



VILLAGE OF BENSENVILLE

Village Board

President

Frank Soto

Trustees

John Adamowski

Morris Bartlett

Patricia A. Johnson

Martin O'Connell

Oronzo Peconio

Henry Wesseler

Village Clerk

JoEllen Ridder

Village Manager

Michael Cassidy

Village of Bensenville, Illinois

BOARD OF TRUSTEES

MEETING AGENDA

6:30 P.M. Tuesday, March 22, 2011

Bensenville Village Hall, 12 S. Center Street, Bensenville IL 60106

- 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. PRESENTATION TO MR. JAMES STELTER, SUPERINTENDENT OF DISTRICT 2, FROM BENSENVILLE'S OWN SOCCER LEAGUE
- VI. INTRODUCTION OF NEW POLICE OFFICER – AARON A. RUIZ
- VII. APPROVAL OF MINUTES
March 8, 2011 – Board of Trustees
- VI. WARRANT – March 22, 2011 - \$2,146,322.69
- VIII. CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
 - A. *Resolution Authorizing the Payment for the Annual Northeast DuPage Youth and Family Services Contribution for Amended Fiscal Year 2011*
 - B. *Resolution Authorizing a Contract with SMG Security Systems, Inc.*
 - C. *Resolution Authorizing the Execution of Agreement with Third Millennium Associates, Inc. for Vehicle Sticker Application Production*
 - D. *Resolution Authorizing the Village of Bensenville to Enter into Certain Customer Service Agreements with United Communications Systems, Inc., D.B.A. CallOne, for Telecommunications Services*
 - E. *Resolution Approving Proposal from CCSi Communications for Version 16 Update to Tadiran Telephone System*
 - F. *Resolution Abating the Taxes for the Years 2010 through 2019 for the Series 2000, \$1,160,000 – General Obligation (Alternate Revenue Source) Bonds Issued September 2000*
 - G. *Resolution Approving Wastewater Design Engineering Short List*

- H. Resolution Approving Residential Engineering Short List*
- I. Resolution Authorizing the Execution of a Purchase Order and Contract for Engineering Design Services for Northern Industrial Park SSA Project to Civiltech Engineering, Inc.*
- J. Resolution Authorizing the Execution of a Purchase Order and Contract for Engineering Design Services for Volk Brothers Subdivision Phase II Project to James J. Benes and Associates*
- K. Resolution Authorizing a Contract to Lindahl Brothers, Inc. for Sand & Stone Delivery and Debris Hauling*
- L. Resolution Authorizing an Application for a Community Development Block Grant for the Disaster Recovery “IKE” Program*
- M. Ordinance Authorizing a Conditional Use Permit for 1081 Entry Drive*

VIII. REPORTS OF STANDING COMMITTEES

- A. Community and Economic Development Committee
 - 1. Ordinance Authorizing a Conditional Use Permit and Variances for 1160 – 1200 North Ellis*
- B. Infrastructure and Environment Committee – No Report
- C. Administration, Finance and Legislation Committee
 - 1. Ordinance Amending Title 5, Chapter 4, Section 5, of The Bensenville Village Code to Provide for Reduced Motor Passenger Vehicle License Fees for Military Personnel on Active Duty, Disabled Veterans, and Disable Persons on the Illinois “Circuit Breaker” Program*
 - 2. Ordinance Amending Title 3, Chapter 3, Section 13, of The Bensenville Village Code to Permit the Retail Sale, Giving Away, and Consumption of Alcoholic Liquor on Class E-1 and E-2 Licensed Premises Beginning at Nine O’Clock (9:00) A.M. on Sundays*
- D. Public Safety Committee
 - 1. Ordinance Amendment Streamlining the Fine Payment Schedule for the Administrative Hearing Process*
 - 2. Resolution Approving Intergovernmental Agreement for Police Department Dispatch Services Between The Village of Bensenville and The Village of Addison*

IX. INFORMATION ITEMS

- 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

Please Note - The Village of Bensenville is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of this meeting or the facilities, are requested to contact Village Hall (630-766-8200) at least 3 days prior to the meeting to allow the Village of Bensenville to make reasonable accommodations for those persons.



Village of Bensenville Police Department

100 N. Church Road
Bensenville, IL. 60106
Ph (630) 350-3455 Fax (630) 350-0855

Memorandum 2011-6

Date: 3-10-11
To: All Police Personnel
From: Frank Kosman, Chief of Police
Subject: Hiring of Aaron A. Ruiz

I am pleased to announce that Aaron Ruiz will be joining our police department as a probationary police officer at 0700 hours on March 14, 2011. He will report to Deputy Chief John Lustro to begin his orientation at that time. His badge number will be 511.

Aaron Ruiz received a Bachelor's degree in Criminal Justice from Loyola University. He is a River Grove resident. His previous jobs include working as a security officer at the Great Lakes Naval Base and as a police officer with the City of Chicago Aviation Police at O'Hare. As he already completed basic police training and is a certified police officer in the State of Illinois, he will start immediately in our field training program.

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 8, 2011

- CALL TO ORDER:** 1. President Soto called the meeting to order at 6:35 p.m.
- ROLL CALL:** 2. Upon roll call by Village Clerk, JoEllen Ridder, the following Board Members were present:
- Adamowski, Bartlett, Johnson, Peconio, Wesseler
- Absent: O'Connell
- A quorum was present.
- PUBLIC COMMENT:** There was no public comment.
- APPROVAL OF MINUTES:** 3. The February 22, 2011 Village Board Meeting Minutes were presented.
- Motion:** Trustee Johnson made a motion to approve the minutes as presented. Trustee Bartlett seconded the motion.
- All were in favor.
- Motion carried.
- WARRANT NO. 11/05:** 4. President Soto presented **Warrant No. 11/05** in the amount of \$670,817.67.
- Motion:** Trustee Peconio made a motion to approve the warrant as presented. Trustee Bartlett seconded the motion.
- ROLL CALL:** AYES: Adamowski, Bartlett, Johnson, Peconio, Wesseler
- NAYS: None
- All were in favor. Motion carried.

**Resolution No.
R-23-2011:**

5. President Soto gave the summarization of the action contemplated in **Resolution No. R-23-2011** entitled **A Resolution Approving and Authorization of an Intergovernmental Agreement Between The Village of Bensenville and Elmhurst Community Unit School District No. 205 in Regard to The Extension of The Village of Bensenville's Grand Avenue Tax Increment Financing District. (TIF #4)**

Motion: Trustee Johnson made a motion to approve the resolution as presented. Trustee Bartlett seconded the motion.

ROLL CALL:

AYES: Adamowski, Bartlett, Johnson, Peconio, Wesseler

NAYS: None

All were in favor.

Motion carried.

**Ordinance No.
20-2011:**

6. President Soto gave the summarization of the action contemplated in **Ordinance No. 20-2011** entitled **An Ordinance Approving Certain Technical Changes to The Proposed Redevelopment Project and Plan Document for The Village of Bensenville North Industrial District Tax Increment Financing District Pursuant to 65 ILCS 05/11-74.4-5(a).**

Motion: Trustee Johnson made a motion to approve the resolution as presented. Trustee Bartlett seconded the motion.

ROLL CALL:

AYES: Adamowski, Bartlett, Johnson, Peconio, Wesseler

NAYS: None

All were in favor.

Motion carried.

**Ordinance No.
21-2011:**

7. President Soto gave the summarization of the action contemplated in **Ordinance No. 21-2011** entitled **An Ordinance Establishing Village of Bensenville Special Service Area Number 9.**

Motion: Trustee Wessler made a motion to approve the resolution as presented. Trustee Bartlett seconded the motion.

ROLL CALL:

AYES: Adamowski, Bartlett, Johnson, Peconio, Wessler

NAYS: None

All were in favor.

Motion carried.

**Resolution No.
R-24-2011:**

8. President Soto gave the summarization of the action contemplated in **Resolution No. R-24-2011** entitled **A Resolution Retroactively Authorizing the Execution of a Purchase Order for Emergency Sidewalk Plowing Services Associated with the 2011 Blizzard for DiNatale Construction.**

Motion: Trustee Bartlett made a motion to approve the resolution as presented. Trustee Johnson seconded the motion.

ROLL CALL:

AYES: Adamowski, Bartlett, Johnson, Peconio, Wessler

NAYS: None

All were in favor.

Motion carried.

**PRESIDENT'S
REMARKS:**

President Soto gave an update on Trustee O'Connell's health who is currently in the hospital and wished him a speedy recovery.

**MANAGERS
REPORT:**

Village Manager, Michael Cassady, had no report.

**VILLAGE ATTORNEY
REPORT:**

Motion: Trustee Bartlett made a motion to authorize the Village Manager and Village Attorney to settle a workers compensation claim in accordance with the perimeters of Illinois Industrial Commission. Trustee Peconio seconded the motion.

ROLL CALL: AYES: Adamowski, Bartlett, Johnson, Peconio, Wesseler

NAYS: None

All were in favor.

Motion carried.

NEW BUSINESS: Trustee Peconio thanked Village Staff for their fast attention in assisting a business owner with a flooding issue.

Trustee Wesseler addressed a Residents concerns with Dial-A-Bus availability. Staff was directed to gather information for a future report.

ADJOURNMENT: Trustee Peconio made a motion to adjourn the meeting. Trustee Bartlett seconded the motion

All were in favor.

Motion carried.

President Soto adjourned the meeting at 7:12 p.m.

JoEllen Ridder
Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, March 2011

TYPE: Resolution **SUBMITTED BY:** Chief Frank Kosman **DATE:** 3-16-2011

DESCRIPTION: Resolution to pay the Annual Northeast DuPage Youth and Family Services (NEDYFS) Contribution

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: 5-0

DATE: 3-15-2011

BACKGROUND

The Village, through its police department, has been a member of this intergovernmental social service agency for the last 29 years. The other current members are Addison and Itasca.

KEY ISSUES:

The social service agency provides 24-hour crisis intervention services. By sharing the cost, the member municipalities are able to provide this beneficial service more efficiently. The social service agency receives a state grant to administer the crisis intervention for runaway and "at risk" youths and to counsel the "at risk" adolescents with mental health issues. In addition to crisis intervention, the social service agency provides counseling services at no cost to needy Bensenville families that the police department refers for counseling. This provides the opportunity for families that may otherwise not have access to such services. Another direct benefit to the Village is that NEDYFS provides Employee Assistance Program services to Village employees at no additional cost.

During 2010, the agency provided 2,546 service hours of crisis intervention, consulting, and referrals for Bensenville residents. This does not include the counseling normally performed at the teen center in the context of after school programs. I have attached a copy of their 2010 Annual report for your review.

ALTERNATIVES:

1. Approve a Resolution to Pay the Annual Contribution.
2. Discretion of the Board.

RECOMMENDATION:

The staff recommendation is to approve the resolution. The hourly cost for the 2, 546 service hours based on the Village's contribution in 2010 was only \$7.32 per hour.

BUDGET IMPACT:

The amount is the same as last year and within the amount approved in the FY2011 budget.

ACTION REQUIRED:

Pass a resolution authorizing the Village Manager to execute a purchase order to pay the annual contribution.

Resolution No. R-

Authorizing the Payment for the Annual Northeast DuPage Youth and Family
Services Contribution for Amended Fiscal Year 2011

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

That the Village Manager is authorized to execute a purchase order for the
contribution to the Northeast DuPage Youth and Family Services in the not to
exceed amount of \$18,625.

PASSED AND APPROVED by the President and Board of Trustees of the
Village of Bensenville, Illinois, this _____ day of March, 2011.

APPROVED:

Frank Soto
Village President

ATTEST

JoEllen Ridder
Deputy Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

**Northeast DuPage Family and Youth Services
(NEDFYS)**

- I. About Us**
- II. History**
- III. Philosophy**
- IV. Agency Structure**
- V. Current Staff**
- VI. Collaborative Relationships**
- VII. Funding**
- VIII. Community Utilization**
- IX. Contact Information**

Northeast DuPage Family and Youth Services (NEDFYS)

I. About Us

Northeast DuPage Family and Youth Services (NEDFYS) is a community-based social services agency located within the Addison Police Department. NEDFYS serves residents of the villages of Addison, Bensenville and Itasca. All services are available at no cost to any individual residing within the participating communities.

NEDFYS offers the following services:

- **Crisis Intervention** through the Police Departments: (24 hour on-call service to assist police with social service emergencies.)
- **Counseling:** Individual, family and marital counseling is provided under the supervision of a Licensed Clinical Professional Counselor.
- **Referrals:** NEDFYS assists individuals to access other social service agencies as needed (food pantries, senior services, legal services, PADs, etc.)
- **Financial Assistance:** NEDFYS offers limited financial assistance for housing, utilities and food. (This service is currently available to Addison residents only.)
- **Employee Assistance:** Any employee of the participating villages is eligible to receive counseling regardless of his/her residency.
- **Training and Technical Assistance:** NEDFYS provides training and technical assistance to police departments, community members and counseling interns on social service issues.

Northeast DuPage Family and Youth Services (NEDFYS)

II. History

NEDFYS was originally organized in 1976 as a result of an intergovernmental agreement between the communities of Bensenville, Wood Dale, Addison and Itasca as well as the Township of Addison. Begun as an employee assistance program, the social services were quickly expanded to offer services to all residents of Addison Township. At that time the agency was called Addison Township Family and Youth Services. The agency was originally staffed by Mr. Marty Nash, a full-time employee of the Village of Addison.

In April 1984, NEDFYS became a founding member of the DuPage Youth Services Coalition (DYSC.) DYSC was a “mini-consortium” comprised of nine local agencies and was formed to seek a Child Welfare License and to secure state funding. This funding allowed NEDFYS to provide the following services specifically to youth who had runaway from home: 24-hour crisis intervention, individual and family counseling, advocacy and shelter care placements. This funding was available under Illinois Senate Bill 1500, Comprehensive Community Based Youth Services (CCBYS.)

In 1998, Marty Nash, the original director retired. The decision was made at that time to move from a full-time village employee to a part-time contractual agreement. The original contract was awarded to Wendy Nussbaum, who had been a part-time counselor and crisis worker. Soon after that, due to financial concerns, the Township of Addison left the intergovernmental agreement and the agency name was changed to Quad Community Social Services.

In 2007, the agency was incorporated and was awarded 501 (c) (3) status. This allowed the agency to “stand alone” and to apply for different types of grants in line with the agency purpose. To commemorate these changes, the participating police departments voted to once again change the agency name. The new name became Northeast DuPage Family and Youth Services (NEDFYS.)

In 2011, NEDFYS will no longer use a contractor to provide services but will officially employ Wendy Nussbaum and her staff. NEDFYS is moving toward obtaining a child welfare license from the Department of Children and Family Services in order to continue to provide state-funded services.

Northeast DuPage Family and Youth Services (NEDFYS)

III. Philosophy

NEDFYS is committed to providing low cost, high quality social services to community residents who might not otherwise be able to afford them.

Because of its subjectiveness, "high quality social services" can be difficult to define. NEDFYS believes it is built on the following three concepts:

- **Respect** for the individual, the family and the community:

NEDFYS respects the cultural and socio-economic diversity of the community and its residents. NEDFYS adjusts its programs and strategies for intervention to meet the emerging needs of its clients and the community. The agency responds to identified gaps in services by being creative and flexible.

NEDFYS honors the strengths that its clients possess and supports the personal growth and responsibility of individuals and within families.

NEDFYS recognizes its connections to other agencies and collaborates with them to improve the quality of life in the community. NEDFYS recognizes its responsibility to the police departments in particular and works closely with them to achieve the best possible outcomes in emergency situations.

- **Knowledgeable and Skilled Staff**

Staff members at NEDFYS have a commitment to continuing professional development through training, education, and supervision. Issues with which staff members are unfamiliar are addressed through consultation or referral to others who possess the particular expertise required.

- **Best Practices**

NEDFYS chooses best practice program models for the creation of positive change in individuals and families. Foremost in its consideration when choosing an approach is whether the practice is "evidence-based", having demonstrated its efficacy through rigorous scientific study. NEDFYS currently has clinicians trained in *Functional Family Therapy* (FFT), a Blueprint® program that has been shown to significantly reduce recidivism among youth with juvenile justice involvement.

In 2010, NEDFYS became one of the first agencies in the country to implement "Step Up", a program designed to effect change in youth with domestic battery charges. NEDFYS is participating in a research project to determine the effectiveness of this intervention.

Northeast DuPage Family and Youth Services (NEDFYS)

IV. Agency Structure

NEDFYS was incorporated on 5/1/2007. It achieved its 501 (c) (3) status on December 17, 2007. It is further classified as a Public Charity.

NEDFYS is managed by its Board of Directors. According to its bylaws, the Board is comprised of not less than five (4) or more than fifteen (15) qualified members. The police chief of each participating community will appoint at least one member to the Board of Directors. The treasurer for the Village of Addison will also serve as the treasurer of the agency Board of Directors.

The current Board Members are listed below:

Timothy P Hayden

3 Friendship Plaza
Addison, IL 60101
(630)543 3080
THayden@addison-il.org

Frank J Kosman

100 N Church Rd.
Bensenville, IL 60106
(630)350 3455
fkosman@bensenville.il.us

Scott E Heher

540 West Irving Park Rd.
Itasca, IL 60143
sheher@itasca.com

Roseanne M Benson

1 Friendship Plaza
Addison, IL 60101
(630)543 4100
RBenson@addison-il.org

In July 2010, Doug Giertz from Addison Police Department also joined the board to meet the requirement of five board members to apply for the Child Welfare License.

Northeast DuPage Family and Youth Services (NEDFYS)

V. Current Staff

- a. **Robert Baechle, LCPC:** Rob is a licensed counselor who works mainly out of the Itasca Police Department. He started with the agency in 1998 as an intern and continued on part-time. Rob is trained in *Functional Family Therapy*. He works primarily with youth and their families. He also is responsible for the Employee Assistance Program. Rob's full-time job is Program Manager at the DuPage County Health Department.
- b. **Lois Dresselhaus, BA:** Lois joined the NEDFYS staff as office manager in September of 2009. She has lived and worked in Latin America for 21 years and enjoys interacting with Spanish speakers on an almost daily basis on the job. She keeps information flowing to the staff, does the monthly DYSC billing, and keeps track of clients served.
- c. **Katie Escatel, BA:** Katie is a former intern with NEDFYS and continues to see clients. Most recently, Katie has begun to work with the Unified Delinquency Intervention Services (UDIS) clients. Katie will complete her master's degree in May, 2011.
- d. **Christal Ireland, LCPC:** Christal joined the staff of NEDFYS primarily to run the Step Up program. Christal works with families who have been affected by domestic violence. Christal has worked extensively with youth on probation and also has experience working with adult clients.
- e. **Jessica Lopez, BA:** Jessica graduated from Northern Illinois in May of 2009 with a double major in Spanish Language and Sociology. She joined the agency in November 2009 and now works as an on-call crisis worker.
- f. **Jaclyn Messerges, MA:** Jaclyn completed her initial internship at NEDFYS in August 2009 and joined the staff as the crisis worker in September 2009. She carries the pager and responds to all crisis calls, Monday through Friday. Jackie also works as a UDIS worker. Jackie fills her "spare" time coaching gymnastics.
- g. **Wendy Nussbaum, LCPC:** Wendy is the Executive Director for the Agency. Wendy completed her internship in 1986 under Marty Nash and was appointed Executive Director in 1998. Wendy is trained in Functional Family Therapy, but currently her time is mostly spent on Administrative duties. Wendy also serves as Leadership Agent for DYSC.
- h. **Vivica Odell, MSW:** Viv joined the agency in June 2007 to be the Intern Coordinator for all the counseling students. Viv is responsible to hire and oversee all the interns from various colleges and master's level programs.

Northeast DuPage Family and Youth Services (NEDFYS)

i. **Dana Pavlu, LCSW:** Dana brings a wealth of experience working with juveniles to the agency. She previously supervised IDHS programs at another DYSC agency. In December, Dana and her husband had their second baby boy and Dana will return to work in March of 2011. Dana supervises the UDIS program and works with the Bensenville Teen Center.

j. **Khalida Sleets, MA:** Khalida started working with NEDFYS in November as the parent facilitator of the Step Up group. She has done a significant amount of group work in the past. In addition to working part-time for NEDFYS, Khalida is employed by School District #204 in their transitional program.

k. **Interns:** NEDFYS has worked with interns from the following schools: Aurora University, Adler School of Professional Psychology, Benedictine University, Jane Addams School of Social Work, Loyola University, Lewis University, National Louis University and Wheaton College Graduate School. All interns have been working on a Master's Degree.

Northeast DuPage Family and Youth Services (NEDFYS)

VI. Collaborative Relationships

NEDFYS recognizes the value of collaborating with other community agencies to eliminate duplication of services and provide the best possible services.

NEDFYS is a member of the following collaborations:

- a. *DuPage Youth Services Coalition (DYSC)*: The members include Wheaton Youth Outreach, NCO, Center for Family Services and NEDFYS. Its purpose is to provide crisis intervention services and counseling services to “at risk” youth.
- b. *Bensenville Youth Coalition (BYC)*: Members include Bensenville Library, Bensenville Park District, Bensenville Teen Center, the Village of Bensenville, Blackhawk Middle School, the Bensenville Police Department, Fenton High School and NEDFYS. Its purpose is to provide quality programming for Bensenville youth.
- c. *Models for Change, DuPage*: Members include representatives from DuPage County Juvenile Probation, DuPage County State’s Attorney, DuPage County Public Defender, DYSC, DuPage County Health Department, DuPage County Juvenile Detention, Addison Police Department, IDCFS, IDHS, NEDFYS. Its purpose is to improve the effectiveness of the juvenile justice system.
- d. *Illinois Collaboration on Youth*: Members include youth agencies across the state. Its purpose is to examine and lobby for legislation affecting youth. Most recently, NEDFYS executive director, Wendy Nussbaum, served on a training committee to develop a curriculum to teach CCBYS protocol to new and existing agencies.
- e. *Itasca Safe Communities America*: Members include various Itasca agencies, including NEDFYS. Its purpose was to achieve recognition from the World Health Organization as providing programming to keep Itasca residents free from accidents or injury. Itasca was one of the first communities nationwide to achieve this status.

Northeast DuPage Family and Youth Services (NEDFYS)

VII. Funding

NEDFYS receives its funding through local and state grants. In FY10, the agency also received some American Recovery and Reinvestment Act funds, channeled through its state grants.

NEDFYS also receives monies from the participating police departments and their villages. The amount of each grant is calculated using a formula based upon population. This funding allows for an on-call worker, 24 hours per day, seven days per week to respond to social service-related calls at the police department. These calls range from suicide assessments to mental health crises to domestic incidents. The participating police departments can request an on-call counselor at any point. The funds also cover general operating costs and counseling for non-DYSC clients.

NEDFYS state funding come through three state grants: which are administered by the DuPage Youth Services Coalition (DYSC.)

1. Comprehensive Community Based Youth Services (CCBYS) These funds are to be used to work with youth ages 11-17 that have run away from home or are otherwise determined to be at risk to enter the juvenile justice system. Each adolescent is assessed with the Youth Assessment Screening Instrument (YASI) to determine risk level. NEDFYS has an obligation to perform 96 hours of service to this population each month.

2. Communities for Youth (CFY) These funds are to be used to work with youth ages 11-17 who have had some contact with the juvenile justice system, ranging from station adjustment to probation supervision. The CFY programs are designed to prevent youth from further penetrating the system. It is through CFY that "Step Up" is being funded.

3. Unified Delinquency Intervention Services (UDIS.) These funds are to be used to work with youth ages 11-17 who are on probation for at least two charges (or one very serious charge) and is intended to provide services which would prevent these youth from going to the Department of Corrections. This is the most intensive program and requires that NEDFYS work with clients up to ten hours per week.

In addition, NEDFYS receives a small grant because the executive director serves as a leadership agent for DYSC.

Northeast DuPage Family and Youth Services (NEDFYS)

In the past NEDFYS also received several smaller grants to perform a specific purpose:

- a.** Violent Crime Victim's Assistance: follow-up services specifically for victims referred by the police department. This program was discontinued in July 2010 due to lack of funds.
- b.** Homeless Prevention Funds: financial assistance to help individuals who are at risk of becoming homeless due to a crisis beyond their control. This program was also discontinued due to lack of funds.
- c.** Salvation Army Funds This program was also discontinued due to lack of funds.

Due to the state budget crisis, these programs have been discontinued.

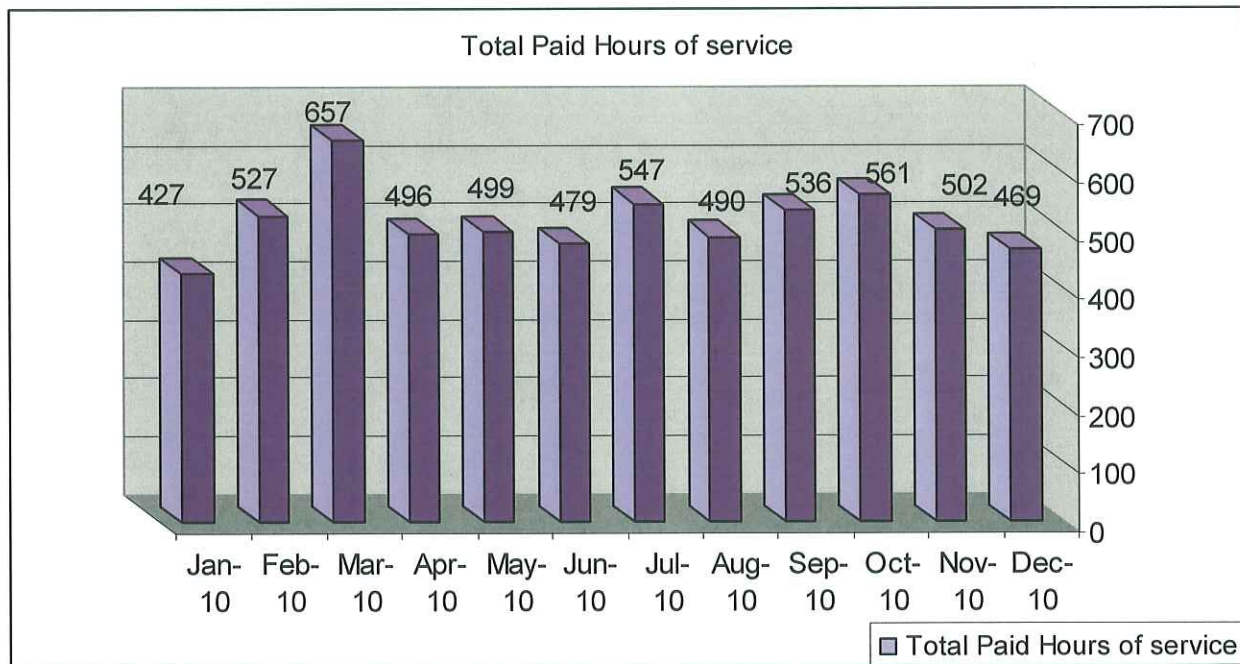
In 2010, the state was behind in grant payments, putting NEDFYS in a precarious financial position at times. While NEDFYS has the ability to operate for several months while waiting for grant payments, the state is currently taking about six months to pay.

Northeast DuPage Family and Youth Services (NEDFYS)

VIII. Community Utilization

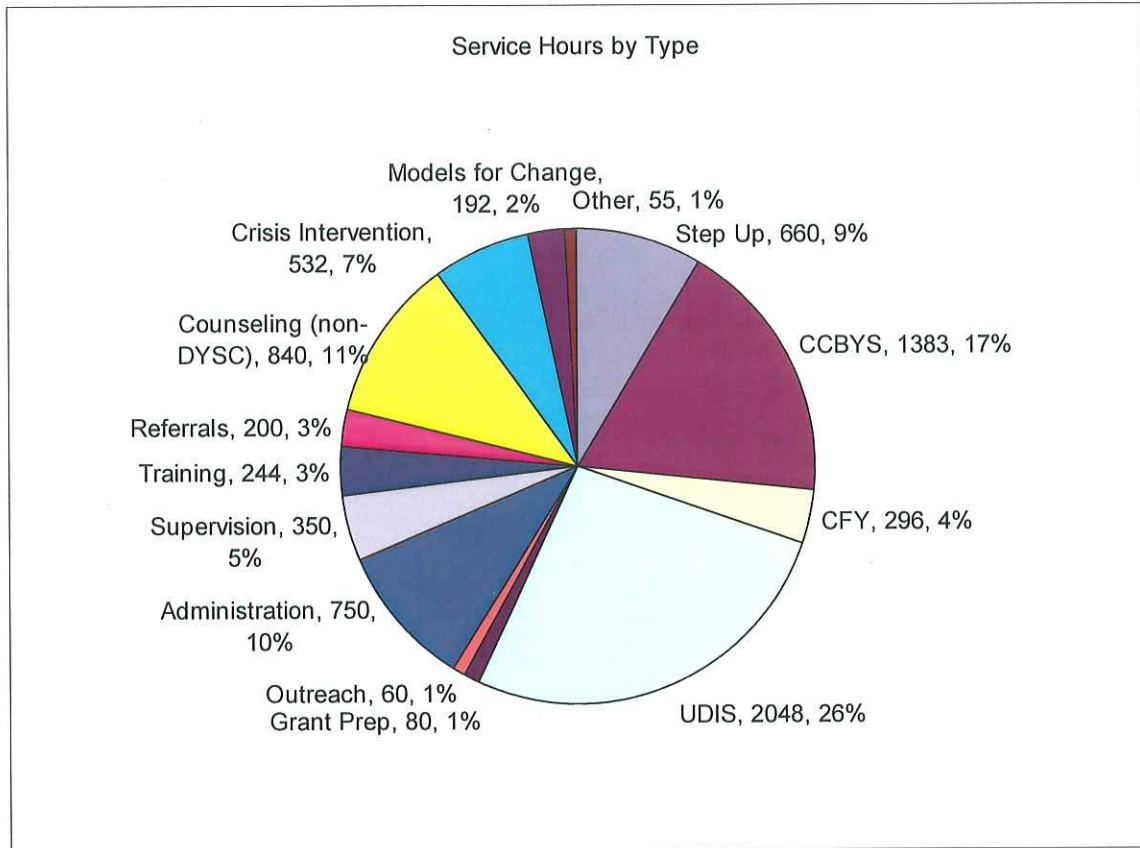
A. Agency Overall Statistics

In 2010, NEDFYS provided 6190 paid hours of service to the participating communities. Approximately 1800 additional hours of services were provided by the counseling interns for a total of 7990 hours of service.



The total cost of services during 2010 was \$216,504.80. Based on these statistics, an hour of social services costs **\$27.10**, well below the average cost of \$65 per hour.

Northeast DuPage Family and Youth Services (NEDFYS)



NEDFYS provided a total of 7990 hours of service in 2010.

Northeast DuPage Family and Youth Services (NEDFYS)

B. Community Usage by Town

Client by Town

Town	Dysc Client	Non-Dysc Client	Total
Addison	22	48	70
Bensenville	40	12	52
Itasca	7	7	14
Other	42	0	42
Total	111	67	178

Town	2009	2010
Addison	37	70
Bensenville	33	52
Itasca	16	14
Other	14	42
Totals:	100	178

Hours of Service by Town

Town	Hours	% of Hours
Addison	2744	34.34%
Bensenville	2546	31.86%
Itasca	836	10.46%
Other	1864	23.34%
Totals:	7990	100%

Town	2009	2010
Addison	2137	2744
Bensenville	1359	2546
Itasca	947	836
Other	438	1864
Totals:	4881	7990

Northeast DuPage Family and Youth Services (NEDFYS)

C. Financial Statistics

Town	Contribution (2009)	% of Total Local Grant	Contribution (2010)	% of Total Local Grant
Addison	\$26,400	54.43	\$23,625	47.78
Bensenville	14,900	30.72	18,625	37.66
Itasca	7,200	14.85	7,200	14.56
Total	48,500	100	49,450	100

Town	Hours of Service (2009)	Cost/Hour	Hours of Service (2010)	Cost/Hour
Addison	2137	\$12.35	2744	\$8.61
Bensenville	1359	\$10.96	2546	\$7.32
Itasca	947	\$7.60	836	\$8.61
Total	4443	Avg \$10.33	6,126	Avg \$8.18

NEDFYS is a member agency of the DuPage Youth Services Coalition (DYSC.) DYSC oversees three state programs (under the Illinois Department of Human Services) the CCBYS program, the CFY program and the UDIS program. These programs are explained in **Section VII. Funding**.

NEDFYS sustained a budget cut of \$33,552 from IDHS budget cuts from FY10 to FY11. The amounts reflected below are difficult to interpret for two reasons.

1. The grant amounts run for the State of Illinois fiscal year, not the calendar year. These statistics are reported for the calendar year.

2. The CFY and UDIS grants were received in FY10, but not at the beginning of the fiscal year. The CFY grant was for \$20,000 for the fiscal year but there were only eight monthly payments. The UDIS grant was for \$70,000 for the fiscal year, but with only nine monthly payments.

Grant	Budgeted Per Month (2009)	Received	Budgeted Per Month Jan-Jun 2010	Budgeted Per Month July-Dec 2010	Total Budget for Calendar Year 2010
CCBYS	7154 (12 mos)	85848	7154	6135	79734
CFY	2500 (2 mos)	5000	2500	1192	22152
UDIS	7777 (3 mos)	23331	7777	4948	76350
Leadership	500 (12 mos)	6000	500	400	5400
Work over Contract		2176			
Totals		122,355	\$17,931 per month	\$12,675 per month	183,636

Northeast DuPage Family and Youth Services (NEDFYS)

In 2010, the State of Illinois fell behind on contract payments, resulting in a six-month delay.

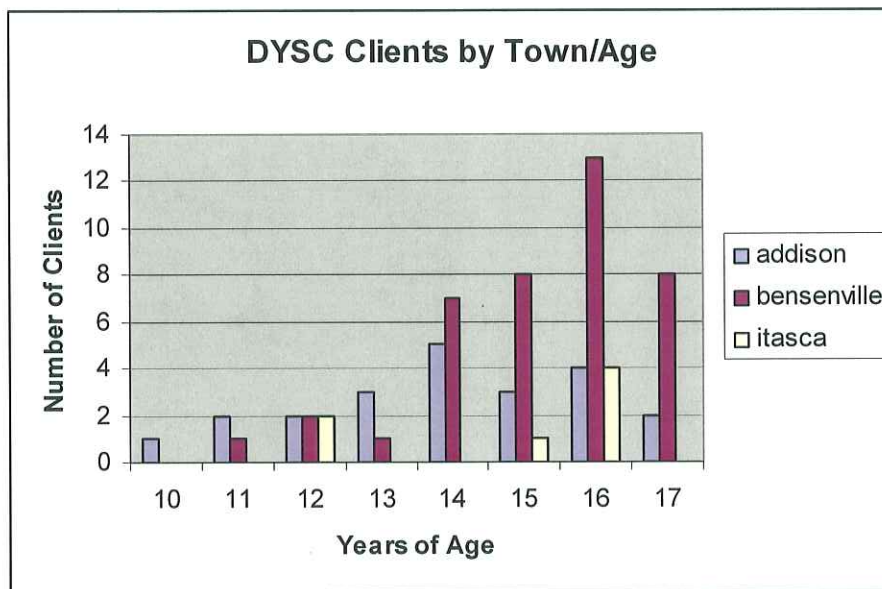
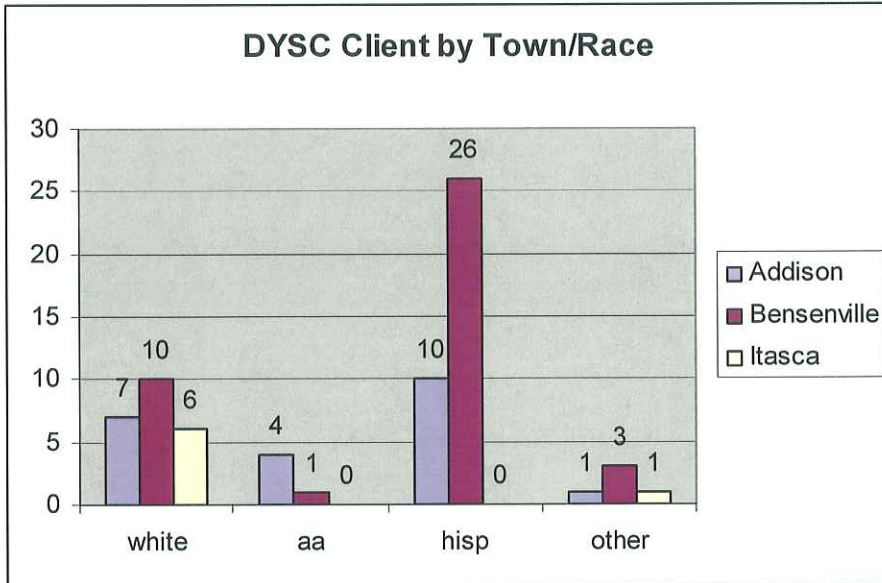
Grant	Received as of Dec 31, 2010	Amount owed as of Dec 31, 2010	Amount owed as of March 1, 2011
CCBYS	42924	36810	36810
CFY	16192	7152	8344
UDIS	51610	24740	29,688
Leadership	3400	2400	2400
Work over Contract	10676		
Totals	\$124,802	\$71,102	\$77,242

Budget Amount for FY 11 By Program

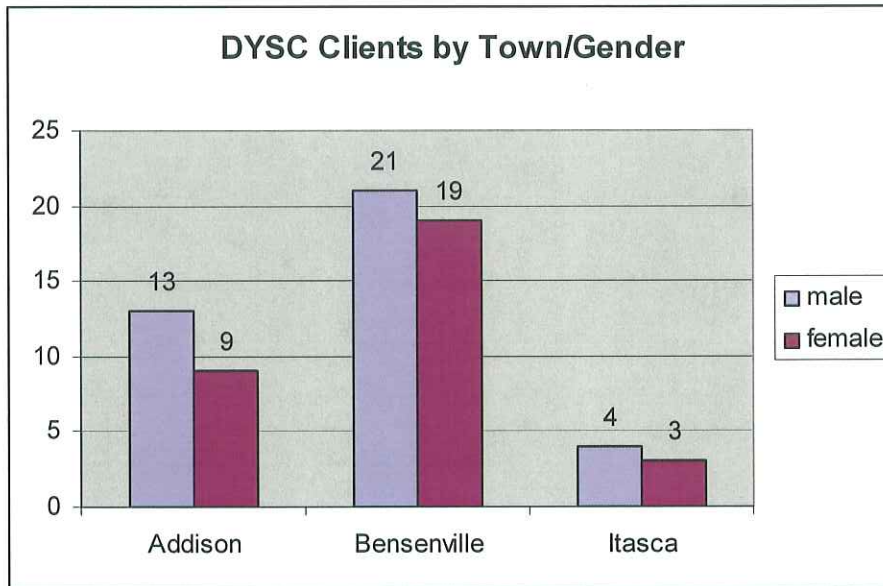
Program	Budgeted	% of Total	Received	% of Budget amount rec'd
Addison	23,625	11.72%	23,625	100%
Bensenville	18,625	9.24%	18,625	100%
Itasca	7,200	3.57%	7,200	100%
CCBYS	73,620	36.53%	12,306	16.72%
CFY	14,304	7.10%	1,192	8.33%
UDIS	59,376	29.46%	9,896	16.72%
Leadership	4,800	2.38%	0	0%
Total	201,550		72,844	36.15%

Northeast DuPage Family and Youth Services (NEDFYS)

D. DYSC client Demographics



Northeast DuPage Family and Youth Services (NEDFYS)



**Northeast DuPage Family and Youth Services
(NEDFYS)**

IX. Contact Information

Northeast DuPage Family and Youth Services
3 Friendship Plaza
Addison, IL 60101

Phone: 630 693 7934
Fax: 630 543 1069

Email: wnussbaum@addison-il.org

TYPE: Resolution **SUBMITTED BY:** Chief Kosman **DATE:** 3-16-2011

DESCRIPTION: Resolution Authorizing the Village Manager to Negotiate and Execute a Contract with SMG Security Services, Inc. to provide exclusive radio alarm monitoring services within the Village

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: 5-0

DATE: 1-11-2011

BACKGROUND

The contract with ADT to provide directly connected alarm monitoring services is expired. Four vendors, ISS, ADT, Norcomm, and SMG were contacted and provided proposals to provide the service. See the attached Memo 2010-55 for further background and the attached table for the comparables.

KEY ISSUES:

SMG provided the lowest cost for existing customers to who converted to their radio system and the lowest cost for new lease customers. With the department considering the joining of a consolidated dispatch center that may not provide alarm monitoring services, it is important that SMG can provide an alarm monitoring component. SMG provides up to 40 radios to the Village and the monitoring of the Village alarms free to the Village. Also, SMG provided the largest net rebate to the Village.

ALTERNATIVES:

1. Approve the Resolution.
2. Direction of the Board

RECOMMENDATION:

Staff recommends the approval of the resolution.

