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

Interim Village Manager
Daniel Schulze



Village of Bensenville, Illinois VILLAGE BOARD BOARD OF TRUSTEES MEETING AGENDA 6:30 PM April 29, 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
 - 1. March 25, 2025 Village Board Meeting Minutes
- VI. WARRANT
 - 1. Warrant April 29, 2025, 25/4 \$3,366,576.39

VII. CONSENTAGENDA - CONSIDERATION OF AN "OMNIBUS VOTE"

VIII. REPORTS OF VILLAGE DEPARTMENTS

A. Administration

- 1. An Ordinance of the Village Of Bensenville, DuPage And Cook Counties, Illinois amending section 8-7-7 of chapter seven of title eight of the Bensenville Village code with regard to water and sewer rates.
- 2. Resolution Authorizing the Village Manager to Enter into an Agreement for Unpaid Red Light Ticket Collection Services with with Municipal Collection Services LLC (MCS)
- 3. Resolution Authorizing the Execution of an Amendment to The Village's Application Service Provider Agreement with Tyler Technologies, to Extend the Munis Software System Through April 30, 2026 in an Amount Not To Exceed \$142,000.
- 4. Resolution Approving a Service Agreement with Constellation Energy Services, Inc. for the Village of Bensenville Commonwealth Edison Accounts
- 5. Resolution Granting the Advice and Consent to the President's Re-Appointment of

- P. Joseph Montana as the Village Ethics Officer
- 6. Resolution Granting the Advice and Consent of the Village Board of Trustees to the Village President's Re-Appointment of Joseph Caracci to the Office of Village Engineer
- 7. Resolution Granting the Advice and Consent of the Village Board of Trustees to the Village President's Re-Appointment of Lisa Banovetz as Village Treasurer
- 8. Resolution Granting the Advise and Consent to the Village President's Re-Appointment of Jim Brill to the Police Pension Board
- 9. Resolution Granting the Advice and Consent of the Village Board of Trustees to the Village President's Re-Appointment of Milton Mercado to the Board of Police Commission

B. Community and Economic Development

- 1. Ordinance Granting Variations to Construct a New Warehouse Development at 1100 Tower Lane
- 2. Ordinance Granting an Amendment to a Planned Unit Development (regarding Special Use Permit, Motor Vehicle Repair and/or Service) at 904 W Irving Park Rd
- 3. Ordinance Approving a Preliminary and Final Plat of Consolidation at 600-700 Devon
- 4. Resolution Declaring 340 N Meyer as Surplus Property
- 5. Resolution Approving a Facade Improvement Grant Application at 1045 S York Road
- C. Finance No Report
- D. Police Department No Report
- E. Public Works
 - 1. Proclamation Declaring May 7, 2025 Arbor Day in the Village of Bensenville
 - 2. Ordinance Designating Certain Property as Surplus and Authorizing the Disposition of the Same
 - 3. Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Establishing the South Industrial Special Service Area in the Village of Bensenville, Illinois
 - 4. Resolution Authorizing the Execution of a Purchase Order with Westside Tractor Sales for the Purchase of a John Deere Excavator and Trailer in the Amount of \$199,989.19
 - 5. Resolution Authorizing the Execution of a Three-Year Fire Hydrant Painting Contract with Go Painters Inc. in the Amount of \$121,480.00
 - 6. Resolution Authorizing the Execution of a Change Order #1 with Acqua Contractors Corporation for the Addison Creek Storm Sewer Phase II Improvements for an increase of \$189,606.62, for a revised contract amount of \$2,679,606.62.
 - 7. Resolution Authorizing a Purchase Order to Tidewell Roofing and Sheet Metal of Elk Grove Village, IL for Purchase and Installation of Roof Coating on Public

- Works in the Not-to-Exceed Amount of \$126,710
- 8. Resolution Authorizing the Execution of an Engineering Services Agreement with Hey and Associates, Inc. for the Addison Creek Stabilization Phase I Project in the not-to-exceed amount of \$50,000.

F. Recreation

- 1. Resolution Authorizing a Facility Use Agreement with Bo Jackson Elite Sports
- 2. Resolution Authorizing a Facility Usage License Agreement with HHD Randy Wolf.
- 3. Resolution Authorizing the Execution of an Ice Arena and Facility Usage Agreement with the North Stars High School Hockey Club

IX. REPORTS OF VILLAGE OFFICERS:

- A. PRESIDENT'S REMARKS:
- B. VILLAGE MANAGER'S REPORT:
- C. VILLAGE ATTORNEY'S REPORT:
- X. UNFINISHED BUSINESS
- XI. NEW BUSINESS
- XII. EXECUTIVE SESSION
 - A. Review of Executive Session Minutes [5 ILCS 120/2 (C) (21)]
 - B. Personnel [5 ILCS 120/2 (C) (1)]
 - C. Collective Bargaining [5 ILCS 120/2 (C) (2)]
 - D. Property Acquisition [5 ILCS 120/2 (C) (5)]
 - E. Litigation [5 ILCS 120/2 (C) (11)]
- XIII. MATTERS REFERRED FROM EXECUTIVE SESSION
- XIV. ADJOURNMENT

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
<u>Minutes</u>	Corey Williamsen	Village Clerk's Office	April 29, 2025
_	e Board Meeting Minutes RTS THE FOLLOWING	APPLICABLE VILLAG	E GOALS:
COMMITTEE AC	CTION:	DA	TE:
BACKGROUND:			
KEY ISSUES:			
ALTERNATIVES	:		
RECOMMENDA	TION:		
BUDGET IMPAC	CT:		
ACTION REQUI	RED:		

ATTACHMENTS:

<u>Description</u> <u>Upload Date</u> <u>Type</u>

DRAFT_250325_VB 4/23/2025 Cover Memo

Village of Bensenville

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

MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING March 25, 2025

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

ROLL CALL: 2. Upon roll call by Village Clerk, Nancy Quinn, the

following Board Members were present:

President DeSimone, Carmona, Franz, Frey, Lomax, Panicola, Perez

Absent: None

A quorum was present.

Staff Present: D. Schulze, L. Banovetz, S. Flynn, K. Quinn, M.

Ribando, V. Smith, C. Williamsen

PUBLIC COMMENT: James Nylander – 211 Jacquelyn, Bensenville, IL, 60106

Mr. Nylander addressed the Village Board regarding his previous conversations with the Village Manager and President regarding the

sale of cannabis in Bensenville

APPROVAL OF

MINUTES: 4. The January 28, 2025 and February 25, 2025 South Industrial

Special Service Area Public Hearing Minutes were presented.

Motion: Trustee Carmona made a motion to approve the minutes as

presented. Trustee Franz seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

The February 25, 2025 Village Board Meeting minutes

were presented.

Motion: Trustee Franz made a motion to approve the minutes as

presented. Trustee Lomax seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

WARRANT NO.

25/03: 5. President DeSimone presented **Warrant No. 25/03** in the amount of

\$2,738,535.24.

Motion: Trustee Lomax made a motion to approve the warrant as presented.

Trustee Frey the motion.

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

NAYS: None

All were in favor. Motion carried.

Motion: 6. Trustee Panicola made a motion to approve the Consent Agenda

as presented. Trustee Frey seconded the motion.

All were in favor. Motion carried.

Ordinance No.

13-2025: Ordinance Granting Special Use Permit (Motor Vehicle Repair

and/or Service) and Special Use Permit (Outdoor Storage Area)

at 1025 Industrial Dr. (Consent Agenda)

Ordinance No.

14-2025: Ordinance Granting a Special Use Permit (Outdoor Storage) at

1084 Industrial Drive Unit 6. (Consent Agenda)

Ordinance No.

15-2025: Ordinance Granting a Preliminary and Final Plat of Subdivision

at 224 Marshall Road. (Consent Agenda)

Resolution No.

R-25-2025: Resolution Approving the 2025 Zoning Map. (Consent Agenda)

Resolution No.

R-26-2025: Resolution Granting the Advice and Consent to the President's

Appointment of Jose Ortiz to the Community Development

Commission. (Consent Agenda)

Resolution No.

R-27-2025: Resolution Authorizing the Execution of a Four (4) Year

Contract (2025-2028) with Gewalt Hamilton Associates, Inc. for the Fire Hydrant Flow Testing Services in the Not-to-Exceed

Amount of \$69,457. (Consent Agenda)

Resolution No.

R-28-2025: Resolution Authorizing the Execution of a Construction

Engineering Services Agreement with Edwin Hancock Engineering Company for the 2025 Residential Street Improvements Program in the not-to-exceed amount of

\$123,980. (Consent Agenda)

Resolution No.

R-29-2025: Resolution Authorizing the Execution of a Construction

Contract to Plote Construction, Inc. of Hoffman Estates, IL for the 2025 Residential Street Improvements Program in the not-to-

exceed amount of \$1,046,117.66. (Consent Agenda)

Resolution No.

R-30-2025: Resolution Authorizing the Execution of Change Order No. 1

with Layne Christensen Company of Aurora, IL for the 2024 Abandonment of Well #3, #6, and #7 for an Increase of \$482,815.50 for a Final Contract Amount of \$965,589.50.

(Consent Agenda)

Resolution No.

R-31-2025: Resolution Establishing Guidelines and Procedures for 2025

Senior/Disabled Grass Cutting Program. (Consent Agenda)

Resolution No.

R-32-2025: Resolution Authorizing the Execution of a Contract with Tomas

Herrera Landscaping for the 2025 Senior/Disabled Grass Cutting

Program. (Consent Agenda)

Resolution No.

R-33-2025: Resolution Authorizing the Execution of a Contract with

Panoramic Landscaping for the 2025 Senior/Disabled Grass

Cutting Program. (Consent Agenda)

Resolution No.

R-34-2025: Resolution Authorizing the Execution of a Contract with L.A.R.

Lawn & Ground Corp. for the 2025 Senior/Disabled Grass

Cutting Program. (Consent Agenda)

Resolution No.

R-35-2025: Resolution Authorizing the Execution of a Contract with KSK

Landscaping & Handyman Corp. for the 2024 Senior/Disabled

Grass Cutting Program. (Consent Agenda)

Motion: Trustee Panicola made a motion to approve the Consent Agenda as

presented. Trustee Frey seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

Resolution No.

R-36-2025: 7. President DeSimone gave the summarization of the action

contemplated in **Resolution No.** R-36-2025 entitled a **Resolution**

Declaring 540 County Line as Surplus Property.

Village Planner, Kevin Quinn stated the Village has received

significant interest in the Village owned property for development. Mr. Quinn stated the first step in the process to sell the property is to

declare it as surplus.

Motion: Trustee Lomax made a motion to approve the resolution as

presented. Trustee Frey seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

Resolution No. R-37-2025:

8. President DeSimone gave the summarization of the action contemplated in Resolution No. R-37-2025 entitled a Resolution Authorizing the Award of a Construction Engineering Services Agreement for the Arthur Court Improvements to Civiltech Engineering, Inc. of Itasca, IL in the not-to-exceed amount of \$99,396.

Assistant Director of Public Works, Vince Smith stated the Arthur Court Improvements are in the South Industrial Business District (SIBD) and include Arthur Court from Church Road to the east end.

Mr. Smith stated Arther Court is an existing asphalt roadway with a pavement in very poor condition (2023 PCI score of 16/100). Mr. Smith stated the underground utilities on Arthur Court were originally constructed in 1990 and are in fair condition. Mr. Smith stated this industrial street is approximately 750 linear feet in length and needs complete reconstruction.

Mr. Smith stated the scope of the proposed improvements will include an entirely new concrete roadway with new subbase, new curbs, new concrete driveway aprons, sidewalk replacement to meet ADA requirements, storm sewer improvements, streetlighting infrastructure replacement, and landscape restoration. Mr. Smith stated the end result will match previous improvements constructed as part of the Northern Industrial Business District (NIBD) Projects and Eastern Business District (EBD), leaving a long-lasting roadway with new utilities below for the businesses in the project area.

Mr. Smith stated in 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 Civiltech Engineering, Inc. is one of the short-listed firms to provide construction engineering services.

Mr. Smith stated Civiltech brings forth a very experienced project team that has successfully provided similar services to the Village, most recently on the Sesame Street Reconstruction SSA Project in the Eastern Business District. Mr. Smith stated the proposed engineering 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 Midland Standard Engineering and Testing as a sub-consultant, and includes all sub-grade, concrete and asphalt pavement assessments and observations.

Mr. Smith stated Civiltech's negotiated proposed work effort and fee totals a not-to-exceed amount of \$99,396. Mr. Smith stated this not-to-exceed fee equates to 10.5% of the estimated construction cost of \$945,225.87 for the project. Mr. Smith stated historically, the construction engineering fees for locally funded projects fall within 7-10% of the cost of construction.

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

Motion:

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

NAYS: None

All were in favor. Motion carried.

Resolution No. R-38-2025:

 President DeSimone gave the summarization of the action contemplated in Resolution No. <u>R-38-2025</u> entitled a Resolution Authorizing the Award of a Construction Contract for the Arthur Court Improvements to Everlast Blacktop, Inc. of Elgin, IL in the not-to-exceed amount of \$945,225.87.

Mr. Smith stated the Arthur Court Improvements are in the South Industrial Business District (SIBD) and include Arthur Court from Church Road to the east end. Mr. Smith stated Arther Court is an existing asphalt roadway with a pavement in very poor condition (2023 PCI score of 16/100).

Mr. Smith stated the underground utilities on Arthur Court were originally constructed in 1990 and are in fair condition. Mr. Smith stated this industrial street is approximately 750 linear feet in length and needs complete reconstruction.

Mr. Smith stated the scope of the proposed improvements will include an entirely new concrete roadway with new subbase, new curbs, new concrete driveway aprons, sidewalk replacement to meet ADA requirements, storm sewer improvements, streetlighting infrastructure replacement, and landscape restoration. Mr. Smith stated the end result will match previous improvements constructed as part of the Northern Industrial Business District (NIBD) Projects and Eastern Business District (EBD), leaving a long-lasting roadway with new utilities below for the businesses in the project area.

Mr. Smith stated on February 20, 2025 the project was advertised for bidders. Mr. Smith stated bids were received and opened on Tuesday March 11, 2025 for the project. Eight (8) contractors submitted bids for this project. Mr. Smith stated Everlast Blacktop submitted the lowest responsible bid.

Motion:

Trustee Perez made a motion to approve the resolution as presented. Trustee Lomax seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

PRESIDENT'S REMARKS:

President DeSimone made the following statement:

I want to make one thing clear: this Board was never going to approve the sale of cannabis in Bensenville. At the time it was brought up, I was still a Police Officer and it was constitutionally illegal to vote on it. So there was no way, shape or form this Board was voting to approve the sale of cannabis. The Village Manager's Office may of wanted it but this Board did not want it. Unfortunately, everyone has their right to their own option, if its based on facts. Unfortunately there is a group of people bent on spreading misinformation, half-truths and outright lies on social media to confuse Residents about the upcoming election, and it referendums. This weekend, personal attacks against my family also started in a last ditch effort to shame my family. It is unfortunate but not surprising these keyboard cowards are willing to say or do anything for the attention or to advance the hateful Rederick. Their accusations are absorbed. Their predications ridiculous. Remember, these people have their own personal agendas and admissions. It is very clears, they will continue to use any tactic to advance their crazy conspiracy theories and misguided beliefs. This Board and I are always willing to discuss an issue and I continue to invite any Resident to call or visit my office to discuss and questions or concerns. I will continue to do so throughout my time here as President.

President DeSimone announced Brush & Branch Removal 2025:

- Republic Services collects April through November: individual branches less than three feet in length and one inch in diameter on your regular trash collection day from your regular collection point
- Village Crews collect larger brush on the first full week of each month from April through November: Brush may be placed on the parkway for collection no later than 7:00 am on the first Monday of each month; full details can be found on the Village's website.

President DeSimone announced the next Senion Luncheon is scheduled for Friday, April 4th at the Heritage Center. Doors open at 10am, lunch is served at 11am; Bingo and Raffles will follow; full details can be found on the Village's website.

President DeSimone announced the Meet the Easter Bunny event on Sunday, April 6th from 10:00am – 12:00pm at the Center Theatre: Bring your phone/camera to take a photo with the Bunny at this FREE event. Treats and ice cream will be available for purchase at Center Theatre; full details can be found on the Village's website.

President DeSimone announced Earth Day Cleanup on Tuesday, April 22nd from 1pm-4pm at Redmond Park: Bring a friend or coworker for an outdoor walk while making a difference in our community! We will be picking up litter around Redmond Park, rain or shine. Please watch the forecast and dress for the weather. Gloves and trash bags will be available at the South parking lot, off George Street.; full details can be found on the Village's website

INTERIM MANAGERS

REPORT: Interim Village Manager, Dan Schulze, had no report.

VILLAGE ATTORNEY

REPORT: Village Attorney, P. Joseph Montana, stated he had no Village

Attorney Report.

UNFINISHED

BUSINESS: There was no unfinished business.

NEW BUSINESS: There was no new business.

EXECUTIVE

SESSION: Village Attorney, P. Joseph Montana, stated there was not a need for

Executive Session.

ADJOURNMENT: Trustee Perez made a motion to adjourn the meeting. Trustee

Carmona seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 6:45 p.m.

TYPE: Warrant	SUBMITTED BY: <u>Jessica Juarez</u>	DEPARTMENT: <u>Finance</u>	DAT E: 4/29/25
DESCRIPTION: Warrant - April 29, 202	<u>25, 25/4 \$3,366,576.39</u>		
<u>SUPPO</u>	RTS THE FOLLOWING	APPLICABLE VILLAG	SE GOALS:
COMMITTEE A	CTION:	D	ATE:
BACKGROUND:			
KEY ISSUES:			
ALTERNATIVES	:		
RECOMMENDA	TION:		
BUDGET IMPAC	CT:		
ACTION REQUIR Warrant - April 29, 202	RED: 25, 25/4 \$3,366,576.39		

ATTACHMENTS:

<u>Description</u> <u>Upload Date</u> <u>Type</u>

Warrant - April 29, 2025, 25/4 \$3,366,576.39 4/23/2025 Backup Material

VILLAGE OF BENSENVILLE WARRANT 25/4 **April 29, 2025**

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

1 / A

DAN SCHULZE
VILLAGE MANAGER

LISA BANOVETZ

FINANCE DIRECTOR

Finance to disburse \$3,366,576.39 the accounts indicated in the attached report. Approved by the Board of Trustees on April 29, 2025, hereby authorizing the Director of

NANCY QUINN VILLAGE CLERK

FRANK DESIMONE VILLAGE PRESIDENT

BENSENVILLE

FOR CHECKS DATED: 4/29/2025

		_			17. HANKORS				
INVOICE #	INVOICE DESCRIPTION	REMIT CITY F	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	W/T/MANUAL CHECK #
360 HAZARDO	360 HAZARDOUS CLEANUP, LLC								# # # # # # # # # # # # # # # # # # #
1438	JAIL CELL CLEANUP INV #1438	PLAINFIELD	20250875	12/25/2024	11040110-542110	В	R&M BUILDING	\$175.00	0
7 LAYER SOLUTIONS, INC. 1093	JTIONS. INC.							70.00	
12572	MANAGED IT SERVICES	SCHAUMBURG	20250885	05/01/2025	11020180-531260	Z Z	INFO TECHNOLOGY SERVICES	\$12,570.00 \$1 450 00	00
						;		14,020.00	
ACQUA CONTI 1984	ACQUA CONTRACTORS CORP								
PAY REQUEST 7 REQUEST #1	R-99-2024 - ADDISON CREEK PHAS R-20-2025 - CONSTRUCTION CONTI	ELMHURST ELMHURST	20250392 20250716	05/11/2025 05/17/2025	31080850-596000 51080860-596000	PW W	CAPITAL CONSTRUCTION CAPITAL CONSTRUCTION	\$183,925.71 \$50,645.51	0 0
ACS ENTERPRISES, INC	ISES, INC.							234,571.22	
23846	R-191-2024 - HVAC FILTERS	CHICAGO	20250137	05/08/2025	11050440-542110	P₩	R&M BUILDING	\$973.95	0
ADDISON BUIL	ADDISON BUILDING MATERIAL, CO. 3628							81 3.83	
116591 116593	STREETLIGHT MATERIALS	ARLINGTON HE	20250564	03/09/2025	11050420-552670	P P	MATERIAL/SUPPLIES-ST LIGHTS	\$97.20 \$-97.20	. 0
116595	STREETLIGHT PARTS	ARLINGTON HE	20250565	03/09/2025	11050420-552670	W	MATERIAL/SUPPLIES-ST LIGHTS	\$59.34 59.34	0
ADVANCE AUTO PARTS 808	O PARTS								
871223431743	OIL STABILIZER FOR SQUAD #315,	BENSENVILLE	20251106	09/14/2022	11040110-542410	8	R&M VEHICLES	\$17.38	0
8751225232677 8751227941769	SHOP SUPPLIES OIL STABILIZER SQUAD 315 INV #8.	BENSENVILLE	20251072 20251108	10/09/2022	11050490-552130 11040110-542410	₽₽	MATERIAL/SUPPLIES-VEHICLES R&M VEHICLES	\$33.05 \$17.37	00
8751230025119	STREET DEPARTMENT TRAILER	BENSENVILLE	20251074	11/26/2022	11050420-542410	PW	R & M VEHICLES	\$45.05	0
8751319271302	DOOR REPAIR KIT FOR SQUAD #31	BENSENVILLE	20251107	08/10/2023	11040110-542410	P	R&M VEHICLES	\$51,45	0
8751404075416	CORE RETURN	BENSENVILLE		02/09/2024	11050420-542410	Ŧ	R & M VEHICLES	\$ -22.00	0
8751411776865	CREDIT MEMO	BENSENVILLE		04/26/2024	11050420-542410	Z	R & M VEHICLES	\$-24.00	0
8751434746402 8751500736331	#231- SERPENTINE BELT; ALTERNA CREDIT	BENSENVILLE	20251073	01/11/2025 01/07/2025	51050540-542410 11050420-542410	₽ P	R&M VEHICLES	\$373.00 \$-36.15	0 0
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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	W/T/MANUAL CHECK #
109146	AED units & electrodes (pads)	PALATINE	20251030	05/15/2025	11020190-552135	ð	MATERIAL/SUPPLIES-EQUIPMENT	\$7,022.00	0
AFLAC 980 MARCH 2025	MARCH 2025	COLUMBUS	20251119	05/11/2025	11000000-214130	T Z	PAYROLL DEDUCTN-AFLAC	\$1,166.76	9008332
AFSCME 3105								1,166.76	
3.28.25	MVP NATIONAL PEOPLE CLUB		20250841	04/27/2025	11000000-218100	Z	PAYROLL DEDUCT'N-UNION DUES	\$8,40	9008312
3.28.25-2	UNION DUES		20250842	04/27/2025	11000000-218100	2	PAYROLL DEDUCT'N-UNION DUES	\$1,925.76	9008320
4.11.25	MVP NATIONAL PEOPLE CLUB		20251133	05/11/2025	11000000-218100	Ž	PAYROLL DEDUCTN-UNION DUES	\$8.40 1,942.56	9008334
ALBERT, NATHAN	AN								
2314						2))	•
		1				;		51 13	` (
AMAZON CAPIT	AMAZON CAPITAL SERVICES INC								
2261			200			1			•
16GG-J61C-JCTP		SEATTLE	20250908	05/08/2025	11030110-551110	2 3	MATERIALS/SUPPLIES-ADMIN	\$22.67	o (
16VY-99XJ-PY6P	AMAZON PURCHASES	SEATTLE	20250855	04/25/2025	11030110-551110	Z	MATERIALS/SUPPLIES-ADMIN	\$65.72	0
174Y-16Q6-H431	AMAZON PURCHASES	SEATTLE	20250855	04/25/2025	11070750-577010	Z	SPECIAL FUNCTIONS	\$117.97	0
17V7-69YG-NTGF	AMAZON PURCHASE	SEATTLE	20250947	05/08/2025	11030110-552125	Ę	MATERIALS/SUPPLIES-CLEANING	\$17.88	0
17WQ-H1HF-6MD	17WQ-H1HF-6MDX AMAZON PURCHASE	SEATTLE	20251014	05/10/2025	11050110-521510	Z	TRAINING PROGRAMS/SESSIONS	\$232.32	0
199K-DKQH-RKKV	AMAZON PURCHASES	SEATTLE	20250855	04/17/2025	51050570-542310	Ę	R&M MATERIALS & EQUIPMENT	\$220.86	0
1D6Q-4RJX-N6ND		SEATTLE	20250903	05/06/2025	11020190-552135	2	MATERIAL/SUPPLIES-EQUIPMENT	\$530.47	0
1D/G-11RV-G1R6	AMAZON FURCHASES	SEATTLE	20251127	05/11/2025	11020180-552135	Ž	MATERIAL/SUPPLIES-EQUIPMENT	\$81.48	
1DF9-V3F7-1HCF	AMAZON BURCHASES	SEATTLE	20250890	05/02/2025	11020130-551110	2 2	MATERIALS/SUPPLIES-ADMIN	\$109.43	» o
1FYN-CMYF-1KPV		SEATTLE	20251014	05/10/2025	11050110-521510	Z :	TRAINING PROGRAMS/SESSIONS	\$17.98	0 (
1G4N-41M4-NP91	AMAZON PURCHASES	SEATTLE	20250890	04/25/2025	11050440-542110	Ž	R&M BUILDING	\$301.50	0
1G4N-41M4-NP91	AMAZON PURCHASES	SEATTLE	20250890	04/25/2025	11020190-552135	Ŗ	MATERIAL/SUPPLIES-EQUIPMENT	\$301.50	0
1G7Y-QH9H-1YC7	AMAZON PURCHASES	SEATTLE	20250890	05/02/2025	11020180-551110	ž	MATERIALS/SUPPLIES-ADMIN	\$155.95	0
1HF1-PP3G-1R7F	AMAZON PURCHASES	SEATTLE	20250890	05/02/2025	11174100-542112	Ž	R&M BUILDING-CLEANING	\$40.18	0
1HW3-VV6X-3PTP	AMAZON PURCHASES	SEATTLE	20251127	05/10/2025	11050110-542410	Ę	R&M VEHICLES	\$65.63	0
1HW3-VV6X-4KTR	AMAZON PURCHASES	SEATTLE	20251127	05/10/2025	11020180-552135	ž	MATERIAL/SUPPLIES-EQUIPMENT	\$207.87	0
1JDP-LRRF-MXJK	CREDIT MEMO	SEATTLE		03/21/2025	11020110-551110	Ę	MATERIALS/SUPPLIES-ADMIN	\$-567.59	0
1K4C-HP6P-G7YT		SEATTLE	20250890	04/30/2025	11070760-542310	Z	R&M EQUIPMENT	\$161.07	0
1KFM-N47G-GG6T	AMAZON PURCHASES	SEATTLE	20251127	05/15/2025	11030110-551110	ž	MATERIALS/SUPPLIES-ADMIN	\$28.49	0

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NAVOICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEFT ACCOUNT DESCRIPTION CHICATOR PURCHASES	33 51 9	\$71.51 310.88	GAS-PROPANE	Ş, Y	11174100-541385	05/08/2025	20251019	PITTSBURGH	INV# 3176180280 PROPANE REFILL	3176180280
NIVOIGE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTION CHICATORY POLICIAGES SEATTLE 20259085 ACCOUNT DESCRIPTION CHICATORY POLICIAGES SEATTLE 20259174 69592025 11000110-551110 FN MATERIAL-SUPPLIES-ADMIN \$40.99	6	\$67.96	GAS-PROPANE	နှ ရ	11174100-541385	05/01/2025	20251019	PITTSBURGH	INV#3176180280 PROPANE REFILL	3175992461
NACOCCE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO. DEPT DESCRIPTION CHECK ACCOUNT DESCRIPTION ACCOUNT DESCRIPTION ACCOUNT DESCRIPTION ACCOUNT DESCRIPTION CHECK	76	\$96.	GAS-PROPANE	S FI	11174100-541385	04/24/2025	20250854	PITTSBURGH	PROPANE REFILL	3175655925
	65	\$74.6	GAS-PROPANE	S H	11174100-541385	04/16/2025	20250854	PITTSBURGH	PROPANE REFILL	2091 3175468444
	96	8,530.(ROPANE LP	AMERIGAS PR
	8	\$8,530.0	OTHER CONTRACTUAL SERVICES	Wd	51050540-549990	03/19/2025		LAGRANGE HIC	EMERGENCY WATER MAIN BREAK	1666
NOTE NOTE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTION S166.33	9).cee							MUNICIPAL PRIVATE PLUN	AMERICAN MI 2292
INVOICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTION AMOUNT	8	\$995.0	OTHER CONTRACTUAL SERVICES	Ę	51030250-549990	05/01/2025		COLORADO SF	AQUAHAWK 5/1/25-6/1/25	17907
	6	360.0							CONSERVATION & BILLING	AMERICAN CO
SCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTION \$156.33 SHASES SEATTLE 20251014 05/10/2025 51050547-554810 FN RAM BUILDING \$15.36 \$35.36 SHASES SEATTLE 20251014 05/09/2025 11050440-54210 FN RAM BUILDING \$15.39 SHASES SEATTLE 20250855 04/17/2025 51050540-554810 FN MATERIAL/SUPPLIES-EQUIPMENT \$41.48 SHASES <td< td=""><td>8</td><td>\$360.0</td><td>TRAINING PROGRAMS/SESSIONS</td><td>P</td><td>11040110-521510</td><td>05/01/2025</td><td>20250874</td><td>ADDISON</td><td>MARCH PD WELLNESS PROGRAM</td><td>0453</td></td<>	8	\$360.0	TRAINING PROGRAMS/SESSIONS	P	11040110-521510	05/01/2025	20250874	ADDISON	MARCH PD WELLNESS PROGRAM	0453
SCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTION CHECK AMOUNT PO NUMBER PASES SEATTLE 20250855 04/26/2025 11020180-552135 FN MATERIAL/SUPPLIES-EQUIPMENT \$156.33 PHASE SEATTLE 20251014 05/18/2025 11030110-551110 FN MATERIAL/SUPPLIES-EQUIPMENT \$40.93 PHASE SEATTLE 20251014 05/18/2025 11030110-551110 FN MATERIAL/SUPPLIES-EQUIPMENT \$40.93 PHASE SEATTLE 20251014 05/18/2025 11050440-542110 FN MATERIAL/SUPPLIES-EQUIPMENT \$55.36 PHASE SEATTLE 20251014 05/16/2025 11050440-542110 FN R&M BUILDING \$45.93 PHASE SEATTLE 20251014 05/16/2025 11050440-542110 FN R&M BUILDING \$45.99 PHASE SEATTLE 20251014 05/09/2025 11020190-5521310 FN R&M VEHICLES \$20.99 PHASE SEATTLE 20250855 04/17/2025 51050540-										2158
SCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTION ACHECK ACCOUNT DESCRIPTION CHECK ACCOUNT DESCRIPTION ACCOUNT DESCRIPTION CHECK ACCOUNT DESCRIPTION \$156.33 SHASES SEATTLE 20251014 05/08/2025 11030110-551110 FN MATERIAL/SUPPLIES-ADMIN \$40.99 SHASE SEATTLE 20251014 05/08/2025 11050440-542110 FN MATERIAL/SUPPLIES-ADMIN \$40.99 SHASE SEATTLE 20250856 04/26/2025 32080800-594000 FN CAPITAL OUTLAY-MACHINERY & E \$2.324.70 SHASE SEATTLE 20251137 05/14/2025 11050110-521510 FN R&M VEHICLES \$85.99 SHASES SEATTLE 20251014 05/09/2025 11020190-542410 FN R&M VEHICLES \$20.99 SHASES SEATTLE 20250855 04/17/2025 5102	35	8,158.0							AVELING MASSAGE	AMBER'S TRA
INVOICE DESCRIPTION	99	\$-47.9	SPECIAL FUNCTIONS	FΖ	11070750-577010	03/29/2025		SEATTLE	Y7G CREDIT MEMO	1YJW-VWG7-3Y
INVOICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTION AMOUNT AMOUNT AMAZON PURCHASES SEATTLE 20250855 04/26/2025 11020180-552135 FN MATERIAL/SUPPLIES-EQUIPMENT \$16.33 GL17 AMAZON PURCHASES SEATTLE 20251174 05/18/2025 11020180-552135 FN MATERIAL/SUPPLIES-EQUIPMENT \$16.33 GL17 AMAZON PURCHASE SEATTLE 20251014 05/09/2025 11020140-542110 FN MATERIAL/SUPPLIES-ADMIN \$869.94 C-1781 AMAZON PURCHASE SEATTLE 20251014 05/16/2025 11050440-542110 FN MATERIAL/SUPPLIES-ADMIN \$869.94 C-1781 AMAZON PURCHASE SEATTLE 20250856 04/26/2025 32080800-594000 FN CAPITAL OUTLAY-MACHINERY & E \$2.324.70 C-1781 AMAZON PURCHASE SEATTLE 20251137 05/16/2025 11050440-542110 FN R&M BUILDING \$853.36 C-1781 AMAZON PURCHASE SEATTLE 20251137 05/16/2025 1105040-54210 FN R&M BUILDING \$853.36 C-1781 AMAZON PURCHASE SEATTLE 20251137 05/16/2025 1105040-542110 FN R&M VEHICLES \$2.324.70 C-1781 AMAZON PURCHASE SEATTLE 20250855 04/17/2025 1105040-542610 FN MATERIAL/SUPPLIES-EQUIPMENT \$451.48 C-1781 AMAZON PURCHASE SEATTLE 20250855 04/17/2025 1105040-542610 FN MATERIAL/SUPPLIES-EQUIPMENT \$481.48 C-1781 AMAZON PURCHASE SEATTLE 20250855 04/17/2025 51050540-554810 FN MATERIAL/SUPPLIES-EQUIPMENT \$471.10 C-1781 AMAZON PURCHASE SEATTLE 20250855 04/17/2025 51050540-554810 FN MATERIAL/SUPPLIES-EQUIPMENT \$47.10 C-1781 AMAZON PURCHASE SEATTLE 20250855 04/17/2025 51050540-554810 FN MATERIAL/SUPPLIES-EQUIPMENT \$47.10 C-1781 AMAZON PURCHASE SEATTLE 20250855 04/17/2025 11070790-557810 FN R&M VEHICLES \$30.05 C-1781 AMAZON PURCHASE SEATTLE 20250855 04/17/2025 11070790-557810 FN R&M VEHICLES \$30.56 C-1781 AMAZON PURCHASE SEATTLE 20250855 04/17/2025 3008080-594000 FN CAPITAL OUTLAY-MACHINERY & \$1,259.00 C-1781 AMAZON PURCHASE SEATTLE 20250855	29	\$71.	SMALL TOOLS & EQUIPMENT	Ÿ	11020180-554510	05/10/2025	20251014	SEATTLE		1XVF-RQYT-3C.
INVOICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTION AMOUNT \$165.33	8	\$1,259.0	CAPITAL OUTLAY-MACHINERY & E	FZ	32080800-594000	04/25/2025	20250855	SEATTLE		1XD4-GT1K-1GH
INVOICE DESCRIPTION	65	\$305.6	FOOD ITEMS	Ę	11070790-557810	05/07/2025	20250891	SEATTLE		1X9F-1341-1QT
INVOICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTION ACCOUNT DESCRIPTION ACCOUNT DESCRIPTION AMAZON PURCHASES SEATTLE 20250855 04/26/2025 11020180-552135 FN MATERIAL/SUPPLIES-EQUIPMENT \$16.33 FN MATERIAL/SUPPLIES-EQUIPMENT \$40.99 \$40	99	\$100.	R&M VEHICLES	Ÿ	11050430-542410	04/19/2025	20250855	SEATTLE	371 AMAZON PURCHASES	1X3W-F7RW-C3
INVOICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTION AMOUNT ACCOUNT DESCRIPTION AMOUNT ACCOUNT DESCRIPTION AMOUNT AMOUNT ACCOUNT DESCRIPTION AMOUNT AMOUNT ACCOUNT DESCRIPTION AMOUNT AMOUNT ACCOUNT DESCRIPTION AMOUNT AMOUNT ACCOUNT DESCRIPTION AMOUNT ACCOUNT DESCRIPTION AMOUNT ACCOUNT DESCRIPTION AMOUNT AMOUNT AMOUNT AMOUNT AMOUNT ACCOUNT DESCRIPTION AMOUNT AMOUNT AMOUNT AMOUNT ACCOUNT DESCRIPTION AMOTERIAL/SUPPLIES-EQUIPMENT \$15.33 ANAITERIAL/SUPPLIES-EQUIPMENT \$115.99 AMOUNT AMATERIAL/SUPPLIES-EQUIPMENT ACCOUNT DESCRIPTION AMOUNT AMOUNT AMOUNT ACCOUNT DESCRIPTION AMATERIAL/SUPPLIES-EQUIPMENT ACCOUNT DESCRIPTION ACCOUNT DESCRIPTION AMATERIAL/SUPPLIES-EQUIPMENT ACCOUNT DESCRIPTION AMATERIAL/SUPPLIES-EQUIPMENT ACCOUNT DESCRIPTION AMATERIAL/SUPPLIES-EQUIPMENT ACCOUNT DESCRIPTION ACCOUNT DESCRIPTION	9	\$35.0	R&M ICE RESURFACER	Ÿ	11174100-542610	04/17/2025	20250855	SEATTLE	21KV AMAZON PURCHASES	1RNW-N14C-Q1
INVOICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTION AMOUNT AMOUNT ACCOUNT DESCRIPTION AMOUNT AMOUNT AMOUNT AMOUNT AMOUNT AMAZON PURCHASES SEATTLE 20251014 ACCOUNT DESCRIPTION AMATERIAL/SUPPLIES-EQUIPMENT \$40.99 \$55.36 \$55.36 \$54.70 \$40.99 \$55.36 \$55.36 \$54.70 \$55.36 \$54.70 \$55.36 \$54.70 \$55.36 \$54.70 \$55.36 \$54.70 \$55.36 \$56.39 \$57.7554810 \$70.7010-52150 \$70.7010-52150 \$70.7010-52150 \$70.7010-5	6	\$47.	UNIFORMS	Ÿ	51050540-554810	04/17/2025	20250855	SEATTLE	TR7 AMAZON PURCHASES	1RNW-114C-XTI
INVOICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTION AMOUNT	86	\$36.	UNIFORMS	Ę	51050540-554810	04/17/2025	20250855	SEATTLE		1RNW-114C-XT
INVOICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTION CHECK AMOUNT <-79YD	48	\$-81.	MATERIAL/SUPPLIES-EQUIPMENT	Ÿ	11020190-552135	04/15/2025		SEATTLE		1RCK-KXQY-D4
INVOICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTION CHECK AMOUNT <-79YD	99	\$20.9	R&M VEHICLES	Ŧ	11020190-542410	05/09/2025	20251014	SEATTLE	MQ(AMAZON PURCHASE	1QRJ-WNQL-DN
INVOICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTION AMOUNT \$156.33 GL17 AMAZON PURCHASES SEATTLE 20251174 C1F3L AMAZON PURCHASE SEATTLE SEATTLE 20251014 C1F3L AMAZON PURCHASE SEATTLE SEATTLE 20251014 C1F3L AMAZON PURCHASE SEATTLE 20251014 C1F3L AMAZON PURCHASE SEATTLE SEATTLE 20251014 C1F3L AMAZON PURCHASE SEATTLE C1CTAN C1F3L AMAZON PURCHASE SEATTLE C1CTAN C1F3L AMAZON PURCHASE SEATTLE C1CTAN C1F3L CAPITAL OUTLAY-MACHINERY & E \$2,324.70 \$115.99 SEATTLE C1CTAN C1F3L AMAZON PURCHASE SEATTLE C1CTAN C1F3L CAPITAL OUTLAY-MACHINERY & E \$2,324.70 SEATTLE C1CTAN C1F3L CAPITAL OUTLAY-MACHINERY & E \$2,324.70 SEATTLE C1CTAN C1F3L CAPITAL OUTLAY-MACHINERY & E \$2,324.70 SEATTLE C1CTAN C1CTAN C1F3L CAPITAL OUTLAY-MACHINERY & E \$2,324.70 SEATTLE C1CTAN C1F3L CAPITAL OUTLAY-MACHINERY & E \$2,324.70 C1CTAN C1F3L CAPITAL OUTLAY-MACHINERY & E \$2,324.70 C1CTAN C1CTAN C1F3L CAPITAL OUTLAY-MACHINERY & E \$2,324.70 C1CTAN C1CTA	99	\$65.	TRAINING PROGRAMS/SESSIONS	Ŧ	11050110-521510	05/14/2025	20251127	SEATTLE		1QHP-3NM9-91
INVOICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTION AMOUNT \$156.33 GL17 AMAZON PURCHASES SEATTLE 20251174 C9YQ AMAZON PURCHASE SEATTLE 20251014 305/10/2025 302080800-594000 FN CAPITAL OUTLAY-MACHINERY & E \$2,324.70	99	\$115.	R&M BUILDING	Ę	11050440-542110	05/16/2025	20251137	SEATTLE	3JW AMAZON PURCHASE	1036-0017-13
INVOICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTION AMOUNT \$156.33 GL17 AMAZON PURCHASES SEATTLE 20251014 20251014 DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTION AMOUNT \$40.99	70	\$2,324.	CAPITAL OUTLAY-MACHINERY & E	£	32080800-594000	04/26/2025	20250856	SEATTLE	KMKI AMAZON PURCHASE	1MWP-V7PG-KN
INVOICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTION AMOUNT 4.79YD AMAZON PURCHASES SEATTLE 20250855 04/26/2025 11020180-552135 FN MATERIAL/SUPPLIES-EQUIPMENT \$156.33 5.6L17 AMAZON PURCHASE SEATTLE 20251174 05/18/2025 11030110-551110 FN MATERIAL/SUPPLIES-ADMIN \$40.99 5.69YQ AMAZON PURCHASE SEATTLE 20251014 05/09/2025 11050440-542110 FN R&M BUILDING \$869.94	36	\$55.	UNIFORMS	Z	51050577-554810	05/10/2025	20251014	SEATTLE		1MPV-R3VY-1F
INVOICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTION AMOUNT 4.79YD AMAZON PURCHASES SEATTLE 20250855 04/26/2025 11020180-552135 FN MATERIAL/SUPPLIES-EQUIPMENT \$156.33 5.6117 AMAZON PURCHASE SEATTLE 20251174 05/18/2025 11030110-551110 FN MATERIALS/SUPPLIES-ADMIN \$40.99	94	\$869.	R&M BUILDING	ž	11050440-542110	05/09/2025	20251014	SEATTLE		1MLD-X1R9-C9
INVOICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTION AMOUNT 4.79YD AMAZON PURCHASES SEATTLE 20250855 04/26/2025 11020180-552135 FN MATERIAL/SUPPLIES-EQUIPMENT \$156.33	99	\$40.	MATERIALS/SUPPLIES-ADMIN	Ę	11030110-551110	05/18/2025	20251174	SEATTLE		1M36-LD1F-GL1
INVOICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTION AMOUNT	33	\$156.	MATERIAL/SUPPLIES-EQUIPMENT	Ŧ	11020180-552135	04/26/2025	20250855	SEATTLE		1KMT-X6WX-79
	VT CHECK#	AMOUN	ACCOUNT DESCRIPTION	DEPT	ACCOUNT NO		PO NUMBER	REMIT CITY	INVOICE DESCRIPTION	NVCICE #

FOR CHECKS DATED: 4/29/2025

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	DUE DATE ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	W/T/MANUAL CHECK #
ANDERSON LOCK CO	OCK CO.		:			:		:	
6304	NEW KEYS FOR VIII AGE HALL	DEG DI AINEG	20250877	04/17/2025	11050440 543110	Š		*34 53	Þ
								34.53	
ANDERSON P	ANDERSON PEST SOLUTIONS							ŧ	
9474									
74951800	INV# 74951800 MONTHLY PEST CO	ELMHURST	20250865	04/01/2025	11070790-549990	Ş	OTHER CONTRACTUAL SERVICE	\$70.02	0
76199459	INV# 76199459 MONTHLY PEST COI	ELMHURST	20251026	05/06/2025	11070790-549990	S.	OTHER CONTRACTUAL SERVICE	\$70,02	0
76203832	INV# 76203832 MONTHLY PEST COI	ELMHURST	20251063	05/03/2025	11070760-549990	S.	OTHER CONTRACTUAL SERVICE	\$45,00	0
76203832	INV# 76203832 MONTHLY PEST COI	ELMHURST	20251063	05/03/2025	11174100-549990	y Ti	OTHER CONTRACTUAL SERVICE	\$45.00	0
								230.04	
ANGEL STUDIOS INC	OS INC							!	
2131									
אטרב פאניאאני	ROLE BREARERS WOVIE RENIAL FEES - ROLE BREA	77.000	0201020	CZ0/2/92/#0	110/0/90-34/910	4	MOVIE RENIAL FEED	\$91.09	c
AQUA PURE E	AQUA PURE ENTERPRISES, INC.							91.09	
0153117-IN	INV# 0153117-IN POOL CHEMICALS	ROMEOVILLE	20250867	04/27/2025	11070760-554120	ş	CHEMICALS	\$2,128.55	0
								2,128.55	
1599									
24410	BADGES & BADGE CASES, INV #24 COUNTRYSIDE	COUNTRYSIDE	20250935	02/13/2025	11040340-554810	8	UNIFORMS - PURCHASE	\$2,612.41	0
								2,612.41	
A-SPECIAL EL	A-SPECIAL ELECTRIC SERVICE & SUF								
3568									
158995	LUNCH ROOM REMODEL	WOOD DALE	20250975	04/11/2025	11050440-542110	PW	R&M BUILDING	\$47.25	0
158996	LUNCH ROOM REMODEL	WOOD DALE	20250975	04/11/2025	11050440-542110	ΡW	R&M BUILDING	\$134.95	0
159040	VH MAINTENANCE	WOOD DALE	20250976	04/27/2025	11050440-542110	ΡW	R&M BUILDING	\$245,00	0
159041	STREET TOOL	WOOD DALE	20250974	04/27/2025	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$24.50	0
AYRE PRODUCTIONS	CTIONS							451.70	
2099									
MIP 2025	RESOLUTION NO.R-12-2025 2025 S	ALGONQUIN	20250291	05/01/2025	11070750-577012	SE	MUSIC IN THE PARK	\$9,750.00	0
BACKGROUNDS ONLINE	DS ONLINE							9,/50.00	
2229									
577601	MARCH 2025 BACKGROUNDS	SACRAMENTO	20250880	04/30/2025	11020130-541210	₽	PHYSICAL EXAMS	\$32.75 32.75	0

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EXPENDITURE APPROVAL LIST FOR CHECKS DATED: 4/29/2025 MITCHY PONUMBER DUF DATE ACCOUNT NO DEPT

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EXPENDITURE APPROVAL LIST

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NVOICE #	INVOICE DESCRIPTION	REMIT CITY P	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	W/T/MANUAL CHECK#
			:			!		42,040.09	!
2268	1E032 (E)								
101979373	EXAM REIMBURSEMENT	BENSENVILLE		04/27/2025	11020130-522110	Ž	EXPENSE REIMBURSEMENT	\$240.00	0
BLUE FOX EN	BLUE FOX ENTERTAINMENT 2 LLC							240.00	
A.S.S WK2	MOVIE RENTAL FEES - A SLOTH ST SALT LAKE CIT	SALT LAKE CIT	20250853	04/12/2025	11070790-547910	SE	MOVIE RENTAL FEES	\$35.59	0
BN CONTROLS INC	SINC							35.59	
2287 1450	BELMONT LIFT STATION TROUBLE:	GENEVA	20251151	04/28/2025	51050560-542310	₽¥	R&M MATERIALS & FOLIPMENT	\$1 440 00	>
BOND REFUND	0							1,440.00	
99									
12731-26847	KAISER FAMILY LIMITED PARTNER			04/04/2025	75000000-226283	Ŧ	DEPOSITS-PERFORMANCE BD RO	\$405.00	0
13706-44130	LEGACY WINDOWS AND DOORS LL			04/01/2025	75000000-226283	T) 1	DEPOSITS-PERFORMANCE BD RO	\$225.00	0 0
13775-46186	EPSTEIN, ANNA			04/01/2025	75000000-226283	P	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
13788-208738	CARDINAL FENCE & SUPPLY INC			04/01/2025	75000000-226283	P	DEPOSITS-PERFORMANCE BD RO	\$180,00	0
13795-41090	ARREGUIN, MARIA			04/01/2025	75000000-226283	Z	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
13809-46179	NUSN SECURITY			04/17/2025	750000000-226263	2 2	DEBOGITG-BEREORMANCE BURO	\$180.00	o c
13823-46190	GCPRO LLC			04/01/2025	75000000-226283	Ξ	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
13826-31770	TAYLOR PLUMBING INC.			04/15/2025	75000000-226283	Ž	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
13840-46201	NOAH'S ROOFING			04/15/2025	75000000-226283	?	DEPOSITS-PERFORMANCE BD RO	\$70.00	, 0
13853-37287	MIDAMERICA ROOFING INC			04/15/2025	75000000-226283	7 :	DEPOSITS-PERFORMANCE BD RO	\$225.00	0 (
13856-46214	PEACH STATE ROOFING			04/15/2025	75000000-226283	P	DEPOSITS-PERFORMANCE BD RO	\$225.00	0
13861-43398	US WATERPROOFING			04/17/2025	75000000-226283	Z	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
138/5-46242	CHICAGO AUTO SALES			04/04/2025	75000000-226283	Z	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
13887-46170	FLAHERTY JOHN			04/17/2025	75000000-226283	n T	DEPOSITS BEBEODMANCE BD BO	\$225.00	,
13898-46247	WINDY CITY CONSTRUCTION			04/15/2025	75000000-226283	Ę	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
13899-44633	PEERLESS ENTERPRISES, INC			04/15/2025	75000000-226283	Ϋ́	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
13912-46250	ADVANTAGE PAVING SOLUTIONS,			04/17/2025	75000000-226283	P	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
13921-45070	211 BEELINE DRIVE ASSOCIATION			04/17/2025	75000000-226283	Z	DEPOSITS-PERFORMANCE BD RO	\$45.00	0
13933-27328 2	BOND SIGN REFUND APP 13933			04/01/2025	75000000-226283	n T	DEPOSITS-PERFORMANCE BD RO	\$155.00	
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c	\$180.00	DEFOSIT S-FERFORMANCE BD RO	7	11000000-226283	04/17/2025		NORTHWARD MANAGEMENT, ELC	61001-17041
. 0	\$105.00	DEPOSITS-PERFORMANCE BD RO	ı m	75000000-226283	04/17/2025		ABC PHCE	14520-38624
0	\$180.00	DEPOSITS-PERFORMANCE BD RO	ŋ	11000000-226283	04/04/2025		CYBOR FIRE PROTECTION	14497-17854
	\$180.00	DEPOSITS-PERFORMANCE BD RO	Ϋ́	11000000-226283	04/04/2025		SUPERIOR FIRE & SECURITY	14490-46601
0	\$217.00	DEPOSITS-PERFORMANCE BD RO	Ϋ́	75000000-226283	04/04/2025	S	SUNRUN INSTALLATION SERVICES	14428-39110
0	\$135.00	DEPOSITS-PERFORMANCE BD RO	Ŧ	75000000-226283	04/04/2025	_	ARCO/ MURRAY NATIONALB NR AL	14409-46544
0	\$70.00	DEPOSITS-PERFORMANCE BD RO	Ŧ	75000000-226283	04/17/2025		CANO, ARTURO	14398-28192
0	\$180.00	DEPOSITS-PERFORMANCE BD RO	Ÿ	75000000-226283	04/17/2025		K.L. ELECTRIC COMPANY INC.	14395-46000
0	\$70.00	DEPOSITS-PERFORMANCE BD RO	Z	75000000-226283	04/17/2025	S	DO-RITE HOME REMODELING COM	14360-33532
0	\$180.00	DEPOSITS-PERFORMANCE BD RO	72	75000000-226283	04/17/2025		SONNY SHAH	14353-10274
0	\$400,00	DEPOSITS-PERFORMANCE BD RO	Ŧ	75000000-226283	04/04/2025	=	COMPLETE BUILDING MAINTENANG	14344-15659
0	\$135.00	DEPOSITS-PERFORMANCE BD RO	P	75000000-226283	04/17/2025		DEPENDABLE CONCRETE INC	14337-22672
0	\$105.00	DEPOSITS-PERFORMANCE BD RO	Ð	75000000-226283	04/17/2025		REVAMP FENCE AND DECK	14336-46212
0	\$400.00	DEPOSITS-PERFORMANCE BD RO	Ę	75000000-226283	04/17/2025		ALL AMERICAN ROOFING INC.	14333-12205
0	\$225.00	DEPOSITS-PERFORMANCE BD RO	Z	75000000-226283	04/17/2025		MIDAMERICA ROOFING INC	14327-37287
0	\$35.00	DEPOSITS-PERFORMANCE BD RO	Z	75000000-226283	04/15/2025		INGRAM, ROSA	14320-205060
0	\$90.00	DEPOSITS-PERFORMANCE BD RO	Z	75000000-226283	04/17/2025		RJ CONCRETE	14318-45978
0	\$180.00	DEPOSITS-PERFORMANCE BD RO	Ę	75000000-226283	04/17/2025		OLYMPIK SIGNS, INC.	14316-27328
0	\$179.50	DEPOSITS-PERFORMANCE BD RO	Z	75000000-226283	04/17/2025		BEAR CONSTRUCTION	14314-46291
0	\$90.00	DEPOSITS-PERFORMANCE BD RO	Z	75000000-226283	04/15/2025		KATZ, IRA	14308-305190
0	\$180.00	DEPOSITS-PERFORMANCE BD RO	Z	75000000-226283	04/15/2025		KONE INC.	14307-29501
0	\$70.00	DEPOSITS-PERFORMANCE BD RO	Ŧ	75000000-226283	04/17/2025		ADVANCED ROOFING TEAM	14302-46484
0	\$105.00	DEPOSITS-PERFORMANCE BD RO	Ŧ	75000000-226283	04/17/2025		STEELE & LOEBER LUMBER CO.	14279-23754
0	\$70.00	DEPOSITS-PERFORMANCE BD RO	Ŧ	75000000-226283	04/15/2025	•	STORM RESTORATION PROS SRP	14270-46437
0	\$70.00	DEPOSITS-PERFORMANCE BD RO	Ŧ	75000000-226283	04/17/2025		SELECTIVE FENCE LLC	14253-46458
0	\$105.00	DEPOSITS-PERFORMANCE BD RO	ΨZ	75000000-226283	04/17/2025		ABLE CONSTRUCTION	14252-20977
0	\$105.00	DEPOSITS-PERFORMANCE BD RO	ΨZ	75000000-226283	04/17/2025		PEERLESS ENTERPRISES, INC	14244-44633
0	\$70.00	DEPOSITS-PERFORMANCE BD RO	Ę	75000000-226283	04/17/2025		LECLERCQ, JONATHAN	14177-46139
0	\$180.00	DEPOSITS-PERFORMANCE BD RO	Ŧ	75000000-226283	04/17/2025		RETHINK ELECTRIC	14172-44741
0	\$70.00	DEPOSITS-PERFORMANCE BD RO	FN	75000000-226283	04/01/2025		EX STINK PLUMBING &B SEWER	14119-44098
0	\$180.00	DEPOSITS-PERFORMANCE BD RO	Ę	75000000-226283	04/01/2025		IC INDUSTRIAL REIT C/O CBRE	14099-36285
0	\$70.00	DEPOSITS-PERFORMANCE BD RO	Ð	75000000-226283	04/17/2025		EURO-TECH, INC	14052-303269
0	\$225.00	DEPOSITS-PERFORMANCE BD RO	Ŧ	75000000-226283	04/15/2025		TINO'S ROOFING PLLC	13996-46312
0	\$135.00	DEPOSITS-PERFORMANCE BD RO	Ð	75000000-226283	04/01/2025	~	MURPHY CONSTRUCTION SERVICE	13979-44132
0	\$180.00	DEPOSITS-PERFORMANCE BD RO	Ę	75000000-226283	04/17/2025		RMV ROOFING SOLUTION INC	13977-46302
0	\$70.00	DEPOSITS-PERFORMANCE BD RO	'n	75000000-226283	04/04/2025		EMPIRE RENOVATION INC	13972-31947
0	\$450.00	AP-DEPOSITS HELD STRMWTR BC	Ę	75000000-226281	04/17/2025		GRAND COUNTY LLC	13961-38299
0	\$60.00	DEPOSITS-PERFORMANCE BD RO	Ę	75000000-226283	04/01/2025		KAPITAL ELECTRIC INC.	13958-46285
0	\$105.00	DEPOSITS-PERFORMANCE BD RO	Ŧ	75000000-226283	04/04/2025		SOLTYS, TIM	13955-21133
0	\$180.00	DEPOSITS-PERFORMANCE BD RO	Ξ	75000000-226283	04/15/2025		ELEVATE SIGN GROUP	13937-46271
CHECK #	AMOUNT	ACCOUNT DESCRIPTION	DEPT	ACCOUNT NO	PO NUMBER DUE DATE	REMIT CITY PO	INVOICE DESCRIPTION	INVOICE #
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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK	W/T/MANUAL CHECK #
14532-17854	CYBOR FIRE PROTECTION			04/01/2025	11000000-226283	2	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
14561-46645	PLATINUM PATIO & PAVERS			04/17/2025	11000000-226283	Z	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
14580-46665	BENSON ELECTRICAL CONTRACTII			04/01/2025	11000000-226283	Ž		\$180.00	0
14583-46666	D'ANGELO BUILDERS INC.			04/17/2025	11000000-226283	Z	DEPOSITS-PERFORMANCE BD RO	\$90.00	0
14617-46688	C & N CONSTRUCTION			04/01/2025	11000000-226283	Ę	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
14621-46693	EVERON - ADT COMMERCIAL			04/17/2025	11000000-226283	Ð	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
14625-44101	BLUE WATER BUILDERS			04/17/2025	11000000-226283	F	DEPOSITS-PERFORMANCE BD RO	\$225.00	0
14643-46707	DESIGN GROUP SIGNAGE			04/17/2025	11000000-226283	Ž	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
14652-30009	SUBURBAN ELEVATOR			04/17/2025	11000000-226283	Z	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
14660-12192	FEZE ROOFING INC.			04/17/2025	11000000-226283	Ÿ	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
14673-40472	EQUIPMENT DEPOT			04/04/2025	11000000-226283	Ä	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
14692-30022	NORTHERN ILLINOIS BACKFLOW IN			04/17/2025	11000000-226283	Ä	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
14703-17103	AMERICAN RESIDENTIAL SERVICE			04/15/2025	11000000-226283	Ŗ	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
14705-44248	FIRST FENCE COMPANY			04/17/2025	11000000-226283	Ÿ	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
14706-39307	GOMEZ, BENJAMIN			04/17/2025	11000000-226283	Ę	DEPOSITS-PERFORMANCE BD RO	\$78.00	0
14717-36207	C & N CONSTRUCTION			04/17/2025	11000000-226283	¥	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
14718-11119	SMG SECURITY SYSTEMS			04/17/2025	11000000-226283	Ę	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
14721-46761	LOYOLA ROOFING LLC			04/17/2025	11000000-226283	F	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
14729-210009	JOSHI, JEGDISH			04/17/2025	11000000-226283	¥	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
14734-12192	FEZE ROOFING INC.			04/17/2025	11000000-226283	Ÿ	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
14/40-43296	STEPHANIE, SCHREINER			04/17/2025	11000000-226283	Z	DEPOSITS-PERFORMANCE BD RO	\$70.00 12.499.50	0
BRIGHT DIRECTIONS	TIONS								
683									
3.28.25	BRIGHT DIRECTIONS	LINCOLN	20250832	04/27/2025	11000000-213500	FZ	PAYROLL DEDUCT'N-BRIGHT STAF	\$200.00	9008314
4.11.25	BRIGHT DIRECTIONS COLLEGE	LINCOLN	20251118	05/11/2025	11000000-213500	ą	PAYROLL DEDUCTN-BRIGHT STAF	\$200.00	9008340
BUILDERS PAVING, LLC 972	/ING, LLC							400.00	
159500	R-191-2024 - ASPHALT & POTHOLE	HILLSIDE	20250142	04/19/2025	11050420-542810	PW	R & M PAVEMENT	\$243.25	0
159538	R-191-2024 - ASPHALT & POTHOLE	HILLSIDE	20250142	04/20/2025	11050420-542810	₽₩	R & M PAVEMENT	\$161.00	0
159609	R-191-2024 - ASPHALT & POTHOLE	HILLSIDE	20250142	04/25/2025	11050420-542810	PW	R & M PAVEMENT	\$224.00	0
159746	R-191-2024 - ASPHALT & POTHOLE	HILLSIDE	20250142	04/30/2025	11050420-542810	PW	R & M PAVEMENT	\$143.50	0
160091	R-191-2024 - ASPHALT & POTHOLE	HILLSIDE	20250142	05/10/2025	11050420-542810	₽₩	R & M PAVEMENT	\$294.00	0
C&C PEST CONTROL	NTROL							<u>.</u>	
224883	C &C PEST CONTROL		20251141	04/16/2025	11060640 540000	3	OTHER CONTRACTION SERVICE	\$103.00	-
224989	C &C PEST CONTROL	BENSENVILLE	20251141	04/24/2025	11060640-549990	8 8	OTHER CONTRACTUAL SERVICE	\$30.00	0 0

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FOR CHECKS DATED: 4/29/2025

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INVOICE DESCRIPTION	REMIT CITY P	O NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION		W/T/MANUAL CHECK #
FEDEX	NEW ORLEANS	20251081	02/14/2025	51050577-549990	PW	OTHER CONTRACTUAL SERVICES	\$13.75	9008328
FEDEX	NEW ORLEANS	20251081	02/16/2025	51050577-549990	₽¥	OTHER CONTRACTUAL SERVICES	\$1 02.00	9008328
FEDEX	NEW ORLEANS	20251081	02/20/2025	51050577-549990	PW	OTHER CONTRACTUAL SERVICES	\$149.00	9008328
QUADIENT	NEW ORLEANS	20250821	01/05/2025	11040110-540110	Ξ	POSTAGE/DELIVERY SERVICES	\$33.00	9008328
FARMER BOY	NEW ORLEANS	20251081	03/02/2025	11050440-542110	PΨ	R&M BUILDING	\$75.06	9008328
AMAZON	NEW ORLEANS	20250821	02/22/2025	11020130-521115	Ŧ	EMPLOYEE ENGAGEMENT	\$14.95	9008328
AMAZON	NEW ORLEANS	20250821	02/26/2025	11020130-521115	Ŧ	EMPLOYEE ENGAGEMENT	\$75.00	9008328
EFFECT TV	NEW ORLEANS	20250821	02/08/2025	11060110-576010	T)	ECONOMIC DEVELOPMENT INITIA	\$4,836.72	9008328
GORDON FOOD	NEW ORLEANS	20250821	03/06/2025	11070750-577125	Ŧ	SENIOR CITIZEN	\$1,319.44	9008328
WINDOWS 10/11 PRO	NEW ORLEANS	20250587	02/02/2025	11040340-554510	FZ	SMALL TOOLS & EQUIPMENT	\$107,17	9008328
URBAN LAND INSTITUTE	NEW ORLEANS	20250821	02/07/2025	11060110-521110	Ę	MEMBERSHIP DUES	\$664.00	9008328
LOS BUENOS DIAZ MEXICAN GRILL	NEW ORLEANS	20250587	02/14/2025	11040110-522110	ΨŽ	EXPENSE REIMBURSEMENT	\$128.00	9008328
AMAZON	NEW ORLEANS	20250587	02/22/2025	11010010-551110	Ŧ	MATERIALS/SUPPLIES-ADMIN	\$699.99	9008328
AMAZON	NEW ORLEANS	20250821	02/22/2025	11020130-521115	FZ	EMPLOYEE ENGAGEMENT	\$15.00	9008328
AMAZON	NEW ORLEANS	20250821	02/12/2025	11174100-557481	Ę	AWARDS & COSTUMES	\$13.98	9008329
FEDEX	NEW ORLEANS	20250821	01/17/2025	32080800-594000	퓓	CAPITAL OUTLAY-MACHINERY & E	\$87.00	9008328
ILLINOIS TOLLWAY	NEW ORLEANS	20251081	02/07/2025	11050490-549990	₽W	OTHER CONTRACTUAL SERVICE	\$50.00	9008328
AMAZON	NEW ORLEANS	20250587	02/21/2025	11010010-551110	Ŧ	MATERIALS/SUPPLIES-ADMIN	\$54.99	9008328
DROPBOX INC	NEW ORLEANS	20250587	02/09/2025	11040360-551110	Ę	MATERIALS/SUPPLIES-ADMIN	\$119.88	9008328
FEB CASHBACK 2025 CC	NEW ORLEANS		03/02/2025	11000000-439915	Z	MISCELLANEOUS REIMBURSEMEN	\$-385.08	9008328
MAILCHIMP	NEW ORLEANS	20250821	02/23/2025	11020170-576010	Ŧ	ECONOMIC DEVELOPMENT INITIA	\$26.50	9008328
CHICAGO HARRIS	NEW ORLEANS	20250821	02/20/2025	11060110-521510	Ę	TRAINING PROGRAMS/SESSIONS	\$1,500.00	9008328
RN TARGET RETURN 01-15	NEW ORLEANS		01/15/2025	11070750-577020	Ę	TOY DRIVE	\$-536.86	9008328
MAMMA MARIA	NEW ORLEANS	20250473	02/06/2025	11010010-522110	Z	EXPENSE REIMBURSEMENT	\$37.08	9008328
BUSINESS CARDS	NEW ORLEANS	20250821	02/05/2025	11060640-541160	ž	PRNTG, BINDING & DUPLICAT	\$90.98	9008328
BUSINESS CARDS	NEW ORLEANS	20250821	02/05/2025	11020110-551110	Ξ	MATERIALS/SUPPLIES-ADMIN	\$47.98	9008328
VISTAPRINT	NEW ORLEANS	20250821	02/16/2025	11020110-551110	Ę	MATERIALS/SUPPLIES-ADMIN	\$47.18	9008328
HOME DEPOT	NEW ORLEANS	20251081	02/21/2025	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$59.98	9008328
TECHNOLOGIES							30,621.60	
SERVICE DATES 2/1/25-2/28/25	SPRINGFIELD	20250946	03/30/2025	11020180-548110	Ξ	RENTAL & LEASE - EQUIPMENT	\$1,151.57	0
PRINTER MONTHLY SERVICE	SPRINGFIELD	20250833	03/30/2025	11020180-548110	Ę	RENTAL & LEASE - EQUIPMENT	\$901.61	0
SERVICE DATES 3/01/25-3/31/25	SPRINGFIELD	20250910	04/29/2025	11020180-548110	Ž	RENTAL & LEASE - EQUIPMENT	\$898.55	0
MENT. INC.							2,951.73	
HARD DRIVES	CHICAGO	20250881	05/04/2025	11020180-541180	Ŧ	LICENSE FEES SOFTWARE	\$4,360.73	0
							4,360.73	
INVOICE # 4-795-51287 4-796-91870 4-798-21012 40241088 416072 4321010 4601015 5531213125 5903183 603765 6174618 6665863 7854627 7990568434 85232-01-08-25 9564202 F44KY3PJ5C3V FEB CB25 MC21092739 R5NFB8G34NV TARGET RETUF TICKET 14 VP_N5K2OWFP VP_OV2HZ2HW WJ75094019 CDS OFFICE 1 684 INV1679394 INV1682727 INV1682721		INVOICE DESCRIPTION REMIT CITY F FEDEX FEDEX FEDEX QUADIENT FARMER BOY AMAZON AMAZON GORDON FOOD WINDOWS 10/11 PRO URBAN LAND INSTITUTE LOS BUENOS DIAZ MEXICAN GRILL NEW ORLEANS AMAZON BEB CASHBACK 2025 CC MAILCHIMP CHICAGO HARRIS NEW ORLEANS N	INVOICE DESCRIPTION REMIT CITY F FEDEX FEDEX FEDEX QUADIENT FARMER BOY AMAZON AMAZON GORDON FOOD WINDOWS 10/11 PRO URBAN LAND INSTITUTE LOS BUENOS DIAZ MEXICAN GRILL NEW ORLEANS AMAZON BEB CASHBACK 2025 CC MAILCHIMP CHICAGO HARRIS NEW ORLEANS N	INVOICE DESCRIPTION REMIT CITY F FEDEX FEDEX FEDEX QUADIENT FARMER BOY AMAZON	INVOICE DESCRIPTION REMIT CITY F FEDEX FEDEX FEDEX QUADIENT FARMER BOY AMAZON	INVOICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO FEDEX REMET CITY PO NUMBER DUE DATE ACCOUNT NO FEDEX REMET CITY PO NUMBER DUE DATE ACCOUNT NO FEDEX ACCOUNT NO REW ORLEANS 20251081 2027/62025 51056577-549990 REDEX REMOREANS 20251081 2027/62025 51056577-549990 ACCOUNT NO REW ORLEANS 20250821 2027/62025 11050410-540110 AMAZON NEW ORLEANS 20250821 2027/62025 11050410-540110 AMAZON NEW ORLEANS 20250821 2027/62025 11020130-521115 AMAZON NEW ORLEANS 20250821 2027/62025 11020130-521115 AMAZON NEW ORLEANS 20250821 2027/62025 11020130-521115 AMAZON NEW ORLEANS 20250821 2027/62025 11020130-521116 NEW ORLEANS 20250821 2027/62025 11020130-5	NVOICE DESCRIPTION REMIT CITY FO NUMBER DUE DATE ACCOUNT NO DEPT	NAVOICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTION ACQUINT PRO ACCOUNT DESCRIPTION ACCOUNT DESCRIPTION ACQUINT PRO ACCOUNT DESCRIPTION ACCOUNT DESCRIPTION ACCOUNT DESCRIPTION ACQUINT PRO ACCOUNT DESCRIPTION ACCOUNT

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0930421918-0325 SERVICE DATES 3/12/25-4/11/25 0930421918-0425 SERVICE DATES 4/12/25/5/11/25 0930421918-0425 SERVICE DATES 4/12/25/5/11/25 094002237 04042 COMCAST - APRIL 2025 094-0003318 04012 COMCAST - APRIL 2025 094-0001924-03-25 COMCAST MONTHLY SERVICE 0940001924-0425 COMCAST MONTHLY SERVICE 0940001924-0425 COMCAST MONTHLY SERVICE 0940001924-0425 SERVICE DATES 4/1/25-4/30/25 8771200930058421 SERVICE DATES 3/1/25-3/31/25 934545575-0325 SERVICE DATES 3/1/25-3/31/25	E SERVICE INC R-6-2025 - 2025 VEGETATION CLEA	WITH LLP LEGAL MATTERS	NEERING, INC. R-72-2023 BRYWN MAWR BIRGINAL R-102-2024 - SESAME ST CONSTRU R-106-2024 - GREEN ST STP PROJE	FRESHAIRE SEASONS CivicPlus Premium DHP Upgrade The	E US, CORP. INV# INV0421793 DEODORIZER SEF	INVOICE DESCRIPTION
SOUTHEASTER	GRAYSLAKE	ROSEMONT	ITASCA ITASCA ITASCA	BOSTON		REMIT CITY
20250844 20250945 20250945 20251028 20251028 20250472 20250472 20250472 20251015 20251169 20250896	20250396	20250907	20250932 20250385 20250384	20250111 20250831	20251018 20250888	PO NUMBER
04/04/2025 05/05/2025 05/05/2025 05/04/2025 05/01/2025 03/23/2025 04/30/2025 05/01/2025 05/07/2025	04/20/2025	04/30/2025	04/09/2025 05/04/2025 05/01/2025	04/30/2025	04/12/2025 04/30/2024	DUE DATE
11040110-549990 11020180-541310 11040110-549990 11174100-541310 11174100-541310 111050110-521510 11050110-521510 11020180-541310 11020180-541310 11020180-541310	37380850-596000	11020120-533110	37980810-536513 33080810-536515 31080810-536513	11050440-549990	11070790-542112 11030110-552125	ACCOUNT NO
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OTHER CONTRACTUAL SERVICE COMMUNICATION-PHONES (WIRE COMMUNICATION-PHONES (WIRE COMMUNICATION-PHONES (WIRE TRAINING PROGRAMS/SESSIONS TRAINING PROGRAMS/SESSIONS COMMUNICATION-PHONES (WIRE COMMUNICATION-PHONES (WIRE COMMUNICATION-PHONES (WIRE COMMUNICATION-PHONES (WIRE)	CAPITAL CONSTRUCTION	LEGAL SERVICES-GEN'L MATTERS	ENG SVC - DESIGN ENG SVC - PROJECT MANAGEMEN	OTHER CONTRACTUAL SERVICE WEBSITE & SOCIAL NETWORKING	R & M BUILDING-CLEANING MATERIALS/SUPPLIES-CLEANING	ACCOUNT DESCRIPTION
\$192.10 \$569.85 \$56.30 \$253.46 \$170.11 \$12.20 \$12.82 \$2,225.46 \$2,225.46 \$2,229.21 5,742.79	187.50 \$102,550.00 102,550.00	25,414.01 \$187.50	1,172.57 \$3,536.49 \$3,080.12 \$18,797.40	\$37.00 111.00 \$1,172.57	778.75 \$18.50 \$55.50	CHECK
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INVOICE #	INVOICE DESCRIPTION	REMIT CITY F	PO NUMBER	DUE DATE	DUE DATE ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT V	W/T/MANUAL CHECK #
COMMONWEALTH EDISON	TH EDISON		:						ļ
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0149694000 125	MASTER ACCOUNT 0149694000	CAROL STREAM	20251144	03/08/2025	11050420-541370	P₩	ELECTRICITY	\$3,711.98	0
01496940000-0325		CAROL STREAM	20251128	04/07/2025	11050420-541370	₽W	ELECTRICITY	\$5,967.10	0
3094395000-0325	SERVICE DATES 3/3/25-4/2/25	CAROL STREAM	20250904	05/02/2025	11050420-541370	Z	ELECTRICITY	\$328.84	0
3229813000-03-25	1/30/25 - 3/3/25 - 99 PARKSIDE LN C	CAROL STREAM	20251087	04/02/2025	11050420-541370	PW	ELECTRICITY	\$163.07	0
3410275000 - 03/2	3410275000 - 03/2£ 1/30/2025 - 3/3/2025 - 1009 W IRVINC	CAROL STREAM	20251084	04/02/2025	11050420-541370	PΨ	ELECTRICITY	\$193.45	0
4453732000-03/25	1/30/25 - 3/3/2025 - 105 N YORK	CAROL STREAM	20251085	04/02/2025	11050420-541370	PW	ELECTRICITY	\$2,054.35	0
6041612111-02/25	1/29/25 - 2/27/25 - 1327 W IRVING PA	CAROL STREAM	20251083	03/29/2025	11050420-541370	Wd	ELECTRICITY	\$103.03	0
6146056000-03/25	1/30/25 - 3/3/25 - 938 PAMELA DR	CAROL STREAM	20251086	04/02/2025	11050420-541370	PW	ELECTRICITY	\$79.42	0
6612154000- 03/25	1/30/25 - 3/3/25 - 14 N CENTER PRK	CAROL STREAM	20251088	04/02/2025	11050420-541370	PW	ELECTRICITY	\$31.26	0
9543404000 225	1/15/2025 - 2/14/2025 - 1330 IROQUC	CAROL STREAM	20251143	03/16/2025	11050420-541370	PW	ELECTRICITY	\$6,368.96	0
9543404000-03/25	1330 IROQUOIS LANE	CAROL STREAM	20251129	04/17/2025	11050420-541370	PW	ELECTRICITY	\$6,380.56	0
CONRAD POLYGRAPH, INC	GRAPH, INC.							25,382.02	
981									
6485	MARCH 2025 POLYGRAPH	HINSDALE	20251068	04/30/2025	11010070-532100	Ð	PROFESSIONAL SERVICES	\$1,659.00	0
CONSTELLATIO	CONSTELLATION ENERGY SERVICES							1,659.00	
13016									
763464-0 125	CONSTELLATION - FEBRUARY 2025	CAROL STREAM	20251170	03/07/2025	51050560-541370	PW	ELECTRICITY/GAS	\$135.13	0
763464-1 125	CONSTELLATION - FEBRUARY 2025	CAROL STREAM	20251170	03/07/2025	51050560-541370	PW	ELECTRICITY/GAS	\$122,68	0
763464-10 125	CONSTELLATION - FEBRUARY 2028	CAROL STREAM	20251170	03/07/2025	51050560-541370	ΡW	ELECTRICITY/GAS	\$517,99	0
763464-11 125	CONSTELLATION - FEBRUARY 2025	CAROL STREAM	20251170	03/07/2025	51050560-541370	PW	ELECTRICITY/GAS	\$45,47	0
763464-12 125	CONSTELLATION - FEBRUARY 2025	CAROL STREAM	20251170	03/07/2025	51050560-541370	PΨ	ELECTRICITY/GAS	\$61.41	0
763464-13 040425	CONSTELLATION MARCH 2025	CAROL STREAM	20251038	05/04/2025	11174100-541370	SE	ELECTRICITY	\$27,973.54	0
763464-15 125	CONSTELLATION - FEBRUARY 2025	CAROL STREAM	20251170	03/07/2025	51050560-541370	PW	ELECTRICITY/GAS	\$744.23	0
763464-16 125	CONSTELLATION - FEBRUARY 2028	CAROL STREAM	20251170	03/07/2025	51050560-541370	PW	ELECTRICITY/GAS	\$100.59	0
763464-18 125	CONSTELLATION - FEBRUARY 2028	CAROL STREAM	20251170	03/07/2025	51050560-541370	P	ELECTRICITY/GAS	\$64.83	0
763464-2 125	CONSTELLATION - FEBRUARY 2025	CAROL STREAM	20251170	03/07/2025	51050550-541370	V	ELECTRICITY/GAS	\$1,425.46	0
763464-20 125	CONSTELLATION - FEBRUARY 2028	CAROL STREAM	20251170	03/07/2025	51050560-541370	PK	ELECTRICITY/GAS	\$59.43	0
763464-21 125	CONSTELLATION - FEBRUARY 2025	CAROL STREAM	20251170	03/07/2025	51050550-541370	PW	ELECTRICITY/GAS	\$1,245.74	0
763464-22 125	CONSTELLATION - FEBRUARY 2028	CAROL STREAM	20251170	03/07/2025	51050560-541370	PW	ELECTRICITY/GAS	\$299.25	0
763464-23 125	CONSTELLATION - FEBRUARY 2025	CAROL STREAM	20251170	03/07/2025	51050570-541370	P₩	ELECTRICITY/GAS	\$34,464.85	0
763464-25 040825	CONSTELLATION MARCH 2025	CAROL STREAM	20251038	05/08/2025	11070760-541370	SF	ELECTRICITY	\$6,677.42	0
763464-26 125	CONSTELLATION - FEBRUARY 2025	CAROL STREAM	20251170	03/09/2025	51050550-541370	PW	ELECTRICITY/GAS	\$3,320.36	0
763464-3 125	CONSTELLATION - FEBRUARY 2025	CAROL STREAM	20251170	03/07/2025	51050560-541370	ΡW	ELECTRICITY/GAS	\$431.88	0
763464-33 040325	CONSTELLATION MARCH 2025	CAROL STREAM	20251038	05/03/2025	11174100-541370	SF	ELECTRICITY	\$176.14	0
763464-35 040325	CONSTELLATION MARCH 2025	CAROL STREAM	20251038	05/03/2025	11070790-541370	ŞF	ELECTRICITY	\$364.79	0

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INVOICE # 763464-36 040325 763464-37 040325 763464-41 125 763464-42 125 763464-42 125 763464-43 125 763464-45 1224 763464-46 125 763464-8 125 763464-9 125 763464-34 CORE & MAIN LP 12655	INVOICE DESCRIPTION CONSTELLATION MARCH 2025 CONSTELLATION - FEBRUARY 2025 CONSTELLATION MARCH 2025	CAROL STREA	PO NUMBER 20251038 20251170 20251170 20251170 20251170 20251170 20251170 20251170 20251170 20251170 20251170 20251170 20251170 20251170 20251170 20251170 20251170 20251170 20251038 20251038	DUE DATE 05/03/2025 05/03/2025 05/03/2025 03/07/2025 03/07/2025 03/07/2025 03/07/2025 03/07/2025 03/07/2025 03/01/2025 03/07/2025 03/07/2025 03/07/2025 03/07/2025 03/07/2025 03/07/2025 03/07/2025 03/07/2025 05/08/2025 05/08/2025	ACCOUNT NO 11070790-541370 11070790-541370 51050560-541370 51050560-541370 11050420-541370 11050420-541370 11050420-541370 11050420-541370 11050420-541370 11050560-541370 51050560-541370 51050560-541370 51050560-541370 11070720-541370 11070720-541370	SS SW W W W T T SW W W W W W W W W W W W	ELECTRICITY ELECTRICITY ELECTRICITY/GAS ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY/GAS	PTION	CHECK AMOUNT \$355.71 \$333.92 \$39.24 \$108.56 \$64.14 \$98.01 \$109.14 \$503.03 \$97.36 \$403.99 \$370.31 \$31.95 \$88.45 \$1,015.51 \$125.08 \$1,605.19 \$30.21 83,610.99
- (D (D (D) (A) (A) (A)	CONSTELLATION - FEBRUARY CONSTELLATION MARCH 2025 CONSTELLATION MARCH 2025		20251170 20251170 20251170 20251170 20251170 20251170 20251170 20251170 20251170 20251170 20251170 20251170 20251170 20251038 20251038	03/07/2025 03/07/2025 03/07/2025 03/07/2025 03/07/2025 02/07/2025 03/09/2025 03/01/2025 03/01/2025 03/07/2025 03/07/2025 05/08/2025 05/03/2025	11050420-541370 11050420-541370 11050420-541370 11050420-541370 11050420-541370 11050420-541370 11050420-541370 11050420-541370 51050560-541370 51050560-541370 51050560-541370 11070720-541370 11070720-541370	יק פ פ פ פ פ פ פ פ פ פ פ פ פ פ פ פ פ פ פ		ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY/GAS ELECTRICITY/GAS ELECTRICITY/GAS ELECTRICITY/GAS ELECTRICITY/GAS ELECTRICITY/GAS ELECTRICITY/GAS	/GAS \$1 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9
		ART STLOUIS	20250151	03/02/2025	51050540-552520	₽₩		WATER MAIN PARTS	-
325723 327270 329194 330195 332207	DAILY HERALD INV# 327270 MONTHLY MOVIE ADS DAILY HERALD INV# 330195 MONTHLY MOVIE ADS DAILY HERALD MEDIA GROUP	CAROL STREAM ADS CAROL STREAM CAROL STREAM ADS CAROL STREAM CAROL STREAM	20250827 20250863 20250862 20251024 20251060	03/26/2025 04/02/2025 04/23/2025 05/01/2025 05/11/2025	11060110-541140 11070790-541145 11060110-541140 11070790-541145 11060110-541140	6 4 6 4 6		LEGAL NOTICES ADVERTISING LEGAL NOTICES ADVERTISING LEGAL NOTICES	LEGAL NOTICES \$94.50 ADVERTISING \$261.40 LEGAL NOTICES \$52.50 ADVERTISING \$313.68 LEGAL NOTICES \$108.10 830.18
DELUXE ECHOSTAR, LLC 884 EXHIBITO 93251923 EXHIBITO 93256954 EXHIBITO 93261648 EXHIBITO 93266431 EXHIBITO DEXTER A STEPHENS (E) 2074	ECHOSTAR, LLC EXHIBITOR FEES EXHIBITOR FEES EXHIBITOR FEES EXHIBITOR FEES	PASADENA PASADENA PASADENA PASADENA	20250848 20250848 20251017 20251017	04/19/2025 04/26/2025 05/04/2025 05/10/2025	11070790-540110 11070790-540110 11070790-540110 11070790-540110	N N N N		POSTAGE/DELIVERY SERVICESS POSTAGE/DELIVERY SERVICESS POSTAGE/DELIVERY SERVICESS POSTAGE/DELIVERY SERVICESS	

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY F	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT V	W/T/MANUAL CHECK#
BC7CBD94-0002	SUBSCRIPTION OFC STEPHENS IN	HOMEWOOD	20251111	04/02/2025	11040110-525010	8	BOOKS/PAMPHLETS/PUBLICATION	\$79.00	0
DIVERSIFIED AI	DIVERSIFIED AUDIO GROUP, INC. 471								
MIP 2025	RESOLUTION NO. R-11-2025 2025 P	ADDISON	20250287	05/15/2025	11070750-577012	Ş	MUSIC IN THE PARK	\$10,750.00	0
DUPAGE COUN	DUPAGE COUNTY HEALTH DEPARTMI							10,100.00	
10124									
IN0079623	2025 ANNUAL PERMITS - POOL/THE	WHEATON	20251027	05/01/2025	11070760-521110	SF	MEMBERSHIP DUES	\$1,252.00	0
INV0075164	2025 ANNUAL PERMITS - POOL/THE	WHEATON	20251027	04/16/2025	11070790-561310	ş	PERMITS & LICENSES	\$296.00 1.548.00	0
DUPAGE RIVER	DUPAGE RIVER/SALT CREEK WORKG 12698								
665	AGENCY MEMBERSHIP DUES: 3/1/2	NAPERVILLE	20251166	04/30/2025	51050570-521110	W	MEMBERSHIP DUES	\$12,802.00	0
DUPAGE WATER COMMISSION 5295	R COMMISSION							12,802.00	
01-0200-00-0225	SERVICE DATES: 01/31/2025 - 02/28	ELMHURST	20250788	05/09/2025	51050550-545520	PW	DUPG WTR COMM-WATER PURCH \$232,752.96 232,752.96	\$232,752.96 232,752.9 6	9008325
DUSZA, CHRIS 2151	(E)								
04102025	REIMBURSEMENT FOR DESK PURC DOWNERS GRO	DOWNERS GRO		05/10/2025	11050110-551110	Ę	MATERIALS/SUPPLIES-ADMIN	\$200.00	0
ELMHURST OC	ELMHURST OCCUPATIONAL HEALTH								
00198058-00	Q1 DOT TESTING FEES	CHICAGO	20250920	03/02/2025	11020130-541210	₽	PHYSICAL EXAMS	\$414.00	0
ENERGENECS, INC	INC.							414.00	
0049002-in	PARTS & LABOR	SAUKVILLE	20251041	03/29/2025	51050560-549990	PW	OTHER CONTRACTUAL SERVICES	\$441.42	0
ENGINEERING I	ENGINEERING RESOURCE ASSOCIATI							441.42	
613 13020200.92	PROJECT:130202.00 - STORMWATE	WARRENVILLE	20251040	03/18/2025	11050110-532100	PW	PROFESSIONAL SERVICES	\$833.00	0
13020200.93	PROJECT: 130202.00 - STORMWATI	WARRENVILLE	20251067	04/20/2025	11050110-532100	W	PROFESSIONAL SERVICES	\$3,222.80 4,055.80	0

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY P	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	CHECK #
EQUIPMENT IN	EQUIPMENT INTERNATIONAL LTD								!
2259									
0020291-IN	INV# 0020291-IN MOUNTING BASE -	MORTON GROV	20251021	03/06/2025	11174100-542310	SE	R&M EQUIPMENT	\$820.00	0
EXCEL SCREE	SCREEN PRINTING AND EMBR								
1205									
291019	2025 - SPRING/SUMMER UNIFORM	SCHILLER PARI	20250879	04/23/2025	11050110-554810	PW	UNIFORMS-PURCHASE	\$1,016.32	0
291019	2025 - SPRING/SUMMER UNIFORM	SCHILLER PARI	20250879	04/23/2025	11050420-554810	PW	UNIFORMS	\$69.99	0
291019	2025 - SPRING/SUMMER UNIFORM	SCHILLER PAR	20250879	04/23/2025	11050440-554810	Wq	UNIFORMS - PURCHASE	\$345.81	0
291019	2025 - SPRING/SUMMER UNIFORM	SCHILLER PAR	20250879	04/23/2025	11050490-554810	PΨ	UNIFORMS - PURCHASE	\$136.53	0
291019	2025 - SPRING/SUMMER UNIFORM	SCHILLER PAR	20250879	04/23/2025	51050110-554810	PW	UNIFORMS	\$391.42	0
291019	2025 - SPRING/SUMMER UNIFORM	SCHILLER PARI	20250879	04/23/2025	51050540-554810	PW	UNIFORMS	\$221.08	0
291019	2025 - SPRING/SUMMER UNIFORM	SCHILLER PARI	20250879	04/23/2025	51050577-554810	PW	UNIFORMS	\$284.56	0
291198	PULLOVERS W/EMBROIDERY, INV 1	SCHILLER PARI	20250924	04/30/2025	11040360-554810	В	UNIFORMS - PURCHASE	\$62.62	0
291199	ASSORTED SHIRTS FOR RECORDS	SCHILLER PARI	20251109	04/30/2025	11040110-554810	Р	UNIFORMS - PURCHASE	\$213.25	0
291466	T-SJIRTS FOR PUBLIC WORKS OPE	SCHILLER PAR	20251076	05/10/2025	11050110-521510	W	TRAINING PROGRAMS/SESSIONS	\$568.19	0
FOREST AWAF	FOREST AWARDS & ENGRAVING								
17049	MARY RIBANDO NAME PLATE, BAD	WOOD DALE	20251114	04/23/2025	11010030-551110	ð	MATERIALS/SUPPLIES-ADMIN	\$44.25	0
17133	CDC COMMISSIONER NAME PLATE	WOOD DALE	20251070	05/13/2025	11010030-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$13.75	0
FULTON SIREN SERVICES	SERVICES								
1510									
2866	Service request	MARENGO	20250496	03/05/2025	11020190-542510	₽	R&M COMMUNICATIONS SYSTEM	\$612.15	0
2887	Service Call	MARENGO	20250872	04/13/2025	11020190-542510	ð	R&M COMMUNICATIONS SYSTEM	\$438.24	0
GEIB INDUSTRIES, INC	IES, INC.							1,000.00	
797168-001	עזורונא נססר	BENSENVILLE	20250966	04/17/2025	51050540-554510	Ş	SMALL TOOLS & EQUIPMENT	\$46.77	0
797389-001	air hose repair	BENSENVILLE	20250876	04/18/2025	11020190-542310	ð	R&M EQUIPMENT	\$16.66	0
797439-001	WASH BAY FILLINGS	BENSENVILLE	20250967	04/19/2025	11050440-542110	PW	R&M BUILDING	\$107.23 170.66	0
GENERAL REF	GENERAL REFRIGERATION LLC								
20/3 SI2280596	INV# SI2280596 SERVICE CALL ON	ROSELLE	20250998	04/26/2025	11174100-542350	SH	R & M COMPRESSOR	\$1,523.31	0
								1,523.31	

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	CHECK #
GLOBAL WATE	GLOBAL WATER TECHNOLOGY, INC								
146463	3" CHLORINE PACKS; 60% CHLORI	SOUTH HOLLAR	20251152	04/23/2025	51050570-554120	W	CHEMICALS	\$222.84	0
GOLD MEDAL-CHICAGO	HICAGO							222.84	
9695									
30-424226	INV# 30-424226 FOOD ITEMS - SUNI	BENSENVILLE	20251010	04/26/2025	11070790-557810	· ·	FOOD ITEMS	\$974.70	
KB 30-423465	REMAINING BALANCE - INV 30-4234	GENSENVILLE	20250866	03/29/2025	110/0/90-55/810	Ϋ́	FOOD FIEMS	\$150.00	c
GRAINGER								1,124./0	
9019423889	RETURN BLADE CM	PALATINE		03/15/2024	11050440-542110	₹	R&M BUILDING	\$-39.34	0
9416137413	STREET TOOL	PALATINE	20250561	03/23/2025	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$27.70	0
9448369919	UTILITIES FACILITY	PALATINE	20250968	04/23/2025	51050550-542310	W	R&M MATERIALS & EQUIPMENT	\$200.16	0
9458700722	HEATER FOR WWTP	PALATINE	20250969	05/01/2025	51050560-542310	Ą	R&M MATERIALS & EQUIPMENT	\$37.66	0
9400293273	OTHER - SHIPPING BOX	TALA	20201050	05/02/2025	51050540-554510	¥	SMALL TOOLS & EQUIPMENT	\$19.00 245.18	c
1611 200295	GRANICUS BUDGETARY PROPOSA PALATINE	PALATINE	20250830	05/11/2025	11020180-541180	ð	LICENSE FEES SOFTWARE	\$14,623.73	0
GREAT LAKE T	GREAT LAKE THEATRE SERVICE, LTD							14,623./3	
319 MARCH 2025	BOOKING FEES - MARCH 2025	AURORA	20250992	04/29/2025	11070790-541460	နှ	BOOKING FEES	\$200.00	0
GREAT LAKES	GREAT LAKES COCA-COLA DISTRIBU							200.00	
7363								•	
45864730022	CREDIT MEMO	CHICAGO	20251007	03/03/2025	11070790-557810	2	FOOD ITEMS	\$-150.00	, 0
GREAT LAKES	GREAT LAKES DISTRIBUTING INC					:		246.80	
2105									
GREB LOGAN (E)	האבטטייר איאטייני אבי אויי	C A C C A C C A C C A C C A C C A C C A C C A C C A C C A C C A C C A C C A C C A C C A C A C C A	2050002	0412112020	11030440-048880	7 4	OTHEN CONTRACTOR SERVICE	1,071.00	c
2284 879155	XGAN UNIFORM REIMBURSEMEN	OMBARD	20250963	04/29/2025	11050430-554810	₩ W	UNIFORMS DIRCHASE	\$120.97	5
8/9100			20250963	04/29/2025	11050430-554810	\$	CNITORMW-TORCHAVE	\$120.97 120.97	c

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CHE MOUL 1,053 1,254 ,308
CHECK AMOUNT \$31,053,74 \$51,254.26 82,308.00 \$220.00 \$165.00 \$110.00 \$440.00 \$445.50 8445.50 8445.50 8445.50 885.50 885.50 885.50 885.60 895.20 986.80 898.020.20 8,020.20 8,020.20 8,020.20 8,329.00 8

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			FOR CHEC	KS DATE	FOR CHECKS DATED: 4/29/2025			i	
INVOICE #	INVOICE DESCRIPTION	REMIT CITY F	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT A	W/T/MANUAL CHECK#
7627343	MISC SUPPLIES - RINK/REDMOND	LOUISVILLE	20251012	04/24/2025	11174100-542310	SH	R&M EQUIPMENT	\$12.93	0
IL. MUNICIPAL	IL. MUNICIPAL RETIREMENT FUND							1,112.47	
2452056-K1T5	IMPE INTEREST CHARGES	OAK BROOK	202502	04/05/2025	11000000-212110	T Z	PAYROLL DEDILOTALIMBE	\$1 084 00	9008309
2452104-H0Y7	IMRF INTEREST CHARGES	OAK BROOK	20250839	04/04/2025	11000000-212110	7 :	PAYROLL DEDUCT'N-IMRF	\$32.82	9008309
2670214-M9L6	IMRF CONTRIBUTIONS	OAK BROOK	20250917	04/30/2025	11000000-212110	ž	PAYROLL DEDUCT'N-IMRF	\$57,555.34	9008327
ILLINOIS COUN	ILLINOIS COUNTIES RISK MANAGEME							58,672.16	
1931									
001001038	05.2025 ICRMT PREMIUMS	ST CHARLES	20250852	04/02/2025	11020150-549990	₽	OTHER CONTRACTUAL SERVICE	\$54,969.38	0
001001038	05.2025 ICRMT PREMIUMS	ST CHARLES	20250852	04/02/2025	11020150-562550	ð	CLAIM PAYMENTS-WORKERS CON	\$30,502.88	0
S-INV005064	ICMRT WC& PL INSURANCE PREMI	ST CHARLES	20251178	05/01/2025	11020150-549990	₽	OTHER CONTRACTUAL SERVICE	\$54,969.38	0
S-INV005065	ICMRT WC& PL INSURANCE PREMI	ST CHARLES	20251178	05/01/2025	11020150-562550	₽	CLAIM PAYMENTS-WORKERS CON	\$30,502.88	0
S-INVOCENTA	ICRM CLAIM DEDUCTIBLES	ST CHARLES	20250901	05/01/2025	11020150-562510	}	CLAIM PAYMIS-GENERAL LIABILIT	\$9,748.36	o c
S 111/00002	COME OF AIM DEDUCTIBLES	ST CHARLES	20250901	05/01/2025	11020150-562510	3 8	CLAIM PAYMTS CENERAL LIABILIT	\$0,10Z.30	o c
S-INV006126	ICRMT CLAIM DEDUCTIBLES	ST CHARLES	20250901	05/01/2025	11020150-562510	A i	CI AIM PAYMTS-GENERAL LIABILIT	\$3.500.00	o (
								201,031.10	
ILLINOIS DEPA	ILLINOIS DEPARTMENT OF REVENUE								
3098						!			
3.28.25	IL STATE TAX	SPRINGFIELD	20250858	04/2//2025	11000000-212040	ŽŽ	PAYROLL DEDUCTN-ST INC TX	\$18,946.//	9008321
4.11.25 MABCH 2025	SALESTAY MAD 25	SPRINGFIELD	20231146	05/17/2025	11000000-212040	<u> </u>	SALES TAY BAYABLE	\$18,190.77	9008336
MARCH 2025	SALES TAX MAR 25	SPRINGFIELD		05/17/2025	11000000-437295	Į,	MISC REVENUE-REDMOND	\$-7.00	9008335
ILLINOIS SECTION AWWA	ON AWWA							37,505.54	
3315 200093477	WW COLLECTION SYSTEM TRAININ	NAPERVILLE	20251100	01/15/2025	51050560-521510	₽ ¥	EDUC/SEMRS/MTGS/TRNG	\$85.00	0
200094082	2025 WATERCON - JASON TYSON	NAPERVILLE	20250972	02/15/2025	51050540-521510	W	TRAINING PROGRAMS/SESSIONS	\$450.00 535.00	. 0
ILMO PRODUCTS COMPANY 1387	TS COMPANY								
0001543044	TEST CANISTER FOR BREATHALYZ	JACKSONVILLE	20250870	04/13/2025	11040340-542310	PD	R&M EQUIPMENT	\$141.28	0
INTERNAL REVENUE SERVICE	ENUE SERVICE							141.28	
3631 REF 0437728459	REFUND OVERPAYMENT MADE BY	ATLANTA	20244120	04/24/2025	31000000-471310	Z	REIMBURSED EXPENDITURES	\$5,982.21	0
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		FOR CHE	CKS DATE	D: 4/29/2025			1	
INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE		DEPT	ACCOUNT DESCRIPTION		CHECK #
:					:		5,982.21	
)		3		!))	,
UTILITY TOOL	CHICAGO	20250958	05/01/2025		W	SMALL TOOLS & EQUIPMENT	\$90.03	0
WOOD STAIN FOR PUBLIC WORKS	CHICAGO	20251079	05/03/2025	11050440-542110	ΡW	R&M BUILDING	\$65.56	0
PW LUNCH ROOM PAINT	CHICAGO	20251077	05/08/2025	11050440-542110	PW	R&M BUILDING	\$195.10	0
PW LUNCH ROOM PAINT	CHICAGO	20251078	05/09/2025	11050440-542110	PW	R&M BUILDING	\$75.68	0
NBV							426.37	
:								
TRUCK PERMITS ISSUED FOR MAR	ELBURN	20250922	05/02/2025	11040110-532100	8	PROFESSIONAL SERVICES	\$453,60	0
UPPLY							453.60	
	NILES	20250955	04/17/2025	11050440-542110	1 \$	RAM BOILDING	\$192.77) c
	6	20200300	0402020	1010130-042112	٥	IN OUR DOLLOWING OFFICIALISM	212.75	c
JORSON & CARLSON CO, INC.								
ICE SCRAPER KNIVES	ELK GROVE VII	. 20251008	04/11/2025	11174100-542610	ŞF	R&M ICE RESURFACER	\$87.16	0
ICE SCRAPER KNIVES	ELK GROVE VII	20251008	04/18/2025	11174100-542610	ŞF	R&M ICE RESURFACER	\$87.16	0
ICE SCRAPER KNIVES	ELK GROVE VII	20251008	05/02/2025	11174100-542610	ş	R&M ICE RESURFACER	\$144.14	0
ICE SCRAPER KNIVES	ELK GROVE VII	20251008	05/09/2025	11174100-542610	Ş	R&M ICE RESURFACER	\$149.32 467.78	0
JX ENTERPRISES, INC.								
SHOP SUPPLIES	HARTLAND	20250959	03/06/2025	11050490-552130	₽W	MATERIAL/SUPPLIES-VEHICLES	\$351.27	0
SHOP SUPPLIES	HARTLAND	20250959	05/02/2025	11050490-552130	₽₩	MATERIAL/SUPPLIES-VEHICLES	\$117.60	0
#255 - BRAKE CHAMBER	HARTLAND	20251080	05/07/2025	11050420-542410	₽₩	R & M VEHICLES	\$99.59	0
KLEIN, THORPE & JENKINS LTD.								
LEGAL MATTERS	WESTMONT	20250892	04/30/2024	11020120-533110	ž	LEGAL SERVICES	\$6.81	0
KNAPHEIDE-EQUIPMENT CO CHICAG(
1 #330 STBOBE LOUT	MODENBY	20251082	OR MONOR	51050540 543410	Ş	DeM VELICIES	* 1.000	o
- *230 - 31 NOBE CIGHT		20010202	CZOZIOLICO	014246-04606016	***	ZOM VEHICLEO	149.63	c
	RIPTION RIPTION RIPTION RIPTION RESUED FOR MAR RODEL R	TY TOOL D STAIN FOR PUBLIC WORKS UNCH ROOM PAINT UNCH ROOM PAINT UNCH ROOM PAINT UNCH ROOM REMODEL S101889265.001 ICE MACHINE CO, INC. CO, INC. CRAPER KNIVES CRAPER KNIVE	DICE DESCRIPTION REMIT CITY I CHICAGO SUPPLIES CRAPER KNIVES CR	DICE DESCRIPTION REMIT CITY I CHICAGO SUPPLIES CRAPER KNIVES CR	POR CHECKS DATED: 4/29/2025	FOR CHECKS DATED: 4/29/2025 105040-542510 1070790-5	POR CHECKS DATED: 4/29/2025 105040-542510 PW	FOR CHECKS IDATES: 4/29/2025 CHECKS IDATES: 4/29/2025 CHECKS IDATES: 4/29/2025 CHECKS IDATE ACCOUNT NO DET ACCOUNT DESCRIPTION AMOUNT CHECKS IDATE ACCOUNT NO DET ACCOUNT DESCRIPTION AMOUNT CHECKS CHECKS IDATE ACCOUNT NO DET ACCOUNT DESCRIPTION AMOUNT CHECKS CHECKS IDATE ACCOUNT NO DET ACCOUNT DESCRIPTION AMOUNT S.982.21 CHECKS IDATE ACCOUNT NO DET ACCOUNT DESCRIPTION AMOUNT S.982.21 CHECKS C

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NVOICE #	INVOICE DESCRIPTION	REMIT CITY P	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	W/T/MANUAL CHECK #
KOMLINE-SAN	KOMLINE-SANDERSON ENGINEERING	:	:		:	•	:	:	:
1379									
42062706	BELT PRESS PARTS	PEAPACK	20251163	04/26/2025	51050570-542310	¥	R&M MATERIALS & EQUIPMENT	\$8,331.83	0
LAR LAWN&	LAWN & GROUNDS CORP							8,331.83	
9659	R-30-2022 - 2025 LAWN MAINTENAN WOOD DALE	WOOD DALE	20251173	05/18/2025	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$11,316.00	0
LAYNE CHRIST	LAYNE CHRISTENSEN COMPANY							11,010.00	
2233									
29033320D	R-107-2024 / R-30-2025-WELL ABAN	LOS ANGELES	20251126	04/10/2025	37980860-596000	ΡW	CAPITAL CONSTRUCTION	\$160,938.00	0
29033320D	R-107-2024 / R-30-2025-WELL ABAN	LOS ANGELES	20251126	04/10/2025	51080860-596000	PW	CAPITAL CONSTRUCTION	\$160,938.00	0
29033320D	R-107-2024 / R-30-2025-WELL ABAN	LOS ANGELES	20251126	04/10/2025	51080860-596000	₽₩	CAPITAL CONSTRUCTION	\$160,939.00	0
LEN'S ACE HARDWARE, INC	RDWARE, INC.							407,010.00	
529822/1	KEYS FOR EDGE RECORDS FOR M ADDISON	ADDISON	20251186	02/27/2025	11010030-551110	Ð	MATERIALS/SUPPLIES-ADMIN	\$10.77	0
LIFTOMATIC ELEVATOR CO	LEVATOR CO							6.5	
2192									
13760	ELEVATOR SERVICES - VILLAGE HA	LOMBARD	20250112	01/31/2025	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$190.00	0
14117	ELEVATOR SERVICES - VILLAGE HA	LOMBARD	20250112	05/01/2025	11050440-549990	W	OTHER CONTRACTUAL SERVICE	\$190.00	0
14118	MONTHLY ELEVATOR MAINTENANG	LOMBARD	20250066	05/01/2025	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$195.00 575.00	0
LISA ECKERT DESIGN	DESIGN								
787									
VOB2025-5	GATEWAY NEWSLETTER	ARLINGTON HE	20250883	04/26/2025	11020170-572171	2	NEWSLETTER	\$5,717.86 5 717 86	0
LIVING WATER	LIVING WATERS CONSULTANTS, INC							3,717.00	
3160	SILVER CREEK WATERSHED	BURR RIDGE	20251043	04/28/2025	11050110-532100	PW	PROFESSIONAL SERVICES	\$345.63	0
LUCHT, LISA 2076								0 1 0.00	
REIMBURSE 0319	REIMBURSE 0319; IWPC CONFERENCE	HOFFMAN EST,		05/04/2025	51050577-521510	Ψ	EDUC/SEMRS/MTGS/TRNG	\$480.09	0
M & V AUTO BO	M & V AUTO BODY AND SALES, INC								
2276									

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			FOR CHEC	XS DATE	FOR CHECKS DATED: 4/29/2025	!		- 1	
NVC#CF#	INVOICE DESCRIPTION	REMIT CITY P	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	CHECK#
031725	SQUAD CAR REPAIR	SCHILLER PARI	20250838	04/16/2025	11020150-562510	Z	CLAIM PAYMTS-GENERAL LIABILIT	\$1,480.25	0
M F SIMPSON	ME SIMPSON COMPANY INC							1,480.25	
3000									
43829	LEAK DETECTIONS	VALPARAISO	20250563	03/02/2025	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$895.00	0
43834	LEAK DETECTION	VALPARAISO	20250562	03/02/2025	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$895.00	0
44077	LEAK DETECTION SERVICES	VALPARAISO	20250971	03/30/2025	51050540-549990	ΡW	OTHER CONTRACTUAL SERVICES	\$1,245.00	0
44107	LEAK DETECTION SERVICES	VALPARAISO	20250971	03/30/2025	51050540-549990	PΨ	OTHER CONTRACTUAL SERVICES	\$895.00	0
44117	LEAK DETECTION - 1214 STONEHA	VALPARAISO	20251052	03/30/2025	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$795.00	0
MARQUARDT	MARQUARDT & BELMONTE P.C.							4,725.00	
127									
1287	ADMINISTRATIVE HEARINGS	WHEATON	20250882	05/01/2025	11020120-533210	Ž	LEGAL SERVICES-PROSECUTION	\$7,831.38 7.831.38	0
MARTIN, WILLIAM (E)	IAM (E)								
0075314	REIMBURSEMENT - GIFT CARD FOF OSWEGO	OSWEGO	20250996	05/04/2025	11070750-577010	Ş	SPECIAL FUNCTIONS	\$50.00	0
								50.00	
MCMASTER-CARR	ARR								
2917									
41912164	WWTP SUPPLIES	CHICAGO	20250970	04/05/2025	51050570-542310	ΡW	R&M MATERIALS & EQUIPMENT	\$115.24	0
41968408	WWTP SUPPLIES	CHICAGO	20250970	04/06/2025	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$4.78	0
42063170	WWTP SUPPLIES	CHICAGO	20250970	04/09/2025	51050570-554510	PW	SMALL TOOLS & EQUIPMENT	\$22.06	0
42364446	WWTP SUPPLIES	CHICAGO	20250970	04/13/2025	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$1,601.84	0
42368592	WWTP SUPPLIES	CHICAGO	20250970	04/13/2025	51050570-542310	P₩	R&M MATERIALS & EQUIPMENT	\$126.29	0
42520398	#1792 - TRANSIT VAN PARTS	CHICAGO	20251051	04/17/2025	31580490-595000	PW	CAPITAL OUTLAY-FLEET	\$90.85	0
42770633	WWTP SUPPLIES	CHICAGO	20250970	04/20/2025	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$184.44	0
42780717	RETURNED PARTS	CHICAGO		03/24/2025	51050570-542310	ž	R&M MATERIALS & EQUIPMENT	\$-318.64	0
43447943	CHLORINATION REPAIRS IN PIPING	CHICAGO	20251156	05/03/2025	51050570-542310	P۷	R&M MATERIALS & EQUIPMENT	\$245.15	0
43542261	#1792 - PARTS FOR NEW VAN	CHICAGO	20251098	05/04/2025	11020190-542410	PW	R&M VEHICLES	\$111.25	0
43767422	CHLORIBATION PIPING REPLACEM	CHICAGO	20251155	05/09/2025	51050570-542310	₽	R&M MATERIALS & EQUIPMENT	\$83.90	0
MEADE, INC. 12050								2,267.16	
712204	EMERGENCY CABLE LOCATE - YOF	МССООК	20250989	04/12/2025	11050420-549990	¥	OTHER CONTRACTUAL SERVICE	\$147.57	0
712226	MONTHLY TRAFFIC SIGNAL MAINTI	MCCOOK	20250150	04/30/2025	11050420-549990	₽₩	OTHER CONTRACTUAL SERVICE	\$825.04 972.61	0

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FOR CHECKS DATED: 4/29/2025

MIDWEST SCOREBOARDS LLC	METROPOLITAN EMERGENCY RESPO 1689 2025/2026 MERIT 2025-2026 DUES, INV #DUES WHEATON 2025/1124 05/01/2	N DUES BOLINGBROOK 20250843	MESIROW INSURANCE SERVICES, INC 1606 3048458 LIQUOR LICENSE PASADENA 20251032 05/09/2		88552 SHELF BINS FOR STREET TRUCK MELROSE PARI 20251064 05/09/2	MISC SUPPLIES - REDMOND MELROSE PARI 20251011	RETURN CREDIT MELROSE PARI	88143 PUBLIC WORKS OPEN AREA MELROSE PARI 20251100 05/03/2	MISC SUPPLIES - REDMOND MELROSE PARI 20251011	TOOLS MELROSE PARI 20250988	WWTP TOOLS MELROSE PARI 20250987	LUNCHROOM REMODEL MELROSE PARI 20250990	MISC SUPPLIES - REDMOND MELROSE PARI 20251011	WWTP SUPPLIES MELROSE PARI 20250986	87363 WWTP SUPPLIES MELROSE PARI 20250986 04/20/2	TOOLS MELROSE PARI 20250988	T LIGHT SUPPLY MELROSE PARI 20250984	87064 TOOLS MELROSE PARI 20250988 04/16/2	87045 TOOLS MELROSE PARI 20250988 04/16/2	MENARDS 11265	INVOICE # INVOICE DESCRIPTION REMIT CITY PO NUMBER DUE D
EBOARDS LLC	WHEATON	BOLINGBROOK			MELROSE PARI	MELROSE PARI 20251011	MELROSE PARI	MELROSE PARI	MELROSE PARI 20251011	20250988	20250987	20250990	MELROSE PARI 20251011	20250986		20250988	_	_	_		REMIT CITY
11070730 643340 05	11040360-571010 PD	11000000-218100 FN	11020150-549990 AD		11050420-552610 PW	11070720-542310	11070720-542310	11050440-542110 PW	11070720-552110	11050440-542110	51050570-542310	-	11070720-552110	51050570-554510	5 51050570-554510 PW	11050440-542110	11050420-552670 PW	i 11050440-542110 PW	11050440-542110 PW		E ACCOUNT NO DEPT
	INTERGOV'T PROG/CONTRIB.	PAYROLL DEDUCTN-UNION DUES	OTHER CONTRACTUAL SERVICE		MATERIALS/SUPPLIES-ST MAINT			R&M BUILDING							SMALL TOOLS & FOURMENT		MATERIAL/SUPPLIES-ST LIGHTS	/ R&M BUILDING	/ R&M BUILDING		T ACCOUNT DESCRIPTION
3 0 0 1	\$6,500.00 6,500.00	\$1,215.00 1,215.00	\$100.00 100.00	2,874.88	\$12.97	\$59.96	\$-38.97	\$166.70	\$26.99	\$467.34	\$206.79	\$113.49	\$82.25	\$273.52	\$62.87	\$60.42	\$134.09	\$260.99	\$651.06		CHECK AMOUNT
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17858	MONTANA &	7684	MODOOV SUPPLIES INC	4.11.25-2	4.11.25	3.28.25-2	3.28.25	MISSIONSAC	Nego Decoi	212875003-40889	208215004-39352	426	MISCELLANE		PS32192	2000501.002	9	MISC ONE TIME VENDOR		SI-505723	si-505525	SI-505111	SI-503184	SI-502441	SI-500022	SI-499141	SI-498802	SI-498191	SI-498154	6509	MILLER INDU	INVOICE #
GENERAL MATTERS	MONTANA & WELCH, LLC	PPE GLOVES	PPLIES INC	ICMA	ICMA	ICMA ROTH	ICMA		IADE DETIDEMENT	89 QUENCH USA INC	52 MISIONAS, STASYS		MISCELLANEOUS FOR UT		REFUND PARKING CITATION	DEPOSIT RETURNED		ME VENDOR		#279 - SPRAY PAINT	UTILITY SUPPLIES	CHLORINATION REPAIRS IN HOUSE	WWTP SUPPLIES	UTILITY TOOL	BATTERIES	UTILITY TOOLS	UTILITY TOOLS	ITILITY TOOLS	UTILITY TOOLS		MILLER INDUSTRIAL, LLC	INVOICE DESCRIPTION
PALOS HEIGHT		ELK GROVE VIL		WASHINGTON	WASHINGTON	WASHINGTON	WASHINGTON													OAK BROOK	OAK BROOK		OAK BROOK	OAK BROOK	OAK BROOK	OAK BROOK	OAK BROOK	OAK BROOK	OAK BROOK		:	REMIT CITY
IT 20250911		IL 20250964		20251145	20251132	20250840	20250857													20251101	20251059	20251159	20250980	20250979	20250576	20250572	20250573	20250575	20250574			PO NUMBER
05/04/2025		04/30/2025		05/11/2025	05/11/2025	04/27/2025	04/27/2025			03/31/2025	04/08/2025				05/17/2025	04/19/2025				05/09/2025	05/08/2025	05/04/2025	04/18/2025	04/12/2025	03/23/2025	03/23/2025	03/13/2025	03/08/2025	03/08/2025		:	DUE DATE
11020120-533110		51050570-554810		11000000-213100	11000000-213300	11000000-213300	11000000-213100			51000000-121050	51000000-121050				11000000-444112	11000790-437910				11050420-542410	51050540-554510	51050570-542310	51050570-554510	51050540-554510	51050110-551110	51050540-554510	51050540-554510	51050540-554510	51050540-554510		•	DUE DATE ACCOUNT NO
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LEGAL SERVICES-GEN'L MATTERS		UNIFORMS		PAYROLL DEDUCT'N-DEF COMP	PAYROLL DEDUCT'N-ROTH IRA	PAYROLL DEDUCT'N-ROTH IRA	PAYROLL DEDUCT'N-DEF COMP			REC - H20 OPERATIONS	REC - H20 OPERATIONS				FINES- PARKING	MOVIE THEATRE-ADMISSION SALE				R & M VEHICLES	SMALL TOOLS & EQUIPMENT	R&M MATERIALS & EQUIPMENT	SMALL TOOLS & EQUIPMENT	SMALL TOOLS & EQUIPMENT	MATERIAL/SUPPLIES	SMALL TOOLS & EQUIPMENT			ACCOUNT DESCRIPTION			
\$17,355.00 17,355.00	179.80	\$179.80	27,865.00	\$12,555.14	\$1,229.23	\$1,229.23	\$12,851.40		57.79	\$7.79	\$50.00			140.00	\$40.00	\$100.00			221 16	\$29.97	\$15.38	\$38.98	\$60.98	\$5.99	\$18.99	\$53.95	\$546.22	\$40.16	\$20.54			CHECK
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			FOR CHEC	KS DATE	FOR CHECKS DATED: 4/29/2025				
INVOICE #	INVOICE DESCRIPTION	REMIT CITY P	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK W	W/T/MANUAL CHECK #
MOTOROLA SOLUTIONS	LUTIONS				;				!
8282101951	CABLES FOR IN-SQUAD CAMERAS,	CHICAGO	20250929	04/30/2025	11040110-542410	88	R&M VEHICLES	\$60.00	
9222020250303	WAVE MONTHLY CHARGE INV #922	CHICAGO	20250928	05/01/2025	11040110-542510	В	R&M COMMUNICATIONS SYSTEM	\$176.00	0
MUNICIPAL COI	MUNICIPAL COLLECTION SERVICES, I							190.00	
1211 029325	COLLECTIONS INVOICE	PALOS HEIGHT	20251121	04/30/2025	11040110-549990	ž	OTHER CONTRACTUAL SERVICE	\$9.99	0
MUNICIPAL GIS	MUNICIPAL GIS PARTNERS, INC.							9.99	
1080 7962	R-198-2024 - GIS CONSORTIUM SEF	DES PLAINES	20250144	04/30/2025	11050110-532100	PW	PROFESSIONAL SERVICES	\$4,005.38	0
7962	R-198-2024 - GIS CONSORTIUM SEF	DES PLAINES	20250144	04/30/2025	51050110-532100	₽₩	PROFESSIONAL SERVICES	\$4,005.39 8.010.77	0
NAFISCO, INC. 9986								,	
00019826 NCPERS IL IMRE	STREET SIGNS	ROMEOVILLE	20250982	04/26/2025	11050420-552610	W	MATERIALS/SUPPLIES-ST MAINT	\$1,559.27 1,559.27	0
0582052025	NCPERS 05/2025 PREMIUM	JACKSONVILLE	20251069	05/01/2025	11000000-214120	ð	PAYROLL DEDUCT'N-LIFE INS	\$160.00	0
NET ASSETS CORPORATION 1831	DRPORATION								
3-202503 1-202503	NET ASSETS	EUGENE	20251045 20251045	05/01/2025 05/01/2025	11060640-549990 11060640-549990	88	OTHER CONTRACTUAL SERVICE OTHER CONTRACTUAL SERVICE	\$535.00 \$240.00	0 0
NICOR 2673									
03052875360-125 05733400005-0225	12 S CENTER STREET - 03-05-28-75 NICOR FEB2025	CAROL STREAM	20251094 20251002	02/07/2025 04/10/2025	51050550-541370 11070790-541370	S P	ELECTRICITY/GAS ELECTRICITY	\$751.12 \$187.13	00
54863400005-0225 61437400007-0125	NICOR FEB2025 711 E JEFFERSON - 61-43-74-0000 7	CAROL STREAM	20251002 20251131	04/10/2025 02/27/2025	11070790-541370 51050570-541370	₽¥	ELECTRICITY ELECTRICITY/GAS	\$289.06 \$2,895.86	00
61437400007-225 68647800009-0225		CAROL STREAM	20251130 20251092	03/29/2025 03/27/2025	51050570-541370 51050570-541370	P P W	ELECTRICITY/GAS ELECTRICITY/GAS	\$2,864.59 \$205.49	
68647800009-0325 71947800000-0225	130 N CHURCH ROAD - 71-94-78-000	CAROL STREAM	20251091 20251090	04/26/2025	51050570-541370 51050550-541370	P V	ELECTRICITY/GAS ELECTRICITY/GAS	\$164.80 \$270.98	0 0

	287.77								
0	\$9.99	MATERIAL/SUPPLIES-VEHICLES	Ş	11050490-552130	04/25/2025	20250960	SPRINGFIELD	VEH MAINTENANCE	6076-274200
0	\$11.85	R&M ICE RESURFACER	ŞF	11174100-542610	04/25/2025	20250997	SPRINGFIELD	MISC PARTS	6076-274175
0	\$12.80	R&M ICE RESURFACER	SF	11174100-542610	04/25/2025	20250997	SPRINGFIELD	MISC PARTS	6076-274159
0	\$11.57	R&M ICE RESURFACER	ŞF	11174100-542610	04/24/2025	20250997	SPRINGFIELD	MISC PARTS	6076-274065
0	\$45,98	R&M ICE RESURFACER	SF	11174100-542610	04/24/2025	20250997	SPRINGFIELD	MISC PARTS	6076-274059
0	\$15,84	R&M ICE RESURFACER	ŞF	11174100-542610	04/24/2025	20250997	SPRINGFIELD	MISC PARTS	6076-274043
0	\$60,68	R&M ICE RESURFACER	ŞF	11174100-542610	04/23/2025	20250997	SPRINGFIELD	MISC PARTS	6076-273976
0	\$9.25	R&M ICE RESURFACER	SF	11174100-542610	04/23/2025	20250997	SPRINGFIELD	MISC PARTS	6076-273975
0	\$2.48	R&M ICE RESURFACER	SF	11174100-542610	04/23/2025	20250997	SPRINGFIELD	MISC PARTS	6076-273927
0	\$7.25	MATERIAL/SUPPLIES-VEHICLES	PW	11050490-552130	04/23/2025	20250960	SPRINGFIELD	VEH MAINTENANCE	6076-273918
0	\$14.25	R&M VEHICLES	W	11050110-542410	04/19/2025	20250960	SPRINGFIELD	VEH MAINTENANCE	6076-273464
0	\$64.15	R&M ICE RESURFACER	SF	11174100-542610	04/19/2025	20250997	SPRINGFIELD	MISC PARTS	6076-273412
0	\$12.99	R&M VEHICLES	Đ	11020190-542410	04/19/2025	20251033	SPRINGFIELD	Vehicle parts	6076-273407
0	\$35.27	R & M VEHICLES	PW	11050420-542410	04/18/2025	20250960	SPRINGFIELD	VEH MAINTENANCE	6076-273300
0	\$-73.01	R & M VEHICLES	ΨZ	11050420-542410	03/17/2025		SPRINGFIELD	CORE RETURNS	6076-273042
0	\$18.53	R & M VEHICLES	PW	11050420-542410	04/02/2025	20250960	SPRINGFIELD	VEH MAINTENANCE	6076-271203
0	\$27.90	R&M ICE RESURFACER	SF	11174100-542610	04/17/2025	20250997	SPRINGFIELD	MISC PARTS	6067-273167
									1858
								O PARTS	O'REILLY AUTO PARTS
	179,109.61								
9008338	\$11,662.10	PAYROLL DEDUCT'N-MEDICARE	F	11000000-212030	05/11/2025	20251139	AURORA	FEDERAL WITHHOLDING	4.11.25
9008338	\$31,733.57	PAYROLL DEDUCT'N-SOC SEC	FZ	11000000-212020	05/11/2025	20251139	AURORA	FEDERAL WITHHOLDING	4.11.25
9008338	\$43,249.96	PAYROLL DEDUCT'N-FED INC TX	Ŧ	11000000-212010	05/11/2025	20251139	AURORA	FEDERAL WITHHOLDING	4.11.25
9008316	\$12,200.35	PAYROLL DEDUCT'N-MEDICARE	Ę	11000000-212030	04/27/2025	20250850	AURORA	FEDERAL TAX WITHHOLDING TAX	3.28.25
9008316	\$34,117.72	PAYROLL DEDUCTN-SOC SEC	Ŧ	11000000-212020	04/27/2025	20250850	AURORA	FEDERAL TAX WITHHOLDING TAX	3.28.25
9008316	\$46,145.91	PAYROLL DEDUCT'N-FED INC TX	7	11000000-212010	04/27/2025	20250850	AURORA	FEDERAL TAX WITHHOLDING TAX	3.28.25
									1338
								BANK	OLD SECOND BANK
0	\$359.29 359 29	PROFESSIONAL SERVICES	ð	11020130-532100	05/01/2025	20250897	CHICAGO	NSN 2ND QUARTER MANG FEES	12280
									12734
								NSN EMPLOYER SERVICES, INC.	NSN EMPLOYE
	7,940.15								
0	\$37.98	ELECTRICITY/GAS	PW	51050570-541370	04/10/2025	20251095	CAROL STREAM	84457400004-0325 717b E JEFFERSON - 84-45-74-0000	84457400004-032
0	\$37.98	ELECTRICITY/GAS	PW	51050570-541370	02/07/2025	20251093	CAROL STREAM	25 717b E JEFFERSON - 84-45-74-0000	84457400004-0125
0	\$235.16	ELECTRICITY/GAS	P¥.	51050550-541370	04/26/2025	20251089	CAROL STREAM	130 N CHURCH ROAD - 71-94-78-00	71947800000-325
W/T/MANUAL CHECK #	CHECK AMOUNT	ACCOUNT DESCRIPTION	DEPT	ACCOUNT NO	DUE DATE	PO NUMBER	REMIT CITY F	INVOICE DESCRIPTION	INVOICE #
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INVOICE #	INVOICE DESCRIPTION	REMIT CITY P	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	W/T/MANUAL CHECK #
649725	R-190-2024 - 2025 RIDE DUPAGE LC	ARLINGTON HT	20251123	04/24/2025	11050110-549990	PW	OTHER CONTRACTUAL SERVICE	\$1,585.61	0
PALUMBO, FRANK (E)	ANK (E)							•	
04132025	CONFERENCE REIMBURSEMENT V	WOOD DALE		05/01/2025	51050540-521510	Ę	TRAINING PROGRAMS/SESSIONS	\$611.54	
			-			:		733.44	,
1149	Ö, INC								
INV-1052100	MARCH 2025 MOBILE PAY PARKING DETROIT	DETROIT	20250933	04/30/2025	11030110-540330	Z	BANK/CREDIT CARD FEES	\$148.37	0
PAYLOCITY								140.57	
3.28.25	PAYROLL FEES	ARLINGTON HE	20250845	04/27/2025	11030110-532310	Ę	PAYROLL SERVICES	\$1,677.42	9008311
4.11.25	PAYROLL FEES	ARLINGTON HE	20251135	05/11/2025	11030110-532310	Ę	PAYROLL SERVICES	\$502.18	9008331
PEERLESS NETWORK, INC	TWORK, INC							2,179.00	
1925 72837	SERVICE DATES 4/1/25-4/30/25	CHICAGO	20251046	05/01/2025	11020180-541310	PZ	COMMUNICATION-PHONES (WIRE	\$2,157.05	0
PERFORMANO	PERFORMANCE PIPELINING INC							2,157.05	
2410300476	R-91-2024 - SANITARY SEWER LINII OTTAWA	OTTAWA	20251000	04/20/2025	51080870-596000	PW	CAPITAL CONSTRUCTION	\$17,887.75	0
PETTY CASH - PD	PD								
2629 012925	HOLIDAY DECORATIONS INV #0129	BENSENVILLE	20250927	05/01/2025	11040110-551110	3	MATERIALS/SUPPLIES-ADMIN	\$14.85	0
102024	PAPER PRODUCTS/PLASTIC WARE	BENSENVILLE	20250925	11/19/2024	11040110-551110	8	MATERIALS/SUPPLIES-ADMIN	\$44.54	0
102924	HOLIDAY DECORATIONS, INV #1029	BENSENVILLE	20250926	11/28/2024	11040110-551110	8	MATERIALS/SUPPLIES-ADMIN	\$14.85	0
PHYSICIANS II	PHYSICIANS IMMEDIATE CARE CHICA							/4.4	
1845									
4457390	PREEMPLOYMENT SCREENINGS	CAROL STREAM	20251110	05/07/2025	11020130-541210	B	PHYSICAL EXAMS	\$1,285.00 1.285.00	0
PLOTE CONSTRUCTION INC	RUCTION INC.								
3181 256470	STREET DEPT SUPPLIES - COLD P/ HOFFMAN EST,	HOFFMAN EST/	20251099	04/30/2025	11050420-552610	¥	MATERIALS/SUPPLIES-ST MAINT	\$848.75	0
								848.75	

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INVOICE # INVOICE DE POLICE LAW INSTITUTE, INC 1259	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK	W/T/MANUAL CHECK#
15420 POLYDYNE INC	POLICE LAW ONLINE SUBSCRIPTIC	NORTH LIBERT	20250934	05/11/2025	11040340-521510	PO	TRAINING PROGRAMS/SESSIONS	\$3,895.00 3,895.00	0
2041 1916818 POLYMER FO PORTER PIPE & SUPPLY CO	OR BELT PRESS SLUD(RICEBORO	20251164	05/03/2025	51050570-554120	PW	CHEMICALS	\$7,452.00 7,452.00	o
12985652-00 PRECISE DIGITA	00 INV# 12985652-00 MISC SUPPLIES -	CAROL STREAM	20250994	05/04/2025	11174100-542110	Ϋ́	R & M BUILDING	\$995.98 995.98	0
117615 118198	SQUAD WRAP, 3 SQUAD CARS INV INV# 118198 AQUATIC CENTER SIG	BENSENVILLE	20250829 20250995	03/05/2025	31580490-595000 11070760-541145	SE P	CAPITAL OUTLAY-FLEET ADVERTISING	\$7,158.00 \$85.00	, , ,
118414 INV# 118	INV# 118198 AQUATIC CENTER SIG	BENSENVILLE	20250995	04/19/2025	11070760-541145	ŠĖ	ADVERTISING	\$50.00 7,465.00	
1758 25-10505 HARDWARE MO OUADIENT FINANCE USA. INC	HARDWARE MONITORING SERVICE MELROSE PARI	MELROSE PARI	20250873	05/01/2025	11040380-542100	PD	MAINTENANCE AGREEMENTS	\$270.00 270.00	0
1783 2.11.25-2.24.25 3.13.25	POSTAGE MACHINE SUPPLIES PD POSTAGE REPLENISH	CAROL STREA!	20250803 20250837	05/09/2025 04/12/2025	11030110-540110 11040110-540110	77 77 Z Z	POSTAGE/DELIVERY SERVICES POSTAGE/DELIVERY SERVICES	\$229.00 \$367.00	9008324 9008323
RAY O'HERRON CO, INC 11033	ICO, INC.							6	
2402484 2404923	UNIFORM FOR NEW HIRE *585, INV NAME BAR FOR NEW OFC IRIZARR	DANVILLE	20250877 20251116	04/27/2025 05/10/2025	11040340-554810 11040340-554810	88	UNIFORMS - PURCHASE UNIFORMS - PURCHASE	\$1,087.58 \$40.99	
2405099 2405159	CREDIT MEMO INV 2379100 DUTY VEST FOR SGT HERRERA, IN	DANVILLE DANVILLE	20251115	04/11/2025 05/11/2025	11040340-554810 11040340-554810	P F	UNIFORMS - PURCHASE	\$-336.00 \$1,350.00 2,142.57	00
RED WING BUS 936 20250403014482	RED WING BUSINESS ADVANTAGE AC 936 20250403014482 STEEL TOE SAFETY BOOTS - N. AL	DALLAS	20251149	05/03/2025	51050570-554810	ΡW	UNIFORMS	\$231.33	0

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DISPOSAL CHARGES DISPOSAL CHARGES \$95,769.96 \$125.00 OTHER CONTRACTUAL SERVICE \$175.00 OTHER CONTRACTUAL SERVICE \$175.00 OTHER CONTRACTUAL SERVICE \$175.00 OTHER CONTRACTUAL SERVICE \$135.00 CAPITAL CONSTRUCTION LEGAL NOTICES LEGAL NOTICES LEGAL NOTICES \$120.00 \$120.00 \$124.23 CAPITAL OUTLAY-FLEET \$82.50 R&M VEHICLES R&M VEHICLES R&M VEHICLES \$199.25 R&M VEHICLES \$199.25 R&M VEHICLES \$119.25 R&M VEHICLES \$10.19 \$10.19 \$129.80 \$129.80
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			FOR CHEC	KS DATE	FOR CHECKS DATED: 4/29/2025				
INVOICE #	INVOICE DESCRIPTION	REMIT CITY P	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	CHECK #
165944	FULE PUMP CONTROLLER SQUAD	BENSENVILLE	20251161	05/10/2025	11040110-542410	B	R&M VEHICLES	\$258.77	0
1FMCU0E10SUB0	1FMCU0E10SUB07 R-178-2024 PURCHASE OF NINE(9)	BENSENVILLE	20250028	05/15/2025	31580490-595000	PW	CAPITAL OUTLAY-FLEET	\$41,223.00	0
248440-1	UPFITS FOR NEW FORD 250'S	BENSENVILLE	20250820	04/11/2025	31580490-595000	PΨ	CAPITAL OUTLAY-FLEET	\$23,041.88	0
FOCS218043	REPLACEMENT PARTS FOR SQUAL	BENSENVILLE	20251167	05/01/2025	11040110-542410	Р	R&M VEHICLES	\$1,440.62	0
FOFS218300	NEW AWD MODULE FOR SQUAD 31	BENSENVILLE	20250826	04/13/2025	11040110-542410	В	R&M VEHICLES	\$100.00	0
FOFS218658	REPLACEMENT PARTS FOR SQUAL	BENSENVILLE	20251105	04/19/2025	11040110-542410	Р	R&M VEHICLES	\$1,316.56	0
SALEX TAX 2024	SALES TAX REBATE 2024	BENSENVILLE	20244110	01/30/2025	11030110-566090	Ϋ́	DEVELOPER REIMBURSEMENTS	\$66,988.53	185467
SALEX TAX 2024	SALES TAX REBATE 2024	BENSENVILLE	20244110	01/30/2025	31080890-566090	ž	DEVELOPER REIMBURSEMENTS	\$5,485.50	185467
RONCO INDUS	RONGO INDUSTRIAL SUPPLY COMPA							142,674.73	
58									
6095332-1	SUPPLIES FOR CLEANING SERVICE	BENSENVILLE	20250869	04/20/2025	11040110-552125	В	MATERIALS/SUPPLIES-CLEANING	\$383.84	0
6095332-2	RAGE LINERG, FAND SOAF, INV #	DENOUNVILLE	7606707	03/03/2023	11040110-352125	č	WATENIALO/OUTTLES-CLEANING	592.29	c
RP ADMIN									
APRIL 2025	APRIL 2025 INSURANCE PREMIUMS	DEERFIELD	20250849	04/27/2025	11000000-214110	ð	S	\$174,034.07	9008322
APRIL 2025	ADDI: 2025 INCORDICE PREMILING	טההאחהום ס	20250849	04/27/2025	11000000-214120	3 8	BAYBOLL DEDILOTAL DENTAL ING	83 77.49 83 770 83	9008322
APRIL 2025	APRIL 2025 INSURANCE PREMIUMS	DEERFIELD	20250849	04/27/2025	11000000-214170	8	PAYROLL DEDUCTN-VISION	\$284.34	9008322
RUSSO POWER EQUIPMENT	REQUIPMENT							-	
SPI20981654	VEH MAINTENANCE	SCHILLER PAR	20250981	04/27/2025	11050430-542410	PW	R&M VEHICLES	\$683.98	0
SAUBER MFG. CO.	CO.								
PSI232660	R-99-2023 - UPFIT FOR WATERMAIN	VIRGIL	20250454	05/04/2025	31580490-595000	¥	CAPITAL OUTLAY-FLEET	\$112,336.00 112,336.00	0
SAVECO NORT	SAVECO NORTH AMERICA INC								
P25065-00	WWTP SUPPLIES	GURNEE	20250961	04/06/2025	51050570-542310	₽¥	R&M MATERIALS & EQUIPMENT	\$931.91	0
SEISMIC RELEASING, LLC	ASING, LLC							931.91	
2312 D.O.RECKONING	2312 D.O.RECKONING V MOVIE RENTAL FEES - DAY OF REC	CANYON COUN	20251022	05/03/2025	11070790-547910	ŞF	MOVIE RENTAL FEES	\$25.02	0
D.O.RECKONING	D.O.RECKONING V MOVIE RENTAL FEES - DAY OF REC	CANYON COUN	20251022	05/10/2025	11070790-547910	Ş	MOVIE RENTAL FEES	\$20.35 45.37	0

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ONUMBER DUE DATE ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK	W/T/MANUAL
SHOWBIZ DIRECT LLC	CT LLC								
A.L.T WK1	MOVIE RENTAL FEES - TDTEBU: A I	ATHENS	20251047	04/19/2025	11070790-547910	ş	MOVIE RENTAL FEES	\$61.42	
A.L.T WK2	MOVIE RENTAL FEES - TDTEBU: A I	ATHENS	20251047	04/26/2025	11070790-547910	SH.	MOVIE RENTAL FEES	\$30.48	
SIGN FREAKS, INC	INC							91.90	
2316									
230712-1	INV# 230712-1 - EDGE JEFFERSON	CHICAGO	20251175	05/18/2025	11174100-542110	SF	R & M BUILDING	\$2,594.29	
SIMPLE SANITATION INC	ATION INC							2,594.29	
4 0428	INV# I40428 PORTABLE TOILET SEF	ELMHURST	20250999	05/01/2025	11070720-549990	Ϋ́	OTHER CONTRACTUAL SERVICE	\$250.00	
SITEONE LAND	SITEONE LANDSCAPE SUPPLY, LLC							20.00	
151040373-001	SEED/RESTORATIONS	ROSWELL	20250957	04/20/2025	51050540-542811	¥	R&M RIGHT OF WAY	\$950.84	
SONY PICTURE	SONY PICTURES ENTERTAINMENT							000	
P. IN PERU WK2	MOVIE RENTAL FEES - PADDINGTO	DALLAS	20251004	04/12/2025	11070790-547910	R	MOVIE RENTAL FEES	\$68.96	
SPECIAL T UNLIMITED	IMITED							06.90	
50360	SPECIAL T UNLTD.	HILLSIDE	20250828	04/20/2025	11060640-554810	8	UNIFORMS-PURCHASE	\$1,209.00	
SPORT COURT MIDWEST INC	MIDWEST INC							,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
42	INV# 42 ACTUATOR LOCKS - REDM	ELMHURST	20251048	05/10/2025	11070720-542310	SF	R & M EQUIPMENT	\$432.00	
STAPLES CONT 9227	STAPLES CONTRACT & COMMERCIAL 9227								
6028170042 6028260509	CLEANING SUPPLIES INV# 6028260509 MISC SUPPLIES -	FRAMINGHAM	20250893 20251009	04/30/2025	11030110-552125 11174100-551110	S Z	MATERIALS/SUPPLIES-CLEANING	\$205.95 \$68.04	
STATE DISBURSEMENT UNIT	SEMENT UNIT							273.99	
13020									
3.28.25 4.11.25	CHILD SUPPORT CHILD SUPPORT	CAROL STREAM	20250846	04/27/2025 04/11/2025	11000000-217500 11000000-217500	T Z	PAYROLL DEDUCT'N-COURT ORD PAYROLL DEDUCT'N-COURT ORD	\$435.69 \$435.69	9008313 9008330

FOR CHECKS DATED: 4/29/2025

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PONUMBER	DUF DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION		W/T/MANUAL
				1				AMCON	CHECK#
SIIBIIDBAN I A	STIRLIDRAN I ARODATODIES INC							871.38	
3008									
GA5001779	R-168-2024 WW SAMPLING & ANAL'	GENEVA	20250038	04/30/2025	51050577-543510	P	LABORATORY TESTING	\$172.96	0
GA5001780	R-168-2024 WW SAMPLING & ANAL'	GENEVA	20250038	04/30/2025	51050577-543510	Pγ	LABORATORY TESTING	\$108.12	0
GA5001781	R-168-2024 WW SAMPLING & ANAL	GENEVA	20250038	04/30/2025	51050577-543510	PW	LABORATORY TESTING	\$80.00	0
GA5001782	R-168-2024 WW SAMPLING & ANAL'	GENEVA	20250038	04/30/2025	51050577-543510	PW	LABORATORY TESTING	\$756.16	0
GA5001784	R-168-2024 WW SAMPLING & ANAL'	GENEVA	20250038	04/30/2025	51050577-543510	PW	LABORATORY TESTING	\$568.88	0
GA5001785	R-168-2024 WW SAMPLING & ANAL'	GENEVA	20250038	04/30/2025	51050577-543510	PW	LABORATORY TESTING	\$568.88	0
GA5001786	R-168-2024 WW SAMPLING & ANAL'	GENEVA	20250038	04/30/2025	51050577-543510	PΨ	LABORATORY TESTING	\$172.96	0
GA5001787	R-168-2024 WW SAMPLING & ANAL'	GENEVA	20250038	04/30/2025	51050577-543510	PΨ	LABORATORY TESTING	\$661.64	0
GA5001788	R-168-2024 WW SAMPLING & ANAL'	GENEVA	20250038	04/30/2025	51050577-543510	PW	LABORATORY TESTING	\$568.88	0
GA5001811	R-168-2024 WW SAMPLING & ANAL'	GENEVA	20250038	04/30/2025	51050577-543510	PW	LABORATORY TESTING	\$60.60	0
GA5001989	R-168-2024 WW SAMPLING & ANAL'	GENEVA	20250038	05/02/2025	51050570-543510	ΡW	LABORATORY TESTING	\$785.46	0
GA5002148	R-168-2024 WW SAMPLING & ANAL	GENEVA	20250038	05/14/2025	51050577-543510	PW	LABORATORY TESTING	\$283.56	0
TERMINAL SUPPLY, CO.	PLY, CO.							1,100.10	
10895									
17993-00	SHOP SUPPLIES	TROY	20250983	04/27/2025	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$898.02	0
92119-00	SHOP SUPPLIES	TROY	20250983	02/22/2025	11050490-552130	W	MATERIAL/SUPPLIES-VEHICLES	\$601.16 1.499.18	0
TERRACE SUPPLY COMPANY	PLY COMPANY								
3012									
0001068634	CYLINDER RENTAL FOR ALL DIVISI	ITASCA	20250120	04/30/2025	11050420-548110	PW	RENTAL & LEASE-EQUIPMENT	\$22.97	0
0001068634	CYLINDER RENTAL FOR ALL DIVISI	ITASCA	20250120	04/30/2025	11050490-548110	ΡW	RENTAL & LEASE-EQUIPMENT	\$22.97	0
0001068634	CYLINDER RENTAL FOR ALL DIVISI	ITASCA	20250120	04/30/2025	51050560-548110	₽₩	RENTAL & LEASE PURCHASE	\$30.63	0
THE BREWER COMPANY	COMPANY							76.57	
8841									
229109	STREET DEPARTMENT SUPPLIES =	CAROL STREAM	20251062	05/01/2025	11050420-552610	¥	MATERIALS/SUPPLIES-ST MAINT	\$72.35 72.35	0
THE CINCINNA	THE CINCINNATI LIFE INSURANCE CO								
APRIL 2025	APRIL PREMIUM	CINCINNATI	20250851	04/26/2025	11000000-214140	Ž	PAYROLL DEDUCT'N CIN LIFE	\$932.02	0
THE JESSE WH	THE JESSE WHITE TUMBLING TEAM							932.02	
17 6// LBFEST2025	PARADE PARTICIPATION CONTRAC CHICAGO	CHICAGO	20251066	05/11/2025	11070750-577013	SH.	LIBERTY FEST (4 JULY)	\$1,400.00	0

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY F	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								1.400.00	
THE STEVENS GROUP	GROUP							•	
1440									
0235844	ENVELOPES	ELMHURST	20250887	05/04/2025	11010030-551110	Ę	MATERIALS/SUPPLIES-ADMIN	\$462.00	0
0235844	ENVELOPES	ELMHURST	20250887	05/04/2025	11030110-551110	Z	MATERIALS/SUPPLIES-ADMIN	\$462.00	0
0235844	ENVELOPES	ELMHURST	20250887	05/04/2025	51030250-551110	Ή	OFFICE SUPPLIES	\$462.00	0
THIRD MILLEN	THIRD MILLENNIUM ASSOCIATES, INC							1,386.00	
525									
32728	UTILITY BILL RENDERING	WARRENVILLE	20250899	05/07/2025	51030250-549990	Z	OTHER CONTRACTUAL SERVICES	\$1,223.78	0
THOMAS ENG	THOMAS ENGINEERING GROUP LLC							j	
1900									
22291	R-19-2025 - CONSTRUCTION ENG T	OAK PARK	20250717	05/01/2025	31080810-536515	PW	ENG SVC - PROJECT MANAGEMEN	\$28,210.65 28.210.65	0
THOMPSON ELEVATOR	LEVATOR								
3981									
25-0645	THOMPSON ELEVATOR INSPECTIC	MT PROSPECT	20250860	04/20/2025	11060640-549990	G	OTHER CONTRACTUAL SERVICE	\$100.00	0
25-0732	THOMPSON ELEVATOR	MT PROSPECT	20251055	05/02/2025	11060640-549990	음	OTHER CONTRACTUAL SERVICE	\$50.00	0
25-0739	THOMPSON ELEVATOR	MT PROSPECT	20251055	05/03/2025	11060640-549990	G	OTHER CONTRACTUAL SERVICE	\$50.00	0
THOMPSON R	THOMPSON RENTAL STATION, INC.								
3016									
618939-1	WALK BEHIND TRENCHER	BENSENVILLE	20251054	04/26/2025	11050420-552670	PW	MATERIAL/SUPPLIES-ST LIGHTS	\$189.00	0
619128-1	RENTAL - GAS POWERED SOD CUT	BENSENVILLE	20251053	05/01/2025	11050430-542811	V	R&M ROW	\$114.50 303.50	0
THOMPSON SAFETY LLC	AFETY LLC								
2048									
ORDINV021561	FIRST AID SUPPLIES	DALLAS	20250902	02/09/2025	11020130-551110	ð	MATERIALS/SUPPLIES-ADMIN	\$451.70	0
ORDINV022220	FIRST AID SUPPLIES	DALLAS	20250902	03/06/2025	11020130-551110	ð	MATERIALS/SUPPLIES-ADMIN	\$109.99	0
ORDINV022689	FIRST AID SUPPLIES	DALLAS	20250902	03/23/2025	11020130-551110	ð	MATERIALS/SUPPLIES-ADMIN	\$241.90	0
ORDINV023029	FIRST AID SUPPLIES	DALLAS	20250902	04/02/2025	11020130-551110	ð	MATERIALS/SUPPLIES-ADMIN	\$109.99	0
ORDINV023447	FIRST AID SUPPLIES	DALLAS	20250902	04/17/2025	11020130-551110	ð	MATERIALS/SUPPLIES-ADMIN	\$241.90 1.155.48	0
THOMSON REUTERS - WEST	UTERS - WEST							1	
8192								•	
851/35/39	ONLINE SOFTWARE SUBSCRIPTION CAROL STREAM	CAROL STREAM	20251113	05/01/2025	11040110-525010	B	BOOKS/PAMPHLETS/PUBLICATION	\$843.33 843.33	0

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VILLAGE OF 8 3100 3.28.25 4.11.25	VERIZON WIRELESS 11240 11240 442003865-00001-(SER 442003865-00003-(SER 585520014-00001-(SER	USABLUEBOOK 6491 INV00647671 INV00648432 INV00649910 INV00656067 INV00656149 INV00668251	UNIVERSAL FIL 7128 BLACK BAG BLACK BAG WK2	UNDERGROU 2263 4617	071544-01 071545 071634	UNDERGROU 4096 071543 071543-01 071544	INVOICE #
VILLAGE OF BENSENVILLE 3100 3.28.25 POLICE PENSION 4.11.25 PAYROLL DATE 4.11.25	VERIZON WIRELESS 11240 11240 442003865-00001-(SERVICE DATES 2/24/25-3/23/25 442003865-00003-(SERVICE DATES 2/24/25-3/23/25 585520014-00001-(SERVICE DATES 2/24/25-3/23/25	CHEMICALS UTLITIES WWTP SUPPLIES WWTP SUPPLIES CHEMICALS UTLITIES CHEMICALS UTLITIES WWTP - LAB SUPPLIES	UNIVERSAL FILM EXCHANGES 7128 BLACK BAG MOVIE RENTAL FEES - BLACK BAG BLACK BAG WK2 MOVIE RENTAL FEES - BLACK BAG	UNDERGROUND SPORTS PRINT CO IN 2263 4617 INV# 4617 FLAGS - LIBERTY FEST 2	WATER MAIN PARTS WATER MAIN PARTS	UNDERGROUND PIPE & VALVE CO. 4096 071543 WATER MAIN PARTS 071543-01 WATER MAIN PARTS 071544 WATER MAIN PARTS	INVOICE DESCRIPTION
	LEHIGH VALLE, LEHIGH VALLE,	GURNEE GURNEE GURNEE GURNEE GURNEE	DALLAS		PLAINFIELD PLAINFIELD	PLAINFIELD PLAINFIELD PLAINFIELD	REMIT CITY
20250859 20251147	E) 20250931 E) 20250895 E) 20250895	20250978 20251003 20251003 20250978 20250978 20250978 20251157	20251006 20251025	20251049	20250566 20250567 20250571	20250569 20250570 20250568	PO NUMBER
04/27/2025 05/11/2025	04/22/2024 04/22/2025 04/18/2025	04/10/2025 04/20/2025 04/11/2025 04/11/2025 04/18/2025 04/18/2025	05/03/2025 05/10/2025	04/17/2025	03/12/2025 03/12/2025 03/23/2025	03/12/2025 03/12/2025 03/12/2025	DUE DATE
11000000-212140 11000000-212140	11020180-541315 11020180-541315 11040380-542100	51050550-554120 51050570-552550 51050570-552550 51050540-554510 51050540-554510 51050570-552550	11070790-547910 11070790-547910	11070750-577013	51050540-552520 51050540-552520 51050540-552520	51050540-552520 51050540-552520 51050540-552520	ACCOUNT NO
7 F	F F F	PW PW PW	N N	S. Ti	פסס ¥¥¥	PW PW	DEPT
PAYROLL DEDUCT'N-POL PENSIOI PAYROLL DEDUCT'N-POL PENSIOI	CELL PHONE SERVICE & EQUPME CELL PHONE SERVICE & EQUPME MAINTENANCE AGREEMENTS	CHEMICALS LAB SUPPLIES LAB SUPPLIES SMALL TOOLS & EQUIPMENT SMALL TOOLS & EQUIPMENT LAB SUPPLIES	MOVIE RENTAL FEES	LIBERTY FEST (4 JULY)	WATER MAIN PARTS WATER MAIN PARTS WATER MAIN PARTS	WATER MAIN PARTS WATER MAIN PARTS WATER MAIN PARTS	ACCOUNT DESCRIPTION
\$13,752.34 1 \$13,761.72 27,514.06	\$2.897.05 \$196.25 \$695.53 3,788.63	\$627.51 \$3,456.84 \$1,112.12 \$226.95 \$191.70 \$1,082.76 6,697.88	\$200.00 \$82.75 282.75	8,923.00 \$692.40	\$90.00 \$1,710.00 \$2,458.00	\$2,180.00 \$260.00 \$2,225.00	CHECK AMOUNT
9008318 9008337	000	00000	0 0	0	000	000	W/T/MANUAL CHECK #

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F () () () () () () () () () () () () ()			רטק כחם	CNO DATE	FOR CHECKS DATED: 4/29/2025			CHECK	W/T/MANUAL
14 C	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	DUE DATE ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	CHECK #
VILLAGE OF IT	OF ITASCA				:				ļ
2060	CPKC COALITION - MAR 2025	ITASCA	20251142	05/10/2025	11010010-532810	D)×	DDO IECT MANAGEMENT SERVICE	&3 383 06	5
								3,383.06	
WALI DIONE!	WALL DISNET STUDIOS MOTION FICE								
7086									
C.A BMW WK2	MOVIE RENTAL FEES - CAPTAIN AN	DALLAS	20251005	04/19/2025	11070790-547910	SF	MOVIE RENTAL FEES	\$71.92	0
C.A BNW WK1	MOVIE RENTAL FEES - CAPTAIN AN	DALLAS	20251005	04/12/2025	11070790-547910	SE	MOVIE RENTAL FEES	\$231.53	0
D. SNOW WHITE	D. SNOW WHITE 0 MOVIE RENTAL FEES- DISNEY'S SN	DALLAS	20251037	05/10/2025	11070790-547910	S.	MOVIE RENTAL FEES	\$221.92	0
								525.37	
WAREHOUSE DIRECT, INC	DIRECT, INC.								
1077									
5901636-0	FINANCE SUPPLIES	DES PLAINES	20250835	04/26/2025	11030110-551110	Ë	MATERIALS/SUPPLIES-ADMIN	\$69.65	0
5903310-0	FINANCE SUPPLIES	DES PLAINES	20250884	04/30/2025	11030110-551110	Ę	MATERIALS/SUPPLIES-ADMIN	\$186.26	0
5905490-0	OFFICE SUPPLIES FOR RECORDS	DES PLAINES	20250923	05/02/2025	11040110-551110	РО	MATERIALS/SUPPLIES-ADMIN	\$28.20	0
5909735-0	FINANCE OFFICE SUPPLIES	DES PLAINES	20251120	05/11/2025		Ē	MATERIALS/SUPPLIES-ADMIN	\$161.75	0
5909735-0	FINANCE OFFICE SUPPLIES	DES PLAINES	20251120	05/11/2025	51030250-551110	Ę	OFFICE SUPPLIES	\$48.30	0
5913320-0	OFFICE SUPPLIES FOR ADMIN/REC	DES PLAINES	20251162	05/16/2025	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$66.04	0
								560.20	
3540									
3570		1				!))))	1
40086493	TIRES FOR VEH # 267	BENSENVILLE	20250973	04/24/2025	11050420-542410	P₩	R & M VEHICLES	\$358,55	0
WEX BANK								0000	
996 103546287	DEF PURCHASE	CAROL STREAM	. 20250834	04/14/2025	11050440-554110	Z	FUEL/GAS/OIL	\$51.21	9008310
WHIPPS, INC. 2313								51.21	
32855	SLIDE GATE PARTS (VALVE) FOR T	ATHOL	20251153	04/24/2025	51050570-542310	ΡW	R&M MATERIALS & EQUIPMENT	\$600.00	0
WILLIAMS BRO	WILLIAMS BROTHERS CONSTRUCTIO							900.00	
959 32025569.09	R-158-2023 - PRESSURE ADJ. STAT	PEORIA	20250390	04/30/2025	37980860-596000	₽₩	CAPITAL CONSTRUCTION	\$297,308.92	0
WINKLER'S TRI	WINKLER'S TREE & LANDSCAPING, IN							297,308.92	
729 8134	R-135-2023 TREE PRUNING SERVIC	LAGRANGE PAI	u 20251171	04/26/2025	11050430-549990	₩	OTHER CONTRACTUAL SERVICE	\$34,308.00	0

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FOR CHECKS DATED: 4/29/2025

			01.01.01		TOTAL PROPERTY OF THE PROPERTY				
INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	DUE DATE ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	MOUNT CHECK #
WORK N GEAR, INC	R, INC		!			•		34,308.00	
1136 HA205359	CHRIS K. WW UNIFORM BUDGET - 1 BOSTON	BOSTON	20250956	03/30/2025	51050570-554810	ΡW	UNIFORMS	\$119.98	0
WRONKIEWICZ, TED (E)	Z, TED (E)							119.98	
42588P	TED W. PPE REIMBURSEMENT	BENSENVILLE	20250952	04/28/2025	51050540-554810	PW	UNIFORMS	\$70.99	0
ZIEBELL WATER SERVICE	ER SERVICE							70.99	
3045									
269015-000	R-191-2024 - WATER SYSTEM PART	ADDISON	20250147	05/09/2025	51050540-552520		WATER MAIN PARTS	\$441.21	0
269016-000	R-191-2024 - WATER SYSTEM PART	ADDISON	20250147	05/09/2025	51050540-552520	₽W	WATER MAIN PARTS	\$563.94	0
269017-000	R-191-2024 - WATER SYSTEM PART ADDISON	ADDISON	20250147	05/09/2025	51050540-552520	PW	WATER MAIN PARTS	\$1,040.00	0

CHECK TOTAL: 2,503,229.10

WIRE/MANUAL TOTAL: 863,347.29

EXPENDITURE TOTAL: 3,366,576.39

TYPE:SUBMITTED BY:DEPARTMENT:DATE:OrdinanceLisa BanovetzFinanceApril 29, 2025

DESCRIPTION:

An Ordinance of the Village Of Bensenville, DuPage And Cook Counties, Illinois amending section 8-7-7 of chapter seven of title eight of the Bensenville Village code with regard to water and sewer rates.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

Х	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:
N/A	N/A

BACKGROUND:

The Village owns and operates the water and sewer systems that serve its stakeholders within the Village of Bensenville. The most recent water rate increase was approved by the Village Board of Trustees on March 27, 2024.

