee will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.)(a.), above. A Fifty Dollar (\$50.00)-fee above the face amount of a check will be charged for all checks that are not paid, returned, and/or must be resubmitted for collection, regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.
- d. The Village of Bensenville amusement tax, then in effect, shall be assessed against the full amount of each hourly ice charge. The amusement tax is currently five percent (5%) at the signing of this License
- e. Upon Licensee's failure to pay any sums due hereunder by the required payment deadline of November 1, 2025 as required by any part herein, Licensor reserves the right to sell

Licensee's ice time, in whole or in part. However, Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.

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

5. Taxes.

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

6. Reservation of Rights.

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

7. Duties of Licensee.

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

- g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.
- h. Licensee's players, hockey directors, instructors and bench coaches shall vacate ice surfaces promptly after the end of each ice time session and at each resurfacing. Licensee shall be responsible for ensuring that none of Licensee's employees, agents, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open.
- i. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of:
 - ☐ USA Hockey
 - ☐ Amateur Hockey Association of Illinois
- j. Licensee shall notify Licensor of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
- k. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to licensor within a reasonable time after they have been executed.
- l. Licensee shall indicate on "Exhibit D" which additional facilities they would like to rent. In the event that Licensee would like to rent vendor space, please indicate the name of the vendor and product(s) the vendor will be selling.
- m. In the event that Licensee is renting vendor space then Licensee shall be required to indicate the desired location of each vendor space on the facility drawings located on "Exhibit E". Vendors not listed on "Exhibit D" and located on the drawings on "Exhibit E" will not be permitted access to the facility.
- n. Licensee shall be responsible for ensuring that participating teams, participants, spectators, officials and vendors have been notified that all outside food, beverage and alcohol will not be permitted within the premises. Participating teams, participants, spectators, officials and vendors shall be directed to Bella Vista Catering at bellavistabanquets@outlook.com for all food and beverage requirements.

8. Duties of Licensor.

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

herein. Failure of Licensor to remedy any such breach shall result in termination of this License at Licensee's option.

9. Assumption of Risk.

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

10. Insurance.

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

11. Waiver of Claims; Indemnification.

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

12. Termination.

- a. Subject to the conditions set forth in Article (4.), above, Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.

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

13. Excuse of Performance.

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

14. Arena.

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

15. Miscellaneous.

- a. **Assignment.** This License may be assigned by Licensee, with Licensor's prior written consent provided that the assignment is to: 1) any member organization of the Amateur Hockey Association of Illinois, which at the time of assignment is in good standing with that association; and, 2) Licensee is current in all amounts owing to Licensor.
- b. **Amendments.** No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensor.
- c. **Entire License.** This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.

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

16. Notice.

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

i. For Licensor:
Village of Bensenville
Attn: Evan Summers, Village Manager
735 E. Jefferson Street
Bensenville, Illinois 60106
esummers@bensenville.il.us

and

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

- ii. For Licensee:

200 X 85 Holdings, LLC
Justin Lewandowski
Vice President, Hockey Operations
6690 South Rte 53
Woodridge, IL 60517

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

VILLAGE OF BENSENVILLE

LESSEE

By: _____
Daniel Schulze, Village Manager

By: _____

Attest: _____
Corey Williamsen, Deputy Village Clerk

Its: VP Hockey ops

EXHIBIT A

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

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

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

Signature of participant

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

Date

EXHIBIT B

LOCKER ROOM AND ARENA RULES AND REGULATIONS

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

Edge Ice Arenas Rules

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

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

Date _____ Team and Association _____

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

Time of day key is checked out _____

Responsible party printed name _____

NOTE EXISTING DAMAGE _____

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

Responsible party signature _____

Witness (Edge Staff) _____

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

**Reason for non-acceptance _____

Employee name that inspected locker room and received key _____

Time of day key returned _____

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

Price List for Damages

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

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

EXHIBIT C

ICE TIME SCHEDULE

A. Scheduled Ice Slots

Licensee hereby agrees to purchase from the ice arena the specified hours set forth in the following schedule.

Day	Date	Start	End	Rink
Friday	11/7	7:00 AM	10:00 PM	Edge on Jefferson East
Friday	11/7	7:00 AM	07:50 PM	Edge on Jefferson West
Friday	11/7	7:00 AM	10:00 PM	Edge on John
Saturday	11/8	7:00 AM	10:00 PM	Edge on Jefferson East
Saturday	11/8	7:00 AM	07:50 PM	Edge on Jefferson West
Saturday	11/8	7:00 AM	10:00 PM	Edge on John
Sunday	11/9	7:00 AM	12:15 PM	Edge on Jefferson East
Sunday	11/9	7:00 AM	03:15 PM	Edge on Jefferson West

Exhibit D

Other facility rental fees and responsibilities

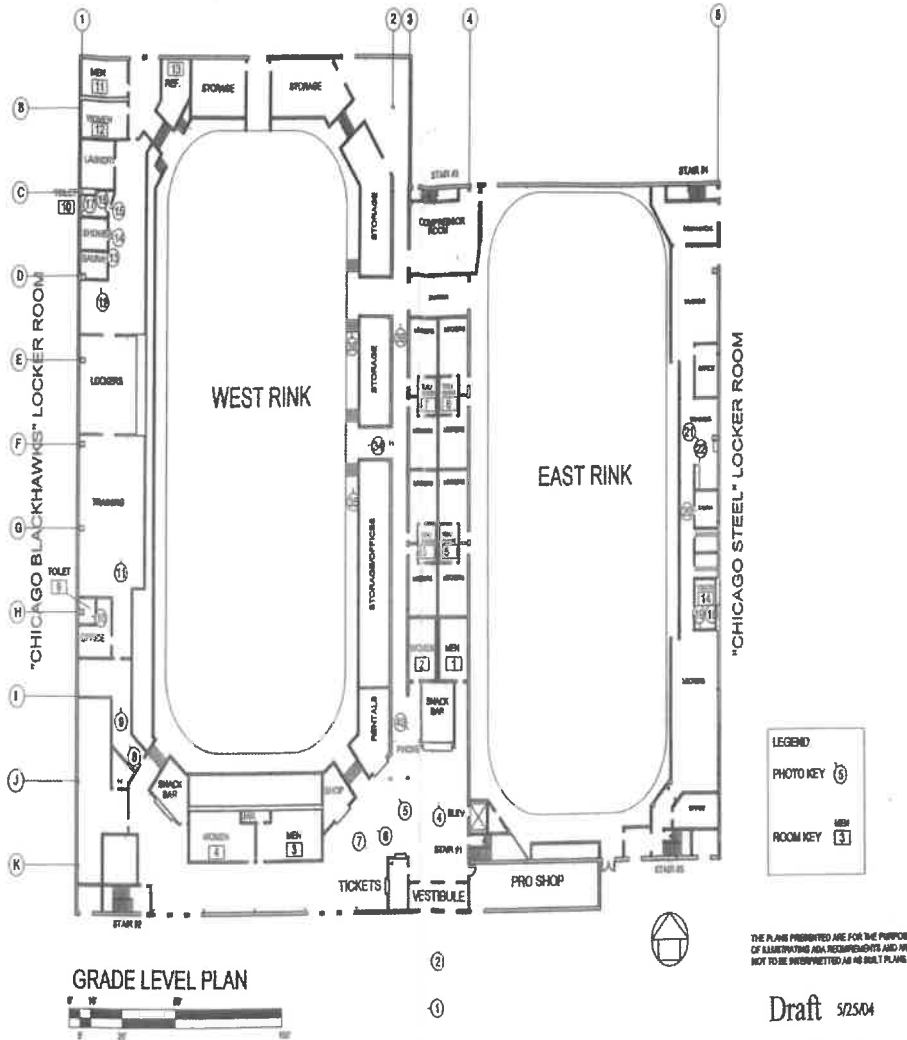
The Edge Ice Arenas has a number of different facilities available for rent in addition to just ice rental. Listed below are other areas of that can be rented out as a means to enhance your program content. Please understand that there is a deposit and a rental fee charge one of these facilities. A post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

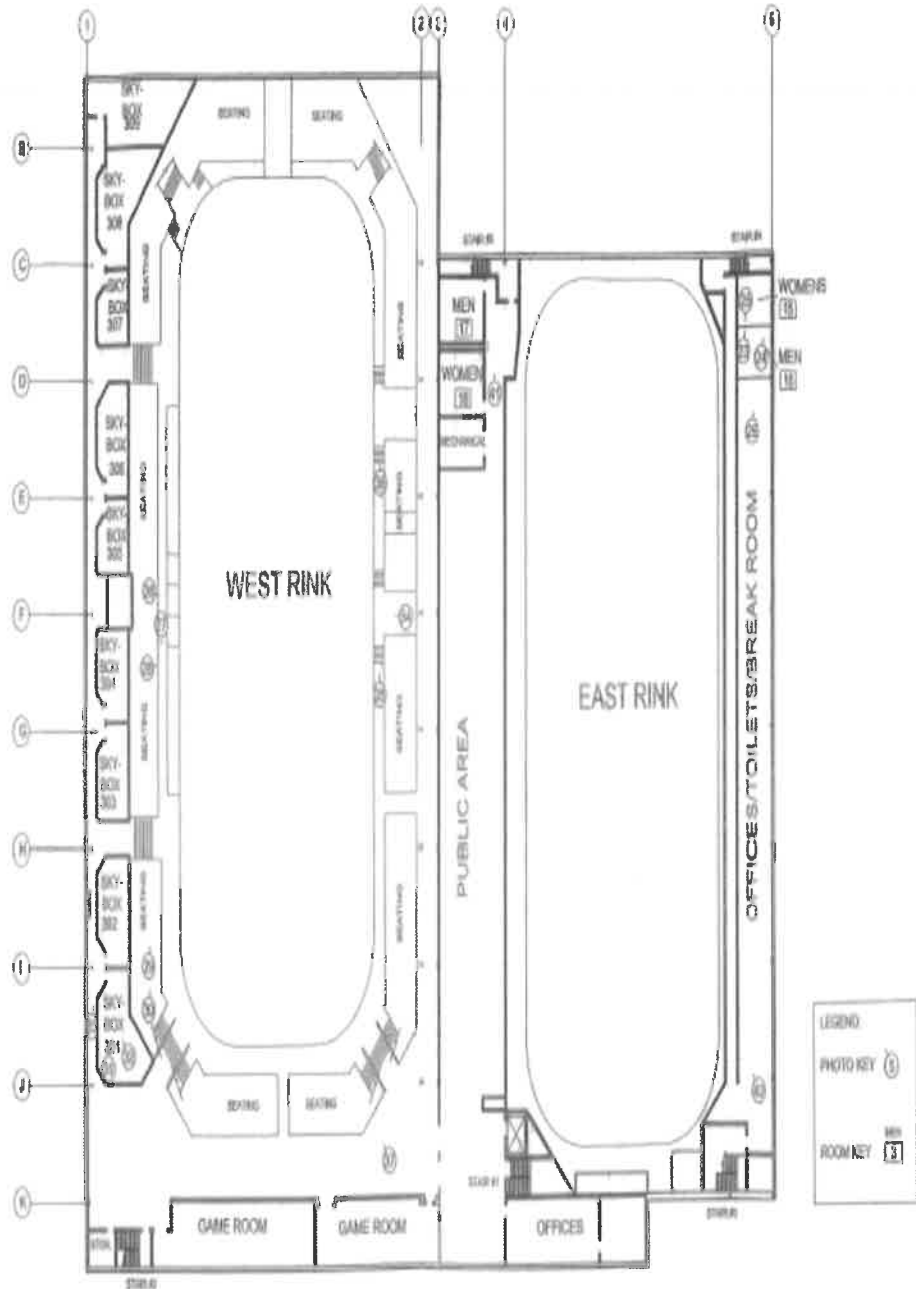
Rental Facility	Cost	Please check if required
AHAI Meeting Rooms Maximum occupancy of 30 people per room	\$150/day/room	
West Rink Party Room Maximum occupancy of 15 people per room	\$50/day	
Blue Line Club Bar Maximum occupancy of 20 people per room	\$100/day	
John Street Ballet Room Maximum occupancy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