BUDGET IMPACT:

There is no new cost for the Village. All the costs for the conversion will be assumed by the vendor. A positive revenue stream should be obtained for the amount of about \$12,000 per month.

ACTION REQUIRED:

Approve a resolution approving the Village President to execute an agreement with SMG Security Systems, Inc. to provide exclusive alarm monitoring services within the Village.

RESOLUTION NO. R- -2011

A RESOLUTION AUTHORIZING A CONTRACT WITH
SMG SECURITY SYSTEMS, INC.

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

That Village President is authorized to execute a contract, and any other documentation necessary to consummate same, with SMG Security Services, Inc. for services related to directly connected alarm monitoring services within the Village at no cost to the Village.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this _____ day of March, 2011.

APPROVED:

Frank Soto
Village President

ATTEST:

JoEllen Ridder
Village Clerk

Ayes: _____

Nays: _____

Absent: _____

AGREEMENT

AGREEMENT ("Agreement") made this ____ day of February 2011 by and between the Village of Bensenville, Illinois, an Illinois municipal corporation located in Cook and DuPage Counties ("Village"), and SMG Security Systems, Inc., an Illinois corporation, d.b.a. Midwest Central Dispatch ("SMG"), with its principal place of business at 120 King Street, in the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois,

WITNESSETH:

WHEREAS, the Village is desirous of contracting with a private vendor to provide the alarm monitoring services and transferring all such monitoring functions currently performed by its Police Department to such vendor; and

WHEREAS, SMG is in the alarm monitoring business and owns and operates a central alarm monitoring station certified by Underwriters Laboratories, Inc. ("UL"), known as Midwest Central Dispatch, at its offices in Elk Grove Village; and

WHEREAS, SMG has reviewed the requirements of the alarm monitoring services that the Village is desirous of transferring to a private vendor, and represents that it is ready, willing, and able to undertake the provision of such services as required by this Agreement and desires to enter into the Agreement for that purpose; and

WHEREAS, the Village, in reliance upon such representation, desires to engage SMG to provide the alarm monitoring services and to transfer to SMG all such monitoring functions now performed by its Police Department upon the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the Village and SMG (sometimes collectively referred to as the "Parties") hereby agree as follows:

1. The foregoing recitals are hereby incorporated by reference as if fully set herein.
2. It is the intent of the Parties to "shift" responsibility for the alarm monitoring function of the Bensenville Police Department to SMG's central station for the mutual benefit of both parties, for which purpose SMG is hereby granted the exclusive right to provide radio alarm monitoring services specific to the Village's Federal Communications Commission ("FCC") license frequency in accordance with the terms and conditions of this Agreement.
3. SMG shall have the following duties and responsibilities under this Agreement:
 - a. SMG shall provide two (2) new AES Intellinet 7170 MultiNet RFIIP Receivers ("7170 Receiver") that shall comply with the specifications in as Exhibit "A" attached hereto and incorporated herein by reference as if fully set out. If SMG shall be unable to obtain 7170 Receivers through ordinary commercial sources for such equipment, SMG shall furnish such commercially available receivers as closest

approximate the 7170 Receiver specifications in lieu of the 7170 Receivers. The 7170 Receivers shall be installed by SMG personnel at such Village owned facilities as the Village shall designate and shall transmit data from radios to the SMG Central station via the Internet.

b. The intent of this Agreement is that all existing "reverse polarity" subscribers as of the date of this Agreement shall be converted to the wireless AES Intellinet network. For this purpose SMG shall connect all such "reverse polarity" subscribers to a "reverse polarity" radio receiver listed for remote station use, which receiver, and its attached alarms, shall function identically to the receivers and alarms in use by such subscribers as of the date of this Agreement. The conversion shall within the six (6) months after the activation date of the wireless network. In the event conversions are not completed within the six (6)-month period, SMG agrees to provide monitoring at its central station on a month-to-month basis for subscribers whose systems are not converted at no additional cost to the Village or the subscriber until all such conversions are completed. As there are significant additional costs to continuing to provide wire "reverse polarity" service, the Village and SMG agree to cooperate with each other so that the conversion may proceed as an expeditiously as reasonably possible. SMG and Village agree all "reverse polarity" conversions shall be concluded no later than one (1) year from the date of activation of the wireless network.

c. At all times during the term of this Agreement, SMG shall provide at SMG's expense alarm monitoring that is compliant to UL Central Station Standards and shall maintain its UL Certification of Compliance in the service categories set out in the UL Certificate of Compliance, attached as Exhibit "B," which is incorporated herein by reference as if fully set out. SMG will provide Village personnel access to its monitoring software to facilitate Village's ability to enforce code compliance, review alarm history, or provide incidental information about any monitored alarm as required by same. Such access will be limited only by user-name/password and be available by user from any Internet-connected personal computer.

d. Radio transmitters shall be available to any licensed alarm company which meets reasonable criteria for application and enters into a direct agreement with SMG. SMG shall be obligated to monitor only the transmitters of subscribers with whom or with whose authorized agents it has a contract for that purpose. Radio transmitters will be AES model 7744F with transmission being on the Village's FCC frequency, 462.3875. The license shall be exclusively the property of the Village and shall be held and controlled entirely by it. All radio monitoring provided for under this Agreement is specific to this license.

e. No fire protection system will be disconnected without prior approval of the Village. It shall be the sole responsibility of SMG to obtain such approval from the Village, and the failure of SMG to obtain such approval shall not relieve it of any duty or obligation under this Agreement not directly affected by the lack thereof.

f. SMG will maintain at its own expense all required equipment with all attendant cabling and labor on a twenty-four (24)-hour basis at no expense to the Village. Upon failure of any or all of said equipment, SMG shall be permitted a maximum of a two (2) hour response period for repair or service. Additionally, SMG will keep at all

times a minimum stock of five (5) radio transmitters appropriate for use on the Village dedicated frequency.

g. The Village shall be entitled to receive from SMG a rebate payment of fifteen dollars (\$15.00) per month from the monitoring fee collected for each radio transmitter or telephone line position, which SMG shall pay quarterly to the Village in conjunction with SMG's billing cycle. SMG will provide an authorized Village representative with an Excel or other similarly formatted document detailing monies that SMG has billed and received. SMG will remit rebate payments to Village for all "subscribers" from whom payment for monitoring services has been received. SMG will attempt to collect "past due" amounts on behalf of the Village and agrees to continue monitoring services to delinquent subscribers, unless directed otherwise. Reasonable market-competitive increases in the fees and charges set forth in Exhibit "D C," attached hereto and incorporated herein by reference as if fully set out, shall be allowed at the annual anniversary date of the execution of this Agreement with concurrence of the Village.

h. SMG shall be responsible for monitoring alarm activity on the system and dispatching appropriate personnel in response to alarms received thereon. SMG agrees to meet with Village personnel concerning dispatch procedures quarterly, or as needed. All correspondence concerning dispatch policy or alarm maintenance issues will be logged and kept in separate files available to either Party upon request.

i. SMG will provide, install, modify and monitor without charge to the Village up to forty (40) radio transmitters for use by the Village for all currently existing Village alarms in municipal buildings and facilities within the Village, including but not limited to the Village Hall, Public Works, Police, and historic buildings and facilities. With regard to SMG's liability to the Village for damages for any deficiency, defect, or inadequacy or negligence or omission of SMG with respect to the provision, installation, modification, and monitoring of the said forty (40) radio transmitters, the terms and conditions in Exhibit "D," attached hereto and incorporated herein by reference as if fully set out, shall govern and apply, but only with respect to the said forty (40) radio furnished by SMG for the use of the Village. With respect to SMG's liability for all other radio transmitters provided for under the Agreement and its services, SMG'S liability shall be as provided in this Agreement exclusive of Exhibit "D." The Village shall have no obligation to indemnify and hold SMG harmless against any third party claims of any kind whatsoever that may be asserted against SMG arising from or related in any way to SMG's provision, installation, modification, and monitoring of the said forty (40) radio transmitters for use of the Village.

j. SMG shall indemnify and save harmless the Village against any and all damages to property or injury to or death of any person or persons including property and employees, agents, or invitees of the Village and shall defend indemnify and save harmless the Village from any and all claims, demands, damages, losses and expenses, including but not limited to reasonable attorney's fees and courts costs, in all suits, actions or proceedings of any kind or nature, including Worker's Compensation Claims and that may brought by anyone whatsoever resulting from or arising in any way out of this agreement, and the installation and maintenance of the equipment, including

actions or omissions of employees or agents of SMG or its subcontractors. Insurance coverage specified herein on the attached certificate of liability insurance, Exhibit "E" and the special conditions constitute the minimum requirements, and said requirements shall in no way lessen or limit the liability of SMG under the terms of this Agreement. SMG shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance, which may be necessary in its own judgment for proper protection in the prosecution of the work.

4. The Village shall have the following duties and responsibilities under this Agreement:

a. The Village agrees notify alarm users the discontinuance of "reverse polarity" alarm monitoring and the requirement that they convert to the Village's radio network. This notification shall be a "final" notification, as equipment for the retransmission of these signals will be removed from the Police Department. The Village further agrees to notify existing radio users of the need to modify their existing radios with the new Bensenville frequency, the "crystals" for which shall be available at no charge through SMG. The Village shall post notification of the discontinuance of "reverse polarity" alarm monitoring and need for modification of existing radio sites on its website and provide timely letters of the same to its current subscribers. SMG shall credit exiting existing radio users an amount equal to the charges for four (4) months of monitoring against all SMG's charges relating to the modification of their existing radios for use on the new Village frequency.

b. SMG shall cooperate with third party billing for any existing subscriber who is currently under contract with any other alarm company for monitoring services in connection to the Village's designated alarm monitoring board so that current subscribers shall not be double billed for monitoring services.

c. The Village shall provide one (1) Internet connection (IP Address), a dial-tone telephone line, and an uninterruptible 110-volt outlet for each 7170 Receiver.

5. The term of this Agreement shall be for a period of sixty-four (64) calendar months from the date above or the date that the service becomes active whichever is the later date. During that sixty-four (64) calendar month period, SMG shall provide the equipment and services as set out in Exhibits "A," and "C," attached hereto and incorporated herein by reference as if fully set forth, and, except as otherwise provided herein, shall be entitled to the charges for such services and equipment as stated therein. Further during this period, except as otherwise provided herein, SMG shall be entitled to charge monitoring fees of \$35.00 per month per "reverse polarity" telephone line position monitoring and for radio network monitoring for fire or burglar alarms. This Agreement shall renew automatically on identical terms and conditions for successive periods of one (1) year thereafter, unless either party gives the other party written notice of termination not later than thirty (30) days before the last day of the existing term.

6. The Village acknowledges that all equipment installed in accordance with this Agreement (except those items installed in accordance with paragraph 3. i. herein) is owned by SMG. In the event this Agreement is terminated for any reason, SMG shall have the right to remove the same upon ninety (90) days notice to the Village or, at the

option of the Village, the Village the right to purchase equipment or receiving panels that may at such time have been installed pursuant to this Agreement at a prorated under purchase price or generally accepted accounting practices for depreciation as mutually agreed by both parties.

7. This Agreement shall be binding upon heirs, executors, administrators, successors and assigns of both parties, except the SMG may not assign its obligations and duties under this Agreement without written permission of the Village, which shall not unreasonably withheld.

8. SMG shall not pursue maintenance agreements with subscribers having monitoring contracts with other alarm companies. However, if such an existing subscriber requests a maintenance agreement from SMG on the subscriber's own initiative and SMG offers such an agreement, SMG must request this that be in writing from the subscriber. SMG shall keep subscriber's letter or other written communication on file and provide it upon demand by the Village. Without such letter or communication, SMG cannot enter into any agreement to "take over" maintenance service of existing subscribers.

9. This Agreement incorporates the entire agreement and understanding between the parties and there are no oral agreements, understandings, or representations between the parties which are not reduce to writing herein. This Agreement may not be changed, modified, or discharged except in writing executed by all parties hereto.

10. Either Party may on written notice terminate this Agreement at any time in the event of a breach by the other Party of any provision herein.

11. No provisions in this agreement, however, shall be construed as creating any third-party beneficial interest in any other alarm company or other third party.

WHEREFORE, the Parties, by their duly authorized representatives, have set their hands and seals hereto on the dates indicated.

FOR: the Village Bensenville, Illinois

Date: March __, 2011 ____
Title: _____

FOR: SMG Security Systems, Inc.

Date: March __, 2011 ____
John Reidy

VILLAGE OF BENSENVILLE

TYPE: Resolution **SUBMITTED BY:** Tim Sloth **DATE:** March 22, 2011

DESCRIPTION: Resolution authorizing the execution of agreement with Third Millennium Associates, INC. for vehicle sticker application production.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Approved AFL 4-0

DATE: 3/15/2011

BACKGROUND: Baecore Group has been assisting the Village in evaluating options for vehicle sticker application production and mailing as well as utility billing processing. At this time we are recommending moving forward with their recommendation for vehicle sticker application production, data and mailing. Baecore contacted a number of vendors and ultimately three (Press America, Third Millennium and Direct Response) were identified for in depth consideration. Baecore and staff are recommending a one year contract with an automatic renewal for up to five years with Third Millennium beginning with the 2011 vehicle sticker season. Third Millennium has extensive experience working with vehicle sticker renewals in municipalities, have submitted a proposal with favorable pricing.

Attached for the Board's review are various documents prepared by Baecore which provide further information on the recommendation to select Third Millennium. Note that at this time we are recommending moving forward only with the vehicle production, data and mailing. Third Millennium did provide pricing on database software, online sticker purchase software and sticker fulfillment as well which we may consider in future years. In their proposal they color code their pricing. At this time we are only recommending moving forward with the items listed within the dark blue color. These items pertain to vehicle sticker application production, data and mailing.

Last year the Village paid a total of \$13,012 for the vehicle sticker application, production and mailing. We paid \$3,312 for postage and \$9,700 for the processing, envelopes and paper. Third Millennium's price is \$8,456 (\$3,015 for postage and \$5,441 for the processing, envelopes and paper). Additionally, they quoted the same pricing for five years. Please note that the postage pricing is subject to increase based on increases from the United States Post Office.

KEY ISSUES: Annual vehicle sticker application production and mailing.

ALTERNATIVES: Board discretion

RECOMMENDATION: Approve Resolution.

BUDGET IMPACT: The 2011 budget will be positively impacted by the 35% reduction in price of this service over the prior year.

ACTION REQUIRED: Approve resolution authorizing the execution of an agreement with Third Millennium Associates, INC. for vehicle sticker application production.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE VILLEGE OF BENSENVILLE TO ENTER
INTO A VEHICLE STICKER APPLICATION PRODUCTION AGREEMENT WITH
THIRD MILLENNIUM ASSOCIATES, INC.**

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 and contracts necessary in the exercise of its statutory powers; and

WHEREAS, it is sometimes necessary, in furtherance of its statutory functions, for the VILLAGE to contract for various outside services and products required by the VILLAGE; and

WHEREAS, the VILLAGE desires to contract the services of THIRD MILLENNIUM ASSOCIATES (hereinafter "TMA") in order to increase the efficiency and cost effectiveness of its vehicle sticker program; and

WHEREAS, the TMA is a company that specializes in the programming, information technology, laser imaging and mailing services desired by the Village for its vehicle sticker program; and

WHEREAS, the TMA present to the VILLAGE a Vehicle Sticker Application Production Agreement (hereinafter the "Agreement") in which TMA agrees to provide the VILLAGE programming, information technology services, laser imaging and mailing services for the purpose of rendering vehicle sticker applications and certain other items as detailed in the Agreement, which is attached hereto as Exhibit "A"; and

WHEREAS, the VILLAGE staff has reviewed the Agreement and recommends as the most cost-effective means of producing vehicle sticker applications, converting vehicle billing sticker files to the required laser image output files, reducing the cost of postage for vehicle sticker billing and mailing the vehicle licensing application, the adoption of the Agreement; and

WHEREAS, for this purpose, the President and Board of Village Trustees have determined that it is reasonable, necessary, and desirable for the VILLAGE to enter into the Agreement,

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 Village Manager be, and the same is, hereby authorized and directed to execute on behalf of the VILLAGE, and the Village Clerk to attest thereto, the execution of An Agreement Between THIRD MILLENNIUM ASSOCIATES, INC., and the VILLAGE OF BENSENVILLE for purposes of Vehicle Sticker Application Production, attached hereto as Exhibit "A", with the terms of a one year contract with automatic renewals not to exceed five years, subject to final attorney review and approval.

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

PASSED AND APPROVED by the President and Board of Village Trustees of the Village of Bensenville, Illinois, this 23 day of March, 2011.

APPROVED:

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

Vehicle Sticker Application Production Agreement

Third Millennium Associates, Inc. and the Village of Bensenville

This agreement, which is one year in duration and will automatically renew after the original one-year period and auto-renew annually thereafter up to five years unless either party provides to the other party written notice of cancellation at least sixty (60) days prior to the agreement anniversary. This Production Agreement which is entered into this _____ day of _____ 2011, by and between Third Millennium Associates, Inc. (hereinafter referred to as "TMA") and the Village of Bensenville (hereinafter referred to as "VILLAGE"). For consideration of payment TMA will provide to VILLAGE programming, information technology services, laser imaging and mailing services for the purpose of rendering Vehicle sticker applications and certain other items as detailed on the attached Schedule "A".

1. Pre-agreement Confidentiality

Confidentiality and non-disclosure are defined by mutual agreement between TMA and VILLAGE per the attached agreement dated and signed on the _____ day of _____, 2011 by TMA and VILLAGE. Also refer to paragraph 10 of this agreement.

2. Pricing Structure

The prices on which products and services will be provided by TMA to VILLAGE are set forth on the attached Schedule "B".

3. Postage Cost

Postage costs are not included in the attached listed prices and will be paid by VILLAGE directly to the USPS via C.A.P.S. The USPS will report directly to VILLAGE all amounts debited to the VILLAGE'S C.A.P.S. account.

4. Payment Terms

The TMA Invoice format shall detail the mailing and the date of the provided service. All correctly rendered TMA invoices shall be paid by VILLAGE in accordance with the Illinois Prompt Payment Act.

5. TMA Quality Commitment

TMA guarantees that it will maintain consistent standards of quality workmanship and warrants the accurate and timely processing, printing and mailing of the document as outlined in paragraph seven (7) and that its products and services will be free from defect in materials and workmanship. TMA does not warrant that the document contents are fit, legally or otherwise, for their intended purpose or use.

6. Limits of Liability

TMA agrees to use all reasonable efforts to provide timely computer services, but will not be held liable for errors of omission resulting from inaccuracies or defects in any VILLAGE data file (s), or for errors, omissions or delays resulting from improper input and output data controls and procedures used by VILLAGE or given to TMA by VILLAGE. TMA shall not be held responsible for any loss or delay or any default caused by acts of God or any other circumstances outside TMA'S control which includes, but is not limited to fire, flood, or labor from usual sources of supply, government restrictions, or electrical, mechanical or computer software failure that is unavoidable or beyond reasonable control of TMA. TMA agrees to use all reasonable efforts to provide timely production services at an alternate site in the event that their production site is unusable due to the aforementioned acts of God or any circumstances outside TMA'S control. TMA'S maximum liability for any and all claims arising from the performance of its obligations shall not exceed the purchase price of the products and technology services provided.

7. Division of Responsibilities

7A. TMA Responsibilities

- 7A-1. To write the software programs required to convert the VILLAGE Vehicle sticker billing files to the required laser image formatted output files.
- 7A-2. To write software that will allow VILLAGE'S newly TMA compiled Vehicle sticker billing file to be processed by Group-One postal software, which will reduce the VILLAGE'S postage to the minimum allowable postage of 33.5 cents for each qualified piece, or minimum rate set by the USPS. Utilize TMA proprietary software to group "same surname / same household address" for insertion into a single mailing envelope.
- 7A-3. To design and procure all materials required to produce the Vehicle sticker applications; this includes the lasered Vehicle sticker application, the hand written Vehicle sticker application, No.10 window envelopes and the No.9 courtesy reply envelope. TMA will NOT guarantee the performance of materials not produced by TMA.
- 7A-4 TMA will laser image and mail VILLAGE Vehicle license applications within 96 post office operating hours after receipt of the VILLAGE sign-off of the record count and control totals or a mutually agreed written production schedule Failing to do so will be cause for TMA to deduct from the VILLAGE'S invoice the interest amount per day(s) late times the dollar value of the Vehicle billing file. Your Bank's "daily earnings credit rate" will be used to calculate the interest penalty.
- 7A-5. TMA will provide our employees the required training to ensure the confidentiality of VILLAGE information.
- 7A-6. TMA will maintain effective and timely communications with the VILLAGE in all matters pertaining to the responsibilities listed herein.

7B. VILLAGE Responsibilities

- 7B-1. To provide TMA with a consistently populated vehicle sticker billing file and record layout, containing "field to form" instructions for each address element and other required billing elements for the Vehicle sticker application. Files not meeting the above specifications may be subject to TMA programming fees to correct corrupted files and or instructions. All vehicle sticker billing files and related files must be submitted to TMA 25 business days before the mutually agreed vehicle sticker application mailing date. Delayed receipt of files or any required billing components may cause a delay of your mailing.
- 7B-2. To provide a forty-eight (48) hour response via e-mail verifying the TMA record counts and control totals and other matters.
- 7B-3. To maintain a C.A.P.S. account with the USPS.
- 7B-4. To pay all correctly rendered TMA invoices within in accordance with the Illinois Prompt Payment Act.

8. Renegotiations and Cancellation

In the event either party is in breach of any of the terms contained herein, the non-breaching party shall give written notice of said breach to the breaching party. The breaching party shall have ten (10) days to cure the breach. In the event said breach is not cured within ten (10) days of notice, the non-breaching party may then give thirty (30) day written notice of cancellation of this Agreement. In the event of cancellation by VILLAGE, all materials produced by TMA for use in VILLAGE'S Vehicle sticker mailing project shall be paid for within 30 days by VILLAGE. TMA will UPS these items to VILLAGE if notified by VILLAGE to do so.

9. Post-agreement Confidentiality

In the event of cancellation or expiration of this agreement, TMA shall return to VILLAGE all materials and information pertaining to the performance of this agreement. These materials shall include, but are not limited to, all electronic media, all printed material, all notes, memos or other sources of VILLAGE confidential information. In no instance, prior to, during, or after the conclusion of this agreement, shall TMA offer for sale or in any other manner disclose to any third party the VILLAGE document file or any other such VILLAGE files, whether written or in electronic media format.

10. Price Changes

The prices listed on Schedule B shall be subject to review upon the anniversary date of this agreement, upon completion of the 5th year of service. That review shall determine if there were any increases or decreases in the cost of paper, production, transportation or any other cost component of the herein contained products and/or services. Prices may also be reviewed if the agreement quantity as stated in SCHEDULE "B" varies by more than ten percent.

TMA must provide third-party documentation of cost increases to VILLAGE. That documentation shall consist of letters of price increase or decrease from paper mills, articles from the Wall Street Journal or any other legitimate and universally accepted source. In the absence of the above documentation, the (J.P. Morgan, Chase Chicago consumer price index) will be used as the source of price increase or decrease.

11. Other Provisions

This agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements. No amendment, supplement, modification, waiver or termination of this agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this agreement shall be deemed or shall constitute a waiver of any other provision of this agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

This agreement shall be construed and interpreted according to the laws of the State of Illinois.

If any provision, clause or part of this agreement, or the application thereof under certain circumstances is held illegal or unenforceable, the remainder of this agreement, or the application of such provision, clause or part under certain circumstances, shall not be affected thereby.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed the Agreement effective as of the date last written below.

AUTHORIZATION

THIRD MILLENNIUM ASSOCIATES, INC.

Signature: _____



Name: **James J. Leader** _____

Title: **C.E.O.** _____

Date: **16 March 2011** _____

VILLAGE OF BENSENVILLE

Signature: _____

Name: _____

Title: _____

Date: _____

Schedule A

Materials to be provided by TMA:

- M1. 7" X 8 1/2" Laser Vehicle application documents, items are printed two (2) colors face and one (1) color back. Paper is 20 lb. MOCR bond with a perforation to create two 3 1/2" x 8 1/2" attached applications.
- M2. 3 1/2 X 8 1/2 two-part carbonless paper hand written "over the counter" Vehicle application forms. Two color face, one color back, printed on 15 lb. carbonless.
- M3. No. 10 standard window envelope with one (1) color printing on face. Paper will be 24 lb. white wove. TMA will provide VILLAGE No.10 envelopes for return mailing of Vehicle stickers to compliant citizens.
- M4. No. 9 CRE envelope printed one color on face. Paper is 24 lb. white-wove.
- M5. With mutual agreement, VILLAGE may authorize TMA to provide certain materials for new projects or variations of the Vehicle billing project. These material descriptions may be attached to, and become a part of, Schedule A.

Services to be provided by TMA:

- S1. To write the VILLAGE billing file conversion program from VILLAGE vehicle billing file format to laser image format per the charges stated in Schedule B.
- S2. To utilize the required software that will allow VILLAGE'S vehicle billing file to be processed through Postal application software.
- S3. To utilize the appropriate software to match and group the "same surname/same household address" vehicle applications for insertion into a common mailing envelope.
- S4. To process the VILLAGE'S newly created vehicle sticker billing file using Postal sort application software. The result of which is to reduce VILLAGE'S postage rate to the minimum amount allowed by the USPS.
- S5. To laser image the VILLAGE Vehicle license applications in quantities as stated in schedule "B" of this agreement.
- S6. To group, intelligently insert, seal, tray, sleeve, band, label and deliver to the USPS office all pieces laser imaged with respect to item S5.
- S7. To insert additional pieces into the No.10 billing envelope as directed by VILLAGE, per the conditions and fees as stated in Schedule "B" of this agreement.
- S8. With mutual written agreement, VILLAGE may authorize TMA to provide certain services and or products for new projects or variations of this billing project. These service descriptions may be attached to, and become a part of Schedule "A".

SCHEDULE B - Pricing

The prices contained herein are calculated on a usage of 9,000(estimated) Vehicle sticker applications. Any variance in the above quantities in excess of ten (10) percent may be cause for a price review. There will be no more than one production run for the above stated item. Each Vehicle sticker application billing unit shall consist of the components described in Schedule A.

- 1B. VILLAGE sticker applications are laser imaged and mailed at a cost of 29.9 cents per record, (excluding postage). There will be an annual system initialization/implementation fee of \$2750. This fee will pay for compiling a new VILLAGE Vehicle sticker billing file and a complete pre-production test of all systems and components. Included are all forms and printed matter proofs. Also included are various tests to insure data input and output integrity. Also included in the above initialization fee are the consulting services to coordinate the software integration for VILLAGE, SOFTWARE COMPANY, USPS and TMA. VILLAGE and TMA shall develop an edit process to verify all record counts and appropriate control totals. The above procedures will allow the mutual performance of Responsibilities as stated in Paragraph Seven.
- 2B. A separate insertion charge will be applied for any additional item inserted into the outgoing billing envelope. Insertion items must physically qualify for use on TMA insertion equipment. The insertion charge is 1.5 cents per item. *This insertion fee does not include the cost of supplying the additional item(s) to be inserted.*
- 3B. With mutual written agreement, VILLAGE may authorize TMA to provide certain products and services for new or revised projects. The TMA pricing structure for these projects may be attached to, and become a part of, Schedule "B".

VILLAGE OF BENSENVILLE

Vendor Selection Recommendation

Vehicle Stickers

March 2, 2011

Executive Summary

Baecore Group evaluated multiple options for Bensenville's Vehicle Sticker renewal process. Primary requirements considered:

- Ability to meet the timeline requested
- Clearly defined project plan
- Prior experience with similar projects
- Competitive five year pricing
- Ability to use data matching criteria to reduce mailings and cost
- Ability to suppress the printing of bills and/or envelopes as needed
- Ability to match data based on multiple fields within the data set to ensure proper grouping of notices
- Notation and notification to the Village of data inconsistencies and variances

Three vendors were compared: Press America, Third Millennium and Direct Response. Press America and Third Millennium presented quotes with the requested proposal detail and therefore were the two that were most closely considered.

Vendor Recommendation

Third Millennium was placed first based on its detailed prior experience working with vehicle sticker renewals in municipalities, associated data management, flexibility and management. Also, based on favorable pricing of Third Millennium, Baecore Group is recommending a one year contract with Third Millennium including a series of one year renewals up to a total of five years beginning in 2011.

Vehicle Sticker Vendor Discussion

Third Millennium has extensive experience with transactional mailing. Third Millennium deals exclusively with governmental municipalities and produces only transactional mailing for such clients. This benefits Bensenville in that a "larger" or "last minute" job would not be scheduled unexpectedly adversely impacting the Bensenville schedule. Their production facilities and employees are trained to understand the unique needs of municipal clients, as well as the importance of utility bill transactional mailings since this is a core business activity. Areas they demonstrated their experience and business practices included:

- Alternate disaster recovery sites in the Chicagoland area
- Processing, scheduling and fulfillment solutions specific to vehicle sticker renewal
- Defined detailed project plan
- Application and maintenance of postal indicia on behalf of the Village of Bensenville to obtain the best postal rate available.

Process Modification Considerations

With the selection of Third Millennium there are a few processes which were handled prior to the printing which will move to Third Millennium. There will also be an update process to maintain clean data within the Vehicle Sticker module.

Third Millennium will address the merging and checking of data extracted from MUNIS prior to printing and sending vehicle sticker renewals/notices, including:

- Comparing and grouping resident vehicle information by address and name
- Sorting and comparing MUNIS data to other data sources to ensure all resident addresses are provided a registration form

After the data has been processed by Third Millennium, the Village will be provided with reports showing data discrepancies and changes/moves of residents. Staff will be able to use these reports to update MUNIS and ensure accurate data in the Vehicle Sticker module. This process will be minimal due to the data cleanup staff has already undertaken.

Summary

Following is a snapshot of the decision matrix supporting the recommendation to proceed with Third Millennium for vehicle stickers.

VEHICLE STICKERS		Press America	Third Millennium	Comments
		MOST FAVORABLE RESPONSE	MOST FAVORABLE RESPONSE	
Experience				
1	Prior experience with similar projects		x	Third Millennium described experience with three other municipalities vehicle sticker projects
2	References, contact name, contact details		x	Municipalities, names, phone and email provided by Third Millennium
Core Competency				
3	Defined detailed project plan		x	Project plan with dates received from Third Millennium
4	Tools and resources in place supporting vehicle sticker renewal		x	Archiving, disaster recovery, process for communicating data cleaning, and alternative vehicle sticker process tools in place for use should the Village want
5	Management of postal indicia		x	Third Millennium has committed to applying and managing the postal indicia to ensure the best postal pricing for Bensenville. They have indicated they do this for all their clients.
6	Established process and workflows		x	Established processes would be utilized for transmitting files, noting corrections, messaging etc.
Pricing				
7	Postage	\$3,213	\$3,015	Press America didn't reference postage or the ability to manage the indicia for Bensenville; therefore the rates used last year by Press America were applied
8	Processing/paper/etc	\$8,596	\$5,441	
9	Total Cost	\$11,809	\$8,456	

Section 1 – Introduction

TMA was founded in 1995 and has grown to be the leading provider of vehicle sticker revenue outsourcing in the Great Lakes Region. Our business model combines the collective needs of multiple communities to gain “scale of economy” in the overall value chain. This approach has resulted in small to medium-sized communities having the opportunity to provide services that otherwise would not be economically feasible.

In 2000, TMA began research and development of software products specifically designed for local government, and that software research and development has continued ever since. Now over 40 communities are utilizing our state-of-the-art vehicle software. Our company takes great pride in incorporating advice from our local government clients.

We have developed an all-inclusive package that will increase your vehicle licensing revenue with minimal effort by your community’s staff. By combining our proven and successful vehicle revenue system, vehicle software package and our fulfillment service you simply receive revenue directly in your deposit account.

Of course there will still be walk-ins at your community. We offer pickup service during peak counter traffic to reduce the workload on your staff. Best of all, the service is affordable – Don’t give up your vehicle revenue, just the headache of doing it alone.

The Muni-Bill system provides you with an automated method for maintaining vehicle registration applications. This area is often under-collected, but our program is able to group residents who have not paid or applied for vehicle registration and match it against your municipalities utility database. Our content-specific follow-up mailings yield amazing results, averaging a 300% to 500% return on investment.

Third Millennium Associates, Inc. (TMA) vehicle-licensing software is designed to be a modern, state of the art system to efficiently manage your community’s vehicle sticker program. MUNI-SOFT was designed over a two-year period with direction provided by several highly respected finance directors regarding system financial safeguards. TMA also interviewed clerical personnel to gain insight on what operational features would enhance their productivity and offer better service to their citizens.

Most current legacy vehicle licensing systems are a modification of the business licensing software module. Business licensing software is not specifically designed to have all the financial controls, management reporting and vehicle identification features that are necessary to efficiently register / up-date your community’s vehicles. MUNI-SOFT web browser based software is designed to be a premier, feature rich, user-friendly system.

About The Software

The vehicle registration screen contains all the information needed to register or up-date a vehicle.

Key Software Features Include:

- System permanently logs clerical time stamps with financial/ records control totals.
- EZ find and sort on any field
- EZ to navigate and create customized fields are provided in addition to the basic system, these fields are sortable and integrate seamlessly with software.
- Built in features to prevent common data entry errors. (Duplicate License Plates, Incorrect Fees, Duplicate and incorrect addresses, and Spelling mistakes)
- User access to system's CASS certified address database
- Bank lockbox usage and data entry, to your software, real time. No batch upload needed.
- Track Users - History, usage, and monies collected
- Export vehicle file into five different formats, for universal viewing on any spreadsheet or database program.
- Report generators for scofflaws and various other financial reports
- System back-up
- Restore feature
- TMA Guarantees Performance

Third Millennium Associates (TMA) is totally committed to serving the public sector. We are well aware that our perspective clients have to operate with tight budget constraints. As you consider our services we will make the following written guaranties:

TMA's vehicle software will:

- Dramatically increase the velocity of your vehicle over the counter traffic data entry. Pending the type of application being entered (new resident verses renewal) your staff will clear citizens two-four times faster.
- Eliminate double entry of data- The speed of our system allows your staff to update the vehicle database without "back room" redundant effort.
- Increase your vehicle license revenue. Our software is designed to grow your database by capturing non-compliant citizens and those who have moved within town or out of town. TMA provides importable "move data" on an annual basis thus eliminating "hand keying" of said changes. Many communities never enter this important move data and mail vehicle sticker applications from the same database year after year and never increase their sticker revenue.

TMA'S vehicle renewal mailing will:

- Incorporate the most sophisticated, cost effective technology. Our applications will accommodate bar-coding, bank lock box OCR-A scan lines, qualify for the lowest 1st class postage rates and are presented in a citizen friendly format.
- Provide your citizens a receipt(s) for every sticker(s) purchased.
- Provide free communication via inserts that weigh less than one ounce combined weight.
- TMA is so confident that we will deliver exceptional performance and value that we will give you our Vehicle software free of charge for one year if TMA does not meet the commitments made herein. If you are not satisfied with our Vehicle software we will provide you with an export file of your database, and remove our vehicle software.
- The first day of Vehicle sticker sales is usually chaos for most communities. On the first day TMA will have a programmer, who was part of the team that wrote this software, in your offices to alleviate any concerns your staff may have with "day one". Put TMA to the test-your community has nothing to lose and everything to gain, RISK FREE!

*Vehicle Sticker Application Production, Mailing and Database Software System –
Section 2 - Experience*

Thank you for considering Third Millennium Associates (TMA) to provide out-sourcing products and services for your Village's vehicle sticker revenue program.

If you trace the history of TMA, the beginning goes back to the Lake Forest Graduate School of Management (LFGSM). The strategic business plan for TMA was conceived and developed as a LFGSM class thesis in 1995. This strategic plan has served as a business and ethical model that has guided us to this date.

Today, fifteen years later, we are the largest provider of municipal billing services in the Chicago-land area, providing over 200 unique billing applications to our municipal clients. We are, by far, the largest provider of Vehicle sticker software, vehicle fulfillment services, vehicle mailing services and software driven vehicle on-line credit card services. More importantly we had the resources and foresight to seamlessly integrate all of the above services into one end to end revenue enhancing solution. Our newest integrated offering, that will be operational this year, will be the use of the utility billing system as a tool to collect additional Vehicle sticker revenue and do it in a more targeted and cost effective way than any known current method.

*Vehicle Sticker Application Production, Mailing and Database Software System -
Section 3 –Detailed Work Plan*

Third Millennium meets all requirements listed in the Scope of Work, Specifications & Requirements. We have responded to this section with a “check-mark” in front of each item to indicate we have read, understand and are able to meet the requirement. In areas that ask for further definition, we have provided that in **green text**.

Requirements: Data Processing

- ✓ The vendor must have the ability to accept the vehicle data file using an online upload or a standard FTP transmission.
- ✓ The vendor must be able to accept the Village’s bill files in their current format, using the current transmission method. The Village is unable to change the bill file format without manual intervention and/or a modification to the system. Specific requirements are below:
 - ✓ The billing text files will be provided electronically in ASCII or CSV file format. If another text format is required, please note in your proposal.
 - ✓ The Village must be able to automatically connect to the vendor’s as needed.
- ✓ The Village must have the ability to view sample applications online before they are printed and mailed.
- ✓ Applications must be mailed by the designated date.
- ✓ The vendor must have the capability to suppress the printing of bills and/or envelopes for certain customers, based on Village requirements. Suppression could be on a one-time or ongoing basis.
- ✓ The vendor must be able to produce the Village’s applications in the current format or propose a new application format – both front and back side. Back side of the application to include, but not be limited to, explanations of rates, where to call for specific information, penalty rate, payment instructions, and explanation of how to read the applications.
- ✓ The vendor must have in house programming and ability to work with Village in person or via telephone in order to resolve issues, provide support and customer service.
- ✓ The application is designed to meet the requirements of the Village’s lock box provider, so the vendor must produce the same content and format.
 - ✓ The bar code on the stub includes account information via a specific code generated via the software.
- ✓ The vendor must have the capability to print:
 - ✓ Variable content – printable based on account. Specific information printable on demand and specific to account holder.
 - ✓ Logos
 - ✓ Lockbox processing OCR scan-line.
 - ✓ Vendor must be able to tie to the utility billing file in order to print variable and dynamic content based on un-purchased vehicle records.
- ✓ Applications must be mailed via presorted first class mail. More details about mailing requirements are provided in section B below.
- ✓ Production reports:
 - ✓ The Village should be able to track all applications that have been sent to the vendor.
 - ✓ Status reports must be obtainable, on a daily basis while processing is happening.
 - ✓ More details about reporting requirements are provided in section C below.
- ✓ Application Inserts
 - ✓ The vendor must provide an interface that will allow the Village to update requirements for bill inserts as needed. Ability to print message center on demand, without programming changes. Village must be able to enter and manage message center independently.
 - ✓ The interface must allow the Village to include/exclude inserts and messages based on Village requirements. Ability to display, or include inserts based on account number, type of account, route or cycle.

- ✓ The vendor must be willing to provide parallel data processing before official start of service at no cost.
- 14. Please provide details about the following:
 - a. Quality control procedures

In order to ensure the highest possible quality service, TMA has combined pervasive automation with numerous client check-points.

From the print process of your forms, to the laser imaging of the data, to the data management, along the way are many steps, control checks and balances to ensure the quality, totals and data are processed not only efficiently, but properly and in a timely fashion to meet the production date required by the Village.
 - b. Ability to pull an application from production processing, and the process for doing so

In the event that a bill(s) needs to be pulled from production, an email needs to be sent to TMA listing the account number(s), and name on the account. TMA will make sure the bill(s) is manually removed from the production run.
 - c. Procedures for ensuring that the file transmissions are completed successfully, and procedures for correcting issues:

Should files be corrupt, or should items be “stuck” while processing, our staff is trained to locate, and research the problem. If necessary, contacting the Village for direction.
 - d. Procedures for handling applications that cannot be processed due to invalid data or data errors in the database files

Exception definitions will be created with the input of Village staff. Our IT staff will then handle these items through data management.