KEY ISSUES:

The DuPage Water Commission's tentative budget has an increase of 3.94% for its water rates.

Staff is recommending that Village's rates are increased by 3.94%, which is strictly a pass through increase.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

Staff recommends the approval of an an Ordinance of the Village Of Bensenville, DuPage And Cook Counties, Illinois amending section 8-7-7 of chapter seven of title eight of the Bensenville Village code with regard to water and sewer rates.

BUDGET IMPACT:

The implementation of the pass through rate increase will reduce the impact of the increased rates from the DuPage Water Commission starting May 1, 2025.

ACTION REQUIRED:

Approval of an Ordinance of the Village Of Bensenville, DuPage And Cook Counties, Illinois amending section 8-7-7 of chapter seven of title eight of the Bensenville Village code with regard to water and sewer rates.

DescriptionUpload DateType2025 Ordinance Amending 8-7-7 Water and Sewer Rates4/11/2025Cover Memo

ORDINANCE NO.	ORDINANCE NO.	
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AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS AMENDING SECTION 8-7-7 OF CHAPTER SEVEN OF TITLE EIGHT OF THE BENSENVILLE VILLAGE CODE WITH REGARD TO WATER AND SEWER RATES

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, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, the Village of Bensenville (the "Village") owns and operates sewerage and waterworks facilities (the "System") within and outside the municipal boundaries of the Village; and

WHEREAS, the Illinois Municipal Code further authorizes the Village to charge for the maintenance, use and operation of the System and to establish rates for that purpose; and

WHEREAS, the Village has carefully considered the operation, condition and maintenance of the System and the revenues and expenses associated therewith.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, 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 part of hereof, as if fully set forth in their entirety.

SECTION 2: The Corporate Authorities find and determine that it is necessary and desirable to amend the Bensenville Village Code for the purpose set forth herein and that the adoption of this ordinance is in the best interests of the Village.

SECTION 3: Section 8-7-7 ("Rates") of Chapter Seven ("Water and Sewer Service regulations") of title 8 ("Public Ways and Property") of the Bensenville Village Code, is hereby amended to revise rates within Section 8-7-7 as follows:

SECTION 8-7-7: RATES

A. Within the Corporate Limits: Effective May 1, 2025:

in the Cor	porate Li	mit of the	Village of	Bensenvil	lle	
	T		<u> </u>	T	T	Ī
			 Meter Size	<u> </u> e		
5/8 Inch or 3/4 Inch	1 Inch	1.5 Inch	2 Inch	3 Inch	4 Inch	6 Inch
\$11.92	\$11.92	\$11.92	\$11.92	\$11.92	\$11.92	\$11.92
\$14.29	\$14.29	\$14.29	\$14.29	\$14.29	\$14.29	\$14.29
\$10.11	\$10.11	\$10.11	\$10.11	\$10.11	\$10.11	\$10.11
\$11.92	\$11.92	\$11.92	\$11.92	\$11.92	\$11.92	\$11.92
\$91.04	\$91.04	\$91.04	\$91.04	\$91.04	\$91.04	\$91.04
\$11.92	\$34.71	\$71.48	\$119.15	\$214.48	\$357.45	\$714.90
\$4.77	\$4.77	\$4.77	\$4.77	\$4.77	\$4.77	\$4.77
\$9.92	\$9.92	\$9.92	\$9.92	\$9.92	\$9.92	\$9.92
\$1.53	\$1.53	\$1.53	\$1.53	\$1.53	\$1.53	\$1.53
	\$11.92 \$11.92 \$14.29 \$14.29 \$14.29 \$14.29 \$10.11 \$11.92 \$91.04	5/8 Inch or 3/4 Inch \$11.92 \$11.92 \$14.29 \$14.29 \$14.29 \$11.92	5/8 Inch or 3/4 Inch	Meter Size 5/8 1 Inch 1.5 2 Inch Inch 3/4 Inch \$11.92 \$11.92 \$11.92 \$11.92 \$14.29 \$14.29 \$14.29 \$14.29 \$14.29 \$11.92	Meter Size	5/8 Inch or 3/4 Inch 1 Inch 1.5 Inch 2 Inch 3 Inch 4 Inch \$11.92 \$11.92 \$11.92 \$11.92 \$11.92 \$11.92 \$14.29 \$14.29 \$14.29 \$14.29 \$14.29 \$14.29 \$10.11 \$10.11 \$10.11 \$10.11 \$10.11 \$10.11 \$11.92 \$11.92 \$11.92 \$11.92 \$11.92 \$91.04 \$91.04 \$91.04 \$91.04 \$91.04 \$11.92 \$34.71 \$71.48 \$119.15 \$214.48 \$357.45 \$4.77 \$4.77 \$4.77 \$4.77 \$4.77 \$9.92 \$9.92 \$9.92 \$9.92 \$9.92

B. Outside Corporate Limits: Effective May 1, 2025:

Outs	ide the Co	rporate L	imit of the	Village of	Bensenvi	ille	
				Meter Siz	e		
	5/8 Inch or 3/4 Inch	1 Inch	1.5 Inch	2 Inch	3 Inch	4 Inch	6 Inch
Water Charge First 10,000 gallons per month (per 1000 gallons)	\$17.88	\$17.88	\$17.88	\$17.88	\$17.88	\$17.88	\$17.88
Above 10,000 gallons per month (per 1000 gallons)	\$21.45	\$21.45	\$21.45	\$21.45	\$21.45	\$21.45	\$21.45
Sewer Charge							
First 10,000 gallons per month (per 1000 gallons)	\$15.16	\$15.16	\$15.16	\$15.16	\$15.16	\$15.16	\$15.16
Above 10,000 gallons per month (per 1000 gallons)	\$17.88	\$17.88	\$17.88	\$17.88	\$17.88	\$17.88	\$17.88
Non Metered Account - Fixed Sewer Fee	\$136.56	\$136.56	\$136.56	\$136.56	\$136.56	\$136.56	\$136.56
Fixed Service Charge	\$17.88	\$53.62	\$107.23	\$178.71	\$321.72	\$536.16	\$1,072.35
Industrial Pretreatment First 1,000 Gallons	\$14.87	\$14.87	\$14.87	\$14.87	\$14.87	\$14.87	\$14.87
per month Above 1,000 gallons per month	\$2.29	\$2.29	\$2.29	\$2.29	\$2.29	\$2.29	\$2.29

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

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

SECTION 6: This Ordinance shall be in full force and effect:

- i. Upon its passage, approval and publication as provided by law; and
- ii. Shall apply to all service charges on or after May 1, 2025.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 29 day of April, 2025, pursuant to a roll call as follows:

	Approved,
	Frank DeSimone, Village President
ATTEST:	
Nancy Quinn Village Clerk	
AYES: Carmona, Franz, Frey, Lomax, Panicola	a, Perez
NAYS: None	
ABSENT: None	

TYPE:SUBMITTED BY:DEPARTMENT:DATE:ResolutionLisa BanovetzFinanceApril 29, 2025

DESCRIPTION:

Resolution Authorizing the Village Manager to Enter into an Agreement for Unpaid Red Light Ticket Collection Services with with Municipal Collection Services LLC (MCS)

<u>SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:</u> SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

Х	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:
N/A	N/A

BACKGROUND:

The law firm of Linebarger Goggan Blair & Sampson, LLP currently serves as the Village's collection agency for all unpaid red light violations.

Prior to 2016, the Village engaged Municipal Services, Inc. (MSI) and Municipal Collection Services, Inc. (MCS) for database management, adjudication processing of administrative actions and fines, and collection services for delinquent administrative and red light fines, as well as other outstanding accounts.

Recently, Linebarger Goggan Blair & Sampson, LLP issued a formal notice of termination regarding its collection services for unpaid red light tickets within the Village.

KEY ISSUES:

The Illinois Secretary of State mandates that any collection agency receiving collection files from Red Speed must be registered with and vetted by the Secretary of State. This mandate extends to all subcontractors engaged by the collection agency, including skip tracers and any printing firms involved in the process.

As per the performance standards established by the Illinois Secretary of State, only two collection agencies in Illinois are authorized to collect unpaid red light ticket fines. The two authorized collection agencies that are in compliance with these regulations are Linebarger Goggan Blair & Sampson, LLP and MCS.

Given that Linebarger Goggan Blair & Sampson, LLP has provided the Village with a notice of termination for its collection services, the Village now has a sole option for the collection of unpaid red light tickets which is MCS.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

Staff recommends that the Village Board approve a Resolution authorizing the Village Manager to enter into an agreement for unpaid red light ticket collection services with with Municipal Collection Services LLC (MCS).

BUDGET IMPACT:

The actual results cannot be predicted, as the number of unpaid red light ticket payments required to engage the services of the collection agency for payment recovery is currently unknown.

ACTION REQUIRED:

Approval of a Resolution authorizing the Village Manager to enter into an agreement for unpaid red light ticket collection services with with Municipal Collection Services LLC (MCS).

ATTACHMENTS:

<u>Description</u>	<u>Upload</u> <u>Date</u>	<u>Type</u>
Resolution Authorizing the Village Manager to Enter into an Agreement for Unpaid Red Light Ticket Collection	3/24/2025	Cover Memo
MCSI collection proposal contract	3/4/2025	Cover Memo

RESOLUTION NO.	

RESOLUTION AUTHORIZING AN AGREEMENT FOR UNPAID RED LIGHT TICKET COLLECTION SERVICES WITH MUNICIPAL COLLECTION SERVICES LLC (MCS)

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 agreements, contracts, and engagements, and to undertake other acts as necessary, in the exercise of its statutory powers; and

WHEREAS, the President and Board of the Village Trustees have determined it reasonable and necessary for the Village to enter into an agreement for collection of delinquent accounts with Municipal Collection Services LLC to enhance the Village's collection efforts for red light fines; and

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

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

SECTION TWO: That the Village Board hereby authorizes the Village Manager to enter into an agreement for unpaid red light ticket collection services with Municipal Collection Services LLC (MCS) upon satisfactory review of the agreement by the Village Attorney.

SECTION THREE: That the Village Board waives any bidding requirements related to the purchase arrangement as it has been determined that the Village has a sole option for the collection of unpaid red light tickets which is Municipal Collection Services LLC.

SECTION FOUR: That 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 29th day of April 2025.

APPROVED:

Frank DeSimone, Village President

ATTEST:		
Nancy Quinn, Village Clerk		
AYES:		
NAYS:		
ABSENT:		



The Municipal Collection Specialist

Collection Contract

Village of Bensenville
12 S Center Street
Bensenville, IL 60106

Attached is an agreement for the VILLAGE OF BENSENVILLE' consideration in regards to Municipal
Collection Services, LLC. (MCS) providing collection services. Please contact me if you any questions.

To execute, please make two copies of this agreement, sign and date both copies and return to MCS.
We will execute by signing both, return a copy to VILLAGE OF BENSENVILLE and retain one copy on file here.

We appreciate the VILLAGE OF BENSENVILLE considering our collection services and look forward to serving your needs in the future should the decision be to contract with MCS.

Sincerely,

Desiri Budzinski
General Manager

Collections Contract For Collection Services

WITHIN THE

Village of Bensenville

PRESENTED ON: 02/25/2025

(If not accepted, Offer expires in 60 days)

PRESENTED BY:

Municipal Collection Services, LLC 7330 College Drive, Suite 204 Palos Heights, IL 60463 (708) 448-6669 FAX 448 -1749

MUNICIPAL COLLECTION SERVICES, LLC.

	AGREEMENT, made this	day of		, 20	by and betweer
Municip	al Collection Services LLC, a	Delaware l	imited liability company	(hereinaft	er referred to as
MCS), ar	nd the Village of Bensenville,	Illinois (herei	inafter referred to as THE	VILLAGE O	F BENSENVILLE)

WITNESSETH

WHEREAS, MCS is a duly licensed collection agency in the State of Illinois, and;

WHEREAS, THE VILLAGE OF BENSENVILLE wishes to list certain debts owed to THE VILLAGE OF BENSENVILLE with MCS for collection, and;

WHEREAS, MCS possesses the personnel, experience, expertise and equipment to effectively aid the VILLAGE OF BENSENVILLE in collecting its debts through an effective collection process and court actions, if necessary.

NOW, THEREFORE, in consideration of the mutual and several promises and covenants herein contained, the parties do hereby agree as follows:

1.00 DEBTS PLACED FOR COLLECTION

- 1.01 THE VILLAGE OF BENSENVILLE agrees that it may place debts for collection with MCS, during the term of this Agreement, and any fines or other debts placed for collection shall be hereinafter collectively referred to as "DEBTS".
- 1.02 THE VILLAGE OF BENSENVILLE agrees that the DEBTS will be collected and administered pursuant to all of the terms and conditions contained in this Agreement.
- 1.03 All DEBTS will be forwarded to MCS, using the forms and procedures that are designated by MCS, from time-to-time.
- 1.04 Upon request of MCS, THE VILLAGE OF BENSENVILLE will provide certified copies of documents necessary for use of MCS in collection of the DEBTS. THE VILLAGE OF BENSENVILLE and MCS agree that in order for MCS to effectively collect the DEBTS and provide accurate records of collection activity, to THE VILLAGE OF BENSENVILLE, including, but not limited to, amounts collected, accounts closed, and other dispositions of DEBTS; MCS requires access to THE VILLAGE OF BENSENVILLE'S administrative adjudication database. THE VILLAGE OF BENSENVILLE hereby agrees to allow MCS such access, subject to reasonable security measures.
- **1.05** MCS will acknowledge receipt of any DEBTS placed for collection within five days after receipt by MCS.

2.00 COLLECTION OF DEBTS

- **2.01** MCS agrees to use its best efforts and any lawful means, which in its sole judgment and discretion, that it believes will result in the collection of DEBTS.
- 2.02 If requested by THE VILLAGE OF BENSENVILLE, and in its efforts to collect DEBTS, MCS will assist THE VILLAGE OF BENSENVILLE in managing the Local Debt Recovery Program implemented by The Illinois Office of the Comptroller (IOC). MCS, or its designated technology partner, will prepare and, if allowed to do so by the IOC, will perform the weekly upload of the "add", "change" and "delete" files.

3.00 COMPENSATION

- 3.01 No fees will be payable to MCS by THE VILLAGE OF BENSENVILLE until such time as any money is collected on a DEBT(s). THE VILLAGE OF BENSENVILLE may add a collection fee of thirty-five percent (35%) to each DEBT listed for collection, and said collection fee shall be included as a part of the DEBT.
 - 3.02 At such time as any money is collected, MCS shall be paid as follows:

For debts where a collection fee has not been added:

- 3.02.1 MCS will be entitled to any costs awarded by a court in the collection of DEBTS. If no additional expense amount is awarded for such costs, this Section 3.02.1 will not apply.
- **3.02.2** Twenty-six percent (26%) of the balance of the amount collected on each DEBT, unless the payment is received from the IOC.
- **3.02.3** MCS's fee for any services relating to the Local Debt Recovery Program and for DEBTS collected through the IOC shall be twelve percent (12%) of the amount received by THE VILLAGE OF BENSENVILLE.

For debts where a collection fee has been added:

- **3.02.4** Twenty-five and 93/100 percent (25.93%) of the balance of the amount collected on each DEBT.
- 3.02.5 MCS's fee for any services relating to the Local Debt Recovery Program and for DEBTS collected through the IOC shall be twenty-five and 93/100 percent (25.93%) of the amount received by THE VILLAGE OF BENSENVILLE.

4.00 COLLECTION AND PAYMENT

- **4.01** MCS shall have the exclusive right to collect the DEBTS until such time as it chooses, in its sole discretion, to return any DEBT to THE VILLAGE OF BENSENVILLE. Any inquiries received by THE VILLAGE OF BENSENVILLE concerning any DEBT; including attempts to make payments thereon, shall be referred at the earliest possible time to MCS.
- **4.02** MCS will deposit any money collected in a separate bank trust account established for that purpose.

- 4.03 After deduction of its fees and costs allowable by this Agreement, MCS will forward to THE VILLAGE OF BENSENVILLE, its share of any amounts collected. Remittance to THE VILLAGE OF BENSENVILLE will be made by the 17th of the month for any amounts collected by the last day of the preceding month.
- 4.04 In the event that any funds are paid to, or collected by THE VILLAGE OF BENSENVILLE on any DEBTS, THE VILLAGE OF BENSENVILLE will report such collections to MCS daily for accounting under this Section, and MCS may deduct its fees and allowable costs, on those DEBTS, from the amount that would otherwise be due to MCS under Section 4.03.

5.00 SETTLEMENT OF DEBTS

- 5.01 THE VILLAGE OF BENSENVILLE hereby authorizes MCS to compromise, or reach negotiated settlements on any DEBT. However, unless otherwise authorized by THE VILLAGE OF BENSENVILLE in writing, any such settlement shall be in conformance with the minimum amounts set forth herein. The parties agree that no DEBT will be settled, negotiated or compromised for less than fifty percent (50%) of the amount due, unless mutually agreed upon, in writing, between MCS and THE VILLAGE OF BENSENVILLE.
- 5.02 Should THE VILLAGE OF BENSENVILLE make any settlement or otherwise take any action in derogation of MCS's exclusive right to collect DEBTS, then MCS shall be entitled to payment of its fee in full, as delineated in this Agreement, based on the full amount of the DEBT, as placed.

6.00 INDEMNIFICATION

- **6.01** MCS agrees to indemnify and hold THE VILLAGE OF BENSENVILLE harmless against any and all liability, costs and expenses including reasonable attorney fees, occasioned by claims or suits for loss or damages arising out of the acts, or omissions of the officers, agents, servants or employees of MCS under or related to this Agreement. Conversely, THE VILLAGE OF BENSENVILLE agrees to indemnify and hold MCS harmless against any and all liability, costs and expenses including reasonable attorney fees, occasioned by claims or suits for loss or damages arising out of the acts, or omissions, of THE VILLAGE OF BENSENVILLE, its officers, agents, servants or employees under or related to this Agreement.
- 6.02 Further, VILLAGE OF BENSENVILLE warrants and represents to MCS that any Debt placed for collection will be a legal and valid debt owed to THE VILLAGE OF BENSENVILLE that has not been discharged in bankruptcy. THE VILLAGE OF BENSENVILLE also warrants and represents that it will immediately notify MCS of any notice of bankruptcy received relative to any DEBT and that it will also immediately inform MCS of any payments of DEBTS received by THE VILLAGE OF BENSENVILLE. In addition to the indemnities listed above, THE VILLAGE OF BENSENVILLE agrees to indemnify and hold MCS harmless against any and all liability, costs and expenses including reasonable attorneys' fees occasioned by claims or suits under the Federal "Fair Debt Collection Practices Act", the Illinois "Collection Agency Act", the Federal Bankruptcy Code, or any other similar consumer protection law, due to the breach of these warranties and representations.

7.00 CONFIDENTIALITY & COMPLIANCE

Confidentiality. "Confidential Information" shall mean this Agreement and all data, trade secrets, business information and other information of any kind and in whatever form whatsoever, including data developed or produced through access to Confidential Information, that a Party ("Discloser") discloses, in any format/medium, to the other Party ("Recipient") or to which Recipient obtains access and that relates to Discloser or, in the case of MCS, to the VILLAGE OF BENSENVILLE.

- 7.01 MCS acknowledges the VILLAGE OF BENSENVILLE has a responsibility to its constituents to keep information confidential. Each of the Parties, as Recipients, hereby agrees it will not, and will cause/direct any affiliates, associates, representatives and independent contractors not to disclose Confidential Information of the other Party or the consumer during or after the term of this Agreement, unless specifically outlined herein, consented to by the other Party or the consumer, expressly permitted by law, or on a "need to know" basis. Recipient shall not use or disclose Confidential Information of the other Party for any purpose other than to carry out this Agreement. Recipient shall treat Confidential Information of the other Party with no less care than it employs for its own Confidential Information of a similar nature that it does not wish to disclose, publish, or disseminate, but in no event less than a commercially reasonable degree of care. Upon expiration or termination of this Agreement for any reason, or at the written request of the VILLAGE OF BENSENVILLE during the term of this Agreement, MCS shall promptly return to the VILLAGE OF BENSENVILLE or destroy, if directed, all Confidential Information in MCS's possession or the possession of any of MCS's affiliates, subcontractors, etc., subject to and in accordance with the terms and provisions of this Agreement.
- 7.02 To the extent legally permitted, Recipient shall notify Discloser of any actual or threatened requirement of law to disclose Confidential Information promptly upon receiving actual knowledge thereof and shall cooperate with Discloser's reasonable, lawful efforts to resist, limit or delay disclosure. Nothing in this Paragraph shall require any notice of other action by the VILLAGE OF BENSENVILLE in connection with requests or demands for Confidential Information by bank external examiners, regulators or others with lawful enforcement and oversight powers with respect to the VILLAGE OF BENSENVILLE or its affiliates.
- 7.03 With the exception of debtor account information provided by the VILLAGE OF BENSENVILLE to MCS, the obligations of confidentiality in this Section shall not apply to any information that (i) Recipient rightfully has in its possession when disclosed to it, free of obligation to Discloser to maintain its confidentiality; (ii) Recipient independently develops without access to Discloser's Confidential Information; (iii) is or becomes known to the public other than by breach of this Section or (iv) is rightfully received by Recipient from a third party without the obligation of confidentiality.
- 7.04 MCS acknowledges that the VILLAGE OF BENSENVILLE is required to comply with the information security standards required by applicable federal or state statutory, legal and regulatory requirements regarding the protection and privacy of information relating to individuals. If applicable, MCS shall employ commercially reasonable efforts to assist the VILLAGE OF BENSENVILLE to comply and shall comply and conform with applicable privacy laws, as amended from time to time.

8.00 TERM

- **8.01** The term of this Agreement is for a period of 36 months from the date first written above ("Initial Period"). However, this Agreement shall continue, under the same terms and conditions, for additional periods of 12 months ("Extension Period(s)") unless either party gives written notice to the other, at least 60 days prior to the end of the Initial Period or any Extension Period, that the party is terminating this Agreement at the end of the Initial Period or the then current Extension Period.
- **8.02** Notwithstanding a notice of termination given by either party, THE VILLAGE OF BENSENVILLE's obligation to list DEBTS with MCS for collection shall continue until the termination of this Agreement.
- **8.03** In the event of termination of this Agreement by either party, MCS shall retain its exclusive right to collect any DEBTS placed prior to the end of this Agreement, until such time as it elects to return any such DEBTS to THE VILLAGE OF BENSENVILLE, as provided under the terms of this Agreement; and the terms of this Agreement shall remain in full force and effect with respect to collection by MCS of these retained DEBTS.
- **8.04** At least once per year, MCS will return to THE VILLAGE OF BENSENVILLE such DEBTS which it determines, in its sole judgment and discretion, to be uncollectible.

9.00 NOTICES

9.01 Any notices to be given pursuant to this Agreement shall be deemed as served when placed in the United States Mail, with postage prepaid, sent by certified mail, return receipt requested; to the address designated, in writing, by either party. Until such time as a different address is designated, notices shall be sent as follows:

If to MCS:

Municipal Collection Services, LLC. Attn: Desiri Budzinski 7330 College Drive, Suite 204 Palos Heights, Illinois 60463

If to THE VILLAGE OF BENSENVILLE:

The Village of Bensenville 12 S Center Street Bensenville, IL 60106

10.00 ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto and supersedes any prior agreements or understandings between the parties. This Agreement may only be altered or modified by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the date first above written.

Village of Bensenville
Ву:
President (PRINT)
President (SIGNATURE)
Attested:
Secretary (PRINT)
Secretary (SIGNATURE)
Date:, 20

MUNICIPAL COLLECTION SERVICES, LLC. An Illinois Limited Liability Company
Ву:
Chief Strategy Officer (PRINT)
Chief Strategy Officer (SIGNATURE)
Attested:
Secretary (PRINT)
Secretary (SIGNATURE)
Date: , 20

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:		
Resolution	<u>Lisa Banovetz</u>	<u>Finance</u>	April 29, 2025		
DESCRIPTION:					
Resolution Authorizing t	he Execution of an Amendment to	The Village's Application Servi	<u>ice Provider</u>		
	Agreement with Tyler Technologies, to Extend the Munis Software System Through April 30, 2026 in an				
Amount Not To Exceed	<u>\$142,000.</u>				
011000	TO THE FOLLOWING A		0044.0		
SUPPOR	<u>TS THE FOLLOWING AF</u>	PPLICABLE VILLAGE	<u> 30ALS:</u>		
X Financially Sou	nd Village	 Enrich the lives of Res	idents		
	er Oriented Services	Major Business/Corpo			
Safe and Beaut		Vibrant Major Corridor			
			-		
COMMITTEE AC	TION:	DATE	=:		
N/A		N/A			

BACKGROUND:

Tyler Technologies, Inc. is the parent company of Munis, which currently serves as the Village's Enterprise Resource Planning (ERP) software provider. Munis is used by the Village as the primary platform for managing a wide range of essential functions, including Accounting, Accounts Payable, Fixed Assets, Work Orders, Fleet and Facilities Management, Utility Billing, Accounts Receivable, Business Licenses, Permits, Code Enforcement, Vehicle Stickers, and the Citizens Self Service (Online Payments).

The proposed agreement with Tyler Technologies is set to expire on April 30, 2025. In 2025, the Village enhanced its use of Munis by incorporating Cash Management for streamlined bank reconciliations and by adding a PACE coach. The PACE coach will ensure the Village is optimizing the full range of Tyler's software capabilities.

KEY ISSUES:

The Munis software program is used across all Village departments. The Finance Department, the Public Works Department, and the Community and Economic Development Departments are the primary and most frequent users of the system.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

Approval of a Resolution authorizing the execution of an amendment to the Village's application service provider agreement with Tyler Technologies, to extend the Munis software system through April 30, 2026 in an amount not to exceed \$142,000.

BUDGET IMPACT:

The Village has allocated \$137,455 for its Tyler Technology subscription for Calendar Year 2025. The total budget for subscription maintenance agreements in 2025 is \$182,995. The Village anticipates that this overall budget will sufficiently accommodate the increase in Tyler add-ons for the upcoming year.

ACTION REQUIRED:

Approval of a Resolution authorizing the execution of an amendment to the Village's application service provider agreement with Tyler Technologies, to extend the Munis software system through April 30, 2026 in an amount not to exceed \$142,000.

ATTACHMENTS:

Description	<u>Upload</u> <u>Date</u>	<u>Type</u>
RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE VILLAGE'S APPLICATION SERVICE PROVIDER AGREEMENT WITH TYLER TECHNOLOGIES, TO EXTEND THE MUNIS SOFTWARE SYSTEM THROUGH APRIL 30, 2026 IN AN AMOUNT NOT TO EXCEED \$142,000	4/11/2025	Cover Memo
Tyler Technologies 2025 invoice	4/7/2025	Cover Memo
Quote for Tyler Technologies PACE coach	4/7/2025	Cover Memo
Tyler Technologies 2025 Cash Management quote	4/7/2025	Cover Memo

RESOLUTION NO

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE VILLAGE'S APPLICATION SERVICE PROVIDER AGREEMENT WITH TYLER TECHNOLOGIES, TO EXTEND THE MUNIS SOFTWARE SYSTEM THROUGH APRIL 30, 2026 IN AN AMOUNT NOT TO EXCEED \$142,000

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

That the Village Manager is authorized to execute the attached Amendment to Application Service Provider Agreement with Tyler Technologies, Inc., for a one year term beginning on May 1, 2025 and expiring on April 30, 2026 for application services to be provided to the Village of Bensenville as more fully specified the Sales Quotation attached hereto.

PASSED AND APPROVED by the F	President and Board of Trustees of the Village of
Bensenville, Illinois thisday of April, 202	25.
	APPROVED:
	Frank DeSimone, Village President
ATTEST:	
Nancy Quinn, Village Clerk	
Ayes:	
Nays:	
Absent:	



Cust No.-BillTo-ShipTo

Remittance:

Tyler Technologies, Inc (FEIN 75-2303920) P.O. Box 203556 Dallas, TX 75320-3556

Invoice

Invoice No 045-510098

Terms

04/01/2025

Page 1 of 2

Questions: Tyler Technologies- ERP & Schools Phone: 1-800-772-2260 Press 2, then 1

PO Number

Email: ar@tylertech.com



Due Date

Bill Ta VILLAGE OF BENSENVILLE ATTN: ACCOUNTS PAYABLE 12 SOUTH CENTER STREET BENSENVILLE, IL 60106

Ord No

Ship Ta VILLAGE OF BENSENVILLE ATTN: ACCOUNTS PAYABLE 12 SOUTH CENTER STREET BENSENVILLE, IL 60106

Currency

2728 - MAIN -	MAIN 224167	USD	NET45	05/16/2025
Contract Date	Description	Units	Rate	Extended Price
Contract No.: BENSE	•			
31/May/2017	Project & Grant Accounting - Subscription	1	5,617.72	5,617.72
	Cycle: Start: 01/May/2025, End: 30/Apr/2026			
11/May/2017	Accounting - Subscription	1	26,857.80	26,857.80
	Cycle: Start: 01/May/2025, End: 30/Apr/2026			
11/May/2017	Requisitions - Subscription	1	5,209.13	5,209.13
	Cycle: Start: 01/May/2025, End: 30/Apr/2026			
11/May/2017	Work Orders, Fleet & Facilities Management - Subscrip	otion 1	10,454.97	10,454.97
	Cycle: Start: 01/May/2025, End: 30/Apr/2026			
31/May/2017	Accounts Receivable - Subscription	1	6,434.89	6,434.89
	Cycle: Start: 01/May/2025, End: 30/Apr/2026	7		
31/May/2017	Central Property File - Subscription	<u></u>	0.00	0.00
	Cycle: Start: 01/May/2025, End: 30/Apr/2026			
31/May/2017	Purchase Orders - Subscription	1 David	7,457.00	7,457.00
	Cycle: Start: 01/May/2025, End: 30/Apr/2026			
31/May/2017	Permits & Code Enforcement - Subscription	į1	16,445.85	16,445.85
	Cycle: Start: 01/May/2025, End: 30/Apr/2026			
1/May/2017	Utility Billing Meter Interface - Subscription	1	2,860.08	2,860.08
	Cycle: Start: 01/May/2025, End: 30/Apr/2026			
31/May/2017	Citizen Self Service (Tyler Hosted)	1	4,206.02	4,206.02
	Cycle: Start: 01/May/2025, End: 30/Apr/2026			
1/May/2017	Business Objects Bundled - Subscription	1	6,639.82	6,639.82
	Cycle: Start: 01/May/2025, End: 30/Apr/2026			
31/May/2017	Enterprise ERP Office - Subscription	1	4,085.85	4,085.85
	Cycle: Start: 01/May/2025, End: 30/Apr/2026			
31/May/2017	Role Tailored Dashboard - Subscription	1	0.00	0.00
	Cycle: Start: 01/May/2025, End: 30/Apr/2026			
31/May/2017	Tyler Forms Processing - Subscription	1	5,407.74	5,407.74
-	Cycle: Start: 01/May/2025, End: 30/Apr/2026			
11/May/2017	Tyler GoDocs - Subscription	1	2,103.64	2,103.64
•	Cycle: Start: 01/May/2025, End: 30/Apr/2026			
31/May/2017	General Billing - Subscription	1	3,779.73	3,779.73
,	Cycle: Start: 01/May/2025, End: 30/Apr/2026			
31/May/2017	Utility Billing CIS - Subscription	1	14,913.97	14,913.97
	Cycle: Start: 01/May/2025, End: 30/Apr/2026			
31/May/2017	Content Manager Limited Edition - Subscription	1	6,324.84	6,324.84
	Cycle: Start: 01/May/2025, End: 30/Apr/2026	·		



Remittance:

Tyler Technologies, Inc (FEIN 75-2303920) P.O. Box 203556 technologies Dallas, TX 75320-3556

Invoice

Invoice No 045-510098

04/01/2025

Page 2 of 2

Questions: Tyler Technologies - ERP & Schools Phone: 1-800-772-2260 Press 2, then 1

Email: ar@tylertech.com

Bill Ta VILLAGE OF BENSENVILLE ATTN: ACCOUNTS PAYABLE 12 SOUTH CENTER STREET BENSENVILLE, IL 60106

Ship Ta VILLAGE OF BENSENVILLE ATTN: ACCOUNTS PAYABLE 12 SOUTH CENTER STREET BENSENVILLE, IL 60106

Cust NoBillTo 2728 - MAIN -		Ord No 224167	PO Number	Currency USD	<i>Terms</i> NET45	Due Date 05/16/2025
Contract Date	Descri	ption		Units	Rate	Extended Price

**ATTENTION"*

Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal

128,799.05

Sales Tax

\$0.00

Invoice Total

128,799.05



Quoted By: Joe Parent
Quote Expiration: 07/31/25
Quote Name: Village of Bensenville PACE 06
Quote Description: PACE 06

Sales Quotation For:

Shipping Address:

Village of Bensenville 12 S Center St Bensenville IL 60106-2130

Tyler Annual Services

Description		QTY	Imp. Hours	Annual Fee
Recurring Services				
PACE 6		1	0	\$ 5,700.00
	TOTAL:		0	\$ 5,700.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Investment Assessment - PACE	24	\$ 175.00	\$ 4,200.00	\$ 0.00	\$ 0.00
	TOTAL			\$ 0.00	\$ 0.00

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Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 0.00	\$ 5,700.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 0.00	\$ 5,700.00
Contract Total	\$ 5,700.00	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:	Date	<u> </u>
Print Name:	P.O.	t

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;

- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available
 for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting,
 and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually
 thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.
 Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

PACE Services: Includes the listed number of PACE days and 3 passes to Tyler Connect annually, along with one Investment assessment for every three years of PACE services purchased. PACE Flex provides the client with an option to consume PACE days either remotely or in-person at no additional cost. On-site PACE sessions must be scheduled in 3-day increments, and the client will be responsible for all travel costs incurred. For clients not yet live on Enterprise ERP, the first annual term for PACE commences on the 1st day of the month in which Phase 1 project activities are scheduled to be completed. All project-based post-live work will be provided by the Phase 1 project teams, as stated in the project plan. The PACE Project Manager will engage with the client toward the end of Phase 1 to establish continuity. For clients live on Enterprise ERP, the first annual term for PACE commences on the 1st day of the month following the date of the client's signature on the applicable sales quotation, amendment, or purchase order. The PACE annual term runs for 12 full calendar months. Upon expiration of the first annual term, the term will renew automatically for an additional one (1) year term at the current rate plus the client's contracted annual maintenance increase percentage unless terminated in writing by either party at least thirty (30) days prior to the end of the term. PACE days may only be utilized on live modules. Tyler Connect passes for the current year are available to clients with a cycle start date on or before March 1. Clients with a cycle start date of April 1 or later will be eligible for Tyler Connect passes the following year. PACE Days, Investment Assessments, and Tyler Connect passes expire at the conclusion of the term. No credit will be granted for unused days, assessments, or passes.

Does not include Tyler Connect Conference passes. Connect passes can be purchased separately.



Quoted By:Joe ParentQuote Expiration:06/30/25Quote Name:Village of Bensenville EERP

Cash Management
Quote Description:

Bank Reconciliation

Saas Term 1.00

Sales Quotation For: Shipping Address:

Village of Bensenville 12 S Center St Bensenville IL 60106-2130

Tyler SaaS and Related Services

Description		Qty	Imp. Hours	Annual Fee
Financial Management				
Cash Management		1	24	\$ 2,603.00
	TOTAL		24	\$ 2,603.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	4	\$ 155.00	\$ 0.00	\$ 620.00	\$ 0.00
Remote Implementation	24	\$ 155.00	\$ 0.00	\$ 3,720.00	\$ 0.00
	TOTAL			\$ 4,340.00	\$ 0.00

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Total Tyler License Fees	\$ 0.00	\$ 0.00			
Total SaaS	\$ 0.00	\$ 2,603.00			
Total Tyler Services	\$ 4,340.00	\$ 0.00			
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00			
Summary Total	\$ 4,340.00	\$ 2,603.00			
Contract Total	\$ 6,943.00				
Client's purchase of the items listed above is subject to the Comments below Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.					
Customer Approval:	Date:				

One Time Fees

P.O.#:

Recurring Fees

All Primary values quoted in US Dollars

Comments

Print Name:

Summary

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

• License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;

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- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.
 Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

TYPE: Resolution	SUBMITTED BY: <u>Daniel Schulze</u>	DEPARTMENT: Administration	DATE: 4/29/2025
	TION: proving a Service Agreement with Co ommonwealth Edison Accounts	onstellation Energy Services, Ir	nc. for the Village of
<u>s</u>	UPPORTS THE FOLLOWIN	<u>G APPLICABLE VILLA</u>	AGE GOALS:
Qualit	cially Sound Village y Customer Oriented Services and Beautiful Village	Enrich the lives Major Business Vibrant Major C	Corporate Center
COMMITT N/A	EE ACTION:		DATE: N/A
Services, Inc. rate from Con	the Village wide Electricity Supply Agre it was determined the the Village coul stellation Energy Services, Inc. ES: g and buying electricity from Constellat	d obtain a better rate by buying	g electricity at a negotiated
ALTERNA Pay a higher p	TIVES: price from an alternative supplier		
	ENDATION: Resolution to approve the Service Agre	eement with Constellation Ene	rgy Service, Inc.
BUDGET	IMPACT:		
	REQUIRED: Resolution to approve the Service Agre	eement with Constellation Ene	rgy Service, Inc.
TTACHMENT	<u>'S:</u>		
Description Resolution		<u>Upload Date</u> 4/24/2025	Type Cover Memo
		= = = = =	

4/24/2025

Cover Memo

Village of Bensenville Contract

RESOLUTION NO.	

A RESOLUTION AUTHORIZING AND GRANTING AUTHORITY TO THE VILLAGE MANAGER TO EXECUTE A AGREEMENT WITH CONSTELLATION ENEGERY FOR THE VILLAGE OF BENSENVILLE

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, Daniel Schulze is a Board of Trustees appointed Interim Village Manager with the authority to conduct business on behalf od the Village.

WHEREAS, the Village uses electricity at various facilities like Wastewater Treatment Plan, Edge Ice Arenas and many other Village owned/operated facilities.

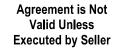
NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counites, Illinois as follows:

SECTION 1: The Village hereby authorizes Daniel Schulze, the interim Village Manager to enter into a Contract with Constellation Energy and execute the contract to save energy related expenses for the Village.

SECTION 2: The contract shall have a rate lower than the current contracted rate and the company providing electricity should a Qualified energy company serving the State of Illinois geographically territory.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 29th day of April 2025.

	APPROVED:
	Frank DeSimone, Village President
ATTEST:	, 5
Nancy Oving Village Clark	
Nancy Quinn, Village Clerk AYES:	
NAYS:	
ABSENT:	





Constellation NewEnergy, Inc. Electricity Supply Agreement – Fixed Price Solutions

VILLAGE OF BENSENVILLE ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Capacity CIL Costs. In consideration of our conditional waiver of our right to invoice the Account(s) below for change in Law costs resulting from FERC-approved reforms to the PJM capacity market pursuant to FERC Dockets ER24-99, ER24-2197 and EL24-116 ("Capacity CIL Costs") under the existing electricity supply agreement(s) 461470.41140 ("Prior Agreement(s)"), the parties agree to the following:

- 1. We will not charge Capacity CIL Costs as a line item on future invoices under the Prior Agreement, provided this Agreement is not terminated (in whole or in part) before the End Date(s) specified in the Account Schedule below. If this Agreement is executed after June 1, 2025, you will be liable for any Capacity CIL Costs incurred prior to the execution of this Agreement.
- 2. If this Agreement or the Prior Agreement is terminated in whole or in part before the End Date for any reason, you agree to be responsible for the Capacity CIL Costs in addition to any early termination payment due under this Agreement or the Prior Agreement.
- 3. Except as explicitly modified by this paragraph, you remain responsible for any other changes in Law arising during the term of this Agreement or the Prior Agreement.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Auction Revenue Rights Credits	Fixed
Capacity Costs	Subject to Auction Adjustment
NITS Costs	Price Adjustment
Transmission Enhancement Costs	Price Adjustment
Transmission Loss Credits	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Fixed
Balancing Congestion Costs	Fixed

FOR INTERNAL USE ONLY

	Transmission Reallocation Costs Fi	ixed
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The contract prices contained in the Account Schedule include credit costs and margin. Any applicable RMR Costs will be passed through to you. Stating "NITS Costs" or "Transmission Enhancement Costs" as "Price Adjustment" means that we have included each of these costs in your contract price at current prices and quantities but that we will pass through any future incremental changes in your NITS Costs and/or Transmission Enhancement Costs, upward or downward based on changes in prices.

If "Subject to Auction Adjustment" is selected for Capacity, then Capacity Costs are fixed in the contract price, provided however, beyond the 2025/2026 Delivery Year (as defined by the applicable ISO):

- (a) The Capacity Costs have been set based on the baseline Capacity rate ("Baseline Rate") indicated in the Account Schedule; and
- (b) There will be an adjustment on Customer's invoice based on the difference between the applicable final clearing price for capacity for the applicable Delivery Year and the Baseline Rate.

Renewable Portfolio Standards Costs ("RPS Costs"). Pursuant to the Future Energy Jobs Bill (Illinois Public Act 099-0906) charges for RPS Costs are now collected as UDC Delivery Charges ("RPS UDC Charges"). If during the term of this Agreement, some or all of the RPS UDC Charges are no longer invoiced as UDC Delivery Charges, Seller will pass those charges through to Customer.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the ISO-published Day Ahead Locational Based Marginal Price for the applicable residual zone ("LMP") + \$.009870/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). If you have elected to receive a single bill from us for one or more of the Account(s) served hereunder, we will invoice you for all UDC Charges and related Taxes for those Account(s) ("Seller Consolidated Billing"). If you have elected to receive a single bill from the UDC for one or more of the Account(s) served hereunder, the UDC will invoice you for all of our charges and all UDC Charges and related Taxes for those Account(s) ("UDC Consolidated Billing"). Otherwise, we will invoice you for all our charges and the UDC will invoice you for all UDC Charges and related Taxes for those Account(s) which we refer to as "Dual Billing." Initially all your Account(s) will be billed as follows, which may change based on your Account(s) eligibility: Seller Consolidated Billing. All amounts charged are due in full within sixty (60) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less; and we may withhold any payments due to the UDC until we receive such payments. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date suc

Certain Warranties. You warrant and represent that for Account(s) located in the State of Illinois, your aggregate consumption and usage during any 12 month period is greater than 15,000 kilowatt-hours and that the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com.

Authorization. You authorize the UDC to provide us with your historical and future energy billing and usage data (which includes your electricity usage levels for distinct time periods as short as 30 minutes, to the extent that this information has been recorded and retained by the UDC). This authorization is for purposes of the development and provision of current and future products or services in connection with the services contemplated in this Agreement, and will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6-ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Commonwealth Edison	COMED	1-800-334-7661

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.	Customer: Village of Bensenville
Signature:	Signature:
Printed Name: Title:	Printed Name: Dan Schulze Title: Date:
Address: 1001 Louisiana St. Constellation Suite 2300 Houston, TX 77002 Attn: Contracts Administration	Address: 717 E Jefferson St Bensenville, IL 60106-3160
Fax: 888-829-8738 Phone: 844-636-3749	Fax: Phone: 630-766-8200 Email: DSchulze@bensenville.il.us

General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights Credits" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by us as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

"Balancing Congestion Costs" means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule.

"FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the "Line Loss Usage"). If Line Loss Costs are "Fixed," the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are "Fixed (Charged Separately)", the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

"NITS Costs" means the cost for Network Integration Transmission Service provided by the ISO as identified in the applicable OATT Tariff for the provision of transmission service within the UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

"Non Time Of Use" or "NTOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law.

"RMR Costs" or "Reliability-Must-Run Costs" means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Enhancement Costs" means the Transmission Enhancement charges or credits, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"Transmission Reallocation Costs" means a charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the settlement agreement approved by FERC as of May 31, 2018 in Docket Number EL05-121-009 for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended). Any modifications or conditions to the treatment of the Transmission Reallocation Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 below.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

- **3. Default under this Agreement.** You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.
- **4.** Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:
- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

- **5. Changes in law.** We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.
- **6. Events beyond either of our reasonable control**. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation

- is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was <u>not</u> prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.
- **7. UDC or ISO obligations.** We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.
- 8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
- 9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE. THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.
- **10. Relationship of Parties; Representations and Warranties.** We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will <u>not rely</u> on us in

service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be

evaluating the advantages or disadvantages of any specific product or introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended, Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

ACCOUNT SCHEDULE:

For: Village of Bensenville

The Pricing set forth below is only valid until 5:30 PM Central Prevailing Time on April 24, 2025

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.

Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 35

Zone in which the Account is Located	Baseline Rate in \$/MW - day
COMED	\$174 <u>.</u> 96

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
COMED	0262572703	649 S COUNTY LINE RD, BENSENVILLE, IL 60106	12/01/26	12/02/29	\$0.06997
COMED	0381375110	735 E Jefferson St, Bensenville, I L 601063160	11/30/26	12/01/29	\$0.06997
COMED	0423843439	596 DIANA CT, VILLAGE, BENSENVILLE, IL 60106	11/30/26	12/01/29	\$0.06997
COMED	1610885784	833 E GRAND AVE, BENSENVILLE, IL 60106	11/30/26	12/01/29	\$0.06997
COMED	2201043665	WS John 2 S Jefferson, Bensenville, IL 60106	11/30/26	12/01/29	\$0.06997
COMED	2874795673	409 S Park St, Bensenville, IL 601063118	11/30/26	12/01/29	\$0.06997
COMED	3192731048	981 S JOHN ST, BENSENVILLE, IL 601063259	11/30/26	12/01/29	\$0.06997
COMED	3613742578	247 W FOSTER AVE, BENSENVILLE, IL 601061631	11/30/26	12/01/29	\$0.06997
COMED	3634466915	545 John St, Bensenville, I L 601063295	11/30/26	12/01/29	\$0.06997
COMED	4241763153	CONTROLLER 857 W WOOD ST, BENSENVILLE, IL 60106	11/30/26	12/01/29	\$0.06997
COMED	4395564058	9 S CENTER ST, BENSENVILLE, IL 601062129	11/30/26	12/01/29	\$0.06997
COMED	4422350747	230 W Belmont, Bensenville, I L 60106	11/30/26	12/01/29	\$0.06997
COMED	5027261457	0S JEFFERSON, 5W JOHN ST- CONT, BENSENVILLE, IL 60106	11/30/26	12/01/29	\$0.06997
COMED	5341568632	228 N Irving Park Rd, Bensenville, IL 60106	11/30/26	12/01/29	\$0.06997
COMED	5367329949	629 George St, Bensenville, I L 601063290	11/30/26	12/01/29	\$0.06997

COMED	5381264408	111 W WOOD ST, BENSENVILLE, IL 60106	11/30/26	12/01/29	\$0.06997
COMED	5436924026	CONTROLLER 201 N CHURCH RD, BENSENVILLE, IL 601064310	11/30/26	12/01/29	\$0.06997
COMED	5530673839	760 E GREEN ST, BENSENVILLE, IL 601062550	12/01/26	12/02/29	\$0.06997
COMED	5705942100	13 S CENTER ST, BENSENVILLE, IL 601062129	11/30/26	12/01/29	\$0.06997
COMED	5864064739	610 S Park St, Bensenville, IL 60106	11/30/26	12/01/29	\$0.06997
COMED	6026258991	MAIN STPOLE 445133L4 0 YORK RD, BENSENVILLE, IL 60106	11/30/26	12/01/29	\$0.06997
COMED	6204862550	15 S CENTER ST, BENSENVILLE, IL 601062129	11/30/26	12/01/29	\$0.06997
COMED	6210671231	213 N IRVING PARK RD UNIT LIFT, BENSENVILLE, IL 60106	11/30/26	12/01/29	\$0.06997
COMED	6916601381	1047 W WAVELAND, BENSENVILLE, IL 60106	12/01/26	12/02/29	\$0.06997
COMED	7303741546	975 Supreme Dr, Bensenville, IL 601061121	11/30/26	12/01/29	\$0.06997
COMED	7484649457	1531 MARK ST, BENSENVILLE, IL 60106	12/30/26	12/30/29	\$0.06997
COMED	7544756566	482 PODLIN DR, BENSENVILLE, IL 60106	12/01/26	12/02/29	\$0.06997
COMED	7623732778	711 E Jefferson St, Bensenville, IL 601063160	11/30/26	12/01/29	\$0.06997
COMED	7820510257	313 N SPRUCE AVE, BENSENVILLE, IL 60106	12/30/26	12/30/29	\$0.06997
COMED	7982192797	LITE 419 WOOD AVE, BENSENVILLE, IL 601062435	11/30/26	12/01/29	\$0.06997
COMED	8052005336	BandShell, Bensenville, IL 60106	11/30/26	12/01/29	\$0.06997
COMED	9215709018	700 Foster Ave, Bensenville, IL 601061509	11/30/26	12/01/29	\$0.06997
COMED	9237893811	845 THOMAS DR, BENSENVILLE, IL 601061626	11/30/26	12/01/29	\$0.06997
COMED	9395015494	130 N Church, Bensenville, IL 601062010	11/30/26	12/01/29	\$0.06997
COMED	9766891421	1140 S York RD, Bensenville, I L 60106	12/01/26	12/02/29	\$0.06997

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

<u>Payments to Certain Third-Parties</u>: You acknowledge that your price includes a fee that Constellation will remit to Christopher B. Burke Engineering, Ltd. ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

<u>Payments to Certain Third Parties:</u> Customer acknowledges and understands that Seller is paying a fee to a third party in connection with this transaction. The third party is an exclusive representative of Seller in this transaction.

TYPE:SUBMITTED BY:DEPARTMENT:DATE:ResolutionCorey WilliamsenVillage Clerk's OfficeApril 29, 2025

DESCRIPTION:

Resolution Granting the Advice and Consent to the President's Re-Appointment of P. Joseph Montana as the Village Ethics Officer

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

COMMITTEE ACTION:	DATE:
N/A	N/A

BACKGROUND:

Bensenville Village Code Title 1, Chapter 18 allows for the appointment of a Village Ethics Officer made by the Village President with the Consent of the Village Board.

KEY ISSUES:

P. Joseph Montana is the current Village Ethics Officer and his term is set to expire on April 30, 2025. The Village President is recommending the re-appointment of Mr. Montana to serve as the Village Ethics Officer with a term of May 1, 2025- April 30, 2029.

ALTERNATIVES:

Discretion of the Village Board.

RECOMMENDATION:

The Village President recommends approval of the proposed Resolution.

BUDGET IMPACT:

None.

ACTION REQUIRED:

Approval of the proposed Resolution.

ATTACHMENTS:

DescriptionUpload DateTypeRes Joseph Montana Ethics Re-Appointment3/21/2025Cover Memo

A RESOLUTION GRANTING THE ADVICE AND CONSENT TO THE PRESIDENTS RE-APPOINTMENT OF P. JOSEPH MONTANA AS THE VILLAGE'S ETHICS OFFICER

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

WHEREAS, the President has recommended re-appointment of P. Joseph Montana serve as the Village's Ethics Officer; and

WHEREAS, the person so appointed is qualified to hold such a position; and

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.** The recitals set forth above are hereby incorporated herein by reference and made part hereof.
- **SECTION 2.** P. Joseph Montana hereby re-appointed to as Ethics Officer of the Village of Bensenville with a term of office commencing on May 1, 2025, and ending on April 30, 2029.
- **SECTION 3.** The Village Clerk is directed to properly designate the Resolution in the offices of the Village and to maintain a list of all appointments to Village Boards and Commissions.
- **SECTION 4.** The Resolution shall be effective immediately upon its passage and approval, as provided for by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 29th day of April 2025.

ATTEST:	
Nancy Quinn, Village Clerk	
Ayes:	
Nays:	
Absent:	

TYPE:SUBMITTED BY:DEPARTMENT:DATE:ResolutionCorey WilliamsenVillage Clerk's OfficeApril 29, 2025

DESCRIPTION:

Resolution Granting the Advice and Consent of the Village Board of Trustees to the Village President's Re-Appointment of Joseph Caracci to the Office of Village Engineer

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

COMMITTEE ACTION:	DATE:
N/A	N/A

BACKGROUND:

Village of Bensenville Village Code Title 1, Chapter 15 sets the requirements for a Village Engineer. The Village Engineer position is appointed by the Village President with the Consent of the Village Board.

KEY ISSUES:

Joseph Caracci, Director of Public Works is currently serving a term as Village Engineering. Mr. Caracci's term is set to expire on April 30, 2025.

The Village President has recommended the re-appointment of Mr. Caracci as Village Engineer with a term commencing on May 1, 2025 and expiring April 30, 2029.

ALTERNATIVES:

Discretion of the Village Board.

RECOMMENDATION:

The Village President recommends the re-appointment of Mr. Caracci as Village Engineer.

BUDGET IMPACT:

None

ACTION REQUIRED:

Approval of the proposed Resolution from the Village Board.

ATTACHMENTS:

DescriptionUpload DateTypeRes Joe Caracci Engineer Re-Appointment3/21/2025Cover Memo

A RESOLUTION GRANTING THE ADVICE AND CONSENT OF THE VILLAGE BOARD OF TRUSTEES TO THE VILLAGE PRESIDENT'S RE-APPOINTMENT OF JOSEPH CARACCI TO THE OFFICE OF VILLAGE ENGINEER

WHEREAS, The Village of Bensenville (hereinafter referred to as "Village") is a boy politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq*,: and

WHEREAS, the Village, pursuant to the Illinois Municipal Code, 65 ILCS 5/3.1-30-5, and the Village Code, Title 1, Chapter 15, is authorized to create an Office of Village Engineer; and

WHEREAS, the Village has established the Office of Village Engineer; and

WHEREAS, in creating the Office of Village Engineer, the Village President, with the advise and consent of the Board of Trustees of the Village of Bensenville, has authority to appoint the Village Engineer; and

WHEREAS, the Village President seeks to re-appoint Joseph Caracci as Village Engineer; and

WHEREAS, the Village President recommends the appointment of Joseph Caracci as Village Engineer for a term commencing on May 1, 2025 and expiring April 30, 2029.

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

SECTION ONE: That the recitals set fourth are herby incorporated herein by reference and made part hereof.

SECTION TWO: That the Board of Trustees for the Village of Bensenville gives its advice and consent to the Village President's re-appointment of Joseph Caracci as Village Engineer.

SECTION THREE: That Joseph Caracci is re-appointed as the Village Engineer and his appointment shall commence May 1, 2025 and expire April 30, 2029.

SECTION FOUR: That the Village Clerk is directed to maintain this Resolution in the Office of the Village Clerk and to maintain an up to date list of all appointments to Village Board and Commissions in said Office.

SECTION FIVE: That the Resolution shall be effective immediately upon its passage and approval, as provided for by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois on the 29th day of April 2025.

	APPORVED:
	Frank DeSimone, Village President
ATTEST:	
Nancy Quinn, Village Clerk	
AYES:	
NAYS:	
ABSENT:	

TYPE:SUBMITTED BY:DEPARTMENT:DATE:ResolutionCorey WilliamsenVillage Clerk's OfficeApril 29, 2025

DESCRIPTION:

Resolution Granting the Advice and Consent of the Village Board of Trustees to the Village President's Re-Appointment of Lisa Banovetz as Village Treasurer

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

COMMITTEE ACTION: DATE: N/A

BACKGROUND:

Village of Bensenville Village Code Title 1, Chapter 11 sets the requirements for the appointment of Village Treasurer. The position is appointed by the Village President with the Consent of the Village Board.

KEY ISSUES:

Mrs. Banovetz currently serves as the Village Treasurer and her term is set to ex[ire April 30, 2025

The Village President has recommended the re-appointment of Lisa Banovetz as a Village Treasurer with a term commencing on May 1, 2025 and expiring April 30, 2029.

ALTERNATIVES:

Discretion of the Village Board.

RECOMMENDATION:

The Village President recommends the re-appointment of Lisa Banovetz as Village Treasurer.

BUDGET IMPACT:

None

ACTION REQUIRED:

Approval of the proposed Resolution from the Village Board.

ATTACHMENTS:

<u>Upload Date</u> <u>Type</u>

Res Lisa Banovetz Treasurer Re-Appointment 3/21/2025 Cover Memo

RESOLUTION NO.	

A RESOLUTION GRANTING THE ADVICE AND CONSENT OF THE VILLAGE BOARD OF TRUSTEES TO THE VILLAGE PRESIDENT'S RE-APPOINTMENT OF LISA BANOVETZ TO THE OFFICE OF VILLAGE TREASURER

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

WHEREAS, the Village, pursuant to the Illinois Municipal Code, 65 ILCS 5/3.1-30-5, and the Village Code, Title 1, Chapter 11, is authorized to create an Office of Village Treasurer; and

WHEREAS, the Village has established the Office of Village Treasure; and

WHEREAS, in creating the Office of Village Treasure, the Village President, with the advice and consent of the Board of Trustees of the Village of Bensenville, has authority to appoint the Village Treasurer; and

WHEREAS, the Village President seeks to re-appoint Lisa Banovetz as Village Treasurer; and

WHEREAS, the Village President recommends the re-appointment of Lisa Banovetz as Village treasurer for a term commencing on May 1, 2025 and expiring April 30, 2029.

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

SECTION ONE: That the recitals set fourth are herby incorporated herein by reference and made part hereof.

SECTION TWO: That the Board of Trustees for the Village of Bensenville gives its advice and consent to the Village President's re-appointment of Lisa Banovetz as Village Treasurer.

SECTION THREE: That Lisa Banovetz is appointed as the Village Treasurer and her appointment shall commence May 1, 2025 and expire April 30, 2029.

SECTION FOUR: That the Village Clerk is directed to maintain this Resolution in the Office of the Village Clerk and to maintain an up to date list of all appointments to Village Board and Commissions in said Office.

SECTION FIVE: That the Resolution shall be effective immediately upon its passage and approval, as provided for by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois on the 29th day of April, 2025.

	APPORVED:
	Frank DeSimone, Village President
ATTEST:	
Nancy Quinn, Village Clerk	
AYES:	
NAYS:	
ABSENT:	

TYPE: Resolution	SUBMITTED BY: Corey Williamsen	DEPARTMENT: Village Clerk's Office	DAT E: April 29, 2025
DESCRIPTION: Resolution Granting the Police Pension Board	Advise and Consent to the Villa	age President's Re-Appointment	of Jim Brill to the
SUPPOR	RTS THE FOLLOWING	APPLICABLE VILLAGE	GOALS:
X Financially Sou	ind Village er Oriented Services	X Enrich the lives of Re Major Business/Corp Vibrant Major Corrido	sidents orate Center
COMMITTEE AC	TION:	DAT	E:
BACKGROUND: The Village Code perm Village with the consent		e appointments to various Comn	nissions/Boards for the
KEY ISSUES: Mr. Brill currently serves	as a Trustee on the Police Per	nsion Board with a term set to exp	oire April 30, 2025.
The Village President h May 1, 2025 and expirit		ntment of Mr. Brill to serve a full te	rm commencing on
ALTERNATIVES: Discretion of the Village			
RECOMMENDAT Approval of the Resolut Brill to the Police Pensi	ion Granting the Advice and Co	onsent to the Village President's F	Re-Appointment of Jim
BUDGET IMPACTOR None.	Т:		
ACTION REQUIR Approval of the Resolut Brill to the Police Pensi	ion Granting the Advice and Co	onsent to the Village President's F	Re-Appointment of Jim
TTACHMENTS: escription		<u>Upload Date</u>	Туре

<u>AT</u>

 $Res_Jim_Brill_Police_Pension_Re\text{-}Appointment$ 3/21/2025 Cover Memo

RESOLUTION NO.

A RESOLUTION GRANTING THE ADVICE AND CONSENT TO THE VILLAGE PRESIDENT'S RE-APPOINTMENT OF JIM BRILL TO THE POLICE PENSION BOARD

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

WHEREAS, Jim Brill was previously appointed as members of the Police Pension Board; and

WHEREAS, Jim Brill's term expires on April 30, 2025 leaving a vacancy on the Police Pension Board; and

WHEREAS, the President and the Village Board finds that Jim Brill is qualified to hold the position on the Police Pension Board; and

WHEREAS, the President has recommended the re-appointment of Jim Brill to be appointed to term beginning on May 1, 2025 and expire on April 30, 2027.

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.** The recitals set forth above are hereby incorporated herein by reference and made part hereof.
- **SECTION 2.** The Village Board gives its advice and consent to the Village President's re-appointment and Jim Brill is hereby re-appointed a member of the Police Pension Board to fill a term beginning on May 1, 2025, through April 30, 2027.
- **SECTION 3.** The Village Clerk shall update the list of Police Pension Members to accommodate the addition of the above-referenced appointed Members and maintain said list in the Office of the Clerk.
- **SECTION 4.** The Resolution shall be in 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 29th day of April, 2025.

	APPROVED:
ATTEST:	Frank DeSimone, Village President
Nancy Quinn, Village Clerk	_
AYES:	
NAYS:	

ABSENT:

TYPE: Resolution	SUBMITTED BY: Corey Williamsen	DEPARTMENT: Village Clerk's Office	DATE: April 29, 2025
	e Advice and Consent of the Vill Mercado to the Board of Police	lage Board of Trustees to the Ville Commission	age President's Re-
-			
<u>SUPPOF</u>	RTS THE FOLLOWING	APPLICABLE VILLAGE	GOALS:
Financially Soc	und Village ner Oriented Services	APPLICABLE VILLAGE GO Enrich the lives of Re Major Business/Corp Vibrant Major Corrido	esidents porate Center
COMMITTEE AC	TION:	DA	Г Е :
N/A		N/A	
		sets the requirements for the Boa President with the Consent of the	
KEY ISSUES: Mr. Mercado currently s April 30, 2025.	serves as a Commissioner on th	ne Board of Police Commission	with a term set to expire
		ercado be re-appointed and servi 1, 2025 and expiring April 30, 20	
ALTERNATIVES: Discretion of the Village			
RECOMMENDAT The Village President r Commission.		nt of Mr. Milton Mercado to the Bo	oard of Police
BUDGET IMPAC None	Т:		
		onsent of the Village Board of Tru	ustees to the Village

ATTACHMENTS:

<u>Upload Date</u> <u>Type</u>

Res_Milton Mercado_Board_of_Police_Commission_Re-Appointment 3/21/2025 Cover Memo

RESOLUTION NO.

A RESOLUTION GRANTING THE ADVICE AND CONSENT TO THE PRESIDENT'S RE-APPOINTMENT OF MILTON MERCADO TO THE BOARD OF POLICE COMMISSION

- **WHEREAS,** the Village of Bensenville (hereinafter referred to as the "Village") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and
- **WHEREAS,** Milton Mercado's term on the Board of Police Commission is set to expire on April 30, 2025; and
- **WHEREAS**, the President and the Village Board find that Milton Mercado is qualified to continue to hold the position on the Board of Police Commission; and
- **WHEREAS,** the President has recommended the re-appointment of Milton Mercado to be re-appointed to a term beginning on May 1, 2025 and expire on April 30, 2028.
- 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.** The recitals set forth above are hereby incorporated herein by reference and made part hereof.
- **SECTION 2.** The Village Board gives its advice and consent to the Village President's re-appointment and Milton Mercado is hereby re-appointed as a Commissioner of the Board of Police Commission to fill a term beginning on May 1, 2025 through April 30, 2028.
- **SECTION 3.** The Village Clerk shall update the list of Board of Police Commission Commissioners to accommodate the addition of the above-referenced appointed Member and maintain said list in the Office of the Clerk.
- **SECTION 4.** The Resolution shall be in 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 29th day of April, 2025.

APPROVED: Frank DeSimone, Village President ATTEST: Nancy Quinn, Village Clerk AYES: NAYS:

ABSENT:

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
<u>Ordinance</u>	K. Quinn	<u>CED</u>	<u>4.29.25</u>
SUPPOF S Financia X Quality (riations to Construct a New Ware RTS THE FOLLOWING A UPPORTS THE FOLLOWING Illy Sound Village Customer Oriented Services Beautiful Village	PPLICABLE VILLAGE	GOALS: GOALS: Residents orporate Center
COMMITTEE AC	·	DAT	
N/A		N/A	

BACKGROUND:

- 1. The Petitioner, Morgan Harbour Construction, is seeking approval of variances to construct a speculative warehouse at 1100 Tower Lane.
- 2. The proposed 66,196 square foot building encroaches into multiple setbacks and has over 175% of the required parking spaces. Variances are required for this.
- 3. Finally, they are unable to meet the parking lot hardscape tree canopy coverage requirements.
- 4. There is currently no office space proposed in the building but they anticipate up to 15% of total GFA being available for this purpose.

KEY ISSUES:

- 1. The proposed building encroaches into multiple setbacks.
- 2. A similar building was approved in 2023.
- 3. CDC had concerns over the amount of trees on the property.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

- 1. Staff recommends the Approval of the Findings of Fact and Approval of the Variation for Minimum Front Setback with the following conditions:
 - a. Must be developed in accordance with plans submitted on 2.28.25 by Morgan Harbour Construction:
- 2. Staff recommends the Approval of the Findings of Fact and the Approval of the Variation for Minimum Rear Setback with the following conditions;
 - a. Must be developed in accordance with plans submitted on 2.28.25 by Morgan Harbour Construction:
- 3. Staff recommends the Approval of the Findings of Fact and the Approval of the Variation for Maximum Number of Parking Spaces with the following conditions:
 - Applicant shall develop a shared maintenance agreement for the south access driveway and submit to the Village of Bensenville prior to final permit approval;
 - 2. Future plans must indicate that the snow storage locations are not parking;
- 4. Staff recommends the Approval of the Findings of Fact and the Approval of the Variation for Tree Canopy Coverage with the following conditions:
 - 1. Trees must be planted on landscape islands when feasible.
 - 2. A final landscaping plans shall be submitted to and approved by the Zoning Administrator prior to final permit approval;
 - 3. No parking lot perimeter landscaping shall encroach upon the sight vision triangle.

The CDC voted 6-0 to approve every variance request, with the exception of the tree canopy coverage

request. That was 5-1.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of an Ordinance Granting Variations to Construct a New Warehouse Development at 1100 Tower Lane

ATTACHMENTS:

Description	<u>Upload Date</u>	<u>Type</u>
Cover Page	4/10/2025	Cover Memo
Aerial & Zoning	4/10/2025	Backup Material
Legal Notice	4/10/2025	Backup Material
Application	4/10/2025	Backup Material
Staff Report	4/10/2025	Executive Summary
Plat of Survey & Plan	4/10/2025	Backup Material
Draft Ordinance	4/21/2025	Ordinance
Draft CDC Minutes	4/22/2025	Backup Material



Community Development Commission
Public Hearing 04.08.25

CDC Case #2025 - 09

Morgan Harbour Construction 1100 Tower Lane

Minimum Front Setback

Municipal Code Section 10-6-21-1C

Minimum Rear Setback

Municipal Code Section 10-6-21-1F

Maximum Number of Parking Spaces

Municipal Code Section 10-8-2B-6

Minimum Number of Short-Term Bicycle Parking Spaces

Municipal Code Section 10-8-5-1

Minimum Number of Long-Term Bicycle Parking Spaces

Municipal Code Section 10-8-5-1

Snow Storage

Municipal Code Section 10-8-6K

Street Tree Frequency

Municipal Code Section 10-9-4B-1

Tree Canopy Coverage

Municipal Code Section 10-9-5A

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



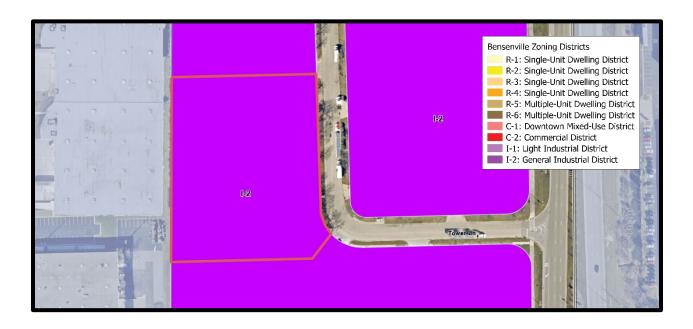




Village of Bensenville







LEGAL NOTICE/PUBLIC NOTICE NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Special Meeting of the Community Development Commission of the Village of Bensenville, DuPage and Cook Counties, will be held on Tuesday, April 8, 2025, at 6:30 P.M, at which a Public Hearing will be held to review case No. 2025 – 09 to consider a request for:

Minimum Front Setback

Municipal Code Section 10-6-21-1C

Minimum Rear Setback

Municipal Code Section 10-6-21-1F

Maximum Number of Parking Spaces Municipal Code Section 10-8-2B-6

Minimum Number of Short-Term Bicycle Parking Spaces

Municipal Code Section 10-8-5-1

Minimum Number of Long-Term Bicycle Parking Spaces

Municipal Code Section 10-8-5-1

Snow Storage

Municipal Code Section 10-8-6K

Street Tree Frequency

Municipal Code Section 10-9-4B-1

Tree Canopy Coverage

Municipal Code Section 10-9-5A

At 1100 Tower Lane is an existing I-2 General Industrial District. The Public Hearing will be held in the Village Board Room at Village Hall, 12. S. Center Street, Bensenville.

The Legal Description is as follows:

PARCEL 1:

THAT PART OF THE EAST ½ OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CROERN OF LOT 32 IN ELK GROVE INDUSTRIAL PARK UNIT 13, BEING A SUBDIVIDION IN THE SOUTH ½ OF SECTION 3, AFORESAID; THENCE NORTH 01 DEGREES 42 MINUTES 10 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 32, 563.41 FEET TO A POINT FOR A POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH 01 DEGREES 42 MINUTES 10 SECONDS ESAT ALONG SAID LAST DESCRIBED LINE, BEING IDENTICAL WITH THE EAST LINE, AND SAID LINE EXTENDED, OF LOT 14 IN ELK GROVE INDUSTRIAL PARK UNIT 3, BEING A

SUBDIVISION IN SAID SECTION 3, 395.87 FEET TO AN INTERSECTION WITH A LINE 846.0 FEET (AS MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH SAID SOUTH LINE OF MARK STREET AS DEDICATED BY THE PLAT THEREOF RECORDED NOVEMBER 16, 1973 AS DCOUMENT R73-70972; THENCE DUE EAST ALONG SAID WEST LINE OF TOWER LANE, 274.73 FEET TO A PONT OF CURVATURE; THENCE CONTINUING SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID TOWER LANE, BEING A CURVED LINE CONVEXED TO THE SOUTHWEST, HAVING A RADIUS OF 99.50 FEET AND BEING TANGENT TO SAID LAST DESCRIBED STRAIGHT LINE AT SAID LAST DESCRIBED POINT, AN ARC LENGTH OF 89.96 FEET; THENCE SOUTH 38 DEGREES 11 MINUTES 38 SECONDS WEST, 66.65 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 50 SECONDS WEST 323.67 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST ½ OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 32 IN ELK GROVE INDUSTRIAL PARK UNIT 13, BEING A SUBDIVISION IN THE SOUTH ½ OF SECTION 3, AFORESAID; THENCE NORTH 01 DEGREES 42 MINUTES 10 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, BEING INDENTICAL WITH THE EAST LINE, AND SIAD LINE EXTENDED, OF LOT 14 IN ELK GROVE INDUSTRIAL PARK UNIT 3, BEING A SUBDIVISION IN SAID SECTION 3, 396.41 FEET; THENCE SOUTH 88 DEGREES 17 MINUTES 50 SECONDS EAST, 323.67 FEET; THENCE NORTH 38 DEGREES 11 MINUTES 38 SECONDS EAST, 66.65 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF TOWER LANE AS DEDICATED BY PLAT RECORDED OCTOBER 11, 1977 AS DOCUMENT R77-92285; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID TOWER LANE, BEING A CURVED LINE CONVEXED TO THE SOUTWEST, HAVING A RADIUS OF 99.50 FEET, AN ARC LENGTH OF 43.36 FEET TO A POINT; THENCE SOUTH 38 DEGREES 11 MINUTES 38 SECONDS WEST, 79.76 FEET; THENCE SOUTH 01 DEGREES 42 MINUTES 10 SECONDS WEST, 379.60 FEET TO THE FUTURE NORTHERLY RIGHT OF WAY LINE OF THE ELGIN-O'HARE EXPRESSWAY, BEING A STRAIGHT LINE DRAWN FROM THE AFOREMENTIONED POINT OF BEGINNING TO A POINT 280.0 FEET NORMALLY DISTANT NORTHEASTERLY OF THE EXISTING NORTHERLY LINE OF S.A ROUTE 26 (THORNDALE AVENUE0 AT A POINT ON SAID EXISTING NORTHERLY LINE, 275.0 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID LINE WITH THE WEST LINE OF S.A ROUTE 83; THENCE NORTH 86 DEGREES 29 MINUTES 12 SECONDS WEST ALONG SAID FUTURE NORTHERLY RIGHT OF WAY LINE, 355.35 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE EAST ½ OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 32 IN ELK GROVE INDUSTRIAL PARK UNIT 13, BEING A SUBDIVISION IN THE SOUTH ½ OF SECTION 3, AFORESAID; THENCE NORTH 01 DEGREES 42 MINUTES 10 SECONDS

EAST ALONG THE EAST LINE OF SAID LOT 32, 167.00 FEET; THENCE SOUTH 86 DEGREES 29 MINUTES 12 SECONDS EAST ALONG THE NORHTERLY RIGHT OF WAY LINE OF THE ELGIN-O'HARE EXPRESSWAY AS DESCRIBED IN DOCUMENT R78-65382, BEING A STRIAGHT LINE DRAWN FROM SAID LAST DESCRIBED POINT TO A POINT HEREINAFTER REFERRED TO AS POINT "A" BEING 280.00 FEET, NORMALLY DISTANT, NORTHEASTERLY OF THE EXISTING LINE OF S.A. ROUTE 26 (THORNDALE AVENUE) AT A POINT ON SAID EXISTING NORTHERLY LINE, 275.00 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID LINE WITH THE WEST LINE OF STATE ROUTE NO. 83, 355.35 FEET TO A POINT OF BEGINNIN GOF THE LAND HEREIN DESCRIBED; THENCE NORTH 01 DEGREES 42 MINUTES 10 SECONDS EAST, 379.60 FEET; THENCE NORTH 38 DEGREES 11 MINUTES 38 SECONDS EAST, 79.76 FEET TO THE SOUTHERLY LINE OF TOWER LANE AS DEDICATED BY PLAT RECORDED OCTOBER 11, 1977 AS DOCUMENT R77-92285; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID TOWER LANE, BEING A CURVED LINE CONVEX TO THE SOUTH AND HAVING A RADIUS OF 99.50 FEET, AN ARC DISTANCE OF 22.97 FEET TO A POINT OF TANGENCY: THENCE SOTUH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID TOWER LANE, 305.70 FEET TO A POINT OF CURVATUREL THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID TOWER LANE, BEING A CURVED LINE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED STRIAGHT LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 79.28 FEET TO THE WEST LINE OF STATE ROUTE NO. 83, 365.00 FEET NORTHERLY OF THE INTERSECTION OF SAID LINE WITH THE EXISTING NORHTERLY LINE OF S.A ROUTE 26 (THORNDALE AVENUE); THENCE SOUTH 49 DEGREES 15 MINUTES 13 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY OF ELGIN-O'HARE EXPRESSWAY, AS DESCRIBED IN SAID DOCUMENT R78-65382, 66.38 FEET TO AN INTERSECTION WITH A LINE DRAWN FROM THE AFOREMENTIONED POINT "A" TO A POINT ON THE WEST LINE OF STATE ROUTE NO. 83, 315.00 FEET NORTHERLY OF THE INTERSECTION OF SAID WEST LINE WITH EXISTING NORHTERLY LINE OF S.A ROUTE 26 (THORNDALE AVENUE); THENCE NORTH 82 DEGREES 20 MINUTES 20 SECONDS WEST ALONG SAID LAST DESCRIBED FUTURE NORTHERLY RIGHT OF WAY LINE OF ELGIN-O'HARE EXPRESSWAY, 149.68 FEET TO THE AFOREMENTIONED POINT "A"; THENCE NORTH 86 DEGREES 29 MINUTES 12 SECONDS WEST ALONG SAID NORHTERLY RIGHT OF WAY LINE OF ELGIN-O'HARE EXPRESSWAY, 235.25 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Parcel 1 Commonly Known As: 1100-1138 Tower Lane, Bensenville, Illinois Parcel 2 Commonly Known As: 1050-1098 Tower Lane, Bensenville, Illinois Parcel 3 Commonly Known As: 1000 Tower Lane, Bensenville, Illinois

Hamilton Partners of 300 Park Boulevard, Itasca, Illinois 60143 is the owner of the subject property and Morgan Harbour Construction of 7510 S Madison Street, Willowbrook, Illinois 60527 is the applicant for the subject property.

Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Bensenville should contact

the Village Clerk, Village of Bensenville, 12 S. Center St., Bensenville, IL 60106, (630) 766-8200, at least three (3) days in advance of the meeting.

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

Office of the Village Clerk Village of Bensenville

TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT MARCH 13, 2025

For Office Use Only

Date of Submission: 2/28/25 MUNIS Account #: 1967 CDC Case #: 2025-00

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 1100 Tower Lane Bensenvil	le, IL	·
Property Index Number(s) (PIN): A. PROPERTY OWNER: Mike Wauterlek Name	03-03-400-025 Hamilton Partners Corporation (if applicable)	DEGEIVED By
300 Park Blvd.		
Street Itasca	IL	60143
City Mike Wauterlek	State 630-250-9700	Zip Code Mwauterlek@hpre.com
Contact Person	Telephone Number	Email Address
B. APPLICANT: John Fiftis Name 7510 S Madison Street Street	Check box if same as own Morgan Harbour Construction Corporation (if applicable)	resses of the beneficiaries of the Trust.
Willowbrook	1L.	60527
City John Fiflis	State 630-915-6510	Zip Code Jfiflis@morganharbour.com
Contact Person	Telephone Number	Email Address
B. ACTION REQUESTED Site Plan Review Special Use Permit Variation Administrative Adj Zoning Text or Ma Zoning Appeal Plat of Subdivision Annexation Planned Unit Devel *See Staff for additional	ustment p Amendment lopment*	SUBMITTAL REQUIREMENTS: Affidavit of Ownership** (signed/notarized) Application** Approval Standards** Plat of Survey/Legal Description Site Plan Building Plans & Elevations Engineering Plans Landscape Plan Tree Preservation and Removal Plan Application Fees Fees agreement** **Item located within this application packet.

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

	PROJECT DATA: New Warehouse General description of the site:
_	
1.	Other department of the print
2.	3 acres Acreage of the site:Building Size (if applicable):
3.	Is this property within the Village limits? (Check applicable below)
4.	List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)
The pro	posed building included on the site plan protrudes into the standard setbacks
These 1	were reviewed and approved by the Community Development Team.

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	I-2	Industrial	Bensenville
North:	I-2	Industrial	Bensenville
South:	I-2	Industrial	Bensenville
East:	I-2	Industrial	Bensenville
West:	+2 N/A	Industrial	-Bensenville

EIK Grove Villagz

D. APPROVAL STANDARDS:

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



Upon the failure of the Petitioner/Applicant to reimburse the Village in accordance with this Agreement, no further action shall be undertaken on any Petition or Application by the Village President and Board of Trustees, or by any other official or quasi-official individual or body thereunder, including the conduct of any hearings or deliberations, the granting of any relief or approvals, and the execution or recording of any documents, until all such outstanding fees are paid in full. Further, the Village may deny any application for a grading, building or other permit if such amounts have not been paid in full. Upon any failure to reimburse the Village in accordance with this Section, the Village may in its discretion, elect to place a lien against any real property associated with the Petitioner/Applicant's Petition or Application. In the event such amounts are not paid in full within sixty (60) days after the date when the statement of such amounts due is delivered or deposited in the U.S. mail by the Village, such amounts due shall be deemed delinquent and thereafter a delinquency charge of one percent (1%) per month, or portion thereof, with a minimum delinquency charge of \$5.00 per month, shall be added to the amount due until such amount, including all delinquency charges, is received by the Village. Said lien shall be in an amount equal to the outstanding amount owed to the Village.

The remedies available to the Village as set forth hereinabove are non-exclusive and nothing herein shall be deemed to limit or waive the Village's right to seek relief of such fees against any or all responsible parties in a court of competent jurisdiction.

BY SIGNING BELOW, THE PETITIONER/APPLICANT ACKNOWLEDGES THAT THEY HAVE READ THE FOREGOING PARAGRAPHS AND FULLY UNDERSTANDS AND AGREES TO COMPLY WITH THE TERMS SET FORTH HEREIN. FURTHER, BY SIGNING BELOW, THE SIGNATORY WARRANTS THAT THEY POSSESS FULL AUTHORITY TO SO SIGN.

THE PETITIONER/APPLICANT AGREES THAT THEY SHALL BE LIABLE FOR PAYMENT OF FEES REFERRED TO IN APPLICABLE SECTIONS OF THE ORDINANCES OF THE VILLAGE OF BENSENVILLE, AND AS SET FORTH HEREIN.

John Fiflis

Petitioner/Applicant 2/28/2025

Date



STATE OF	ILLINOIS))SS.
COUNTY	OF DUPAGE AND COOK)
	AFFIDAV	TT OF OWNERSHIP
-	e wortes/ek	the undersigned Affiant, being first duly sworn, on
examine	_	he representations and statements made herein, and has ds of ownership and such other information as is required to herein;
	e owner(s) and contract purchaser(the owner(s) of record and contract	(s), if any, as set forth on the Petition attached hereto
3. That all	consents to the attached Petition r	required of lenders or of others holding an interest in the
4. This Af	1 0	nduce the Village of Bensenville, without further inquiry ely on said statements and representations and to process attached hereto; and.
5. Affiant Owners statutes	is aware of and has been advised thip may subject Affiant to criminal of the State of Illinois in relation to	that any false statement set forth in this Affidavit of all sanctions for perjury, punishable as provided by the
	day of, Februar	3502, 2025
		Mike Wanterlek
		Signature
SUBSCRIB	ED and SWORN to	
before me th	is 26th day of, February	
- Dogen	leneddlen	
Notary Publi	C.	DECEIVED
	DE THE STATE OF TH	1 1 3 2 8 A.M.
		Pu



1100 Tower Lane Variance Submission Approval Standard Letter

- 1. The site plan for the proposed development is consistent with the existing character and zoning of adjacent properties and other property within the immediate vicinity of the proposed development.
 - a. The site plan is indeed consistent with the surrounding buildings character and zoning, and it coordinates well with the new industrial building to the south which was built a few years ago.
- 2. The site plan for the proposed development will not adversely impact adjacent properties and other properties within the immediate vicinity of the proposed development.
 - a. There will be no negative impacts on any surrounding property.
- 3. The site plan for the proposed development will be provided with adequate utilities, access roads, parking, loading, drainage, stormwater flow paths, exterior lighting, and/or other necessary facilities.
 - a. The engineered plans illustrate how this proposed development has adequate access to utilities, roadway corridors, etc. and is within the stormwater management requirements.
- 4. The site plan for the proposed development is designed to preserve the environmental resources of the zoning lot.
 - a. The proposed project is a redevelopment of the property, designed to fit within the available space.
- 5. The site plan shall accommodate on-site pedestrian circulation from parking areas, plazas, open space, and public rights-of-way. Pedestrian and vehicular circulation shall be separated to the greatest extent possible.
 - a. Pedestrian and vehicle circulation is served with the proposed walkways and parking lots. This use is separated from the industrial loading dock area on the south side of the building.
- 6. The site plan shall locate curb cuts for safe and efficient ingress and egress of vehicles. The use of shared curb cuts and cross-access easements shall be provided when appropriate.
 - a. A shared curb cut at the southeast corner serves the truck dock for this building and the existing building to the south. The car parking lot utilizes the existing curb cut at the northeast corner of the site.
- 7. The site plan for the proposed development includes architectural design that contributes positively to the Village's aesthetic appearance.
 - a. The proposed building blends into surrounding improvements while it portrays current architectural amenities.





- 8. The site plan for the proposed development is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.
 - a. The use of this site as an industrial facility is consistent with the surrounding development.
- 9. The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.
 - a. The requested variation will have no impact on any health, safety, comfort, convenience, or general welfare of the public.
- 10. The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.
 - a. The requested variation will have zero impact on neighbor lots and has similar character of adjacent properties.
- 11. The proposed variation alleviates an undue hardship created by the literal enforcement of this title.
 - a. Yes, this variation alleviates an undue hardship.
- 12. The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.
 - a. The proposed variation is necessary to allow for an attractive site and building well suited for multiple tenant types.
- 13. The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.
 - a. The requested variation provides the needed flexibility to market this site to prospective tenants/
- 14. The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.
 - a. The proposed variation is consistent with the comprehensive plan, this tile and other land use policies of the village.







STAFF REPORT

HEARING DATE: April 8, 2025 **CASE #:** 2025 – 09

PROPERTY: 1100 Tower Lane **PROPERTY OWNER:** Hamilton Partners

APPLICANT Morgan Harbour Construction

SITE SIZE: 3 acres

BUILDING SIZE: 66,196 square feet PIN NUMBER: 03-03-400-025

ZONING: I-2 General Industrial

REQUEST: Variations of:

Minimum Front Setback

Municipal Code Section 10-6-21-1C

Minimum Rear Setback

Municipal Code Section 10-6-21-1F

Maximum Number of Parking Spaces

Municipal Code Section 10-8-2B-6

Tree Canopy Coverage

Municipal Code Section 10-9-5A

PUBLIC NOTICE:

- 1. A Legal Notice was published in the Bensenville Independent on Thursday, March 13, 2025. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
- 2. Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on Wednesday, March 12, 2025.
- 3. On Wednesday, March 12, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Petitioner, Morgan Harbour Construction, is seeking approval of variances to construct a speculative warehouse at 1100 Tower Lane. The proposed 66,196 square foot building encroaches into multiple setbacks and has over 175% of the required parking spaces. Variances are required for this. Finally, they are unable to meet the parking lot hardscape tree canopy coverage requirements. There is currently no office space proposed in the building but they anticipate up to 15% of total GFA being available for this purpose.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	I-2	Industrial	Regional Commercial	Village of Bensenville
North	I-2	Industrial	Regional Commercial	Village of Bensenville
South	I-2	Industrial	Regional Commercial	Village of Bensenville
East	I-2	Industrial	Regional Commercial	Village of Bensenville
West	N/A	Industrial	N/A	Elk Grove Village

DEPARTMENT COMMENTS:

SUPPORTS THE FOLLOWING APPLICABLE VILL Financially Sound Village X Quality Customer Oriented Services Safe and Beautiful Village	LAGE GOALS: Enrich the lives of Residents X Major Business/Corporate Center Vibrant Major Corridors
<u>Finance</u> : 1) Account closed/demo/vacant in U/B.	
Police: 1) No comments.	

Engineering and Public Works:

- 1) Stormwater Detention: Article 15-72.A.1 of the DuPage County Stormwater and Flood Plain Ordinance (DCSFPO) states that stormwater detention is required if the impervious area is being increased by at least 25,000 square feet since February 15, 1992. A comparison of the existing conditions as it existed on February 15, 1992, to the proposed conditions, the proposed development will not result in an impervious area increase greater than 25,000 square feet. Per the submitted stormwater report, the project is expected to have a net decrease of 4,202 square feet. An existing and proposed impervious area exhibit delineating, shading and labeling the existing/proposed impervious areas must be provided in a stormwater report to document the comparison of impervious are since February 15, 1992, to the proposed conditions.
- 2) <u>Best Management Practices:</u> Section 15-63 of the DCSFPO states that on-site postconstruction best management practices (PCBMPs) and volume control best management practices (VCBMPs) are required to treat stormwater runoff for pollutants and reduce runoff volume for all developments with 2,500 square feet or more net new impervious area since April 23, 2013. Based upon the submitted stormwater report and based on aerial imagery from 2013, the project is expected to have a net decrease of 4,202 square feet. In accordance with DCSFPO, PCBMPs will be required for this proposed development. Comparison of the impervious area must be documented in a stormwater report.
- 3) <u>Sediment & Erosion Control:</u> The construction area (disturbed area) will exceed 1 acre, so a National Pollutant Discharge Elimination System (NPDES) permit is required for discharge of storm water. The owner will need to prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) to effectively manage the discharge of pollutants

- from the erosion control site. In addition, erosion control measures will need to meet all the requirements listed in Sections 15-58 through 15-60 of the DCSFPO.
- 4) Floodplain: The site includes no regulatory floodplain as shown on FEMA FIRM Map number 17043C0077J dated August 1, 2019. The nearest regulatory flood plain is the Zone AE floodplain of North Unnamed Creek (DPWL) approximately 3,960 feet east of the site with an elevation of +/-662. Because the site is entirely outside the limits of the 100-year flood plain, compensatory storage will not be required for any proposed fill.
- 5) Wetlands and Buffers: It does not appear there are wetlands or wetland buffers on the site. However, it is the responsibility of the applicant to identify any existing special management areas on site and properly mitigate them.
- 6) <u>Permits:</u> The proposed improvement will require Stormwater Management Certification. Since no impacts are proposed to Special Management Areas, the submittal does not require submittal to the DuPage County Stormwater for review and certification.
- 7) No County or IDOT highway permits will be required.
- 8) An IEPA-Sanitary Permit will be required for the new building's sanitary service. Depending on the proposed water service, an IEPA-watermain permit may be required for any scope of work larger than a water service connection to the Village's watermain.
- 9) <u>Utilities:</u> The proposed utility plan show removing all old water main and hydrants on the property up to the ROW on the west side of Tower Lane and rebuilding a new water service to the sprinkler room on the west side of the building. This water service will need to be metered prior to any fire hydrants or a domestic water service being on the line. Also, all utilities are required to be removed completely back to the respective mains. Water and sanitary services have been disconnected as part of the building demolition. Disconnects must be made at the main.
- 10) Provide AutoTurn for site circulation and ingress/egress at all driveways in addition to the provided turning templates showing the AASHTO design vehicle that will be utilizing the site (WB-65, WB-55, etc.).
- 11) One sanitary inspection manhole is shown to be provided on the east side of the building. If the building will be split into multiple units, additional inspection manholes, a grease interceptor, and or oil/water separator may be necessary.
- 12) Again, these are general comments that we can ascertain based on the information provided as part of this CDC submittal. Further engineering review will be performed during the permit process, if approved. If I can be of further assistance, please contact me.

Community & Economic Development:

Economic Development:

- 1) The property is currently demo/vacant land.
- 2) Taxes for 2023 amounted to \$94,350. The Village received 7.28% of that amount totaling \$6,865.62. The property is located in TIF 6. The TIF received 29.0% of that amount totaling \$27,347.74.
- 3) Staff projects industrial taxes for the new 66,196 square foot development at \$2.26 per square foot, which is an average taken from CoStar data of similar industrial space in DuPage County. This would come out to \$149,602 in total taxes. The Village, using the same tax rate from 2023, would see \$10,891.03 and the TIF would see \$43,384.58. That is a 159% increase for both the Village and the TIF.

Fire Safety:

1) Fire hydrants shall be minimum 300 feet apart.

- 2) A fire hydrant is required within 40 to 100 feet of the fire department connection.
- 3) The fire department connection shall be on the Tower Lane side of the building.

Building:

1) No comments.

Planning:

- 1) The 2015 Comprehensive Plan indicates "Regional Commercial".
- 2) The current zoning is I-2 General Industrial District.
- 3) The applicant is seeking variations to construct a new speculative warehouse at 1100 Tower Lane.
- 4) Per Municipal Code Section 10-6-21-1C, Minimum Front Setback, the minimum front setback in an I-2 General Industrial District is 25 feet.
 - a. The petitioner is seeking a variation from this standard.
 - i. They would like to reduce the minimum front setback from 25 feet to 17.5 feet.
- 5) Per Municipal Code Section 10-6-21-1F, Minimum Rear Setback, the minimum rear setback in an I-2 General Industrial District is 20 feet.
 - a. The petitioner is seeking a variation from this standard.
 - i. They would like to reduce the minimum rear setback from 20 feet to 12.75 feet.
- 6) Per Municipal Code Section 10-8-2B-6, Maximum Number of Parking Spaces, the following standards apply:
 - a. No use shall provide parking spaces in excess of one hundred twenty five percent (125%) of the required minimum parking amount shown in subsection C, table 10-8-2-1, "Off-Street Parking Requirements", of this section, with the following exceptions:
 - i. Maximum off-street parking requirements shall not apply to residential uses in Residential Zoning Districts.
 - ii. Any use required to provide less than ten (10) parking spaces may provide a maximum of fifteen (15) spaces.
 - iii. With Zoning Administrator approval, the maximum parking amount of one hundred twenty five percent (125%) may be exceeded by up to fifty (50) percentage points, for a total of one hundred seventy five percent (175%) provided that this area is constructed with pervious paving materials. For the portion of the lot exceeding the maximum parking amount of one hundred twenty five percent (125%), the applicant must utilize green infrastructure techniques, such as rain gardens and bioretention facilities, to retain the 10-year, 24-hour storm event on-site.
 - b. The petitioner is seeking a variation from this standard.
 - i. Per Municipal Code Section 10-8-2-1, Off-Street Parking Requirements, the following standards apply:
 - 1. For warehousing, storage, or distribution facility uses, 1 parking space per 500 square feet of office GFA plus 1 space per 20,000 square feet of warehouse or storage space GFA is required.
 - 2. The proposed building is projected to potentially provide up to 15% of its GFA for office space. The building composition would be: 9,929.4 square feet office space and 56,266.6 square feet of warehousing space. After the calculations, 23 spaces (20 office and

- 3 warehousing) are required. Because of its proximity to a bus stop (Municipal Code Section 10-8-3C), that number can be reduced by 5 percent to require 22 spaces.
- 3. The petitioners propose 57 parking spaces, or 259% higher than the parking requirements, exceeding the 175% maximum.
- ii. In Ordinance #36-2023, a variance was approved for this request.
- 7) Per Municipal Code Section 10-9-5A, Tree Canopy Coverage, the following standards apply:
 - a. Tree Canopy Coverage: Tree canopy coverage requirements shall be met through tree plantings located within perimeter yards (subsection B, "Parking Lot Perimeter Landscape", of this section) and interior landscape islands (subsection C, "Parking Lot Interior Landscape Islands", of this section) such that shade canopy is provided for a minimum of forty percent (40%) of the parking area hardscape, including all parking spaces, travel lanes, and other impervious areas not exempted by this section. Refer to figure 10-9-5-1, "Tree Canopy Coverage", of this subsection.
 - i. Calculation: Coverage credit for each tree shall be calculated using the projected full canopy width of the tree at maturity. Coverage credit for trees planted in perimeter landscape or buffer yards shall be credited in the amount that such plantings cover the parking area hardscape. Refer to the most recent Morton Arboretum *Northern Illinois Tree Species List* for canopy coverage estimates.
 - ii. Loading Area Exemption: Designated loading areas shall be exempt from the amount of parking area hardscape for the purpose of this requirement.
 - ii. Solar Energy Collection Systems: Any portion of this requirement may be met through installation of solar energy collection systems that comply with the standards of this title and provide shade to the parking area, with the approval of the Zoning Administrator.
 - iv. Modification Of Requirements: The Zoning Administrator may modify shading requirements for sites located under power lines or other obstructions that prohibit strict compliance, and grant credit for new offsite trees provided in lieu of required on-site plantings, where appropriate.
 - b. The petitioner is requesting a variation from this standard.
 - i. They are proposing to meet coverage of 5% of the parking lot hardscape.

Applicant Response: The applicant provided updated plans as requested by staff.

APPROVAL STANDARDS FOR VARIATIONS:

- 1. **Public Welfare:** The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.
- 2. Compatible with Surrounding Character: The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.
- 3. **Undue Hardship**: The proposed variation alleviates an undue hardship created by the literal enforcement of this title.

- 4. **Unique Physical Attributes:** The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.
- 5. **Minimum Deviation Needed**: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.
- 6. **Consistent with Ordinance and Plan:** The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Village staff feels that the approval standards below have been met.

	Meets St	andard
Approval Standards for Variations	Yes	No
1. Public Welfare	X	
2. Compatible with Surrounding Character	X	
3. Undue Hardship	X	
4. Unique Physical Attributes	X	
5. Minimum Deviation Needed	X	
6. Consistent with Ordinance and Plan	X	

RECOMMENDATIONS:

- 1. Staff recommends the Approval of the Findings of Fact and the Approval of the Variation for Minimum Front Setback with the following conditions:
 - a. Must be developed in accordance with plans submitted on 2.28.25 by Morgan Harbour Construction:
- 2. Staff recommends the Approval of the Findings of Fact and the Approval of the Variation for Minimum Rear Setback with the following conditions;
 - a. Must be developed in accordance with plans submitted on 2.28.25 by Morgan Harbour Construction:
- 3. Staff recommends the Approval of the Findings of Fact and the Approval of the Variation for Maximum Number of Parking Spaces with the following conditions:
 - a. Applicant shall develop a shared maintenance agreement for the south access driveway and submit to the Village of Bensenville prior to final permit approval;
 - b. Future plans must indicate that the snow storage locations are not parking;
- 4. Staff recommends the Approval of the Findings of Fact and the Approval of the Variation for Tree Canopy Coverage with the following conditions:
 - a. Trees must be planted on landscape islands when feasible.
 - b. A final landscaping plans shall be submitted to and approved by the Zoning Administrator prior to final permit approval;
 - c. No parking lot perimeter landscaping shall encroach upon the sight vision triangle.

Respectfully Submitted, Department of Community & Economic Development

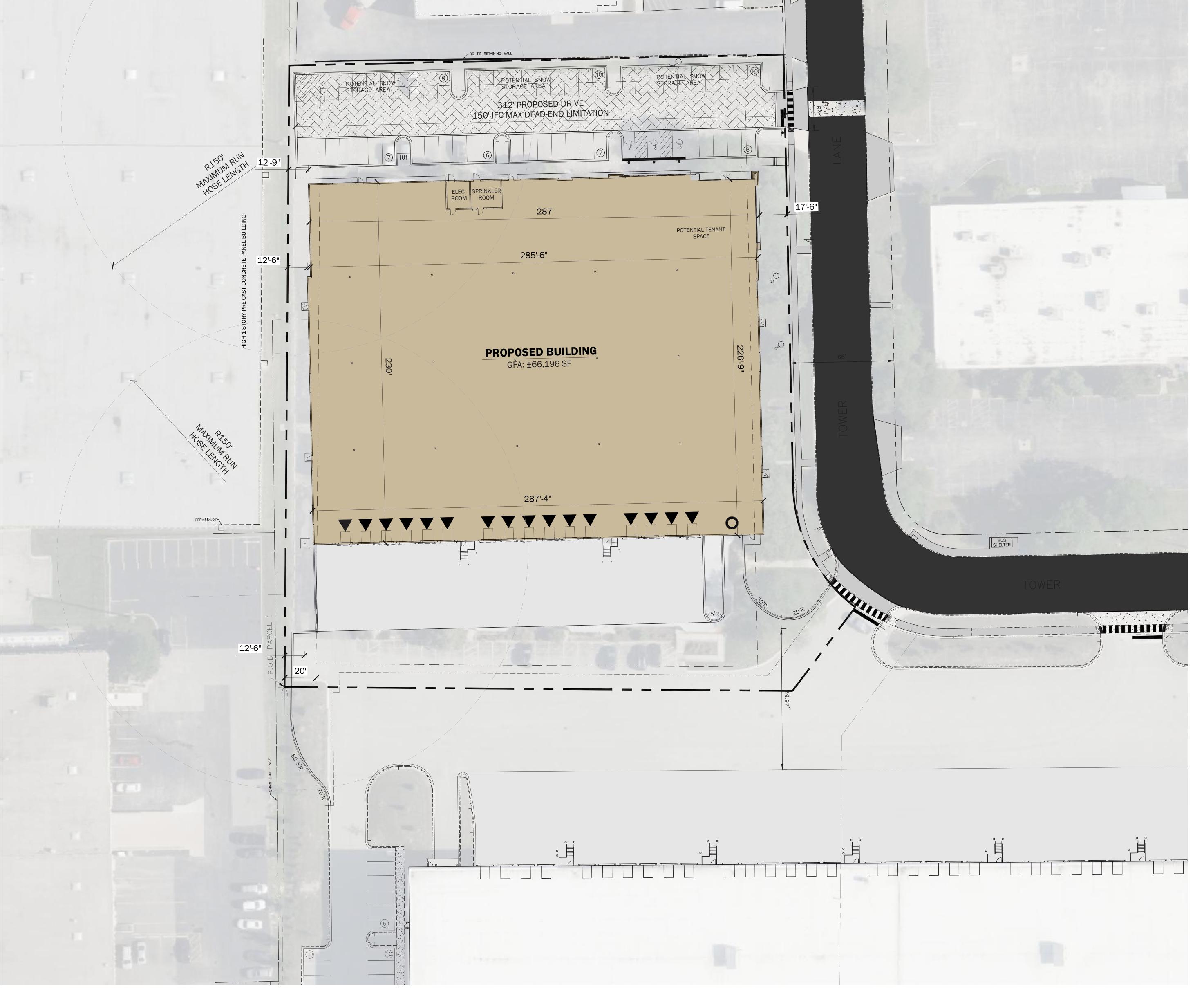


NORTH TOWER LANE

BENNSENVILLE, ILLINOIS

CHI18-0051-00 02.24.2025





DEVELOPMENT STANDARDS Zoning

Zoning		
Jurisdiction		Bensenville
Zoning Designation		I-2
Max Impervious Coverage		90%
Max Height		50 FT
Req. Landscape		10%
Parking Standards		
	Min Stall Size	9x18
	Drive Aisle	24 FT
	Fire Lane	26 FT
Required Parking		
	Office	1/500 SF
	Industrial	1/1000 SF
	Warehouse	1/20000 SF
PROJECT DATA		
Site Summary		
Gross Site Area	130,368 SF	2.99 AC
Total Building Area(s)	Gross Floor Area	66,196 SF
	Footprint	66,196 SF
Coverage	Gross	51%
FAR	Gross	0.51
Proposed Building		
Puilding Aroa(c)	Footprint	66,196 SF
Building Area(s)	Гоосринс	00,130 01
Cars Required	@15% Office	23 Stalls
• , ,	•	,
Cars Required	@15% Office	23 Stalls
Cars Required	@15% Office @0.86/1,000 SF	23 Stalls 57 Stalls
Cars Required Cars Provided	@15% Office @0.86/1,000 SF	23 Stalls 57 Stalls 3 Stalls

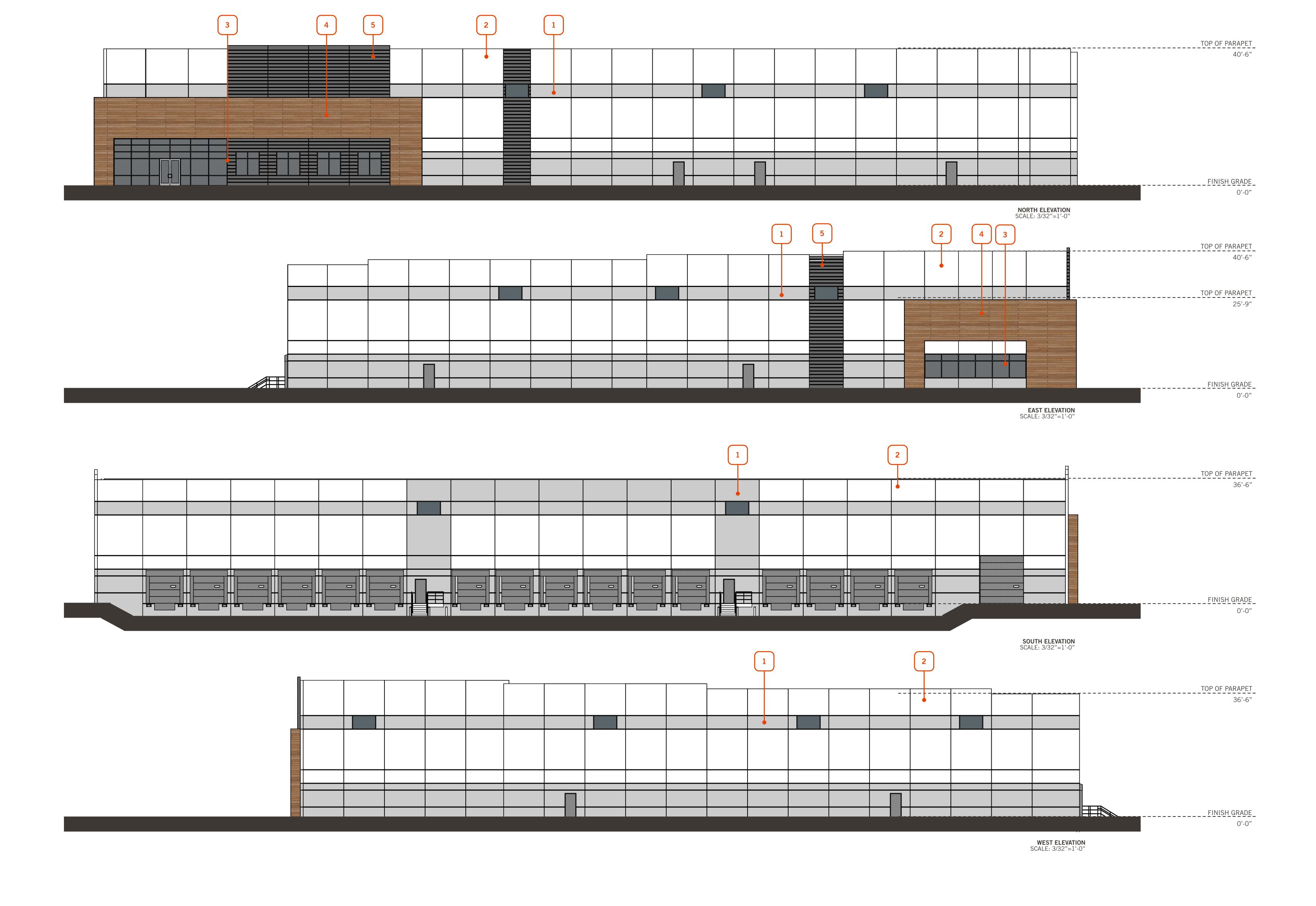




CONCEPTUAL DESIGN - NE PERSPECTIVE



02.24.2025



KEYNOTES

CONCRETE PRECAST PANEL WITH REVEALS

CONCRETE PRECAST PANEL WITH REVEALS

TRU-GRAIN WOOD LOOK RESIN SIDING PANELS

CONCRETE PRECAST PANEL WITH FORMLINER



LEGEND

LLUI		
	EXISTING	PROPOSED
SANITARY MANHOLE	©	•
STORM MANHOLE	0	•
CATCH BASIN	0	•
INLET		
PRECAST FLARED END SECTION	\triangleright	>
CONCRETE HEADWALL	>	>
VALVE VAULT	\otimes	•
VALVE BOX	H	
FIRE HYDRANT	Þ	>
BUFFALO BOX	Φ	•
CLEANOUT	0	
SANITARY SEWER	——	
FORCE MAIN		
STORM SEWER		
WATER MAIN		
CONSTRUCT WATER MAIN UNDER SEWER		
GRANULAR TRENCH BACKFILL		
STREET LIGHT	\rightleftharpoons	•
ELECTRICAL CABLE	—— E——	——Е——
2" CONDUIT ENCASEMENT		
ELECTRICAL TRANSFORMER OR PEDESTAL	E	
POWER POLE	-0-	-
STREET SIGN	Þ	þ
GAS MAIN	———G——	——IGI——
TELEPHONE LINE	——т—	——ITI——
CONTOUR	749	749 —
SPOT ELEVATION	×(750.00)	×750.00
WETLANDS		
FLOODWAY		
FLOODPLAIN		
HIGH WATER LEVEL (HWL)		
NORMAL WATER LEVEL (NWL)	···_	
DIRECTION OF SURFACE FLOW	-	•
DITCH OR SWALE		-
OVERFLOW RELIEF ROUTING		
SLOPE BANK	V	A A A A
TREE WITH TRUNK SIZE	4 6"	
SOIL BORING	B-0	B-1
TOPSOIL PROBE	_ 	- T-1
FENCE LINE, WIRE OR SILT	X	×
FENCE LINE, CHAIN LINK OR IRON	O	<u> </u>
FENCE LINE, WOOD OR PLASTIC		
CONCRETE SIDEWALK		
CURB AND GUTTER		
DEPRESSED CURB		
REVERSE PITCH CURB & GUTTER		

ARREVITATIONS

EASEMENT LINE

	ADDKLVI	HIL	NIS
BL	BASE LINE	NWL	NORMAL WATER LEVEL
С	LONG CHORD OF CURVE	PC	POINT OF CURVATURE
C & G	CURB AND GUTTER	PT	POINT OF TANGENCY
CB	CATCH BASIN	PVI	POINT OF VERTICAL INTERSECTION
CL	CENTERLINE	R	RADIUS
D	DEGREE OF CURVE	ROW	RIGHT-OF-WAY
EP	EDGE OF PAVEMENT	SAN	SANITARY SEWER
FF	FINISHED FLOOR	ST	STORM SEWER
FG	FINISHED GRADE	T	TANGENCY OF CURVE
FL	FLOW LINE	TB	TOP OF BANK
FP	FLOODPLAIN	TC	TOP OF CURB
FR	FRAME	TF	TOP OF FOUNDATION
FW	FLOODWAY	TP	TOP OF PIPE
HWL	HIGH WATER LEVEL	TS	TOP OF SIDEWALK
INV	INVERT	TW	TOP OF WALK
L	LENGTH OF CURVE	WM	WATER MAIN
МН	MANHOLE	Δ	INTERSECTION ANGLE

Know what's below.

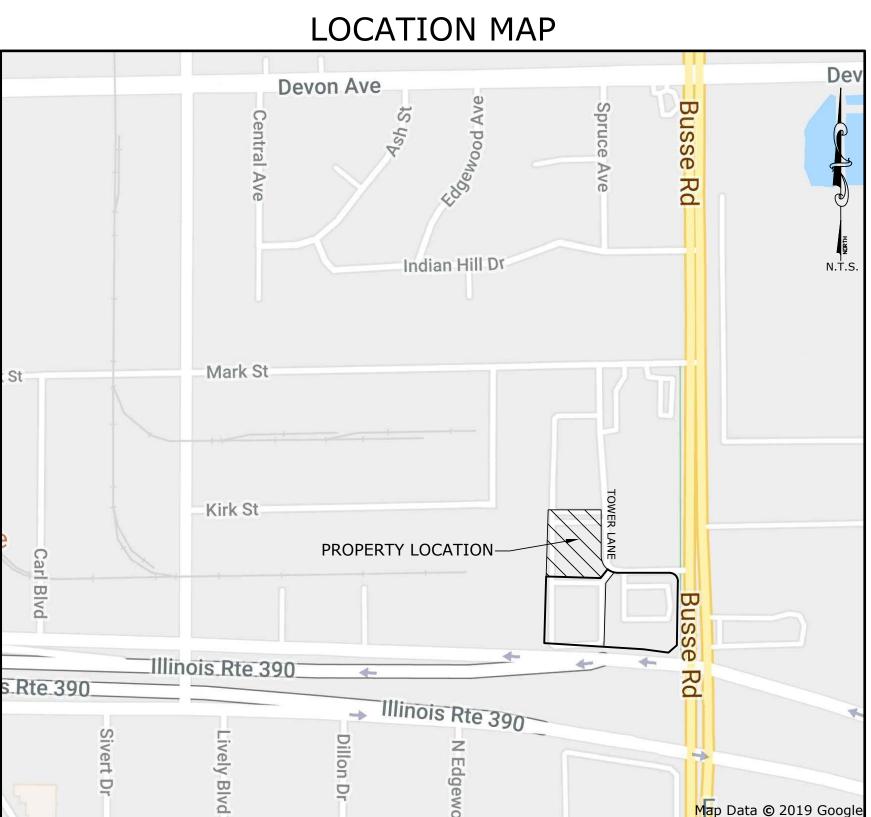
Call before you dig.

Formerly JULIE 1-800-892-0123

FINAL ENGINEERING PLANS FOR

1100 TOWER LANE INDUSTRIAL BUILDING

BENSENVILLE, ILLINOIS



GENERAL NOTES

- working days prior to commencement of construction: • Village of Bensenville Public Works Department (630-350-3435)
- 2. The contractor shall notify all utility companies and arrange for their facilities to be located prior to work in any easement, right-of-way, or suspected utility location. Repair of any damage to existing facilities shall be the responsibility of the contractor. Utility locations shown herein are for graphic illustration only and are not to be relied upon.
- 3. Prior to commencement of any offsite construction, the contractor shall secure written authorization that all offsite easements have been secured, and that permission has been granted to enter onto private property.
- 4. Elevations shown herein reflect NAVD 1988 datum.
- 5. The boundary and topographic survey data for this project is based on a field survey prepared by Edward J. Molloy and Associates, dated March 2019. The contractor shall verify existing conditions prior to commencing construction and shall immediately notify the engineer in writing of any differing conditions.
- 6. RWG Engineering, LLC, it's employees and agents are not responsible for the safety of any party at or on the construction site. Safety is the sole responsibility of the contractor, and any other entity performing work at the site. Neither the owner nor the engineer assumes any responsibility for job site safety or for the means, methods or sequences of construction.

- 1. The contractor shall notify the following governmental agencies at least two 7. Except where modified by the contract documents, all work proposed hereon shall be in accordance with the following specifications, which are hereby
 - A. "Standard Specifications for Road and Bridge Construction in Illinois," as prepared by I.D.O.T. latest edition.
 - B, "Standard Specifications for Water and Sewer Main Construction in Illinois," latest edition.
 - C. "Illinois Recommended Standards for Sewage Works," as published by the I.E.P.A., latest edition.
 - D. The subdivision and development codes and standards of the Village of Bensenville, as published by the Municipality.
 - E. "Illinois Accessibility Code" as published by the State of Illinois Capital Development Board, effective October 23, 2018.
 - F. The National Electric Code.
 - G. "Illinois Urban Manual" as prepared by the U.S. Dept. of Agriculture
 - Village of Bensenville Development Ordinance shall take precedence if a conflict in project specifications occurs.