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

Exhibit E

Vendor Space Designations (Please indicate your desired location)





UPPER LEVEL PLAN



THE EDGE II ICE ARENA
BENSENVILLE, ILLINOIS

THE PLANS PRESENTED ARE FOR THE PURPOSE
OF ILLUSTRATING AND DESCRIBING THE ARENA
NOT TO BE INTERPRETED AS A BUILT PLAN



Draft 5/25/04

X-2

TYPE:Resolution**SUBMITTED BY:**Todd Finner**DEPARTMENT:**Recreation and Community
Development**DATE:**September 23, 2025**DESCRIPTION:**Consideration of a Resolution Approving an Ice License and Facility Use Agreement with the Chicago Cougars Junior A Hockey Team for 2025-2026**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

COMMITTEE ACTION:**DATE:**

September 23, 2025

BACKGROUND:

Staff has solicited a junior "A" hockey club known as the Chicago Cougars to continue to use the Edge as its home facility for practices and games. The Chicago Cougars play in the United States Premier Hockey League (USPHL) which has grown to over sixty organizations across the United States. The Cougars will field two teams that will compete in the premier league and the elite league, in respective order.

KEY ISSUES:

Listed below are the fundamental terms of this proposed agreement:

- One-year term.
- A minimum of 130 hours of practice time occurring from 3:30 - 4:40 pm on both the East and West rinks.
- Rental of the West rink premium locker room.
- The rights for various marketing opportunities.
- The right to sell Skyboxes at each game.

ALTERNATIVES:

- Do not approve the agreement and lose \$61,740 in guaranteed revenue during non-peak periods.
- Discretion of the Committee of the Whole

RECOMMENDATION:

Staff recommends approval of the Resolution Approving a Ice License and Facility Use Agreement with the Chicago Cougars Junior A Hockey Team for 2025-2026.

BUDGET IMPACT:

Executing this agreement will provide a minimum of \$61,700 in the form of license fees and amusement tax.

ACTION REQUIRED:

Approval of the Resolution Approving a Ice License and Facility Use Agreement with the Chicago Cougars Junior A Hockey Team for 2025-2026.

ATTACHMENTS:**Description**

Resolution

Upload Date

9/11/2025

Type

Resolution Letter

Agreement

9/11/2025

Exhibit

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN ICE ARENA AND FACILITY USAGE LICENSE
AGREEMENT WITH UCANDOIT, LLC DBA Chicago Cougars**

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

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

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

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

WHEREAS, an organization known as UCANDOIT, LLC DBA Chicago Cougars, a Nevada LLC, seeks to acquire a license with the VILLAGE for ice time and use of the ARENA pursuant to the terms and conditions as expressed in a certain Ice Arena and Facility Usage License Agreement; and

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

WHEREAS, President and Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with UCANDOIT, LLC DBA Chicago Cougars.

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

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

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 30th day of September, 2025.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

**VILLAGE OF BENSENVILLE
ICE ARENA AND FACILITY USAGE LICENSE AGREEMENT**

This Ice Arena and Facility Usage License Agreement (hereinafter the “Agreement”) is made and entered into by and between the Village of Bensenville, a municipal corporation (hereinafter the “LICENSOR”) and UCANDOIT, LLC DBA Chicago Cougars, a Nevada Limited Liability Company (hereinafter the “LICENSEE”) (collectively the “Parties”), on the date the Agreement is fully executed by the Parties.

WITNESSETH:

WHEREAS, the LICENSOR owns a public multi-use complex known as The Edge Ice Arena (hereinafter the “Arena”); and

WHEREAS, the LICENSEE owns and operates a hockey team known as the Chicago Cougars and desires to enter into this Agreement with the LICENSOR for a certain license to use the Arena and its facilities; and

WHEREAS, the Parties desire that this Agreement shall set fourth their full and complete understanding of the terms and conditions under which the LICENSEE will schedule and play home games, hold practices, conduct other LICENSEE-sponsored activities, and use certain portions of the Arena as provided for herein.

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are expressly acknowledged, the Parties, each intending to be legally bound, do hereby mutually agree as follows:

TERMS AND CONDITIONS

**ARTICLE I
(DEFINITIONS)**

1.1 Arena. The term “Arena” shall mean the ice surface and related facilities commonly known as The Edge on Jefferson Street Arena, located at 735 Jefferson Street and the Edge on John Street, located at 545 John Street, Bensenville, IL 60106.

1.2 Facilities. The term “Facilities” shall mean the Arena ice surface and Locker Room.

1.3 Hockey Game. The term “Hockey Game” shall mean a competitive sporting event conducted at the Arena that consists of a three-hour period and any necessary overtime play occurring in the pre-season, regular season and post season as scheduled by the League.

1.4 Hockey Season. The term “Hockey Season” shall mean and include all activities taking place at the Arena between September 1 and March 30, as scheduled by the Team, the League and any all-star, play-off or post-season games or tournaments, and in any case shall terminate no later than August 31st of any calendar year.

1.5 Resurfacers. The term “Resurfacers” shall mean a truck-like vehicle used to clean and smooth the surface of the ice rink.

1.6 Resurface Time. The term “Resurface Time” shall mean the time it takes for the Resurfacers to clean and smooth the surface of an ice rink.

1.7 League. The term “League” shall mean and include the U.S. Premier Hockey League (hereinafter the “USPHL”), or any successor or substitute association of hockey teams to which LICENSEE may hereafter belong or become affiliated. LICENSOR’S approval is necessary prior to any league modifications or transformations.

1.8 Locker Rooms. The term “Locker Rooms” shall mean the two (2) locker rooms dedicated for the use of visiting teams and the Premium Locker Room.

1.9 Premium Locker Room. The term “Premium Locker Room” shall mean the Locker Room formerly used by The Chicago Blackhawks and shall include the locker room, trainer’s room, shower area, washrooms, sauna, skate sharpening equipment and laundry room.

1.10 Team Merchandise & Novelties. The term Team “Merchandise & Novelties” shall mean any and all articles of clothing as well as any and all items such as pennants, posters, buttons, sticks, pens, mugs, etc., which bear the name and/or logo of the hockey club operated by LICENSEE, and the name and/or logo of the League.

ARTICLE II (TERM)

2.1 The term of the Agreement shall be one (1) year beginning on September 1, 2025 and shall terminate on August 31, 2026.

ARTICLE III (USE OF THE ARENA)

3.1 Scope of License. Subject to the terms and conditions of this Agreement, LICENSEE is authorized by LICENSOR to use the Arena Ice, Arena Locker Rooms for the purpose of regularly scheduled hockey games, practice sessions, and try-out camps

during the Hockey Season, and for no other purpose whatsoever, without the prior written consent of LICENSOR.

3.2 LICENSEE Payment.

- a. Licensor shall invoice Licensee on the 15th day of each month for all charges due and owing the following month. All invoiced amounts shall become due and owing of the first day of the month following the invoice date.
- b. EXCLUSIVE LOCKER ROOM. For such right as set forth in section 2(b), the Licensee shall pay to the Licensor the following:
 - (i) Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per year for the Jefferson West Premium Locker Room beginning September 1, 2024.
 - (ii) Payment shall be made in equal installments on the following dates: September 1, October 1, November 1, December 1, and January 1 of each year of this license.
- c. ICE TIME. For such right as set forth in section 2(a), the Licensee shall be invoiced based upon the following hourly rates; \$315.00 per hour for all Fall, Winter and Spring season evening and night game ice times, \$257.50 per hour for all daytime practice (hereby defined as the ice time between Labor Day and last day of February) and game ice times and \$285.00 per hour for all Summer season ice times (hereby defined as ice time between June 15 and August 15 of each year) for the first year of the term. Thereafter, the hourly rate shall increase by three percent (3%) per hour for each subsequent year of the License.
- d. A late fee of five percent (5%) per month will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.)(a.), above. The Licensor shall charge Fifty Dollars (\$50.00) in addition to the face amount of a check returned for non-sufficient funds or one which must be resubmitted for payment regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.
- e. The Licensee is also subject to the Licensor's Amusement Tax, and any amendment thereto. The amusement tax is currently five percent (5%) at the signing of this License. Invoices tendered to Licensee shall include the Amusement Tax as a required payment.
- f. Upon Licensee's failure to pay any sums due hereunder, Licensor reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a seven (7)-day cure period. Notwithstanding this right, Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.
- g. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licensor hereby reserves the right to cancel any future

commitments made by Licensor to Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessor's sole option.

- h. Upon Licensee's failure to pay any sums due hereunder, Licensor also reserves the right to prohibit Licensee from taking the ice, without notice, until any past due debts have been satisfied.

3.3 LICENSEE'S Use of the Premium Locker Room. LICENSEE shall use the Premium Locker Room for hockey games and practices. LICENSOR shall provide cleaning services for the Premium Locker Room.

3.4 Repairs and Modifications of Arena Facilities. LICENSEE agrees that it shall pay and be liable for all repairs, improvements, renovations and replacements to any portions of the Arena Facilities, including but not limited to fixtures and equipment made necessary as the result of any LICENSEE-sponsored events. Further, LICENSEE shall be responsible for any and all modifications to Arena Facilities performed by LICENSEE without the prior written consent of the LICENSOR. In the event of any such modifications, LICENSEE shall, at its expense, return modified Arena Facilities to their condition existing prior to LICENSEE'S use.

3.5 LICENSEE game and practice times are pursuant to the schedule set forth in "Exhibit A". In general, LICENSEE will practice every day, Monday through Thursday for two- and one-half (2.5) hours at times beginning no earlier than 9:30 am and ending no later than 3:10 pm. LICENSEE recognizes that LICENSOR has existing License Agreements with other organizations which also schedule practice and game times in the Arena, thus available ice times provided for herein are subject to existing License Agreements.

ARTICLE IV (STAFFING & SERVICES)

4.1 LICENSEE shall be responsible for appropriate security for each and every LICENSEE hockey game.

4.2 For each LICENSEE Hockey Game, LICENSEE shall be responsible for any additional game operations staff above and beyond the normal requirements of operating an ice arena.

4.3 LICENSEE shall be responsible for appropriate medical/training personnel at each and every LICENSEE hockey game.

ARTICLE V

(PARKING)

5.1 LICENSOR shall make available a minimum of five hundred (500) and a maximum of nine hundred (900) parking spaces to accommodate fans attending LICENSEE hockey games.