Requirements: Database storage – purchase history

- ✓ Purchased Record Archive
 - ✓ All purchased records must be archived for reference once a season is complete. This archive must be searchable and reporting ability must be available after current season.
 - ✓ Archive files must be easily accessible to Village staff via an online interface.
 - ✓ Please provide specific details about the archive/database system:
- ✓ Search capability
 - ✓ ii. Print capability
 - ✓ iii. Process for viewing archived records
 - ✓ iv. Process creating archived records to specific customers
 - ✓ v. Vendor’s quality control process to ensure that all valid purchased records are archived

The above capabilities and procedures will be contained within users manuals, as well as provided during training of staff using the software.
- ✓ 2. Mailing
 - ✓ Applications must be mailed via presorted first class mail to maximize postal discounts.
 - ✓ The Village should be able to verify proof of delivery to the USPS on an as-needed basis.
 - ✓ Customer addresses must be validated and updated as necessary by the vendor using CASS (USPS-certified) software. The records must be able to be managed in comparing like records and correcting addresses to the postally correct version. The good neighbor policy must also be applied in order to avoid duplicate records being produced.
 - ✓ The vendor must provide NCOA-Link service. The reporting that is produced via the NCOA service must be provided and available for the Village to utilize for address tracking.
 - ✓ Nested Multiple applications to the same surname customer and mailing address shall be matched and inserted in one appropriate size envelope and metered first-class up to one ounce, and delivered to the USPS at the same time as all other applications are delivered. These nested applications require only a single return envelope and single inserts.

g. Please provide details about how the vendor will ensure that the Village receives the lowest postal rates possible, including information about minimum quantities for mailing.

TMA will utilize NCOA and CASS software to ensure the mailing is in route-ready, postal correct address format in order to achieve the lowest postal rate per outgoing piece. We also utilize the correct type of paper to ensure the weight of the piece can obtain the lowest postal discounts.

Requirements: Reporting

- ✓ Report to track purchased records – Confirm purchased records.
- ✓ Ability to produce Daily Production Confirmation Reports via – immediately after processing is complete:
 - ✓ Volume of applications
- ✓ Received/purchased
 - ✓ ii. purchased via lockbox mail in
 - ✓ iii. purchased via online software
 - ✓ iv. Quantities purchased via cash, check, money order, or other payment types designated by Village.
 - ✓ v. grouped by type of sticker sold
 - ✓ vi. non-purchased records report
 - ✓ vii. violating owners report features
 - ✓ viii. online reporting features, isolating online only purchases
 - ✓ Move Update changes:
 - ✓ Addresses changed
- ✓ Customer Name
 - ✓ ii. Previous address
 - ✓ iii. Current address
- ✓ Statistics Reporting
 - ✓ For all records purchased, with volumes per type summarized as user wishes:
- ✓ Volume of:
 - ✓ Transactions
 - ✓ Type of sticker
 - ✓ Usage log (users logging in and out of system)
 - ✓ Date range specific reporting
 - ✓ Vehicle Cost Code Summary available at push of button

Requirements – Security

- ✓ The vendor must provide necessary security to protect the Village's data from unauthorized access. Please provide details about the security measures that are in place. Include procedures for ensuring that only authorized persons are admitted to the production floor.

Our production facility is secured with an identification badge system, which only allows access to those possessing a badge issued for the building. We also employ a security guard to further supplement the security of your vehicle application mailing.
- ✓ Describe in detail how security is handled for information shared between the vendor and the Village via email or online.

The submission of data is protected with an SSL 128 bit encryption. All of the data is kept behind a corporate firewall that cannot be accessed from outside. It is further protected by use of access passwords for our clients' use.
- ✓ The vendor must allow site visits by Village personnel.

Requirements: Paper Supplies

- ✓ The vendor must be able to reproduce the preprinted and perforated paper stock that can match or exceed the quality of the current stock and provide the same number of preprinted colors.
- ✓ The following envelopes must be provided by the vendor, at no additional cost to the per piece cost of laser imaging.
 - ✓ A window #10 mailing envelope
 - ✓ A window #10 fulfillment envelope
 - ✓ A single window #9 security return envelope
- ✓ The application stub shall be perforated so that it may be separated easily by the resident but not by handling during processing, printing, or mailing.
- ✓ The vendor must accept inserts printed by other vendors, and provide insert printing services as well.
- ✓ The vendor must agree to receive shipments of inserts and store/warehouse all forms and envelopes used to process the Village's applications.

Requirements: Customer Support and Disaster Recovery

1. Customer Support

- ✓ The vendor must provide unlimited customer support during the hours of 8:00 am – 4:30 pm.
- b. Describe the trouble management process functions, including: problem reporting, assignment, escalation, resolution.

TMA will work with the Village to develop and manage any occurring trouble, problem or issue that arises in order to correct it quickly. Should problems occur, the most appropriate person on staff (IT or other needed personnel) will be provided to combat the problem and provide a solution. Should escalation need arise, our President and /or C.E.O. are available at any time to help manage the issue.
- c. Provide procedures for after-hours support.

Will be provided upon award of contract.
- d. Provide a list of company holidays.

TMA observes the following holidays:
Memorial Day
Labor Day
Christmas Day
New Year's Day
Other postal holidays tie our hands for mail delivery, these are set and not controlled by TMA. (Can include days such as President's day, Martin Luther King Day, etc)
- e. Provide contact points for customer service.

Will be provided upon award of contract.

2. Disaster Recovery

Geographic preparation: TMA has an alternate production facility located in Orange County CA. This facility is a mirror image of our Chicago production facility; this includes software, hardware, communications and production protocols. TMA believes that distance may provide a means of "protection by geographic isolation" and therefore continuity of service to your community.

Uncontrollable factors:

Please be advised that the USPS is the final and a crucial link in the delivery of the Village vehicle applications. We are unaware of what plans the USPS has put in place to provide continued service in a case of a pandemic. Please be advised that all of our preparation would be negated if the USPS does not have a plan in place to respond to a pandemic.

*Vehicle Sticker Application Production, Mailing and Database Software System –
Section 4 – Project Schedule*

The dates used in this table are **EXAMPLES ONLY.**

The on sale date of May 30, 2011 will be used and a new chart provided if signed contracts are awarded to Third Millennium Associates.

Bensenville SAMPLE VEHICLE Implementation Schedule				
	Description	Duration	Start Date	End Date
1	Print Production Begins	17	4/9/2010	5/3/2010
2	Initial contact with Bensenville. Gather preliminary information about the mailing, lockbox, permit number, scan line, data and mail drop date.	1	4/9/2010	4/9/2010
3	Initial TMA production meeting.	1	4/12/2010	4/12/2010
4	Gather composites for vehicle mailing, make year changes (if applicable) and send initial proof to Bensenville	1	4/13/2010	4/13/2010
5	Proof cycle begins between TMA and Bensenville	3	4/14/2010	4/16/2010
6	Final proof approval for all printed matter.	2	4/19/2010	4/20/2010
7	Artwork sent to production facility. Production starts on printed matter.	4	4/21/2010	4/26/2010
8	Printed items received at letter shop and ready for laser imaging and assembly.	5	4/27/2010	5/3/2010
9	Data Process Begins	30	4/5/2010	5/14/2010
10	Data received from Bensenville	1	4/5/2010	4/5/2010
11	TMA Reviews data preliminary data	1	4/6/2010	4/6/2010
12	TMA Sends data to CASS/NCOA process	3	4/7/2010	4/9/2010
13	TMA Writes imaging, post sort and control totals programs. Test same.	2	4/12/2010	4/13/2010
14	TMA Concludes imaging program test, control totals test and record count routine. Test same.	1	4/14/2010	4/14/2010
15	TMA Laser images samples of vehicle coupons and send approval to Bensenville	3	5/4/2010	5/6/2010
16	TMA Laser images samples of vehicle coupons and send approval to lockbox	2	5/7/2010	5/10/2010
17	Final Approval of Laser Applications by Bensenville	1	5/11/2010	5/11/2010
18	TMA to provide total postage needed to fund vehicle mailing.	1	5/12/2010	5/12/2010
19	Bensenville funds postage account.	1	5/13/2010	5/13/2010
20	TMA Laser images, inserts and drop applications at Post Office	1	5/14/2010	5/14/2010

*Vehicle Sticker Application Production, Mailing and Database Software System –
Section 5 – Project Alternatives*

In order to reduce cost for this project:

The options of using the Fulfillment Center and Lockbox Services could be eliminated.

The option of using the online vehicle sticker purchase software could be eliminated.

*Vehicle Sticker Application Production, Mailing and Database Software System –
Section 6 – References*

Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188
Dawn Damolaris, Assistant Finance Director
(630) 871-6225
ddamolaris@carolstream.org
Vehicle Production and Mailing, Vehicle Software, V-pay

Village of Elmwood Park
11 Conti Parkway
Elmwood Park, IL 60707
John Lannefeld, Finance Director
(708) 452-3915
jlannefeld@elmwoodpark.org
Vehicle Production and Mailing, Vehicle Software, Fulfillment and Lockbox

Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148
Sharon Myers, Customer Service Supervisor
(630) 620-5953
MyersS@villageoflombard.org
Vehicle Production and Mailing, Vehicle Software, V-pay, Fulfillment and Lockbox

*Vehicle Sticker Application Production, Mailing and Database Software System –
Section 7 – Proprietary Information*

The information contained within this proposal may become the property of the Village of Bensenville. It is to be used for the exclusive purpose of providing a price comparison to other vendors for the bidding process provided by this request for proposal.

*Vehicle Sticker Application Production, Mailing and Database Software System –
Section 8 – Signatures*

The prices contained within this proposal are hereby authorized and valid for 90 days.

Authorized agents:

A handwritten signature in black ink, appearing to read "J. Leader". The signature is fluid and cursive, with a large initial "J" and a trailing flourish.

James J. Leader, C.E.O

Third Millennium Associates

A handwritten signature in black ink, appearing to read "Lance Leader". The signature is cursive, with the first name "Lance" written in a larger, more prominent script than the last name "Leader".

Lance Leader, President

Third Millennium Associates

*Vehicle Sticker Application Production, Mailing and Database Software System -
Budget and Estimated Pricing –*

*Numbers in table below are based on 9,000 mailed applications

Five Year Total Cost Summary						
Costs	Per item cost	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Implementation Fee:		\$2,750	\$2,750	\$2,750	\$2,750	\$2,750
Per Application Laser Imaged:	\$0.299	\$2,691*	\$2,691*	\$2,691*	\$2,691*	\$2,691*
Additional Insert Fee, per item inserted into the outgoing #10:	\$0.015					
Additional Paper Costs:	\$0	\$0	\$0	\$0	\$0	\$0
Cost of application stock	Included	Included	Included	Included	Included	Included
Cost of Printed #10 Envelope	Included	Included	Included	Included	Included	Included
Cost of printed #9 Envelope	Included	Included	Included	Included	Included	Included
Fulfillment #10 Envelopes	Included	Included	Included	Included	Included	Included
Dynamic or Variable Message Content Production – account specific on demand	Included	Included	Included	Included	Included	Included
CASS Certification - match like addresses despite address differences (Avenue versus Av); good neighbor policy must be applied automatically to de-dupe file and reduce extra applications mailed	Included	Included	Included	Included	Included	Included
NCOA File Process – with processing each file, movers and changes must be provided to Village	Included	Included	Included	Included	Included	Included
Move Updates – provided each file produced	Included	Included	Included	Included	Included	Included
Vehicle Database Software One time License Purchase		\$4,995	\$0	\$0	\$0	\$0
Annual software Maintenance		\$995	\$995	\$995	\$995	\$995
Vehicle Online Sticker Software One time Software License		\$1,495	\$0	\$0	\$0	\$0
Annual Online Software Maintenance		\$495	\$495	\$495	\$495	\$495
Online Transaction Fee	\$0.45	Will vary	Based	On	Usage	level
Credit Card Fee per transaction	Approx 2%	Will vary	Based	On	Usage	level
In-Season Server Fee	\$150 month	\$450	\$450	\$450	\$450	\$450
Out of Season Server Fee	\$75 month	\$675	\$675	\$675	\$675	\$675
Annual Fulfillment Set-Up		\$650	\$650	\$650	\$650	\$650

Fulfillment of Sticker mailed in	\$0.89	Will vary	Based	On	Usage	level
Fulfillment of Sticker purchased online	\$0.55	Will vary	Based	On	Usage	level
Lockbox Fee, per item processed	\$0.33	Will vary	Based	On	Usage	level
Lockbox Maintenance Fee	\$200 per month	\$600	\$600	\$600	\$600	\$600
Lockbox PO Box Fee	\$50 per month	\$150	\$150	\$150	\$150	\$150
Lockbox Data Transmission Fee	\$125	\$375	\$375	\$375	\$375	\$375
Postage, per qualified 1 oz. piece for <i>outgoing Vehicle Applications</i>	\$0.335	Based on current	USPS Rates	For Pre-sort	First Class	Mail

ITEMS WITHIN THIS COLOR ALL PERTAIN TO THE VEHICLE PRODUCTION, DATA AND MAILING

ITEMS WITHIN THIS COLOR ALL PERTAIN TO THE VEHICLE DATABASE SOFTWARE

ITEMS WITHIN THIS COLOR ALL PERTAIN TO THE VEHICLE ONLINE STICKER PURCHASE SOFTWARE

ITEMS WITHIN THIS COLOR ALL PERTAIN TO THE FULFILLMENT OF STICKERS

X. Vendor Certification

This certification attests to the vendor's awareness and agreement to the content of this proposal and all accompanying calendar schedules and provisions contained herein.

The vendor must ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

The undersigned is a duly authorized officer, hereby certifies that:

Third Millennium Associates, Inc.
(Vendor Name)

agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions, and provisions of the referenced request and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the response. The proposal shall remain in effect for a period of 90 days from the due date.

The undersigned further certify that their firm (check one):

☐ IS
☒ IS NOT

currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agree to notify the Village of Bensenville of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Person(s) authorized to negotiate on behalf of this firm for purposes of this are:

Name:	<u>James Feader</u>	Title:	<u>C.E.O.</u>
Signature:	<u>[Signature]</u>	Date:	<u>17 Feb 2011</u>
Name:	_____	Title:	_____
Signature:	_____	Date:	_____

Signature of Authorized Officer:

Name:	<u>[Signature]</u>	Title:	<u>C.E.O.</u>
Signature:	<u>[Signature]</u>	Date:	<u>17 Feb 2011</u>

TYPE: Resolution SUBMITTED BY: Andrew Schaeffer DATE: 2/28/2011

DESCRIPTION: Resolution Authorizing the Village to Enter into Customer Service Agreements with United Communication Systems, Inc., d.b.a. CallOne for Telecommunications Services.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

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

COMMITTEE ACTION: AF&L unanimously recommended approval

DATE: 03/15/2011

BACKGROUND: Village uses AT&T as its primary phone provider. All landline phones are routed through the Village's Tadiran system internally and AT&T externally. Local and long distance calls are all controlled by AT&T. As with other VOB technology costs, Prescient saw a cost savings opportunity and a chance to improve services. We enlisted the services of CallOne, an AT&T wholesaler.

KEY ISSUES: Every month, Lei processes around 50 bills from AT&T because they have an older system that cannot compete with newer specialized billing systems. This is a burdensome process for Lei each month. Newer billing systems can consolidate and provide necessary reporting features. Also, AT&T will not offer competitive pricing since they are the major carrier. Bensenville Fire district has already made the switch to CallOne and is very happy. Committee reviewed this matter at their March 15 meeting and unanimously recommended transitioning to CallOne. It was however recommended that we pursue language to limit exposure to the supplemental payments if the decision to not renew the contract was based on CallOne performance issues. CallOne has been reluctant to agree to such a provision in that CallOne uses AT&T's transmission facilities and it would be impossible to distinguish between defaults by AT&T and CallOne. As such CallOne would potentially bear the burden of responsibility for AT&T's defaults. We have clarified that this provision would be more targeted towards CallOne's service, e.g., account-related administrative functions, such as billing and/or customer support, which are purely functions of CallOne. We have been advised that they are willing to consider wording to address this more narrow performance area. Based on schedules, we do not anticipate this revision to be finalized until sometime on Monday. As such revised documents will be distributed to the Board either on Monday or at the meeting on Tuesday.

ALTERNATIVES: Enter into a new contract effective in the 2nd quarter 2011 with AT&T at the current higher rate structure and with the same billing issues that we are currently experiencing.

RECOMMENDATION: Approve CallOne as provider for all Village landline voice services. Terms to include:

- One year agreements with two one-year renewals thereafter;
- If the Village terminates the agreement at the end of the first year a supplementary payment to Call One in the amount of \$12,000.00 is required. If the Village terminates the agreement at the end of the second year a supplementary payment to Call One in the amount of \$6,000.00 is required. No supplementary payment required after 3 years.

BUDGET IMPACT: Cost savings of approximately \$1000/month over current AT&T pricing.

ACTION REQUIRED: Board approval of the resolution approving and authorizing the execution of the customer service agreements with CallOne for landline phone services.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE VILLEGGE OF BENSENVILLE TO
ENTER INTO CERTAIN CUSTOMER SERVICE AGREEMENTS WITH
UNITED COMMUNICATIONS SYSTEMS, INC., D.B.A. CALL ONE, FOR
TELECOMMUNICATIONS SERVICES**

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 and contracts necessary in the exercise of its statutory powers; and

WHEREAS, it is sometimes necessary, in furtherance of its statutory functions, for the VILLAGE to contract for various outside services and products required by the VILLAGE; and

WHEREAS, one of the outside services that the VILLAGE is required to contract for is telecommunications services; and

WHEREAS, the VILLAGE'S present telecommunications service agreement will shortly require renewal; and

WHEREAS, staff has reviewed and recommends as the most cost-effective alternative for telecommunications services the Customer Service Agreement and the ISDN-PRI Re-Contracted Customer Service Agreement ("Agreements") with United Communications Systems, Inc., d.b.a. Call One ("Call One"), which are attached is hereto, together with an agency Letter of Authorization ("Authorization"), as Exhibit "A," and which provide for a one-year term that is automatically renewed for two successive one-year terms (three years total), unless cancelled by the Village at least 60-

days before the end of a term; and

WHEREAS, for this purpose, the President and Board of Village Trustees have determined that it is reasonable, necessary, and desirable for the VILLAGE to enter into the Agreement,

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

SECTION ONE: The Village President is hereby authorized and directed, on behalf of the Village of Bensenville, to execute and take all other necessary actions, either in his own person or by his designee, to effect the VILLAGE'S entry into the Agreements and the Authorization in Exhibit "A," and the Village Clerk is hereby authorized to attest to the same as may be required.

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

PASSED AND APPROVED by the President and Board of Village Trustees of
the Village of Bensenville, Illinois, this ____ day of March 2011.

APPROVED:

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

Ayes: _____

Nays: _____

Absent: _____



Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes United Communication Systems, Inc. d/b/a Call One®, with a principal place of business at 123 North Wacker, Floor 7, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer Village of Bensenville
Address 12 S Center Street
City Bensenville ST IL ZIP 60106

Please check box to determine term and discount

- ☐ 1 Year 5% discount on lines, features, and non-termed circuits
☐ 2 Year 10% discount on lines, features, and non-termed circuits
☒ 3 Year 15% discount on lines and features and 25% discount on non-termed circuits

Usage Rates

Band A: 0.0085 \$/min
Band B: 0.0180 \$/min
Band C: 0.0180 \$/min

Additional Service Rates

Outbound 1+ Interstate: 0.0290 \$/min
Outbound 1+ In-state: 0.0290 \$/min
Inbound 800/888 Interstate: 0.0290 \$/min
Inbound 800/888 In-state: 0.0290 \$/min
Calling Card(s)-Domestic: 0.1500 \$/min

Additional Charges: Member of SPC. \$14.12 per service order.

Line Base Rates per line: Area A \$7.05, Area B \$9.19, Area C \$12.87.

RCF \$5.50 per path, Caller ID \$5.00 per line, Caller ID with name \$7.00 per line.

Waive PICC fees.

36 Month Term SPC Promotion: Client to receive additional 5% discount on stated discounts of lines, features, and non-termed circuits going forward for the duration of the term.

Service/Additional Terms:

Assume LD and Local Toll only on DSL line 630-694-1809.

This Agreement shall be subject to the additional terms and conditions in "Addendum A to Call One Customer Service Agreement"

_____ <i>Authorized customer signature</i>	_____ <i>Date</i>	_____ <i>CallOne authorized signature</i>
_____ <i>Print name</i>	_____ <i>Title</i>	_____ <i>Print name</i>
		_____ <i>Date</i>

United Communication Systems, Inc.

123 N Wacker Drive 7th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

Billing Telephone Numbers (BTN) associated with this account:

Physical Location	City, State	BTN
100 N 11TH	SPRINGFIELD	217-492-1158
735 E JEFFERSON	BENSENVILLE	630-238-0094
701 FOSTER AV	BENSENVILLE	630-238-0348
105 N CHURCH RD	BENSENVILLE	630-238-0819
700 FOSTER AV	BENSENVILLE	630-238-1225
230 W BELMONT AV	BENSENVILLE	630-238-5729
130 N CHURCH RD	BENSENVILLE	630-238-5731
701 FOSTER AV	BENSENVILLE	630-238-5738
161 N CHURCH RD	BENSENVILLE	630-238-8978
100 N CHURCH RD	BENSENVILLE	630-350-0855
113 W MAIN	BENSENVILLE	630-350-1887
500 S YORK RD	BENSENVILLE	630-350-1889
602 N YORK RD	BENSENVILLE	630-350-2338
12 S CENTER	BENSENVILLE	630-350-2446
55 O LEARY DR	BENSENVILLE	630-350-7928
409 PARK	BENSENVILLE	630-350-9676
711 E JEFFERSON	BENSENVILLE	630-350-9815
600 DIANA CT	BENSENVILLE	630-521-0248
981 S JOHN	BENSENVILLE	630-521-0262
833 E GRAND AV	BENSENVILLE	630-530-0360
735 E JEFFERSON	BENSENVILLE	630-594-1436
12 S CENTER	BENSENVILLE	630-594-1440
101 N CHURCH RD	BENSENVILLE	630-595-4778
700 FOSTER AV	BENSENVILLE	630-595-5203
1400 THORNDAL AV	BENSENVILLE	630-595-6856
701 FOSTER AV	BENSENVILLE	630-595-9093
125 HAMILTON	BENSENVILLE	630-694-0664
302 W GREEN	BENSENVILLE	630-694-1809
100 N CHURCH RD	BENSENVILLE	630-766-2121
100 N CHURCH RD	BENSENVILLE	630-766-2131
545 S JOHN	BENSENVILLE	630-766-3072
130 N CHURCH RD	BENSENVILLE	630-766-3615
735 E JEFFERSON	BENSENVILLE	630-766-3624
101 N CHURCH RD	BENSENVILLE	630-766-3625
230 W BELMONT AV	BENSENVILLE	630-766-3684
101 N YORK RD	BENSENVILLE	630-766-5384

Customer initials _____

Call One initials _____

Billing Telephone Numbers (BTN) (continued):

12 S CENTER	BENSENVILLE	630-766-5946
610 PARK	BENSENVILLE	630-787-9986
15 S CENTER	BENSENVILLE	630-860-0073
711 E JEFFERSON	BENSENVILLE	630-860-0779
975 SUPREME DR	BENSENVILLE	630-860-0807
701 FOSTER AV	BENSENVILLE	630-860-0858
649 COUNTY LINE RD	BENSENVILLE	630-860-0932
482 PODLIN DR	FRANKLIN PARK	630-860-1089
1047 WAVELAND AV	BENSENVILLE	630-860-1542
105 N CHURCH RD	BENSENVILLE	630-860-1793
1400 THORNDAL AV	BENSENVILLE	630-860-1801
1000 W GREEN	BENSENVILLE	630-860-2527
247 FOSTER AV	BENSENVILLE	630-860-5119
313 SPRUCE AV	BENSENVILLE	630-860-5153
545 S JOHN	BENSENVILLE	630-R06-0604
735 E JEFFERSON	BENSENVILLE	630-R06-1810
100 N CHURCH RD	BENSENVILLE	630-R06-2446
100 N CHURCH RD	BENSENVILLE	630-R06-2894
12 S CENTER	BENSENVILLE	630-R06-2917
545 S JOHN	BENSENVILLE	630-Z99-1660
100 N CHURCH	BENSENVILLE	630-Z99-2951
711 E JEFFERSON	BENSENVILLE	630-Z99-4468
811 E GRAND AV	BENSENVILLE	630-Z99-4628
100 N CHURCH	BENSENVILLE	708-Z10-0032
125 HAMILTON	BENSENVILLE	708-Z10-0042
230 W BELMONT	BENSENVILLE	708-Z10-0065
100 N CHURCH RD	BENSENVILLE	708-Z10-0097
100 S CHURCH RD	BENSENVILLE	708-Z10-1031
500 S YORK RD	BENSENVILLE	708-Z10-1070
101 N YORK RD	BENSENVILLE	708-Z10-1082
21 N YORK	BENSENVILLE	708-Z10-1104
100 N CHURCH	BENSENVILLE	708-Z10-1111
701 FOSTER	BENSENVILLE	708-Z10-1129
100 N CHURCH	BENSENVILLE	708-Z10-1168
500 S YORK RD	BENSENVILLE	708-Z10-1215
9 S CENTER	BENSENVILLE	708-Z10-5970
2475 PAN AM BL	ELK GROVE VILLAGE	847-766-4410
2801 BUSSE RD	ELK GROVE VILLAGE	847-860-2695

Customer initials _____

Call One initials _____

Terms and Conditions

1. **Term.** Customer hereby orders the Local Exchange, Interexchange and miscellaneous services incident thereto as described herein (collectively, the "Services") for the term selected by Customer on Page 1 of this Agreement (the "Term"), effective as of the date the Services are installed or first provided (the "Effective Date"). Upon expiration of the Term, the usage rates and monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term.
2. **Rates.** (a) Unless otherwise specified on Page 1 of this Agreement, Call One's prevailing month-to-month rates for lines, features, other monthly recurring charges and non-recurring charges (e.g., installation, service establishment and/or other non-recurring charges) will apply to the Services. By executing this Agreement, Customer acknowledges that it has received notice of and is aware of the rates and other charges that apply to the Services that are not specifically identified on Page 1 of this Agreement. If there is any change to Call One's prevailing rates or charges that apply to the Services, Customer will be notified in its monthly invoice or in the applicable state tariff, effective as stated therein. If Customer has elected a Term other than Month-to-Month, the usage rates and monthly recurring charges (each expressed as a rate or as a discount off Call One's prevailing month-to-month rates) identified on Page 1 of this Agreement will apply to the Services during the Term. (b) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes. (c) Call One may, at its sole discretion, increase the rates for Band C, 1+ long distance or inbound 800/888 toll-free Services, if and to the extent the charge from the local exchange carrier to terminate the outbound calls or to originate the inbound calls exceeds twenty-five percent of the rate for that Service, and that Service will be provided on a month-to-month term.
3. **Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical locations listed below and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
4. **Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment"), Customer acknowledges that it shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If, as part of Call One's provision of Services, Customer terminates a Third Party Commitment(s), Customer agrees that it is solely responsible for the fees associated with such termination. Further, no discount is provided for the related services unless and until Customer has agreed to terminate the Third Party Commitment(s) as provided above or the Third Party Commitment(s) has expired and Customer has entered a new agreement directly with Call One.
5. **Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge equal to the Term Savings Recovery. As used herein, "Term Savings Recovery" is the total usage and monthly recurring charge discount received by the Customer calculated as follows: (A) the difference between the total usage charges billed to Customer at the discounted rates Customer received for the Term selected in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date; and (B) the difference between the discounted monthly recurring charges Customer received for the Term selected in this Agreement and the Call One tariff non-discounted monthly recurring charges in effect as of the Effective Date times the number of months Service was provided. In addition, Customer shall also be liable for any installation and/or other non-recurring charges that were waived. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service.
6. **Conversion.** Customer may at any time during the Term convert its Service to another Call One agreement under a contract term that is equal to or greater than the Term remaining under this Agreement and under which Customer's financial commitment is equal to or greater than the remaining commitment under this Agreement. In such event, early termination charges shall not apply.
7. **Inside Wiring.** All inside wiring provided directly by Call One to Customer to complete the installation of the Service will be charged at \$75 for the trip charge and \$100 per hour. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
8. **Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof. The foregoing limitation of liability includes any mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of installing and/or furnishing the Service.
9. **Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One web site currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
10. **Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
11. **Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached and referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof.
12. **Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials _____

Call One initials _____



Addendum A to Call One® Customer Service Agreement

Notwithstanding No.1 of the "Terms and Conditions" on page 4 or any other provision of this Agreement, the term of this Agreement shall be for one (1) year from the date of the Agreement for the discount rate checked on page 1 hereof, and shall be automatically renewed for a Term of one (1) additional year at the end of the first and second Terms at the same discount rate, unless the Customer, sixty (60) days before the end of either such Term, shall give notice to Call One in writing at the address of its place of business stated herein that the Customer is terminating the Agreement at the end of the Term. If the Customer terminates the Agreement at the end of the first Term, the Customer shall make a supplementary payment to Call One in the amount of \$12,000.00 within forty-five (45) days of the end of that Term. If the Customer terminates the Agreement at the end of the second Term, the Customer shall make a supplementary payment to Call One in the amount of \$6,000.00 within forty-five (45) days of the end of that Term. Call One shall not be entitled to any supplementary payment for termination of the Agreement at the end of the third Term. The Agreement shall not be renewed at the end of the third Term except upon written agreement of the Parties.

Agreed and Accepted By

Customer: Village of Bensenville

Call One:

Authorized signature

Date

Authorized signature

Date

Print name

Title

Print name



ISDN-PRI Re-Contracted Customer Service Agreement

This Customer Service Agreement ("Agreement") by and between United Communication Systems, Inc. d/b/a Call One®, with a principal place of business at 123 North Wacker, Floor 7, Chicago, IL 60606 ("Call One") and the customer identified immediately below ("Customer") is effective as of the date indicated by the date Call One accepted this Agreement as set forth below (the "Effective Date"). The Services described herein are subject to the Terms and Conditions set forth in this Agreement.

Customer Village of Bensenville
Address 12 S Center Street
City Bensenville ST IL ZIP 60106

Additional Charges: Member of SPC. DID's \$2.00 per block of 10. Caller ID with Name Display \$85.00 each.

Service/Additional Terms:

Assume PRIs .DZZD.271644.001.LB under BTN 630-R06-2917, .DZZD.389206.001.LB under BTN 630-R06-2894 and .DZZD.590556.001.LB under BTN 630-R06-1810 and then replace with Call One contract.

This Agreement shall be subject to the additional terms and conditions in "Addendum A to Call One Customer Service Agreement"

Billing Telephone Numbers (BTN) associated with this account:

Physical Location	City, State	BTN		
735 E JEFFERSON	BENSENVILLE, IL	630-R06-1810		
	Circuit ID	NRC	MRC	Term
	.DZZD.590556.001.LB	NO CHARGE	\$400.00	36 Months
Physical Location	City, State	BTN		
100 N CHURCH RD	BENSENVILLE, IL	630-R06-2894		
	Circuit ID	NRC	MRC	Term
	.DZZD.389206.001.LB	NO CHARGE	\$400.00	36 Months

Authorized customer signature

Date

CallOne authorized signature

Print name

Title

Print name

Date

United Communication Systems, Inc.
123 N Wacker Drive 7th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

Billing Telephone Numbers (BTN) (continued):

Physical Location	City, State	BTN		
12 S CENTER	BENSENVILLE, IL	630-R06-2917		
	Circuit ID	NRC	MRC	Term
	.DZZD.271644.001.LB	NO CHARGE	\$400.00	36 Months

Customer initials _____

Call One initials _____

Terms and Conditions

1. **Term.** Customer hereby orders the Services as identified on Page 1 of this Agreement and miscellaneous services incident thereto for the term selected by Customer on Page 1 of this Agreement (the "**Term**"). Upon expiration of the Term, the monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. The Term shall begin on the later of (i) the date Call One signs the first page of this Agreement and (ii) the date any installation necessary to begin the Service is completed.
2. **Rates.** (a) The Monthly Charge identified on Page 1 of this Agreement will apply to the Services during the Term. Upon expiration of the Term, the Monthly Charge will revert to Call One's prevailing month-to-month rates for the Service unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. (b) Installation, service establishment and/or other non-recurring charges ("Non-Recurring Charges") incident to the Services will apply as identified on Page 1 of this Agreement. (c) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes.
3. **Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical location listed on Page 1 and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
4. **Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "**Third Party Commitment**") that is not specifically identified as being terminated pursuant to Section 4(b), Customer acknowledges that it shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If as part of Call One's provision of Services Customer has agreed to terminate a Third Party Commitment(s) identified on Page 1 of this Agreement, Customer agrees that it is solely responsible for the fees associated with such termination.
5. **Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge, as liquidated damages and not as a penalty, equal to (1) fifty percent(50%) of the Monthly Charge payments remaining for the Term of this Agreement, (2) any special construction charges required to make the Service available and (3) any previously waived installation and/or other non-recurring charges. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service, including any special construction charges. Termination/cancellation charges are due within fifteen (15) days of the effective date of termination/expiration.
6. **Conversion.** Customer may at any time during the Term convert its Service to another Call One agreement under a contract term that is equal to or greater than the Term remaining under this Agreement and under which Customer's financial commitment is equal to or greater than the remaining commitment under this Agreement. In such event, early termination charges shall not apply.
7. **Inside Wiring.** All inside wiring provided directly by Call One to Customer to complete the installation of the Service will be charged at \$75 for the trip charge and \$100 per hour. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement as a "Non-Recurring Charge" applies only to the initial Service install. It does not include the jacks or other inside materials and wiring.
8. **Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof.
9. **Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One website currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
10. **Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
11. **Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written.
12. **Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials _____

Call One initials _____



Addendum A to Call One® Customer Service Agreement

Notwithstanding No.1 of the "Terms and Conditions" on page 4 or any other provision of this Agreement, the term of this Agreement shall be for one (1) year from the date of the Agreement for the discount rate checked on page 1 hereof, and shall be automatically renewed for a Term of one (1) additional year at the end of the first and second Terms at the same discount rate, unless the Customer, sixty (60) days before the end of either such Term, shall give notice to Call One in writing at the address of its place of business stated herein that the Customer is terminating the Agreement at the end of the Term. If the Customer terminates the Agreement at the end of the first Term, the Customer shall make a supplementary payment to Call One in the amount of \$12,000.00 within forty-five (45) days of the end of that Term. If the Customer terminates the Agreement at the end of the second Term, the Customer shall make a supplementary payment to Call One in the amount of \$6,000.00 within forty-five (45) days of the end of that Term. Call One shall not be entitled to any supplementary payment for termination of the Agreement at the end of the third Term. The Agreement shall not be renewed at the end of the third Term except upon written agreement of the Parties.

Agreed and Accepted By

Customer: Village of Bensenville

Call One:

Authorized signature

Date

Authorized signature

Date

Print name

Title

Print name



Letter of Authorization

To Whom It May Concern:

The undersigned hereby appoints United Communications Systems, Inc. d/b/a Call One to act as its agent with: Local Exchange Carriers, Long Distance Carriers, Equipment Vendors, Consultants, and Local Loop Service Providers (Internet) for purposes of obtaining information regarding current long distance services, local telephone, data and internet services (including Customer Service Reports and Customer contracts), credit, and billing.

This authorization shall remain in effect until modified or revoked in writing and shall cover the Billing Telephone Numbers identified below and any continuation sheet.

Customer Village of Bensenville
Address 12 S Center Street
City Bensenville ST IL ZIP 60106

Authorized customer signature

Date

Printed name

Title

Billing Telephone Numbers (BTN) associated with this account:

217-492-1158	630-238-0094	630-238-0348
630-238-0819	630-238-1225	630-238-5729
630-238-5731	630-238-5738	630-238-8978
630-350-0855	630-350-1887	630-350-1889
630-350-2338	630-350-2446	630-350-7928
630-350-9676	630-350-9815	630-521-0248
630-521-0262	630-530-0360	630-594-1436
630-594-1440	630-595-4778	630-595-5203
630-595-6856	630-595-9093	630-694-0664
630-694-1809	630-766-2121	630-766-2131
630-766-3072	630-766-3615	630-766-3624
630-766-3625	630-766-3684	630-766-5384
630-766-5946	630-787-9986	630-860-0073
630-860-0779	630-860-0807	630-860-0858
630-860-0932	630-860-1089	630-860-1542
630-860-1793	630-860-1801	630-860-2527
630-860-5119	630-860-5153	630-R06-0604

630-R06-1810	630-R06-2446	630-R06-2894
630-R06-2917	630-Z99-1660	630-Z99-2951
630-Z99-4468	630-Z99-4628	708-Z10-0032
708-Z10-0042	708-Z10-0065	708-Z10-0097
708-Z10-1031	708-Z10-1070	708-Z10-1082
708-Z10-1104	708-Z10-1111	708-Z10-1129
708-Z10-1168	708-Z10-1215	708-Z10-5970
847-766-4410	847-860-2695	

TYPE: Resolution **SUBMITTED BY:** Andrew Schaeffer **DATE:** 3/16/11

DESCRIPTION: Approving proposal from CCSi Communications for Version 16 update to Village's existing Tadiran telephone system

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | <i>Financially Sound Village</i> |
| <input checked="" type="checkbox"/> | <i>Quality Customer Oriented Services</i> |
| <input type="checkbox"/> | <i>Safe and Beautiful Village</i> |

- | | |
|--------------------------|--|
| <input type="checkbox"/> | <i>Enrich the lives of Residents</i> |
| <input type="checkbox"/> | <i>Major Business/Corporate Center</i> |
| <input type="checkbox"/> | <i>Vibrant Major Corridors</i> |

COMMITTEE ACTION: Reviewed with IT Committee with no objections raised to proceeding with upgrade **DATE:** 02/22/2011

BACKGROUND: Village phone system is running on Tadiran equipment. The equipment is old and needs to be restarted constantly to remain working properly. The software is version 14 which also has its share of issues.

KEY ISSUES: Old hardware and old software. Both are outdated and require updating to continue working efficiently. Phone system is being supported by CCSi, a Tadiran support company. Without the hardware and software upgrades, the system cannot be supported.

ALTERNATIVES: N/A

RECOMMENDATION: Upgrade hardware and software as required. Upgrades also will allow for future enhancements towards a VoIP phone system as discussed at the IT Committee meeting.

BUDGET IMPACT: \$15,676 (\$16,000 was included in the 2011 Budget for the upgrade).

ACTION REQUIRED: Board approval.

RESOLUTION NO. _____

A RESOLUTION APPROVING PROPOSAL FROM CCSi
COMMUNICATIONS FOR VERSION 16 UPDATE TO TADIRAN TELEPHONE
SYSTEM

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

WHEREAS, it is sometimes necessary, in furtherance of its statutory functions, for the VILLAGE to contract for various services and equipment required by the VILLAGE; and

WHEREAS, CCSi Communications has provided to the VILLAGE a proposal ("Proposal") for an upgrading of the VILLAGE'S Tadiran telephone system to Version 16; and

WHEREAS, such an upgrade is necessary to the proper maintenance and functioning of the telephone system; and

WHEREAS, for this purpose, the VILLAGE has determined that it is reasonable, necessary, and desirable to approval the Proposal, which Proposal is attached hereto and incorporated herein by reference as Exhibit "A,"

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 Proposal, attached hereto and incorporated herein by reference as Exhibit "A," for a total cost not to exceed \$15,676.00 is hereby approved.

SECTION THREE: The Village President is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto to all such documents necessary to effect the VILLAGE'S entry into an agreement for such proposal.

SECTION FOUR: 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 22nd day of March 2011.

APPROVED:

Frank Soto, Village President

ATTEST:

Jo Ellen Ridder, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

6813 Hobson Valley Drive
Woodridge, Illinois 60517
630-241-0600

CCSi communications
Helping businesses DO business
Sent via e-mail

Mr. Andrew Schaeffer
Village of Bensenville
12 S. Center Street
Bensenville, IL 60106

Andy,

Earlier this year we provided you with budgetary upgrade pricing for the Police Department and Village Hall systems. While we were then talking about upgrading from Version 14 to Version 15 or possibly even to Version 16, I can report that Version 16 has been released and that you will receive the newest features, including added VoIP SIP functionality and the Polycom SIP Phone integration at no extra charge.

Versions 15 and 16 add features and enhance features previously available, requiring a stronger processor and additional memory.

We herewith propose to provide and install:

	Upgrade 2 each Coral IPX	Unit Pricing	Pricing
2	MEX-IP2	\$2,991.00	\$5,982.00
2	DBM-2	\$544.50	\$1,089.00
2	IMC16	\$764.50	\$1,529.00
2	Coral Upgrade from V 14 to V 16	\$2,420.00	\$4,840.00
2	Processing Fee	\$165.00	\$330.00
2	ASCII Database Conversion	\$528.00	\$1,056.00
1	Firmware Upgrades		\$850.00
	Total		\$15,676.00

Tadiran engineering has determined the type and number of cards requiring firmware upgrades and the cost is included in the above pricing.

Sincerely,

Helping Businesses DO Business
Phone 630 241-0600 Fax 630 241-1071.....
www.ccsicomm.com

March 17, 2011
Page 2

Klaus Germann

TYPE: Ordinance **SUBMITTED BY:** Tim Sloth **DATE:** March 22, 2011

DESCRIPTION: An Ordinance abating the taxes for the years 2010 through 2019 for the Series 2000, \$1,160,000 - General Obligation (Alternate Revenue Source) Bonds issued September 2000.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: APPROVED AFL 4-0

DATE: 3/15/2011

BACKGROUND: On 1/18/2011 the Village abated a number of alternate revenue bonds. We did not include the Series 2000 issuance as it was called (paid off) in December of last year. In speaking with the county it has been determined that an abatement ordinance is still required so as to avoid a tax being levied for this issuance. Presented for consideration at this time is an ordinance abating taxes for the tax years 2010 through 2019 for the series 2000 \$1,160,000 General Obligation (Alternate Revenue Source) Bonds, issued September 30, 2000. This abatement ordinance is written in a way to permanently abate the taxes so that it does not have to be approved every year until the original maturity date of the bonds.