PLANS PREPARED FOR

MORGAN/HARBOUR CONSTRUCTION, LLC

7510 S. MADISON STREET WILLOWBROOK, ILLINOIS 60527 (630)734-8800

> FOR THE DEVELOPMENT OWNER TOWER LANE HOLDINGS, LLC C/O HAMILTON PARTNERS, LLC 300 PARK BOULEVARD, SUITE 201 ITASCA, ILLINOIS 60143 (630)250-9700

INDEX OF SHEETS

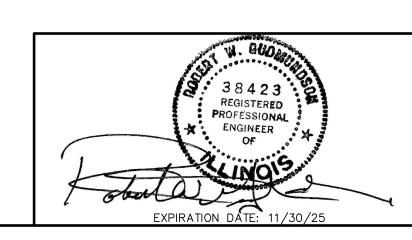
Permit	Number	Issued
Village of Bensenville Site Work		
Dupage County Storm water Cert		
IEPA – NPDES (N.O.I)		
IEPA – Sanitary		
IHPA – Certification	006060223	06/15/2023
IEPA - NPDES (N.O.T C Completion)		

BENCHMARKS

REFERENCE BENCHMARKS: DUPAGE COUNTY BENCHMARK COO DUP83 3A LOCATED ON THE SOUTH SIDE OF DEVON AVENUE, APPROXIMATELY 330 FEET WEST OF THE INTERSECTION OF SPRUCE AVENUE AND DEVON AVENUE. ELEVATIONS = 673.15 (NAVD88)

DUPAGE COUNTY BENCHMARK U 132 RESET LOCATED ON THE NORTHEAST SIDE OF A "T" INTERSECTION OF THORNDALE AVENUE AND SIVERT DRIVE. ELEVATION = 703.19 (NAVD88)

SITE BENCHMARK No.1 (SEE SHEET 2) CROSS NOTCH IN TOP OF CURB ELEVATION=680.46



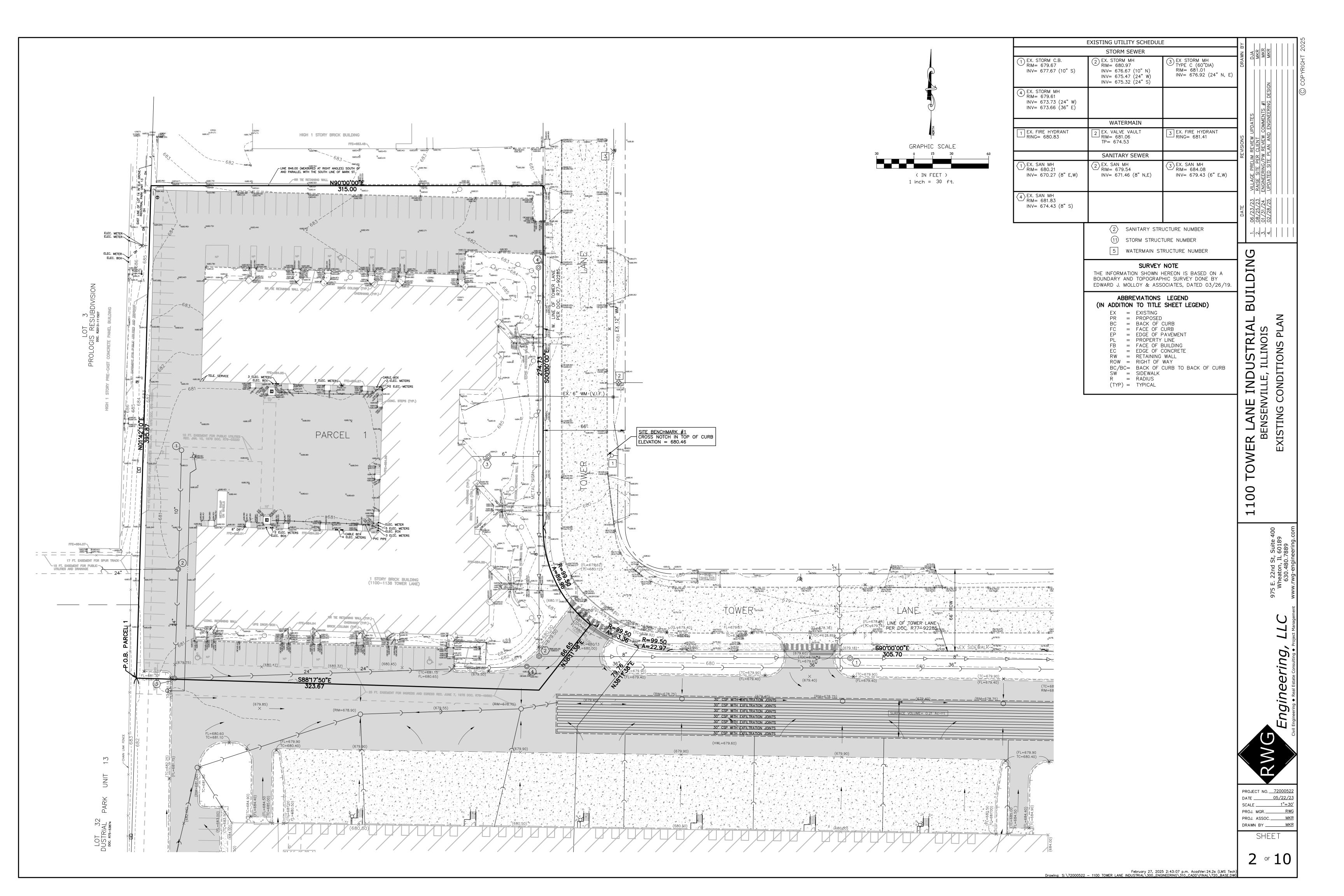
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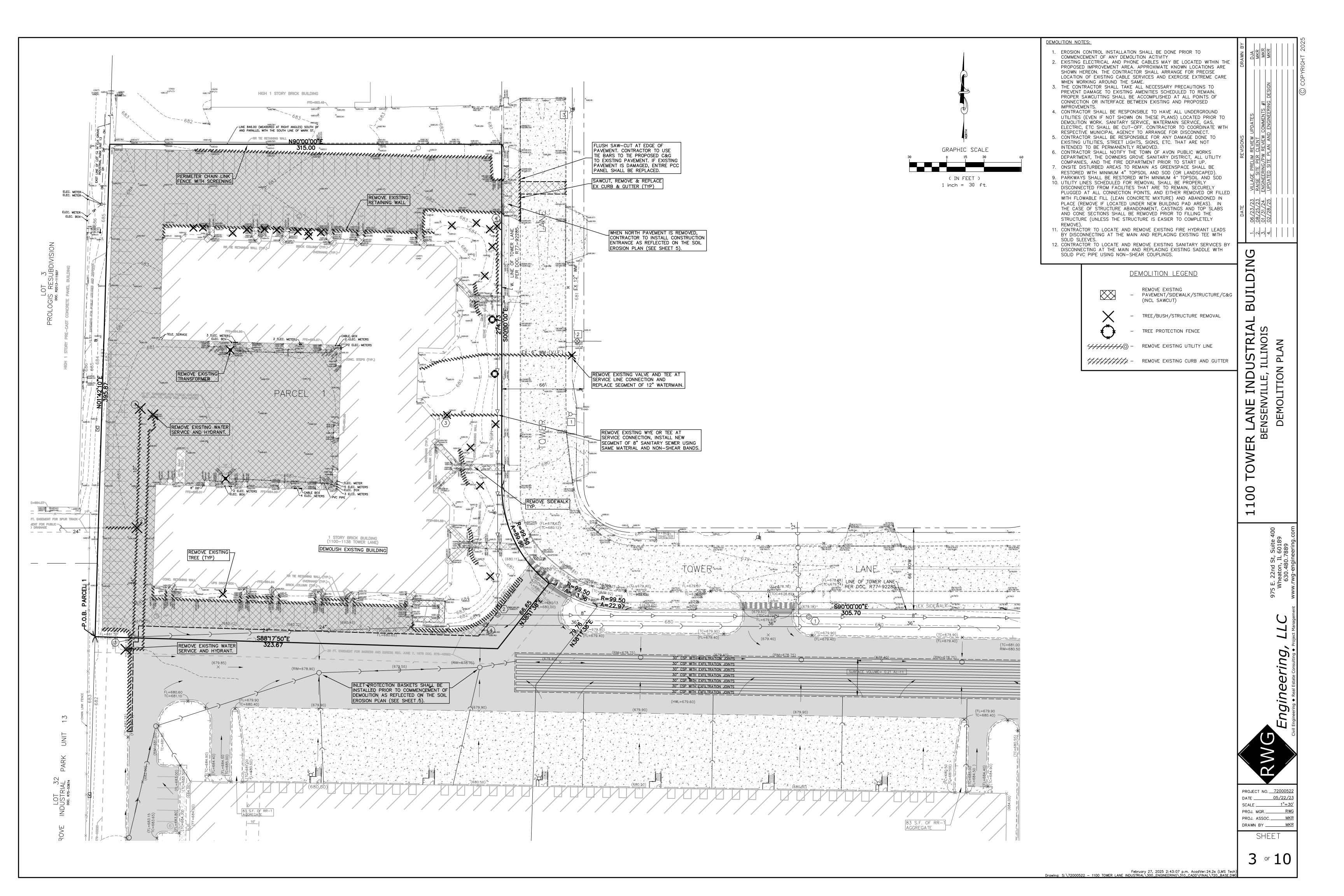
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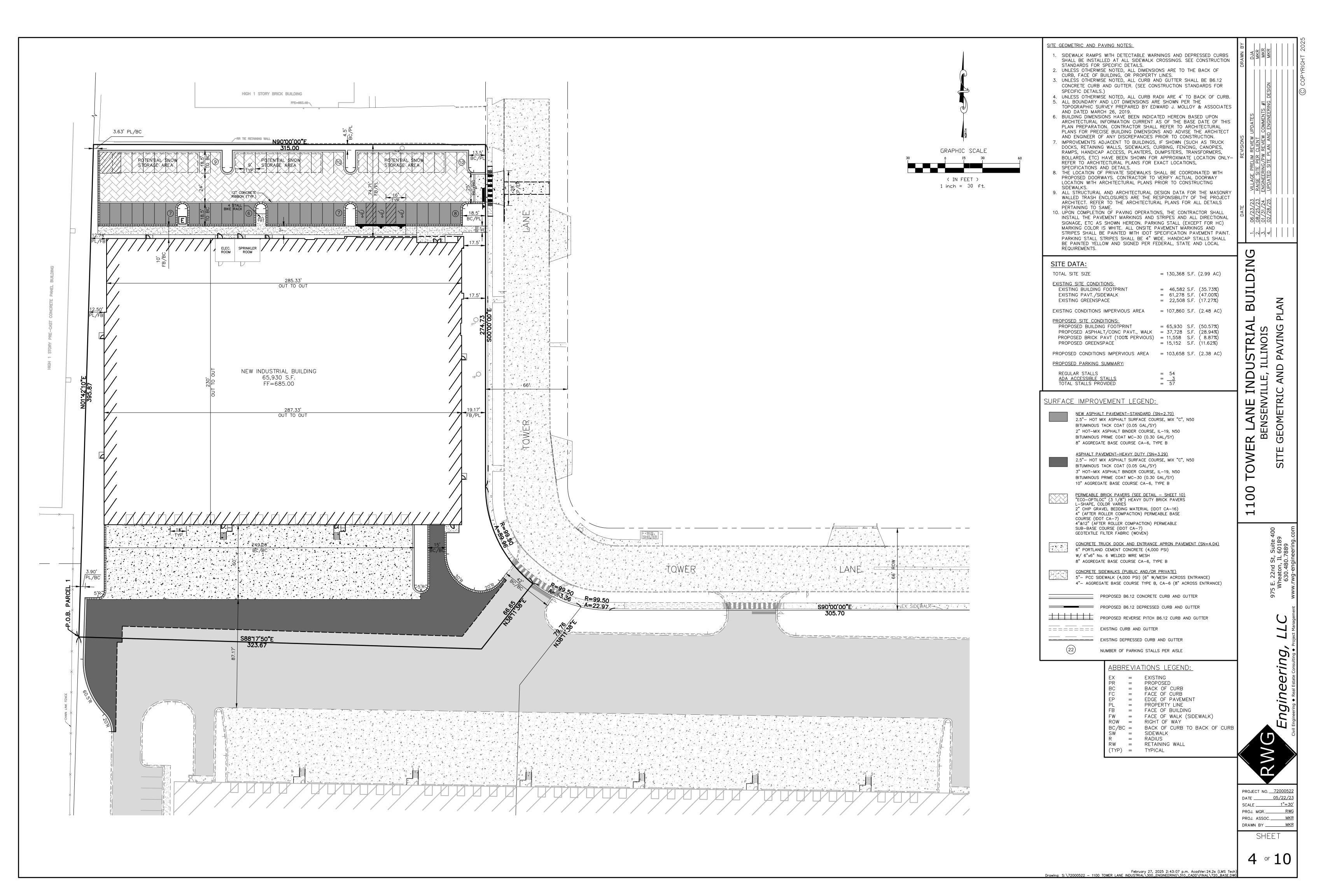
SHEET

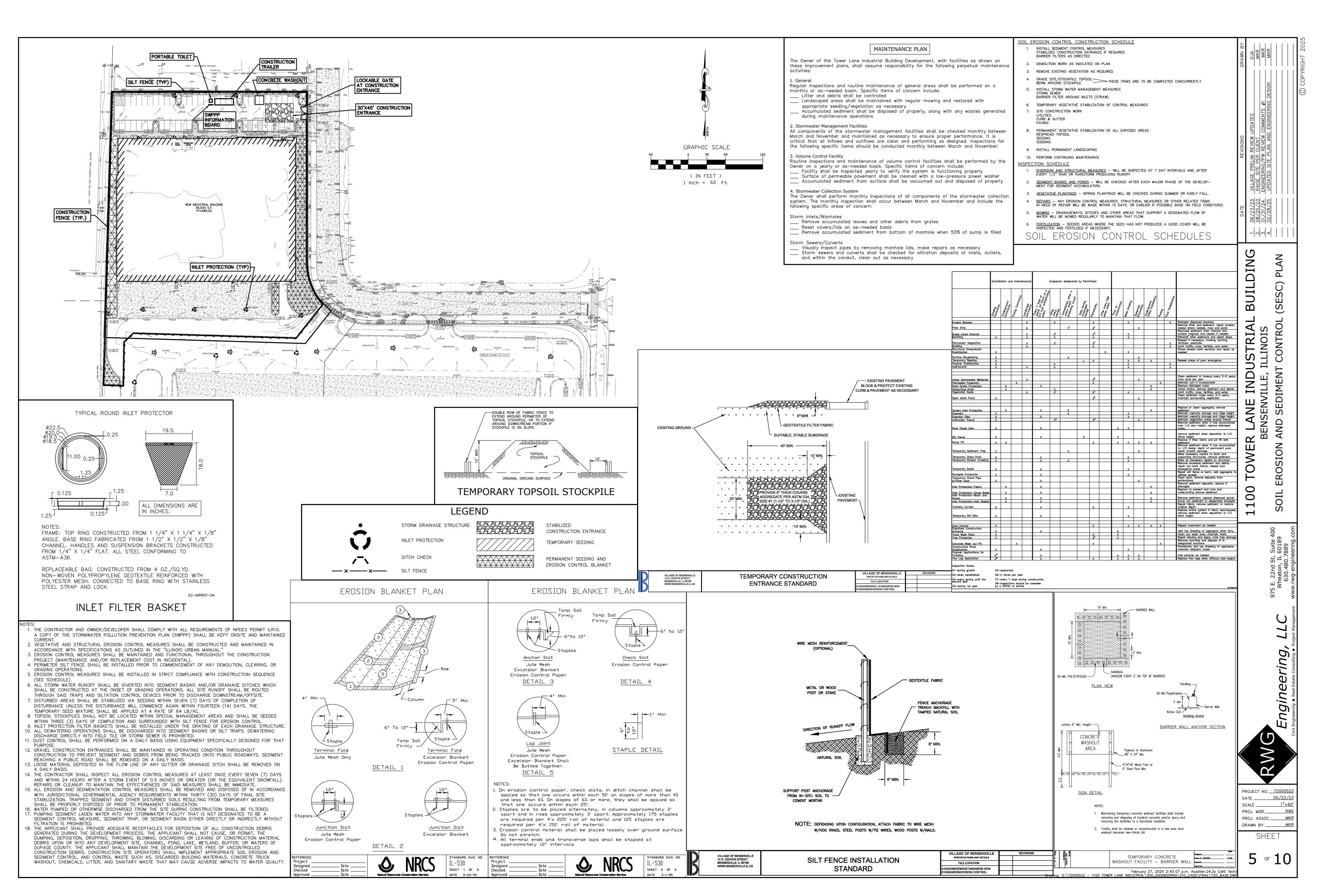
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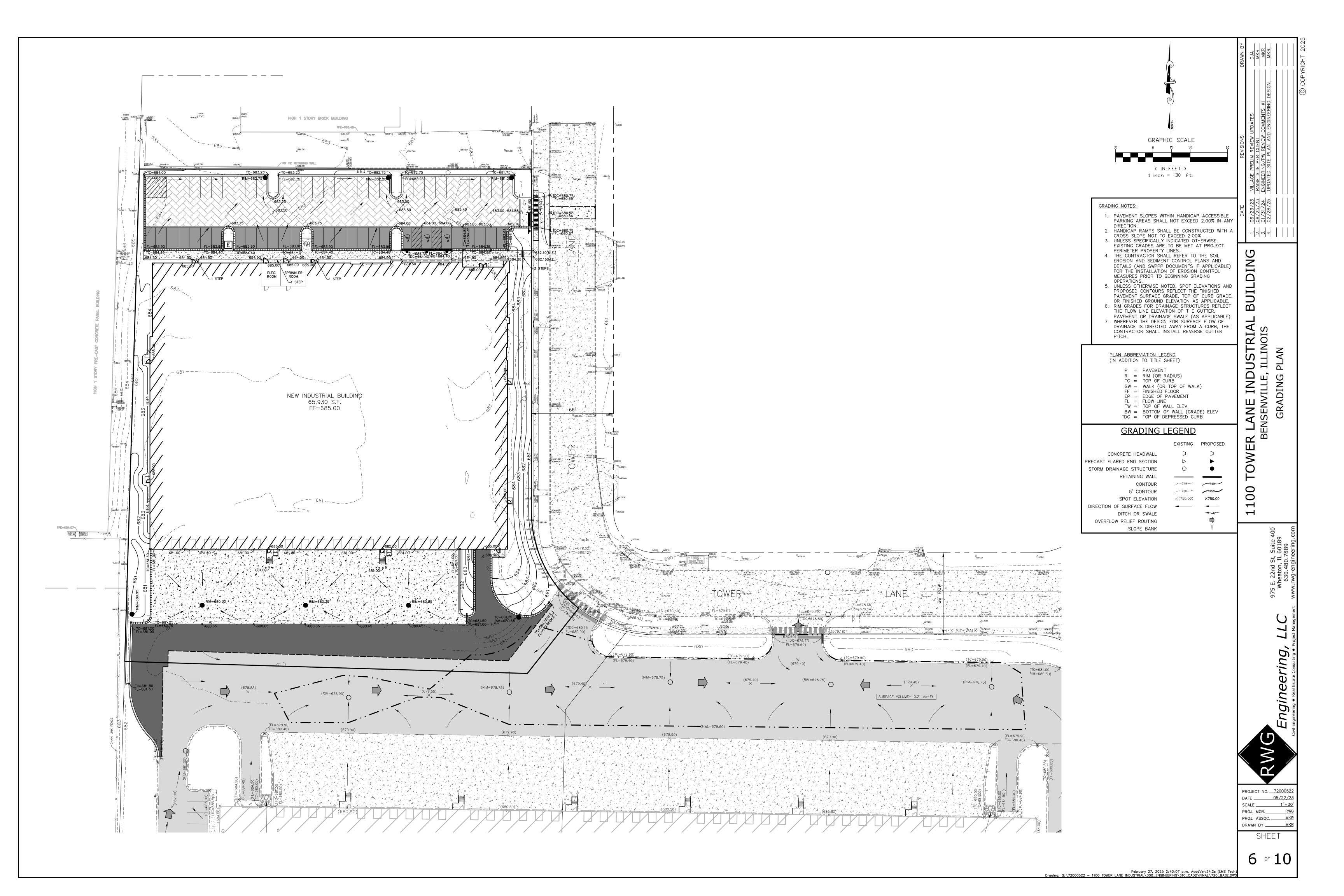
1. TITLE SHEET BUILDING 2. EXISTING CONDITIONS PLAN 3. DEMOLITION PLAN 4. SITE GEOMETRIC AND PAVING PLAN 5. SOIL EROSION AND SEDIMENT CONTROL (SESC) PLAN INDUSTRIAL | VILLE, ILLINOIS 6. GRADING PLAN 7. UTILITY PLAN 8. PROJECT NOTES AND SPECIFICATIONS 9. CONSTRUCTION STANDARDS AND DETAILS LANE 10. CONSTRUCTION STANDARDS AND DETAILS

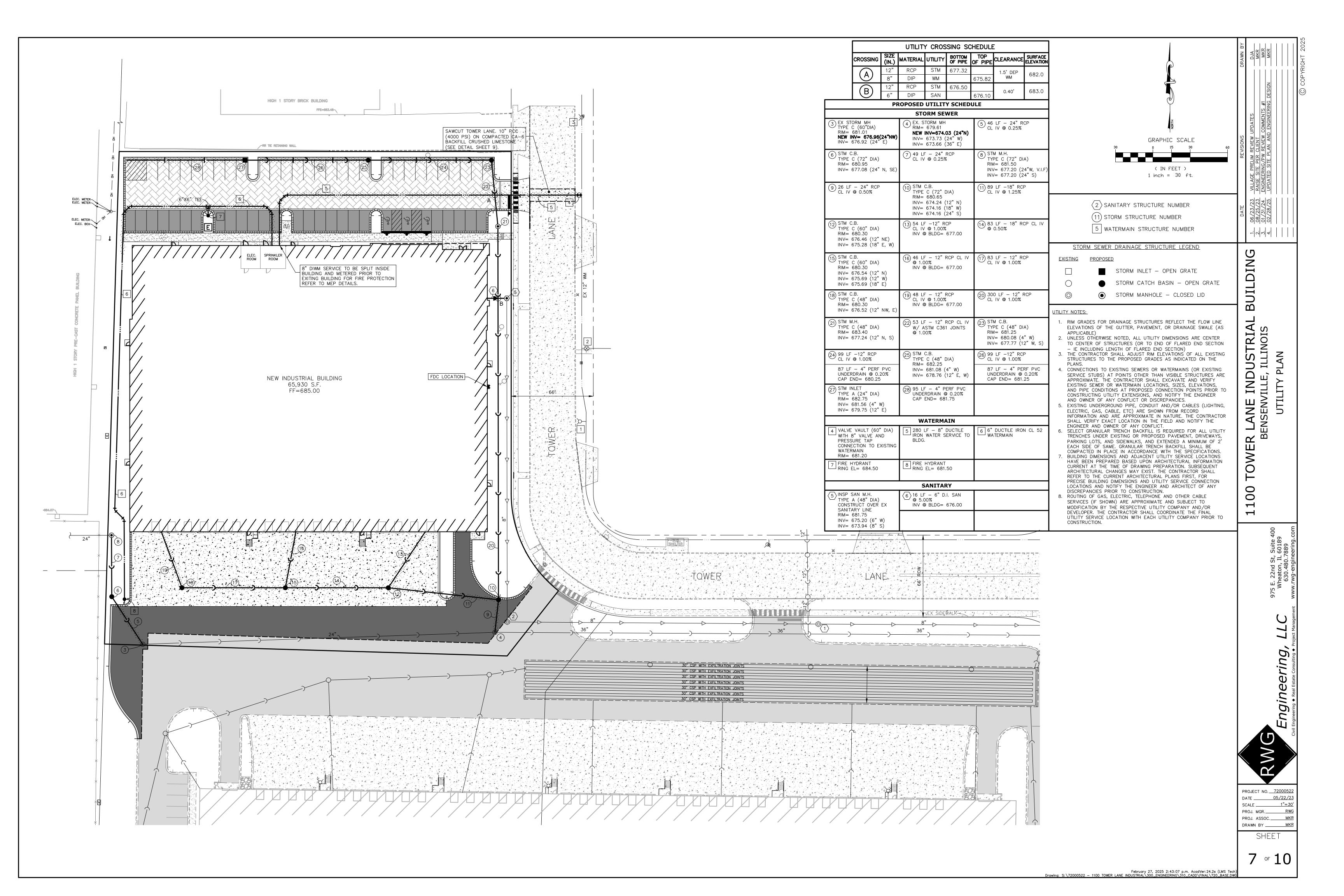












Improvement Plans shall be used for construction unless specifically marked "For Construction." Prior to commencement of construction, the contractor shall verify all dimensions and conditions affecting their work with the actual conditions at the job site. If there are discrepancies from what is shown on the construction plans, the contractor shall immediately report same to the engineer before doing any work, otherwise the contractor assumes full responsibility. In the event of disagreement between the construction plans, standard specifications, and/or special details, the contractor shall secure written instructions from the engineer prior to proceeding with any part of the work impacted by omissions or discrepancies. Failing to secure such instruction, the contractor will be considered to have proceeded at his own risk and expense. In the event of any doubt or question with respect to the true meaning of the construction plans or specifications, the decision of the engineer shall be final and conclusive.

All work performed under this contract shall be guaranteed against all defects in material and workmanship of whatever nature by the contractor and his surety for a period of one year from the date of final acceptance of the work by the applicable governmental agencies and the owner.

HIGHWAY/ROADWAY CONSTRUCTION PERMITS

The contractor shall be responsible for obtaining all required permits for construction along or across existing streets or highways, including the use and access to existing streets. The contractor shall make arrangements for proper bracing, shoring, and other required protection of all roadways before construction begins. The contractor shall be responsible for any damage to streets or roadways and associated structures, and shall make repairs as necessary to the satisfaction of the engineer and applicable governmental agency.

Easements for existing utilities within public right-of-way are shown on the plans according to available records. The contractor shall be responsible for determining the exact location in the field of such utility lines and their protection from damage during construction. If existing utility lines of any nature are encountered which conflict in location or elevation with new construction, the contractor shall notify the engineer immediately so that the conflict may be resolved.

<u>PROJECT IMPROVEMENTS AND QUANTITIES</u>
The contractor shall review the construction documents and determine all required improvements and verify all quantities as may be provided by the engineer or owner for bidding purposes, and report any discrepancies to the engineer. The contract price submitted by the contractor shall be considered as lump sum for the completed project unless there is a plan revision or written change to the scope of work.

INCIDENTAL CONSTRUCTION

Whenever the performance of work is indicated on the plans and no item is included in the contract for payment, the work shall be considered incidental to the contract and no additional compensation will be

MAINTENANCE OF SITE DRAINAGE

structures, ditches, etc. and obstructs the natural drainage flow line shall be removed at the close of each working day by the responsible party. The contractor shall insure positive site drainage at the close of each work day. Drainage may be achieved by ditching, pumping, or any other acceptable method. Failure to provide positive drainage will preclude any possible added compensation requested due to delays or unsuitable materials created as a result thereafter. At the conclusion of construction operations all drainage structures and flow lines shall be free from dirt and debris. This work shall be considered incidental to the contract.

TRAFFIC CONTROL

The contractor is responsible for the installation and maintenance of adequate signage, traffic control, and warning devices to inform and protect the public during all phases of construction. All barricades and warning signs shall be provided in accordance with the IDOT Standard Specifications. Adequate lighting shall be maintained from dusk to dawn at all locations where construction operations warrant, or as designated by the engineer or applicable governmental agency. Traffic control items shall be in accordance with the IDOT "Manual on Uniform Traffic Control Devices."

PAVEMENT REMOVAL/REPLACEMENT

Existing permanent type pavements or other permanent improvements which abut or otherwise interfere with proposed improvements and must be removed shall be saw cut full depth prior to removal. Items so removed shall be replaced with similar construction materials to original condition or better. Payment for saw cutting shall be included in the removal cost and replacement will be paid under the respective item in the contract unless otherwise indicated. Removed pavement, sidewalk, curb, etc. shall be disposed of by the contractor at his own expense at an offsite dump site.

Existing trees not scheduled for removal shall be protected from damage. Trimming and sealing shall be in accordance with IDOT Standard Specifications.

EXISTING SIGNAGE & MAIL BOXES

Existing signage and mail boxes that interfere with construction shall be removed, stored, and replaced/reset by the contractor in accordance with the IDOT Standard Specifications. Damage to these items shall be repaired/replaced by the contractor at his expense. Temporary mailbox facilities shall be provided as an

EXISITNG FIELD TILE

Field tile encountered during construction shall be connected to proposed storm sewer or extended to outlet into a proposed drainage way. If this is not possible, then existing tile shall be repaired with new pipe of same size and material (or better) and restored in acceptable operating condition at the original grade. Records of location and elevation shall be made by the contractor and furnished to the engineer upon project completion.

contractor is responsible for removal and disposal of all excess material and debris resulting from his construction operations at no expense to the owner.

CONSTRUCTION RECORD

The contractor shall keep a set of approved construction plans on the jobsite, and shall maintain a legible record on said plans of field tile encountered, modifications/alterations to alignment/installation of proposed improvements, etc. Upon completion of the contractor's work, said record documents shall be provided to the engineer. Final payments shall not come due until this information is provided to the engineer.

These plans are not suitable for machine guidance purposes. Should these plans be used to prepare files for machine guidance, the engineer shall be in responsible charge of digital terrain model (DTM) creation, and the project surveyor shall be in responsible charge of site calibration. This work is an additional service requiring

negotiated compensation to the engineer and surveyor. SAFETY & CONSTRUCTION EXECUTION

The contractor shall comply with the rules and regulations of OSHA and appropriate authorities regarding iobsite safety provisions. The engineer and owner are not responsible for the construction means, methods techniques, sequences or procedures, time for performance, programs, or for any safety precautions used by the contractor. The contractor is solely responsible for execution of his work in accordance with the contract documents.

PROJECT SPECIFICATIONS

I. <u>SDIL ERDSIONS AND SEDIMENT CONTROL</u>

GENERAL STANDARDS

Unless specifically modified below, all soil erosion and sediment control work shall be done in accordance with NPDES General Permit No. ILR10 and the "Illinois Urban Manual." The contractor shall conform to all requirements of this general permit including maintenance and inspection of erosion control measures and filing applicable certifications and reports. A copy of the notification of coverage letter shall be posted at the site in a prominent place for public viewing. Any control measures in addition to those outlined in these plans which are deemed necessary by the owner, engineer, or applicable governmental agency shall be immediately implemented by the contractor. Maintenance and replacement of erosion control items shall be considered incidental.

A copy of the Stormwater Pollution Prevention Plan (SWPPP) shall be kept onsite with all supplemental material as required per NPDES General Permit No. ILR10. Construction operations shall conform to permit requirements.

Prior to clearing and grading, perimeter silt fence shall be installed, and onsite sediment control measures shall be constructed and functional per the soil erosion and sediment control plan. The contractor shall construct ditches, swales, sediment traps, and siltation control measures to intercept surface waters prior to conveyance onto adjacent properties, routing surface flow to onsite treatment facilities.

STABILIZED CONSTRUCTION ENTRANCE Temporary gravel construction entrances shall be installed and maintained to prevent sediment from being trucked offsite. Sediment reaching a public road shall be removed by shoveling or street sweeping at the end of each work day. Loose material deposited in the flow line of any gutter or drainage structure shall be removed at the end of each work day.

Topsoil stockpiles shall be seeded within seven (7) calendar days of completion for erosion control, unless they will be distributed within fourteen (14) calendar days. Stockpiles shall be encompassed with a silt fence.

DUST CONTROL

Dust control shall be performed on a daily basis using water dispersed from a truck mounted tank with a standard discharge header for uniform application rate.

During de-watering operations water shall be pumped into sediment basins or silt traps. De-watering directly into field tile or stormwater structures is not permitted. Water pumped during construction operations shall

Disturbed areas shall be stabilized by seeding within seven (7) days of completion of disturbance unless the

area will be disturbed within fourteen (14) days. Temporary seed mixtures shall be applied at a rate of 64

SEDIMENT BASINS When stormwater is routed through proposed detention basins to allow for settlement of suspended silt and debris, the basins shall be constructed at the start of the project. Basins shall be sufficiently over-excavated to provide appropriate volume for sediment collection

Inlet protection devices shall be installed in each onsite drainage structure and in offsite structures as noted on the plans.

All storm sewers, catch basins, sumps, and detention basins provided with this project shall be cleaned at construction completion and prior to final acceptance. Cleaning may also be required during construction if the traps are not functioning properly.

The contractor shall inspect all erosion control measures at least once every seven (7) calendar days, and within 24 hours of a storm event of 0.5 inches or greater (or equivalent snowfall) and in accordance with NPDES guidelines. Necessary repairs or clean up to maintain the effectiveness of the control measures shall

All erosion and sediment control measures shall be removed and disposed of in accordance with applicable governmental agency requirements within 30 days of final site stabilization.

II. <u>EXCAVATION AND GRADING - (EARTHWORK)</u>

GENERAL STANDARDS Unless specifically modified below, all excavation and grading - (earthwork) shall be done in accordance with the applicable sections of the "Standard Specifications for Road and Bridge Construction in Illinois," as published

Prior to onset of operations, the contractor shall become familiar with the soil erosion control specifications. The establishment of erosion control procedures and the placement of filter fencing, etc. to protect adjacent property shall occur before mass grading begins, and in accordance with the implementation schedule. Tree protection fencing shall be placed around any trees designated to be preserved within the construction zone. Fencing shall be placed in a circle centered around the tree, such that the entire drip zone (extent of furthest extended branches) shall be within the fence limits. The existing grade within the fenced area shall

Demolition of existing structures, pavements, curbs, flatwork, utilities, etc. shall be disposed of at an offsite dump site provided by the contractor. Onsite disposal will only be allowed if approved by the owner. Existing water wells shall be closed and capped in accordance with the Illinois Water Well Construction Code, as published by the Department of Public Health. Existing septic tanks and grease traps shall have all liquids and solids removed by a licensed waste hauler prior to structure removal or filling by the contractor.

Unless noted for preservation, all vegetative growth including trees and tree stumps shall be removed from the construction area. Offsite disposal shall be assumed unless permitted otherwise by owner.

Topsoil shall be stripped from all roadway, driveway, parking area, right-of-way, building pad and other designated structural areas. Stockpilling of topsoil for respread shall be at locations as directed by the owner. Topsoil stockpiled for future use shall be free from large roots, sticks, weeds, brush, stones larger than one inch diameter, and other litter or waste products not conducive to plant growth. Failure to properly sequence stockpiling operations shall not constitute a claim for additional compensation. No material shall be stockpiled in front yards, drainage swales, flood routing areas, utility locations, utility easements or

Unsuitable subgrade material shall be removed from roadway, driveway, parking lot, building pad, and any other designated areas. Obviously soft underlying soil shall be removed from all structural improvement areas, areas o receive clay fill, and wherever else designated on the site. If underlying structural subgrade soils rut deeper than one inch under construction equipment or if the moisture content exceeds that needed for proper compaction, the soil shall be scarified, dried, and recompacted to the required specifications.

EXCAVATION AND EMBANKMENT Upon completion of topsoil removal, the contractor shall perform excavation and embankment (fill) operations in accordance with the improvement plans. Structural embankment material shall be placed in level uniform layers so that the compacted thickness is

approximately six inches. Each layer shall be thoroughly mixed during spreading to insure uniformity. Embankment material within roadway, driveway, parking areas, and other structural clay fill areas shall be compacted to a minimum of ninety percent (90%) of maximum density (modified proctor method), or to such other density as determined appropriate by the soils engineer. Embankment for building pads shall be compacted to a minimum of ninety-five percent (95%) of maximum density (modified proctor method), or to such other density as

Embankment material within non-structural fill areas (random fill) shall be compacted to a minimum of eighty-five percent (85%) of maximum density (modified proctor method), or to such other density as determined

All subgrades for proposed street and pavement areas shall be proof-rolled by the contractor and any unstable areas shall be removed and replaced as directed by the soils engineer.

BACKFILLING CURBS, PAVEMENT, ETC.
Curbs, pavements, sidewalks, etc. shall be backfilled by the contractor after installation in accordance with the improvement plan grades.

TOPSOIL RESPREAD Except where otherwise noted, the contractor shall respread a minimum four (4) inch layer of topsoil on all designated open space, parkway, landscape, and other non-structural areas.

EXCESS MATERIAL Unless otherwise approved by the owner, the contractor shall remove from the site any excess or unsuitable

Upon completion of topsoil respread, the contractor shall install seed and fertilizer as indicated on these improvement plans or per owner provided landscape plans. INSPECTION BY THE SOILS ENGINEER

owner provided soils engineer shall closely supervise and inspect the grading operations, particularly during the removal of unsuitable material and the construction of embankments or building pads. All testing inspection and supervision of embankment quality, unsuitable removal and replacement, and other soils related operations shall be entirely the responsibility of the soils engineer.

Building pad elevations, subgrades for pavement, driveways and sidewalks, and all yard/open space areas shall be completed within a tolerance of plus or minus 0.1 foot of design subgrade elevations.

Prior to utility construction, proposed pavement areas, building pads, driveway and sidewalk areas, and yard/open space areas shall be rough graded to plus or minus one foot of design subgrade elevations.

Grade elevations shown on the improvement plans are finished grades. Pavement and/or topsoil respread thicknesses must be subtracted to determine subgrade elevations.

SITE DRAINAGE MAINTENANCE Grading and site improvement construction shall not cause ponding of stormwater. All areas adjacent to improvements shall be graded to provide positive site drainage.

III. <u>UNDERGROUND UTILITIES - UNIVERSAL</u>

determined appropriate by the soils engineer.

GENERAL STANDARDS All sewer and water main improvements shall be constructed in accordance with the "Standard Specifications for Water and Sewer Main Construction in Illinois," Latest Edition, along with applicable sections of the "Standard Specifications for Road and Bridge Construction in Illinois" as published by IDOT, Latest Edition, and the construction details and specifications of the applicable governmental agency.

GENERAL WORK SCOPE Underground utility construction shall include trenching or augering; installation of pipe, structures and castings; backfilling of trenches with compaction; and testing as required. Fittings and accessories necessary to complete the work may not be specified, but shall be considered incidental to the cost of the contract.

Rough grading to within one foot of finished subgrade shall be completed by the earthwork contractor prior to commencement of underground utility construction.

he contractor is responsible for dewatering any excavation for the installation of sewer or water systems. Dewatering will be considered incidental to the respective underground utility construction.

Any anticipated costs for sheeting and bracing shall be reflected in the contract amounts. Additional costs

for sheeting and bracing will not be allowed. All utility trenches beneath existing or proposed pavement, driveways and sidewalks, and existing or proposed utilities (i.e. crossings), and for a distance of two (2) feet either side of same (or more for deeper utilities as noted on the plans), and/or wherever else shown on the plans shall be backfilled with select granular

material and firmly compacted in accordance with the construction standard details.

EXCESS TRENCH MATERIAL

The contractor shall spread excess excavated trench material adjacent to the trenches in an orderly fashion so as not to create a hazard or obstruction, and to maintain the site in a workable condition.

"Band-Seal" or similar flexible type couplings shall be used when connecting sewer pipes of dissimilar materials. When connection to an existing sewer main by means other than an existing wye, tee, or an existing structure, one of the following methods shall be used: • Circular saw-cut of sewer main with proper tools ("Shewer-Tap" machine or similar) and installation of hub-wve or hub-tee saddle

• Remove entire section of pipe (breaking only the top of one bell) and replace with precast wve or tee branch section • Using a pipe cutter, neatly and accurately cut out desired length of pipe for insertion of proper fitting, using "band-seal" or similar coupling to hold assembly firmly in place

UTILITY STRUCTURE SELECT BACKFILL Where select granular bedding and backfill is required around utility structures, the cost for same shall be merged into the structure cost.

STRUCTURE CASTINGS

Frames and lids (or grates) for sanitary, water main and storm sewer structures shall be as indicated on the plans, and the cost of same shall be integrated into the respective structure cost.

All structures shall incorporate a minimum of three (3) inches and a maximum of eight (8) inches of adjusting rings (two (2) rings maximum). STRUCTURE ADJUSTMENT

All top of frames for utility structures (including B-Boxes) shall be adjusted to meet final finished grade upon completion of finished grading and final inspection (cost incidental). The contractor shall insure that roadway, curb, and pavement inlets or structures (frames and grates) are at finished grade. HORIZONTAL AND VERTICAL SEPARATION OF WATER AND SEWER MAINS

Horizontal and vertical separation between water and sewer mains shall be maintained in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois and said specifications standard drawings 18, 19, 20, 21, 22, 23, and 24.

All floor drains and floor drain sump pumps shall discharge into the sanitary sewer. All downspouts, footing drains and subsurface stormwaters shall discharge into the storm sewer or onto the ground - not into the sanitarv sewer.

The contractor shall maintain a legible record on a set of construction plans information concerning all manholes, wyes and services, valve boxes, curb boxes, etc. such that they can be field located in a manner acceptable to the applicable governmental agency.

SANITARY SEWER PIPE anitary sewers and services (or combined sewers in combined sewer areas) shall be constructed of one or more of the following materials as specified on the plans:

IV <u>UNDERGROUND UTILITIES - SANITARY SEWER</u>

to AWWA C-111 (ANSI A21.11)

SERVICE LOCATIONS

• PVC gravity sewer pipe conforming to ASTM D-3034 for pipe diameters of 4 inch to 15 inch, or conforming to ASTM F-679 for pipe diameters of 18 inch to 48 inch, with minimum SDR of 26, and with Elastomeric gasket joints conforming to ASTM D-3212. The gasket shall comply with ASTM F-477. Sanitary services shall conform to ASTM D-2680 and D-2751 with solvent cement welded joints conforming to same.

• Cement-lined ductile iron pipe class 52, conforming to AWWA C-151 (ANSI 21.51) with push-on joints conforming

SANITARY SEWER BEDDING unitary sewers shall be installed on compacted granular crushed stone bedding, 1/4 inch to 3/4 inch in size (IDOT gradation CA-6), with a minimum thickness of one fourth of the outside pipe diameter, but not less than 4 inches nor more than 8 inches. Bedding shall extend to one foot over the top of pipe for all sanitary sewer and services. Cost for bedding shall be merged into lineal footage cost for the respective sewer pipe.

Manholes shall be 4 foot diameter precast reinforced concrete structures with eccentric cones. Cone openings shall be centered parallel to mainline flow. Structure sections and adjusting rings shall be securely sealed $ilde{\mathsf{t}}$ each other using resilient, flexible, non-hardening, preformed bituminous mastic (Ram-Nek or approved equal). Mastic shall be applied such that no surface or ground water inflow can enter the structure. All structures shall be equipped with appropriate steps, frame and lid, and if indicated shall include an internal or external chimney seal (see construction standard detail).

SANITARY PIPE MANHOLE CONNECTIONS
Sanitary sewer manhole connections shall be made with a flexible water-tight boot precast into the structure (see construction standard detail).

SANITARY SERVICES Services shall be laid to a minimum grade of 1.0 percent. The end of the service shall be sealed with a watertight plug.

SERVICE RISERS Service risers shall be used whenever the mainline sewer exceeds a depth of 12 feet (see plans).

anitary services shall be installed in a separate trench from water services, with a minimum horizontal separation of 10 feet. Sanitary sewers including manholes and service lines shall be subjected to either an infiltration test or air

test (and deflection test for flexible pipe) by the contractor. Allowable infiltration shall not exceed 200 allons per inch diameter of pipe per mile per day. Vacuum testing of manholes shall be in accordance with ASTM C-1244. Testing procedures shall be in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois. The contractor shall coordinate the testing with all applicable governmental

Main line sanitary sewer shall be televised prior to acceptance and a DVD shall be provided to applicable governmental agencies. Corrective work required shall be done immediately. Cost for televising shall be merged into the unit price for the sewer pipe.

V. <u>UNDERGROUND UTILITIES - WATER MAIN</u>

(3) feet clear of the back of curb.

Water main shall be cement-lined ductile iron pipe class 52 conforming to AWWA C-151 (ANSI A21.51). Rubber gasket joints shall conform to AWWA C-111 (ANSI A21.11). Ductile iron fittings shall conform to AWWA C-110 (ANSI A21.10). Cement lining shall conform to AWWA C-104 (ANSI A21.4).

Water main fittings (bends, elbow, tees, increasers, reducers, etc.) may or may not be specifically referenced the plans and quantities — if not, they shall be considered incidental and included in the lineal footage coast for the water main.

<u>DEPTH OF COVER - MAIN AND SERVICES</u> Minimum depth of cover from finished grade to top of water main or water service pipe shall be five and THRUST BLOCKING

detail). Retainer glands or mega-lug fittings may be substituted if permitted by the applicable governmental agency. Cost of either to be merged into lineal footage cost for the water main Water main shall be installed on compacted granular crushed stone bedding, 1/4 inch to 3/4 inch in size (IDDT

Thrust blocking shall be installed with water mains at all bends, tees, elbows, etc. (see construction standard

gradation CA-6), a minimum of 4 inches below the bottom of the pipe and extending upward to the springline (1/2 the pipe diameter). Cost for bedding shall be merged into lineal footage cost for the water main. Unless specifically noted otherwise, gate valves in accordance with the applicable governmental standard shall

be used wherever valves are called for. Valves shall be iron body, bronze mounted, parallel resilient seat valves per AWA C-509. Valves shall be rated for 300 psi test pressure and 200 psi working pressure. Valve vaults shall be used at all valve locations. Vaults shall be precast reinforced concrete structures,

Where indicated on the plan, pressure tap operations shall be done while maintaining system pressure in the existing main. The existing main shall be cleaned prior to installation of the tapping sleeve. Tapping valve shall

conform to AWWA C-500. Vault, supports, frame, and lid shall conform to the construction standard detail.

diameter as noted on the plans. Vaults shall include appropriate frames and lids (see construction standard

Hydrants shall be of the manufacture and equipped with auxiliary valves and valve boxes in accordance with the applicable governmental agency's standard. Hydrants shall be equipped with two 2 1/2 inch hose nozzle connections and one 4 1/2 inch pumper port. Hose threads shall be the standard of the applicable governmental agency. Hydrants shall open left (counter-clockwise). Hydrants shall generally be located three

Water services shall be installed in a separate trench from sanitary (or storm) services, with a minimum horizontal separation of 10 feet.

TESTING AND DISINFECTION Water mains shall be subject to a pressure test by the contractor. Hydrostatic pressure test and leakage shall be based on 150 psi for 2 hours. Chlorination for disinfection shall be in accordance with the Standard Specifications. Testing and chlorination of existing water mains (where connections are indicated on the plans) shall be considered incidental. In the event that pressure testing of existing mains fail, and such failures are attributable to pre-existing conditions not under the contractor's control, the contractor is entitled to additional payment to correct the deficiencies in the existing system.

VI. <u>UNDERGROUND UTILITIES - STORM SEWER</u>

STORM SEWER BEDDING

STORM SEWER PIPE Storm sewers and services shall be constructed of one or more of the following materials as specified on the

• Reinforced concrete pipe of the class as indicated on the plans, conforming to ASTM C-76 with trowel applied bituminous mastic compound per ASTM C-76. Where noted on the plan the joints and pipe shall incorporate flexible gaskets conforming to ASTM C-443 or ASTM C-361 in lieu of mastic (typically at water main crossings), • Cement-lined ductile iron pipe class 52, conforming to AWWA C-151 (ANSI 21.51) with push-on joints conforming

to AWWA C-111 (ANSI A21.11) • PVC gravity sewer pipe conforming to ASTM D-3034 (for pipe diameters of 4 inch to 15 inch) or conforming to ASTM F-679 (for pipe diameters of 18 inch to 48 inch). All pipe shall be SDR 35 or stronger, with elastomeric gasket joints conforming to ASTM D-3212.

Storm sewers shall be installed on compacted granular crushed stone bedding, 1/4 inch to 3/4 inch in size (IDDT gradation CA-6), with a minimum thickness of one fourth of the outside pipe diameter, but not less than 4 inches nor more than 8 inches. Bedding shall extend upward to the springline of the pipe for concrete and ductile iron pipe, and one foot over the top of the pipe for PVC pipe and CMP pipe. Cost for bedding shall be merged into lineal footage cost for the respective sewer pipe. INLETS, CATCH BASINS, AND MANHOLES

all structures shall be pre-cast reinforced concrete (see construction standard details). Structure sections

and adjusting rings shall be securely sealed to each other with flexible bituminous mastic. Gaps at pipe connections shall be filled and securely sealed with non-shrink hydraulic cement mortar. Frames and grates (or lids) shall be as noted on the plans and shall be securely grouted with non-shrink hydraulic cement mortar.

End sections shall be pre-cast reinforced concrete flared end sections with an end block footing in accordance with the construction standard details (or CMP metal end section as appropriate). Flared end sections for sewers 12 inches or greater shall include a safety grating per the construction standard

SPECIAL STRUCTURES called for on the plans, special structures (headwalls, boxes, etc.) shall be in accordance with the construction standard details.

VII. PAVEMENT, CURBS, AND SIDEWALKS

course prior to surface course placement.

GENERAL STANDARDS Unless specifically modified below, all pavement, curb, and sidewalk construction shall be done in accordance with the applicable sections of the "Standard Specifications for Road and Bridge Construction in Illinois," as published by IDOT, latest edition.

SUBGRADE PREPARATON The subgrade for roadways, pavement, and/or curbs and walks shall be finished by the excavation contractor to within 0.1 foot, plus or minus, of plan elevation. The paving contractor shall confirm the proper preparation of the rough subgrade, or notify the owner and engineer in writing of any discrepancies. Prior to placement of base material, the paving contractor shall fine grade the subgrade to insure proper thicknesses for all

base and pavement courses. Bituminous Pavement shall consist of the sub-base course, base course, hot-mix asphalt binder course, and hot-mix asphalt surface course, of the thickness and materials as specified on the plans. The maximum size apprenate for the hot-mix surface course mixture shall be 3/8 inches. A prime coat shall be applied to the sub-base course (or base course) as indicated on the plans. A tack coat shall be applied to the binder

WEATHER REQUIREMENTS FOR BITUMINOUS PAVING Hot-mix binder shall be placed only when the ambient air temperature is at least 40 degrees Fahrenheit and the forecast is for rising temperatures. Hot-mix surface shall be placed when the ambient air temperature is at least 45 degrees Fahrenheit and the forecast is for rising temperatures.

After installation of the base course, all traffic shall be kept off the base until the binder course is placed. After installation of the binder course and upon completion of inspection and approval by the owner, the binder shall be cleaned, a tack coat shall be applied at a rate of 0.05 gal/square yard (cost incidental), and the surface course shall be placed. All damaged areas in the binder, base or curb shall be repaired prior

REINFORCED CONCRETE PAVEMENT Concrete pavement and base course shall be of the thickness as shown on the plans. All concrete pavement shall be reinforced with 6 inch \times 6 inch No. 6 welded wire fabric. All concrete pavement shall be broom finished. Contraction joints shall be sawcut immediately after pavement installation and initial curing.

Joints for concrete pavement shall be determined by contractor in the field using best practices. Maximum distance between joints shall be 15 feet. Jointing shall follow the American Concrete Pavement Association Publication "Proper use of Isolation and Expansion Joints in Concrete Pavements."

CONCRETE CURB AND GUTTER Combination curb and gutter shall be as detailed on the plans, underlain with the specified base course. Pre-molded fiber expansion joints (3/4 inch thick) with 3/4 inch x 8 inch plain round steel dowel bars shall be installed at 60 foot intervals and at all P.C.'s, P.T.'s, curb returns, and at the end of each pour. Alternate ends of the dowel bars shall be greased and fitted with metal expansion tubes. Fiber expansion joints 3/4 inch shall also be used wherever sidewalk abuts the curb. Contraction joints shall be sawcut at 15 foot intervals. wo (2) reinforcing bars (No. 4), 10 feet long, shall be installed wherever curb and gutter crosses utility trenches or service lines. Curbs shall be depressed at all locations where public walks or pedestrian paths intersect curb lines (ADA Requirements - see construction standard details). Concrete curb and gutter shall

be placed and vibrated to eliminate any honey-combing. idewalks and base course shall be of the thickness and dimensions as shown on the plans. Sidewalks crossing driveways shall be reinforced with 6 inch x 6 inch No. 6 welded wire mesh. Sidewalks crossing utility trenches shall be reinforced with three (3) No. 4 reinforcing bars 10 feet long, centered over the trench crossing.

Curing and weather protection of all concrete surfaces (pavement, curb, sidewalk) shall be per the standard specifications.

Testing of all pavement courses, curbs, and concrete shall be done by a qualified testing firm employed by

PAINTED PAVEMENT MARKINGS Painted pavement markings and symbols shall be installed in the color and location as shown on the plan, and conforming to the standard specifications. Markings and symbols shall only be applied when the temperature is

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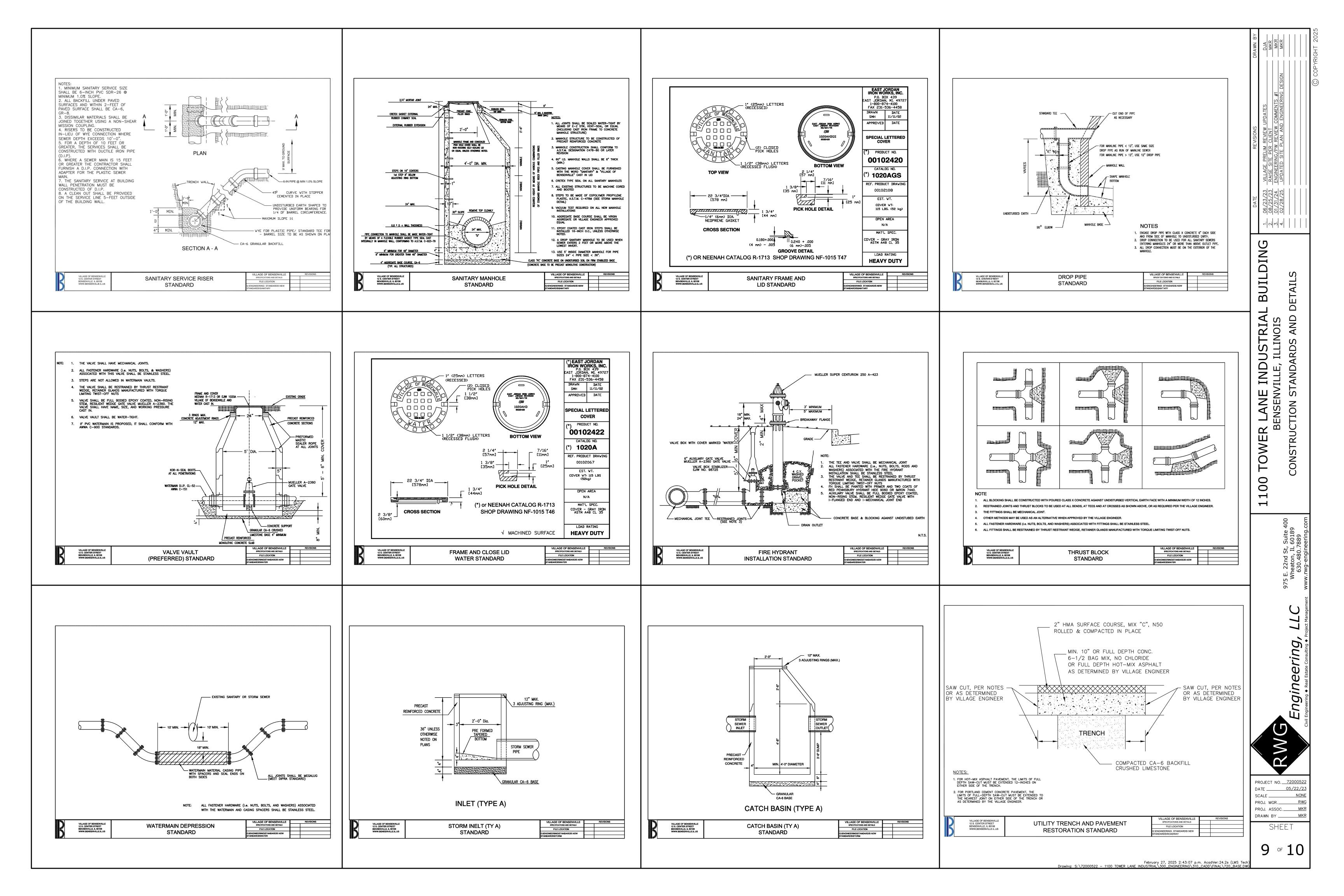
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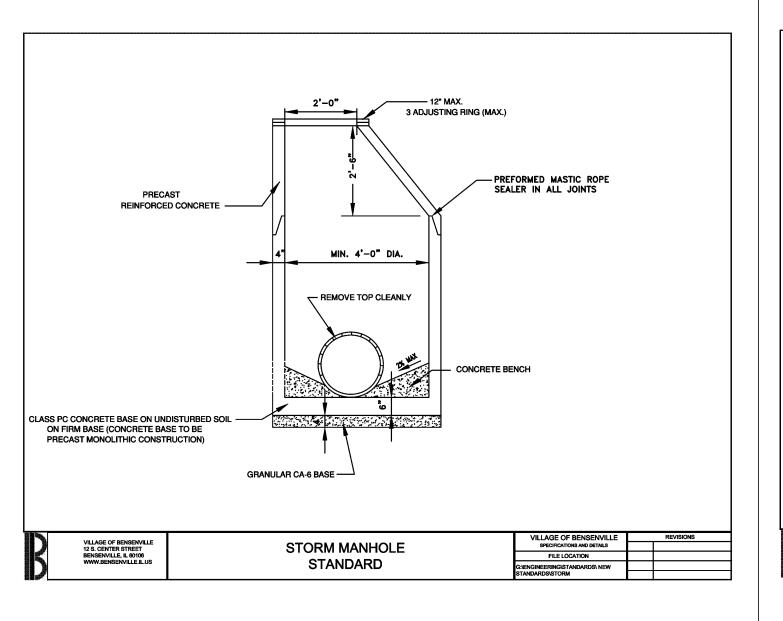
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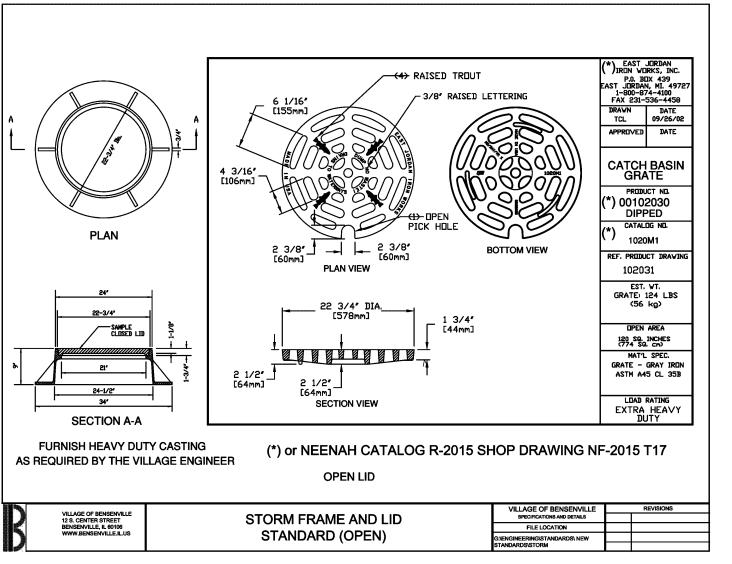
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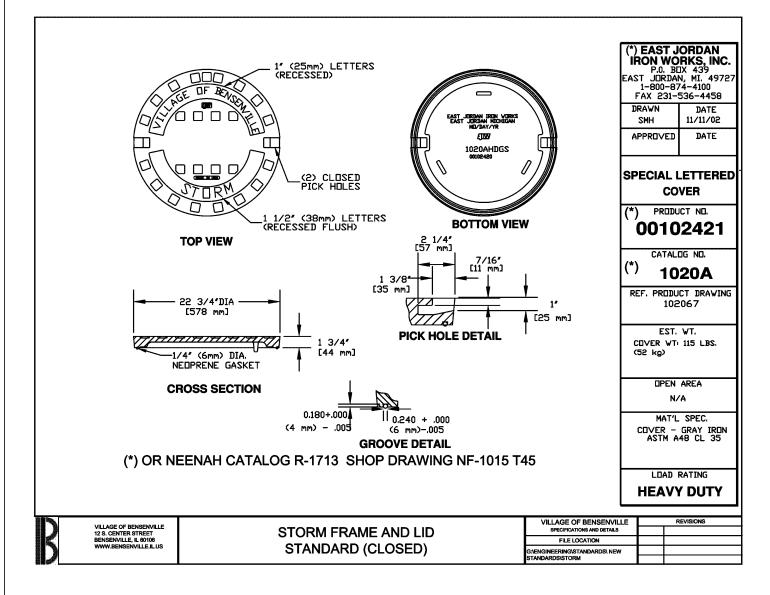
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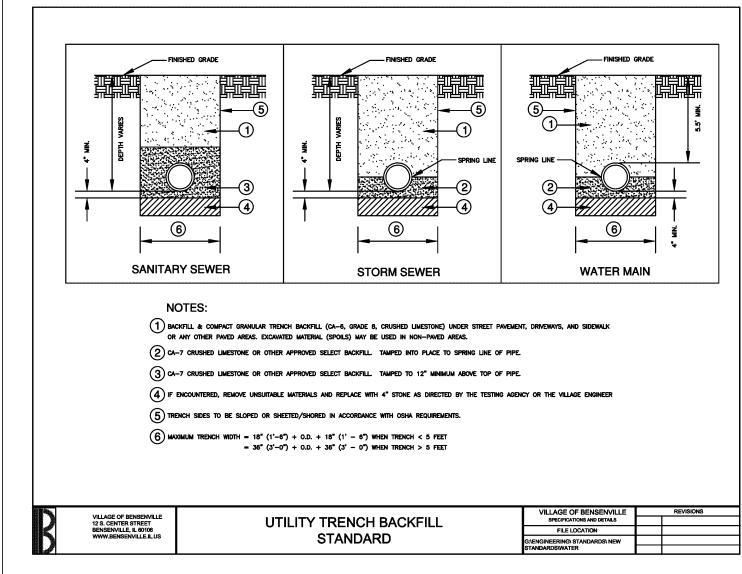
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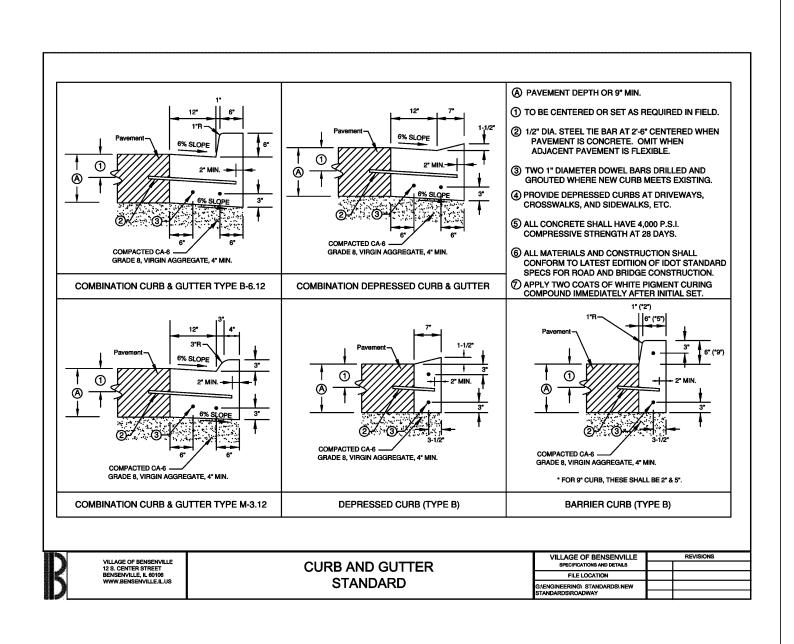


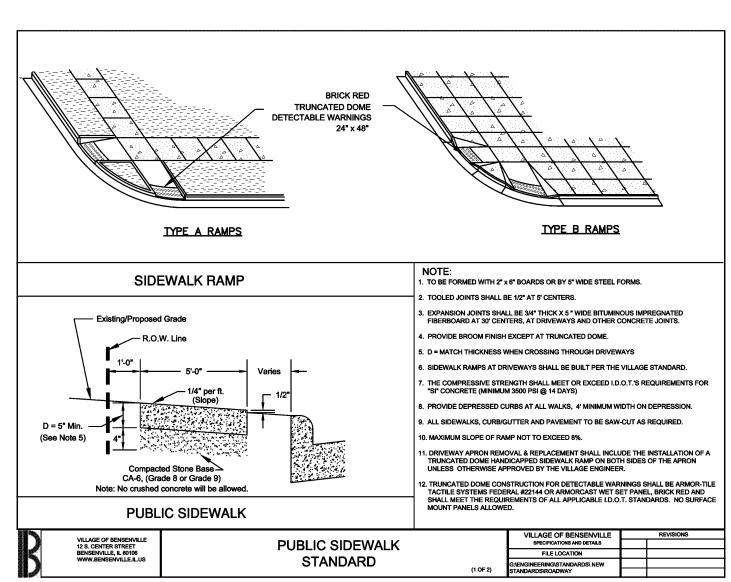


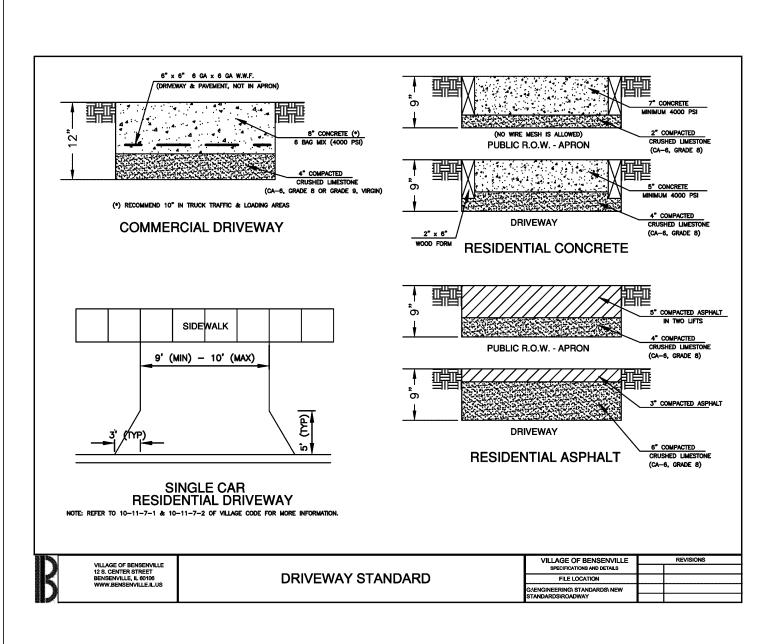


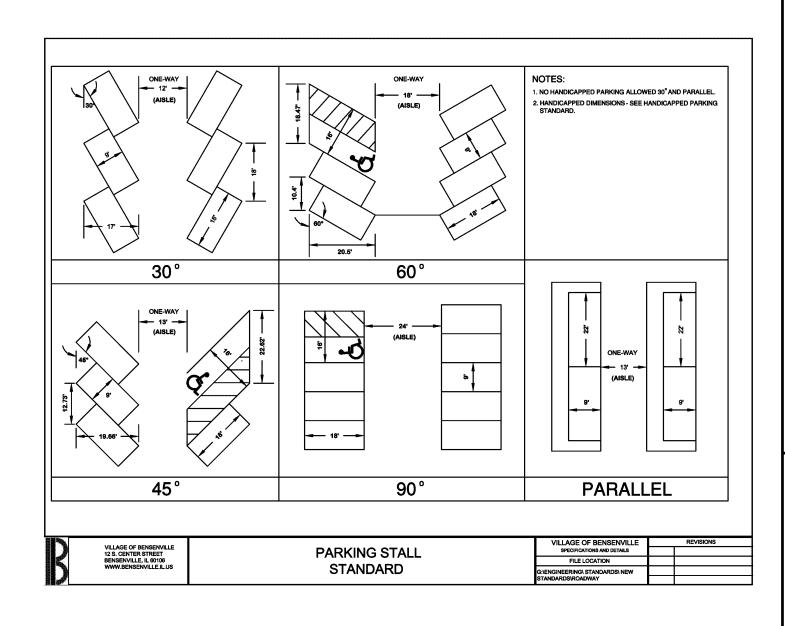


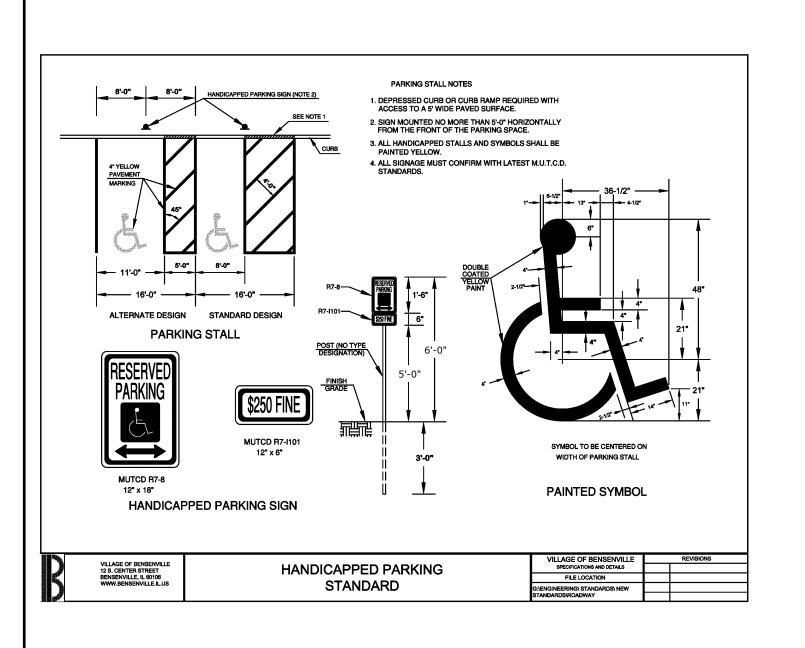


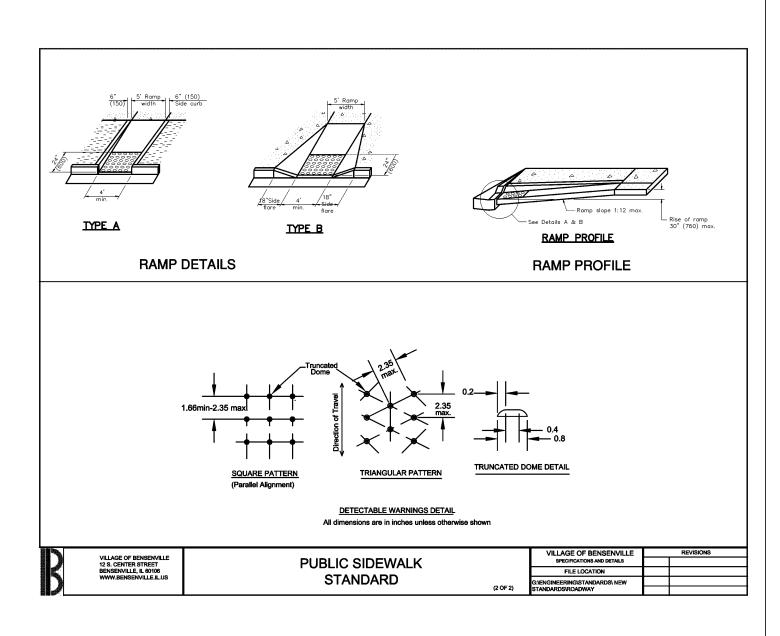


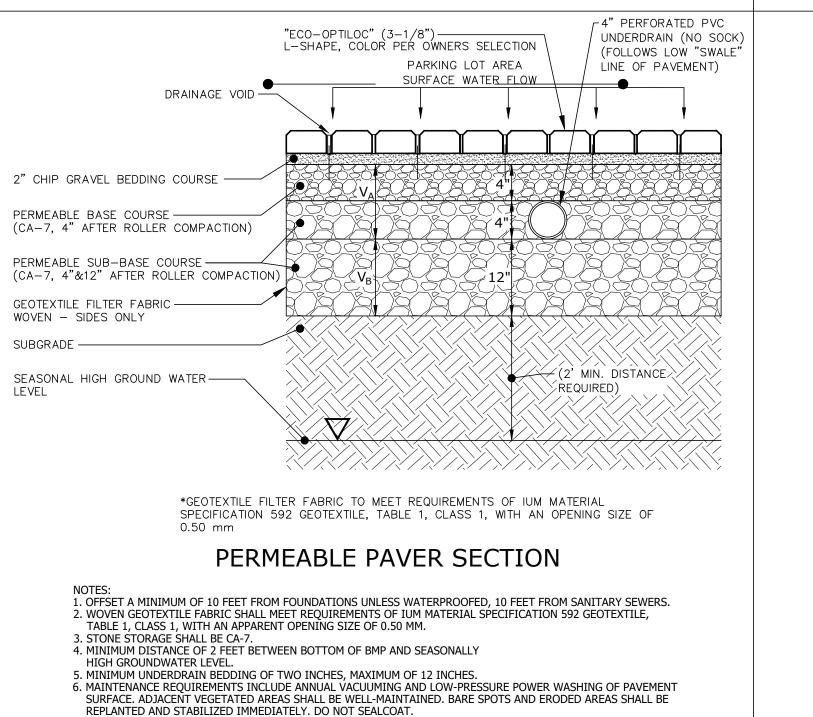


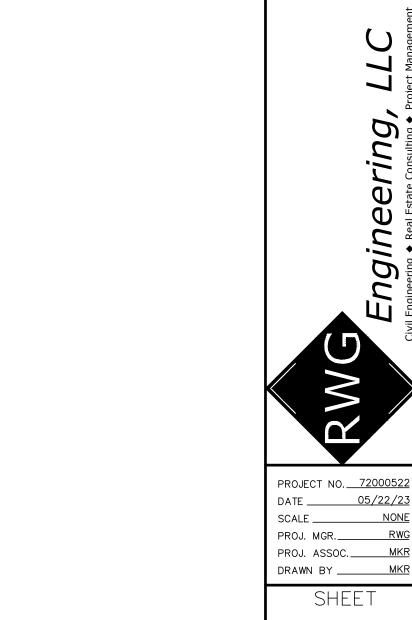












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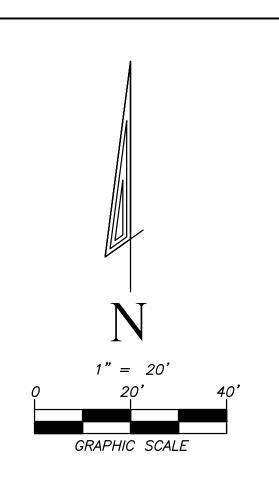
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→> → Sanitary Manhole Manhole — w → w — Water Valve Vault Storm Catch Basin/Inlet Fire Hydrant B-Box Light Pole Lamp or Spotlight Traffic Signal Pole Utility Pole W/Overhead Wire Anchor for Power Pole Traffic Sign Concrete Filled Post Electric Manhole

Electric Vault

Electric Transformer

Cable TV Manhole Cable TV Pedestal Cable TV Vault Telephone Manhole Telephone Pedestal Telephone Marker Telephone Vault Gas Marker (Ē) Fiber Optic Manhole Vault © Gas Test Station Pedestrian Crossing Signal Handicap Parking Space Tree W/Trunk Diameter

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Underground Electric Lines Per Paint Markings Underground Telephone Lines Per Paint Markings Underground Gas Lines Per Paint Markings Per Paint Markings Per Paint Markings Depressed Curb Destination Unknown No Parking Area

Underground Fiber Optic Lines Underground Water Lines Finished Floor Elevation Back of Curb Elevation Gutter Elevation $\times_{\mathsf{xxx.xx}}$ Hard Surface Elevation Ground Elevation

1236 MARK STREET, BENSENVILLE, ILLINOIS 60106 (630) 595-2600 Fax (630) 595-4700 e-mail: tmolloy@ejmolloy.com TOPOGRAPHIC SURVEY

EDWARD J. MOLLOY & ASSOCIATES

A DIVISION OF THOMAS A. MOLLOY, LTD. — PROFESSIONAL LAND SURVEYING

THAT PART OF THE EAST 1/2 OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 32 IN ELK GROVE INDUSTRIAL PARK UNIT 13, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 3, AFORESAID; THENCE NORTH 01 DEGREES 42 MINUTES 10 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 32, 563.41 FEET TO A POINT FOR A POINT OF BEGINNING OF THE LAND HERÉIN DESCRIBED; THENCE CONTINUING NORTH 01 DEGREES 42 MINUTES 10 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, BEING IDENTICAL WITH THE EAST LINE, AND SAID LINE EXTENDED, OF LOT 14 IN ELK GROVE INDUSTRIAL PARK UNIT 3, BEING A SUBDIVISION IN SAID SECTION 3, 395.87 FEET TO AN INTERSECTION WITH A LINE 846.0 FEET (AS MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH SAID SOUTH LINE OF MARK STREET AS DEDICATED BY THE PLAT RECORDED NOVEMBER 16, 1973 AS DOCUMENT R73-70972; THENCE DUE EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 315.0 FEET TO THE WEST LINE OF TOWER LANE AS DEDICATED BY PLAT RECORDED OCTOBER 11, 1977 AS DOCUMENT R77-92285; THENCE DUE SOUTH ALONG SAID WEST LINE OF TOWER LANE, 274.73 FEET TO A POINT OF CURVATURE; THENCE CONTINUING SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID TOWER LANE, BEING A CURVED LINE CONVEXED TO THE SOUTHWEST, HAVING A RADIUS OF 99.50 FEET AND BEING TANGENT TO SAID LAST DESCRIBED STRAIGHT LINE AT SAID LAST DESCRIBED POINT, AN ARC LENGTH OF 89.96 FEET; THENCE SOUTH 38 DEGREES 11 MINUTES 38 SECONDS WEST, 66.65 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 50 SECONDS WEST 323.67 FEET TO THE POINT OF BEGINNING,

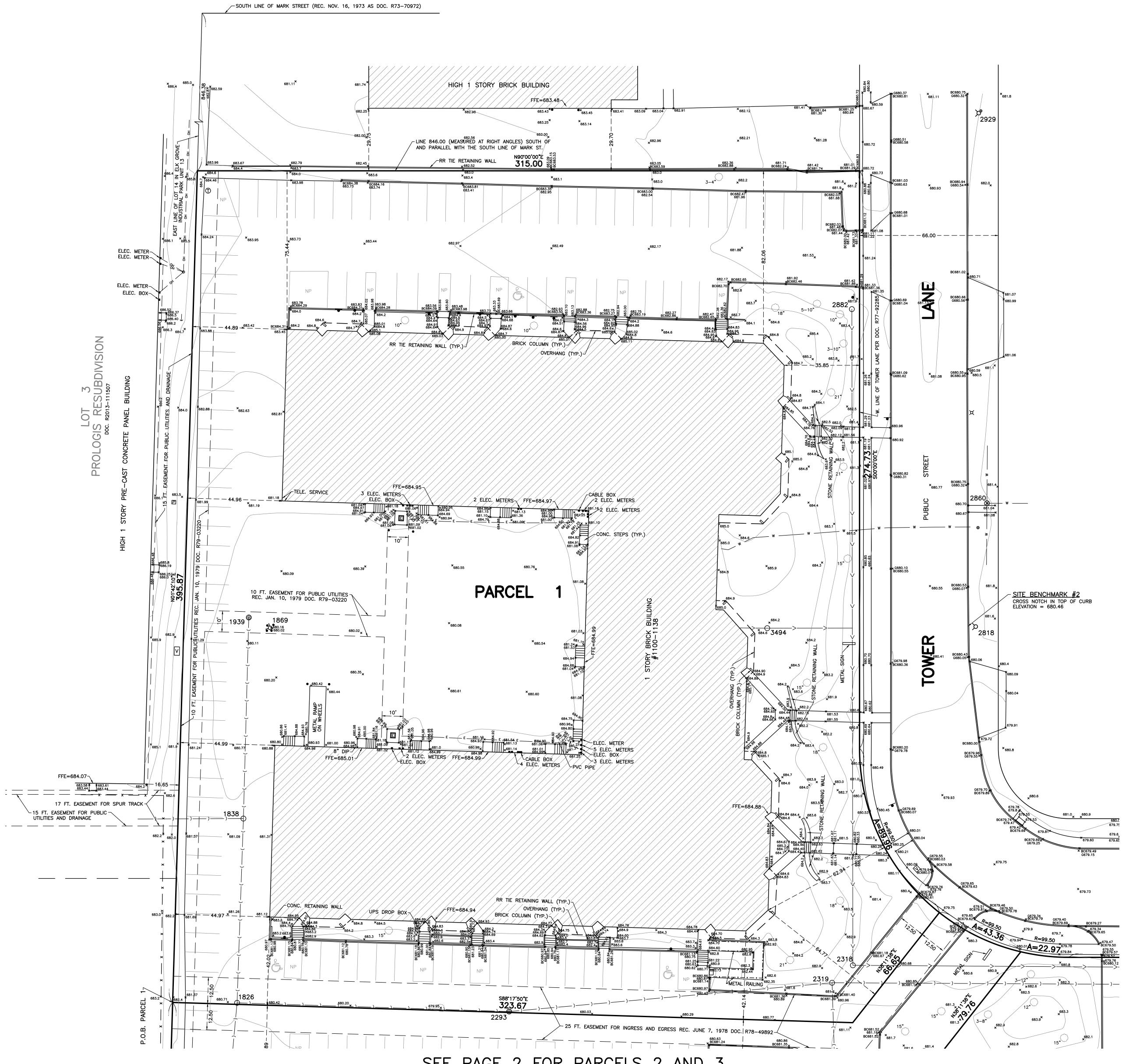
THAT PART OF THE EAST 1/2 OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 32 IN ELK GROVE INDUSTRIAL PARK UNIT 13, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 3, AFORESAID; THENCE NORTH 01 DEGREES 42 MINUTES 10 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 32, 167.0 FEET TO A POINT FOR A POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH 01 DEGREES 42 MINUTES 10 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, BEING IDENTICAL WITH THE EAST LINE, AND SAID LINE EXTENDED, OF LOT 14 IN ELK GROVE INDUSTRIAL PARK UNIT 3, BEING A SUBDIVISION IN SAID SECTION 3, 396.41 FEET; THENCE SOUTH 88 DEGREES 17 MINUTES 50 SECONDS EAST, 323.67 FEET; THENCE NORTH 38 DEGREES 11 MINUTES 38 SECONDS EAST, 66.65 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF TOWER LANE AS DEDICATED BY PLAT RECORDED OCTOBER 11, 1977 AS DOCUMENT R77-92285; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID TOWER LANE, BEING A CURVED LINE CONVEXED TO THE SOUTHWEST, HAVING A RADIUS OF 99.50 FEET, AN ARC LENGTH OF 43.36 FEET TO A POINT; THENCE SOUTH 38 DEGREES 11 MINUTES 38 SECONDS WEST, 79.76 FEET; THENCE SOUTH 01 DEGREES 42 MINUTES 10 SECONDS WEST, 379.60 FEET TO THE FUTURE NORTHERLY RIGHT OF WAY LINE OF THE ELGIN-O'HARE EXPRESSWAY, BEING A STRAIGHT LINE DRAWN FROM THE AFOREMENTIONED POINT OF BEGINNING TO A POINT 280.0 FEET NORMALLY DISTANT NORTHEASTERLY OF THE EXISTING NORTHERLY LINE OF S. A. ROUTE 26 (THORNDALE AVENUE) AT A POINT ON SAID EXISTING NORTHERLY LINE, 275.0 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID LINE WITH THE WEST LINE OF S. A. ROUTE 83; THENCE NORTH 86 DEGREES 29 MINUTES 12 SECONDS WEST ALONG SAID FUTURE NORTHERLY RIGHT OF WAY LINE, 355.35 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

THAT PART OF THE EAST 1/2 OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 32 IN ELK GROVE INDUSTRIAL PARK UNIT 13, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 3, AFORESAID; THENCE NORTH 01 DEGREES 42 MINUTES 10 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 32, 167.00 FEET; THENCE SOUTH 86 DEGREES 29 MINUTES 12 SECONDS EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF THE ELGIN-O'HARE EXPRESSWAY AS DESCRIBED IN DOCUMENT R78-65382, BEING A STRAIGHT LINE DRAWN FROM SAID LAST DESCRIBED POINT TO A POINT HEREINAFTER REFERRED TO AS POINT "A" BEING 280.00 FEET, NORMALLY DISTANT, NORTHEASTERLY OF THE EXISTING LINE OF S.A. ROUTE 26 (THORNDALE AVENUE) AT A POINT ON SAID EXISTING NORTHERLY LINE, 275.00 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID LINE WITH THE WEST LINE OF STATE ROUTE NO. 83, 355.35 FEET TO A POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTH 01 DEGREES 42 MINUTES 10 SECONDS EAST, 379.60 FEET; THENCE NORTH 38 DEGREES 11 MINUTES 38 SECONDS EAST, 79.76 FEET TO THE SOUTHERLY LINE OF TOWER LANE AS DEDICATED BY PLAT RECORDED OCTOBER 11, 1977 AS DOCUMENT R77-92285; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID TOWER LANE, BEING A CURVED LINE CONVEX TO THE SOUTH AND HAVING A RADIUS OF 99.50 FEET, AN ARC DISTANCE OF 22.97 FEET TO A POINT OF TANGENCY; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID TOWER LANE, 305.70 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID TOWER LANE, BEING A CURVED LINE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED STRAIGHT LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 79.28 FEET TO THE WEST LINE OF STATE ROUTE NO. 83; THENCE SOUTH 00 DEGREES 50 MINUTES 47 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, 379.82 FEET TO A POINT ON SAID WEST LINE OF STATE ROUTE NO. 83, 365.00 FEET NORTHERLY OF THE INTERSECTION OF SAID LINE WITH THE EXISTING NORTHERLY LINE OF S.A. ROUTE 26 (THORNDALE AVENUE); THENCE SOUTH 49 DEGREES 15 MINUTES 13 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY OF ELGIN-O'HARE EXPRESSWAY, AS DESCRIBED IN SAID DOCUMENT R78-65382, 66.38 FEET TO AN INTERSECTION WITH A LINE DRAWN FROM THE AFOREMENTIONED POINT "A" TO A POINT ON THE WEST LINE OF STATE ROUTE NO. 83, 315.00 FEET NORTHERLY OF THE INTERSECTION OF SAID WEST LINE WITH EXISTING NORTHERLY LINE OF S.A. ROUTE 26 (THORNDALE AVENUE); THENCE NORTH 82 DEGREES 20 MINUTES 20 SECONDS WEST ALONG SAID LAST DESCRIBED FUTURE NORTHERLY RIGHT OF WAY LINE OF ELGIN-O'HARE EXPRESSWAY, 149.68 FEET TO THE AFOREMENTIONED POINT "A"; THENCE NORTH 86 DEGREES 29 MINUTES 12 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF ELGIN-O'HARE EXPRESSWAY, 235.25 FEET TO THE POINT OF

PARCEL 1 COMMONLY KNOWN AS: 1100-1138 TOWER LANE, BENSENVILLE, ILLINOIS PARCEL 2 COMMONLY KNOWN AS: 1050-1098 TOWER LANE, BENSENVILLE, ILLINOIS PARCEL 3 CONNONLY KNOWN AS: 1000 TOWER LANE, BENSENVILLE, ILLLINOIS

IN DUPAGE COUNTY, ILLINOIS.

BEGINNING, IN DUPAGE COUNTY, ILLINOIS.



SEE PAGE 2 FOR PARCELS 2 AND 3

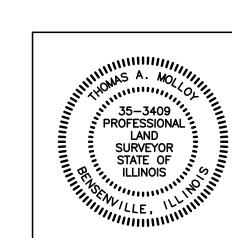
CBN 1320 INL 340 INL 594 INL 730 MHL 1838 RIM = 682.22RIM= 678.33 RIM = 677.93RIM = 679.22RIM = 680.97INV.=676.25 15" RCP (N) INV.=676.32 15" RCP (S) INV.= UNABLE TO OBTAIN W. INV. INV.=674.23 15" RCP (S) INV.=676.67 10" RCP (N) INV.=673.98 18" RCP (S) INV.=673.95 24" RCP (N) INV.=676.29 15" RCP (E) INV.=675.47 24" RCP (W) D.U. INV.=675.32 24" RCP (S) WVV 731 MHL 341 INL 1465 RIM = 682.72RIM = 679.20INL 595 HYD 1869 INV.=UNABLE TO OBTAIN S. INV. T/P=WATER & MUD FILLED RIM = 687.01INV.=677.61 15" RCP (N) GRADE RING=680.30 INV.=672.22 36" RCP (E,W) RIM = 678.36INV.=674.38 15" RCP (S) INV.=674.31 18" RCP (N) MHL 739 CBN 1939 MHL 365 MHL 1466 RIM = 678.85NM= 678.85 INV.=673.15 15" RCP (W) INV.=673.20 24" RCP (N) INV.=673.05 24" RCP (S) RIM = 687.80RIM = 680.53RIM = 679.67CBN 597 INV.=671.85 36" RCP (E,W) INV.=677.40 15" RCP (S) INV.=677.67 10" RCP (S) INV.=673.98 36" RCP (E,W) RIM = 676.76INV.=675.18 15" RCP (E) CBN 2293 INL 400 HYD 814 INL 1517 RIM = 679.58RIM = 679.45INV.=671.28 36" RCP (W) INV.=671.23 36" RCP (E) HYD 628 INV.=947.62 24" RCP (E,W) GRADE RING=679.65 RIM = 688.22INV.=680.52 15" RCP (N) GRADE RING=680.09 INL 815 MHL 2318 INL 406 MHL 631 MHL 1518 RIM = 678.59RIM = 681.43INV.=676.07 12" RCP (N) INV.=675.89 12" RCP (S) RIM = 679.22RIM= 679.14 RIM = 688.79INV.=671.46 8" CLAY (N,E) INV.=UNABLE TO OBTAIN E. INV. INV.=671.52 36" RCP (W) INV.=661.54 8" PVC (S) INV.=661.14 12" PVC (N,E) INV.=680.19 15" RCP (S INV.=676.74 36" RCP (E MHL 2319 INV.=670.92 36" RCP (S) INV.=677.49 36" RCP (W) RIM = 681.83INL 659 INV.=674.33 8" RCP (S) RIM = 678.62MHL 422 HYD 1546 INV.=675.33 12" RCP (N) INV.=675.29 12" RCP (S) INV.=673.73 24" RCP (W) INV.=673.66 36" RCP (E) RIM= 678.77 INV.=673.07 24" RCP (S) INV.=672.47 24" RCP (N) GRADE RING=687.58 RIM = 682.66INV.=665.91 8" PVC (N,W) SAN 1549 HYD 2818 HYD 425 INL 660 GRADE RING=680.83 RIM = 680.21INV.=670.27 8" CLAY (E,W) INV.=677.71 8" PVC (E,W) GRADE RING=691.19 RIM = 676.90INV.=672.00 27" RCP (N) WVV 2860 WW 427 CBN 1572 CBN 924 RIM= 681.06 INL 661 RIM = 680.07RIM = 681.73T/P=674.53 FLOODED INV.=675.08 24" RCP (W) INV.=674.48 12" RCP (NE) D.U. INV.=680.27 6" PVC (S) D.U. INV.=680.23 6"CLAY (W) D.U. T/P=673.81 FLOODED RIM= 677.11 INV.=671.88 27" RCP (S) INV.=670.99 60" RCP (E,W) D.U. MHL 2882 INL 461 RIM = 681.83CBN 965 HYD 1689 INV.=674.43 8" CLAY (S) RIM = 678.98INL 663 INV.=675.76 12" RCP (W) GRADE RING=681.75 RIM = 679.34INV.=675.74 15" RCP (W) RIM = 677.56HYD 2929 INV.=672.60 27"RCP (S) INV.=675.69 24" RCP (E) INL 566 CBN 1794 GRADE RING=681.41 RIM = 678.57RIM = 680.14INV.=674.97 15" RCP (N) INV.=677.84 6" PVC (S) D.U. INV.=677.68 10" RCP (N) MHL 684 HYD 1042 CBN 3012 GRADE RING=684.48 RIM = 679.01RIM = 679.23INV.=661.43 12"PVC (N,W,S) WW 587 INV.=677.10 4" PVC (S) D.U. CBN 1313 MHL 1826 INV.=677.03 4"PVC (N) D.U. INV.=676.95 8" RCP (N) RIM = 680.39T/P=671.13 FLOODED INL 723 RIM = 680.62RIM = 679.26RIM= 679.26 INV.=676.86 12" RCP (E) INV.=676.81 12" RCP (SE) D.U. INV.=676.76 15" RCP (N) INV.=676.72 10" RCP (S) RIM= 677.50 INV.=673.87 15" RCP (N) INV.=674.30 15" RCP (E) INV.=676.42 24" RCP (N MHL 3494 INV.=676.27 24" RCP (E) RIM = 684.08INV. = 679.43 6" CLAY (E,W)

TAX PARCEL PERMANENT INDEX NUMBERS: PARCEL 1: 03-03-400-025 PARCEL 2: 03-03-400-026 PARCEL 3: 03-03-400-028

AREA STATEMENT:
PARCEL 1: 130,368 SQUARE FEET OR 2.9928 ACRES PARCEL 2: 145,353 SQUARE FEET OR 3.3368 ACRES PARCEL 3: 193,040 SQUARE FEET OR 4.4316 ACRES TOTAL: 468,761 SQUARE FEET OR 10.7613 ACRES

REFERENCE BENCHMARKS: DUPAGE COUNTY BENCHMARK COO DUP83 3A LOCATED ON THE SOUTH SIDE OF DEVON AVENUE, APPROXIMATELY 330 FEET WEST OF THE INTERSECTION OF SPURCE AVENUE AND DEVON AVENUE. ELEVATIONS = 673.15 (NAVD88)

DUPAGE COUNTY BENCHMARK U 132 RESET LOCATED ON THE NORTHEAST SIDE OF A "T" INTERSECTION OF THORNDALE ELEVATION = 703.19 (NAVD88)



STATE OF ILLINOIS COUNTY OF DUPAGE) THOMAS A. MOLLOY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR HEREBY CERTIFY THAT A TOPOGRAPHIC SURVEY HAS BEEN MADE UNDER MY DIRECTION OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THE PLAT HEREON DRAWN IS A REPRESENTATION OF SAID SURVEY, DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF, DATE OF LAST FIELD WORK: MARCH 21, 2019. SIGNED AT BENSENVILLE, ILLINOIS THIS 26TH DAY OF MARCH , A.D. 2019 EDWARD J. MOLLOY AND ASSOCIATES, A DIVISION OF THOMAS A. MOLLOY, LTD. AN ILLINOIS PROFESSIONAL DESIGN FIRM — LICENSE NO. 184—004840

AVENUE AND SIVERT DRIVE.

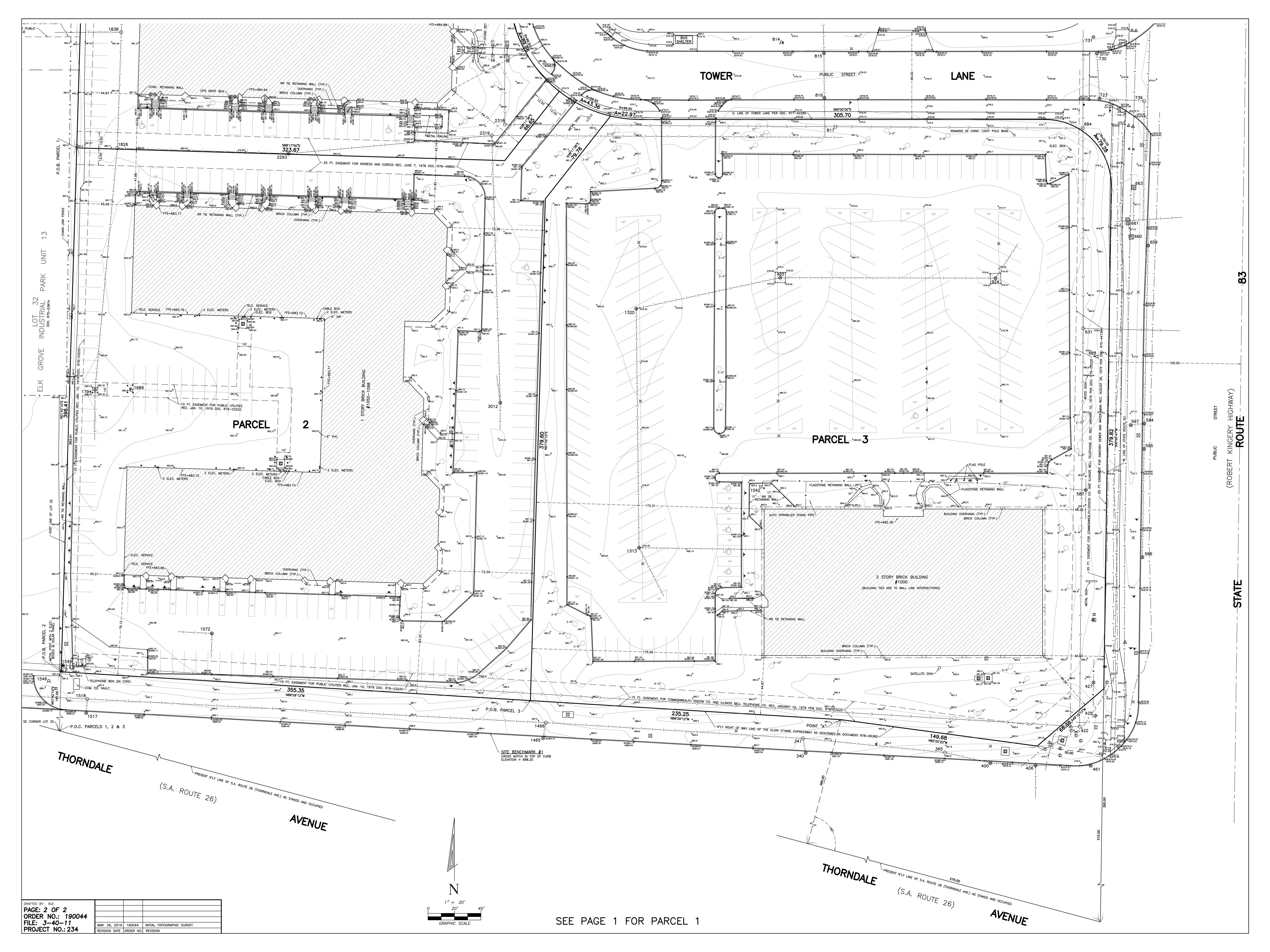
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FILE: 3-40-11

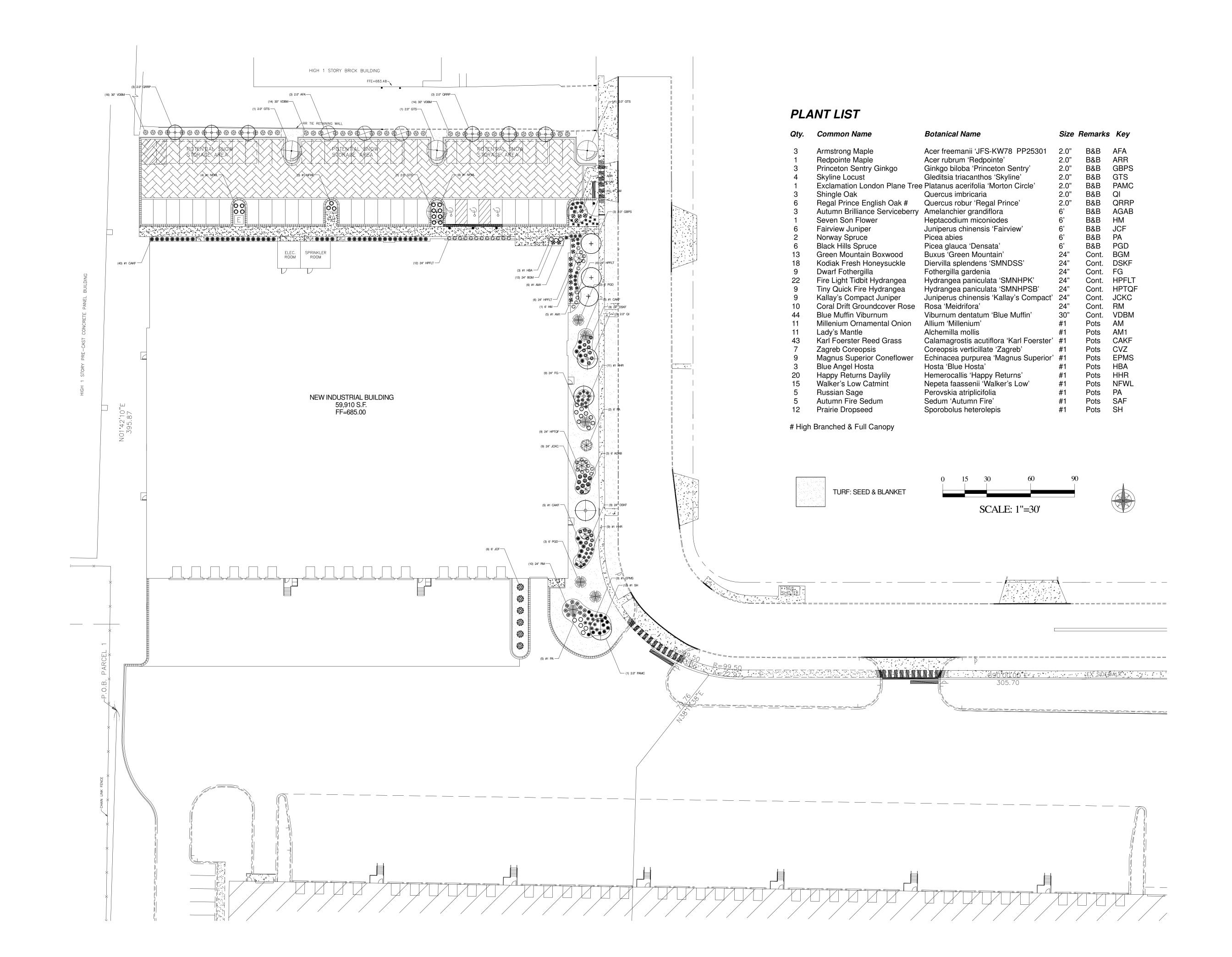
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ORDER NO.: 190044

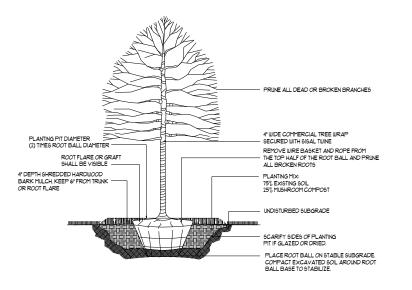


TOWER

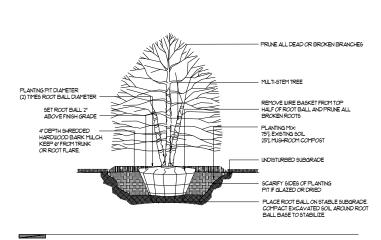




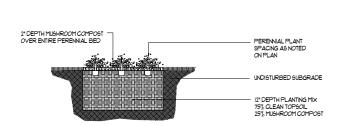




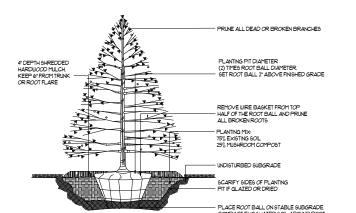
DETAIL DECIDUOUS TREE PLANTING



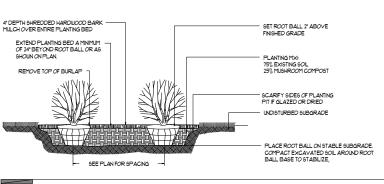
DECIDUOUS ORNAMENTAL TREE PLANTING



DETAIL PERENNIAL PLANTING



DETAIL
EVERGREEN TREE PLANTING



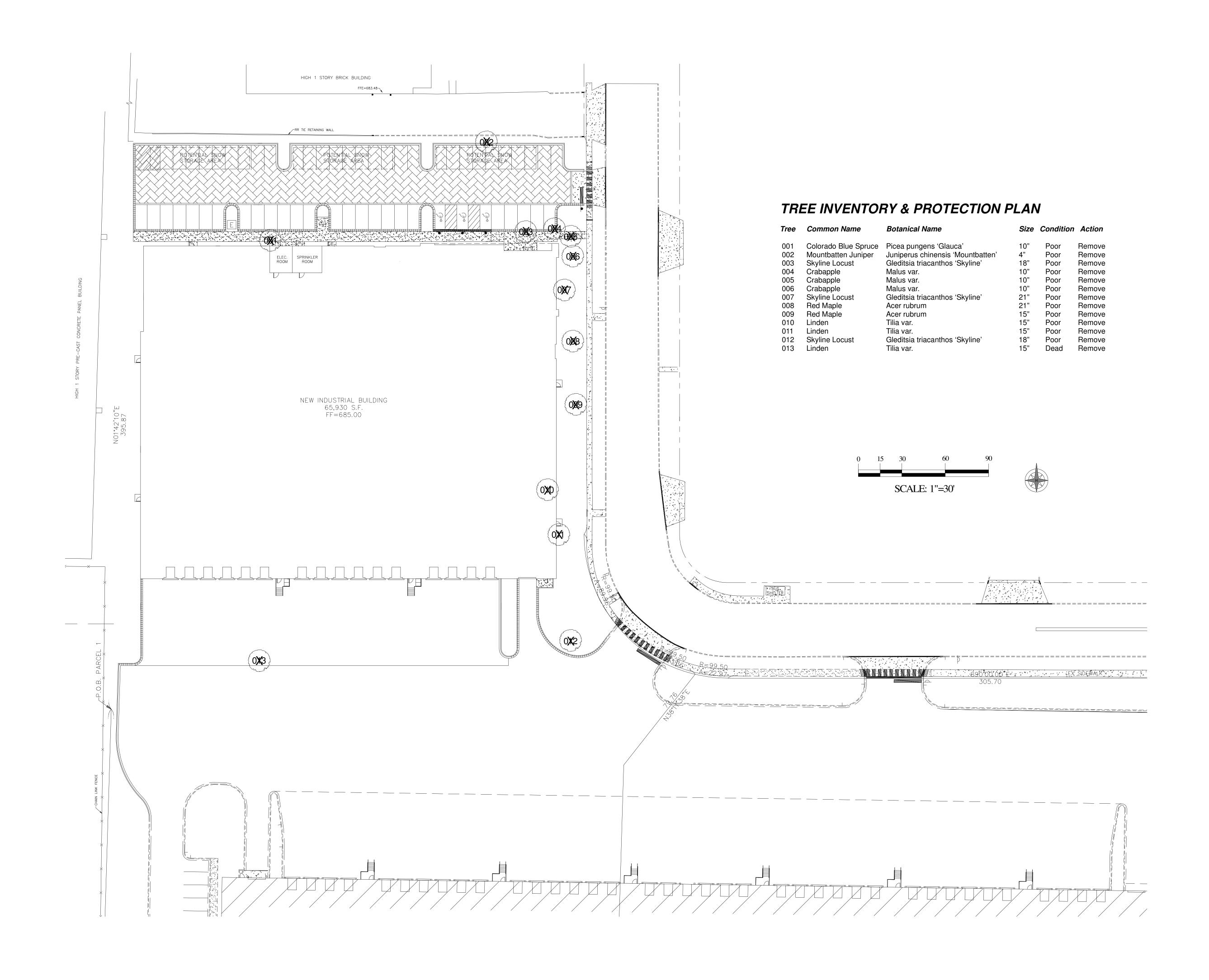
DETAIL
SHRUB PLANTING

NOTES:

- 1) The Landscape Contractor shall provide and install all plant materials in the quantities and sizes sufficient to complete planting as shown on the Landscape Plans. All plants shall comply with the requirements of the current American Standard for Nursery Stock published by The American Nursery and Landscape Association. Plants shall meet size, genus, species and variety and be in good health, free of insects, diseases or defects. No "park grade" materials shall be accepted. Trees not exhibiting a central (or single) leader will be rejected unless noted in the plant list as multi-stem. Quantity lists are supplied for convenience. The Landscape Contractor shall verify all quantities and, in case of a discrepancy, the drawn plan shall prevail over the plant list. No plants are to be changed of substituted without approval of the Owner or a representative of James Dowden & Associates, Inc.
- 2) All plants shall be watered during the first 24-hour period following installation. A watering schedule must be agreed upon with the Owner (before plantings are installed) of whom, when and how plant materials are to be properly watered. The Landscape Contractor shall verify proper watering is being done for the establishment and health of all plant materials. The Landscape Contractor shall warranty all plant materials for one year from the time of installation and project
- 3) Plants shall be balled and burlapped unless otherwise noted on the Landscape Plans. No root bound materials shall be accepted and all synthetic or plastic materials shall be removed at the time of planting. It is the option of the Landscape Contractor to roll back burlap from the top of the root ball.
- 4) Recommended mulch depth is four inches (4") of shredded hardwood bark. The Landscape Contractor shall avoid overmulching and the creation of "mulch volcanoes." Mulch Beds shall extend a minimum of two feet (2') beyond the center of a tree or shrub. Mulch must be pulled back at least two inches (2') from the base of a tree so the base of the trunk and
- 5) Prepare all perennial beds with one cubic yard of garden compost per 100 sf and the compost shall be rototilled to an 8"
- 6) All plants shall be set plumb. It is the option of the landscape contractor to stake deciduous trees but it is also the responsibility of the Landscape Contractor to guarantee the plants remain plumb until the end of the guarantee period.
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PREMIUM BLUEGRASS SEED MIX (4-5 LBS/1000 S.F.)

MIX %	SEED	GERMINATION	ORIGIN
22.82%	AWARD KENTUCKY BLUEGRASS	85%	OR
22.22%	NuGLADE KENTUCKY BLUEGRASS	85%	OR/WA
17.79%	JACKPOT KENTUCKY BLUEGRASS	85%	OR/WA
16.11%	EVEREST KENTUCKY BLUEGRASS	85%	OR
9.98%	FIESTA 4 PERENNIAL RYEGRASS	90%	MN
9.97%	HANCOCK PERENNIAL RYEGRASS	90%	MN
1.11%	INERT MATTER		

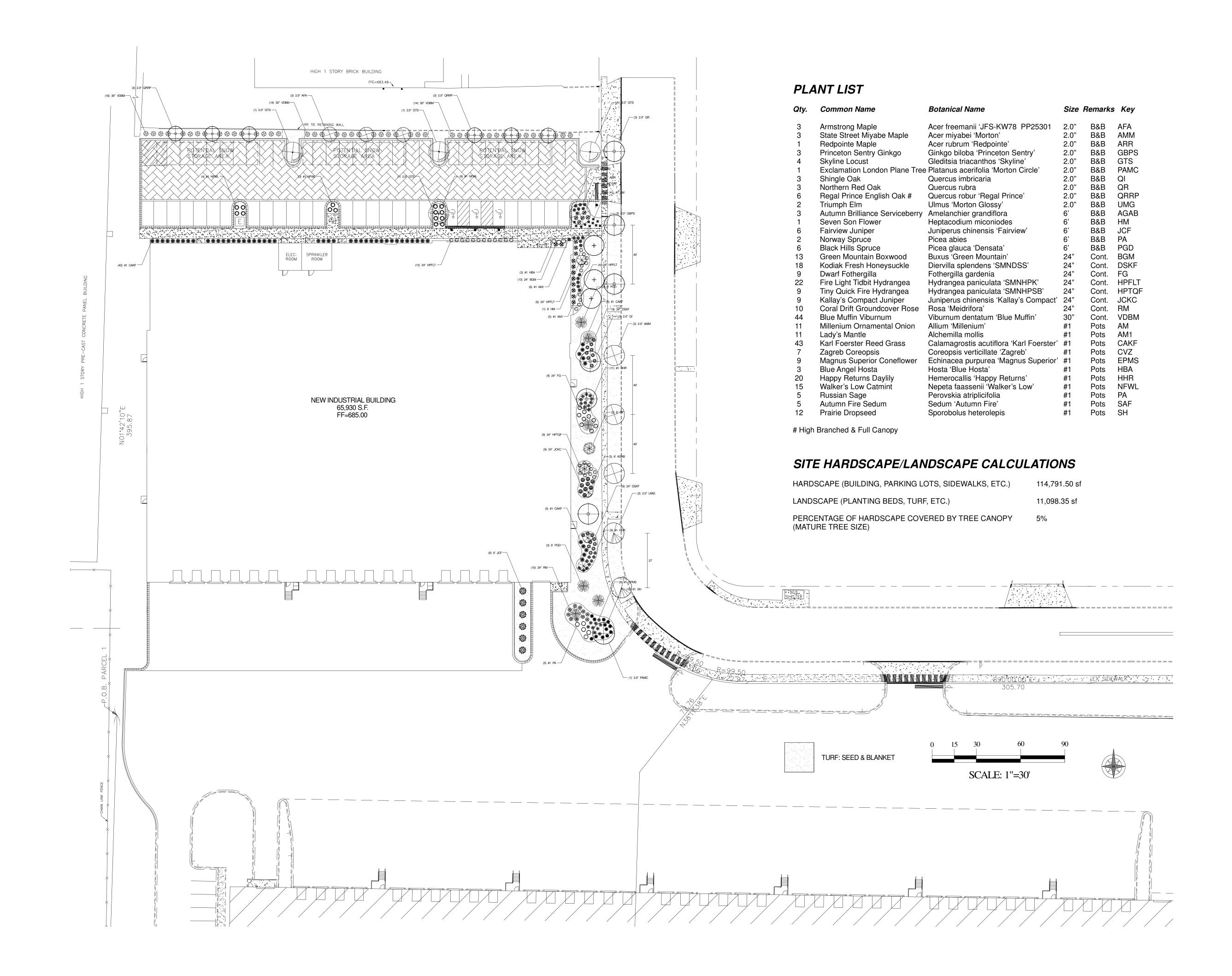




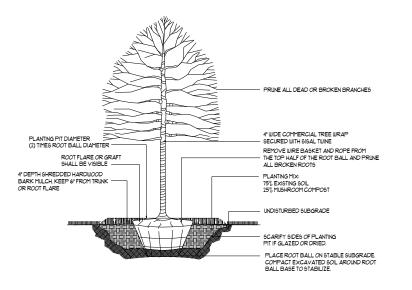
ANNING

DOWDEN DESIGN GROUP LANDSCAPE ARCHITECTURE, DESIGN & PL

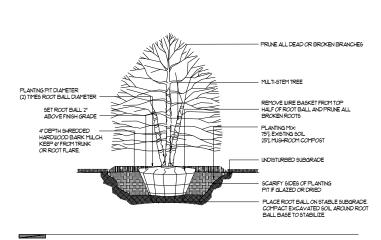




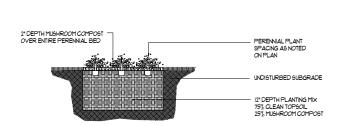




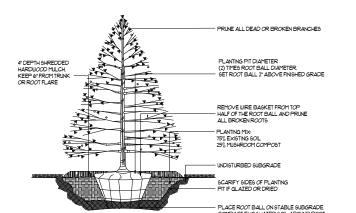
DETAIL DECIDUOUS TREE PLANTING



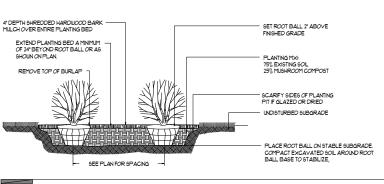
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DETAIL PERENNIAL PLANTING



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EVERGREEN TREE PLANTING



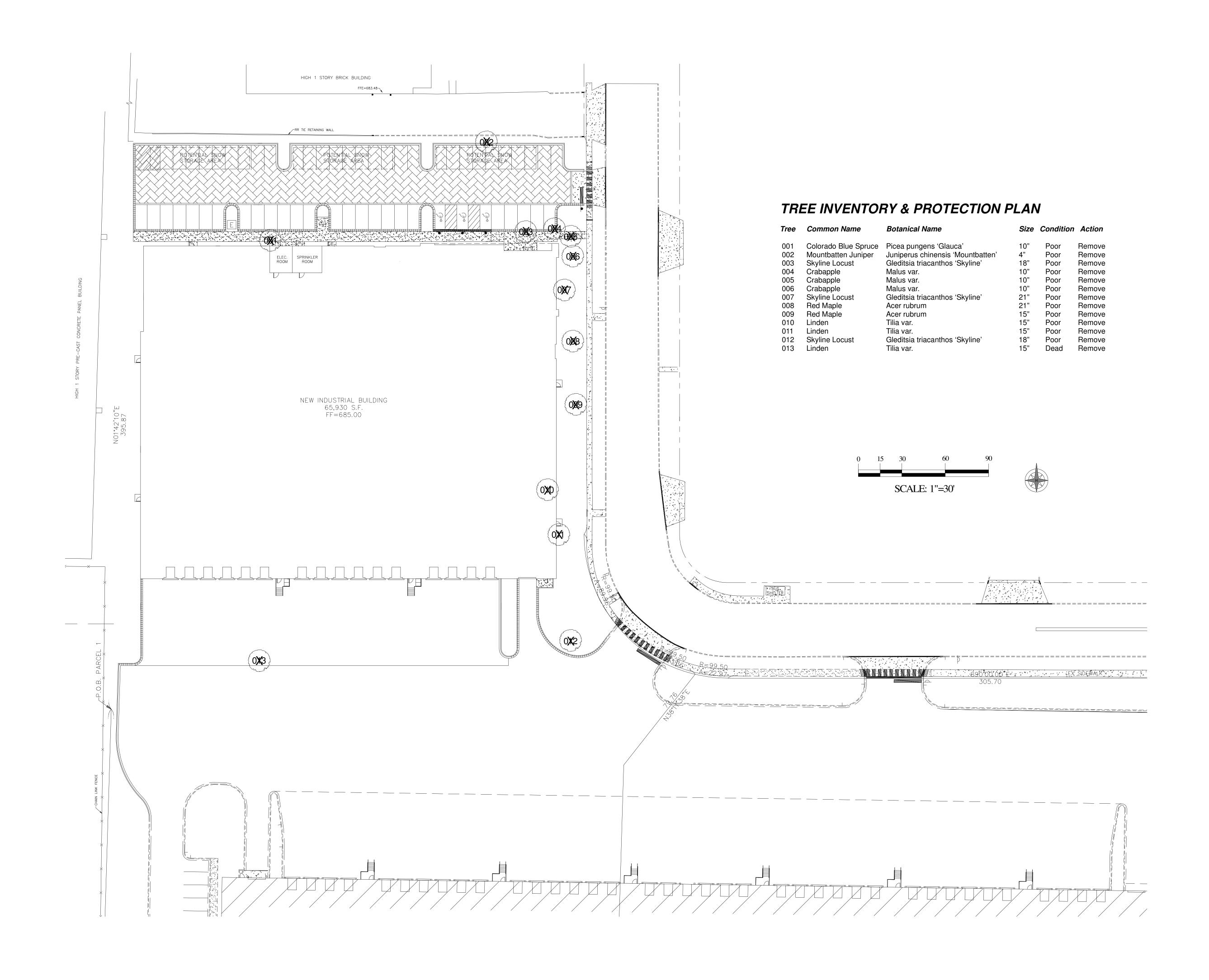
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STORMWATER MANAGEMENT REPORT

For

1100 Tower Lane Industrial Building
1100 Tower Lane
Bensenville, Illinois

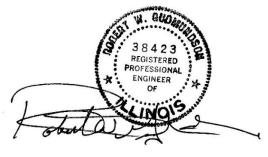
Prepared for:

Morgan / Harbour Construction, LLC 7510 S. Madison Street Willowbrook, IL 60527

For the Development Owner Tower Lane Holdings, LLC c/o Hamilton Partners, LLC 300 Park Blvd., Suite 201 Itasca, IL 60143

Prepared by:

RWG Engineering, LLC 975 E. 22nd Street, Suite 400 Wheaton, IL 60189



June 23, 2023 Revised: February 28, 2025 Job #720-005-22

Civil Engineering · Real Estate Consulting · Project Management

Project Overview

The final engineering plans for 1100 Tower Lane Industrial Building located at 1100 Tower Lane, Bensenville, DuPage County, Illinois include the development of a 65,930 SF industrial building with loading docks on the south side of the building and parking on the north side of the new facility. The lot size is 130,368 SF (2.99 Ac) and all of that area will be disturbed during construction. Existing on the site today is a 1-story brick office building and asphalt pavement, all of which will be removed.

The proposed development is serviced by village water and sanitary sewer. Both the watermain and sanitary connections are made on the east side of the site along Tower Lane.

A Soil Erosion and Sedimentation Control Plan is included with this phase of work and reflects perimeter silt fence and storm drainage protection. Erosion control measures are to be installed prior to commencement of demolition work and routinely augmented as work progresses.

Existing Site Drainage Conditions

Existing site elevations range from 680' to 685' and the site generally slopes from west to east. Stormwater runoff is picked up in onsite storm sewers which connect to an existing 36" storm sewer flowing east along the south side of Tower Lane. At the southwest corner of Tower Lane and IL Route 83 the existing 36" sewer turns southeasterly and then connects to an existing 5'x4' box culvert flowing eastward under IL Route 83. East of IL Route 83 the drainage becomes open channel flow and is a tributary to Willow Creek.

The property has an existing condition development intensity of:

Existing Building Footprint	=	46,582 SF	(35.73%)
Existing Asphalt/Conc. Walk	=	61,278 SF	(47.00%)
Existing Greenspace	=	22,508 SF	(17.27%)
Total Site	=	130,368 SF	(100.00%)

^{*}Total existing impervious = 107,860 SF

Proposed Site Drainage Conditions

The redevelopment of the property will include a total of 11,558 SF of permeable brick pavement within the parking spaces and drive aisle at the north end of the site. Per Village and County criteria, 100% of the brick pavement can be counted as pervious material. The proposed redevelopment intensity is thus:

Proposed Building Footprint	=	65,930 SF	(50.57%)	
Proposed Asphalt/Conc. Walk	=	37,728 SF	(28.94%)	
Proposed Brick Pavt (100% pervious)	=	11,558 SF	(8.87%)	
Proposed Greenspace	=	15,152 SF	(11.62%)	
Total Site	=	130,368 SF	(100.00%)	

^{*}Total proposed impervious = 103,658 SF

By using the proposed extent of brick pavement, the proposed redevelopment becomes less intense than what exists out there today. Therefore, volume control and stormwater detention do not need to be provided for this redevelopment.

All of the onsite storm sewers have been designed to convey the typical 10-year storm event flow, utilizing current Bulletin 75 rainfall intensity data. Specific worksheets detailing the required/provided pipe flow capacities are included herewith. The 100-year overland flow is routed east towards the two entrances on Tower Lane.

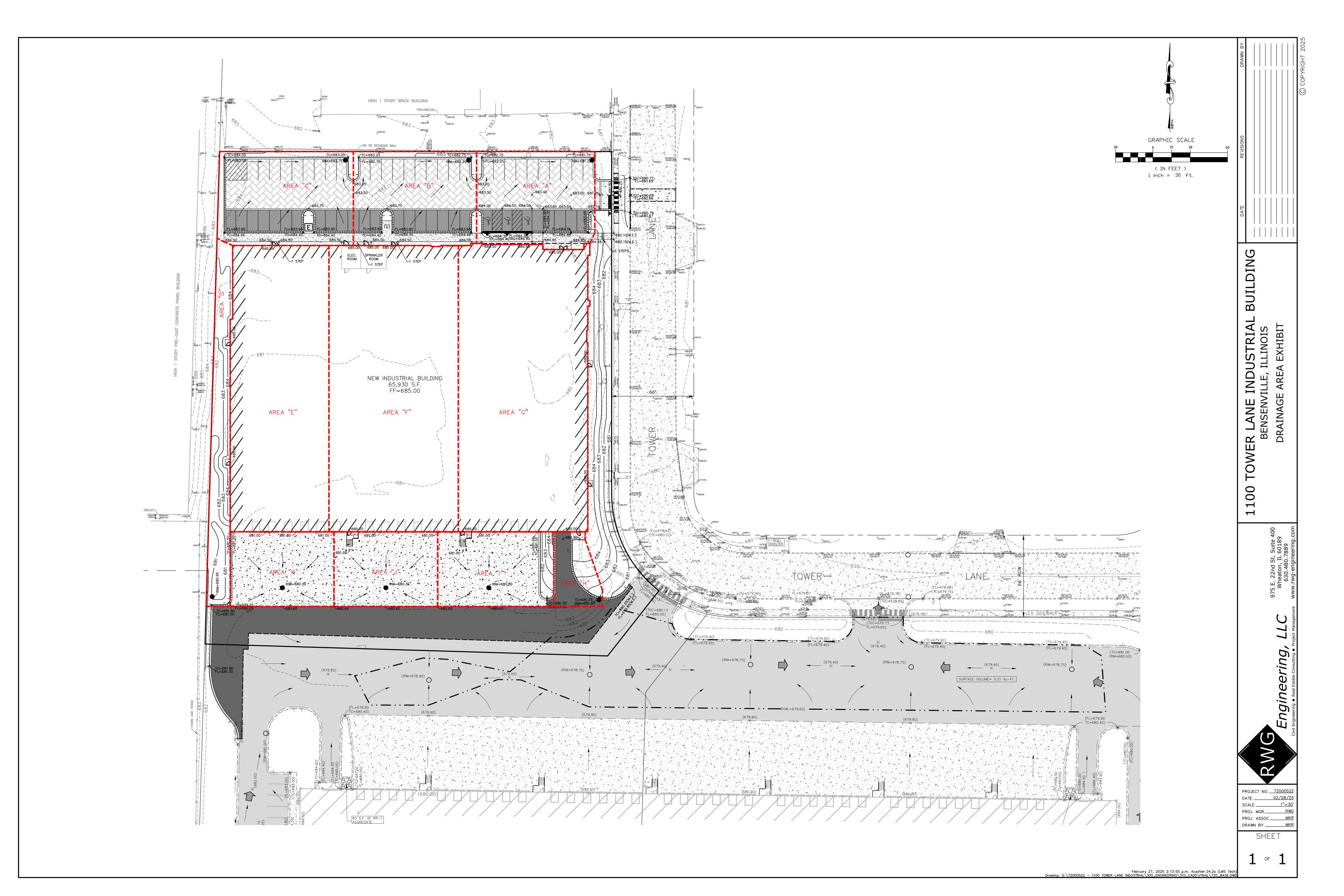
Following are stormwater calculations and various exhibits, completing the stormwater management report for 1100 Tower Lane Industrial Building.

DRAINAGE AREA SUMMARY

Designer: MKR
Description: STORM SYSTEM

Region	Α		
A=	0.17	ac.	
T=	10	min.	
l=	6.48	in/hr	
C=	0.89		
Region	С		
A=	0.19	ac.	
T=	10	min.	
l=	6.48	in/hr	
C=	0.89		
Region	Е		
A=	0.42	ac.	
T=	10	min.	
=	6.48	in/hr	
C=	0.95	,	
Region	G		
A=	0.55	ac.	
T=	10	min.	
i=	6.48	in/hr	
C=	0.95	,	
	0.00		
Region	1		
A=	0.13	ac.	
T=	10	min.	
=	6.48	in/hr	
C=	0.91		
Region	K		
A=	0.11	ac.	
T=	10	min.	
l=	6.48	in/hr	
C=	0.95		

Pagion	В	
Region		
A=	0.17	ac.
T=	10	min.
I=	6.48	in/hr
C=	0.89	
Region	D	
A=	0.10	ac.
T=	10	min.
I=	6.48	in/hr
C=	0.45	
Region	F	
A=	0.55	ac.
T=	10	min.
I=	6.48	in/hr
C=	0.95	
Region	Н	
A=	0.05	ac.
T=	10	min.
I=	6.48	in/hr
C=	0.85	
Region	J	
A=	0.11	ac.
T=	10	min.
l=	6.48	in/hr
C=	0.95	
<u> </u>		



STORM SEWER WORKSHEET

MKR

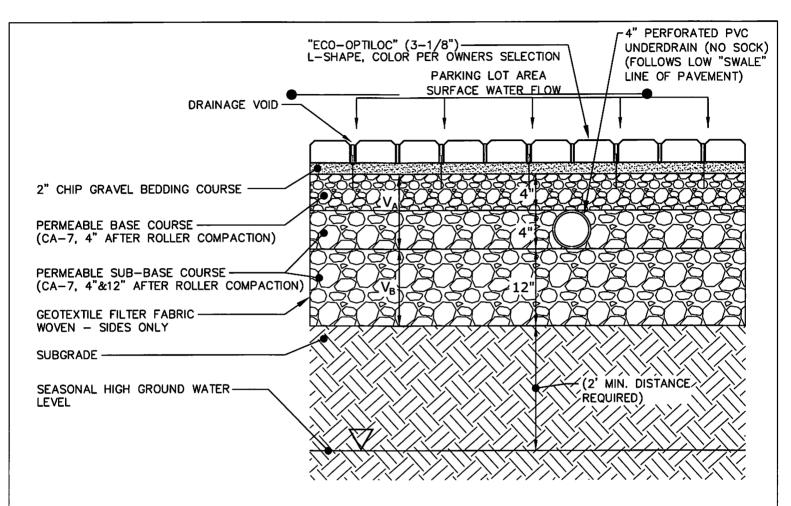
Designer: Description: 1100 Tower Lane Industrial Building

Date: 02-25-25

RCP PVC

FREQUENCY: 10 YR. ROUGH. COEFF. 0.013 0.01

	ADE	DED	TO	ΓAL		TIM	ИE			PIPE	PIPE								INFLOW
MH-MH	"C"	AREA	"C"	AREA	CXA	FLOW	T/C	1	Q	DIA	SLOPE	VEL	L	CAP	UPPE	RMH	LOWE	R MH	CFS
		AC		AC		MIN	MIN	IN/HR	CFS	IN	%	FPS	FT	CFS	RIM	INV	RIM	INV	0.0
27-25			0.89	0.19	0.17	0.4	10	6.48	1.10	12.00	1.00	4.54	99	3.56	682.75	679.75	682.25	678.76	1.10
25-23	0.89	0.17	0.89	0.36	0.32	0.4	10	6.48	2.08	12.00	1.00	4.54	99	3.56	682.25	678.76	681.25	677.77	0.98
23-21	0.89	0.17	0.89	0.53	0.47	0.2	11	6.32	2.98	12.00	1.00	4.54	53	3.56	681.25	677.77	683.40	677.24	0.96
21-10			0.89	0.53	0.47	1.1	11	6.32	2.98	12.00	1.00	4.54	300	3.56	683.40	677.24	680.65	674.24	M.H.
19-18			0.95	0.42	0.40	0.2	10	6.48	2.59	12.00	1.00	4.54	48	3.56	BLDG	677.00	680.30	676.52	BLDG
18-15	0.95	0.11	0.95	0.53	0.50	0.3	10	6.48	3.26	12.00	1.00	4.54	83	3.56	680.30	676.52	680.30	675.69	0.68
16-15			0.95	0.55	0.52	0.2	10	6.48	3.39	12.00	1.00	4.54	46	3.56	BLDG	677.00	680.30	676.54	BLDG
15-12	0.95	0.11	0.95	1.19	1.13	0.3	11	6.32	7.14	18.00	0.50	4.20	83	7.43	680.30	675.69	680.30	675.28	0.66
13-12			0.95	0.55	0.52	0.2	10	6.48	3.39	12.00	1.00	4.54	54	3.56	BLDG	677.00	680.30	676.46	BLDG
12-10	0.91	0.13	0.95	1.87	1.77	0.2	11	6.32	11.19	18.00	1.25	6.65	89	11.74	680.30	675.28	680.65	674.16	0.75
10-4	0.85	0.05	0.93	2.45	2.29	0.1	13	5.94	13.58	24.00	0.50	5.09	26	16.00	680.65	674.16	679.61	674.03	0.25
8-6						0.2	10	6.48	0.00	24.00	0.25	3.60	49	11.31	681.50	677.20	680.95	677.08	M.H.
6-3		·	0.45	0.10	0.05	0.2	10	6.48	0.29	24.00	0.25	3.60	46	11.31	680.95	677.08	681.01	676.96	0.29

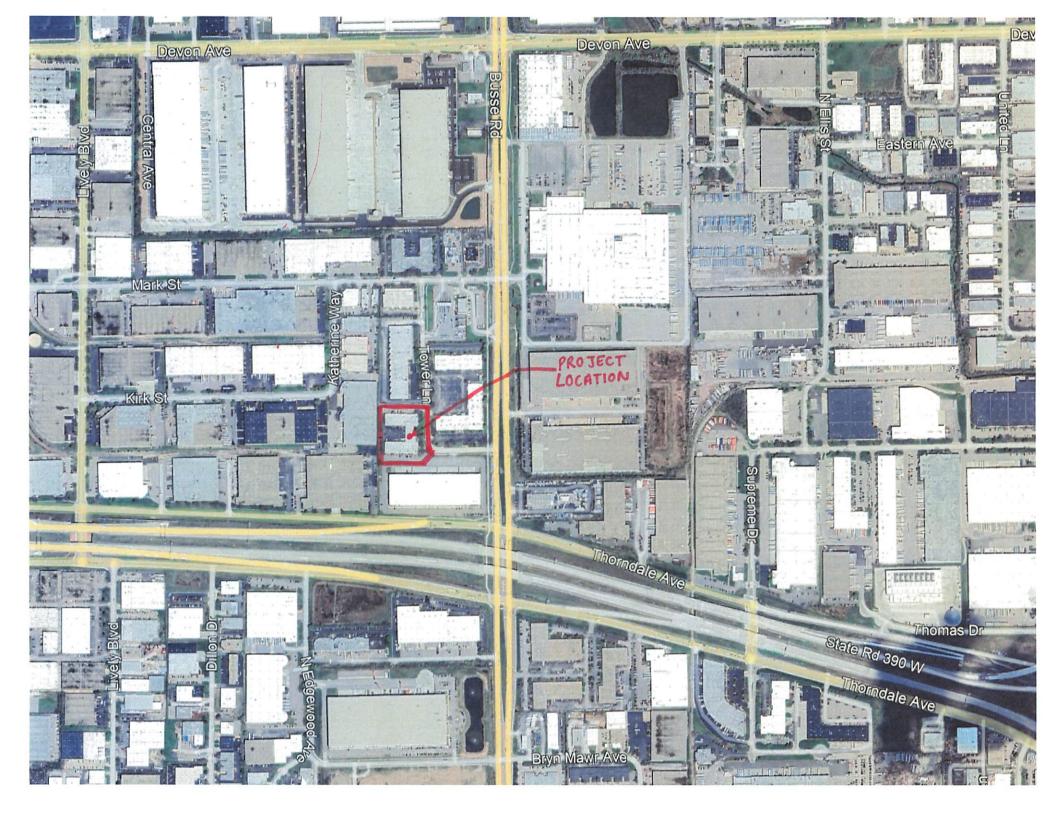


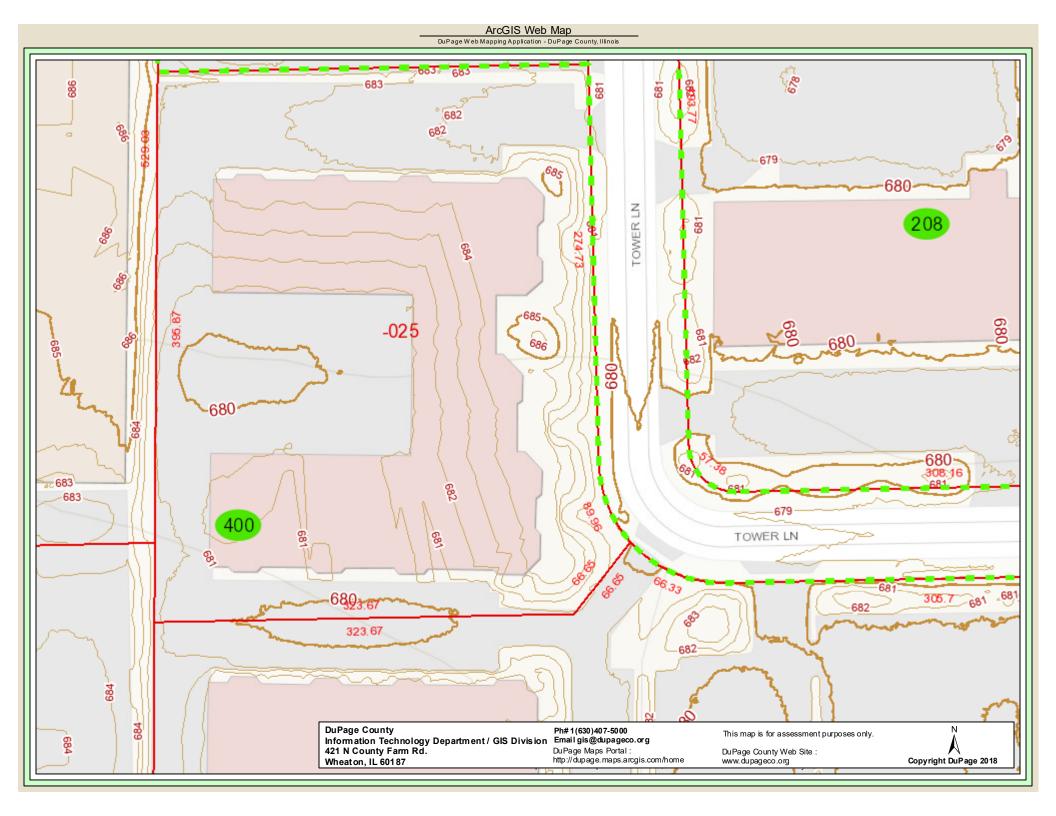
*GEOTEXTILE FILTER FABRIC TO MEET REQUIREMENTS OF IUM MATERIAL SPECIFICATION 592 GEOTEXTILE, TABLE 1, CLASS 1, WITH AN OPENING SIZE OF 0.50 mm

PERMEABLE PAVER SECTION

NOTES:

- 1. OFFSET A MINIMUM OF 10 FEET FROM FOUNDATIONS UNLESS WATERPROOFED, 10 FEET FROM SANITARY SEWERS.
- 2. WOVEN GEOTEXTILE FABRIC SHALL MEET REQUIREMENTS OF IUM MATERIAL SPECIFICATION 592 GEOTEXTILE, TABLE 1, CLASS 1, WITH AN APPARENT OPENING SIZE OF 0.50 MM.
- 3. STONE STORAGE SHALL BE CA-7.
- 4. MINIMUM DISTANCE OF 2 FEET BETWEEN BOTTOM OF BMP AND SEASONALLY HIGH GROUNDWATER LEVEL.
- 5. MINIMUM UNDERDRAIN BEDDING OF TWO INCHES, MAXIMUM OF 12 INCHES.
- 6. MAINTENANCE REQUIREMENTS INCLUDE ANNUAL VACUUMING AND LOW-PRESSURE POWER WASHING OF PAVEMENT SURFACE. ADJACENT VEGETATED AREAS SHALL BE WELL-MAINTAINED. BARE SPOTS AND ERODED AREAS SHALL BE REPLANTED AND STABILIZED IMMEDIATELY. DO NOT SEALCOAT.





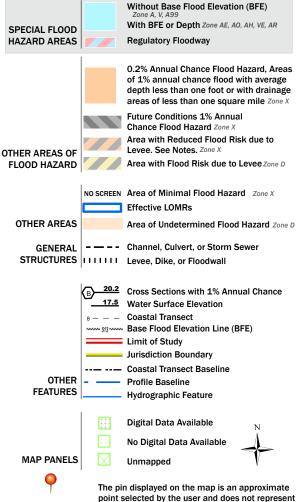
National Flood Hazard Layer FIRMette





Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

an authoritative property location.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/12/2023 at 12:05 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

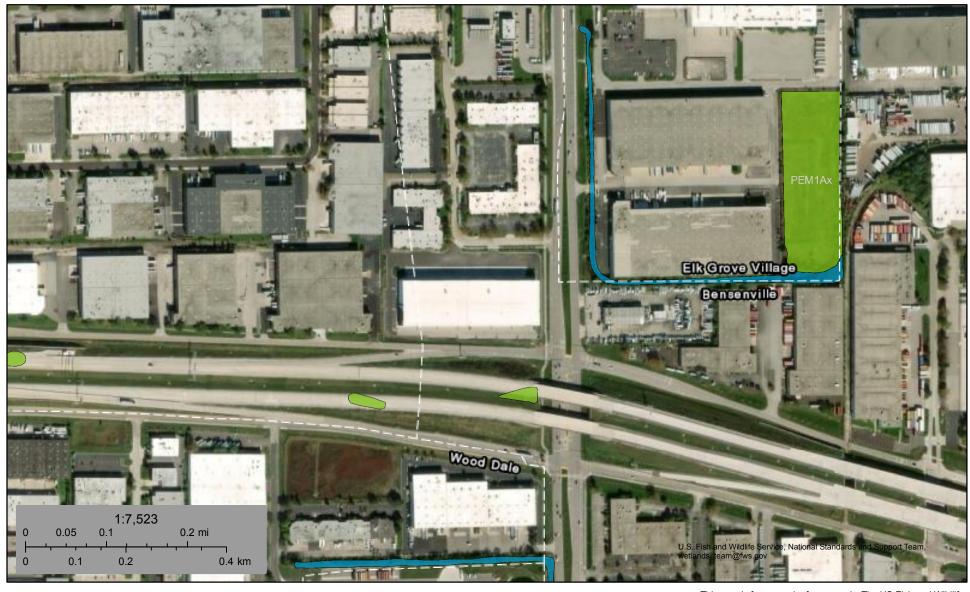
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

PISH A WILDLIPE SERVICE

U.S. Fish and Wildlife Service

National Wetlands Inventory

Wetlands



June 12, 2023

Wetlands_Alaska

Estuarine and Marine Deepwater

Estuarine and Marine Wetland

Freshwater Emergent Wetland

Freshwater Forested/Shrub Wetland

Freshwater Pond

Lake

Lano

Riverine

Other

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.





06/02/2023

720-005-22

IDNR Project Number: 2316100

Date:

Alternate Number:

Applicant: Morgan Harbour Construction, LLC

Contact: Melissa Rekasius
Address: 7510 S Madison Street
Willowbrook, IL 60527

Project: 1100 Tower Lane Industrial Address: 1100 Tower Lane, Bensenville

Description: Demolition of existing office building and construction of a 59,667 SF industrial building with associated surface parking and utilities.

Natural Resource Review Results

Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

Consultation is terminated. This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary. Termination does not imply IDNR's authorization or endorsement.

Location

The applicant is responsible for the accuracy of the location submitted for the project.

County: DuPage

Township, Range, Section:

40N, 11E, 3

IL Department of Natural Resources
Contact

Adam Rawe 217-785-5500

Division of Ecosystems & Environment



Government Jurisdiction

IL Environmental Protection Agency Brian Willard 1021 N Grand Ave. East

Springfield, Illinois 62794

Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

Terms of Use

By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms of Use, you may not continue to use the website.

- 1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.
- 2. Unauthorized attempts to upload, download, or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act.
- 3. IDNR reserves the right to enhance, modify, alter, or suspend the website at any time without notice, or to terminate or restrict access.

Security

EcoCAT operates on a state of Illinois computer system. We may use software to monitor traffic and to identify unauthorized attempts to upload, download, or change information, to cause harm or otherwise to damage this site. Unauthorized attempts to upload, download, or change information on this server is strictly prohibited by law.

Unauthorized use, tampering with or modification of this system, including supporting hardware or software, may subject the violator to criminal and civil penalties. In the event of unauthorized intrusion, all relevant information regarding possible violation of law may be provided to law enforcement officials.

Privacy

EcoCAT generates a public record subject to disclosure under the Freedom of Information Act. Otherwise, IDNR uses the information submitted to EcoCAT solely for internal tracking purposes.



DuPage County Bensenville Demolition and New Construction of an Industrial Building 1100 Tower Lane RWG-720-005-22 SHPO Log #006060223

June 15, 2023

Melissa Rekasius RWG Engineering, LLC 975 E. 22nd St., Suite 400 Wheaton, IL 60189

Dear Ms. Rekasius:

This letter is to inform you that we have reviewed the information provided concerning the referenced project.

Our review of the records indicates that no historic, architectural or archaeological sites exist within the project area.

Please retain this letter in your files as evidence of compliance with Section 4 of the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420/1 et. seq.). This clearance remains in effect for two years from date of issuance. It does not pertain to any discovery during construction, nor is it a clearance for purposes of the Illinois Human Skeletal Remains Protection Act (20 ILCS 3440).

If you have any further questions, please contact Rita Baker, Cultural Resources Manager, at 217/785-4998 or at Rita.E.Baker@illinois.gov.