ARTICLE VI (SCHEDULING)

6.1 LICENSOR shall attempt to meet the USPHL scheduling requirements, subject to the limitations provided in Section 3.5 of this Agreement. LICENSEE shall provide the scheduling requirements to LICENSOR as soon as they are available.

6.2 LICENSEE understands and agrees that any additional dates, times, and/or rates concerning the use of the Arena must be negotiated with LICENSOR.

6.3 The following persons shall be authorized to schedule ice time with LICENSOR, and make any cancellations binding upon LICENSEE: President or his designee. All such changes must be made in writing by the LICENSEE and approved in writing by the LICENSOR.

ARTICLE VII (SALES AND ADVERTISING)

7.1 Skyboxes.

a. LICENSEE shall have the right to market, promote, license and retain fees associated with the license of eight (8) skyboxes located within the Arena to third-party users for LICENSEE hockey games, provided that any third-party skybox license shall be subject to a written license agreement between LICENSEE and a third-party user requiring that:

1. The third-party user shall purchase a minimum Fifty and 00/100 Dollars (\$50.00) food/beverage order per skybox per game from the Licensor's official food and beverage vendor; and
2. The food/beverage order shall be paid only by credit only. Cash payment will be accepted only upon written request; and
3. The third-party user shall remit to LICENSOR credit card information as security for payment of any food/beverage order, in advance of skybox use, and that said user shall be charged on such security for any food/beverage orders remaining unpaid fourteen (14) calendar days after the date of invoice; and

4. The third-party user shall place order within a forty-eight (48) hour window of the game. Failure to do so within the specified time frame will result in an automatic package order totaling the value of the minimum food order requirement; and
 5. Ten (10) exemptions from the minimum food order will be granted at LICENSEE'S sole discretion but based upon goodwill for any charitable organization; and
 6. The required food/beverage order shall be non-refundable.
- b. LICENSOR shall have the exclusive right to market, promote, license and retain any such fees concerning one (1) skybox located within the Arena to third-party users for LICENSEE hockey games.
- 7.2 Ticket Sales. LICENSEE shall have the right to retain all walk-up and advance ticket sales for LICENSEE Hockey Games.
- 7.3 Advertising and Promotions.
- a. LICENSEE shall have the right to license advertising space on the West Rink dasher boards, the West Rink restroom, the West Rink Stair kick plates, the skybox fronts and the Resurfacers to be used during LICENSEE Hockey Games upon LICENSOR'S right of first refusal. LICENSEE is aware that all advertisements and building modifications must be cleaned and repaired at LICENSEE'S expense, upon conclusion of each operating year, to the condition existing prior to LICENSEE'S use.
 - b. LICENSOR shall have the exclusive right to advertise and promote in and around the Arena during LICENSEE Hockey Games other than areas specified pursuant to this Section.
 - c. The Party that advertises and promotes pursuant to the terms of this Section shall retain all proceeds from such advertising or promotion.
 - d. LICENSEE shall provide the LICENSOR monthly reconciliation reports of gross advertising revenues, commissions, and retainers, with the Parties agreeing to maintain the confidentiality of such reconciliation reports.
- 7.4 Food and Beverage Sales. LICENSOR shall collect and retain all gross proceeds from any food or beverage sales conducted within the Arena.

ARTICLE VIII
(CHICAGO COUGARS PROGRAMS)

8.1 Sale and Revenue. LICENSEE shall have the exclusive rights to produce and sell team and event related publications including but not limited to programs, yearbooks and score books and to retain any and all revenues generated from any such sales.

8.2 Space. LICENSOR shall provide space for LICENSEE to sell such publications at each game throughout the building to include the public stands.

ARTICLE IX (CHICAGO COUGARS MERCHANDISE & NOVELTIES)

9.1 Sale and Revenue. LICENSEE has the exclusive right to sell team merchandise and novelties, and to retain any and all profits from the sale of such team merchandise and novelties.

ARTICLE X (INSURANCE)

10.1 LICENSEE shall secure at its own expense and provide LICENSOR a Certificate of Insurance naming LICENSOR as Additional Named Insured and shall be in such form and amounts (not less than \$3,000,000.00) as are acceptable to the LICENSOR.

ARTICLE XI (INDEMNIFICATION GENERAL)

11.1 Assumption of Risk. LICENSEE accepts and clearly understands that there are inherent and other risks involved in the activities of hockey and/or ice-skating and that injuries are a common and ordinary occurrence of these activities. LICENSEE freely assumes any and all risks to itself, its members, competitors, and/or affiliates while these parties are participating in these activities on the Arenas premises.

11.2 LICENSEE shall defend, and indemnify and hold harmless LICENSOR and its assigns, and its officers, officials, members, agents, from and against all claims, damages liabilities, and expenses, including costs and attorneys fees, arising from bodily injury, and personal injury expenses, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property including loss of the use thereof, arising out of or in consequence of LICENSEE'S performance of this agreement, provided such injuries to persons or damage to property is due to the negligent or intentional acts or omissions of LICENSEE, its officers, members, employees or agents. The provisions under this paragraph, however, shall only apply in proportion to and to the extent of such negligent or intentions acts or omissions.

11.3 LICENSOR shall defend, indemnify and hold harmless LICENSEE, its officers, agents, and employees from and against all claims, damages, liabilities, and expenses, including costs and attorneys fees, arising from bodily injury, personal injury including death at any time resulting there from, sustained by any person or persons or on account of damage to property including loss of use thereof, arising out of or in consequence of LICENSOR'S performance of this Agreement, provided such injuries to persons or damage to property is due top the negligent or intentional acts or omissions of the LICENSOR, its officers, officials, members, employees, or agents. The provisions under this paragraph, however, shall only apply in proportion to and the extent of such negligent or intentional acts or omissions.

ARTICLE XII (TERMINATION/DEFAULT)

12.1 Termination Date. This Agreement shall terminate on August 31, 2026.

12.2 Failure to Pay Fees, Costs, Reimbursements and Expenses. LICENSOR shall serve written notice upon LICENSEE of LICENSEE'S failure to pay any fees, costs, reimbursements and expenses as required under this Agreement. LICENSEE'S failure to pay, in full, any fees, costs, reimbursements and expenses as required under this Agreement, within five (5) calendar days of receipt of such notice, shall be cause for termination of this Agreement without further notice, provided that this remedy of termination shall be in addition to any other remedies provided by law or under this Agreement.

12.3 Other Default. The non-defaulting Party shall serve written notice upon the defaulting Party of a default of any term or condition of this Agreement. Failure to cure such default within thirty (30) calendar days of receipt of such notice shall be cause for termination of this Agreement by the non-defaulting Party without further notice, provided that this remedy of termination shall be in addition to any other remedies provided by law or under this Agreement.

12.4 Attorneys Fees. If any Party institutes any suit or action to enforce its rights hereunder, the prevailing Party in such suit or action shall be entitled to recover from the non-prevailing Party whatever sum the court may award as reasonable attorneys fees and court costs in such suit or action and in any appeals therefrom.

12.5 Jurisdiction and Venue. Any dispute arising from this Agreement shall be resolved in the 18th Judicial Circuit Court, DuPage County, Illinois.

ARTICLE XIII (ASSIGNMENT)

13.1 Neither this Agreement, nor the rights, privileges, duties, nor obligations of the parties hereunder may be assigned or delegated without the prior written consent of all other parties.

ARTICLE XIV
(ENTIRE AGREEMENT)

14.1 This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter herein contained. There are no other agreements or understandings between the parties hereto, whether oral or written, regarding the subject matter hereof, which have not been embodied herein or incorporated herein by reference.

14.2 No rights, benefits, proceeds, revenues, reimbursements or other entitlements of any kind or type, whether arising or existing at the time of or after the execution of this Agreement, other than those specifically granted in this Agreement, shall in any way accrue to the benefit of LICENSEE unless upon the prior written consent of LICENSOR, which consent the LICENSOR may grant or withhold in LICENSOR'S sole discretion for any or no reason.

ARTICLE XV
(SEVERABILITY)

15.1 If any provision of this Agreement shall be waived or be determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain binding and in full force and effect.

ARTICLE XVI
(NOTICE)

16.1 Any and all notices required or permitted to be given hereunder may be given by personal delivery, or by facsimile followed by express mail delivery, or by e-mailing. If personally delivered, notice shall be deemed given when actually received; if by facsimile, notice shall be deemed given when actually received; if by mail, notice shall be deemed given when deposited with the U.S. Postal Service, first class postage prepaid, certified or registered mail return receipt requested, and addressed as follows:

If to LICENSEE:

UCANDOIT, LLC DBA Chicago Cougars, LLC
Pete Olson
4845 167th Street
Oak Forest, IL 60452
peteolson@olson-insurance.com

If to LICENSOR:

Village of Bensenville
Daniel Schulze, Village Manager
12 South Center Street
Bensenville, IL 60106

With a Copy To:

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

ARTICLE XVII
(FURTHER REPRESENTATIONS)

17.1 Authority. The Parties and each of them, by their signatures below, represent and warrant that they each have the full right, power and authority to enter into this Agreement and to perform their obligations hereunder; and this Agreement is valid and binding upon and enforceable against them, their heirs, successors and assigns in accordance with its terms. At the time of execution hereof, the parties and each of them shall provide to the others certified copies of corporate resolutions or other enabling resolutions authorizing execution of this Agreement.

17.2 Contract Interpretation. Each Party represents that they have mutually drafted this Agreement and that the rule of contract interpretation construing a contract against the drafter shall not apply.

17.3 No Third-Party Beneficiaries. The Parties agree that no third-party shall have any rights or benefits under this Agreement.

17.4 Counterparts. The terms of this Agreement are contractual and not a mere recital. This Agreement may be executed by the Parties in one or more counterpart originals, each of which shall be considered part of the same original document.

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VILLAGE OF BENSENVILLE

Attest:

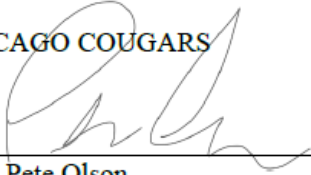
By: Daniel Schulze, Village Manager

Corey Williamsen, Deputy Village
Clerk

Date: _____

Date: _____

CHICAGO COUGARS



By: Pete Olson

Attest:

Secretary

Date: _____

Date: _____

EXHIBIT A
ICE TIME/SCHEDULE

A. Game Ice Slots

To be added upon Licensee request throughout the season, pending availability.

B. Practice Ice Slots

In each annual operating year, Licensee shall be responsible for purchasing certain specified practice ice slots from Licensor. Licensee hereby agrees to purchase from the ice arena no less than the specific hours set forth in the following schedule.