KEY ISSUES: This ordinance needs to be approved and filed with both Cook and DuPage County by the end of March. Failure to take action would result in an increased tax levy by the respective Counties and could have negative implications for any future bond issuances that the Village might wish to entertain.

ALTERNATIVES: N/A

RECOMMENDATION: Approve the Tax Levy abatement ordinance for the Series 2000 Bond Issuance.

BUDGET IMPACT: None

ACTION REQUIRED: Board action on the ordinance.

ORDINANCE NO. ____

**AN ORDINANCE ABATING TAXES FOR
THE TAX YEARS 2010 THROUGH 2019 FOR THE SERIES 2000 1,160,000
GENERAL OBLIGATION (ALTERNATE REVENUE SOURCE) BONDS,
ISSUED SEPTEMBER 30, 2000**

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, pursuant to Section 11-74.4-1, *et seq.*, of the Illinois Municipal Code, 65 ILCS 5/11-74.4-1, *et seq.*, the Village, by Ordinance No. 44-2000, adopted by the Board of Trustees of the Village of Bensenville (hereinafter, the "Board of Village Trustees") on September 19, 2000, authorized the issuance of certain \$1,160,000 General Obligation (Alternate Revenue Source) Bonds, Series 2000 ("Bonds"), for the purpose of providing funds to pay the costs of the 2000 Alternate Bond Purpose for redevelopment of the Heritage Square Redevelopment Project Area ("Project Area"), also known as Tax Increment Financing (TIF) Area 5 and legally described as set forth in Exhibit "A," which is attached hereto and incorporated here in by reference; and

WHEREAS, Ordinance No. 44-2000 authorized provided for the Bonds to be retired by the levy of a direct annual tax through 2019; and

WHEREAS, the Bonds in said amount and for said term were duly issued on September 30, 2000; and

WHEREAS, on December 15, 2010, the Bonds were fully redeemed by payment of the balance of the principal and interest on them; and

WHEREAS, because of the redemption of the Bonds, it is unnecessary to further levy taxes for their retirement; and

WHEREAS, the assessed valuation for all property within the Village has been determined; and

WHEREAS, the Village's levy ordinance for the Tax Year 2010 contained an item to be extended for payment on the Bonds, which item is unnecessary as result of the retirement of the Bonds; and

WHEREAS, all of the property within the Project Area is commercial or industrial property; and

WHEREAS, pursuant to Section 18-165 (a) (1) (A) of the Property Tax Code, 35 ILCS 200/18-165 (a) (1) (A), the Village is authorized to order the County Clerk to abate any portion of taxes for commercial and industrial property; and

WHEREAS, The President and Board of Village Trustees has consequently determined that it is appropriate to abate all taxes in their entirety for the Tax Years 2010 and thereafter through 2019 for the Bonds levied on property within the Project Area.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BENSENVILLE, DUPAGE COUNTY, ILLINOIS, as follows:

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

SECTION TWO: That, the assessed value for property within the Village having been determined, all taxes levied or to be levied for Tax Years 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, and 2019 on properties within the Heritage Square Redevelopment Project Area, also known as TIF 5, for the \$1,160,000 General Obligation (Alternate Revenue Source) Bonds, Series 2000, issued September 30, 2000, be abated in their entirety.

SECTION THREE: That the County Clerk of DuPage County is hereby ordered to abate the said taxes in their entirety.

SECTION FOUR: That the Village Clerk of the Village of Bensenville be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the statutes of the State of Illinois, and to file a certified copy of this Ordinance with the County Clerk of DuPage County.

SECTION FIVE: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED AND APPROVE by the President and Board of Trustees of the Village
of Bensenville, this ____ day of March 2011.

APPROVED

Frank Soto, Village President

ATTEST: _____
Jo Ellen Ridder, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 03/16/2011

DESCRIPTION: Approval of the short list of engineering firms to provide wastewater design engineering services for the Village of Bensenville over the next two years based on the results of a formal RFQ/RFP process

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: I & E (unanimous approval)

DATE: 03/15/2011

BACKGROUND: In late January, a Request for Qualifications / Request for Proposal (RFQ/RFP) for various Engineering Services was released with the intent to establish a short list of engineering firms that could provide the Village of Bensenville with the best service available. This process yielded seventy-eight (78) proposals from forty-eight (48) different engineering firms. Sixteen (16) firms submitted Statements of Qualifications and Proposals for Wastewater Design Engineering in response to our RFQ/RFP.

KEY ISSUES: An evaluation team consisting of in-house staff, our contracted wastewater operator, a Utilities Supervisor from a neighboring city, and a Wastewater Manager from a nearby wastewater plant ranked each firm based on Statement of Qualifications and individual approach to a proposal for the preparation of a new Facility Plan for our Wastewater Treatment Plant. The top six results of the evaluations were:

Firm	Weighted Total	Weighted Average
Baxter & Woodman, Inc.	689.0	86.13
Trotter and Associates, Inc.	668.0	83.50
Strand Associates, Inc.	637.5	79.69
Robinson Engineering, Ltd.	633.5	79.19
HR Green, Inc.	619.5	77.44
Walter E. Deuchler Associates, Inc.	618.5	77.31

All six of the firms listed above are well-qualified and experienced in the category of Wastewater Design Engineering with project and team experience that will serve the Village of Bensenville well. With the workload expected in the coming two years, I feel that a short list of six firms is appropriate.

ALTERNATIVES: N/A

RECOMMENDATION: Approve the six firms listed above for the Wastewater Design Engineering Short List.

BUDGET IMPACT: No fiscal impact to the Village

ACTION REQUIRED: Motion to approve Resolution that the Wastewater Design Engineering Short List include Baxter & Woodman, Inc., Trotter and Associates, Inc., Strand Associates, Inc., Robinson Engineering, Ltd., HR Green, Inc., and Walter E. Deuchler Associates, Inc.

Resolution No.

Approving the Wastewater Design Engineering Short List

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

THAT the Village Board approves the short list of the following six firms to provide professional engineering services as they relate to Wastewater Design:

Baxter & Woodman, Inc. of Itasca, IL
Trotter and Associates, Inc. of St. Charles, IL
Strand Associates, Inc., of Madison, WI
Robinson Engineering, Ltd., of South Holland, IL
HR Green, Inc., of McHenry, IL
Walter E. Deuchler Associates, Inc., of Aurora, IL

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2011.

APPROVED:

Frank Soto
Village President

ATTEST:

JoEllen Ridder
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



Village of Bensenville Department of Public Works

717 E. Jefferson Street
Bensenville, IL 60106
Phone (630) 350-3435 Fax (630) 594-1148

Memorandum 2011-07

Date: March 7, 2011
To: Michael Cassady, Village Manager
From: Joe Caracci, Director of Public Works
Subject: Wastewater Design Engineering Short List Recommendation

In late January, a Request for Qualifications / Request for Proposal (RFQ/RFP) for various Engineering Services was released with the intent to establish a short list of engineering firms that could provide the Village of Bensenville with the best service available. This process yielded seventy-eight (78) proposals from forty-eight (48) different engineering firms. Obviously, there are quite a few firms eager to work with our Village.

The second RFQ/RFP to be evaluated was for Wastewater Design Engineering. Services provided by engineering firms conducting wastewater design engineering include, but are not limited to:

- Wastewater treatment facility evaluation, modeling, analysis, and planning
- Preliminary and final design of facility upgrades and replacements
- Analysis and development of CMOM Programs
- Pump station analysis and design
- Selected collection system evaluations and analysis

Our Wastewater Treatment Plant has become outdated and neglected. There is a need to upgrade in order to become more efficient and prepare for the ever growing Federal mandates that will be upon us. In order to prepare for the future, we seek qualified engineering firms to assist in identifying the necessary improvements and designing upgrades to our plant.

Sixteen (16) firms submitted Statements of Qualifications and Proposals for Wastewater Design Engineering in response to our RFQ/RFP. Included in the RFQ/RFP was the RFP for the development of a Facility Plan for our treatment plant. Each of the 16 firms was evaluated on the following criteria:

1. Statement of Qualifications (40%) – An overall compilation of the firm's capabilities with respect to wastewater treatment plant design. This typically includes the firm's resume

of projects, available staffing and corresponding experience, experience with different funding sources, and references.

2. Proposal: Project Understanding (15%) – The firm’s thorough understanding of the proposed Facility Plan. The firm will typically summarize the project and note specific challenges/issues that they identify and provide their proposed solutions. This becomes the firm’s opportunity to display how they approach projects and challenges.
3. Proposal: Project Scope (15%) – The firm’s proposed scope of services and proposed schedule for preparing the Facility Plan. Included in the scope will be services they expect to provide, what agencies will included in the process and an overall expected schedule.
4. Proposal: Project Experience (15%) – This section is evaluated based on the experience firms have with preparing Facility Plans or Facility Plan Updates. The size of the plant, scope of the work, and overall outcome are considered during the evaluation.
5. Proposal: Project Team (15%) – Who the firm proposes to utilize for the Facility Plan preparation and what is there personal experience in Facility Plan preparation are the basis for the evaluation. Credentials (education, professional licensure, and work history) are considered during the evaluation. Any project success is typically due directly to the project team working on the project.

The Evaluation Team for the Wastewater Design Engineering RFQ/RFP consisted of individuals from both in-house staff and an outside individual. The team consisted of Joe Caracci (Director of Public Works), John Anderson (Assistant to the Director of Public Works), Ken Rubach (Public Works Supervisor), Ron Jaski (Utilities Supervisor), Mike Benarek (Engineering Technician), Dan Hughes (United Water Lead Operator), Dan Rosenwinkel (Utilities Supervisor for City of Elmhurst and formal Bensenville employee), and Erik Lanphier (Wastewater Manager for Glenbard Wastewater Authority).

Team member evaluated each firm on a scale of 1-10 for each of the four categories listed above. The scores were weighted according to the percentage indicated above to get a total possible score of 800. The top ten results of the scoring are included in the table below. The complete list is included as an attachment.

Firm	Weighted Total	Weighted Average
Baxter & Woodman, Inc.	689.0	86.13
Trotter and Associates, Inc.	668.0	83.50
Strand Associates, Inc.	637.5	79.69
Robinson Engineering, Ltd.	633.5	79.19
HR Green, Inc.	619.5	77.44
Walter E. Deuchler Associates, Inc.	618.5	77.31

Village of Bensenville

RJN Group, Inc.	523.0	65.38
Camp Dresser & Mckee, Inc.	520.5	65.06
Clark Dietz, Inc.	495.5	61.94
Lintech Engineering, Inc.	484.5	60.56

The top six firms seemed to stand out during the evaluation process. The experience, effort, and understanding of our plant was evident in these firm's submittals. With a few immediate needs in the plant and an overwhelming need to plan for our future (Facility Plan), I anticipate that the coming years will require the services of well qualified engineers. As we move forward with projects, it is my intent to select the firm best qualified and experienced with each particular scope of work.

At this time I am prepared to recommend that the top six firms from our RFQ/RFP process to be included on the village of Bensenville short list for Wastewater Design Engineering services. These firms include:

- Baxter & Woodman, Inc..
- Trotter and Associates, Inc..
- Strand Associates, Inc.
- Robinson Engineering, Ltd.
- HR Green, Inc.
- Walter E. Deuchler Associates, Inc.

The RFQ/RFP process yielded an overwhelming amount of paperwork as each firm submitted packages to best sell their company. Any and all submittals are available at Public Works should anyone be interested in reviewing them.

Wastewater Design Engineering Evaluation Results

Firm Name	Weighted Total	Weighted Average
BAXTER & WOODMAN, INC.	689	86.13
TROTTER AND ASSOCIATES, INC.	668	83.50
STRAND ASSOC., INC.	637.5	79.69
ROBINSON ENGINEERING, LTD.	633.5	79.19
HOWARD GREEN R. COMPANY	619.5	77.44
WALTER E. DEUCHLER & ASSOCIATES, INC.	618.5	77.31
RJN GROUP, INC.	523	65.38
CAMP DRESSER & MCKEE, INC.	520.5	65.06
CLARK DIETZ, INC.	495.5	61.94
LINTECH ENGINEERING LTD	484.5	60.56
RHMG, INC.	470	58.75
ESI CONSULTANTS, LTD.	469	58.63
ROBERT E. HAMILTON	447	55.88
CBBEL	402	50.25
PATRICK ENGINEERING, INC.	344.75	43.09
MILHOUSE ENG. & CONSTRUCTION, INC.	324	40.50

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 03/16/2011

DESCRIPTION: Approval of the short list of engineering firms to provide resident engineering services for the Village of Bensenville over the next two years based on the results of a formal RFQ/RFP process

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: I & E (4-0 approval adding Primera) **DATE:** 03/15/2011

BACKGROUND: In late January, a Request for Qualifications / Request for Proposal (RFQ/RFP) for various Engineering Services was released with the intent to establish a short list of engineering firms that could provide the Village of Bensenville with the best service available. This process yielded seventy-eight (78) proposals from forty-eight (48) different engineering firms. Twenty-eight (28) firms submitted Statements of Qualifications and Proposals for Resident Engineering in response to our RFQ/RFP.

KEY ISSUES: An evaluation team consisting of in-house staff and a Public Works director from another municipality ranked each firm based on Statement of Qualifications and individual approach to a proposal for the Northern Industrial Park Project. The top five results of the evaluations were:

Firm	Weighted Total	Weighted Average
Civiltech Engineering, Inc.	495.5	82.58
Bollinger, Lach and Associates, Inc.	494.5	82.42
Baxter & Woodman, Inc.	430.0	71.67
Thomas Engineering Group, LLC	416.5	69.42
Engineering Enterprises, Inc.	409.5	68.25
<i>Primera Engineers, Ltd.</i>	*	*

All five of the firms listed above are well-qualified and experienced in the category of Resident Engineering with project and team experience that will serve the Village of Bensenville well. With the workload expected in the coming two years, I feel that a short list of five firms is appropriate.

**At Committee on March 15, 2011, recommendation was made to add Primera Engineers, Ltd. to the short list as the Village's preferred minority (MBE/DBE).*

ALTERNATIVES: N/A

RECOMMENDATION: Approve the six firms listed above be considered for the Resident Engineering Short List.

BUDGET IMPACT: No fiscal impact to the Village

ACTION REQUIRED: Motion to approve that the Resident Engineering Short List include Civiltech Engineering, Inc., Bollinger, Lach and Associates, Inc., Baxter & Woodman, Inc., Thomas Engineering Group, LLC, Engineering Enterprises, Inc., and *Primera Engineers, Ltd.*

Resolution No.

Approving the Resident Engineering Short List

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

THAT the Village Board approves the short list of the following six firms to provide professional engineering services as they relate to Resident Engineering:

Bollinger, Lach and Associates, Inc. of Itasca, IL
Baxter & Woodman, Inc. of Itasca, IL
Civiltech Engineering, Inc. of Itasca, IL
Engineering Enterprises, Inc. of Sugar Grove, IL
Primera Engineers, Ltd. Of Chicago, IL
Thomas Engineering Group, LLC of Oak Park, IL

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2011.

APPROVED:

Frank Soto
Village President

ATTEST:

JoEllen Ridder
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



Village of Bensenville Department of Public Works

717 E. Jefferson Street
Bensenville, IL 60106
Phone (630) 350-3435 Fax (630) 594-1148

Memorandum 2011-05

Date: March 7, 2011
To: Michael Cassady, Village Manager
From: Joe Caracci, Director of Public Works
Subject: Resident Engineering Short List Recommendation

In late January, a Request for Qualifications / Request for Proposal (RFQ/RFP) for various Engineering Services was released with the intent to establish a short list of engineering firms that could provide the Village of Bensenville with the best service available. This process yielded seventy-eight (78) proposals from forty-eight (48) different engineering firms. Obviously, there are quite a few firms eager to work with our Village.

The first RFQ/RFP to be evaluated was for Resident Engineering. Services provided by engineering firms conducting resident engineering include, but are not limited to:

- Construction observation
- Construction layout and staking (surveying)
- Community / Public relations
- Preparation of record drawings
- Preparation and oversight of pay estimates and change orders
- Construction documentation

The Resident Engineer serves as the Village's liaison with the contractor and public in general. A successful project starts and ends with a well-qualified Resident Engineer.

Twenty-eight (28) firms submitted Statements of Qualifications and Proposals for Resident Engineering in response to our RFQ/RFP. Included in the RFQ/RFP was the RFP for Resident Engineering services associated with our much anticipated Northern Industrial Park Improvements Project. Each of the 28 firms was evaluated on the following criteria:

1. Statement of Qualifications (40%) – An overall compilation of the firm's capabilities. This typically includes the firm's resume of projects, available staffing and corresponding

experience, certifications (i.e. IDOT Prequalification), experience with different funding sources, and references.

2. Proposal: Project Understanding (15%) – The firm’s thorough understanding of the Northern Industrial Park Project. The firm will typically summarize the project and note specific challenges/issues that they identify and provide their proposed solutions. This becomes the firm’s opportunity to display how they approach projects and challenges.
3. Proposal: Project Scope (15%) – The firm’s proposed scope of services on the Northern Industrial Park Project. The firm will typically explain exactly what they propose to do on the project and how they will do it.
4. Proposal: Project Team (30%) – Who the firm proposes to utilize on the Northern Industrial Park Project. The success of any project lies with the proposed project team. Of particular importance is the Lead Resident Engineer. The evaluation team looked for experienced Resident Engineers with large project experience. Those with industrial park experience were ranked accordingly. This section also allows the evaluation team to gauge whether or not the firm proposed the necessary staffing and experience for a project of this size.

The Evaluation Team for the Resident Engineering RFQ/RFP consisted of individuals from both in-house staff and an outside individual. The team consisted of Joe Caracci (Director of Public Works), John Anderson (Assistant to the Director of Public Works), Ken Rubach (Public Works Supervisor), Ron Jaski (Utilities Supervisor), Mike Benarek (Engineering Technician), and Dan Dinges (Director of Public Works for City of Geneva).

Team member evaluated each firm on a scale of 1-10 for each of the four categories listed above. The scores were weighted according to the percentage indicated above to get a total possible score of 600. The top ten results of the scoring are included in the table below. The complete list is included as an attachment.

Firm	Weighted Total	Weighted Average
Civiltech Engineering, Inc.	495.5	82.58
Bollinger, Lach and Associates, Inc.	494.5	82.42
Baxter & Woodman, Inc.	430.0	71.67
Thomas Engineering Group, LLC	416.5	69.42
Engineering Enterprises, Inc.	409.5	68.25
Trotter and Associates, Inc.	407.0	67.83
ESI Consultants, Ltd.	403.0	67.17
Robinson Engineering, Ltd.	402.0	67.00
Christopher B. Burke Engineering, Ltd.	392.5	65.42

Village of Bensenville

HR Green, Inc.	386.5	64.42
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All ten of the firms listed above are well qualified and experienced in the category of Resident Engineering. With the workload expected in the coming two years, I feel that a short list of five firms is appropriate. As we move forward with projects, it is my intent to select the firm best qualified and experienced with each particular scope of work.

At this time I am prepared to recommend that the top five firms from our RFQ/RFP process to be included on the village of Bensenville short list for Resident Engineering services. These firms include:

- Civiltech Engineering, Inc.
- Bollinger, Lach and Associates, Inc.
- Baxter & Woodman, Inc.
- Thomas Engineering Group, LLC
- Engineering Enterprises, Inc.

The RFQ/RFP process yielded an overwhelming amount of paperwork as each firm submitted packages to best sell their company. Any and all submittals are available at Public Works should anyone be interested in reviewing them.

Resident Engineering Evaluation Results

Firm Name	Weighted Total	Weighted Average
CIVIL TECH ENGINEERING, INC.	495.5	82.58
B.L.A., INC. (DBA BOLLINGER, LACH)	494.5	82.42
BAXTER & WOODMAN, INC.	430	71.67
THOMAS ENGINEERING GROUP, LLC	416.5	69.42
ENGINEERING ENTERPRISES, INC.	409.5	68.25
TROTTER AND ASSOCIATES, INC.	407	67.83
ESI CONSULTANTS, LTD.	403	67.17
ROBINSON ENGINEERING, LTD.	402	67.00
BURKE, CHRISTOPHER B. ENG., LTD	392.5	65.42
HOWARD GREEN R. COMPANY	386.5	64.42
ENGINEERING RESOURCE ASSOC., INC.	367.5	61.25
STRAND ASSOC., INC.	367	61.17
HAMPTON, LENZINI AND RENWICK, INC.	360.5	60.08
CIORBA GROUP, INC.	351.5	58.58
ROBERT E. HAMILTON	348	58.00
GEWALT HAMILTON	345.5	57.58
HANCOCK ENGINEERING	333.5	55.58
PAVIA-MARTING & CO.	326.5	54.42
KUDRNA & ASSOC., LTD	306	51.00
BENES, JAMES J & ASSOC., INC.	299	49.83
BONESTROO, INC.	296.5	49.42
BOWMAN, BARRETT & ASSOCIATES, INC.	296.5	49.42
PRIMERA	290.5	48.42
CLARK DIETZ, INC.	264.5	44.08
R&G	259	43.17
PATRICK ENGINEERING, INC.	238.5	39.75
RHMG, INC.	221	36.83
ARDMORE ASSOCIATES	167.5	27.92

TYPE: Resolution SUBMITTED BY: Joe Caracci DATE: 03/16/2011

DESCRIPTION: Resolution to approve a contract with Civiltech Engineering, Inc. to perform construction engineering services for the Northern Industrial Park SSA Project

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: I & E (unanimous approval)

DATE: 03/15/2011

BACKGROUND: The Northern Industrial Park SSA Project stands to be one of the more important projects that we plan to perform over the next few years as we begin to rebuild Bensenville. Our planned improvements will tackle our infrastructure problems and restore this area of the Village to last for years to come. With a project of this magnitude, it is very important to get a construction engineering firm on board as quickly as possible and get them started interacting with our business / industrial community. As part of our recently completed RFQ/RFP process for Resident Engineering Services, we requested proposals for the Northern Industrial Park Project. Based upon the submittals and the evaluation process of 28 firms, Civiltech Engineering was selected as the best qualified firm to work on this project. Civiltech has experience overseeing Industrial Park projects, has a solid proposed team to conduct the work, and is eager to show their abilities to the Village of Bensenville.

KEY ISSUES: Civiltech Engineering was asked to provide work effort and fee associated with the Northern Industrial Park Project. The proposed assignment scope includes on-site inspections, review of project layout, construction documentation, material testing and preparation of record drawings. The material testing required for the project will be performed by Midland Standard Engineering and Testing, Inc. as a sub-consultant, and includes all sub-grade, concrete and asphalt pavement assessments and observations.

Civiltech's proposed work effort and fee totals \$1,596,351, of which, about \$183,000 is included for material testing. This not-to-exceed fee equates to 7.6% of the Engineer's estimated cost for the project which currently is \$20,885,000 (base bid in asphalt). Construction engineering costs typically fall in the 7-10% range.

RECOMMENDATION: Approval of the contract proposed by Civiltech Engineering, Inc. of Itasca, IL to perform construction engineering services for the Northern Industrial Park SSA Project.

ALTERNATIVES: N/A

BUDGET IMPACT: This is a budgeted item for FY 11. Costs will be split between TIF and SSA accounts.

ACTION REQUIRED: A motion to approve a Resolution authorizing the Village Manager to execute a purchase order and other associated documents to Civiltech Engineering, Inc. of Itasca, IL to perform construction engineering services for the Northern Industrial Park SSA Project.

Resolution No.

**Authorizing the Execution of a Purchase Order and Contract for engineering design
services for Northern Industrial Park SSA Project to
Civiltech Engineering, Inc.**

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

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents to Civiltech Engineering, Inc. of Itasca, IL for construction engineering services for the Northern Industrial Park SSA Project for an amount of \$1,596,351.00.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2011.

APPROVED:

Frank Soto
Village President

ATTEST:

JoEllen Ridder
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



VILLAGE OF BENSENVILLE CONTRACT

CONTRACT DOCUMENT NUMBER PW-2011-04

This agreement is made this 22nd day of March, 2011, between and shall be binding upon the VILLAGE of Bensenville, an Illinois municipal Corporation hereinafter referred to as the "VILLAGE" and Civiltech Engineering, Inc., hereinafter referred to as the "ENGINEER" and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the ENGINEER agrees to perform the services and the VILLAGE agrees to pay for the following services as set forth in the contract documents:

Resident Engineering Services for the North Industrial Special Services Area Roadway, Streambank Stabilization and Utility Improvements Project

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. Request for Qualifications and Request for Proposal (January 28, 2011) consisting of the following:
 - i. Cover Sheet
 - ii. Table of Contents
 - iii. General Provisions
 - iv. Special Provisions
 - v. Request for Qualifications Resident Engineering Short List
 - vi. Instructions Regarding the Consultant Evaluation Form
 - vii. Instructions Regarding the Statement of Qualifications Form
 - viii. Consultant Evaluation Form
 - ix. Statement of Qualifications Form
 - x. Engineer's Certification Form
 - b. ENGINEER'S Statement of Qualifications and Resident Engineering Services Proposal Dated February 18, 2011
 - c. ENGINEER'S Scope of Services and Work Effort and Fee Submittal
 - d. Required Certificates and Signatures and Certificate of Insurance

2. The VILLAGE agrees to pay, and the ENGINEER agrees to accept as full payment for the services which are the subject matter of this contract in accordance with the General Provisions.
3. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Bensenville, Illinois by Frank Soto, Village President, and the ENGINEER have hereunto set their hands this _____ day of _____ 20__.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Civiltech Engineering Inc.

Accepted this _____ day of _____, 20__.

Individual or Partnership _____ Corporation _____

By

Position/Title

By

Position/Title

THE VILLAGE OF BENSENVILLE, ILLINOIS

Accepted this _____ day of _____, 20__.

Frank Soto, Village President

Attest:

JoEllen Ridder, Village Clerk

VILLAGE OF BENSENVILLE ENGINEER'S CERTIFICATION

_____, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

_____, having submitted a proposal for:
(Name of Company)

Resident Engineering Services for the North Industrial Special Services Area Roadway, Streambank
Stabilization and Utility Improvements Project

to the Village of Bensenville, hereby certifies that said ENGINEER:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved 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.
3. 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 _____
(Name of employee/driver or "all employee drivers")
is/are currently participating in a drug and alcohol testing program pursuant to the
aforementioned rules.

By: _____
Officer or Owner of Company named above

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

Notary Public

LOCAL GOVERNMENT PROMPT PAYMENT ACT

AN ACT to create the "Local Government Prompt Payment Act", and to amend certain Acts named therein. P.A. 84-731, approved Sept., 21, 1986, eff. July 1, 1987.

5601. Short title

1. This Act shall be known and may be cited as the "Local Government Prompt Payment Act".

5602. Application

2. This Act shall apply to every county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other government units. It shall not apply to the State or any office, officer, department, division bureau, board, commission, university, or similar agency of the State, except as provided in Section 7.1

Amended by P.A. 85-1159, 2-2, eff. Aug. 4, 1988.

Paragraph 5607 of this chapter.

5603. Approval of bills

3. The appropriate local government official or agency receiving goods or services must approve or disapprove a bill from a vendor for goods or services furnished the local governmental agency within 30 days after the receipt of such bill or within 30 days after the date on which the goods or services were received, whichever is later. When safety or quality assurance testing of goods by the local governmental agency is necessary before the approval or disapproval of a bill and such testing cannot be completed within 30 days after receipt of the goods approved or disapproved of the bill must be made upon completion of the testing or within 60 days after receipt of the goods, whichever occurs first. Written notice shall be mailed to the vendor immediately if a bill is disapproved.

5604. Payment of bills - Penalty

4. Any bill approved for payment pursuant to Section 3.1 shall be paid within 30 days after the date of approval. If payment is not made within such 30 day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each month or fraction thereof after the expiration of such 30 day period, until final payment is made.

Paragraph 5603 of this chapter.

5605. Failure to approve bills - Penalty for late payment.

5. If the local government official or agency whose approval is required for any bill fails to approve or disapprove that bill within the period provided for approval by Section 3.1 the penalty for late payment of that bill shall be computed from the date 60 days after the receipt of that bill or the date 60 days after the goods or services are received, whichever is later.

Paragraph 5603 of this chapter.

LOCAL GOVERNMENT PROMPT PAYMENT ACT (CONTINUED)

5606. Time periods

6. The time periods specified in Section 3, 4 and 5.1 as they pertain to particular goods or services, are superseded by any greater time periods as agreed to by the local government agency and the particular vendor.

Added by P.A. 85-1159, 2.2, eff. Aug. 4, 1988.

Paragraph 5603, 5604 and 5605 of this chapter.

5607. Funds appropriated or controlled by state - Certification

7. If funds from which the local governmental official or agency is to pay for goods or services are funds appropriated or controlled by the State, then the local governmental official or agency may certify to the State Treasurer, Comptroller and State agency responsible for administering such funds that a specified amount is anticipated to be necessary within 45 days after certification to pay for specified goods or services and that such amount is not currently available to the local governmental official or agency. The State Treasurer, Comptroller and State agency shall then expedite distribution of funds to the local governmental unit to make such payments. The certification shall be mailed on the date of certification by certified U.S. mail, return receipt requested. Any interest penalty incurred by the local governmental unit under Section 3 or 4.1 because of the failure of funds to be distributed from the State to the local governmental unit within 45 day period shall be reimbursed by the State to the local governmental unit as an amount in addition to the funds to be otherwise distributed from the State.

Added by P.A. 85-1159 2-2, eff. Aug. 4, 1988.

Paragraph 5603 or 5604 of this chapter.

Exhibit A

North Industrial Park Special Service Area Roadway, Streambank Stabilization, and Utility Improvements

Civiltech Engineering

SCOPE OF SERVICES

Civiltech will provide a Senior Resident Engineer, Resident Engineer, Assistant Resident Engineer, Inspectors, and Surveyor as needed who are fully experienced in the administration of the contract work listed above. When the amount or type of work necessitates it, additional inspectors, designers, or structural engineers will be available. Our Senior Resident Engineer will act as a liaison between the Village of Bensenville and the contractor, residents, business owners, and any other concerned party.

The Resident Engineer and Project Manager will be responsible for when the additional inspectors are assigned while keeping the budget in mind. A Project Manager will also ensure the quality of our services and facilitate the multiple levels of coordination that are required for a project of this complexity. Our surveyor will be available for initial layout of control points and construction staking verification, and our Resident Engineer is also qualified to perform the layout. We agree with all the tasks listed in the Village's General Scope of Services which are attached for reference, and we would like to expand upon them in more detail.

COORDINATION

Our project team excels as liaisons between our clients and the multiple stakeholders of a project. We will coordinate all project issues with the involved parties and relate them back to the Village for your information or approval. We understand that close communication with the Village, businesses, and IDOT is of the utmost importance. Our goal will be to preempt any calls to the Village regarding the projects, since we would have already been in contact with that utility, property owner, business, developer, etc. We will update the Village on the status of any issues and forward recommendations when needed. Our status updates to the Village will include any major project issues and their effect on the progress schedule.

Civiltech will hold progress meetings every week or as often as needed, depending on the amount of project activity. All concern parties will be invited. The contractors will be required to provide and discuss a two week look-ahead schedule. The first portion of the meeting will be devoted to the coordination of project work and schedule between all of the concerned participants, the contractor, Village Departments including the Police and Fire Departments, and especially the Village. This is an invaluable tool to keep all informed, preempt initial calls to the Village, and keep on track towards a successful completion of the projects. When concerns of the individual parties have been satisfied, they may leave, and we will continue with more in depth project monitoring with the contractor regarding pay items, contract changes, staging, status of submittals, overall schedule, etc. We will work with the contractor to resolve all issues and keep the project moving forward. The actual progress of the project will be closely tracked as it compares with the overall project schedule. If a contractor falls behind, we will investigate and recommend possibilities to get back on schedule. Meeting minutes will be prepared, distributed to the appropriate parties, and filed in the project records. Civiltech's experience with bringing projects to a successful completion through our detailed construction inspection and administration services, as well as thorough coordination, has been proven on many of our past projects.

Coordination with the company / companies that operate the railroad spurs will be required for flaggers, and potential crossings replacements during the road construction. We know the challenges of working with railroads, and our experience will show as we provide ample time for their reviews of any adjacent work near their tracks.

We have established relationships and coordination experience with IDOT, DuPage County, and many other agencies whose input will be needed to successfully complete this project. Our inspection abilities with regard to pavement reconstruction, undercuts for a stable base, railroads, under ground work, utility coordination, and many other roadway items have been proven over the years on multiple similar projects. Our true strength and experience shows best when we are solving unknown problems which arise on all projects.

COMMUNICATION / PUBLIC NOTIFICATION

Public notification and communication will be critical for this improvement. Civiltech is committed to keeping all the involved parties fully informed so they can be contributing players. Proper notification will be accomplished with multiple forms of communication from changeable message signs along the project to informational flyers to what we consider the best communication which is face to face with the actual owners / operators of the individual properties.

Public Meetings

We have had success on past projects with an informal open house style Public Meeting prior to construction. In order to keep the lines of communication with the businesses fully open, we will host and / or participate in a Public Information Meeting before construction when the contractor and their schedule become known. An additional meeting between stages of construction or during the project's progress can also be included. We will build on the contacts made at these meetings so that each property along the project is well informed and becomes a true stakeholder in the process. It is this personal contact that brought success to our former projects and will solve the coordination and information challenges of this improvement as well. When people understand what needs to happen in front of their property and how long each activity will last, they can better accommodate the work and still get their business done. We have received many compliments and "thank you's" from satisfied property owners who were truly part of the process. The inconvenience of the rehabilitation is greatly reduced when the stakeholder is working with us to determine the best solution.

Website

Civiltech has developed and supported dynamic websites for previous projects, and will create one for this project. Of course the most important aspect of the webpage would be to announce construction alerts, stage changes, other news concerning the project, and be able to accept and answer questions regarding the improvement. We would keep the site updated with pertinent information and photos. It is an excellent and efficient tool for spreading project status and keeping the public fully informed. We will have a person dedicated to maintaining the website with daily and even more frequent updates regarding the construction status. Visitors to the website will be able to contact our website administrator either over the internet or the provided phone number. We are committed to having a person answer the phone or call back within a very short time. A friendly voice on the end of the line is one of the most calming features of good communications. If the question cannot be answered immediately, our administrator will have the Senior RE contact the resident. The phone number of the Senior RE will be given out regardless of whether the question is answered immediately or not. The North Industrial SSA Improvement website will be attractive and informative. Most visitors will be satisfied and have their questions answered on the spot through the ample amounts of project information that will be listed.

Individual Contact and Communication

We will have one point of contact for the individual stakeholders along the project. That point of contact will be our Senior Resident Engineer. This has proven to be very successful

on past projects as the best way to keep everyone fully informed and a working partner on the improvement. Initial contact may come from the website, but once the representative from each property is known, our Senior RE will communicate all information regarding their portion of the project directly with them. We will communicate in detail what work will occur in front of their establishments, when to expect the work, and how long it will last. The schedule of the work is always a difficult item to nail down with contractors, so we will enforce that they provide realistic time frames for driveway access which if not met will be corrected with an assessed fine. Working with the individual business representatives to determine the best access and schedule for construction has been proven on our past business park projects to be the best method to make certain that their concerns are met and their operations run as smooth as they can.

CONSTRUCTION ENGINEERING SERVICES

Civiltech's team will accomplish the goal of providing the excellent Construction Engineering Services we are known for by using our typical project approach, which has brought us success on our past projects. Our project approach will be to divide the work into three phases:

- Pre-construction
- Construction
- Completion and Final

Pre-construction

Plan Review

Civiltech has performed and will continue with an even more detailed review of the plans and special provisions as they relate to the most recent existing conditions on site to determine if there are any potential conflicts that could be addressed and resolved before construction.

Stakeholder Coordination

We will initiate or continue coordination with all stakeholders in the project including businesses, developers, adjacent contractors, utilities, other agencies, and property owners. Pre-project field meetings will be held with any of the above mentioned entities necessary to resolve potential issues and keep them fully informed. All concerned parties would be encouraged to attend the Pre-construction Meeting.

Contractors and Contacts

A list of names, addresses, and telephone numbers (especially 24 hour emergency contact numbers) will be compiled and maintained for all contractors, subcontractors, material suppliers, and any others pertinent to the project. We will make recommendations to the Village regarding the suitability of the proposed subcontractors.

Traffic Staging Review

The staging and maintenance of traffic will be reviewed as they relate to field conditions. We will forward our comments to the contractor highlighting concerns that may limit traffic moving safely while the contractor has enough room to work.

Field Review

We will thoroughly investigate the field conditions of the project exposing conflicts so that the proposed improvements can be constructed without them. The geometric control points will be set at this time as well.

Initial Documentation

Field books, quantity book, diary, and all other forms of proper project documentation will be set up per Illinois Department of Transportation (IDOT) Standards. Existing conditions photos will be taken. Important submittals will be requested from the contractor and they will be required to show those submittals on their proposed schedule.

Progress Schedule Review

We will review the contractor's proposed schedule for constructability, to verify that all controlling as well as major items are shown within the context of the staging, and whether it is reasonable as compared to our experience with production rates.

Construction

Construction Layout Verification

Our Resident Engineer or surveyor will provide the construction layout verification and their interpretation of the grades. Before any material is placed, a final review will be made checking that the proposed lines and grades have been met, make sense, and all transitions are smooth.

On Site Inspection

Civiltech will perform all on site inspection of the contractors' work and operations enforcing compliance with the plans and specifications. Any variations found will either be corrected or a sound solution will be formulated and forwarded to the Village for approval.

Individual Item Inspection

Our project team has substantial experience with bituminous paving which will be used to guide the contractor. We will conduct a pre-pave meeting to establish the best practices with the contractor, reviewing the proper equipment needed, size of crew, and rate of placement. Among all the requirements, we will focus on proper equipment, especially the use of a ski for smoothness and the required rollers to achieve density. The underground work will be closely coordinated with the contractor and utilities. Our abilities in this type of work will be evident as unknown conflicts that arise are quickly resolved. Our abilities are enhanced by the powerful backup team of designers who are available should questions arise.

Material Testing and Quality Assurance

It is understood that the contractor will be performing Quality Control for the materials incorporated into this project. We will provide Quality Assurance for material inspection at HMA and PCC plants as well as the job site with our sub-consultant Midland Standard Engineering & Testing, Inc. Reports will be completed daily. Our IDOT Level II trained Resident Engineer and assistant can perform the on-site QA material testing for small quantities when needed. We have the knowledge and capability to respond quickly to any material problems that may arise. We will keep in constant communication, so recommendations for changes if needed can be submitted and approved without delaying the project. As always, any items lacking proper inspection from the contractor will be measured, but not paid. We will deliver updated holdback reports to the contractors, so they know what is deficient and can re-familiarize themselves with what we have already instructed them is required for payment.

Project Documentation

Civiltech will document all project activities daily in the diary, field books, and inspectors' daily reports (IDR's). Weekly reports of the project's progress will be forwarded to the Village and the contractor. These weekly reports will be one of the tools used to review the progress of the work with the contractor and what should be done to stay on schedule. Measurements of work completed will be documented daily, posted to the quantity book, and when possible, agreed to with the contractor.

Submittal Review

Important submittals will be required from the contractor early on in the project and repeatedly requested if they are not received in a timely fashion. We will review them, return them to the contractor for any revisions, and forward them to the Village with our recommendations for approval. A status file of submittals will be maintained for tracking purposes, and we will verify that what is shown in the approved submittal is incorporated into the project. Any contractor requests for information or changes will also be reviewed and recommendations given to the Village.

Contract Changes

No substantial changes in contract work or quantities will be done without the prior approval of the Village of Bensenville and IDOT. We will investigate the reason for any change and forward our recommendations to the Village for approval. As the Village's representative and as part of our construction engineering services, our Resident Engineer will make decisions and interpretations regarding the improvement that do not substantially increase the cost or negatively affect its overall quality. We will keep the Village informed of these decisions and, as mentioned above, seek their opinion on items that will impact the overall projects. Actual authorizations for change orders will include all necessary items and detailed reasons. We will maintain a record of the dollar total for all changes and provide direction toward keeping the costs within the budget.

Pay Estimates

Pay estimates will be compiled regularly as a reasonable amount of work is completed, typically on a monthly basis. Only items that have been measured and thoroughly checked in the quantity book and IDR's will be placed on the estimates. The contractor will have an opportunity to review them as well before processing, but as stated before, no item will be paid without the proper material inspection.