Sincerely,

Carey L. Mayer, AIA Deputy State Historic

Carry L. Mayer

Preservation Officer

ORDINANCE #

AN ORDINANCE APPROVING VARIATIONS FOR A NEW WAREHOUSE AT 1100 TOWER LANE, BENSENVILLE, ILLINOIS

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 President and the Board of Trustees of the Village of Bensenville (the "Corporate Authorities") have heretofore exercised the power conferred on them pursuant to Chapter 11-13-1, et seq., of the Illinois Municipal Code by adopting the Village of Bensenville Zoning Ordinance (Ord. 07-99), as amended from time to time (the "Zoning Ordinance"); and

WHEREAS, Hamilton Partners of 300 Park Boulevard, Itasca, Illinois 60143 (the "Owner") owners the property located at 1100 Tower Lane; and

WHEREAS, Morgan Harbour Construction (the "Applicant") of 7510 S Madison Street, Willowbrook, Illinois 60527, filed an application for four variations (collectively, the "Variations"), pursuant to Section 10-3-4 of the Zoning Ordinance for the property located at 1100 Tower Lane, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application with all supporting documents being contained on file in the Community and Economic Development Department and incorporated herein by reference as Exhibit "B"; and

WHEREAS, the Applicant desires to reduce the minimum front setback requirements ("First Variation") specifically:

A. Deviation from Section 10-6-21-1C of the Zoning Ordinance in order to reduce the minimum front setback from 25 feet to 17.5 feet, as shown in Exhibit B;

WHEREAS, the Applicant desires to reduce the minimum rear setback requirements ("Second Variation") specifically:

A. Deviation from Section 10-6-21-1F of the Zoning Ordinance in order to reduce the minimum rear setback from 20 feet to 12.75 feet, as shown in Exhibit B:

WHEREAS, the Applicant desires to increase the maximum allowable number of parking spaces ("*Third Variation*") specifically:

A. Deviation from Section 10-8-2B-6 of the Zoning Ordinance in order to increase the maximum allowable amount of parking spaces from 175 percent of the required parking spaces to 259 percent of the required parking spaces, as shown in Exhibit B;

WHEREAS, the Applicant desires to adjust the parking lot landscaping design standards ("Fourth Variation") specifically:

A. Deviation from Section 10-9-5A of the Zoning Ordinance in order to allow the necessary amount of tree canopy coverage to be reduced from 40% to 5%, as shown in Exhibit B;

WHEREAS, the Village published Notice of Public Hearing with respect to the Variations in the *Bensenville Independent* on Thursday, March 13, 2025, and notice was also given via posting of one Public Hearing Sign on the Subject Property on Wednesday, March 12, 2025, and via First Class mail to taxpayers of record within 250 feet of the Subject Property on Wednesday, March 12, 2025, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on April 8, 2025 (the "Public Hearing"), as

required by the statutes of the State of Illinois and the ordinances of the Village, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, at the conclusion of the Public Hearing, the Community Development

Commission found the standards for variations had been met, and thereafter, voted to

recommend approval of the Variations and forwarded its recommendations, including the Staff

Report and findings relative to each Variation, which are attached hereto and incorporated herein

by reference as Exhibit "C," to the Corporate Authorities; and

WHEREAS, the Corporate Authorities have duly considered the Community Development Commission's recommendation and findings of fact, and have determined that approval of the Variations, as recommended by the Community Development Commission, is consistent with the Zoning Ordinance; and

WHEREAS, the Corporate Authorities deem it advisable and in the best interest of the health, safety, and welfare of the residents of the Village to grant the Variations requested and subject to the conditions identified herein.

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

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

Section 2. That the Subject Property is currently zoned within the I-2 General Industrial District, which zoning classification shall remain in effect subject to the Variations approved herein.

Section 3. That the Corporate Authorities hereby adopt by reference the findings of fact of the Community Development Commission as findings of the Village President and the Board of Trustees as if completely set forth herein and find that the Variations are proper and necessary, with certain modifications and additional conditions contained herein.

Section 4. That in addition to the findings set forth in Sections 3 hereof, the Corporate Authorities find as to the standards of variations in relation to the requests:

- i. The proposed Variations will not endanger the health, safety, comfort, convenience, and general welfare of the public.
- ii. The proposed Variations are compatible with the character of the adjacent properties and other property within the immediate vicinity of the proposed variations.
- iii. The proposed Variations alleviate an undue hardship created by the literal enforcement of this title.
- iv. The proposed Variations are necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.
- v. The proposed Variations represent the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.
- vi. The proposed Variations are consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Section 5. That the Variations are hereby granted, subject to the following conditions and restrictions which the Corporate Authorities deem necessary to protect the public interest:

- i. Must be developed in accordance with plans and specifications submitted on February 28, 2025 by Applicant and later revised prior to the Public Hearing;
- ii. Applicant shall develop a shared maintenance agreement for the south access driveway and submit to the Village of Bensenville prior to final permit approval;
- iii. Future plans must indicate that the snow storage locations are not being used for parking;

- iv. Final landscaping plans shall be submitted to and approved by the Zoning Administrator prior to final permit approval;
- v. No parking lot perimeter landscaping shall encroach upon the sight vision triangle; and
- vi. Trees must be planted on landscape islands when feasible.

Section 6. No building permits shall be issued for construction related to the Variations unless the plans submitted in conjunction with the building permits are in substantial conformance with the Plans and Specifications and conditions, as approved herein.

Section 7. The Applicant hereunder shall at all times comply with the terms and conditions of the Ordinance and, in the event of non-compliance, said Ordinance shall be subject to revocation.

Section 8. All sections of the Zoning Ordinance not addressed in this Ordinance or another amending ordinance shall remain in full force and effect, which means the Applicant must comply with all other codes and ordinances of the Village, as well as all codes, ordinances, and laws of the County, State, and federal government.

Section 9. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 10. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 11. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

[Intentionally Left Blank]

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 29th day of April 2025, pursuant to a roll call vote, as follows:

	APPROVED:
	Frank DeSimone, Village President
ATTEST:	
Nancy Quinn, Village Clerk	
AYES:	
NAYES:	
ABSENT:	

Ordinance # - 2025

Exhibit "A"

The Legal Description is as follows:

PARCEL 1:

THAT PART OF THE EAST ½ OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CROERN OF LOT 32 IN ELK GROVE INDUSTRIAL PARK UNIT 13, BEING A SUBDIVIDION IN THE SOUTH ½ OF SECTION 3, AFORESAID; THENCE NORTH 01 DEGREES 42 MINUTES 10 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 32, 563.41 FEET TO A POINT FOR A POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH 01 DEGREES 42 MINUTES 10 SECONDS ESAT ALONG SAID LAST DESCRIBED LINE, BEING IDENTICAL WITH THE EAST LINE, AND SAID LINE EXTENDED, OF LOT 14 IN ELK GROVE INDUSTRIAL PARK UNIT 3, BEING A SUBDIVISION IN SAID SECTION 3, 395.87 FEET TO AN INTERSECTION WITH A LINE 846.0 FEET (AS MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH SAID SOUTH LINE OF MARK STREET AS DEDICATED BY THE PLAT THEREOF RECORDED NOVEMBER 16, 1973 AS DCOUMENT R73-70972; THENCE DUE EAST ALONG SAID WEST LINE OF TOWER LANE, 274.73 FEET TO A PONT OF CURVATURE: THENCE CONTINUING SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID TOWER LANE, BEING A CURVED LINE CONVEXED TO THE SOUTHWEST, HAVING A RADIUS OF 99.50 FEET AND BEING TANGENT TO SAID LAST DESCRIBED STRAIGHT LINE AT SAID LAST DESCRIBED POINT, AN ARC LENGTH OF 89.96 FEET; THENCE SOUTH 38 DEGREES 11 MINUTES 38 SECONDS WEST, 66.65 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 50 SECONDS WEST 323.67 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST ½ OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 32 IN ELK GROVE INDUSTRIAL PARK UNIT 13, BEING A SUBDIVISION IN THE SOUTH ½ OF SECTION 3, AFORESAID; THENCE NORTH 01 DEGREES 42 MINUTES 10 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, BEING INDENTICAL WITH THE EAST LINE, AND SIAD LINE EXTENDED, OF LOT 14 IN ELK GROVE INDUSTRIAL PARK UNIT 3, BEING A SUBDIVISION IN SAID SECTION 3, 396.41 FEET; THENCE SOUTH 88 DEGREES 17 MINUTES 50 SECONDS EAST, 323.67 FEET; THENCE NORTH 38 DEGREES 11 MINUTES 38 SECONDS EAST, 66.65 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF TOWER LANE AS DEDICATED BY PLAT RECORDED OCTOBER 11, 1977 AS DOCUMENT R77-92285; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID TOWER LANE, BEING A CURVED LINE CONVEXED TO THE SOUTWEST, HAVING A RADIUS OF 99.50 FEET, AN ARC LENGTH OF 43.36 FEET TO A POINT; THENCE SOUTH 38 DEGREES 11 MINUTES 38 SECONDS WEST, 79.76 FEET;

THENCE SOUTH 01 DEGREES 42 MINUTES 10 SECONDS WEST, 379.60 FEET TO THE FUTURE NORTHERLY RIGHT OF WAY LINE OF THE ELGIN-O'HARE EXPRESSWAY, BEING A STRAIGHT LINE DRAWN FROM THE AFOREMENTIONED POINT OF BEGINNING TO A POINT 280.0 FEET NORMALLY DISTANT NORTHEASTERLY OF THE EXISTING NORTHERLY LINE OF S.A ROUTE 26 (THORNDALE AVENUE0 AT A POINT ON SAID EXISTING NORTHERLY LINE, 275.0 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID LINE WITH THE WEST LINE OF S.A ROUTE 83; THENCE NORTH 86 DEGREES 29 MINUTES 12 SECONDS WEST ALONG SAID FUTURE NORTHERLY RIGHT OF WAY LINE, 355.35 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE EAST ½ OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 32 IN ELK GROVE INDUSTRIAL PARK UNIT 13, BEING A SUBDIVISION IN THE SOUTH ½ OF SECTION 3, AFORESAID; THENCE NORTH 01 DEGREES 42 MINUTES 10 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 32, 167.00 FEET; THENCE SOUTH 86 DEGREES 29 MINUTES 12 SECONDS EAST ALONG THE NORHTERLY RIGHT OF WAY LINE OF THE ELGIN-O'HARE EXPRESSWAY AS DESCRIBED IN DOCUMENT R78-65382, BEING A STRIAGHT LINE DRAWN FROM SAID LAST DESCRIBED POINT TO A POINT HEREINAFTER REFERRED TO AS POINT "A" BEING 280.00 FEET, NORMALLY DISTANT, NORTHEASTERLY OF THE EXISTING LINE OF S.A ROUTE 26 (THORNDALE AVENUE) AT A POINT ON SAID EXISTING NORTHERLY LINE, 275.00 FEET NORTHWESTERLY OF THE INTERSECTION OF SAID LINE WITH THE WEST LINE OF STATE ROUTE NO. 83, 355.35 FEET TO A POINT OF BEGINNIN GOF THE LAND HEREIN DESCRIBED; THENCE NORTH 01 DEGREES 42 MINUTES 10 SECONDS EAST, 379.60 FEET; THENCE NORTH 38 DEGREES 11 MINUTES 38 SECONDS EAST, 79.76 FEET TO THE SOUTHERLY LINE OF TOWER LANE AS DEDICATED BY PLAT RECORDED OCTOBER 11, 1977 AS DOCUMENT R77-92285; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID TOWER LANE, BEING A CURVED LINE CONVEX TO THE SOUTH AND HAVING A RADIUS OF 99.50 FEET, AN ARC DISTANCE OF 22.97 FEET TO A POINT OF TANGENCY; THENCE SOTUH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID TOWER LANE. 305.70 FEET TO A POINT OF CURVATUREL THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID TOWER LANE, BEING A CURVED LINE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED STRIAGHT LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 79.28 FEET TO THE WEST LINE OF STATE ROUTE NO. 83, 365.00 FEET NORTHERLY OF THE INTERSECTION OF SAID LINE WITH THE EXISTING NORHTERLY LINE OF S.A ROUTE 26 (THORNDALE AVENUE); THENCE SOUTH 49 DEGREES 15 MINUTES 13 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY OF ELGIN-O'HARE EXPRESSWAY, AS DESCRIBED IN SAID DOCUMENT R78-65382, 66.38 FEET TO AN INTERSECTION WITH A LINE DRAWN FROM THE AFOREMENTIONED POINT "A" TO A POINT ON THE WEST LINE OF STATE ROUTE NO. 83, 315.00 FEET NORTHERLY OF THE INTERSECTION OF SAID WEST LINE WITH

EXISTING NORHTERLY LINE OF S.A ROUTE 26 (THORNDALE AVENUE); THENCE NORTH 82 DEGREES 20 MINUTES 20 SECONDS WEST ALONG SAID LAST DESCRIBED FUTURE NORTHERLY RIGHT OF WAY LINE OF ELGIN-O'HARE EXPRESSWAY, 149.68 FEET TO THE AFOREMENTIONED POINT "A"; THENCE NORTH 86 DEGREES 29 MINUTES 12 SECONDS WEST ALONG SAID NORHTERLY RIGHT OF WAY LINE OF ELGIN-O'HARE EXPRESSWAY, 235.25 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Parcel 1 Commonly Known As: 1100-1138 Tower Lane, Bensenville, Illinois Parcel 2 Commonly Known As: 1050-1098 Tower Lane, Bensenville, Illinois Parcel 3 Commonly Known As: 1000 Tower Lane, Bensenville, Illinois

Ordinance # ____- 2025 Exhibit "B" Plans and Specifications

On file in the Community and Economic Development Department.

Ordinance # ____ - 2025 Exhibit "C" Findings of Fact

COMMUNITY DEVELOPMENT COMMISSION OF THE VILLAGE OF BENSENVILLE

PUBLIC HEARING OF APRIL 9, 2025

Applicant: Morgan Harbour Construction Property: 1100 Tower Lane

On April 9, 2025, the Community Development Commission ("CDC") held a public hearing to consider four variation requests made by the Applicant regarding its development of a warehouse on the property located at 1100 Tower Lane, Bensenville, Illinois in the I-2 General Industrial District of the Village of Bensenville Zoning Ordinance.

* * * * *

The CDC considered a variation of Bensenville Municipal Code Section 10-6-21-1C, reducing the minimum required front setback from 25 feet to 17.5 feet ("First Variation"). The CDC reviewed the Variation standards contained in Section 10-3-4-D of the Zoning Ordinance and found as follows:

- 1. **Public Welfare:** The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.
- 2. **Compatible with Surrounding Character:** The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.
- 3. **Undue Hardship**: The proposed variation alleviates an undue hardship created by the literal enforcement of this title due to the size and shape of the lot.
- 4. **Unique Physical Attributes:** The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.
- 5. **Minimum Deviation Needed**: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.
- 6. **Consistent with Ordinance and Plan:** The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Based on the foregoing, the Community Development Commission voted (6-0) to recommend that the Village Board approve the First Variation at 1100 Tower Lane to allow a smaller front setback.

* * * * *

The CDC considered a variation of Bensenville Municipal Code Section 10-6-21-1F, reducing the minimum required rear setback from 20 feet to 12.75 feet ("Second Variation"). The CDC reviewed the Variation standards contained in Section 10-3-4-D of the Zoning Ordinance and found as follows:

- 1. **Public Welfare:** The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.
- 2. **Compatible with Surrounding Character:** The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.
- 3. **Undue Hardship**: The proposed variation alleviates an undue hardship created by the literal enforcement of this title due to the size and shape of the lot.
- 4. **Unique Physical Attributes:** The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.
- 5. **Minimum Deviation Needed**: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.
- 6. **Consistent with Ordinance and Plan:** The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Based on the foregoing, the Community Development Commission voted (6-0) to recommend that the Village Board approve the Second Variation at 1100 Tower Lane to allow a smaller rear setback.

* * * * *

The CDC considered a variation of Bensenville Municipal Code Section 10-8-2B-6 increasing the number of parking spaces by 259% of the minimum required rather than 175% ("Third Variation"). The CDC reviewed the Variation standards contained in Section 10-3-4-D of the Zoning Ordinance and found as follows:

- 1. **Public Welfare:** The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.
- 2. Compatible with Surrounding Character: The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.
- 3. **Undue Hardship**: The proposed variation alleviates an undue hardship created by the literal enforcement of this title due to the size and shape of the lot.
- 4. **Unique Physical Attributes:** The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.
- 5. **Minimum Deviation Needed**: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.
- 6. **Consistent with Ordinance and Plan:** The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Based on the foregoing, the Community Development Commission voted (6-0) to recommend that the Village Board approve the Third Variation at 1100 Tower Lane to allow more parking.

* * * * *

The CDC considered a variation of Bensenville Municipal Code Section 10-9-5A reducing the amount of tree canopy coverage from 40% to 5% ("Fourth Variation"). The CDC reviewed the Variation standards contained in Section 10-3-4-D of the Zoning Ordinance and found as follows:

- 1. **Public Welfare:** The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.
- 2. **Compatible with Surrounding Character:** The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation because industrial properties do not have many trees.
- 3. **Undue Hardship**: The proposed variation alleviates an undue hardship created by the literal enforcement of this title due to the size and shape of the lot.
- 4. **Unique Physical Attributes:** The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.
- 5. **Minimum Deviation Needed**: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.
- 6. **Consistent with Ordinance and Plan:** The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Based on the foregoing, the Community Development Commission voted (5-1) to recommend that the Village Board approve the Fourth Variation at 1100 Tower Lane to allow less tree canopy coverage.

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

MINUTES OF THE SPECIAL COMMUNITY DEVELOPMENT COMMISSION

April 8, 2025

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

ROLL CALL: Upon roll call the following Commissioners were present:

Rowe, Chambers, Ciula, Marcotte, Ortiz, Rott, Wasowicz

Absent: Ciula

A quorum was present.

STAFF PRESENT: K. Quinn, C. Williamsen, Village Attorney, Ryan Morton

JOURNAL OF

PROCEEDINGS: The minutes of the Community Development Commission

Meeting of the March 4, 2025 were presented.

Motion: Commissioner Rott made a motion to approve the minutes as

presented. Commissioner Wasowicz seconded the motion.

All were in favor. Motion carried.

Village Planner, Kevin Quinn were present and sworn in by

Chairman Rowe.

PUBLIC

COMMENT: There was no Public Comment.

Public Hearing: CDC Case Number 2025-07

Petitioner: Gem Car Wash LLC

Location: 904 West Irving Park Road

Request: Amendment to a Planned Unit Development

Municipal Code 10 – 4 – 4

*Regarding:

Special Use Permit, Motor Vehicle Repair and/or Service

Municipal Code 10-7-2-1

Motion: Commissioner Rott made a motion to open CDC Case No. 2025-

07. Commissioner Wasowicz seconded the motion.

ROLL CALL:

Upon roll call the following Commissioners were present: Rowe, Chambers, Marcotte, Ortiz, Rott, Wasowicz Absent: Ciula A quorum was present.

Chairman Rowe opened CDC Case No. 2025-07 at 6:33 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on Thursday, March 13, 2025. Mr. Quinn stated a Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Quinn stated Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on March 12, 2025. Mr. Quinn stated on March 12, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. Mr. Quinn stated an Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Quinn stated the Petitioner, Gem Car Wash LLC, is seeking an Amendment to the Planned Unit Development established in O#35-2020 and amended in O#33-2021 and O#5-2022. Mr. Quinn stated they are seeking to establish Motor Vehicle Repair and/or Service as an accessory use to the existing car wash. Mr. Quinn stated this is considered a major amendment that requires reapproval of the Planned Unit Development. Mr. Quinn stated the motor vehicle repair would be located in the bays at the rear of the property. Mr. Quinn stated the owner has stated that it would only be minor work- brakes, oil changes, etc. with no major engine work being done on site. Mr. Quinn stated the owner has said that there is already a triple catch basin on the premises. Mr. Quinn stated the property is located in a C-2 Commercial District, where motor vehicle repair and/or service uses are allowed with a SUP.

Mirjan Sadik, owner of Gem Car Wash LLC was present and sworn in by Chairman Rowe. Mr. Sadik stated the car wash has been operational for around 3 ½ years. Mr. Sadik stated the current bays on site are used for detailing services. Mr. Sadik stated the garages are already equipped with a triple basin and lifts. Mr. Sadik stated there have been lots of requests from customers for tire rotation, break repair and oil changes on site.

Commissioner Rowe asked if all necessary precautions would be taken with the proper removal and disposal of oil on site. Mr. Sadik stated he plans to hire mechanicians that know all the requirements.

Commissioner Wasowicz referenced a comment made by Public Works regarding brush material found in wastewater from the site. Mr. Sadik stated there was an issue when they first opened but it was resolved and has not happened again. Mr. Quinn stated Public Works Staff confirmed there have been no issues with the site in over two years.

Commissioner Rott asked if the mechanics would be employees of Gem Car Wash. Mr. Sadik stated he was still deciding whether or not to operate the car repair under a different LLC or not – he was meeting with his attorney soon to discuss. Village Attorney Morton stated that was okay to do, however, the Village would need to know before Village Board action to establish proper requirements should this be approved.

Public Comment

Chairman Rowe asked if there were any members of the Public that would like to make comment. There were none.

Mr. Quinn reviewed the approval standards for proposed Planned Unit Development consisting of:

- 1. **Comprehensive Plan**. The proposed planned unit development fulfills the objectives of the Comprehensive Plan, and other land use policies of the Village, through an innovative and creative approach to the development of land.
- 2. Adequate Facilities. The proposed planned unit development will provide walkways, driveways, streets, parking facilities, loading facilities, exterior lighting, and traffic control devices that adequately serve the uses within the development, promote improved access to public transportation, and provide for safe motor vehicle, bicycle, and pedestrian traffic to and from the site.
- 3. **Mitigating Nuisance**. The proposed planned unit development will provide landscaping and screening that enhances the Village's character and livability, improves air and water

- quality, reduces noise, provides buffers, and facilitates transitions between different types of uses.
- 4. **Site Design**. The proposed planned unit development will incorporate sustainable and low impact site design and development principles.
- 5. **Natural Features**. The proposed planned unit development will protect the community's natural environment to the greatest extent practical, including existing natural features, water courses, trees, and native vegetation.
- 6. **Utilities**. The proposed planned unit development will be provided with underground installation of utilities when feasible, including electricity, cable, and telephone, as well as appropriate facilities for storm sewers, stormwater retention, and stormwater detention.

Mr. Quinn reviewed the approval standards for proposed Special Use Permit consisting of:

- 1. **Public Welfare:** The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.
- 2. **Neighborhood Character:** The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.
- 3. **Orderly Development:** The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use.
- 4. Use of Public Services and Facilities: The proposed special use will not require utilities, access roads, drainage and/or other facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

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

Mr. Quinn stated:

- 1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Special Use Permit with the following conditions:
 - a. The Special Use Permit be granted solely to Gem Car Wash LLC and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.
 - b. The approval standards from all previous ordinances governing this property will remain in effect.
 - c. A triple catch basin must be installed.
 - d. No body work or spray painting will be permitted.
 - e. All maintenance must be done inside of the maintenance bay located at the rear of the property.
 - f. No outdoor storage of vehicles will be permitted.
 - g. No overnight storage of vehicles will be permitted.
 - h. An oil water separator must be installed.
 - i. The necessary amount of car parking spaces for motor vehicle repair and/or service must be properly signed.
 - j. Car parking spaces specifically for vehicles waiting to be worked on must be striped in accordance with Village standards.

There were no questions from the Commission.

Commissioner Rott made a motion to close CDC Case No. 2025-07. Commissioner Wasowicz seconded the motion.



Community Development Commission Special Meeting Minutes April 8, 2025 Page 6

ROLL CALL: Ayes: Rowe, Chambers, Marcotte, Ortiz, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-07 at 6:45 p.m.

Motion: Commissioner Rott made a motion to approve an Amendment to a

Planned Unit Development, Municipal Code 10-4-4 Regarding Special Use Permit, Motor Vehicle Repair and/or Service,

municipal Code Section 10-7-2-1 with Staff's Recommendations.

Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Marcott, Ortiz Rott

Nays: Wasowicz

Motion carried.

Public Hearing: CDC Case Number 2025-08

Petitioner: Gullo International Development Corporation

Location: 600-700 Devon Avenue

Request: Preliminary and Final Plat of Subdivision

Municipal Code 11 – 3

Motion: Commissioner Rott made a motion to open CDC Case No. 2025-

08. Commissioner Marcotte seconded the motion.

ROLL CALL: Upon roll call the following Commissioners were present:

Rowe, Chambers, Marcotte, Ortiz, Rott, Wasowicz

Absent: Ciula

A quorum was present.

Chairman Rowe opened CDC Case No. 2025-08 at 6:46 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on Thursday, March 13, 2025. Mr. Quinn stated a Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Quinn stated Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on March 12, 2025. Mr. Quinn stated on March 12, 2025, Village personnel mailed from the Bensenville Post Office

via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. Mr. Quinn stated an Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Quinn stated the Petitioner, Devon and Ellis LLC, is seeking approval of a final plat of subdivision (Consolidation) for the consolidation of three adjacent parcels with a combined area of 180,566.22 square feet. Mr. Quinn stated the petitioner was approved for a new industrial development project in 2023 at the property, and a condition of approval of the development required that the petitioner complete a plat of consolidation for the parcels.

Mark Dudek, employee of Gullo International Development Corporation was present and sworn in by Chairman Rowe. Mr. Dudek stated this was a requirement from the Village as a conditional of their approval to construct a new industrial building on site. Mr. Dudek stated construction is ongoing.

There were no questions from the Commission.

Public Comment

Chairman Rowe asked if there were any members of the Public that would like to make comment. There were none.

Mr. Quinn reviewed the approval standards for proposed subdivision consisting of:

- 1. **Public Welfare:** The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.
- 2. **Neighborhood Character:** The proposed amendment is compatible with the existing uses, character, and zoning of adjacent properties and other property within the immediate vicinity of the proposed amendment.
- 3. **Public Gain:** The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.
- 4. **Community Need:** The proposed amendment addresses the community need for a specific use.

- 5. **Amendment Objective:** The proposed amendment corrects an error, adds clarification, or reflects a change in policy.
- 6. **Consistent with Title and Plan:** The proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Quinn stated Staff recommends the Approval of the Findings of Fact and therefore the approval of the Preliminary and Final Plat of Subdivision (Consolidation) at 600-700 Devon Avenue.

There were no questions from the Commission.

Motion: Commissioner Wasowicz made a motion to close CDC Case No.

2025-08. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Marcotte, Ortiz, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-08 at 6:51 p.m.

Motion: Commissioner Chambers made a motion to approve Preliminary

and Final Plat of Subdivision, Municipal Code 11-3 with Staff's Recommendations, Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Marcotte, Ortiz, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Public Hearing: CDC Case Number 2025-09

Petitioner: Hamilton Partners **Location:** 1100 Tower Lane

Request: Minimum Front Setback

Municipal Code Section 10-6-21-1C

Minimum Rear Setback

Municipal Code Section 10-6-21-1F

Maximum Number of Parking Spaces

Municipal Code Section 10-8-2B-6

Tree Canopy Coverage

Municipal Code Section 10-9-5A

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Motion: Commissioner Rott made a motion to open CDC Case No. 2025-

09. Commissioner Marcotte seconded the motion.

ROLL CALL: Upon roll call the following Commissioners were present:

Rowe, Chambers, Marcotte, Ortiz, Rott, Wasowicz

Absent: Ciula

A quorum was present.

Chairman Rowe opened CDC Case No. 2025-09 at 6:53 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on Thursday, March 13, 2025. Mr. Quinn stated a Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Quinn stated Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on March 12, 2025. Mr. Quinn stated on March 12, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. Mr. Quinn stated an Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Quinn stated the Petitioner, Morgan Harbour Construction, is seeking approval of variances to construct a speculative warehouse at 1100 Tower Lane. Mr. Quinn stated the proposed 66,196 square foot building encroaches into multiple setbacks and has over 175% of the required parking spaces. Mr. Quinn stated variances are required for this. Finally, they are unable to meet the parking lot hardscape tree canopy coverage requirements. Mr. Quinn stated there is currently no office space proposed in the building but they anticipate up to 15% of total GFA being available for this purpose.

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Mike Wauterlek, employee of Hamilton Partners was present and sworn in by Chairman Rowe. Mr. Wauterlek stated the proposed project was previously approved by the Village, however with the real-estate market at the time, there were hurdles in building the site. Mr. Wauterlek stated the market has since stabilized and Hamilton Partners is ready to proceed with development of the site. Mr. Wauterlek reviewed the proposed plans for development.

Commissioner Chambers asked to see a landscaping plans. Mr. Wauterlek reviewed the proposed landscaping plan.

Commissioner Rott stated she had issues with the lack of tree coverage on the proposed site.

Village Attorney, Ryan Morton asked the petitioner to explain the hardship in their variance request regarding tree canopy coverage. Mr. Wauterlek stated the site is unique with the shared drive on site to another property. Mr. Wauterlek stated they tried their best with the remaining site to add as many trees as possible and still fell short of the requirements of the Village Code.

Public Comment

Chairman Rowe asked if there were any members of the Public that would like to make comment. There were none.

Mr. Quinn reviewed the approval standards for proposed variations consisting of:

- 1. **Public Welfare:** The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.
- 2. Compatible with Surrounding Character: The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.
- 3. **Undue Hardship**: The proposed variation alleviates an undue hardship created by the literal enforcement of this title.
- 4. **Unique Physical Attributes:** The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.
- 5. **Minimum Deviation Needed**: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.
- 6. Consistent with Ordinance and Plan: The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Quinn stated:

- 1. Staff recommends the Approval of the Findings of Fact and the Approval of the Variation for Minimum Front Setback with the following conditions:
 - a. Must be developed in accordance with plans submitted on 2.28.25 by Morgan Harbour Construction:
- 2. Staff recommends the Approval of the Findings of Fact and the Approval of the Variation for Minimum Rear Setback with the following conditions;
 - a. Must be developed in accordance with plans submitted on 2.28.25 by Morgan Harbour Construction:
- 3. Staff recommends the Approval of the Findings of Fact and the Approval of the Variation for Maximum Number of Parking Spaces with the following conditions:
 - a. Applicant shall develop a shared maintenance agreement for the south access driveway and submit to the Village of Bensenville prior to final permit approval;
 - b. Future plans must indicate that the snow storage locations are not parking;
- 4. Staff recommends the Approval of the Findings of Fact and the Approval of the Variation for Tree Canopy Coverage with the following conditions:
 - a. Trees must be planted on landscape islands when feasible.
 - b. A final landscaping plans shall be submitted to and approved by the Zoning Administrator prior to final permit approval;
 - c. No parking lot perimeter landscaping shall encroach upon the sight vision triangle.

Commissioner Wasowicz asked if anything would prevent the petitioners from installing a green roof on site should they decide to. Mr. Quinn stated he was unaware but would review the Village Code should the petitioner approach the Village with a proposal. Mr. Quinn also stated the proposed site is within a runway path and was unsure of FAA requirements for a green roof.

Village Attorney, Ryan Morton asked Staff to discuss the variation requests from the original legal notice. Mr. Quinn stated the petitioner has worked with staff since the legal notice publication and was able to reduce their variation requests from nine to four.

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Motion: Commissioner Rott made a motion to close CDC Case No. 2025-

09. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Marcott, Ortiz, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-09 at 7:11 p.m.

Motion: Commissioner Wasowicz made a motion to approve Variation,

Minimum Front Setback, Municipal Code 10-6-21-1C with Staff's Recommendations. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Marcott, Ortiz, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Rott made a motion to approve Variation,

Minimum Rear Setback, Municipal Code 10-6-21-1F with Staff's Recommendations. Commissioner Chambers seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Marcott, Ortiz, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Rott made a motion to approve Variation,

Maximum Number of Parking Spaces, Municipal Code 10-8-2B-6

with Staff's Recommendations. Commissioner Wasowicz

seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Marcott, Ortiz, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

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Motion: Commissioner Rott made a motion to approve Variation, Tree

Canopy Coverage, Municipal Code 10-9-5A with Staff's

Recommendations. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Marcott, Ortiz, Wasowicz

Nays: Rott

Motion carried.

Report from Community

Development: Mr. Quinn reviewed both recent CDC cases along with upcoming

cases.

ADJOURNMENT: There being no further business before the Community

Development Commission, Commissioner Chambers made a motion to adjourn the meeting. Commissioner Rott seconded the

motion.

All were in favor. Motion carried.

The meeting was adjourned at 7:16 p.m.

TYPE: SUBMITT	ED BY: DEPA	ARTMENT:	DATE:
Ordinance K. Quinn	<u>CED</u>		<u>4.29.25</u>
DESCRIPTION:			
Ordinance Granting an Amendment to	a Planned Unit Developme	ent (regarding Special I	Use Permit Motor
Vehicle Repair and/or Service) at 904		The (Togaramy Oposiar	<u> </u>
·	OLLOWING APPLIC		
	<u>FOLLOWING APPLIC</u> A		
Financially Sound Village		Enrich the lives of Res	sidents
X Quality Customer Oriented S	ervices	Major Business/Corpo	orate Center
Safe and Beautiful Village		Vibrant Major Corridor	rs
COMMITTEE ACTION:		DAT	E:
N/A		N/A	

BACKGROUND:

- 1. The Petitioner, Gem Car Wash LLC, is seeking an Amendment to the Planned Unit Development established in O#35-2020 and amended in O#33-2021 and O#5-2022.
- 2. They are seeking to establish Motor Vehicle Repair and/or Service as an accessory use to the existing car wash.
- 3. This is considered a major amendment that requires re-approval of the Planned Unit Development.
- 4. The motor vehicle repair would be located in the bays at the rear of the property.
- 5. The owner has stated that it would only be minor work- brakes, oil changes, etc. with no major engine work being done on site.
- 6. The owner has said that there is already a triple catch basin on the premises.
- 7. The property is located in a C-2 Commercial District, where motor vehicle repair and/or service uses are allowed with a SUP.

KEY ISSUES:

- 1. The bays for maintenance are already on the property.
- 2. There is enough parking on site to accommodate this use.
- 3. There is already a triple catch basin on the premises.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

- 1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Special Use Permit with the following conditions:
 - a. The Special Use Permit be granted solely to Gem Car Wash LLC and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.
 - b. The approval standards from all previous ordinances governing this property will remain in effect.
 - 3. A triple catch basin must be installed.
 - d. No body work or spray painting will be permitted.

- e. All maintenance must be done inside of the maintenance bay located at the rear of the property.
- f. No outdoor storage of vehicles will be permitted.
- g. No overnight storage of vehicles will be permitted.
- h. An oil water separator must be installed.
- i. The necessary amount of car parking spaces for motor vehicle repair and/or service must be properly signed.
- j. Car parking spaces specifically for vehicles waiting to be worked on must be striped in accordance with Village standards.

CDC voted 6-0 to recommend approval.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of an Ordinance Granting an Amendment to a Planned Unit Development (regarding Special Use Permit, Motor Vehicle Repair and/or Service) at 904 W Irving Park Rd

ATTACHMENTS:

Description	<u>Upload Date</u>	<u>Type</u>
Cover Page	4/10/2025	Cover Memo
Aerial & Zoning	4/10/2025	Backup Material
Legal Notice	4/10/2025	Backup Material
Application w Approval Standards	4/10/2025	Backup Material
Staff Report	4/10/2025	Executive Summary
Plan	4/10/2025	Backup Material
Plat of Survey	4/10/2025	Backup Material
Draft Ordinance	4/21/2025	Ordinance
Draft CDC Minutes	4/22/2025	Backup Material



Community Development Commission
Public Hearing 04.08.25

CDC Case #2025 - 07

Gem Car Wash LLC 904 W Irving Park Road

Amendment to a Planned Unit Development Municipal Code Section 10 – 4 – 4

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



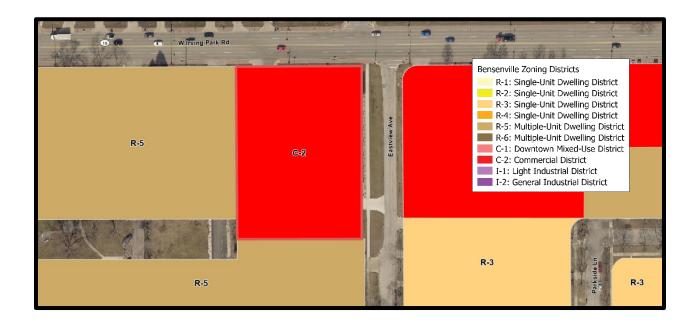




Village of Bensenville







LEGAL NOTICE/PUBLIC NOTICE NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Special Meeting of the Community Development Commission of the Village of Bensenville, DuPage and Cook Counties, will be held on Tuesday, April 8, 2025, at 6:30 P.M, at which a Public Hearing will be held to review case No. 2025 – 07 to consider a request for:

Amendment to a Planned Unit Development

Municipal Code 10 – 4 – 4

*Regarding:
Special Use Permit, Motor Vehicle Repair and/or Service

Municipal Code 10 – 7 – 2 – 1

At 904 W Irving Park Road is an existing C-2 Commercial District. The Public Hearing will be held in the Village Board Room at Village Hall, 12. S. Center Street, Bensenville.

The Legal Description is as follows:

PARCEL 1: THE EAST 80 FEET (EXCEPT THE NORTH 250 FEET AND EXCEPT EASTVIEW APARTMENT PER DOCUMENT R72-70911) (MEASURED ALONG THE NORTH LINE) OF LOTS 5 IN OWNER'S ASSESSMENT PLAT OF PART OF SECTIONS 11 AND 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1917 AS DOCUMENT 129399, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 250 FEET OF THE EAST 80 FEET (EXCEPT EASTVIEW APARTMENTS PER DOCUMENT R72-79811) (MEASURED ALONG THE NORTH LINE) OF LOT 5 OF THE OWNERS ASSESSMENT PLAT OF PART OF SECTION 11 AND 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1917 AS DOCUMENT 129399, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THE EAST 229 FEET (EXCEPT THE EAST 80 THEREOF) AND (EXCEPT EASTVIEW APARTMENT PER DOCUMENT R72-70911) OF LOT 5 IN OWNERS' ASSESSMENT PLAT OF PART OF SECTIONS 11 AND 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1917 AS DOCUMENT 129399, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF MAINSTREET (AS DEDICATED) OF EASTVIEW APARTMENT, BEING A SUBDIVISION OF THE EAST 229.0 FEET, AS MEASURED ALONG THE NORTH LINE THEREOF, OF LOT 5, EXCEPT THE NORTH 314.0 FEET THEREOF IN OWNERS ASSESSMENT PLAT OF PART OF SECTIONS 11, AND 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1917, AS 129399 IN DUPAGE COUNTY, ILLINOIS.

Commonly known as: 904 Irving Park Road, Bensenville.

Gem Car Wash LLC of 841 N York Road, Elmhurst, Illinois 60176 is the owner and the applicant for the subject property.

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

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

Office of the Village Clerk Village of Bensenville

TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT MARCH 13, 2025

X

For Office Use Only

Date of Submission: 2/18/25 MUNIS Account #: 14653 CDC Case #: 2025 - 07

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 900	+ W IRNING S	Rark Ros,
A. PROPERTY OW	(s) (PIN): 03-14-117 NER: Corporation (if applicable of the RD)	FEB 18 A.M.
Street	TOTAL RES	0010
City John Contact Person	State 630 - 235 - Telephone Number	Zip Code Zip Code THES John Yorky S. C. Jahoo. Com, Email Address
B. APPLICANT:	Corporation (if applicable)	
Street		
City	State	Zip Code
Contact Person	Telephone Number	Email Address
☐ Site Pla ☐ Special ☐ Variatio ☐ Admin	strative Adjustment Text or Map Amendment Appeal	SUBMITTAL REQUIREMENTS: Affidavit of Ownership** (signed/notarized) Application** Approval Standards** Plat of Survey/Legal Description Site Plan Building Plans & Elevations Engineering Plans

X
Brief Description of Request(s): (Submit separate sheet if necessary)
We are requesting for permission to do Light repair work on the Garage that we already have suc as oil change or Brake dange
95 oil change or Brake dange
C. PROJECT DATA:
1. General description of the site:
2. Acreage of the site: 1.31 Building Size (if applicable):
 Is this property within the Village limits? (Check applicable below) ✓ Yes No, requesting annexation No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.
List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)
0#35-2020,0#33-2021
OH 5-2022

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	C-2	Commercial	Village of Bensenville
North:	P-3	SF Residential	Village of Bensinville
South:	E-5	MF Residential	Village of Bensenville
East:	C-2	Vacant	Village of Bensenville
West:	P. 5	MF Residential	Village of Bensenville

D. APPROVAL STANDARDS:

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



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Upon the failure of the Petitioner/Applicant to reimburse the Village in accordance with this Agreement, no further action shall be undertaken on any Petition or Application by the Village President and Board of Trustees, or by any other official or quasi-official individual or body thereunder, including the conduct of any hearings or deliberations, the granting of any relief or approvals, and the execution or recording of any documents, until all such outstanding fees are paid in full. Further, the Village may deny any application for a grading, building or other permit if such amounts have not been paid in full. Upon any failure to reimburse the Village in accordance with this Section, the Village may in its discretion, elect to place a lien against any real property associated with the Petitioner/Applicant's Petition or Application. In the event such amounts are not paid in full within sixty (60) days after the date when the statement of such amounts due is delivered or deposited in the U.S. mail by the Village, such amounts due shall be deemed delinquent and thereafter a delinquency charge of one percent (1%) per month, or portion thereof, with a minimum delinquency charge of \$5.00 per month, shall be added to the amount due until such amount, including all delinquency charges, is received by the Village. Said lien shall be in an amount equal to the outstanding amount owed to the Village.

The remedies available to the Village as set forth hereinabove are non-exclusive and nothing herein shall be deemed to limit or waive the Village's right to seek relief of such fees against any or all responsible parties in a court of competent jurisdiction.

BY SIGNING BELOW, THE PETITIONER/APPLICANT ACKNOWLEDGES THAT THEY HAVE READ THE FOREGOING PARAGRAPHS AND FULLY UNDERSTANDS AND AGREES TO COMPLY WITH THE TERMS SET FORTH HEREIN. FURTHER, BY SIGNING BELOW, THE SIGNATORY WARRANTS THAT THEY POSSESS FULL AUTHORITY TO SO SIGN.

THE PETITIONER/APPLICANT AGREES THAT THEY SHALL BE LIABLE FOR PAYMENT OF FEES REFERRED TO IN APPLICABLE SECTIONS OF THE ORDINANCES OF THE VILLAGE OF BENSENVILLE, AND AS SET FORTH HEREIN.

Petitioney Applicant

Date



STATE OF ILLINOIS)
)SS.
COUNTY OF DUPAGE AND COOK)

AFFIDAVIT OF OWNERSHIP	AFFID	AVIT	OF	OWNERSHIP
------------------------	-------	------	----	-----------

1 Migan	Salik	the undersigned Affiant, being first duly sworn, or
oath states:		

- 1. That Affiant has personal knowledge of the representations and statements made herein, and has examined all necessary documents, records of ownership and such other information as is required to confirm the statements and representations herein;
- 2. That the owner(s) and contract purchaser(s), if any, as set forth on the Petition attached hereto is (are) the owner(s) of record and contract purchasers of said property;
- 3. That all consents to the attached Petition required of lenders or of others holding an interest in the property have been obtained;
- 4. This Affidavit of Ownership is given to induce the Village of Bensenville, without further inquiry as to ownership or purchase interest, to rely on said statements and representations and to process and set for Public Hearing the Petition as attached hereto; and,
- 5. Affiant is aware of and has been advised that any false statement set forth in this Affidavit of Ownership may subject Affiant to criminal sanctions for perjury, punishable as provided by the statutes of the State of Illinois in relation to the crime of perjury.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit of Ownership this

17th day of, February 20	<u> 35</u> .
OFFICIAL SEAL PAMELA J SYLVESTER Notary Public, State of Illinois Commission No. 1003588 My Commission Expires January 29, 2029	Signature

SUBSCRIBED and SWORN to

before me this 17th day of, February, 2025.

Nothery Public



Yes

- the Proposed Special use will not endanger the health, safety, comfort, convenience and general welfare of

the public

The Proposed Spean use is compatible with the character of adjacent properties and other property within the immediate Vicinity of the Proposed special USC.

- the proposed special we will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use TEBISAM.

- the proposed Special we will not require utilities
access roads, drainage and/or other facilities of services to a
degree disproportionate to that normally expected of permitted
uses in the district nor generate disproportionate demand for
new services or facilities in such a may as to place under borders
upon existing development in the area.

The proposed speak Use is consistent with the intent of the comprehensive Plan this title and the other land use Policies of the village



STAFF REPORT

HEARING DATE: April 8, 2025 **CASE #:** 2025 – 07

PROPERTY: 904 W Irving Park Rd **PROPERTY OWNER:** Gem Car Wash LLC

APPLICANT Same as above **SITE SIZE:** 1.31 acres

BUILDING SIZE: N/A

PIN NUMBER: 03-14-120-018

ZONING: C-2 Commercial District

REQUEST: Amendment to a Planned Unit Development

Municipal Code 10-4-4

*Regarding:

Special Use Permit, Motor Vehicle Repair and/or Service

Municipal Code 10-7-2-1

PUBLIC NOTICE:

1. A Legal Notice was published in the Bensenville Independent on Thursday, March 13, 2025. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.

- 2. Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on Wednesday, March 12, 2025.
- 3. On Wednesday, March 12, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Petitioner, Gem Car Wash LLC, is seeking an Amendment to the Planned Unit Development established in O#35-2020 and amended in O#33-2021 and O#5-2022. They are seeking to establish Motor Vehicle Repair and/or Service as an accessory use to the existing car wash. This is considered a major amendment that requires re-approval of the Planned Unit Development. The motor vehicle repair would be located in the bays at the rear of the property. The owner has stated that it would only be minor work- brakes, oil changes, etc. with no major engine work being done on site. The owner has said that there is already a triple catch basin on the premises. The property is located in a C-2 Commercial District, where motor vehicle repair and/or service uses are allowed with a SUP.

SURROUNDING LAND USES:

	Zoning	Land Use Comprehensive Plan		Jurisdiction
Site	C-2	Commercial	Multi-Family Residential	Village of Bensenville
North	R-3	Single Family Residential	Single Family Residential	Village of Bensenville
South	R-5	Multi-Family Residential	Medium Density Residential	Village of Bensenville
East	C-2	Vacant/Under Development	Local Commercial	Village of Bensenville
West	R-5	Multi-Family Residential	Medium Density Residential	Village of Bensenville

DEPARTMENT COMMENTS:

SUPPORTS THE FOLLOWING APPLICABLE V Financially Sound Village X Quality Customer Oriented Services Safe and Beautiful Village	 ILLAGE GOALS: Enrich the lives of Residents Major Business/Corporate Center Vibrant Major Corridors
Finance: 1) Account up to date with no liens.	
Police: 1) No comments.	

Engineering and Public Works:

- 1) There were issues in 2023 with solids in the downstream water. Need to confirm that their grit and solids collection system is working correctly.
- 2) An oil water separator will need to be installed in accordance with Illinois Plumbing code.

Community & Economic Development:

Economic Development:

1) No comments.

Fire Safety:

1) No comments.

Building:

- 1) Where would cars park while waiting?
- 2) Triple catch basin would be needed.

Planning:

- 1) The 2015 Comprehensive Plan indicates "Multi-Family Residential".
- 2) The current zoning is C-2 Commercial District.
- 3) The applicant is seeking an amendment to the PUD and a Special Use Permit to allow Motor Vehicle Repair and/or Service at 904 W Irving Park Road.
- 4) Per Municipal Code Section 10 7 3T, Motor Vehicle Repair and/or Service, the following standards apply:

- a. Outdoor Storage: Disabled or inoperable vehicles and those awaiting pick-up may be stored outdoors if the following conditions are met:
 - i. Location: Outdoor storage of vehicles is prohibited in the front yard and corner side yard.
 - ii. Screening: To the extent practicable, storage areas shall be screened from view of the street by building and/or landscape screening in accordance with the requirements of subsection <u>10-9-5</u>B, "Parking Lot Perimeter Landscape", of this title.
 - iii. Storage Duration: Motor vehicle repair and/or service facilities may not store the same vehicles outdoors for more than thirty (30) days.
- b. Location For Repairs: All repairs must occur inside an enclosed building.
- c. Screening: Street frontage not occupied by buildings or driveways shall be improved with landscape screening in accordance with the requirements of subsection 10-9-5B, "Parking Lot Perimeter Landscape", of this title.
- 5) Per Village Code Section 10 7 3X, Outdoor Storage Area, the following regulations apply:
 - a. Location: Outdoor storage areas shall be located on an improved surface in the interior side yard or rear yard.
 - b. Height: Materials stored in an outdoor storage area shall not exceed eight feet (8') in height within twenty feet (20') of any lot line.
 - c. Uses: Outdoor storage areas are allowed as an accessory use provided such areas do not occupy more than twenty five percent (25%) of the gross lot area. Outdoor storage areas are allowed as a principal use in association with the following principal uses: garden center, motor vehicle rental, motor vehicle repair and/or service, motor vehicle sales, heavy industrial, light industrial, medium industrial, machinery and equipment sales and rental, and warehousing, storage, or distribution. Outdoor storage areas may be allowed as a principal use in association with other principal uses with prior written approval by the Zoning Administrator.
 - d. Any outdoor storage in excess of 25% of gross lot area require an additional Special Use Permit.
- 6) Per Village Code 10 8 2 1 Off-street Parking Requirements
 - a. Maximum 2 spaces per service bay plus 1 per 300 square foot of retail space.
 - b. The Amended PUD currently includes 2 spaces per bay for the car wash use, in addition to a maximum of 8 spaces for the new Motor Vehicle Repair use. There are currently 30 spaces on the Property.
 - i. Staff believes there is the ability to meet parking standards within the existing parking spaces.

Applicant Response:

APPROVAL STANDARDS FOR PLANNED UNIT DEVELOPMENT

- 1. **Comprehensive Plan**. The proposed planned unit development fulfills the objectives of the Comprehensive Plan, and other land use policies of the Village, through an innovative and creative approach to the development of land.
- 2. **Adequate Facilities**. The proposed planned unit development will provide walkways, driveways, streets, parking facilities, loading facilities, exterior lighting, and traffic

control devices that adequately serve the uses within the development, promote improved access to public transportation, and provide for safe motor vehicle, bicycle, and pedestrian traffic to and from the site.

- 3. **Mitigating Nuisance**. The proposed planned unit development will provide landscaping and screening that enhances the Village's character and livability, improves air and water quality, reduces noise, provides buffers, and facilitates transitions between different types of uses.
- 4. **Site Design**. The proposed planned unit development will incorporate sustainable and low impact site design and development principles.
- 5. **Natural Features**. The proposed planned unit development will protect the community's natural environment to the greatest extent practical, including existing natural features, water courses, trees, and native vegetation.
- 6. **Utilities**. The proposed planned unit development will be provided with underground installation of utilities when feasible, including electricity, cable, and telephone, as well as appropriate facilities for storm sewers, stormwater retention, and stormwater detention.

Staff feels the approval standards below have been met.

	Meets St	Meets Standard	
Approval Standards for PUDs	Yes	Yes No	
1. Comprehensive Plan	X		
2. Adequate Facilities	X		
3. Mitigating Nuisance	X		
4. Site Design	X		
5. Natural Features	X		
6. Utilities	X		

APPROVAL STANDARDS FOR SPECIAL USE

- 1. **Public Welfare:** The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.
- 2. **Neighborhood Character:** The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.
- 3. **Orderly Development:** The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use.
- 4. **Use of Public Services and Facilities:** The proposed special use will not require utilities, access roads, drainage and/or other facilities or services to a degree disproportionate to

that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

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

Staff feels the approval standards below have been met.

	Meets Standard				
Approval Standards for Special Use Permits	Yes	No			
7. Public Welfare	X				
8. Neighborhood Character	X				
9. Orderly Development	X				
10. Use of Public Services and Facilities	X				
11. Consistent with Title and Plan	X				

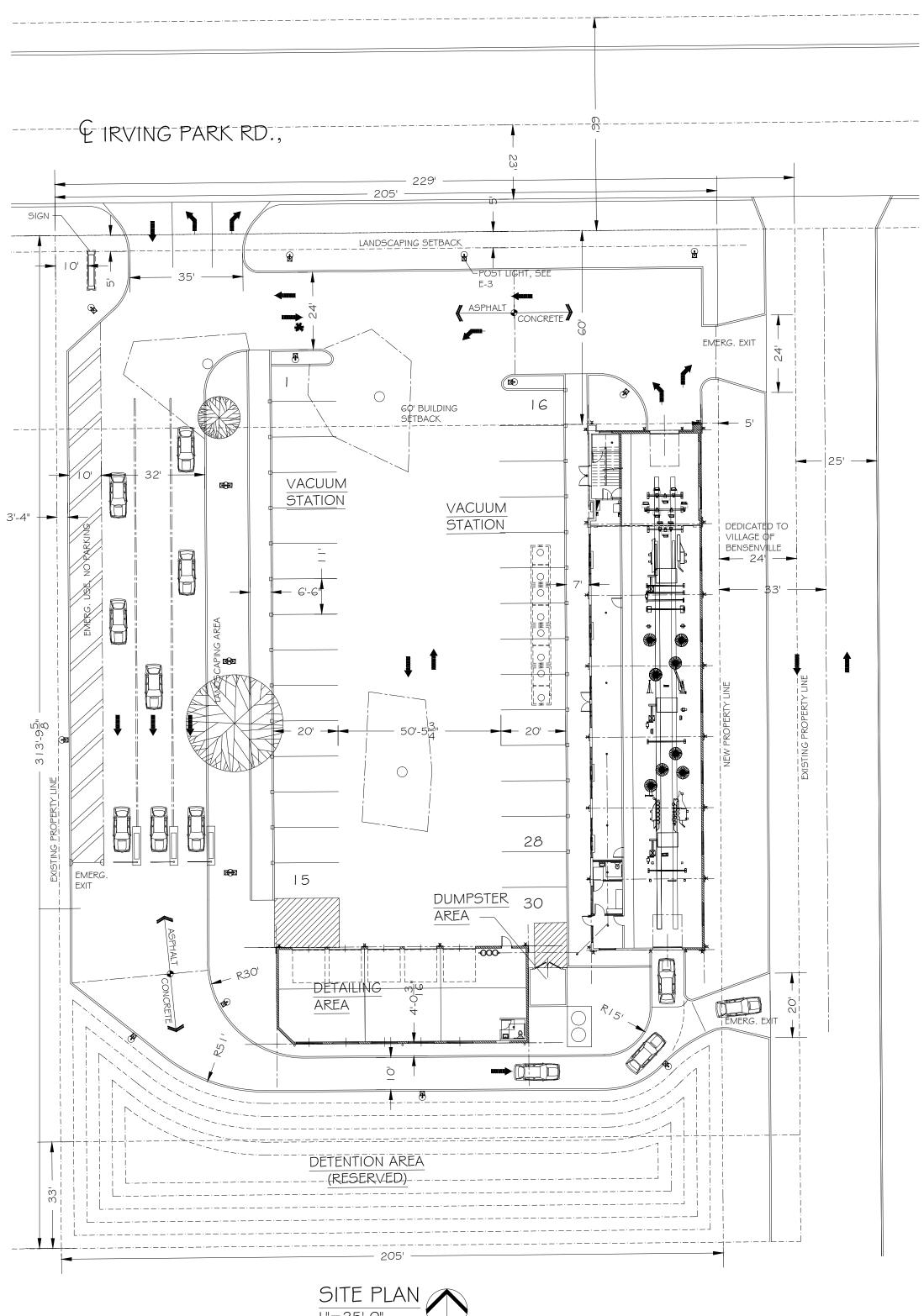
RECOMMENDATIONS:

- 1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Special Use Permit with the following conditions:
 - a. The Special Use Permit be granted solely to Gem Car Wash LLC and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.
 - b. The approval standards from all previous ordinances governing this property will remain in effect.
 - c. A triple catch basin must be installed.
 - d. No body work or spray painting will be permitted.
 - e. All maintenance must be done inside of the maintenance bay located at the rear of the property.
 - f. No outdoor storage of vehicles will be permitted.
 - g. No overnight storage of vehicles will be permitted.
 - h. An oil water separator must be installed.
 - i. The necessary amount of car parking spaces for motor vehicle repair and/or service must be properly signed.
 - j. Car parking spaces specifically for vehicles waiting to be worked on must be striped in accordance with Village standards.

Respectfully Submitted,
Department of Community & Economic Development

GEM CAR WASH

904-910 W. IRVING PARK RD., BENSENVILLE, IL. OWNER: JOHN SADIKU ARCHITECT: RAY FANG & ASSOCIATES



ZONING DISTRICT: C-2 MINIMUM LOT AREA N/A

- MINIMUM LOT WIDTH 50 FT. B MAXIMUM PRINCIPAL BUILDING HEIGHT N/A MAXIMUM IMPERVIOUS COVERAGE 90%
- SETBACK REQUIREMENTS MAXIMUM FRONT SETBACK
- MAXIMUM CORNER SIDE SETBACK MINIMUM INTERIOR SIDE SETBACK MINIMUM REAR SETBACK OFT
- MINIMUM SETBACK ADJACENT TO A RESIDENTIAL DISTRICT 25 FT. DESIGN REQUIREMENTS:
- PARKING LOCATION FRONT, CORNER SIDE, INTERIOR SIDE, OR REAR YARD MINIMUM TRANSPARENCY 60% PRINCIPAL ENTRANCE LOCATION FRONT OR CORNER SIDE FACADE

TYPE OF OCCUPANCY: TYPE B, BUSINESS

- TYPE OF CONSTRUCTIONS: TYPE IIB STRUCTURAL FRAME
- COLUMNS, GIRDERS, TRUSSES ----- O HR BEARING WALLS
- EXTERIOR --(EXTERIOR WALL SEPARATION > 30 FT, THEREFORE 0 HR) INTERIOR --
- NON BEARING WALL EXTERIOR --TABLE 602 INTERIOR ---
- FLOOR CONSTRUCTION ---
- -- O HR ROOF CONSTRUCTION INCLUDING SUPPORTING BEAMS, JOISTS -- O HR

ONE EGRESS AS OCCUPANCY < 50

FIRE SPRINKLER & FIRE ALARM: PROVIDED NEW. CONTRACTOR TO APPLY FOR SEPARATE PERMIT FOR FIRE ALARM AND FIRE

SITE DATA SUMMARY:

(REFER TO CIVIL FOR MORE DETAILS) TOTAL SITE DEVELOPMENT AREA ----- 71,863 SF EXISTING SITE CONDITIONS:

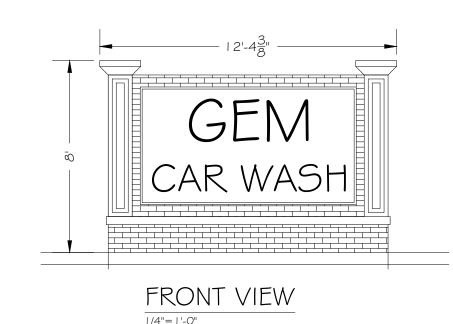
- . BUILDING AREA -----3830.8 SF . PARKING AREA ---LANDSCAPING AREA ----- EXISTING VEGETATION
- NEW DEVELOPMENT SUMMARY: BUILDING AREA -----5.635 +2329.4 SF . PARKINGS & DRIVEWAYS----- SEE CIVIL . SIDEWALKS ----2,596 SF . LANDSCAPINGS ---- SEE L-I

DRAWING INDEX:

- T- I ----- NEW SITE DEVELOPMENT PLAN, ZONING \$ BUILDING CODE SUMMARY, PERSPECTIVE VIEW & DRAWING INDEX. L- I ----- LANDSCAPING PLANS, NOTES
- A- I ----- FLOOR & CELG. PLAN, ENLARGED TOILET PLAN, NEW STAIR DETAILS A-2 ---- NORTH, SOUTH & WEST ELEVATIONS, CROSS SECTION
- A-3 ---- EAST ELEV., 2ND FL. & CELG. PLANS. ROOF-PLAN
- A-4 ---- WALL SECTION AND DETAILS, ADA DIMEN, DOOR \$ ROOM SCHEDULES AE-5 ----- DETAIL AREA PLANS, AND ELEVATIONS
- A-G ----- DETAIL WALL SECTION, ROOM \$ DOOR SCHEDULES S-I ---- DESIGN LOAD, FOUNDATION PLANS, DETAILS
- S-2 ---- ROOF SLAB (SPANCRETE), 2ND FL. FRAMINGS, CMU PIER REINF. DETAILS 5-3 ---- LINTEL BEAM PLAN AND DETAILS, STAIR FRAMINGS
- M-I ---- IST \$ 2ND. FL. CELG. M-PLAN, ROOF TOP UNIT, EXHAUST FAN SCHEDULES, VENTILATION DATA AND SUMMARIES
- M-2 ----- DETAIL AREA M-PLAN \$ EQ. SCHEDULES E-I ----- NEW FL. \$ CELG. E-PLANS
- E-2 ----- 2ND FL. & CELG. E-PLANS, E-RISER, E-PANEL SCHEDULES, E-NOTES E-3 ----- SITE LIGHTS, TYP. PARKING POST DETAIL
- E-4 ----- PHOTOMETRIC STUDY, FIXTURES AND DENSITY SUMMARY P- I ----- NEW FLOOR P-PLAN, WASTE/VENT/WATER DIAGRAM, FIXTURE SCHEDULES AND
- PLUMBING NOTES.

VILLAGE NOTES: FIRE SPRINKLER AND FIRE ALARM: OWNER TO PROVIDE SEPARATE FIRE

SPRINKLER AND FIRE ALARM DRAWINGS FOR VILLAGE'S FIRE DEPARTMENT'S APPROVAL.





HANDICAP NOTES:

- I.) HANDICAP NOTES: a.) MAINTAIN TOILET CENTERLINE 18" FROM THE WALL. NEW SEAT HEIGHT SHALL BE BETWEEN 17" TO 19". TOILET'S FLUSH CONTROL
- SHALL BE IN COMPLIANCE WITH ANSI 4.16.5. b.) GRAB BARS SHALL BE BETWEEN 33" TO 36" A.F.F., AND ARE 36" (REAR) AND 42" (SIDE) IN LENGTH. GRAB BARS SHALL BE IN COMPLIANCE WITH ANSI4.24.
- c.) COUNTER OR RIM OF LAVATORY CAN NOT EXCEED 34". CLEARANCE UNDER LAVATORY RIM IS MIN. 29".
- d.) FAUCETS SHALL BE IN COMPLIANCE WITH ANSI 4.19.5. e.) THE BOTTOM OF INSTALLED MIRROR SHALL NOT BE MORE THAN 40" A.F.F.. (ANSI 4.19.6) f.) TOILET PAPER DISPENSER IN HANDICAP TOILET STALL SHALL BE IN
- COMPLIANCE WITH ANSI 4.16.6 AND MOUNTED A MIN. OF 19" TO OPERATING DEVICE. q.) PROVIDE MIN. CLEARANCE FOR ALL GRAB BARS, AND THAT NO INTERFERENCE WILL RESULT FROM FLUSH CONTROLS OR WATER
- CLOSET, OR FROM PLACEMENT OF TOILET PAPER HOLDER, OR FROM TOILET SEAT LID. ANSI 4.24 h.) ALL OPERATING CONTROLS (SOAP DISPENSERS, PAPER TOWEL DISPENSERS, ETC.) ARE REQUIRED TO BE OPERABLE WITH ONE HAND
- AND NOT REQUIRE GRASPING, ETC. IN COMPLIANCE WITH ANSI 4.25.4 1.) PROVIDE SIGNAGE INDICATING ACCESSIBILITY IN ACCORDANCE WITH ANSI 4.28.5 FOR THE ENTRANCE. (IAC 400.310 r.
- 2.) TACTILE WARNING SURFACE FOR DOORS: PROVIDE TACTILE WARNING SURFACE (KNULL) FOR ALL DOORS TO HAZADOUS ROOMS. I.E. STAIRWELL, STORAGE ROOMS, MECH/UTIL RM, ELECTRICAL RM, SPRINKLER ROOM.
- 3.) TACTILE WARNING SURFACE FOR STAIRS: PROVIDE TACTILE WARNING SURFACE (PER IDOT) FOR ALL LANDINGS LEADING TO THE STAIR, MIN. 3' DEEP ALONG THE PATH OF EGRESS.

ENERGY CODE REQUIREMENTS: IEC 2018, TABLE C402.1.3, C402.1.4

EITEROT CODE		_,,,,	
COMPONENTS	CODE VALUE	PROJECT VALUE	REMARKS
EXT. WALLS W/ WOOD FURRING	U=0.064	U=0.064	8" CMU W/ I" INSULATION WALL \$ WITH INTERIOR WOOD FURRING, R-13
EXT. WALLS W/ WOOD FURRING	U=0.064	U=0.064	G" METAL STUDS W/ 2" C. I. WALL \$ WITH INTERIOR METAL FURRING, R-21, TOTAL R=17.35 OR U=0.0576
ROOF	R=30 C.I.	R=32.5 C.I.	5" ISOCAN. (R=G.5/IN) THERMAL INSULATION
WINDOWS	U=0.38 SHGC=0.40	U=0.35 SHGC=0.40	I" STOREFRONT TYPE WINDOW W/ LOW E
SKYLIGHTS	U=0.50 SHGC=0.40	U=0.50 SHGC=0.40	BY WASCO COMPANY IF USED
OPAQUE DOORS	U=0.35 U=0.31	U=0.35 U=0.30	SWINGING SLIDING, ROLL-UP DOOR TYPE

VALUES ABOVE ARE MINIMUMS. SEE DRAWING FOR ACTUAL

GENERAL BUILDING NOTES:

CODES AND REGULATIONS:

SITE SUMMARY

DATA

AREA = 71863 SF = 1.65 ACRE

 $AREA = 161' \times 35' = 5,635 SF$

REMARKS

ITEM DESCRIPTIONS

2

4

SITE AREA

BUILDING

VACUUM

STATION

EMPLOYEE

DETAILS STATION

COMPLY WITH CODES, LAWS, LOCAL ORDINANCES, RULES, AND

REGULATIONS OF PUBLIC AUTHORITIES GOVERNING THE WORK.

INSPECTIONS OR PERMIT FEES: OBTAIN AND PAY FOR PERMITS AND INSPECTIONS REQUIRED BY

PUBLIC AUTHORITIES GOVERNING THE WORK.

DISCREPANCIES: 3.1) IN THE EVENT THAT THERE IS A DISCREPANCY BETWEEN THE GENERAL NOTES, DRAWINGS, AND/OR TECHNICAL SPECIFICATIONS THE CONTRACTOR SHALL NOTIFY THE ARCHITECT TO RESOLVE THE

3.2) NOTES AND REFERENCES APPEAR ON VARIOUS SHEETS FOR DIFFERENT SYSTEMS AND CONSTRUCTION MATERIALS. ALL SHEETS ARE TO BE REVIEWED AND NOTES ON ANY ONE SHEET ARE APPLICABLE TO RELATED DRAWINGS AND DETAILS.
3.3) DETAILS NOT SHOWN ARE SIMILAR IN CHARACTER TO THOSE DETAILED. WHERE SPECIFIC DIMENSIONS, DETAILS, OR DESIGN INTENT CANNOT BE DETERMINED CONSULT THE ARCHITECT BEFORE BEGINNING WORK. 3.4) THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IN WRITING OF

ANY DISCREPANCIES, OMISSIONS, AND/OR CONFLICTS. 3.5) ANY DETAILS, SYSTEMS, MATERIALS, ETC. WHICH ARE PROPOSED TO BE CHANGED MUST BE REVIEWED AND FOUND ACCEPTABLE BY THE ARCHITECT.

4. MATERIAL SUBMITTED AS OR EQUALS:

ANY DETAILS, SYSTEMS, MATERIALS, ETC. WHICH ARE PROPOSED TO BE CHANGED MUST BE REVIEWED AND FOUND ACCEPTABLE BY THE ARCHITECT.

5. FIRE RESISTIVE REQUIREMENTS:

ALL JOINTS OF ANY ELEMENT OF CONSTRUCTION WHICH IS REQUIRED TO HAVE A FIRE RESISTANCE RATING SHALL BE INSTALLED PER THE MANUFACTURERS' PUBLISHED TESTED ASSEMBLY AND SHALL BE TIGHT AND SHALL PREVENT THE PASSAGE OF SMOKE OR FLAME.

6. GENERAL HEADROOM REQ'TS .:

PROVIDE 7'-6" MINIMUM HEADROOM CLEARANCE TO ALL STRUCTURAL FRAMING, METAL WORK, PIPING, LIGHTING, DUCTWORK, ETC. IN ALL STAIRWAYS AND EXIT PASSAGES AT ALL CONDITIONS.

7. ISOLATION OF DISSIMILAR MATERIALS:

ALL DISSIMILAR METALS SHALL BE EFFECTIVELY ISOLATED FROM EACH OTHER TO PREVENT MOLECULAR BREAKDOWN.

8. ACCESS PANELS FOR EQUIPMENT, VALVES, ETC. 8.1) PROVIDE ACCESS PANELS AS REQUIRED BY APPLICABLE CODES AND AS REQUIRED. ALL ACCESS PANELS SHALL BE CONCEALED AND LOCATIONS SHALL BE REVIEWED WITH THE ARCHITECT PRIOR TO

INSTALLATION. SHOP DRAWINGS SHALL BE SUBMITTED LOCATING ALL ACCESS PANELS. 8.2) CONTRACTOR SHALL COORDINATE PLACEMENT OF ALL CEILING ELEMENTS WITH MECHANICAL, ELECTRICAL, FIRE PROTECTION WORK

AND THE CEILING INSTALLER. WHERE DISCREPANCIES EXIST BETWEEN

DRAWINGS AND INSTALLATION REVIEW WITH ARCHITECT. 8.3) CONTRACTOR TO COORDINATE ALL EQUIPMENT HOUSEKEEPING PADS WITH MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION CONTRACTORS. SHALL BE REVIEWED WITH THE

ARCHITECT PRIOR TO INSTALLATION. 9. DIMENSION CRITERIA:

ALL DIMENSIONS SHALL BE VERIFIED ON SITE BY CONTRACTOR BEFORE PROCEEDING WITH THE WORK.

PARTITIONS ARE DIMENSIONED TO THE UNFINISHED FACE OF THE WALL U.N.O. DIMENSIONS SHALL GOVERN. DO NOT SCALE UNLESS NOTED OTHERWISE ALL STAIRS, ELEVATOR SHAFTS, AND MECHANICAL SHAFTS ARE DIMENSIONED TO THEIR CLEAR INSIDE

OPENING. 10. PARTITION CRITERIA:

10.1) UNLESS NOTED OTHERWISE ALL PARTITIONS SHALL EXTEND TO THE UNDERSIDE OF THE STRUCTURAL DECK AND FRAMING SYSTEM 10.2) PROVIDE FOR VERTICAL MOVEMENT AT HEAD OF ALL CMU AND GYPSUM BOARD CONSTRUCTION. IN GYP. BOARD CONSTRUCTION CONNECT THE HEAD RUNNER CHANNEL TO UNDERSIDE OF STRUCTURE, CUT STUDS TO ALLOW FOR VERTICAL MOVEMENT AND

STUDS ONLY. 10.3) PROVIDE CONTROL JOINTS IN GYPSUM BOARD CONSTRUCTION SUCH THAT FURRING RUNS DO NOT EXCEED 30'-0" IN EITHER DIRECTION WITHOUT PERIMETER RELIEF.

DO NOT FASTEN TO RUNNER CHANNEL. FASTEN GYP. BOARD TO

10.4) PROVIDE LATERAL STEEL BRACING TO STRUCTURE ABOVE FINISHED CEILINGS FOR PARTITIONS EXCEEDING UNSUPPORTED HEIGHTS INDICATED ON DRAWINGS.

10.5) PROVIDE CONTINUOUS GYPSUM BOARD CANTS IN ELEVATOR SHAFTS WHERE HORIZONTAL SURFACES PROJECT INTO SHAFTS MORE THAN 2".

10.6) ALL TOILET DEMISING WALLS SHALL EXTEND TO UNDERSIDE OF STRUCTURE U.N.O. 10.7) PROVIDE SOUND ATTENUATION BLANKETS AS INDICATED.

10.8) ALL EXTERIOR JOINTS AROUND WINDOWS AND DOOR FRAMES, BETWEEN WALLS AND ROOF, AND AT THE PENETRATION OF THE EXTERIOR WALL WITH MECHANICAL, ELECTRICAL, AND/OR PLUMBING ELEMENTS SHALL BE SEALED OR WEATHER STRIPPED TO PREVENT AIR LEAKAGE.

11. FINISHING AND DOOR SCHEDULES:

SEE DRAWING FOR FINISHING AND DOOR SCHEDULES.

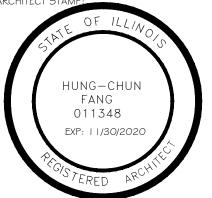
ARCHITECT'S CERTIFICATION:

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE CONFORM TO ALL LOCAL CODES AND ORDINANCES. ANY REPRODUCTIONS, CHANGES OR ASSIGNMENTS WITHOUT MY WRITTEN CONCENT ARE PROHIBITED

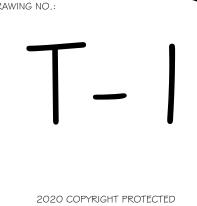


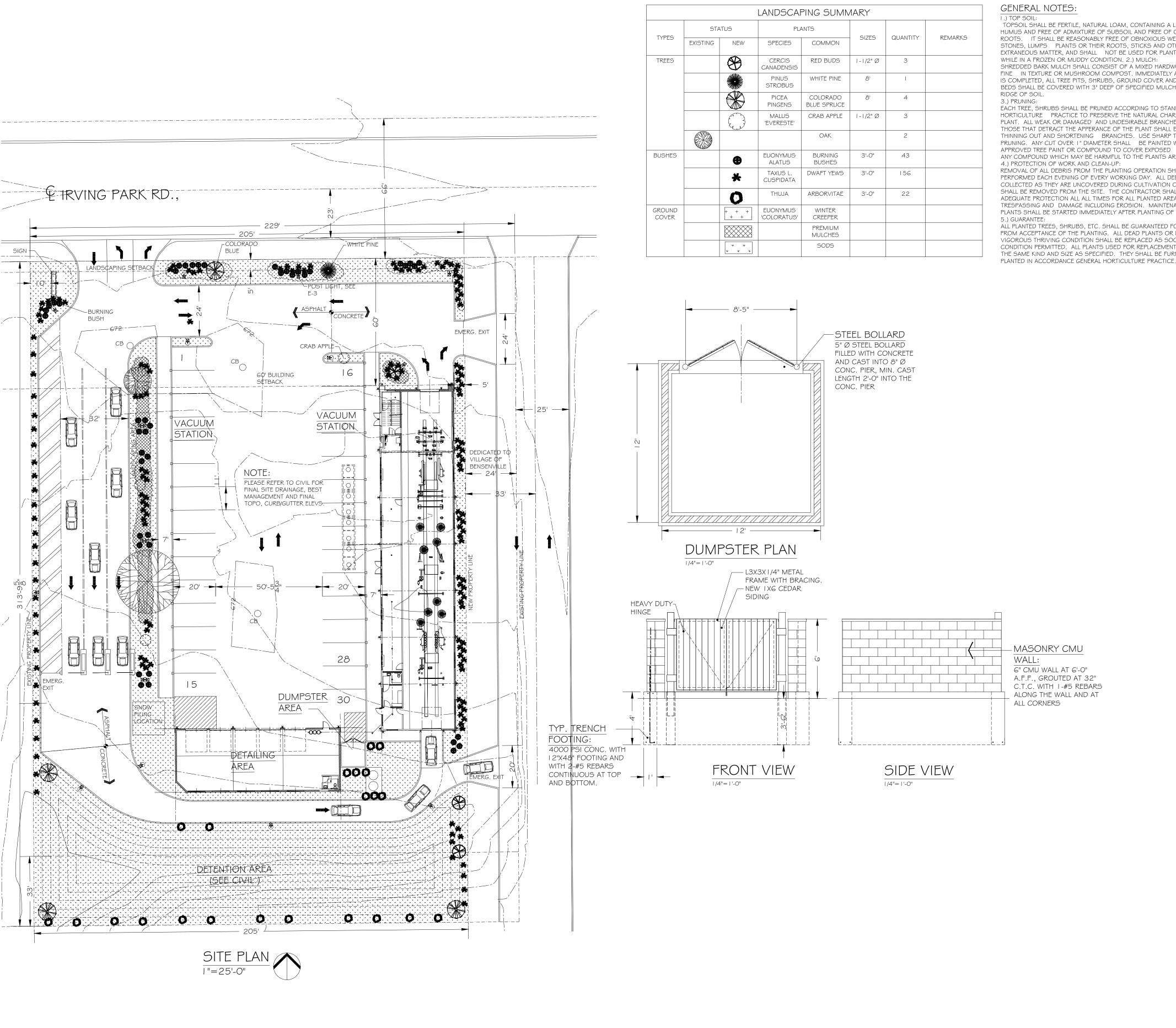
3-15-2020 DATE SEALED

RAY FANG & ASSOCIATES	PROJECT NAME:	TITLE DACE CENTEDAL	NO. REV.	DESCRIPTIONS	BY/DATE	PREPARER: DATE: RAY 2/9/2020	CROSS REFERENCES:
739 RED OAK DRIVE, BARTLETT, IL. 60103	GLIVI CAR WAJII	TITLE PAGE, GENERAL		FOR PERMITS	RAY 3/15/2020	reviewer: date: JOHN 2/9/2020	
630-788-5536, HCFANGOO3@AOL.COM DEVELOPER/OWNER:	PROJECT ADDRESS:		2			APPROVER DATE:	
JOHN SADIKU	904-910 W. IRVING PARK RD.,	CODES, BUILDING CODES,	<u>)</u>			PROJECT NUMBER: 12-10-2019A	
JOHN SADIKU, SMOKING@GMAIL.COM 828 N. YORK., ELMHURST, IL.	BENSENVILLE, IL. 60614	SIGNS	Ż 			SCALE: AS SHOWN	1



NO. 001-011348







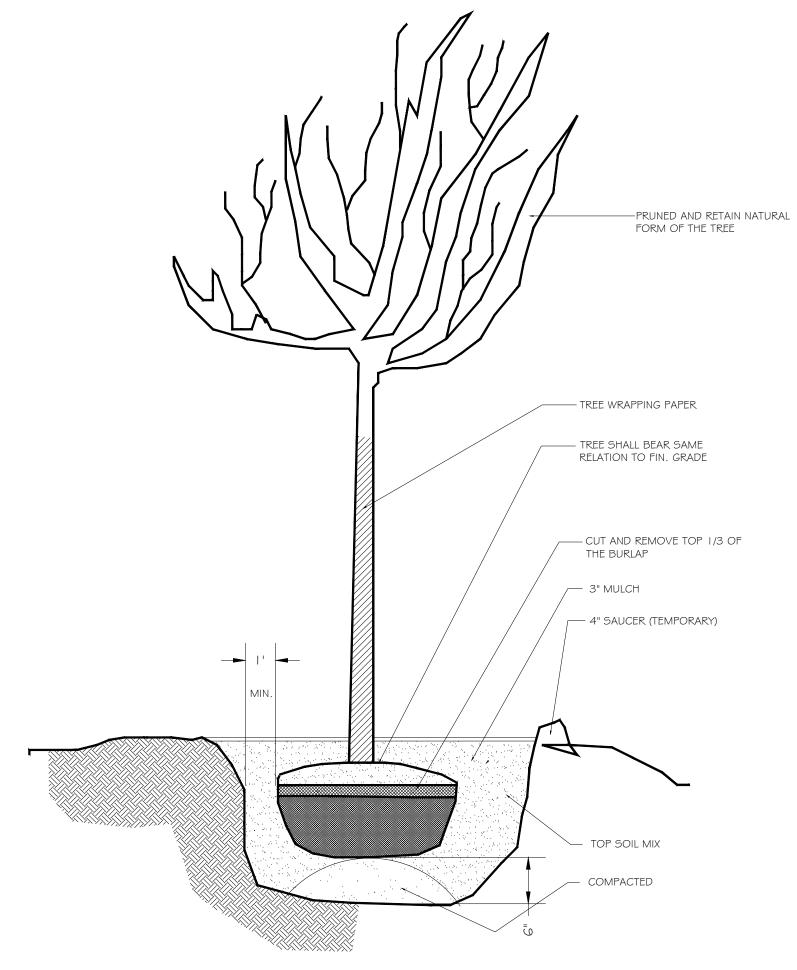
TOPSOIL SHALL BE FERTILE, NATURAL LOAM, CONTAINING A LIBERAL AMOUNT HUMUS AND FREE OF ADMIXTURE OF SUBSOIL AND FREE OF QUACK GRASS ROOTS. IT SHALL BE REASONABLY FREE OF OBNOXIOUS WEED SEED, STONES, LUMPS PLANTS OR THEIR ROOTS, STICKS AND OTHER EXTRANEOUS MATTER, AND SHALL NOT BE USED FOR PLANTING OPERATION

SHREDDED BARK MULCH SHALL CONSIST OF A MIXED HARDWOOD SPECIES FINE IN TEXTURE OR MUSHROOM COMPOST. IMMEDIATELY AFTER PLANTING IS COMPLETED, ALL TREE PITS, SHRUBS, GROUND COVER AND PERENNIAL BEDS SHALL BE COVERED WITH 3" DEEP OF SPECIFIED MULCH INSIDE THE

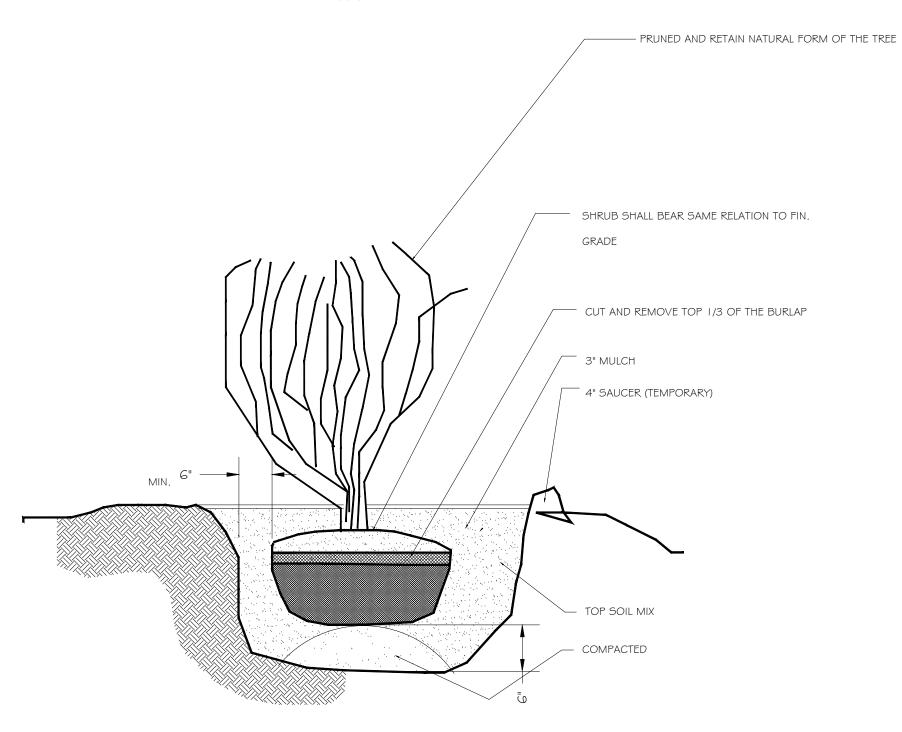
EACH TREE, SHRUBS SHALL BE PRUNED ACCORDING TO STANDARD HORTICULTURE PRACTICE TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL WEAK OR DAMAGED AND UNDESIRABLE BRANCHES, SUCKER, THOSE THAT DETRACT THE APPERANCE OF THE PLANT SHALL BE REMOVED BY THINNING OUT AND SHORTENING BRANCHES. USE SHARP TOOLS FOR PRUNING. ANY CUT OVER I" DIAMETER SHALL BE PAINTED WITH AN APPROVED TREE PAINT OR COMPOUND TO COVER EXPOSED LIVING TISSUE. ANY COMPOUND WHICH MAY BE HARMFUL TO THE PLANTS ARE PROHIBITED.

REMOVAL OF ALL DEBRIS FROM THE PLANTING OPERATION SHALL BE PERFORMED EACH EVENING OF EVERY WORKING DAY. ALL DEBRIS SHALL BE COLLECTED AS THEY ARE UNCOVERED DURING CULTIVATION OPERATION AND SHALL BE REMOVED FROM THE SITE. THE CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION ALL ALL TIMES FOR ALL PLANTED AREA AGAINST TRESPASSING AND DAMAGE INCLUDING EROSION. MAINTENANCE OF THE PLANTS SHALL BE STARTED IMMEDIATELY AFTER PLANTING OF THE PLANTS.

ALL PLANTED TREES, SHRUBS, ETC. SHALL BE GUARANTEED FOR ONE YEAR FROM ACCEPTANCE OF THE PLANTING. ALL DEAD PLANTS OR PLANTS NOT IN VIGOROUS THRIVING CONDITION SHALL BE REPLACED AS SOON AS WEATHER CONDITION PERMITTED. ALL PLANTS USED FOR REPLACEMENT SHALL BE OF THE SAME KIND AND SIZE AS SPECIFIED. THEY SHALL BE FURNISHED AND

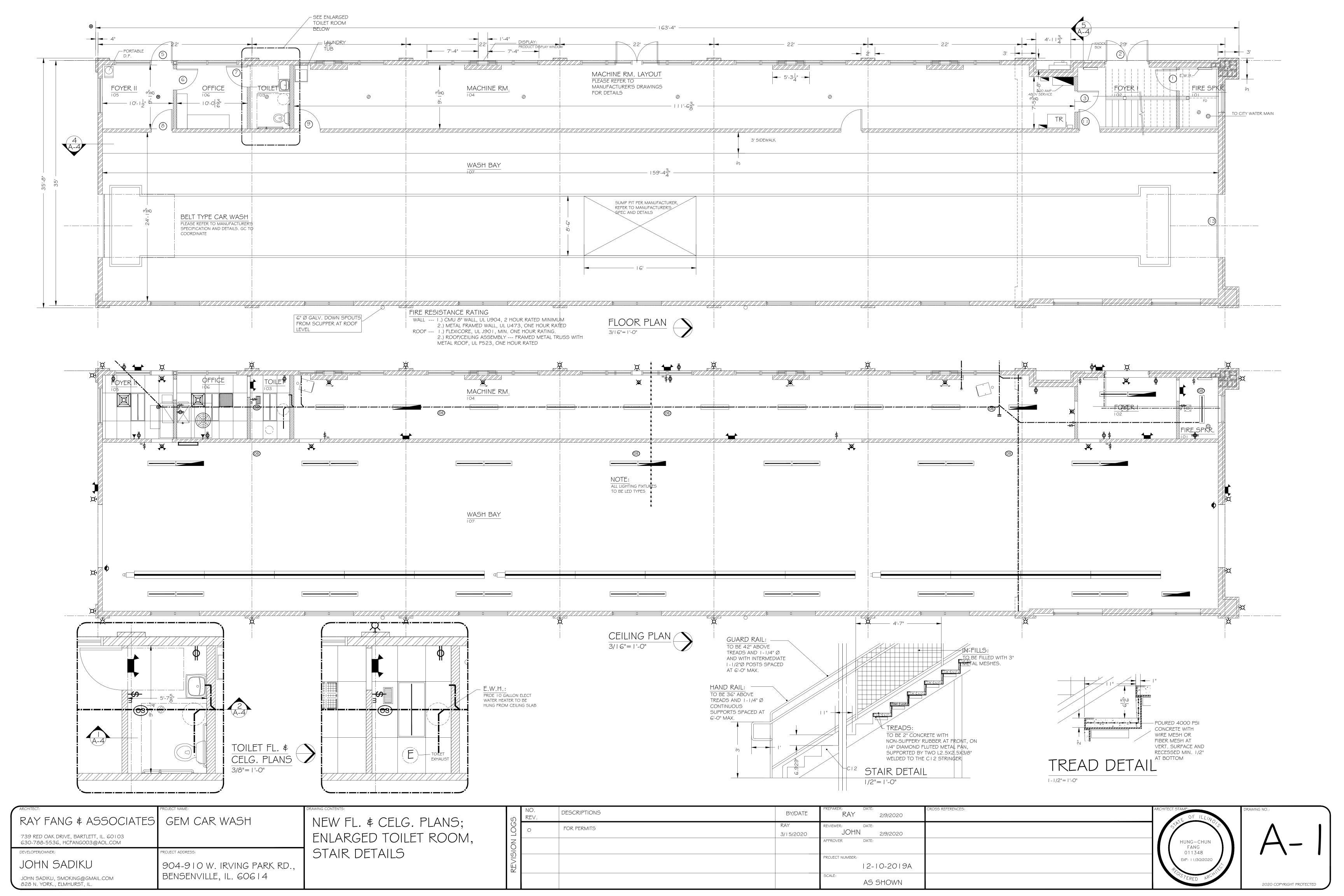


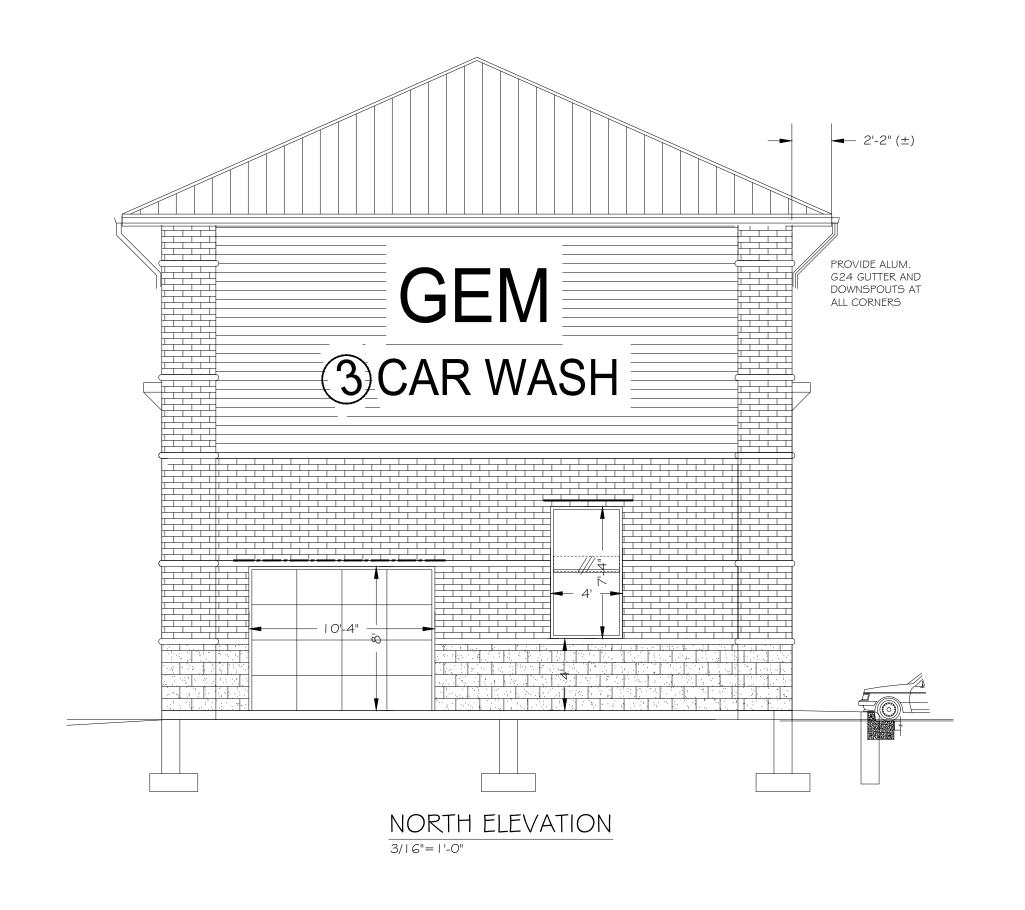
TYPICAL TREE PIT DETAIL

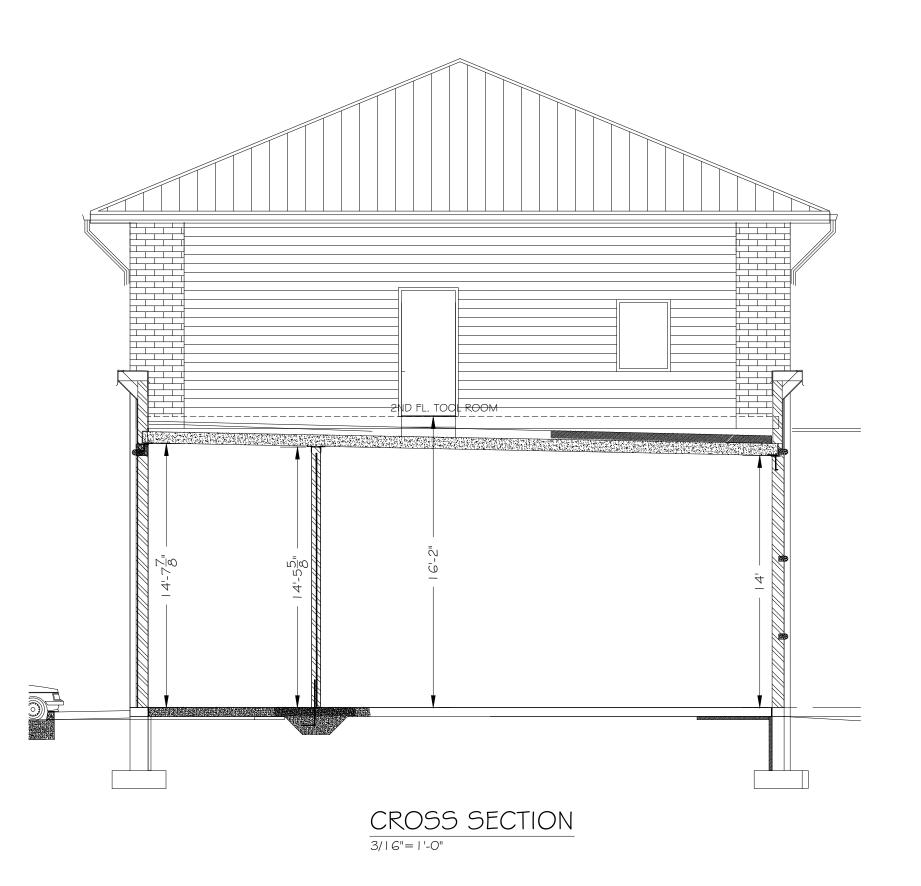


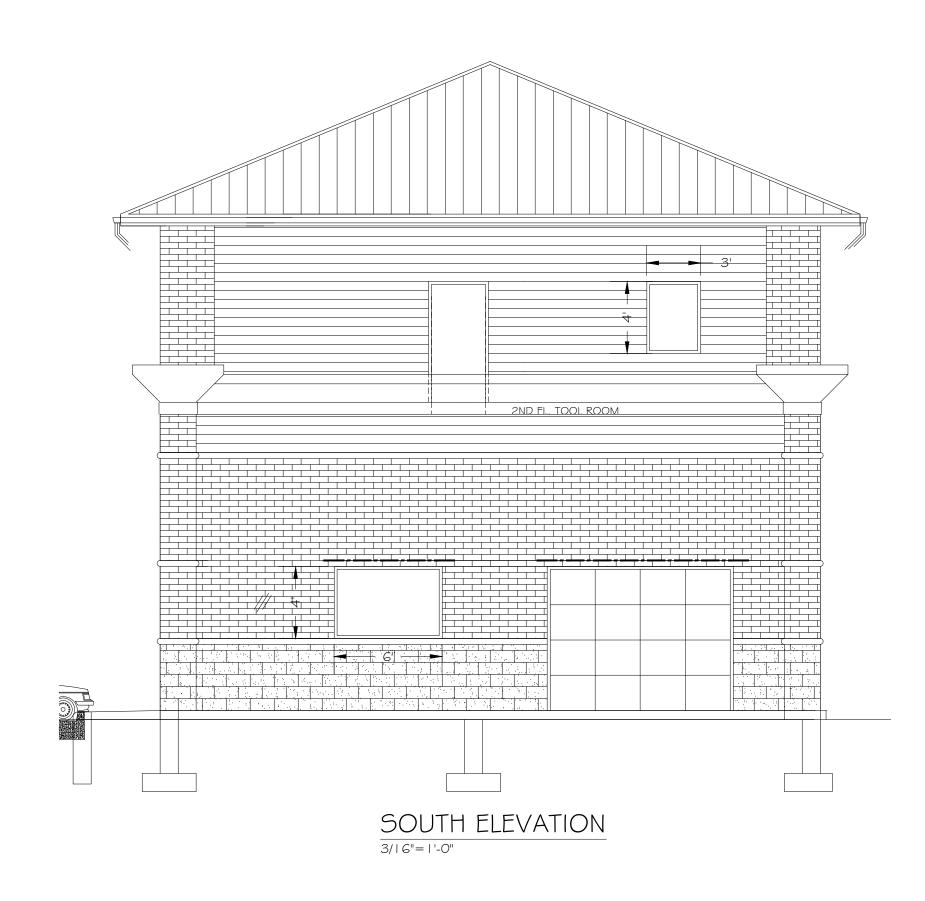
TYPICAL BUSH PIT DETAIL

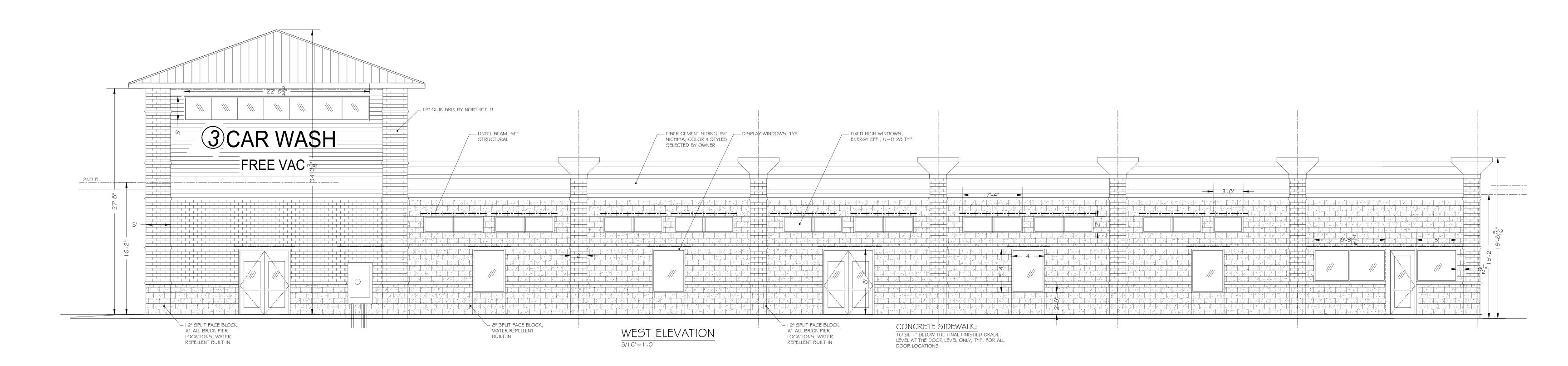
RAY FANG & ASSOCIATES	PROJECT NAME:	DRAWING CONTENTS:	NO. REV. DESCRIPTIONS	BY/DATE PREPARER: DATE: CROSS REFERENCES: RAY 2/9/2020	ARCHITECT STAMP: DRAWING NO.:
	GLIVI CAN WAJII	LANDSCAPING PLAN,	O FOR PERMITS	RAY REVIEWER: DATE: 3/15/2020 JOHN 2/9/2020	63 TANK
739 RED OAK DRIVE, BARTLETT, IL. 60103 630-788-5536, HCFANGOO3@AOL.COM		DUMPSTER DETAIL		APPROVER DATE:	HUNG-CHUN FANG
DEVELOPER/OWNER:	PROJECT ADDRESS:			PROJECT NUMBER:	011348
	904-910 W. IRVING PARK RD.,			12-10-2019A	EXP: 11/30/2020
JOHN SADIKU, SMOKING@GMAIL.COM 828 N. YORK., ELMHURST, IL.	BENSENVILLE, IL. 60614			AS SHOWN	2020 COPYRIGHT PROTECTED



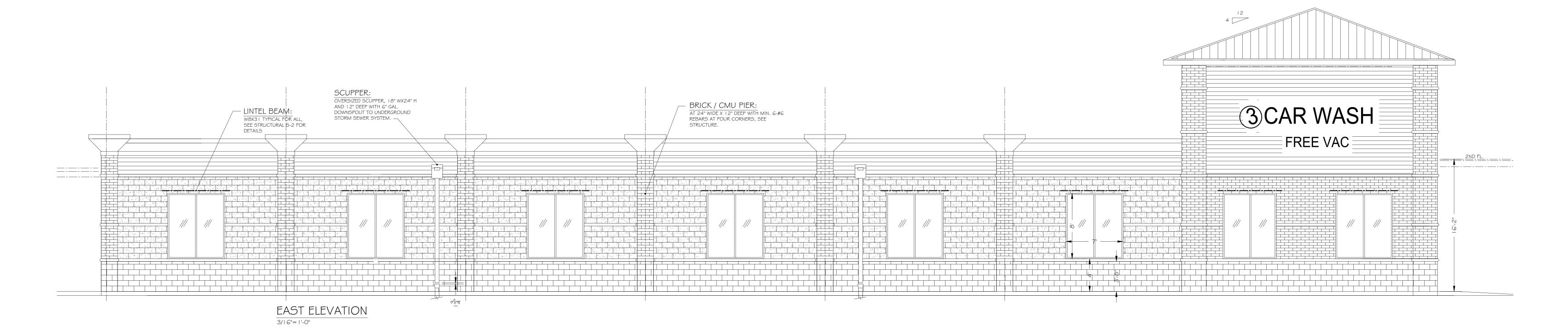








RAY FANG & ASSOCIATES	PROJECT NAME:	DRAWING CONTENTS:	NO. REV.	DESCRIPTIONS BY/DATE	PREPARER: DATE: CROSS REFERENCES: RAY 2/9/2020	ARCHITECT STAMP:	DRAWING NO.:
739 RED OAK DRIVE, BARTLETT, IL. 60103	GLIVI CAN WAJII	ELEVATIONS	0	FOR PERMITS RAY 3/15/2020	reviewer: date: JOHN 2/9/2020	51A1 V	\wedge
630-788-5536, HCFANG003@AOL.COM			N O		APPROVER DATE:	HUNG-CHUN FANG	H-/I
DEVELOPER/OWNER:	PROJECT ADDRESS:		<u>S</u>		PROJECT NUMBER:	011348 EXP: 11/30/2020	' '
	904-910 W. IRVING PARK RD.,		<u>я</u>		12-10-2019A	Projector	
JOHN SADIKU, SMOKING@GMAIL.COM 828 N. YORK., ELMHURST, IL.	BENSENVILLE, IL. 60614				AS SHOWN	STOTERED ARCT	2020 COPYRIGHT PROTECTED



BY/DATE

3/15/2020

RAY

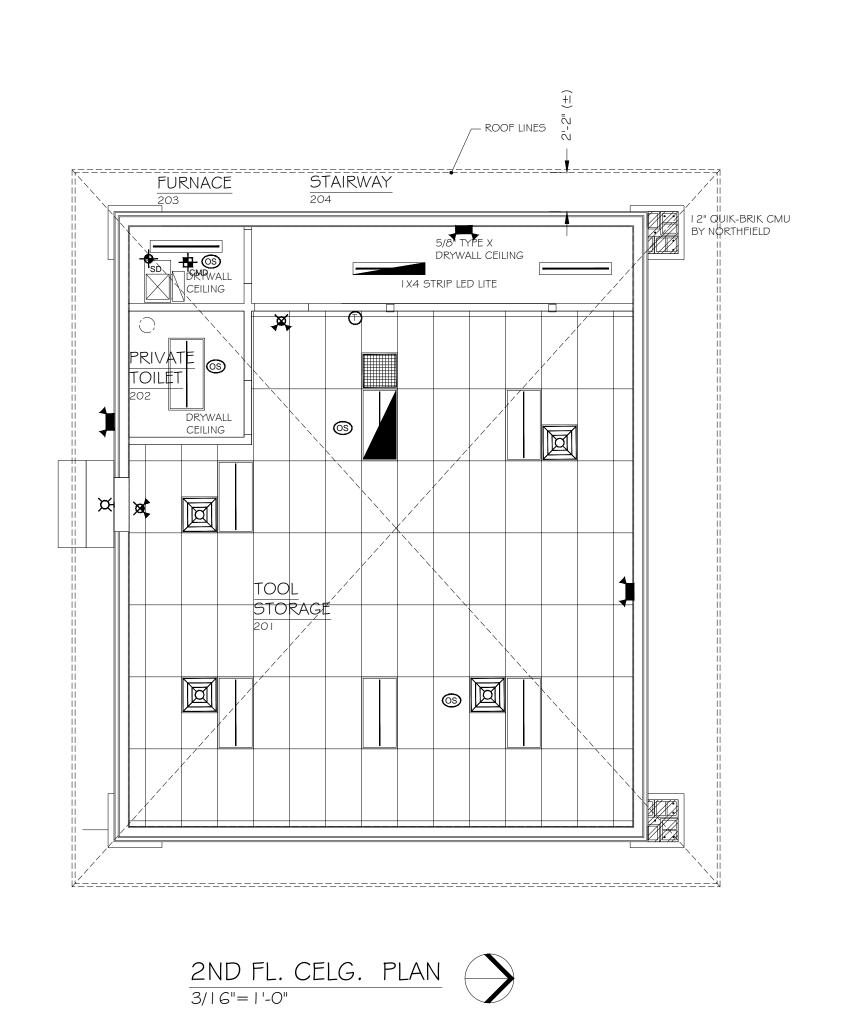
JOHN

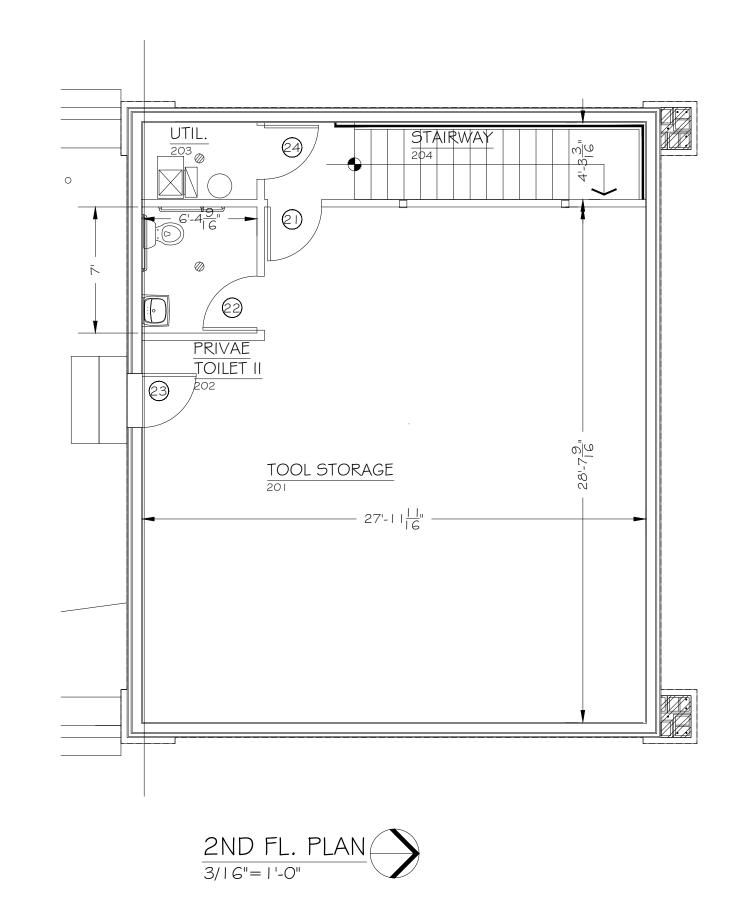
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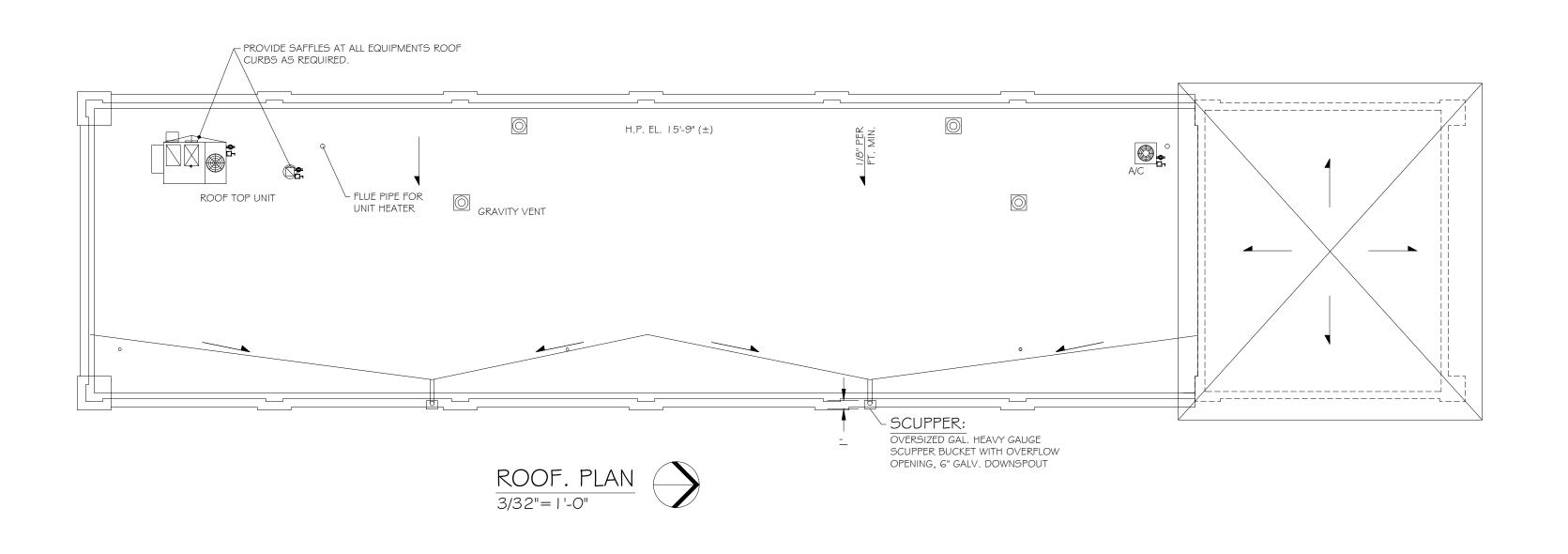
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12-10-2019A

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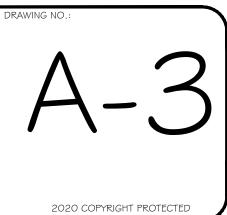


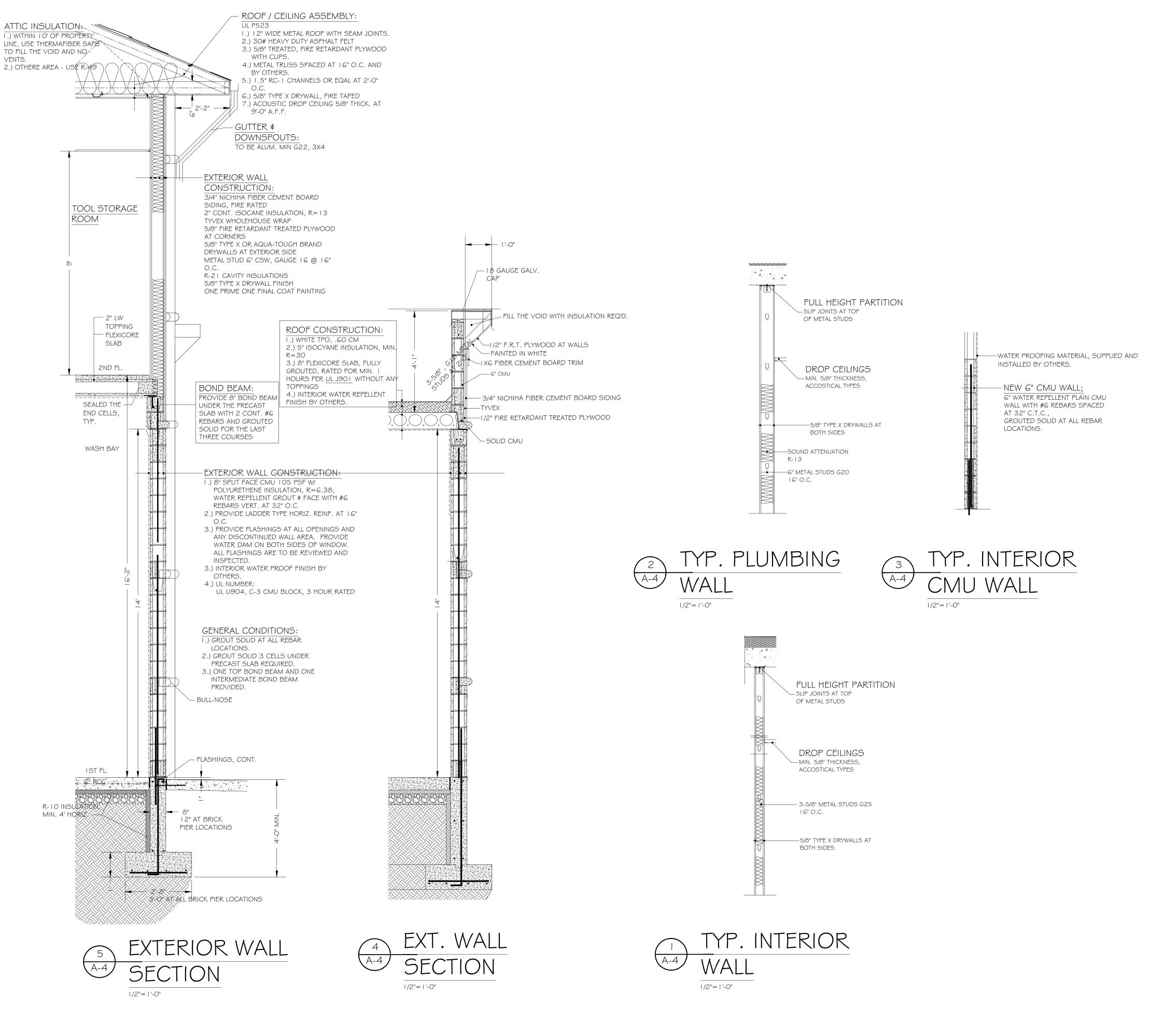




(RAY FANG & ASSOCIATES	PROJECT NAME:	OND FL + CFLC DLANG.		NO. REV.	DESCRIPTIONS
	NAT TANG & ADDUCTATED	GLIVI CAN WAJII	2ND FL. & CELG. PLANS;	00	0	FOR PERMITS
	739 RED OAK DRIVE, BARTLETT, IL. 60103		EAST ELEVATION, ROOF	<u> </u>		
	630-788-5536, HCFANGOO3@AOL.COM			\leq		
	DEVELOPER/OWNER:	PROJECT ADDRESS:	I PLAN	<u>S</u> -		
	JOHN SADIKU	904-910 W. IRVING PARK RD.,		\geq		
		·		$\overline{\mathbb{Z}}$		
(JOHN SADIKU, SMOKING@GMAIL.COM 828 N. YORK., ELMHURST, IL.	BENSENVILLE, IL. 60614				







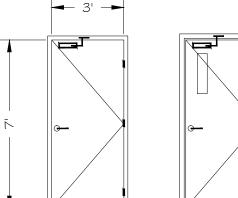
ROOM FINISH SCHEDULE

FLOOR	ROOM	ROOM	FLOOR			FLOOF	2	ВА	SE		V	/ALL			CEI	LING		
LEVEL	NUMBER	NAME	AREA SF	CARPET	V.T.	C.T.	EXP. CONC. EPOXYED	VINYL	C.T. COVED	PAINT	V.T.	C.T.	a. a∠ ⊾	DRYWALL	5/8" ACOUSTIC DROP CEILING	EXPOSED CONCRETE	NONE	REMARKS
IST	101	SPRINKLER RM.	48.3				•	•						•				
FLOOR	102	FOYER I	123.9		•			•		•						•		
	103	TOILET	51.0			•		•				•		•				
	104	MACHINE ROOM	992.3				•	•		•						•		
	105	FOYER II	92.4		•			•		•					•			
	106	OFFICE	91.8		•			•		•					•			
	107	WASHBAY	3817.2				•	•								•		
2ND	201	STAIRWAY	90.9				•			•					•			
FLOOR	202	TOILET II	44.7			•		•				•		•				
	203	TOOL STORAGE RM	750.5		•			•		•					•			
	204	UTILITY	27.3		•			•		•				•				

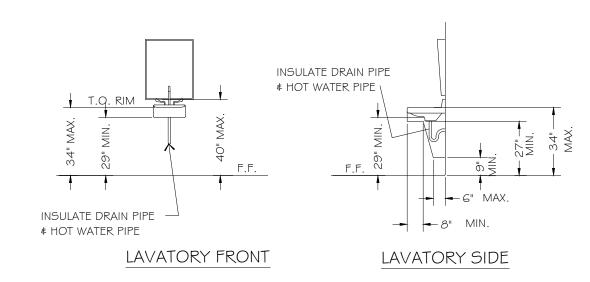
DOOR SCHEDULES

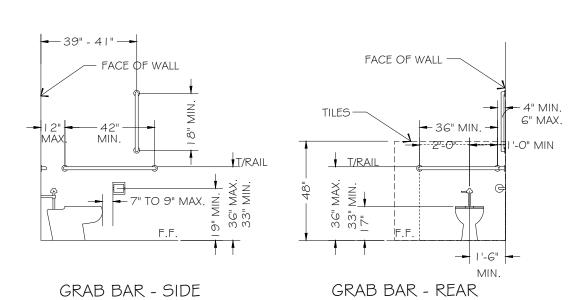
LOOR	ROOM	ROOM	DOOR	DOOR		DOOR		FIRE	DOOR	F	IARDWARE			REMARKS
	NUMBER	NAME	NO.	STATUS	SIZE	THICKNESS	TYPE	LABEL	FRAME	HINGE	LOCKS	CLOSER	PUSH-BAR	KLIVIAKKO
IST	101	SPKR. RM.	I	NEW	3'X7'	1-3/4	А		METAL	PIVOT	CYLINDER	YES		
FLOOR	102	FOYER I	2	NEW	2-3'X8'	STORE F	RONT		ALUM	PIVOT	MORTISE	YES		
			3	NEW	3'X7'	1-3/4	А		METAL	PIVOT	CYLINDER	YES		
	103	TOILET I	7	NEW	3'X7'	1-3/4	Α		METAL	PIVOT	CYLINDER			
	104	MACHINE RM.	4	NEW	2-3'X8'	STORE F	RONT		ALUM	PIVOT	MORTISE	YES		
	105	FOYER II	5	NEW	3'X8' 5'	3'X8' STORE FRONT			ALUM	PIVOT	MORTISE	YES		
	106	OFFICE	6	NEW	3'X7'	1-3/4	А		METAL	PIVOT	CYLINDER			
	107	WASH BAY	8 TO 11	NEW	\	\	\		METAL	PIVOT	CYLINDER	YES		
			12, 13	NEW	10'X8'	GARAGE	DOOR		METAL					
2ND	201	STAIRWAY	21	NEW	3'X7'	1-3/4	А		METAL	PIVOT	CYLINDER	YES		
FLOOR	202	TOILET II	22	NEW	3'X7'	1-3/4	А		METAL	PIVOT	CYLINDER			
	203	TOOL STORAGE	23	NEW	3'X7'	1-3/4	А		METAL	PIVOT	CYLINDER			
	204	UTIL. ROOM	24	NEW	LD3X7	1-3/4	А		METAL	PIVOT	CYLINDER			

I.) ALL DOOR KNOB TO BE LEVER ARM STYLE AND SATISFY ADA REQUIREMENTS. (SCHLAGE AL SERIES OR EQUAL) 2.) PROVIDE KNURL SURFACE FOR THE UTILITY ROOM AND STORAGE RM. 3.) CLOSER TO BE COMMERCIAL GRADE, I.E. NORTON 1603 OR 1604 AS APPLICABLE.

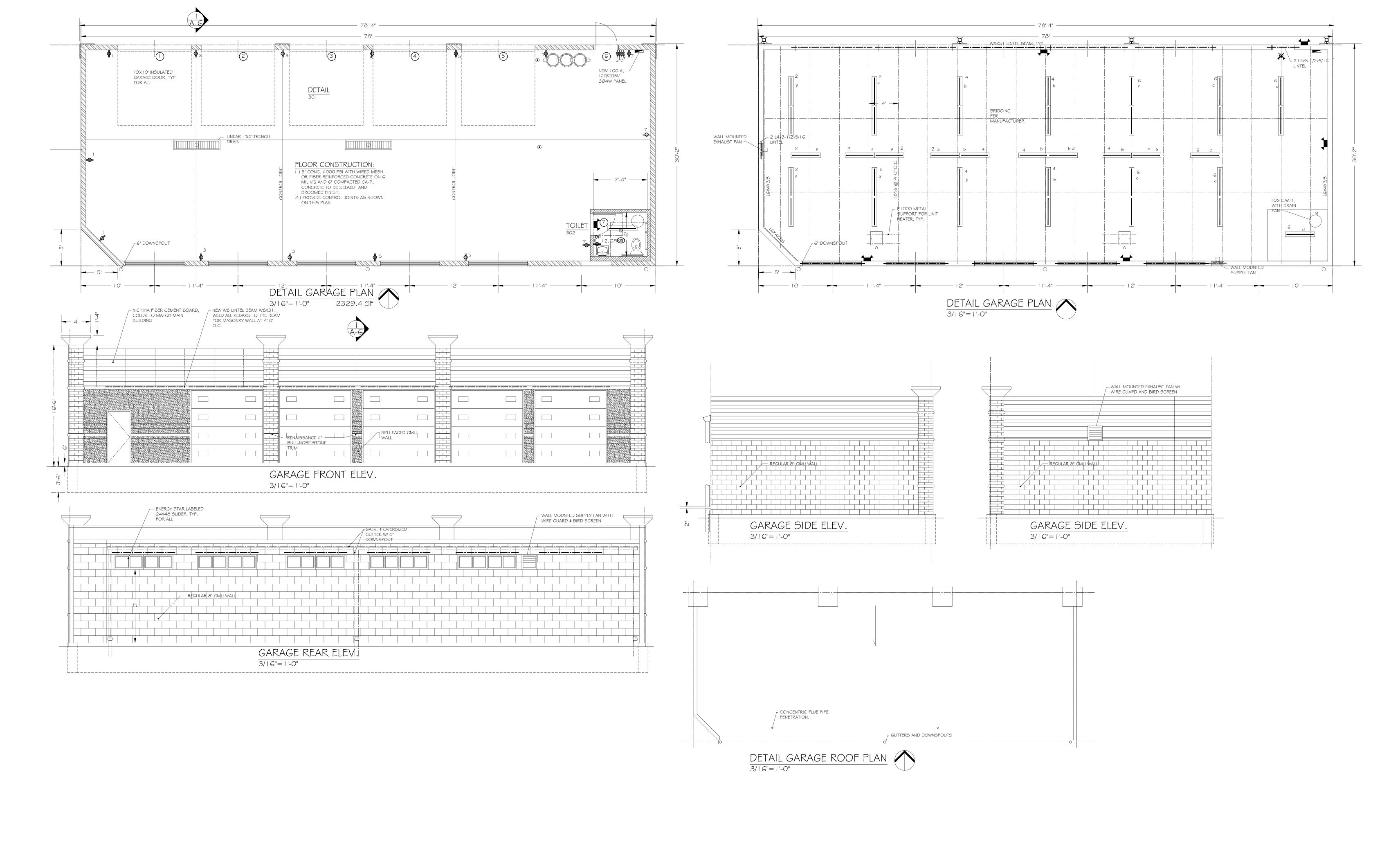


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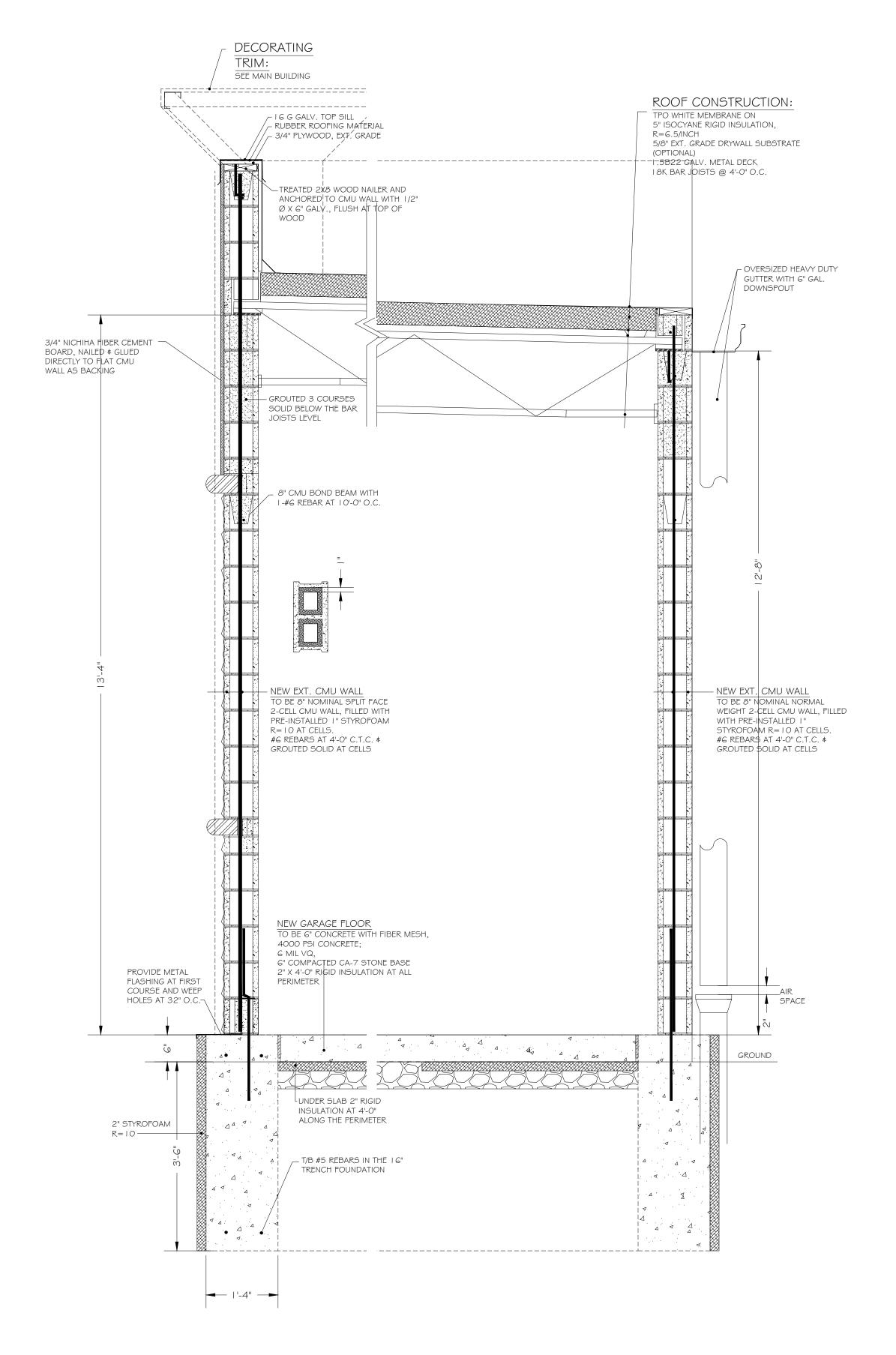




ARCHITECT:	PROJECT NAME:	DRAWING CONTENTS:	NO. REV.	DESCRIPTIONS	Y/DATE	PREPARER: DATE: RAY 2/9/2020	CROSS REFERENCES:	ARCHITECT STAMP:	DRAWING NO.:
RAY FANG & ASSOCIATES	GEM CAR WASH	WALL SECTION, ADA	990	FOR PERMITS		REVIEWER: DATE:		STATE	
739 RED OAK DRIVE, BARTLETT, IL. 60103 630-788-5536, HCFANGOO3@AOL.COM		DIMEN., DOOR & ROOM		3/15	5/2020	JOHN 2/9/2020 APPROVER DATE:		HUNG-CHUN	$ \Delta - \Delta $
DEVELOPER/OWNER:	PROJECT ADDRESS:	FINISH SCHEDULES	000			DDO ISCT NUMBER		FANG 011348	/ \
JOHN SADIKU	904-910 W. IRVING PARK RD.,					PROJECT NUMBER: 12-10-2019A		EXP: 11/30/2020	
JOHN SADIKU, SMOKING@GMAIL.COM 828 N. YORK., ELMHURST, IL.	BENSENVILLE, IL. 60614					SCALE: AS SHOWN		GSTERED ARCHI	2020 COPYRIGHT PROTECTED



RAY FANG \$ ASSOCIATES	PROJECT NAME:	NIEVA DETAIL CADACE EL &	NO. REV.	DESCRIPTIONS	BY/DATE	PREPARER: DATE: RAY 2/9/2020	CROSS REFERENCES:	ARCHITECT STAMP: OF ILLINO	DRAWING NO.:
739 RED OAK DRIVE, BARTLETT, IL. 60103 630-788-5536, HCFANGOO3@AOL.COM	GLIVI CAR WAJII	NEW DETAIL GARAGE FL. \$ CELG. PLANS, ELEVS. ROOF	0 000 0	FOR PERMITS	RAY 3/15/2020	REVIEWER: DATE: JOHN 2/9/2020 APPROVER DATE:		HUNG-CHUN	AF 5
DEVELOPER/OWNER:	PROJECT ADDRESS:	PLAN	//SIC			PROJECT NUMBER:		FANG 011348 EXP: 11/30/2020	
	904-910 W. IRVING PARK RD., BENSENVILLE, IL. 60614		A			12-10-2019A		PEGISTERED ARCHITECT	
828 N. YORK., ELMHURST, IL.	,					AS SHOWN			2020 COPYRIGHT PROTECTED



						DOO	R SCH	EDULES							
	POOM		DOOR	DOOR		D	OOR		FIRE		HAI	RDWARE			
FLOOR	ROOM NUMBER	ROOM NAME	NUMBER	STATUS	SIZE	THICK.	TYPE	MATERIAL	LABEL	HINGE	LOCKS	CLOSER	PUSH PLATE	PUSH BAR	REMARKS
IST	301	DETAIL BAY	I THRU 5	NEW	1 O'X 1	O' GARAGE [DOOR	METAL							
			6	NEW	3'X7'	0'-1 3/4"	А	METAL		PIVOT	CYLINDER	•			
	302	TOILET	7	NEW	3'X7'	0'-1 3/4"	А	METAL		PIVOT	CYLINDER				

l N	IOTES, I \ AII I	DOOP KNOR TO	D BE LEVER ARM S	STYLE AND S.	ATISEV ADA P	FPI IIPFN /FNITC	: /SCHIA	PCF AL OP	FOLIAL 2	1 PPOVIDE KNII	IPI SLIPEA	CF FOR THE II	TILITY POOM A	NID STOPACE	= PAC
1 1	NOTED. T.) ALL I	DOOK KNOD IC	J DL LLVLK AKIVI J	TILL AND SI	AHJHADAK	LINUINLIVILIVI), (JUITLA	INGL AL UN	LQUAL) Z	.) I KOVIDE KINI	JINE JUNI P	NCL I OK IIIL U	TILITI KOOW F	IND DIDIVAGI	- 100
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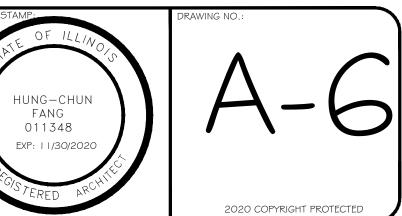
			ROOM	FIN	ISI	1 5	6Ct	1EC	DULE	5									
					FLC	OR			BASE			WA	LL			CEIL	ING		
FLOOR	ROOM NUMBER	ROOM NAME	AREA	CARPET	V.T.	C.T.	EXP. CONC.	ZINYL	72	NONE	PAINT	C.T.	V.T.	UN-FINISHED	DRYWALL	ACCOUSTIC DROP CELG.	EXPOSED	HEIGHT	REMARKS
IST	301	DETAIL BAY	2129.8				•			•	•						•		
	302	TOILET	44.0		•			•			•		•		•			8	
		L TILES USED ON THE FLOO RAILS, TOILET DISPENSERS				ION-	SLIP	PER'	r STYLI	Ē. 2	.) B <i>i</i>	\THR	00	M A	(CCI	ESSO	RIES	:	

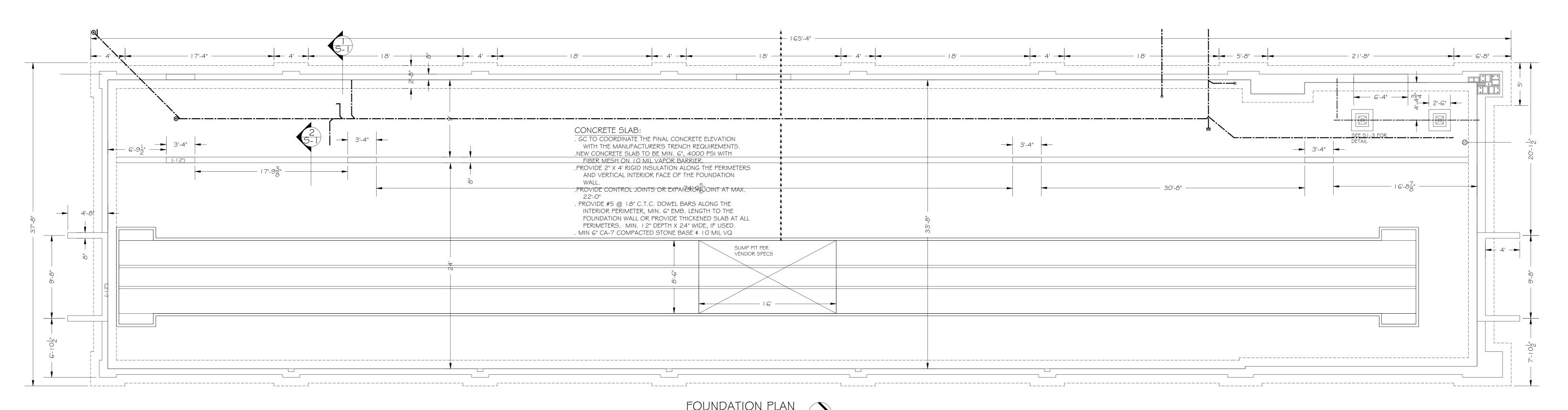
		Ī	PANE	L: LF	°-2		
LOCATION	DE	TAIL BAY	′	STA	ATUS		NEW, MCB
AMPS	10	O AMPS	ò	VOL	TAGE		120/208V 1Ø3W
SERVICE	POLE	SIZE	CCT	CCT	SIZE	POLE	SERVICE
GEN. OUTLETS	I	20	I	2	20	I	GEN. LIGHTS
GEN. OUTLETS	I	20	3	4	20	I	GEN. LIGHTS
GEN. OUTLETS	I	20	5	6	20	I	GEN. LIGHTS
GEN. OUTLETS	I	20	7	8	20	I	VT-I
ELEC. WATER HTR	I	20	9	10	20	1	EX- I
TE-I	I	20	1.1	12	20	1	GFI
			13	14			
			15	16			
			17	18			
			19	20			
			21	22			
			23	24			
NOTES:	•	•	•	•			

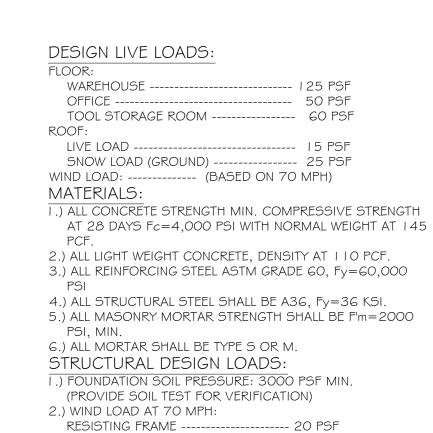
ARCHITECT:	PROJECT NAME:	DRAWING CONTENTS:		NO.	DESCRIPTIONS
RAY FANG & ASSOCIATES	GEM CAR WASH	CROSS WALL SECTIONVIEW	68	REV.	
739 RED OAK DRIVE, BARTLETT, IL. 60103				0	FOR PERMITS
630-788-5536, HCFANGOO3@AOL.COM DEVELOPER/OWNER:	PROJECT ADDRESS:		000		
JOHN SADIKU	904-910 W. IRVING PARK RD.,		SEV18		
JOHN SADIKU, SMOKING@GMAIL.COM 828 N. YORK., ELMHURST, IL.	BENSENVILLE, IL. 60614				

CROSS WALL SECTION

ഗ	NO. REV.	DESCRIPTIONS	BY/DATE	PREPARER: DATE: RAY 2/9/2020	CROSS REFERENCES:	ARCHITE
10 <i>0</i>	0	FOR PERMITS	RAY 3/15/2020	reviewer: date: JOHN 2/9/2020] /
NO O				APPROVER DATE:		
REVIS				PROJECT NUMBER: 2-10-2019A		1
				scale: AS SHOWN		1







CLADDING ---

CORNERS --

ROOF WIND LOAD -

- 25 PSF

-- 30 PSF

- 20 PSF WINDWARD

PROVIDE UNBALANCE LOAD TO THE STRUCTURE AND CONSIDER SNOW-DRIFT EFFECT AS REQ'D.

REFERENCES STANDARDS:

1.) AMERICAN CONCRETE INSTITUTE: ACI

BUILDING CODE REQUIREMENTS FOR REINF. CONCRETE ACI 3 | 8
2.) AMERICAN INSTITUTE OF STEEL CONSTRUCTION: AISC MANUAL OF STEEL CONSTRUCTION, LATEST EDITION.

3.) BUILDING CODE REQUIREMENT FOR MASONRY
STRUCTURES: ACI, ASLE, BIA OR TMS, AS APPLICABLE
4.) STANDARD SPECIFICATIONS, LOAD TABLES AND WEIGHT
TABLES FOR STEEL JOISTS AND JOIST GIRDERS BY STEEL
DECK INSTITUTE.

5.) VULCRAFT BAR JOIST AND DECK MANUALS.

STEEL CONSTRUCTION NOTES:

I.) ALL STRUCTURAL STEEL SHALL CONFORM TO MIN. ASTM A36
AND SHALL BE DETAILED, FABRICATED AND ERECTED IN
ACCORDANCE WITH THE LATEST EDITION OF AISC
SPECIFICATION AND CODES.

 ALL WELDING ELECTRODES SHALL BE E70XX
 ALL WELDING SHALL BE DONE BY CERTIFIED WELDERS AND SHALL COMPLY WITH THE LATEST EDITION OF AWS SPECIFICATIONS.

4.) THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER, FOR REVIEW, ENGINEERED AND CHECKED SHOP DRAWINGS, SHOWING SHOP FABRICATION DETAILS (IF ANY), AND FIELD ASSEMBLED DETAILS.

5.) DO NOT STORE MATERIALS ON THE STRUCTURE IN A MANNER THAT MIGHT CAUSE DISTORTION OR DAMAGE TO THE MEMBERS OF THE SUPPORTING STRUCTURES. REPAIR OR REPLACE DAMAGED MATERIALS, STRUCTURES AS DIRECTED.
6.) BRACING FOR STRUCTURAL STEEL: PROPER BRACING FOR THE WHOLE STRUCTURE IS REQUIRED PER OSHA AND IT IS THE RESPONSIBILITY OF INSTALLER. PROVIDE ADDITIONAL

MIN. CONNECTION REQUIREMENTS:

1.) BEAM CONNECTION: MIN. 5 KIPS AT EACH END

2.) COLUMN CONNECTION: MIN. 5 KIPS UPLIFT

3.) BRACING MEMBERS: MIN. 10 KIPS

BRACING PER ENGINEER SITE VISIT.

GENERAL SITE INSPECTIONS REQUIREMENTS (AS REQUIRED):

I.) FOOTING AND FOUNDATION WALL: PRIOR TO THE POURING,
THE CONTRACTOR SHALL INFORM EITHER ARCHITECT OR
ENGINEER FOR INSPECTION. ALL CONC. CYLINDER SAMPLES (I
SAMPLE / 5 YRAD) SHALL BE CLEARLY MARKED FOR
DATE/TIME/LOCATION AND SEND FOR TESTING SERVICE, FEES
PAID BY SUBCONTRACTOR.