<u>Day</u>	<u>Date</u>	<u>Start</u>	<u>End</u>	<u>Rink</u>
Tuesday	9/2	3:40 PM	04:50 PM	Edge on Jefferson East
Tuesday	9/2	3:50 PM	05:00 PM	Edge on Jefferson West
Wednesday	9/3	3:40 PM	04:50 PM	Edge on Jefferson West
Wednesday	9/3	3:50 PM	05:00 PM	Edge on Jefferson East
Thursday	9/4	3:40 PM	04:50 PM	Edge on John
Tuesday	9/9	3:40 PM	04:50 PM	Edge on Jefferson East
Tuesday	9/9	3:50 PM	05:00 PM	Edge on Jefferson West
Wednesday	9/10	3:40 PM	04:50 PM	Edge on Jefferson West
Wednesday	9/10	3:50 PM	05:00 PM	Edge on Jefferson East
Thursday	9/11	3:40 PM	04:50 PM	Edge on John
Tuesday	9/16	3:40 PM	04:50 PM	Edge on Jefferson East
Tuesday	9/16	3:50 PM	05:00 PM	Edge on Jefferson West
Wednesday	9/17	3:40 PM	04:50 PM	Edge on Jefferson West
Wednesday	9/17	3:50 PM	05:00 PM	Edge on Jefferson East
Thursday	9/18	3:40 PM	04:50 PM	Edge on John
Tuesday	9/23	3:40 PM	04:50 PM	Edge on Jefferson East
Tuesday	9/23	3:50 PM	05:00 PM	Edge on Jefferson West
Wednesday	9/24	3:40 PM	04:50 PM	Edge on Jefferson West
Wednesday	9/24	3:50 PM	05:00 PM	Edge on Jefferson East
Thursday	9/25	3:40 PM	04:50 PM	Edge on John
Tuesday	9/30	3:40 PM	04:50 PM	Edge on Jefferson East
Tuesday	9/30	3:50 PM	05:00 PM	Edge on Jefferson West
Wednesday	10/1	3:40 PM	04:50 PM	Edge on Jefferson West
Wednesday	10/1	3:50 PM	05:00 PM	Edge on Jefferson East
Thursday	10/2	3:40 PM	04:50 PM	Edge on John
Tuesday	10/7	3:40 PM	04:50 PM	Edge on Jefferson East
Tuesday	10/7	3:50 PM	05:00 PM	Edge on Jefferson West
Wednesday	10/8	3:40 PM	04:50 PM	Edge on Jefferson West
Wednesday	10/8	3:50 PM	05:00 PM	Edge on Jefferson East

Thursday	10/9	3:40 PM	04:50 PM	Edge on John
Tuesday	10/14	3:40 PM	04:50 PM	Edge on Jefferson East
Tuesday	10/14	3:50 PM	05:00 PM	Edge on Jefferson West
Wednesday	10/15	3:40 PM	04:50 PM	Edge on Jefferson West
Wednesday	10/15	3:50 PM	05:00 PM	Edge on Jefferson East
Thursday	10/16	3:40 PM	04:50 PM	Edge on John
Tuesday	10/21	3:40 PM	04:50 PM	Edge on Jefferson East
Tuesday	10/21	3:50 PM	05:00 PM	Edge on Jefferson West
Wednesday	10/22	3:40 PM	04:50 PM	Edge on Jefferson West
Wednesday	10/22	3:50 PM	05:00 PM	Edge on Jefferson East
Thursday	10/23	3:40 PM	04:50 PM	Edge on John
Tuesday	10/28	3:40 PM	04:50 PM	Edge on Jefferson East
Tuesday	10/28	3:50 PM	05:00 PM	Edge on Jefferson West
Wednesday	10/29	3:40 PM	04:50 PM	Edge on Jefferson West
Wednesday	10/29	3:50 PM	05:00 PM	Edge on Jefferson East
Thursday	10/30	3:40 PM	04:50 PM	Edge on John
Tuesday	11/4	3:40 PM	04:50 PM	Edge on Jefferson East
Tuesday	11/4	3:50 PM	05:00 PM	Edge on Jefferson West
Wednesday	11/5	3:40 PM	04:50 PM	Edge on Jefferson West
Wednesday	11/5	3:50 PM	05:00 PM	Edge on Jefferson East
Thursday	11/6	3:40 PM	04:50 PM	Edge on John
Tuesday	11/11	3:40 PM	04:50 PM	Edge on Jefferson East
Tuesday	11/11	3:50 PM	05:00 PM	Edge on Jefferson West
Wednesday	11/12	3:40 PM	04:50 PM	Edge on Jefferson West
Wednesday	11/12	3:50 PM	05:00 PM	Edge on Jefferson East
Thursday	11/13	3:40 PM	04:50 PM	Edge on John
Tuesday	11/18	3:40 PM	04:50 PM	Edge on Jefferson East
Tuesday	11/18	3:50 PM	05:00 PM	Edge on Jefferson West
Wednesday	11/19	3:40 PM	04:50 PM	Edge on Jefferson West
Wednesday	11/19	3:50 PM	05:00 PM	Edge on Jefferson East
Thursday	11/20	3:40 PM	04:50 PM	Edge on John
Tuesday	12/2	3:40 PM	04:50 PM	Edge on Jefferson West
Tuesday	12/2	3:40 PM	04:50 PM	Edge on Jefferson East
Wednesday	12/3	3:40 PM	04:50 PM	Edge on Jefferson West
Wednesday	12/3	3:50 PM	05:00 PM	Edge on Jefferson East
Tuesday	12/9	3:50 PM	05:00 PM	Edge on Jefferson West
Wednesday	12/10	3:50 PM	05:00 PM	Edge on Jefferson East
Thursday	12/11	3:40 PM	04:50 PM	Edge on John
Tuesday	1/6	3:40 PM	04:50 PM	Edge on Jefferson East
Tuesday	1/6	3:50 PM	05:00 PM	Edge on Jefferson West
Wednesday	1/7	3:40 PM	04:50 PM	Edge on Jefferson West

Wednesday	1/7	3:50 PM	05:00 PM	Edge on Jefferson East
Thursday	1/8	3:40 PM	04:50 PM	Edge on John
Tuesday	1/13	3:40 PM	04:50 PM	Edge on Jefferson East
Tuesday	1/13	3:50 PM	05:00 PM	Edge on Jefferson West
Wednesday	1/14	3:40 PM	04:50 PM	Edge on Jefferson West
Wednesday	1/14	3:50 PM	05:00 PM	Edge on Jefferson East
Thursday	1/15	3:40 PM	04:50 PM	Edge on John
Tuesday	1/20	3:40 PM	04:50 PM	Edge on Jefferson East
Tuesday	1/20	3:50 PM	05:00 PM	Edge on Jefferson West
Wednesday	1/21	3:40 PM	04:50 PM	Edge on Jefferson West
Wednesday	1/21	3:50 PM	05:00 PM	Edge on Jefferson East
Thursday	1/22	3:40 PM	04:50 PM	Edge on John
Tuesday	1/27	3:40 PM	04:50 PM	Edge on Jefferson East
Tuesday	1/27	3:50 PM	05:00 PM	Edge on Jefferson West
Wednesday	1/28	3:40 PM	04:50 PM	Edge on Jefferson West
Wednesday	1/28	3:50 PM	05:00 PM	Edge on Jefferson East
Thursday	1/29	3:40 PM	04:50 PM	Edge on John
Tuesday	2/3	3:40 PM	04:50 PM	Edge on Jefferson East
Tuesday	2/3	3:50 PM	05:00 PM	Edge on Jefferson West
Wednesday	2/4	3:40 PM	04:50 PM	Edge on Jefferson West
Wednesday	2/4	3:50 PM	05:00 PM	Edge on Jefferson East
Thursday	2/5	3:40 PM	04:50 PM	Edge on John
Tuesday	2/10	3:40 PM	04:50 PM	Edge on Jefferson East
Tuesday	2/10	3:50 PM	05:00 PM	Edge on Jefferson West
Wednesday	2/11	3:40 PM	04:50 PM	Edge on Jefferson West
Wednesday	2/11	3:50 PM	05:00 PM	Edge on Jefferson East
Thursday	2/12	3:40 PM	04:50 PM	Edge on John
Tuesday	2/17	3:40 PM	04:50 PM	Edge on Jefferson East
Tuesday	2/17	3:50 PM	05:00 PM	Edge on Jefferson West
Wednesday	2/18	3:40 PM	04:50 PM	Edge on Jefferson West
Wednesday	2/18	3:50 PM	05:00 PM	Edge on Jefferson East
Tuesday	2/24	3:40 PM	04:50 PM	Edge on Jefferson East
Tuesday	2/24	3:50 PM	05:00 PM	Edge on Jefferson West
Wednesday	2/25	3:40 PM	04:50 PM	Edge on Jefferson West
Wednesday	2/25	3:50 PM	05:00 PM	Edge on Jefferson East
Thursday	2/26	3:40 PM	04:50 PM	Edge on John
Tuesday	3/3	3:40 PM	04:50 PM	Edge on Jefferson East
Tuesday	3/3	3:50 PM	05:00 PM	Edge on Jefferson West
Wednesday	3/4	3:40 PM	04:50 PM	Edge on Jefferson West
Wednesday	3/4	3:50 PM	05:00 PM	Edge on Jefferson East
Thursday	3/5	3:40 PM	04:50 PM	Edge on John

C. Summer Season Ice

TYPE:Resolution**SUBMITTED BY:**Todd Finner**DEPARTMENT:**Recreation**DATE:**September 23, 2025**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Facility Use License Agreement with Goodman Elite Sports Training

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:**DATE:**

9/23/2025

BACKGROUND:

Goodman Elite Sports Training is a tenant within the Edge Ice Arena that works with young athletes to improve their athletic ability for their specific sport. Goodman also performs on-ice training as well as running non-traditional tournaments. Goodman seeks to rent ice time at the Edge over the Christmas break for a Midwest Exposure camp as well as a 3 vs 3 tournament.

KEY ISSUES:

The Edge incurs overhead expenses during non-peak periods. Agreements such as the one in this proposed agreement are vital to offsetting overhead operating expenses.

ALTERNATIVES:

Discretion of the Committee of the Whole.

RECOMMENDATION:

Staff recommends approval of the Resolution Authorizing the Execution of a Facility Use License Agreement with Goodman Elite Sports Training.

BUDGET IMPACT:

This Agreement will provide the Village revenue in the form of facility rental fees and amusement tax. Total revenues resulting from this agreement are \$14,400 and have been included in the 2025 annual budget.

ACTION REQUIRED:

Approval of the Resolution Authorizing the Execution of a Facility Rental Use Agreement with Goodman Elite Sports Training.

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

Resolution

9/11/2025

Resolution Letter

Agreement

9/11/2025

Exhibit

RESOLUTION NO.

**A RESOLUTION APPROVING AN ICE ARENA FACILITY USAGE LICENSE
AGREEMENT WITH GOODMAN ELITE TRAINING**

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

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

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

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

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

WHEREAS, President and Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with GOODMAN ELITE TRAINING.