Traffic Control Inspection

Civiltech will review the traffic control for correct installation. We will look for and enforce not only compliance with the traffic control standards, but keep an eye towards how it appears to the everyday motorists. It should be clear where to safely travel. The traffic control will be inspected at least twice a day and in actuality whenever we travel through the project. Night inspections for verifying equipment reflectivity, steady-burn light outages, striping, and after hours traffic safety will be performed regularly. We will keep the Village and the contractor informed of the traffic control status daily, document any deficiencies, and forward them onto the contractor for immediate action. Should the contractor fail to correct the deficiencies in a

timely manner, they will be charged damages per the contract. It should be clear where to travel through a project that is safely controlled.

Completion and Final

Contractor's Punchlist

We will enlist items from all those involved with the project. Then, after our detailed inspection and the Village of Bensenville's full input, we will produce a final punchlist for the contractor to finish before the project will be considered complete. Constant communication and follow up with the contractor will be performed to ensure that all items and stakeholders are satisfied with the completed work. Only when all punchlist items are completed will we make recommendations to the Village concerning final acceptance.

Final Inspection

The final inspection for the project will be held when all items of the punchlist have been completed. We will conduct the final inspection with all interested parties present, most importantly the Village's representatives. Separate final inspections will be held when required by other agencies, such as IDOT.

Final Documentation

All pay items will be final measured, calculated, and checked. They will be marked and posted as final on the IDR's and in the quantity book. We will provide all supporting documentation, as well as the necessary cross referencing, so the final quantities are clear and can be easily verified.

Material Certification

We will work closely with the contractor to resolve all the material deficiencies that may still be present on the holdback reports. Any material inspection required for quality assurance will be reviewed for accuracy and completeness. We are committed to resolving all material deficiencies. However, if after we do all we possibly can to help and the contractor still can not provide what is needed, those deficient items will not be paid.

Final Pay Estimate

Only after all final measurements have been verified and material inspection assured will we create the final pay estimate and forward it to the Village for approval.

Project Records

Civiltech will compile all the project records in an orderly fashion. They will be labeled, arranged, and a table of contents provided for easy review. The completed set of records will be promptly submitted to the Village of Bensenville.

Our Resident Engineer will be responsible for decisions, such as when to call in our surveyor or when to perform the work themselves. It is with good staff planning that Civiltech stays within project budgets. Our knowledge of IDOT's Quality Assurance requirements keeps the cost for material inspection to a minimum by only testing at the needed frequency. We enforce that the contractor's Quality Control provides the full amount of testing as required.

UTILITY COORDINATION

As soon as allowable, Civiltech would continue the utility coordination already accomplished for this project, and keep all parties informed of the deadlines that will allow the contract work to move forward. It should still be anticipated that some facilities will be in conflict during the project and other unknown conflicts will appear. The large amount of underground work will necessitate coordination with multiple utility companies. The contractors and their subcontractors must work closely with affected utilities and incorporate any relocation schedules into their own. Civiltech will include utility discussions at the progress meetings and promote the essential coordination between the utility companies and the contractor.

PLAN REVISION REFLECTING AS-BUILT CONDITIONS

The contractor's record drawings will be reviewed for accuracy and all dimensions shown will be verified. We will also provide a detailed set of "As Built" drawings for the Village's permanent records in the size, format, and on the type of paper as directed. All changes will be noted and the drawings will be reproducible. We have the capability to document "As Built" conditions with GIS. Civiltech has found that the best method to create an accurate record drawing is to update an original plan set as the project progresses, not just at the end. This method also ensures a timely completion of the record sets.

KANE COUNTY

Division of Transportation

Kirk Road and IL Rt 56

Intersection Improvement

[Home](#) | [About the Project](#) | [Schedule](#) | [See Our Progress](#) | [Project Gallery](#) | [The Team](#) | [Contact us](#)

Kirk Road and IL Route 56

09.22.08 – CONSTRUCTION UPDATE:
LANDSCAPING WORK

Last week the Contractor completed most of the landscaping work in the Kirk and Farnsworth medians. There are also 15 trees that will be planted in the month of October.


08.29.08 – CONSTRUCTION UPDATE
ALL INTERSECTION LANES OPEN!

As of today the Contractor has finished all major construction activities related to the intersection improvement. All lanes of traffic are now open.

Over the next four weeks the Contractor will be on site to finish miscellaneous items such as landscaping, roadway lighting and general site clean-up.

Please continue to stay alert and obey the construction speed limits while driving through the intersection. Thank you for your continued patience.

08.08.08 – TRAFFIC ALERT



Progress Meter

90%

Kirk Road aerial

Kirk Road and IL Route 56

The Kirk Road and Illinois Route 56 Intersection Improvement project began in September of 2007 and is scheduled for completion in August 2008.

Please use this website to keep up on project status, detours, and construction photos.



WEB SITE EXAMPLE

Civiltech has hosted a number of project related web sites. Shown here is the web site we did for **Kane County Division of Transportation's Kirk Road and Route 56** project.

RESIDENT ENGINEERING

GENERAL SCOPE OF SERVICES

The ENGINEER will perform or be responsible for the performance of the following services in connection with this project. The ENGINEER shall furnish or cause to be furnished qualified engineers, construction observers and / or technical personnel to perform the following services including, but not limited to, the following tasks:

1. Attend and lead a pre-construction conference with the contractor, VILLAGE, and other parties.
2. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
3. Review the construction schedule submitted by the contractor for compliance with the contract.
4. Check and approve, or reject and request resubmittal of, any submittals made by the contractor for compliance with the contract documents.
5. Provide all construction staking. Establish all base lines, construction stakes, and benchmarks necessary for locating the principal components of the work.
6. Observe the progress and quality of the executed work. Determine if the work is proceeding in accordance with the Contract Documents. The ENGINEER shall keep the VILLAGE informed of the progress of the work, guard the VILLAGE against defects and deficiencies in the work, advise the VILLAGE of all observed deficiencies of the work and disapprove or reject all work failing to conform to the Contract Documents.
7. Provide extensive on-site observations of the work in progress and field checks of materials and equipment through a Resident Engineer or Inspector, who shall:
 - Serve as the VILLAGE'S liaison with the contractor working principally through the contractor's field superintendent.
 - Be present whenever the contractor is performing work on-site, associated with the project.
 - Cooperate with the contractor in dealing with the various local agencies having jurisdiction over the Project in order to complete service connections to public utilities and facilities.
 - Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
 - Review contractor's progress on a regularly scheduled basis (weekly or other appropriate interval) and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule.
 - Arrange for any required material testing required under the contract with the ENGINEER'S geotechnical consultant.
 - Coordinate with residents and VILLAGE regarding the Village's sidewalk policy and the Village's driveway apron upgrade program within the project area. Answer resident questions concerning the policy, program and the project.
 - Perform weekly barricade checks. The inspection shall be made between sunset and sunrise. The Barricade Check Reports shall be completed and delivered to the Public Works Department. Notify the contractor of, and take appropriate steps to correct, any deficiencies noted.
 - Maintain orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract.
 - Record names, addresses and telephone numbers of all contractors, subcontractors, and major material suppliers.

- Prepare payment requisitions and change orders. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the VILLAGE.
 - Prior to final inspection, submit to the contractor a list of observed items requiring correction and verify that each correction has been made.
 - Conduct final inspection with the VILLAGE and prepare a final list of items to be corrected.
 - Verify that all items on the final list have been corrected and make recommendations to the VILLAGE concerning project acceptance.
 - Except upon written instructions of the VILLAGE, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
 - Prepare and distribute daily / weekly / bi-weekly / monthly informational notifications / newsletters for residents and businesses.
 - Carry and utilize a Nextel compatible phone during contractor's working hours (usually 7a.m. to 5 p.m.).
8. Keep an inspector's daily report book in the VILLAGE'S format, or other required format appropriate for the project, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials.
 9. Determine if the project has been completed in accordance with the contract document and if the contractor has fulfilled all obligations.
 10. Shop Drawings and Contractor Submittals:
 - Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
 - Review Contractor's submittals for compliance with contract documents. Notify the VILLAGE of any deviations or substitutions. With the notification, provide the VILLAGE with a recommendation for acceptance or denial, and request direction from the VILLAGE regarding the deviation or substitution.
 - Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the VILLAGE when it is necessary to disapprove work as failing to conform to the Contract Documents.
 11. Record Drawings:
 - Document the location (vertically and horizontally) of sewer and water services.
 - Maintain a set of Record Drawings on which all changes are noted. Deliver both a reproducible set of drawings and Autocad drawing file(s) on CD ROM to the VILLAGE at the completion of the Project.
 - The Resident Engineer shall deliver a draft of the record drawings for the underground utilities within one month of the substantial completion of the construction of the underground utilities. This submittal shall include both the full size plans and the individual service location sheets.
 12. The ENGINEER shall comply with the VILLAGE Personal Protective Equipment (PPE) policy. The policy at minimum requires anyone on a construction site to wear a safety vest and steel-toed shoes. Various situations calling for further safety requirements are indicated in the policy.

Anticipated Contractor's Schedule (Sheet 1 of 2)

Staffing:

[illegible]

Village of Bensenville

Anticipated Contractor's Schedule (Sheet 2 of 2)

[illegible]

Route: North Industrial SSA Roadway Improvements
Local Agency: Village of Bensenville
Section No.: Special Service Area
Project No.:
Job No.:
County: DuPage

Prepared: 3/3/2011

Consultant: Civiltech Engineering, Inc.

Consulant: Civitech Engineering, Inc.								
ITEM	Employee Classification	Total Number of Manhours	Percent of Total	DOLLARS (\$)				
				Payroll Rate*	Payroll Costs	Payroll, Burden & Fringe Costs; Overhead & Expenses** (Labor x 1.40)	Profit*** (Labor x 0.35)	TOTAL
Construction Engineering:	Senior Res. Engr.	1,712	12.29%	\$ 44.00	\$ 75,328	\$ 105,459	\$ 26,365	\$ 207,152
	Res. Engr.	3,180	22.84%	\$ 41.00	\$ 130,380	\$ 182,532	\$ 45,633	\$ 358,545
	Asst. R.E.	1,799	12.92%	\$ 36.75	\$ 66,113	\$ 92,558	\$ 23,140	\$ 181,811
	Doc. Engr.	2,916	20.94%	\$ 29.70	\$ 86,605	\$ 121,247	\$ 30,312	\$ 238,164
	Engr.	1,609	11.55%	\$ 30.70	\$ 49,396	\$ 69,154	\$ 17,289	\$ 135,839
	Engr.	1,609	11.55%	\$ 33.00	\$ 53,097	\$ 74,336	\$ 18,584	\$ 146,017
	Technician	526	3.78%	\$ 15.00	\$ 7,890	\$ 11,046	\$ 2,762	\$ 21,698
	Surveyor	464	3.33%	\$ 33.50	\$ 15,544	\$ 21,762	\$ 5,440	\$ 42,746
	Proj. Mngr.	110	0.79%	\$ 63.00	\$ 6,930	\$ 9,702	\$ 2,426	\$ 19,058
								SUBTOTAL
Direct Expenses:								\$ 59,280
1.) Vehicle Expense (Mileage)								\$ 182,251
2.) Material Testing								\$ 900
3.) Printing Expense								\$ 800
4.) Photography								\$ 2,100
5.) Website								\$
TOTALS		13,925	100.00%		\$ 491,283	\$ 687,796	\$ 171,951	\$ 1,596,361

- 1.) 1482 Days @ \$40.00/Day
- 2.) Material Testing (Midland Standard Engineering & Testing, Inc.)
- 3.) Estimated printing expense for Record Drawings
- 4.) Estimated photography expense
- 5.) Website domain & brochures costs

North Industrial SSA Roadway, Streambank Stabilization, and Utility Improvements Summary of Direct Costs

Route: North Industrial SSA Roadway, Streambank Stabilization, and Utility Improvements
Local Agency: Village of Bensenville
Section: Special Service Area
Proj. No.:
Job No.:
County: DuPage
Contract No.:

Direct Costs:

Printing Expense

Assume 3 large sets for working drawings & 1 set for final "As-Built"

Bond Prints: 3 sets X 243 sheets/set X \$0.66 per sheet = \$481.14

Mylars: 1 set X 243 sheets/set X \$1.75 per sheet = \$425.25

Total = \$906.39

Say: \$900.00

Photography Expense

Assume 80 sets of developed digital pictures @ \$10.00 ea. = \$800.00

Total: \$800.00



Village of Bensenville Department of Public Works

717 E. Jefferson Street
Bensenville, IL 60106
Phone (630) 350-3435 Fax (630) 594-1148

Memorandum 2011-06

Date: March 8, 2011
To: Michael Cassady, Village Manger
From: Joe Caracci, Director of Public Works
Subject: Resident Engineering Recommendation for Northern Industrial Park Project

The Northern Industrial Park SSA Project stands to be one of the more important projects that we plan to perform over the next few years as we begin to rebuild Bensenville. A viable and profitable Industrial Park needs adequate infrastructure in order to attract promising businesses as well as maintain those we already have. Without question, the roadways and drainage in our Northern Industrial Park has failed. Our planned improvements will tackle our infrastructure problems and restore this area of the Village to last for years to come.

The design for the improvements has been completed by Christopher B. Burke Engineering, Ltd. (CBBEL). The project was advertised for construction on February 25, 2011. The bid opening is scheduled for March 23, 2011 at 10:00am. My plan is to evaluate the bids and bring a formal recommendation to I&E Committee on April 19, 2011. Construction should be able to commence by mid-May.

With a project of this magnitude, it is very important to get a construction engineering firm on board as quickly as possible. This firm plays many important roles, including public liaison for the Village. Construction in an industrial park is very different from residential construction projects, especially when it comes to public interaction. Bringing an engineer on board early gives us the opportunity to reach out to the businesses prior to getting underway with construction with a focus on establishing relationships early.

As part of our recently completed RFQ/RFP process for Resident Engineering Services, we requested proposals for the Northern Industrial Park Project. Based upon the submittals and the evaluation process, Civiltech Engineering was selected as the best qualified firm to work on this project. Civiltech has experience overseeing Industrial Park projects, has a solid proposed team to conduct the work, and is eager to show their abilities to the Village of Bensenville.

The Project Team will be led by Dave Bugaj as Senior Resident Engineer. Mr. Bugaj has over twenty years of experience on varying construction projects, with a focus on municipal infrastructure improvements.

Village of Bensenville

For the last six years, Mr. Bugaj has worked exclusively in Glen Ellyn – to the point that Glen Ellyn sole sourced Civiltech for their construction engineering services. Mr. Bugaj's annual oversight ranged from \$12 - \$20 million. Mr. Bugaj's strengths lie in his attention to detail, impeccable documentation, and ability and success working with residents and businesses during construction projects.

Assisting Mr. Bugaj with daily oversight of the contractor will be Resident Engineer Joseph Kozial. Mr. Kozial specializes in underground utility installations and roadway reconstruction. He has spent the last few years as lead resident engineer for major roadway projects for IDOT and the Illinois Tollway on projects ranging from \$23.5 to \$89 million. Mr. Kozial will be managing a team of construction inspectors necessary to handle a project of this magnitude.

Included in the proposed scope of services is a communication and public notification plan that includes multiple public information meetings, face to face contact with business owners, and the development and maintenance of a project specific website that will include daily updates and ability to contact key personnel. I feel this component will be vastly utilized in this environment.

Civiltech Engineering was asked to provide work effort and fee associated with the Northern Industrial Park Project. The anticipated construction schedule typically dictates the effort required. Based on our preliminary schedule, we anticipate a majority of the work being completed in the current 2011 calendar year. Restoration is anticipated to be completed in spring 2012.

The proposed assignment scope includes on-site inspections, review of project layout, construction documentation, material testing and preparation of record drawings. The material testing required for the project will be performed by Midland Standard Engineering and Testing, Inc. as a sub-consultant, and includes all sub-grade, concrete and asphalt pavement assessments and observations.

Civiltech's proposed work effort includes 13,925 personnel hours plus direct costs for a total fee of \$1,596,351, of which, about \$183,000 is included for material testing. This not-to-exceed fee equates to 7.6% of the Engineer's estimated cost for the project which currently is \$20,885,000 (base bid in asphalt). Construction engineering costs typically fall in the 7-10% range.

My past experience with Civiltech Engineering, especially as it relates to resident engineering services, has been nothing short of exceptional. The project team that has been assembled for this project is top notch. I recommend approval of this contract with Civiltech for the Northern Industrial Park Project.

Enc. Excerpts from Engineering Agreement

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 03/16/2011

DESCRIPTION: Resolution to approve a contract with James J. Benes and Associates, Inc. to perform engineering design services for the Volk Brothers Phase II Improvements Project

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: I & E (unanimous approval)

DATE: 03/15/2011

BACKGROUND: The Village was successful in obtaining DuPage County Community Development Block Grant (CDBG) funds to continue improvements in the Volk Brothers Subdivision. Phase I was completed in 2009 and included the reconstruction of Wood Avenue from Church Road to Foley Street and Ellis Street from Wood Avenue to Grove Avenue. Planned improvements for Phase II include Wood Avenue from Foley Street to Henderson Street, Foley Street from Wood Avenue to Grove Avenue, and Henderson Street from Wood Avenue to Grove Avenue. Infrastructure improvements will include roadway reconstruction, curb and gutter, sidewalks, storm sewer, sanitary sewer repairs, and parkway restoration. Estimated cost of construction is \$1.5 million.

50% of the construction costs (or \$752,150) has been requested through the CDBG program. Initial indication is that one half of those funds (\$376,075) will be allocated in 2011 and the remaining will be allocated in 2012. The CDBG Program is a reimbursable program in which the Village fronts the initial costs and is reimbursed by DuPage County. In order to get this project moving and constructed in 2011, we must act swiftly in securing a design engineer.

KEY ISSUES: James J. Benes and Associates, Inc. provided design and construction engineering services for Volk Brothers Phase I. During their initial design, they performed a number of field surveys and preliminary storm sewer design on the entire subdivision in order to properly size the roadways and storm sewer pipe. The extent of their data collected to date for phase II work includes field survey, base sheet preparation, and preliminary storm sewer design. The level of design is such that they should be able to provide 60% drawings in a matter of weeks. James J. Benes and Associates proposes to perform the necessary design work to complete the detailed design for Phase II for a not-to-exceed fee of \$39,105.

ALTERNATIVES: N/A

RECOMMENDATION: Approval of the contract proposed by James J. Benes and Associates of Lisle, IL to perform the detailed design for the Volk Brothers Subdivision Phase II Project.

BUDGET IMPACT: This is a budgeted item for FY 11.

ACTION REQUIRED: A motion to approve a Resolution authorizing the Village Manager to execute a purchase order and other associated documents to James J. Benes and Associates of Lisle, IL to perform the detailed design for the Volk Brothers Subdivision Phase II Project.

Resolution No.

**Authorizing the Execution of a Purchase Order and Contract for engineering design
services for Volk Brothers Subdivision Phase II Project to
James J. Benes and Associates**

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

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents to James J. Benes and Associates, Inc. of Lisle, IL for engineering designs services for the Volk Brothers Subdivision Phase II Project for an amount of \$39,105.00.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2011.

APPROVED:

Frank Soto
Village President

ATTEST:

JoEllen Ridder
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



Village of Bensenville

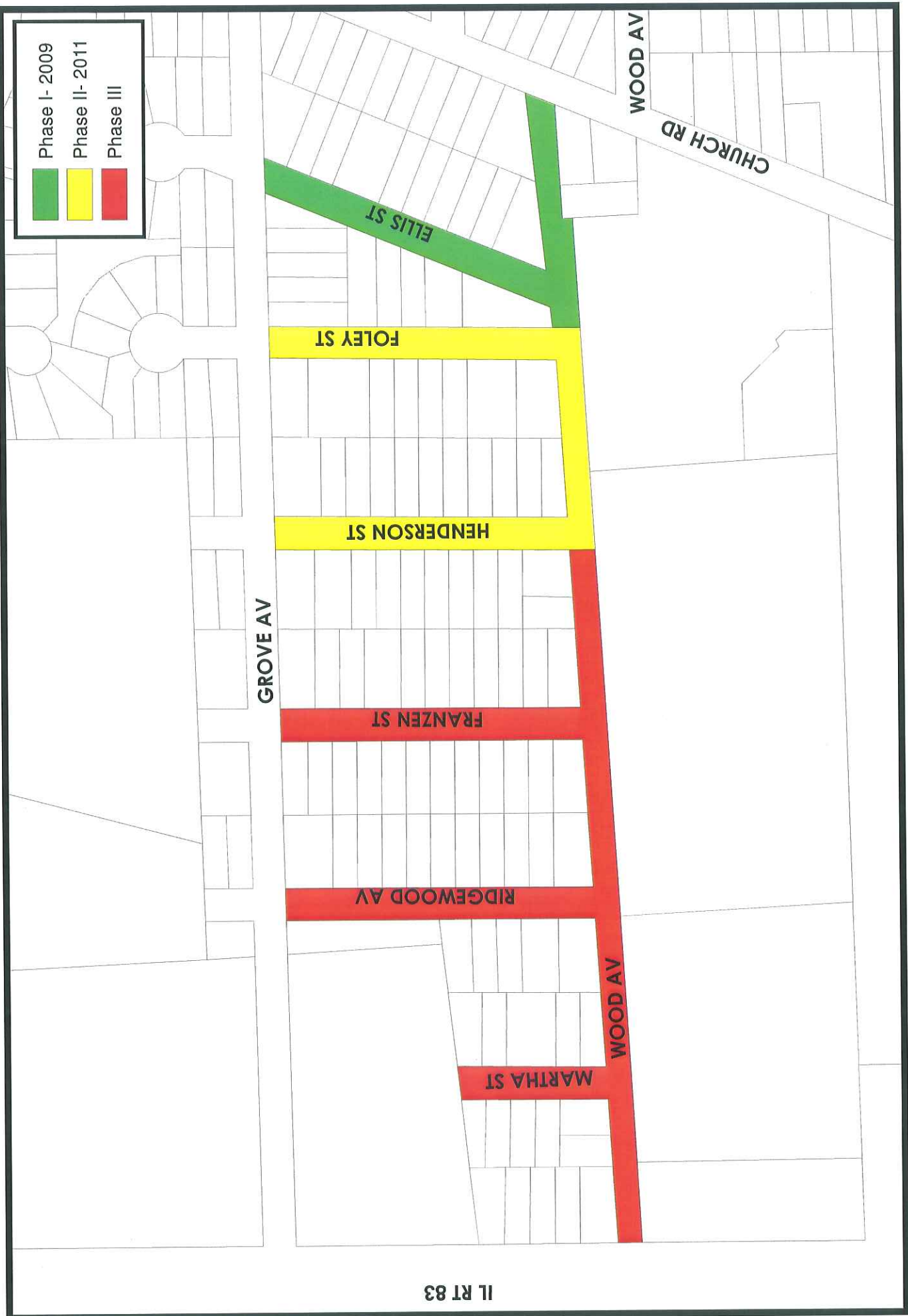
Volk Brothers Subdivision- Street Reconstruction & Storm Sewer

IL RT 83

Phase I- 2009

Phase II- 2011

Phase III



2014 FUNDING RECOMMENDATION - NEIGHBORHOOD INVESTMENT

Capital funds available:	Final
Public services funds available:	\$ 1,762,247
TOTAL	\$ -
	\$ 1,762,247

Applicant	Project	Total Eligible Cost	CDBG Request	Mts Min Req	Total Pts	Recommendation	
						A-List	B-List
Woodridge - Village of	Janes Avenue Area NSA Street Resurfacing	\$262,570	\$196,928	Yes	57.7	\$196,928	\$0
Bensenville, Village of	Volk Brothers Subdivision Infrastructure Reconstruction Project - Wood/Ellis/Henderson	\$1,504,290	\$752,150	Yes	56.9	\$376,075	\$376,075
West Chicago, City of	#1 - Clayton Street Roadway and Parkway Rehabilitation Project	\$601,087	\$300,543	Yes	52.0	\$300,543	\$0
Lombard, Village of	#3 Village Hall Restroom Accessibility Enhancements	\$44,000	\$22,000	Yes	47.0	\$22,000	\$0
West Chicago, City of	#5 - Old Heidelberg Collector Street Area Improvement Project	\$383,731	\$191,866	Yes	44.4	\$0	\$191,866
West Chicago, City of	#6 - ADA Sidewalk Ramp Replacement Projects	\$99,991	\$49,996	Yes	42.8	\$0	\$49,996
Villa Park, Village of	Division Street Sewer Separation Project	\$560,000	\$420,000	Yes	41.3	\$420,000	\$0
Glendale Heights, Village of	Pearl Avenue Infrastructure Improvements - James Court Area	\$699,403	\$349,701	Yes	40.1	\$349,701	\$0
West Chicago, City of	#2 - Forest Ave Rehabilitation Project	\$362,813	\$181,407	Yes	39.0	\$0	\$181,407
West Chicago, City of	#4 - Charlestowne Drive Resurfacing Project	\$88,236	\$44,118	Yes	36.6	\$0	\$44,118
West Chicago, City of	#3 - Alia Vista Area Roadway Improvement	\$472,681	\$236,341	Yes	35.2	\$0	\$236,341
Lombard, Village of	#2 Westmore-Meyers Road Sidewalk Improvements	\$194,000	\$97,000	Yes	34.0	\$97,000	\$0
Lombard, Village of	#1 Morris Pond Stormwater Detention Improvements	\$430,000	\$215,000	No		\$0	\$0
DuPage County Public Works	Rosewood Sanitary Collection Rehabilitation and Water System Renovation	\$875,000	\$650,000	No		\$0	\$0
TOTAL:		\$6,577,803	\$3,707,049			\$1,762,247	\$1,079,803

Special Conditions: The above recommendations are based on planning assumptions as of November, 2010. If the actual grant amount is less than the estimate, funding for the lowest ranked project(s) may be eliminated or shifted to a 2012 forward commitment. Project marked * is recommended for full funding, with the "B" List portion to be paid out of 2012 CDBG funds. The 2012 portion could potentially be funded earlier, based on availability of additional funds and project readiness.

Figure 2

Exhibit A

CDBG

Proposal for Engineering Services

Volk Brothers Phase II Improvements



Submitted to:
***The Village of
Bensenville, Illinois***

February 22, 2011

Submitted by:
James J. Benes and Associates, Inc.
950 Warrenville Road, Suite 101
Lisle, Illinois 60532
Phone: (630) 719-7570
Fax: (630) 719-7589
Contact: Gary L. Cottingham, P.E.



JAMES J. BENES AND ASSOCIATES, INC.
CONSULTING ENGINEERS

February 22, 2011

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

Re: Volk Brothers Phase II Improvements

Dear Joe:

We appreciate the opportunity to submit two (2) copies of our proposal to furnish design engineering services for the Volk Brothers Phase II Improvements project. We trust that the proposal provides all the needed information. The proposal includes two alternates due to the Community Development Block Grant (CDBG) grant commitments being divided between 2011 and 2012, with the 2012 commitment being dependent on funding by the U.S. Congress.

The "Alternate A" proposal assumes that the project includes the entire project: Wood Avenue from Henderson Street to Foley Street, Henderson Street from Wood Avenue to Grove Avenue, and Foley Street from Wood Avenue to Grove Avenue. As such, the development area as defined by the DuPage Countywide Stormwater and Flood Plain Ordinance would exceed one acre, and stormwater detention and Best Management Practices (BMPs) per the Countywide Ordinance would be required. The total estimated cost for the entire project is equal to double the combined CDBG grants for 2011 and 2012.

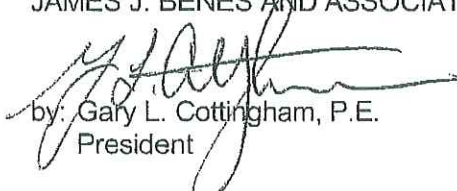
The "Alternate B" proposal assumes that Henderson Street from Wood Avenue to Grove Avenue is not included in the project. This reduces the total estimated cost of the improvement to an amount approximately equal to double the 2011 CDBG commitment. Additionally, the development area is reduced to less than one acre, so stormwater detention and BMPs are not required.

The "Scope of Services" sections of the proposal outline the anticipated services to be provided. As indicated in the "Cost of Services" sections, the not-to-exceed amounts are for \$39,105 for Alternate A and \$30,618 for Alternate B. These amounts are based on the Estimates of Manhours and Costs that are included with the proposal. Please note that the not-to-exceed costs include a direct cost of \$3,000 for soil borings. This work will be subcontracted to Testing Services Corporation and will be invoiced to the Village at our actual cost.

Please call me at (630) 719-7570 should you have any questions concerning our proposal.

Respectfully Submitted,

JAMES J. BENES AND ASSOCIATES, INC.


by: Gary L. Cottingham, P.E.
President

950 Warrenville Road, Suite 101
Lisle, Illinois 60532

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

ALTERNATE "A"

Wood Avenue – Henderson St. to east of Foley St.

Henderson Street – Wood Ave. to Grove Ave.

Foley Street – Wood Ave. to Grove Ave.

UNDERSTANDING OF IMPROVEMENT

The Village of Bensenville proposes to reconstruct the following streets within the Volk Brothers Subdivision:

- Wood Avenue – Henderson St. to east of Foley St.
- Henderson Street – Wood Ave. to Grove Ave.
- Foley Street – Wood Ave. to Grove Ave.

Reconstruction will include removal of the existing pavement, aggregate base course, hot mix asphalt binder and surface courses, and curb and gutter. The improvement will also include sidewalk, driveway reconstruction, storm sewers, sanitary sewer repairs (if required), and parkway restoration.

The improvement will be partially funded with a Community Development Block Grant (CDBG). Construction of the project will be in 2011.

Our firm completed the field survey and preliminary design for this improvement in 2004. The field survey and preliminary design will be used in final design.

SCOPE OF SERVICES

The following design services are proposed for the Volk Brothers Improvements – Phase II.

I. Preliminary Engineering Phase

A. Kick Off Meeting

We will attend a coordination meeting with the Village Staff at the onset of our work for the purpose of confirming the scope of the project and the anticipated schedule; review preliminary design that was completed in 2004; and to discuss any specific needs of the Village.

B. Utility Information

The utility information that was obtained from utility companies (gas, electric, telephone, cable, etc.) previously will be used.

C. Field Survey

The detailed field survey that was performed in 2004 will be used to establish existing conditions in the areas of proposed construction. The field survey will be confirmed by a field check in the Design Engineering Phase.

D. Soil Borings and Analysis

Soil borings will be performed to explore soil and water table conditions within the area of the proposed roadway reconstruction. Pavement cores that were performed in 2004 will be used to determine the existing pavement thickness and composition. The soil boring work will be subcontracted to Testing Service Corporation.

E. Base Plan Sheets

The plan base sheets that were prepared in 2004 will be used.

F. Design Parameters and Standards

The following established design parameters and recommended standards will be confirmed or established:

- Horizontal and vertical alignments that were established in 2004 will be confirmed.
- The quantity of stormwater detention that is required by the DuPage Countywide Stormwater and Flood Plain Ordinance (Stormwater Ordinance)

will be determined. The method of providing the required detention, including fee in lieu, will be established.

- The required Best Management Practices (BMPs), per the Stormwater Ordinance will be developed.
- The construction staging to maintain traffic and access to residences will be developed.
- The design standards (i.e. Village, Illinois Standards for Water and Sewer, IDOT, CBDG) will be confirmed.

G. Project Development Report

A Project Development Report (PDR) will be prepared. A preliminary draft of the PDR will be submitted to the Village for review and comment. A final PDR will be prepared that incorporates all Village comments. The final PDR will include:

- Roadway vertical and horizontal alignments, drainage improvements, BMPs, and maintenance of traffic.
- Preliminary estimate of construction cost.
- Identification of potential conflicts with existing utilities.

II. Design Engineering

A. CDBG Kick-Off Meeting

We will attend a kick-off meeting with the Village and representatives of the DuPage Community Development Commission to review requirements associated with the CDBG.

B. Field Check

We will perform a field check of the areas of the proposed construction to verify the existing conditions as shown on the engineering plans that were prepared in 2004.

C. Sanitary Sewer Video

We will review video taped inspections of the existing sanitary sewers within the limits of the proposed construction to determine locations and extent of needed repairs.

D. Final Design

We will finalize the elements of the proposed improvement based on the recommendations of the PDR and the design that was completed in 2004.

E. Final Plans

We will prepare final engineering plans in CADD format consisting of the following plan sheets:

- Title Sheet
- General Notes/Schedule of Quantities
- Summary of Quantities
- Alignment and Benchmarks
- Typical Sections
- Traffic Control Plan
- Plan and Profile Sheets
- Drainage, BMP, and Utility Plans
- Stormwater Pollution Prevention Plans
- Cross Sections
- Construction Details

- F. Specifications
We will prepare contract documents in the Village and CDBG format. The documents will consist of references to applicable standard specifications, CDBG provisions, special provisions, bid forms, instruction to bidders, Village General Conditions, Contract Bid Form, Bond Forms, Insurance Requirements, and applicable compliance requirements.
- G. Estimates
We will prepare cost estimates at 65%, 95% and final plan completion.
- H. Permitting
We will prepare a Stormwater Management Permit application and supporting documentation and submit to the Village for processing. It is anticipated that no other permits will be required.
- I. Village and Utility Coordination
We will submit plans, contract documents, and cost estimates at the 65% and 95% completion stages. We will meet with the Village staff as needed to discuss review comments.

We will submit plans to the utility companies at the 95% completion stage, and will coordinate any conflicts.

We will attend a public informational meeting for the purpose of presenting the scope and scheduling of the proposed project to elected officials and impacted residents.
- J. CDBG Coordination
We will submit the construction contract documents and CDC Grant Recipient Bid Manual Checklist to the DuPage Community Development Commission for approval.
- K. Bidding
We will assist the Village as needed in receiving bids for the construction.

PROJECT TEAM

The following personnel will be assigned to perform the design engineering services for the Volk Brothers Improvements – Phase II. Each member of our project is knowledgeable in roadway projects and is experienced with working with Village staffs and residents.

Gary L. Cottingham, P.E. will serve as the Project Manager. He has substantial experience as a Project Manager on numerous similar projects for our municipal clients. Specifically, Mr. Cottingham was the project manager for the Volk Brothers – Phase I improvements and the preliminary engineering for the Phase II improvements. He will be a primary contact person for the Village staff and will be involved in the project on a daily basis. He will direct the activities of project team members.

Brad Hargett, P.E. and Josh Strait, P.E. will be the Project Engineers for the design and contract plan and document preparation. Both will perform the design and prepare the plans and documents under the guidance of Mr. Cottingham and will direct the operations of the engineering technicians and clerical staff. Mr. Hargett was the project engineer for the Volk Brothers – Phase I improvements and the preliminary engineering for the Phase II improvements.

Experience and Resumes for these key members were included in the previously submitted Statement of Qualifications for the roadway improvements' short list.

Testing Services Corporation will be the sub-consultant responsible for the required geotechnical services.

James J. Benes and Associates, Inc.

SCHEDULE

Authorization to Proceed	March 30, 2011
Submit Project Development Report	April 13, 2011
Submit Preliminary Plans	April 27, 2011
Submit Pre-Final Plans and Documents	May 18, 2011
Submit Final Plans and Documents	June 1, 2011
Bid Opening	June 22, 2011

COST OF SERVICES

Compensation for all services will be on an hourly rate basis. Invoices will be prepared monthly and will document the direct payroll and direct costs expended. **The not-to-exceed cost including direct payroll, expansion for overhead and payroll burden, professional fee, and direct costs is \$39,105.** The not-to-exceed cost is based on the "Estimate of Manhours and Costs" that is attached to and made part of the proposal.

ACCEPTANCE

If this proposal is agreeable please sign and return one copy for our records.

Accepted for: _____

by: _____ Date: _____

ESTIMATE OF MANHOURS AND COSTS

VILLAGE OF BENSENVILLE
VOLK BROTHERS IMPROVEMENTS - PHASE II
ALTERNATE "A"

CATEGORY OF SERVICE	PRINC.	SR. ENG.	PROJ. ENG.	TECH	TOTAL HOURS	TOTAL DIRECT PAYROLL	OVERHEAD & BURDEN	INHOUSE DIRECT COSTS	PROF. FEE	SERVICES BY OTHERS	TOTAL COST
I. PRELIMINARY ENGINEERING											
A. Kick-Off Meeting	2	2	0	0	4	\$204	\$286	\$0	\$73	\$0	\$563
B. Utility Information	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
C. Field Survey	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
D. Soil Borings	0	1	0	0	1	\$43	\$60	\$0	\$15	\$3,000	\$3,119
E. Base Plan Sheets	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
F. Design Parameter and Standards											
1. Alignments	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
2. Stormwater Detention	2	24	0	0	26	\$1,144	\$1,602	\$0	\$412	\$0	\$3,157
3. Best Management Practices	0	0	4	0	4	\$131	\$183	\$0	\$47	\$0	\$362
4. Construction Staging	0	2	0	0	2	\$86	\$120	\$0	\$31	\$0	\$237
5. Design Standards	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
G. Project Development Report	2	8	0	4	14	\$548	\$767	\$0	\$197	\$0	\$1,512
Sub Total - Preliminary Engineering	6	37	4	4	51	\$2,156	\$3,018	\$0	\$776	\$3,000	\$8,951
II. DESIGN ENGINEERING											
A. CDBG Kick-Off Meeting	3	0	0	0	3	\$177	\$248	\$0	\$64	\$0	\$489
B. Field Check	0	1	0	8	9	\$219	\$307	\$0	\$79	\$0	\$604
C. Sanitary Sewer Video	0	0	2	0	2	\$66	\$92	\$0	\$24	\$0	\$182
D. Final Design	1	12	0	0	13	\$572	\$801	\$0	\$206	\$0	\$1,579
E. Final Plans											
1. Title Sheet	0	0	0	2	2	\$44	\$62	\$0	\$16	\$0	\$121
2. Gen'l Notes/Schedules	0	8	0	16	24	\$694	\$972	\$0	\$250	\$0	\$1,915
3. Summary of Quantities	0	8	0	8	16	\$518	\$725	\$0	\$186	\$0	\$1,430
4. Alignment/Benchmarks	0	0	0	1	1	\$22	\$31	\$0	\$8	\$0	\$61
5. Typical Sections	0	2	0	2	4	\$130	\$182	\$0	\$47	\$0	\$359
6. Traffic Control Plan	0	2	0	2	4	\$130	\$182	\$0	\$47	\$0	\$359
7. Plan and Profile Sheet	1	16	0	32	49	\$1,447	\$2,026	\$0	\$521	\$0	\$3,994
8. Drainage/BMP/Utility Plans	2	36	0	36	74	\$2,449	\$3,429	\$0	\$882	\$0	\$6,759
9. SWPPP Plans	0	0	4	8	12	\$307	\$430	\$0	\$111	\$0	\$647
10. Cross Sections	0	4	0	16	20	\$523	\$732	\$0	\$188	\$0	\$1,443
11. Details	0	2	0	8	10	\$262	\$367	\$0	\$94	\$0	\$723
F. Special Provisions & Documents	1	24	0	0	25	\$1,085	\$1,519	\$0	\$391	\$0	\$2,995
G. Estimates of Cost	0	8	0	0	8	\$342	\$479	\$0	\$123	\$0	\$944
H. Permitting	2	16	0	4	22	\$890	\$1,246	\$0	\$320	\$0	\$2,456
I. Village Coordination											
1. Preliminary Plans	0	3	0	0	3	\$128	\$179	\$50	\$46	\$0	\$403
2. Pre-final Plans	0	6	0	0	6	\$257	\$360	\$150	\$93	\$0	\$859
3. Informational Meeting	2	3	0	4	9	\$334	\$468	\$0	\$120	\$0	\$922
J. CDBG Coordination	0	2	0	0	2	\$66	\$120	\$0	\$31	\$0	\$237
K. Bidding	0	4	0	0	4	\$171	\$239	\$0	\$62	\$0	\$472
Sub Total Design Engineering	12	157	6	147	322	\$10,853	\$15,194	\$200	\$3,907	\$0	\$30,154
TOTAL ALL PHASE I & II ITEMS	18	194	10	151	373	\$13,009	\$18,213	\$200	\$4,683	\$3,000	\$39,105

ALTERNATE "B"

**Wood Avenue – Henderson St. to east of Foley St.
Foley Street – Wood Ave. to Grove Ave.**

UNDERSTANDING OF IMPROVEMENT

The Village of Bensenville proposes to reconstruct the following streets within the Volk Brothers Subdivision:

- Wood Avenue – Henderson St. to east of Foley St.
- Foley Street – Wood Ave. to Grove Ave.

Reconstruction will include removal of the existing pavement, aggregate base course, hot mix asphalt binder and surface courses, and curb and gutter. The improvement will also include sidewalk, driveway reconstruction, storm sewers, sanitary sewer repairs (if required), and parkway restoration.