2.) STRUCTURAL STEEL INSPECTION: AT THE COMPLETION OF

STRUCTURAL STEEL ERECTION, CONTRACTOR SHALL INFORM EITHER ARCHITECT OF ENGINEER FOR SITE VISIT. ANY COMMENTS FROM SAID VISIT SHALL BE INCORPORATED IMMEDIATELY. ALL WELDING SHALL BE REVIEWED BY A REPUTABLE TESTING SERVICE CO. AND FEES PAID BY OWNER.

3.) CMU CONSTRUCTION:(IF ANY) AT THE START / MIDDLE / COMPLETION OF CMU ERECTION, CONTRACTOR SHALL INFORM EITHER THE ARCHITECT OR ENGINEER FOR SITE VISIT. ITEMS TO BE REVIEWED ARE REBARS, PRE-MOLDED EXP. JOINTS, LINTELS, REBAR AROUND OPENINGS, FIRE RATED CAULKINGS,

ALL PENETRATIONS, PROPER SEALANTS.

4.) SOIL INSPECTION:

A.) AT TIME OF EXCAVATING, THE SOIL ENGINEER SHALL BE ON SITE TO OBSERVE THE SOIL CONDITION. ALL FOOTING AND INTERIOR FOOTING SHALL BE RECORDED.

B.) PRIOR TO POUR CONC. SLAB, SOIL ENGINEER SHALL BE

INFORMED TO CHECK THE SOIL / STONE CONDITION AND REPORTS SHALL BE GIVEN TO THE ARCHITECT FOR FILE.

C.) PRIOR TO ASPHALT PAVEMENT AND CURB/GUTTER, SOIL ENGINEER SHALL BE INFORMED TO CHECK SOIL AND STONE PREPARATION, THICKNESS REQUIREMENTS AND ASPHALT PAVEMENT TESTED BY TESTING SERVICES.

INSPECTION REPORTS:

AT THE COMPLETION OF CONSTRUCTIONS, A LIST OF ALL INSPECTIONS PERFORMED BY THE OUTSIDE CONSULTANTS ARE TO BE COMPILED AND SUBMITTED TO VILLAGE PRIOR TO CERTIFICATE OF OCCUPANCY ISSURANCE.

GENERAL CONCRETE CONSTRUCTION NOTES: 1.) CYLINDER TESTING:

ALL TESTING CYLINDERS ARE TO BE SAMPLED AT 3 CYLINDERS PER LOAD (8 YARDS). FIELD VERIFIED AND CLEARLY LABELLED. CYLINDERS ARE TO BE SENT FOR TESTING SERVICE, FEES ARE PAID BY OWNER. CONTRACTOR TO SUBMIT A MAP TO SHOW WHERE SAMPLES ARE TAKEN AND TESTED. ONE REPORT TO OWNER AND ONE REPORT TO ARCHITECT OR ENGINEER.

2.) REBARS AT DOOR OPENINGS:

OPENINGS. MIN. 3 REBARS REQUIRED.

3.) THERMAL REBARS:
PROVIDE EXTRA REBARS AROUND ALL COLUMN LOCATIONS FOR 45°

CONTRACTOR TO PROVIDE #5 REBARS @ 12" O.C. AT ALL DOOR

PROVIDE EXTRA REBARS AROUND ALL COLUMN LOCATIONS FOR 45° THERMAL EXPANSION CRACKS.

4.) COLD JOINT'S REBARS:

IN CASE COLD JOINTS ARE FORMED DUE TO WORK CONDITIONS, THEN, PROVIDE COLD JOINT REBARS #5 @ 18" O.C. AT DISCONTINUED LOCATION, MIN. 2 REQUIRED.

5.) SPECIAL EQUIPMENTS:

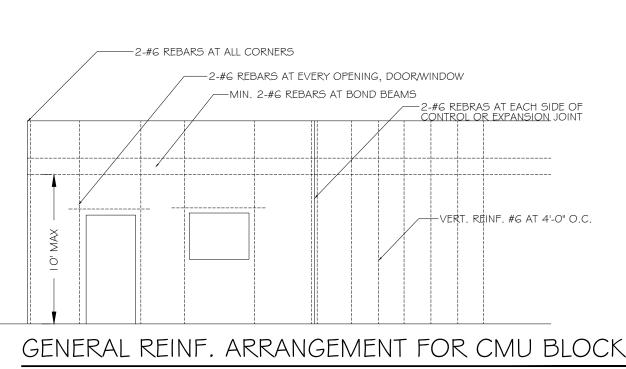
IN CASE EQUIPMENT CONCRETE PAD REQUIRED, WHICH MAY NOT SHOWN ON THE PLAN, CONTRACTOR IS REQUIRED TO INCORPORATE IN THE FIELD WITHOUT DELAYING THE PROJECT. CHANGE ORDER MAY BE FILLED ON SITE FOR OWNER'S APPROVAL.

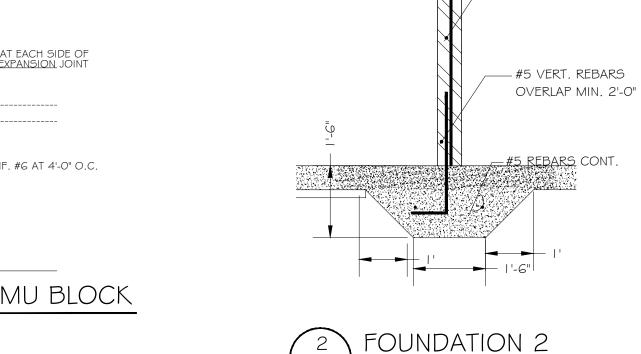
6.) SETTING PLATES:

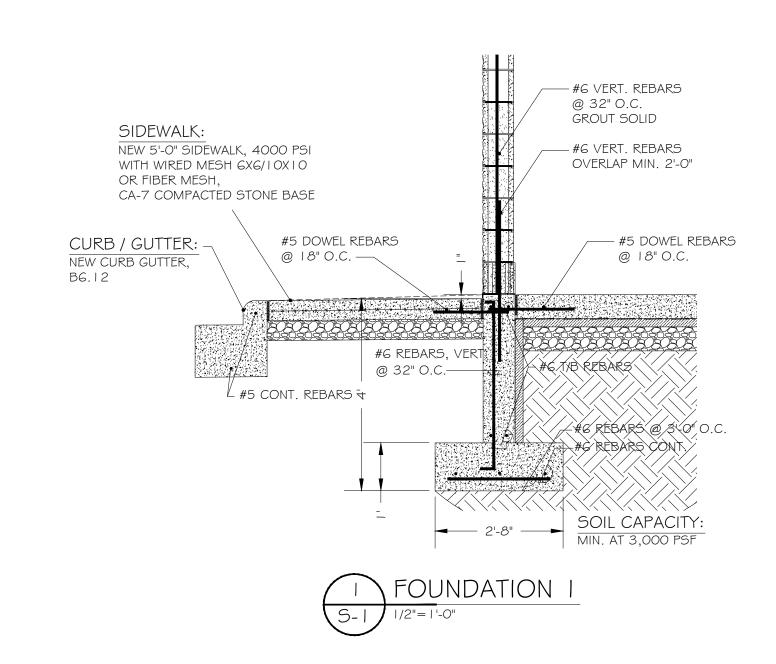
ALL SETTING PLATES FROM MAUNUFACTURER OF STEEL AND PRECAST WALL, SLAB COMPANIES ARE TO BE SET BY CONCRETE CONTRACTOR PER EACH SUPPLIED SHOP DRAWINGS.

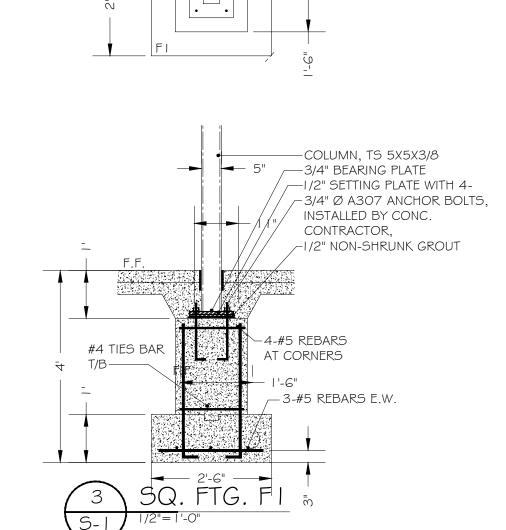
7.) CONTROL JOINTS:

PROVIDE CONSTRUCTION CONTROL JOINTS AT MAX. 20'-0" OR AS DIRECTED BY ARCHITECT OR ENGINEERS.





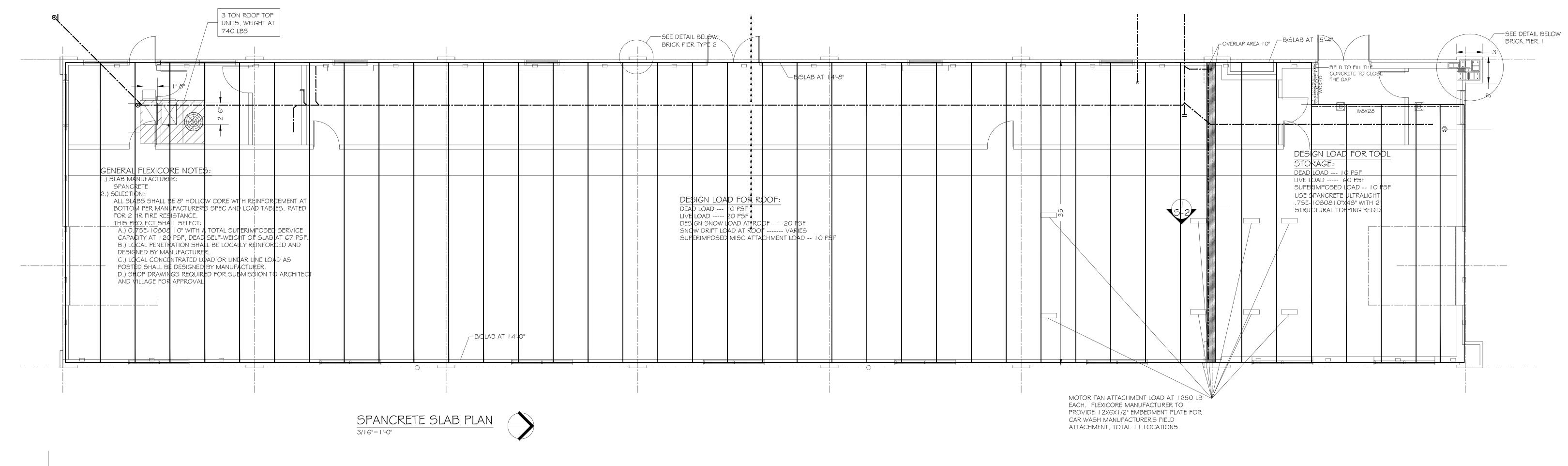


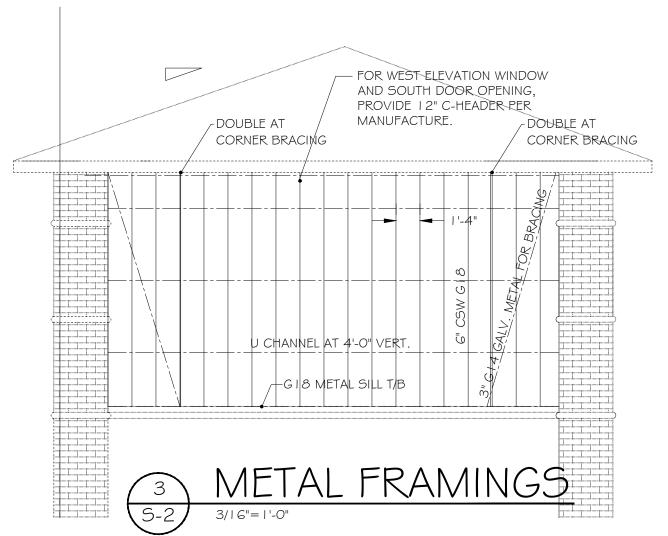


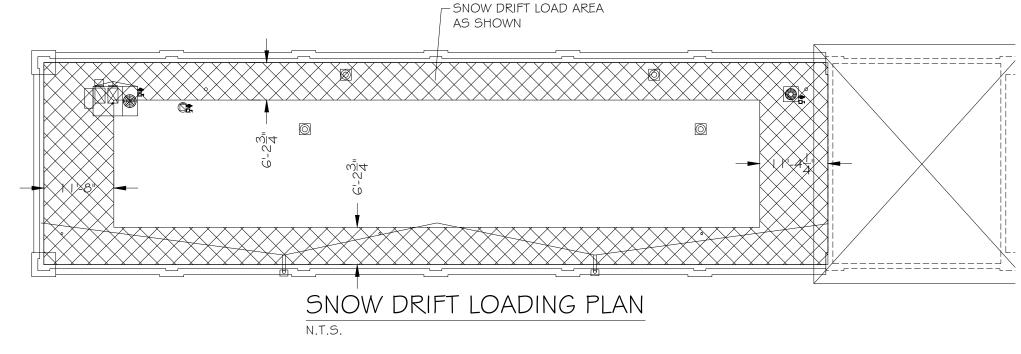
__ #5 VERT. REBARS

AT 32" O.C.

3.) BRACING MEMBERS: MIN. 10 KIPS									
ARCHITECT:	PROJECT NAME:	DRAWING CONTENTS:	NO REV	DESCRIPTIONS	BY/DATE	PREPARER: DATE: RAY 2/9/2020	CROSS REFERENCES:	ARCHITECT STAMP:	DRAWING NO.:
RAY FANG & ASSOCIATE	D GLIVI CAR WASTI	GEN. STRUCTURE NOTES,	390	FOR PERMITS	RAY	REVIEWER: DATE:		STATE NOW	
739 RED OAK DRIVE, BARTLETT, IL. 60103 630-788-5536, HCFANGOO3@AOL.COM		FOUNDATION PLAN \$			3/15/2020	JOHN 2/9/2020 APPROVER DATE:		HUNG-CHUN	11 - 11
DEVELOPER/OWNER:	PROJECT ADDRESS:	DETAILS)S			PPO IFCT NI IMBED.		011348	
JOHN SADIKU	904-910 W. IRVING PARK RD.,		REVI			PROJECT NUMBER: 12-10-2019A		EXP: 11/30/2020	<i>'</i>
JOHN SADIKU, SMOKING@GMAIL.COM 828 N. YORK., ELMHURST, IL.	BENSENVILLE, IL. 60614					scale: AS SHOWN		CYS TERED ARCHY	2020 COPYRIGHT PROTECTED







WIN	D LO	AD C	CAPACIT	Y							
STUD	CODE	GAGE	STUD'S	151	PSF	20 1	PSF	25	PSF	30	PSF
SIZE			SPACING	L/240	L/360	L/240	L/360	L/240	L/360	L/240	L/360
6"	CSJ	20	12	19'-11"	17'-5"	18'-1"	15'-10"	16'-10"	14'-8"	15'-10"	13'-10"
			16	18'-1"	15'-10"	16'-5"	14'-4"	15'-3"	13'-4"	14'-4"	12'-7"
			24	15'-10"	13'-10"	4'-4"	12'-7"	13'-4"	11'-8"	12'-7"	11'-0"
	CSW	20	12	20'-9"	18'-2"	18'-10"	16'-6"	17'-6"	15'-4"	16'-6"	14'-5"
			16	18'-10"	16'-6"	17'-2"	15'-0"	15'-11"	13'-11"	15'-0"	13'-1"
			24	16'-6"	14'-5"	15'-0"	13'-1"	13'-11"	12'-2"	13'-1"	11'-5"
	CSJ	18	12	21'-8"	18'-11"	19'-8"	17'-2"	18'-3"	15'-11"	17'-2"	15'-0"
			<u>-6</u>	19'-8"	17'-2"	17'-10"	15'-7"	16'-7"	14'-6"	15'-7"	13'-8"
			24	17'-2"	15'-0"	15'-7"	13'-8"	14'-6"	12'-8"	13'-8"	11'-11"
	CSW	18	12	22'-9"	19'-10"	20'-8"	19'-2"	19'-2"	16'-9"	18'-0"	15'-9"
			16	20'-8"	18'-0"	18'-9"	17'-5"	17'-5"	15'-3"	16'-5"	14'-4"
			24	18'-0"	15'-9"	16'-5"	15'-3"	15'-3"	13'-3"	14'-4"	12'-6"

- 1.) ALLOWABLE LOADS IS BASED ON 4'-0" U CHANNEL BRIDGINGS.
 2.) MIN. YIELD STRESS IS BASED ON 33 KSI FOR GAUGE 18,20. GAUGE 12,14 \$

JOHN SADIKU, SMOKING@GMAIL.COM

828 N. YORK., ELMHURST, IL.

- I 6 IS BASED ON 50 KSI.

 3.) I/3 STRESS INCREASE IS INCLUDED IN TABLE. 4.) EFFECTS OF WALLBOARD ARE NOT CONSIDERED.
- 5.) GC TO PROVIDE ALL HARDWARES PER MANUFACTURER'S SPECS.
 6.) GC TO PROVIDE DOUBLE X BRACINGS ON VERTICAL FACE WITH DOUBLE

STUDS AT BOTH ENDS WITH GUSSET PLATE AND WELDED IN FIE
SPACING IS 8'-0".
7.) PROVIDE HEADERS AT ALL OPENINGS PER MANUFACTURER'S
RECOMMENDATION. BUILT-UP HEADERS AS REQUIRED. BOXED I
PREFERED AT ALL HEADER'S LOCATIONS

					REBARS: AT THE CORNER PIER, PROVIDE #6 REBARS AS SHOWN AND GROUTED SOLID AT ALL CELLS
STANDARD LADDER TYPE HORIZ AT 16" O.C. VERT.			2'-0"		— I 2" DEEP X 8" HIGH X I 6" WIDE CMU , 2 CELLS — OR I 2" DEEP X 4" HIGH X I 6" WIDE QUIK-BRIK — I 2" DEEP X 8" HIGH X 4" WIDE CMU , I CELLS
	BRICK "= '-O"	PIER I	DETAIL	-	
I 2" DEEP X 8" WIDE CMU , 2		2' —	- REE	CMU , 2 OR 12"	P X 8" HIGH X 8" WIDE 2 CELLS DEEP X 4" HIGH X 16" UIK-BRIK

BRICK PIER 2 DETAIL

AT THE 2' PIER, PROVIDE #6 REBARS, SPACED AT 7" C.T.C. AS SHOWN AND GROUTED SOLID AT

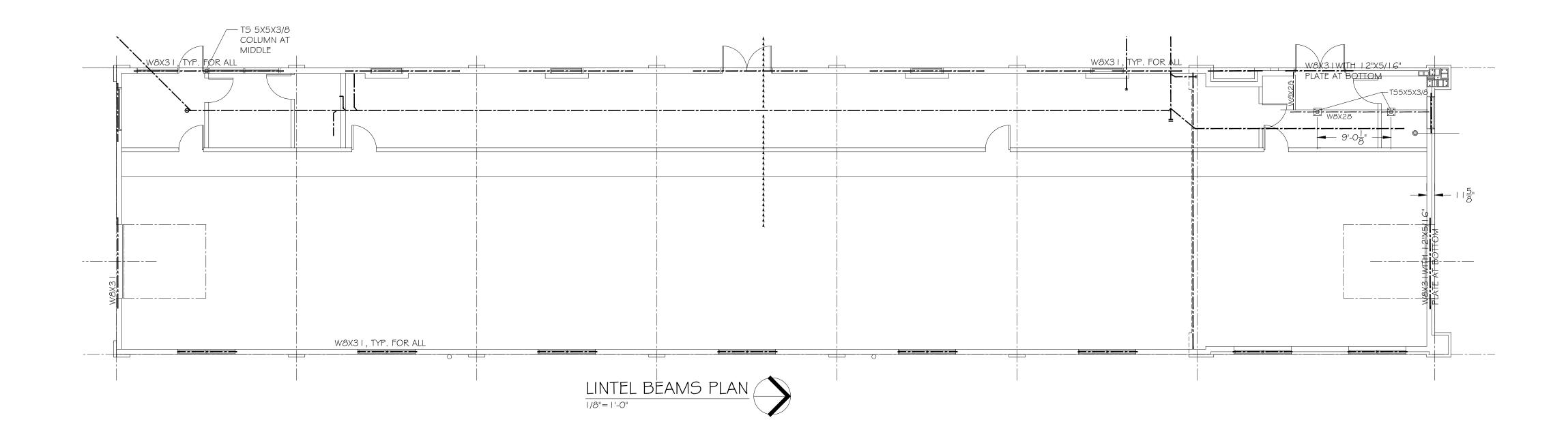
AT 16" O.C. VERT.

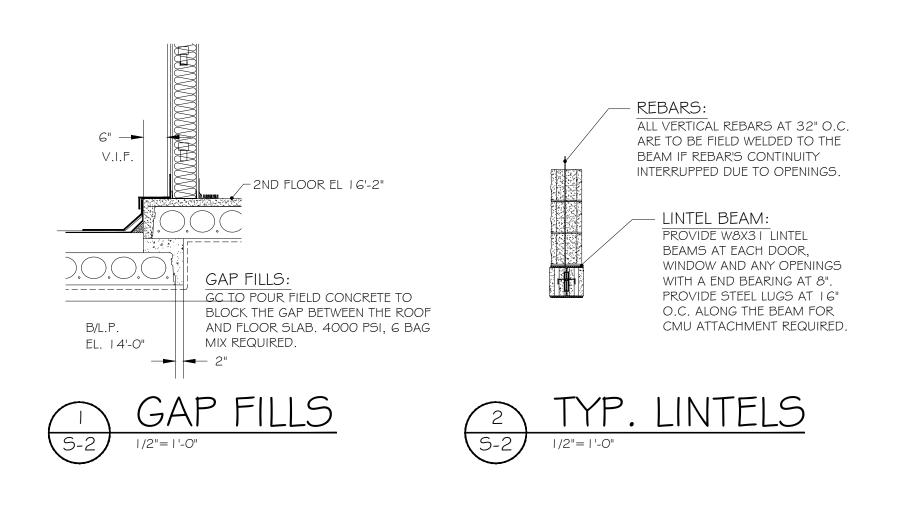
STANDARD LADDER TYPE HORIZ. REINF

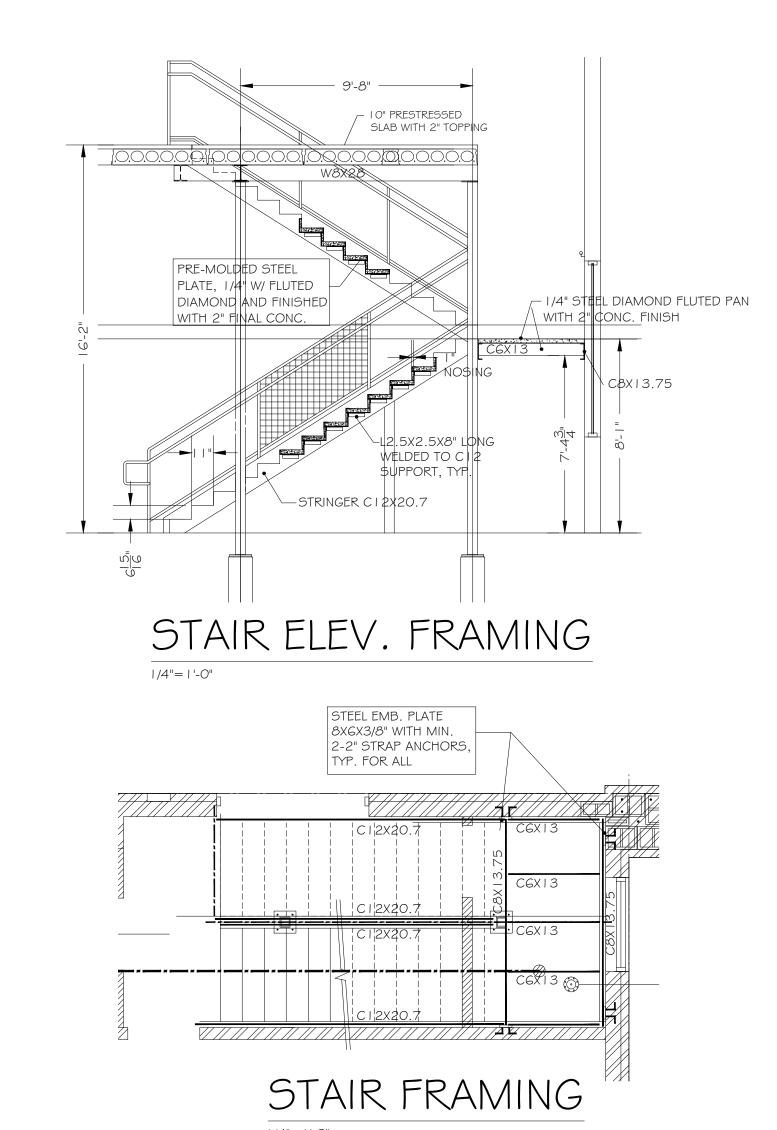
2020 COPYRIGHT PROTECTED

DESCRIPTIONS BY/DATE RAY FANG & ASSOCIATES | GEM CAR WASH SPANCRETE SLAB PLAN. FOR PERMITS JOHN 2/9/2020 BRICK/CMU PIERS, 2ND FL. 3/15/2020 739 RED OAK DRIVE, BARTLETT, IL. 60103 630-788-5536, HCFANGOO3@AOL.COM HUNG-CHUN FANG 011348 FRAMING WALL FRAIMG PROJECT ADDRESS: JOHN SADIKU 904-910 W. IRVING PARK RD., 12-10-2019A CONCEPT BENSENVILLE, IL. 60614

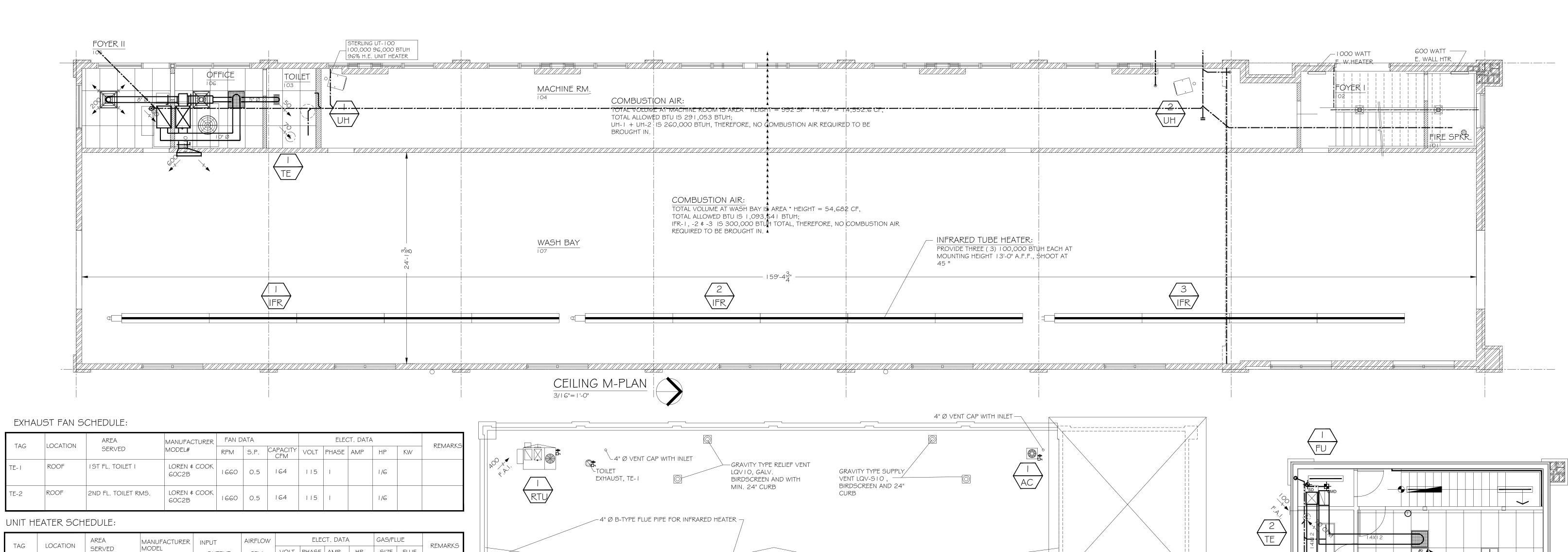
AS SHOWN







ARCHITECT: DAV FANC + AGGOCIATEG	PROJECT NAME:	DRAWING CONTENTS:	NO. REV.	DESCRIPTIONS	BY/DATE	PREPARER: DATE: CROSS RAY 2/9/2020	SS REFERENCES:	ARCHITECT STAMP:	DRAWING NO.:
RAY FANG & ASSOCIATES	GLIVI CAR WAJII	LINTEL BEAM PLAN AND	068	FOR PERMITS	RAY	REVIEWER: DATE: JOHN 2/9/2020		STATE	
739 RED OAK DRIVE, BARTLETT, IL. 60103 630-788-5536, HCFANGOO3@AOL.COM		DETAILS, STAIRWAY DETAILS	N N		3/15/2020	JOHN 2/9/2020 APPROVER DATE:		HUNG-CHUN FANG	
DEVELOPER/OWNER:	PROJECT ADDRESS:	1	S			PROJECT NUMBER:		011348	
	904-910 W. IRVING PARK RD.,		SEVI			12-10-2019A		EXP: 11/30/2020	
JOHN SADIKU, SMOKING@GMAIL.COM 828 N. YORK., ELMHURST, IL.	BENSENVILLE, IL. 60614					SCALE: AS SHOWN		GSTERED AROMIT	2020 COPYRIGHT PROTECTED



HVAC E	QUIPME	NT SCHEDI	JLE: ALL SYSTEM	S SHALL USE R410-A	WITH MIN. ARI	EER II.4 A	ND W/ ECONO	OMIZER														
STORE	TAG	LOCATION	SERVED AREA	MANUFACTURER MODEL#	NOMINAL TONNAGE	SUPPLY AIR	FRESH AIR INTAKE	NET COOLING CAPACITY BTUH	EXT. S.P.	COMP.	INPUT	EATING OUTPUT	_		CO2 VVT SENSOR ZONES	STRUCTURE WEIGHTS	VOLT	PHASE		CURB HEIGHTS	VIBRATIO ISOLATOR CURB	REMARKS
I	RTU	ON THE ROOF	IST FLOOR	YORK PREDATOR ZTO37NO7	3 TON	1,200	300	36,000	0.50	2.95	80,000	65,000	3/4"	ВОТТОМ		740 LB	208 230	3	40	14"	-	SEER 17.0

CONCENTRIC

| VOLT | PHASE | AMP | HP | SIZE | FLUE

115 | 1.80

| 115 | 1 | | 11.6 | 1/12 | 1/2 | 4"Ø PVC VENT

1/2 4"Ø

I.) PROVIDE WITH TEMPERATURE CONTROLLED ECONOMIZER. OA INTAKE SHALL HAVE INSECT MESH.

SUNSTAR

SPS 100

2.) PROVIDE WITH BAROMETRIC RELIEF DAMPER OR POWER EXHAUST FAN.

MACHINE ROOM

WASH BAYS

3.) PROVIDE WITH MFG ASSISTANT START UP.

TAG

UH-I & CEILING

IFR-1 TO CEILING

- 4.) PROVIDE WITH TAG PLATE PERMANENTLY MOUNTED ON THE UNIT.
- 5.) PROVIDE SMOKE DETECTOR AT RETURNED DUCT WORK FOR RTU UNITS >= 2000 CFM. 6.) BALANCING REPORT AND AIR LEAKAGE TEST REPORTS:
- HVAC CONTRACTOR TO PROVIDE A BALANCING REPORT AND AIR DUCT LEAKAGE TEST REPORT TO THE VILLAGE OF ELMHURST PRIOR TO FINAL INSPECTION.

REFRIGERATION SCHEDULE:

TAG#/	WT		WT.		SELF-		AIR	WATER	REMARK			
UNIT #	QTY	NO.	TON	H.P.	AMP	REF.	REMOTE	CONTAINED	LOCATION	COOLED	COOLED	KLIVIAKK
AC-I	I	I	3 T	-	40 A	106 OZ	YES	YES	ROOF	YES	NO	
NOTES:	I A/C	CONDE	ENSING L	JNITS,	16 SEER, R	-410A, 2C)8-I <i>-</i> 60			IITS ARE BY 30, SEER 16		

CFM

96,000

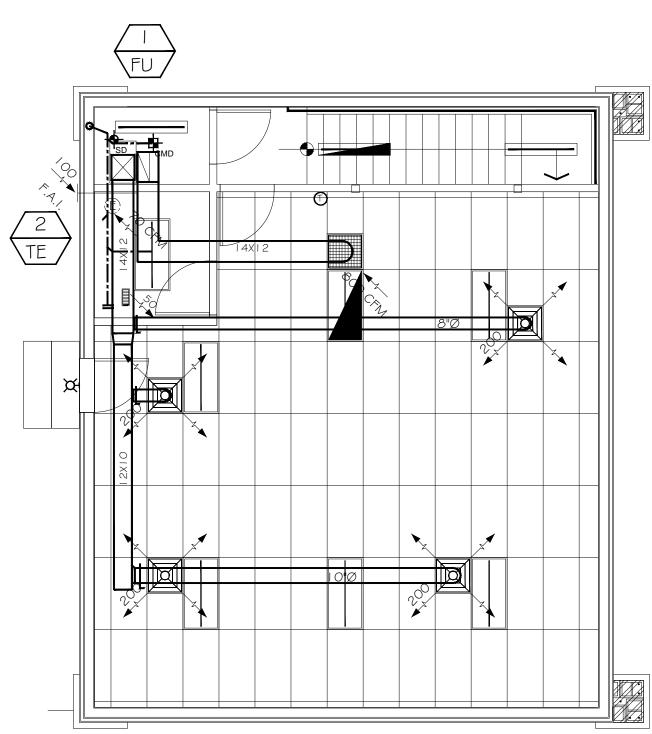
100,000

FURNACE SCHEDULE:

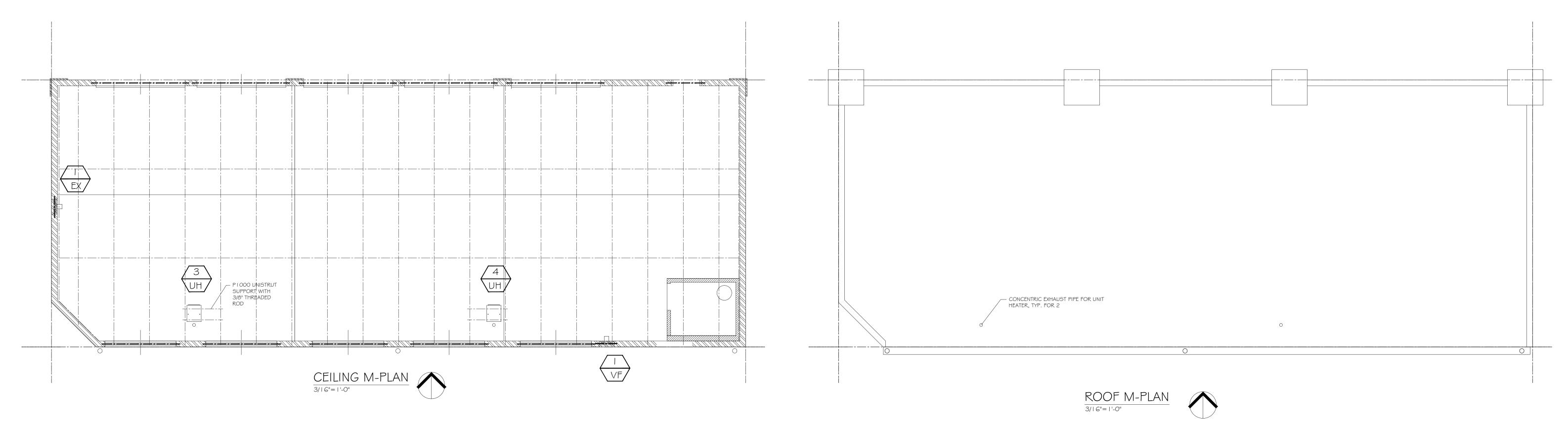
NAME	LOCATION	MODEL#	EFF.	INPUT / OUTPUT BTU/H	FLOW CFM	MOTOR HP	A/C	REMARK
FURNACE FU-I	2ND FL. UTIL. RM.	RGRB-07E RHEEM	93%	75K/70K	1275	1/2	3 TON	

VENTILATIC IN	N RA		R 20	015
OCCUPANCY CLASSIFICATIONS	OCCUPANCY DESITY, #/1000	RP CFM/PERSON	Ra CFM PER AREA	EXHAUST AIRFLOW, CFM/FT²
STORAGE ROOM			0.12	
TOILET ROOM				50/70
OFFICES	5	5.00	0.06	
LOBBY, FOYER	10	5.00	0.06	

		,	VENTILAT	TION DA	TA FO	R ALL I	MAJOR F	ROOMS			
					OCCU	PANCY		VENTIL	ATION CFM	EXHAU	ST CFM
STORE NO	ROOM NAME	PURPOSE	GROSS AREA	DENSITY PERSON / 1000 SF	RP CFM / PERSON	Ra CFM / FT ²	EXHAUST AIRFLOW RATE CFM / SF ²	REQ'D	PROV'D	REQ'D	PRO'D
CAR WASH IST FL.	FOYER \$	LOBBY AT 10/1000	216.3	10	5	0.06	-	23.8	TOTAL VENTILATION		
	TOILET I	TOILET; I FIXTURE	51	0	0	0	50/70*	0.0	REQUIRED IS 320; F.A.I.		
	OFFICE	OFFICE AT 5/1000	91.8	5	5	0.06		7.8	\$ 2 AT 25% IS 400 CFM		
	MACHINE ROOM	EQUIP, STORAGE	992.3	0	0	0.06		59.5	WHICH IS GREATER THAN VENT.		
	WASH BAY	STORAGE	3817.2	0	0	0.06		229.0	REQ'D		
2ND FL.	TOOL STORAGE	STORAGE	750.5	0	0	0.06		45.0	FU-I VENT. PROVIDED >>		
	TOILET	TOILET, I FIXTURE	44.7				50/70*		45 CFM REQ'D		



RAY FANG \$ ASSOCIATES	PROJECT NAME:	DRAWING CONTENTS:	NO. REV. DESCRIPTIONS	BY/DATE PREPAI	ARER: DATE: CROSS REF	FERENCES:	RCHITECT STAMP: OF ILLINO	DRAWING NO.:
I RATTANG 4 ADDOCIATED	GLIVI CAR WASII	CELG. M-PLAN, ROOF	O FOR PERMITS	RAY	EWER: DATE:		STA	
739 RED OAK DRIVE, BARTLETT, IL. 60103 630-788-5536, HCFANGOO3@AOL.COM		M-PLAN, EQUIPMENT		3/15/2020 APPRO	JOHN 2/9/2020 OVER DATE:		HUNG-CHUN	\ / _
DEVELOPER/OWNER:	PROJECT ADDRESS:	SCHEDULES, VENT DATA		DDO IS	ECT MINIPED		FANG 011348	
	904-910 W. IRVING PARK RD.,	· · · · · · · · · · · · · · · · · · ·		FROJE	12-10-2019A		EXP: 11/30/2020	
JOHN SADIKU, SMOKING@GMAIL.COM 828 N. YORK., ELMHURST, IL.	BENSENVILLE, IL. 60614			SCALE	AS SHOWN		SOSTERED ARCHI	2020 COPYRIGHT PROTECTED



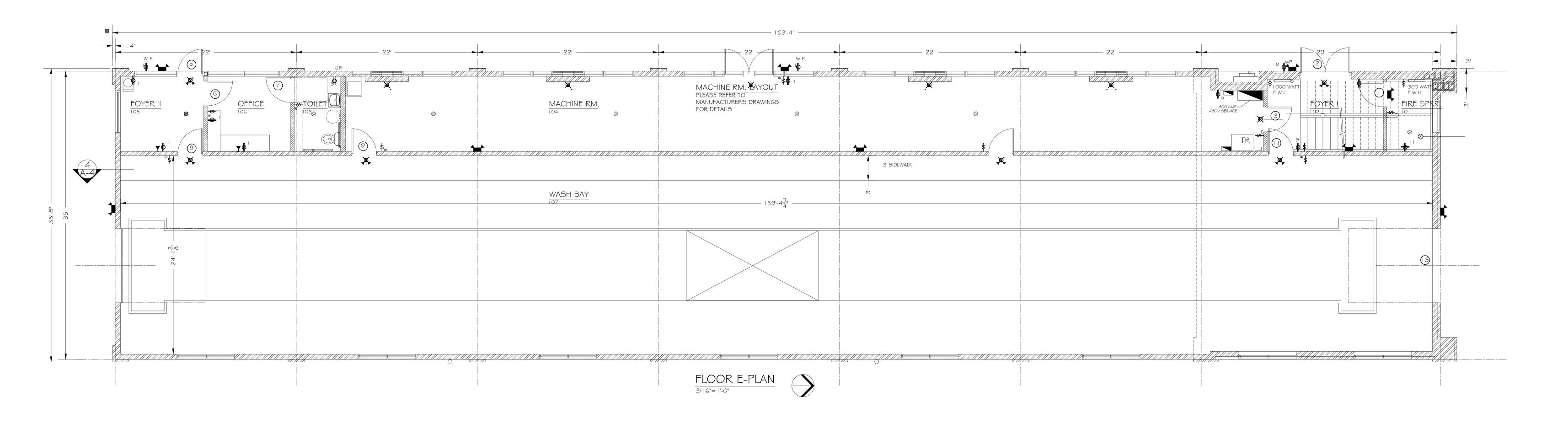
	EXHAUST FAN SCHEDULE												
		AREA	MANUFACTURER,		FAN DA	TA		Ē	ELECT. DA	ATA		25.44.24.2	
TAG	LOCATION	SERVED	MODEL #	RPM	5.P.	CAPACITY CFM	V	Ø	AMP	HP	KW	REMARKS	
EX-I	WALL	ALL AREA	COOK 16510D	950	1/8	1684	115	I		1/6			
VF-I	WALL	ALL AREA	COOK 14510D	950	1/8	1684	115	I		1/6		REVERSE BLOW DIRECTION	
NOTES I.) PROVIDE HEAVY-DUTY ALUM. SHUTTER WITH OSHA APPROVED WIRE GUARD 2.) PROVIDE VARIABLE SPEED FAN CONTROL REQ'D													

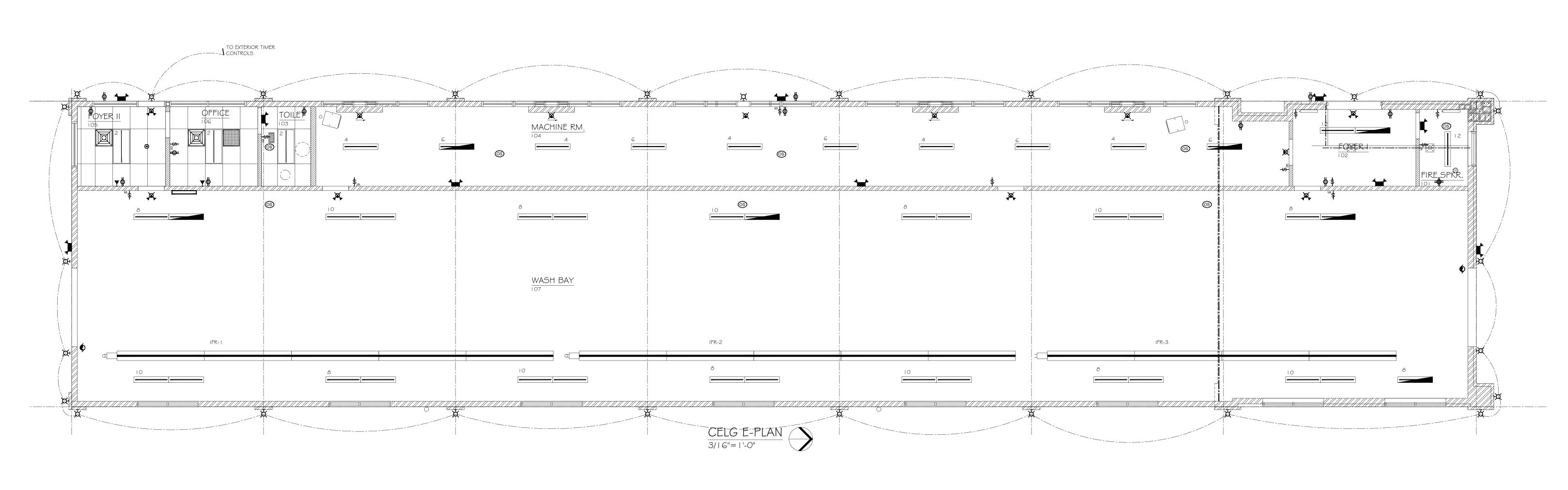
	UNIT HEATER SCHEDULE													
TAG	LOCATION	AREA	MANUFACTURER,	INPUT / OUTPUT;	AIR FLOW		E	ELECT. DA	ATA		GA	45	REMARKS	
TAG	LOCATION	SERVED	MODEL#	MBTUH	CFM	V	Ø	AMP	HP	KW	SIZE	FLUE	RLIVIARRO	
UH-3, UH-4	CELG	ALL AREA	STERLING UT-100	100/96	1616	115	I	11.6	1/12		1/2	4" Ø	CONCENTRIC PIPE EXHAUST	

	VENTILATION DATA FOR ALL MAJOR ROOMS													
					OCCU	PANCY		VENTILATION		EXHAUST				
STORE NO	ROOM NAME	PURPOSE	GROSS AREA	DENSITY PERSON / 1000 SF	RP CFM / PERSON	Ra CFM / FT ²	EXHAUST AIRFLOW RATE CFM / SF ²	REQ'D	PROV'D	REQ'D	PROV'D	REMARKS		
GEM CAR WASH	DETAIL BAY	DETAIL SHOP \$ STORAGE	2185.4	0	0	0	0.75	0.0	0	1639.05	1640			

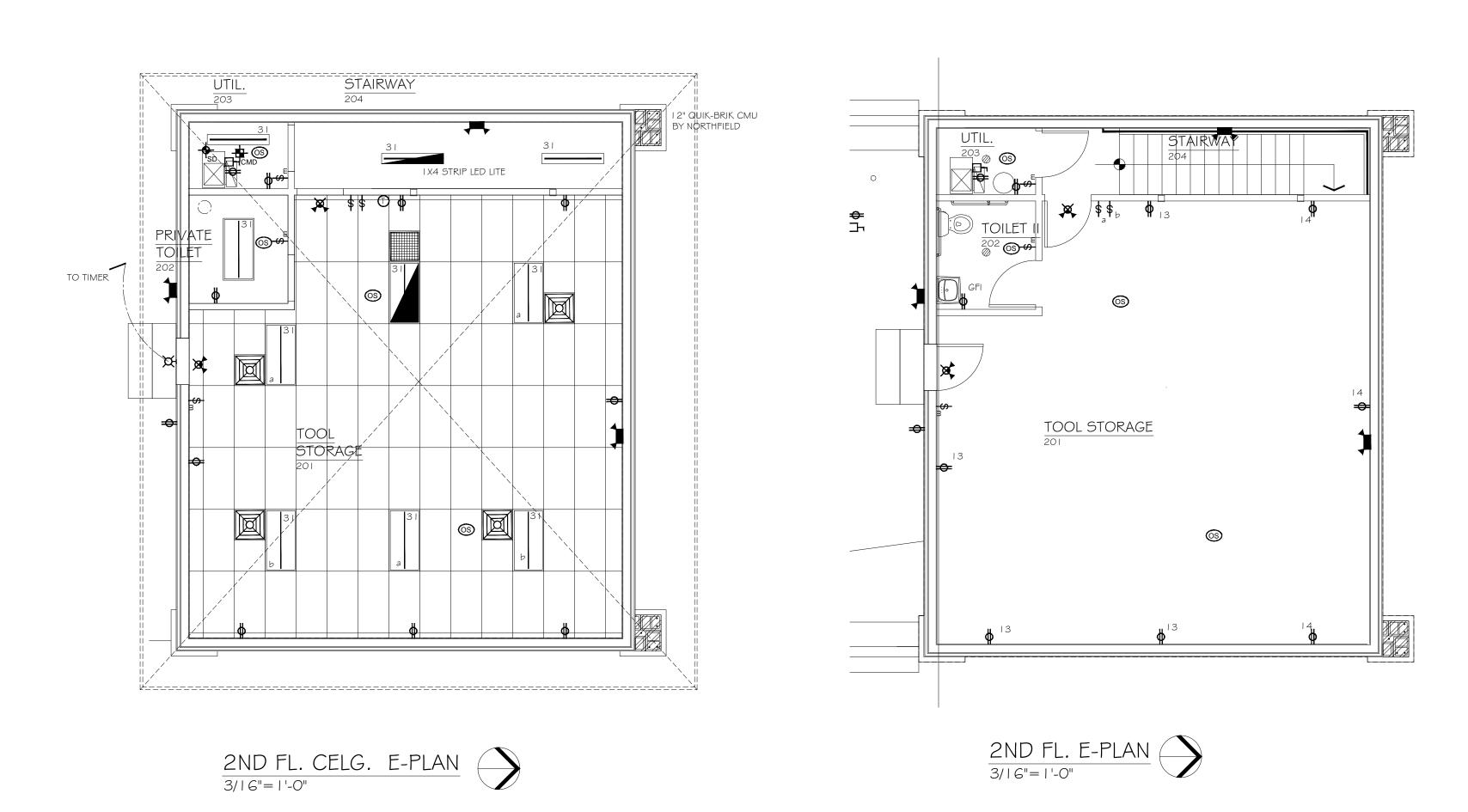
VENTILATION			0151	MC
OCCUPANCY CLASSIFICATIONS	OCCUPANCY DENSITY, #/1000	Rp CFM/PERSON	Ra CFM PER AREA	EXHAUST AIRFLOW, CFM/FT ²
STORAGE ROOM			0.12	
TOILET ROOM				50/70
OFFICES	5	5.00	0.06	
LOBBY, FOYER	10	5.00	0.06	
	OCCUPANCY CLASSIFICATIONS STORAGE ROOM TOILET ROOM OFFICES	OCCUPANCY CLASSIFICATIONS STORAGE ROOM TOILET ROOM OFFICES 5	CODE OCCUPANCY CLASSIFICATIONS STORAGE ROOM TOILET ROOM OFFICES 5 5.00	OCCUPANCY CLASSIFICATIONS OCCUPANCY CLASSIFICATIONS OCCOPANCY CLASSIFICATIONS OCCOPANCY CLASSIFICATIONS OCCOPANCY CLASSIFICATIONS OCCOPANCY CLASSIFICATIONS OCCOPANCY CLASSIFICATIONS OCCOPANCY OCCOPAN

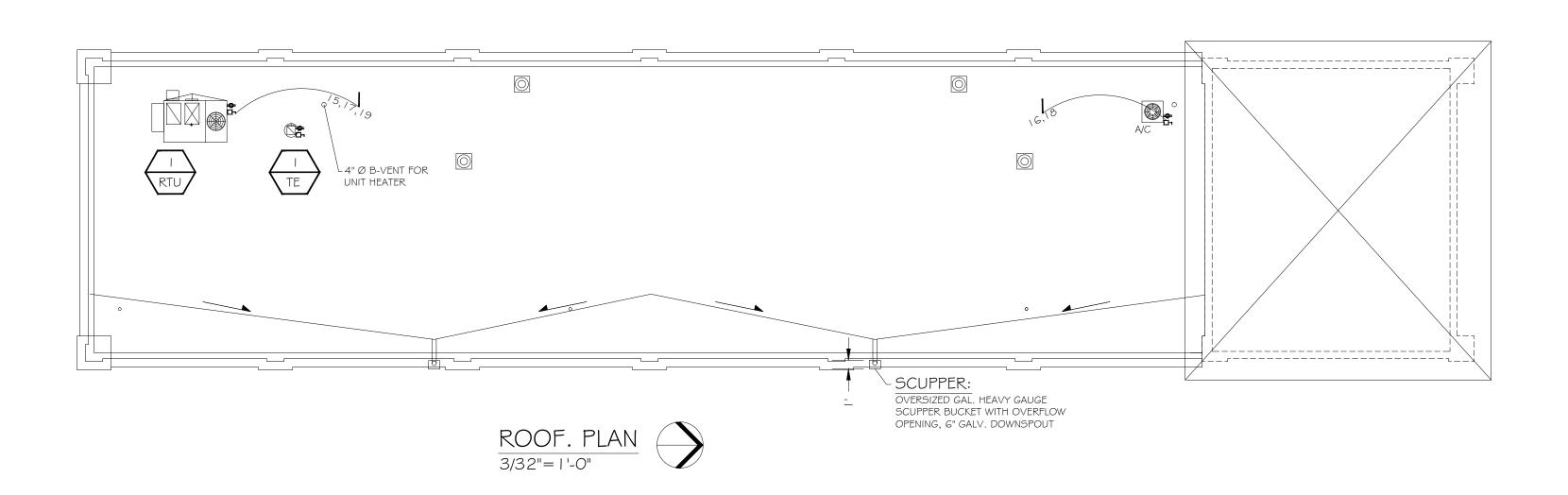
RAY FANG \$ ASSOCIATES	PROJECT NAME: OFM CAR WASH	DETAIL SHOP CELG. M-PLAN,	NO. REV.	DESCRIPTIONS BY/DA	TE RAY 2/9/2020	CROSS REFERENCES:	ARCHITECT STAMP: OF ILLINO	DRAWING NO.:
739 RED OAK DRIVE, BARTLETT, IL. 60103 630-788-5536, HCFANGOO3@AOL.COM		ROOF M-PLAN, EQUIPMENT	0 NC	FOR PERMITS RAY 3/15/202	20 REVIEWER: DATE: 2/9/2020 APPROVER DATE:		HUNG-CHUN FANG	NA-2
DEVELOPER/OWNER:	PROJECT ADDRESS:	SCHEDULES, VENT DATA	0.81		PROJECT NUMBER:		FANG 011348	
JOHN SADIKU	904-910 W. IRVING PARK RD.,		A A A A		12-10-201	9A	P	
JOHN SADIKU, SMOKING@GMAIL.COM	BENSENVILLE, IL. 60614				scale: AS SHOWN		COISTERED ARCHI	2020 COPYRICHT PROTECTED

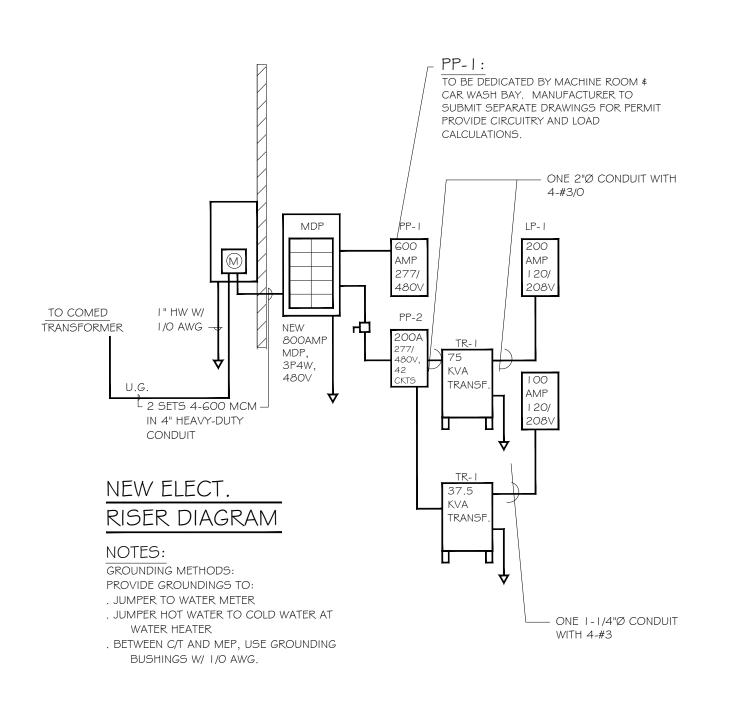




RAY FANG \$ ASSOCIATES	PROJECT NAME:	DRAWING CONTENTS:	NO. DESCRIPTIONS REV.	BY/DATE PREPARER: DATE: RAY 2/9/2020	CROSS REFERENCES: ARCHITECT STAMP: OF ILLING	DRAWING NO.:
RATTANG & ASSOCIATES	GLIVI CAR WASII	NEW FL. & CELG. E-PLANS;	O FOR PERMITS	RAY REVIEWER: DATE:	STATION	
739 RED OAK DRIVE, BARTLETT, IL. 60103 630-788-5536, HCFANGOO3@AOL.COM				3/15/2020 JOHN 2/9/2020 APPROVER DATE:	HUNG-CHUN	/ /
DEVELOPER/OWNER:	PROJECT ADDRESS:				HUNG-CHUN FANG 011348	
JOHN SADIKU	904-910 W. IRVING PARK RD.,			PROJECT NUMBER: 12-10-2019A	EXP: 11/30/2020	
JOHN SADIKU, SMOKING@GMAIL.COM 828 N. YORK., ELMHURST, IL.	BENSENVILLE, IL. 60614			SCALE: AS SHOWN	FGISTERED ARCH	2020 COPYRIGHT PROTECTED







		P	Ϋ́	NEL	S	Ct	HED	U	LE		
PANE	EL: PP-2					EX	ISTING /	' NE	W		
LOCA	ATION: MA	4CHI	NE	ROOM		FE	D FROM	1: N	1DP		
VOLT	AGE: 277/	480	V			MA	AINS: 20)O	AMP)	
WATTS	LOAD SERVICE	AMP	CCT #	A PHASE	B PHA		C PHASE	CCT #	AMP	LOAD SERVICE	WATTS
1500	HEATER #64 950 MBTUH	20	1	6500				2	40	AIR COMPRESSOR	5000
1500	330 101011		3		6500)		4		# 1	5000
1500			5				6500	6			5000
1500	HEATER #65 950 MBTUH	20	7	6500				8	40	AIR COMPRESSOR #2	5000
1500			9		6500)		10			5000
1500			11				6500	12			5000
7500	CONVEYOR CONTROL BOX	80	13	9000				14	20	WATER RECLAIM UNIT	1500
7500			15		9000) ,,,,,,,,,		16			1500
7500			17				9000	18			1500
			19					20			
			21					22			
			23					24			
			25					26			
			27					28			
			29				16.5 KW	30	100	TR-I	50.8 KV
			31	17.5 KW				32	-		
			33	<i>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</i>	16.8	KW		34			
			35					36	50	TR-2	10.0 KV
			37					38	-		
			39					40			
			41					42			
	ТО	TALS		39.5 kW	38.8	3 kW	38.5 kW	Т	OTAL	116.8 KW	
				I	I		I	<u> </u>		TOTAL 140.4 AMPS	

		P	Α	NEL	S	Ct	HED	U	LE		
PANE	EL: MDP					FE	D FROM	1: C	OM	ED	
LOCA	ATION: MAC	HINE	RN	1		NE	W				
VOL	ΓAGE: 277/4	·80V	,			MA	AINS: 80	OC	AMF	D	
KW	LOAD SERVICE	AMP	CCT #	A PHASE	E PH <i>A</i>	S ASE	C PHASE	CCT #	AMP	LOAD SERVICE	KW
346.0	MCC	600	1					2	200	PP-2	116.8
	MANUFACTURER'S CONTROL CABINET		3					4			
			5					6			
	SPACE		7					8		SPACE	
			9					10			
			11					12			
	SPACE		13					14		SPACE	
			15					16			
			17					18			

ELECTRICAL NOTES:

I.) GROUNDING CONNECTIONS TO BE PER LOCAL CODES. 2.) ALL EXIT SIGNS, EMERGENCY FIXTURES AND EXIT EGRESS TO BE 90 MINI

CHARGES.

3.) ALL UNDERGROUND CONDUIT TO BE PVC.

4.) ALL CONDUCTORS TO BE COPPER.

5.) MIN. CONDUCTORS TO BE # I 2 THHN.

6.) ALL CONDUCTORS OVER 24V TO BE IN CONDUIT.

7.) FLEXIBLE METAL CONDUIT SHALL NOT EXCEEDS 6' AND IS FOR INDOOR USE ONLY. 8.) LIQUID TIGHT METAL CONDUIT SHALL BE USED ABOVE GRADE WITH 6' MAX.

ENGTH.

9.) EMT CONDUIT TO BE USED AND SHALL NOT BE USED BELOW GRADE AND EXTERIOR.

10.) ALL CABLES TO BE THHN OR THWN.

11.) ALL RECEPTACLES AND CIRCUITS TO BE 20 AMP.

12.) ALL CONDUITS SHALL HAVE A GREEN GROUNDING CONDUCTOR SIZED PER NEC 250.

ALL CONDUITS SHALL HAVE A GREEN GROUNDING CONDUCTOR SIZED PER NEC 250.
 JALL BOXES SHALL BE OF THE BRACKETED TYPE.
 JPIPE SHALL COMPLY WITH CHAPTER #9 AND ADJUSTED FOR MORE THAN 3 CURRENT CONDUCTORS PER NEC 20 I I.
 OF FREE CONDUCTORS SHALL BE LEFT AT ALL BOXES.
 ALL LOW VOLTAGE WIRING TO BE IN BRIDLE RINGS, IO' SPACING MAXIMUM.
 JECTRICAL PVC MAY BE USED IN FLOOR.
 JIF REQUIRED, CONTRACTOR REPRESENTATIVE WILL MEET WITH ELECTRICAL INSPECTOR BEFORE STARTING PROJECT.
 ALL WIRING SHALL BE PULLED FOR ROUGH IN INSPECTION, EXCEPT SLAB WORK.
 ALL GARVIN COVER OUTLETS SHALL HAVE BONDING JUMPER PER NEC 250.
 JECTRICAL SERVICE CONDUITS BELOW GRADE TO BE HARD METAL OR PVC; ABOVE GRADE SERVICE CONDUITS TO BE EMT.
 ALL WATER PIPES AND GAS LINES SHALL BE BONDED PER NEC 20 I I.
 A GROUNDING CONDUCTOR SHALL BE ENCASED IN CONCRETE PER NEC 20 I I.
 JECTRICAL SERVICE CONDUCTORS SHALL NOT BE INSTALLED MORE THAN 5' FROM METER TO FIRST POINT OF DISCONNECT MEANS.
 SHUNT TRIP FOR ELECTRICAL SERVICE SHALL BE PROVIDED PER FIRE

25.) SHUNT TRIP FOR ELECTRICAL SERVICE SHALL BE PROVIDED PER FIRE

MARSHALL.
26.) ELECTRICAL INSPECTIONS SHALL BE CALLED IN FOR ALL ELECTRICAL WORK.
27.) COMED TO PROVIDE AIC RATING FOR TRANSFORMER DIRECTLY TO VILLAGE.
28.) ALL FIRE ALARM WIRING TO BE IN RED CONDUIT.
29.) ALL ELECTRICAL EQUIPMENT TO BE LABELED AND TESTED BY A THIRD PARTY.
30.) GROUNDING CONDUCTORS SMALLER THAN #6 TO BE GREEN AND GROUNDED CONDUCTORS SMALLER THAN #6 SHALL BE WHITE.
31.) CONTRACTORS NAME TO BE PERMANENTLY MOUNTED TO SERVICE.
32.) ALL EXIT SIGNS TO BE IN ACCORDANCE WITH IBC.
33.) BATTERY LIGHTS TO MEET IBC CODE (1-F/C)
34.) BATTERY LIGHTS TO BE WIRED TO SAME ROOM CIRCUIT AHEAD OF SWITCH.
35.) LIGHT FIXTURES AND CONDUIT IN DROP CEILING TO COMPLY WITH NEC/2011

36.) CONDUIT BELOW ROOF DECK SHALL COMPLY WITH 300.4E
37.) TEMPORARY WIRING SHALL COMPLY WITH BBC9-9-1 AND BE HARD CORD

INUTES			

\$\$m SWITCH, OR WITH OCCUPANCY SENSORS

DUPLEX, 20A

QUAD-PLEX

LEGENDS:

2X4 LED LIGHTING, 40W

4' STRIP LED LIGHTING BY COOPER SNLED-LD I -45-RM-UNV-L840-CD I -U

② 220V

Y DATA/VOICE

LED EXIT, 90 MIN. BATTERY

EMERGENCY LITE WITH 90
MINUTES BATTERY BACKUP

WALLS

NEW WALL SCONCE

NEW INCANDECENT LIGHT

NEW CO DETECTOR

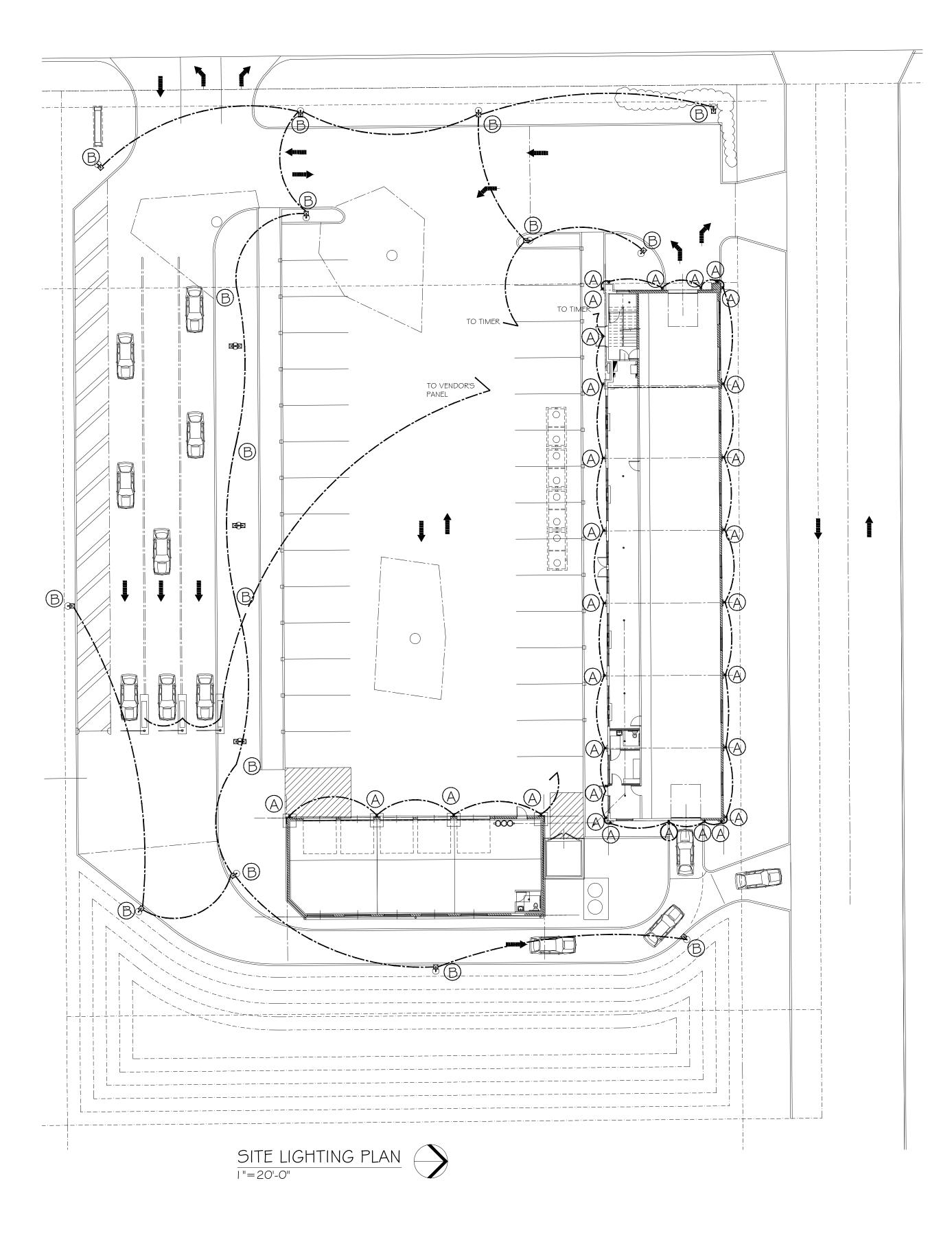
NEW SMOKE DETECTOR

MOUNTING	G HEIGHT OF ELEC. DE	VICES
DEVICE	HEIGHT TO BOTTOM OF DEVICE	REMARKS
SWITCHES	44"	
RECEPTACLES	12"	
TOILET ROOM OUTLETS	40"	
GENERAL OUTLETS	15"	

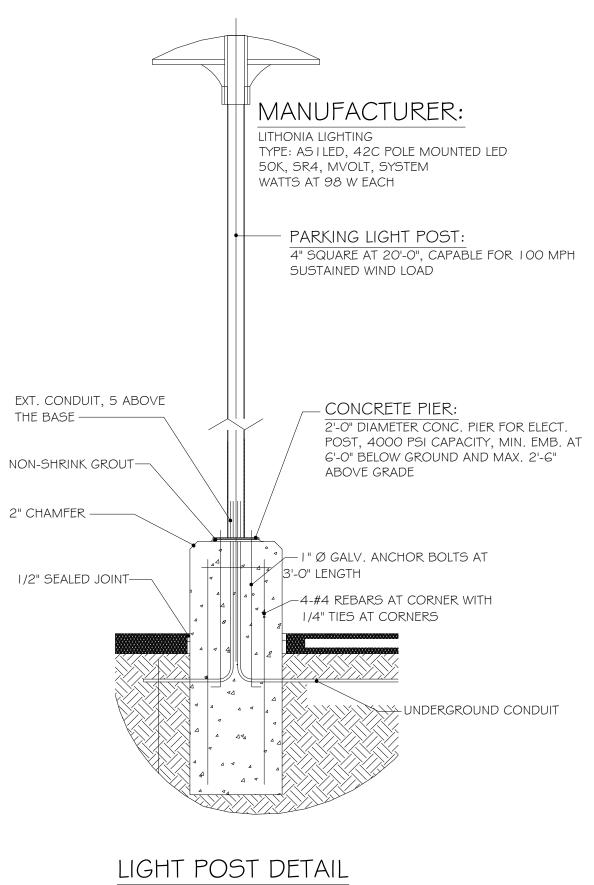
		P	Α	NEL	S	Ct	HED	U	LE		
PANE	EL: LP-1					EX	ISTING /	' NE	W		
LOCA	ATION: MA	CHII	ΝE	ROOM		FE	D FROM	1: T	RAN	ISFORMER TR	2-1
VOLT	AGE: 120/2	087	′			MA	AINS: 20)O	AMP		
WATTS	LOAD SERVICE	AMP	CCT #	A PHASE	B PH <i>A</i>		C PHASE	CCT #	AMP	LOAD SERVICE	WATTS
1500	OFFICE/FOYER OUTLETS	20	ı	2500				2	20	GEN. LITES, OFF. FOYER I, TOILET	1000
1800	TOILET I GFI OUTLETS	20	3		2800)		4	20	GEN. LITES, MACHINE RM	1000
1000	E. WALL HEATER FOYER II	20	5				2000	6	20	GEN. LITES, OFF. MACHINE RM	1000
600	E. WALL HEATER SPKR RM	20	7	1600				8	20	GEN. LITES, WASH BAY	1000
1500	FOYER II OUTLETS	20	9		2500)		10	20	GEN. LITES, WASH BAY	1000
1500	SPKR OUTLETS	20	11				2100	12	20	FURNACE	600
1500	RM 203 OUTLETS	20	13	3000				14	20	RM 203 OUTLETS	1500
9900	RTU- I	40	15		4800)		16	40	A/C	1500
			17				4800	18			1500
			19	4200				20	20	UH-I	900
900	GARAGE DOOR WEST CONTRL	20	21		1800)		22	20	UH-2	900
900	GARAGE DOOR EAST CONTROL	20	23				1800	24	20	IFR-I	900
900	EF-I TOILET I	20	25	1800				26	20	IFR-2	900
900	EF-2 TOILET II	20	27		1800)		28	20	IFT-3	900
900	GAS WATER HTR 2ND FL.	20	29				1900	30	20	E.W.H., IOG	1000
1000	RM 201,202, 203,LIGHTS	20	31	2000				32			1000
600	E. WALL HEATER STAIRWAY, 2ND FL.	20	33		1600)		34			1000
900	AIR FILTÉR FOR COMP. 1 \$ 2	20	35				2400	36	20	DE-ICE SYSTEM	1500
900	BRINE TANK FOR WATER SOFTNER	20	37	2400				38		#129	1500
			39		1500)		40	20	DE-ICE SYSTEM	1500
			41				1500	42		# 130	1500
	TOT	ALS		17.5 kW	16.8	3 kW	16.5 kW	Т	OTAL	50.8 KW	
				<u> </u>			l			TOTAL 141 AMPS	

PANEL SCHEDULES ON ELECT. PANEL: AT COMPLETION OF WORK, ELECTRICIAN TO TYPE IN THE CIRCUITRY DIRECTORY ON THE FACE OR INSIDE EACH ELECTRICAL PANEL REQUIRED.

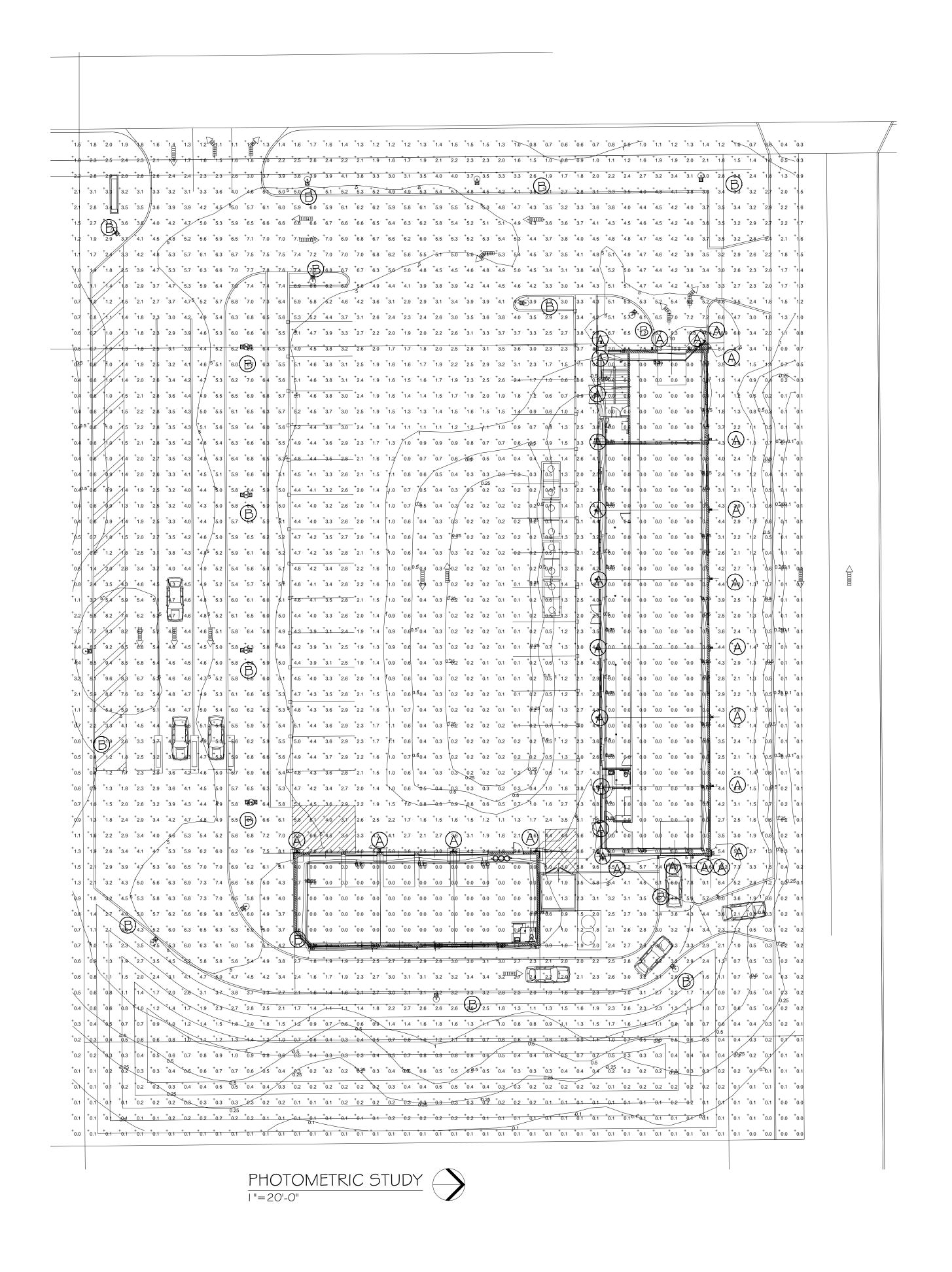
RAY FANG & ASSOCIAT	PROJECT NAME:	DRAWING CONTENTS:	NO. REV.	DESCRIPTIONS	BY/DA ⁻	ATE	PREPARER: DATE: RAY 2/9/2020	CROSS REFERENCES:	ARCHITEC	T STAMP:	DRAWING NO.:
NATIANG & ADDUCTAT	ILU GLIVI CAN WAJI I	2ND FL. & CELG. E-PLANS;	90	FOR PERMITS	RAY	F	REVIEWER: DATE:			XAID	
739 RED OAK DRIVE, BARTLETT, IL. 60103		ROOF E-PLAN, PANEL			3/15/202		JOHN 2/9/2020				
630-788-5536, HCFANG003@AOL.COM		,				Α	APPROVER DATE:		111	HUNG-CHUN FANG	
DEVELOPER/OWNER:	PROJECT ADDRESS:	SCHEDULES, E-RISERS); 				DDO ISST NUMBER			011348	
JOHN SADIKU	904-910 W. IRVING PARK RD.,	•	REV 			r	PROJECT NUMBER: 12-10-2019A			EXP: 11/30/2020	
JOHN SADIKU, SMOKING@GMAIL.COM 828 N. YORK ELMHURST. IL.	BENSENVILLE, IL. 60614					3	SCALE: AS SHOWN		•	GISTERED ARCHI	2020 COPYRIGHT



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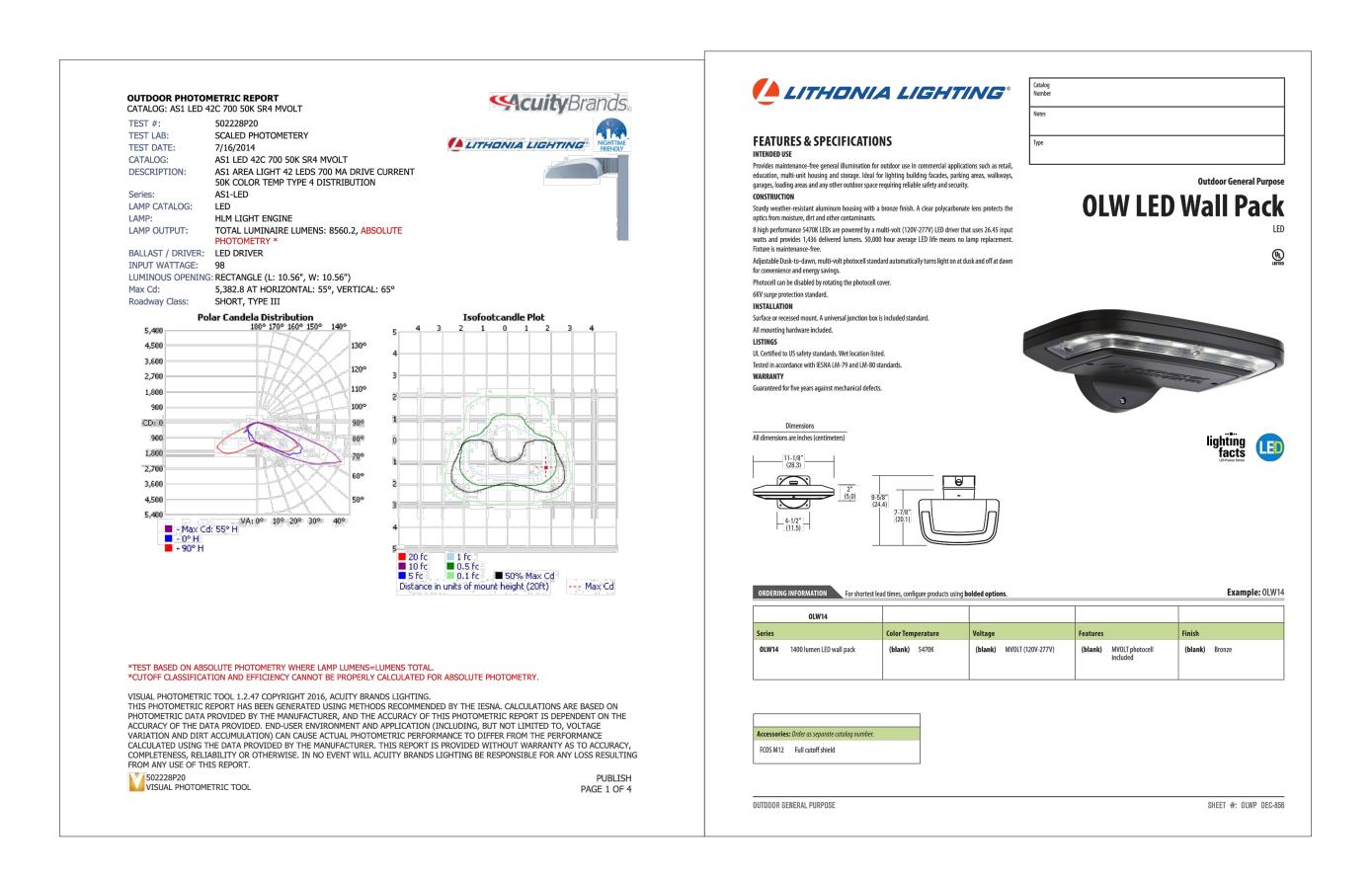


RAY FANG \$ ASSOCIA	TES CENA CAPINAME:	DRAWING CONTENTS:	NO. DESCRIPTIONS	BY/DATE PREPARER: DATE: CROSS REFERENCES: RAY 2/9/2020	ARCHITECT STAMP: DRAWING NO.:
739 RED OAK DRIVE, BARTLETT, IL. 60103 630-788-5536, HCFANGOO3@AOL.COM	ALD GLIVI CAR WADII	SITE LIGHTINGS	O FOR PERMITS	RAY 3/15/2020 REVIEWER: DATE: 3/15/2020 APPROVER DATE:	HUNG-CHUN FANG
DEVELOPER/OWNER:	PROJECT ADDRESS:		$\frac{1}{2}$	DDO ISCT NUMBER	FANG 011348
JOHN SADIKU	904-910 W. IRVING PARK RD.,			PROJECT NUMBER: 2-10-2019A	EXP: 1 1/30/2020
JOHN SADIKU, SMOKING@GMAIL.COM 828 N. YORK., ELMHURST, IL.	BENSENVILLE, IL. 60614			SCALE: AS SHOWN	2020 COPYRIGHT PROTECTED



		EXTE	RIOR LIGH	TING SCHE	EDULES	
LABEL	QTY	MANUFACTURER	CATALOG NO.	WATTAGES	MOUNTING HEIGHT	REMARKS
A	30	LITHONIA LIGHTING	OLW I 4	26.45 WATTS	l 2'-0"	PHOTOELECTRIC CELL INCLUDED
В	21	LITHONIA LIGHTING	ASTLED 42C, 50K, SR4, MVOLT	98.0 WATTS	20'-0"	

	LIGHTIN	G DENSITY	/ SUMMAR	RY
AVERAGE fc	MAX. fc	MIN. fc	MAX/MIN.	AVERAGE/MIN.
2.4	12.2	0.0	N.A.	N.A.



ARCHITECT:	PROJECT NAME:	DRAWING CONTENTS:	NO. DESCRIPTIONS	PREPARER: DATE: CROSS REFERENCES: BY/DATE RAY 2/9/2020	ARCHITECT STAMP: DRAWING NO.:
RAY FANG & ASSOCIATES	GEM CAR WASH	PHOTOMETRIC STUDY,	() C FOR PERMITS	RAY REVIEWER: DATE:	STATE
739 RED OAK DRIVE, BARTLETT, IL. 60103 630-788-5536, HCFANGOO3@AOL.COM		FIXTURE SPECS.		3/15/2020 JOHN 2/9/2020 APPROVER DATE:	HUNG-CHUN FANG
DEVELOPER/OWNER:	PROJECT ADDRESS:		$\frac{\circ}{\circ}$		011348
	904-910 W. IRVING PARK RD.,			PROJECT NUMBER: 12-10-2019A	EXP: 11/30/2020
JOHN SADIKU, SMOKING@GMAIL.COM 828 N. YORK., ELMHURST, IL.	BENSENVILLE, IL. 60614			SCALE: AS SHOWN	CG/STERED ARCHAN

PLUMBING NOTES:

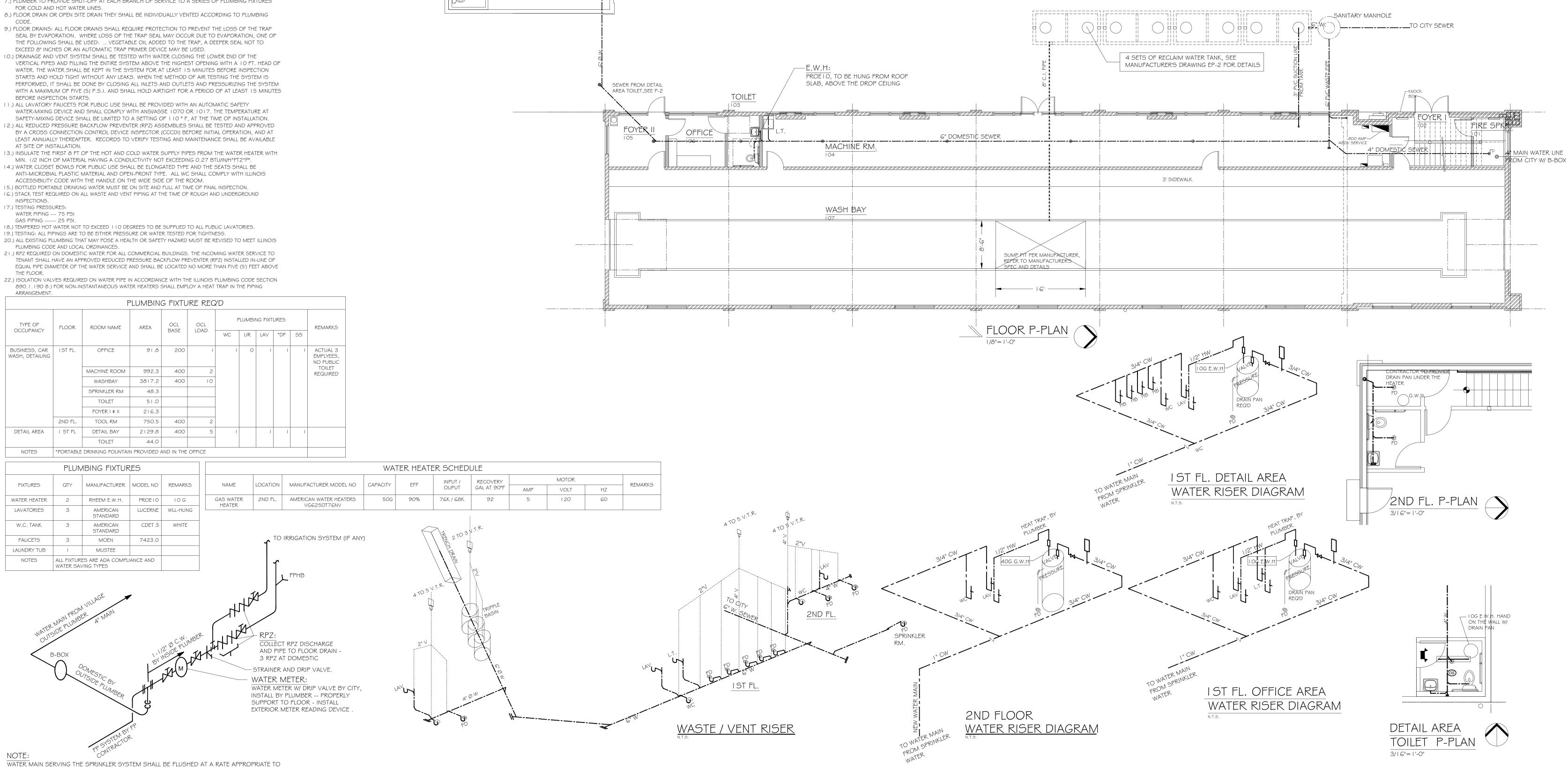
IRON WITH LEAD JOINT

I.) WASTE PIPE

- ABOVE GROUND ---- PVC SCH. 40 OR C.I. WITH LEAD JOINTS UNDERGROUND ---- PVC SCH. 40 OR CAST IRON WITH LEAD JOINT
- ABOVE GROUND --- PVC SCH. 40 OR C.I. WITH LEAD JOINTS UNDERGROUND --- PVC SCH. 40 OR CAST
- 3.) WATER PIPE: TYPE K FOR UNDER GROUND
- TYPE M OR L FOR ABOVE GROUND 4.) ALL PLUMBING PIPES ARE TO BE SIZED BY A LICENSED PLUMBER IN THE STATE OF ILLINOIS. 5.) ALL PLUMBING WORKS ARE TO FOLLOW ILLINOIS PLUMBING CODE'S REQUIREMENTS AND IT GOVERNS. 6.) ALL PLUMBING FIXTURES ARE TO HAVE MIN. I 2" AIR CHAMBER. MAIN WATER RISER SHALL HAVE 24" AIR
- 7.) PLUMBER TO PROVIDE SHUT-OFF AT EACH BRANCH OF SERVICE TO A SERIES OF PLUMBING FIXTURES
- 8.) FLOOR DRAIN OR OPEN SITE DRAIN THEY SHALL BE INDIVIDUALLY VENTED ACCORDING TO PLUMBING
- 9.) FLOOR DRAINS: ALL FLOOR DRAINS SHALL REQUIRE PROTECTION TO PREVENT THE LOSS OF THE TRAP THE FOLLOWING SHALL BE USED: .. VEGETABLE OIL ADDED TO THE TRAP, A DEEPER SEAL NOT TO
- IO.) DRAINAGE AND VENT SYSTEM SHALL BE TESTED WITH WATER CLOSING THE LOWER END OF THE WATER. THE WATER SHALL BE KEPT IN THE SYSTEM FOR AT LEAST 15 MINUTES BEFORE INSPECTION STARTS AND HOLD TIGHT WITHOUT ANY LEAKS. WHEN THE METHOD OF AIR TESTING THE SYSTEM IS PERFORMED, IT SHALL BE DONE BY CLOSING ALL INLETS AND OUTLETS AND PRESSURIZING THE SYSTEM

- 15.) BOTTLED PORTABLE DRINKING WATER MUST BE ON SITE AND FULL AT TIME OF FINAL INSPECTION.
- 17.) TESTING PRESSURES:

- 890. I . I 90 8.) FOR NON-INSTANTANEOUS WATER HEATERS SHALL EMPLOY A HEAT TRAP IN THE PIPING



302 4" Ø W

WATER MAIN SERVING THE SPRINKLER SYSTEM SHALL BE FLUSHED AT A RATE APPROPRIATE TO ITS SIZE PRIOR TO CONNECTION TO THE SYSTEM. NOTIFY THE LOCAL AUTHORITY TWENTY-FOUR (24) HOURS IN ADVANCE TO FLUSHING TO WITNESS. THE REQUIREMENT IS SEPARATE FROM OTHER WATER MAIN FLUSHINGS.

WATER SERVICE AREA, DOMESTIC COLD WATER RISER

ARCHITECT:	PROJECT NAME:	DRAWING CONTENTS:	NO. DESCRIPTIONS	PREPARER: DATE: CROSS REFERENCES: BY/DATE RAY 2/9/2020	ARCHITECT STAMP: DRAWING NO.:
RAY FANG & ASSOCIATES	GEM CAR WASH	IST \$ 2ND FL. P-PLANS,	S REV.	RAY REVIEWER: DATE:	STATE OF ILLINO
739 RED OAK DRIVE, BARTLETT, IL. 60103 630-788-5536, HCFANGOO3@AOL.COM		P-NOTES, P-RISERS,	O FOR PERMITS NO STATE OF THE PERMITS	3/15/2020 JOHN 2/9/2020 APPROVER DATE:	HUNG-CHUN FANG
DEVELOPER/OWNER:	PROJECT ADDRESS:	WATER-RISER	96	PROJECT MUMPER	011348
	904-910 W. IRVING PARK RD.,			PROJECT NUMBER: 12-10-2019A	EXP: 1 1/30/2020
JOHN SADIKU, SMOKING@GMAIL.COM 828 N. YORK., ELMHURST, IL.	BENSENVILLE, IL. 60614			SCALE: AS SHOWN	2020 COPYRIGHT PROTECTED

PLAT OF SURVEY

904 & 910 W. IRVING PARK RD BENSENVILLE, ILLINOIS 60106

W. IRVING PARK RD (83' PUBLIC RIGHT-OF-WAY)

N89°27'24"E 229.00' 149.00 80.00 N LINE OF LOT SOUTHERLY RIGHT-OF-WAY LINE OF IRVING PARK RD 149.00 N89'27'24"E 80.00 N89'27'24"E FND 3/4" IRON PIPE CORNER FND 1/2" IRON PIPE 5 229.0 ن ج 3HL OF 30 1 OF W LINE #910 W. IRVING PARK RD 1.5 ST BRICK RESIDENCE 39.1 W/BASEMENT #904 W. IRVING PARK RD 1 ST BRICK RESIDENCE CONT. WALL 32.1 (Inh) FR GARAGE 32.1" 47.3 FR GARAGE A √ 47.3" S89'27'24"W 80.00" PARCEL LOT 5 END 3/4" IRON PIPE 32.8'N 0.1'E S. LINE OF THE N 314.0' OF LOT 5 x (AS MONUMENTED) 149.00" 80.00' 589°27'24"W 229.00" **MAIN ST** FND 1/2" DEDICATED BY DOC NO R72-70911 IRON PIPE 32.8'S & (33' PUBLIC RIGHT-OF-WAY) ON-LINE **EXCEPTION EASTVIEW APARTMENTS** GRAPHIC SCALE

SURVEYOR'S NOTES

- THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
- SURVEY IS BASED ON FIELD WORK COMPLETED ON OCTOBER 26, 2018.
- ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
- EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISIONS ARE SHOWN HEREON. REFER TO THE DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
- COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE
- SURVEY COMPLETED FOR MR. HARRIS SELTZER 910 W. IRVING PARK RD BENSENVILLE. IL 60106
- THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
- BASIS OF BEARING GRID NORTH ILLINOIS EAST ZONE, STATE PLANE COORDINATE SYSTEM, NAD 83.
- PARCEL 1 AND 3 SHOWN PER QUIT CLAIM DEED DOC NO R2006-222787, PARCELS 1. 2. AND 3 SHOWN PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 18GNW635050RM.
- PARCEL 2 AND 3 ARE COMBINED PER TRUSTEE'S DEED DOC NO R2016-127477. CLIENT NOTIFIED SURVEYOR THAT THE DESCRIPTION FURNISHED IN R2016-127477 WAS IN ERROR.

LEGAL DESCRIPTION

PARCEL 1

THE EAST 229 FEET (EXCEPT THE EAST 80 FEET THEREOF) AND (EXCEPT EASTVIEW APARTMENT PER DOCUMENT R72-70911) OF LOT 5 IN OWNER'S ASSESSMENT PLAT OF PART OF SECTION 11 AND 14 TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1917 AS DOCUMENT 129399. IN DUPAGE COUNTY ILLINOIS.

PARCEL 2

THE NORTH 250 FEET OF THE EAST 80 FEET (EXCEPT EASTVIEW APARTMENTS PER DOCUMENT R72-70911) (MEASURED ALONG THE NORTH LINE) OF LOT 5 OF THE OWNER'S ASSESSMENT PLAT OF PART OF SECTIONS 11 AND 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11 1917 AS DOCUMENT 129399, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3

1" = 40"

THE EAST 80 FEET (EXCEPT THE NORTH 250 FEET AND EXCEPT EASTVIEW APARTMENTS PER DOCUMENT R72-70911) OF LOT 5 OF THE OWNER'S ASSESSMENT PLAT OF PART OF SECTIONS 11 AND 14. TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1917 AS DOCUMENT 129399, IN DUPAGE COUNTY, ILLINOIS

LEGEND

PROPERTY BOUNDARY OFFSITE PROPERTY LINE EASEMENT LINE BUILDING SETBACK LINE FOUND IRON PIPE SET 3/4" IRON PIPE FOUND PK NAIL OVERHEAD UTILITY LINES FENCE LINE POWER POLE

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS

LIGHT POLE

COUNTY OF DUPAGE)

WE MERITCORP LLC HEREBY CERTIFY THAT WE HAVE SURVEYED THE DESCRIBED PROPERTY AND THAT THIS PLAT REPRESENTS THE CONDITIONS FOUND AT THE TIME OF SAID SURVEY.

JNDER MY HAND AND SEAL ON THIS THE 29TH OCTOBER, 2018.

ONATHAN D. SPINAZZOL

ILLINOIS PROFESSIONA

CURRENT LICENSE EXPIRES NOVEMBER 30, 2018





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CHECKED BY JDS

PROJECT No.: M18152

DRAWN BY JDS

MeritCorp

50 North Brockway, Suite 3-9 Palatine, IL 60067

Office 847.496.4170 Lic. No. 184-005860

3697 Darlene Ct. Aurora, IL 60504 Office 630.554.6655 www.meritcorp.com

AS-BUILT

PARCEL 1: THE EAST 80 FEET (EXCEPT THE NORTH 250 FEET AND EXCEPT EASTVIEW APARTMENT PER DOCUMENT R72-70911) (MEASURED ALONG THE NORTH LINE) OF LOTS 5 IN OWNER'S ASSESSMENT PLAT OF PART OF SECTIONS 11 AND 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1917 AS DOCUMENT 129399, IN DUPAGE COUNTY, ILLINOIS.

THE NORTH 250 FEET OF THE EAST 80 FEET(EXCEPT EASTVIEW APARTMENTS PER DOCUMENT R72-79811) (MEASURED ALONG THE NORTH LINE) OF LOT 5 OF THE OWNERS ASSESSMENT PLAT OF PART OF SECTION 11 AND 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1917 AS DOCUMENT 129399, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

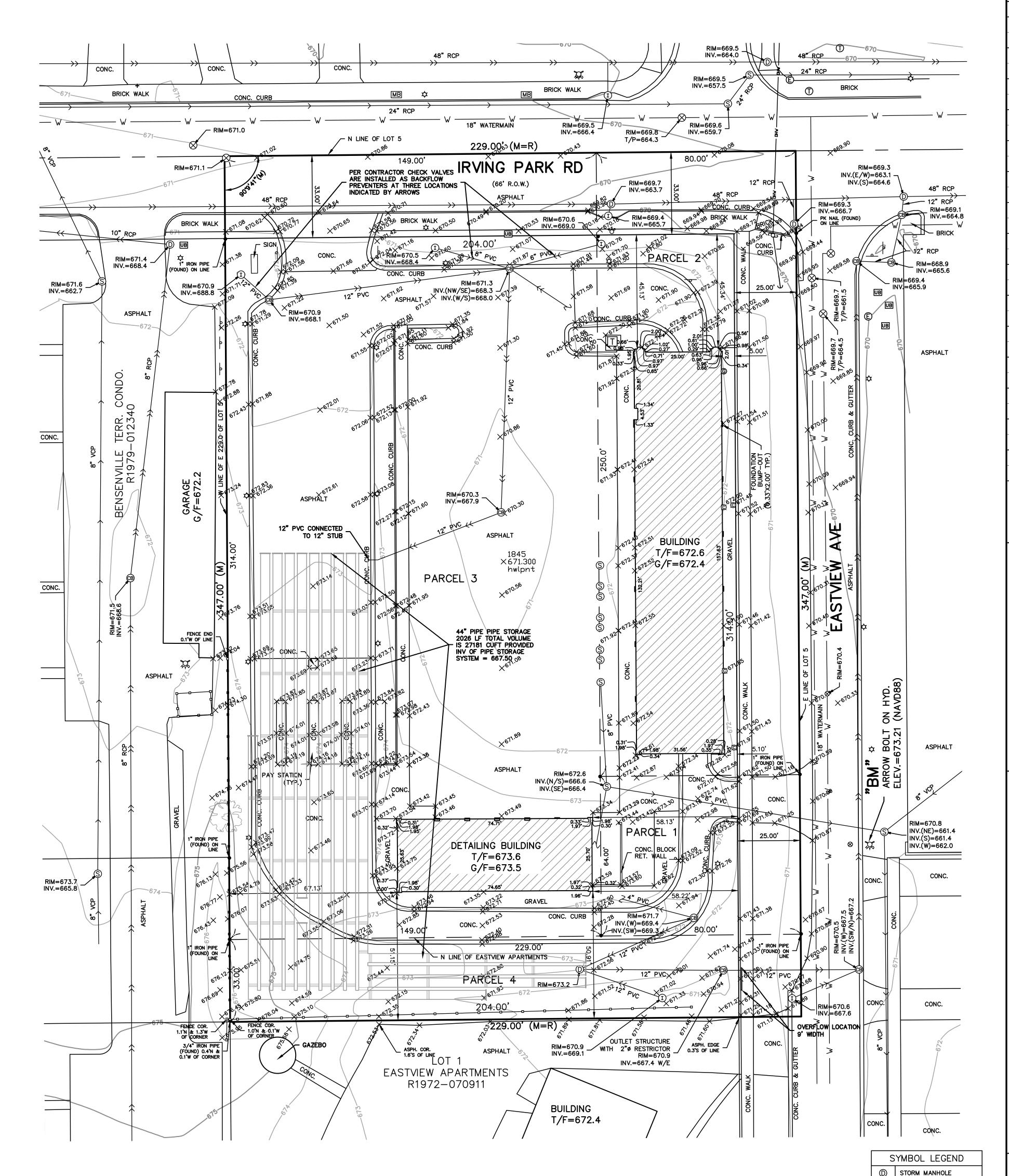
THE EAST 229 FEET (EXCEPT THE EAST 80 THEREOF) AND (EXCEPT EASTVIEW APARTMENT PER DOCUMENT R72-70911) OF LOT 5 IN OWNERS' ASSESSMENT PLAT OF PART OF SECTIONS 11 AND 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1917 AS DOCUMENT 129399. IN DUPAGE COUNTY. ILLINOIS.

PARCEL 4:

AREA: 1.82 ACRES

THAT PART OF MAIN STREET (AS DEDICATED) OF EASTVIEW APARTMENT, BEING A SUBDIVISION OF THE EAST 229.0 FEET, AS MEASURED ALONG THE NORTH LINE THEREOF, OF LOT 5, EXCEPT THE NORTH 314.0 FEET THEREOF IN OWNERS ASSESSMENT PLAT OF PART OF SECTIONS 11, AND 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1917, AS 129399, IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 904 IRVING PARK RD, BENSENVILLE PINS: 03-14-117-029; -30



PARKING LOT STORAGE Summary

Cut Factor Fill Factor 2d Area Cut 1.000 17251.76 Sq. Ft. 294.07 Cu. Yd. volumesurf 1.000

17251.76 Sq. Ft. 294.07 Cu. Yd.

VOLUME BELOW 671.3 IN LOT = 294.07 CU YD

294.07*27 = 7939 CU FT TOTAL VOL = 7939 + 27181 = 35120 CUFT PROVIDE > 29119 CUFT REQUIRED

THE VOLUME SUMMARY ABOVE IS BASED ON FIELD WORK COMPLETED ON 9/22/21, CALCULATED USING VOLUMETRIC 3D SURFACES IN AUTOCAD CIVIL 3D. THE REPORTED VOLUME IS THE TOTAL STORED BELOW THE HWL=671.3 IN THE PARKING LOT AND IN THE STORAGE PIPE SYSTEM. THE CONVEYANCE PIPE SYSTEM IS CONSERVATIVELY IGNORED.

FINAL GRADING PLAN ENGINEER'S CERTIFICATE

THE GRADING OF THE LOT AND DRAINAGE THEREFROM HAS BEEN COMPLETED AND SUBSTANTIALLY COMPLIES WITH THE DESIGN ENGINEERING PLANS DATED 03/23/2021 SUBMITTED FOR THE LOT AND REVISED 11/10/21.

THE UNDERSIGNED DENIES ANY RESPONSIBILITY FOR THE ELEVATIONS OR CONDITIONS OF SAID SITE AFTER THE DATE OF MEASUREMENT. CHANGES IN GRADE OF SAID SITE DUE TO SODDING, LANDSCAPING, EXCAVATING, FILLING, EROSION OR OTHER CAUSES ARE OUTSIDE THE SCOPE OF THIS STATEMENT, AND FUTURE SERVICES RELATING TO THE SITE WILL NOT BE PERFORMED UNLESS THE UNDERSIGNED IS RETAINED BY THE CONSTRUCTION SITE OWNER FOR SUCH PURPOSE. NO OPINION IS GIVEN THAT THE CONSTRUCTION SITE WILL DRAIN ADEQUATELY OR IN CONFORMANCE WITH THE EXCEPTIONS OF OTHER PARTIES OR THAT CONDITIONS OFF-SITE OR ON ADJACENT OR DOWNSTREAM CONSTRUCTION SITES MAY ADVERSELY IMPACT SAID CONSTRUCTION SITE.

DATE OF FIELD SURVEY: 09/20/2021

LICENSED PROFESSIONAL ENGINEER SIGNED ON 09/23/2021 LICENSE EXPIRES ON 11/30/2021

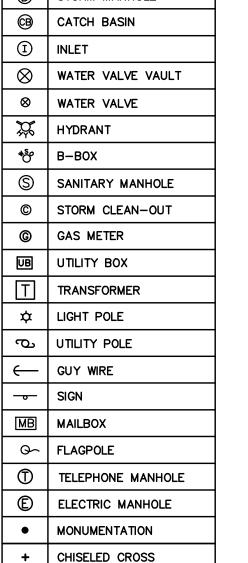
CONDITION OF LOT AND/OR COMMENTS: NONE

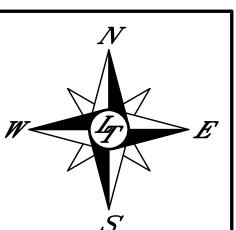
REVISED 10/29/21

EXPIRES

11/30/21

LINE LEGEND
——————————————————————————————————————
ohw = OVERHEAD WIRES
W = WATER MAIN





SCALE: 1"=20'

LEGEND (M) = MEASURED DIMENSION (R) = RECORD DIMENSIONT/F = TOP OF FOUNDATION

F/F = FINISHED FLOOR

G/F = GARAGE FLOOR

1. THERE MAY BE UNDERGROUND UTILITIES THAT ARE NOT SHOWN

2. UNLESS OTHERWISE NOTED, ONLY THOSE EASEMENTS AND SETBACK LINES THAT ARE INDICATED ON THE RECORDED SUBDIVISION PLAT AND THAT AFFECT THE SUBJECT PARCEL ARE SHOWN HEREON.

3. COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DIFFERENCE AT ONCE. 4. NO DIMENSIONS ARE TO BE ASSUMED BY SCALE MEASUREMENTS.

5. THIS DRAWING IS VOID WITHOUT THE SEAL AND SIGNATURE OF THE LICENSED PROFESSIONAL.

6. TIES ARE MEASURED TO AND ALONG THE FACE OF THE BUILDING AT BREAST HEIGHT.

GINEERING



THIS DRAWING IS PROTECTED BY COPYRIGHT REGULATIONS. THE INFORMATION SHOWN MAY NOT, IN WHOLE OR PART, BE REPRODUCED WITHOUT THE WRITTEN CONSENT OF:

POLENA ENGINEERING LLC 933 W. LIBERTY DRIVE WHEATON, ILLINOIS, 60187

ALL LEGAL RIGHTS RESERVED.

CLIENT: **GEM CARWASH**

DRAWN BY: AB CHCK'D BY: SSP DATE: 9/23/21

AS-BUILT DRAWING:

T:\2020-J0BS\200012\200012AB 10-29-21.dv

904 ILLINOIS 19, BENSONVILLE

PAGE 1 OF 1

DRAWING NUMBER: 200012

ORDINANCE #

AN ORDINANCE APPROVING AN AMENDMENT TO A PLANNED UNIT DEVELOPMENT AND A SPECIAL USE PERMIT FOR MOTOR VEHICLE REPAIR AND/OR SERVICE AT 904 W IRVING PARK ROAD, BENSENVILLE, ILLINOIS

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 President and the Board of Trustees of the Village of Bensenville (the "Corporate Authorities") have heretofore exercised the power conferred on them pursuant to Chapter 11-13-1, et seq., of the Illinois Municipal Code by adopting the Village of Bensenville Zoning Ordinance (Ord. 07-99), as amended from time to time (the "Zoning Ordinance"); and

WHEREAS, the Corporate Authorities previously adopted Ordinance No. 35-2020 granting approval of a Planned Unit Development for a car wash at 904 West Irving Park Road, Bensenville, Illinois in the C-2 Commercial District (the "Gem Car Wash PUD"); and

WHEREAS, Gem Car Wash LLC of 841 North York Road, Elmhurst, Illinois 60126 (the "Owner" and the "Applicant") filed an application for a Major Amendment to a Planned Unit Development, pursuant to Section 10-4-4 of the Zoning Ordinance (the "Application"), to allow the addition of a Special Use Permit for Motor Vehicle Repair and/or Service within the Gem Car Wash PUD (the "Amended PUD") on a portion of the Owner's property located at 904 West Irving Park Road, Bensenville, Illinois as legally described in Exhibit A, attached hereto and incorporated herein by reference (the "Subject Property"). A copy of said application with all supporting documents is contained on file in the Community and Economic Development Department and is incorporated herein by reference as Exhibit B; and

WHEREAS, the Village published Notice of Public Hearing with respect to the Amended PUD in the *Bensenville Independent* on Thursday, March 13, 2025, and notice was also given via posting of one Public Hearing Sign on the Subject Property on Wednesday, March 12, 2025, and via First Class mail to taxpayers of record within 250 feet of the Subject Property on Wednesday, March 12, 2025, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a public Hearing on April 8, 2025 (the "Public Hearing"), as required by the statutes of the State of Illinois and the ordinances of the Village, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, at the conclusion of the Public Hearing, the Community Development Commission found the standards for a planned unit development and a special use permit had been met, and thereafter, voted to recommend approval the Amended PUD with certain conditions, and forwarded its recommendations, including the Staff Report and findings relative to the requests, which are attached hereto and incorporated herein by reference as Exhibit C, to the Corporate Authorities; and

WHEREAS, the Corporate Authorities have duly considered the Community Development Commission's recommendation and findings of fact, along with the Application itself, all other relevant materials, and the Zoning Administrator's Site Plan Approval, and have determined that approval of the Amended PUD, as recommended by the Community Development Commission, with conditions, is consistent with the Zoning Ordinance; and

WHEREAS, the Corporate Authorities deem it advisable and in the best interest of the health, safety, and welfare of the residents of the Village to grant the Major Amendment to the Gem Car Wash PUD, subject to the conditions identified herein.

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

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

Section 2. That the Subject Property is currently zoned within the Gem Car Wash PUD, with the underlying zoning classification of C-2: Commercial District, which zoning classification shall remain in effect subject to the Amended PUD approved herein.

Section 3. That the Corporate Authorities hereby adopt by reference the findings of fact of the Community Development Commission as findings of the Village President and the Board of Trustees as if completely set forth herein, and find that the Amended PUD is proper and necessary.

Section 4. That in addition to the findings set forth in Section 3 hereof, the Corporate Authorities further find as to the standards of a planned unit development in relation to the Amended PUD:

- i. The Amended PUD fulfills the objectives of the Comprehensive Plan and other land use policies of the Village, through an innovative and creative approach to the development of land.
- ii. The Amended PUD will provide walkways, driveways, streets, parking facilities, loading facilities, exterior lighting, and traffic control devices that adequately serve the uses within the development, promote improved access to public transportation, and provide for safe motor vehicle, bicycle, and pedestrian traffic to and from the site.

- iii. The Amended PUD will provide landscaping and screening that enhances the Village's character and livability, improves air and water quality, reduces noise, provides buffers, and facilitates transitions between different types of uses.
- iv. The Amended PUD will incorporate sustainable and low impact site design and development principles.
- v. The Amended PUD will protect the community's natural environment to the greatest extent practical, including existing natural features, water courses, trees, and native vegetation.
- vi. The Amended PUD will be provided with underground installation of utilities when feasible, including electricity, cable, and telephone, as well as appropriate facilities for storm sewers, stormwater retention, and stormwater detention.

Section 5. That the major amendment to the Gem Car Wash Planned Unit Development and a Special Use Permit for Motor Vehicle Repair and/or Service at 904 W Irving Park Road, Bensenville, Illinois as legally described in <u>Exhibit A</u>, are hereby approved, provided that the Amended PUD is constructed in substantial conformance with the following plans and specifications related to the development of the Amended PUD (collectively, the "Plans and Specifications"), except as may be amended pursuant to Section 7 of this Ordinance:

- i. Application: submitted by Applicant on February 18, 2025 (Exhibit B-1; the "Application");
- ii. Site Plan: prepared by Ray Fang & Associates on February 9, 2020 (Exhibit B-3; the "Site Plan");

The Plans and Specifications are hereby approved by this Ordinance.

Section 6. That the Amended PUD and special use permit granted herein are further subject to the following conditions and restrictions:

i. The Special Use Permit be granted solely to Gem Car Wash LLC and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which

is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.

- ii. The approval standards from all previous ordinances governing this property will remain in effect.
- iii. A triple catch basin must be installed.
- iv. No body work or spray painting will be permitted.
- v. All maintenance must be done inside of the maintenance bay located at the rear of the property.
- vi. No outdoor storage of vehicles will be permitted.
- vii. No overnight storage of vehicles will be permitted.
- viii. An oil water separator must be installed.
- ix. The necessary amount of car parking spaces for motor vehicle repair and/or service must be properly signed.
- x. Car parking spaces specifically for vehicles waiting to be worked on must be striped in accordance with Village standards.
- xi. The Special Use Permit authorizes the conduct of a "motor vehicle repair and/or service" use only on the Subject Property.
- xii. Any modification or intensification of the Special Use Permit that alters the essential character or operation of the use in a way not intended at the time this Ordinance was granted shall require new special use approval.
- **Section 7.** No building permits shall be issued for construction related to the Amended PUD unless the plans submitted in conjunction with the building permits are in substantial conformance with the Plans and Specifications, as approved herein.
- **Section 8.** The Applicant hereunder shall at all times comply with the terms and conditions of the Ordinance and, in the event of non-compliance, said Ordinance shall be subject to revocation.

Section 9. All sections of the Zoning Ordinance not addressed in this Ordinance or another amending ordinance shall remain in full force and effect, which means the Special Use Permit must comply with all other codes and ordinances of the Village, as well as all codes, ordinances, and laws of the County, State, and federal government..

Section 10. All sections of Ordinance No. 35-2020 not altered in this Ordinance or another amending ordinance shall remain in full force and effect.

Section 11. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 12. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 13. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

[Intentionally Left Blank]

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 29th day of April 2025, pursuant to a roll call vote, as follows:

	APPROVED:
	Frank DeSimone, Village President
ATTEST:	
Nancy Quinn, Village Clerk	
AYES:	
NAYES:	
ABSENT:	

Ordinance # ____- 2025 Exhibit "A"

The Legal Description is as follows:

PARCEL 1: THE EAST 80 FEET (EXCEPT THE NORTH 250 FEET AND EXCEPT EASTVIEW APARTMENT PER DOCUMENT R72-70911) (MEASURED ALONG THE NORTH LINE) OF LOTS 5 IN OWNER'S ASSESSMENT PLAT OF PART OF SECTIONS 11 AND 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1917 AS DOCUMENT 129399, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 250 FEET OF THE EAST 80 FEET (EXCEPT EASTVIEW APARTMENTS PER DOCUMENT R72-79811) (MEASURED ALONG THE NORTH LINE) OF LOT 5 OF THE OWNERS ASSESSMENT PLAT OF PART OF SECTION 11 AND 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1917 AS DOCUMENT 129399, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THE EAST 229 FEET (EXCEPT THE EAST 80 THEREOF) AND (EXCEPT EASTVIEW APARTMENT PER DOCUMENT R72-70911) OF LOT 5 IN OWNERS' ASSESSMENT PLAT OF PART OF SECTIONS 11 AND 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1917 AS DOCUMENT 129399, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF MAINSTREET (AS DEDICATED) OF EASTVIEW APARTMENT, BEING A SUBDIVISION OF THE EAST 229.0 FEET, AS MEASURED ALONG THE NORTH LINE THEREOF, OF LOT 5, EXCEPT THE NORTH 314.0 FEET THEREOF IN OWNERS ASSESSMENT PLAT OF PART OF SECTIONS 11, AND 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1917, AS 129399 IN DUPAGE COUNTY, ILLINOIS.

Commonly known as: 904 Irving Park Road, Bensenville.

Ordinance # ____- 2025 Exhibit "B" Plans and Specifications

On file in the Community and Economic Development Department.

Ordinance # ____ - 2025 Exhibit "C" Findings of Fact

COMMUNITY DEVELOPMENT COMMISSION OF THE VILLAGE OF BENSENVILLE

PUBLIC HEARING OF APRIL 9, 2025

Applicant: Gem Car Wash LLC Property: 904 W. Irving Park Rd.

On April 9, 2025, the Community Development Commission ("CDC") voted (6-0) to adopt the following Findings of Fact and recommend to the Village Board approval of an amendment to the Gem Car Wash Planned Unit Development ("PUD") established by Ordinance No. 35-2020, as amended by Ordinance No. 33-2021 and Ordinance No. 5-2022, and approval of a special use permit for a "motor vehicle repair and/or service" use on the property located at 904 W. Irving Park Road, Bensenville, Illinois in the C-2 Commercial District of the Village of Bensenville Zoning Ordinance.

The CDC reviewed the PUD standards contained in Section 10-4-5 of the Zoning Ordinance and found as follows:

- 1. **Comprehensive Plan**. The proposed planned unit development fulfills the objectives of the Comprehensive Plan, and other land use policies of the Village, through an innovative and creative approach to the development of land.
- 2. **Adequate Facilities**. The proposed planned unit development will provide walkways, driveways, streets, parking facilities, loading facilities, exterior lighting, and traffic control devices that adequately serve the uses within the development, promote improved access to public transportation, and provide for safe motor vehicle, bicycle, and pedestrian traffic to and from the site.
- 3. **Mitigating Nuisance**. The proposed planned unit development will provide landscaping and screening that enhances the Village's character and livability, improves air and water quality, reduces noise, provides buffers, and facilitates transitions between different types of uses.
- 4. **Site Design**. The proposed planned unit development will incorporate sustainable and low impact site design and development principles.
- 5. **Natural Features**. The proposed planned unit development will protect the community's natural environment to the greatest extent practical, including existing natural features, water courses, trees, and native vegetation.
- 6. **Utilities**. The proposed planned unit development will be provided with underground installation of utilities when feasible, including electricity, cable, and telephone, as well as appropriate facilities for storm sewers, stormwater retention, and stormwater detention.

The CDC also considered the standards for a special use permit contained in Section 10-3-3(E) the Zoning Ordinance and found as follows:

- 1. **Public Welfare:** The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.
- 2. **Neighborhood Character:** The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.
- 3. **Orderly Development:** The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use.
- 4. **Use of Public Services and Facilities:** The proposed special use will not require utilities, access roads, drainage and/or other facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.
- 5. **Consistent with Title and Plan:** The proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

The CDC also considered whether any additional conditions should be imposed on the amended PUD and special use permit to prevent or minimize substantial or undue adverse effects upon neighboring and adjacent properties and improvements, or public facilities and services, recommending that the following conditions be imposed:

- i. The Special Use Permit be granted solely to Gem Car Wash LLC and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.
- ii. The approval standards from all previous ordinances governing this property will remain in effect.
- iii. A triple catch basin must be installed.
- iv. No body work or spray painting will be permitted.
- v. All maintenance must be done inside of the maintenance bay located at the rear of the property.
- vi. No outdoor storage of vehicles will be permitted.
- vii. No overnight storage of vehicles will be permitted.
- viii. An oil water separator must be installed.
- ix. The necessary amount of car parking spaces for motor vehicle repair and/or service must be properly signed; and
- x. Car parking spaces specifically for vehicles waiting to be worked on must be striped in accordance with Village standards.

Based on the foregoing, the Community Development Commission recommends that the Village Board approve the amended planned development at 904 W. Irving Park Road, Bensenville, Illinois, and special use permit for "motor vehicle repair and/or service" use on the property, with the conditions provided herein.

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

MINUTES OF THE SPECIAL COMMUNITY DEVELOPMENT COMMISSION

April 8, 2025

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

ROLL CALL: Upon roll call the following Commissioners were present:

Rowe, Chambers, Ciula, Marcotte, Ortiz, Rott, Wasowicz

Absent: Ciula

A quorum was present.

STAFF PRESENT: K. Quinn, C. Williamsen, Village Attorney, Ryan Morton

JOURNAL OF

PROCEEDINGS: The minutes of the Community Development Commission

Meeting of the March 4, 2025 were presented.

Motion: Commissioner Rott made a motion to approve the minutes as

presented. Commissioner Wasowicz seconded the motion.

All were in favor. Motion carried.

Village Planner, Kevin Quinn were present and sworn in by

Chairman Rowe.

PUBLIC

COMMENT: There was no Public Comment.

Public Hearing: CDC Case Number 2025-07

Petitioner: Gem Car Wash LLC

Location: 904 West Irving Park Road

Request: Amendment to a Planned Unit Development

Municipal Code 10 – 4 – 4

*Regarding:

Special Use Permit, Motor Vehicle Repair and/or Service

Municipal Code 10-7-2-1

Motion: Commissioner Rott made a motion to open CDC Case No. 2025-

07. Commissioner Wasowicz seconded the motion.

ROLL CALL:

Upon roll call the following Commissioners were present: Rowe, Chambers, Marcotte, Ortiz, Rott, Wasowicz Absent: Ciula A quorum was present.

Chairman Rowe opened CDC Case No. 2025-07 at 6:33 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on Thursday, March 13, 2025. Mr. Quinn stated a Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Quinn stated Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on March 12, 2025. Mr. Quinn stated on March 12, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. Mr. Quinn stated an Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Quinn stated the Petitioner, Gem Car Wash LLC, is seeking an Amendment to the Planned Unit Development established in O#35-2020 and amended in O#33-2021 and O#5-2022. Mr. Quinn stated they are seeking to establish Motor Vehicle Repair and/or Service as an accessory use to the existing car wash. Mr. Quinn stated this is considered a major amendment that requires reapproval of the Planned Unit Development. Mr. Quinn stated the motor vehicle repair would be located in the bays at the rear of the property. Mr. Quinn stated the owner has stated that it would only be minor work- brakes, oil changes, etc. with no major engine work being done on site. Mr. Quinn stated the owner has said that there is already a triple catch basin on the premises. Mr. Quinn stated the property is located in a C-2 Commercial District, where motor vehicle repair and/or service uses are allowed with a SUP.

Mirjan Sadik, owner of Gem Car Wash LLC was present and sworn in by Chairman Rowe. Mr. Sadik stated the car wash has been operational for around 3 ½ years. Mr. Sadik stated the current bays on site are used for detailing services. Mr. Sadik stated the garages are already equipped with a triple basin and lifts. Mr. Sadik stated there have been lots of requests from customers for tire rotation, break repair and oil changes on site.

Commissioner Rowe asked if all necessary precautions would be taken with the proper removal and disposal of oil on site. Mr. Sadik stated he plans to hire mechanicians that know all the requirements.

Commissioner Wasowicz referenced a comment made by Public Works regarding brush material found in wastewater from the site. Mr. Sadik stated there was an issue when they first opened but it was resolved and has not happened again. Mr. Quinn stated Public Works Staff confirmed there have been no issues with the site in over two years.

Commissioner Rott asked if the mechanics would be employees of Gem Car Wash. Mr. Sadik stated he was still deciding whether or not to operate the car repair under a different LLC or not – he was meeting with his attorney soon to discuss. Village Attorney Morton stated that was okay to do, however, the Village would need to know before Village Board action to establish proper requirements should this be approved.

Public Comment

Chairman Rowe asked if there were any members of the Public that would like to make comment. There were none.

Mr. Quinn reviewed the approval standards for proposed Planned Unit Development consisting of:

- 1. **Comprehensive Plan**. The proposed planned unit development fulfills the objectives of the Comprehensive Plan, and other land use policies of the Village, through an innovative and creative approach to the development of land.
- 2. Adequate Facilities. The proposed planned unit development will provide walkways, driveways, streets, parking facilities, loading facilities, exterior lighting, and traffic control devices that adequately serve the uses within the development, promote improved access to public transportation, and provide for safe motor vehicle, bicycle, and pedestrian traffic to and from the site.
- 3. **Mitigating Nuisance**. The proposed planned unit development will provide landscaping and screening that enhances the Village's character and livability, improves air and water

- quality, reduces noise, provides buffers, and facilitates transitions between different types of uses.
- 4. **Site Design**. The proposed planned unit development will incorporate sustainable and low impact site design and development principles.
- 5. **Natural Features**. The proposed planned unit development will protect the community's natural environment to the greatest extent practical, including existing natural features, water courses, trees, and native vegetation.
- 6. **Utilities**. The proposed planned unit development will be provided with underground installation of utilities when feasible, including electricity, cable, and telephone, as well as appropriate facilities for storm sewers, stormwater retention, and stormwater detention.

Mr. Quinn reviewed the approval standards for proposed Special Use Permit consisting of:

- 1. **Public Welfare:** The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.
- 2. **Neighborhood Character:** The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.
- 3. **Orderly Development:** The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use.
- 4. Use of Public Services and Facilities: The proposed special use will not require utilities, access roads, drainage and/or other facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

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

Mr. Quinn stated:

- 1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Special Use Permit with the following conditions:
 - a. The Special Use Permit be granted solely to Gem Car Wash LLC and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.
 - b. The approval standards from all previous ordinances governing this property will remain in effect.
 - c. A triple catch basin must be installed.
 - d. No body work or spray painting will be permitted.
 - e. All maintenance must be done inside of the maintenance bay located at the rear of the property.
 - f. No outdoor storage of vehicles will be permitted.
 - g. No overnight storage of vehicles will be permitted.
 - h. An oil water separator must be installed.
 - The necessary amount of car parking spaces for motor vehicle repair and/or service must be properly signed.
 - j. Car parking spaces specifically for vehicles waiting to be worked on must be striped in accordance with Village standards.

There were no questions from the Commission.

Commissioner Rott made a motion to close CDC Case No. 2025-07. Commissioner Wasowicz seconded the motion.

Motion:

Community Development Commission Special Meeting Minutes April 8, 2025 Page 6

ROLL CALL: Ayes: Rowe, Chambers, Marcotte, Ortiz, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-07 at 6:45 p.m.

Motion: Commissioner Rott made a motion to approve an Amendment to a

Planned Unit Development, Municipal Code 10-4-4 Regarding Special Use Permit, Motor Vehicle Repair and/or Service,

municipal Code Section 10-7-2-1 with Staff's Recommendations.

Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Marcott, Ortiz Rott

Nays: Wasowicz

Motion carried.

Public Hearing: CDC Case Number 2025-08

Petitioner: Gullo International Development Corporation

Location: 600-700 Devon Avenue

Request: Preliminary and Final Plat of Subdivision

Municipal Code 11 – 3

Motion: Commissioner Rott made a motion to open CDC Case No. 2025-

08. Commissioner Marcotte seconded the motion.

ROLL CALL: Upon roll call the following Commissioners were present:

Rowe, Chambers, Marcotte, Ortiz, Rott, Wasowicz

Absent: Ciula

A quorum was present.

Chairman Rowe opened CDC Case No. 2025-08 at 6:46 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on Thursday, March 13, 2025. Mr. Quinn stated a Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Quinn stated Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on March 12, 2025. Mr. Quinn stated on March 12, 2025, Village personnel mailed from the Bensenville Post Office

via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. Mr. Quinn stated an Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Quinn stated the Petitioner, Devon and Ellis LLC, is seeking approval of a final plat of subdivision (Consolidation) for the consolidation of three adjacent parcels with a combined area of 180,566.22 square feet. Mr. Quinn stated the petitioner was approved for a new industrial development project in 2023 at the property, and a condition of approval of the development required that the petitioner complete a plat of consolidation for the parcels.

Mark Dudek, employee of Gullo International Development Corporation was present and sworn in by Chairman Rowe. Mr. Dudek stated this was a requirement from the Village as a conditional of their approval to construct a new industrial building on site. Mr. Dudek stated construction is ongoing.

There were no questions from the Commission.

Public Comment

Chairman Rowe asked if there were any members of the Public that would like to make comment. There were none.

Mr. Quinn reviewed the approval standards for proposed subdivision consisting of:

- 1. **Public Welfare:** The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.
- 2. **Neighborhood Character:** The proposed amendment is compatible with the existing uses, character, and zoning of adjacent properties and other property within the immediate vicinity of the proposed amendment.
- 3. **Public Gain:** The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.
- 4. **Community Need:** The proposed amendment addresses the community need for a specific use.

- 5. **Amendment Objective:** The proposed amendment corrects an error, adds clarification, or reflects a change in policy.
- 6. **Consistent with Title and Plan:** The proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Quinn stated Staff recommends the Approval of the Findings of Fact and therefore the approval of the Preliminary and Final Plat of Subdivision (Consolidation) at 600-700 Devon Avenue.

There were no questions from the Commission.

Motion: Commissioner Wasowicz made a motion to close CDC Case No.

2025-08. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Marcotte, Ortiz, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-08 at 6:51 p.m.

Motion: Commissioner Chambers made a motion to approve Preliminary

and Final Plat of Subdivision, Municipal Code 11-3 with Staff's Recommendations, Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Marcotte, Ortiz, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Public Hearing: CDC Case Number 2025-09

Petitioner: Hamilton Partners **Location:** 1100 Tower Lane

Request: Minimum Front Setback

Municipal Code Section 10-6-21-1C

Minimum Rear Setback

Municipal Code Section 10-6-21-1F

Maximum Number of Parking Spaces

Municipal Code Section 10-8-2B-6

Tree Canopy Coverage

Municipal Code Section 10-9-5A

Community Development Commission Special Meeting Minutes April 8, 2025 Page 9

Motion: Commissioner Rott made a motion to open CDC Case No. 2025-

09. Commissioner Marcotte seconded the motion.

ROLL CALL: Upon roll call the following Commissioners were present:

Rowe, Chambers, Marcotte, Ortiz, Rott, Wasowicz

Absent: Ciula

A quorum was present.

Chairman Rowe opened CDC Case No. 2025-09 at 6:53 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on Thursday, March 13, 2025. Mr. Quinn stated a Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Quinn stated Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on March 12, 2025. Mr. Quinn stated on March 12, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. Mr. Quinn stated an Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Quinn stated the Petitioner, Morgan Harbour Construction, is seeking approval of variances to construct a speculative warehouse at 1100 Tower Lane. Mr. Quinn stated the proposed 66,196 square foot building encroaches into multiple setbacks and has over 175% of the required parking spaces. Mr. Quinn stated variances are required for this. Finally, they are unable to meet the parking lot hardscape tree canopy coverage requirements. Mr. Quinn stated there is currently no office space proposed in the building but they anticipate up to 15% of total GFA being available for this purpose.

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Mike Wauterlek, employee of Hamilton Partners was present and sworn in by Chairman Rowe. Mr. Wauterlek stated the proposed project was previously approved by the Village, however with the real-estate market at the time, there were hurdles in building the site. Mr. Wauterlek stated the market has since stabilized and Hamilton Partners is ready to proceed with development of the site. Mr. Wauterlek reviewed the proposed plans for development.

Commissioner Chambers asked to see a landscaping plans. Mr. Wauterlek reviewed the proposed landscaping plan.

Commissioner Rott stated she had issues with the lack of tree coverage on the proposed site.

Village Attorney, Ryan Morton asked the petitioner to explain the hardship in their variance request regarding tree canopy coverage. Mr. Wauterlek stated the site is unique with the shared drive on site to another property. Mr. Wauterlek stated they tried their best with the remaining site to add as many trees as possible and still fell short of the requirements of the Village Code.

Public Comment

Chairman Rowe asked if there were any members of the Public that would like to make comment. There were none.

Mr. Quinn reviewed the approval standards for proposed variations consisting of:

- 1. **Public Welfare:** The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.
- 2. Compatible with Surrounding Character: The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.
- 3. **Undue Hardship**: The proposed variation alleviates an undue hardship created by the literal enforcement of this title.
- 4. **Unique Physical Attributes:** The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.
- 5. **Minimum Deviation Needed**: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.
- 6. Consistent with Ordinance and Plan: The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Quinn stated:

- 1. Staff recommends the Approval of the Findings of Fact and the Approval of the Variation for Minimum Front Setback with the following conditions:
 - a. Must be developed in accordance with plans submitted on 2.28.25 by Morgan Harbour Construction:
- 2. Staff recommends the Approval of the Findings of Fact and the Approval of the Variation for Minimum Rear Setback with the following conditions;
 - a. Must be developed in accordance with plans submitted on 2.28.25 by Morgan Harbour Construction:
- 3. Staff recommends the Approval of the Findings of Fact and the Approval of the Variation for Maximum Number of Parking Spaces with the following conditions:
 - a. Applicant shall develop a shared maintenance agreement for the south access driveway and submit to the Village of Bensenville prior to final permit approval;
 - b. Future plans must indicate that the snow storage locations are not parking;
- 4. Staff recommends the Approval of the Findings of Fact and the Approval of the Variation for Tree Canopy Coverage with the following conditions:
 - a. Trees must be planted on landscape islands when feasible.
 - b. A final landscaping plans shall be submitted to and approved by the Zoning Administrator prior to final permit approval;
 - c. No parking lot perimeter landscaping shall encroach upon the sight vision triangle.

Commissioner Wasowicz asked if anything would prevent the petitioners from installing a green roof on site should they decide to. Mr. Quinn stated he was unaware but would review the Village Code should the petitioner approach the Village with a proposal. Mr. Quinn also stated the proposed site is within a runway path and was unsure of FAA requirements for a green roof.

Village Attorney, Ryan Morton asked Staff to discuss the variation requests from the original legal notice. Mr. Quinn stated the petitioner has worked with staff since the legal notice publication and was able to reduce their variation requests from nine to four.

Community Development Commission Special Meeting Minutes April 8, 2025

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Motion: Commissioner Rott made a motion to close CDC Case No. 2025-

09. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Marcott, Ortiz, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-09 at 7:11 p.m.

Motion: Commissioner Wasowicz made a motion to approve Variation,

Minimum Front Setback, Municipal Code 10-6-21-1C with Staff's Recommendations. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Marcott, Ortiz, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Rott made a motion to approve Variation,

Minimum Rear Setback, Municipal Code 10-6-21-1F with Staff's Recommendations. Commissioner Chambers seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Marcott, Ortiz, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Rott made a motion to approve Variation,

Maximum Number of Parking Spaces, Municipal Code 10-8-2B-6

with Staff's Recommendations. Commissioner Wasowicz

seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Marcott, Ortiz, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Community Development Commission Special Meeting Minutes April 8, 2025

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Motion: Commissioner Rott made a motion to approve Variation, Tree

Canopy Coverage, Municipal Code 10-9-5A with Staff's

Recommendations. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Marcott, Ortiz, Wasowicz

Nays: Rott

Motion carried.

Report from Community

Development: Mr. Quinn reviewed both recent CDC cases along with upcoming

cases.

ADJOURNMENT: There being no further business before the Community

Development Commission, Commissioner Chambers made a motion to adjourn the meeting. Commissioner Rott seconded the

motion.

All were in favor. Motion carried.

The meeting was adjourned at 7:16 p.m.

TYPE: Ordinance	SUBMITTED BY: K. Quinn	DEPARTMENT: CED	DATE: 4.29.25
DESCRIPTION: Ordinance Approving a	a Preliminary and Final Plat of Co	nsolidation at 600-700 Devon	
<u>SUPPOR</u>	RTS THE FOLLOWING A	PPLICABLE VILLAGE	<u> GOALS:</u>
<u>SUP</u>	PORTS THE FOLLOWING A	<u>PPLICABLE VILLAGE GO</u>	DALS:
Financially Sou	und Village	Enrich the lives of R	esidents
Quality Custon	ner Oriented Services	X Major Business/Cor	porate Center
Safe and Beau	tiful Village	X Vibrant Major Corrid	lors
COMMITTEE AC	CTION:	DA N/A	TE:

BACKGROUND:

- 1. The Petitioner, Devon and Ellis LLC, is seeking approval of a final plat of subdivision (Consolidation) for the consolidation of three adjacent parcels with a combined area of 180,566.22 square feet.
- 2. The petitioner was approved for a new industrial development project in 2023 at the property, and a condition of approval of the development required that the petitioner complete a plat of consolidation for the parcels.

KEY ISSUES:

1. This is required as a condition of approval of a previous ordinance.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Preliminary and Final Plat of Subdivision (Consolidation) at 600-700 Devon Avenue.

CDC voted 6-0 to recommend approval.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of an Ordinance Approving a Preliminary and Final Plat of Consolidation at 600-700 Devon

ATTACHMENTS:

<u>Upload Date</u>	<u>Type</u>
4/10/2025	Cover Memo
4/10/2025	Backup Material
4/10/2025	Backup Material
4/10/2025	Backup Material
4/10/2025	Executive Summary
4/10/2025	Backup Material
	4/10/2025 4/10/2025 4/10/2025 4/10/2025 4/10/2025

Draft Ordinance4/21/2025OrdinanceDraft CDC Minutes4/22/2025Backup Material



Community Development Commission
Public Hearing 04.01.25

CDC Case #2025 - 08

Gullo International Development Corporation 600-700 Devon

Plat of Subdivision (Consolidation)
Municipal Code 11-3

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







Village of Bensenville







LEGAL NOTICE/PUBLIC NOTICE NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Meeting of the Community Development Commission of the Village of Bensenville, DuPage and Cook Counties, will be held on Tuesday, April 1, 2025, at 6:30 P.M, at which a Public Hearing will be held to review case No. 2025 – 08 to consider a request for:

Plat of Subdivision (Consolidation) *Municipal Code 11 – 3*

At 600-700 Devon is an existing I-2 General Industrial District. The Public Hearing will be held in the Village Board Room at Village Hall, 12. S. Center Street, Bensenville.