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

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

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 30th day of September, 2025.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

Redmond Recreational Complex
Edge Ice Arenas
735 East Jefferson Street & 545 John Street
Bensenville, IL 60106
(630) 766-8888



FACILITY RENTAL USE AGREEMENT

CONTACT INFORMATION

Group Name: Goodman Elite Training		
Contact Person: Susan Goodman		Date: 9/4/2025
Mobile Phone: 630-808-2280	E-Mail: sgoodman@goodmanelite.com	
Land Line:		
Address: 735 East Jefferson Street		Apt./Unit:
City/State/Zip Code:	Bensenville, IL 60106	

FACILITY INFORMATION

Facility Rental ☐ Memorial Field ☐ Liberty Field ☐ Soccer/Football Field ☐ West Gazebo ☐ East Gazebo ☐ Ice Arena ☐ Lap Pool ☐ Diving Pool ☐ Ballet Room ☐ AHA! Office ☐ Pavilion ☐ Band Shell ☐ Sky Box ☐ Climbing Wall	Fee: 381.10/hr plus 5% amusement tax. Details:
Date(s) Requesting: see page 6	Time Start: see page 6

PAYMENT/METHOD

Method: Cash Check Debit/Credit Invoice	Total:
Security Deposit:	Total:

NO RESERVATION IS COMPLETE OR BINDING UNTIL ALL FEESHAVE BEEN PAID

SPECIAL REQUEST/INSTRUCTIONS:

Customer shall be invoiced on the 15th of each month for all charges due and owing the following month. All invoiced amounts shall become due and owing on the first day of the month following the invoice date

AGREEMENT OF RESPONSIBILITY

I agree to abide by any and all rules set by the Village of Bensenville and within this Agreement. I agree that I will be responsible for the conduct of my group, which has been granted the use of the above-named facilities. I further agree to reimburse the Village of Bensenville in full for the fee as agreed upon for the use of this facility as well as for any and all damage to the facility as assessed by the Village of Bensenville through its agents or employees following my use of the facility. This includes, but it is not limited to: defacing of property, buildings or structures, or the natural state of the facility or park; failure to fully clean the facility.

Signature: _____ Date: 09/11/2025

OFFICE USE ONLY

Funds Received By:	
Event Facility Rental/Use Agreement Approved By:	Date:

FACILITY RENTAL POLICIES

GENERAL INFORMATION

- The Facility Renter shall be responsible for the condition of the Facility and the conduct of the group using the Facility.
- Facility rental hours shall be as set forth on page 6 of this Agreement.
- Consumption of alcohol at the Facility is prohibited.
- Users shall not deface or otherwise mark or damage any property of the Village located at or in the Facility.
- The Renter shall collect and place trash in the appropriate containers prior to leaving the Facility.
- The Renter shall have within his/her possession at all times during the use of the Facility, a copy of the Facility Rental/Use Agreement.

SUPERVISION

- Renters must be eighteen (18) years of age or older to rent Facilities.
- Appropriate supervision of all those who use the Facility as part of the individual Rental Agreement shall be the responsibility of the Renter.

ASSUMPTION OF RISK – SWIMMING POOLS/ICE SKATING ARENA

Renter, its employees, agents, members and invitees, assume all risks and hazards incidental to use of a Swimming Pool and/or Ice Skating Arena. As to swimming, these risks include, but are not limited to drowning, paralysis, the danger of being injured by or on pool surfaces, equipment, starting blocks, diving boards, swimmers, coaches, training apparatus, or any other element incidental to the operation of the Swimming Pool. As to skating, these risks include, but are not limited to, the danger of being injured by or on the ice surface, equipment, or any other element incidental to the operation of an Ice Arena. To the extent use of the Facility includes the use of electrical equipment near a water source, Renter fully understands and assumes any risk related thereto.

CLEAN-UP

- The Renter shall be solely responsible for cleaning the Facility after the event to the satisfaction of the Village.
- Inadequate clean-up shall result in loss of security deposit and/or additional fees for payment of necessary clean-up, as set forth in the attached Damages Fee Assessment.

FEES

- Fees for the rental shall be agreed upon between the Village and the Renter when the rental request submitted is approved by the Village, and will be noted on page 1 of the Facility Rental/Use Agreement.
- All aquatic rentals must have a credit card on file in the event of damages.
- Village staff may request a Security Deposit Fee, in addition to Facility Rental Fees, from the Renter for events require additional Village staff, resources, labor, set-up or planning.
- Any required Security Deposit Fees must be paid at the time the rental request is submitted. All other Facility Rental Fees must be paid prior to the schedule rental date.

CANCELLATION

- Facility rental reservations may be cancelled at any time.
- No refunds of rental fees shall be made.
- A 100% refund of the Security Deposit paid, if any, shall be refunded for cancelled rentals.

INSURANCE

- a. Coverage. Renter shall purchase and maintain general liability insurance during the full term of this Agreement naming the Village as an additional insured, on a primary basis and not contributing with or in excess of any other policy of insurance that may be available to the Village, for limits of liability of not less than (unless changed in writing):
 - i. Personal injury/death: \$1,000,000.00 per occurrence; and
 - ii. Property damage liability: \$500,000.00 per occurrence.
- b. Renter shall also maintain property damage coverage for all personal property of Renter stored or otherwise kept at the Facility in an amount sufficient to cover the full replacement cost thereof.
- c. Waiver of Subrogation. The Parties hereto each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Facility or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), each Party agrees to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

INDEMNIFICATION

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

RETURN TO:

Village of Bensenville
Attn: Director Recreation & Community Programming
735 E. Jefferson Street
Bensenville, IL 60106

OR:

tfinner@bensenville.il.us

Waiver of Rights To Claims Based On Negligent Acts

EXPLANATION

This document is an agreement between you, your organization, and the Village of Bensenville. It states that you and XXXXXXX organization will hold the Village of Bensenville, and each of its officers, agents and employees entirely harmless and free of liability for any and all negligent acts. You have the opportunity to speak with a representative of the Village of Bensenville for further explanation of the terms contained herein before signing.

AGREEMENT

I, the undersigned, hereby agree to relinquish all claims, suits, attorney fees, damages, liability and any and all future rights to the same based on any and all negligent acts or omissions of THE Village of Bensenville, its officers, agents and/or employees in connection with or incident to the use of the Facility by me or XXXXX organization as enumerated on page 1 of the Facility Rental/Use Agreement.

I, the undersigned, hereby acknowledge and agree that I have carefully read and fully understand the terms of this Waiver of Rights to Claims Base on Negligent Acts, and that I have been afforded the opportunity to request further explanation of the terms of this Waiver of Rights to Claims Based on Negligent Acts with an authorized representative of the Village. After acknowledging same, I am freely and voluntarily signing the Waiver of Rights to Claims based on Negligent Acts without any alteration of its original, printed, terms

Participant Name

Date

Participant Signature

Parent Signature if Participant is 18 or younger

DAMAGES FEE SCHEDULE

Price List for Damages

Your team will be held liable for all damages to locker rooms during the rental period. The following list outlines the replacement cost that your team will be charged for any and all damage:

Paint touch up	\$100.00
Damaged Bench	\$300.00
Keys	\$10.00
Locks	\$150.00
Showerhead	\$75.00
Outlet	\$40.00
Outlet Cover	\$25.00
Light Cover	\$150.00
Thermostat	\$750.00
Toilet	\$750.00
Sink	\$500.00
Toilet Partition	\$1000.00
Shower Partition	\$1000.00
Emergency Lights	\$750.00
Coat Hooks	\$450.00
Damaged Ceilings	\$1000.00 or cost to replace
Damaged Doors	\$1000.00 or cost to replace
Room Deodorizer	\$250.00

DETAILED FACILITY SCHEDULE

Goodman Elite Training agrees to purchase the ice times set forth below.

Day	Date	Start	End	Rink
Monday	12/22/25	8:50 AM	09:50 AM	Edge on Jefferson East
Monday	12/22/25	9:10 AM	10:10 AM	Edge on Jefferson West
Monday	12/22/25	10:00 AM	11:00 AM	Edge on Jefferson East
Monday	12/22/25	10:20 AM	11:20 AM	Edge on Jefferson West
Monday	12/22/25	11:10 AM	12:10 PM	Edge on Jefferson East
Monday	12/22/25	11:30 AM	12:30 PM	Edge on Jefferson West
Monday	12/22/25	1:30 PM	02:30 PM	Edge on Jefferson East
Monday	12/22/25	1:50 PM	02:50 PM	Edge on Jefferson West
Monday	12/22/25	2:40 PM	03:40 PM	Edge on Jefferson East
Monday	12/22/25	3:00 PM	04:00 PM	Edge on Jefferson West
Monday	12/22/25	3:50 PM	04:50 PM	Edge on Jefferson East
Monday	12/22/25	4:10 PM	05:10 PM	Edge on Jefferson West
Tuesday	12/23/25	8:50 AM	09:50 AM	Edge on Jefferson East
Tuesday	12/23/25	9:00 AM	10:00 AM	Edge on Jefferson West
Tuesday	12/23/25	10:00 AM	11:00 AM	Edge on Jefferson East
Tuesday	12/23/25	10:10 AM	11:10 AM	Edge on Jefferson West
Tuesday	12/23/25	11:10 AM	12:10 PM	Edge on Jefferson East
Tuesday	12/23/25	11:20 AM	12:20 PM	Edge on Jefferson West
Tuesday	12/23/25	1:30 PM	02:30 PM	Edge on Jefferson East
Tuesday	12/23/25	1:40 PM	02:40 PM	Edge on Jefferson West
Tuesday	12/23/25	2:40 PM	03:40 PM	Edge on Jefferson East
Tuesday	12/23/25	2:50 PM	03:50 PM	Edge on Jefferson West
Tuesday	12/23/25	3:50 PM	04:50 PM	Edge on Jefferson East
Tuesday	12/23/25	4:00 PM	05:00 PM	Edge on Jefferson West
Saturday	12/27/25	9:30 AM	10:30 AM	Edge on Jefferson West
Saturday	12/27/25	10:40 AM	11:40 AM	Edge on Jefferson West
Saturday	12/27/25	11:50 AM	12:50 PM	Edge on Jefferson West
Saturday	12/27/25	1:00 PM	02:00 PM	Edge on Jefferson West
Saturday	12/27/25	2:10 PM	03:10 PM	Edge on Jefferson West
Saturday	12/27/25	3:20 PM	04:20 PM	Edge on Jefferson West
Sunday	12/28/25	8:30 AM	09:30 AM	Edge on Jefferson West
Sunday	12/28/25	9:40 AM	10:40 AM	Edge on Jefferson West
Sunday	12/28/25	10:50 AM	11:50 AM	Edge on Jefferson West
Sunday	12/28/25	12:00 PM	01:00 PM	Edge on Jefferson West
Sunday	12/28/25	1:10 PM	02:10 PM	Edge on Jefferson West
Sunday	12/28/25	2:20 PM	03:20 PM	Edge on Jefferson West

TYPE:Resolution**SUBMITTED BY:**Sean Flynn**DEPARTMENT:**Recreation**DATE:**September 23, 2025**DESCRIPTION:**Consideration of a Resolution Authorizing the Execution of a License Agreement with Bar Down Pro Shop, LLC, Inc.**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

COMMITTEE ACTION:**DATE:****BACKGROUND:**

Since 2020, Bar Down Pro Shop, LLC has operated as a retail goods and services hockey shop at the Edge Ice Arenas. Bar Down provides customers with hockey equipment, apparel, skate sharpening services and minor repairs. The Bar Down Pro Shop and the Village have both expressed a desire to continue this relationship and contract through the 2025 hockey season with 4 yearly renewable options.

KEY ISSUES:

The presence of a full service pro shop is important to the Village in its ability to attract special hockey and skating events to the Edge Ice Arenas. This agreement requires Bar Down Pro Shop to provide regular hours of operation according to the following schedule as well as during special events that take place outside of these hours:

Monday - Friday: 5:00 pm - 10:00 pm
Saturday & Sunday: 8:00 am - 5:00 pm

ALTERNATIVES:

- Discretion of the Committee of the Whole.

RECOMMENDATION:

Staff recommends approval of the Resolution Authorizing the Execution of a License Agreement with Bar Down Pro Shop, LLC, Inc.