The improvement will be partially funded with a Community Development Block Grant (CDBG). Construction of the project will be in 2011.

Our firm completed the field survey and preliminary design for this improvement in 2004. The field survey and preliminary design will be used in final design.

SCOPE OF SERVICES

The following design services are proposed for the Volk Brothers Improvements – Phase II.

I. Preliminary Engineering Phase

A. Kick Off Meeting

We will attend a coordination meeting with the Village Staff at the onset of our work for the purpose of confirming the scope of the project and the anticipated schedule; review preliminary design that was completed in 2004; and to discuss any specific needs of the Village.

B. Utility Information

The utility information that was obtained from utility companies (gas, electric, telephone, cable, etc.) previously will be used.

C. Field Survey

The detailed field survey that was performed in 2004 will be used to establish existing conditions in the areas of proposed construction. The field survey will be confirmed by a field check in the Design Engineering Phase.

D. Soil Borings and Analysis

Soil borings will be performed to explore soil and water table conditions within the area of the proposed roadway reconstruction. Pavement cores that were performed in 2004 will be used to determine the existing pavement thickness and composition. The soil boring work will be subcontracted to Testing Service Corporation.

E. Base Plan Sheets

The plan base sheets that were prepared in 2004 will be used.

F. Design Parameters and Standards

The following established design parameters and recommended standards will be confirmed or established:

- Horizontal and vertical alignments that were established in 2004 will be confirmed.
- The quantity of stormwater detention that is to be provided to mitigate increases in impervious surfaces.

- The construction staging to maintain traffic and access to residences will be developed.
- The design standards (i.e. Village, Illinois Standards for Water and Sewer, IDOT, CBDG) will be confirmed.

G. Project Development Report

A Project Development Report (PDR) will be prepared. A preliminary draft of the PDR will be submitted to the Village for review and comment. A final PDR will be prepared that incorporates all Village comments. The final PDR will include:

- Roadway vertical and horizontal alignments, drainage improvements, BMPs, and maintenance of traffic.
- Preliminary estimate of construction cost.
- Identification of potential conflicts with existing utilities.

II. **Design Engineering**

A. CDBG Kick-Off Meeting

We will attend a kick-off meeting with the Village and representatives of the DuPage Community Development Commission to review requirements associated with the CDBG.

B. Field Check

We will perform a field check of the areas of the proposed construction to verify the existing conditions as shown on the engineering plans that were prepared in 2004.

C. Sanitary Sewer Video

We will review video taped inspections of the existing sanitary sewers within the limits of the proposed construction to determine locations and extent of needed repairs.

D. Final Design

We will finalize the elements of the proposed improvement based on the recommendations of the PDR and the design that was completed in 2004.

E. Final Plans

We will prepare final engineering plans in CADD format consisting of the following plan sheets:

- Title Sheet
- General Notes/Schedule of Quantities
- Summary of Quantities
- Alignment and Benchmarks
- Typical Sections
- Traffic Control Plan
- Plan and Profile Sheets
- Drainage and Utility Plans
- Stormwater Pollution Prevention Plans
- Cross Sections
- Construction Details

F. Specifications

We will prepare contract documents in the Village and CDBG format. The documents will consist of references to applicable standard specifications, CDBG provisions, special provisions, bid forms, instruction to bidders, Village General Conditions, Contract Bid Form, Bond Forms, Insurance Requirements, and applicable compliance requirements.

G. Estimates

We will prepare cost estimates at 65%, 95% and final plan completion.

H. Village and Utility Coordination

We will submit plans, contract documents, and cost estimates at the 65% and 95% completion stages. We will meet with the Village staff as needed to discuss review comments.

We will submit plans to the utility companies at the 95% completion stage, and will coordinate any conflicts.

We will attend a public informational meeting for the purpose of presenting the scope and scheduling of the proposed project to elected officials and impacted residents.

I. CDBG Coordination

We will submit the construction contract documents and CDC Grant Recipient Bid Manual Checklist to the DuPage Community Development Commission for approval.

J. Bidding

We will assist the Village as needed in receiving bids for the construction.

PROJECT TEAM

The following personnel will be assigned to perform the design engineering services for the Volk Brothers Improvements – Phase II. Each member of our project is knowledgeable in roadway projects and is experienced with working with Village staffs and residents.

Gary L. Cottingham, P.E. will serve as the Project Manager. He has substantial experience as a Project Manager on numerous similar projects for our municipal clients. Specifically, Mr. Cottingham was the project manager for the Volk Brothers – Phase I improvements and the preliminary engineering for the Phase II improvements. He will be a primary contact person for the Village staff and will be involved in the project on a daily basis. He will direct the activities of project team members.

Brad Hargett, P.E. and Josh Strait, P.E. will be the Project Engineers for the design and contract plan and document preparation. Both will perform the design and prepare the plans and documents under the guidance of Mr. Cottingham and will direct the operations of the engineering technicians and clerical staff. Mr. Hargett was the project engineer for the Volk Brothers – Phase I improvements and the preliminary engineering for the Phase II improvements.

Experience and Resumes for these key members were included in the previously submitted Statement of Qualifications for the roadway improvements' short list.

Testing Services Corporation will be the sub-consultant responsible for the required geotechnical services.

SCHEDULE

Authorization to Proceed	March 30, 2011
Submit Project Development Report	April 13, 2011
Submit Preliminary Plans	April 27, 2011
Submit Pre-Final Plans and Documents	May 18, 2011
Submit Final Plans and Documents	June 1, 2011
Bid Opening	June 22, 2011

COST OF SERVICES

Compensation for all services will be on an hourly rate basis. Invoices will be prepared monthly and will document the direct payroll and direct costs expended. **The not-to-exceed cost including direct payroll, expansion for overhead and payroll burden, professional fee, and direct costs is \$30,618.** The not-to-exceed cost is based on the "Estimate of Manhours and Costs" that is attached to and made part of the proposal.

ACCEPTANCE

If this proposal is agreeable please sign and return one copy for our records.

Accepted for: _____

by: _____ Date: _____

ESTIMATE OF MANHOURS AND COSTS

VILLAGE OF BENSENVILLE
VOLK BROTHERS IMPROVEMENTS - PHASE II
ALTERNATE "B"

CATEGORY OF SERVICE	PRINC.	SR. ENG.	PROJ. ENG.	TECH	TOTAL HOURS	TOTAL DIRECT PAYROLL	OVERHEAD & BURDEN	INHOUSE DIRECT COSTS	PROF. FEE	SERVICES BY OTHERS	TOTAL COST
I. PRELIMINARY ENGINEERING											
A. Kick-Off Meeting	2	2	0	0	4	\$204	\$286	\$0	\$73	\$0	\$563
B. Utility Information	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
C. Field Survey	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
D. Soil Borings	0	1	0	0	1	\$43	\$60	\$0	\$15	\$3,000	\$3,119
E. Base Plan Sheets	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
F. Design Parameter and Standards											
1. Alignments	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
2. Stormwater Detention	2	16	0	0	18	\$802	\$1,123	\$0	\$289	\$0	\$2,214
3. Best Management Practices	0	0	4	0	4	\$131	\$183	\$0	\$47	\$0	\$362
4. Construction Staging	0	2	0	0	2	\$86	\$120	\$0	\$31	\$0	\$237
5. Design Standards	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
G. Project Development Report	2	8	0	4	14	\$548	\$767	\$0	\$197	\$0	\$1,512
Sub Total - Preliminary Engineering	6	29	4	4	43	\$1,814	\$2,540	\$0	\$653	\$3,000	\$8,007
II. DESIGN ENGINEERING											
A. CDBG Kick-Off Meeting	3	0	0	0	3	\$177	\$248	\$0	\$64	\$0	\$489
B. Field Check	0	1	0	8	9	\$219	\$307	\$0	\$79	\$0	\$604
C. Sanitary Sewer Video	0	0	2	0	2	\$66	\$92	\$0	\$24	\$0	\$182
D. Final Design	1	12	0	0	13	\$572	\$801	\$0	\$206	\$0	\$1,579
E. Final Plans											
1. Title Sheet	0	0	0	4	4	\$88	\$123	\$0	\$32	\$0	\$243
2. Gen'l Notes/Schedules	0	8	0	16	24	\$694	\$972	\$0	\$250	\$0	\$1,915
3. Summary of Quantities	0	8	0	8	16	\$518	\$725	\$0	\$186	\$0	\$1,430
4. Alignment/Benchmarks	0	0	0	1	1	\$22	\$31	\$0	\$8	\$0	\$61
5. Typical Sections	0	1	0	2	3	\$87	\$122	\$0	\$31	\$0	\$240
6. Traffic Control Plan	0	2	0	2	4	\$130	\$182	\$0	\$47	\$0	\$359
7. Plan and Profile Sheet	2	12	0	24	38	\$1,159	\$1,623	\$0	\$417	\$0	\$3,199
8. Drainage/BMP/Utility Plans	2	16	0	16	34	\$1,154	\$1,616	\$0	\$415	\$0	\$3,185
9. SWPPP Plans	0	0	4	8	12	\$307	\$430	\$0	\$111	\$0	\$847
10. Cross Sections	0	2	0	8	10	\$262	\$367	\$0	\$94	\$0	\$723
11. Details	0	2	0	8	10	\$262	\$367	\$0	\$94	\$0	\$723
F. Special Provisions & Documents	1	24	0	0	25	\$1,085	\$1,519	\$0	\$391	\$0	\$2,995
G. Estimates of Cost	0	8	0	0	8	\$342	\$479	\$0	\$123	\$0	\$944
J. Village Coordination											
1. Preliminary Plans	0	3	0	0	3	\$128	\$179	\$50	\$46	\$0	\$403
2. Pre-final Plans	0	6	0	0	6	\$257	\$360	\$150	\$93	\$0	\$859
3. Informational Meeting	2	3	0	4	9	\$334	\$468	\$0	\$120	\$0	\$922
J. CDBG Coordination	0	2	0	0	2	\$86	\$120	\$0	\$31	\$0	\$237
K. Bidding	0	4	0	0	4	\$171	\$239	\$0	\$62	\$0	\$472
Sub Total Design Engineering	11	114	6	109	240	\$8,120	\$11,368	\$200	\$2,923	\$0	\$22,611
TOTAL ALL PHASE I & II ITEMS	17	143	10	113	283	\$9,934	\$13,908	\$200	\$3,576	\$3,000	\$30,618

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 03/16/2011

DESCRIPTION: Resolution to approve a 8 month contract for sand and stone delivery and the hauling of municipal debris with an automatic renewal unless cancelled by the Village at least 60 days prior to the end of the term.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: I & E (unanimous approval)

DATE: 03/15/2011

BACKGROUND: This service provides sand & stone delivery and the hauling of municipal debris on an as needed basis from the Public Works facility.

KEY ISSUES: Lindahl Brothers, Inc. of Bensenville, Illinois has provided sand & stone delivery and municipal debris hauling services reliably since the fall of 2010 when requirements for material testing of hauled material were implemented by the IEPA. Koz Trucking Inc. of Medinah, Illinois had previously been performing these services, however they were unable to meet delivery schedules and adhere to the new material testing requirements. Lindahl Brothers Inc. was able to step in and provide us with these services, perform the required material testing, and meet our delivery schedules for a reasonable cost. Lindahl Brothers, Inc. was the sole bidder in a recent bid advertisement for the delivery of sand & stone and the hauling of municipal debris. Their unit bid prices are listed below:

Sand and Stone Delivery Service	5/1/2011 – 12/31/2012 price per ton	1/1/2013 – 12/31/2013 price per ton	Municipal Debris Hauling Service	5/1/2011 – 12/31/2012 price per load	1/1/2013 – 12/31/2013 price per load
CA 6 Stone:	\$10.75	\$11.40	Street Sweepings:	\$825.00	\$875.00
CA 1 Stone:	\$18.50	\$19.60	Asphalt:	\$250.00	\$275.00
Torpedo Sand:	\$16.00	\$17.00	Concrete:	\$200.00	\$210.00
CM-18 (3" PGE):	\$13.25	\$14.00	Dirt & Debris:	\$185.00	\$225.00
FA-6 Sand:	\$10.75	\$11.40	Snow Hauling: (hourly rate)	\$95.00 per hour	\$100.00 per hour

After consultation with council, we are not allowed to engage in a contract of this nature past our current fiscal appropriations. Therefore, we have modified the Resolution since I&E Committee to reflect this change. The contract will be for 8 months (May 1, 2011 through December 31, 2011) with an automatic renewal for 2012 unless cancelled by the Village at least 60 days prior to the end of the term.

ALTERNATIVES: N/A

RECOMMENDATION: Receiving multiple bids for this service would typically be preferred, however the recent experience with Lindahl Brothers as a reliable, cost-effective provider of these services allows staff to recommend this contract services agreement. Staff recommends the approval of a resolution for a two year contract with Lindahl Brothers, Inc. of Bensenville, Illinois to provide sand and stone delivery and the hauling of municipal debris from the Public Works facility.

BUDGET IMPACT: *Not to exceed \$85,000 in FY2011, expected cost of \$100,000 in FY2012*

ACTION REQUIRED: Motion to approve a Resolution authorizing the Village Manager to execute a contract services agreement with Lindahl Brothers, Inc. of Bensenville, Illinois.

Resolution No.

**Authorizing a Contract to
Lindahl Brothers, Inc. for Sand & Stone Delivery and Debris Hauling**

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

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents to Lindahl Brothers, Inc. of Bensenville, Illinois to provide Sand & Stone Delivery and Debris Hauling in the not to exceed amount of \$85,000 for an eight-month term that is automatically renewed for one successive one-year term (20 months total – anticipated total cost of \$201,650), unless cancelled by the Village at least 60-days before the end of the eight-month term; and

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2011.

APPROVED:

Frank Soto
Village President

ATTEST:

JoEllen Ridder
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Village of Bensenville

Invitation to Bid with Specifications

Sand and Stone Delivery and Municipal Debris Hauling

Office of the
Director of Public Works

717 E. Jefferson St.
Bensenville, IL 60106
(630) 350-3435
(630) 594-1148 (fax)



Table of Contents

ADVERTISEMENT TO BID	3
TERMS AND CONDITIONS	4
SPECIFICATIONS.....	6
BIDDER INFORMATION SHEET	8
PRICE SHEET.....	9
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS FOR PROCUREMENT OF MATERIALS	12
ELIGIBILITY TO BID	12
CONDITIONS FOR BIDDING	13
AWARD OR REJECTION OF BIDS.....	14
CONTRACT PROVISION	15

ADVERTISEMENT TO BID

The Village of Bensenville will accept bids for **“Sand and Stone Delivery and Municipal Debris Hauling”** for the period starting May 1st, 2011 through December 31st, 2012 and January 1st, 2013 through December 31st, 2013. The bids shall be sent to the **Office of the Deputy Village Clerk** located at 12 S. Center Street, Bensenville, IL 60106. The bids will be publicly opened at **10:00 AM on March 8th, 2011** at the Bensenville Village Hall, 12 South Center Street.

Detailed specifications may be obtained from the Office of the Director of Public Works, Monday through Friday 7:00am to 3:30pm. The Public Works office is located at 717 E. Jefferson Street Bensenville, IL 60106.

The bid must be in a sealed opaque envelope plainly marked **Sand and Stone Delivery and Municipal Debris Hauling – BID.**

The Village Board reserves the right to reject any and all bids or portions thereof.

JoEllen Ridder
Village Clerk

DEBRIS REMOVAL SPECIFICATIONS

TERMS AND CONDITIONS

- 1) Five (5) References are required. The references shall be of like-kind contracts with other municipalities when possible.
- 2) The village retains the right to cancel the contract for any or no specified reason.
- 3) The Village requires all bidders to read carefully all the specifications and what is required under the terms of the contract.
- 4) Pages 8, 11, and 21 MUST be signed in order to be considered a valid bid.
- 5) The Village will require proof of insurance. The requirements for insurance are provided under the Contract Provisions section of the bid document entitled 4) Village Insurance Requirement.
- 6) All questions are to be directed to John Anderson, Assistant to the Director of Public Works, located at 717 E. Jefferson St. Phone: (630-350-3489)

Proposal Guaranty

The Bidder's proposal shall be accompanied by a cashier's or certified check, or a bid bond in an amount of five percent (5%) of the amount of the bid price submitted. The bid deposit shall be in guarantee that if the Bidder's proposal is accepted, the Bidder will enter into a contract with the Village of Bensenville. Upon execution of the contract, the bid deposit will be returned. Failure to execute a contract after notification of award of contract will result in forfeiture of the bid deposit. The bid deposit shall be retained by the Village of Bensenville as liquidated damages and not as a penalty. Bid deposits of all unsuccessful Bidders will be returned after a contract has been executed by the successful Bidder.

All certified or cashier's checks shall be drawn on a responsible bank doing business in the United States and shall be payable to the order of the Village of Bensenville.

Any proposal submitted without a bid deposit will be considered informal and will be rejected. Any proposal accompanied by a bid deposit not properly executed will be rejected.

Contract Extension & Escalator Clause:

Upon mutual agreement, this contract may be extended for two, one year periods, with the first extension running from January 1st, 2014 through December 31st, 2014; and the second extension from January 1st, 2015 through December 31st, 2015.

A one time economic adjustment for labor, material, and equipment costs shall be allowed for each one year extension to the contract after the initial two year contract period. This economic adjustment may not exceed the Published Chicago Consumer Price Index (CPI) for the previous twelve month period.

The Village Board reserves the right to reject any and all bids or portions thereof

SAND AND STONE SPECIFICATIONS

The Bid Price shall be a “delivered” price unless other wise specified.

The Type of sand and stone as well as estimated quantities per year are as follows:

- CA6 (700 Tons)
- CA1 (100 Tons)
- Torpedo Sand (300 Tons)

Material orders will be placed on an as needed basis. Delivery location will generally be 717 E. Jefferson other then the rare occasion that the delivery will be at a specific location within the Village Boundaries.

MUNICIPAL DEBRIS HAULING SPECIFICATIONS

1. Debris hauling schedule shall be established between the Village and the hauler. Minimum yearly estimated hauling shall be approximately 500 loads.
2. Non-scheduled, emergency debris removal shall be provided by the hauler when called within a 48-hour period. The Village solely determines emergency removal.
3. The hauler, at their expense, shall provide any necessary permits, or other service, required by any other regulatory agency. This includes adhering to the IEPA special waste hauling regulations enacted in 2010.
4. The hauler shall bear all costs related to hauling.
5. The hauler shall bear full responsibility for the hauling (transport) requirements of other regulatory agencies (permits, state and local laws, etc.). The hauler shall furnish written documentation quarterly, to the Village regarding the above. In addition, copies of all forms utilized must be submitted and an itemized indexing sheet of all forms must be part of the above.
6. The hauler shall furnish all necessary equipment for the hauling of debris. The Village will provide the manpower and equipment to load the debris, snow, etc.
7. Snow hauling will take place from the Town Center Area of Bensenville and dumped at a location designated by the Village, within the Village. Snow hauling normally takes place between 1 AM to 5 AM and will be billed at an hourly rate.

8. Failure of the hauler to provide or fulfill any of the conditions of this contract shall give the Village the right to terminate the contract without recourse of the hauler.
9. A contract may be awarded to the lowest, responsible bidder. The Village reserves the right to review all bids submitted for a period of sixty (60) days after the date of submission, and by submitting a bid, the bidder agrees that the amount specified in their bid shall remain firm for- a sixty (60) day period.
10. A contract may be awarded on a line-item by line-item basis.
11. The hauler shall have a minimum of three (3) years experience in hauling, and shall include at least five (5) references, preferably from other local municipalities.
12. The hauler shall include copies of any Regulatory Agency citations, violations, investigations, inquiries, etc. relating to the hauling.
13. The hauler shall not commence work under the contract until all the insurance required by this section has been obtained. Certificate of insurance showing coverage as required to be in effect will be filed with the Village at the time of entering into the contract. Certificates of insurance will be on Insurance Service Organization's Form and shall provide 30 days notice of cancellation. The certificates will be signed by the insurance companies or their authorized agents. The insurance companies must be authorized to do business in the State of Illinois.

Bidder Information Sheet

NAME: (PRINT) **Clarence Lindahl, Jr. - President**

SIGNATURE: 

COMPANY NAME: **Lindahl Brothers, Inc.**
(PRINT)

ADDRESS: **622 E. Green Street**

Bensenville, IL 60106

TELEPHONE: **(630) 595-1080**

FACSIMILE: **(630) 595-0976**

EMAIL: **SteveM@LindahlBros.com**

Please Return to:

Corey Williamsen
Deputy Village Clerk
Village of Bensenville
12 S. Center Street
Bensenville, IL 60106

The bid must be in a **sealed opaque** envelope **plainly marked:**
Sand and Stone Delivery and Municipal Debris Hauling - BID.

The bids must be received by **March 8th, 2011 by 10:00 am.**

It shall be the responsibility of the bidder to deliver its bid to the designated person at the appointed place, prior to the announced time for the opening of the bids. Late delivery of a bid for any reason, including faulty or late delivery by United States Mail or other carrier, will disqualify the bid. All disqualified bids will be returned unopened

PRICE SHEET

Sand and Stone

May 1, 2011 through

December 31, 2012

(20 Month) Price

January 1, 2013 through

December 31, 2013

(12 Month) Price

CA 6 \$ **10.75** /ton delivered

\$ **11.40** /ton delivered

CA 1 \$ **18.50** /ton delivered

\$ **19.60** /ton delivered

Torpedo Sand \$ **16.00** /ton delivered

\$ **17.00** /ton delivered

Options/Alterations:

CM-18 (3" PGE) \$ 13.25 /ton delivered \$ 14.00 /ton delivered

FA-6 Sand \$ 10.75 /ton delivered \$ 11.40 / ton delivered

***See attached Gradation Reports from Flood Testing Laboratories**

PRICE SHEET

Municipal Debris Hauling

Unit Price of Hauling Debris:	May 1, 2011 – December 31, 2012 (20 Month) Price Hauled & Dumped Per Semi Load	January 1, 2013 – December 31, 2013 (12 Month) Price Hauled & Dumped Per Semi Load
Street Sweepings	\$ 825.00	\$ 875.00
Asphalt	\$ 250.00	\$ 265.00
Concrete	\$ 200.00	\$ 210.00
Dirt & Debris (Clean Spoils)	\$ 185.00	\$ 225.00

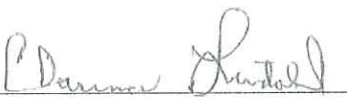
Hourly Price of Hauling Debris:	Price	Price
Snow Hauling (Minimum 4 hours)	\$ 95.00 /Per Hour	\$ 100.00 /Per Hour

Sand and Stone Delivery and Municipal Debris Hauling – Bid

Unit Price of Hauling Debris: YARDWASTE	May 1, 2011 – December 31, 2012 (20 Month) Price Hauled & Dumped Per Semi Load	January 1, 2013 – December 31, 2013 (12 Month) Price Hauled & Dumped Per Semi Load
Leaves	\$ No Bid	\$ No Bid
Mixed Debris	\$ No Bid	\$ No Bid

Options/Alterations:

Attach any additional additions/corrections/deletions to the back of the price sheet.

Authorizing Signature: 
 Title: **President** Date: **March 8, 2011**

Form must be completed in ink or typewritten and must be legible. Bids filled out in pencil will be disqualified.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Lindahl Brothers, Inc.

622 East Green Street, Bensenville, IL 60106-2548

as Principal, hereinafter called the Principal, and Continental Casualty Company

333 S. Wabash Ave., Chicago, IL 60604

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Bensenville

12 S. Center Street, Bensenville, IL 60106

as Obligor, hereinafter called the Obligor, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Sand and Stone Delivery and Municipal Debris Hauling / Municipal

Public Works Facility

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

Signed and sealed this 8th day of March, 2011

[Signature]
(Witness)

Lindahl Brothers, Inc.

(Principal)

(Seal)

By: [Signature]

President
(Title)

[Signature]
(Witness)



Continental Casualty Company

(Surety)

(Seal)

By: [Signature]

Attorney-in-Fact

Susan K. Landreth

(Title)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Susan K. Landreth , Individually

of Chicago, IL their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: Bid Bond

Principal: Lindahl Brothers, Inc.

Obligee: Village of Bensenville

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 20th day of January, 2011.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Stathy Darcy Senior Vice President

State of Illinois, County of Cook, ss:

On this 20th day of January, 2011, before me personally came Stathy Darcy to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Glenview, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013

Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 8th day of March, 2011.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents"

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Documents"

Section 3 Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VII—Execution of Documents"

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Insurance Company may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Insurance Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Insurance Company. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Insurance Company."



Date: 17-Jan-2011
Page 1 of 3
1945 E. 87th St
Chicago, IL 60617-2946
Phone (773) 721-2200
Fax (773) 721-2206

Field Report

Client: Lindahl Brothers **Arrive Time:** 12:00 PM **Tolls:**
Project: Monthly Gradations and **Depart Time:** 12:00 PM **Parking:**
Project No.: Misc Testina **Hours On Site:** 0.0 **Mobilization:**
Contact: **Add. Report Time:**
Company: **Delays:**
Phone: **Equipment:**

Office Use Only



Test Summary: Lab Test Results/Report

Weather: 73 °F, Inside

Note: This report is not to be reproduced except in full without the prior written approval of the laboratory. Reports marked "preliminary" are subject to review by FTL management prior to final issue. Locations, elevations, and depths may be estimated. Results relate only to the items tested.

No deficiencies included in this report

Attached are results of monthly gradations of CM-1B and CA-06 crushed concrete from your 33rd and California Yard. Results comply with gradation requirements. Material sampled per ASTM requirements by Aaron Wyatt.

Lab # 100011
IL CA-06 Crushed Concrete
Sampled 10-Jan-11
Rec'd 10-Jan-11

Lab # 100010
IL CMM-18 Crushed Concrete
Sampled 10-Jan-11
Rec'd 10-Jan-11

Procedure: ASTM C136/AASHTO T 27

Distribution:
Larry Lindahl (Lindahl)

Technician Signature: *Walter H. Flood*

Technician Printed Name: Walter H Flood, PE

REVISIONS:

Reviewed By: *Walter H. Flood*

Reviewed By: Walter H Flood, PE (Proj. Mgr.)

PRINTED DATE: 01/18/2011

POSTED DATE: 01/18/2011



Testing Laboratories, Inc.

Field / Lab Gradations

Inspector No. 362687861

Inspector Name FLOOD

I.D. Number

Date Sampled 10 Jan 2011

Seq. No.

Mix Plant No.

Mix Plant Name LINDAHL CHICAGO

*Contract No.

*Job No.

Responsible Loc. 91

Lab.

Lab Name

FLOOD TESTING LABS

Source Name 33RD & CALIFORNIA

Source	Mat. Code #	Type Insp.	Orig I.D. #	Insp. Qty.	Spec.	Article	Sampled From	Wash/Dry
50315-21	019CM06	PRO					SP	W

CA	75 (3) or 6.3 (1/4)	63 (2.5) 25 (1)	45 (1.75) 9.5 (3/8)	37.5 (1.5) 4.75 (4)	25 (1) 2.36 (8)	19 (3/4) 2 (10)	16 (5/8) 1.18 (16)	12.5 (1/2) 0.6 (30)	9.5 (3/8) 0.425 (40)	4.75 (4) 0.3 (50)	2.36 (8)	1.18 (16) 0.18 (80)	0.6 (30) 0.15 (100)	0.3 (50) 0.15 (100)	0.15 (100) 0.075 (200)	0.075 (200)
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Wash - 0.075 PI Ratio Test Results Remarks Sampled by AW; Received 10 Jan 11; Tested 14 Jan 11; Lab#100011

Sieve	CA	FA	Indiv. Wt. Retained	Cumul. Wt. Retained	Cumul. % Retained	Percent % Passing	Spec. Range % Passing
63 (2.5)							
50 (2)		25 (1)					
45 (1.75)		9.5 (3/8)					
37.5 (1.5)		4.75 (#4)					
25 (1)		2.36 (#8)	0	0	0	100	100
19 (3/4)		2 (#10)	374.3	374.3	3	97	90-100
16 (5/8)		1.18 (#16)	1362.7	1737.0	15	85	
12.5 (1/2)		0.6 (#30)	2011.9	3748.9	33	67	54-84
9.5 (3/8)		0.425 (#40)	1033.6	4782.5	42	58	
6.3 (1/4)							
4.75 (#4)		0.3 (#50)	1802.9	6585.4	57	43	30-56
2.36 (#8)			1249.7	7835.1	68	32	
1.18 (#16)		0.18 (#80)	933.0	8768.1	76	24	10-40
0.6 (#30)			642.2	9410.3	82	18	
0.425 (#40)							
0.3 (#50)		0.15 (#100)	616.2	10026.5	87	13	
0.15 (#100)			499.0	10525.5	91	9	
0.075 (#200)		0.075 (#200)	290.8	10816.3	93.9	6.1	4-12
Pan			108.5	10924.8			
Total Dry Wt.			11517.8				
Total Washed Wt.			10924.8				
Diff. -0.075(-200)			593.0	% Washed - 0.075	5.1		

Sampled From Codes	
BR Barge	RD Road
BE Belt Stream	SI Silo/Bin
CF Cold Feed	SP Stockpile
HB Hot Bin	TD Truck Dump
OB On Belt (Stopped)	TK Truck
PR Production	WB Weigh Belt
CR Rail Car	

0.075
0.425

(Mix Plant Only)

Lot
Bin

Copies:

Tester

CRAIG MARWICK

Agency

FTL

MISTIC INPUT

Date Entered

Initials



Testing Laboratories, Inc.

Field / Lab Gradations

Inspector No. 362687861

Inspector Name Flood

I.D. Number

Date Sampled 10 Jan 11

Seq. No.

Mix Plant No.

Mix Plant Name LINDAHL CHICAGO

*Contract No.

*Job No.

Responsible Loc. 91

Lab.

Lab Name

FLOOD TESTING LABS

Source Name 33RD & CALIFORNIA

Source	Mat. Code #	Type Insp.	Orig. I.D. #	Insp. Qty.	Spec.	Article	Sampled From	Wash/Dry
50315-21	019CM18	PRO					SP	W

CA	75 (3) or 6.3 (1/4)	50 (2) 25 (1)	45 (1.75) 9.5 (3/8)	37.5 (1.5) 4.75 (4)	25 (1) 2.36 (8)	19 (3/4) 2 (10)	16 (5/8) 1.18 (16)	12.5 (1/2) 0.6 (30)	9.5 (3/8) 0.425 (40)	4.75 (4) 0.3 (50)	2.36 (8) 0.18 (60)	1.18 (16) 0.075 (200)	0.3 (50) 0.15 (100)	0.15 (100) 0.075 (200)
----	------------------------	------------------	------------------------	------------------------	--------------------	--------------------	-----------------------	------------------------	-------------------------	----------------------	-----------------------	--------------------------	------------------------	---------------------------

Wash - 0.075

PI Ratio

Test Results

Remarks Spec for 8" - 100% passing

Date received: 10 Jan 11; Date tested: 14 Jan 11;

Sampled by AW; Lab. #100010

Sieve	CA	Sieve	FA	Indiv. Wt. Retained	Cumul. Wt. Retained	Cumul. % Retained	Percent % Passing	Spec. Range % Passing
4				0	0	0	100	80-100
50 (2)		25 (1)	102350	102350	67	33		20-70
45 (1.75)		9.5 (3/8)						
37.5 (1.5)		4.75 (#4)	30000	132350	87	13		
25 (1)		2.36 (#8)	18000	150350	99	1		
19 (3/4)		2 (#10)						
16 (5/8)		1.18 (#16)						
12.5 (1/2)		0.6 (#30)						
9.5 (3/8)		0.425 (#40)						
6.3 (1/4)								
4.75 (#4)		0.3 (#50)	1178.2	151528.2	100	0		
2.36 (#8)								
1.18 (#16)		0.18 (#80)						
0.6 (#30)								
0.425 (#40)								
0.3 (#50)		0.15 (#100)						
0.15 (#100)								
0.075 (#200)		0.075 (#200)	614.2	152142.4	100.0	0.0		0-10
Pan			27.4	152169.8				
Total Dry Wt.				152169.8				
Total Washed Wt.								
Diff. -0.075(-200)								% Washed - 0.075

Sampled From Codes			
BR	Barge	RD	Road
BE	Belt Stream	SI	Silo/Bin
CF	Cold Feed	SP	Stockpile
HB	Hot Bin	TD	Truck Dump
OB	On Belt (Stopped)	TK	Truck
PR	Production	WB	Weigh Belt
CR	Rail Car		

0.075

0.425

(Mix Plant Only)

Lot

Bin

Copies:

Tester

Craig Marwick

Agency

FTL

MISTIC INPUT

Date Entered

Initials

3 of 3

/FOR DTY03504

MI 504M (rev. 10/97)



Date: 02-Nov-2010
Page 1 of 2
1945 E. 87th St
Chicago, IL 60617-2946
Phone (773) 721-2200
Fax (773) 721-2206

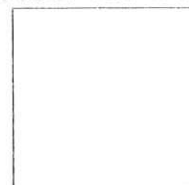
Field Report

Client: Lindahl Brothers
Project: Monthly Gradations and
Project No.: Misc Testing
Contact:
Company:
Phone:

Arrive Time: 12:00 PM
Depart Time: 12:00 PM
Hours On Site: 0.0
Add. Report Time:
Delays:
Equipment:

Tolls:
Parking:
Mobilization:

Office Use Only



Test Summary: Lab Test Results/Report

Weather: 73 °F, Inside

Note: This report is not to be reproduced except in full without the prior written approval of the laboratory. Reports marked "preliminary" are subject to review by FTL management prior to final issue. Locations, elevations, and depths may be estimated. Results relate only to the items tested.

No deficiencies included in this report

Attached are results of gradation of a sample of material obtained from your Bensenville yard. Material was found to comply with IL FA-06 gradation requirements.

Lab # 00396
Sampled 25-Oct-10

Distribution:
Larry Lindahl (Lindahl)

Technician Signature:

Technician Printed Name: Walter H Flood, PE

REVISIONS:

Reviewed By:

Reviewed By: Walter H Flood, PE (Proj. Mgr.)

PRINTED DATE: 11/02/2010

POSTED DATE: 11/02/2010



Field / Lab Gradations

Inspector No. 362687861

Inspector Name Flood

I.D. Number

Date Sampled 25 Oct 10

Seq. No.

Mix Plant No.

Mix Plant Name LINDAHL CHICAGO

*Contract No.

*Job No.

Responsible Loc. 91

Lab.

Lab Name

FLOOD TESTING LABS

Source Name 33RD & CALIFORNIA

Source	Mat. Code #	Type Insp.	Orig I.D. #	Insp. Qty.	Spec.	Article	Sampled From	Wash/Dry
50315-21		PRO					SP	W

CA	75 (3) or FA 6.3 (1/4)	50 (2) 25 (1)	45 (1.75) 9.5 (3/8)	37.5 (1.5) 4.75 (4)	25 (1) 2.36 (8)	19 (3/4) 2 (10)	16 (5/8) 1.18 (16)	12.5 (1/2) 0.6 (30)	9.5 (3/8) 0.425 (40)	4.75 (4) 0.3 (50)	0.15 (100) 0.075 (200)
----	---------------------------	------------------	------------------------	------------------------	--------------------	--------------------	-----------------------	------------------------	-------------------------	----------------------	---------------------------

Wash - 0.075

PI Ratio

Test Results

Remarks

Lab #00396; Received 25 Oct 10; Tested 2 Nov 10

Sieve	FA	Indiv. Wt. Retained	Cumul. Wt. Retained	Cumul. % Retained	Percent % Passing	Spec. Range % Passing
CA						
63 (2.5)						
50 (2)	25 (1)					
45 (1.75)	9.5 (3/8)					
37.5 (1.5)	4.75 (#4)	149.6	149.6	9	91	84-100
25 (1)	2.36 (#8)	83.0	232.6	14	86	
19 (3/4)	2 (#10)					
16 (5/8)	1.18 (#16)	92.0	324.6	20	80	
12.5 (1/2)	0.6 (#30)	81.2	405.8	24	76	
9.5 (3/8)	0.425 (#40)					
6.3 (1/4)						
4.75 (#4)	0.3 (#50)	184.1	589.9	36	64	
2.36 (#8)						
1.18 (#16)	0.18 (#80)					
0.6 (#30)						
0.425 (#40)						
0.3 (#50)	0.15 (#100)	928.9	1518.8	91	9	0-40
0.15 (#100)						
0.075 (#200)	0.075 (#200)	119.0	1637.8	98.4	1.6	0-12
Pan		2.3	1640.1			
Total Dry Wt.		1663.9				
Total Washed Wt.		1640.1				
Diff. -0.075(-200)		23.8	% Washed - 0.075	1.4		

Sampled From Codes			
BR	Barge	RD	Road
BE	Belt Stream	SI	Silo/Bin
CF	Cold Feed	SP	Stockpile
HB	Hot Bin	TD	Truck Dump
OB	On Belt (Stopped)	TK	Truck
PR	Production	WB	Weigh Belt
CR	Rail Car		

0.075
0.425

(Mix Plant Only)

Lot
Bin

Copies:

Tester

CRAIG MARWICK

Agency

FTL

MISTIC INPUT

Date Entered

Initials

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS FOR PROCUREMENT OF MATERIALS

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 bidder, 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 (if applicable) - The bidder 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, workmen and mechanics performing work under this contract. Bidder must adhere at all times to Federal Wage Determination #1189-11, Rev.Stat.Section 39 S-2 (Modification #3).
- 2) Removal or Suspension of Bidders - The Village of Bensenville may remove or suspend any bidder from the bidder'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 -
 - a) The bidder 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 proposal or the performance of this contract.

- b) 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) Bid Price Form - 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 "Sand and Stone and Municipal Debris Hauling - BID".
- 3) Late Bids - 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 bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder 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 bidders. 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 bidder.
- 6) Mistake in Bid and Bid Changes - No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.

- 7) Bid Binding - 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 bidders 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 bidders at least four (4) days prior to date established for receipt of bids.
- 9) Response to Invitations - 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 bidder's list.
- 10) Bid Attachments - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.
- 11) Bidder's Competence - The Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the bidder 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) Bid Opening - At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.
- 13) Bid Award - The bidder 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 bidders or all items to a single bidder (to accept, split, and or reject part(s) of any of all bids). In addition, the bidder recognizes the right of the Village to reject a bid if the bidder 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) Award or Rejection - Contracts are awarded to the lowest, most responsible bidder. In determining the responsibility of a bidder, the following are taken into consideration:
 - a) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - 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 bidder;
 - 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, bidder 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) Village Supervision - 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) Village Insurance Requirement – 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:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village of Bensenville named as additional insured; and
- (2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville 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 Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured's 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 Village of Bensenville, its officials, agents, employees, and volunteers.
- (b) The Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, 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 Village of Bensenville, its officials, agents, employees, and volunteers.
- (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or 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 Village of Bensenville, 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 Village of Bensenville.

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 Village of Bensenville with certificates of insurance naming the Village of Bensenville, 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 Village of Bensenville and are to be received and approved by the Village of Bensenville 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 Village of Bensenville 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

I) Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, 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 Village of Bensenville, 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 Village of Bensenville, 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 Village of Bensenville, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge the same. Contractor expressly understand 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 Village of Bensenville, 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 Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

- 5) F.O.B. - 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) Delivery Schedule - Bid items must be delivered within sixty (60) days from the date of execution of the contract unless a specific delivery date is stated on the bid. The Village may cancel contract without obligation if Delivery 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. All deliveries must be made on Monday - Friday, excluding Village holidays, between the hours of 7:00 a.m. and 3:30 p.m. Contractor is expected to ship in full truckload quantities within said sixty (60) day period unless prior approval has been granted by the Village in advance for circumstances beyond the control of the contractor.

- 7) Delivery - Bid price shall include delivery as indicated herein.
- 8) Default - 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, bidders will be required to furnish samples upon request and without charge to the Village.
- 10) Bidder’s Access to Procurement Information - 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 bidders as provided by such acts.
- 11) Acceptance - Contracted work will be considered accepted when final payment is made.
- 12) Payment -
- 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 1st and 3rd Tuesdays 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 1st and 3rd Tuesdays of the month.

- 13) Reorders - 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 of time specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, without delay, at no extra charge to the Village. Said time period shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, without delay, 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) Changes/Additional Services/Deletions - 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 proposal 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) Change Order Authorization - Pursuant to Public Act 85-1295 (Ill.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;

The party authorized to execute the above certification is the Village of Bensenville.

VENDOR:

Lindahl Brothers, Inc.



Signature

Clarence Lindahl, Jr.