The Legal Description is as follows:

PARCEL 1: LOT 2 (EXCEPTING FROM SAID LOT 2 THAT PART DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF LOT 2 AFORESAID; THENCE SOUTHALONG THE WEST LINE THEREOF 11.48 FEET; THENCE NORTHEASTERLY TO A POINT ON THE NORTH LINE OF SAID LOT 2 THAT IS 10.66 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST ALONG SAID NORTH LINE 10.66 FEET TO THE PLACE OF BEGINNING) IN BELL FUELS RESUBDIVISION, BEGIN A RESUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BELL FUELS RESUBDIVISION RECORDED OCTOBER 29, 1997 AS DOCUMENT R97-164754, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: LOTS 1M AND 1E IN DEVON-ELLIS RESUBDIVISION NO. 1, BEING A RESUBDIVISION IN THE WEST ½ OF THE NORTHEAST ¼ AND THE ESAT ½ OF THE NORTHWEST ¼ OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1989 AS DOCUMENT R89-113563, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 2 AS CREATED BY VACATION OF "EASEMENT FOR INGRESS AND EGRESS" AND DECLARATION OF EASEMENTS RECORDED JUNE 1, 1995 AS DOCUMENT R95-66368 AND CONSENT RECORDED DECEMBER 06, 2011 AS DOCUMENT R2011-148862 FOR INGRESS AND EGRESS OVER THE SOUTH 15 FEET OF LOT 1 IN BELL FUELS RESUBDIVISION RECORDED AS DOCUMENT R97-164754 AND THE NORTH 15 FEET LOTS 2, 3, 4 AND 5 IN DEVON-ELLIS RESUBDIVISION NO. 1 RECORDED AS DOCUMENT R89-113563, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 600-700 Devon, Bensenville, Illinois 60106.

Devon and Ellis LLC of 1100 Landmeier Road, Elk Grove Village, Illinois 60007 is the owner of the subject property and Gullo International Development Corporation of 1100 Landmeier Road, Elk Grove Village, Illinois 60007 is the applicant for the subject property.

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

Applicant's application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend the Public Hearing and be heard. A link for electronic viewing will be posted on the Village website at least 48 hours prior to the meeting date. Written comments mailed to the Village Hall, and online comments submitted on the Village website, will be accepted by the Community and Economic Development Department through April 1, 2025 until 5:00 PM.

Office of the Village Clerk Village of Bensenville

TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT MARCH 13, 2025

	For Office Use Only	
Date of Submission.2/21	MUNIS Account #: 14658	CDC Case #: 2025-08

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 600-700 Devon Ave	enue, Bensenville, IL 6	0106
Property Index Number(s) (PIN):	03-02-103-014, 03-02-	-206-011, 03-02-206-012 E G E I V E D
A. PROPERTY OWNER:		III PED 2 1 A.M. U
Devon and Ellis LLC	F 15	Ву
Name 1100 Landmeier Road	Corporation (if applicable)	
Street Elk Grove Village	IL	60007
City	State 947 264 7000	Zip Code
Mariann Gullo Contact Person	847.364.7000 Telephone Number	info@gullo.com Email Address
*If Owner is a Land Trust, atta B. APPLICANT:	☐ Check box if same as Gullo International [owner Development Corpration
Name	Corporation (if applicable)	
1100 Landmeier Road		
Street Elk Grove Village	IL	60007
City	State	Zip Code
Mark Dudek Contact Person	847.364.7000	mdudek@gullo.com Email Address
B. ACTION REQUESTE Site Plan Review Special Use Perms Variation Administrative Administrativ	it djustment ap Amendment n elopment*	SUBMITTAL REQUIREMENTS: Affidavit of Ownership** (signed/notarized) Application** Approval Standards** Plat of Survey/Legal Description Site Plan Building Plans & Elevations Engineering Plans Landscape Plan Tree Preservation and Removal Plan Application Fees Fees agreement**

Brief Description of Request(s); (submit separate sheet if necessary)

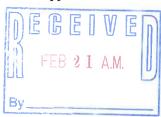
Approval of the Plat of Consolidation
II H AL AL SALE
C. PROJECT DATA:
1. General description of the site: New Industrial Development
2. Acreage of the site: 4.14 Building Size (if applicable): 47,219 s.f. +/-
 Is this property within the Village limits? (Check applicable below) ✓ Yes No, requesting annexation No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.
4. List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)
Ordinance No. 23-2023 - Granting Approval for a new Industrial Development
at 600-700 Devon Avenue, Bensenville, IL - A copy of the ordinance is included
as part of the submittal

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	- 12	Industrial	Village of Bensenville
North:	12	Industrial	Elk Grove Village
South:	12	Industrial	Village of Bensenville
East:	12	Industrial	Village of Bensenville
West:	12	Industrial	Village of Bensenville

D. APPROVAL STANDARDS:

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



STATE OF ILLINOIS)
COUNTY OF DUPAGE AND COOK)SS.
I
 That Affiant has personal knowledge of the representations and statements made herein, and has examined all necessary documents, records of ownership and such other information as is required to confirm the statements and representations herein; That the owner(s) and contract purchaser(s), if any, as set forth on the Petition attached hereto is (are) the owner(s) of record and contract purchasers of said property; That all consents to the attached Petition required of lenders or of others holding an interest in the property have been obtained; This Affidavit of Ownership is given to induce the Village of Bensenville, without further inquiry as to ownership or purchase interest, to rely on said statements and representations and to process and set for Public Hearing the Petition as attached hereto; and, Affiant is aware of and has been advised that any false statement set forth in this Affidavit of Ownership may subject Affiant to criminal sanctions for perjury, punishable as provided by the statutes of the State of Illinois in relation to the crime of perjury.
IN WITNESS WHEREOF, the undersigned has executed this Affidavit of Ownership this
SUBSCRIBED and SWORN to
before me this 19th day of, February, 2025.
Cynthes J. Albisia Notary Public
OFFICIAL SEAL CYNTHIA F. ALOISIO NOTARY PUBLIC - STATE OF ILLINOIS COMMISSION #596682 MY COMMISSION EXPIRES FEBRUARY 18, 2028

Upon the failure of the Petitioner/Applicant to reimburse the Village in accordance with this Agreement, no further action shall be undertaken on any Petition or Application by the Village President and Board of Trustees, or by any other official or quasi-official individual or body thereunder, including the conduct of any hearings or deliberations, the granting of any relief or approvals, and the execution or recording of any documents, until all such outstanding fees are paid in full. Further, the Village may deny any application for a grading, building or other permit if such amounts have not been paid in full. Upon any failure to reimburse the Village in accordance with this Section, the Village may in its discretion, elect to place a lien against any real property associated with the Petitioner/Applicant's Petition or Application. In the event such amounts are not paid in full within sixty (60) days after the date when the statement of such amounts due is delivered or deposited in the U.S. mail by the Village, such amounts due shall be deemed delinquent and thereafter a delinquency charge of one percent (1%) per month, or portion thereof, with a minimum delinquency charge of \$5.00 per month, shall be added to the amount due until such amount, including all delinquency charges, is received by the Village. Said lien shall be in an amount equal to the outstanding amount owed to the Village.

The remedies available to the Village as set forth hereinabove are non-exclusive and nothing herein shall be deemed to limit or waive the Village's right to seek relief of such fees against any or all responsible parties in a court of competent jurisdiction.

BY SIGNING BELOW, THE PETITIONER/APPLICANT ACKNOWLEDGES THAT THEY HAVE READ THE FOREGOING PARAGRAPHS AND FULLY UNDERSTANDS AND AGREES TO COMPLY WITH THE TERMS SET FORTH HEREIN. FURTHER, BY SIGNING BELOW, THE SIGNATORY WARRANTS THAT THEY POSSESS FULL AUTHORITY TO SO SIGN.

THE PETITIONER/APPLICANT AGREES THAT THEY SHALL BE LIABLE FOR PAYMENT OF FEES REFERRED TO IN APPLICABLE SECTIONS OF THE ORDINANCES OF THE VILLAGE OF BENSENVILLE, AND AS SET FORTH HEREIN.

Mark Dudek - Gullo International Development Corporation

Petitioner/Applicant

02.05.2025

Date





February 7, 2025

Bensenville Community Development Commission 12 S Center Street Bensenville, IL 60106



Attn: Kevin Quinn

Planner with the Village of Bensenville

Re: Responses to Approval Standards for Zoning Text or Map Amendments regarding the property located at

600-700 Devon Avenue, Bensenville, IL

2. Approval standards for text amendments:

a. The proposed amendment will not endanger the health, safety, comfort, convenience, and general welfare of the public.

RESPONSE: The proposed amendment will not endanger health, safety, comfort, convenience, or general welfare of the public.

b. The proposed amendment is compatible with the existing uses, character, and zoning of adjacent properties and other property within the immediate vicinity of the proposed amendment.

RESPONSE: The amendment has been designed to ensure consistency with the existing character and zoning of adjacent properties and other properties with the immediate vicinity.

c. The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.

RESPONSE: The amendment will provide the necessary infrastructure and facilities for the project's functionality and the needs of its occupants. Provisions for the utilities, access roads, loading areas, drainage systems, stormwater flow paths, exterior lighting, and other essential facilities have been taken into consideration in the design of the amendment.

d. The proposed amendment addresses the community need for a specific use.

RESPONSE: The amendment is designed to avoid adverse impacts on adjacent properties and other properties within the immediate vicinity and will maintain a positive relationship with neighboring properties.

e. The proposed amendment corrects an error, adds clarification, or reflects a change in policy.

RESPONSE: The amendment will provide clarification on the planned development for the site.

f. The proposed amendment is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

RESPONSE: The proposed amendment aligns with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village. The review of the relevant planning documents have been conducted to ensure that the amendment adheres to the established vision and goals for the Village's growth and development.

Please call with any questions or need clarifications.

Sincerely,

Mark A. Dudek
Project Development
GULLO International Development Corporation





STAFF REPORT

HEARING DATE: April 8, 2025 CASE #: 2025 – 08 PROPERTY: 600-700 Devon

PROPERTY OWNER: Devon and Ellis LLC

APPLICANT Gullo International Development Corporation

SITE SIZE: 4.14 acres

BUILDING SIZE: ~47, 219 square feet

PIN NUMBER: 03-02-103-014, 03-02-206-011, 03-02-206-012

ZONING: I-2 General Industrial

REQUEST: Preliminary and Final Plat of Consolidation

Municipal Code Section 11 – 3

PUBLIC NOTICE:

1. A Legal Notice was published in the Bensenville Independent on Thursday, March 13, 2025. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.

- 2. Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on Wednesday, March 12, 2025.
- 3. On Wednesday, March 12, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Petitioner, Devon and Ellis LLC, is seeking approval of a final plat of subdivision (Consolidation) for the consolidation of three adjacent parcels with a combined area of 180,566.22 square feet. The petitioner was approved for a new industrial development project in 2023 at the property, and a condition of approval of the development required that the petitioner complete a plat of consolidation for the parcels.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	I-2	Industrial	Industrial	Village of Bensenville
North	N/A	Industrial	N/A	Elk Grove Village
South	I-2	Industrial	Industrial	Village of Bensenville
East	I-2	Industrial	Industrial	Village of Bensenville
West	I-2	Industrial	Industrial	Village of Bensenville

DEPARTMENT COMMENTS:

SUPPORTS THE FOLLOWING APPLICABLE VILL Financially Sound Village Quality Customer Oriented Services Safe and Beautiful Village	LAGE GOALS: Enrich the lives of Residents X Major Business/Corporate Center X Vibrant Major Corridors
Finance: 1) Account does not exist in Utility Billing.	
Police: 1) No comments.	
Engineering and Public Works: 1) The prior version that we had no comments of Trench. Why was that removed? It should be	

Community & Economic Development:

Economic Development:

1) No comments.

Fire Safety:

1) No comments.

Building:

1) No comments.

Planning:

- 1) The 2015 Comprehensive Plan indicates "Industrial".
- 2) The current zoning is I-2 General Industrial District.
- 3) In 2023, Gullo International Development Corporation received approval of site plan review and variations for a new industrial development at 600-700 on the subject lot with three adjacent parcels.
- 4) A condition of approval for the project was that a Plat of Consolidation be completed for the three adjacent parcels on the property. The petitioner is seeking approval to consolidate the parcels into a single lot of record.
- 5) Per Municipal Code Section 10-6-21-1 I-2 District Requirements, the following lot size requirements are applicable:
 - a. Minimum lot area: 20,000 square feet
 - i. The proposed property is over 180,000 square feet.
 - b. Minimum lot width: 100 feet.
 - i. The proposed property exceeds this and is 531 feet wide at its maximum.
- 6) Village departments have reviewed the submitted plat and the relevant comments are found above.
- 7) The project has received Village of Bensenville, Cook County, and all other applicable permit approvals and is currently under construction.

Applicant Response:

- 1) Utility Billing information shall be provided to the Village's Finance Department once all utilities are completed on site.
- 2) The underground stormwater design was revised from the initial submittal. The original plat was based on a design that incorporated an underground vault in conjunction with a stormwater BMP infiltration trench (Southwest trench). A subsequent, and final design, incorporated a larger underground detention/infiltration vault that was sized to provide all the required stormwater detention and volume control storage. As such, the Southwest trench was no longer necessary.

APPROVAL STANDARDS ZONING MAP AMENDMENTS

- 1. **Public Welfare:** The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.
- 2. **Neighborhood Character:** The proposed amendment is compatible with the existing uses, character, and zoning of adjacent properties and other property within the immediate vicinity of the proposed amendment.
- 3. **Public Gain:** The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.
- 4. **Community Need:** The proposed amendment addresses the community need for a specific use.
- 5. **Amendment Objective:** The proposed amendment corrects an error, adds clarification, or reflects a change in policy.
- 6. **Consistent with Title and Plan:** The proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Village staff feels that the approval standards below have been met.

	Meets Sta	andard
Zoning Map Amendment Approval Standards	Yes	No
Public Welfare	X	
Neighborhood Character	X	
Public Gain	X	
Community Need	X	
Amendment Objective	X	
Consistent with Title and Plan	X	

RECOMMENDATIONS:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Preliminary and Final Plat of Subdivision (Consolidation) at 600-700 Devon Avenue.

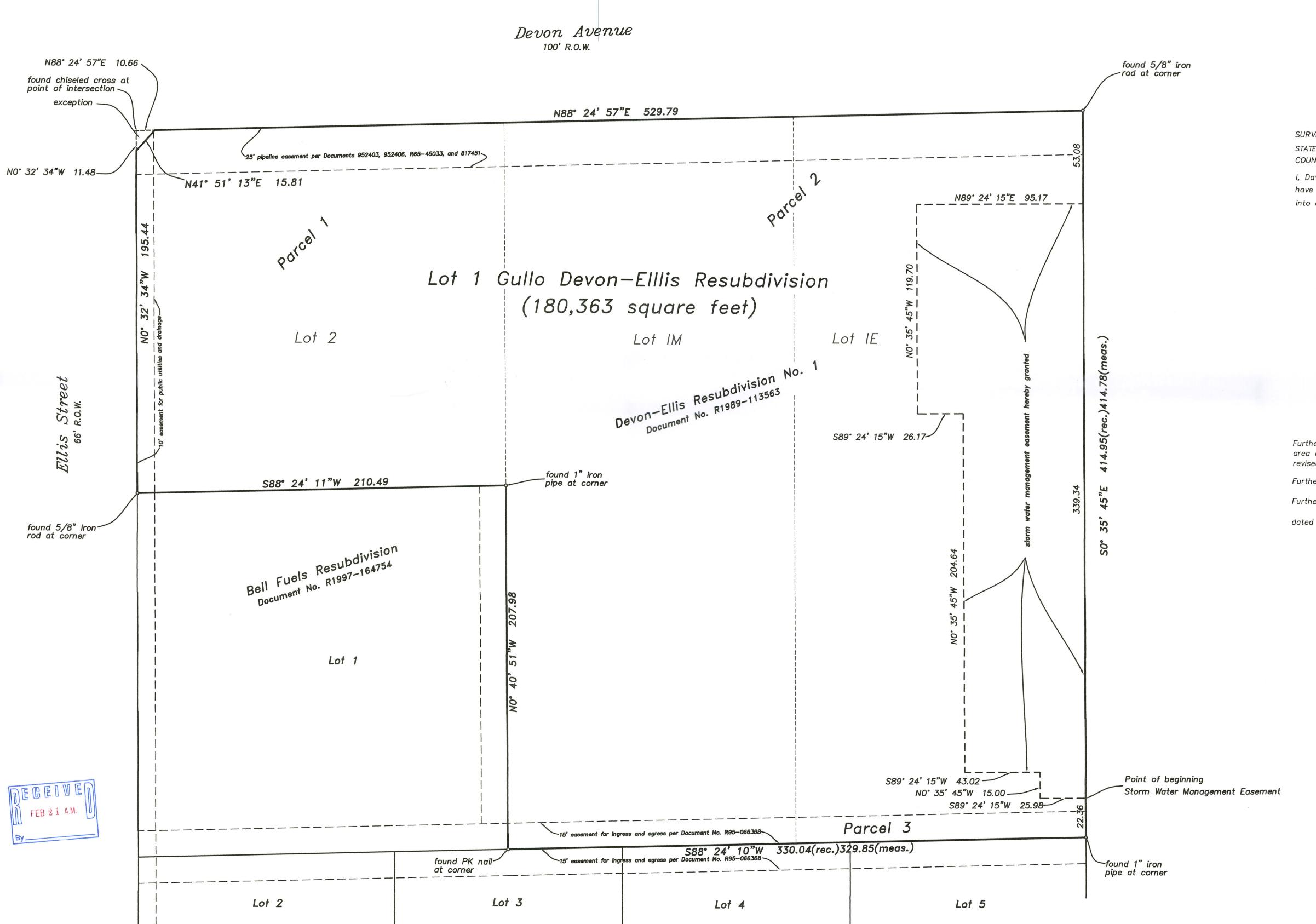
Respectfully Submitted, Department of Community & Economic Development

0 15 30 60 SCALE: 1"= 30'

GULLO DEVON-ELLIS RESUBDIVISION

of

BEING A RESUBDIVISION IN THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ AND THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



SURVEYOR CERTIFICATE

STATE OF ILLINOIS SS.

I, David Bycroft, an Illinois Professional Land Surveyor, do hereby certify that I have surveyed the following described property for the purpose of re—subdividing it into one lot as shown hereon:

PARCEL 1: LOT 2 (EXCEPTING FROM SAID LOT 2 THAT PART DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF LOT 2 AFORESAID; THENCE SOUTH ALONG THE WEST LINE THEREOF 11.48 FEET; THENCE NORTHEASTERLY TO A POINT ON THE NORTH LINE OF SAID LOT 2 THAT IS 10.66 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST ALONG SAID NORTH LINE 10.66 FEET TO THE PLACE OF BEGINNING) IN BELL FUELS RESUBDIVISION, BEING A RESUBDIVISION IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BELL FUELS RESUBDIVISION RECORDED OCTOBER 29, 1997 AS DOCUMENT R97—164754, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: LOTS 1M AND 1E IN DEVON-ELLIS RESUBDIVISION NO. 1, BEING A RESUBDIVISION IN THE WEST ½ OF THE NORTHEAST ¼ AND THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1989 AS DOCUMENT R89-113563, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 2 AS CREATED BY VACATION OF "EASEMENT FOR INGRESS AND EGRESS" AND DECLARATION OF EASEMENTS RECORDED JUNE 1, 1995 AS DOCUMENT R95-66368 AND CONSENT RECORDED DECEMBER 06, 2011 AS DOCUMENT R2011-148862 FOR INGRESS AND EGRESS OVER THE SOUTH 15 FEET OF LOT 1 IN BELL FUELS RESUBDIVISION RECORDED AS DOCUMENT R97-164754 AND THE NORTH 15 FEET LOTS 2, 3, 4 AND 5 IN DEVON-ELLIS RESUBDIVISION NO. 1 RECORDED AS DOCUMENT R89-113563, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. (LOT 2)03-02-103-014-0000, (LOT IM)3-02-206-011-0000, (LOT IE)

Further, I hereby certify that the subject property is situated in Zone X, which is an area determined to be outside the 0.2% annual chance floodplain per Map No. 17043C0077J, revised August 1, 2019.

Further, I hereby certify that the subject property is within the Village of Bensenville.

Further, I hereby authorize the Village of Bensenville to record this plat.

dated at Arlington Heights, Illinois, this _____day of ______, 2025

as Illinois Professional Land Surveyor No. 2846



STORM WATER MANAGEMENT EASEMENT AREA LEGAL DESCRIPTION

THAT PART OF LOT 1 IN GULLO DEVON—ELLIS RESUBDIVISION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EAST LINE OF SAID LOT 1, NO'35'45"W, A DISTANCE OF 22.36 FEET TO THE POINT OF BEGINNING OF THE STORM WATER EASEMENT AREA; THENCE S89'24'15"W, A DISTANCE OF 25.98 FEET; THENCE NO'35'45"W, A DISTANCE OF 15.00 FEET; THENCE S89'24'15"W, A DISTANCE OF 43.02 FEET; THENCE NO'35'45"W, A DISTANCE OF 204.64 FEET; THENCE S89'24'15"W, A DISTANCE OF 26.17 FEET; THENCE NO'35'45"W, A DISTANCE OF 119.70 FEET; THENCE N89'24'15"E, A DISTANCE OF 95.17 FEET, TO THE SAID EAST LINE OF LOT 1; THENCE ALONG THE SAID EAST OF LOT 1, SO'35'45"E, A DISTANCE OF 339.34 FEET, TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 25,900 SQUARE FEET

Submitted by and return Plat to:
Village of Bensenville
12 South Center Street
Bensenville, Illinois 60106

REVISED MAY 10, 2024 PER VILLAGE COMMENTS
REVISED FEBRUARY 19, 2025 PER CLIENT COMMENTS

Sheet No. 1 of 2

GULLO DEVON-ELLIS RESUBDIVISION

he property described hereon and that divided as shown hereon, for the uses and d adopt the same under the title hereon
025
id county in the state aforesaid, do hereby the same person whose name is subscribed me this day in person and acknowledged and voluntary act and as the free and
, A.D., 2025
of Bensenville, Illinois, hereby certify uly approved by the Board of Trustees, 20 and that the financial nt required by the regulations of said seal of the Village of Bensenville,
_
llage of Bensenville, Illinois, do hereby certify pecial assessments or any deferred installmer I included in the plat. Dated at Bensenville, , 20
_
lief that adequate provisions have been made areas or drains within the rights of the on adjacent land owners property sedimentation to such property because
tor of the Village of Bensenville, Illinois, ne plat and plans and specifications have been approved by all public
of, 20
have been approved by all public

Approved by the Community	Development Com	nmission of th	e Village of Bensenville	e, Dupage Col
llinois, thisday of		, 20		
'y:		Attest:		
Chairman			Secretary	
VILLAGE PRESIDENT				
State of Illinois State of DuPage State St				
Approved and accepted this	day of		, 20	
'y:		Attest:		
President		Attest:	Clerk	
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STORMWATER MANAGEMENT EASEMENT (S.W.M.E.) PROVISIONS

THE OWNERS, AS DESCRIBED IN THE OWNER'S CERTIFICATE, AND THEIR SUCCESSORS AND ASSIGNS (THE "OWNER"), OF THE LANDS AS PRESCRIBED BY THIS PLAT DO HEREBY AGREE TO INSTALL, CONSTRUCT, RECONSTRUCT, REPLACE, ENLARGE, REPAIR, OPERATE AND PROVIDE LONG TERM MAINTENANCE (THE "MAINTENANCE OBLIGATIONS") FOR ALL STORMWATER MANAGEMENT FACILITIES AND AREAS, DESCRIBED HEREIN AND HEREON IDENTIFIED AS "STORMWATER MANAGEMENT EASEMENT" OR "S.W.M.E.," WITHIN THE PLATTED LAND, INCLUDING BUT NOT LIMITED TO DETENTION PONDS, WETLANDS, FLOOD PLAINS, SPECIAL MANAGEMENT AREAS, STORM SEWERS, DRAINAGE DITCHES AND SWALES, AS WELL AS PLANTINGS AND BEST MANAGEMENT PRACTICES DEEMED APPROPRIATE BY THE VILLAGE FOR PARTICULAR SITUATIONS AND AS OUTLINED IN THE STORMWATER REPORT AND IN ACCORDANCE WITH THE VILLAGE OF BENSENVILLE'S ORDINANCES AND THE FINAL ENGINEERING PLANS APPROVED BY THE VILLAGE OF BENSENVILLE. NO CHANGE TO THE GRADE, TOPOGRAPHY OR STORMWATER MANAGEMENT STRUCTURES WITHIN THE STORMWATER MANAGEMENT EASEMENT AREAS SHALL BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE VILLAGE OF BENSENVILLE.

THE OWNERS DO HEREBY RESERVE FOR AND GRANT TO THE VILLAGE OF BENSENVILLE, AN ILLINOIS MUNICIPAL CORPORATION, A PERPETUAL EASEMENT TO ENTER UPON THE PREMISES AND THE STORMWATER MANAGEMENT EASEMENT AREAS WITH SUCH EQUIPMENT AND PERSONNEL AS MAY BE DEEMED NECESSARY FOR THE PURPOSES OF PERFORMING THE APPROPRIATE MAINTENANCE OBLIGATIONS SHOULD THE OWNERS FAIL TO PROVIDE OR PERFORM SUCH MAINTENANCE OBLIGATIONS. THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER THE PREMISES WITH SUCH EQUIPMENT AND PERSONNEL AT ANY TIME FOR THE PURPOSES OF ACCESS TO AND INSPECTION OF THE STORMWATER MANAGEMENT FACILITIES LOCATED WITHIN SAID STORMWATER MANAGEMENT EASEMENT AREAS. IF THE OWNERS FAIL TO PERFORM THEIR MAINTENANCE OBLIGATIONS WITH RESPECT TO THEIR RESPECTIVE FACILITIES, AND AFTER THIRTY (30) DAYS OF RECEIPT OF WRITTEN NOTICE FROM THE VILLAGE OF SAID FAILURE, THE OWNERS FAIL TO MAKE THE REQUIRED REPAIRS, THE VILLAGE HAS THE RIGHT, BUT NOT THE OBLIGATION, TO MAKE THE REQUIRED REPAIRS AND TO SEEK REIMBURSEMENT (WITH AN ADDITIONAL 10% OF SAID COST FOR ADMINISTRATION) FROM THE OWNERS, AND/OR TO FILE A LIEN WITHIN NINETY (90) DAYS OF COMPLETION OF THE WORK AGAINST ALL PROPERTY DESCRIBED BY THE PLAT WHICH MAYBE FORECLOSED BY ANY ACTION BROUGHT BY OR ON BEHALF OF THE VILLAGE) ON THE PROPERTY FOR THE COSTS INCURRED BY THE VILLAGE IN CONNECTION WITH PERFORMING THE REPAIRS OR MAINTENANCE. IN AN EMERGENCY SITUATION, THE VILLAGE IS NOT REQUIRED TO PROVIDE NOTICE TO THE OWNERS PRIOR TO MAKING THE REQUIRED REPAIRS OR PERFORMING THE NECESSARY MAINTENANCE, PROVIDED THAT VILLAGE SHALL, AS SOON AS POSSIBLE, NOTIFY THE OWNERS. TO THE EXTENT THAT THE STORMWATER EASEMENT AREA IS IMPROVED WITH BEST MANAGEMENT PRACTICES PLANTINGS OR STORMWATER CONTROL FACILITIES THAT REQUIRE ONGOING MAINTENANCE AND INSPECTION, AND TO THE EXTENT THAT THE VILLAGE MUST RETAIN OUTSIDE CONSULTANTS FOR SUCH INSPECTION AND/OR MAINTENANCE, THE OWNERS OF THE UNDERLYING PROPERTY SHALL BE RESPONSIBLE TO REIMBURSE THE VILLAGE FOR THE COST PLUS A TEN PERCENT (10%) ADMINISTRATIVE FEE.

NO OBSTRUCTION OR STRUCTURE SHALL BE ERECTED OR LOCATED, NOR SHALL ANY TREES BE PLANTED, IN STORMWATER MANAGEMENT EASEMENT AREAS, NOR SHALL ANY OTHER ACTIVITIES BE UNDERTAKEN THAT UNREASONABLY INTERFERE WITH THE INTENDED USE THEREOF TO ACCEPT, STORE AND CONVEY STORMWATER, BUT THE SAME MAY BE USED FOR LANDSCAPING, FENCING, PARKING OR OTHER PURPOSES IF APPROVED IN WRITING BY THE VILLAGE OF BENSENVILLE AND IF SUCH USE DOES NOT THEN OR LATER INTERFERE WITH THE AFOREMENTIONED PURPOSES. IF THEY INTERFERE WITH THE OPERATION OR ACCESS TO SUCH STORMWATER MANAGEMENT FACILITIES IN, ON, UPON, ACROSS, UNDER OR THROUGH ANY STORMWATER MANAGEMENT EASEMENT SHOWN WITHIN THIS PLAT AND TO INSPECT THE EASEMENT PERIODICALLY. THE VILLAGE SHALL NOT BE RESPONSIBLE FOR THE REPLACEMENT OR REPAIR OF ANY SUCH BUILDINGS, STRUCTURES, IMPROVEMENTS, TURF, FENCES, TREES, GARDENS, SHRUBS OR LANDSCAPING REMOVED OR DAMAGED DURING THE EXERCISE OF THE HEREIN GIVEN RIGHTS. REPLACEMENT AND/OR REPAIR OF SAID ITEMS SHALL BE THE RESPONSIBILITY OF THE THEN UNDERLYING LOT OWNER.

THE VILLAGE SHALL HAVE THE RIGHT TO REMOVE FROM THE STORMWATER MANAGEMENT EASEMENT AREAS ANY ILLEGAL FENCES, BUILDINGS OR STRUCTURES, AND TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS, BUSHES, ROOTS OR OTHER PLANTINGS.



REVISED MAY 10, 2024 PER VILLAGE COMMENTS
REVISED FEBRUARY 19, 2025 PER VILLAGE COMMENTS

Sheet No. 2 of 2

ORDINANCE

AN ORDINANCE APPROVING A PRELIMINARY AND FINAL PLAT OF SUBDIVISION AT 600-700 DEVON AVENUE, BENSENVILLE, ILLINOIS

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 President and the Board of Trustees of the Village of Bensenville (the "Corporate Authorities") have heretofore exercised the power conferred on them pursuant to Divisions 12 and 15 of the Illinois Municipal Code by adopting Title 11 of the Village of Bensenville Code of Ordinances (Ord. 11-86), as amended from time to time (the "Subdivision Regulations"); and

WHEREAS, Devon and Ellis LLC of 1100 Landmeier Road, Elk Grove Village, Illinois, 60007 (the "Owner") owns the property located at 600-700 Devon Avenue, Bensenville, Illinois 60106; and

WHEREAS, Gullo International Development Corporation ("Applicant") of 1100 Landmeier Road, Elk Grove Village, Illinois, 60007, filed an application for a Preliminary and Final Plat of Subdivision, pursuant to Section 11-3 of the Subdivision Regulations, requesting approval of a consolidation of three lots into one lot, as attached hereto as Exhibit "A" and incorporated herein by reference (the "Plat of Subdivision"), for the property located at 600-700 Devon Avenue, Bensenville, as legally described within the Plat of Subdivision (the "Gallo Devon-Ellis Resubdivision"), a copy of said application with all supporting documents is contained on file in the Community and Economic Development Department and is incorporated herein by reference as Exhibit "B"; and

WHEREAS, the Village published Notice of Public Hearing with respect to the Plat of Subdivision in the *Bensenville Independent* on Thursday, March 13, 2025, and notice was also given via posting of one Public Hearing Sign on the Gullo Devon-Ellis Resubdivision on Wednesday, March 12, 2025, and via First Class mail to taxpayers of record within 250 feet of the Gullo Devon-Ellis Resubdivision on Wednesday, March 12, 2025, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on April 8, 2025 (the "Public Hearing"), as required by the statutes of the State of Illinois and the ordinances of the Village, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, at the conclusion of the Public Hearing, the Community Development Commission determined that the Plat of Subdivision was in compliance with the requirements of Subdivision Regulations and approved the Plat of Subdivision, forwarding the Plat of Subdivision to the Corporate Authorities for their consideration.

WHEREAS, the Corporate Authorities have duly considered the Community Development Commission's recommendation, along with the Application itself, all other relevant materials, , and have determined that approval of the Preliminary and Final Plat of Subdivision, as recommended by the Community Development Commission, is consistent with the Subdivision Regulations; and

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

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

Section 2. That the Gullo Devon-Ellis Resubdivision is currently zoned under the Zoning Ordinance as I-2 General Industrial District, which zoning classification shall remain in effect subject to the Plat of Subdivision approved herein.

Section 3. That the recommendation to approve the Plat of Subdivision due to its compliance with the Subdivision Regulations, as made by the Community Development Commission, is hereby adopted by the President and Board of Trustees, finding as well that said Plat of Subdivision is in compliance with the Subdivision Regulations.

Section 4. That the Preliminary and Final Plat of Subdivision, as appended to and made a part of this Ordinance as Exhibit "A", as sought by the Applicant of the Gullo Devon-Ellis Resubdivision, is hereby approved.

Section 5. That all requirements of the Bensenville Code of Ordinances shall be applicable except as allowed by the consolidation approved herein.

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

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

[Intentionally left blank]

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 29th day of April 2025, pursuant to a roll call vote, as follows:

	APPROVED:
	Frank DeSimone, Village President
ATTEST:	
Nancy Quinn, Village Clerk	
AYES:	
NAYES:	
ABSENT:	

Plat of Subdivision

Ordinance # ____- 2025 Exhibit "B" Plans and Specifications

On file in the Community and Economic Development Department.

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

MINUTES OF THE SPECIAL COMMUNITY DEVELOPMENT COMMISSION

April 8, 2025

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

ROLL CALL: Upon roll call the following Commissioners were present:

Rowe, Chambers, Ciula, Marcotte, Ortiz, Rott, Wasowicz

Absent: Ciula

A quorum was present.

STAFF PRESENT: K. Quinn, C. Williamsen, Village Attorney, Ryan Morton

JOURNAL OF

PROCEEDINGS: The minutes of the Community Development Commission

Meeting of the March 4, 2025 were presented.

Motion: Commissioner Rott made a motion to approve the minutes as

presented. Commissioner Wasowicz seconded the motion.

All were in favor. Motion carried.

Village Planner, Kevin Quinn were present and sworn in by

Chairman Rowe.

PUBLIC

COMMENT: There was no Public Comment.

Public Hearing: CDC Case Number 2025-07

Petitioner: Gem Car Wash LLC

Location: 904 West Irving Park Road

Request: Amendment to a Planned Unit Development

Municipal Code 10 – 4 – 4

*Regarding:

Special Use Permit, Motor Vehicle Repair and/or Service

Municipal Code 10-7-2-1

Motion: Commissioner Rott made a motion to open CDC Case No. 2025-

07. Commissioner Wasowicz seconded the motion.

ROLL CALL:

Upon roll call the following Commissioners were present: Rowe, Chambers, Marcotte, Ortiz, Rott, Wasowicz Absent: Ciula A quorum was present.

Chairman Rowe opened CDC Case No. 2025-07 at 6:33 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on Thursday, March 13, 2025. Mr. Quinn stated a Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Quinn stated Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on March 12, 2025. Mr. Quinn stated on March 12, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. Mr. Quinn stated an Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Quinn stated the Petitioner, Gem Car Wash LLC, is seeking an Amendment to the Planned Unit Development established in O#35-2020 and amended in O#33-2021 and O#5-2022. Mr. Quinn stated they are seeking to establish Motor Vehicle Repair and/or Service as an accessory use to the existing car wash. Mr. Quinn stated this is considered a major amendment that requires reapproval of the Planned Unit Development. Mr. Quinn stated the motor vehicle repair would be located in the bays at the rear of the property. Mr. Quinn stated the owner has stated that it would only be minor work- brakes, oil changes, etc. with no major engine work being done on site. Mr. Quinn stated the owner has said that there is already a triple catch basin on the premises. Mr. Quinn stated the property is located in a C-2 Commercial District, where motor vehicle repair and/or service uses are allowed with a SUP.

Mirjan Sadik, owner of Gem Car Wash LLC was present and sworn in by Chairman Rowe. Mr. Sadik stated the car wash has been operational for around 3 ½ years. Mr. Sadik stated the current bays on site are used for detailing services. Mr. Sadik stated the garages are already equipped with a triple basin and lifts. Mr. Sadik stated there have been lots of requests from customers for tire rotation, break repair and oil changes on site.

Commissioner Rowe asked if all necessary precautions would be taken with the proper removal and disposal of oil on site. Mr. Sadik stated he plans to hire mechanicians that know all the requirements.

Commissioner Wasowicz referenced a comment made by Public Works regarding brush material found in wastewater from the site. Mr. Sadik stated there was an issue when they first opened but it was resolved and has not happened again. Mr. Quinn stated Public Works Staff confirmed there have been no issues with the site in over two years.

Commissioner Rott asked if the mechanics would be employees of Gem Car Wash. Mr. Sadik stated he was still deciding whether or not to operate the car repair under a different LLC or not – he was meeting with his attorney soon to discuss. Village Attorney Morton stated that was okay to do, however, the Village would need to know before Village Board action to establish proper requirements should this be approved.

Public Comment

Chairman Rowe asked if there were any members of the Public that would like to make comment. There were none.

Mr. Quinn reviewed the approval standards for proposed Planned Unit Development consisting of:

- 1. **Comprehensive Plan**. The proposed planned unit development fulfills the objectives of the Comprehensive Plan, and other land use policies of the Village, through an innovative and creative approach to the development of land.
- 2. Adequate Facilities. The proposed planned unit development will provide walkways, driveways, streets, parking facilities, loading facilities, exterior lighting, and traffic control devices that adequately serve the uses within the development, promote improved access to public transportation, and provide for safe motor vehicle, bicycle, and pedestrian traffic to and from the site.
- 3. **Mitigating Nuisance**. The proposed planned unit development will provide landscaping and screening that enhances the Village's character and livability, improves air and water

- quality, reduces noise, provides buffers, and facilitates transitions between different types of uses.
- 4. **Site Design**. The proposed planned unit development will incorporate sustainable and low impact site design and development principles.
- 5. **Natural Features**. The proposed planned unit development will protect the community's natural environment to the greatest extent practical, including existing natural features, water courses, trees, and native vegetation.
- 6. **Utilities**. The proposed planned unit development will be provided with underground installation of utilities when feasible, including electricity, cable, and telephone, as well as appropriate facilities for storm sewers, stormwater retention, and stormwater detention.

Mr. Quinn reviewed the approval standards for proposed Special Use Permit consisting of:

- 1. **Public Welfare:** The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.
- 2. **Neighborhood Character:** The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.
- 3. **Orderly Development:** The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use.
- 4. Use of Public Services and Facilities: The proposed special use will not require utilities, access roads, drainage and/or other facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

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

Mr. Quinn stated:

- 1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Special Use Permit with the following conditions:
 - a. The Special Use Permit be granted solely to Gem Car Wash LLC and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.
 - b. The approval standards from all previous ordinances governing this property will remain in effect.
 - c. A triple catch basin must be installed.
 - d. No body work or spray painting will be permitted.
 - e. All maintenance must be done inside of the maintenance bay located at the rear of the property.
 - f. No outdoor storage of vehicles will be permitted.
 - g. No overnight storage of vehicles will be permitted.
 - h. An oil water separator must be installed.
 - The necessary amount of car parking spaces for motor vehicle repair and/or service must be properly signed.
 - j. Car parking spaces specifically for vehicles waiting to be worked on must be striped in accordance with Village standards.

There were no questions from the Commission.

Commissioner Rott made a motion to close CDC Case No. 2025-07. Commissioner Wasowicz seconded the motion.

Motion:

Community Development Commission Special Meeting Minutes April 8, 2025 Page 6

ROLL CALL: Ayes: Rowe, Chambers, Marcotte, Ortiz, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-07 at 6:45 p.m.

Motion: Commissioner Rott made a motion to approve an Amendment to a

Planned Unit Development, Municipal Code 10-4-4 Regarding Special Use Permit, Motor Vehicle Repair and/or Service,

municipal Code Section 10-7-2-1 with Staff's Recommendations.

Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Marcott, Ortiz Rott

Nays: Wasowicz

Motion carried.

Public Hearing: CDC Case Number 2025-08

Petitioner: Gullo International Development Corporation

Location: 600-700 Devon Avenue

Request: Preliminary and Final Plat of Subdivision

Municipal Code 11 – 3

Motion: Commissioner Rott made a motion to open CDC Case No. 2025-

08. Commissioner Marcotte seconded the motion.

ROLL CALL: Upon roll call the following Commissioners were present:

Rowe, Chambers, Marcotte, Ortiz, Rott, Wasowicz

Absent: Ciula

A quorum was present.

Chairman Rowe opened CDC Case No. 2025-08 at 6:46 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on Thursday, March 13, 2025. Mr. Quinn stated a Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Quinn stated Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on March 12, 2025. Mr. Quinn stated on March 12, 2025, Village personnel mailed from the Bensenville Post Office

via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. Mr. Quinn stated an Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Quinn stated the Petitioner, Devon and Ellis LLC, is seeking approval of a final plat of subdivision (Consolidation) for the consolidation of three adjacent parcels with a combined area of 180,566.22 square feet. Mr. Quinn stated the petitioner was approved for a new industrial development project in 2023 at the property, and a condition of approval of the development required that the petitioner complete a plat of consolidation for the parcels.

Mark Dudek, employee of Gullo International Development Corporation was present and sworn in by Chairman Rowe. Mr. Dudek stated this was a requirement from the Village as a conditional of their approval to construct a new industrial building on site. Mr. Dudek stated construction is ongoing.

There were no questions from the Commission.

Public Comment

Chairman Rowe asked if there were any members of the Public that would like to make comment. There were none.

Mr. Quinn reviewed the approval standards for proposed subdivision consisting of:

- 1. **Public Welfare:** The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.
- 2. **Neighborhood Character:** The proposed amendment is compatible with the existing uses, character, and zoning of adjacent properties and other property within the immediate vicinity of the proposed amendment.
- 3. **Public Gain:** The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.
- 4. **Community Need:** The proposed amendment addresses the community need for a specific use.

- 5. **Amendment Objective:** The proposed amendment corrects an error, adds clarification, or reflects a change in policy.
- 6. **Consistent with Title and Plan:** The proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Quinn stated Staff recommends the Approval of the Findings of Fact and therefore the approval of the Preliminary and Final Plat of Subdivision (Consolidation) at 600-700 Devon Avenue.

There were no questions from the Commission.

Motion: Commissioner Wasowicz made a motion to close CDC Case No.

2025-08. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Marcotte, Ortiz, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-08 at 6:51 p.m.

Motion: Commissioner Chambers made a motion to approve Preliminary

and Final Plat of Subdivision, Municipal Code 11-3 with Staff's Recommendations, Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Marcotte, Ortiz, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Public Hearing: CDC Case Number 2025-09

Petitioner: Hamilton Partners **Location:** 1100 Tower Lane

Request: Minimum Front Setback

Municipal Code Section 10-6-21-1C

Minimum Rear Setback

Municipal Code Section 10-6-21-1F

Maximum Number of Parking Spaces

Municipal Code Section 10-8-2B-6

Tree Canopy Coverage

Municipal Code Section 10-9-5A

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Motion: Commissioner Rott made a motion to open CDC Case No. 2025-

09. Commissioner Marcotte seconded the motion.

ROLL CALL: Upon roll call the following Commissioners were present:

Rowe, Chambers, Marcotte, Ortiz, Rott, Wasowicz

Absent: Ciula

A quorum was present.

Chairman Rowe opened CDC Case No. 2025-09 at 6:53 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on Thursday, March 13, 2025. Mr. Quinn stated a Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Quinn stated Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on March 12, 2025. Mr. Quinn stated on March 12, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. Mr. Quinn stated an Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Quinn stated the Petitioner, Morgan Harbour Construction, is seeking approval of variances to construct a speculative warehouse at 1100 Tower Lane. Mr. Quinn stated the proposed 66,196 square foot building encroaches into multiple setbacks and has over 175% of the required parking spaces. Mr. Quinn stated variances are required for this. Finally, they are unable to meet the parking lot hardscape tree canopy coverage requirements. Mr. Quinn stated there is currently no office space proposed in the building but they anticipate up to 15% of total GFA being available for this purpose.

.

Mike Wauterlek, employee of Hamilton Partners was present and sworn in by Chairman Rowe. Mr. Wauterlek stated the proposed project was previously approved by the Village, however with the real-estate market at the time, there were hurdles in building the site. Mr. Wauterlek stated the market has since stabilized and Hamilton Partners is ready to proceed with development of the site. Mr. Wauterlek reviewed the proposed plans for development.

Commissioner Chambers asked to see a landscaping plans. Mr. Wauterlek reviewed the proposed landscaping plan.

Commissioner Rott stated she had issues with the lack of tree coverage on the proposed site.

Village Attorney, Ryan Morton asked the petitioner to explain the hardship in their variance request regarding tree canopy coverage. Mr. Wauterlek stated the site is unique with the shared drive on site to another property. Mr. Wauterlek stated they tried their best with the remaining site to add as many trees as possible and still fell short of the requirements of the Village Code.

Public Comment

Chairman Rowe asked if there were any members of the Public that would like to make comment. There were none.

Mr. Quinn reviewed the approval standards for proposed variations consisting of:

- 1. **Public Welfare:** The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.
- 2. Compatible with Surrounding Character: The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.
- 3. **Undue Hardship**: The proposed variation alleviates an undue hardship created by the literal enforcement of this title.
- 4. **Unique Physical Attributes:** The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.
- 5. **Minimum Deviation Needed**: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.
- 6. Consistent with Ordinance and Plan: The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Quinn stated:

- 1. Staff recommends the Approval of the Findings of Fact and the Approval of the Variation for Minimum Front Setback with the following conditions:
 - a. Must be developed in accordance with plans submitted on 2.28.25 by Morgan Harbour Construction:
- 2. Staff recommends the Approval of the Findings of Fact and the Approval of the Variation for Minimum Rear Setback with the following conditions;
 - a. Must be developed in accordance with plans submitted on 2.28.25 by Morgan Harbour Construction:
- 3. Staff recommends the Approval of the Findings of Fact and the Approval of the Variation for Maximum Number of Parking Spaces with the following conditions:
 - a. Applicant shall develop a shared maintenance agreement for the south access driveway and submit to the Village of Bensenville prior to final permit approval;
 - b. Future plans must indicate that the snow storage locations are not parking;
- 4. Staff recommends the Approval of the Findings of Fact and the Approval of the Variation for Tree Canopy Coverage with the following conditions:
 - a. Trees must be planted on landscape islands when feasible.
 - b. A final landscaping plans shall be submitted to and approved by the Zoning Administrator prior to final permit approval;
 - c. No parking lot perimeter landscaping shall encroach upon the sight vision triangle.

Commissioner Wasowicz asked if anything would prevent the petitioners from installing a green roof on site should they decide to. Mr. Quinn stated he was unaware but would review the Village Code should the petitioner approach the Village with a proposal. Mr. Quinn also stated the proposed site is within a runway path and was unsure of FAA requirements for a green roof.

Village Attorney, Ryan Morton asked Staff to discuss the variation requests from the original legal notice. Mr. Quinn stated the petitioner has worked with staff since the legal notice publication and was able to reduce their variation requests from nine to four.

Community Development Commission Special Meeting Minutes April 8, 2025

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Motion: Commissioner Rott made a motion to close CDC Case No. 2025-

09. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Marcott, Ortiz, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-09 at 7:11 p.m.

Motion: Commissioner Wasowicz made a motion to approve Variation,

Minimum Front Setback, Municipal Code 10-6-21-1C with Staff's Recommendations. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Marcott, Ortiz, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Rott made a motion to approve Variation,

Minimum Rear Setback, Municipal Code 10-6-21-1F with Staff's Recommendations. Commissioner Chambers seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Marcott, Ortiz, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Rott made a motion to approve Variation,

Maximum Number of Parking Spaces, Municipal Code 10-8-2B-6

with Staff's Recommendations. Commissioner Wasowicz

seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Marcott, Ortiz, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Community Development Commission Special Meeting Minutes April 8, 2025

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Motion: Commissioner Rott made a motion to approve Variation, Tree

Canopy Coverage, Municipal Code 10-9-5A with Staff's

Recommendations. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Marcott, Ortiz, Wasowicz

Nays: Rott

Motion carried.

Report from Community

Development: Mr. Quinn reviewed both recent CDC cases along with upcoming

cases.

ADJOURNMENT: There being no further business before the Community

Development Commission, Commissioner Chambers made a motion to adjourn the meeting. Commissioner Rott seconded the

motion.

All were in favor. Motion carried.

The meeting was adjourned at 7:16 p.m.

TYPE: SUBMITTED BY: DEPARTMENT: DATE: Resolution K. Quinn CED <u>4.29.25</u> **DESCRIPTION:** Resolution Declaring 340 N Meyer as Surplus Property **SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS: COMMITTEE ACTION:** DATE: NA NA **BACKGROUND: KEY ISSUES: ALTERNATIVES:** Discretion of the Board **RECOMMENDATION:** Village Board Approval **BUDGET IMPACT: ACTION REQUIRED:**

ATTACHMENTS:

<u>Description</u> <u>Upload Date</u> <u>Type</u>

Resolution 4/23/2025 Resolution Letter Appraisal 4/23/2025 Backup Material

RESOLUTION NUMBER

A RESOLUTION OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS DECLARING THE VILLAGE OWNED VACANT PARCEL OF REAL PROPERTY AT 340 NORTH MEYERS ROAD AS SURPLUS PROPERTY AND AUTHORIZE THE VILLAGE MANAGER TO OBTAIN PROPOSALS FOR ITS SALE AND DISPOSITION AND DIRECT THE VILLAGE CLERK TO MAKE COPIES OF THE APPRAISAL AVAILABLE TO ANY PARTY

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

WHEREAS, the Village is the owner of a parcel of vacant property in Bensenville, Illinois, commonly known as 340 North Meyers Road, Bensenville, Illinois 60106, identified by PIN 03-11-403-012-0000, that is a 100' by 230.05' vacant lot and 23,022 square feet in size (the "*Property*"), which is legally described on Exhibit A, a copy of which is attached hereto and made a part hereof; and

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

WHEREAS, the Village President and Board of Trustees of the Village of Bensenville (the "Corporate Authorities") find 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 and development of the Property will eliminate burdensome maintenance cost, provide needed public funds, and generate tax revenue in the future for use in the general fund of the Village; and

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

Village residents to sell the Property; and

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

WHEREAS, 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code sets forth a procedure 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 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, the Village ascertained a written appraisal of real property on the Property, dated April 4, 2025, which was prepared by William A. Falkanger of A-Appraisals, 444 West Northwest Highway, Barrington, Illinois (the "Appraisal"), a copy of which is attached hereto and made a part hereof, as Exhibit B; and

WHEREAS, the Appraisal determined, as of March 28, 2025, that the appraised value of the Property is \$210,000.00; and

WHEREAS, the Appraisal shall be made available for inspection or copying in the office of the Village Clerk of the Village of Bensenville to any interested party to allow for the review, analysis, and submission of a proposal for the acquisition and development of the Property; and

WHEREAS, the Village Manager and Deputy Director of Community & Economic Development are hereby authorized to ascertain, review, and recommend a proposal for the

purchase and development of the Property that will provide the most benefit to the Village in light of the encumbrances and restrictions herein set forth that exist on the Property.

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 Property, as herein described, is hereby determined, and declared to be surplus real estate of the Village.

Section 3. The Village Manager and Director of Community & Economic Development are hereby authorized and directed to ascertain and review proposals for the sale and development of the Property and further recommend and present a proposal to the Corporate Authorities that is in the best interest of the Village for the sale and disposition of the Property in accordance with this Resolution and pursuant to 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code.

Section 4. The officials, officers, employees, and attorneys of the Village are hereby authorized to undertake the necessary steps to present a proposal and final agreement for the sale of the Property to the Corporate Authorities, as contemplated herein.

Section 5. The Village Clerk is hereby authorized and directed to publish a copy of this Resolution at the first opportunity following its passage in a newspaper published within the Village and to make available a copy of the Appraisal for public inspection by any interested party.

- **Section 6**. 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 7**. All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.
- **Section 8**. This Resolution shall be in full force and effect immediately after its passage and publication as required by law.

(Intentionally Left Blank)

PASSED AND APPROVED by the President a	and Board of Trust	ees of the Village of
Bensenville, DuPage and Cook Counties, Illinois, this	day of	2025.
	APPROVED:	
	Frank DeSimone	e, Village President
ATTEST:		
Nancy Quinn, Village Clerk		
AYES:		
NAYS:		
ABSENT:		

Exhibit A

Legal Description

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

Commonly known as 340 North Meyers Road, Bensenville, Illinois 60106 Permanent Index Number 03-11-403-012-0000

Exhibit B

Appraisal

AN APPRAISAL REPORT

OF A VACANT COMMERCIAL PARCEL OF LAND

LOCATED AT 340 NORTH MEYER ROAD BENSENVILLE, ILLINOIS 60106 PARCEL INDEX NUMBER 03-11-403-012

PREPARED FOR
MR. RON HERFF
DEPUTY DIRECTOR AND FIRE MARSHALL
VILLAGE OF BENSENVILLE
12 SOUTH CENTER STREET
BENSENVILLE, ILLINOIS 60106

VALUATION DATE: MARCH 28, 2025

FILE: PRV25-24

PREPARED BY
WILLIAM A. FALKANGER, CERTIFIED GENERAL REAL ESTATE APPRAISER
A-APPRAISALS
DIVISION OF FALKANGER ENTERPRISES, INC.
444 W. NORTHWEST HIGHWAY
BARRINGTON, IL 60010

A-APPRAISALS

TELEPHONE NUMBER: 847/550-1700 444 WEST NORTHWEST HIGHWAY, BARRINGTON, IL 60010

April 4, 2025

Attention: Mr. Ron Herff

Deputy Director and Fire Marshall

Village of Bensenville 12 South Center Street Bensenville, IL 60106

Dear Mr. Herff,

In accordance with your request and for the purpose of estimating the current Market Value, we have inspected and have made an analysis of the factors pertinent to the estimate of value of the following property located at:

340 N. Meyer Road Bensenville, IL 60106

The subject is a vacant commercial site of 23,022± square feet with 100 feet width. The site is rectangular in shape and has I-2 General Industrial District zoning. The site is legal, conforming being above the minimum lot size of 20,000 square feet and at the 100 feet lot requirements. The site sets on the west side of Meyer Road south of Foster Avenue. The property was deeded to the Village of Bensenville on September 6, 1960 per Document 979152 The Exchange National Bank of Chicago Trust Number 9114 with a codicil of "This land is granted solely for the purpose of being used for a public use, In the event this land is used for a public use, then title is to revert to the Grantor." Codicil of this type in a deed clouds title to anyone trying to transfer the subject property to a grantee unless it will be used for public use. This appraisal is being done under the extraordinary assumption that the codicil is not in force or if no heirs or members of the trust would enforce the codicil. If this codicil is discovered to remain in force, we request the right to amend this report.

As a result of our investigation and analysis described in this report, we are of the opinion that the Market Value of the subject property, free of liens and encumbrances as of March 28, 2025, is:

\$ 210,000 TWO HUNDRED TEN THOUSAND DOLLARS The following appraisal report is prepared in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) which became effective as of January 1, 2024. The report is developed in accordance with Standards Rule 1. The information is reported in accordance with Standards Rule 2-2 as an Appraisal Report. The report is intended to meet the requirements of the Financial Institutions Reform Recovery and Enforcement Act (FIRREA).

Respectfully submitted,

William A. Falkanger

IL#553.000285 Exp. 9/30/2025

Willia Jack

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<u>Addenda</u>

Photo Addendum

Qualifications

SUBJECT PROPERTY



Front View of Site

SUMMARY OF IMPORTANT DATA AND CONCLUSIONS

TYPE OF PROPERTY: Vacant Land

LOCATION: 340 N. Meyer Road, Bensenville, IL 60106

P.I.N.: 03-11-403-012

ZONING: I-2 General Industrial District

SITE SIZE: 23,022 square feet

HIGHEST AND BEST USE: Industrial

SALES COMPARISON

APPROACH: \$ 210,000

FINAL MARKET VALUE

ESTIMATE: \$ 210,000

VALUATION DATE: March 28, 2025

INSPECTION DATE: March 28, 2025

REPORT DATE: April 4, 2025

IDENTIFICATION OF THE PROPERTY

Common Location/Address:

340 N. Meyer Road Bensenville, IL 60106

Legal Description:

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

Property Appraised:

The values developed in this report are for the real estate only and do not include any personal property, building assets, or goodwill.

PROPERTY RIGHT APPRAISED

The property interest appraised is for the unencumbered fee simple estate¹ in the property located at:

340 N. Meyer Road Bensenville, IL 60106

a

 $^{^1\}mathrm{Fee}$ simple estate is defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations imposed by governmental powers of eminent domain, escheat, police power, and taxation. (The Appraisal of Real Estate (Chicago: Appraisal Institute, 10th Edition 1992) page 122.)

PURPOSE OF THE APPRAISAL

The purpose of this appraisal report is to estimate the market value of the property located at:

340 N. Meyer Road Bensenville, IL 60106

Market Value is defined as:

The most probable price which a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1.) buyer and seller are typically motivated.
- 2.) both parties are well informed or well advised and acting in WHAT they consider their best interests.
- 3.) a reasonable time is left for exposure in the open market.
- 4.) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- 5.) the price represents the normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone.

Purpose of the Appraisal (Cont'd.)

associated with the sale.²

*The reader should note that actual transactions do not necessarily follow all of these concepts and are often affected by factors such as the urgency and needs of the buyer or seller. The main difference between an actual market price and the above definition of market value can be summarized as follows: market price is the factual record of an actual transaction that has taken place; market value is an estimate of what a property is worth based on a specific definition of market value.

²Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions (f).

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UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP)

The *Uniform Standards of Professional Appraisal Practice* were developed by the Appraisal Standards Board of the Appraisal Foundation. These standards establish the minimum standards acceptable to the development and reporting of an appraisal assignment. The State of Illinois has adopted USPAP as the guidelines that must be followed by state certified and licensed appraisers.

- 1. This appraisal report is prepared in accordance with the requirements of the *Uniform Standards of Professional Appraisal Practice* (USPAP) as of January 1, 2024. The information is reported in accordance with Standard Rule 2-2 as an appraisal report.
- 2. The appraiser has the appropriate knowledge and experience necessary to complete the assignment and is in compliance with the Competency Provision of USPAP. The appraiser experience includes numerous assignments of properties similar to the subject of this report.
 - 3. History and ownership of the property: USPAP requires the reporting and consideration of any transaction within the past three years or any pending offer or asking price. A search of the county records indicates no previous sale for the prior three-year period. Ownership is shown as the Village of Bensenville per Dupage County documents.

DEFINITION OF EXPOSURE TIME

Exposure time is defined as:

"The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimated based upon an analysis of past events assuming a competitive and open Market."

It is anticipated that the appropriate exposure period for the subject property would be six months to twelve months.

DEFINITION OF MARKETING TIME

Marketing time is defined as:

"The reasonable marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal."

Reasonable marketing time is a function of price, time, use and anticipated market conditions. Development of an opinion of marketing time uses some of the same data analyzed in the process of developing an estimated of reasonable exposure time. Because marketing time occurs after the effective date of the appraisal, marketing time is related to, yet apart from, the appraisal process. Marketing time is influenced by future events such as changes in the cost and availability of funds. It is estimated that current economic conditions affecting value, such as interest rates, consumer spending, and real estate construction will remain stable. The subject is marketable property with anticipated ongoing demand in the foreseeable future. Provided that the subject is professionally marketed at an asking price basically similar to the market value estimates reported here, it is anticipated that an appropriate marketing time would be six months to twelve months.

^

³ Appraisal Standards Board of the Appraisal Foundation, Uniform Standards of Professional Appraisal Practice, Statement of Appraisal Standards No. 6 (SMT-6), 1994 Edition (Appraisal Foundation, 1994), 65.

⁴ Appraisal Standards Board of the Appraisal Foundation, Uniform Standards of Professional Appraisal Practice, Advisory Opinion No. 7 (AO-7), 2005 Edition (Appraisal Foundation, 2005), 139.

SCOPE OF THE APPRAISAL

The subject property has been appraised utilizing recognized and appropriate appraisal methodology. The report, which includes descriptions of the property (legal and physical), neighborhood, approaches to value, certification, assumptions and limiting conditions, is presented in its entirety. Detailed descriptions of zoning and the subject improvements have been retained in our files.

Our analysis of the property is directed toward an opinion of the market value of the fee simple interest in the whole property as currently improved. Research has been done in the area of the property appraised to adequately understand the community and the market for the type of property appraised. The estimated value will be based on consideration of the three typical approaches to value. The subject is a vacant commercial site for which only the Direct Sales Comparison Approach is considered applicable.

The scope of this appraisal assignment involved the following steps:

- 1. A physical inspection of the subject property and the surrounding neighborhood was completed on March 28, 2025.
- Completing a search of the documents recorded against the subject property to ascertain any changes in fee ownership during the three-year period prior to the date of value.
- 3. Completing an investigation of public documents affecting the subject

Scope of Work (Cont'd.)

property, i.e., real estate tax assessment and taxes, annexation documents, zoning classification, tax maps, utility locations, etc.

- 4. Collecting factual data related to the subject property and to the surrounding neighborhood. This included collection and analysis of site sales data, and general as well as specific data relevant to the appraisal problem.
- 5. Preparation of a highest and best use analysis of the subject property.
- 6. Collection of sales of similar commercial sites, in order to estimate the value of the property by the sales comparison approach to value.
- 7. Reconciliation of the findings of the applicable approaches to value into a final value indication for the subject property.
- 8. Compilation of all of the findings in this matter into an appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice, and the requirements of FIRREA.

USE OF APPRAISAL

The intended use of this appraisal is to establish market value for making internal business decisions for the Village of Bensenville.

USER OF THE APPRAISAL

The intended users of the appraisal are the Village of Bensenville and its officials.

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report is expressly subject to the following stipulations:

- 1. That the opinions expressed in this report apply to the stated valuation date. The appraiser assumes no responsibility for economic or physical factors occurring at some late date which may affect the stated opinions.
- 2. That no opinion is intended to be expressed for legal matters or that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers, although such matters may be discussed in the report.
- 3. That no opinion as to title is rendered. Data on ownership and the legal description were obtained from sources generally considered reliable. The title is assumed to be marketable and free and clear of all lines and encumbrances, easements, and restrictions except those specifically discussed in the report. The property is appraised, assuming it to be under responsible ownership and competent management and available for its highest and best use.
- 4. That no engineering survey has been made by the appraiser. Except as specifically stated, data related to size and area were taken from sources considered reliable, and no encroachment of real property improvements is assumed to exist.
- 5. That maps, plats, and exhibits included in the report are for illustration only, as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose.
- 6. That no opinion is expressed as to the value of subsurface oil, gas, or mineral rights and that the property is not subject to surface entry for the exploration or removal of such materials except as is expressly stated.
- 7. That the projections included in this report are utilized to assist in the valuation process and are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. Therefore, the projections are subject to changes in future conditions that cannot be accurately predicted by the appraiser and could affect the future income or value projections.

Assumptions and Limiting Conditions (Cont'd.)

- 8. That testimony or attendance in court, or at any other hearing, is not required by reason of rendering this appraisal unless such arrangements are made a reasonable time in advance.
- 9. That because no title report was made available to the appraiser, he/she assumes no responsibility for such items or record not disclosed by his/her normal investigation.
- 10. That no detailed soil studies covering the subject property were available to the appraiser. Therefore, premises as to soil qualities employed in this report are not conclusive but have been considered consistent with information available to the appraiser.
- 11. That the appraiser has personally inspected interior and exterior of the subject property and finds no obvious evidence of structural deficiencies except as stated in this report; however, no responsibility for hidden defects or conformity to specific governmental requirements, such as fire, building and safety, or occupancy codes, can be assumed without provision of specific professional or governmental inspections.
- 12. That although no termite inspection report was available, the appraiser personally inspected the subject property and found no significant evidence of termite damage or infestation.
- 13. That no consideration has been given in this appraisal to personal property located on the premises, or to the cost of moving or relocation such personal property, only the real property has been considered.
- 14. That unless otherwise stated in the report, the existence of potentially hazardous material, which may or may not be present on or near the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such material on or in the property. The appraiser is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous material may affect the value of the property. No consideration has been given in the appraiser's analysis to any potential diminution in value should such hazardous materials be found. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
- 15. That the information identified in this report as being supplied by others is believed to be reliable, but no responsibility for its accuracy is assumed.

Assumptions and Limiting Conditions (Cont'd.)

- 16. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey or analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA because it exceeds the scope of our expertise. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we do not consider possible noncompliance with the requirements of ADA in estimating the value of the property.
- 17. The subject has a codicil in a deed dated September 6, 1960, per Document 979152 The Exchange National Bank of Chicago Trust Number 9114 with "This land is granted solely for the purpose of being used for a public use. This appraisal is being done under the assumption that the code is not in force or if no heirs or members of the trust would enforce the code. A copy of the trustee deed is on the next page.
- 18.. This appraisal is being done under the extraordinary assumption that the codicil (the property can be used only for public use) is not in force or, if no heirs or members of the trust would enforce the codicil. If this codicil is discovered to remain in-force we request the right to amend this report.

TRUSTEE DEED

TRUSTEE'S DEED

800x 11102 PAGE 256

on tell	The above space for semplers use only
EXCHANGE NATIONAL BANK OF CHICA the provisions of a deed or deeds in trust, dul of a trust agreement dated the 25th Number 9111 party of the first part, i	day of September 19-60 between THE GO, a national banking association, as Trustee under y recorded and delivered to said Bank in pursuance day of Narch 19-57 and known as Trust and VILLAGE OF BENSENVILLE, a Municipal
Corporation	party of the second part.
POLLARS, and other good and valuable conscioney unto said party of the second part, the BuPage County, Illinois, to-wit: The Second part, the Subdivision Unit #2; a subdivision in sirp to forth, Range 11; East of the	rt, in consideration of the sum of TEN and NO/100 iderations in hand paid, does hereby grant, sell and
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used for a public use. In the event use, then title is to revert to the 0	granted solely for the purpose of being this land is no longer used for a public rantor.
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TAX AND ASSESSMENT ANALYSIS

The subject property is identified by the following Permanent Tax Index Numbers:

03-11-403-012

Real Estate Assessment and Taxes for the 2021-2023 period are as follows:

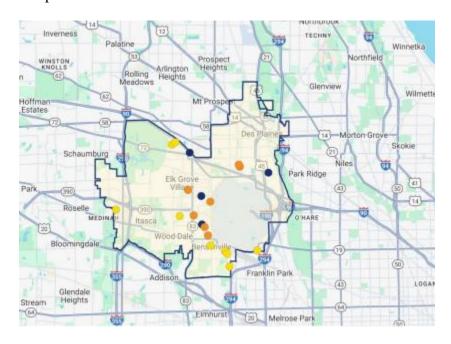
Assessed Value History

Asmt Year	Pay Clas Year	s Land AV	Building AV	Total AV	Taxable EAV	Value Change Reason
2023	2024 E	\$ 0	\$0	\$ 0	\$0	3 – SA Equalization
2022	2023 E	\$ 0	\$0	\$ 0	\$0	30 - Other
2021	2022 E	\$0	\$0	\$ 0	\$0	0 – Conversion

Comments: Dupage County assesses vacant land at one-third of market value per law. The ownership of the property is with the Village of Bensenville and is exempt from property taxes as a municipality.

NEIGHBORHOOD AND MARKET OVERVVIEW

The subject is part of the O'Hare Industrial Submarket as defined by Costar. This area is shown on the map below.



O'Hare's industrial submarket finally got a reprieve from four out of five quarters of absorption losses from 2023q3 through 2024q3. Now into 2025q2, the O'Hare industrial space market is expanding once again as it welcomes new tenants and owners, especially within the data center cohort. Data center developers can thank the municipality officials within Elk Grove Village for their concerted efforts to beef up their power grid capabilities. As such, much of the submarket's -180,000 SF recently completed, and the 1.5 million SF underway is set aside for Prime Data Center's 958,000-SF, 180-MW campus. Still, given its proximity to O'Hare International Airport and its ranking as one of the busiest airports in North America for cargo traffic, the submarket's demand fundamentals rely heavily upon freight traffic in and out of the area. The O'Hare industrial market impressively retained strong demand fundamentals from mid-2021

through mid-2023 despite its post-pandemic challenges, like supply chain bottlenecks, relevant labor shortages in the trades, and inflationary pressures on the costs of doing business in Illinois. The ongoing freight recession since October 2022 hasn't helped much either. These lingering negative burdens on demand have shown up in the area's absorption figures, where logistics spaces are clocking with a 12-month absorption rate of -720,000 SF. Overall, the submarket's 12-month move-in rate stands at -720,000 SF. This logistics hub's overall vacancy rate is on the rise and now stands at 4.6%, as its logistics portion's vacancy rate hits 5.0%, a 0.7% year-over-year change rate. However, the logistics vacancy rate is still incredibly tight and below its five-year (2015–19) prepandemic average by about 100 basis points. Understandably, the bread-and-butter of O'Hare's industrial space supply is logistics. When demand goes down for this sector historically, so does the submarket's overall demand fundamentals. Despite some pullback in tenant demand, asking rents are on pace with the Chicago metro's 3.3% yearover year pace. But make no mistake; O'Hare's legacy supply, with little new development and a mostly negative logistics move-in rate since 2023h2, is an incredible strain on the submarket's demand fundamentals. Meanwhile, the O'Hare Submarket is on a path to reinvention through its recent power infrastructure improvements. If logistics developers and tenants can employ heavy power upgrades across the submarket, O'Hare should regain its overall balance by 2025's yearend.

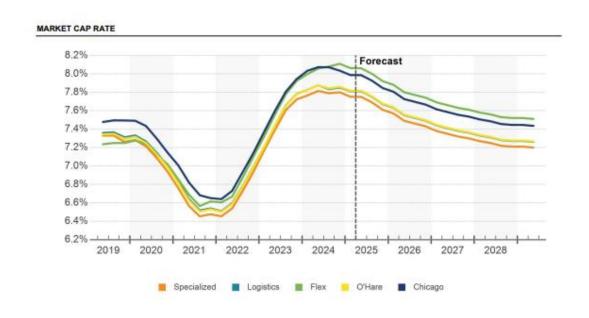
During 2025q2, O'Hare is in the process of a minor revolution, where data center development and occupancy are driving most of the area's demand into positive territory.

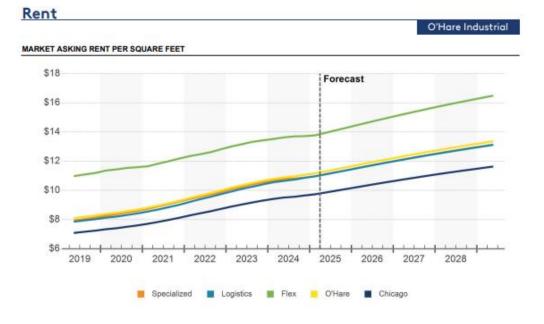
More than half of Chicago's industrial markets are reporting 12-month move-out losses, while the other half are chronicling move-in gains, on average, above 800,000 SF. O'Hare has been one of the laggards, retracting almost 700,000-SF from its absorption ledger through 2024. Then, during 2025h1, Prime Data Centers took occupancy of its first 384,000-SF facility (ORD01-01), which features a three-story design and 72 MW of critical power capacity. Meanwhile, O'Hare is registering an overall tight vacancy rate of 4.6% —100 basis points below the Chicago Market's average—while also posting a -720,000 SF 12- month move-in rate. The O'Hare industrial space submarket is quite the enigma. How can an area embedded with a surplus of industrial demand drivers (proximity to highways, major airports, and dense population centers) post consecutive quarters of negative absorption? As a logistics hub, it is surprising that the O'Hare Submarket took most of its absorption hits from the logistics sector, tallying -720,000 SF of absorption over the past 12 months. The negative absorption storyline for the O'Hare Submarket boils down to the fact that while O'Hare's legacy inventory is recording more move-outs than move-ins, it also has stable demand from the tenants who remain. In the meantime, data center development should drive most of O'Hare's recent move-in activity, from Prime Data Centers' almost 1 million SF set to materialize here through 2026 to Datacenter Hawk's 189,000-SF 2025h1 move into the 2005-built/2022-renovated data center at 800-890 E Devon in Elk Grove Village. In the end, it's also hard to be concerned about a market with a vacancy rate well below 7%, its all-time average. With little land to develop, the O'Hare industrial market is also well protected from oversupply concerns more than other US transmodal hubs are. As such, the pain O'Hare is

absorbing right now should right itself during 2025h2.

Industrial asking rents in O'Hare run for about \$11.10/SF, which is approximately 15% above Chicago's average. The O'Hare Submarket posts an annual asking rent growth rate of 3.3%, which is on par with the Chicago average during 2025q2. With little to no new developments coming to the submarket, older bare-bones properties are not likely to continue to attract the market's top asking rents despite its proximity to one of the nation's most prominent international airports for freight traffic. In addition, since the start of 2023q3 and through 2025h1, the O'Hare Submarket is recording more move-outs than move-ins for logistics spaces. With all of this said, landlords are holding firm on their asking rents. Depending on what part of the market they serve (small bay, new inventory), they are getting what they are asking for, and despite the older stock, logistics properties are leasing for an average \$10.90/SF, a 20% uptick from the Chicago Market average for this property type sector. Escalations have been robust since the start of 2024, averaging between 3.4% and 3.8% for four- to five-year terms with one month of free rent attached. Landlords offered discounts to tenants who leased more than 150,000 SF, with an average of \$8.60/SF for a four-year term, only 1.75% in annual escalations, and two months free rent on average. O'Hare is posting a vacancy rate noticeably lower than its historical average. A tight market can lead to elevated asking rent growth. However, macroeconomic trends are also at play during 2025, like 3PLs cutting back on space nationally—and the bread and butter to O'Hare industrial space demand. Lastly, municipality red tape and the upcharge of working with unions may also affect demand

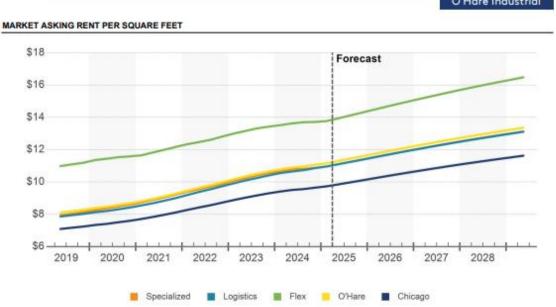
and, consequently, asking rent growth in this submarket. As such, asking rent growth may stall out at its current rate through 2025h1, but as demand certainty returns to O'Hare during 2025h2, rent growth should reaccelerate.





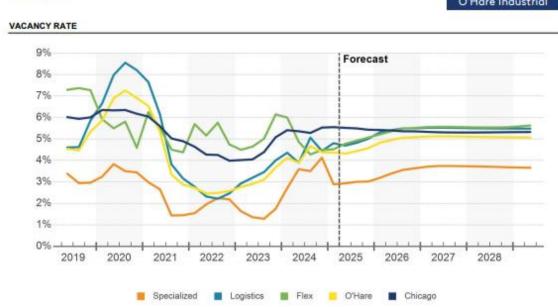






Leasing

O'Hare Industrial



SITE ANALYSIS

CENSUS TRACT: 8400.00

FLOOD HAZARD: The subject lies in a Zone X area per FEMA

Map#17043C00079J, dated August 1, 2019.

DIMENSIONS: 100' x 230.05'

SIZE: 23,022 square feet

SHAPE: Rectangular

TOPOGRAPHY: Level

STREET: Asphalt Paved

ALLEY: None

WALK: Concrete Sidewalks

CURBS: Concrete

GUTTERS: Concrete

UTILITIES: All public utilities including gas, electrical, water, and sewer

directly serve the subject site.

POLICE: Village of Bensenville Police Department

FIRE: Village of Bensenville Fire Department

ZONING: I-2 General Industrial District

EASEMENTS: Typical Utility

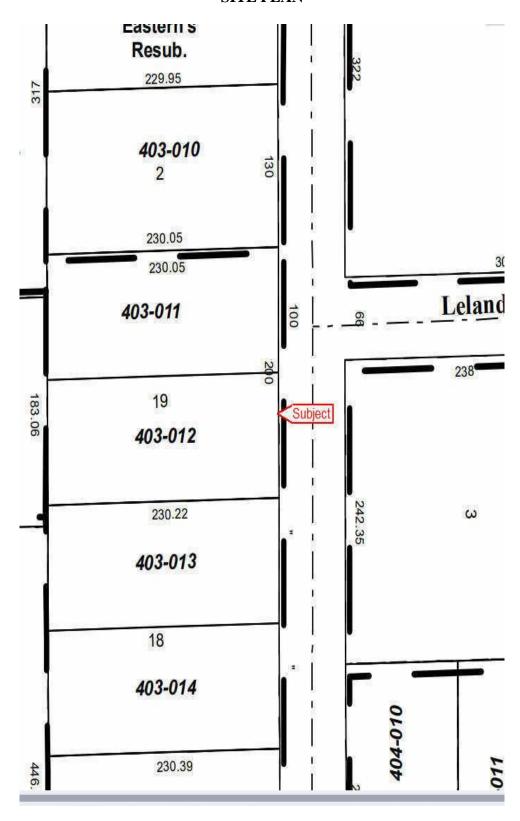
ENCROACHMENTS: No adverse encroachments were apparent at the time of

inspection.

LOT IMPROVEMENTS: None

COMMENTS: The site is cleared, leveled and ready for development. There are no site improvements, and the site has grass as a covering. The site sets in an established industrial park which sets off the west side of York Road south of the 390 extension.

SITE PLAN



SITE PLAN 2

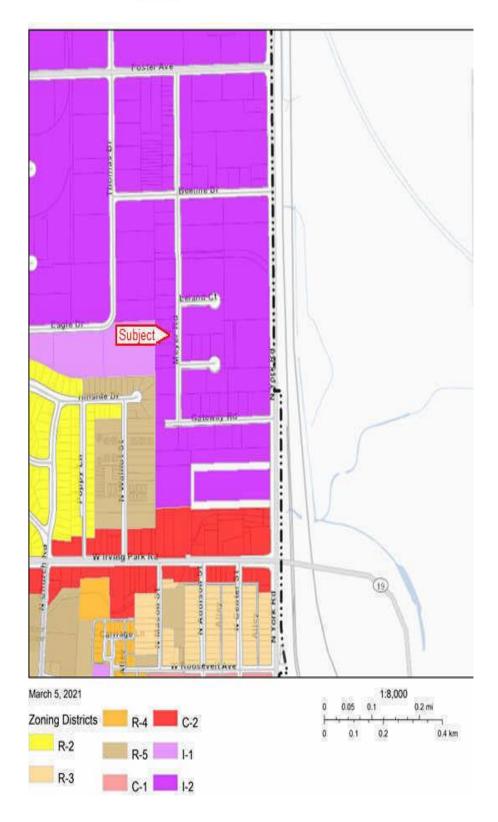


AERIAL VIEW

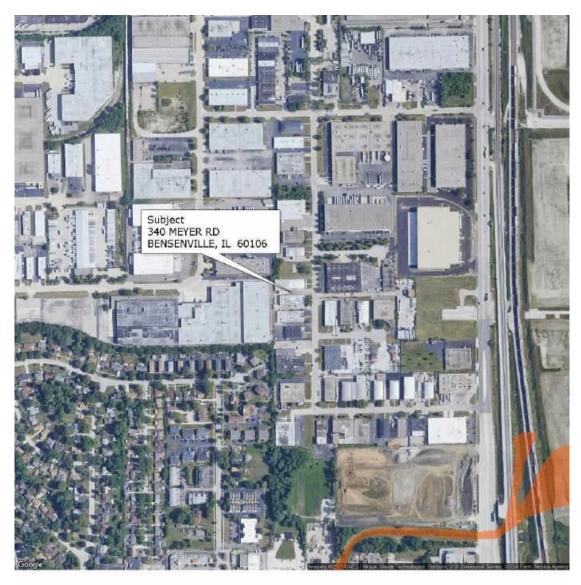


ZONING MAP

I-2: General Industrial District



FEMA MAP





AERIAL MAP



HIGHEST AND BEST USE

The term "highest and best use" as defined in <u>The Appraisal of Real Estate</u> (Tenth edition), published by the Appraisal Institute, Chicago, Illinois is as follows:

The reasonable, probable, and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

There are four criteria used to narrow the possible uses of a property to the highest and best use conclusion:

- Legally Permissible: Consider both public and private restrictions on the use of the site such as zoning, building codes, deed restrictions, environmental considerations or other restrictions that may preclude development. If a use is not currently allowed, there must be a reasonable probability of changing the zoning classification or removing the restriction of limitation.
- Physically Possible: Consider any restrictions imposed by the physical limits of the site such as size, topography, easements, shape or other physical limitation.
- Financially Feasible Consider those uses that are likely to produce a net positive income after all expenses.

Highest and Best Use (Cont'd.)

Maximally Productive Among the feasible uses, the final selection is that use which will produce the highest net return to the land or the highest present worth.

There are two steps in the highest and best use analyses. First, the site is considered vacant and available for development to its highest and best use. Second, the property is considered as currently improved. Land is always valued as if vacant. If a site is improved with a building, it is possible that the highest and best use of the site as improved is different from the highest and best use as if vacant.

The basis for conclusions about highest and best use is analysis of market forces. The highest and best use of a property is not a fact that can be discovered. Rather, it is an opinion based on the appraiser's judgment and analyses of the potential market for the property. The estimate of highest and best use provides the basis for analysis of the property appraised and the selection of sales of comparable properties.

Highest and Best Use of the Site as Vacant:

The subject is in an industrial park is 23,022+/- sq. ft. and zoned I-2. This district is intended to provide location of industrial and related uses that produce moderately greater adverse environmental effects than uses allowed in I-1. This area is developed with single story industrial buildings. Greatest demand appears to be for 16' - 18' ceiling clearance height, sprinklered buildings with approximately 10 per cent office space. Land to building ratios range from 1.8 to 2.2 which, on the subject site will support a building in the 10,000 to

Highest and Best Use (Cont'd.)

12,700 sq. ft. range. The park consists of single uses and multi-tenant buildings. The multi-unit buildings offer the greatest feasibility for leasing and are adaptable for single users. For this reason, the highest and best use for the subject site would be for improvement with single use industrial building up to 12,000 sq. ft.

THE APPRAISAL PROCESS

There are three basic approaches typically used by appraisers in the estimation of value: The Direct Sales Comparison Approach, the Cost Approach, and the Income Approach. Each relies upon data gathered from the market that is pertinent to that particular appraisal approach. The values achieved from the three approaches will, in most instances, vary. It is the appraiser's job to determine which of the approaches to value is most applicable to the appraisal problem at hand. Factors which affect this decision are the availability of sales data on comparable properties, the reliability of second-hand data, and the similarities between the subject property and the comparable sales.

Once this analysis has been completed, the appraiser will correlate a conclusion of final value. Although this value conclusion can generally be considered reliable, it must be remembered that it is only an estimate and is subject to all of the Assumptions and Limiting Conditions set forth in this report. The basic fact that the real estate market is not static but is rather quite dynamic and subject to change over short periods of time requires this statement.

The subject is a vacant industrial site. Sites of this type are seldom purchased for lease potential and therefore, the Income Approach is not considered applicable. The site is also unimproved and therefore, the Cost Approach is not considered applicable. The market value estimate relies on the Direct Sales Comparison Approach.

DIRECT SALES COMPARISON APPROACH

The Direct Sales Comparison Approach is based on the proposition that an informed purchaser would pay no more for a property than the cost of acquiring an existing property with the same utility. Under this approach, an estimate of value is developed by comparing properties that have recently sold and are similar in size, quality, location and utility, and are in competition with the subject property.

A review was made through local real estate brokers and the local tax assessor to obtain sales data of properties similar to the subject. After obtaining improved property sales in the targeted square foot range over the past year period in the same neighborhood, the list was narrowed down to the following which had the closest similarity to the subject property.



Location	740 County Line Road, Bensenville, IL 60106	
Sale Price	\$ 380,000	
Sale Price PSF	\$9.04	
Date of Sale	11/1/2023	
Source	Tax Records	
Parcel Index Number	03-24-406-027	
Document Number	70755	
Seller	Wayne Filosa	
Buyer	Auto Chior System	
Site Size	42,004	
Zoning	I-1	

Comments: This site sets at the SW corner of County Line Road and George Street. This is an industrial site on the east border of Bensenville.



Location	1421 Busse Road, Elk Grove Village, IL 60007
Sale Price	\$ 350,000
Sale Price PSF	\$ 13.61
Date of Sale	8/17/2023
Source	CoStar
Parcel Index Number	08-35-100-013
Document Number	2023.249.6132
Seller	Power Lube LLC
Buyer	1421 Busse LLC
Site Size	25,700 sq. ft.
Zoning	I-2

Comments: This is a sale of a vacant industrial site in a location which carries above average traffic.



Location	801 E. Algonquin Road, Arlington Heights, IL 60005
Sale Price	\$ 455,000
Sale Price PSF	\$ 11.61
Date of Sale	11/18/2024
Source	CoStar
Parcel Index Number	08-15-303-008
Document Number	2024.346.8006
Seller	Janes Shultis Trust
Buyer	801 Algonquin LLC
Site Size	38,507 sq. ft.
Zoning	M-2

Comments: This is a sale of an industrial site which has frontage on the south side of Algonquin Road. The site is east of Arlington Heights Road. This is a level lot with some interim improvements.



Location	620 – 626 County Line Rd., Bensenville, IL 60106
Sale Price	\$515,000
Sale Price PSF	\$ 5.94
Date of Sale	6/27/2024
Source	CoStar
Parcel Index Number	03-24-209-018 and -019
Document Number	40579
Seller	Favuzzi Giovanni Trust
Buyer	Zoubeidi Estates Property LLC
Site Size	83,760
Zoning	I-1

Comments: This is a two-lot sale. The -018 parcel has a small residence which was tenant occupied at the time of the sale. The -019 parcel is mostly vacant. Each site is approximately 60' wide for total frontage of 120'. This site was used for outdoor storage and the Village of Bensenville would not approve this for the next owner. The site was advertised for development with a warehouse. The site could be potentially built on as one or two sites based on minimum size and width requirements under I-1 zoning.

COMPARABLE SALES LOCATION MAP



SUMMARY OF COMPARABLE SALES

Comparable	Sale Price	Date of Sale	Square Feet	Sale Price
				Per Square Foot
1	\$380,000	11/23	42,004	\$ 9.04
2	\$ 350,000	8/23	25,700	\$ 13.61
3	\$ 455,000	11/24	38,507	\$11.61
4	\$ 515,000	6/24	83,760	\$ 5.94
Subject	N/A	3/28/2025*	23,022	N/A

^{*}Effective Date of the Report

CORRELATION OF THE DIRECT SALES COMPARISON APPROACH

In developing an estimate of market value through the Direct Sales Comparison Approach, an attempt has been made to obtain sales which are truly comparable to the subject and indicative of what typical sellers are accepting and what typical buyers are paying for properties comparable to the subject in the current local market. As a general rule, the most weight should be placed on the information that is most reliable and comparable to the subject. The number of adjustments and the amount of these adjustments which were required to compensate for differences in the subject property and the comparable sales have also been weighed.

The information used in this approach was personally inspected and verified by the appraiser and is, therefore, considered reliable. Each sale is given equal weight with regards.

Correlation Sales Comparison (Cont'd.)

to reliability.

Ownership/Interest

The comparables and the subject are all fee simple ownership and therefore, no adjustment

is necessary in this category.

Financing Terms

To the best of our knowledge, all of the comparable sales are cash or cash equivalent and

therefore no adjustment was made with respect to financing terms.

Conditions of Sale

No non-market conditions in any of the sales. All are perceived to have been "arm's length

transactions" and therefore no adjustments have been made.

Market Conditions - Time

The sales took place between 8/23 and 11/24. General market conditions for sales of

industrial sites in this area have been moderately active throughout this time period. No up

or down movement has been detected in values during this time period and therefore no

adjustment has been made to date of sale. Sales of vacant industrial sites in this location are

a limited market due to the high level of built-up land.

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Correlation Sales Comparison (Cont'd.)

Location

Industrial properties are directly affected by location relative to traffic flow and access. Each sale has been weighed with respect to locational factors which influence the selling price.

Adjustments are made to the selling price per square foot of the comparable sales.

ADJUSTMENT SUMMARY

Comparable 1	Comp. 1 is a larger lot which given the economies of scale support
	an up adjustment. An off setting down adjustment is applied for the
	corner location of this parcel. Adjustments off set. Net adjustment is
	minimal.
Comparable 2	This site is in a higher exposure location which supports a down
	adjustment.
Comparable 3	This site sets on more heavily travelled Algonquin road which
	supports a down adjustment.
Comparable 4	This is a larger industrial site which also sets in Bensenville. Given
	the effect of size on sale price per sq. ft., net adjustment is up to the
	smaller subject.

ADJUSTMENTS

Comparable	Sale Price Per Square Foot	Weighting	Adjustment Direction
1	\$ 9.04	1	Minimal
2	\$ 13.61	4	Downward
3	\$ 11.61	3	Downward
4	\$ 5.94	2	Upward

The above grid shows the selling price per square foot, how each sale has been weighed relative to similarity with the subject, and the adjustment direction. Looking at the three most heavily weighed sales, it is our opinion that, on a per square foot basis, the subject property falls in the \$8.00 to \$10.00 psf range. Using \$9.00, value computes as follows:

The estimated value of the subject property, using the Direct Sales Comparison Approach is: \$210,000

RECONCILIATION AND FINAL VALUE ESTIMATE

The stated purpose of this appraisal is to estimate the market value of fee simple interest in the subject property. This section requires a re-examination of specific data procedures and techniques within the framework of approaches used to derive preliminary estimates. Each approach included in the preceding sections of this report is considered recognized appraisal technique and was reviewed separately by comparing it to other approaches in terms of adequacy, accuracy, completion of reasoning, and overall reliability. The estimates thus concluded, which are based on available market data and applied and refined in the applicable approach produced the following figures:

Direct Sales Comparison Approach:

\$210,000

In the Direct Sales Comparison Approach, sales were broken down to a common unit of comparison which is the selling price per square foot. Some of the factors which strongly influence the selling price per square foot include location, size, topography, site shape, access, exposure, and zoning. Adjustments to the selling price per square foot were made and the sales were weighed with respect to the closest similarity to the subject. A value per square foot was then estimated for the subject and calculated as market value. This approach takes into account physical and location characteristics of the property which are main considerations to investors/ buyers of these property types.

47

Reconciliation (Cont'd)

The subject site has the greatest appeal to a user who will develop the site. The Direct Sales Comparison Approach is considered the best measure for estimating market value and has been relied on for the market value estimate.

It is our opinion that the Market Value of the subject property as of March 28, 2025, is:

\$210,000

CERTIFICATION OF VALUE

The undersigned does hereby certify that, except as otherwise noted in this appraisal report:

- 1. I have personally inspected the subject property and considered the factors affecting the value thereof.
- 2. I have no past, present or contemplated future interest in the real estate, which is the subject of this appraisal report, nor to the best of our knowledge have we provided any appraisal service for the prior three-year period unless otherwise noted.
- 3. I have no personal interest or bias with respect to the subject matter of this appraisal report or the parties involved.
- 4. My employment or compensation is not contingent upon reporting a predetermined value or upon the amount of the value estimate.
- 5. To the best of my knowledge and belief the statements of fact contained in this appraisal report, upon which the analyses, opinions and conclusions expressed herein are based, are true and correct.
- 6. This appraisal report sets forth all of the limiting conditions affecting the analysis, opinions and conclusions contained in this report.
- 7. This appraisal report has been made in conforming with and is subject to the requirements of the Code of Uniform Standards of Professional Appraisal Practice, the code of Ethics and Standards of Professional Conduct of the organizations with which the appraiser is affiliated.
- 8. No one other than the undersigned prepared the analyses, conclusions and opinions concerning real estate that are set forth in this appraisal report.
- 9. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- 10. Unless otherwise noted, no one provided significant real property assistance to the person signing this certification. If any individuals did provide significant real property appraisal assistance, they are identified here along with a summary of the assistance provided in the report.

I am of the opinion that the Market Value of the property at 340 N. Meyer Road, Bensenville, IL 60106 as of March 28, 2025, is:

\$ 210,000

Hellia Sally

William A. Falkanger, IL

#553.000285 (Exp. 9/30/2025)

PHOTO ADDENDUM



Meyer Road to the North



Front View of Site

A-APPRAISALS

444 West Northwest Highway, Barrington, IL 60010 Phone: (847) 550-1700

E-Mail: info@a-appraisals.net

QUALIFICATIONS FOR APPRAISER WILLIAM A. FALKANGER

APPRAISAL EDUCATION

Society of Real Estate Appraisers (now the Appraisal Institute)

Course 101 – Introduction to Real Estate Appraising – 1978

Course 201 – Principles of Income Property Appraising – 1980

R2 (Cse 102) – Seminar and Exam, Narrative Report Writing – 1979

Course 202 – Applied Income Property Valuation – 1983

Ethics and Professional Practice SREA - 1989

National Association of Independent Fee Appraisers

Marshall and Swift Cost Seminar – 1980

Introduction to Income Property – 1991

Uniform Standards of Professional Practice – 1991 thru 9/30/2025

ERC – Relocation Appraisal Training Program – 12/2010

USPAP – Uniform Standards of Professional Appraisal Practice – thru 9/30/2025

USPAP last completed as of 4/2024

United States Department of Housing and Urban Development Federal Housing

Administration. Examination passed 1/4/2000. (FHA Approved)

Supervisor/Trainee Seminar 12/2014

VA Approved Appraiser

MEMBERSHIPS AND DESIGNATIONS

2006 through 2018 Board of Directors Chicago Chapter – NAIFA

2019 - 2022 Board of Directors ASA Real Property Chicago

1993-94, 1994-95 NAIFA President – DuPage Chapter

I.F.A.S. # 14423 Senior Designation – National Association of

Independent Fee Appraisers

ASA Accredited Senior Appraiser - American Society of

Appraisers

Certified General Real Estate Appraiser – State of Illinois

License # 553.000285 (Expiration 9/30/25)

Illinois Coalition of Appraisal Professionals – Member

ERC – Employee Relocation Council – Member

MISCELLANEOUS

Owner and President of A-Appraisals.

Member of the Palatine Rotary Club 1998 - 2010. Paul Harris Fellowship Award.

B.S. School of Education 1977 – Southern Illinois University, Carbondale, Illinois

Expert Appraisal Witness – Testified in:

Cook County Circuit Court

Lake County Court

Lake County – Board of Review

McHenry County - Board of Review

Kane County - Board of Review

Property Tax Appeal Board – State of Illinois (PTAB)

EXPERIENCE

Appraised and analyzed a variety of real estate throughout the Chicago Metropolitan area including Cook, DuPage, Lake, Will, McHenry, and Kane Counties for purposes of estimating market value, replacement cost value, and partial interest valuation. Work experience dates from 1977 to the present.

Typical property valuations include:

Apartment buildings and complexes

Automatic car washes

Condominium and townhouse complexes

Fast food restaurants

Industrial buildings

Multi-tenant industrial buildings

Office buildings

Single family residential

Store and apartment (mixed-use) buildings

Strip centers

Vacant land

PARTIAL LIST OF CLIENTS

Cornerstone National Bank and Trust Harris Bank American Community Bank and Trust Millennium Bank, Des Plaines Barrington Bank and Trust, Barrington, IL Home State Bank American Heartland Bank and Trust North Shore Bank Prairie Community Bank CenTrust Bank, N.A.- Northbrook Associated Bank Ridgestone Bank US Bank Harvard State Bank Village of Palatine Village of Hoffman Estates Village of Lake Zurich Village of Bensenville Various Relocation Companies (ERC Member)

TYPE: Resolution	SUBMITTED BY: K. Quinn	DEPARTMENT: CED	DAT E: 4.29.25
DESCRIPTION: Resolution Approving a	Facade Improvement Grant App	olication at 1045 S York Road	
·	RTS THE FOLLOWING A PORTS THE FOLLOWING A		ALS:
	er Oriented Services	Major Business/Corp Vibrant Major Corrido	orate Center
COMMITTEE AC	TION:	DAT NA	`E:

BACKGROUND:

- 1. The Petitioner, ANAYA LLC (Armanetti Liquors), is applying for a Façade Improvement Grant to renovate the existing façade of the property at 1045 S York.
- 2. The applicant has provided a project proposal that details the removal of existing security shutters from the exterior front façade and replacing them on the inside.
- 3. Currently, security shutters on the outside of a building are not allowed in the Village of Bensenville.
- 4. The grant request is for 50% of the eligible façade elements, not to exceed the total amount of \$10,000.
- 5. The cost estimates for the improvements do not exceed the threshold of \$20,000, the maximum amount required to receive \$10,000 (50%) of the project costs.

KEY ISSUES:

The grant would be used to bring the building into compliance with the Municipal Code.

ALTERNATIVES:

Discretion of the Board

RECOMMENDATION:

Village Board Approval

BUDGET IMPACT:

ACTION REQUIRED:

Approval of Resolution Approving a Facade Improvement Grant Application at 1045 S York Road

ATTACHMENTS:

Description	<u>Upload Date</u>	<u>Type</u>
Application	4/23/2025	Backup Material
Resolution	4/23/2025	Resolution Letter
Invoice 1	4/23/2025	Backup Material
Invoice 2	4/23/2025	Backup Material
Staff Report	4/23/2025	Executive Summary

Façade Improvement Program Application:

Date: 18 08 18 2025	
Address of Proposed Project: To Remove Souries Shutter Foots . Iside	
Name of Applicant: ARMANETTT LIQUAR. [BRIJESH PATEL]	
Name of Property Owner (If Different): Heidmen propenty Munufment.	
Business Name: PRMANETTT ITQUOD.	
Business Phone: 221-717-6153 Email Address: ANATALIANOR LLC @ 94011.Co	M,
Mailing Address (If Different): 1045 5 YORK Rd, Bensemulle, 72-6010 8	
Contact Person: Brijesh Padel Home Phone:	
Year Property Purchased/Business Opened: 12/27/2023.	
Lease Terms: 15 7ean 3200 Sq. 61.	
Property Square Footage:Number of Employees:	
Projected Revenue: \$ 7.4 M \$ 1.45 M \$ 1.5 M	
(Year 1) (Year 2) (Year 3)	
DEGEIVED APR 1 n A.M. By	
Supplemental Questions:	
1. Please provide a property and/or business description: The Me ase one stop shop for All	
or the district of the property of the propert	
have an ambd	
boversurge moneted, me sale wide	

Village of Bensenville, Community and Economic Development 12 South Center Street, Bensenville, IL 60106

E

630-350-3396 kpozsgay@bensenville.il.us

2. Please describe the proposed improvements:
I have a scentify shutter, ordide of window. so.
I went to Permore that and More the front.
door smitter inside and all other window.
I wound to make Sccurity genters or scennity
box so that way I cam proted My busine
So & Please help me to . Prooted My business . se
3. What is the estimated cost of Improvements?:
As pen estimat. I have from two.
Company is Around & 4000.00 For
permove the shotten only,
A consequence of the second of
4. How will you fund your portion of improvements? (Must provide documentation supporting this):
I could be begy 50% of all cost.
5. How will this project positively impact the local Bensenville economy? (Ex: job creation, increased
sales tax, property tax, etc.):
The Stone look and feet I've a government
operation, It will be coent the Job
Low unskilled workers.
GEIVEN
PR 1 0 A.M.
C20 250 2205
Village of Bensenville, Community and Economic Development 630-350-3396 12 South Center Street, Bensenville, IL 60106 kpozsgay@bensenville.il.us
Tr Same and the sa

Stipulations:

- I. Proof of Ownership/Lease Agreement: I (we) agree to provide the Village of Bensenville with proof of ownership or a copy of an executed lease agreement.
- ii. Existing Obligations: I (we) certify that there are no defaults on mortgage, liens on the property, land contracts, lease payments, taxes or special assessments past due.
- iii. Design Compliance: I (we) acknowledge the receipt of the Façade Program Design Guidelines and the Village of Bensenville's Appearance Code, and agree to comply with the approved project design.
- iv. Proof of Insurance: I (we) agree, upon project approval, to provide the Village of Bensenville with a certificate of liability, hazard, theft, and vandalism insurance, naming the Village of Bensenville as "additional insured" for the project and covering the value of the property and cost of all improvements to be made under the Façade Improvement Program.
- v. 2-Year Commitment: I (we) agree to maintain improvements made with Façade improvement Program funds for a period of no less than two (2) years. Should improvements be removed within two (2) years of completion, the applicant must repay the Village of Bensenville the entire grant award within six (6) months of the improvements' removal.
- vi. Improvement Modification: I (we) agree that upon request, the Village of Bensenville may issue an approval for Façade Improvement Modification. This request will be considered on a case-by-case basis, and approval will be at the discretion of the Village of Bensenville.
- vii. Credit Check: I (we) agree that by signing this agreement we are providing authorization for the Village of Bensenville to run a credit check as necessary.
- viii. Legal Costs to Enforce Agreement: I (we) agree to reimburse the Village of Bensenville for reasonable attorney's fees and legal expenses incurred to enforce the terms of this and any other agreement, which may replace or supersede this one, whether or not there is a lawsuit, including attorney's fees and legal expenses for efforts to modify or vacate any automatic stay or injunction, appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I (we) also will pay any court costs, in addition to all other sums provided by law.
- ix. Indemnification: I (we) agree to defend, indemnify and hold the Village of Bensenville and their officers, agents, representatives and employees harmless of, from, and against any and all loss, claims, demands, judgments, liabilities, damages, liens, penalties, fees, fines, costs and expenses, including court costs and reasonable attorney's fees whether arising out of or relating to (a) applicant's breach or default of any covenants, duties, obligations, representations or warranties hereunder, (b) breach of any contract or agreement, (c) negligence, and any other acts or omissions of applicant, its agents and employees, contractors and/or subcontractors, (d) any injuries to person or property sustained by applicant's employees, any contractor or subcontractor's employees, or members of the general public during the repairs; (e) any subsequent injuries to any party resulting from damage caused during the project or by materials left at the property after the project, (f) violation of or failure to comply with governmental law, (g) violation of any collective bargaining agreement or employment contract, (h) any claim arising from or in any way relating to this agreement, whether or not filed directly against the Village of Bensenville.

By Village of Bensenville, Community and Economic Development

12 South Center Street, Bensenville, IL 60106

630-350-3396 kpozsgay@bensenville.ll.us

- x. Access to Project Site and Plans: I (we) agree to give Village of Bensenville staff and contractors access to the proposed project site and any or all plans associated with the project. I (we) also agree to give the Village of Bensenville access to all professional bids and/or design professionals associated with the project.
- xi. Site Plan: I (we) agree that the Village of Bensenville reserves the right to request a project site plan as needed, and in such an instance I (we) agree to provide a site plan for review.
- xii. Plat of Survey: I (we) agree, upon project approval, to provide the Village of Bensenville a Plat of Survey for review.
- xiii. Limit on Façade Program Funding: Project funding is limited to one (1) Façade Improvement Program grant per tenant.
- xiv. **Project Start Deadline:** I (we) agree to commence work on the proposed project within ninety (90) days of receiving "Notice to Proceed" from the Village of Bensenville. I (we) understand that If work does not commence within ninety (90) days, a new application must be submitted.
- xv. **Project Funding:** I (we) agree to provide proof of funding for the proposed project prior to approval of application. Proof of funding must be provided in a bank statement from the applicant's account and/or the applicant's loan approval documentation.
- xvi. Additional Information: I (we) understand and agree to provide additional information about the business, including financial statements, business projections, closing statements, evidence of funds for project, loan commitments, etc., if requested by the Village of Bensenville. I (we) understand that such information may be utilized to determine program eligibility and/or potential to remain in business if funds are allocated for the project.
- xvii. Application Amendments/Additions: It is highly recommended that the applicant complete the needed due diligence prior to submittal of the Façade Improvement Program application to ensure a proper construction budget. Amendments and additions to the application are discouraged and project overruns should be absorbed by the applicant. In rare instances and after proving hardship through the Village of Bensenville's plan review process will changes to project funding be considered.
- xviii. Applicant as Contractor: if the applicant serves as the project general contractor, or a subcontractor, the applicant's profit will not be considered as an eligible expense for the portion of the work the applicant performs as contractor.



I (we), by signature below, agree to the stipulations itemized above and certify that the information supplied in this application is, to the best of my (our) knowledge, true, accurate, and complete, and is provided for the purpose of obtaining approval to participate in the Village of Bensenville's Façade Improvement Program. I (we) understand the work to be performed will be in accordance with all Village codes, and must receive Village Board approval and that any work performed prior to city council approval will result in this Façade Improvement Program application being declared vold. I (we) agree to hold harmless, indemnify, and defend the Village of Bensenville, and their employees and agents, for any and all liabilities arising out of this application, loan, construction, or other projects, and any agreement to share costs, including but not limited to any and all lawsuits or other disputes. I understand if approved for assistance, the work to be performed will be in accordance with program procedures and the general design guidelines for the district, as well as the specific design concept and improvement plan approved for this property.

1 1-01/2025

	04 109 2005
Signature of Applicant	Date
Brijesh patel	04/09/2025
Print Name	Date
In witness thereof: Jamela Sylvester	4/9/2025
Motary	Date
OFFICIAL SEAL PAMELA J SYLVESTER Notary Public, State of Illinois Commission No. 1003588 My Commission Expires January 29, 2029	DEGEOVED APR 1 0 A.M.
my commission Expires Sanuary 29, 2029	By
If Façade Improvement Program applicant is not the owner of the application must be obtained from the property owner/propert I CERTIFY THAT I, THE UNDERSIGNED, AM THE OWNER OF PROPERTY So YORK Rd. BENCINVILLE	y manager in order to move forward.
(Address of Property to be improved)	
AND AUTHORIZE THE ASSIGNED ABOVE TO MAKE THESE IMPROPARTICIPATION IN THIS PROGRAM.	OVEMENTS AND APPLY FOR 4-2-25
Signature of Owner/Property Manager	Date
Tara Guber 4-2-25	
Print Name Date	

Please call the Village of Bensenville, Community and Economic Development to make an appointment to discuss your completed application.

Village of Bensenville, Community and Economic Development 12 South Center Street, Bensenville, IL 60106

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630-350-3396 kpozsgay@bensenville.il.us

RESOLUTION NO.

A RESOLUTION APPROVING A FAÇADE IMPROVEMENT GRANT APPLICATION FOR AN AMOUNT NOT TO EXCEED TEN THOUSAND DOLLARS (\$10,000.00) FOR PROPERTY AT 1045 SOUTH YORK ROAD, BENSENVILLE, ILLINOIS, AND APPROVING AN AGREEMENT THEREFOR

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

WHEREAS, specifically under Section 8-1-2.5 of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, the Village is authorized to appropriate and expend funds for economic development purposes, including the making of grants to commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the Village; and

WHEREAS, pursuant to Section 8-1-2.5 of the Illinois Municipal Code, the Village has adopted Ordinance No. 91-2013, An Ordinance establishing a façade program within the Village of Bensenville, codified as Section 9-2-10 of the *Bensenville Village Code*, providing for façade improvement grants for retail and commercial purposes within the Downtown and Mid-Town/Irving Park Road Corridor of the Village; and

WHEREAS, the Village has received an application ("Application") from ANAYA LLC (Armanetti Liquors) for a façade improvement grant for certain property located at 1045 South York Road, Bensenville, Illinois; and

WHEREAS, pursuant to Section 9-2-10. C. 1. and 2. of the *Bensenville Village Code*, the Community and Economic Development Department has reviewed the Application and determined that the project therein complies with applicable designs standards and other requirements of the façade improvement grant program, and, accordingly, has recommended the approval of the Application for a façade improvement grant in an amount not to exceed Ten Thousand Dollars (\$10,000.00) and subject to other conditions as set forth in the Façade Improvement Grant Agreement between the Village of Bensenville and ANAYA LLC (Armanetti Liquors) for the Property Located at 1045 South York Road, Bensenville, Illinois ("Agreement"), which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Section 9-2-10. C. 3. of the *Bensenville Village Code*, requires all façade improvement grant agreements to be approved by Resolution of the President and Board of Trustees of the Village; and

WHEREAS, the President and Board of Trustees of the Village have considered the Application, the Agreement, and the Community and Economic Development Department's recommendation, and have determined that it is in the best interests of the Village that the Application and Agreement be approved,

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

SECTION 2. The Façade Improvement Grant Application submitted by ANAYA LLC (Armanetti Liquors)is hereby approved, and the Façade Improvement Grant Agreement between the Village of Bensenville and ANAYA LLC (Armanetti Liquors) for the Property Located at 1045 South York Road, Bensenville, Illinois, in Exhibit "A," attached hereto, is hereby approved.

SECTION 3. The Village Manager is hereby authorized to execute and the Village Clerk to attest to the Agreement.

SECTION 4. All ordinances or resolutions in conflict with this Resolution are, to the extent thereof, hereby repealed.

SECTION 5. 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 29th day of April, 2025.

	APPROVED:
	Frank DeSimone, Village President
ATTEST:	
Nancy Quinn, Village Clerk	_
Ayes:	
Nays:	
Absent:	



ChicagOne

SOLD TO:

Armanetti's 1045 S. York Road Bensenville IL 60106 407-810-0628 SHIP TO:

Invoice 17617

Customer ID	Customer PO	Quote Date	Payment Terms	
16739	REMOVE SHUTTERS	10/25/2024	0	
Sales Rep	Shipping Method	Delivery Time	Delivery Time	
Darryl A. Hicks				

Messrs

Item	Description	Qty	Unit Price \$	Extend. Price \$
001	Remove Existing Shutters Amount: 1.00 PC	1.00	4,500.00	4,500.00

SECURELY REMOVE AND HAUL AWAY ALL EXISTING ROLLING SHUTTERS AT ABOVE LOCATION

DISPOSE ALL ALUNINUM MATERIAL TO RECYCLE PLANT

DISCONNECT AND SECURE ELECTRICIAL

Total	4,500.00
Sales Tax 0 %	0.00
Grand Total	0.00 4,500.00 0.00
Payment/Credit Applied	0.00
BALANCE DUE (Due on or before installation date)	4 500 00



Original Shutter Man & Construction

4804 West 129th Street | 400 W 76 ST | Alsip, Illinois 60803 (855) 665-9676 | originalshutterman@gmail.com | OriginalShutterman.com

RECIPIENT:

Brijesh Patel

1045 South York Road Bensenville, Illinois 60106

Quote #76	
Sent on	Jan 29, 2025
Total	\$4,000.00

Product/Service	Description	Qty.	Unit Price	Total
Remove Rolling Shutters	We are about proposed to remove existing Rolling Shutters off of front of stores and call them all the way to recycle	1	\$4,000.00	\$4,000.00

Total \$4,000.00

This quote is valid for the next 30 days, after which values may be subject to change.



STAFF REPORT

PROPERTY: 1045 S York Rd

PROPERTY OWNER: Heidmen Property Management

APPLICANT Armanetti Liquor SITE SIZE: 13,700 SQ FT BUILDING SIZE: 3,200 SQ FT PIN NUMBER: 03-25-100-011

ZONING: C-2 Commercial District

REQUEST: Façade Improvement Grant Application

Municipal Code Section 9 - 2 - 10

SUMMARY:

The Petitioner, Armanetti Liquor, is applying for a Façade Improvement Grant to renovate the existing façade of the property at 1045 S York. The applicant has provided a project proposal that details the removal of existing security shutters from the exterior front façade and replacing them on the inside. Currently, security shutters on the outside of a building are not allowed in the Village of Bensenville. The grant request is for 50% of the eligible façade elements, not to exceed the total amount of \$10,000. The cost estimates for the improvements do not exceed the threshold of \$20,000, the maximum amount required to receive \$10,000 (50%) of the project costs.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	C-2	Commercial	Local Commercial	Village of Bensenville
North	C-2	Commercial	Local Commercial	Village of Bensenville
South	C-2	Commercial	Local Commercial	Village of Bensenville
East	C-2	Residential	Local Commercial	Village of Bensenville
West	R-6	Multi-Family Residential	Multi-Family Residential	Village of Bensenville

DEPARTMENT COMMENTS:

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

Community & Economic Development:

Economic Development:

- 1) Facades are an important part of drawing in customers.
- 2) The Façade Improvement Program provides financial assistance to businesses and property owners seeking to make improvements to existing commercial properties.
- 3) The goal is to encourage and facilitate the enhancement of building exteriors of commercial tenants, and to improve the overall aesthetic throughout our business community.

Planning:

- 1. The 2015 Comprehensive Plan indicates "Local Commercial" for this property.
- 2. The current zoning is C-2 Commercial District.
- 3. The current use is a retail establishment, which is allowable by right within the C-2 Commercial District.
- 4. The proposed project includes renovations to the façade to remove outside security shutters, bringing it in compliance with the current code.

RECOMMENDATIONS:

Staff recommends the Approval for up to 50% costs, not to exceed the maximum amount of \$10,000, for façade improvements at 1045 S York Road.

Respectfully Submitted, Department of Community & Economic Development TYPE: SUBMITTED BY: DEPARTMENT: DATE:

Proclamation Amanda Segreti / Joe Caracci Public Works April 29, 2025

DESCRIPTION:

Proclamation Declaring May 7, 2025 Arbor Day in the Village of Bensenville

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

		Financially Sound Village	Х	Enrich the lives of Residents
Ī	Χ	Quality Customer Oriented Services		Major Business/Corporate Center
	Χ	Safe and Beautiful Village		Vibrant Major Corridors

COMMITTEE ACTION:	DATE:
N/A	N/A

BACKGROUND:

Each year the Village participates in Arbor Day activities. This year the Village will hold two ceremonies celebrating Arbor Day on Wednesday, May 7, 2024 at Tioga Elementary School (9:30 a.m.) and W.A. Johnson School (2:00 p.m.).

KEY ISSUES:

The Village's Forestry Division of Public Works has made a significant investment in our urban forest and our beautification efforts. With the development of the Comprehensive Forestry Management Plan in 2012, we have created programs that focus on revitalizing our forest.

Between 2012 and 2016, the Village removed over 1,200 ash trees infected with the Emerald Ash Borer. Since 2012, we have also planted over 2,500 trees in their place. We have focused on diversification of our parkways and now have 175 different species of trees in our program.

In 2018, we began to establish our local Village Arboretum at Redmond Park. When completed, this Arboretum will display nearly 120 species of tree in our forest along the walking path. The Arboretum provides an opportunity for our residents and guests to learn about each tree and the benefits they provide. The Arboretum was completed in 2019 and still serves as a living project.

The Village created annual maintenance programs that focus on long term care of our trees. Our annual tree trimming program allows us to trim trees within the Village on a four year cycle. Our investment in our annual tree removal program also provides an opportunity to remove those trees in poor condition.

The Village has also made a significant investment in the beautification of our open spaces. Our in-house staff has created ninety (90) different landscape beds throughout the Village that are modified each year with new colors and plantings. We have installed and landscaped six entrance signs, revitalized Huffman Park, and spruced up our downtown with new planting beds, landscaping and plantings along the train depot.

All this time and effort has led the Village to its 34th year as a Tree City USA community. None of this would be possible without the continued support of our Village Board and the hard work by our Public Works crew. I'd like to recognize the efforts of our Forestry Division at tonight's meeting.

ALTERNATIVES:

N/A

RECOMMENDATION:

N/A			
BUDGE N/A	ET IMPACT:		
ACTIO N/A	N REQUIRED:		

ATTACHMENTS:

<u>Description</u> <u>Upload Date</u> <u>Type</u>

2025 Arbor Day Proclamation 4/1/2025 Backup Material



*** OFFICIAL PROCLAMATION ***

WHEREAS	in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, <i>and</i>
WHEREAS	this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, <i>and</i>
WHEREAS	Arbor Day is now observed throughout the nation and the world, <i>and</i>
WHEREAS	trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, <i>and</i>
WHEREAS	trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, <i>and</i>
WHEREAS	trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, <i>and</i>
WHEREAS	trees — wherever they are planted — are a source of joy and spiritual renewal.
NOW, THEREFORE,	I, Frank DeSimone, Village President of the Village of Bensenville, do hereby proclaim May 7, 2025 as ARBOR DAY in the Village of Bensenville, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, <i>and</i>
FURTHER,	I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.
DATED THIS	day of,
	Village President, Frank DeSimone
	Nancy Quinn, Village Clerk



TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
<u>Ordinance</u>	Joe Caracci	Public Works	April 29, 2025

DESCRIPTION:

Ordinance Designating Certain Property as Surplus and Authorizing the Disposition of the Same

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	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:
N/A	N/A

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:

Quantity	Description	VIN / Serial Number
1	Vehicle #211 – 2008 Ford F250 Pick Up	1FTNF21588EC69484
1	Vehicle #221 – 2015 Ford F250 Super Duty Pick Up	1FTBF2B63FEA70785
1	Vehicle #229 – 1997 Chevy Step Van	1GBKP32R1V3306796
1	Vehicle #266 – 2000 John Deere Backhoe	T0410EX892737
1	Vehicle #401 – 1997 Ford E150 Van	1FTEE1427VHB23733
1	Vehicle #512 – 2015 Ford Explorer SUV	1FM5K8ARXFGA57071
1	Copier - Konica C454e	A5C0011010669
1	Copier - Konica 284e	A61G011004347
1	Copier - Konica C454e	A5C0011010656
1	Copier - Konica C364e	A5C1011016689
1	Copier - Konica C364e	A5C1011016688
1	Copier - Konica C360i	AA2J013006194
1	Copier - Konica C364e	A5C1011016678
1	Copier - Konica C364e	A5C1011016699
1	Copier - Konica 284e	A61G011004368
1	Desktop - Dell OptiPlex SFF 3080	3ZK2NH3
1	Desktop - Dell OptiPlex SFF 3080	C60HTH3
1	Desktop - Dell OptiPlex SFF 3050	FZLWGP2
1	Desktop - Dell OptiPlex SFF 3070	JTCM4Z2
1	Desktop - Dell OptiPlex 3020	6JPTM22
1	Desktop - Dell Optiplex 390	B5f4ZV1
1	Desktop - Dell Optiplex 3020	3DNDK02

1	Desktop - Dell OptiPlex 3020	H5VF842
1	Dock - Dell WD19	4CSMW43
1	Dock - Microsoft Surface Dock	1.56996E+11
1	Dock - Microsoft Surface Dock	1.57216E+11
1	Dock - Dell WD19	JH1RX43
1	Dock - Dell WD19	HQ8SX43
1	Dock - Dell WD1S	N/A
1	Dock - Dell WD19	134TX43
1	Laptop - Dell Latitude 3410	JV31403
1	Laptop - Dell Latitude 3410	D161403
1	Laptop - Dell Latitude 3420	6N77FL3
1	Laptop - Dell Latitude 3410	B951403
1	Laptop - Dell Latitude 5430	9454WT3
1	Laptop - Dell Latitude 3410	9J51403
1	Laptop - Panasonic CF-F9	CF-F9KWHZZ1M
1	Laptop - Dell Latitude 5290 2-in-1	73LF1X2
1	Monitor - Dell P1911t	CN08JCGH744451CGH6LU
1	Monitor - HP SH249	CNC829NXFV
1	Monitor - Dell P1911b	MX077NPN7426218K1L4U
1	Monitor - Dell P1911t	CN08JCGH744451CGGWSU
1	Monitor - AOC 215LM00036	12267FW
1	Monitor - Dell	CN0F4WW67426142J48KM
1	Monitor - Dell 1909Wf	CN014WW07420142346KW
1	Monitor - Dell 1909Wb	CN0Y320G7426196115VL
1	Monitor - Dell 1909Wb	CN0Y320G7426196115WL
1	Monitor - Dell SH249	CNC829NX17
1	Monitor - Acer AL 1714b	ETL180903142200FBCPQ12
1	Monitor - Dell 1908FPt	CN0FP1827161882KAAW5
1	Monitor - AOC E960S	FKDCCHA002257
1	Monitor - Dell 1908FPt	CN0FP1827161882KAAXJ
1	Monitor - Samsung S22A200B-2	ZTUXHTQC600006V
1	Monitor - Dell 1909Wb	CN0Y320G7426197D7DLLT
1	Monitor - Dell 1909Wb	MX077NPN7426218K1L5U
	Monitor - Dell 1909Wb	A5C0011023170
1	Monitor - Dell 1911b Monitor - Acer AL2016WB	81006732840
	Printer - Lexmark M3150	451444HH1C2WV
1		
1	Printer - Lexmark M3150	451444HH1C2PD
1	Printer - Lexmark XM3150	701632HH02GKV
1	Printer - Lexmark M3150	451444HH1C2PL
1	Printer - Lexmark M3150	451444HH1C2T3
1	Surface - Microsoft Surface Pro	45699284153
1	Surface - Microsoft Surface Pro	45574384153
1	Surface - Microsoft Surface Pro	53911284153
1	Surface - Microsoft Surface Pro	55304484153
1	Surface - Microsoft Surface Pro	54697484153

All equipment with be disposed of in the most economic and responsible manner.

ALTERNATIVES:

Discretion of the Village Board

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:

DescriptionUpload DateTypeORD - Surplus Equipment - April 2025 (with attachments)4/22/2025Ordinance

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:

<u>SECTION ONE:</u> 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.

<u>SECTION FOUR</u>: CONFLICTS. All prior Ordinances and Resolutions, or parts thereof in conflict or inconsistent with this Ordinance are hereby expressly repealed only to the extent

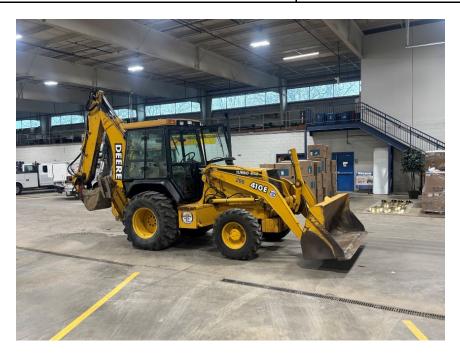
of such conflict or inconsistency.

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 April 29, 2025.

	APPROVED:
	Frank DeSimone, Village President
ATTEST:	
Nancy Quinn, Village Clerk	
AYES:	
NAYS:	
ABSENT:	

QTY	DESCRIPTION	DESCRIPTION VIN / SERIAL NUMBER	
1	Vehicle #266 – 2000 John Deere Backhoe	T0410EX892737	
	410E		



QTY	DESCRIPTION	VIN / SERIAL NUMBER
1	Vehicle #211 – 2008 Ford F250 Pick Up	1FTNF21588EC69484



QTY	DESCRIPTION	VIN / SERIAL NUMBER	
1	Vehicle #221 – 2015 Ford F250 Super Duty Pick Up	1FTBF2B63FEA70785	



QTY	DESCRIPTION	VIN / SERIAL NUMBER	
1	Vehicle #229 – 1997 Chevy Step Van	1GBKP32R1V3306796	



QTY	DESCRIPTION	VIN / SERIAL NUMBER	
1	Vehicle #401 – 1997 Ford E150 Van	1FTEE1427VHB23733	



QTY	DESCRIPTION	VIN / SERIAL NUMBER
1	Vehicle #512 – 2015 Ford Explorer SUV	1FM5K8ARXFGA57071



Quantity	Device	Make/Model	Serial Number	
1	AED	AED - Lifepak 1000	38503525	
1	AED	AED - Lifepak 1000	37680078	
1	Copier	Konica C454e	A5C0011010669	
1	Copier	Konica 284e	A61G011004347	
1	Copier	Konica C454e	A5C0011010656	
1	Copier	Konica C364e	A5C1011016689	
1	Copier	Konica C364e	A5C1011016688	
1	Copier	Konica C360i	AA2J013006194	
1	Copier	Konica C364e	A5C1011016678	
1	Copier	Konica C364e	A5C1011016699	
1	Copier	Konica 284e	A61G011004368	
1	Desktop	Dell OptiPlex SFF 3080	3ZK2NH3	
1	Desktop	Dell OptiPlex SFF 3080	C60HTH3	
1	Desktop	Dell OptiPlex SFF 3050	FZLWGP2	
1	Desktop	Dell OptiPlex SFF 3070	JTCM4Z2	
1	Desktop	Dell OptiPlex 3020	6JPTM22	
1	Desktop	Dell Optiplex 390	B5f4ZV1	
1	Desktop	Dell Optiplex 3020	3DNDK02	
1	Desktop	Dell OptiPlex 3020	H5VF842	
1	Dock	Dell WD19	4CSMW43	
1	Dock	Microsoft Surface Dock	1.56996E+11	
1	Dock	Microsoft Surface Dock	1.57216E+11	
1	Dock	Dell WD19	JH1RX43	
1	Dock	Dell WD19	HQ8SX43	
1	Dock	Dell WD1S	N/A	
1	Dock	Dell WD19	134TX43	
1	Laptop	Dell Latitude 3410	JV31403	
1	Laptop	Dell Latitude 3410	D161403	
1	Laptop	Dell Latitude 3420	6N77FL3	
1	Laptop	Dell Latitude 3410	B951403	
1	Laptop	Dell Latitude 5430	9454WT3	
1	Laptop	Dell Latitude 3410	9J51403	
1	Laptop	Panasonic CF-F9	CF-F9KWHZZ1M	
1	Laptop	Dell Latitude 5290 2-in-1	73LF1X2	
1	Monitor	Dell P1911t	CN08JCGH744451CGH6LU	
1	Monitor	HP SH249	CNC829NXFV	
1	Monitor	Dell P1911b	MX077NPN7426218K1L4U	
1	Monitor	Dell P1911t	CN08JCGH744451CGGWSU	
1	Monitor	AOC 215LM00036	12267FW	
1	Monitor	Dell	CN0F4WW67426142J48KM	
1	Monitor	Dell 1909Wf	CN0XYF7K728720AUA6DI	
1	Monitor	Dell 1909Wb	CN0Y320G7426196115VL	
1	Monitor	Dell 1909Wb	CN0Y320G7426196115WL	
1	Monitor	Dell SH249	CNC829NX17	
1	Monitor	Acer AL1714b	ETL180903142200FBCPQ12	
1	Monitor	Dell 1908FPt	CN0FP1827161882KAAW5	
1	Monitor	AOC E960S	FKDCCHA002257	

1 Monitor Dell 1908FPt CN0FP1827161882KAAXJ 1 Monitor Samsung S22A200B-2 ZTUXHTQC600006V 1 Monitor Dell 1909Wb CN0Y320G7426197D7DLLT 1 Monitor Dell 1909Wb MX077NPN7426218K1L5U 1 Monitor Dell 1911b A5C0011023170 1 Monitor Acer AL2016WB 81006732840 1 Printer Lexmark M3150 451444HH1C2WV 1 Printer Lexmark M3150 451444HH1C2PD 1 Printer Lexmark M3150 451444HH1C2PL 1 Printer Lexmark M3150 451444HH1C2T3 1 Printer Lexmark M3150 451444HH1C2T3 1 Surface Microsoft Surface Pro 45699284153 1 Surface Microsoft Surface Pro 53911284153 1 Surface Microsoft Surface Pro 55304484153 1 Surface Microsoft Surface Pro 54697484153				
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1 Monitor Dell 1909Wb MX077NPN7426218K1L5U 1 Monitor Dell 1911b A5C0011023170 1 Monitor Acer AL2016WB 81006732840 1 Printer Lexmark M3150 451444HH1C2WV 1 Printer Lexmark M3150 701632HH02GKV 1 Printer Lexmark M3150 451444HH1C2PL 1 Printer Lexmark M3150 451444HH1C2T3 1 Printer Lexmark M3150 451444HH1C2T3 1 Surface Microsoft Surface Pro 45699284153 1 Surface Microsoft Surface Pro 53911284153 1 Surface Microsoft Surface Pro 53911284153 1 Surface Microsoft Surface Pro 55304484153	1	Monitor	Samsung S22A200B-2	ZTUXHTQC600006V
1 Monitor Dell 1911b A5C0011023170 1 Monitor Acer AL2016WB 81006732840 1 Printer Lexmark M3150 451444HH1C2WV 1 Printer Lexmark M3150 451444HH1C2PD 1 Printer Lexmark M3150 701632HH02GKV 1 Printer Lexmark M3150 451444HH1C2PL 1 Printer Lexmark M3150 451444HH1C2T3 1 Surface Microsoft Surface Pro 45699284153 1 Surface Microsoft Surface Pro 45574384153 1 Surface Microsoft Surface Pro 53911284153 1 Surface Microsoft Surface Pro 55304484153	1	Monitor	Dell 1909Wb	CN0Y320G7426197D7DLLT
1 Monitor Acer AL2016WB 81006732840 1 Printer Lexmark M3150 451444HH1C2WV 1 Printer Lexmark M3150 701632HH02GKV 1 Printer Lexmark M3150 451444HH1C2PL 1 Printer Lexmark M3150 451444HH1C2T3 1 Printer Lexmark M3150 451444HH1C2T3 1 Surface Microsoft Surface Pro 45699284153 1 Surface Microsoft Surface Pro 45574384153 1 Surface Microsoft Surface Pro 53911284153 1 Surface Microsoft Surface Pro 55304484153	1	Monitor	Dell 1909Wb	MX077NPN7426218K1L5U
1 Printer Lexmark M3150 451444HH1C2WV 1 Printer Lexmark M3150 451444HH1C2PD 1 Printer Lexmark XM3150 701632HH02GKV 1 Printer Lexmark M3150 451444HH1C2PL 1 Printer Lexmark M3150 451444HH1C2T3 1 Surface Microsoft Surface Pro 45699284153 1 Surface Microsoft Surface Pro 45574384153 1 Surface Microsoft Surface Pro 53911284153 1 Surface Microsoft Surface Pro 55304484153	1	Monitor	Dell 1911b	A5C0011023170
1 Printer Lexmark M3150 451444HH1C2PD 1 Printer Lexmark XM3150 701632HH02GKV 1 Printer Lexmark M3150 451444HH1C2PL 1 Printer Lexmark M3150 451444HH1C2T3 1 Surface Microsoft Surface Pro 45699284153 1 Surface Microsoft Surface Pro 45574384153 1 Surface Microsoft Surface Pro 53911284153 1 Surface Microsoft Surface Pro 55304484153	1	Monitor	Acer AL2016WB	81006732840
1 Printer Lexmark XM3150 701632HH02GKV 1 Printer Lexmark M3150 451444HH1C2PL 1 Printer Lexmark M3150 451444HH1C2T3 1 Surface Microsoft Surface Pro 45699284153 1 Surface Microsoft Surface Pro 45574384153 1 Surface Microsoft Surface Pro 53911284153 1 Surface Microsoft Surface Pro 55304484153	1	Printer	Lexmark M3150	451444HH1C2WV
1 Printer Lexmark M3150 451444HH1C2PL 1 Printer Lexmark M3150 451444HH1C2T3 1 Surface Microsoft Surface Pro 45699284153 1 Surface Microsoft Surface Pro 45574384153 1 Surface Microsoft Surface Pro 53911284153 1 Surface Microsoft Surface Pro 55304484153	1	Printer	Lexmark M3150	451444HH1C2PD
1 Printer Lexmark M3150 451444HH1C2T3 1 Surface Microsoft Surface Pro 45699284153 1 Surface Microsoft Surface Pro 45574384153 1 Surface Microsoft Surface Pro 53911284153 1 Surface Microsoft Surface Pro 55304484153	1	Printer	Lexmark XM3150	701632HH02GKV
1 Surface Microsoft Surface Pro 45699284153 1 Surface Microsoft Surface Pro 45574384153 1 Surface Microsoft Surface Pro 53911284153 1 Surface Microsoft Surface Pro 55304484153	1	Printer	Lexmark M3150	451444HH1C2PL
1 Surface Microsoft Surface Pro 45574384153 1 Surface Microsoft Surface Pro 53911284153 1 Surface Microsoft Surface Pro 55304484153	1	Printer	Lexmark M3150	451444HH1C2T3
1 Surface Microsoft Surface Pro 53911284153 1 Surface Microsoft Surface Pro 55304484153	1	Surface	Microsoft Surface Pro	45699284153
1 Surface Microsoft Surface Pro 55304484153	1	Surface	Microsoft Surface Pro	45574384153
	1	Surface	Microsoft Surface Pro	53911284153
1 Surface Microsoft Surface Pro 54697484153	1	Surface	Microsoft Surface Pro	55304484153
	1	Surface	Microsoft Surface Pro	54697484153

TYPE:SUBMITTED BY:DEPARTMENT:DATE:OrdinanceJoe CaracciPublic WorksApril 29, 2025

DESCRIPTION:

Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Establishing the South Industrial Special Service Area in the Village of Bensenville, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
N/A	N/A

BACKGROUND:

Entry Drive, William Street, Judson Street, James Street, and Bernice Drive (to Ferrari Drive) are roadways under the jurisdictional control of the Village. Village staff have determined that these roads require immediate and significant repairs and resurfacing due to extensive damage from the large commercial vehicles that routinely use said streets while traveling to and from the South Industrial Business District.

The Village has put together a project scope that will include full reconstruction of the roadways, installation of new concrete curbs and gutters, installation of new concrete driveway aprons, installation of new and repaired concrete sidewalks, replacement of pavement subbase, installation of new reinforced concrete pavement, improvements to storm sewers, replacement of existing watermain and services, lining of the sanitary sewer mains, and replacement of street lighting for the purpose of benefiting the residents, property owners, visitors, and other members of the public who utilize the roads.

The Village has secured grant funding through the Illinois Department of Commerce and Economic Development (DCEO) in the amount of \$3 million. Funding for the remainder of the project is proposed to come from both the Village's Capital Investment Program (CIP) and a Special Service Area established within the project area. The proposed Special Service Area containing only the 53 parcels within the Subject Territory is compact, contiguous, and intended to service the Subject Territory.

KEY ISSUES:

On December 17, 2024, the Corporate Authorities adopted Ordinance No. 71-2024 proposing the establishment of the South Industrial Special Service Area (SSA). Subsequent Public Hearings have been held to inform the property owners of the process and impacts of the SSA. No objections were filed with the Village Clerk within sixty (60) days following the final adjournment of the Public Hearing objecting to the creation of the SSA or the proposed tax in the Special Service Area.

The attached Ordinance identifies the creation of the SSA as well as the limitations upon which the Village must honor.

Staff have researched the timing and cost of the project and have decided to push the bidding to later this year and start the project to early 2026. This decision was made based on anticipated cost advantages as well as minimizing the construction impacts on the businesses and residents of the area.

ALTERNATIVES:

Discretion of the Village Board

RECOMMENDATION:

Staff recommends approval of the Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Establishing the South Industrial Special Service Area in the Village of Bensenville, Illinois

BUDGET IMPACT:

The latest Project Cost Estimate (including engineering) is \$8,250,000. The intent is to split the cost 50/50 between the Village and the SSA. The Village cost would be approximately \$4,125,000. The Village secured a \$3,000,000 grant and will pay the remaining out of budgeted CIP Funds (310) / Utility CIP Funds (510). The SSA funds would be pulled out of an SSA Account once we go out to Bond.

ACTION REQUIRED:

Approval of an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Establishing the South Industrial Special Service Area in the Village of Bensenville, Illinois

ATTACHMENTS:

Description	<u>Upload Date</u>	<u>Type</u>
ORD - Establish SIBD SSA	4/23/2025	Ordinance
Location Map - SIBD SSA	4/23/2025	Backup Material

ORDINANCE NUMBER

AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS ESTABLISHING THE SOUTH INDUSTRIAL SPECIAL SERVICE AREA IN THE VILLAGE OF BENSENVILLE, ILLINOIS

WHEREAS, the Village of Bensenville, DuPage and Cook Counties, Illinois (the "Village") is a duly organized and validly existing non-home-rule municipality whereby the President and Board of Trustees of the Village (the "Corporate Authorities") are authorized to exercise certain powers and perform certain functions pursuant to Article VII, Section 7 of the 1970 Constitution of the State of Illinois (the "Illinois Constitution") and provided by the Illinois Municipal Code (65 ILCS 5/1-1-1, et seq.); and

WHEREAS, pursuant to the provisions of Section 7(6) of Article VII of the Illinois Constitution, the Village is authorized to levy or impose additional taxes upon areas within its Corporate Boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services; and

WHEREAS, pursuant to the provisions of the Illinois Special Service Area Tax Law, (35 ILCS 200/27-5, *et seq.*) and the Property Tax Code (35 ILCS 200/1-1, *et seq.*), upon exercising its power granted in Section 7(6) of Article VII of the Illinois Constitution to provide special services, the Village may establish a special service area to levy taxes in order to pay for the provision of, or incur debt in relation to, said special services within the Corporate Boundaries of the Village; and

WHEREAS, Entry Drive, William Street, Judson Street, James Street, and Bernice Drive (to Ferrari Drive) are roadways under the jurisdictional control of the Village (the "Subject Roads"), located in the DuPage County portion of the Village, serving fifty-three

(53) parcels of land (the "Subject Territory"), which are located in the R-6 Multiple-Unit Dwelling District, the C-2 Commercial District, or the I-1 Light Industrial District. The Subject Territory is depicted on Exhibit A, the common street addresses and parcel identification numbers for each of the parcels are listed on Exhibit B, and corresponding legal descriptions are contained on Exhibit C. Copies of Exhibits A, B, and C are attached hereto and made a part of this Ordinance; and

WHEREAS, Village staff has determined that the Subject Roads require immediate and significant repairs and resurfacing due to extensive damage from the large commercial vehicles that routinely use said streets while traveling to and from the Subject Territory; and

WHEREAS, necessary repairs to the Subject Roads include full reconstruction of the roadways, installation of new concrete curbs and gutters, installation of new concrete driveway aprons, installation of new and repaired concrete sidewalks, replacement of pavement subbase, installation of new reinforced concrete pavement, improvements to storm sewers, replacement of existing watermain and services, lining of the sanitary sewer mains, and replacement of street lighting (the "*Project*") for the purpose of benefiting the residents, property owners, visitors, and other members of the public who utilize the Subject Roads; and

WHEREAS, partial funding of the Project has been secured through the Illinois Department of Commerce and Economic Development ("DCEO"), but the establishment of a special service area coterminous with the Subject Territory would provide the remaining vital funding needed to complete the Project quickly and effectively; and

WHEREAS, the proposed Special Service Area containing only the 53 parcels within the Subject Territory is compact, contiguous, and intended to service the Subject Territory; and

WHEREAS, on December 17, 2024, the Corporate Authorities adopted Ordinance No. 71-2024 proposing the establishment of the South Industrial Special Service Area in the Village of Bensenville, Illinois (the "SSA") and setting a public hearing on the matter for January 28, 2025, at 6:30 p.m. (the "Public Hearing");

WHEREAS, notice of the Public Hearing, attached hereto as Exhibit D, was published not less than fifteen (15) days prior to the Public Hearing specified herein, in a newspaper of general circulation in the Village. In addition, notice was given by U.S. regular mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed special service area. This notice was mailed not less than ten (10) days prior to the time set for the Public Hearing. In the event taxes for the last preceding year were not paid, the notice was sent to the person last listed on the tax rolls prior to that year as the taxpayer of record; and

WHEREAS, on January 28, 2025, the Corporate Authorities opened the Public Hearing, which was then continued to February 25, 2025, at 6:00 p.m.; and

WHEREAS, notice of the date of the continued Public Hearing, in the same form as the initial notice contained in <u>Exhibit D</u>, was published not less than fifteen (15) days prior to the continued Public Hearing, in a newspaper of general circulation in the Village. In addition, notice of the continued Public Hearing date was given by U.S. regular mail addressed to the person or persons in whose name the general taxes for the last preceding

year were paid on each lot, block, tract or parcel of land lying within the proposed special service area. This notice was mailed not less than ten (10) days prior to the time set for the continued Public Hearing. In the event taxes for the last preceding year were not paid, the notice was sent to the person last listed on the tax rolls prior to that year as the taxpayer of record; and

WHEREAS, at the continued Public Hearing, the Corporate Authorities voted to remove four properties from the SSA that had been included in Ordinance No. 71-2024—233-303 West Grand Avenue (PIN 03-26-102-036-0000), 313 West Grand Avenue (PIN 03-26-102-035-0000), 333 West Grand Avenue (PIN 03-26-102-037-0000) and 301 Arthur Court (PIN 03-26-102-024-0000)—which are not included in the Subject Territory depicted, identified, and described on Exhibit B, and Exhibit C to this Ordinance; and

WHEREAS, all persons, including all taxpayers of record and persons owning taxable real property located within the SSA, were heard or given opportunity to be heard at the Public Hearing held at Bensenville Village Hall regarding the creation of the SSA on the Subject Territory.