BUDGET IMPACT:

Revenues resulting from pro shop rent have been included in the 2025 budget as well as the proposed 2026 budget.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a License Agreement with Bar Down Pro Shop, LLC

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

Resolution

9/18/2025

Cover Memo

Agreement

8/26/2025

Exhibit

RESOLUTION NO. _____

A RESOLUTION APPROVING A LICENSE AGREEMENT WITH BAR DOWN PRO SHOP, LLC

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

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

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

WHEREAS, the VILLAGE has determined that it is necessary and desirable to license retail space with the ARENA for the purposes of providing a hockey pro shop to its customers and to generate revenue to fund the costs of maintenance, operation and management of the ARENA; and

WHEREAS, an organization known as the Bar Down Pro Shop, LLC., an Illinois Corporation, has previously had an agreement with the VILLAGE for retail space within the ARENA pursuant to the terms and conditions as expressed in a certain Pro Shop Lease Agreement; and

WHEREAS, the Bar Down Pro Shop, LLC., has expressed a desire to enter into a new License Agreement for the use of the ARENA in accordance with the terms and conditions as expressed in the subsequent License Agreement with the Village of Bensenville (hereinafter the “AGREEMENT”) attached hereto and incorporated by reference herein as Exhibit “A”; and

WHEREAS, President and Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with the Sin Bin Hockey Shop, Inc.

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

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

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 30th day of September 2025.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

LICENSE AGREEMENT BETWEEN VILLAGE OF BENSENVILLE AND THE BAR DOWN HOCKEY, L L C

This License Agreement (hereinafter referred to as this “*License*”), is made and entered into, this 1st day of September 1, 2024 by and between the Village of Bensenville, a body politic and corporate existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1 *et seq.* (“*Village*”), and Bar Down Pro Shop, LLC, a duly organized Illinois corporation, of Elmhurst, Illinois (“*Licensee*”) (collectively referred to herein after as the “*Parties*”):

WITNESSETH:

WHEREAS, the Village is the owner of certain facilities commonly known as the Edge Ice Arenas, at 735 East Jefferson Street and 545 John Street, Bensenville, Illinois (the “*Arena*”), which has an area within it that can be used for the operation of a sporting goods retailing and apparel store (the “*Pro-shop*”); and

WHEREAS, the Village desires to obtain a concessionaire to operate a high-quality, professional Pro-shop in this area of the Arena which, among other things, will offer merchandise relating to users of and events held in the Arena with increased consumer satisfaction as to offerings, prices, and service; and

WHEREAS, Licensee has advised the Village of its desire to use the area within the Arena to operate such a Pro-shop; and

WHEREAS, further, Licensee, after personal inspection of the Arena, has determined that the above-referenced area (hereinafter referred to as the “*Licensed Premises*”), to be suitable for the purposes of Licensee, and desires to license the Licensed Premises from the Village; and

WHEREAS, based upon Licensee’s experience with operating Pro-shops, the Village believes Licensee is ready, willing, and capable of operating a Pro-shop as set forth herein; and

WHEREAS, for these reasons, the Parties find it in their interests to enter into this License for the Licensed Premises for the purpose of Licensee’s operation of a Pro-shop as described herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements stated herein, the Parties hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein and made part of this Agreement as if fully set forth.
2. **License of the Licensed Premises; License Term.** As provided below, the Village does hereby agree to license and demise unto Licensee the Licensed Premises for a term of one (1) year from September 1, 2025 through August 31, 2026 (the “*License Term*”) to be occupied by Licensee for the purpose of operating a Pro-shop as described in Paragraph 9 below. Notwithstanding the foregoing, the Parties may terminate the license at any time during the term by providing the other

Party with written one hundred twenty (120) days' notice. The parties may terminate the lease for breach of license pursuant to paragraph 16 below.

3. Renewal Term. At the option of the Parties, and as mutually agreed upon in writing by the parties, at the end of the Lease Term, this Lease may be extended for additional one-year terms for a period of **four** years. Each Lease Term shall commence September 1 and run through August 31 of each succeeding year ("Renewal Term. The written mutual agreement must be executed by the parties 60-days prior to the beginning of the Renewal Term. During each such renewal term, either Party may Terminate this Lease at the end of such term or upon 120-days' written notice to the other Party. Monthly rent though each of the terms will be increased at the start of each Renewal Term, in an amount equal to the "cost of living index" for Bensenville as set forth in a reputable reporting entity.
4. Rent. Beginning September 1 and for each month thereafter for the License Term, Licensee shall pay the Village One Thousand and 00/100 Dollars (\$1,000.00) per month rent for the Licensed Premises, due on or before the first day of the month for which rent is being paid. Monthly rent will be increased on the annual anniversary of this agreement date in an amount equal to the "cost of living index" for Bensenville as set forth by the US Bureau of Labor Statistics CPI-U Chicago-Gary-Kenosha metropolitan statistical area. Rent payments shall include the Village's provision of heat, air conditionings and electricity to the Licensed Premises. In addition, Licensee shall be granted the right to use the Arena's garbage and recycling facilities for disposal of garbage, trash, and recyclables from Licensee's ordinary operations of the Licensed Premises. The cost of all other utilities and services to the Licensed Premises not expressly provided for herein shall be borne exclusively by Licensee.
5. Business License. Before commencing business in the Village, Licensee shall file with the community and economic development department an application for a license. All commercial establishments in the Village shall, before December 1 of each year, file applications for annual licenses for the following year. As a condition of obtaining the business license, the business and the licensed premises must be maintained in accordance with state and local law and all aspects of the Bensenville municipal code.
6. Access to Licensed Premises. Upon the commencement of this License, the Village agrees to permit Licensee and its customers and invitees to use walkways, hallways, and other areas of the Arena designated for use of the general public for access to and from the Licensed Premises only during hours when the Arena is open to the public.
7. Parking Access. Upon the commencement of this License, the Village agrees to permit Licensee and its customers and invitees use of the parking facilities at the Arena whenever Licensee shall be open for public use. No parking facilities or spaces, however, shall be designated or deemed to be reserved ~~or~~ for the exclusive use of the Licensee and its employees, customers and invitees, and all use shall be subject to availability and prior occupancy by other users.
8. Security Deposit. Upon the commencement of this License, Licensee shall pay to the Village a Security Deposit equaling one (1) month's rent. The Security Deposit shall be returned to the Licensee promptly upon the expiration of the License Term, subject to Licensee's satisfactory

performance of the terms of this License. The Security Deposit shall not bear interest.

9. Use and Alteration of the Licensed Premises. Licensee shall use the Licensed Premises only for the operation of the Pro-shop and for no other purposes or business. Licensee shall make no alterations or additions to the Licensed Premises without written permission of the Village. Any remodeling, refurbishing, or altering of the Licensed Premises shall not be undertaken without submission of specification and/or plans to the Village and the Village's written approval of such. Any contract entered into between Licensee and a contractor shall include the Village as a third-party beneficiary and shall contain a provision to indemnify, defend and hold the Village harmless from and against damages or injury arising from the performance of such contract. At the Village's option, at the conclusion of the License Term, Licensee shall restore the Licensed Premises to its condition as it was at the commencement of the License. Licensee's use of the Licensed Premises shall comply with all applicable Federal, State and local laws, ordinances and regulations.
10. Exclusivity. This agreement conveys that Licensee has the exclusive right to sell sporting goods and sports-related merchandise throughout the Licensed Premises. No other vendor shall be permitted to sell inventory items of a similar nature.
11. Operation of the Pro-shop.
 - a. Licensee shall operate the Pro-shop in a professional manner, offering an assortment of sporting goods and sports-related merchandise of the same quality and at comparable pricing to that offered by other similar pro-shop's in the area. Pro-shop offerings shall include apparel and merchandise relating to users of and events held in the Arena. For so long as this Agreement shall remain in effect, the Licensee shall have the exclusive right to sell within the Edge Ice Arena all merchandise of the kind that the Licensee shall offer for sale in the Pro-shop. The Pro-shop shall not display, offer, sell, or give away foods, food stuffs, or beverages of any kind, including bottled water.
 - b. The regular hours of business during which the Pro-shop shall be open to the public shall be at least from 4:00 p.m. through 9:00 p.m., Mondays through Fridays, and from 8:00 a.m. through 5:00 p.m. on Saturdays and Sundays. The Pro-shop shall be closed on all holidays on which the Arena is closed, said schedule to be tendered to the Licensee at the start of each annual anniversary of this License. The Pro-shop's hours of operation shall be clearly posted on or adjacent to the entry to the Pro-shop. Maintaining the Pro-shop open to the public during these hours is a material term of this License, and Licensee agrees that these hours of operation are adequate and appropriate. Further, Licensee shall endeavor to keep the Pro-shop open for business during events occurring at the Arena outside these hours.
 - c. Licensee shall maintain the Pro-shop at all times in a clean, safe, orderly, and sanitary condition, in accordance with applicable health and safety standards. Licensee shall be solely responsible for furnishing all necessary labor, materials, services, supplies, and equipment not otherwise expressly provided by the Village in this License, and for obtaining all licenses, certifications and inspections necessary for the Pro-shop's

operation.

- d. At all times during the License Term and/or the Renewal Term(s), Bar Down Pro-shop shall designate a manager to supervise the operations of the Pro-shop. Bar Down Pro-shop shall designate the individual so selected to the Village, which shall be allowed to secure any background or other personal information on the designee it requires in order to approve the designation.
12. Use of the Skate Sharpener. At its option, Licensee shall be permitted to use the Village-owned ice skate sharpener that the Village shall keep in the Arena for Licensee's business. In consideration therefore, for the License Term, Licensee shall be required to furnish the cost of all maintenance expenses associated with their use of the skate sharpener. Licensee acknowledges that they are trained in the proper use of the Village-owned skate sharpener and shall operate the skate sharpener in a professional and safe manner.
 13. Village's Entry onto the Licensed Premises. It shall be lawful for the Village at all reasonable times and hours upon reasonable notice to enter into and upon the Licensed Premises to examine the condition thereof and, upon the discovery of any defect, for the purpose of correcting or remedying such defect ~~at its cost~~ and to remain therein until the same shall have been corrected or remedied; provided that the Village will use best efforts to minimize interference with Licensee's business.
 14. Licensee's and Others Property on the Licensed Premises. All property of every kind of Licensee or its employees, invitees or agents which may be kept at the Licensed Premises, or the parking or other areas associated therewith during the License Term shall be at the sole risk of Licensee or making claims under Licensee, and neither the Village nor its officials, employees, agents or insurers shall be liable to Licensee, or to any other person whatsoever, for any injury, loss or damage to any person or property in or upon the Premise or the sidewalks and parking areas contiguous thereto. Licensee hereby covenants and agrees to assume all liability for or on account of any injury, loss or damage above described, from whatever cause and whether caused by or due to the negligence of the Village or the Village's agent, servant, and employee, and to save the Village harmless therefrom; provided that the Village shall be responsible for gross negligence or willful misconduct of the Village or its agents, servants and employees
 15. Removal of Personal Property after Termination of License. Upon termination of this License, Licensee shall remove all personal property from the Licensed Premises, except that belonging to the Village, at either the end of the license term, at the end of the 120 days' notice if that notice is provided, or upon the termination date listed by the Village in the event termination is required due to a breach of license provisions. Licensee shall be liable for all costs incurred by the Village in the removal and disposal of any of the property of Licensee remaining on the Licensed Premises after the termination date of this License. It is understood and agreed that all personal property remaining on the Licensed Premises after the termination of this License shall, at the option of the Village, become the property of the Village, to be used and disposed of as the Village sees fit, and Licensee waives all claims and causes of action against the Village for all losses or injury to such property resulting therefrom. The Village's assumption of ownership of such property shall not relieve Licensee of Licensee's obligations for the Village's cost of removing and disposing of such property as provided herein.