President

Title

March 8, 2011

Date

Village of Bensenville:

Signature

Title

Date



REFERENCES:

Mr. Ron Jaski
Utility Division Supervisor
Village of Bensenville
717 E. Jefferson Street
Bensenville, Illinois 60106

Mr. Dennis Rouleau
Airport Manager
Chicago Executive Airport
1020 South Plant Road
Wheeling, IL 60090
(847) 537-2580 Ext. 114

TYPE: Resolution SUBMITTED BY: M. Martella DATE: 03.17.11

DESCRIPTION:

Resolution authorizing the application to seek Community Development Block Grant (CDBG) Disaster Recovery "IKE" Property Buyout Program funding to acquire flood prone homes affected by the 2008 flood.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Infrastructure & Environment
Committee

DATE: 03.15.11

BACKGROUND:

This funding is in response to the 2008 flood declared a disaster. The purpose of this program is to:

- Remove flood prone properties
- Demolish the structure and return to green space
- Mitigate the risk of future flood loss
- Achieve at least one of the National Objectives
 - Slum and Blight Mitigation
 - Urgent Need
 - Low to moderate income benefit

KEY ISSUES:

The project would entail the acquisition and demolition of targeted flood prone houses. This is a voluntary program and requires consent from every home we wish to acquire. Program also offers great incentive package to help relocate homeowners in town, but outside the flood zone.

ALTERNATIVES:

Approve the attached Resolution
Deny the attached Resolution

RECOMMENDATION:

Staff respectfully requests the approval of the Resolution
On 3/15/2011 the Infrastructure & Environment Committee voted unanimously to approve the resolution.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of the attached resolution

RESOLUTION NO.

**A RESOLUTION AUTHORIZING AN APPLICATION FOR A COMMUNITY
DEVELOPMENT BLOCK GRANT FOR THE
DISASTER RECOVERY "IKE" PROGRAM**

WHEREAS, the Community Development Block Grant Program has funds available for disaster recovery through the "IKE" Program; and

WHEREAS, the Village of Bensenville is interested in applying for "IKE" Program funding to support the proposed property buyout program project; and

WHEREAS, the President and Board of Trustees believe it is in the best interests of the residents of the Village that a grant application be made for this project.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. That the recitals set forth are made a part hereof as though fully stated herein.

SECTION 2. That the Village of Bensenville staff is directed and authorized hereby to apply for a grant under the terms and conditions of the State of Illinois, and to enter into and agree to the understandings and assurances contained in said application.

SECTION 3. That the Village President is authorized to provide such additional information as required, and to execute the grant application and documents associated therewith on behalf of the Village, and the Village Clerk to attest thereto.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 25 day of January, 2011.

APPROVED:

Frank Soto
Village President

ATTEST:

JoEllen Ridder
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE: Ordinance SUBMITTED BY: S. Viger DATE: 03.16.11

DESCRIPTION:

1. The property is a multiple tenant industrial building in the south business park.
2. The applicant is requesting a Conditional Use Permit (CUP) to operate an indoor athletic facility that will be a boxing training center.
3. Original plans to host "exhibitions" on site have been dropped, eliminating the need for a parking variance and additional bathroom facilities.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

Community & Economic Development

DATE:

01.18.11 & 03.15.11

BACKGROUND:

1. The applicant has operated a similar facility in the past and is "returning home" to Bensenville to re-establish the business.
2. There was concern regarding the parking and bathroom facilities for the proposed "exhibitions". In the intervening time, the applicant has dropped the "exhibitions" from the request eliminating the need for a parking variance and additional bathroom facilities.
3. He has also submitted an acknowledgement form the building's other tenants regarding the use, hours of operation and on-site parking.

KEY ISSUES:

1. Is the plan beneficial to the community?
2. Does the plan meet the approval criteria found in the Zoning Ordinance?

ALTERNATIVES:

1. Approve the draft Ordinance as submitted.
2. Approve the draft Ordinance with amendments.
3. Deny the draft Ordinance.
4. Remand the item to the CEDC for additional discussion.

RECOMMENDATION:

1. The staff recommends approval of the request with conditions.
2. On 12.13.10 the CDC voted unanimously (7 - 0) to approve the CUP with conditions.
3. On 01.18.11 the CEDC voted unanimously (3 - 0 President Soto, and Trustees Johnson & Peconio) not to forward the request to the Village President & Board of Trustees.
4. On 03.15.11 the CEDC voted unanimously (4 - 0) to approve the revised request.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

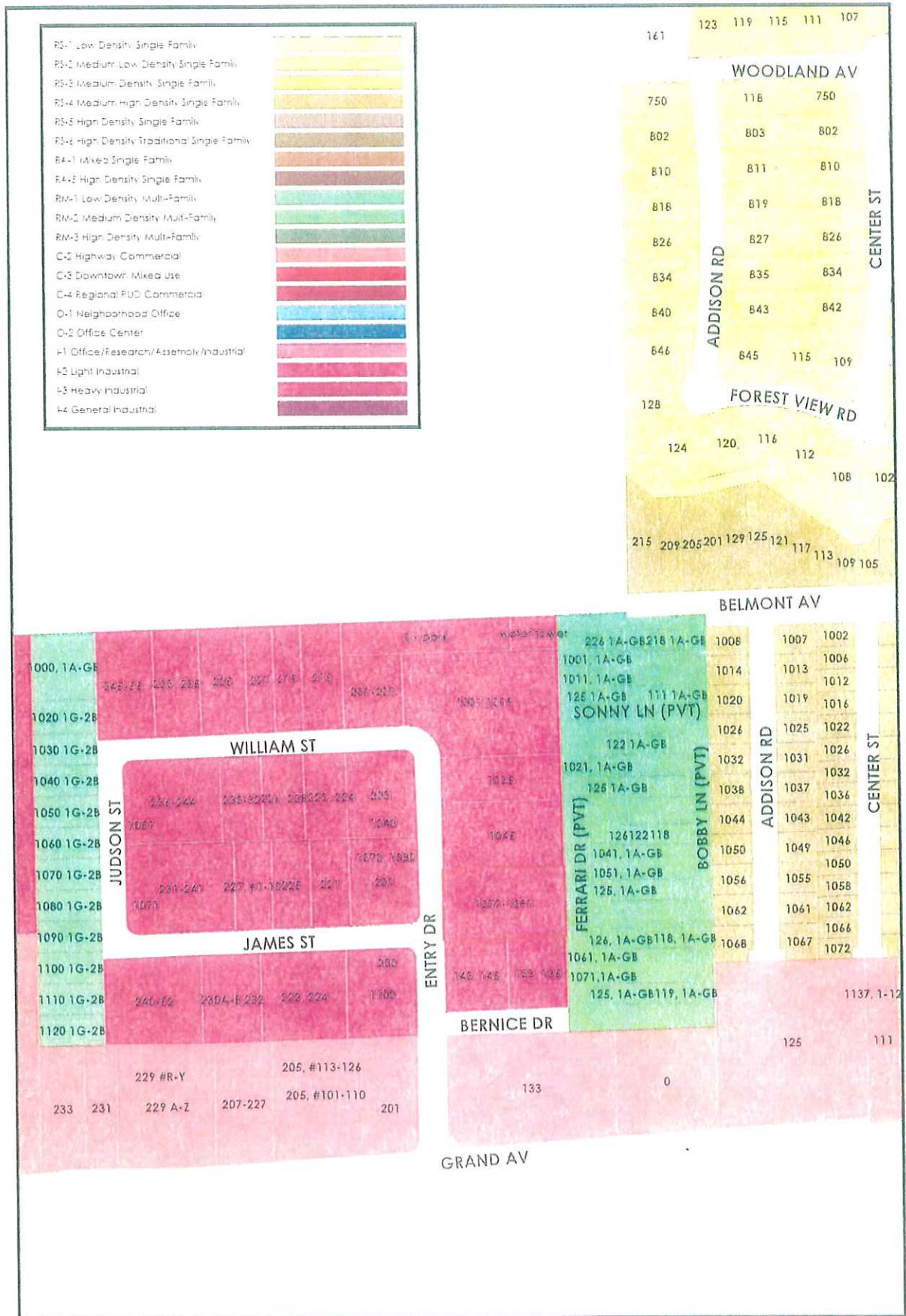
Adoption of the attached draft Ordinance approving the Conditional Use Permit for the Boxing Training Facility.

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Village of Bensenville

1077-1091 S Entry Dr. Zoning



ORDINANCE NO

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A BOXING TRAINING FACILITY AT 1081 ENTRY DRIVE, BENSENVILLE, ILLINOIS

WHEREAS, on or about November 15, 2010, Carlos Robles ("Applicant"), filed an application seeking a conditional use permit for operation of an indoor athletic facility, including uses for practice and training; and in relation thereto, a variance to reduce the required parking pursuant to the *Village of Bensenville Zoning Ordinance* ("Zoning Ordinance") for the property commonly known as 1081 Entry Drive, Bensenville, and legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being contained in the files for the property in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the requested conditional use permit and variance was published on November 28, 2010, in the *Daily Herald*, being a newspaper having general circulation within the Village of Bensenville (the "Village"), all as required by the statutes of the State of Illinois and the ordinance of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing commencing on December 13, 2010, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, at the time of the hearing the request for variance was withdrawn and hearing proceeded as the request for conditional use permit only; and

WHEREAS, following hearing, the Community Development Commission voted unanimously, 7 – 0, in favor of the conditional use permit, subject to the conditions suggested in the Staff Report; and

WHEREAS, the Community and Economic Development did meet on two occasions to consider the application and findings of fact as made by the Community Development Commission and following discussion concurred with the Commission on its findings as are attached hereto as Exhibit "B" and incorporated herein by reference, and has forwarded its recommendation to approve said application to the President and Board of Trustees; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and based on the recommendation of the Community Development Commission and its Community and Economic Development Committee have determined that the granting of the relief requested is consistent with the Zoning Ordinance and the orderly and harmonious development of the Village, subject to the conditions as recommended by the Commission.

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

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

SECTION TWO: That the Subject Property is currently zoned under the Zoning Ordinance as I-2 Light Industrial District.

SECTION THREE: That the Staff Report and Recommendation to approve the Conditional Use Permit sought in the application is attached as Exhibit "B."

SECTION FOUR: That the conditional use permit sought by the Applicant pursuant to Section 10-9-B-3 of the Zoning Ordinance is hereby granted for use of the property for operation of an athletic facility, i.e., boxing training facility, including uses for practice and training, subject to the following conditions:

1. That the property be developed in substantial compliance with the plans submitted as part of this application;
2. The "No Parking Fire Lane" signs are replaced;
3. The dumpsters are corralled; and
4. Upon the continued occupancy and use of the property by, as a boxing club, including uses for practice, and training, upon the cessation of which the condition use shall cease to exist.

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

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

PASSED AND APPROVED by the President and Board of Trustee of the Village of Bensenville, this 22nd day of March, 2011.

Frank Soto, Village President

ATTEST:

Jo Ellen Ridder, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAIN:

Ordinance # _____
Exhibit "A"
1081 Entry Drive
Legal Description

The legal Description is as follows:

THE SOUTH 400 FEET(EXCEPT THE SOUTH 200 FEET THEREOF) OF LOT 2 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH ½ OF THE 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, IL.

Commonly known as 1081 Entry Drive, Bensenville, Illinois

Memo

To: Mike Cassady, Village Manager
From: Victoria Kosman, Community and Economic Development Intern
Date: 3/7/2011
Re: 1081 Entry Drive CDC Case #2010-28 Amended Request

In response to the concerns raised by the Community and Economic Development Committee on January 18, 2011 regarding the inadequate bathroom facilities and parking, the petitioner has amended the request for the Indoor Athletic Facility located at 1081 Entry Drive. The amendment eliminates the exhibition portion of the application.

The applicant submitted the attached supplemental letters to officially amend his request. With this amendment to the application, the current parking and bathroom facilities are sufficient. The other five (5) tenants in the building signed a petition acknowledging Mr. Robles' request and the proposed parking for the training will not cause any conflicts.

The petitioner returns to the Community and Economic Development Committee on March 15, 2011 to present the amended request. The Community and Economic Development Department respectfully requests a favorable ruling to approve this amended CDC Case #2010-28.



COMMUNITY DEVELOPMENT COMMISSION

STAFF REPORT

HEARING DATE: December 13, 2010
CASE #: 2010- 28
PROPERTY: 1081 Entry Drive
PROPERTY OWNER: Brian M. Liston
APPLICANT: Carlos Robles
ACREAGE: Approximately 69,978.2 sq ft. (1.61 acres)
PIN NUMBERS: 03-26-201-020
REQUEST: Conditional Use Permit (CUP) for an Indoor Athletic Facility and Parking Variance

SURROUNDING LAND USE:

	Zoning	Land Use	Jurisdiction
Site	I-2	Light -Industrial	Village of Bensenville
North	I-2	Light-Industrial	Village of Bensenville
South	I-2	Light-Industrial	Village of Bensenville
East	RM-2	Multiple-Family	Village of Bensenville
West	I-2	Light-Industrial	Village of Bensenville

SUMMARY:

The applicant seeks a Conditional Use Permit for an indoor athletic facility to house boxing and wrestling training classes, as well as semimonthly shows. The property is zoned light-industrial and can be found northeast of the intersection of Entry Drive and James Street. The property exists within a multi-tenant office-warehouse building. The space allotted to the petitioner is approximately 3,264 sq ft. The petitioner, in addition to being a certified boxing trainer, has held both wrestling and amateur boxing shows at The Edge Ice Arena and in various other Illinois locations.

DEPARTMENT COMMENTS:

Public Works: No comments received.

Finance: No comments received.

Police: There is no parking allowed on Entry Drive and parking appears to be limited. Otherwise there are no concerns with the proposed use.

Engineering:

1. While there are physically enough stalls on site to satisfy the proposed use, it would be important to determine the number of vehicles parked outdoors during non-working hours when the use would be active.
2. The floor plan provided notes that there is only one single fixture bathroom to serve the unit to be operated as a gym. This may be adequate for when the unit is being used as a training facility, but is insufficient to serve an audience that could be as large as 144 and have members of both sexes.

Community & Economic Development:

Community Development

1. The parking requirement for a building containing an arena/stadium for assembly in accordance to the Village Code Section 10-11-11 will require 36 parking spaces.
2. There are 50 parking spaces on site.
3. A combined 20 spaces are required to accommodate the warehouse and office needs of the other tenants, leaving 30 spaces for the property of the proposed Conditional Use Permit. For this reason, the applicant requests a variance in six (6) of the required parking from 36 spaces to 30 spaces.
4. A single unisex bathroom will not accommodate the crowds expected for the semi-monthly events (see Building comment below).

Economic Development

5. The applicant has successfully conducted similar events at the Edge Ice Arena. See attached letter from Gary Thorsen.
6. It provides another local opportunity for children interested in wrestling and boxing.
7. The proposed Conditional Use Permit will create a new local form of family entertainment.
8. The current tenants within the building are as follows:
 - a. 1077 Avanti Stone, Inc.
 - b. 1079 Consolidated Steele
 - c. 1081 Vacant, Property in Question
 - d. 1083 Craftwood
 - e. 1085 RMC
 - f. 1089 Carnica, Inc.
 - g. 1091 Power Distributing, LLC

Inspectional Services

9. Two of the "No Parking Fire Lane" signs have become illegible and require replacement.
10. Two of the garbage dumpsters were not corralled.

Building

11. In accordance with the 2006 International Building Code and the 2004 Illinois Plumbing Code the use will require additional restroom facilities. The existing unisex facility is not acceptable.
12. Should the use be approved, a building permit for the construction of the additional restroom facilities shall be required.

APPROVAL CRITERIA FOR CONDITIONAL USES:

The Community Development Commission shall not recommend nor shall the Village Board permit a conditional use unless it shall make findings based upon the evidence presented to it in each specific case that:

1. Traffic: Any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized.

The program would not affect traffic dramatically because the expected activity period for the proposed facility would be after typical business hours: Monday through Friday from 5:30 PM to 10:00 PM.

2. Environmental Nuisance: Any effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of permitted uses in the district have been minimized.

Any environmental nuisance would be minimal and would be characteristic of permitted uses within the I-2 district.

3. Neighborhood Character: The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized.

The neighborhood character would be affected positively because it will provide an athletic opportunity and entertainment for residents.

4. Use Of Public Services And Facilities: The proposed use will not require existing community 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.

No significant changes in the use of public services or facilities will be necessary.

5. Public Necessity: The proposed use at the particular location requested is necessary to provide a service or a facility which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood community.

The proposed use will provide not only an after-school athletic opportunity; it also provides a location for the students to display their skills.

6. Other Factors: The use is in harmony with any other elements of the compatibility pertinent in the judgment of the commission to the conditional use in its proposed location.

APPROVAL CRITERIA FOR VARIANCES:

The Community Development Commission shall not recommend nor shall the Village Board grant a variance unless it shall make findings based upon the evidence presented to it in each specific case that:

1. Special Circumstances: Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.
2. Hardship Or Practical Difficulties: For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.
3. Circumstances Relate To Property: The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.
4. Not Resulting From Applicant Action: The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.
5. Preserve Rights Conferred By District: A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

6. Necessary For Use Of Property: The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.
7. Not Alter Local Character: The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.
8. Consistent With Title And Plan: The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.
9. Minimum Variance Needed: The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

RECOMMENDATIONS:

Staff recommends the approval of the Findings of Fact.

Staff recommends approval of the requested Conditional Use Permit to allow the Indoor Athletic Facility and parking variance subject to the following conditions:

1. That the property be developed in substantial compliance with the plans submitted as part of this application.
2. The Conditional Use Permit shall be applicable during the tenancy of Robles Boxing or any successor in interest it may have in assumption of the tenancy.
3. The "No Parking Fire Lane" signs are replaced.
4. The dumpsters are corralled.
5. The parking variance will be for a reduction of six parking spaces.
6. Adequate restroom facilities shall be provided in the unit in accordance with all applicable Codes.. Building permit required.

Respectfully Submitted,
Department of Community & Economic Development

CDC # 2010 – 28 1081 Entry Drive Public Hearing: 12.13.10
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Findings of Fact

Conditional Use Permit

The Community Development Commission hearing the testimony at the Public Hearing for the CDC Case #2010 – 28 a Conditional Use Permit to allow an indoor athletic facility at 1081 Entry Drive make the following Findings of Fact:

1. Traffic: The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized.
2. Environmental Nuisance: The proposed indoor athletic facility will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of permitted uses in the district have been minimized.
3. Neighborhood Character: The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized.
4. Use Of Public Services And Facilities: The proposed use will not require existing community 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. Public Necessity: The proposed use at the particular location requested is necessary to provide a service or a facility which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community.
6. Other Factors: The use is in harmony with any other elements of compatibility pertinent in the judgment of the commission to the conditional use in its proposed location.

Findings of Fact

Variances

The Community Development Commission hearing the testimony at the Public Hearing for the CDC Case #2010 – 28 variance to reduce the number of required parking spaces make the following Findings of Fact:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variance is sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.
2. **Hardship Or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.
3. **Circumstances Relate To Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity the present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.
4. **Not Resulting From Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.
5. **Preserve Rights Conferred By District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.
6. **Necessary For Use Of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.
7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.
8. **Consistent With Title And Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.
9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

TYPE: Ordinance SUBMITTED BY: S. Viger DATE: 03.15.11

DESCRIPTION:

1. Currently located in Elk Grove Village the Applicant is the contract purchaser of the former AutoTruck property at 1160 – 1200 N. Ellis Street.
2. Applicant seeks to obtain Conditional Use Permits (CUP) for Motor Vehicle Repair (Major & Minor) and Outdoor Storage (50% of site) and variances to facilitate their relocation to Bensenville.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Community & Economic Development

DATE: 03.15.11

BACKGROUND:

1. The Village has previously approved two ordinances for similar uses on the property in question.
2. Ord. #54 – 2010 allowing the Outdoor Storage of trucks/trailers on up to 50% of the site and the use of a non- approved surface, each for two years after approval.
3. Ord. #74 – 2010 approved a Conditional Use Permit to allow Motor Vehicle repair (Major & Minor) for APA73. This CUP is not "transferrable".
4. Amerifreight is seeking to relocate to the property in question from Elk Grove Village and is seeking a CUP to allow outdoor storage on 50% of the site, Motor Vehicle Repair (Major & Minor) and variances to reduce the screening requirement and to extend the allowable timeframe to utilize a non – approved surface.
5. Amerifreight has submitted a new Site Plan that razes approximately half of the southern building and redesigns the Outdoor Storage area while maintaining the 50% maximum.

KEY ISSUES:

1. Is the plan beneficial to the community?
2. Does the plan meet the approval criteria found in the Zoning Ordinance for Conditional Use Permits and variances?

ALTERNATIVES:

1. Approve the draft Ordinance as submitted.
2. Approve the draft Ordinance with further amendments.
3. Deny the draft Ordinance.
4. Remand the item to the CEDC for further discussion.

RECOMMENDATION:

1. The staff recommends approval of the request Conditional Use Permits and the screening variance with conditions, but is opposed to the variance regarding the unapproved surface.
2. ON 02.28.11 & 03.14.11 the CDC conducted a Public Hearing and unanimously recommended (5-0) to
3. On 03.15.11 the CEDC voted (3 – 1 Trustee Johnson in the minority) to concur with the CDC recommendation, granting all of the applicant's requests including the variance to extend the non – approved surface until June 2013.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Adoption of the attached draft Ordinance approving the Conditional Use Permits and variances.

Village of Bensenville

1160-1200 N. Ellis St.























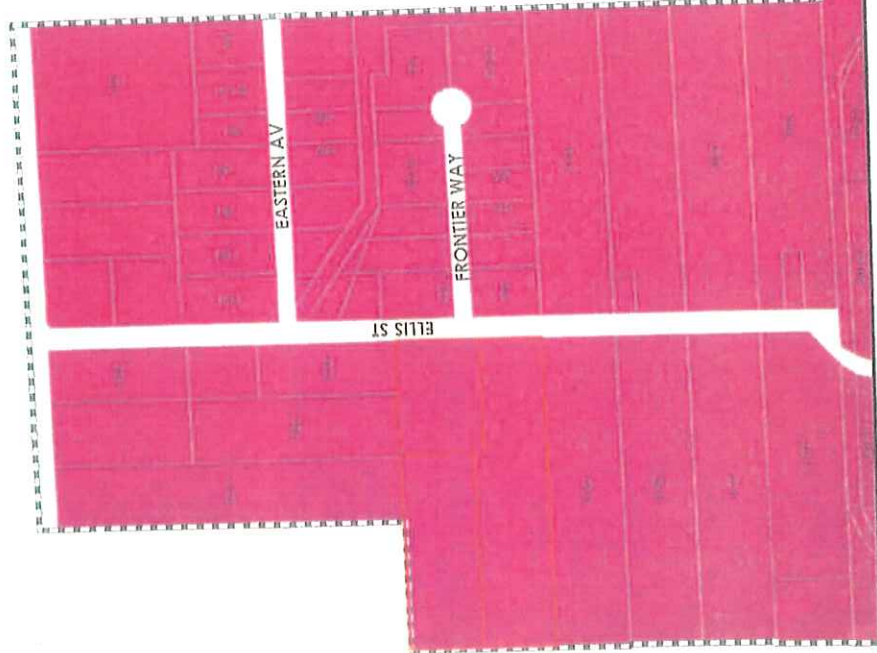
Village of Bensenville

1160-1200 N. Ellis St.



Bensenville Zoning

	RS-1 Low Density Single Family
	RS-2 Medium Low Density Single Family
	RS-3 Medium Density Single Family
	RS-4 Medium High Density Single Family
	RS-5 High Density Single Family
	RS-6 High Density Traditional Single Family
	RA-1 Mixed Single Family
	RA-5 High Density Single Family
	RM-1 Low Density Multi-Family
	RM-2 Medium Density Multi-Family
	RM-3 High Density Multi-Family
	C-2 Highway Commercial
	C-3 Downtown Mixed Use
	C-4 Regional PUD Commercial
	O-1 Neighborhood Office
	O-2 Office Center
	I-1 Office/Research/Assembly/Industrial
	I-2 Light Industrial
	I-3 Heavy Industrial
	I-4 General Industrial



ORDINANCE NO. _____

**AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT AND VARIANCES
FROM THE VILLAGE ZONING CODE TO AMERIFREIGHT SYSTEMS, LLC
AT 1160 AND 1200 NORTH ELLIS STREET, BENSENVILLE, ILLINOIS**

WHEREAS, ATI Oldco, Inc. (f/k/a Auto Truck, Inc. and MEWC Oldco, Inc. (f/k/a Mobile (the "Owner") and Amerifreight Systems, LLC ("Applicant") have filed an application seeking a conditional use permit to allow for outdoor storage of trucks and trailers, and for allowance to conduct motor vehicle repair (major and Minor), pursuant to Section 10-9B-3 of *The Village of Bensenville Zoning Ordinance* ("Zoning Ordinance"), and for variances from the requirements of Section 10-11-2G2 of the Zoning Ordinance to allow outdoor storage on a non-approved surface and Section 10-9B-3 of the Zoning Ordinance to allow outdoor storage that is non-screened at properties commonly known as 1160 and 1200 North Ellis Street, and legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Properties"), a copy of said application being on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the conditional use and variances sought by Applicant was published in a newspaper of general circulation in the Village 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 February 28, 2011 and March 14, 2011, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, the Community Development Commission, pursuant to said Public Hearing, made Findings of Fact as to the granting of the conditional use permit and the requested variances as set out in the Staff Report and adopted the Staff recommendation that the conditional use permit and the requested variances be granted subject to conditions as recommended by Staff as are attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, the Community Development Commission forwarded its recommendations, including its Findings of Fact, to the Village Board's Community and Economic Development Committee, which voted 3 -1 to concur in the recommendations made therein; and

WHEREAS, the Community and Economic Development Committee has forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees on or about March 22, 2011; and

WHEREAS, the President and Board of Village Trustees have considered the matter herein and have determined that the granting of the relief requested is consistent with the Zoning Ordinance and the orderly and harmonious development of the Village, subject to the recommended conditions to the conditional use permit and variances.

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

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

SECTION TWO: That the Subject Properties are currently zoned under the Zoning Ordinance as I-2 Light Industrial District, which zoning classification shall remain in effect subject to the conditional use permit and zoning variances granted herein.

SECTION THREE: That the Approval Criteria for a Conditional Use Permit and Variance from screening requirements having been addressed in the Staff Report, and the findings contained therein having been adopted by and attached to the recommendations of the Community Development Commission as its Findings of Fact as to the conditional use permit and variations addressed herein, they are now hereby adopted by the President and Board of Trustees.

SECTION FOUR: That, pursuant to Section 10-9C-3 of the Zoning Ordinance, a conditional use permit is granted to allow for outdoor storage of trucks and trailers on the Subject Properties and to allow the conduct of motor vehicle repair (major and Minor) and to approve the requested variation to allow outdoor storage on a partially non-screened area, subject to the following conditions:

1. That the properties be developed in substantial compliance with the plans submitted as a part of the application, prepared by Jacob & Hefner Associates, In., dated March 4, 2011;
2. For the duration of the conditional use, the subject properties shall be and meet the requirements of a "zoning lot" as defined in Section 10-2-3 of the Bensenville Village Code;

3. By the date on which the outdoor storage use is established, stormwater inlet protection shall be installed, together with any other Best Management Practices as identified by the Village's Director of Public Works, at all catch basin sites on the Subject Properties; and

4. Said conditional use permits and variations shall be applicable only during the tenancy of Applicant or any successor in interest it may have in assumption of the occupancy.

SECTION FIVE: That the variation requested for allowance of outdoor storage on a non-approved surface is hereby denied having failed to satisfy the approval criteria for said variance.

SECTION SIX: That all requirements of the Zoning Ordinance shall be applicable except as allowed by the conditional use permit and variances granted under this Ordinance.

SECTION SEVEN: That the terms and conditions set forth herein are deemed to be a fundamental element of the relief granted under this ordinance, and are intended by the Village and the Applicant to run with the Subject Properties and be binding upon any and all successors in interest to the Applicant.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 22nd day of March 2011.

Frank Soto, Village President

ATTEST:

Jo Ellen Ridder, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # _____
Exhibit "A"
1160 – 1200 N. Ellis Street
Legal Description

The Legal Description is as follows:

PARCEL 1

LOT 1 IN AUTO TRUCK, INC. ASSESSMENT PLAT OF PART OF LOTS 6 AND 7 IN DEVON FIVE ACRE FARMS, BEING A SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER AND PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED DOCUMENT NUMBER R92-240550 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT R93-027543, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2

LOTS 6 AND 7 IN DEVON FIVE ACRE FARMS, BEING A SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER AND PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT LOT 1 IN AUTO TRUCK, INC. ASSESSMENT PLAT OF PART OF LOTS 6 AND 7 IN DEVON FIVE ACRE FARMS, AFORESAID), IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 1160 – 1200 N. Ellis Street, Bensenville, Illinois



COMMUNITY DEVELOPMENT COMMISSION

STAFF REPORT

HEARING DATE: February 28, 2011/ March 14, 2011
CASE #: 2011- 01
PROPERTY: 1160-1200 N. Ellis Street
PROPERTY OWNER: ATI Oldco, Inc (fka Auto Truck) and MEWC Oldco, Inc (fka Mobile)
APPLICANT: Amerifreight Systems, LLC
ACREAGE: Approximately 9.75 acres
PIN NUMBERS: 03-02-102-031; -032; -033
REQUEST:
1. A Conditional Use Permit for outdoor storage up to 50% (Section 10-9B-3)
2. A Conditional Use Permit to conduct motor vehicle repair (major and minor) (Section 10 – 9B -3)
3. A Variance from outdoor storage on a non-approved surface (Section 10 -11B -2G2)
4. A Variance from outdoor storage that is partially non-screened (Section 10 -12 -2)

SURROUNDING LAND USE:

	Zoning	Land Use	Jurisdiction
Site	I-2	Industrial	Village of Bensenville
North	I-2	Industrial	Village of Bensenville
South	I-2	Industrial	Village of Bensenville
East	I-2	Industrial	Village of Bensenville
West	I-2	Industrial	Elk Grove Village

SUMMARY:

Amerifreight Systems, LLC currently located in Elk Grove Village is the contract purchaser of the Subject Property, 1160-1200 N. Ellis Road. The applicant is requesting the aforementioned four (4) items for approval prior to purchasing the Subject Property. The Village granted approval in Ordinance No. 54-2010 (attached) to the same requests for a Conditional Use Permit to allow for increased outdoor storage of trucks and trailers with variances to allow this outdoor storage on non-approved surfaces and partially non-screened outdoor storage on June 9, 2010 to Auto Truck, Inc. /Mobile Equipment Warehousing Co. The approval was bound by a twenty-four (24) month lifespan. Subsequently, Ordinance No. 74-2010 (attached) was passed to allow the tenants, APA 73, to conduct motor vehicle repair (major and minor) at the Subject Property. The site is

currently improved with a large gravel parking lot and two structures: 1160 N Ellis Street is approximately 44,038 SF and 1200 N Ellis is approximately 27,730 SF.

After the first Community Development Commission meeting on February 28, 2011, the applicant submitted a revised site plan prepared by Jacob & Hefner Associates, Inc. dated March 4, 2011. The new site plan retains the 50% outdoor storage originally presented; however, the layout is altered as the revised plans includes the demolition of approximately half of the 44,038 SF building at 1160 N Ellis.

DEPARTMENT COMMENTS:

Public Works: No concerns or issues.

Finance: All payments are current.

Police: No concerns or issues.

Engineering:

1. Condition Five (5) of the Conditional Use found in Section Four (4) of Ordinance #54-2010 required the installation of stormwater inlet protection together with any other Best Management Practices identified by the Director of Public Works. This condition should be imposed again if the Village chooses to offer the relief requested as the parking lot will remain as a gravel surface.
2. A maintenance schedule for the inlet protection devices should be agreed upon between the Village staff and the petitioner, if one has not been established with the current owner.
3. The variance request states that the grace period granted to Amerifreight Systems, LLC for the construction of an improved parking lot and associated detention storage be no less than 24 months in duration from the date of purchase of the property by Amerifreight. There should be a definitive cut-off date for the construction of the required improvements in lieu of the open-ended commitment offered by the petitioner.
4. The two ordinances approved last year were agreed to by the Village Board in recognition that the current property owner was in a hardship situation and it wished to offer temporary relief to the owner and remove a stumbling block to a potential transfer of ownership for the site.
5. Both ordinances contained a time limitation of no more than 24 months from the first day of the conditional use as an incentive to promote the redevelopment of the parcels in question once a sale had been consummated. It is our understanding that no physical improvements have been performed in the eight (8) months that have transpired since the approval of Ordinance #54-2010.

Community & Economic Development:

Economic Development

1. Amerifreight's proposed purchase and investment in the property provides Bensenville with a responsible and efficient means of property restoration.

Inspectional Services

1. The topography of the site is helpful, as the natural flow is inward to catch basins on the site as opposed to sheet draining to abutting properties.

Building – No Comment.

Community Development

1. There are two prior approvals for similar uses on this property: Ord. #54-2010 (dated 06.08.10) granted a Conditional Use Permit and variances to allow outdoor storage of trucks and trailers and variances to allow the outdoor storage on a non-approved surface, an increase in the percentage of the property to be used for outdoor storage and to reduce the screening requirement of the outdoor storage. A condition of approval is that the approvals will terminate after 24 months. The second Ordinance, #74 -2010 (dated 09.28.10) approved a Conditional Use Permit to allow Motor Vehicle Repair (Minor and Major). This Conditional Use Permit is applicable to the then applicant APA 73 only.
2. As a procedural matter, the current applicant "Amerifreight" is seeking a new Conditional Use Permit for Motor Vehicle Repair (Minor & Major) and is seeking a Conditional Use Permit to allow outdoor storage up to 50% of the subject property and to seek variances to reduce the screening requirement and to allow the outdoor storage to be on a non-approved surface for twenty four (24) months after they acquire the property.
3. The former outdoor storage yard on the property is fenced and properly screened on the north, south and east. The abutting western property line is fenced but is not screened, necessitating the variance request.
4. The site plan does not depict a gate separating the outdoor storage from the eastern portion of the site.
5. Approximately 50% of the site is gravel.
6. The I – 2 Light Industrial District allows outdoor storage up to 25% by right and up to 50% when approved for a Conditional Use Permit. The applicant desires outdoor storage on approximately 50% of the gross site area. The storage is to the north of the larger southern building and to the rear of each of the buildings.
7. The revised site plan redesigns the outdoor storage layout by maximizing the 50% outdoor storage allowance with an increase of the number of stalls from 112 to 122.
8. The Site Plan calls for 14' x 75' spaces in accordance with the Village's requirements.
9. The applicant testified on 02.28.11 in front of the Community Development Commission that the tractor-trailers will remain intact when parking and therefore no dolly pads are proposed.
10. The revised site plan establishes a more efficient way of maneuvering trailers in and out of site with the two loading aisles as opposed to the three aisles previously found in the outdated site plan.
11. It provides an opportunity to create a more aesthetically pleasing site with the removal of the western portion of the southern 1160 N Ellis building.
12. The proposed detention is to be in an underground vault.

13. It is unclear whether the rear storage area is to be curbed.
14. An accurate depiction of turning radii from various parking spaces is presented.
15. The specific engineering calculations and landscape plan to be reviewed prior to the permits being issued.

APPROVAL CRITERIA FOR CONDITIONAL USES (Outdoor Storage and Motor Vehicle Repair):

The Community Development Commission shall not recommend nor shall the Village Board permit a conditional use unless it shall make findings based upon the evidence presented to it in each specific case that:

1. Traffic: Any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized.

There will not be an adverse impact of types or volumes of traffic flow from the approval of either conditional use. The Subject Property already implements both of the conditional uses requested by the applicant, and no traffic concerns have been reported.

2. Environmental Nuisance: Any effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of permitted uses in the district have been minimized.

There will not be any additional effects of noise, glare, odor, dust, waste disposal, blockage of light, or other adverse environmental effects of a type or degree not characteristic of the allowed uses or existing uses in the zoning district.

3. Neighborhood Character: The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized.

There will not be any negative change or effects on the existing environmental quality, property values or neighborhood character beyond those normally associated with the permitted uses in the I-2 zoning district.

4. Use Of Public Services And Facilities: The proposed use will not require existing community 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.

Neither of the requested Conditional Use Permits will require existing community facilities or services to a degree disproportionate to that normally expected or currently used per the permitted uses in the I-2 zoning district. This is evident in

the Subject Property's current operation under the previously approved Conditional Use Permit.

5. Public Necessity: The proposed use at the particular location requested is necessary to provide a service or a facility which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood community.

The proposed Conditional Use Permits will continue to contribute to the general welfare of the community through its occupancy and payment of its required taxes and fees to the Village of Bensenville and applicable entities and authorities.

6. Other Factors: The use is in harmony with any other elements of the compatibility pertinent in the judgment of the commission to the conditional use in its proposed location.

APPROVAL CRITERIA FOR VARIANCES (SCREENING OF OUTDOOR STORAGE):

The Community Development Commission shall not recommend nor shall the Village Board grant a variance unless it shall make findings based upon the evidence presented to it in each specific case that:

1. Special Circumstances: Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

The Outdoor Storage area is not screened on the western property line as the abutting property in Elk Grove Village has a chain link fence without screening. The addition of a screening fence on the subject property would create a back to back fence situation that is unnecessary.

2. Hardship Or Practical Difficulties: For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

Without the requested variance, the hardship or practical difficulties would be the back to back fence situation and the resultant maintenance issues.

3. Circumstances Relate To Property: The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

Once again, the unique circumstance that relates to this property is the abutting property outside the corporate limits of the Village of Bensenville.

4. Not Resulting From Applicant Action: The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

Amerifreight's requested variance has not resulted from any act, undertaken by Amerifreight or a party with a present interest in the Subject Property.

5. Preserve Rights Conferred By District: A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

The requested variance is necessary for Amerifreight to enjoy a substantial property right of Outdoor Storage on its site as is possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to other such properties.

6. Necessary For Use Of Property: The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

The granting of the applicant's requested variance in this application is necessary not because of an increase in Amerifreight's economic return, but because without the requested variances Amerifreight will be deprived of the reasonable use and reasonable economic return from the Subject Property.

7. Not Alter Local Character: The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity based on the existing use at the Subject Property and the existing uses in the adjacent and surrounding I-2 industrial zoning district.

8. Consistent With Title And Plan: The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions

since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

The granting of the requested variance will be in harmony with the general purpose and intent of the existing ordinance and the General Development Plan and other applicable adopted plans of the Village of Bensenville, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof due to the currently existing use at the Subject Property and the adjacent and surrounding uses in the I-2 zoning district.

9. Minimum Variance Needed: The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

Minimum variances are requested.

APPROVAL CRITERIA FOR VARIANCE (Non-Approved Surface):

The Community Development Commission shall not recommend nor shall the Village Board grant a variance unless it shall make findings based upon the evidence presented to it in each specific case that:

1. Special Circumstances: Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

The requested variance is based on the existing non-compliant surface. Staff does not believe that continued non-compliance is a Special Circumstance.

2. Hardship Or Practical Difficulties: For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

The applicant has entered into the purchase contract after the twenty four month sunset provision was enacted. Other than financial inconvenience the applicant has not demonstrated a hardship.

3. Circumstances Relate To Property: The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner

or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

The variance request is not based on the physical characteristics of the property but rather the applicant's proposed business activity and the cost of compliance.

4. Not Resulting From Applicant Action: The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

The applicant has entered into the purchase contract after the twenty four month sunset provision was enacted.

5. Preserve Rights Conferred By District: A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

The requested variance would confer a substantial property right on this site that is not possessed by other properties in the same zoning district and does confer a special privilege ordinarily denied to other such properties.

6. Necessary For Use Of Property: The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

The applicant has entered into the purchase contract after the twenty four month sunset provision was enacted. Other than financial inconvenience the applicant has not demonstrated a hardship.

7. Not Alter Local Character: The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

The granting of the variance will alter the essential character of the locality and substantially impair environmental quality, property values or public safety or welfare in the vicinity based on the existing use at the Subject Property and the existing uses in the adjacent and surrounding I-2 industrial zoning district.

8. Consistent With Title And Plan: The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions

since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

The granting of the requested variance would not be in harmony with the general purpose and intent of the existing ordinance and the General Development Plan and other applicable adopted plans of the Village of Bensenville.

9. Minimum Variance Needed: The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

Minimum variance is requested.

RECOMMENDATIONS:

Staff recommends the approval of the Findings of Fact.

Staff recommends approval of the requested Conditional Use Permits to allow the increased outdoor storage to up to 50% of the subject property, and motor vehicle repair (major and minor), as well as the variance to allow outdoor storage in a partially non-screened area subject to the following conditions:

1. That the property be developed in substantial compliance with the plans submitted as part of this application, prepared by Jacob & Hefner Associates, Inc. dated 03.04.2011,
2. For the duration of the conditional use, the Subject Properties shall be and meet the requirements of a "zoning lot," as defined in Section 10-2-3 of the Bensenville Village Code.
3. By the date on which the outdoor storage use is established, stormwater inlet protection shall be installed, together with any other Best Management Practices identified by the Village's Director of Public Works, at all catch basin sites on the Subject Properties.
4. And the Conditional Use Permit shall be applicable during the tenancy of Amerifreight Systems, LLC or any successor in interest it may have in assumption of the tenancy.