WHEREAS, no objections were filed with the Village Clerk within sixty (60) days following the final adjournment of the Public Hearing objecting to the creation of the SSA or the proposed tax in the Special Service Area; and

WHEREAS, the proposed SSA containing 53 parcels within the Subject Territory is compact, contiguous, and intended to service the Subject Territory; and

WHEREAS, municipal services to be provided in the event the SSA is established are in addition to the municipal service provided to the Village as a whole and the SSA will benefit from the special municipal services to be provided; and

WHEREAS, the Corporate Authorities believe that the creation of the SSA for the purposes referenced herein furthers the public health, welfare, and safety, and is in the best interests of the Village and its residents.

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

SECTION 1. INCORPORATION OF PREAMBLES. The Corporate Authorities hereby find that the recitals and legislative findings contained in the preambles are true and correct, and are hereby incorporated herein and made a part hereof, as if fully set forth in this Section 1 in their entirety.

SECTION 2. ESTABLISHMENT OF SSA. As it is in the public interest, the South Industrial Special Service Area is hereby established as a special service area for the purposes set forth herein and consisting of the Subject Territory depicted in the map attached hereto as Exhibit A, containing the addresses and Property Index Numbers stated in Exhibit B, and legally described in Exhibit C.

SECTION 3. PURPOSE. The Subject Territory will benefit specifically from the municipal services to be provided and that such services are unique and in addition to those municipal services provided to the Village as a whole, and in the best interests of the South Industrial Special Service Area. The Village's issuance of bonds and levy of special taxes against said Subject Territory shall be to provide a mechanism for payment of any and all costs of necessary repairs to the Subject Roads including full reconstruction of the

roadways, installation of new curb and gutters, installation of new concrete driveway aprons, installation of new and repaired concrete sidewalks, replacement of pavement subbase, installation of new reinforced concrete pavement, improvements to storm sewers, replacement of existing watermain and services, lining of the sanitary sewer mains, and replacement of street lighting (the "Special Services") for the purpose of benefiting the residents, property owners, visitors, and other members of the public who utilize the Subject Roads.

SECTION 4. BONDS. To pay for the Special Services to be provided within the SSA, the Village, by separate ordinance, shall issue a maximum of five million dollars (\$5,000,000) in Alternative Revenue Bonds with a General Obligation backing, Series 2025B (the "SSA Bonds"). The SSA Bonds will be retired within a maximum of twenty (20) years and will bear a maximum interest rate of seven percent (7.0%).

SECTION 5. TAX. The SSA Bonds shall be repaid through the levy of a direct annual tax, by separate ordinance, on each parcel of property in the SSA, which in the initial year shall not exceed \$22.27 for every \$100.00 of equalized assessed value for commercial and industrial properties and shall not exceed \$22.98 for every \$100.00 of equalized assessed value for residential properties, and which the maximum rate of such taxes to be extended in any year within the SSA shall not exceed \$22.27 for every \$100.00 of equalized assessed value for commercial and industrial properties, and shall not exceed \$22.98 for every \$100.00 of equalized assessed value for residential properties, to pay the annual cost of providing such Special Services that shall be in addition to all other taxes permitted by law. The proposed tax would be levied only for the number of years necessary to pay off the SSA Bonds.

SECTION 6. RECORDING. The Village Clerk shall file within 60 days of the adoption of this Ordinance, a certified copy of this Ordinance with the DuPage County Clerk and the DuPage County Recorder's Office.

SECTION 7. SEVERABILITY. If any section, paragraph, clause, or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

SECTION 8. REPEALER. All ordinances, resolutions, motions, or orders, or parts thereof, which conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

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

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PASSED AND APPROVED by the Presi	ident and Board of Trustees of the Village
of Bensenville, DuPage and Cook Counties, Illin	ois, this day of April 2025,
pursuant to a roll call vote, as follows:	
	APPROVED:
	Frank DeSimone, Village President
ATTEST:	
Nancy Quinn, Village Clerk	
AYES:	
NAYES:	
ARSENT:	

Exhibit A

Map of Subject Territory

Subject Territory in Light Blue



Exhibit B

Addresses and Property Identification Numbers of Parcels within Subject Territory

Parcel No.	<u>Address</u>	PIN
1	133 BERNICE DR, BENSENVILLE, IL 60106	03-26-201-022
2	1001 ENTRY DR, BENSENVILLE, IL 60106	03-26-201-013
3	1035 ENTRY DR, BENSENVILLE, IL 60106	03-26-201-018
4	1040 ENTRY DR, BENSENVILLE, IL 60106	03-26-200-005
5	1045 ENTRY DR, BENSENVILLE, IL 60106	03-26-201-019
6	1077 ENTRY DR, BENSENVILLE, IL 60106	03-26-201-020
7	1100 ENTRY DR, BENSENVILLE, IL 60106	03-26-208-006
8	1117 ENTRY DR, BENSENVILLE, IL 60106	03-26-201-021
9	133 W GRAND AVE, BENSENVILLE, IL 60106	03-26-204-023
10	201 W GRAND AVE, BENSENVILLE, IL 60106	03-26-208-010
11	205 W GRAND AVE, BENSENVILLE, IL 60106	03-26-208-009
12	201 JAMES ST, BENSENVILLE, IL 60106	03-26-200-008
13	221 JAMES ST, BENSENVILLE, IL 60106	03-26-200-007
14	222 JAMES ST, BENSENVILLE, IL 60106	03-26-208-005
15	225 JAMES ST, BENSENVILLE, IL 60106	03-26-200-011
16	227 JAMES ST, BENSENVILLE, IL 60106	03-26-200-010
17	230 JAMES ST, BENSENVILLE, IL 60106	03-26-208-013
18	240 JAMES ST, BENSENVILLE, IL 60106	03-26-208-015
19	1000 JUDSON ST, UNIT GA, BENSENVILLE, IL 60106	03-26-108-001
20	1000 JUDSON ST, UNIT GB, BENSENVILLE, IL 60106	03-26-108-004
21	1000 JUDSON ST, UNIT 1A, BENSENVILLE, IL 60106	03-26-108-002
22	1000 JUDSON ST, UNIT 1B, BENSENVILLE, IL 60106	03-26-108-005
23	1000 JUDSON ST, UNIT 2A, BENSENVILLE, IL 60106	03-26-108-003
24	1000 JUDSON ST, UNIT 2B, BENSENVILLE, IL 60106	03-26-108-006
25	1010 JUDSON ST, UNIT GA, BENSENVILLE, IL 60106	03-26-108-007
26	1010 JUDSON ST, UNIT GB, BENSENVILLE, IL 60106	03-26-108-010
27	1010 JUDSON ST, UNIT 1A, BENSENVILLE, IL 60106	03-26-108-008
28	1010 JUDSON ST, UNIT 1B, BENSENVILLE, IL 60106	03-26-108-011
29	1010 JUDSON ST, UNIT 2A, BENSENVILLE, IL 60106	03-26-108-009
30	1010 JUDSON ST, UNIT 2B, BENSENVILLE, IL 60106	03-26-108-012
31	1020 JUDSON ST, BENSENVILLE, IL 60106	03-26-102-008
32	1030 JUDSON ST, BENSENVILLE, IL 60106	03-26-102-009
33	1040 JUDSON ST, BENSENVILLE, IL 60106	03-26-102-010
34	1050 JUDSON ST, BENSENVILLE, IL 60106	03-26-102-011
35	1051 JUDSON ST, BENSENVILLE, IL 60106	03-26-200-015

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36	1060 JUDSON ST, BENSENVILLE, IL 60106	03-26-102-012
37	1070 JUDSON ST, BENSENVILLE, IL 60106	03-26-102-013
38	1071 JUDSON ST, BENSENVILLE, IL 60106	03-26-200-009
39	1080 JUDSON ST, BENSENVILLE, IL 60106	03-26-102-014
40	1090 JUDSON ST, BENSENVILLE, IL 60106	03-26-102-015
41	1100 JUDSON ST, BENSENVILLE, IL 60106	03-26-102-016
42	1110 JUDSON ST, BENSENVILLE, IL 60106	03-26-102-017
43	1120 JUDSON ST, BENSENVILLE, IL 60106	03-26-102-018
44	201 WILLIAM ST, BENSENVILLE, IL 60106	03-26-201-024
45	215 WILLIAM ST, BENSENVILLE, IL 60106	03-26-201-030
46	219 WILLIAM ST, BENSENVILLE, IL 60106	03-26-201-034
47	221 WILLIAM ST, BENSENVILLE, IL 60106	03-26-201-033
48	222 WILLIAM ST, BENSENVILLE, IL 60106	03-26-200-014
49	225 WILLIAM ST, BENSENVILLE, IL 60106	03-26-201-031
50	226 WILLIAM ST, BENSENVILLE, IL 60106	03-26-200-013
51	230 WILLIAM ST, BENSENVILLE, IL 60106	03-26-200-016
52	233 WILLIAM ST, BENSENVILLE, IL 60106	03-26-201-035
53	245 WILLIAM ST, BENSENVILLE, IL 60106	03-26-201-025

Exhibit C

Legal Descriptions of Parcels within Subject Territory

PARCEL 1

PIN: 03-26-201-023

Address: 133 W. Bernice Dr., Bensenville, IL 60106

THE SOUTH 200 FEET (EXCEPT THE WEST 183 FEET THEREOF) OF LOT 2 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2

PIN: 03-26-201-013

Address: 1001 Entry Dr., Bensenville, IL 60106

LOT 1 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3

PIN: 03-26-201-018

Address: 1035 Entry Dr., Bensenville, IL 60106

LOT 2 (EXCEPT THE SOUTH 588.18 FEET THEREOF) IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4

PIN: 03-26-200-005

Address: 1040 Entry Dr., Bensenville, IL 60106

THE EASTERLY 200.00 FEET, AS MEASURED ON THE SOUTH LINE OF LOT 7 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PIN: 03-2603-26-201-019

Address: 1045 Entry Dr., Bensenville, IL 60106

THE SOUTH 588.2 FEET EXCLUDING THE SOUTH 400 FEET THEREOF OF LOT 2 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 6

PIN: 03-26-201-020

Address: 1077 Entry Dr., Bensenville, IL 60106

THE SOUTH 400.0 FEET (EXCEPT THE SOUTH 200.0 FEET THEREOF) OF LOT 2 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033 IN DUPAGE COUNTY, ILLINOIS.

PARCEL 7

PIN: 03-26-208-006

Address: 1100 Entry Dr., Bensenville, IL 60106

THE EAST 200.0 FEET, AS MEASURED ON THE SOUTH LINE THEREOF OF LOT 9 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE COUNTY OF DUPAGE IN THE STATE OF ILLINOIS.

PARCEL 8

PIN: 03-26-201-021

Address: 1117 Entry Dr., Bensenville, IL 60106

THE WEST 183.0 FEET OF THE SOUTH 200.0 FEET OF LOT 2 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH ½ OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY ILLINOIS.

PIN: 03-26-204-023

Address: 133 W. Grand Ave., Bensenville, IL 60106

LOT 3 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 10

PIN: 03-26-208-010

Address: 201 W. Grand Ave., Bensenville, IL 60106

THE EASTERLY 165 FEET AS MEASURED ON THE NORTH LINE (EXCEPT THE NORTH 65 FEET) OF LOT 4 OF WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977, AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 11

PIN: 03-26-208-009

Address: 205 W. Grand Ave., Bensenville, IL 60106

THE EASTERLY 414.0 FEET AS MEASURED ON THE NORTH LINE (EXCLUDING THAT PARCEL DESCRIBED AS THE EASTERLY 165.0 FEET AS MEASURED ON THE NORTH LINE EXCEPT THE NORTH 65.0 FEET) OF LOT 4 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 12

PIN: 03-26-200-008

Address: 201 James St., Bensenville, IL 60106

THE EASTERLY 200.00 FEET, AS MEASURED ON THE NORTH LINE, OF LOT 8 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PIN: 03-26-200-007

Address: 221 James St., Bensenville, IL 60106

THE EASTERLY 310.0 FEET, (EXCEPT THE EASTERLY 200.0 FEET), BOTH AS MEASURED ON THE NORTH LINE OF LOT 8 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033 IN DUPAGE COUNTY, ILLINOIS.

PARCEL 14

PIN: 03-26-208-005

Address: 222 James St., Bensenville, IL 60106

THE EASTERLY 445 FEET (EXCEPT THE EASTERLY 200 FEET) BOTH AS MEASURED ON THE SOUTH LINE OF LOT 9 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977, AS DOC R77-102033 IN DUPAGE COUNTY, ILLINOIS.

PARCEL 15

PIN: 03-26-200-011

Address: 225 James St., Bensenville, IL 60106

THE EASTERLY 420 FEET (EXCEPT THE EASTERLY 310 FEET THEREOF) AS MEASURED ON NORTH LINE OF LOT 8) IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 16

PIN: 03-26-200-010

Address: 227 James St., Bensenville, IL 60106

THE EASTERLY 530.00 FEET, EXCEPT FOR THE EASTERLY 420.00 FEET THEREOF, BOTH AS MEASURED ON THE NORTH LINE OF LOT 8 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977, AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PIN: 03-26-208-013

Address: 230 James St., Bensenville, IL 60106

THE EASTERLY 615.00 FEET, EXCEPT THE EASTERLY 445.00 FEET, THEREOF BOTH AS MEASURED ON THE SOUTH LINE, OF LOT 9 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977, AS DOCUMENT NUMBER R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 18

PIN: 03-26-208-015

Address: 240 James St., Bensenville, IL 60106

PARCEL 1: LOT 9, EXCEPT THE EASTERLY 735.00 FEET, AS MEASURED ON THE SOUTH LINE, IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE EASTERLY 735 FEET, EXCEPT THE EASTERLY 615.00 FEET THEREOF, BOTH AS MEASURED ON THE SOUTH LINE OF LOT 9 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 19

PIN: 03-26-108-001

Address: 1000 Judson Street, Unit GA, Bensenville, IL 60106

UNIT 1000-GA IN TUDOR ON THE GREENS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 5 OF WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT R82-09252, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL TWO:

EASEMENT FOR THE BENEFIT OF PARCEL ONE CREATED BY A DEED DATED SEPTEMBER 3, 1982 AND RECORDED ON SEPTEMBER 20, 1982 AS DOCUMENT R82-42916, FROM FERRARI BUILDERS, INC., TO RICHARD M. REGOLE, FOR INGRESS AND EGRESS ACCORDING TO TERMS OF A DECLARATION DATED JULY 21, 1978 AND RECORDED ON JULY 28,1978 AS DOCUMENT R78-69859, OVER AND ACROSS THE FOLLOWING DESCRIBED LAND: THAT PART OF LOT 5 DESCRIBED AS BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT, 302.09 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT AND RUNNING THENCE SOUTH ON SAID EAST LINE, 33.94 FEET; THENCE NORTHWEST, 65.05 FEET ON A LINE THAT FORMS AN ANGLE OF 135 DEGREES WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE; THENCE NORTH PARALLEL WITH SAID EAST LINE, 126 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT, 110 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE, 18.52 FEET; THENCE WEST PARALLEL WITH SAID NORTH LINE, 15 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE, 75 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE, 15 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE, 32.48 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE, 134 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE, 139.97 FEET; THENCE SOUTHEASTERLY 31.11 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART LYING IN PARCEL ONE) IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7. 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 20

PIN: 03-26-108-004

Address: 1000 Judson Street, Unit GB, Bensenville, IL 60106

UNIT 1000-GB IN TUDOR ON THE GREENS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 5 OF WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT R82-09252, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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INGRESS AND EGRESS ACCORDING TO TERMS OF A DECLARATION DATED JULY 21, 1978 AND RECORDED ON JULY 28,1978 AS DOCUMENT R78-69859, OVER AND ACROSS THE FOLLOWING DESCRIBED LAND: THAT PART OF LOT 5 DESCRIBED AS BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT, 302.09 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT AND RUNNING THENCE SOUTH ON SAID EAST LINE, 33.94 FEET; THENCE NORTHWEST, 65.05 FEET ON A LINE THAT FORMS AN ANGLE OF 135 DEGREES WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE; THENCE NORTH PARALLEL WITH SAID EAST LINE, 126 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT, 110 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE, 18.52 FEET; THENCE WEST PARALLEL WITH SAID NORTH LINE, 15 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE, 75 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE, 15 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE, 32.48 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE, 134 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE, 139.97 FEET; THENCE SOUTHEASTERLY 31.11 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART LYING IN PARCEL ONE) IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 21

PIN: 03-26-108-002

Address: 1000 Judson Street, Unit 1A, Bensenville, IL 60106

PARCEL 1: UNIT 1000-1A TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN TUDOR ON THE GREENE CONDOMINIUM AS DELINEATED AND DEFINED) IN THE DECLARATION RECORDED AS DOCUMENT NO. R82-9252, IN THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN THE DOCUMENT RECORDED AS R78-69585, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 22

PIN: 03-26-108-005

Address: 1000 Judson Street, Unit 1B, Bensenville, IL 60106

PARCEL 1: UNIT 1000-1B TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN TUDOR ON THE GREENE CONDOMINIUM AS DELINEATED AND DEFINED) IN THE DECLARATION RECORDED AS DOCUMENT NO. R82-9252, IN THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN THE DOCUMENT RECORDED AS R78-69585, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 23

PIN: 03-26-108-003

Address: 1000 Judson Street, Unit 2A, Bensenville, IL 60106

PARCEL 1: UNIT 1000-2A TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN TUDOR ON THE GREENE CONDOMINIUM AS DELINEATED AND DEFINED) IN THE DECLARATION RECORDED AS DOCUMENT NO. R82-9252, IN THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN THE DOCUMENT RECORDED AS R78-69585, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 24

PIN: 03-26-108-006

Address: 1000 Judson Street, Unit 2B, Bensenville, IL 60106

PARCEL 1: UNIT 1000-2B TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN TUDOR ON THE GREENE CONDOMINIUM AS DELINEATED AND DEFINED) IN THE DECLARATION RECORDED AS DOCUMENT NO. R82-9252, IN THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN THE DOCUMENT RECORDED AS R78-69585, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 25

PIN: 03-26-108-007

Address: 1010 Judson Street, Unit GA, Bensenville, IL 60106

PARCEL ONE: UNIT 1010-GA IN TUDOR ON THE GREENS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 5 OF WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7,1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT R82-09252, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN DUPAGE COUNTY, ILLINOIS.

PARCEL TWO: EASEMENT FOR THE BENEFIT OF PARCEL ONE FOR INGRESS AND EGRESS ACCORDING TO TERMS OF A DECLARATION DATED JULY 21, 1978 AND RECORDED JULY 28, 1978 AS DOCUMENT R78.69859, OVER AND ACROSS THE FOLLOWING DESCRIBED LAND: THAT PART OF LOT 5 DESCRIBED AS BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT, 302.09 FEET SOUTH OF THE NORTH EAST COMER OF SAID LOT AND RUNNING, IN DUPAGE COUNTY, ILLINOIS. THENCE SOUTH ON SAID EAST LINE, 33.94 FEET; THENCE NORTH WEST. 65.05 FEET ON A LINE THAT FORMS AN ANGLE OF 135 DEGREES WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE; THENCE NORTH PARALLEL WITH SAID EAST LINE. 126 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT. 110 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE. 18.52 FEET; THENCE WEST PARALLEL WITH SAID NORTH LINE. 15 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE. 75 FEET: THENCE EAST PARALLEL WITH SAID NORTH LINE. 15 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE. 32.48 FEET: THENCE EAST PARALLEL WITH SAID NORTH LINE. 134 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE, 139.97 FEET; THENCE SOUTHEASTERLY 31.11 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART LYING IN PARCEL ONE) IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY. ILLINOIS.

PARCEL 26

PIN: 03-26-108-010

Address: 1010 Judson Street, Unit GB, Bensenville, IL 60106

PARCEL 1: UNIT 1010-GB TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN TUDOR ON THE GREENS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. R82-9252, IN THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN THE DOCUMENT RECORDED AS R78-69859, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 27

PIN: 03-26-108-008

Address: 1010 Judson Street, Unit 1A, Bensenville, IL 60106

PARCEL 1: UNIT 1010-1A IN TUDOR ON THE GREENS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 5 OF WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT R82-09252, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCELL CREATED BY DEED DATED MAY 4, 1992 AND RECORDED MAY 20, 1982 AS DOCUMENT NUMBER R82-20273.

PARCEL 28

PIN: 03-26-108-011

Address: 1010 Judson Street, Unit 1B, Bensenville, IL 60106

PARCEL 1: UNIT 1010-1B IN TUDOR ON THE GREENS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 5 OF WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT R82-09252, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCELL CREATED BY DEED DATED MAY 4, 1992 AND RECORDED MAY 20, 1982 AS DOCUMENT NUMBER R82-20273.

PARCEL 29

PIN: 03-26-108-009

Address: 1010 Judson Street, Unit 2A, Bensenville, IL 60106

PARCEL 1: UNIT 1010-2A TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN TUDOR ON THE GREENS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. R82-9252, IN PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED BY DEED DATED JUNE 14, 1982 AND RECORDED ON JULY 14, 1982 AS DOCUMENT R82-39823, FROM FERRARI BUILDINGS, INC., TO RICHARD M. FERRARI FOR INGRESS AND EGRESS ACCORDING TO THE TERMS OF A DECLARATION DATED JULY 21, 1978 AND RECORDED ON JULY 28,1978 AS DOCUMENT R78-69859, OVER AND ACROSS THE FOLLOWING DESCRIBED LAND: THAT PART OF LOT 5 DESCRIBED AS BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 302.09 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT AND RUNNING THENCE SOUTH ON SAID EAST LINE, 33.94 FEET; THENCE NORTHWEST 65.05 FEET ON A LINE THAT FORMS AN ANGLE OF 135 DEGREES WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE; THENCE NORTH PARALLEL WITH SAID EAST LINE 126 FEET; THENCE WEST PARALLEL WITH THE NORTH. LINE OF SAID LOT. 110 FEET: THENCE SOUTH PARALLEL WITH SAID EAST LINE, 18.52 FEET; THENCE WEST PARALLEL WITH SAID NORTH LINE. 15 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE, 75 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE; 15 FEET: THENCE SOUTH PARALLEL WITH SAID EAST LINE, 32.48 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE, 134 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE, 139.97 FEET; THENCE SOUTHEASTERLY 31.11 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART LYING IN PARCEL 1) IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11; EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7,1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 30

PIN: 03-26-108-012

Address: 1010 Judson Street, Unit 2B, Bensenville, IL 60106

PARCEL ONE: UNIT 1010-2B IN TUDOR ON THE GREENS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 5 OF WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT R82-09252, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL TWO: EASEMENT FOR THE BENEFIT OF PARCEL ONE CREATED BY A DEED DATED APRIL 29, 1982 AND RECORDED ON JUNE 9, 1982 AS DOCUMENT R82-23649, FROM FERRARI BUILDERS, INC. TO DORIS M. TAYLOR FOR INGRESS AND EGRESS ACCORDING TO TERMS OF A DECLARATION DATED JULY 21, 1978 AND RECORDED ON JULY 21, 1978 AS DOCUMENT R78 -69859, OVER AND ACROSS THE FOLLOWING DESCRIBED LAND: THAT PART OF LOT 5 DESCRIBED AS BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT, 302.09 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT AND RUNNING THENCE SOUTH ON SAID EAST LINE, 33.94 FEET; THENCE NORTHWEST, 65.05 FEET ON A LINE THAT FORMS AN ANGLE OF 135 DEGREES WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE: THENCE NORTH PARALLEL WITH SAID EAST LINE, 126 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT, 110 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE, 18.52 FEET; THENCE WEST PARALLEL WITH SAID NORTH LINE. 15 FEET: THENCE NORTH PARALLEL WITH SAID EAST LINE, 75 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE, 15 FEET: THENCE SOUTH PARALLEL WITH SAID EAST LINE. 32.48 FEET: THENCE EAST PARALLEL WITH SAID NORTH LINE, 134 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE, 139 .97 FEET; THENCE SOUTHEASTERLY 31.11 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART LYING IN PARCEL ONE) IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26. TOWNSHIP 40 NORTH. RANGE 11. EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7. 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCELS 19-30

PINs: 03-26-108-001 to 03-26-108-012

Address: 1000 and 1010 Judson St., Bensenville, IL 60106

IN ADDITION TO THE LEGAL DESCRIPTIONS FOR THE INDIVIDUAL CONDO UNITS, THE ENTIRE TUDOR ON THE GREEN PARCEL IS DESCRIBED AS FOLLOWS:

TRACT 1: THE WEST HALF (EXCEPT THE SOUTH 983.0 FEET, AS MEASURED ON THE EAST AND WEST LINES THEREOF) OF LOT 5 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

TRACT 2: EASEMENTS APPURTENANT TO TRACT 1, FOR INGRESS AND EGRESS, UTILITIES AND WALKS AS SET FORTH IN DECLARATION OF EASEMENT RECORDED JULY 28, 1978 AS DOCUMENT R78-69859, IN DUPAGE COUNTY, ILLINOIS.

TRACT 1: THE EAST HALF (EXCEPT THE SOUTH 983.0 FEET, AS MEASURED ON THE EAST AND WEST LINES THEREOF) OF LOT 5 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

TRACT 2: EASEMENTS APPURTENANT TO TRACT 1, FOR INGRRESS AND EGRESS, UTILITIES AND WALKS AS SET FORTH IN DECLARATION OF EASEMENT RECORDED JULY 28, 1978 AS DOCUMENT R78-69859, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 31

PIN: 03-26-102-008

Address: 1020 Judson St., Bensenville, IL 60106

TRACT 1:

THE NORTH 95.0 FEET OF THE SOUTH 983.0 FEET, BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF, OF LOT 5 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

TRACT 2:

EASEMENTS APPURTENANT TO TRACT 1, FOR INGRESS AND EGRESS AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED JULY 28, 1978 AS DOCUMENT R78-69859, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 32

PIN: 03-26-102-009

Address: 1030 Judson St., Bensenville, IL 60106

TRACT 1: THE NORTH 88.8 FEET OF THE SOUTH 888.0 FEET BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF, OF LOT FIVE (5) IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF (N-1/2) OF SECTION TWENTY-SIX (26), TOWNSHIP FORTY (40) NORTH, RANGE ELEVEN (11), EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

TRACT 2: EASEMENTS APPURTENANT TO TRACT 1, FOR INGRESS AND EGRESS AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED JULY 28, 1978 AS DOCUMENT R78-69859, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 33

PIN: 03-26-102-010

Address: 1040 Judson St., Bensenville, IL 60106

TRACT 1: THE NORTH 88.8 FEET OF THE SOUTH 799.2 FEET BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF OF LOT 5 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

TRACT 2: EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED JULY 28, 1978 AS DOCUMENT R78-69869, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 34

PIN: 03-26-102-011

Address: 1050 Judson St., Bensenville, IL 60106

THE NORTH 88.8 FEET OF THE SOUTH 710.4 FEET, BOTH MEASURED ON THE EAST AND WEST LINES THEREOF OF LOT 5 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED

NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 35

PIN: 03-26-200-015

Address: 1051 Judson St., Bensenville, IL 60106

LOT 7 (EXCEPT THE EASTERLY 560 FEET AS MEASURED ON THE SOUTH LINE THEREOF) IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT NUMBER R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 36

PIN: 03-26-102-012

Address: 1060 Judson St., Bensenville, IL 60106

TRACT 1: THE NORTH 88.8 FEET OF THE SOUTH 621.6 FEET, BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF, OF LOT 5 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT NUMBER R77-102033, IN DUPAGE COUNTY, ILLINOIS.

TRACT 2: EASEMENTS APPURTENANT TO TRACT 1 FOR INGRESS AND EGRESS AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED JULY 28,1978 AS DOCUMENT R78-69859 IN DUPAGE COUNTY, ILLINOIS.

PARCEL 37

PIN: 03-26-102-013

Address: 1070 Judson St., Bensenville, IL 60106

TRACT 1: THE NORTH 88.8 FEET OF THE SOUTH 532.8 FEET BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF OF LOT 5 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

TRACT 2: EASEMENTS APPURTENANT TO TRACT 1, FOR INGRESS AND EGRESS AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED JULY 28, 1978 AS DOCUMENT R78-69859, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 38

PIN: 03-26-200-009

Address: 1071 Judson St., Bensenville, IL 60106

LOT 8 (EXCEPT THE EASTERLY 530.00 FEET, AS MEASURED ON THE NORTH LINE THEREOF) IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 39

PIN: 03-26-102-014

Address: 1080 Judson St., Bensenville, IL 60106

PARCEL 1: THE NORTH 88.8 FEET OF THE SOUTH 444.0 FEET, BOTH AS MEASURED ON EAST AND WEST LINES THEREOF, OF LOT 5 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT NO. R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO PARCEL 1, FOR INGRESS AND EGRESS AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED JULY 28, 1978 AS DOCUMENT NO. R78-69869 IN DUPAGE COUNTY, ILLINOIS.

PARCEL 40

PIN: 03-26-102-015

Address: 1090 Judson St., Bensenville, IL 60106

TRACT 1: OF THE NORTH 88.8 FEET OF THE SOUTH 355.2 FEET, BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF, OF LOT 5 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

TRACT 2: EASEMENTS APPURTENANT TO TRACT 1, FOR INGRESS AND EGRESS, UTILITIES AND WALKS AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED JULY 28, 1978 AS DOCUMENT R78-69859 IN DUPAGE COUNTY, ILLINOIS.

PARCEL 41

PIN: 03-26-102-016

Address: 1100 Judson St., Bensenville, IL 60106

PARCEL 1:

THE NORTH 88.8 FEET OF THE SOUTH 266.4 FEET BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF OF LOT 5 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033 IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO PARCEL 1, FOR INGRESS AND EGRESS AS SET FORTH IN DECLARATION OF EASEMENTS, RECORDED JULY 28, 1978 AS DOCUMENT R78-69859, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 42

PIN: 03-26-102-017

Address: 1110 Judson St., Bensenville, IL 60106

TRACT 1: THE NORTH 88.8 FEET OF THE SOUTH 171.60 FEET, BOTH AS MEASURED ON THE EAST AND WEST LINE THEREOF, OF LOT FIVE (5) IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF (N-1/2) OF SECTION TWENTY-SIX (26), TOWNSHIP FORTY (40) NORTH, RANGE ELEVEN (11), EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DU PAGE COUNTY, ILLINOIS.

TRACT 2: EASEMENTS APPURTENANT TO TRACT ONE (1), FOR INGRESS AND EGRESS AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED JULY 28, 1978 AS DOCUMENT R78-69869, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 43

PIN: 03-26-102-018

Address: 1120 Judson St., Bensenville, IL 60106

TRACT 1: BEING THE SOUTH 88.8 FEET MEASURED ON THE EAST AND WEST LINES THEREOF OF LOT 5 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77- 102033, IN DUPAGE COUNTY, ILLINOIS.

TRACT 2: BEING EASEMENTS APPURTENANT TO TRACT 1, FOR INGRESS AND EGRESS, UTILITIES AND WALKS AS SET FORTH IN DECLARATION OF

EASEMENTS RECORDED JULY 28, 1978 AS DOCUMENT R78-69859, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 44

PIN: 03-26-201-024

Address: 201 William St., Bensenville, IL 60106

THE EAST 169.64 FEET, AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF, OF LOT 6 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 45

PIN: 03-26-201-030

Address: 215 William St., Bensenville, IL 60106

THE EAST 284.64 FEET (EXCEPT THE EAST 169.64 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF) OF LOT 6 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7,1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 46

PIN: 03-26-201-034

Address: 219 William St., Bensenville, IL 60106

THE EASTERLY 364.64 FEET (EXCEPT THE EASTERLY 284.64 FEET THEREOF) AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF OF LOT 6 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 47

PIN: 03-26-201-033

Address: 221 William St., Bensenville, IL 60106

THE EASTERLY 444.94 FEET (EXCEPT THE EASTERLY 364.64 FEET THEREOF) AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF OF LOT 6 IN

WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT NUMBER R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 48

PIN: 03-26-200-014

Address: 222 William St., Bensenville, IL 60106

THE WESTERLY 120.0 FEET OF THE EASTERLY 320.0 FEET AS MEASURED ON THE SOUTH LINE THEREOF, OF LOT 7 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY. ILLINOIS.

PARCEL 49

PIN: 03-26-201-031

Address: 225 William St., Bensenville, IL 60106

THE EAST 579.94 FEET (EXCEPT THE EAST 444.9 FEET THEREOF) AS MEASURED ON THE NORTH AND SOUTH LINES OF LOT 6 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH ONE HALF (1/2) OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 50

PIN: 03-26-200-013

Address: 226 William St., Bensenville, IL 60106

THE WESTERLY 120.00 FEET OF THE EASTERLY 440.00 FEET (AS MEASURED ALONG THE SOUTH LINE) OF LOT 7 IN WHITE PIES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE II, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT NUMBER R77-102033, 10 DUPAGE COUNTY, ILLINOIS.

PARCEL 51

PIN: 03-26-200-016

Address: 230 William St., Bensenville, IL 60106

THE WESTERLY 120 FEET OF THE EASTERLY 560 FEET AS MEASURED ON THE SOUTH LINE THEREOF, LOT 7 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION

26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 52

PIN: 03-26-201-035

Address: 233 William St., Bensenville, IL 60106

PARCEL 1: THE EAST 709.94 FEET (EXCEPT THE EAST 644.94 FEET) AS MEASURED ON THE NORTH AND SOUTH LINES OF LOT 6 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE EAST 644.94 FEET (EXCEPT THE EAST 579.94 FEET) AS MEASURED ON THE NORTH AND SOUTH LINES OF LOT 6 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 53

PIN: 03-26-201-025

Address: 245 William St., Bensenville, IL 60106

PARCEL 1: THE EASTERLY 364.64 FEET (EXCEPT THE EASTERLY 284.64 FEET THEREOF) AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF OF LOT 6 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2: THE EASTERLY 444.94 FEET (EXCEPT THE EASTERLY 364.64 FEET THEREOF) AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF OF LOT 6 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT NUMBER R77-102033, IN DUPAGE COUNTY, ILLINOIS.

Exhibit D

Notice of Public Hearing

LEGAL NOTICE NOTICE OF PUBLIC HEARING VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS

PUBLIC NOTICE is hereby given that a public hearing will be held on Tuesday, January 28, 2025, at 6:30 p.m. in the Board Room at Village Hall, 12 South Center Street, Bensenville, IL 60106, to consider the adoption of an ordinance creating the South Industrial Special Service Area to fund necessary repairs to Arthur Court, Entry Drive, William Street, Judson Street, James Street, and Bernice Drive (to Ferrari Drive), including full reconstruction of the roadways, installation of new concrete curbs and gutters, installation of new concrete driveway aprons, installation of new and repaired concrete sidewalks, replacement of pavement subbase, installation of new reinforced concrete pavement, improvements to storm sewers, replacement of existing watermain and services, lining of the sanitary sewer mains, and replacement of street lighting to benefit the residents, property owners, visitors, and other members of the public who utilize those roadways. The South Industrial Special Service Area would contain the following properties (the "Property"):

Parcel No.	<u>Address</u>	<u>PIN</u>
1	301 ARTHUR CT, BENSENVILLE, IL 60106	03-26-102-024
2	133 BERNICE DR, BENSENVILLE, IL 60106	03-26-201-022
3	1001 ENTRY DR, BENSENVILLE, IL 60106	03-26-201-013
4	1035 ENTRY DR, BENSENVILLE, IL 60106	03-26-201-018
5	1040 ENTRY DR, BENSENVILLE, IL 60106	03-26-200-005
6	1045 ENTRY DR, BENSENVILLE, IL 60106	03-26-201-019
7	1077 ENTRY DR, BENSENVILLE, IL 60106	03-26-201-020
8	1100 ENTRY DR, BENSENVILLE, IL 60106	03-26-208-006
9	1117 ENTRY DR, BENSENVILLE, IL 60106	03-26-201-021
10	133 W GRAND AVE, BENSENVILLE, IL 60106	03-26-204-023
11	201 W GRAND AVE, BENSENVILLE, IL 60106	03-26-208-010
12	205 W GRAND AVE, BENSENVILLE, IL 60106	03-26-208-009
13	233 W GRAND AVE, BENSENVILLE, IL 60106	03-26-102-036
14	333 W GRAND AVE, BENSENVILLE, IL 60106	03-26-102-037
15	313 W GRAND AVE, BENSENVILLE, IL 60106	03-26-102-035
16	201 JAMES ST, BENSENVILLE, IL 60106	03-26-200-008
17	221 JAMES ST, BENSENVILLE, IL 60106	03-26-200-007
18	222 JAMES ST, BENSENVILLE, IL 60106	03-26-208-005
19	225 JAMES ST, BENSENVILLE, IL 60106	03-26-200-011
20	227 JAMES ST, BENSENVILLE, IL 60106	03-26-200-010
21	230 JAMES ST, BENSENVILLE, IL 60106	03-26-208-013

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22	240 JAMES ST, BENSENVILLE, IL 60106	03-26-208-015
23	1000 JUDSON ST, UNIT GA, BENSENVILLE, IL 60106	03-26-108-001
24	1000 JUDSON ST, UNIT GB, BENSENVILLE, IL 60106	03-26-108-004
25	1000 JUDSON ST, UNIT 1A, BENSENVILLE, IL 60106	03-26-108-002
26	1000 JUDSON ST, UNIT 1B, BENSENVILLE, IL 60106	03-26-108-005
27	1000 JUDSON ST, UNIT 2A, BENSENVILLE, IL 60106	03-26-108-003
28	1000 JUDSON ST, UNIT 2B, BENSENVILLE, IL 60106	03-26-108-006
29	1010 JUDSON ST, UNIT GA, BENSENVILLE, IL 60106	03-26-108-007
30	1010 JUDSON ST, UNIT GB, BENSENVILLE, IL 60106	03-26-108-010
31	1010 JUDSON ST, UNIT 1A, BENSENVILLE, IL 60106	03-26-108-008
32	1010 JUDSON ST, UNIT 1B, BENSENVILLE, IL 60106	03-26-108-011
33	1010 JUDSON ST, UNIT 2A, BENSENVILLE, IL 60106	03-26-108-009
34	1010 JUDSON ST, UNIT 2B, BENSENVILLE, IL 60106	03-26-108-012
35	1020 JUDSON ST, BENSENVILLE, IL 60106	03-26-102-008
36	1030 JUDSON ST, BENSENVILLE, IL 60106	03-26-102-009
37	1040 JUDSON ST, BENSENVILLE, IL 60106	03-26-102-010
38	1050 JUDSON ST, BENSENVILLE, IL 60106	03-26-102-011
39	1051 JUDSON ST, BENSENVILLE, IL 60106	03-26-200-015
40	1060 JUDSON ST, BENSENVILLE, IL 60106	03-26-102-012
41	1070 JUDSON ST, BENSENVILLE, IL 60106	03-26-102-013
42	1071 JUDSON ST, BENSENVILLE, IL 60106	03-26-200-009
43	1080 JUDSON ST, BENSENVILLE, IL 60106	03-26-102-014
44	1090 JUDSON ST, BENSENVILLE, IL 60106	03-26-102-015
45	1100 JUDSON ST, BENSENVILLE, IL 60106	03-26-102-016
46	1110 JUDSON ST, BENSENVILLE, IL 60106	03-26-102-017
47	1120 JUDSON ST, BENSENVILLE, IL 60106	03-26-102-018
48	201 WILLIAM ST, BENSENVILLE, IL 60106	03-26-201-024
49	215 WILLIAM ST, BENSENVILLE, IL 60106	03-26-201-030
50	219 WILLIAM ST, BENSENVILLE, IL 60106	03-26-201-034
51	221 WILLIAM ST, BENSENVILLE, IL 60106	03-26-201-033
52	222 WILLIAM ST, BENSENVILLE, IL 60106	03-26-200-014
53	225 WILLIAM ST, BENSENVILLE, IL 60106	03-26-201-031
54	226 WILLIAM ST, BENSENVILLE, IL 60106	03-26-200-013
55	230 WILLIAM ST, BENSENVILLE, IL 60106	03-26-200-016
56	233 WILLIAM ST, BENSENVILLE, IL 60106	03-26-201-035
57	245 WILLIAM ST, BENSENVILLE, IL 60106	03-26-201-025

which are legally described, as follows:

PARCEL 1

PIN: 03-26-102-024

Address: 301 W. Arthur Ct., Bensenville, IL 60106

LOT 1 IN GRAND - CHURCH SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 1989 AS DOCUMENT R89-161527, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2

PIN: 03-26-201-023

Address: 133 W. Bernice Dr., Bensenville, IL 60106

THE SOUTH 200 FEET (EXCEPT THE WEST 183 FEET THEREOF) OF LOT 2 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3

PIN: 03-26-201-013

Address: 1001 Entry Dr., Bensenville, IL 60106

LOT 1 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4

PIN: 03-26-201-018

Address: 1035 Entry Dr., Bensenville, IL 60106

LOT 2 (EXCEPT THE SOUTH 588.18 FEET THEREOF) IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 5

PIN: 03-26-200-005

Address: 1040 Entry Dr., Bensenville, IL 60106

THE EASTERLY 200.00 FEET, AS MEASURED ON THE SOUTH LINE OF LOT 7 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 6

PIN: 03-2603-26-201-019

Address: 1045 Entry Dr., Bensenville, IL 60106

THE SOUTH 588.2 FEET EXCLUDING THE SOUTH 400 FEET THEREOF OF LOT 2 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL

MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 7

PIN: 03-26-201-020

Address: 1077 Entry Dr., Bensenville, IL 60106

THE SOUTH 400.0 FEET (EXCEPT THE SOUTH 200.0 FEET THEREOF) OF LOT 2 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033 IN DUPAGE COUNTY, ILLINOIS.

PARCEL 8

PIN: 03-26-208-006

Address: 1100 Entry Dr., Bensenville, IL 60106

THE EAST 200.0 FEET, AS MEASURED ON THE SOUTH LINE THEREOF OF LOT 9 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE COUNTY OF DUPAGE IN THE STATE OF ILLINOIS.

PARCEL 9

PIN: 03-26-201-021

Address: 1117 Entry Dr., Bensenville, IL 60106

THE WEST 183.0 FEET OF THE SOUTH 200.0 FEET OF LOT 2 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH ½ OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY ILLINOIS.

PARCEL 10

PIN: 03-26-204-023

Address: 133 W. Grand Ave., Bensenville, IL 60106

LOT 3 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 11

PIN: 03-26-208-010

Address: 201 W. Grand Ave., Bensenville, IL 60106

THE EASTERLY 165 FEET AS MEASURED ON THE NORTH LINE (EXCEPT THE NORTH 65 FEET) OF LOT 4 OF WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977, AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 12

PIN: 03-26-208-009

Address: 205 W. Grand Ave., Bensenville, IL 60106

THE EASTERLY 414.0 FEET AS MEASURED ON THE NORTH LINE (EXCLUDING THAT PARCEL DESCRIBED AS THE EASTERLY 165.0 FEET AS MEASURED ON THE NORTH LINE EXCEPT THE NORTH 65.0 FEET) OF LOT 4 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 13

PIN: 03-26-102-036

Address: 233 W. Grand Ave., Bensenville, IL 60106

LOT 3 IN ROESCH SUBDIVISION, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 3,2015, AS DOCUMENT R2016-01 0436, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 14

PIN: 03-26-102-037

Address: 333 W. Grand Ave., Bensenville, IL 60106

PARCEL 1: LOTS 2. 4 AND 5 IN GRAND-CHURCH SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 1989 AS DOCUMENT R89-161527, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: LOT 4 (EXCEPT THE EAST 955.63 FEET AS MEASURED ON THE NORTH LINE THEREOF) IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF GRAND AVENUE WITH THE CENTERLINE OF CHURCH ROAD; THENCE NORTH 00 DEGREES 36 MINUTES 42 SECONDS WEST, ON THE CENTER LINE OF CHURCH ROAD. A DISTANCE OF 839.32 FEET TO A POINT 787.32 FEET (AS MEASURED ALONG THE CENTER LINE OF CHURCH ROAD) SOUTH OF THE NORTH LINE OF SAID SECTION 26; THENCE NORTH 88 DEGREES 06 MINUTES 20 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 26, A DISTANCE OF 183 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 42 SECONDS WEST, PARALLEL WITH THE CENTERLINE OF CHURCH ROAD, A DISTANCE OF 618.82 FEET TO A POINT WHICH IS 168.5 FEET (AS MEASURED WITH THE CENTER LINE OF CHURCH ROAD) SOUTH OF THE NORTH LINE OF SAID SECTION 26; THENCE NORTH 88 DEGREES 06 MINUTES 20 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF SECTION 26, A DISTANCE OF 345.7 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 42 SECONDS WEST, A DISTANCE OF 168.5 FEET TO THE NORTH LINE OF SAID SECTION 26; THENCE NORTH 88 DEGREES 06 MINUTES 20 SECONDS EAST, ALONG THE NORTH LINE OF SECTION 26, A DISTANCE OF 324.42 FEET TO THE NORTHWEST CORNER OF WHITE PINES CENTER FOR BUSINESS AND INDUSTRY; THENCE SOUTH 00 DEGREES 36 MINUTES 14 SECONDS EAST, ALONG THE WEST LINE OF WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, A DISTANCE OF 595.13 FEET TO THE CENTER LINE OF GRAND AVENUE: THENCE SOUTH 85 DEGREES 58 MINUTES 15 SECONDS WEST, ON THE CENTERLINE OF GRAND AVENUE, A DISTANCE OF 854.21 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART FALLING IN GRAND-CHURCH SUBDIVISION RECORDED DECEMBER 26, 1989 AS DOCUMENT R89-161527 AND ALSO EXCEPTING THAT PART TAKEN BY THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE OF ILLINOIS IN CONDEMNATION CASE NO. C68-820, AND ALSO EXCEPTING THAT PART THEREOF DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF GRAND AVENUE AS DESCRIBED BY CONDEMNATION CASE C68-820 WITH A LINE 33.0 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF CHURCH ROAD; THENCE NORTH ON SAID LINE BEING 33.0 FEET EAST OF AND PARALLEL WITH THE CENTER LINE OF CHURCH ROAD, A DISTANCE OF 65.0 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE SAID NORTH LINE OF GRAND AVENUE SAID POINT BEING A DISTANCE OF 65.0 FEET EAST-OF THE POINT OF BEGINNING; THENCE WEST 65.0 FEET TO THE POINT OF BEGINNING), IN DUPAGE COUNTY, ILLINOIS.

Also known as:

LOT 1 (EXCEPT THAT PART THEREOF CONVEYED BY WARRANTY DEED TO - VILLAGE OF BENSENVILLE RECORDED AS DOCUMENT NUMBER R2015-126870) AND LOT 2 IN ROESCH SUBDIVISION BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MARCH 2, 2015 AS DOCUMENT NUMBER R2015-010436, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 15

PIN: 03-26-102-035

Address: 313 Grand Ave., Bensenville, IL 60106

LOT 2 IN ROESCH SUBDIVISION, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 3, 2015 AS DOCUMENT NUMBER R2015-010436, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 16

PIN: 03-26-200-008

Address: 201 James St., Bensenville, IL 60106

THE EASTERLY 200.00 FEET, AS MEASURED ON THE NORTH LINE, OF LOT 8 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 17

PIN: 03-26-200-007

Address: 221 James St., Bensenville, IL 60106

THE EASTERLY 310.0 FEET, (EXCEPT THE EASTERLY 200.0 FEET), BOTH AS MEASURED ON THE NORTH LINE OF LOT 8 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033 IN DUPAGE COUNTY, ILLINOIS.

PARCEL 18

PIN: 03-26-208-005

Address: 222 James St., Bensenville, IL 60106

THE EASTERLY 445 FEET (EXCEPT THE EASTERLY 200 FEET) BOTH AS MEASURED ON THE SOUTH LINE OF LOT 9 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977, AS DOC R77-102033 IN DUPAGE COUNTY, ILLINOIS.

PARCEL 19

PIN: 03-26-200-011

Address: 225 James St., Bensenville, IL 60106

THE EASTERLY 420 FEET (EXCEPT THE EASTERLY 310 FEET THEREOF) AS MEASURED ON NORTH LINE OF LOT 8) IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 20

PIN: 03-26-200-010

Address: 227 James St., Bensenville, IL 60106

THE EASTERLY 530.00 FEET, EXCEPT FOR THE EASTERLY 420.00 FEET THEREOF, BOTH AS MEASURED ON THE NORTH LINE OF LOT 8 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977, AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 21

PIN: 03-26-208-013

Address: 230 James St., Bensenville, IL 60106

THE EASTERLY 615.00 FEET, EXCEPT THE EASTERLY 445.00 FEET, THEREOF BOTH AS MEASURED ON THE SOUTH LINE, OF LOT 9 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977, AS DOCUMENT NUMBER R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 22

PIN: 03-26-208-015

Address: 240 James St., Bensenville, IL 60106

PARCEL 1: LOT 9, EXCEPT THE EASTERLY 735.00 FEET, AS MEASURED ON THE SOUTH LINE, IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE EASTERLY 735 FEET, EXCEPT THE EASTERLY 615.00 FEET THEREOF, BOTH AS MEASURED ON THE SOUTH LINE OF LOT 9 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 23

PIN: 03-26-108-001

Address: 1000 Judson Street, Unit GA, Bensenville, IL 60106

UNIT 1000-GA IN TUDOR ON THE GREENS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 5 OF WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT R82-09252, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL TWO:

EASEMENT FOR THE BENEFIT OF PARCEL ONE CREATED BY A DEED DATED SEPTEMBER 3, 1982 AND RECORDED ON SEPTEMBER 20, 1982 AS DOCUMENT R82-42916, FROM FERRARI BUILDERS, INC., TO RICHARD M. REGOLE, FOR INGRESS AND EGRESS ACCORDING TO TERMS OF A DECLARATION DATED JULY 21, 1978 AND RECORDED ON JULY 28,1978 AS DOCUMENT R78-69859, OVER AND ACROSS THE FOLLOWING DESCRIBED LAND: THAT PART OF LOT 5 DESCRIBED AS BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT, 302.09 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT AND RUNNING THENCE SOUTH ON SAID EAST LINE, 33.94 FEET; THENCE NORTHWEST, 65.05 FEET ON A LINE THAT FORMS AN ANGLE OF 135 DEGREES WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE; THENCE NORTH PARALLEL WITH SAID EAST LINE, 126 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT, 110 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE, 18.52 FEET; THENCE WEST PARALLEL WITH SAID NORTH LINE, 15 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE, 75 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE, 15 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE, 32.48 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE, 134 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE, 139.97 FEET; THENCE SOUTHEASTERLY 31.11 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART LYING IN PARCEL ONE) IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 24

PIN: 03-26-108-004

Address: 1000 Judson Street, Unit GB, Bensenville, IL 60106

UNIT 1000-GB IN TUDOR ON THE GREENS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 5 OF WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT R82-09252, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL TWO:

EASEMENT FOR THE BENEFIT OF PARCEL ONE CREATED BY A DEED DATED SEPTEMBER 3, 1982 AND RECORDED ON SEPTEMBER 20, 1982 AS DOCUMENT R82-42916, FROM FERRARI BUILDERS, INC., TO RICHARD M. REGOLE, FOR INGRESS AND EGRESS ACCORDING TO TERMS OF A DECLARATION DATED JULY 21, 1978 AND RECORDED ON JULY 28,1978 AS DOCUMENT R78-69859, OVER AND ACROSS THE FOLLOWING DESCRIBED LAND: THAT PART OF LOT 5 DESCRIBED AS BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT, 302.09 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT AND RUNNING THENCE SOUTH ON SAID EAST LINE, 33.94 FEET; THENCE NORTHWEST, 65.05 FEET ON A LINE THAT FORMS AN ANGLE OF 135 DEGREES WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE; THENCE

NORTH PARALLEL WITH SAID EAST LINE, 126 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT, 110 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE, 18.52 FEET; THENCE WEST PARALLEL WITH SAID NORTH LINE, 15 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE, 75 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE, 15 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE, 32.48 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE, 134 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE, 139.97 FEET; THENCE SOUTHEASTERLY 31.11 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART LYING IN PARCEL ONE) IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 25

PIN: 03-26-108-002

Address: 1000 Judson Street, Unit 1A, Bensenville, IL 60106

PARCEL 1: UNIT 1000-1A TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN TUDOR ON THE GREENE CONDOMINIUM AS DELINEATED AND DEFINED) IN THE DECLARATION RECORDED AS DOCUMENT NO. R82-9252, IN THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN THE DOCUMENT RECORDED AS R78-69585, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 26

PIN: 03-26-108-005

Address: 1000 Judson Street, Unit 1B, Bensenville, IL 60106

PARCEL 1: UNIT 1000-1B TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN TUDOR ON THE GREENE CONDOMINIUM AS DELINEATED AND DEFINED) IN THE DECLARATION RECORDED AS DOCUMENT NO. R82-9252, IN THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN THE DOCUMENT RECORDED AS R78-69585, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 27

PIN: 03-26-108-003

Address: 1000 Judson Street, Unit 2A, Bensenville, IL 60106

PARCEL 1: UNIT 1000-2A TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN TUDOR ON THE GREENE CONDOMINIUM AS DELINEATED AND DEFINED) IN THE DECLARATION RECORDED AS DOCUMENT NO. R82-9252, IN THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN THE DOCUMENT RECORDED AS R78-69585, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 28

PIN: 03-26-108-006

Address: 1000 Judson Street, Unit 2B, Bensenville, IL 60106

PARCEL 1: UNIT 1000-2B TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN TUDOR ON THE GREENE CONDOMINIUM AS DELINEATED AND DEFINED) IN THE DECLARATION RECORDED AS DOCUMENT NO. R82-9252, IN THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN THE DOCUMENT RECORDED AS R78-69585, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 29

PIN: 03-26-108-007

Address: 1010 Judson Street, Unit GA, Bensenville, IL 60106

PARCEL ONE: UNIT 1010-GA IN TUDOR ON THE GREENS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 5 OF WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7,1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT R82-09252, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN DUPAGE COUNTY, ILLINOIS.

PARCEL TWO: EASEMENT FOR THE BENEFIT OF PARCEL ONE FOR INGRESS AND EGRESS ACCORDING TO TERMS OF A DECLARATION DATED JULY 21, 1978 AND RECORDED JULY 28, 1978 AS DOCUMENT R78.69859, OVER AND ACROSS THE FOLLOWING DESCRIBED LAND: THAT PART OF LOT 5 DESCRIBED AS BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT, 302.09 FEET SOUTH OF THE NORTH EAST COMER OF SAID LOT AND RUNNING, IN DUPAGE COUNTY, ILLINOIS. THENCE SOUTH ON SAID EAST LINE, 33.94 FEET; THENCE NORTH WEST. 65.05 FEET ON A LINE THAT FORMS AN ANGLE OF 135 DEGREES WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE; THENCE NORTH PARALLEL WITH SAID EAST LINE. 126 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT. 110 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE. 18.52 FEET; THENCE WEST PARALLEL WITH SAID NORTH LINE. 15 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE. 75 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE. 15 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE, 32.48 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE. 134 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE, 139.97 FEET; THENCE SOUTHEASTERLY 31.11 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART LYING IN PARCEL ONE) IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 30

PIN: 03-26-108-010

Address: 1010 Judson Street, Unit GB, Bensenville, IL 60106

PARCEL 1: UNIT 1010-GB TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN TUDOR ON THE GREENS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. R82-9252, IN THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN THE DOCUMENT RECORDED AS R78-69859. IN DUPAGE COUNTY, ILLINOIS.

PARCEL 31

PIN: 03-26-108-008

Address: 1010 Judson Street, Unit 1A, Bensenville, IL 60106

PARCEL 1: UNIT 1010-1A IN TUDOR ON THE GREENS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 5 OF WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT R82-09252, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCELL CREATED BY DEED DATED MAY 4, 1992 AND RECORDED MAY 20, 1982 AS DOCUMENT NUMBER R82-20273.

PARCEL 32

PIN: 03-26-108-011

Address: 1010 Judson Street, Unit 1B, Bensenville, IL 60106

PARCEL 1: UNIT 1010-1B IN TUDOR ON THE GREENS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 5 OF WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT R82-09252, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCELL CREATED BY DEED DATED MAY 4, 1992 AND RECORDED MAY 20, 1982 AS DOCUMENT NUMBER R82-20273.

PARCEL 33

PIN: 03-26-108-009

Address: 1010 Judson Street, Unit 2A, Bensenville, IL 60106

PARCEL 1: UNIT 1010-2A TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN TUDOR ON THE GREENS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. R82-9252, IN PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED BY DEED DATED JUNE 14, 1982 AND RECORDED ON JULY 14, 1982 AS DOCUMENT R82-39823, FROM FERRARI BUILDINGS, INC., TO RICHARD M. FERRARI FOR INGRESS AND EGRESS ACCORDING TO THE TERMS OF A DECLARATION DATED JULY 21, 1978 AND RECORDED ON JULY 28,1978 AS DOCUMENT R78-69859, OVER AND ACROSS THE FOLLOWING DESCRIBED LAND: THAT PART OF LOT 5 DESCRIBED AS BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 302.09 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT AND RUNNING THENCE SOUTH ON SAID EAST LINE, 33.94 FEET; THENCE NORTHWEST 65.05 FEET ON A LINE THAT FORMS AN ANGLE

OF 135 DEGREES WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE; THENCE NORTH PARALLEL WITH SAID EAST LINE 126 FEET; THENCE WEST PARALLEL WITH THE NORTH. LINE OF SAID LOT, 110 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE, 18.52 FEET; THENCE WEST PARALLEL WITH SAID NORTH LINE. 15 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE, 75 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE; 15 FEET; THENCE SOUTH PARALLEL WITH SAID EAST PARALLEL WITH SAID NORTH LINE, 134 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE, 139.97 FEET; THENCE SOUTHEASTERLY 31.11 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART LYING IN PARCEL 1) IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11; EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7,1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 34

PIN: 03-26-108-012

Address: 1010 Judson Street, Unit 2B, Bensenville, IL 60106

PARCEL ONE: UNIT 1010-2B IN TUDOR ON THE GREENS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 5 OF WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT R82-09252, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL TWO: EASEMENT FOR THE BENEFIT OF PARCEL ONE CREATED BY A DEED DATED APRIL 29, 1982 AND RECORDED ON JUNE 9, 1982 AS DOCUMENT R82-23649, FROM FERRARI BUILDERS, INC. TO DORIS M. TAYLOR FOR INGRESS AND EGRESS ACCORDING TO TERMS OF A DECLARATION DATED JULY 21, 1978 AND RECORDED ON JULY 21, 1978 AS DOCUMENT R78 -69859, OVER AND ACROSS THE FOLLOWING DESCRIBED LAND: THAT PART OF LOT 5 DESCRIBED AS BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT, 302.09 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT AND RUNNING THENCE SOUTH ON SAID EAST LINE, 33,94 FEET: THENCE NORTHWEST, 65,05 FEET ON A LINE THAT FORMS AN ANGLE OF 135 DEGREES WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE: THENCE NORTH PARALLEL WITH SAID EAST LINE, 126 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT, 110 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE, 18.52 FEET; THENCE WEST PARALLEL WITH SAID NORTH LINE, 15 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE, 75 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE, 15 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE, 32.48 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE, 134 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE, 139 .97 FEET; THENCE SOUTHEASTERLY 31.11 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART LYING IN PARCEL ONE) IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCELS 23-34

PINs: 03-26-108-001 to 03-26-108-012

Address: 1000 and 1010 Judson St., Bensenville, IL 60106

IN ADDITION TO THE LEGAL DESCRIPTIONS FOR THE INDIVIDUAL CONDO UNITS, THE ENTIRE TUDOR ON THE GREEN PARCEL IS DESCRIBED AS FOLLOWS:

TRACT 1: THE WEST HALF (EXCEPT THE SOUTH 983.0 FEET, AS MEASURED ON THE EAST AND WEST LINES THEREOF) OF LOT 5 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

TRACT 2: EASEMENTS APPURTENANT TO TRACT 1, FOR INGRESS AND EGRESS, UTILITIES AND WALKS AS SET FORTH IN DECLARATION OF EASEMENT RECORDED JULY 28, 1978 AS DOCUMENT R78-69859, IN DUPAGE COUNTY, ILLINOIS.

TRACT 1: THE EAST HALF (EXCEPT THE SOUTH 983.0 FEET, AS MEASURED ON THE EAST AND WEST LINES THEREOF) OF LOT 5 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

TRACT 2: EASEMENTS APPURTENANT TO TRACT 1, FOR INGRRESS AND EGRESS, UTILITIES AND WALKS AS SET FORTH IN DECLARATION OF EASEMENT RECORDED JULY 28, 1978 AS DOCUMENT R78-69859, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 35

PIN: 03-26-102-008

Address: 1020 Judson St., Bensenville, IL 60106

TRACT 1

THE NORTH 95.0 FEET OF THE SOUTH 983.0 FEET, BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF, OF LOT 5 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

TRACT 2:

EASEMENTS APPURTENANT TO TRACT 1, FOR INGRESS AND EGRESS AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED JULY 28, 1978 AS DOCUMENT R78-69859, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 36

PIN: 03-26-102-009

Address: 1030 Judson St., Bensenville, IL 60106

TRACT 1: THE NORTH 88.8 FEET OF THE SOUTH 888.0 FEET BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF, OF LOT FIVE (5) IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF (N-1/2) OF SECTION TWENTY-SIX (26), TOWNSHIP FORTY (40) NORTH, RANGE ELEVEN (11), EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

TRACT 2: EASEMENTS APPURTENANT TO TRACT 1, FOR INGRESS AND EGRESS AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED JULY 28, 1978 AS DOCUMENT R78-69859, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 37

PIN: 03-26-102-010

Address: 1040 Judson St., Bensenville, IL 60106

TRACT 1: THE NORTH 88.8 FEET OF THE SOUTH 799.2 FEET BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF OF LOT 5 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

TRACT 2: EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED JULY 28, 1978 AS DOCUMENT R78-69869, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 38

PIN: 03-26-102-011

Address: 1050 Judson St., Bensenville, IL 60106

THE NORTH 88.8 FEET OF THE SOUTH 710.4 FEET, BOTH MEASURED ON THE EAST AND WEST LINES THEREOF OF LOT 5 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 39

PIN: 03-26-200-015

Address: 1051 Judson St., Bensenville, IL 60106

LOT 7 (EXCEPT THE EASTERLY 560 FEET AS MEASURED ON THE SOUTH LINE THEREOF) IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT NUMBER R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 40

PIN: 03-26-102-012

Address: 1060 Judson St., Bensenville, IL 60106

TRACT 1: THE NORTH 88.8 FEET OF THE SOUTH 621.6 FEET, BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF, OF LOT 5 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT NUMBER R77-102033, IN DUPAGE COUNTY, ILLINOIS.

TRACT 2: EASEMENTS APPURTENANT TO TRACT 1 FOR INGRESS AND EGRESS AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED JULY 28,1978 AS DOCUMENT R78-69859 IN DUPAGE COUNTY, ILLINOIS.

PARCEL 41

PIN: 03-26-102-013

Address: 1070 Judson St., Bensenville, IL 60106

TRACT 1: THE NORTH 88.8 FEET OF THE SOUTH 532.8 FEET BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF OF LOT 5 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP

40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

TRACT 2: EASEMENTS APPURTENANT TO TRACT 1, FOR INGRESS AND EGRESS AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED JULY 28, 1978 AS DOCUMENT R78-69859, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 42

PIN: 03-26-200-009

Address: 1071 Judson St., Bensenville, IL 60106

LOT 8 (EXCEPT THE EASTERLY 530.00 FEET, AS MEASURED ON THE NORTH LINE THEREOF) IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033. IN DUPAGE COUNTY, ILLINOIS.

PARCEL 43

PIN: 03-26-102-014

Address: 1080 Judson St., Bensenville, IL 60106

PARCEL 1: THE NORTH 88.8 FEET OF THE SOUTH 444.0 FEET, BOTH AS MEASURED ON EAST AND WEST LINES THEREOF, OF LOT 5 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT NO. R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO PARCEL 1, FOR INGRESS AND EGRESS AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED JULY 28, 1978 AS DOCUMENT NO. R78-69869 IN DUPAGE COUNTY, ILLINOIS.

PARCEL 44

PIN: 03-26-102-015

Address: 1090 Judson St., Bensenville, IL 60106

TRACT 1: OF THE NORTH 88.8 FEET OF THE SOUTH 355.2 FEET, BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF, OF LOT 5 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

TRACT 2: EASEMENTS APPURTENANT TO TRACT 1, FOR INGRESS AND EGRESS, UTILITIES AND WALKS AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED JULY 28, 1978 AS DOCUMENT R78-69859 IN DUPAGE COUNTY, ILLINOIS.

PARCEL 45

PIN: 03-26-102-016

Address: 1100 Judson St., Bensenville, IL 60106

PARCEL 1:

THE NORTH 88.8 FEET OF THE SOUTH 266.4 FEET BOTH AS MEASURED ON THE EAST AND WEST LINES THEREOF OF LOT 5 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY,

BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033 IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2

EASEMENTS APPURTENANT TO PARCEL 1, FOR INGRESS AND EGRESS AS SET FORTH IN DECLARATION OF EASEMENTS, RECORDED JULY 28, 1978 AS DOCUMENT R78-69859, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 46

PIN: 03-26-102-017

Address: 1110 Judson St., Bensenville, IL 60106

TRACT 1: THE NORTH 88.8 FEET OF THE SOUTH 171.60 FEET, BOTH AS MEASURED ON THE EAST AND WEST LINE THEREOF, OF LOT FIVE (5) IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF (N-1/2) OF SECTION TWENTY-SIX (26), TOWNSHIP FORTY (40) NORTH, RANGE ELEVEN (11), EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DU PAGE COUNTY, ILLINOIS.

TRACT 2: EASEMENTS APPURTENANT TO TRACT ONE (1), FOR INGRESS AND EGRESS AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED JULY 28, 1978 AS DOCUMENT R78-69869, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 47

PIN: 03-26-102-018

Address: 1120 Judson St., Bensenville, IL 60106

TRACT 1: BEING THE SOUTH 88.8 FEET MEASURED ON THE EAST AND WEST LINES THEREOF OF LOT 5 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77- 102033, IN DUPAGE COUNTY, ILLINOIS.

TRACT 2: BEING EASEMENTS APPURTENANT TO TRACT 1, FOR INGRESS AND EGRESS, UTILITIES AND WALKS AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED JULY 28, 1978 AS DOCUMENT R78-69859, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 48

PIN: 03-26-201-024

Address: 201 William St., Bensenville, IL 60106

THE EAST 169.64 FEET, AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF, OF LOT 6 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 49

PIN: 03-26-201-030

Address: 215 William St., Bensenville, IL 60106

THE EAST 284.64 FEET (EXCEPT THE EAST 169.64 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF) OF LOT 6 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH,

RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7.1977 AS DOCUMENT R77-102033. IN DUPAGE COUNTY, ILLINOIS.

PARCEL 50

PIN: 03-26-201-034

Address: 219 William St., Bensenville, IL 60106

THE EASTERLY 364.64 FEET (EXCEPT THE EASTERLY 284.64 FEET THEREOF) AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF OF LOT 6 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 51

PIN: 03-26-201-033

Address: 221 William St., Bensenville, IL 60106

THE EASTERLY 444.94 FEET (EXCEPT THE EASTERLY 364.64 FEET THEREOF) AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF OF LOT 6 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT NUMBER R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 52

PIN: 03-26-200-014

Address: 222 William St., Bensenville, IL 60106

THE WESTERLY 120.0 FEET OF THE EASTERLY 320.0 FEET AS MEASURED ON THE SOUTH LINE THEREOF, OF LOT 7 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY. ILLINOIS.

PARCEL 53

PIN: 03-26-201-031

Address: 225 William St., Bensenville, IL 60106

THE EAST 579.94 FEET (EXCEPT THE EAST 444.9 FEET THEREOF) AS MEASURED ON THE NORTH AND SOUTH LINES OF LOT 6 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH ONE HALF (1/2) OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 54

PIN: 03-26-200-013

Address: 226 William St., Bensenville, IL 60106

THE WESTERLY 120.00 FEET OF THE EASTERLY 440.00 FEET (AS MEASURED ALONG THE SOUTH LINE) OF LOT 7 IN WHITE PIES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE II, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT NUMBER R77-102033, 10 DUPAGE COUNTY, ILLINOIS.

PARCEL 55

PIN: 03-26-200-016

Address: 230 William St., Bensenville, IL 60106

THE WESTERLY 120 FEET OF THE EASTERLY 560 FEET AS MEASURED ON THE SOUTH LINE THEREOF, LOT 7 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 56

PIN: 03-26-201-035

Address: 233 William St., Bensenville, IL 60106

PARCEL 1: THE EAST 709.94 FEET (EXCEPT THE EAST 644.94 FEET) AS MEASURED ON THE NORTH AND SOUTH LINES OF LOT 6 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE EAST 644.94 FEET (EXCEPT THE EAST 579.94 FEET) AS MEASURED ON THE NORTH AND SOUTH LINES OF LOT 6 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 57

PIN: 03-26-201-025

Address: 245 William St., Bensenville, IL 60106

PARCEL 1: THE EASTERLY 364.64 FEET (EXCEPT THE EASTERLY 284.64 FEET THEREOF) AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF OF LOT 6 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2: THE EASTERLY 444.94 FEET (EXCEPT THE EASTERLY 364.64 FEET THEREOF) AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF OF LOT 6 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT NUMBER R77-102033, IN DUPAGE COUNTY, ILLINOIS.

THE PURPOSE OF THIS PUBLIC NOTICE is to inform interested parties about the public hearing and the proposal to create the South Industrial Special Service Area before the Board of Trustees adopts ordinances to create the special service area, issues bonds to pay for repairs within the special service area, and authorizes a special levy to repay those bonds. The Board of Trustees will consider the issuance of a maximum of

five million dollars (\$5,000,000) in Alternative Revenue Bonds with a General Obligation backing, Series 2025B, which will be paid by the levy of a special tax by the Village on each parcel of property in the proposed SSA, sufficient to produce revenues to provide the special municipal services to the proposed SSA. The SSA Bonds will be retired within a maximum of twenty (20) years and will bear a maximum interest rate of seven percent (7%). The proposed rate of taxes for the initial year shall not exceed \$22.27 for every \$100.00 of equalized assessed value for commercial and industrial properties and shall not exceed \$22.98 for every \$100.00 of equalized assessed value for residential properties. The maximum rate of such taxes to be extended in any year within the proposed SSA shall not exceed \$22.27 for every \$100.00 of equalized assessed value for commercial and industrial properties and shall not exceed \$22.98 for every \$100.00 of equalized assessed value for residential properties. The proposed tax would be levied only for the number of years necessary to pay off the SSA Bonds.

ALL INTERESTED PERSONS AND PARTIES, INCLUDING PROPERTY OWNERS WITHIN THE PROPOSED SPECIAL SERVICE AREA ARE HEREBY

invited to attend the public hearing and will be given an opportunity to be heard in respect to (1) the proposed creation of the South Industrial Special Service Area; (2) the issuance of bonds in connection with the repairs in the South Industrial Special Service Area; and (3) the levy of a special tax upon the properties within the South Industrial Special Service Area to pay off the bonds. At the public hearing, all interested persons and property owners within the proposed South Industrial Special Service Area will also have the opportunity to file objections to the amount of the tax levy. In the event of questions, please contact Kurtis Pozsgay, Director of Community & Economic Development, at (630) 350-3396.

/s/ Nancy Quinn

Village Clerk

Village of Bensenville, Illinois

GISConsortium | South Industrial Business District



0 500 1000 Print Date: 8/1/2022

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.

Notes

Construction Anticipated 2024

TYPE:SUBMITTED BY:DEPARTMENT:DATE:ResolutionFrank PalumboPublic WorksApril 29, 2025

DESCRIPTION:

Resolution Authorizing the Execution of a Purchase Order with Westside Tractor Sales for the Purchase of a John Deere Excavator and Trailer in the Amount of \$199,989.19

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
N/A	N/A

BACKGROUND:

The Village currently owns and maintains two backhoes that are used for a number of tasks within Public Works. These backhoes consist of Vehicles #266 (2000 John Deere 410E), and #267 (2014 John Deere 410K). Vehicle #266 has surpassed its useful life.

KEY ISSUES:

Public Works has identified the replacement of Vehicle #266 for CY2025. Staff has researched and tested three different manufacturers of excavators - John Deere, Bobcat, and Caterpillar. Staff consensus was that the John Deere 85 P best suits the Village's needs moving forward. Replacing our existing backhoe with an excavator will provide the Department with additional flexibility and efficiency.

The cost for the machine and attachments is \$200,467.19 through Sourcewell Joint Purchase Pricing. West Side Tractor Sales has offered the Village of Bensenville an additional loyalty discount of \$6,405.00. The Village is receiving \$20,500.00 for a trade-in of our 2000 John Deere 410E Backhoe. Additionally, the Village is purchasing the accompanying trailer for \$26,427.00. This brings the total cost to \$199,989.19.

2025 John Deere 85 P Excavator	\$ 173,562.19
2025 Felling FT-24-2 LP Trailer	\$ 26,427.00
Total	\$ 199,989.19

ALTERNATIVES:

Discretion of the Village Board.

RECOMMENDATION:

Staff recommends approval of the Resolution Authorizing the Execution of a Purchase Order with Westside Tractor Sales for the Purchase of a John Deere Excavator and Trailer in the Amount of \$199,989.19

BUDGET IMPACT:

The CY25 Community Investment Plan (CIP) included funds in the amount of \$200,000 in Account Number 31580490 595000.

ACTION REQUIRED:

Motion to Approve a Resolution Authorizing the Execution of a Purchase Order with Westside Tractor Sales

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
RES - 2025- West Side Tractor Sales John Deere Excavator Purchase	4/14/2025	Resolution Letter
PROPOSAL - 2025 West Side Tractor Sales John Deere Excavator and Trailer	4/14/2025	Backup Material

RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER WITH WESTSIDE TRACTOR SALES FOR THE PURCHASE OF A JOHN DEERE EXCAVATOR AND TRAILER IN THE AMOUNT OF \$199,989.19

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 has budgeted for the replacement of multiple vehicles in the CY2025 Community Investment Plan (CIP), and

WHEREAS the Village Public Works staff tested excavators from John Deere, Caterpillar, and Bobcat, and

WHEREAS staff found the John Deere to best suit the needs of the Department, and

WHEREAS West Side Tractor Sales has provided cost for the purchase and delivery of one 2025 Excavator and Trailer in the not-to-exceed amount of \$199,989.19.

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

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution Authorizing the Purchase of a John Deere Excavator and Trailer from Westside Tractor Sales in the amount of \$199,989.19.

<u>SECTION THREE</u>: 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.

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

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated April 29, 2025.

	APPROVED:
	Frank DeSimone, Village President
ATTEST:	
Nancy Quinn, Village Clerk	
AYES:	
NAYS:	
ABSENT:	



WEST SIDE TRACTOR SALES

3300 Ogden Ave Lisle IL 60532 (630) 355-7150



April 9, 2025

Tom Becker - Sales Representative - tbecker@wstsales.com

BENSENVILLE, VILLAGE OF ATTN ACCOUNTS PAYABLE BENSENVILLE, IL

Sourcewell ID #

2025 John Deere 85 P Excavator SOURCEWELL Cooperative Contract 011723-JDC

Please note that this quote is valid for 30 days.

Code	Code Machine Configuration Description All the prices in the detailed sections are Per machine basis. Qty (1)			Unit Price
8230FF	JD 85 P-TIER EXCAVATOR			168,349.00
202	DESTINATION CODE - US			-
259	CUSTOMER DELIVERY PACKET ENG			-
402	CNFG2 450MM PAD TRACK BACKFILL BLADE, RIGHT/LEFT REAR CAMERA SYSTEM			3,121.00
		List Price	\$	171,470.00
		Discount 33.0%	\$	56,585.10
		Net Price	\$	114,884.90

Custom Jobs Description	Qt	Price
Factory Freight Destination Lisle, IL 60532	1	1,127.82
Dlr provide Pre-Delivery Inspection, Supplies and Fuel Fill	1	8,528.00
Dealer Provided Delivery	1	700.00
Labor for field installed kits	1	-
Extended Warranty: • Extended 60/3000 Comprehensive Warranty Machine Only	1	4,028.89
Front Window Guard, Polycarbonate	1	4,684.71
JD HH90 Hammer	1	15,664.05
Tag Mfg. PTA100 Powertilt Coupler - Wain Roy Interchange	1	8,917.65
Tag Mfg. 12" HD Bucket Flare Teeth - WR 85	1	807.06
Tag Mfg. 24" HD Bucket Flare Teeth - WR 85	1	1,037.65
Tag Mfg. 36" HD Ditch Bucket - WR 85	1	1,593.53
Tag Mfg. HD Ripper - WR 85	1	1,375.29
Tag Mfg. Custom Bracket HH90 Hammer - WR 85	1	963.53
Tag Mfg. Main Pin Hyd Thumb for 85 Powertilt Coupler - 85	1	4,389.41
Custom Hydraulic Plumbing for Swinger/Breaker/Thumb	1	31,764.71
Basic Training for Operation and Maintenance	1	INCLUDED
	1	-
Total P	Price	\$ 85,582.29
Quote Summary (per unit)		
Item Description		Prices
Machine Net Price	\$	114,884.90
Custom Jobs	\$	85,582.29
Total Net Price Quantity (1)	\$	200,467.19
WSTS LOYALTY DISCOUNT		(6,405.00)
		-

Adjusted Net Price	\$	194,062.19
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Less Trade-in		
2000 JOHN DEERE 410E with 6869 hours	20,500.00	
0	-	
	-	
	-	

Payoff to Trade Net Price less Trade-Ins Warranty Terms

\$ 173,562.19

85 P includes • Extended 60/3000 Comprehensive Warranty Machine Only



WEST SIDE TRACTOR SALES

3300 Ogden Ave Lisle IL 60532 (630) 355-7150



Tom Becker - Sales Representative - tmcintyre@wstsales.com

April 9, 2025

BENSENVILLE, VILLAGE OF ATTN ACCOUNTS PAYABLE BENSENVILLE, IL

Sourcewell ID #

2025 Felling FT-24-2 LP Trailer SOURCEWELL Cooperative Contract 011723-JDC

Please note that this quote is valid for 30 days.

Code	Machine Configuration Description	T	Jnit Price
	All the prices in the detailed sections are Per machine basis. Qty (1)	,	mit i rice
0	Base Trailer FT-24-2 LP		22,414.00
0	Deck Length - Add Deck Length 20 Ft		-
0	Frame Type - Engineered Fabricated High Tensile Main Frame Beams With Pierced Junior I-Beams Crossmembers		-
0	Beavertail - Self Cleaning 5" x 3" Angle Iron Beavertail 5 Ft		-
0	Deck Type - White Oak 2" Nom		-
0	Ramps; Rear - 6' X 30" 5" x 3" Angle Iron, Elec/Hyd w/Bolt on Legs (Wired w/quick connectors and pigtail to charge off tow vehicle)		5,112.00
0	Appx Deck Height - 33" Loaded, 35" Unloaded		-
0	Width - 102" OD 25 Ft		-
0	Tie Downs - 10 D-Rings, 1" ** Straight ** (One Set Centered on BVT)		-
0	Brakes - Electric, FSA (Fwd Self Adj) On All Axles		-
0	Axles - 12K Oil Bath 2		-
0	Suspension - Spring		-
0	Tires & Wheels - 8 ST235/80R 16 E, 8 Bolt [16 x 6] Hub Pilot		-
0	Hitch Length - Center of Coupler to Headboard, Appx 5.3 Ft		-
0	Hitch Type - 3" Adjustable Lunette Eye/Pintle, [C] 66,000 lb Plate Mount (3/4" Bolt)		-
0	Jack - 25 K Electric, Holland (Magnum Lift, Battery Included)		1,842.00
0	Plug = 7 Pole RV		-
0	Lights - LED Lights (Peterson), Sealed Wiring Harness (Sealco)		-
0	Trailer Color - Felling Black # CCA945378 (White Felling Decal)		-
0	Stripe Color - White		-
0	Std - Document Holder		-
0	Std - Toolbox, with Lockable Cover		
0	Std - 2 Steps, 1 on the Standard Hitch and 1 in front of Axles on Roadside		
0	Std - 1/2" Safety Chains, Grade 70		-
U	GVWR 30,500 lbs	Φ.	20.260.00
	List Price		29,368.00
	Discount #N/A	Ψ	3,524.16
	Net Price	\$	25,843.84

Custom Jobs Description	Qt	Price
Factory Freight Destination Lisle, IL 60532	1	1,399.00
Dlr provide Pre-Delivery Inspection, Supplies and Fuel Fill	1	600.00
Dealer Provided Delivery	1	700.00
Labor for field installed kits	1	-
	1	-
	1	-
Total	Price	\$ 2,699.00
Quote Summary (per unit)		
Item Description		Prices
Machine Net Price	\$	25,843.84
Custom Jobs	\$	2,699.00
Total Net Price Quantity (1)	\$	28,542.84
WSTS LOYALTY DISCOUNT		(2,115.84)
		_
Adjusted Net Price	\$	26,427.00

Less Trade-in		
0		-
0		-

-
-

Payoff to Trade
Net Price less Trade-Ins
Warranty Terms
FT-24-2 LP includes

\$ 26,427.00

TYPE:SUBMITTED BY:DEPARTMENT:DATE:ResolutionVince SmithPublic WorksApril 29, 2025

DESCRIPTION:

Resolution Authorizing the Execution of a Three-Year Fire Hydrant Painting Contract with Go Painters Inc. in the Amount of \$121,480.00

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
N/A	N/A

BACKGROUND:

The Village partnered with the Village of La Grange Park to seek proposals for fire hydrant sandblasting and painting. The Village has 1,060 fire hydrants connected to its Community Water System. The Village has maintenance responsibilities for these hydrants, one of which is painting them. Fire hydrant painting prevents corrosion caused by the harsh environment, and corrosion control extends the useful life of the fire hydrant and aesthetically improves the community's look.

KEY ISSUES:

Scope of work for the 2025-2027 Fire Hydrant Sandblasting and Painting Program includes:

- Markup a map showing the completed fire hydrant locations and provide it to the Village weekly.
- Prepare and protect work areas surrounding the fire hydrant.
- Sandblast the paint off the fire hydrant per the SSPC-SP6/NACE 3 Commercial Blast Cleaning requirements.
- Apply one full coat of SW MACROPOXY646 UNIVERSAL METAL PRIMER to the fire hydrant.
- Apply a topcoat of SW Acrolon 218HS (safety color) paint to the fire hydrant (two colors per hydrant—one color for the fire hydrant barrel and another over the bonnet and streamer ports) to reflect the hydrant's fire flow, to meet the Insurance Services Office (ISO).

A bid notice was placed in the Daily Herald on March 3, 2025, and posted on the Village website. On April 9, 2025, the Village received one bid from Go Painters Inc. To ensure competitive pricing, staff reviewed fire hydrant sandblasting and painting bid tabs similar in scope to other communities. After the review process, the staff feel the proposal is in line. Annual contract financial obligations are in the table below:

Year	# of Hydrants	Cost Per Hydrant	Total
2025	400	\$112.00	\$44,800.00
2026	400	\$115.00	\$46,000.00
2027	260	\$118.00	\$30,680.00
Total	1,060		\$121,480.00

The lowest bidder, Go Painters Inc., is a well-qualified local area contractor who satisfactorily completed the Village's 2018 Fire Hydrant Painting Program and has a sufficient workforce to complete the three-year Fire Hydrant Painting Program in a timely manner. Public Work recommends that the Village accept the proposal submitted by Go Painters Inc.

ALTERNATIVES:

Discretion of the Village Board.

RECOMMENDATION:

Staff recommends a Motion to Approve a Resolution to award a three-year contract to Go Painters Inc for the 2025-2027 Fire Hydrant Painting Program in the amount of \$121,480.00.

BUDGET IMPACT:

\$50,000 is budgeted FY25 Utility Fund in account No. 51050540-549990.

ACTION REQUIRED:

Approval of a Resolution to award a three-year contract to Go Painters Inc for the 2025-2027 Fire Hydrant Painting Program in the not-to-exceed amount of \$121,480.00.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
RES - 2025-2027 Fire Hydrant Sandblast and Painting Program	4/15/2025	Resolution Letter
PROPOSAL - 2025-2027 Fire Hydrant Sandblast & Paint Program Go Painters	4/21/2025	Backup Material
Bid Tabulation - 2025-2027 Fire Hydrant Sandblast and Painting Program	4/15/2025	Backup Material

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A THREE-YEAR FIRE HYDRANT PAINTING CONTRACT WITH GO PAINTERS INC. IN THE AMOUNT OF \$121,480.

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

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the Village of Bensenville owns and maintains over 1,060 water hydrants throughout the Village, and

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

WHEREAS the Village of Bensenville desires to hire a contractor to sandblast and paint all Village-owned hydrants over the next three years, and

WHEREAS the Village of Bensenville partnered with the Village of La Grange Park to seek proposals, and

WHEREAS the Villages of Bensenville and La Grange Park advertised for bids on March 9, 2025, and

WHEREAS the Village of Bensenville received one (1) bid from Go Painters Inc. on April 9, 2025, and

WHEREAS the Village of Bensenville seeks to enter a three-year contract with Go Painters Inc., in the not-to-exceed amount of \$121,480.

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

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing a three-year Fire Hydrant Painting Contract with Go Painters Inc. in the amount of \$121,480.

<u>SECTION THREE</u>: 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.

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

	APPROVED:
	Frank DeSimone, Village President
ATTEST:	
Nancy Quinn, Village Clerk	
AYES:	
NAYS:	
ABSENT:	



2025-2027 Fire Hydrant Sandblast & Paint Program

Request for Bids

For 2025-2027 Fire Hydrant Sandblast & Paint Program: For the Villages of Bensenville, IL & La Grange Park, IL

Village of Bensenville
Public Works Department
717 E Jefferson Street
Bensenville, Illinois 60106

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NOTICE REQUEST FOR BIDS

2025-2027 Fire Hydrant Flow Testing Services

BID DUE:

By Wednesday, April 09, 2025 at 9:00 a.m.

PROJECT NAME:

2025-2027 Fire Hydrant Sandblast & Paint Program

PROJECT LOCATION:

Village of Bensenville and La Grange Park, Illinois

March 20, 2025

Notice is hereby given that the Village of Bensenville and La Grange Park is seeking Bids from qualified firms to establish a contractual agreement for the 2025-2027 Fire Hydrant Sandblast & Paint Program. The Bids shall be sent to:

Village of Bensenville
Office of the Village Clerk
12 South Center Street
Bensenville, IL 60106

The Village of Bensenville will accept Sealed Bids until 9:00 a.m. local time on Wednesday, April 09, 2025. The Bid must be in a sealed opaque envelope plainly marked 2025-2027 Fire Hydrant Sandblast & Paint Program. The forms can be found at www.bensenville.il.us under "Business." The packet can also be picked up at the Public Works Department, 717 E Jefferson Street, Bensenville, IL 60106. Detailed information may be obtained by contacting Amanda Segreti at 630-350-3435 or via email at asegreti@bensenville.il.us.

All Bids require a Bid Bond, or Certified or Cashier's Check made payable to the Village of Bensenville for not less than five percent (5%) of the base Bid amount.

The Village Board reserves the right to reject any and all Bids or portions thereof.

Nancy Quinn Village Clerk

REQUIREMENTS

Required of ALL bidders:

	Bid Compliance Certification
1	Complete Price Bid Form
Car sea	Contractor References Form
	List of Equipment
and the same	Contractors Drug-Free Workplace Certification
	Sexual Harassment Certificate
	Contractors Illinois Department of Revenue Tax Compliance
	Certificate of Compliance - Criminal Code of 2012
Req	uired of Awarded Contractor(s)
	Performance Bond on AIA A132 Form Signed Contract Certificate of Insurance W9 Form

(Contractor Signature) I understand the list of Requirements for Bidders and for Awarded Contractor

2025-2027 PRICE BID FORM

	Bensenville Quantity		400
	La Grange Park Quantity	344	
2025	Total Hydrants		744
2025	Unit Price	\$	112.00
	2025 Total	\$	83,328.00
	Bensenville Quantity		400
	La Grange Park Quantity		150
2000	Total Hydrants		550
2026	Unit Price	\$	115.00
	2026 Total	\$	63,250.00
	Bensenville Quantity		260
	La Grange Park Quantity		0
	Total Hydrants		260
2027	Unit Price	\$	118.00
	2027 Total	\$	30,680.00
	2025-2027 TOTAL	\$	177,258.00

TERMS AND CONDITIONS

1. DEFINITIONS

"Village" refers to both municipalities (Bensenville and La Grange Park).

2. CONDITIONS

Bidders are advised to become familiar with all conditions, instructions and specifications governing their proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of their contract shall not be cause to alter the original contract or to request additional compensation.

3. BID SECURITY

- 3.1 Each Bid must be accompanied by Bid security made payable to the Village in an amount of five percent (5%) of the Bidder's base Bid price and in the form of a certified or bank check or a Bid Bond.
- 3.2 Bid Bonds shall be duly executed by the Bidder as principal and having as surety thereon a surety company approved by the OWNER, having the minimum equivalent of a Best and Co. 5A Rating.
- 3.3 Upon project starting, the Bid deposit will be returned. Failure of the bidder to execute a contract after notice of contract award will result in forfeiture of the Bid deposit. Bid deposit shall be retained by the Village as liquidated damages, not a penalty.
- 3.4 Village will return Bid deposits from unsuccessful Bidders if requested after contract is awarded by the Village Board and all documents are executed.

4. ADJUSTMENTS TO THE CONTRACT

Prospective Bidders are forewarned that the Village of Bensenville reserves the right to adjust the quantities of work to be accomplished, either up or down, dependent on the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment will be based on measured quantities and accepted unit prices.

4.1 The Village may terminate the contract for any reason with thirty (30) day written notice.

5. MULTI-YEAR CONTRACT/TERM/TERMINATION

- 5.1 This is a Three (3) Year Contract
- 5.2 The term of the contract shall be from May 1, 2025, to December 31, 2027
- 5.3 The Village may terminate the contract for any reason with thirty (30) day written notice.

6. DAMAGES TO PROPERTY

- 6.1 The CONTRACTOR shall be responsible for any damage to properties caused by the acts of their work in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant or owner or the Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.
- 6.2 The Contractor is not authorized to drive equipment on to private property without proper written authority from the property owner.

6.3 It is recommended that, for the Contractor's protection, if any damage exists before work begins that the Director of Public Works or appointed representative be notified of such, prior to work beginning. Visual records (pictures) shall be taken by the contractor of any preexisting damage before work begins.

7. TIME OF COMPLETION, PENALTY, AND LIQUIDATED DAMAGES

- 7.1 The CONTRACTOR understands that all contract times are of the essence. Penalties will be imposed for non-completion of the set dates.
- 7.2 Should the CONTRACTOR fail to complete the work within the time specified in the Contract or within such extended time as may have been allowed, the CONTRACTOR shall be liable to the OWNER in the amount of Two Hundred Fifty dollars (\$250.00), as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.
- 7.3 Any penalty or liquidated damages owed the Village may be deducted from any payments to the CONTRACTOR. If the deduction does not satisfy the full extent of the CONTRACTOR'S penalty obligation, then the CONTRACTOR shall pay the difference to the OWNER. The parties further agree that the liquidated damages represent the minimum damage the Village will sustain for each calendar day of the delay in completion of the work.

SCOPE OF WORK

Bidding requirements, general terms and conditions, scope of work and other special requirements are all part of the bidding document and contract specifications. Standard specifications of technical or professional societies and federal, state or local agencies referred to shall include all amendments as of the date of advertisement for bids.

This program takes place over three (3) years. The schedule is below:

	Village of Bensenville	Village of La Grange Park	Communities Combined Total
Year	# of Hydrants to be	# of Hydrants to be	
	Painted	Painted	
2025	400	344	744
2026	400	150	550
2027	260	*****	260
Total	1,160	494	1,654

A map will be provided annually before the start of the project to identify the hydrant locations.

8. PROJECT PERSONEL

8.1 PERSONEL ASSIGNMENT - If Village deems a Contractor's employee to be unfit or unsuitable to perform the contracted work due to intoxication, drug use, by virtue of abusive or obnoxious behavior, by poor quality of work, poor demeanor, or other similar reasons, then upon written request by the Village, Contractor shall remove said employee from Village work and furnish a suitable and competent replacement.

9. PROJECT SPECIFICATIONS

A. The proposal <u>must</u> be itemized, listing the cost for each fire hydrant, a total cost, and the type of work to be performed (please complete attached "Price Bid Form" – Attachment #1).

B. The number of hydrants that need to be painted on or before April 30, 2027, cannot be determined until a proposal has been accepted. The remainder of the hydrants must be painted between May 1 and June 30, each year of this agreement. This project is being split between three budget periods.

C. HOURS OF WORK

No work shall be performed prior to 7:30 a.m. and shall be completed by 4:00 p.m. Normal working days shall be Monday through Friday. Work will not be allowed on Saturdays, Sundays, and Village Holidays unless approved by the Director of Public Works.

- D. The CONTRACTOR is responsible for complete sandblasting to a minimum blast profile to meet SSP-SP6 NACE 4.
- E. The CONTRACTOR must use the following materials for priming:
 - a. Apply one full coat of SW MACROPOXY 646 UNIVERSAL METAL PRIMER to the fire hydrant. The primer coating must have a similar "tint" to the final paint coat color.
- F. The CONTRACTOR must use the following materials for painting of the fire hydrants which are located on the public right-of-way:
 - a. <u>Paint</u> Apply a topcoat of SW Acrolon 218HS (Safety Red) paint to the fire hydrant. (a minimum of 6.0 to 10.0 wet mils thickness per coating). (1) one spray coating of paint material 4-28 hours after primer application, and (1) one spray coating of final paint material within 4-28 hours after initial paint coating on each fire hydrant.

The CONTRACTOR must provide the Village written documentation to warranty each fully completed fire hydrant for a minimum of five (5) years for deterioration of paint product.

Upon inception and completion of the project all painting/priming materials are to be visually inspected by each village's designee.

- G. The CONTRACTOR shall use caution when sandblasting/painting as to not destroy the fire hydrant's surrounding grass or landscape.
- H. The CONTRACTOR is responsible for cleanup of excess sandblast material from the sidewalk, driveway, surrounding paved area, turf and/or landscaping. All blasting material from sandblast operations shall be removed from the site and from the Village the same day it is placed. No debris is to remain in the street or on the sidewalk overnight. Under NO circumstances will debris be left on the parkway over the weekend unless otherwise specified by the Public Works Department.
- The CONTRACTOR shall provide protection to any sidewalk, driveway, paved area, turf and/or landscaping so spray primer/paint material does not discolor said sidewalk, driveway, paved area, turf and/or landscaping.
- J. The CONTRACTOR is responsible for (2) two additional attempts to sandblast, prime and paint any fire hydrants that are passed over due to a hazard preventing the crew from completing work during normal progress (i.e. car parked too close). The CONTRACTOR shall notify the Chief Water Operator/Utilities Crew Leader before the end of each day regarding any hydrants that are passed over due to hazards.
- K. RESTORATION: The CONTRACTOR shall take all necessary precautions to eliminate damage to trees, grounds, driveways, streets, curbs, sidewalk, structures, and utilities on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department office located at 937 Barnsdale Road, La Grange Park, IL 60526 and 717 E Jefferson Street, Bensenville, IL 60106 on the day of the occurrence. Any damage shall be repaired at the CONTRACTOR'S expense within ten (10) days of the occurrence (unless demonstrable reason for a

delay can be shown with the consent of the Public Works Department). Should the damage not be rectified within the agreed time or to the satisfaction of the Public Works Department, the Village reserves the right to repair or replace that which was damaged or assess the CONTRACTOR with such costs as may be reasonable and related to the damage caused by the CONTRACTOR and deduct these costs from any payment due the CONTRACTOR, failure may be cause for termination of the Contract.

- L. The CONTRACTOR is responsible to provide at all times, adequate traffic/pedestrian control per the Manual for Uniform Traffic Control Devices requirements. This shall include, but is not limited to, Public Works and/or Police Department notification of road closures, installation of signs, barricades, fencing, etc., protecting all hazards. The CONTRACTOR shall arrange to keep sidewalks open for traffic when possible. Signs or cones must be properly used if closing sidewalks.
- M. The CONTRACTOR will provide 48 hours' notice to the Public Works Department prior to commencing any work. This notice will provide the dates and locations of the work being done, for the Public Works Department to provide notification that may be necessary and to conduct an inspection upon completion of the work.
- N. The CONTRACTOR will also provide notification to the Village of any accidents, injuries, or complaints by the general public to allow the department to follow-up on these matters.
- The Village reserves the right, at its discretion, to stop work or disallow payment for any work
 performed where the proper safety precautions were not being observed. The CONTRACTOR shall
 comply with all OSHA requirements.
- P. The CONTRACTOR must submit at least three (3) references for work done in the past 2 years.
- Q. The successful bidder will be notified of such by the Public Works Department, at which time the attached Contract will need to be executed. <u>It is the bidder's responsibility to become familiar with the Village's contract.</u>

CONDITIONS

The following conditions apply to all purchases/services and become a definite part of each invitation to Bid. Failure to comply may disqualify your Bid.

ELIGIBILITY TO BID

Non-Discrimination in Employment - Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or otherwise commit an unfair employment practice. The Contractor, his sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall commit within the State of Illinois, under this contract, any unfair employment practices as defined in the act of the 72nd General Assembly entitled "Fair Employment Practices Act". Contractor is referred to Ill. Rev. Stat. 1961) ch. 48, paragraph 851 et seq. The contractor in all contracts entered into with suppliers of materials or services, and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

- 1) Prevailing Wages- The Contractor shall pay not less than the prevailing rate of wages as found by the Department of Labor or determined by the court to all laborers, workers and mechanics performing work under this contract. Contractor must adhere at all times to Federal Wage Determination #II89-11, Rev.Stat.Section 39 S-2 (Modification #3). It is the Contractors responsibility to determine the applicability of Prevailing Wage rates on this project.
- 2) <u>Removal or Suspension of Contractors</u> The Village may remove or suspend any Contractor from the Contractor's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:
 - a) Services performed do not comply with specifications of contract with the vendor;
 - b) Work is not done within the contract's specified in the contract;
 - c) An offer is not kept firm for the length of time specified in the contract;
 - d) Contractor fails to provide performance bond when required by invitation to Bid;
 - e) Contractor is found guilty of collusion;
 - f) Bankruptcy or other evidence of insolvency is found;
 - g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.

3) Compliance to Law -

The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or any other local governing agencies which may in any manner affect the preparation of Bid or the performance of this contract.

a) All merchandise or commodities must conform to all standards and regulations as set forth under the Occupation Safety Health Administration (O.S.H.A.)

CONDITIONS FOR BIDDING

1) Bid Definitions -

a) Bidding documents include the advertisement of invitation to Bid, terms and conditions, scope of work / specifications, the Bid price form and the proposed contract documents including addenda issued prior to receipt of Bids.

- b) Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the Bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.
- 2) <u>Bid Price Form</u> Shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked "2025-2027 Fire Hydrant Sandblast & Paint Program."
- 3) <u>Late Bids</u> Formal Bids received after specified Bid opening time will not be considered and will be returned unopened.
- 4) Withdrawal of Bids A written request for withdrawal is required and must be received before Bid opening. After Bid opening, Bids become a legal document and an integral part of the Bid and shall not be withdrawn. Such requests are to be directed to the attention of the Deputy Village Clerk, telephone number (630) 350-3404.
- 5) Examination of Bidding Documents Each Contractor shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a Bid. Should a Contractor find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (10) days prior to Bid due date, notify the Village Clerk who will, if necessary, send written addenda to all Contractors. The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Village Clerk. After the Bids are received, no allowance will be made for oversight by the Contractor.
- 6) <u>Mistake in Bid and Bid Changes</u> No Bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The Contractor must initial erasures on the Bid form.
- 7) <u>Bid Binding</u> Unless otherwise specified, all Bids shall be binding for Ninety (90) days following the Bid opening date.
- 8) Changes in Contract Documents Changes or corrections may be made by the Village in contract documents after they have been issued by the Village to all Contractors of record. Such addendum or addenda shall take precedence over that portion of the documents concerned and shall become part of the contract documents. Except in unusual cases, addenda will be issued to each of the Contractors at least four (4) days prior to date established for receipt of Bids.
- 9) <u>Response to Invitations</u> Contractors who are unable to Bid or do not desire will provide a letter of explanation and return the Bid form. Contractors who fail to respond on two (2) successive Bids will be removed from the qualified Contractor's list.
- 10) <u>Bid Attachments</u> Contractors shall attach to the Bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.
- 11) <u>Contractor's Competence</u> The Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the Contractor shall submit to the Village a properly executed Contractor's Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.
- 12) <u>Bid Opening</u> At the precise time set for Bid opening, Bids will legally be made public. Contractors or their representatives are encouraged to attend the Bid opening.

13) <u>Bid Award</u> - The Contractor acknowledges the right of the Village to reject any or all Bids and to waive informality or irregularity in any Bid received and to award each item to different Contractors or all items to a single Contractor (to accept, split, and or reject part(s) of any of all Bids). In addition, the Contractor recognizes the right of the Village to reject a Bid if the Contractor failed to furnish any required Bid security or to submit the data required by the Bidding documents, or if the Bid is in any way incomplete or irregular.

AWARD OR REJECTION OF BIDS

- 1) <u>Award or Rejection</u> Contracts are awarded to the lowest, most responsible Contractor. In determining the responsibility of a Contractor, the following are taken into consideration:
 - a) The character, integrity, reputation, judgment, experience an efficiency of the Contractor;
 - b) The current, uncompleted work in which a contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
 - c) The financial resources of the Contractor;
 - d) Cash discounts offered;
 - e) Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price therefore, is to be taken into consideration, and a Bid which is low in point of price may be rejected if the material to be furnished is not the best;
 - f) Direct, indirect and incidental costs to the Village;
- 2) Notice of Award A delivered executed contract shall be the binding contract.

CONTRACT PROVISION

- 1) Material, Equipment, and Workmanship: Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. CONTRACTOR shall, if required to furnish satisfactory evidence as to the source, kind and quality of the materials and equipment incorporated in the GOODS.
- 2) Equipment and Shop Drawings When the contract requires detailed shop drawings and layouts, Contractor shall submit them to the Village Manager, or his/her designee, for his/her approval. Drawings shall show the characteristics of equipment and operation details.
- 3) <u>Village Supervision</u> The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as "additions".
- 4) <u>Village Insurance Requirement</u> Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors.
 - A) Minimum Scope of Insurance Coverage shall be at least as broad as:
 - Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village of Bensenville/La Grange Park named as additional insured; and
 - (2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville/La Grange Park as insured; and
 - (3) Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90 or newer), Symbol 01 "Any Auto."
 - (4) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

B) Minimum Limits of Insurance Contractor shall maintain limits no less than:

- (1) Commercial General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- (2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

C) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village of Bensenville. At the option of the Village of Bensenville, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Bensenville, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

D) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) The Villages "Bensenville and La Grange Park", its officials, agents, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Villages, its officials, agents, employees, and volunteers.
- (b) The Contractor's insurance coverage shall be primary as respects the Villages, its officials, agents, employees, and volunteers. Any insurance maintained by the Villages, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Villages, its officials, agents, employees, and volunteers.
- (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause, language stating that Contractor's insurance shall apply separately to each insured against who claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Villages, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.

(3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the Villages.

E) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois

F) Verification of Coverage

Contractor shall furnish the Villages with certificates of insurance naming the Villages, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements

affecting coverage require by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Villages and are to be received and approved by the Villages before any work commences. The attached Additional Insured Endorsement (Exhibit A) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit A). The Villages reserves the right to request full-certified copies of the insurance policies and endorsements.

G) Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

H) Assumption of Liability

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Villages, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Villages, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Villages, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connections therewith, and if any judgment shall be rendered against the Villages, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Villages, its officials, agents, and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Villages, may be retained by the Villages to protect itself against said loss until such claims, suits, or judgments shall have been settles or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

- 5) <u>F.O.B.</u> All prices must be quoted F.O.B. Bensenville Illinois. Shipments shall become the property of the Village after delivery and acceptance.
 - a) CONTRACTOR shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by OWNER at the point of delivery; and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and malicious, mischief, collapse, water damage and such other perils, as CONTRACTOR deems appropriate.
- 6) <u>Service Schedule</u> Services must be rendered within sixty (60) days from the date of execution of the contract unless a specific date is stated on the Bid. The Village may cancel contract without

obligation if date requirements are not met. If said contract is not canceled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision enumerated herein.

- 7) Delivery Bid price shall include delivery as indicated herein.
- 8) <u>Default</u> The Village may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

If the contractor fails to make delivery or to perform the services within the time specified herein or any extension hereof.

In the event the board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the Village for any excess costs for such similar supplies for services; PROVIDED that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- 9) Alternate Materials and Equipment Where specifications read "or approved equal", contractor shall direct a written description to the Public Works Director for approval, as set forth herein below. Generally, where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that specification or equal, or item that will perform a comparable function and be equal thereto to fill the needs of the Village, unless "No Substitutes" is specified. When offering alternatives, they must be identified by brand name and catalog number; in addition, the manufacturer's literature shall be included with the Bid. However, Contractors will be required to furnish samples upon request and without charge to the Village.
- 10) <u>Contractor's Access to Procurement Information</u> All procurement information concerning this Bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all Contractors as provided by such acts.
- 11) Acceptance Contracted work will be considered accepted when final payment is made.
- 12) <u>Payment</u> The Contractor shall submit invoices to each Municipality detailing the services provided directly to the respective Municipality. All services shall be invoiced based on unit pricing and quantities used. The Municipalities shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipality.
 - a) For services of merchandise ordered by purchase order, payment will be made to a vendor provided and service or merchandise has been properly tendered to and accepted by the Village. Payment by check to a vendor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 4th Tuesday of the month.
 - b) For construction, partial payouts will be made each month as the work progresses, provided the work has been properly completed and accepted by the Village. Payment by check to a contractor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 4th Tuesday of the month.
 - c) Invoices shall be delivered to:

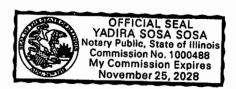
Village of Bensenville Director of Public Works 717 Jefferson St. Bensenville, IL 60106 Village of La Grange Park Director of Public Works 937 Barnsdale Rd La Grange Park, IL 60526 13) <u>Reorders</u> - Reorders for the same item(s) shall be furnished at the base contract price or shall be furnished pursuant to a schedule of prices attached hereto by the contractor. Reordering shall be within the sole discretion of the Village.

14) Guarantees and Warranties -

- a) All material, workmanship, services, and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for the period specified in the Bid documents, based on the date of completion. Upon notice of defect, Contractor shall make necessary repairs, immediately, at no extra charge to the Village. Said time shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, immediately, at no extra charge to the Village.
- b) All warranties for materials or equipment must be received with title before payment for same is recommended.
- 15) <u>Changes/Additional Services/Deletions</u> Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village Manager or his/her designee, prior to such changes or modifications being made. Any additional service desired from the contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the Bid page and will be agreed to with the contractor prior to additional work commencing. In the event that charges for additional services cannot be agreed upon, Bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.
- 16) <u>Change Order Authorization</u> Pursuant to Public Act 85-1295 (III.Rev.Stat.ch.38, paragraph 33E-1 et seq.). no change order may be made in this contract which would authorize or necessitate an increase or decrease in either the cost of the contract by \$10,000.00 or more, or the time of completion by 30 days or more unless one of the following certifications is made by either the Village Board or its designee that:
 - a) Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
 - b) The circumstances said to necessitate the Change were not within the contemplation of the contract as signed; or
 - c) The change is in the best interest of the Village.

VILLAGE OF BENSENVILLE BID COMPLIANCE CERTIFICATION

,JORGE E. OCEGUERA, having been first duly sworn, depose and state that: (Owner/authorized company representative)
GO PAINTERS INC. ("Contractor"), having submitted a Bid for: (Name of Company)
2025-2027 Fire Hydrant Sandblast & Paint Program to the Village of Bensenville hereby certifies that
Contractor:
L. is operating in compliance with the federal Civil Rights Act, 42 USC §2000e, and the Illinois Human Rights Act, 775 ILCS 5/2-105(A). 2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or fit is: a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Illinois Revenue Act; or b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
B. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that
s. is in full compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et. seq. is in full compliance with the Criminal Code of 2012, 720 ILCS 5/33-1 et. seq. is in full compliance with the Public Construction Act, 30 ILCS 557/1 (applicable if the contract is n excess of \$75,000.00). By: (Officer or Owner of Company stated above) Title: PRESIDENT
SUBSCRIBED AND SWORN to before me
his Oth day of April , 2025.



CONTRACTOR INFORMATION

NAME (PRINT) JORGFE E	OCEGUERA	
SIGNATURE	Jan	
COMPANY NAME (PRINT)	GO PAINTERS INC.	
ADDRESS	500 N. 6TH. AVE. MAYWOOD IL. 60153	
TELEPHONE	773-799-6590	
FACSIMILE		
EMAIL	gopainters@gmail.com	

Please Return to:

Corey Williamsen
Deputy Village Clerk
Village of Bensenville
12 S Center St.
Bensenville, IL 60106

The Bid must be in a **sealed opaque** envelope **plainly marked**: "2025-2027 Fire Hydrant Sandblast & Paint Program"

The Bids must be received by 9:00 AM, Wednesday, April 09, 2025 and thereafter immediately publicly opened and read in the Village Hall Board Room.

It shall be the responsibility of the Contractor to deliver its Bid to the designated person at the appointed place, prior to the announced time for the opening of the Bids. Bids submitted unsealed, unsigned, via fax or e-mail transmission, or received subsequent to the aforementioned date and time, will be disqualified and returned to the Contractor.

CONTRACTOR REFERENCES FORM

Provide three (3) references for current or former clients with requirements/scope of work similar to those included in this Bid. References of local government or related agencies is preferred. The VILLAGE reserves the right to contact any references listed.

Reference #1:

TOTOTOO II II	
Client/Municipality Name:	ELK GROVE VILLAGE450
Address:	E. Devon Avenue,
	Elk Grove Village, IL 60007
Contact Person:	Bryan Grippo
Telephone	847.734.8048
Fax	
Email Address:	BGrippo@elkgrove.org

Reference #2:

(CIOIOIIOO II Z.	
Client/Municipality Name:	VILLAGE OF ORLAND PARK
Address:	14700 S. RAVINIA AVENUE,
Contact Person:	ORLAND PARK, IL 60462
Contact Person.	IVANA LISN ICH
Telephone	708.403.6359
Fax	
Email Address:	ilisnich@orlandpark.org

Reference #3

Neielelice #5	
Client/Municipality Name:	City of McHenry
Address:	333 S. Green Street,
	McHenry, Illinois 60050
Contact Person:	TROY STRANGE
Telephone	815-363-2186
Fax	
Email Address:	tstrange@cityofmchenry.org

LIST OF EQUIPMENT

List (or attach) all the Equipment that will be used on this Project:

Air commpressor Doosan hp475cfm 2020 02 sandblasting power
Blasting Pots Schmidt 6CFT 02 sandblasting machine
Paint sprayer Graco XP 21PRO 06 paint sprayer tool
Utility Trucks Ford F-350HD 05 Utility vehicles

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. seq. entitled "Drug Free Workplace Act"; the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantees of contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) aBide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon employees for drug violations.
- (c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph
- (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION (continued.)

- (f) Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

Failure to aBide by this certification shall subject the contractor to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

GO PAINTERS INC.
Contractor

ATTEST: EDGAR O FIGUEROA

DATE: 04/09/2025

SEXUAL HARASSMENT CERTIFICATE

Go Painters Inc.

hereinafter referred to as "Contractor" having submitted a Bid/Bid for FIRE HYDRANT SANDBLAST & PAINT PROGRAM to the Village of Bensenville, DuPage County, Illinois, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775

ILCS 5/2-105(A)(4) including the following information:

- 1. An acknowledgment of the illegality of sexual harassment.
- 2. The definition of sexual harassment under State law.
- A description of sexual harassment, utilizing examples.
- 4. The contractor's internal complaint process including penalties.
- 5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
- 6. Directions on how to contact the Department of the Commission.
- 7. An acknowledgment of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of

Human Rights upon request.

By: Jorgeoleg versa

Authorized Agent of Contractor

Subscribed and sworn to

before me this

___u

NOTARY PURI IC

OFFICIAL SEAL
YADIRA SOSA SOSA
Notary Public, State of Illinois
Commission No. 1000488
My Commission Expires
November 25, 2028

CONTRACTOR'S ILLINOIS DEPARTMENT OF REVENUE-TAX COMPLIANCE

Hydrant Sandblast & Paint Program to the Village of Bensenville, hereby certifies that said contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- It is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- It has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By:

Authorized Agent of Contractor

SUBSCRIBED AND SWORN to before

Me this Oth day April 2025

NOTARY PUBLIC



CERTIFICATE OF COMPLIANCE - CRIMINAL CODE OF 2012 720 ILCS 5/33-1 et. Seq.

I, GO POINTEYS INC JO., the contractor under a certain contract dated: 04-09-2025 with the Village of Bensenville for Tive hy Jrant Sandblast n Rinhereby certifies that said contractor is not barred from Bidding on the aforesaid contract as a result of a violation of
any applicable provision of the Criminal Code of 2012.
Contractor:
By: <u>Torge Ocegvera</u> Title: <u>President</u>
Title: President
SUBSCRIBED AND SWORN to before

NOTARY PUBLIC

OFFICIAL SEAL
YADIRA SOSA SOSA
Notary Public, State of Illinois
Commission No. 1000488
My Commission Expires
November 25, 2028

CONTRACT

, 1	THIS AGREEMENT, made and concluded this 29 day of April,2025 between the Village of Bensenville acting by and through its Village President and Village Board, known as the party of the first part and Go Painters Inchis/their executors, administrators, successors or assigns, known as the party of the second part.					
2	WITNESSETH: that for and in consideration of the payments and agreements mentioned in the Bid hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the engineer under it.					
3	And it is also understood and agreed that the notice to Contractors, instructions to Contractors, specifications, special provisions, Bid and contract bond hereto attached are all essential documents of this contract and are a part hereof.					
4.	And it is also understood and agreed that employers shall not discriminate against employees or applicants for employment on basis of race, color, religion, sex or national origin.					
	IN WITNESS WHEREOF the said parties have executed these presents on the date above mentioned.					
	Village of Bensenville					
	Ву:					
	Village President					
ATTEST:						
	Municipal Clerk					

(If Corporation)	Corporate Name GO PAINTERS INC.
Painters MORE THAN JUST PAINTERS! 500 n 6Th. Avenue Maywood II. 60153 ATTEST: Jugueroad EDGAR O. FIGUEROA	Address 500 N. 6th AVE. mAYWOOD, IL. 60153 By JORGE E. OCEGUERA President Painters MOR THAN JUST PAINTERS 500 n 6Th. Avenue Maywood IL 60
Corporate Secretary	-
(If an Individual)	Business Name
	Address
	By(Seal) Contractor
(If a Co-partnership)	Firm Name
	By(Seal)

PERFORMANCE BOND

KNOW ALL MEN BY	THESE PRESENT, that we	JORGE E, OCEGUERA.	President
as Principal, and	GO PAINTERS INC.		
,			

a corporation organized and existing under the laws of the State of Illinois, as Surety, are held and firmly bound unto the Village of Bensenville, State of Illinois, in the penal sum of dollars (\$_8,863.00______), lawful money of the United States, well and truly to be paid unto said Village of Bensenville for the payment of which we bind ourselves, our heirs, executors, administrators, successor, and assigns, jointly, severally, and firmly by these present.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with the Village of Bensenville acting through the Village President and Village Board of said Village of Bensenville for the FIRE HYDRANT SANDBLAST & PAINT PROGRAM in the Village of Bensenville which contract is hereby referred to and made a part hereof, as if written herein at length, in and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, material, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, sub-contractor, or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted and shall hold the Village of Bensenville and the said Village President and Village Board harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements, of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this

16th	day of <u>APRIL</u>	_A.D. 2025.	
		Corpor	rate NameGO PAINTERS INC.
			By: JORGE E. OCEGUERA.
			ATTEST: EDGAR O. FIGUEROA. Gigueroad Secretary
			Surety:(Seal)
			By: Attorney in Fact (Seal)
			By:Attorney in Fact (Seal)
			Countersigned By: Agent for Surety
			Address of Surety

State of Illinois
County of Cook) ss
I, <u>Yadira</u> Sosa sosa a Notary Public in and for said county, in the State aforesaid, do hereby certify that <u>Yorac E. Occapera</u> , personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Principal therein, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.
Given under my hand and Notarial Seal, this
Seal YADIRA SOSA SOSA Notary Public, State of Illinois Commission No. 1000488 My Commission Expires November 25, 2028 Notary Public Notary Public Address
State of Illinois IL, 60153
County of Cook.

I, Usiva Scsa Sosa a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sorge E. Occovero, who is personally known to me to be the person who signed the above and foregoing instrument as the Attorney in Fact for , thereto, as his Principal, and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under the authority given him by said Principal.						
OFFICIAL SEAL YADIRA SOSA SOSA Notary Public, State of Illinois Commission No. 1000488 My Commission Expires November 25, 2028	yar wa	Address				
Approved this	day of	_, A.D.2025.				
ATTEST:	Village President and Villag	e Board				
Municipal Clerk Municipal Seal	Villag	e President				

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bid Bond

CONTRACTOR:

(Name, legal status and address)

GO Painters, Inc. 500 N 6th Avenue Maywood, IL 60153

OWNER:

(Name, legal status and address)

Village of Bensenville 12 South Center Street Bensenville, IL 60106 **SURETY:** Philadelphia Indemnity Insurance Company: Pennsylvania Corporation (Name, legal status and principal place of business)

One Bala Plaza Suite 100 Bala Cynwyd, PA 19004-1403

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The State of the S

BOND AMOUNT: Five Percent (5%) of the Base Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

2025-2027 Fire Hydrant Sandblast & Paint Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this	9th	day of	April		2025 .		
				GO Painters,	Inc.		
				(Principal)		2 ()	(Seal)
(Witness)				(Title)	Degve	in trepla	William Services
	11	,		Philadelphia	Indemnity Ins	surance Comp	ing
mislie	Gue	re		(Surety)	MMS	on the state of th	$\mathbb{C}^{\mathbb{R}^{G \times A}}$ (Seal)
(Witness)				\times	How		1927 8
				(Title) John I	D. Weisbrot	Attorney-In-Fac	ct.
						THE STATE OF THE S	J. Walley

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint <u>JOHN D. WEISBROT, MELISSA L. MCDADE, STEVEN M. VARGA OR NANCY NIGRO</u> of Risk Strategies dba JW Bond Consultants, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER

RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any

such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to

which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.



(Seal)

John Glomb, President & CEO Philadelphia Indemnity Insurance Company

Vanessa mckenzie

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Notary Seal Venessa Mckenzie, Notary Public Delaware County My commission expires November 3, 2028

My commission expires November 3, 2028 Commission number 1366394

Member, Pennsylvania Association of Notaries

residing at:

Linwood, PA

My commission expires:

November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9th day of April , 2021

1927 CE

Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY



PHILADELPHIA INDEMNITY INSURANCE COMPANY

Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus (in thousands, except par value and share amounts)

Admitted Assets		As of	Decem	ber 31,
		2023		2022
Bonds (fair value \$8,720,743 and \$7,902,637)	\$	9,263,769	\$	8,709,823
Preferred stocks (fair value \$8,060 and \$14,560)		8,060		14,560
Common stocks (cost \$18,727 and \$24,136)		21,946		28,395
Mortgage loans		1,060,940		1,074,734
Real estate		21,033		21,779
Other invested assets (cost \$201,673 and \$212,500)		226,716		234,138
Receivables for securities sold		4,072		476
Cash, cash equivalents and short-term investments		147,539		95,212
Cash and invested assets	-	10,754,075	***************************************	10,179,117
Cash and invested assets		10,70 1,070		,,
Premiums receivable, agents' balances and other receivables		1,108,771		955,218
Reinsurance recoverable on paid loss and loss adjustment expenses		57,589		64,607
Accrued investment income		93,350		88,001
Receivable from affiliates		7,123		4,406
Federal income taxes receivable				21,231
Net deferred tax assets		162,612		150,526
Other assets		11,103		11,196
Total admitted assets	\$	12,194,623	S	11,474,302
Total admined abserts			22	
Liabilities and Capital and Surplus				
Liabilities:				
Unpaid loss and loss adjustment expenses	\$	5,797,285	\$	5,680,508
Unearned premiums		1,887,004		1,766,050
Reinsurance payable on paid loss and loss adjustment expenses		35,204		39,160
Federal income taxes payable		2,352		-
Ceded reinsurance premiums payable		152,393		119,157
Commissions payable, contingent commissions and other similar charges		298,124		247,996
Funds held		96,542		82,555
Payable to affiliates		20,862		21,337
Provision for reinsurance		295		678
Payable for securities purchased		12,957		42,426
Accrued expenses and other liabilities		62,438		58,292
Total liabilities	***************************************	8,365,456	-	8,058,159
1 Otal Habilities	***************************************	0,505,150		0,000,100
Capital:				
Common stock, par value of \$10 per share; 1,000,000 shares				
authorized, 450,000 shares issued and outstanding		4,500		4,500
Surplus:				
Gross paid-in and contributed surplus		386,071		386,071
Unassigned surplus		3,438,596		3,025,572
Total surplus	-	3,824,667	***************************************	3,411,643
Total capital and surplus		3,829,167		3,416,143
Total liabilities and capital and surplus	\$	12,194,623	\$	11,474,302
The state of the s	-			

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:

Commonwealth of Pennsylvania - Notary Seal Commonwealth of Pennsylvania - Notary Seal Kimberly A. Kessleski, Notary Public Montgomery County My commission expires December 18, 2024 Commission number 1245769 Member, Pennsylvania Association of Notaries

Karencerister Auciello EVP & CFQ

The state of the s

karen Gilmer-Pauciello

Sworn to before me this 5th day of June 2024.

Kimberly Kessleski, Notary

Village of Bensenville 2025-2027 Fire Hydrant Sandblast and Painting Program Bid Tab

		0. D.: ()
1		Go Painters Inc
	Bensenville Quantity	400
	La Grange Park Quantity	344
2025	Total Hydrants	744
2025	Unit Price	\$112.00
	2025 Total	\$83,328.00
	Bensenville Quantity	400
	La Grange Park Quantity	150
2026	Total Hydrants	550
2020	Unit Price	\$115.00
	2026 Total	\$63,250.00
	Bensenville Quantity	260
	La Grange Park Quantity	0
	Total Hydrants	260
2027	Unit Price	\$118.00
	2027 Total	\$30,680.00
	2025-2027 TOTAL	\$177,258.00

TYPE:SUBMITTED BY:DEPARTMENT:DATE:ResolutionBrad HargettPublic WorksApril 29, 2025

DESCRIPTION:

Resolution Authorizing the Execution of a Change Order #1 with Acqua Contractors Corporation for the Addison Creek Storm Sewer Phase II Improvements for an increase of \$189,606.62, for a revised contract amount of \$2,679,606.62.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
N/A	N/A

BACKGROUND:

The Addison Creek Storm Sewer Phase II Improvements were substantially completed prior to the November 30, 2024 deadline. Final inspection of landscape restoration and pavement markings will occur during April 2025 with a final punch list to be issued.

The original contract with Acqua Contractors Corporation was in the amount of \$2,490,000.00 was approved on June 18, 2024, with resolution R-99-2024. The Addison Creek Storm Sewer Phase II Improvements started where the prior Phase I improvements terminated at the alley between Bridgeway Senior Living and Pine Avenue, at the Rose Street Intersection. Improvement continued down the alley to Sunrise Park, south through the park and finally down Marion Street to Jefferson Street.

KEY ISSUES:

The project is now substantially complete with a revised contract value of \$2,679,606.62, which is an increase of \$189,606.62 to the original approved contract value. The nature of the change order included balancing of contract quantities reflecting field conditions and twelve (12) additional items required during the project.

The main issues that required this change order were due to adverse subsurface ground conditions. During the installation of the storm sewer near Jefferson and Marion, ground conditions were not good. As we were digging down to the depths required for the pipe, the earthen side walls continued to cave in. This required a much wider excavation than typically anticipated in order to safely install the pipe. The increase in width of the excavation also required the replacement of the adjacent sanitary sewer that was compromised. Additionally, final roadway surface patching turned into full width roadway resurfacing.

Staff is still working with the contractor and resident engineer on additional dewatering and work effort due to this situation. A final change order is still expected in the coming months.

ALTERNATIVES:

Discretion of the Village Board

RECOMMENDATION:

Staff recommends approval of a Resolution Authorizing the Execution of a Change Order #1 with Acqua Contractors Corporation for the Addison Creek Storm Sewer Phase II Improvements for an increase of \$189,606.62, for a revised contract amount of \$2,679,606.62.

BUDGET IMPACT:

Additional funding for this change order will come from the Capital Improvements Fund Account #31080850-596000-22502.

Invoice is on this warrant subject to board approval.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Change Order #1 with Acqua Contractors Corporation for the Addison Creek Storm Sewer Phase II Improvements for an increase of \$189,606.62, for a revised contract amount of \$2,679,606.62.

ATTACHMENTS:

Description	<u>Upload Date</u>	<u>Type</u>
Resolution	4/21/2025	Resolution Letter
Change Order No. 1	4/21/2025	Backup Material
Original Resolution	4/21/2025	Backup Material

RESOLUTION NO.

RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDER #1 WITH ACQUA CONTRACTORS CORPORATION FOR THE ADDISON CREEK STORM SEWER PHASE II IMPROVEMENTS PROJECT FOR AN INCREASE OF \$189,606.62, FOR A REVISED CONTRACT AMOUNT OF \$2,679,606.62

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 \$2,490,000.00 was approved by the Village Board on June 18, 2024 (R-99-2024); and

WHEREAS, the revised cost of improvements is \$2,679,606.62, which is an increase of \$189,606.62 or 7.6% 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 Change Order #1 with Acqua Contractors Corporation for the Addison Creek Sewer Phase II Improvements Project for an increase of \$189,606.62, for a revised contract amount of \$2,679,606.62. The nature of the change order included balancing of contract quantities reflecting field conditions and additional items due to adverse subsurface ground conditions.

<u>SECTION THREE</u>: 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.

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

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated April 29, 2025.

APPROVED:	
	Frank DeSimone, Village President
ATTEST:	
Nancy Quinn, Village Clerk	
AYES:	
NAYS:	
ABSENT:	

REQUEST FOR AUTHORIZATION OF CHANGES CHANGE ORDER NO. 1

Project Name:	Addison Creek Storm Sewer Improvements Phase II
То:	Village of Bensenville
	717 E. Jefferson Street
	Bensenville, IL 60106
Contractor:	Acqua Contractors, Corp.
	551 S IL Route 83
	Elmhurst, IL 60126



Date: 4/18/2025

The follow	ng change from the Plans in the construction of the above designated project is reco	mm	ended:	
ITEM	DESCRIPTION	_	ADDITIONS	DEDUCTIONS
01 - 62	ORIGINAL LINE ITEMS	\$	188,460.53	\$ (479,011.40)
AUP001	66" BASE TEE MANHOLE	\$	31,500.00	
AUP003	INLET, TYPE C, TYPE I FRAME AND GRATE	\$	1,800.00	
AUP004	SANITARY SEWER, 8" PVC SDR-26	\$	111,420.00	
AUP005	SANITARY MANHOLE, TYPE A, 4'-DIAMETER, TYPE I FRAME, CLOSED LID	\$	10,356.00	,
AUP006	PAVEMENT AND AGGREGATE BASE REMOVAL, 7"	\$	43,217.79	, ,
AUP007	PREPARATION OF BASE	\$	3,397.63	
AUP008	HMA BINDER COURSE, IL-19.0, 5"	\$	84,875.80	
AUP009	HMA SURFACE COURSE, MIX "D", N50, 2"	\$	59,250.49	
AUP011	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-3.12	\$	82,368.24	
AUP014	STRUCTURE ADJUSTMENTS	\$	6,400.00	
AUP015	TYPE 1 FRAME & LID/GRATE	\$	1,500.00	
AUP016	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	\$	44,071.54	

Amount of this Order: Amount of Previous Orders: Original Contract Amount: Original Contract Amount and Orders: \$ 189,606.62 \$ -\$ 2,490,000.00 \$ 2,679,606.62

The work covered by this Order shall be performed under the same terms and conditions as that included in the Original Contract.

Requested by:	Matthew Campine, Resident Egineer, Thomas Engieering Group		
Reviewed by:	Bradley Hargett, Assistant Village Engineer	RIMO	4/21/2
Recommended by:	Joe Caracci, Director of Public Works	Caraci	4-21-25
Approved by:	Frank DeSimone, Village President	1	
Accepted by:	Alexander Rendina, Acqua Contractors	12	4/21/35

Village Copy Contractor Copy

Engineeer Copy

File Copy

RESOLUTION NO. R-99-2024

AUTHORIZING THE AWARD OF A CONSTRUCTION CONTRACT FOR THE ADDISON CREEK STORM SEWER PHASE II IMPROVEMENTS PROJECT TO ACQUA CONTRACTORS CORPORATION OF ELMHURST, IL IN THE NOT-TO-EXCEED AMOUNT OF \$2,490,000

WHEREAS the Village has experienced frequent and chronic flooding upstream and downstream of Redmond Reservoir, and

WHEREAS the 2015 Redmond Reservoir H&H Study has recommended several improvements to help alleviate flooding; and

WHEREAS in the analysis, the project referred to as "Area A-1 Improvements" consists of storm sewer installation in various sizes from Lions Park down to Redmond reservoir; and

WHEREAS in 2022, the Village constructed the Addison Creek Storm Sewer Phase I Improvements Project with the help of \$2,000,000 in CDBG-DR funding from the DuPage County; and

WHEREAS the Phase I Improvements Project began from Lions Park at the intersection of Wood Avenue and Addison Street, heading south and east to the alley between Bridgeway Senior Living and Pine Avenue, at the Rose Street intersection; and

WHEREAS the Addison Creek Strom Sewer Phase II Improvements will pick up from this previous termination point and continue east down the alley to Sunrise Park, south through the park and finally down Marion Street to Jefferson Street; and

WHEREAS staff applied for and has received \$500,000 of DuPage County's American Rescue Plan Act (ARPA) funds for this project, which will be reimbursed as construction completes; and

WHEREAS the project was advertised for bids on May 16, 2024, with a pre-bid date of May 23, 2024 and a bid opening date of June 4, 2024; and

WHEREAS ten (10) bidders submitted sealed bids for the project with Acqua Contractors Corporation of Elmhurst, IL submitting the lowest most responsible bid at the June 4, 2024, bid opening in the amount of \$2,490,000.00.

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:

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

<u>SECTION TWO</u>: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing the award of a Construction Contract for the

Addison Creek Storm Sewer Phase II Improvements Project to Acqua Contractors Corporation of Elmhurst, IL in the not-to-exceed amount of \$2,490,000.

<u>SECTION THREE</u>: The Village President 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.

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

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated June 18, 2024.