16. Licensee's Breach of License Provisions. In the event Licensee fails to (i) pay rent, and such failure continues for more than ten (10) days after notice from the Village of such failure; or (ii) perform any other covenant - under this License and such failure continues for more than thirty (30) days after notice from the Village of such failure (provided that it shall not be a default under this License if such failure cannot be remedied within such thirty (30) day period but Licensee commences to remedy such failure within such period and thereafter diligently proceeds to cure such failure), then the Village shall have the right to terminate the license, seek an injunction to restrain the business operations on the licensed premises and the right to invoke any remedy allowed by law or in equity. Furthermore, the rights and remedies given to the Village under this Agreement are distinct, separate and cumulative rights and remedies, and no one of them, whether or not exercised by the Village shall be deemed to be in exclusion of any of the others.
17. Signage. Subject to the Village's approval, Licensee may, at its sole cost and expense, install signage in suitable locations identifying the location of the Licensed Premises. Such signage shall not interfere with any of the Village's signage and must conform to current Village of Bensenville ordinances and building code.
18. Insurance. Licensee shall maintain, at its own expense, liability insurance on the Licensed Premises during the License Term, with an insurance company licensed to transact business in the State of Illinois and a rating reasonably acceptable to the Village. Licensee shall name the Village and its officers as additional insureds. The coverage limits of said policy shall be as provided for by the Village ordinance. A copy of the insurance policy shall be provided to the Village and the Licensee shall notify the Village of any modifications or cancellation of said insurance policy.
19. Indemnification. Licensee shall assume full responsibility for any and all damage, loss or injury to persons and property arising out of, or connected or incident to this Agreement or Licensee's use of the Licensed Premises and shall, to the fullest extent of the law, defend, protect, indemnify and hold harmless the Village, its officers, employees, volunteers and agents, except to the extent such damage, loss or injury results from the gross negligence or willful misconduct of the Village or its officers, employees, volunteers or agents.
20. Mutual Cooperation. The Village and Licensee agree to mutually cooperate to foster a relationship t, including but not limited to, jointly participating in marketing and advertising. Each of the Parties shall obtain prior written consent of the other prior to using each other's name or logo in any publication, advertisement or solicitation; provided that Licensee may use the name and address of the Arena.
21. Condition of Licensed Premises. Licensee acknowledges that the Licensed Premises are in an acceptable condition which allows for the uses contemplated herein.
22. Assignment. Neither the Village nor Licensee shall assign or transfer its rights, interests, obligations and responsibilities under this License without the express written consent of the other party.

23. Costs and Attorneys' Fees. Licensee covenants and agrees to pay and discharge all reasonable costs, attorneys' fees and expenses that may be incurred by the Village in enforcing the covenants, agreements, conditions and terms hereof. The parties further agree that this License shall be interpreted in accordance with the laws of the State of Illinois, and that venue to enforce this License shall be the Eighteenth Judicial Circuit Court, DuPage County, and State of Illinois.
24. Licensee to Create No Liens upon Licensed Premises. Licensee shall have no power to do any act or to make any contract that may create or be the foundation for any lien upon the present or other estate of the Licensed Premises, or upon the Arena or other Village-owned property, Licensee shall remove any such lien or cause such lien to be insured or bonded over in a manner reasonably satisfactory to the Village.
25. Notice. For purpose of providing notice hereunder, notice to the Village shall be to:

VILLAGE OF BENSENVILLE -- EDGE ICE ARENA
ATTN: VILLAGE MANAGER
12 S. CENTER STREET
BENSENVILLE, IL 60106

AND TO LICENSEE:

BAR DOWN HOCKEY, LLC
H. ALLEN VALDES II
735 E. JEFFERSON STREET
BENSENVILLE, IL 60106
albardownhockeyshop@gmail.com

If the contact information for the Licensee should change at any time during the license term, the Licensee is responsible to immediately notify the Deputy Village Clerk and the Director of Recreation of the new contact information.

26. Licensee Independent Contractor. Licensee, its officers, employees, and agents are independent contractors and not officers, employees, or representatives of the Village and neither Licensee nor any of its officers, employees, or agents shall make any representation to the contrary.
27. Taxes. The Licensed Premises are currently exempt from ad valorem property taxes. Licensee shall be solely responsible and liable for any real estate taxes assessed against the Licensed Premises as a result of this License Agreement, if any.
28. Agreement. This License constitutes the entire agreement between the Parties hereto with respect to the subject matter contained herein and supersedes any and all prior offers, letters of intent, proposals, agreements and understanding of any kind or nature whatsoever, written or oral, expressed or implied, and neither party has, nor shall any party make, any claim to pursue any action based on any such offer, letter of intent, proposals, agreements and understandings.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date above mentioned:

THE VILLAGE OF BENSENVILLE

By: Daniel Schulze
Title: Village Manager

By: Corey Williamsen
Deputy Village Clerk

THE BAR DOWN PRO SHOP, LLC



A handwritten signature in black ink, appearing to read "A. Valdes II", is written over a horizontal line.

By: Allen Valdes II
Title: Owner

TYPE:Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**September 23,
2025**DESCRIPTION:**May 13, 2025 Committee of the Whole Meeting Minutes**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

DRAFT_250513_COW

Upload Date

9/3/2025

Type

Cover Memo

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

**MINUTES OF THE COMMITTEE OF THE WHOLE
May 13, 2025**

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

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

President DeSimone, Franz, Frey, Lomax, Panicola

Absent: Carmona, Perez

A quorum was present.

Staff Present: D. Schulze, L. Banovetz, S. Flynn, R. Herff, M. Ribando, V. Smith, C. Williamsen

Public Comment: There was no Public Comment.

**Approval of
Minutes:**

The March 18, 2025 Committee of the Whole Meeting minutes were presented.

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

All were in favor. Motion carried.

Amending 3-3: Interim Village Manager, Daniel Schulze, presented an **Ordinance Amending Title 3, Chapter 3, Section 13 - Liquor License Closing Hours of the Bensenville Village Code.**

Deputy Village Clerk, Corey Williamsen stated the Village of Bensenville Village Code, Section 3-3-13 regulates the sale of alcohol in the Village of Bensenville.

Mr. Williamsen stated the sale of alcohol in Bensenville is Monday-Saturday 6:00am - 2:00am and varies on Sundays.

Mr. Williamsen stated holders of a Class E1, E2, H, I, J and K-1 are allowed to sell on Sundays from 9:00am-2:00am. Holders of Class A, B and F are limited to sell on Sundays at 12:00pm-2:00am.

Mr. Williamsen stated the Village has received a request from Class A license holders to match those of Class E1, E2, H, I, J, K and K-1 to allow for the sale of alcohol on Sunday from 9:00am -2:00am.

Mr. Williamsen stated current Class A License holders are: 3'Js, DeCampana and Monty's.

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

All were in favor. Motion Carried.

1069 Bryn Mawr: Interim Village Manager, Daniel Schulze, presented an **Ordinance Granting Special Use Permit (Outdoor Storage Area) at 1069 Bryn Mawr.**

Deputy Director of Community and Economic Development, Ron Herff stated the Petitioner, SCC Contractors Group, Inc., is seeking approval of a Special Use Permit, Outdoor Storage Area.

Mr. Herff stated they have a 5,000 square foot office space within the building at 1069 Bryn Mawr Avenue, with a storage area in the rear of the property that is 7,800 square feet.

Mr. Herff stated outdoor storage is allowed as an additional primary use to their current business.

Mr. Herff stated any outdoor storage that exceeds 25% of the property (in multi-tenant buildings the unit) requires a Special Use Permit.

Mr. Herff stated based on an aerial view of the property, it does not appear as if the outdoor storage area is screened or striped for truck parking.

Mr. Herff stated the proposed outdoor storage area is in the rear yard.

Mr. Herff stated the proposed outdoor storage area must be brought up to code

Commissioner Lomax asked what is being stored outdoors. Mr. Herff stated construction equipment

Motion:

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

All were in favor. Motion Carried.

**3N784 Church Rd./
1008 S. Church
Rd.:**

Interim Village Manager, Daniel Schulze, presented an **Ordinance Granting a Variation (Pole Sign) at 3N784 Church / 1008 S Church.**

Mr. Herff stated the Petitioner is requesting a Variation to allow a pole sign at the Churchville Schoolhouse property.

Mr. Herff stated the proposed sign is mounted on two decorative posts rather than a base, so as to maintain the desired antiquated aesthetic of the site. Village Zoning Ordinance prohibits pole signs in all zoning districts.

Mr. Herff stated a variance was approved at this location for this purpose in Ordinance #45-2020.

Mr. Herff stated the same plans were previously approved.

Mr. Herff stated the sign will not be illuminated.

President DeSimone stated this proposal was more of a monument sign rather than a pole sign and asked Staff to correct the proposed ordinance prior to Village Board approval.

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

All were in favor. Motion Carried.

**GHC Mechanical
LLC:**

Interim Village Manager, Daniel Schulze, presented a **Resolution Authorizing the Execution of a Contract with GHC Mechanical, LLC for the Purchase and Installation of an HVAC Unit at John Street Ice Rink in the Not-to-Exceed Amount of \$81,769.**

Assistant Director of Public Works, Vince Smith stated the Village is responsible for maintaining the John Street Ice Rink and all equipment to run the facility, including the equipment that makes the ice for the ice rink.

Mr. Smith stated the John Street Facility was constructed in 1997. Mr. Smith stated the facility has one rooftop HVAC unit and one ground HVAC unit. Mr. Smith stated the ground HVAC unit is in need of replacement. Mr. Smith stated these units were installed with the original building and have been showing signs that it is past the useful life.

Mr. Smith stated each replacement unit will have the gas piping, electrical power and control wiring and drain piping re-connected for a complete installation. Mr. Smith stated the old unit will be hauled from the jobsite for disposal. Mr. Smith stated the unit will also meet the following requirements:

- New concrete pad will be installed
- High heat capacity
- 0-100% economizer with solid state control
- Power exhaust
- 460-volt 3-hp
- Replace electrical disconnect and whip on unit

Mr. Smith stated the existing HVAC unit is the same age as the building. Mr. Smith stated to ensure safety of the facility and visitors, staff determined it would be in the Village's best interest to purchase and install a new HVAC unit.

Mr. Smith stated staff sought proposals from three qualified vendors

Mr. Smith stated staff recommends approval of a contract with GHC Mechanical, LLC for \$81,769.

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

All were in favor. Motion Carried.