Frank DeSimone, Village President

Nav	as Gum	
Nancy C	uith, Village Clerk	
AYES:	Carmona, Franz, Frey, Lomax, Panicola, I	Pε

AYES:	Carmona, Franz, Frey, Lomax, Panicola, Perez
NAYS:	None
ABSEN	T: None

GISConsortium Addison Creek Storm Sewer Phase II Improve... E Green St "議 画譜 **健康** 162 農 E Wood Ave "" 4 靐 轞 芴 海道 H 5 避 Center St 藤 蘊 施 E Memorial Rd THE SE W Memorial Rd W Washington St E Washington St 龜 岩製 THE 篇 鸖 Ž, 墨 Grace **国 100** 題警 插標 *** F 龘 w Jefferson St Print Date: 6/10/2024 Notes Phase I - Orange; Phase II information is believed to be generally occurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a bose for engineering

SCHEDULE OF PRICE	vo.				A Lamp Contract	A Lamp Coresels Contractors Inc.	Martain Constitution, Inc.	Struction, Inc.	Joel Komety Constructing Corp.	Secreting Corp.
DESCRIPTION	LINO	TOTAL	UNIT PRICE	VALUE	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
State Section 2015	500	DUANTITY	٠.			Į.	00 00		00 Vie	2 200
2 TREE REMOVAL (6 TO 15)	TIMO	852	\$ 50.00		3,00	• •	38.00	, -,	30.00	\$ 7,770,00
3 TREE REMOVAL (OVER 15)	LINI	138		s	u		\$ 45.00	157	\$ 40.00	\$ 5,520.0
4 TEMPORARY FENCE! TREE PROTECTION	FOOT	973		s	<i>y</i>	•	\$ 7.00	s	5 6.00	\$ 5,838.1
5 TRENCH BACKFILL, SPECIAL	S vo	5,470	40.00	2.18,800.00	50	5,470,00	36.00	. 5 1	S 58.00	\$ 317,268.
6 EXPLORATORY TRENCH, SPECIAL	20,00	£ 1		S		,	74.00		106.90	19,600,1
/ UNDERCOLTING FOR UTILITIES A CONTAMINATED MASTE DISDOCAT	G 23	200	00.00	20,000,00	vs v	5,000.00	9.99	19,200,00	20.02	27,3500
T	NI IS	-	5 000 00	,	÷.	• • •	6.500.00	,	250.00	\$ 250.0
Ţ	(QA OS	2.179		S	. 10		9.50	W. Bancastastas	8 6.50	\$ 14,163.
11 PARKWAY RESTORATION-SOD	SO YD	11.	\$ 25.00	S	19.25	\$ 13,686,75	\$ 21.00	•	20.00	\$ 14,220.0
12 SEEDING, CLASS 1	ACRE	0.45	\$ 20,000.04	S	.t		5,500.00	•	5 20,000.00	3 9,000
	SQ YD	2,179	3.00	S	•	پ	\$ 2.00	\$ 4,358,00	3.00	\$ 6,537.0
	- LING	3	\$ 200.00	52	s	•	\$ 35.00	s,	00'1	.S.
	EACH	2		Ş	120.00	300.00	\$ 440.00	•	300,000	\$ 600.
16 INLET FILTERS	EACH	9	\$ 150.00	S	ري احد		320.00	9	300,00	1 800
17 AGGREGATE FOR TEMPORARY ACCESS	NO.	10	35.0	S)	.	•	\$ 51.00	•	85.00	850.
Ţ	100	66	2001	0	<i>.</i>	841.50	18:00	A (۰.	702.00
Ī	20,00	1700	2000	n	<i>n</i> •	, .	00'00	<i>a</i> •	•	order o
24 SUBFACE DATCH	UA CE	000	25.00	113 000 00	•	\$ R2 490 00	20.00	90,40,00	30.00	35.600.00
1	SO YD	00	(OD) S	3 00			186.00	, 6	, ,,	\$ 550
Γ	FOOT	7.5	\$ 250.00			*	\$ 116,00	. 49	S	\$ 17,280,00
[FOOT	34	\$ \$00,00		w	•	\$ 422.00	49	s	\$ 19,720,
25 STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 66"	FOOT	2,248	\$ 600.00	1,348.8	980.00	\$ 2,203,0k	\$ 526.00	1,1	\$ 588.00	5 1,321,824.00
1	1001	D.	10.00	\$	ı,	•	19:00	50.00	10.00	w 1
27 STOKM SEWER REMOVAL 19	200	nu l	200	3,100.00	,,	•	30.01	.	10.00	
20 STORM SEWER REMOVAL 34 43"	Tool	2 5	25.00	, ,		00.00	24.00	460.00	25.00	500.00
ì	FOOT	23	30.00			va	87.		30.00	· 1 /3
١.	FOOT	44	150.0	\$	•	59	\$ 186.00	•	s	.,
32 CASING PIPE FOR WATER MAIN, 8"	F00T	73	\$ 175.6	S.	ы		204.00	٠, دن	· ·	•9•
33 ADJUSTING WATER MAIN 6"	FOOT	44	200.00	8.800.00	,	,	346.00	15,224,00	,	10,032.00
35 ADJISTING WATER SERVICE LINES	+	200	\$0.08		, w.		33.00	• 10	, v	9 1/7
36 ADJUSTING SANITARY SEWERS, BINCH DIAMETER OR LESS	F001	35	\$ 150.0		• • • •		\$ 144,00	- 54	\$ 200.00	
37 ADJUSTING SAMITARY SEWERS, OVER BINCH DIAMETER	П	10	\$ 200.0	0 \$ 2,000.90	*	-55	\$ 269.00	•	\$ 368.00	9
38 SANITARY MANHOLE, TYPE A, 4-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH		\$ 7.500.00	s	*	۰.	\$ 7,460,00	5	\$ 14,000.00	5 5
39 SANITARY DROP MANHOLE, TYPE A, 4-DIAMETER, TYPE 1 FRAME, CLOSED LID	1	- 8	7.500.0	٠,	16,700,00	15 6	9,860.00	00'098'6	5 17,500.00	27 6
40 ADJUGATING SANITARY SEWER SERVER LINE 41 CONNECTION TO EXISTING SANITARY SEWER AST MAIN	7		2 750 0	, ,	0 14		3 11640.00		5 17 500 00	
42 CATCH BASINS TYPE A 4-DIAMETER TYPE 1 FRAME OPEN UD	1	2	2,000.0	,	, .,	• 45	\$ 4,420.00		5.500.00	, 02
43 MANHOLES, TYPE A, 8-DIAMETER, TYPE 1 FRAME, CLOSED LID	1	10	\$ 20,000.0	s	•	•	\$ 22,680.00		S	•
44 MANHOLES, TYPE A, 8-DIAMETER, TYPE 1 FRAME, OPEN LID		2	\$ 20,000,00	S		\$ 70,000.00	\$ 22,580,00		ş	۰,
45 MANHOLES, TYPE A, 9-DIAMETER, TYPE 1 FRAME, CLOSED LID	П	-		۰,	2 7	.s	31,850,00	s	so.	47
46 MANHOLES, TYPE A, 11-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	35,000.00	00.000.07	66,590,00	133,000,00	46,860.00	93,720.00	5 50,008,00	100,000,30
48 REMOVING MANHOLES	Т	9	3		÷ •	, ,	580.08	, ,		
49 REMOVING CATCH BASINS	1	2	300,00		975,00	1,150.00	\$ 580,04	1,160.00	\$ 400,00	\$ 800.00
	EACH		300.0	s	4	•	\$ 150.00	s	s	59
	FOOT	Ş.	\$ 35.00		3	٠,	\$ 55.04	₩	ç	•>
52 CHAIN LINK FENCE REMOVAL	FOOT	548	101		ь,	٠.	50.0	2,740,00	w c	3,288,00
53 CAMPA LINK PENCE FURNISH AND REPLACEMENT	1000	/Ro	9	10.00 5 27,880.00	2 2	52,652,25 246,00	2000	, .	20.00	•
1	FOOT	27.7	2000	,,,	9 2		200	, ,		, v
١	F001	14	5 16.0			• •	20.00		\$ 20.00	
1	EACH	2	\$ 4,000.00	s	3.	9	5.300.0	•	\$ 4,500.	15
S8 STORM SEWER DEWATERING	I SUM	-		\$	0 3 50,000.00	.,	•	30 \$ 7,500.00	s	v
59 MOBELZATION	NO.	-	5 133,600,00	3,500.00	ب	267,500.00	٠ جا	٠, ٠	5 200,000.00	-, .
64 POWETOWERSON AND SERVICES	WO T		1	,	11 000 00	• 10	1,300.00	12 000 00	9 12	P. 000 00
Ì										

TOTAL = \$2,913,890.50

\$3,328,563.50

TOTAL =

\$2,977,232.50

TOTAL *

\$4,458,783.25

TOTAL =

SCHEDULE OF PRICES									Parlormanna Canadhaciles and Engineer	Hote and Positivanian
The state of the s	-	TOTAL			The second secon				211	•
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	VALUE	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNET COST	TOTAL COST
1 TREE ROOT PRUNING	EACH	28	\$ 200.00	5,600,00	\$ 100.00	2,800,00	77,00	\$ 2,156,00	100,00	\$ 2,800.60
3 TREE REMOVAL (OVER 15)	1 1 2	259	\$ 50.00	12,950,00	36.00	9,324,00	22.00	5,698,00	19,00	\$ 4,921,00
4 TEMPORARY FENCE: TREE PROTECTION	F007	973	\$ 009		2004	0,920,00	33.00	4,554,00	21.00	\$ 2,898.00
	co vo	5,470		5 218,800.00	50.00	273,500.00	65,58	358.722.60	2000	5 27.350.00
7 INNERCHATING FOR LITHTIES	S	001			25.90	2,500.00	50.00	\$ 5,000.00	20.00	5.600.00
8 CONTAMINATED WASTE DISPOSAL	2 2 2	200	\$ 100.00	ł	10.00	2.000.00	67.00	13,400,00	10.00	2.000.00
9 SOIL SAMPLING AND TESTING	MDS 1	<u>.</u>	\$ 000.00		00001	5,47	00'00	38,290,00	10.00	5,470.00
10 TOPSOIL FURNISH AND PLACE, 4*	SQ YD	2,179	\$ 6.50		2.00.7	15.253.00	8.00	14,000,000	2,000.00	5,000,00
11 PARKWAY RESTORATION-SOD	SOYD	711	\$ 25.00	_	\$ 23.25	16,530.75	17,00	12.087.00	00.00	11.376.00
	ACRE	0.45	ı	,	8,200,00	3,690,00	4,200,00	1,890,00	5,000.00	\$ 2,250,00
14 SUPPLEMENTAL WATERING, 1000 GAL	SOYD	2.179	3.00	6,537.00	2.00	4,358.00	1,35	2,941.65	3.00	\$ 6,537,00
15 INLET AND PIPE PROTECTION	EACH	,	Ì	200,000	200.00	1,000,000 1	35,00	175.00	1.90	\$ 5.00
П	EACH	9	\$ 150.00	900.00	207.00	1 242 00	960.00	800.00	250.00	200.00
17 AGGREGATE FOR TEMPORARY ACCESS	NOT	10	35.00	İ	25.00	250.00	20.00	S 00.008	00.002	5 1,500.00
16 COMBINATION CURB AND GUITER REMOVAL	FOOT	99	10,00	5 990,00	200	198.00	6.50	\$ 643.50	89	495.00
T	0 0 0	622	50.00		67.50	41,985,00	41,00	\$ 25,502,00	32,00	\$ 19,904,00
П	Sovos	4.520	25.00	113 000 00	7623	105,937,00	23.90	\$ 95,004,00	52,50	\$ 79,170,00
22 DRIVEWAY PAVEMENT, REMOVE AND REPLACE	SO YD	50	3 100.00	5 2,000.00	175.00	3,500,00	140.00	2 800.00	2.5	79,100,00
	1001	7.2	\$ 250.00	\$ 18,000,00	\$ 105,00	7,560,00	106.00	7,632,00	200,00	14,400,00
ı	1001	20,000	\$ 500.00	17,000.00	420.00	14,280.00	354.90	12,036.00	500.00	\$ 17,000.00
	FOOT	5.240	1000	5 1,348,86,00,00	39,086	876,720,00	440,00	\$ 989,120,031	900'00	5 1,348,800,00
П	FOOT	110	\$ 10.00		500.0	220.00	80.88 80.88	450.09	20.00	100,00
28 ISTORM SEWER REMOVAL 12"	FOOT	48	3 10.00		2:00	96.00	24.00	1152.00	90.02	2,750.00
28 STORM SERVEN REMOVAL, 44 X D.S.	FOOT	8	\$ 25.00	500.00	2.00.7	140.00	109,00	2,180,00	40.00	800.00
Τ	1001	23	30.00	90,00	2.00	161.00	80.00	1,840.00	50.00	1,150,00
Γ	1007	\$ £	250.00	42 776 00	200.00	8.800.00	154.00	\$ 6,776,00	92.00	\$ 2,860,00
	FOOT	44	\$ 200 00	ļ	225.00	0000000	100,000	27 580,00 5	96.98	6,935,00
34 ADJUSTING WATER MAIN 8	F00T	7.3	\$ 300.00	.,	\$ 280.00	20,440,00	530.00	\$ 45,990,00	200.00	36.500.00
	5001	290	\$ 60.00	٥	35,00	10,150,00 3	49,00	\$ 14,210,00	15,00	\$ 4,350,00
1	2 5	200	150.00	ام	235.00	8,225.00	345.00	12,075.00	150,00	\$ 5.250.00
38 SANITARY MANHOLE, TYPE A, 4-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	9	\$ 200.00	7 500 00	263.00	2,630.00	455.00	4,550.00	200.00	\$ 2,000.00
39 SANITARY DROP MANHOLE, TYPE A, 4-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	+	\$ 7,500.00	L	\$ 9,500.00	9,500,00	00.000.00	9,000,000	12,900,00	12,000.00
	F007	290	\$ 140.00		\$ 50.00	14,500,00	96.00	\$ 27,840,00	30,00	\$ 8,700.00
42 CATCH BASINS TYPE A 4-DAMETER TYPE 1 SPAKET TOPE 1 SPAKET TOPE 2	FACH	-	\$ 750,00	إ	3,650,00	3,650.00	06,950,00	S 6.950.00	15,000.00	15,000.00
H	EACI	10	20.000.00	200,000,002	95,250,00	8,000,00	3,350,00	6,700.00	5,000,08	10,000,01
44 MANHOLES, TYPE A, 8-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	2	\$ 20,000,00		\$ 25.050.00	50,100,00	23.000.00	\$ 46,000,00	25,000,00	250,000,00
Т	EACH		\$ 25,000.00		32,250.00	32,250.00	33,500,00	33,500,00	30,000,00	30,000,00
Г	E C	2	35,000,00	20,000,00	42,500.00	85,000,00	44,500,00	\$ 89,000,00	40,000.00	\$ 80,000,00
48 REMOVING MANHOLES	EACH	4	\$ 500.00		5 650.00	2 600 00	103,5900,000	103,000.00	250,000.00	\$ 250,800,00
49 REMOVING CATCH BASINS	EACH	2	\$ 300.00	\$ 600,00	\$ 450.00	00'006	650.00	1,300,00	500.00	3.200,00
51 COMBINATION CONCRETE CURB AND GUITTER TYPE ILLS 12	EACH	- 8	\$ 300.00	5	420.00	450.00	325,00	325.00	350.00	\$ 350,00
	FOOT	848	00.00	5 480 00	100.00	9,900,00	65.00	\$ 6,435,00	55.90	\$ 5,445.90
53 CHAIN LINK FENCE FÜRNISH AND REPLACEMENT	F007	697	\$ 40.00	\$ 27,880.00	76.90	52.972.00	45.00	31.365.00	8,00	30 552 00
T	T00	272	\$ 10,00	\$ 2,720,00	S B.25	2,244,00	8.00	\$ 2,176.00	00'8	\$ 2.176.00
Τ	1000	243	12:00	\$ 2,916,00	10.25	2,490.75	10.00	2,430.00	5 10.00	\$ 2,430.00
Ī	1001	2	S 16.00	224.00	16.25	227.50	16.00	254.00		\$ 224.00
П	I SUM	1	ľ	20,000,00	5.400.00	10.800.00	4,500.90	2 900000	4,500,00	9,000.00
-	L SUM	-	\$ 133,600.00	\$ 133,500.00	\$ 125,000.00	125,000.00	148,500,06	\$ 148.500.00	180-000-00	3 180 000 00
61 CONSTRUCTION VIDEO TAPING 61 CONSTRUCTION (AVOID STACING AND AS BUILDS	NOS.	-		\$ 2,500.00	\$ 1,500.00	\$ t,500.00	3,500.00	3,500.00	10,000.00	\$ 10,000.00
	200	-	26.800.90	5 26,900,00	22,500.00	22,500.00	20,000.00	20.000.00	5 15,000.00	\$ 15,000.00
l	1	-	00.500.00	90,400,00	100,000,001	00,000,07	18,000,00	18,000.00	244 439 00	\$ 244,439.00

\$2,988,776.00

TOTAL =

\$2,668,363.25

TOTAL =

\$2,542,172.07

TOTAL =

TOTAL = \$2,913,890.50

DESCRIPTION 5)	ŀ	TOTAL	UNIT PRICE	VALUE	Eantfinant Construction Co., Ste.	wellon Co., the	Bolder Confractors, Dra	aribre, five	Andres Contractors	fractions
DESCRIPTION ROOT PRUMING REMOVAL (6 TO 15)	_	TOTAL	<u>a:</u>	VALUE	-		_		The state of the s	William Charles and Charles and Charles
FROOT PRLIMING FREMOVAL (6 TO 15)	1				UNITCOST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	DIAL COST
REMOVAL (6 10 15)	EACH	28	\$ 200,00	<u>~</u>	2	2.156.00	S 40 no	1 120 00	10.2 On	00 130 0
PERIONAL COVER 151	2	259	\$ 50,00	\$ 12,950,00	₩	5 5,688.00	\$ 22.00	\$ 5,698,00	20.02	\$ 180.00
PORARY FENCE/ TREE PROTECTION	2 5	138	100.00	s.	69 1	4,554,00	33.00	\$ 4,554,00	\$ 22.00	3,035.00
	0.50	5.470	2000	40	e o	5,838,00	2003	\$ 4,865.00	3.25	\$ 3,162.25
6 EXPLORATORY TRENCH, SPECIAL	CUVD	100	125.00	, ,	o ut	2,000,000	13.06	71,110,00	25.00	136,750,00
	DA AD	200	\$ 100.00	s	, w	19.200 ng s	45.00	9 14,000,00	40.00	4,000.00
	CUYD	547	90.05	\$ 27,350,00	\$ 70.00	38,290.00	65.00	35.555.00	100.00	5 54 200.00
	Š	-	\$ 5,000,00	\$	vs.	\$ 5,000.00	00.000,1	1,000,00	\$ 2,500,00	2.500.00
PARKWAY RESTORATION SOO	25.00	E) (3	\$ 6.50	5 14,163.50	•	\$ 10,895.00	12.00	\$ 26,148,00	\$ 9.75	\$ 21,245,25
	ACBE .	1 42	0.000.00	, .		6.389.00	14.00	\$ 9,954,00	\$ 11,30	\$ 8,034,30
OL BLANKET	1	0.170	0.00000	۸.	۰.	220.00	20,000.00	\$ 9.000.00	\$ 25,000.00	\$ 11,250.00
SUPPLEMENTAL WATERING, 1000 GAL	l'N	5.13	2002	, ,	۰.	6,537,00 8	4.00	8,716,00	1,90	\$ 4,140,19
INLET AND PIPE PROTECTION	ACH	2	\$ 250.00		, ,	520.00	90.00	200,002	432.00	2,160,00
INLET FILTERS	HOH	9	\$ 150,00	s		30,00	200.00	00,000,00	324,00	5. 548.00
	TON	10	\$ 35,00	\$ 350.00	5 52.00	\$ 520.00	9005	200000	00.00	00,011,1
COMBINATION CURB AND GUITER REMOVAL	FOOT	66	\$ 10,00	s	×	1.485,00	12.00	1 188 10	20.00	400.00
CLASS DIPARCH, 4 INCH (MODIFIED)	SQ YD	622	\$ 50,00	s	۰,	\$ 13,985,00	42.90	\$ 26.124.00	35.00	24 770 00
SUBSTANCE BATCH	So YO	826	70.07	S	•	\$ 85,956.00 \$	00:99	\$ 99,528.00	57.00	85.956.00
DRIVEWAY PAVEMENT REMOVE AND REPLACE	200	4,320	25.00	5 173,000.00		\$ 79,100.00	\$ 22.00	\$ 99,440.00	\$ 18.90	\$ 85,428,00
STORM SEWERS, RUBBER GASKET, CLASS A. TYPE 1 12"	TOOL	2	250.00	,	,,	1.740.00	250,00	5 5.000.00	\$ 205.00	\$ 4,100 pm
	100	33	\$ 500.00	U		12.600.00	350.00	25,202,00	145.00	5 10,440,00
25 STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2, 66" FC	7007	2,248	\$ 600.00	5	. •	1 285 524 00	540.00	00'00'0''	303.00	10,302,00
	-007	5	\$ 10.00		•	\$ 50.00	2014	8	90.026	2,180,200.00
	3	110	\$ 10.00	3 1,100,00	57	\$ 1.100.00 \$	10.00	\$ 1,100,00	2000	1 10000
	9 9	89 6	2000		•	\$ 480.00	10,00	\$ 480,00	\$ 12.00	\$ 576,00
	3 5	23	20,01		,	400.00	34.90	S 680.00	5 15.00	\$ 300,00
CASING PIPE FOR WATER MAIN, 6"	100	PP PP	160.00	_	, o	460.00	34.00	\$ 782.00	20.02	\$ 460.00
CASING PIPE FOR WATER MAIN, 8"	F007	23	\$ 175.00			5,412,00	130,00	5,720,00	85.00	3,740,09
ADJUSTING WATER MAIN 6"	100	44	\$ 200.00	s		11 132 00	130.06	8,490,00	00'001	7,300,00
	.00T	73	\$ 300.00	\$ 21,900.00	~	\$ 45,698.00	370.00	\$ 27.010.00	200.00	13,200,000 00,000 ac
ADJUSTING WATER SERVICE LINES	FOOT	290	\$ 60.00	s	s.	\$ 298,00	35.00	\$ 10,150,00	20.09	5 5,800,00
ADHISTAN SANTAN SEVERS OF SEVERS SINCE DAMETERS	200	35	150.00	S	**	4,200.00	350.00	\$ 12,250.00	\$ 260.00	00,000,0
SANITARY MANHOLE, TYPE A, 4-DIAMETER, TYPE 1 FRAME, CLOSED (1)	3 4	0	200,00	5 2,000,50	15 (1,500.00	250.00	\$ 5,500.00	00'099 S	\$ 6,600.00
T	FACH	- -	7 500 00	م د	18,000.00	19,000,00	8,000.00	\$ 8,000,00	\$ 7,500,00	\$ 7,500.00
ADJUSTING SANITARY SEWER SERVICE LINE	FOOT	290	2 149 0	,	n u	23,000,00	9000006	9,000,00	00.000.00	\$ 10,000.00
CONNECTION TO EXISTING SANITARY SEWER (15" MAIN)	EACH	-	\$ 756.00	S	180	280,060	20.000 00	3 14,500,00	120,00	34,800,00
CATCH BASINS, TYPE A, 4-DIAMETER, TYPE 1 FRAME, OPEN LIB	EACH	2	5 7,000,00	2		8 400 00	6,000.00	12,000,00	2,500.00	2,500,00
43 MANHOLES, TYPE A, 8-DIAMETER, TYPE 1 FRAME, CLOSED LID	-ACH	10	\$ 20,000,00	s	•	\$ 272,500,00	\$ 21,000 00	\$ 250,000,00	12 000 00	9,000,00
MANHOLES, LYPE A, S-UIASSELER, LYPE 1 FRAME, OPEN LID	EACH	2	\$ 20,000.0	s	~	\$ 54,500,00	\$ 21,000.00	\$ 42.000.00	5 12,000.00	\$ 24 000 00
MANIHOLES, TYPE A CONTRACTED TYPE CEDALIE OF DESCRIPTION	EACH	-	\$ 25,000.00	S	u	33,000.00	\$ 32,000.90	\$ 32,000,00	17,000,00	17.000.00
PRECAST CONCRETE JUNCTION CHARGE	TACH TACH	2	\$ 35,000,00	S 70,000,00	so .	110,000.00 3	\$ 43,000.00	\$ 86,000.00	\$ 22,000.00	\$ 44,000,00
REMOVING MANHOLES	FACH	,	Son on	٥	<i>*</i> •	140,000,00	100,000,00	100,000,00	\$ 80,000.00	\$ 80,000.00
REMOVING CATCH BASINS	EACH	2	30000	5 600.00	200.000	Z.000.00	600,00	2,400,00	300,00	\$ 1,209.50
REMOVING INLETS	EACH	-	300.00	S	• •	00.000	900.00	300.00	200,000	400.00
51 COMBINATION CONCRETE CURB AND GUTTER, TYPE M.6, 12	FOOT	66	\$ 35.00	\$ 3,465,00		11.680.00	96.00	9 405 40	100,00	100.00
CHAIN LINK FENCE REMOVAL	F00T	548	\$ 10.00	\$	\$	\$ 4,384,00	2.00	2.740.00	20.00	3 2 40 00
SA THERMODIANT DANCHER LANGE SAIL SAILS	00.	697	\$ 40.00	s	s	\$ 29,274,00	45.00	\$ 31,365.00	40.00	\$ 27,889,90
THERMOPLASTIC PAVEMENT MARKING . LINE 6"	3 5	717	00.00	5 2,720.00	8.00	\$ 2,176.00 {	\$ 6.00	\$ 1,632.00	5 8.65	\$ 2,352.80
THERMOPLASTIC PAVEMENT MARKING - LINE 24"	3 5	44.0	12.0	۸.	v? «	2 430,00	9:00	5 2,187,00	\$ 10.80	\$ 2,624.40
CHANGEABLE MESSAGE SIGNS	F V	, ~	S 4 000 0	,,,	•	224.00	38.00	\$ 504.00	5 17.30	\$ 242.20
R DEWATERING	SUM.	, -	\$ 20,000.0	,	2 000 00	3.000.00	2,000,00	200,000,00	5,000.00	\$ 19,000.00
MOBILIZATION	. SUK:	-	\$ 133,600.00	S 133,600.00	. *	158.000.00 (3	2000000	3,000,00	2,500,00	2,500.00
CONSTRUCTION LAYOUT STAKING AND AS BUILTS	WINS:		5 2,500.0	S	\$ 2,500.00	\$ 2,500.00	100.001	\$ 100,00	5,000,00	\$ 5,000,00
TRAFFIC CONTROL AND PROTECTION	200	-	26.800.00	s,	\$ 1	\$ 10,000.00	10,000,00	5 10,000,00	5 15,000,00	\$ 15,000.00
	200	-	\$ 60,200.00		2	36.676.00]	\$ 200,000.00	\$ 200,000,00	\$ 129,276,00	\$ 129,276.00

TOTAL = \$2,913,890.50

\$2.977,105.00

TOTAL =

\$2,638,000.00

TOTAL =

Part						John Meri Construction Co., Inc.	Deficient Co., Inc.
Color Colo		UNIT	TOTAL QUANTITY	UNIT PRICE	VALUE	UNIT COST	TOTAL COST
Decomposition Part 1759 5 100 5 17,000 10 10 10 10 10 10 10	REE ROOT PRUNING	EACH	28	\$ 200.00	5.600.00	140,00	3.920.00
COLOR 17.0	CE REMOVAL (6 TO 15)	DÑ.	259	\$ 50.00	12,950,00	\$ 26.00	\$ 6,734,00
COLOR COLO	THE MENT TOWN 13	3	28	\$ 100.001	13,800,80	30.00	\$ 4,140.00
Color Colo	MICHOLD BANKER CORDIN	1001	973	5.00.3	5,835.00	S 4.00	3,892.00
Colored Color Colo	PLOCATORY TO ENGLISH PORCHAI	CO AD	5,470	\$ 00.00	218,800,00	\$ 58.00	317,260,00
100 200	PECONOLISIS INCREDIS	CO ASS	100	\$ 125.00 \$		1.00.1	5 100,00
Colored Colo	SUCCESSION FOR DISCHIES	O VO	500	\$ 100.001		1.90	\$ 200.00
150 150	DI PATRICIA ALLA TESTICA	CU YO	547	\$ 50.00		1.00.1	\$ 547.00
SO Y D 2179 \$ 5	JIL SAMPLING AND LESTING	LSUM	-	\$ 5,000.00 \$		S 100.001	5 100.00
SCYCHO 2717 5	PEGIL FURNISH AND PLACE, 4"	SQ YD	2,179	\$ 6.50		12.00	\$ 26 148 00
MARPE 0.445 5. 20,000 0.5 0.000 0.5	ARKWAY RESTORATION-SOD	Sayo	11.	\$ 25.00 \$	17 775 00	\$ 22.00	16.642.04
Section Sect	EDING, CLASS 1	ACRE	0.45	\$ 20,000,00	DU UUU O	900000	10 200 0
Unit Col.	ROSION CONTROL BLANKET	SOVD	2 179	2 00 5	6 527 00	00.0000	2,700.00
EACH 2 5700 5 2000 5 2000 5 2000 5 2000 5 2000 5 2000 6 2000	JPPLEMENTAL WATERING 1000 GAL	1		200000	00.000	2.30	5,017.7
COOL	LET AND PIPE PROTECTION	100	,	6 00.007	00000	20.00	250.00
FOOT	FT EN 17605	2	,	\$ 00.05	200.00	\$ 250.00	\$ 500.01
FOOT	CORCATE CORTERIOR MAINTENANCE CORES	EACH	٥	\$ 150.00 \$	900.00	\$ 250.00	3 1,500.00
SOVE SOV SOVE S	SONGES I FOR TEMPORARY ALCENS	NO	10	\$ 35,00 \$	350,00	\$ 75.90	\$ 750.04
SQ Y V SQ SQ SQ SQ SQ SQ SQ	JABINA ION CURE AND GUTTER REMOVAL	FOOT	96	10.00	00 066	15.00	5 1 485 04
SO YO 1,899 S	ASS D PATCH, 4 INCH (MODIFIED)	Sovo	622	\$ 50.00	31, 100,00	50 50	73 896 DV
SOYYO 4200 5 5 13,000,00 5 14,000,00 5 14,000,00 5 15,00	ASS D PATCH, 7 INCH (MODIFIED)	SO YD:	509	S 00 02	105 560 00	75.00	111 609 01
SQ YO 175 17	JRFACE PATCH	SO VID	4 520	20030	000000	10.00	114,000,03
	SIVEWAY PAVEMENT, REMOVE AND REPLACE	00.00	200	2 00.00	00.000.00	00.26	144,540,0
COCO 334 3 500.00 5 1,100.00 1,00 5 1,100.00 1,00 5 1,100.00 1,00 5 1,100.00 1,00 5 1,100.00 1,00 5 1,100.00 1,00 5 1,100.00 1,00 5 1,100.00 1,00 5 1,100.00 1,00 5 1,100.00 1,00 5 1,100.00 1,00 5 1,100.00 1,00 5 1,100.00 1,00 5 1,100.00 1,00 5 1,100.00 1,00 5 1		1	40	00,00	7.000.00	120.00	3,000,0
COOL	CORM SEWERS BURBLED CARLET CLASE A TVDC 3 40"	3	7 .	e on nez	16,300,30	95.00	5 6,840,0
COOL 27.248 \$ 1.00.0 \$ 1.348.00.0 \$ 1.00.0	COMPANIENCE DI LOCATO CANCOLA	3	95	500,000	17,000,00	\$ 475.00	\$ 16,150.0
FOOT 100 5	COMPONICAS, NUBBER URSKEI, CLASS A, IYPE Z, 66	100	2,248	\$ 600.00	348,800.00	\$ 645.00	\$ 1,449,960,01
FOOT 160 \$ 1000 \$ 1,1000 \$ 10,00 \$	ORM SEWER REMOVAL 8	1001	ď	10.00	20.00	18.30	50.05
FOOT	ORM SEWER REMOVAL 10	F001	110	5 0001	1 100 00	2000	10001
FOOT	ORM SEWER REMOVAL 12	FOOT	877	3 10 01	780 00	52.01	0.000
FOOT	ORM SEWER REMOVAL 34'x 53'	FOOT	116	25 00 5	500		0,007
COOL 14	ORM SEWER REMOVAL 48"	100	3	20,000	200,000	00.0	300.0
COOL	ASING DIDE FOR WATER MAIN 6*	3 2	3	00.00	080.80	\$ 20.00	\$ 450.0
	SCHIC SIDE ETO MATEO MAN PE	3	*	50,00	0,800,00	140.00	\$ 6,160,01
FOOT 744 \$ 8,000.00 \$ 325.00 \$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	WETING MATERIALISM	3	2,5	2 00.37	12,775,00	160,00	11,680.0
FOOT 73 5 MAD 6 21,000, M 5 55,00 6 5 5 5 5 5 5 5 5 5	O NIVER NAVIO	0	4.6	\$ 200.00 \$	9,900.00	\$ 225.00	9,990,0
FOOT 359 \$ 80.00 \$ 32,300.00 \$ 45.00 FOOT 36 \$ 190.00 \$ 22,300.00 \$ 250.00 FACH 10 \$ 7,800.00 \$ 2,600.00 \$ 260.00 FACH 1 \$ 7,800.00 \$ 7,600.00 \$ 860.00 FOOT 290 \$ 7,800.00 \$ 7,600.00 \$ 860.00 FACH 1 \$ 7,800.00 \$ 7,600.00 \$ 860.00 FACH 290 \$ 7,800.00 \$ 860.00 \$ 860.00 FACH 2 \$ 7,000.00 \$ 7,000.00 \$ 8,000.00 EACH 2 \$ 7,000.00 \$ 7,000.00 \$ 8,000.00 EACH 2 \$ 7,000.00 \$ 7,000.00 \$ 8,000.00 EACH 2 \$ 7,000.00 \$ 7,000.00 \$ 8,000.00 \$ 8,000.00 EACH 2 \$ 7,000.00 \$ 7,000.00 \$ 7,000.00 \$ 8,000.00 \$ 8,000.00 EACH 2 \$ 7,000.00 \$ 7,000.00 \$ 7,000.00 \$ 7,000.00 \$ 7,000.00 EACH 4	JUGG CINE WATER MARK B	50.7	73	300.00	21,900,00	\$ 325.00	\$ 23,725,0
FOOT 10 5 749000 [\$ 5 75000 [\$ 5 75000 [\$ 5 75000 [\$ 5 75000 [\$ 5 75000 [\$	JUDG WASTER SERVICE LINES	F001	290	\$ 80.00 \$	5 23,200,00	\$ 45,00	13,050,0
FCOT 10 \$ 7,200.00 \$ 2,000.00 \$ 5,000.00 \$ 6,	JUGSTING SANITARY SEWERS, BINCH DIAMETER OR LESS	FOOT	38	\$ 120.00 \$	5,250.00	\$ 250.00	\$ 8,750.0
Facch 1 5 7,500.00 5 7,500.00 5 6,6	JUSTING SANITARY SEWERS, OVER 8-INCH DIAMETER	FOOT	10	\$ 200.00	2,000,00	350.00	3 500 0
FCCF1	ANITARY MANHOLE, TYPE A. 4-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	-	3 7.500.00	7 500 00	\$ 6,600,00	0.000,0
FOOT 299 4 14000 5	SMITARY DROP MANHOLE, TYPE A, 4-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	+	S 00 005 2 S	2 500 00	00.000	o control o
\$\text{\$\end{\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\tex{\$\text{\$\te	DJUSTING SANITARY SEWER SERVICE LINE	F007	ubc.	\$ 140.00	40,600,00	35.00	d'app's
C	ONNECTION TO EXISTING SANITARY SEWER (15" MAIN)	EACW	-	00000	000000	00.00	100.7
EACH 12 2 1,000.00 5 5 5 5 5 5 5 5 5	ATCH RASING TYPE A A MANUETCE TYPE LEBALE COCKILIE		-	30.067	90,00	\$ 6.500.00	£ 6,500.0
EACH 17 \$ 70 000.00 \$ 72,000.00 \$ 72,000.00 EACH 2 \$ 70 000.00 \$ 70,000.00 \$ 72,500.00 \$ 72,500.00 EACH 2 \$ 70 000.00 \$ 70,000.00 \$ 85.00.00 \$ 85.00.00 EACH 4 \$ 10,000.00 \$ 70,000.00 \$ 85.00.00 \$ 85.00.00 EACH 4 \$ 10,000.00 \$ 70,000.00 \$ 85.00.00 \$ 85.00.00 EACH 4 \$ 10,000.00 \$ 70,000.00 \$ 85.00.00 \$ 85.00.00 EACH 4 \$ 10,000.00 \$ 70,000.00 \$ 85.00.00 \$ 85.00.00 EACH 4 \$ 10,000.00 \$ 70,000.00 \$ 80.00 \$ 80.00 EACH 1 \$ 10,000.00 \$ 70,000.00 \$ 70.00 \$ 70.00 FOOT 99 5,000.00 \$ 70.00 \$ 70.00 \$ 70.00 FOOT 99 5,000.00 \$ 70.00 \$ 70.00 \$ 70.00 FOOT 20 20 20 2	THE PROPERTY OF THE PROPERTY O	2	2	\$ (00,000.)	14,000.00	\$ 5.250.00	10,500.0
EACH 2 \$7,000.00 \$1,50	ANDLES, THE A, B-DAMETER, TYPE THRAME, CLOSED SID	EACH	10	\$ 20,000,00 \$	200,000,00	32,500.00	\$ 325,000,0
EACH 1	SWITCHES, TIPE A. B-CAMETER, LYPE I FRAME, OPEN LID	EACH	2	\$ 20,000,00 \$	40,000,00	\$ 32,500,00	\$ 65,000.0
E-CH	AMMOLES, LYPE A, 9-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	-	\$ 25,000.00	25 000 00	48 500 00	0.003.87
EACH	ANHOLES, TYPE A. 11-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	\$ 35,000 On \$	70 000 00	64 500 00	122 000 0
E-CA 4 5 500.00 5 700.00 7 700.00 7 7 7 7 7 7 7 7 7	RECAST CONCRETE JUNCTION CHAMBER	FACH	-	٤	00 000 003	00.000.00	0.000,000
March Marc	EMOVING MANHOLES	EACH		ŀ	000000	Mynoc, 25	0,005,56
RRG AND GUITTER, TYPE IAA6.12 1	EMOVING CATCH RASHING			on one	2,000,00	1,000,000	4,000.0
RR AND GUITTER, TYPE MA, 12 LACH TO THE MACRIMENT 1 5 300.00 35.00 5	MANUEL IN CITE	EACH	7	300,000	600.00	\$ 800,000	1,600.0
HER AND GUITHS, TYPE MAS 17 2 485,00 5 5 1050 6 1050 6 5 1050 6 10	THE PROPERTY OF THE PROPERTY O	:ACH	-	300.00	300,00	200.00	\$ 200.0
POD S48 S 10.05 S 5.480.00 S 7.00 7.00 S 7.00 7	UMBINATION CONCRETE CURB AND GULLER, TYPE M.5.12	7007	96	2 35.00	3,465,00	00.06	\$ 8,910,0
MARKING-LIME PODT 69F S 72.860.0 S 22.860.0 S MARKING-LIME PODT PO	HAIN LINK FENCE REMOVAL	FOOT	248	\$ 00.01	2,480.00	\$ 20.00	\$ 10.960.0
COOT 272 \$ 10.06 \$ 2.756.00 \$ 10.00 \$ COOT 244 \$ 12.06 \$ 2.956.00 \$ 10.00 \$ COOT 244 \$ 4.06.00 \$ 2.956.00 \$ 10.00 \$ COOT 244 \$ 4.06.00 \$ 2.956.00 \$ 10.00 \$ COOT 244 \$ 4.06.00 \$ 2.956.00 \$ 10.00 \$ COOT 244 \$ 4.06.00 \$ 2.956.00 \$ 10.00 \$ COOT 244 \$ 4.06.00 \$ 1.506.00 \$ 1.506.00 \$ COOT 244 \$ 1.06.00 \$ 1.06.00 \$ 1.06.00 \$ COOT 244 \$ 1.	HAIN LINK FENCE FURNISH AND REPLACEMENT	1001	269	\$ 40.00	5 27.880.00	52.00	36 244 0
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Section Cool	4FRMOPLASTIC PAVEMENT MARKING - LINE 6*	TOOS	243	\$ 100 65	00 350		0.021.2
S	HERMOPLASTIC PAVEMENT MARKING - LIME 24"	F007		2 00 30	224.00	90.50	3,40%
	HANGEABLE MESSAGE SIGNS	1000		2 00000	(0.57)	30.00	420.0
SIAM S. 2000 0	TORM SEWED DEWATERING			000000	0,000.00	90.000.00	3,000.0
STATE STAT	DELI 24 TOAL	2	- .	İ	20,000.00	15,000.00	15,000.0
#### 15 1 2 2 2 2 2 2 2 2 2	DECONCIDENTIAL VIDEO TABLES		_	Ì	133,600,00	\$ 194,400.08	\$ 194,400.0
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		-			4,000,00	9990000	A.000, A.000, A.

TOTAL = \$2,913,890.50 TOTAL =

\$1,284,637.70



ADDISON CREEK STORM SEMER IMPROVEMENTS PHASE II PROJECT #22.5.02

Contract Documents

VILLAGE OF BENSENVILLE

Prepared By:
Engineering Resource Associates, Inc.
3s701 West Avenue, Suite 150
Warrenville, IL 60555-3256
(630) 393-3060

Note: Each sealed envelope containing a bid must be plainly marked on the outside with "Addison Creek Storm Sewer Improvements." The envelope should bear on the outside the name of the bidder, the bidder's address and telephone number, and the bid opening date and time.

Bid Proposal Submitted By: Acqua Contractors Corp.

551 S. IL Route 83

Elmhurst, 1L 60126



NOTICE TO BIDDERS

THE VILLAGE OF BENSENVILLE, DuPAGE COUNTY, ILLINOIS, will receive sealed bids, as a general contractor, for the Addison Creek Storm Sewer Improvements Phase II Project, to be let as a single contract, until Eleven A.M. (11:00 A.M.), Tuesday, June 4th, 2024 at the office of the Municipal Clerk in the Village Hall, 12 South Center Street, in the Village of Bensenville, Illinois, at which time and place all bids will be publicly opened and read aloud.

MINORITIES AND WOMEN OWNED BUSINESSES (MBE) ARE ENCOURAGED TO SUBMIT BIDS ON THIS PROJECT.

The contract documents, including plans and specifications, are on file beginning at Thursday, May 16th, 2024 at the office of the Engineer, Engineering Resource Associates, Inc., 3s701 West Ave., Suite 150, Warrenville, Illinois, 60555, (630) 393-3060.

Digital or paper copies of the documents may be obtained from Engineering Resource Associates, Inc. by depositing \$25.00 non-refundable deposit, payable to Engineering Resource Associates, Inc., for each set along with a copy of the Contractor's "Certificate of Eligibility" issued by the Illinois Department of Transportation.

A bid bond, certified check, bank draft or irrevocable letter of credit on a solvent bank, payable to the Village of Bensenville, or cash in the amount of not less than ten percent (10%) of the amount of the bid shall be submitted with each bid.

The successful bidder will be required to furnish a satisfactory performance bond in the amount equal to one hundred percent (100%) of the Contract sum as a security for the faithful performance of the Contract and also a Labor and Mechanical Payment Bond in the amount equal to one hundred percent (100%) of the Contract Sum as a security for the payment of all persons performing labor on the Project under the Contract and furnishing materials in connection of the Contract. The successful bidder shall also furnish a Certificate of Insurance. No bid shall be withdrawn after opening of bids without the consent of the said Municipality for a period of sixty (60) days after the scheduled time of opening bids.

The Village of Bensenville reserves the right to reject any or all bids and to waive any informalities in bidding and to accept the bid deemed most advantageous to it, all in accordance with the standard specifications.

Published in the Daily Herald and Bensenville Independent, on Thursday, May 16th, 2024.

An optional pre-bid conference will be conducted at 10 am on Thursday, May 23rd, 2024 for all General Contractors intending to submit proposals for this Project. This conference will be held on-site at Sunrise Park, 301 Memorial St, Bensenville, IL, 60106.

INSTRUCTIONS TO BIDDERS

Project Identification

Project Name: Addison Creek Storm Sewer Improvements Phase II

Project Location: The Addison Creek Storm Sewer Improvements Phase II Project

area is located along Marion Street between Jefferson Street and Memorial Road, through Sunrise Park, and the Alley South of Pine

Avenue in Bensenville, DuPage County, Illinois.

Project Owner: Village of Bensenville

Bid Opening: Tuesday, June 4th, 2024

11:00 AM

Bensenville Village Hall 12 South Center Street Bensenville, Illinois

Anticipated Award Date: Tuesday June 18th, 2024

Work Period: July 8th, 2024 to November 30th, 2024

Substantial Completion: November 30th, 2024

Final Completion: December 13th, 2024

Contract Documents

The work shall be performed in accordance with the plans and specifications entitled ADDISON CREEK STORM SEWER IMPROVEMENTS PHASE II PROJECT.

PROPOSAL

To the Village of Bensenville, Illinois:

The undersigned, having familiarized ourselves with the local conditions affecting the cost of the work and with the Contract Documents, including the Advertisement for Bids, Instructions to Bidders, Standard Specifications, Special Provisions, Form of Proposal, Form of Contract, Form of Performance Bond, etc., and with the plans and specifications and addenda thereto if any on file in the office of the Municipal Clerk of said Municipality, and understanding that in making this proposal he waives all right to plead any misunderstanding regarding the same; the undersigned hereby proposes to perform all specified work and to provide and furnish all labor, materials, tools, expendable equipment, and all utility and transportation services necessary to complete in a workmanlike manner all work required in connection with the construction of the ADDISON CREEK STORM SEWER IMPROVEMENTS PHASE II PROJECT to be constructed by the said Municipality, all in accordance with the plans and specifications as prepared by others and compiled by Engineering Resource Associates, Inc., Consulting Engineers, including Addenda Nos. ____, and ____, issued thereto, for the following prices; it being understood that each of the items is to be constructed complete in place and ready for use, including all labor, materials and equipment of every kind and nature necessary to construct the work as specified as well as all other appurtenant and accessory construction and that each item shall be constructed in all respects so as to accomplish the purpose for which the same was intended by the said plans and specifications.

BIDDER'S ACKNOWLEDGMENT OF RECEIPT

ADDENDUM NO. 1

ADDISON CREEK STORM SEWER IMPROVEMENTS PHASE II

Village of Bensenville

Bid Date: June 4, 2024 at 11:00 am

Bidder hereby acknowledges receipt of Addendum No. 1 for the above referenced project. Please email this form to Engineering Resource Associates at mmichalisko@eraconsultants.com.

CONTRACTOR NAME: ACQUA CONTRACTORS COFD.
RECIPIENT NAME: All Rendina
AUTHORIZED SIGNATURE:
ritle: President
DATE: 5/3/124

- 1. It is understood and agreed by the undersigned that the Municipality reserves the unrestricted privilege to reject any bid should any unit prices be abutted, or any bid which are noticeable unbalanced, all at the sole discretion of the Municipality.
- 2. The aggregate total of the above lump sum (if any) and unit price items, based on the estimated quantities, shall be the basis for the establishing of the amount of the performance bond and for comparison of bids. Said total in the case of unit price bids, shall not be understood to be a single lump sum proposal or contract price.
- 3. If awarded this contract, the undersigned agrees to commence work within ten (10) calendar days and provide the bid bond within fifteen (15) calendar days after execution and acceptance of the contract. The undersigned further agrees to complete the work to the satisfaction of the Municipality by December 13th, 2024.
- 4. Accompanying this Proposal is a bid bond, certified check, bank draft or irrevocable letter of credit payable to the said Municipality in the amount of ten percent (10%) of the amount bid which is agreed will be forfeited to said Municipality, if the undersigned fails to execute the contract in conformance with the form of contract incorporated in the Contract Documents and furnish performance bond as specified within fifteen (15) days after notification of the award of contract to the undersigned. The amount of the bid security is \$ 10 %.
- 5. In submitting this bid, it is understood that the right is reserved by the said Municipality to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.
- 6. Each pay item shall have a unit price and a total price.
- 7. The unit price shall govern if there is a discrepancy between the product of the unit price multiplied by the quantity.
- 8. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
- 9. It is understood and agreed by the undersigned that the Municipality reserves the privilege to postpone commencement of alternates to subsequent years.
- 10. The undersigned firm certifies that is has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

11. In submitting this bid, the Contractor guarantees all work for a period of one (1) year after final acceptance of the project by the owner against faulty materials and/or workmanship. If any defects become apparent within the guaranty period, the Contractor shall repair said defects at his cost and to the satisfaction of the owner.

						:	Ove	rtime					1	:	:	:
Trade Title	Rg	Туре	С	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	All	ALL		48.90	49.90	1.5	1.5	2.0	2.0	je.	of w	Acres 100		do-	0.00	i
ASBESTOS ABT-MEC	ΑII	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15,16	0.00	0.88	ļ	2.80	}
BOILERMAKER	Ail	BLD	1	54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83		0.00	
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00		
CARPENTER	All	ALL	-	53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	; }
CEMENT MASON	All	ALL		50.75	52.75	2.0	1.5	2.0	2.0	17.33	22.00	0.00	Çarranı.	· .	·	
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	. Sample	0.00		0.00		
CERAMIC TILE LAYER	All	BLD	- American	53.14	58.14	1.5	1.5	2.0	2.0	12.75		0.00	*******			
COMMUNICATION TECHNICIAN	All	BLD		37.85	40.65	1.5	1.5	2.0	2.0	13.90	24.30	3.20		: 		, , , , , , , , , , , , , , , , , , ,
ELECTRIC PWR EQMT OP	All	ALL		50.82	69.34	1.5	1.5	2.0	2.0	7.25	14.22	0.00	1.52	1.52	8,63	17.26
ELECTRIC PWR GRNDMAN	All	ALL	Parente	39.04	69.34	1.5	1.5	2.0	2.0	7.25	10.93	0.00	1.17	1.17	6.63	13.27
ELECTRIC PWR LINEMAN	All	ALL		61.09	69.34	1.5	1.5	2.0	2.0	7.25	17.10	0.00	1.83	1.83	10,38	ļ
ELECTRIC PWR TRK DRV	All	ALL		40.46	69.34	1.5	1.5	2.0	2.0	7.25	11.33	0.00	1.21	1.21	6.87	
ELECTRICIAN	Ali	BLD		45.45	49.70	1.5	1.5	2.0	2.0	13.90	27.89	7.13	1.20	0.00		
ELEVATOR CONSTRUCTOR	Ali	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		0.00	
FENCE ERECTOR	NE	ALL		48.48	50.48	1.5	1.5	2.0	2.0	13.68	18.32	0.00	0.75	0.00		
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07	0.00		
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88		4.15	
IRON WORKER	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49		0.00	ļ
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	
LATHER	All	ALL	. }	53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0,00	**************
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	(Marie				0.00	:
MARBLE FINISHER	All	ALL	1	38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00		·		
MARBLE SETTER	Ali	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	/ management and a second	0.00		Someone .		
MATERIAL TESTER I	Ali	ALL	Î	38.90		1.5	1.5	2.0				0.00	197.00%		0.00	· · · · · · · · · · · · · · · · · · ·
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·		0.00		* ************************************	den serve s	
	j		J., .	L)	1		0		10.51	. 0.00	0.91		0.00	0.00

MILLWRIGHT	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25,26	1.70	0,81		0.00	0.00
OPERATING ENGINEER	All	BLD	1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05		2.70	1 1	0.00	0.00
OPERATING ENGINEER	All	BLD	2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	i	2.00			0.00	0.00
OPERATING ENGINEER	All	BLD	3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05				0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	į.			0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05				0,00	0.00
OPERATING ENGINEER	All	BLD	6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05				0.00	0.00
OPERATING ENGINEER	Ali	BLD	7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05				0.00	0.00
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85		2.15	A-74	0.00	0.00
OPERATING ENGINEER	All	HWY	1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05		- in		0.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05		······		0.00	0.00
OPERATING ENGINEER	All	HWY	3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	,.	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05		· · · · · · · · · · · · · · · · · · ·		0.00	0.00
OPERATING ENGINEER	All	HWY	5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05			· · · · · · · · · · · · · · · · · · ·	0.00	0.00
OPERATING ENGINEER	All	HWY	6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05		2.70	····	0.00	0.00
OPERATING ENGINEER	All	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05		2.70		0.00	0.00
ORNAMENTAL IRON WORKER	Ali	ALL		55.01	57.51	2.0	2.0	2.0	2.0	14.23	26.00	1.	nerson topo	0.00	0.00	0.00
PAINTER	All	ALL		51.55	53.55	1.5	1.5	1.5	2.0	17.98	7.15	0.00	1.55	0.00	0.00	0.00
PAINTER - SIGNS	Ail	BLD		45.49	51.09	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	Αll	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
PIPEFITTER	All	BLD		55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3,12	0.00	0.00	0.00
PLASTERER	All	BLD		50.85	53.90	1,5	1.5	2.0	2.0	12.50	22.80	0.00	1.12	0.00	0.00	0.00
PLUMBER	All	BLD		56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73	:	0.00	0.00
ROOFER	All	BLD		49.25	54.25	1.5	1.5	2.0	2.0	11.83	16.14	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		54.25	56.96	1.5	1.5	2.0	2.0	13.60	19.43	0.00	1.59	2.62	0.00	0.00
SPRINKLER FITTER	Ali	BLD		56.60	59.35	1.5	1.5	2.0	2.0	14.45	18.80			0.00	0.00	0.00
STEEL ERECTOR	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56			0.00	0.00	0.00
STONE MASON	All	BLD		50.81	55.89	1.5			****	12.50	23.01			0.00	0.00	
SURVEY WORKER	All	BLD		55.00	56.00	1.5				17.00	13.35		· ·	0.00	0.00	0.00
	-													0100	0.00	0.00

SURVEY WORKER	All	HWY		55.00	56.00	1.5	1.5	2.0	2.0	17.00	13.35	0.00	1.49	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	Αll	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRAFFIC SAFETY WORKER I	Αll	HWY		40.10	41.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	42.76	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	Ali	ALL	2	42.91	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	Ali	ALL	3	43.11	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	ΑII	ALL	4	43.31	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TUCKPOINTER	Αll	BLD	م -سبار ا	50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	0.00	0.00	0.00

Legend

Rg Region

Type Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER !!

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walks, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network),

pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower, Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator, Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader, Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper, Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator, Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc,

Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor, Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master

Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester/Inspector II".

BID FORM

THE UNDERSIGNED SUBMITS HEREWITH THIS SCHEDULE OF PRICES FOR THE WORK TO BE PERFORMED UNDER THIS CONTRACT

SCHEDULE OF PRICES

	DESCRIPTION	UNITS	QUANTITIES	UNIT PRICE	VALUE
1	TREE ROOT PRUNING	EACH	28	102.00	2,856,9
2	TREE REMOVAL (6 TO 15)	UNIT	259	20.00	5,180,00
3	TREE REMOVAL (OVER 15)	UNIT	138	22.00	3,036.00
4	TEMPORARY FENCE/ TREE PROTECTION	FOOT	973	3, 25	3,162,25
5	TRENCH BACKFILL, SPECIAL	CU YD	5,470	25.00	136,750.0
6	EXPLORATORY TRENCH, SPECIAL	CU YD	100	40.00	4,000.00
7	UNDERCUTTING FOR UTILITIES	CU YD	200	40.∞	8.000,00
8	CONTAMINATED WASTE DISPOSAL	CU YD	547	100,00	54,700,00
9	SOIL SAMPLING AND TESTING	L SUM	1	2,500,00	2,500,00
10	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	2,179	9,75	21,245.25
11	PARKWAY RESTORATION-SOD	SQ YD	711	11, 30	8,034,30
12	SEEDING, CLASS 1	ACRE	0.45	25,000, ⁹²	11,250.00
13	EROSION CONTROL BLANKET	SQ YD	2,179	1,90	4,140,19
14	SUPPLEMENTAL WATERING, 1000 GAL	UNIT	5	432.∞	2,160,00
15	INLET AND PIPE PROTECTION	EACH	2	324,00	(418,00
16	INLET FILTERS	EACH	6	185.00	1/110,00
17	AGGREGATE FOR TEMPORARY ACCESS	TON	10	40,00	400,00
18	COMBINATION CURB AND GUTTER REMOVAL	FOOT	99	10.00	990,00
19	CLASS D PATCH, 4 INCH (MODIFIED)	SQ YD	622	35.00	21,770,00
20	CLASS D PATCH, 7 INCH (MODIFIED)	SQ YD	1,508	57,00	85 956 ⁹⁹
21	SURFACE PATCH	SQ YD	4,520	18.90	85,428,00
22	DRIVEWAY PAVEMENT, REMOVE AND REPLACE	SQ YD	20	205 00	4,100,00
23	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	72	145.00	10,440,00
24	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 48"	FOOT	34	303.00	10,302,50
25	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 66"	FOOT	2,248	525.00	1,180,200.0
26	STORM SEWER REMOVAL 8"	FOOT	5	8,00	40,00
27	STORM SEWER REMOVAL 10"	FOOT	110	10.00	1,100,50
28	STORM SEWER REMOVAL 12"	FOOT	48	12.00	576,00
29	STORM SEWER REMOVAL 34"x 53"	FOOT	20	15,00	300,00
30	STORM SEWER REMOVAL 48"	FOOT	23	20.∞	460,00
31	CASING PIPE FOR WATER MAIN, 6"	FOOT	44	85,00	3.740.00
32	CASING PIPE FOR WATER MAIN, 8"	FOOT	73	100.00	7.300-00
33	ADJUSTING WATER MAIN 6"	FOOT	44	300,∞	(3,200,00)
34	ADJUSTING WATER MAIN 8"	FOOT	73	385.00	28,105,00

36 ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS 37 ADJUSTING SANITARY SEWERS, OVER 8-INCH DIAMETER FOOT 10 (a) 10 (b) 10 (c) 10 (
10	35	ADJUSTING WATER SERVICE LINES	FOOT	290	20,00	5,800.00
38 SANTTARY MANHOLE, TYPE A, 4'-DIAMETER, TYPE 1 EACH 1 7,500. ∞ 7,500. ∞ 7,500. ∞ 7,500. ∞ 7,500. ∞ 7,500. ∞ 7,500. ∞ 7,500. ∞ 7,500. ∞ 2,500. ∞ 1 10,000. ∞ 10,000. ∞ 10,000. ∞ 10,000. ∞ 10,000. ∞ 10,000. ∞ 10,000. ∞ 34,800. ∞ 2,500. ∞ <td< td=""><td>36</td><td></td><td>FOOT</td><td>35</td><td>260.00</td><td>9,100,00</td></td<>	36		FOOT	35	260.00	9,100,00
38 SANTTARY MANHOLE, TYPE A, 4'-DIAMETER, TYPE 1 EACH 1 7,500. ∞ 7,500. ∞ 7,500. ∞ 7,500. ∞ 7,500. ∞ 7,500. ∞ 7,500. ∞ 7,500. ∞ 7,500. ∞ 2,500. ∞ 1 10,000. ∞ 10,000. ∞ 10,000. ∞ 10,000. ∞ 10,000. ∞ 10,000. ∞ 10,000. ∞ 34,800. ∞ 2,500. ∞ <td< td=""><td>37</td><td>ADJUSTING SANITARY SEWERS, OVER 8-INCH DIAMETER</td><td>FOOT</td><td>10</td><td>(e(a).00</td><td>6,600. x</td></td<>	37	ADJUSTING SANITARY SEWERS, OVER 8-INCH DIAMETER	FOOT	10	(e(a).00	6,600. x
1 FRAME, CLOSED LID 10,000. □ 1	38	FRAME, CLOSED LID	EACH	1		•
41 CONNECTION TO EXISTING SANITARY SEWER (15" MAIN) EACH 1 2,500. 42 CATCH BASINS, TYPE A, 4-DIAMETER, TYPE I FRAME, OPEN LID 43 MANHOLES, TYPE A, 8-DIAMETER, TYPE I FRAME, CLOSED LID 44 LID 45 MANHOLES, TYPE A, 8-DIAMETER, TYPE I FRAME, OPEN LID 46 MANHOLES, TYPE A, 9-DIAMETER, TYPE I FRAME, CLOSED LID 47 MANHOLES, TYPE A, 9-DIAMETER, TYPE I FRAME, CLOSED LID 48 MANHOLES, TYPE A, 11-DIAMETER, TYPE I FRAME, CLOSED LID 49 PRECAST CONCRETE JUNCTION CHAMBER 40 EACH 1 41	39		EACH	1		10,000,00
42 CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE I FRAME, OPEN LID EACH 2 4',500. ∞ 9',600. ∞ 43 MANHOLES, TYPE A, 8'-DIAMETER, TYPE I FRAME, CLOSED LID EACH 10 12,600. ∞ 120,600. ∞ 24,000. ∞ 44 MANHOLES, TYPE A, 8'-DIAMETER, TYPE I FRAME, OPEN LID EACH 2 12,600. ∞ 24,000. ∞	40	ADJUSTING SANITARY SEWER SERVICE LINE	FOOT	290		34,800,00
42 OPEN LID ANAHOLES, TYPE A, 8'-DIAMETER, TYPE I FRAME, CLOSED LID 12,1000. □ 12000. □ 120000. □ 120000. □ 120000. □ 120000. □ 120000. □ 120000. □ 12000. □ 120000. □ 120000. □ 120000	41		EACH	1	2,500.00	2,500,00
CLOSED LID CACH 10 CLOSO CLOSO CLOSED LID	42	OPEN LID	EACH	2	4,500. W	9,000.00
LID	43	CLOSED LID	EACH	10	12,000.00	120,000,00
45 CLOSED LID 46 MANHOLES, TYPE A, 11'-DIAMETER, TYPE 1 FRAME, CLOSED LID 47 PRECAST CONCRETE JUNCTION CHAMBER 48 REMOVING MANHOLES 49 REMOVING CATCH BASINS 50 REMOVING INLETS 51 COMBINATION CONCRETE CURB AND GUTTER, TYPE M-6.12 52 CHAIN LINK FENCE REMOVAL 53 CHAIN LINK FENCE REMOVAL 54 THERMOPLASTIC PAVEMENT MARKING - LINE 4" 55 THERMOPLASTIC PAVEMENT MARKING - LINE 24" 56 THERMOPLASTIC PAVEMENT MARKING - LINE 24" 57 CHANGEABLE MESSAGE SIGNS 58 STORM SEWER DEWATERING 60 PRECONSTRUCTION VIDEO TAPING 61 CONSTRUCTION LAYOUT, STAKING AND AS-BUILTS L SUM 1 15,000. □ 17,000. □	44	LID	EACH	2	12,000.00	24,000,00
46 CLOSED LID 47 PRECAST CONCRETE JUNCTION CHAMBER 48 REMOVING MANHOLES 49 REMOVING CATCH BASINS 50 REMOVING INLETS 51 COMBINATION CONCRETE CURB AND GUTTER, TYPE M-6.12 52 CHAIN LINK FENCE REMOVAL 53 CHAIN LINK FENCE FURNISH AND REPLACEMENT 54 THERMOPLASTIC PAVEMENT MARKING - LINE 4" 55 THERMOPLASTIC PAVEMENT MARKING - LINE 24" 56 THERMOPLASTIC PAVEMENT MARKING - LINE 24" 57 CHANGEABLE MESSAGE SIGNS 58 STORM SEWER DEWATERING 59 MOBILIZATION CLONSTRUCTION VIDEO TAPING 60 PRECONSTRUCTION VIDEO TAPING 61 CONSTRUCTION LAYOUT, STAKING AND AS-BUILTS L SUM 1 15,000. □ 17,000. □	45	CLOSED LID	EACH	1	17,000.00	17,000. ×
48 REMOVING MANHOLES 49 REMOVING CATCH BASINS 50 REMOVING INLETS 51 COMBINATION CONCRETE CURB AND GUTTER, TYPE M-6.12 52 CHAIN LINK FENCE REMOVAL 53 CHAIN LINK FENCE FURNISH AND REPLACEMENT 54 THERMOPLASTIC PAVEMENT MARKING - LINE 4" 55 THERMOPLASTIC PAVEMENT MARKING - LINE 24" 56 THERMOPLASTIC PAVEMENT MARKING - LINE 24" 57 CHANGEABLE MESSAGE SIGNS 58 STORM SEWER DEWATERING 59 MOBILIZATION 60 PRECONSTRUCTION VIDEO TAPING 61 CONSTRUCTION LAYOUT, STAKING AND AS-BUILTS L SUM 1 15, (2), (20, 10, 20) 10, (20), (20) 10, (20), (20) 10, (20), (20) 10, (20), (20) 10, (20), (20) 10, (20), (20) 10, (20), (20) 11, (20), (20) 12, (21), (20), (20) 13, (21), (20), (20) 14, (21), (20), (20) 15, (20), (20), (20) 16, (20), (20), (20) 17, (20), (20) 18, (21), (20), (20) 18, (21), (20), (20) 18, (21), (20), (20) 18, (21), (20), (20) 18, (21), (20), (20) 19, (20), (20) 10, (20), (46		EACH	2	12,000.°	44,000.00
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COMBINATION CONCRETE CURB AND GUTTER, TYPE M- 6.12 99 110.00 10,890.00 52	49	REMOVING CATCH BASINS	EACH	2		400,00
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THERMOPLASTIC PAVEMENT MARKING - LINE 24" FOOT 14 17 30 242.20 57 CHANGEABLE MESSAGE SIGNS EACH STORM SEWER DEWATERING L SUM SUM SUM SUM SUM SUM SUM SUM	54	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	272		2,352.80
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61 CONSTRUCTION LAYOUT, STAKING AND AS-BUILTS L SUM 1 15,000, 00 15,000 15	59	MOBILIZATION	L SUM	1	186.315.79	186,315.70
	60	PRECONSTRUCTION VIDEO TAPING	L SUM	1		5,000,00
62 TRAFFIC CONTROL AND PROTECTION L SUM 1 129, 276, 4129, 276,4	61	CONSTRUCTION LAYOUT, STAKING AND AS-BUILTS	L SUM	1	15,000,00	15, CM) 🚾
·	62	TRAFFIC CONTROL AND PROTECTION	L SUM	1	129,2760	129,276.4

BIDDER'S PROPOSAL FOR THE BASE BID \$ 2,490,000.					
ALL OF THE ABOVE ITEMS, COMPLETE, INPLACE, AS SPECIFIED, FOR THE AMOUNT OF: + two million four hundred nine + thousand outloo	E TOTAL				
(IN WRITING)					

Document A310TM - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Acqua Contractors Corporation 551 S. IL Route 83 Elmhurst, IL 60126

OWNER:

(Name, legal status and address) Village of Bensenville 12 S. Center St. Bensenville, IL

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square Hartford, CT 06183 **Mailing Address for Notices**

1411 Opus Place Suite 450 Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$

10%

Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Addison Creek Storm Sewer Improvements Phase II

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and scaled this

day of June, 2024

Acqua Contractors Corporation

(Principal)

(Seal)

By:

MILES DENT

Travelers Casualty and Surety Company of America

(Surety)

NO SUAE

(Witness)

Attorney-in-Fact

State of	Illinois
County of	DuPage
	SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT

Sherry L Bacskai 1, Notary Public of County, in the State of DuPage Illinois do hereby certify that James I. Moore Attorney-in-Fact, of the Travelers Casualty and Surety Company of America who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and signed, sealed and delivered said instrument, for and on behalf of the acknowledged that he Travelers Casualty and Surety Company of America for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 4th day of June , 2024 .

OFFICIAL SEAL
SHERRY L BACSKAI
NOTARY PUBLIC, STATE OF ILLINOIS
Commission No. 977639
My Commission Expires September 08, 2027

Notary Public

Sherry L Bacskai

My Commission expires:

September 8, 2027



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint James I. Moore of Downers Grove. IL, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: OR Bid Bond

Principal: Acqua Contractors Corporation

Obligee: Village of Bensenville

Project Description: Addison Creek Storm Sewer Improvements Phase II

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.









State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Jane & Nail

Anna P. Nowik, Notary Public

Robert 4. Raney, Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Assistant Vice President, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4th day of

June

2024









Kevin E. Hughes, Assistant Secretary

HOLD HARMLESS AGREEMENT

The Contractor agrees to indemnify and defend the Village of Bensenville, its officers, agents and employees and each of them, against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise (or which may be alleged to have arisen) out of or in connection with the work covered by this Agreement. The foregoing indemnity (together with Contractor's obligation to defend) shall apply unless it shall be found by a court of competent jurisdiction that such injury, death or damage shall have been caused solely by the negligence of the Village of Bensenville, its officers and employees, or any of them. The Village of Bensenville shall be entitled to withhold from any payment otherwise due pursuant to this Agreement such amount or amounts as may be reasonably necessary to protect it against liability from any personal injury, death or property damage resulting from the performance of the work hereunder.

Village of Bensenville	Contractor
Signature	Signature
	PRESIDENT
Title	Title
	6/4/24
Date	Date

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30ILCS 580/1) et. seq. entitled "Drug Free Workplace Act", the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or us of a controlled substance, including cannabis, is prohibited in the grantee's of contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a conditions of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer o any criminal drug statute conviction for a violation occurring in the workplace no later that 5 days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violations.
- (c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION (continued)

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

Failure to abide by this certification shall subject the contractor to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

Contractor

ATTEST:

DATE: 6/4/24

SEXUAL HARASSMENT CERTIFICATE

ACQUA COTTOCTOS COD hereinafter referred to as "Contractor" having submitted a bid/proposal for ADDISON CREEK STORM SEWER IMPROVEMENTS PHASE II PROJECT to the Village of Bensenville, DuPage County, Illinois, hereby certifies that sad Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) including the following information:

- 1. An acknowledgement of the illegality of sexual harassment.
- 2. The definition of sexual harassment under State law.
- 3. A description of sexual harassment, utilizing examples.
- 4. The contractor's internal complaint process including penalties.
- 5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
- 6. Directions on how to contact the Department of the Commission.
- 7. An acknowledgement of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By:

(Authorized Agent of Contractor)

Subscribed and sworn to before me this $H^{\dagger h}$ day

of June , 2024

Notary Public



BID CERTIFICATION FORM

RE: CERTIFICATION OF BIDDER, COMPLIANCE WITH SECTION 33E-11 OF ILLINOIS CRIMINAL CODE OF 1961.

I/we hereby certify that ACQUO Control Bidder) is not barred from bidding on this contract as the result of a violation of either Section 33E-3 or 33E-4 of this Article of the Illinois Criminal Code of 1961.

Title: PRESIDENT

INTERFERENCE WITH PUBLIC CONTRACTING - - BID RIGGING AND ROTATING - - KICKBACKS - - BRIBERY

PUBLIC ACT 85-1295 S.B. 2002

AN ACT to add Article 33E to the "Criminal Code of 1961", approved July 28, 1961, as amended.

Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 1: Article 33E is added to the "Criminal Code of 1961", approved July 28, 1961, as amended, the added Article to read as follows:

ARTICLE 33E. PUBLIC CONTRACTS

Sec. 33E-3 Bid Rigging. A person commits the offense of bid-rigging when they knowingly agree with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense shall be barred for 5 years from the date of conviction from bidding on any contract offered for bid by any unit of State or local government.

Sec. 33E-4. Bid rotating. A person commits the offense of bid rotating when pursuant to any collusive scheme or agreement with another, they engage in a pattern over time (which, for the purposes of this Section, shall include a least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts.

Bid rotating is a Class 2 felony. Any person convicted of this offense shall be permanently barred from bidding on public contracts in the State of Illinois.

CONTRACT

1.	THIS AGREEMENT, made and concluded this <u>18th</u> day of <u>June</u> , 20	24		
	between the Village of Bensenville acting by and through its Mayor and City Counc	cil,		
	know as the party of the first part, and Acqua Contractors Corp. his/her executors	rs,		
	administrators, successors or assigns, known as the party of the second part.			

- WITNESSETH: that for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all work, furnish all material and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the engineer under it.
- 3. And it is also understood and agreed that the notice to bidders, instructions to bidders, specifications, special provisions, federal requirement packet, federal wage decision, proposal and contract bond hereto attached and the plans for the ADDISON CREEK STORM SEWER IMPROVEMENTS PHASE II PROJECT, prepared by Engineering Resource Associates, Inc., approved by the Village of Bensenville, and all essential documents of this contract and are a part hereof.
- And it is also understood and agreed that employer shall not discriminate against employees or applicants for employment on basis of race, color, religion, sex or national origin.

IN WITNESS WHEREOF the said parties have executed these presents on the date above mentioned.

Village of Bensenville

Mayo

Party of the First Part

Municipal Green

SEAL In

(If Corporation)	Name ACQUAL CONTRACTIVE COVP
(Corporate Seal)	Address 551 S. 11 Route 83
ATTEST:	Elmhurst, IL (6012(6 By(Seal) (President)
(Corporate Secretary)	
(If an Individual)	
	Business
	Name
	Address
	By(Seal)
	(Bidder)
If a Co-partnership)	
	Firm
	Name
	Address
	By(Seal)

CONTRACT BOND

BOND# 108058252

KNOW ALL MEN BY THESE PRESENT, that we	
Acqua Contractors Corporation, 551 S. IL Route 83, Elmhurst, IL 60126	
as Principal, and Travelers Casualty and Surety Company of America	
a corporation organized and existing under the laws of the State of Illinois, as Surety, are held and firmly bound unto the Village of Bensenville, State of Illinois, in the penal sum of Two Million Four Hundred Ninety Thousand dollars (\$ 2,490,000.00), lawful most of the United States, well and truly to be paid unto said Village of Bensenville for the payment which we bind ourselves, our heirs, executors, administrators, successor, and assigns, jointly severally, and firmly by these present.	ney nt of

THE CONDITIONS OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with the Village of Bensenville acting through the Mayor and Village Council of said Village of Bensenville for the construction of the work designated as ADDISON CREEK STORM SEWER IMPROVEMENTS PHASE II PROJECT in the Village of Bensenville which contract is hereby referred to and made a part hereof, as written herein at length, in and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, material, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor, or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted and shall hold the Village of Bensenville and the said Mayor and Village Council harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements, of said contract, then this obligation to be void; otherwise to remain in full for and effect.

WITNESS WHEREOF, we have duly executed the foregoing obligation this 17th day June A.D. 2024
Corporate
Name Acqua Contractors Corporation
By:
ATTEST: (Secretary)
Surety: Travelers Casualty and Surety Company of Americ (Seal)
By: Attorney in Fact (Seal) James I. Moore
By: N/A
Attorney in Fact (Seal)
Countersigned By:
James I. Moore (Agent for Surety) HUB International Midwest
1411 Opus Place , S uite 450 Downers Grove, IL 60515

(Address of Surety)

State of)	
County of) SS	
aforesaid, do hereby certify that to me to be the same person whose name is su therein, appeared before me this day in pers	Notary Public in and for said county, in the State, personally known bscribed to the foregoing instrument as the Principal on and acknowledged that he signed, sealed, and untary act for the uses and purposes therein set forth.
Given under my hand and Notari, AD. 2024.	al Seal, thisday of
	Notary Public
Seal	Address
State of <u>Illinois</u>) SS	
County of DuPage)	
aforesaid, do hereby certify that James I. More to be the person who signed the above and Travelers Casualty and Surety, thereto, as his Princip and voluntary act of his said Principal for the executed the said instrument under the authority grade Given under my hand and Notarial Seal, A.D. 2024. OFFICIAL SEAL SHERRY L BACSKAI NOTARY PUBLIC, STATE OF ILLINOIS Commission No. 977639 My Commission Expires September 08, 2027	this 17th lay of June Notary Public 1411 Opus Place, Ste. 450 Downers Grove, IL 60515 Address
Approved this <u>18th</u> day of <u>June ATTEST</u> :	ne, A.D. 2024. Mayor and City Council
Municipal Clerk, Municipal SEAL F	Mayor 29



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint James I Moore of DOWNERS GROVE, Illinois, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.







State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Noxik Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th day of June







Kevin E. Hughes, Assistant Secretary

TYPE:SUBMITTED BY:DEPARTMENT:DATE:ResolutionChris DuszaPublic WorksApril 29, 2025

DESCRIPTION:

Resolution Authorizing a Purchase Order to Tidewell Roofing and Sheet Metal of Elk Grove Village, IL for Purchase and Installation of Roof Coating on Public Works in the Not-to-Exceed Amount of \$126,710

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
N/A	N/A

BACKGROUND:

The Public Works Facility has a 38,000 square foot, flat galvanized roof that is original to the building. The existing roof is beginning to show signs of compromise due to age and has developed several leaks around the flashings and roof top units.

Staff has done a significant amount of research and reviewed a variety of roofing systems for rehabilitation of the roof. Based on longevity, cost, and Midwest weather conditions, we have determined that a properly prepared rubber roof coating would be most advantageous, giving us the longest reliability and be the most cost-effective solution.

KEY ISSUES:

The roof is at a point where we could still get a significant amount of life out of it if we prepare it to receive a fully rubberized roof coating. The Karnak 502 Elasto-Kote White 10 Year Roof System is the roofing system that staff feels is best for our application. Once prepared and applied in accordance with the manufacture's recommendations, the manufacture will provide a ten-year warranty against any leaks or wear through concerns.

We have received three proposals from roofers that were provided and recommended to us by the manufacture of Karnak roofing products located in Westchester Illinois.

Staff solicited proposals for the work. Below are the results:

Vendor	Cost
Tidewell Roofing	\$126,710
Protech Roofing	\$126,880
Waukegan Roofing	\$272,862

Staff recommends entering into a contract with Tidewell to install the roof system.

ALTERNATIVES:

Discretion of the Village Board

RECOMMENDATION:

Staff Recommend the Approval of the Resolution Authorizing a Purchase Order to Tidewell Roofing and Sheet Metal of Elk Grove Village, IL for Purchase and Installation of Roof Coating on Public Works in the not-to-exceed Amount of \$126,710.

BUDGET IMPACT:

CY2025 budgeted \$160,000 for a roof replacement. Funds are located in CIP 31080800 591000 - 25609

ACTION REQUIRED:

Approval of a Resolution Authorizing a Purchase Order to Tidewell Roofing and Sheet Metal of Elk Grove Village, IL for Purchase and Installation of Roof Coating on Public Works in the not-to-exceed Amount of \$126,710.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
RES - Roof Coating Replacement - Tidewell	4/22/2025	Resolution Letter
PROPOSAL - Public Works Roof Tidewell	4/22/2025	Resolution Letter

RESOLUTION NO.

AUTHORIZING A PURCHASE ORDER TO TIDEWELL ROOFING AND SHEET METAL OF ELK GROVE VILLAGE, IL FOR PURCHASE AND INSTALLATION OF ROOF COATING ON PUBLIC WORKS IN THE NOT-TO-EXCEED AMOUNT OF \$126,710

WHEREAS The Public Works Facility has approximately 38,000 square foot, flat galvanized roof that is original to the building, and

WHEREAS The existing roof is beginning to show signs of compromise due to age and has developed several leaks around the flashings and roof top units, and

WHEREAS The roof is at a point where we could still get a significant amount of life out of it if we prepare it to receive a fully rubberized roof coating, and

WHEREAS the Village of Bensenville solicited proposals from various vendors, and

WHEREAS Tidewell provided the lowest proposal at \$126,710, 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 a Purchase Order to Tidewell Roofing and Sheet Metal of Elk Grove Village, IL for Purchase and Installation of Roof Coating on Public Works in the not-to-exceed Amount of \$126,710.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated April 29, 2025.

	APPROVED:
	Frank DeSimone, Village President
ATTEST:	
Nancy Quinn, Village Clerk	
AYES:	
NAYS:	

ABSENT:

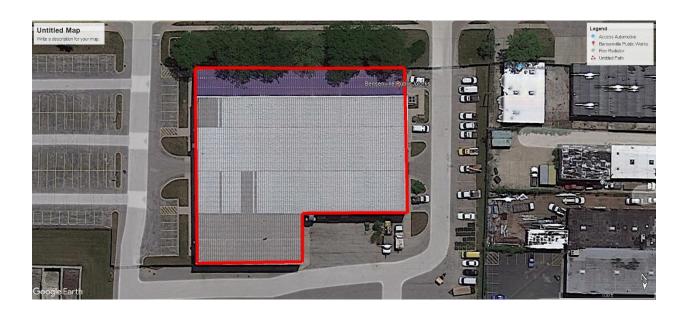


Tidwell Roofing & Sheet Metal 630 Bonnie Lane Elk Grove Village, IL 60007

April 22,2025

Village of Bensenville Public Works 717 E Jefferson St Bensenville, IL Phone: 847-437-2710 Fax: 847-437-2704 Tidwellroofingandsheetmetal.com

Work Proposed: Install New Karnak 502 Elasto-Kote White 10 Year Roof System



State of Illinois Unlimited Licensed Roofing Contractor #104.005422,105.004902



Tidwell Roofing & Sheet Metal 630 Bonnie Lane Elk Grove Village, IL 60007 Phone: 847-437-2710 Fax: 847-437-2704 Tidwellroofingandsheetmetal.com

April 22, 2025

Village of Bensenville Public Works 717 E Jefferson St Bensenville, IL

Work Proposed: Install New Karnak 502 Elasto-Kote White 10 Year Roof System

Procedures:

- 1. Setup all safety equipment per OSHA requirements
- 2. Remove all debris and haul away
- 3. Ensure all fasteners are tightened and replace fasteners where necessary
- 4. Remove any existing loose coating
- 5. Remove existing sheet metal at addition
- 6. Fabricate and install new 24 Gauge Kynar Steel Detail for addition over hang
- 7. Install Karna Flex to flash in new metal detail
- 8. Power-wash all surfaces to be coated with 799 Wash-N-Prep Roof Cleaner and water
- 9. All horizontal seams, penetrations and cracks to be sealed using 6" wide 5540 Resat-Mat and 502MS Karna-Flex.
- 10. All fasteners to receive a dollop of Karna Flex
- 11. Install new Karnak 502 Self Priming Base Coat at 1.5 Gallons per 100 Sqf. Per manufactures specifications. Allow to dry for 24 hours
- 12. Install new Karnak 502 Elasto-Kote at 1.5 Gallons per 100 Sqf per manufactures specifications. Allow to dry for 24 hours

Warranty: Karnak 10 Year Material and Labor Warranty

NOTE: Tax Exempt

Thank you for the opportunity to bid the above referenced job. We have examined the roof and propose to furnish all labor, equipment, and material for the sum of \$126,710.00

TERMS:

Price effective for thirty days. 50% Due upon material delivery. Remaining balance due upon completion.

Permits & Bonds

Local permits and any Bonds (as required by your municipality) to be paid by owner

Insurance

We are Covered by Public Liability, Property Damage and Workman's Compensation Insurance

Nick Prette		April 22,2025
	Date	
Sales Representative		
	Date	
Accepted By		

TYPE:SUBMITTED BY:DEPARTMENT:DATE:ResolutionBrad HargettPublic WorksApril 29, 2025

DESCRIPTION:

Resolution Authorizing the Execution of an Engineering Services Agreement with Hey and Associates, Inc. for the Addison Creek Stabilization Phase I Project in the not-to-exceed amount of \$50,000.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
N/A	N/A

BACKGROUND:

Three tributaries to Addison Creek run through the southern part of Bensenville and all lead into the main branch of Addison Creek at Redmond. From Redmond, the creek runs south, through a portion of River Forest Country Club, then through the old Legends property, continuing south of Grand Avenue. The length of the main branch through Bensenville (George to Grand) is approximately 2,900 feet.

Over the years, the creek bed has been reduced due to sedimentation, reducing its effectiveness to carry storm water; the creek banks are showing evidence of deterioration; and vegetation along the banks and upper ledges of the creek is overgrown and no longer navigable at some locations. The Village would like to make storm water improvements to the creek and possibly transform the area to a destination feature within Bensenville.

Hey and Associates, Inc. (Hey) provided a Phase I planning and design study of Addison Creek at the end of 2023 and design engineering to clear the overgrown brush and invasive trees in 2024. As part of the 2023 study, Hey had developed a high-level concept plan for streambank widening/stabilization, two-stage detention, and pedestrian paths/boardwalks. Tree and vegetation clearing along Addison Creek has recently been substantially completed that will allow for a detailed survey of the creek and it's banks. The next step of the design will be to update the 2023 preliminary engineering study to evaluate stabilization options.

KEY ISSUES:

In 2022, 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. Hey and Associates (Hey) is one of the shortlisted firms to provide design-engineering services.

This proposal from HEY is to update the 2023 preliminary engineering study to evaluate stabilization options along the Addison Creek corridor north of Grand Avenue to approximately Belmont Avenue. Work tasks for this project include:

- · Topographic Survey
- Wetland/Waters Field Investigation and Delineation Report
- Threatened and Endangered Species Documentation
- · Historic Properties Compliance
- Hydrologic and Hydraulic Analysis
- · Phase I Plan Development
- Project Management and Meetings

After a scoping meeting and negotiations with Village staff, Hey's proposed work effort and fee total \$50,000.00 for this project. Once this Phase I study update is completed, a more accurate and detailed design

contract can be scoped to complete the detailed streambank stabilization and accompanying path designs. Staff anticipates a future Phase II (detailed construction design) contract to come forth to the Board for consideration.

ALTERNATIVES:

Discretion of the Village Board

RECOMMENDATION:

Staff recommends approval of a Resolution Authorizing the Execution of an Engineering Services Agreement with Hey and Associates, Inc. for the Addison Creek Stabilization Phase I Project in the not-to-exceed amount of \$50.000.

BUDGET IMPACT:

In FY2024, staff had budgeted \$150,000 to perform design engineering for this project in accounts # 37380850-536513-23502 (TIF #4). Adequate funding is available.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of an Engineering Services Agreement with Hey and Associates, Inc. for the Addison Creek Stabilization Phase I Project in the not-to-exceed amount of \$50,000.

ATTACHMENTS:

Description	<u>Upload Date</u>	<u>Type</u>
Resolution	4/22/2025	Resolution Letter
Location Map	4/22/2025	Backup Material
Proposal	4/23/2025	Backup Material

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES AGREEMENT WITH HEY AND ASSOCIATES, INC. FOR THE ADDISON CREEK STABILIZATION PHASE I PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$50,000

WHEREAS Addison Creek conveys storm water through open channel ditches from George Street (at Redmond) to Grand Avenue, and

WHEREAS over time, the creek bed, embankments and ledges have deteriorated and become overgrown, and

WHEREAS the Village of Bensenville would like to make storm water improvements to the creek and possibly transform the area to a destination feature within Bensenville, and

WHEREAS the Village of Bensenville previously hired Hey and Associates, Inc. (Hey) to perform a preliminary engineering study to evaluate stabilization options in 2023, design engineering to clear the overgrown brush and invasive trees in 2024, and

WHEREAS the Village of Bensenville desires to hire Hey and Associates, Inc. to update the 2023 preliminary engineering study to evaluate stabilization options along the Addison Creek corridor north of Grand Avenue to approximately Belmont Avenue, and

WHEREAS Hey and Associates, Inc., being one of the Village's short-listed firms for stormwater engineering, submitted a proposal to perform a topographic survey, wetland land investigation and delineation report, threatened and endangered species documentation, hydrologic and hydraulic analysis, and Phase I plan develop development in the amount not to exceed \$50,000.

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

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing the execution of an engineering services agreement with Hey and Associates, Inc. for the Addison Creek Stabilization Phase I Project in the not-to-exceed amount of \$50,000.

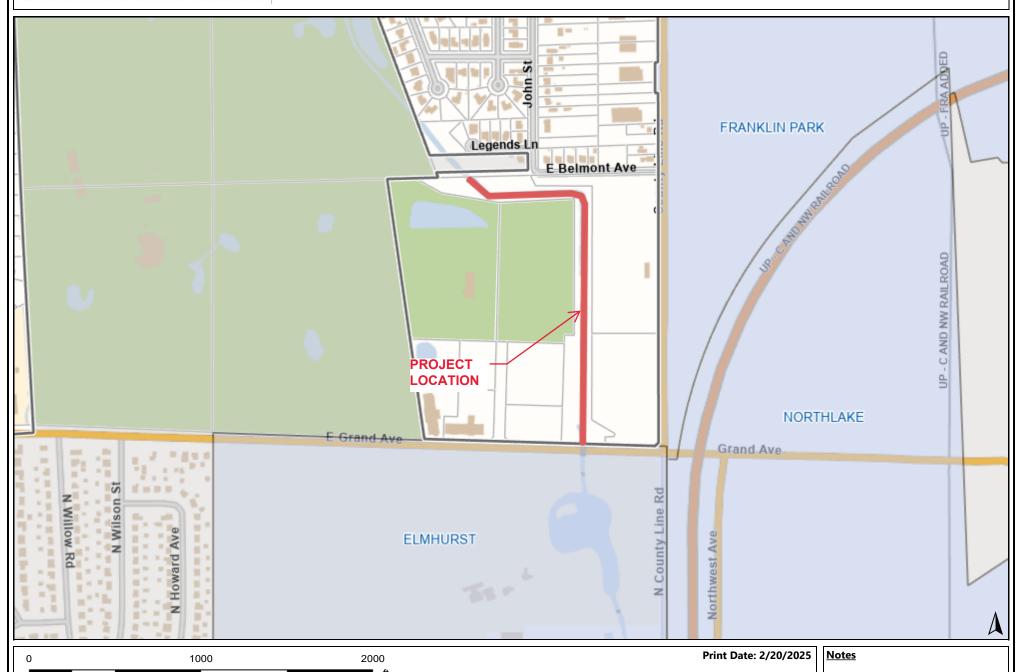
<u>SECTION THREE</u>: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

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

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated April 29, 2025.

	APPROVED:	
	Frank DeSimone Village President	
ATTEST:		
Nancy Quinn, Village Clerk		
AYES:		
NAYS:		
ABSENT:		

GISConsortium 2025 Addison Creek Streambank Improvements



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.

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

8755 W HIGGINS RD., SUITE 835 CHICAGO, ILLINOIS 60631 PHONE (773) 693-9200 FAX (847) 740-2888

April 22, 2025

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

Proposal No.: 24-0150

Re: Addison Creek – Phase 1 Bensenville, Illinois

Dear Mr. Caracci:

Hey and Associates, Inc. (Hey) appreciates the opportunity to provide a proposal for preparing updated concept plans (Phase 1) for the Addison Creek corridor north of Grand Ave to approximately Belmont. The tree removals have been completed which will enable us to develop a range of potential improvements for the Village that can be selected to move forward to full construction bid package.

Task 1: Topographic Survey

This task will include a topographic survey of the corridor (see attachment 1 for limits) conducted by JLH Land Surveying Inc. and coordinated with Hey.

Datum:

- 1. Horizontal: Illinois State Plane East Zone, NAD 83
- 2. Vertical: NAVD 88
- Surveyor shall tie into two source benchmarks certified by DuPage County at are listed on the following website:
 - a. https://experience.arcgis.com/experience/b56420c8e6f345579e49f7711d356f24/page/Bencharks-NAVD88/

Minimum Standards:

1. The Topographic Survey shall conform to the current Illinois Minimum Standards for a Topographic Survey per Administrative Code Section 1270.56:

http://www.ilga.gov/commission/jcar/admincode/068/068012700000560R.html

Planimetrics:

1. All visible planimetric features within the survey area shall be located, weather permitting.

Elevations:

- 1. Ground elevations shall be surveyed on an approximate 20-foot grid in the area shown on the exhibit.
- 2. Spot elevations shall be surveyed at 20-foot intervals at the center of streets, back of curbs, face of curbs, edge of pavements, each side of sidewalks / paths, each side driveways and aprons.
- 3. Streams shall be surveyed at 50-foot intervals and shall include stream centerline (flowline), bottom of bank, edge of water, top of bank, and break points along the bank.
- 4. Wetland flags shall be surveyed and identified by number.
- 5. Contours shall be generated at one-foot intervals

Utilities:

Village of Bensenville 24-0150 April 22, 2025 Page 2

- 1. Hey and Associates, Inc. will call in a JULIE design locate and request municipal utility atlases. Data will be provided to the surveyor for use.
- 2. Aboveground and underground utilities are a part of this survey. Utility survey shall be completed to "Attribute Quality Level C" as specified in the "Standard Guideline for Collection and Depiction of Existing Utility Data". (American Society of Civil Engineers, CI/ASCE 38-02)
- 3. Measure-down (i.e. below rim elevation) information (inverts, pipe sizes, directions, etc.) shall be provided for all located sewer, water, electric handholes, and other utility structures within the aforementioned project limits.
- 4. The upstream and downstream faces of the culvert/bridge under Grand Ave. shall be surveyed. Culvert/Bridge openings shall be measured and sketched.

Vegetation:

- 1. All trees over 4-inch caliper and shrubs over 1.5 feet in height shall be located.
- 2. The trees shall be identified as either coniferous or deciduous. Bushes shall be shown.
- 3. Trees located behind fenced areas on private property do not need to be surveyed.

Boundary Survey and Easement Description:

- 1. Surveyor shall identify property lines, right-of-way and monuments within the survey area of the exhibit.
- 2. Parcel / lot / boundary survey shall include corner search, survey and calculations.
- 3. The Village of Bensenville does not require full plats at this time. The Village may request boundary surveys and/or easement documents at a later date.

As-Built Survey:

1. Not included at this time.

Task 2: Wetland/Waters Field Investigation and Delineation Report

We will complete a field investigation of the subject Addison Creek corridor. Hey will perform a routine wetland and Waters delineation applying the general procedures detailed in the 1987 U.S. Army Corps of Engineers' (USACE) wetland delineation manual and the 2010 Regional Supplement-Midwest Region. We will identify and flag any wetland/Waters boundaries and record their location with a sub-meter horizontal accuracy GPS unit. Our wetland report will include aerial photographs showing the surveyed wetland boundaries, required USACE data forms for sample points, observed vegetative species lists, representative color photos, and other necessary data. The report will meet the requirements of the USACE and DuPage County. We will provide a pdf of the final report to you for your use.

Task 3: Threatened and Endangered Species Documentation

Under this task, Hey will complete the documentation for compliance with the Illinois and federal endangered species consultation process. This includes using the online EcoCAT system for state-listed resources, and the IPAC system for federally-listed species. Documentation will be produced that can accompany permit applications as required. Depending on the results of the online analysis, this may include additional coordination regarding the northern long-eared bat and the rusty-patched bumblebee.

Task 4: Historic Properties Compliance

This task will include examination of the online HARGIS maps for any nearby historic properties. For federal section 106 signoff, this information is submitted to the USACE who will make the determination if any further coordination with SHPO is necessary. For state signoff (if any state funds or permits are used), we will submit a cover letter with required documentation directly to the SHPO for review and response.

Village of Bensenville 24-0150 April 22, 2025 Page 3

Task 5: Hydrologic and Hydraulic Analysis

We will prepare an official data request through FEMA to obtain hydrologic and hydraulic models for the subject reach of Addison Creek which may involve obtaining the Cook County portion of Addison Creek in order to obtain the applicable model. We will convert the model to HEC-RAS (assuming the regulatory model or available model is in HEC-2) using obtained topographic data. We will conduct hydraulic modeling and analysis to aid in the evaluation of the concept design and to guide final design refinement. We will prepare an initial existing conditions and proposed condition model to guide in development of proposed solutions along the creek corridor. Additional modeling will be required during Phase II – Final design for permitting submittals. That will be scoped separately pending final design considerations.

Task 6: Phase 1 Plan Development

Following review and assessment of the collected information, we will work to develop a comprehensive Phase 1 design to improve the creek corridor for water quality improvements, streambank stabilization, active/passive recreation, site access, coordination with future site plans adjacent to the creek corridor, and other ecological and site enhancements.

We will provide a Phase 1 plan with a suite or menu of potential improvements to the Village for review. Hey and the Village will meet to review the plan and select which improvements shall be slated to continue into Phase II to prepare construction bid packages and permitting. Upon concurrence with Phase 1, we will prepare final preliminary concept exhibits, a preliminary opinion of probable costs, and a report summarizing the effort. The report will include a discussion of alternatives considered, phasing recommendations, potential easements / coordination, and preliminary regulatory requirements. We will also include a section in the report noting potential funding mechanisms for portions of the work including grants and other programs that may be applicable.

At this time, we do not plan on conducting any of the following and would have these tasks be completed as part of final design:

- Title searches or additional property records research
- Soil borings and geotechnical analysis
- Environmental assessment, soil sampling, disposal plans
- Easement document preparation
- Design plans, specifications and estimates
- Regulatory floodplain mapping
- Other permitting

Deliverables will include a project design memorandum, concept plans, preliminary opinion of probable costs, summary of needs for final design.

Task 7: Project Management and Meetings

Hey will provide monthly invoices and coordination. We anticipate holding the following meetings with the Village:

Village of Bensenville 24-0150 April 22, 2025 Page 4

- Kickoff meeting: Review site and adjacent developments, review available data, obtain stakeholder feedback from Village staff
- Phase 1 Review meeting: Hey to prepare plan exhibits to discuss. Village to provide input and commentary to complete the Phase 1 plans
- Phase 1 Plan meeting: Review project design memorandum and associated information. Hey to address comments / questions. Discuss next steps for design.

Deliverables will include meeting agendas and minutes.

Fees

Hey will invoice on a time and materials (T&M) basis with a not-to-exceed total project cost as noted below unless otherwise approved by the Village.

Task	Description	Fee
1	Topographic Survey (includes survey subcontractor)	\$15,000
2	Wetland/Waters Field Investigation and Delineation Report	\$4,000
3	Threatened and Endangered Species Documentation	\$1,500
4	Historic Properties Compliance	\$1,500
5	Hydrologic and Hydraulic Analysis	\$5,000
6	Phase 1 Plan Development	\$20,000
7	Project Management and Meetings	\$3,000
	Total	\$50,000

Reimbursable expenses shall be included in the fees noted above and include, but are not necessarily limited to, travel, reproductions, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project. Any additional meetings or supplemental work would be in addition to the above amount or by separate proposal. Our Standard Terms and Conditions are attached.

If this agreement is acceptable, please sign below and return this proposal to our office. Upon receipt, we will sign and return a fully executed copy for your records. This proposal is valid for 60 days from the date of this letter. Should you have any questions, please contact the project manager, Patrick Lach at our Chicago office.

Jeffya. Wickerkung	
atual Add	Village of Bensenville
Attest	Attest
4/23/2025	
Date	Date

Compensation

Expert Testimony

Rates to be determined on per-project basis

Reimbursable Expense
 Poimbursable expenses s

Profession Engineering	Hourly Bill Rate	service charge. Such expenses shall include	, but are not necessarily limited to	
Senior Principal Civil Engineer	\$240	travel, reproduction, shipping/delivery, aerial photographs, phone and oth communication charges, consultants and subcontractor fees, equipment a supply costs related to the execution of the project. Fixed reimbursable exper costs are as follows:		
Principal Civil Engineer	\$220			
Senior Civil Engineer	\$200			
Civil Engineer V	\$185	Travel	\$.75/mile	
Civil Engineer I to IV	\$140-180	Copies	\$.20/page	
Engineering Technician I to V	\$120-160	Software/Digital Resource Charge	\$100.00/project	
Field Services Manager	\$175	ATV Usage	\$ 40.00/hour	
Ecological Services		ATV Discing, Herbicide, Spraying, Mowing	\$ 45.00/hour	
Senior Principal Ecologist	\$220	Boat Usage	\$ 75.00/hour	
Senior Project Scientist	\$190	Chain Saw Usage	\$ 20.00/hour	
Environmental Services Manager	\$170	Additional Plotting, B & W	\$.90/sq. ft.	
Environmental Scientist I to V	\$125-165	Additional Plotting, Color	\$ 2.75/sq. ft.	
Environmental Intern	\$70	Flow Meter	\$ 50.00/day	
Landscape Architecture		GPS Rover	\$350.00/day	
Senior Landscape Architect	\$195	Total Station/GPS Equipment	\$100.00/day	
Landscape Architect I to V	\$135-175	Unmanned Aerial Reconnaissance	Per Project	
Landscape Designer	\$130			
Design Support		Insurance		
CAD Technician	\$110	Throughout the duration of the project, Hey will procure and main		
GIS Specialist	\$110	following insurance:		
Administration		Liability	Limits of Liability	
Executive Administrator	\$135	Workers' Compensation and		
Accounting Administrator	\$110	Employer's Liability	\$ 500,000 each incident	
Office Administrator	\$105	Commercial General Liability	\$ 2,000,000	

Professional Liability

Automobile Liability

Within the limits of this insurance, Hey agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of employees, agents, or subcontractors of Hey.

\$ 2,000,000

\$1,000,000

Client will limit any and all liability, claim for damages, losses, cost of defense, or expenses to be levied against Hey on account of any design defect, error, omission, or professional negligence to a sum not to exceed the amount of Hey's fee under this agreement. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, Hey's cost of obtaining such coverage, limits, or certificates shall be reimbursable by the Client.

Hey and Associates, Inc.

Exhibit A

Standard Terms and Conditions

Billing

Billings shall be on a monthly basis and are payable upon receipt. An additional charge of 1½ percent per month (18% per annum) shall be applied to any balance unpaid more than 30 days beyond date of invoice. Client shall pay any attorney's fees, court costs or other expenses incurred collecting delinquent accounts. All invoices paid by credit card will be charged an additional 3.5% processing fee.

Hey and Associates Inc. (Hey), with seven (7) days written notice, reserves the right to suspend or terminate work under this agreement on any account that is past due. The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, permit approval by governmental or regulatory agencies, or upon the Client's successful completion of the project. The rates presented herein are effective for the period January 1, 2025 through December 31, 2025.

Limitation of Costs

Hey will not be obligated to continue performance or incur costs beyond the estimated costs unless the Client agrees in writing to a revised cost estimate.

Client's Responsibilities

Client shall arrange for access to and make all provisions for Hey to enter upon private and public property as required for Hey to perform services under this Agreement. Client shall provide Hey with all existing available information regarding this project as required. Hey shall be entitled to rely upon information and documentation provided by the Client or consultants retained by the Client in relation to this project, however Hey assumes no responsibility or liability for their completeness or accuracy.

Cost Opinions

Any cost opinions or project economic evaluations provided by Hey will be on the basis of experience and judgment, but, because Hey has no control over market conditions or bidding procedures, we cannot warrant that bids, construction cost, or project economics will not vary from these opinions.

Standard of Care

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

Means & Methods

Hey will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the subject project(s).

Mutual Indemnification

Subject to the foregoing provisions, Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless Hey, its officers, directors, employees and agents from and against any liabilities, damages and costs (including reasonable attorneys' fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of Services under this Agreement, by the negligent acts, errors or omissions of the Contractor or anyone for whom the Contractor is legally responsible, subject to any limitations of liability contained in this Agreement. Hey agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Contractor, its officers, directors, employees and agents from any liabilities, damages and costs (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors or omissions of Hey, Hey's contractors, consultants or anyone for whom Hey is legally liable.

Copyright Indemnification

To the fullest extent permitted by law, Client shall indemnify and hold harmless Hey from and against any and all costs, losses and damages (including but not limited to all attorney fees and charges, all court or arbitration or other dispute resolution costs, and any time spent by Hey in defense of any such claims) resulting from any claims brought against Hey alleging copyright, trademark, or patent infringement or any other cause of action or regulatory decision resulting from Heys use of, or reliance on, the design, plans and specifications provided by the Client for the Project. This provision shall survive the completion of the services provided under this Agreement.

Consequential Damages

To the fullest extent permitted by law, Client and Hey waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

Termination

Either party may terminate this Agreement upon not less than seven (7) days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the terminating party. Hey may terminate this Agreement for its convenience and without cause by providing not less than seven (7) days written notice. If Client terminates this Agreement for its convenience and without cause, Client agrees to compensate Hey for services performed prior to the termination, together with Reimbursable Expenses incurred and costs attributable to termination, including the costs attributable to Hey's termination of consultant agreements and authorized Additional Services.

Dispute Resolution

Client and Hey agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. If such mediation is unsuccessful in resolving a Dispute, then such Dispute shall be resolved by a court of competent jurisdiction.



Attachment 1

Approx. Limits of detailed survey

TYPE:SUBMITTED BY:DEPARTMENT:DATE:ResolutionSean FlynnRecreation and CommunityApril 29, 2025

Events

DESCRIPTION:

Resolution Authorizing a Facility Use Agreement with Bo Jackson Elite Sports

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

CO N/A	MMITTEE ACTION:		DATE:	
X	Safe and Beautiful Village		Vibrant Major Corridors	
Х	Quality Customer Oriented Services		Major Business/Corporate Center	
Χ	Financially Sound Village	X	Enrich the lives of Residents	

BACKGROUND:

For the last three seasons, Bo Jackson Elite Sports contracted time at Liberty Field for their Sparks Baseball and Cheetahs Softball programs. This new three year deal ensures filed usage for both programs.

KEY ISSUES:

The Resolution presented approves a Facility Use Agreement with Bo Jackson Elite Sports. This would be a 3 year agreement and will cover any and all of their field times reserved at Liberty Field. In addition, Bo Jackson Elite Sports will also have the opportunity to purchase additional field time throughout the Spring, Summer and Fall Season.

ALTERNATIVES:

- The Resolution requires approval by the Village Board. Should the Board not approve the Resolution, Bo Jackson Elite Sports would not be entitled to use Redmond Park under the terms of the proposed Facility Usage License agreement with Bo Jackson Elite Sports.
- Recruit another tenant.
- Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the Resolution.

BUDGET IMPACT:

This Agreement will provide the Village revenue in the form of license fees and amusement tax. Total resulting revenues are projected to start at \$12,240.00 annually and increase by 3% every year thereafter. These revenues are reflected in the 2025 annual budget.

ACTION REQUIRED:

Approval of the Resolution Authorizing a Facility Use Agreement with Bo Jackson Elite Sports.

ATTACHMENTS:

DescriptionUpload DateTypeResolution3/31/2025Exhibit

RESOLUTION NO.

A RESOLUTION APPROVING A FACILITY RENTAL USE AGREEMENT WITH BO JACKSON ELITE SPORTS

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 park and field facilities commonly known as Redmond Recreational Complex, and Liberty Field (collectively the "FIELD"); and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to license field time and use of the FIELD for the purposes of generating revenue to fund the costs of maintenance, operation and management of the FIELD and

WHEREAS, and organization known as the Bo Jackson Elite Sports, an Illinois Corporation, has expressed a desire to enter into a Facility Usage Rental Agreement for the use of the FIELD in accordance with the terms and conditions as expressed in the subsequent Facility Usage Rental 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 Bo Jackson Elite Sports.

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, a purchase order for the Proposal 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 29th day of April, 2025.

	APPROVED:
ATTEST:	Frank DeSimone, Village President
Nancy Quinn, Village Clerk	
Ayes:	
Nays:	
Absent:	

FACILITY USAGE LICENSE

This Field and Facility Usage Non-Exclusive License (hereinafter "License") is made and entered into as of this 25th day of March, 2025, by and between the VILLAGE OF BENSENVILLE ("Licensor," "Village") and <u>Bo Jackson Elite Sports</u>, an Illinois Corporation, ("Licensee") (Licensee and Licensor collectively referred to as the "Parties") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-LIBERTY FIELD AT REDMOND RECREATIONAL COMPLEX ("Field").

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 the Redmond Redmond Recreational complex, located at 735 East Jefferson Street, Bensenville, Illinois.
- 3. Licensor intends to license use of Field facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Field.
- 4. Moreover, Licensor intends to license use of Field facilities as provided herein to 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 time and the Field 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 Field 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 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 Field 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 <u>April 1, 2025</u> and shall continue for a period of three (3) years (the "Term") until <u>October 31, 2028</u>. Thereafter, the License will automatically renew for successive twelve (12)-month periods, unless either Party provides written notice of termination. Such notice must be provided not less than one hundred twenty days (120) days before the expiration date of the initial term or the then current renewal term. The Licensee shall pay for time at the hourly rate that is in place at the time of any such renewal for the duration of the renewal term.

2. Usage.

a. **Field Time**. During the Term, Licensee shall purchase a minimum of 275 hours of Spring/Summer/Fall season Field time, defined as time between the first day in April and the last day of October, ("Minimum Annual Purchase Requirement") from Licensor pursuant to the schedule set forth in "Exhibit B," attached hereto. This Minimum Annual Purchase Requirement may be modified from time to time to accommodate scheduling, provided any modified schedule is reasonably consistent with Exhibit B in terms of percentage allocation of daily times and used to schedule Licensee's Field time.

3. Scope

- a. This License authorizes Licensee to use Liberty Field, spectator stands, public areas of the Field, 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 Field otherwise available to the general public.
- c. This License and the usages provided for herein applies only during the time set forth in "Exhibit B," or otherwise exchanged pursuant to paragraph 2(c), herein.
- d. This License applies only to Licensee and its employees, agents, members, invitees and spectators.
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Field, or any part thereof, to Licensee.

4. 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. FIELD TIME. For such right as set forth in section 2(a), the Licensee shall be invoiced based upon the following rates; \$90.00 per two hour slot for all Spring, Summer and Fall Field times for the first year of the term. Thereafter, the hourly rate shall increase by three percent (3%) per two hour slot for each subsequent year of the License. Any additional Field Rental hours purchased by Licensee over and above the shall be payable at the same rate.
- c. 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.
- d. 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.
- e. Upon Licensee's failure to pay any sums due hereunder, Licensor reserves the right to sell Licensee's remaining Field time, in whole or in part, upon notification and expiration of a seven (7)-day cure period. Nothwithstanding this right, Licensee shall remain liable for payment for any times that cannot be sold and for margins on any times sold at a reduced price.

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

g. Upon Licensee's failure to pay any sums due hereunder, Licensor also reserves the right to prohibit Licensee from taking the field, without notice, until any past due debts have been

satisified.

5. Taxes.

a. Licensee hereby agrees to pay any and all due and owing taxes, which may be assessed on Licensee's activities at the Field, within fifteen (15) business days of receipt of said notice of a tax obligation.

b. Specifically, Licensee shall collect, serve as agent and trustee for, and pay to the Licensor, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 et seq. In addition to the remedies provided for in Section 3-19-6, Licensor shall have the rememedies set forth in part II, paragraph 4, subparagraphs c., d., and e. of this License.

6. Reservation of Rights.

a. Licensor hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Field, including all facilities located therein, is hereby limited to the express terms of this License.

b. Licensor reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and/or spectators, for any reason, at Licensor'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 Field so as to comply with all Field rules and regulations.

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 Field, 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 Field in the same condition as received.
- e. Licensee shall be charged with repairing damage caused to the Field and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor.
- f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.
- g. The Licensee shall be responsible for providing umpires, referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.
- h. 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.

i. Licensee shall hire, compensate, and be responsible for the certification and screening of all of Licensee's coaches and other team staff. Licensee shall have the sole power, duty, and authority to hire and terminate such coaches.

8. Duties of Licensor.

- a. Licensor shall provide the ice rink, team 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."
- b. Licensor shall be responsible for advance preparation of the Field.
- c. 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. Licensor / Licensee Communications.

a) Licensor shall designate a duly authorized employee or officer to meet with a Licensee-designated committee once per month at a time to be determined by both parties. These meetings shall be for the purpose of addressing all issues relating to Licensee's use of the facilities and/or this License Agreement.

10. Assumption of Risk.

a) Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Field. These risks include, but are not limited to, to losses and the danger of being injured by balls, bats, training apparatus, nets, attendees and spectators or any other element incidental to the operation of the Field.

11. 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 Field 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 Field 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.

12. 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.

13. 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 Field.
- 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.

14. 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.

15. Field.

- a. Licensor reserves the right to close or evacuate the Field 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 Field is closed or evacuated. Payment schedules shall be adjusted or compensatory time shall be arranged, accordingly.

c. Licensor reserves ultimate control and dominion over all areas of the Field and reserves the right to inspect all facilities being used by Licensee to ensure Licensee in is full compliance with this License.

16. Miscellaneous.

- a. **Amendments**. No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensor.
- b. **Entire License**. This License, including all exhibits attached hereto, represents the entire understanding for the use of the Field between the parties. There are no other or additional agreements between the parties that modify the terms of this License.
- c. 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.
- d. **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.
- e. 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.
- f. 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.
- g. **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.

17. 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: Director of Recreation 735 E. Jefferson Bensenville, Illinois 60106 sflynn@@besnenville.il.us
 - ii. For Licensee:
 John Flanagan
 Bo Jackson Elite Sports
 1000 Commerce Court
 Bensenville, IL 60106
 jflanagan@bojacksonelitesports.com

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

VILLAGE OF BENSENVILLE	BO JACKSON ELITE SPORTS
By:	By: Au Hay
Village President	
	Its
Attest:	Attest:
Village Clerk	Secretary

EXHIBIT A

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

- I. Assumption of Risk. Softball is intended to challenge and engage the physical, mental and emotional resources of each participant. Despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury. All hazards and dangers cannot be foreseen. Certain risks include, but not limited to, collisions between players and stationary objects, inability to stop one's momentum and encountering off the field dangers/hazards, unnecessary roughness (elbowing, hip checks, undercutting other players in the air, tripping and shoving), slip and falls, attempting a maneuver be youd the player's skill level, poor officiating, improper personal protective equipment, slippery fields, inadequate or unsafe playing conditions, failure in supervision, unsportsmanlike conduct, dangerous/defective court conditions, and all other circumstance s inherent to sports of baseball and softball. In this regard, it is impossible for the "Village of Bensenville" to guarantee absolute safety. Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and Bo Jackson's Elite Sports Bensenville, an Illinois Corporation (" hereafter referred to as the "Licensee"). I further recognize and acknowledge that the risks involved in softball, or any activities related to softball, can be reduced by, among other things: taking softball lessons, abiding by the rules and regulations of the Field, and using common sense and care.
- II. Release and waiver of claims agreement. In consideration of allowing me to participate in softball, or any activities related to softball, at the Field, 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 Field. 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 softball 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

<u>Date</u>	<u>Day</u>	<u>Time</u>	Cost
Apr 1, 2025	Tuesday	06:00 PM - 10:00 PM	\$180.00
Apr 2, 2025	Wednesday	06:00 PM - 10:00 PM	\$180.00
Apr 3, 2025	Thursday	06:00 PM - 10:00 PM	\$180.00
Apr 8, 2025	Tuesday	06:00 PM - 10:00 PM	\$180.00
Apr 9, 2025	Wednesday	06:00 PM - 10:00 PM	\$180.00
Apr 10, 2025	Thursday	06:00 PM - 10:00 PM	\$180.00
Apr 15, 2025	Tuesday	06:00 PM - 10:00 PM	\$180.00
Apr 16, 2025	Wednesday	06:00 PM - 10:00 PM	\$180.00
Apr 17, 2025	Thursday	06:00 PM - 10:00 PM	\$180.00
Apr 19, 2025	Saturday	09:00 AM - 02:00 PM	\$180.00
Apr 22, 2025	Tuesday	06:00 PM - 10:00 PM	\$180.00
Apr 23, 2025	Wednesday	06:00 PM - 10:00 PM	\$180.00
Apr 24, 2025	Thursday	06:00 PM - 10:00 PM	\$180.00
Apr 29, 2025	Tuesday	06:00 PM - 10:00 PM	\$180.00
Apr 30, 2025	Wednesday	06:00 PM - 10:00 PM	\$180.00
May 1, 2025	Thursday	06:00 PM - 10:00 PM	\$180.00
May 6, 2025	Tuesday	06:00 PM - 10:00 PM	\$180.00
May 7, 2025	Wednesday	06:00 PM - 10:00 PM	\$180.00
May 8, 2025	Thursday	06:00 PM - 10:00 PM	\$180.00
May 10, 2025	Saturday	09:00 AM - 02:00 PM	\$180.00
May 13, 2025	Tuesday	06:00 PM - 10:00 PM	\$180.00
May 14, 2025	Wednesday	06:00 PM - 10:00 PM	\$180.00
May 15, 2025	Thursday	06:00 PM - 10:00 PM	\$180.00
May 20, 2025	Tuesday	06:00 PM - 10:00 PM	\$180.00
May 21, 2025	Wednesday	06:00 PM - 10:00 PM	\$180.00
May 22, 2025	Thursday	06:00 PM - 10:00 PM	\$180.00
May 27, 2025	Tuesday	06:00 PM - 10:00 PM	\$180.00
May 28, 2025	Wednesday	06:00 PM - 10:00 PM	\$180.00
May 29, 2025	Thursday	06:00 PM - 10:00 PM	\$180.00
Jun 3, 2025	Tuesday	06:00 PM - 10:00 PM	\$180.00
Jun 4, 2025	Wednesday	06:00 PM - 10:00 PM	\$180.00
Jun 5, 2025	Thursday	06:00 PM - 10:00 PM	\$180.00
Jun 10, 2025	Tuesday	06:00 PM - 10:00 PM	\$180.00
Jun 11, 2025	Wednesday	06:00 PM - 10:00 PM	\$180.00
Jun 12, 2025	Thursday	06:00 PM - 10:00 PM	\$180.00
Jun 17, 2025	Tuesday	06:00 PM - 10:00 PM	\$180.00
Jun 18, 2025	Wednesday	06:00 PM - 10:00 PM	\$180.00
Jun 19, 2025	Thursday	06:00 PM - 10:00 PM	\$180.00
Jun 24, 2025	Tuesday	06:00 PM - 10:00 PM	\$180.00
Jun 25, 2025	Wednesday	06:00 PM - 10:00 PM	\$180.00
Jun 26, 2025	Thursday	06:00 PM - 10:00 PM	\$180.00
Sep 2, 2025	Tuesday	06:00 PM - 10:00 PM	\$180.00

Sep 3, 2025	Wednesday	06:00 PM - 10:00 PM	\$180.00
Sep 4, 2025	Thursday	06:00 PM - 10:00 PM	\$180.00
Sep 9, 2025	Tuesday	06:00 PM - 10:00 PM	\$180.00
Sep 10, 2025	Wednesday	06:00 PM - 10:00 PM	\$180.00
Sep 11, 2025	Thursday	06:00 PM - 10:00 PM	\$180.00
Sep 16, 2025	Tuesday	06:00 PM - 10:00 PM	\$180.00
Sep 17, 2025	Wednesday	06:00 PM - 10:00 PM	\$180.00
Sep 18, 2025	Thursday	06:00 PM - 10:00 PM	\$180.00
Sep 23, 2025	Tuesday	06:00 PM - 10:00 PM	\$180.00
Sep 24, 2025	Wednesday	06:00 PM - 10:00 PM	\$180.00
Sep 25, 2025	Thursday	06:00 PM - 10:00 PM	\$180.00
Sep 30, 2025	Tuesday	06:00 PM - 10:00 PM	\$180.00
Oct 1, 2025	Wednesday	06:00 PM - 10:00 PM	\$180.00
Oct 2, 2025	Thursday	06:00 PM - 10:00 PM	\$180.00
Oct 7, 2025	Tuesday	06:00 PM - 10:00 PM	\$180.00
Oct 8, 2025	Wednesday	06:00 PM - 10:00 PM	\$180.00
Oct 9, 2025	Thursday	06:00 PM - 10:00 PM	\$180.00
Oct 14, 2025	Tuesday	06:00 PM - 10:00 PM	\$180.00
Oct 15, 2025	Wednesday	06:00 PM - 10:00 PM	\$180.00
Oct 16, 2025	Thursday	06:00 PM - 10:00 PM	\$180.00
Oct 21, 2025	Tuesday	06:00 PM - 10:00 PM	\$180.00
Oct 22, 2025	Wednesday	06:00 PM - 10:00 PM	\$180.00
Oct 23, 2025	Thursday	06:00 PM - 10:00 PM	\$180.00
Oct 28, 2025	Tuesday	06:00 PM - 10:00 PM	\$180.00
Oct 29, 2025	Wednesday	06:00 PM - 10:00 PM	\$180.00
Oct 30, 2025	Thursday	06:00 PM - 10:00 PM	\$180.00
		Total	\$12,240.00

TYPE:SUBMITTED BY:DEPARTMENT:DATE:ResolutionTodd FinnerRecreationApril 29, 2025

DESCRIPTION:

Resolution Authorizing a Facility Usage License Agreement with HHD - Randy Wolf.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

Χ	Financially Sound Village		Enrich the lives of Residents
Х	Quality Customer Oriented Services	Х	Major Business/Corporate Center
Х	Safe and Beautiful Village	Χ	Vibrant Major Corridors
L			

COMMITTEE ACTION:	DATE:
NA	NA

BACKGROUND:

HHD - Randy Wolf would like to return to the Edge this summer to host its daytime hockey schools. The hockey school begins on May 31st and runs until August 7th. HHD has hosted its summer program at the Edge now for several years and has been a significant boost to summer revenue since its arrival.

KEY ISSUES:

The Resolution presented approves a Facility Usage License Agreement with HHD. The agreement will cover any and all ice times reserved by HHD. HHD has been the top summertime revenue generator at the Edge for the past eight years and outperforms all in-house programming options. HHD was seeking proposals from facilities that could offer the best combination of the following criteria:

- 1. Priority programming.
- 2. Clean and modern facility.
- 3. Competitive pricing.
- 4. Central location.

This agreement provides revenues to the Village to help offset fixed operating costs during offpeak periods and represents a minimum commitment of 231 hours of ice time reserved throughout the summer season.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

Staff recommends approving the Resolution Authorizing a Facility Usage License Agreement with Hmura Hockey Development (HHD Hockey).

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 \$75,300 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 HHD - Randy Wolf.

ATTACHMENTS:

<u>Description</u> <u>Upload Date</u> <u>Type</u>

Resolution 4/9/2025 Resolution Letter Agreement 4/9/2025 Exhibit

RESOLUTION NO.

<u>A RESOLUTION APPROVING AN ICE ARENA FACILITY USAGE LICENSE</u> <u>AGREEMENT WITH HHD - Randy Wolf</u>

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, HHD Hockey 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 HHD – Randy Wolf.

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 29th day of April, 2025.

	APPROVED:
ATTEST:	Frank DeSimone, Village President
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 INFORMATIO	New transfer of the Section 1997		
Group Name: HHD – Ran Contact Person: Randy W Mobile Phone: 630-977-9 Land Line:	/olf 920 E-Mail: <u>offic</u>	ce@hhdhockey.co	Date: 1/15/2025
Address: 120 E. Ogden A			Apt./Unit:
City/State/Zip Code:	Hinsdale, II	_ 60521	
FACILITY INFORMATION			
Facility Rental ☐ Memorial Field ☐ Liberty Field ☐ Soccer/Football Field	□ Lap Pool □ Diving Pool	Pavilion Band Shell Sky Box	Fee: \$310.00 per hour plus 5% amusement tax for all hours,
□ West Gazebo		Climbing Wall	
☐ East Gazebo Date(s) Requesting: see p	☐ AHAI Office age 6	Time Start: see	page 6
			- Alabert
PAYMENT/METHOD Method: Cash	Check Invoice		Total:
Security Deposit:	Check Invoice		Total:
NO RESERVATION SPECIAL REQUEST/INS		DING UNTIL ALL	FEES HAVE BEEN PAID
Customer shall be invoiced of 2025	n May 15 th for all summer pro	ogram ice times. Pa	yment shall become due on June 1,
AGREEMENT OF RESPO	MCIDII ITV		
I agree to abide by any and a be responsible for the conduc agree to reimburse the Villag for any and all damage to th	all rules set by the Village of E et of my group, which has bee e of Bensenville in full for the e facility as assessed by the y. This includes, but it is not I	n granted the use of fee as agreed upon Village of Bensenvi imited to: defacing of	n this Agreement. I agree that I will the above-named facilities. I further for the use of this facility as well as lle through its agents or employees f property, buildings or structures, or
Signature:		Date:_	1/21/2025
OFFICE USE ONLY		12 4 15 15 15 15 15 15 15 15 15 15 15 15 15	
Funds Received By:	Agreement Agreemed Dev		Date
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 HHD 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 HHD 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		

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

<u>HHD – Randy Wolf</u> agrees to purchase all ice slots listed below at the rate specified on page one as well as any agreed upon ice times and rates added throughout the summer season.

<u>Day</u>	<u>Date</u>	Start	End	Rink
Saturday	5/31	8:00 AM	09:10 AM	Edge on Jefferson West
Saturday	5/31	9:20 AM	10:30 AM	Edge on Jefferson West
Saturday	5/31	10:40 AM	11:50 AM	Edge on Jefferson West
Saturday	5/31	12:00 PM	01:10 PM	Edge on Jefferson West
Saturday	5/31	1:20 PM	02:30 PM	Edge on Jefferson West
Saturday	5/31	2:40 PM	03:50 PM	Edge on Jefferson West
Sunday	6/1	8:00 AM	09:10 AM	Edge on Jefferson West
Sunday	6/1	9:20 AM	10:30 AM	Edge on Jefferson West
Sunday	6/1	10:40 AM	11:50 AM	Edge on Jefferson West
Sunday	6/1	12:00 PM	01:10 PM	Edge on Jefferson West
Sunday	6/1	1:20 PM	02:30 PM	Edge on Jefferson West
Sunday	6/1	2:40 PM	03:50 PM	Edge on Jefferson West
Monday	6/2	5:00 PM	06:00 PM	Edge on Jefferson East
Monday	6/2	6:10 PM	07:10 PM	Edge on Jefferson East
Monday	6/2	7:20 PM	08:20 PM	Edge on Jefferson East
Tuesday	6/3	5:00 PM	06:00 PM	Edge on Jefferson East
Tuesday	6/3	6:10 PM	07:10 PM	Edge on Jefferson East
Tuesday	6/3	7:20 PM	08:20 PM	Edge on Jefferson East
Wednesday	6/4	5:00 PM	06:00 PM	Edge on Jefferson East
Wednesday	6/4	6:10 PM	07:10 PM	Edge on Jefferson East
Wednesday	6/4	7:20 PM	08:20 PM	Edge on Jefferson East
Thursday	6/5	5:00 PM	06:00 PM	Edge on Jefferson East
Thursday	6/5	6:10 PM	07:10 PM	Edge on Jefferson East
Thursday	6/5	7:20 PM	08:20 PM	Edge on Jefferson East
Monday	6/9	8:00 AM	09:20 AM	Edge on Jefferson West
Monday	6/9	9:30 AM	10:50 AM	Edge on Jefferson West
Monday	6/9	11:00 AM	12:20 PM	Edge on Jefferson West
Monday	6/9	12:30 PM	01:50 PM	Edge on Jefferson West
Tuesday	6/10	8:00 AM	09:20 AM	Edge on Jefferson West
Tuesday	6/10	9:30 AM	10:50 AM	Edge on Jefferson West
Tuesday	6/10	11:00 AM	12:20 PM	Edge on Jefferson West
Tuesday	6/10	12:30 PM	01:50 PM	Edge on Jefferson West
Tuesday	6/10	2:00 PM	03:20 PM	Edge on Jefferson West
Tuesday	6/10	3:30 PM	04:50 PM	Edge on Jefferson West
Wednesday	6/11	8:00 AM	09:20 AM	Edge on Jefferson West
Wednesday	6/11	9:30 AM	10:50 AM	Edge on Jefferson West
Wednesday	6/11	11:00 AM	12:20 PM	Edge on Jefferson West

Wednesday	6/11	12:30 PM	01:50 PM	Edge on Jefferson West
Thursday	6/12	8:00 AM	09:20 AM	Edge on Jefferson West
Thursday	6/12	9:30 AM	10:50 AM	Edge on Jefferson West
Thursday	6/12	11:00 AM	12:20 PM	Edge on Jefferson West
Thursday	6/12	12:30 PM	01:50 PM	Edge on Jefferson West
Thursday	6/12	2:00 PM	03:20 PM	Edge on Jefferson West
Thursday	6/12	3:30 PM	04:50 PM	Edge on Jefferson West
Monday	6/23	8:00 AM	09:20 AM	Edge on Jefferson West
Monday	6/23	9:30 AM	10:50 AM	Edge on Jefferson West
Monday	6/23	11:00 AM	12:20 PM	Edge on Jefferson West
Monday	6/23	12:30 PM	01:50 PM	Edge on Jefferson West
Tuesday	6/24	8:00 AM	09:20 AM	Edge on Jefferson West
Tuesday	6/24	9:30 AM	10:50 AM	Edge on Jefferson West
Tuesday	6/24	11:00 AM	12:20 PM	Edge on Jefferson West
Tuesday	6/24	12:30 PM	01:50 PM	Edge on Jefferson West
Tuesday	6/24	2:00 PM	03:20 PM	Edge on Jefferson West
Tuesday	6/24	3:30 PM	04:50 PM	Edge on Jefferson West
Wednesday	6/25	8:00 AM	09:20 AM	Edge on Jefferson West
Wednesday	6/25	9:30 AM	10:50 AM	Edge on Jefferson West
Wednesday	6/25	11:00 AM	12:20 PM	Edge on Jefferson West
Wednesday	6/25	12:30 PM	01:50 PM	Edge on Jefferson West
Thursday	6/26	8:00 AM	09:20 AM	Edge on Jefferson West
Thursday	6/26	9:30 AM	10:50 AM	Edge on Jefferson West
Thursday	6/26	11:00 AM	12:20 PM	Edge on Jefferson West
Thursday	6/26	12:30 PM	01:50 PM	Edge on Jefferson West
Thursday	6/26	2:00 PM	03:20 PM	Edge on Jefferson West
Thursday	6/26	3:30 PM	04:50 PM	Edge on Jefferson West
Monday	6/30	8:00 AM	09:20 AM	Edge on Jefferson West
Monday	6/30	9:30 AM	10:50 AM	Edge on Jefferson West
Monday	6/30	11:00 AM	12:20 PM	Edge on Jefferson West
Monday	6/30	12:30 PM	01:50 PM	Edge on Jefferson West
Tuesday	7/1	8:00 AM	09:20 AM	Edge on Jefferson West
Tuesday	7/1	9:30 AM	10:50 AM	Edge on Jefferson West
Tuesday	7/1	11:00 AM	12:20 PM	Edge on Jefferson West
Tuesday	7/1	12:30 PM	01:50 PM	Edge on Jefferson West
Tuesday	7/1	2:00 PM	03:20 PM	Edge on Jefferson West
Tuesday	7/1	3:30 PM	04:50 PM	Edge on Jefferson West
Wednesday	7/2	8:00 AM	09:20 AM	Edge on Jefferson West
Wednesday	7/2	9:30 AM	10:50 AM	Edge on Jefferson West
Wednesday	7/2	11:00 AM	12:20 PM	Edge on Jefferson West
Wednesday	7/2	12:30 PM	01:50 PM	Edge on Jefferson West
Monday	7/7	8:00 AM	09:20 AM	Edge on Jefferson West
Monday	7/7	9:30 AM	10:50 AM	Edge on Jefferson West

Monday	7/7	11:00 AM	12:20 PM	Edge on Jefferson West
Monday	7/7	12:30 PM	01:50 PM	Edge on Jefferson West
Tuesday	7/8	8:00 AM	09:20 AM	Edge on Jefferson West
Tuesday	7/8	9:30 AM	10:50 AM	Edge on Jefferson West
Tuesday	7/8	11:00 AM	12:20 PM	Edge on Jefferson West
Tuesday	7/8	12:30 PM	01:50 PM	Edge on Jefferson West
Tuesday	7/8	2:00 PM	03:20 PM	Edge on Jefferson West
Tuesday	7/8	3:30 PM	04:50 PM	Edge on Jefferson West
Wednesday	7/9	8:00 AM	09:20 AM	Edge on Jefferson West
Wednesday	7/9	9:30 AM	10:50 AM	Edge on Jefferson West
Wednesday	7/9	11:00 AM	12:20 PM	Edge on Jefferson West
Wednesday	7/9	12:30 PM	01:50 PM	Edge on Jefferson West
Thursday	7/10	8:00 AM	09:20 AM	Edge on Jefferson West
Thursday	7/10	9:30 AM	10:50 AM	Edge on Jefferson West
Thursday	7/10	11:00 AM	12:20 PM	Edge on Jefferson West
Thursday	7/10	12:30 PM	01:50 PM	Edge on Jefferson West
Thursday	7/10	2:00 PM	03:20 PM	Edge on Jefferson West
Thursday	7/10	3:30 PM	04:50 PM	Edge on Jefferson West
Monday	7/14	8:00 AM	09:20 AM	Edge on Jefferson West
Monday	7/14	9:30 AM	10:50 AM	Edge on Jefferson West
Monday	7/14	11:00 AM	12:20 PM	Edge on Jefferson West
Monday	7/14	12:30 PM	01:50 PM	Edge on Jefferson West
Tuesday	7/15	8:00 AM	09:20 AM	Edge on Jefferson West
Tuesday	7/15	9:30 AM	10:50 AM	Edge on Jefferson West
Tuesday	7/15	11:00 AM	12:20 PM	Edge on Jefferson West
Tuesday	7/15	12:30 PM	01:50 PM	Edge on Jefferson West
Tuesday	7/15	2:00 PM	03:20 PM	Edge on Jefferson West
Tuesday	7/15	3:30 PM	04:50 PM	Edge on Jefferson West
Wednesday	7/16	8:00 AM	09:20 AM	Edge on Jefferson West
Wednesday	7/16	9:30 AM	10:50 AM	Edge on Jefferson West
Wednesday	7/16	11:00 AM	12:20 PM	Edge on Jefferson West
Wednesday	7/16	12:30 PM	01:50 PM	Edge on Jefferson West
Thursday	7/17	8:00 AM	09:20 AM	Edge on Jefferson West
Thursday	7/17	9:30 AM	10:50 AM	Edge on Jefferson West
Thursday	7/17	11:00 AM	12:20 PM	Edge on Jefferson West
Thursday	7/17	12:30 PM	01:50 PM	Edge on Jefferson West
Thursday	7/17	2:00 PM	03:20 PM	Edge on Jefferson West
Thursday	7/17	3:30 PM	04:50 PM	Edge on Jefferson West
Monday	7/21	8:00 AM	09:20 AM	Edge on Jefferson West
Monday	7/21	9:30 AM	10:50 AM	Edge on Jefferson West
Monday	7/21	11:00 AM	12:20 PM	Edge on Jefferson West
Monday	7/21	12:30 PM	01:50 PM	Edge on Jefferson West
Tuesday	7/22	8:00 AM	09:20 AM	Edge on Jefferson West

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1122	9:30 AM	10:50 AM	Edge on Jefferson West
7/22	11:00 AM	12:20 PM	Edge on Jefferson West
7/22	12:30 PM	01:50 PM	Edge on Jefferson West
7/22	2:00 PM	03:20 PM	Edge on Jefferson West
7/22	3:30 PM	04:50 PM	Edge on Jefferson West
7/23	8:00 AM	09:20 AM	Edge on Jefferson West
7/23	9:30 AM	10:50 AM	Edge on Jefferson West
7/23	11:00 AM	12:20 PM	Edge on Jefferson West
7/23	12:30 PM	01:50 PM	Edge on Jefferson West
7/24	8:00 AM	09:20 AM	Edge on Jefferson West
7/24	9:30 AM	10:50 AM	Edge on Jefferson West
7/24	11:00 AM	12:20 PM	Edge on Jefferson West
7/24	12:30 PM	01:50 PM	Edge on Jefferson West
7/24	2:00 PM	03:20 PM	Edge on Jefferson West
7/24	3:30 PM	04:50 PM	Edge on Jefferson West
7/28	8:00 AM	09:20 AM	Edge on Jefferson West
7/28	9:30 AM	10:50 AM	Edge on Jefferson West
7/28	11:00 AM	12:20 PM	Edge on Jefferson West
7/28	12:30 PM	01:50 PM	Edge on Jefferson West
7/29	8:00 AM	09:20 AM	Edge on Jefferson West
7/29	9:30 AM	10:50 AM	Edge on Jefferson West
7/29	11:00 AM	12:20 PM	Edge on Jefferson West
7/29	12:30 PM	01:50 PM	Edge on Jefferson West
7/29	2:00 PM	03:20 PM	Edge on Jefferson West
7/29	3:30 PM	04:50 PM	Edge on Jefferson West
7/30	8:00 AM	09:20 AM	Edge on Jefferson West
7/30	9:30 AM	10:50 AM	Edge on Jefferson West
7/30	11:00 AM	12:20 PM	Edge on Jefferson West
7/30	12:30 PM	01:50 PM	Edge on Jefferson West
7/31	8:00 AM	09:20 AM	Edge on Jefferson West
7/31	9:30 AM	10:50 AM	Edge on Jefferson West
7/31	11:00 AM	12:20 PM	Edge on Jefferson West
7/31	12:30 PM	01:50 PM	Edge on Jefferson West
7/31	2:00 PM	03:20 PM	Edge on Jefferson West
7/31	3:30 PM	04:50 PM	Edge on Jefferson West
	8:00 AM	09:20 AM	Edge on Jefferson West
8/4	9:30 AM	10:50 AM	Edge on Jefferson West
8/4	11:00 AM	12:20 PM	Edge on Jefferson West
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Tuesday	8/5	2:00 PM	03:20 PM	Edge on Jefferson West
Tuesday	8/5	3:30 PM	04:50 PM	Edge on Jefferson West
Wednesday	8/6	8:00 AM	09:20 AM	Edge on Jefferson West
Wednesday	8/6	9:30 AM	10:50 AM	Edge on Jefferson West
Wednesday	8/6	11:00 AM	12:20 PM	Edge on Jefferson West
Wednesday	8/6	12:30 PM	01:50 PM	Edge on Jefferson West
Thursday	8/7	8:00 AM	09:20 AM	Edge on Jefferson West
Thursday	8/7	9:30 AM	10:50 AM	Edge on Jefferson West
Thursday	8/7	11:00 AM	12:20 PM	Edge on Jefferson West
Thursday	8/7	12:30 PM	01:50 PM	Edge on Jefferson West
Thursday	8/7	2:00 PM	03:20 PM	Edge on Jefferson West
Thursday	8/7	3:30 PM	04:50 PM	Edge on Jefferson West

TYPE: SUBMITTED BY: DEPARTMENT: DATE:
Resolution Todd Finner Recreation April 29, 2025

DESCRIPTION:

Resolution Authorizing the Execution of an Ice Arena and Facility Usage Agreement with the North Stars High School Hockey Club

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
N/A	N/A

BACKGROUND:

The Village owns and operates ice rink facilities commonly known as the Edge on John Street and the Edge on Jefferson Street. It is necessary to solicit customers to these facilities to fund the cost of maintenance, operation and management. A group known as the North Stars High School Hockey Club has expressed a desire to enter into an agreement for use of these facilities for the upcoming 2025-26 hockey season and potentially beyond. North Stars High School hockey consists of student athletes from Guerin, Riverside-Brookfield, Immaculate Conception Catholic Prep, Nazareth Academy, St. Laurence, St. Patrick and Proviso Math and Science Academy.

KEY ISSUES:

With increasing accessibility to the Edge, the Village and North Stars Hockey Club are optimistic that this location will be an ideal long term fit for the combined High School Hockey Program.

ALTERNATIVES:

- The Resolution requires approval by the Village Board. Should the Board not approve the Resolution, the North Stars Hockey Club would not be entitled to use the Arenas under the terms and conditions proposed in the attached Ice Arena and Facility Usage License Agreement.
- Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the Resolution Authorizing the Execution of an Ice Arena and Facility Usage Agreement with the North Stars High School Hockey Club.

BUDGET IMPACT:

This agreement will provide revenue in the form of hourly license fees and amusement tax. Total resulting revenues are projected to be approximately \$100,000.00.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of an Ice Arena and Facility Usage Agreement with the North Stars High School Hockey Club.

ATTACHMENTS:

<u>Description</u> <u>Upload Date</u> <u>Type</u>

Resolution 4/23/2025 Resolution Letter

Agreement 4/23/2025 Exhibit

RESOLUTION NO.

A RESOLUTION APPROVING AN ICE ARENA FACILITY USAGE LICENSE AGREEMENT WITH THE NORTH STARS HIGH SCHOOL HOCKEY CLUB

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, HHD Hockey 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 THE NORTH STARS HIGH SCHOOL HOCKEY CLUB.

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 29th day of April, 2025.

	APPROVED:
ATTEST:	Frank DeSimone, Village President
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 29th day of April, 2025, by and between the VILLAGE OF BENSENVILLE ("Licensor," "Village") and The North Stars Hockey Club ("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 The North Stars Hockey Club (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.

a. The Term of this License shall commence on <u>August 14, 2025</u> and shall continue for a period of one (1) year (the "Term") until <u>August 13, 2026</u>. Thereafter, the License will automatically renew for successive twelve (12)-month periods, unless either Party provides written notice of termination. Such notice must be provided not less than one hundred twenty (120) days before the expiration date of the initial term or the then current renewal term. Upon renewal, the Licensee shall pay for ice time at the hourly rate that is in place at the time of any such renewal plus 3% per year for the duration of the renewal term.

2. Usage.

- a. **Ice Time**. During the Term, Licensee shall purchase from Licensor pursuant to the schedule set forth in "Exhibit C," attached hereto.
- b. Exchange of Ice Time. Licensee may exchange the ice time specifically listed in "Exhibit C" for other available of unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensor, at Licensor's sole discretion. All exchanges must be approved verbally, or in writing, by the Director of Recreation and Community Programming or designee, forty-eight (48) hours prior to the earlier of ice times.
- c. **Preempted Ice.** Licensor reserves the right, within not less than fourteen (14) days prior to scheduled ice time, and upon verbal or written notice, to preempt Licensee's use of the Arena.

3. Scope

- a. This License authorizes Licensee to use the ice surface, locker rooms, spectator stands, public areas of the Arena, and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License 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 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.
- b. The invoiced amount shall be based upon the following hourly rate of five hundred fifteen dollars and zero cents (\$530.45) per hour and two hundred eighty five dollars and zero cents (\$285.00) for all ice times that start prior to 7:00 am.
- 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, Licensor reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a

- seven (7)-day cure period. However, Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.
- f. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licensor hereby reserves the right to cancel any future commitments made by Licensor to Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessor's sole option.

5. Taxes.

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

6. Reservation of Rights.

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

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 Licensor the replacement costs itemized in Exhibit "B" for the damages listed there caused by it or its employees, agents, members, invitees and spectators.
- b. Licensee shall provide for qualified and trained adult supervision (exclusive of hockey directors and coaches) at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee by trained and qualified personnel.
- d. Licensee shall maintain the Arena in the same condition as received.
- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor.
- f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.

- g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.
- h. Licensee'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.
- 1. 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.

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. In the event of a pandemic, Licensee shall be excused from performance of such obligations until such a time that the Amateur Hockey Association of Illinois indicates that youth hockey players may resume participation in indoor ice hockey.

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 in is 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 firstclass U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail as follows:
 - i. For Licensor:

Village of Bensenville

Attn: Evan Summers, Village Manager

12 S. Center Street

Bensenville, Illinois 60106

esummers@bensenville.il.us

and

Joseph Montana

Montana & Welch, LLC

192 North York Road

Elmhurst, IL 60126

imontana@montanawelch.com

(630) 501 – 0624 Elmhurst

(630) 607 - 0694Fax

ii. For Licensee:

The North Stars Hockey Club

1209 Ogden Avenue

LaGrange Park, IL 60526

kstojetz@hotmail.com

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

VILLAGE OF BENSENVILLE	NORTH STARS HOCKEY CLUB
By: Daniel Schulze, Village Manager	By: Jamie Liszka
	Its
Attest: Corey Williamsen, Deputy Village Clerk	Attest:Secretary

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

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

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

EXHIBIT B

LOCKER ROOM AND ARENA RULES AND REGULATIONS

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

Edge Ice Arenas Rules

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

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

Date		Team and Assoc	iation	
Rink (Circle One)	John Street	Jefferson East	Jefferson West	Locker Room #
Time of day key is chec	cked out			
Responsible party print	ed name			
NOTE EXISTING DA	MAGE			
locker room. I understa and after all players hav upon inspection.	and the locker room we completed use of	m will be inspected to the locker room.	by an Edge Ice Are The room must be o	occur during the above teams' usage of thin a employee and myself before occupancy clean and free from any acts of vandalism
Witness (Edge Staff)_				
After use inspection (ci	rcle one)	Acceptable	Not Acc	eptable**
**Reason for non-acce	ptance			
Employee name that in	spected locker roo	om and received key		
Time of day key return	ed			

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

Price List for Damages

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

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

EXHIBIT C

ICE TIME SCHEDULE

A. Regular Ice Slots

In each annual operating year, Licensee shall be responsible for purchasing certain specified ice slots from Licensor as listed below, from the day after Labor Day through and including February 19, specifically excluding Thanksgiving Day and the three days following such day, December 24 – January 1.

Monday

7:25 – 8:55 pm John Street

Tuesday

7:20 - 8:30 pm John Street

8:40 - 9:50 pm John Street

Wednesday

6:40 - 7:50 pm John Street

Thursday

7:20 - 8:20 pm John Street

Sunday

6:10 - 7:40 pm John Street

B. Spring Ice Slots

In each annual operating year, from the period beginning April 1st through and including May 31st, specifically excluding Easter Sunday, Licensee hereby agrees to committ to Licensor, any and all ice time associated with the North Stars High School Club shall be restricted to the Edge Ice Arenas. If Licensee desires to use ice time at facilities other than the Edge Ice Arenas, a written request must be made and approved by the facility manager of the Licensor. Exact times during the spring season will be determined based on availability and no later than February 15th of each annual operating year.

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 deposit and drink are not allowed in any of the facilities. Please place a check mark in the box of the facility required.

		Please check if
Rental Facility	Cost	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.	\$100/suite	
Maximum occupancy is 10 people per suite.		
Food/Beverage		
The Edge Ice Arenas has leased out exclusive licensing rights for all food and vending	Yes	
privileges. Please do not bring in food from outside sources. Please indicate	No	
YES or NO if you will be requiring food and beverage services while at the Edge.		
Vendor Space		
Each vendor space will include one table and two chairs.	\$100/upper level space	
There are two vendors spaces available on lower level and	\$150/lower level space	
numerous spaces available on the 2nd level mezzanine.		
Internet Needs		
Please specify all internet requirements.		
Electrical Requirements		1
Please specify all electrical requirements.	=	
Microphone		1
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)