**Baxter & Woodman
Change Order**

#2: Interim Village Manager, Daniel Schulze, presented a **Resolution Authorizing Execution of Amendment No. 2 to the Design Engineering Services Agreement with Baxter & Woodman, Inc. for the South Industrial Business District Improvements Project for an Increase of \$43,100, Resulting in a Revised Not-to-Exceed Amount of \$298,950.**

Mr. Smith stated the South Industrial Business District (SIBD) is located between Grand Avenue and the White Pines Golf Course and includes the streets of Entry Drive, Bernice Drive, James Street, Judson Street, and Williams Street. Mr. Smith stated these industrial streets are approximately 4,000 linear feet in length and are in need of a complete reconstruction including new concrete roadways, water main replacement, storm sewer improvements, and the addition of pedestrian accommodations.

Mr. Smith stated the Village entered into an Engineering Services Agreement with Baxter & Woodman to perform design engineering for the project on September 20, 2022 (R-103-2022) in the amount of \$232,000.

Mr. Smith stated amendment No. 1 was approved on November 14, 2023 (R-132-2023) in the amount of \$23,850 for a revised agreement amount of \$255,850. Mr. Smith stated the purpose of Amendment #1 was to include Arthur Court in the design.

Mr. Smith stated amendment No. 2 includes additional out-of-scope services that include:

- Electrical Design
- Development of off-site easements for watermain
- Sanitary sewer lining design
- Separation of Arthur Court into a stand alone bid

Mr. Smith stated the cost of the extra work effort is \$43,100, resulting in a revised Not-to-Exceed amount of \$298,950.

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

All were in favor. Motion Carried.

Earthwerks: Interim Village Manager, Daniel Schulze, presented a **Resolution Authorizing the Execution of a Construction Contract to Earthwerks Land Improvement and Development Corporation of Lisle, IL for Browngate Subdivision Detention Basin Project in the not-to-exceed amount of \$357,616.50.**

Mr. Smith stated in 2020, the Village performed a Hydraulic and Hydrologic (H&H) Study of the Willow Creek and Silver Creek Watersheds. Mr. Smith stated the Willow Creek watershed is approximately 3,200 acres and located in the northern portion of the Village. Mr. Smith stated in general, the watershed flows from west to east and is centered along the Illinois Tollway RT-390. Mr. Smith stated the northern upstream portion of the watercourse begins in Elk Grove Village and is conveyed in a southeast direction through channelized ditches until joining the main channel just north of Thorndale Avenue. Mr. Smith stated the western upstream portion of the watercourse begins in Wood Dale and is conveyed in an easterly direction mainly via storm sewer. Mr. Smith stated it crosses through various culverts under IL RT-83 where channelized ditches continue to carry flows east through the Village until reaching the main channel near Thorndale Avenue.

Mr. Smith stated the watershed is mostly industrial with some commercial along the main thoroughfares and includes residential neighborhoods mostly north of Hillside Drive.

Mr. Smith stated the H&H study identified multiple problem areas, one which being "Problem Area S-5". Mr. Smith stated during 10-year storm rain events, localized flooding occurs along Glendale Street, Twin Oaks Street, Argyle Street, Country Club Drive, and Eagle Drive. Mr. Smith stated multiple conduit routings were investigated to alleviate 25-yr inundation impacts within problem area S-5. Mr. Smith stated due to the large tributary area west of IL RT-83, providing extra capacity to the storm system showed negative downstream impacts at the Creek, therefore volume (storage) is required to attenuate flows from the proposed increased capacity of the storm sewer system. Mr. Smith stated this alternative identified the demolished school site just east of the dead-end at Green Valley Street and north of Hillside Drive for a proposed detention facility.

Mr. Smith stated the Browngate Subdivision consisting of Green Valley Street (Marshall to east end), Kevyn Lane, Stoneham Street, and North Franzen Street recently completed a roadway and utility reconstruction project. Mr. Smith stated last year, the Village negotiated and purchased a portion of the demolished Mohawk School property for stormwater detention. Mr. Smith stated stormsewer and watermain work was installed as part of the Browngate Subdivision Improvements Project in 2024 in preparation for a future basin on this newly acquired parcel.

Mr. Smith stated the proposed basin will be a dry bottom turf basin which will provide approximately 3.5 acre-feet (1.15 million gallons) of storage. Mr. Smith stated during heavy or long duration storm events, water which normally would back up in the storm piping and spill out into the roadways or lower lying areas will be conveyed to the basin with an overflow sewer pipe. Mr. Smith stated the water will remain in the basin until downstream water levels drop and the basin drains out naturally.

Mr. Smith stated the intent of the basin design is to maintain a park-like setting with a basin that provides gently sloping sides and a flat bottom large enough for a soccer field.

Mr. Smith stated bids were advertised on April 10, 2025, with bids received and opened on Tuesday April 29, 2025 for the project. Mr. Smith stated ten (10) contractors submitted bids for this project. Mr. Smith stated Earthwerks Land Improvement and Development Corporation submitted the lowest responsible bid.

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

All were in favor. Motion Carried.

**Thomas
Engineering:**

Interim Village Manager, Daniel Schulze, presented a **Resolution Authorizing the Execution of a Construction Engineering Services Agreement to Thomas Engineering Group, LLC for Browngate Subdivision Detention Basin Project in the not-to-exceed amount of \$45,344.**

Mr. Smith stated the H&H study identified multiple problem areas, one which being "Problem Area S-5". Mr. Smith stated during 10-year storm rain events, localized flooding occurs along Glendale Street, Twin Oaks Street, Argyle Street, Country Club Drive, and Eagle Drive. Mr. Smith stated multiple conduit routings were investigated to alleviate 25-yr inundation impacts within problem area S-5. Mr. Smith stated due to the large tributary area west of IL RT-83, providing extra capacity to the storm system showed negative downstream impacts at the Creek, therefore volume (storage) is required to attenuate flows from the proposed increased capacity of the storm sewer system. Mr. Smith stated this alternative identified the demolished school site just east of the dead-end at Green Valley Street and north of Hillside Drive for a proposed detention facility.

Mr. Smith stated the Browngate Subdivision consisting of Green Valley Street (Marshall to east end), Kevyn Lane, Stoneham Street, and North Franzen Street recently completed a roadway and utility reconstruction project. Mr. Smith stated last year, the Village negotiated and purchased a portion of the demolished Mohawk School property for stormwater detention. Mr. Smith stated stormsewer and watermain work was installed as part of the Browngate Subdivision Improvements Project in 2024 in preparation for a future basin on this newly acquired parcel.

Mr. Smith stated the proposed basin will be a dry bottom turf basin which will provide approximately 3.5 acre-feet (1.15 million gallons) of storage. Mr. Smith stated during heavy or long duration storm events, water which normally would back up in the storm piping and spill out into the roadways or lower lying areas will be conveyed to the basin with an overflow sewer pipe. Mr. Smith stated the water will remain in the basin until downstream water levels drop and the basin drains out naturally.

Mr. Smith stated the intent of the basin design is to maintain a park-like setting with a basin that provides gently sloping sides and a flat bottom large enough for a soccer field.

Mr. Smith stated in March of 2022, 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. Mr. Smith stated Thomas Engineering Group, LLC (Thomas Engineering) is one of the short-listed firms to provide construction engineering services.

Mr. Smith stated Thomas Engineering brings forth a very experienced project team that has successfully provided services for the Village with previous CDBG project Browngate Subdivision Roadway and Water Main Improvements. Mr. Smith stated the proposed assignment scope includes on-site inspections, review of project layout, construction documentation, material testing, and preparation of record drawings. Mr. Smith stated the material testing required for the project will be performed by Rubino Engineering, Inc. as a sub-consultant.

Mr. Smith stated after scope and work effort negotiations, the proposed fee for Thomas Engineering's construction engineering services totals \$45,344. Mr. Smith stated this not-to-exceed fee equates to 12.7% of the proposed construction cost of \$357,616.50 for the project. Mr. Smith stated excluding sub-consultant fee Thomas Engineering's services equate to 11.6%. Mr. Smith stated typically, construction engineering costs for a locally funded project fall within 8-10% of the construction costs range.

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

All were in favor. Motion Carried.

Chicagoland Paving Final Change

Order:

Interim Village Manager, Daniel Schulze, presented a **Resolution Authorizing the Execution of a Final Balancing Change Order #1 with Chicagoland Paving Contractors, Inc. for the Village Hall Parking Lot Reconstruction Project for a decrease of \$48,596.43 for a revised final contract amount of \$735,819.21.**

Mr. Smith stated the Village Hall Parking Lot Reconstruction Project was substantially completed in November 2024. Mr. Smith stated final inspection of restoration and pavement markings occurred in April 2025 with minor punch list items remaining.

Mr. Smith stated the original contract with Chicagoland Paving Contractors, Inc. was in the amount of \$784,415.64 was approved on June 18, 2024, with resolution R-103-2024. Mr. Smith stated the proposed improvements included moving the parking lot slightly west to allow for a wider sidewalk area along the alley to accommodate permanent metal canopy structures. Mr. Smith stated the new canopy structures eliminated the temporary festival structures.

Mr. Smith stated the project also includes earth excavation, new sidewalks, curb/gutter installation, new drainage structures and storm sewer, relocation of parking lot lighting, pavement striping, utility structure adjustments/reconstruction, canopy shelters installation, new catenary lighting system, and landscape restoration.

Mr. Smith stated the project is now complete, and the final contract value is \$735,891.21, which is a decrease of \$48,596.43 to the original approved contract value. Mr. Smith stated the decrease in costs is attributed to field conditions resulting in less earth excavation and aggregate base course.

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

All were in favor. Motion Carried.

Fenick Hockey: Interim Village Manager, Daniel Schulze, presented a **Resolution Authorizing the Execution of an Ice License and Facility Use Agreement with the Fenwick High School Hockey Club.**

The Village has encouraged the Fenwick High School Hockey Club to use the Edge Ice Arenas as one of its facilities for its hockey program. Mr. Flynn stated Fenwick desires to license ice time at the Edge Ice Arenas to supplement its program which is primarily based at the Ridgeland Commons Ice Arena, close to the Fenwick campus in Oak Park. Mr. Flynn stated Fenwick Hockey has a history of providing quality high school hockey and outstanding leadership, both athletically and academically.

Mr. Flynn stated the Resolution presented approves an Ice Arena License and Facility Use Agreement with Fenwick. Mr. Flynn stated this would be a three year agreement and will cover any and all ice times reserved at the Edge. Mr. Flynn stated this agreement will require Fenwick to purchase the following ice times or substitute ice times during the 2025/26 to 2027/28 hockey seasons:

- Tuesday 6:20 - 7:20 am Edge on John Street
- Wednesday 8:00 - 9:10 pm Edge on John Street
- Thursday 8:30 - 10:00 pm Edge on John Street
- Saturday 4:10 - 5:50 pm Edge on John Street
- Sunday 5:20 - 7:00 pm Edge on Jefferson West

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

All were in favor. Motion Carried.

**Informational
Items:**

Mr. Flynn announced Staff is working with a Bensenville Resident & former Fenton graduate to host a Lutch Libre wrestling event at the Edge on John Street on July 20th; more details will follow.

Mr. Schulze announced the Public Works open house is scheduled for May 22nd; full details are available on the Village's website.

**Unfinished
Business:**

There was no unfinished business.

**Executive
Session:**

Interim Village Manager, Daniel Schulze, stated there was not a need for executive session.

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

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 6:49 p.m.

Corey Williamsen
Deputy Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, September 2025