Staff recommends the denial of the variance to allow outdoor storage on a non-approved surface for an additional period of time.

Respectfully Submitted,

Department of Community & Economic Development

VILLAGE OF BENSENVILLE

TYPE: Ordinance **SUBMITTED BY:** Tim Sloth **DATE:** March 8, 2011

DESCRIPTION: AN ORDINANCE AMENDING TITLE 5, CHAPTER 4, SECTION 5 A., OF THE BENSENVILLE VILLAGE CODE TO PROVIDE FOR REDUCED MOTOR PASSENGER VEHICLE LICENSE FEES FOR MILITARY PERSONNEL ON ACTIVE DUTY, DISABLED VETERANS, AND DISABLED PERSONS ON THE ILLINOIS "CIRCUIT BREAKER" PROGRAM

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>
<input checked="" type="checkbox"/>	<i>Quality Customer Oriented Services</i>
<input type="checkbox"/>	<i>Safe and Beautiful Village</i>

<input type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input type="checkbox"/>	<i>Vibrant Major Corridors</i>

ASSIGNED COMMITTEE: Administration, Finance & Legislation **DATE:** 3/22/2011

BACKGROUND: Staff has looked into the vehicle sticker pricing for 2011 and is recommending two additional categories with all other pricing staying the same. The two additional categories would provide a discount to military personnel who are on active duty or are disabled and to disabled persons on the Illinois "Circuit Breaker" program.

Staff conducted a survey of neighboring municipalities to see what they charged for vehicle stickers and what type of discounts they offered. After analyzing this information staff feels that a \$5.00 fee for the two new categories is appropriate. As the survey shows many villages do not offer any discount while some others are as cheap as \$1 or even free in some cases. At \$5.00 the Village is providing a substantial discount (83%) while still covering costs and not completely giving away the farm. At this price the Village would be right in the middle of the pack among neighboring villages. The direct cost of 1 vehicle sticker (includes production and mailing of the application, postage and the actual cost of the sticker itself) is \$.93. This does not include Munis software costs, supplies and postage for mailing the sticker back to the customer, as well as staff processing time. For each sticker sold, staff needs to physically ring up the sale and deliver the actual sticker either in person or via mail to the customer. Additionally, staff has to process each day's batches and insure proper posting into the Munis G/L system. Last year we sold 11,640 licenses.

At this time we are recommending to leave all other rates the same for 2011. We will review the pricing levels again in 2012 and will most likely recommend matching the senior rate to the new discounted rates.

Attached for Committee review are various documents including the proposed ordinance which shows the proposed vehicle sticker pricing, a survey of neighboring municipalities and additional information on the Illinois Circuit Breaker program.

KEY ISSUES: We would like to move forward with these discounts but the timing is such that we need to bring any committee recommendation to the Board at the March 22nd meeting.

ALTERNATIVES: Committee Discretion

RECOMMENDATION: Recommend approval of ordinance.

BUDGET IMPACT: The Village budgeted \$400,000 for vehicle license revenue. The new discounts will have a slightly negative impact on this revenue source. It has not been determined how many people will qualify for the new discounts but we estimate it is negligible.

ACTION REQUIRED: Committee approval of the proposed discounts and Board action at the regular meeting subject to committee action.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 4, SECTION 5 A., OF THE
BENSENVILLE VILLAGE CODE TO PROVIDE FOR REDUCED MOTOR
PASSENGER VEHICLE LICENSE FEES FOR MILITARY PERSONNEL ON
ACTIVE DUTY, DISABLED VETERANS, AND DISABLED PERSONS ON THE
ILLINOIS "CIRCUIT BREAKER" PROGRAM**

WHEREAS, the Village of Bensenville ("Village") is a municipality duly organized and operating under the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, and is authorized to provide thereunder for the licensing of motor vehicles registered to residents of the Village; and

WHEREAS, Title 5, Chapter 4, Section 5. A., "License Fees, Term," of the *Bensenville Village Code* for Village motor vehicle licenses does not provide for reduced license fees for motor passenger vehicles registered to residents of the Village who are on active duty with the United States military or who are disabled veterans or disabled persons on the Illinois Department of Aging's "Circuit Breaker" Program; and

WHEREAS, after consultation with Village staff, the President and Board of Village Trustees have determined that it is appropriate to assist in relieving the financial hardship such residents bear by reducing the Village license fee for motor passenger vehicles registered to them up to two (2) such vehicles; and

WHEREAS, accordingly, the President and Board of Village Trustees have determined that it is appropriate that Title 5, Chapter 4, Section 5 A., "License Fees, Term," of the *Bensenville Village Code*, to provide for reduced license fees, as set out in Exhibit "A," which attached hereto and incorporated herein by reference, for up to two (2) motor passenger vehicles registered to residents of the Village who are on active duty with the United States military or who are disabled veterans or disabled persons on the Illinois Department of Aging's "Circuit Breaker" Program,

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

SECTION ONE: The foregoing recitals hereby incorporated by reference as if fully set forth.

SECTION TWO: Title 5, Chapter 4, Section 5 A., "License Fees, Term," of the *Bensenville Village Code*, is hereby amended to read in its entirety as set out Exhibit "A," which attached hereto and incorporated herein by reference.

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

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

PASSED AND APPROVED by the President and Board of Village Trustees of the Village of Bensenville this 22nd day of March 2011.

Frank Soto, Village President

ATTEST:

Jo Ellen Ridder, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

EXHIBIT "A"

5-4-5: LICENSE FEES, TERM:

A. The annual vehicle tax shall be as follows:

	On Or Before June 30	After June 30	After November 30
Motor bicycle or motor tricycle	\$20.00	\$50.00	\$100.00
Motor passenger vehicle, except motor truck, motor driven commercial vehicle, motorbus and motor vehicle used for public hire	30 .00	50 .00	100 .00
"Recreational vehicle" as defined in the Illinois motor vehicle act	30 .00	50 .00	100 .00
Any individual, who has attained the age of 65 years at the time of payment, shall be entitled to pay the reduced license fee stated for each motor passenger vehicle (except motor truck, motor driven commercial vehicle, motorbus and motor vehicle used for public hire), up to two (2) such vehicles, for which he or she is required to pay an annual license fee by this Chapter.	1 .00	30 .00	50 .00
Any individual who, at the time of payment, is deployed on active military duty for the United States or is disabled veteran of the United State's military service shall be entitled to pay the reduced license fee stated for each motor passenger vehicle (except motor truck, motor driven commercial vehicle, motorbus and motor vehicle used for public hire), up to two (2) such vehicles, for which he or she is required to pay an annual license fee by this Chapter.	5.00	30.00	50.00

Any individual who, at the time of payment, is disabled and because of said disability has been accepted for enrollment in the Illinois Department of Aging's "Circuit Breaker" Program shall be entitled to pay the reduced license fee stated for each motor passenger vehicle (except motor truck, motor driven commercial vehicle, motorbus and motor vehicle used for public hire), up to two (2) such vehicles, for which he or she is required to pay an annual license fee by this Chapter.

5.00

30.00

50.00

"Motor truck", "motor coach", "motorbus", and other "motor vehicles" shall be as defined and classified according to state classification contained in the Illinois motor vehicle act:

Weight/Pounds	State/Plate Classification	On Or Before June 30	After June 30	After November 30
8,000 or less	B	\$ 49 .00	\$ 99 .00	\$199 .00
8,001 _ 12,000	D	79 .00	129 .00	229 .00
12,001 _ 16,000	F	97 .00	147 .00	247 .00
16,001 _ 26,000	H	118 .00	168 .00	268 .00
26,001 _ 28,000	J	138 .00	188 .00	288 .00
28,001 _ 32,000	K	157 .00	207 .00	307 .00
32,001 _ 36,000	L	164 .00	214 .00	314 .00
36,001 _ 40,000	N	172 .00	222 .00	322 .00

40,001 _ 45,000	P	180 .00	230 .00	330 .00
45,001 _ 50,000	Q	187 .00	237 .00	337 .00
50,001 _ 54,999	R	194 .00	244 .00	344 .00
55,000 _ 59,500	S	202 .00	252 .00	352 .00
59,501 _ 64,000	T	210 .00	260 .00	360 .00
64,001 _ 73,280	V	217 .00	267 .00	367 .00
73,281 _ 77,000	X	226 .00	276 .00	376 .00
77,001 _ 80,000	Z	233 .00	283 .00	383 .00

Local Vehicle Sticker Information

Municipality	Regular	Handicap	Military	Senior	Notes
Addision	20	1	1	1	
Bartlett	20	None	None	Free	1 free senior per household
Bensenville	30	None	None	1	
Carol Stream	15	None	Free	3	Active Duty Only
Clarendon Hills	40	None	None	20	
Elmhurst	36	None	None	9	
Elk Grove Village	25	3	3	3	
Glen Ellyn	25	Free	Free	Free	Handicap = social security disability, Seniors = 1 free per household
Hinsdale	30	None	10	15	Active Duty Only
Lombard	15	None	3	3	Disabled veterans
Roselle	35	17.50	None	17.50	Handicap = social security disability
St. Charles	Vehicle Stickers are free.				
Bloomington	Does not require Vehicle Stickers.				
Bolingbrook	Does not require Vehicle Stickers.				
Burr Ridge	Does not require Vehicle Stickers.				
Downers Grove	Does not require Vehicle Stickers.				
Itasca	Does not require Vehicle Stickers.				
Oak Brook	Does not require Vehicle Stickers.				
Oak Brook Terrace	Does not require Vehicle Stickers.				
Villa Park	Does not require Vehicle Stickers.				
Warrenville	Does not require Vehicle Stickers.				
Wheaton	Does not require Vehicle Stickers.				
Willow Brook	Does not require Vehicle Stickers.				
Winfield	Does not require Vehicle Stickers.				

TYPE: Ordinance **SUBMITTED BY:** Village Clerk's Office **DATE:** 3/22/11

DESCRIPTION: An Ordinance Amending Title 3, Chapter 3, Section 13, of the Bensenville Village Code to Permit the Retail Sale, Giving Away, and Consumption of Alcoholic Liquor on Class E-1 and E-2 Licensed Premises Beginning at Nine O'clock (9:00) a.m. on Sunday

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Discussed & Direction provided by the CED Committee **DATE:** March 15, 2011

BACKGROUND: The Village of Bensenville has been approached by the holder of Class E-1 liquor license requesting Village consideration of an amendment to the current Village Code to allow the sale of alcohol on Sunday mornings. This change would allow the business to serve alcohol during brunch. This matter was briefly discussed at the March 15, 2011 Community & Economic Committee meeting and the draft ordinance is also being presented for review to the Administration, Finance and Legislation Committee prior to Board consideration. Both Class E-1 and Class E-2 require the serving of food in conjunction with the serving of liquor. The Class E-1 allows all types of liquor to be served; Class E-2 restricts liquor sales to beer and wine. Staff is recommending that the change in hours be applied to both the Class E-1 and the Class E-2.

KEY ISSUES: The current Village Code allows the sale of alcohol from 12:00 p.m. to 2:00 a.m. on Sundays which limits the serving of liquor in conjunction with a "Sunday" brunch.

ALTERNATIVES: Board discretion.

RECOMMENDATION: Staff recommends the approval of an Ordinance Amending Title 3, Chapter 3, Section 13, of the Bensenville Village Code to Permit the Retail Sale, Giving Away, and Consumption of Alcoholic Liquor on Class E-1 and E-2 Licensed Premises Beginning at Nine O'clock (9:00) a.m. on Sunday. This will allow the sale of alcohol from 9:00 a.m. to 2:00 am on Sundays in conjunction with Class E-1 and E-2 liquor licenses only.

BUDGET IMPACT: Provides the opportunity for business expansion for restaurants which if successful will generate for the Village additional sales tax revenues.

ACTION REQUIRED: Motion to adopt the Ordinance Amending Title 3, Chapter 3, Section 13, of the Bensenville Village Code to Permit the Retail Sale, Giving Away, and Consumption of Alcoholic Liquor on Class E-1 and E-2 Licensed Premises Beginning at Nine O'clock (9:00) a.m. on Sunday.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, SECTION 13, OF THE
BENSENVILLE VILLAGE CODE TO PERMIT THE RETAIL SALE, GIVING
AWAY, AND CONSUMPTION OF ALCOHOLIC LIQUOR ON CLASS E-1 AND
E-2 LICENSED PREMISES BEGINNING AT NINE O'CLOCK (9:00) A.M. ON
SUNDAYS**

WHEREAS, the Village of Bensenville ("Village") is a municipality duly organized and operating under the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, and is authorized to provide for the licensing of the sales and service of alcoholic beverages within its boundaries pursuant to the Liquor Control Act of 1934, 235 ILCS 5/1-1 *et seq.*; and

WHEREAS, Title 3, Chapter 3, Section 13, "Closing Hours," of the *Bensenville Village Code* prohibits the selling at retail, giving away or consumption of alcoholic liquor on all licensed premises within the Village between the hours of two o'clock (2:00) A.M. and twelve o'clock (12:00) noon on Sundays; and

WHEREAS, the Village has received requests from restaurants holding Village liquor licenses to allow liquor sales on Sunday mornings prior to twelve o'clock (12:00) noon so that liquor may be served with brunch or Sunday luncheon; and

WHEREAS, after investigation of and consultation with Village staff about such requests, the President and Board of Village Trustees have determined that allowing restaurants to sell and serve alcoholic liquor with brunch or luncheon on Sundays prior to twelve o'clock (12:00) noon enhance patrons enjoyment of those meals and benefit restaurants and business within the Village without any significant deleterious effects on the general welfare of the Village; and

WHEREAS, accordingly, the President and Board of Village Trustees have determined that it is appropriate that Title 3, Chapter 3, Section 13, "Closing Hours," of the *Bensenville Village Code* be amended so that holders of class E-1 and E-2 licenses may sell at retail, give away, or allow the consumption of alcoholic liquor on their

premises beginning at nine o'clock (9:00) A.M. rather than a twelve o'clock (12:00) noon on Sundays,

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

SECTION ONE: The foregoing recitals hereby incorporated by reference as if fully set forth.

SECTION TWO: Title 3, Chapter 3, Section 13, "Closing Hours," of the *BENSENVILLE VILLAGE CODE* is hereby amended to read in its entirety as follows:

3-3-13: CLOSING HOURS:

No person licensed under this Chapter may sell at retail, give away or consume alcoholic liquor between the hours of two o'clock (2:00) A.M. and six o'clock (6:00) A.M. on Monday through Saturday. Persons holding class E-1 or E-2 licenses under this Chapter shall not sell at retail, give away, or allow consumption of alcoholic liquor on the licensed premises between the hours of two o'clock (2:00) A.M. and nine o'clock (9:00) A.M. on Sunday. All other persons licensed under this Chapter shall not sell at retail, give away, or allow consumption of alcoholic liquor on the licensed premises between the hours of two o'clock (2:00) A.M. and twelve o'clock (12:00) noon on Sunday. A person licensed to sell at retail any alcoholic liquor may do so on the day of any national, state, county or municipal election, including primary elections during the hours the polls are open and such other times as provided by this Chapter.

Every person licensed under this Chapter to sell alcoholic liquor at retail shall cause all lights of all outside advertising display or illuminating signs to be turned off at the closing hour established under this Section.

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

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

PASSED AND APPROVED by the President and Board of Village Trustees of the Village of Bensenville this 22nd day of March 2011.

Frank Soto, Village President

ATTEST:

Jo Ellen Ridder, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE: Ordinance

SUBMITTED BY: Chief Frank Kosman

DATE: 3-16-11

DESCRIPTION: An ordinance amendment streamlining the fine payment schedule for the administrative hearing process.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Public Safety 4-0

DATE: 3-15 -11

BACKGROUND

The village has been conducting parking and vehicle related administrative hearings successfully since 2007. The process currently has 3 hearings before the maximum fine of \$250 is imposed. The proposed ordinance amendment would allow a violator to pay the same minimum fine up to 15 days prior to the first hearing. If paid between 15 days and 25 days, the fine would be \$125. If paid after the 25 days and/or is found liable at the hearing or fails to appear at the hearing, the fine would be \$250. See the attached Chart for further clarification.

KEY ISSUES:

Current process is administratively burdensome. It is also a much longer process which impacts our ability to effectively collect from those that do not comply. This new process will provide the violator with proper and clear notice, encourage payment prior to the hearing date through a reduced fee structure and shorten the overall time period which should positively impact collection efforts. Staff time required to coordinate process will also be significantly reduces as a result of additional responsibilities being assumed by MSI and the elimination of notices advising violators of multiple hearing dates.

ALTERNATIVES:

Board Discretion

RECOMMENDATION:

The staff recommendation is to approve the proposed ordinance amendment as drafted by the Village Attorney.

BUDGET IMPACT:

The results of the changes are anticipated to be savings in staff time in processing the tickets.

ACTION REQUIRED:

Approval of ordinances

Parking and Compliance Ticket Fee Schedule

	General Fine Amount	Handicapped Fine Amount	Traffic Compliance Fine Amount
If paid within 15 days of issuance of the ticket.	\$25.00	\$100.00	\$50.00
If paid from 16 to 25 days after issuance of ticket.	\$125.00	\$125.00	\$125.00
If paid after 25 days after issuance of the ticket, upon the finding of liability for the violation at the hearing, or after failure to appear at the hearing.	\$250.00	\$250.00	\$250.00

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 5 CHAPTER 8, SECTION 8,
“SCHEDULE OF FINES AND PENALTIES,” OF THE BENSENVILLE
VILLAGE CODE**

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

WHEREAS, the Village is authorized, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-2.2-10, and the Illinois Vehicle Code, 625 ILCS 5/11-208.3, to adopt and incorporate a system for administrative adjudication of general regulations and of vehicle parking, standing and compliance regulations of the Bensenville Village Code (hereinafter the “Village Code”); and

WHEREAS, the President and Board of Trustees find that it is in the best interest of the Village and its citizens to amend Title 5, Chapter 8, Section 8, “Schedule of Fines and Penalties,” of the Village Code; and

WHEREAS, the President and Board of Trustees find that amending Title 5, Chapter 8, Section 8, “Schedule of Fines and Penalties,” of the Village Code will provide for a more effective system to prosecute violations of the Village Code.

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

SECTION TWO: That Chapter 8, Section 5-8-8 of the Bensenville Village Code is amended hereby, with the crossed-out portions of Section 5-8-8 being deleted and restated in its entirety as follows:

- A. The fines and penalties which shall be imposed for the violation of vehicular standing, parking, or compliance regulation violation(s) shall be as follows:

FINE PAYMENT SCHEDULE

		General Fine Amount	Handicapped Fine Amount	Traffic Compliance
Step 1	Upon service of a "Violation Notice" issued and paid <i>within 15 days of receiving said</i> prior to the Notice commencement of the first hearing date, the fine amount will be:	\$ 25 .00	\$100 .00	\$ 50 .00
Step 2	Having failed to pay the fine amount specified in step 1 prior to or on the first hearing date, the fine amount, if paid prior to the second hearing date will be: Upon service of a "Violation Notice" issued and paid after 15 days of receiving said Notice but within 25 days of receiving said Notice the fine amount will be:	75 .00 125.00	150 .00 125.00	100 .00 125.00
Step 3	Having failed to pay the fine amount specified in step 2 prior to the second hearing date, the fine amount, if paid on the second hearing date or prior to the third hearing date will be:	150 .00	200 .00	200 .00
Step 4 Step 3	Having failed to pay the fine amount specified in steps 1 and 2 3 prior to the third hearing date, the fine amount, if paid on the third hearing date or upon the finding of liability for the violation, after failure to appear at the third hearing, will be:	250 .00	250 .00	250 .00

- B. The fines and penalties herein set forth shall be uniformly applied for each violation of any applicable Village Ordinance.
- C. The Village adopts by reference all current and future local standing, parking or condition of vehicle ordinances, and those provisions of the Illinois Compiled Statutes governing the standing, parking, or condition of vehicles, for its enforcement and adjudication within the geographical boundaries of the village and in those areas subject to off street parking agreements. (Ord. 33-2007, 7-16-2007)

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this _____ day of Mach, 2011.

APPROVED:

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

TYPE: Resolution

SUBMITTED BY: Chief Frank Kosman

DATE: 3/16/2011

DESCRIPTION: Resolution to Authorize the Village President to Execute an IGA for Police Dispatch Services with the Village of Addison

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Public Safety 4-1

DATE: 3/15/11

BACKGROUND

In order to provide optimal service to the public while being financially responsible, the police department investigated cost savings from consolidating dispatch with other departments. The Village has budgeted \$395,269 for personnel costs in the form of wages and benefits for dispatch this year. Consolidation provides an opportunity for personnel cost savings of \$167,053 to \$194,448 per year. For these cost savings, the police department would only be open to the public during the week from 8:00 AM until 6:00 PM. Anyone coming to the station at another time would call the consolidated dispatch center on a phone from the lobby for assistance.

KEY ISSUES:

The key issue involved which of the final two most cost effective consolidations with either Wood Dale or Addison would be the optimal choice. Both would provide professional and comparable service. Addison quoted the Village a price of \$200,821 per year for 3 years. Wood Dale quoted the Village a price of \$228,216 for the first year and \$232,781 for the next 2 years. The Addison proposal is \$91,315 less over the 3 years.

ALTERNATIVES:

1. Maintain Communication Center with no or limited ETSB funding.
2. Consolidation of Dispatch with the Addison Police Department
3. Direction of Committee

RECOMMENDATION:

Staff recommends consolidating with the Addison Police Department for greater cost savings at a comparable service to the Village and the Community at large.

BUDGET IMPACT:

Personnel Costs are projected to be reduced about \$200,000 per year. Included in the FY2011 budget is \$20,000 for the technical costs associated with an upgraded alarm system, additional cameras at the station along with a communication link with Addison for monitoring the cameras, handling phone calls, and talking to walk ups at the station after hours. Projected additional personnel costs associated with holding prisoners would still make the consolidation financially beneficial for the Village.

ACTION REQUIRED:

Pass the attached resolution to execute the attached Intergovernmental Agreement with the Village of Addison for police dispatch services including administrative phone calls for the Village of Bensenville during non-business hours.

RESOLUTION NO. _____

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT
FOR POLICE DEPARTMENT DISPATCH SERVICES
BETWEEN THE VILLAGE OF BENSENVILLE AND THE VILLAGE OF
ADDISON**

WHEREAS, the Village of Bensenville (sometimes "Bensenville") and the Village of Addison (sometimes "Addison") are units of local government as defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act authorize units of local government to contract or otherwise associate among themselves to obtain or share services; to exercise, combine, or transfer any power or function, in any manner not prohibited by law; and to use their credit, revenues, and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the Village of Bensenville currently provides police dispatching and other customer service support for the Bensenville; and

WHEREAS, the Village of Bensenville has determined that it would be in the best interests of Bensenville to provide for joint dispatching services with the Village of Addison through the Addison Consolidated Dispatch Center, and for the said Dispatch Center to undertake 9-1-1 police dispatch services for the Bensenville Police Department, together with those of the Police Department of Addison, on a 24-hour basis and dispatching for non-emergency Bensenville and Addison customer services inquiries during non-business hours, in order to effect financial and operational efficiencies and work collaboratively in the north DuPage region in the transition to a 700 MHz Starcom 21 platform; and

WHEREAS, the President and Board of Trustees believe and hereby declare that it is in the best interests of the Village of Bensenville and its residents to approve the Intergovernmental Agreement;

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 foregoing recitals are hereby incorporated by reference in this Section One as if fully set forth.

SECTION TWO: The Intergovernmental Agreement attached hereto as Exhibit 1 shall be and is hereby approved, and the President and Village Clerk of the Village of Bensenville shall be and are hereby authorized and directed, respectively, to execute and to attest to said Agreement in substantially the form attached hereto.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this _____ day of March, 2011.

Frank Soto
Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

INTERGOVERNMENTAL AGREEMENT RE POLICE DEPARTMENT DISPATCH SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this _____ day of _____, 2011, by and between the **VILLAGE OF ADDISON**, DuPage County, Illinois (herein referred to as "Addison") and the **VILLAGE OF BENSENVILLE**, DuPage County, Illinois (herein referred to as "Bensenville").

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, Addison and Bensenville are Illinois units of local government; and

WHEREAS, Addison and Bensenville currently provide police dispatching and other customer service support for their respective departments; and

WHEREAS, Addison and Bensenville have determined that it would be in their

best interests for Addison to provide police dispatch services for the Addison Police Department and for the police department of Bensenville through a single dispatch center, namely the Addison Consolidated Dispatch Center (the "Center"), to create financial and operational efficiencies and work collaboratively in the north DuPage region in the transition to a 700 MHz Starcom 21 platform;

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and among the parties as follows:

1. **Recitals Incorporated.** The foregoing recitals shall be and are hereby adopted as findings of fact as if said recitals were fully set forth within this Paragraph 1.

2. **Effective Date.** This Agreement shall become effective on the date first written above, and shall remain in effect unless terminated in accordance with the provisions of this Agreement. Assuming the parties timely perform all transitional activities, including hiring and training of personnel, and installation of required networks and software, the parties anticipate the Center becoming operational under this Agreement within approximately six (6) to eight (8) calendar months from the Effective Date of this Agreement.

3. **Addison Police Dispatching Services.** Addison through the Addison Police Department located at 3 Friendship Plaza, Addison, Illinois 60101, shall perform the following services in order to provide police dispatch services on a 24-hours basis seven (7) days a week and certain non-emergency customer services for both Addison and Bensenville during non-business hours as set forth below:

A. Accept and answer all Addison and Bensenville 9-1-1 calls in order to dispatch

police units;

- B. Monitor traffic on police radio frequencies;
- C. Maintain a recording of all such communications;
- D. Relay information received by such means to Bensenville's personnel by means of voice, radio computer-aided dispatch (CAD) and mobile data communications;
- E. Monitor communications from and between Bensenville's respective on-duty personnel and relay messages as necessary;
- F. Accurately input and update calls for service information into the CAD system;
- G. Maintain the Confidentials (key holder information) and special contacts (cautions, medical alerts, etc.). Bensenville shall be responsible for providing Addison with all of the above information and shall be responsible for providing any and all updated information or new information to the Center;
- H. Activate and test on a monthly basis the hazardous weather notification system. However, Bensenville shall be solely responsible for all maintenance and equipment costs of its hazardous weather notification system.
- I. Monitor via CCTV the cameras located in Bensenville's booking room, front police department lobby — including the front doors, and the garage/Sally port, and any other cameras mutually agreed to by the parties. In the event a dispatcher detects any incidents or suspicious activities via CCTV, said dispatcher shall immediately notify the Bensenville's shift supervisor on duty, and shall remotely activate the front door access locks to the lobby and/or activate the garage doors, as necessary. Bensenville will be responsible for owning and

maintaining Bensenville's camera equipment and garage door equipment and for responding to all recording requests for all cameras.

J. Timely provide recordings or copies of CAD, radio and telephone transmissions, LEADS audits or other documents when requested either by Bensenville, subpoena or FOIA, provided that all requests and required forms are promptly submitted to the Addison Police Department. The Emergency Telephone System Board ("ETSB") shall continue to be responsible for maintaining all recording equipment.

K. Addison shall provide personalized (to Bensenville) customer services including answering in person all non-emergency calls during hours when Bensenville's offices are closed to the public, including Public Works, utility calls and dispatching, and contact the appropriate agency of any emergency by phone, alpha numeric paging or other agreed upon methods.

Bensenville's schedule of office hours is as follows: 911 and 7 digit direct calls – 24 hours a day, 7 days a week. Answer non-emergency telephones Monday – Friday 5:00 p.m. – 8:00 a.m. and 24 hours a day on Saturday and Sunday. Answer non-emergency calls on holidays. This precludes emergency (storm, flood) events. Bensenville shall provide thirty (30) days notice of any change in their evening and weekend office hours. Any change of three (3) or more hours from the original office hours above must be mutually agreed upon.

L. Operate the Law Enforcement Agency Data System (LEADS) including but not limited to entering all names, dates of birth, licenses, criminal histories,

warrants, missing persons and lost or stolen property. The Addison LEADS Agency Coordinator shall be responsible for all validations and for audits for all parties.

- M. The parties agree during the term of this Agreement to continue operating under their existing radio frequencies and systems until such time Starcom 21 becomes available. Addison will install and maintain all equipment necessary to operate on all existing radio frequencies and designated back-up radio frequencies located within the Center. No party shall change its radio frequencies, except by mutual consent. All Starcom airtime costs will be the responsibility of each agency if applicable and are not included in the Annual Service Fee.
- N. In fulfilling the dispatching requirements of this Agreement, Addison shall comply with all State and federal laws, rules, regulations, certifications and accreditation standards. Addison shall make reasonable attempts to comply with other applicable guidelines (e.g. ILEAS, APCO, ETSB and other relevant emergency services communications guidelines).
- O. Each party shall have equal administrative access to information contained in the shared computer system pertaining to its community, and each party shall have the right to change records data on said shared computer system pertaining to its community.
- P. Dispatch procedures and priorities shall follow the existing Addison policies which are incorporated into this Agreement by reference. These procedures may be amended from time to time by mutual agreement of the parties.

Q. Addison shall provide a monthly report to Bensenville with key management information, including previous month call volumes and other formula metrics for Bensenville, staffing structure, technical updates, etc.

4. **Equipment.** Addison shall be responsible for acquiring all equipment necessary to provide the dispatching services. Addison shall own and operate all such equipment, except Bensenville's equipment as listed in Paragraph 18 of this Agreement. Addison shall be responsible for maintaining the equipment in a reasonable manner and shall provide appropriate primary back-up equipment in the event of a failure. All future upgrades to the dispatching equipment and software applications shall be the responsibility of Addison.

5. **Personnel.** Addison shall retain exclusive authority over the police dispatch services provided under this Agreement, including personnel. Addison shall be solely responsible for employment and training of dispatchers. Addison shall have sole discretion in determining the number of dispatchers to be employed at any given time in order to properly provide dispatching services. All dispatchers shall be employees of the Village of Addison.

It is understood that Addison may hire additional dispatchers as a result of this Agreement. In performing such hiring, Addison agrees to test Bensenville's current full-time dispatchers who apply for employment as an Addison dispatcher. However, final employment decisions shall be made solely by Addison.

At all times that this Agreement remains in effect, Addison shall maintain an adequate number of dispatch personnel. Addison dispatchers shall utilize Addison's

normal standards, procedures and information as necessary for the performance of their duties as dispatchers.

6. **Advisory Police Liaison Committee.** There is hereby established an Advisory Police Liaison Committee ("Liaison Committee") for the purpose of reviewing and recommending modifications or improvements to the police dispatch services provided by Addison under this Agreement. The Liaison Committee shall consist of representatives from Bensenville and Addison. Bensenville and Addison shall each have one representative ("Liaison Officer") on this Committee. The Liaison Officer shall be the Police Chief or his/her designee.

The terms of the first Liaison Officers shall begin when they are appointed and shall run until April 30, 2013. Thereafter, all Liaison Officers shall be appointed for two-year terms expiring on April 30 of odd numbered years. Persons serving as Liaison Officers shall serve until their terms expire and thereafter until their respective successors are appointed. Any vacancy in the office of Liaison Officer shall be filled by appointment by the party with respect to which the vacancy exists. Each Liaison Officer shall have one vote on the Liaison Committee.

Either party may appoint an Alternate Liaison Officer who may attend any meeting of the Committee in the absence of the Liaison Officer or if there is a vacancy in the position of Liaison Officer. A Person serving as an Alternate Liaison Officer shall serve until the expiration of the term of the Liaison Officer for whom he or she is the designated substitute and thereafter until a successor Alternate Liaison Officer is

appointed. Any vacancy in an office of an Alternate Liaison Officer shall be filled by appointment by the party with respect to which the vacancy exists.

The Liaison Committee shall have the following duties and responsibilities with respect to the police dispatch services provided under this Agreement:

- A. To meet not less than monthly or as needed and review the quality of police dispatch services being provided by the Center;
- B. To recommend revised or supplementary procedures for the operation and maintenance of the dispatch services, as well as equipment replacement or other capital expenditures to enhance the police dispatch services being provided; and
- C. To provide a forum to address concerns with respect to the operation of the police dispatch services, and the implementation of this Agreement.

A special meeting of the Liaison Committee may be called by any two Liaison Officers upon 48 hours written notice, together with the agenda for the special meeting.

The chairperson of the Committee meeting shall be the Addison Liaison Officer.

7. **Advisory Executive Officer Committee.** There is hereby established an Advisory Executive Officer Committee ("Executive Committee) for the purpose of reviewing the operational, financial and overall effectiveness of police dispatch services provided by Addison under this Agreement. The Executive Committee shall consist of representatives from Bensenville and Addison. Bensenville and Addison shall each have one representative ("Executive Officer") on this Committee. The Executive Officer shall be the Village Manager/City Administrator or his/her designee. There shall be one

Executive Officer for each party. The terms of the first Executive Officers shall begin when they are appointed and shall run until April 30, 2013. Thereafter, all Executive Officers shall be appointed for two-year terms expiring on April 30 of odd numbered years. Persons serving as Executive Officers shall serve until their terms expire and thereafter until their respective successors are appointed. Any vacancy in the office of Executive Officer shall be filled by appointment by the party with respect to which the vacancy exists.

Either party may appoint an Alternate Executive Officer who may attend any meeting of the Advisory Executive Officer Committee in the absence of the Executive Officer or if there is a vacancy in the position of Executive Officer. A Person serving as Alternate Executive Officers shall serve until the expiration of the term of the Executive Officer for whom he or she is the designated substitute and thereafter until a respective successor Alternate Executive Officer is appointed. Any vacancy in an office of an Alternate Executive Officer shall be filled by appointment with respect to which the vacancy exists.

The Advisory Executive Officer Committee shall have the following duties and responsibilities with respect to the police dispatch services provided under this Agreement:

- A. To meet not less than twice annually and review the financial reports, the capital program, and other matters which are germane to the financing of the police dispatch services. The Executive Officers shall promptly submit written minutes of the meeting to their respective corporate authorities.
- B. To recommend revised or supplementary procedures, methods of payment, use of funds restricted for Center equipment replacement, service charges, and capital expenditures relating to the provision of police dispatch services by the Center.
- C. To provide a forum to address concerns with respect to the operation and the implementation of this Agreement if not otherwise satisfactorily addressed by the Advisory Police Liaison Committee.

A special meeting may be called by any two Executive Officers upon 48 hours written notice, together with the agenda for the special meeting

The chairperson of the Committee meeting shall be the Addison Executive Officer.

8. **Complaint Resolution.** Bensenville's police supervisor shall contact the on-duty Addison Dispatch Supervisor at the Center to discuss an immediate issue or request concerning a dispatcher or dispatch situation. If the Addison Dispatch Supervisor is not on duty and there is an emergency/exigent need, Bensenville's Police Supervisor shall direct his/her request to the on-duty Addison Police Supervisor. The Addison Police Supervisor may authorize contacting the off-duty Addison Dispatch Supervisor.

If there is a citizen, officer, or department complaint on a dispatcher's performance in responding to a police call for Bensenville, the complaint will be directed to Bensenville's Police Chief, or in the absence of a Deputy Chief, the Police Chief for his/her review and consideration of forwarding the complaint to the Addison Dispatch Supervisor for review or further action. The complaint and the Deputy Chief's or Chief's review will be forwarded to the Addison Dispatch Supervisor in writing, if appropriate.

The final disposition of any complaint received and reviewed by the supervisor will be forwarded to the appropriate Bensenville Deputy Chief.

It is expected that the majority of interaction and communications between departments will begin at the supervisor level and then proceed up the chain of command and to the Advisory Police Liaison Committee, if necessary.

Complaints or concerns from Addison personnel involving a Bensenville employee's actions or performance will be directed to the Addison Dispatch Supervisor and forwarded to the appropriate Bensenville Supervisor for follow-up. The final disposition of any complaint/concern received and reviewed by the Bensenville Supervisor will be forwarded to the Addison Dispatch Supervisor.

9. **Annual Service Fees.** Dispatch services shall be provided to Bensenville by Addison for and in consideration of payment of the Annual Service Fee in the amount of \$200,821.00 per annum. The Annual Service Fee shall be utilized in such manner as may be determined by Addison to be necessary for the efficient provision of police dispatch services, which may include:

Salaries

Sick, holiday and vacation pay
Overtime
Medical insurance
Life insurance
Payroll taxes
Retirement plan contributions
Liability insurance
Worker's compensation
Unemployment compensation
Uniforms
Office supplies
Dues and subscriptions training and education telephone
Postage
Office equipment
Computer equipment/amortization
Equipment repair and maintenance
Recruitment costs
Overhead allocation
Equipment Replacement
Information Services
Technology

10. **Annual Reports.** On or before December 15 of each calendar year, Bensenville shall supply Addison with a summary of Bensenville's prior-year statistical data for call volume including traffic stops, CFS, and other requested information. The reports with respect to the prior year's call volume shall be utilized by Addison to prepare a Proposed Budget for the computation of new Annual Service Fees after the initial 3-year term of this Agreement.

11. **Timely Payment of Costs.** The parties recognize and agree that the

timely payment of the Annual Service Fee associated with the police dispatch Center is critical to the provision of police dispatch services under this Agreement. Bensenville shall pay one-half of its Annual Service Fee on or before June 30 of each year and one half of its Annual Service Fee on or before December 31 of each year. Late payments shall bear interest at the rate of one percent per month or the maximum allowed by law, whichever is less. If collection proceedings are instituted, Bensenville shall also be liable for Addison's reasonable attorneys' fees and costs incurred with respect to collection of the delinquent payments.

All payments shall be made to the Village of Addison which will deposit the payments received into its General Fund under a separate revenue line item entitled "Police Dispatch Center Fees."

12. **Dispatch Services Disruption or Failure.** If dispatch services are disrupted or fail for any reason, Addison shall notify Bensenville of such disruption as soon as practicable and shall inform it of the nature of the disruption or failure, if known, as well as the expected length of time before dispatching services are restored. Addison also shall notify Bensenville as soon as dispatching services are restored. Except as provided in Paragraph 16, Bensenville hereby waives and releases any and all claims or causes of action against Addison for costs, fees, claims or expenses incurred by Bensenville that arise out of or relate in any way to any such disruption or failure of dispatching services. Addison commits to develop a contingency plan for complete loss (including backup) of police dispatching capabilities using alternative temporary means (e.g. portable radios, cellular phones, or other means).

13. **No Obligation to Respond.** Nothing in this Agreement is intended, and shall not be construed, to require Addison to respond to calls or provide law enforcement services for events that occur outside of Addison. Notwithstanding the foregoing, Addison will render assistance in accordance with State statutes and all other mutual aid agreements currently in place. Nothing in this Agreement is intended, and shall not be construed, to require Bensenville to respond to calls or provide law enforcement services for events that occur in Addison. Notwithstanding the foregoing, Bensenville will render assistance in accordance with State statutes and all other mutual aid agreements currently in place.

14. **Term.** The Term of this Agreement shall be three years, subject to early termination under Paragraph 15. After the initial three-year term, the Agreement may be extended upon mutual agreement of Addison and Bensenville.

15. **Termination.** Bensenville may terminate this Agreement by providing at least three hundred sixty five (365) days written notice to Addison. Additionally, Addison may terminate this Agreement upon that Bensenville's failure to make the required payments pursuant to Paragraphs 9 or 11 of this Agreement within sixty (60) days after written notice to Bensenville of the overdue amount, and Addison may terminate this Agreement upon default of this Agreement by Bensenville after notice is provided with a time to cure as set forth in Paragraph 24 hereof.

16. **Hold Harmless and Indemnification.** Notwithstanding any other provision of this Agreement, Bensenville shall, and agrees to, indemnify Addison and its elected and appointed officials, attorneys, employees, and hold them harmless from any

claim, injury, or loss, no matter how sustained allegedly, arising out of or related in any way to the provision of police services by Bensenville, the use of, the misuse of, or the disruption or failure of dispatching services pursuant to this Agreement.

Notwithstanding any other provision of this Agreement, Addison shall, and agrees to, indemnify Bensenville and its elected and appointed officials, attorneys, employees and agents, and hold them harmless from any claim, injury, or loss, no matter how sustained, allegedly arising out of or related in any way to the providing of police dispatching services as set forth in this Agreement.

17. **Independent Contractor.** The parties agree that Addison shall be an independent contractor, and shall not be an employee, agent or servant of Bensenville. The Parties shall each be solely responsible for any Workers' Compensation claims made by their respective employees, and shall each be solely responsible for all benefits, tax and benefit withholdings, insurance and other matters pertaining to their respective employees.

18. **Maintenance of Radio System.** Addison agrees to maintain the radio system as it exists at the execution of this Agreement. Bensenville shall be responsible for procuring and maintaining, at its own cost, its mobile and portable radio equipment and repeaters for use by its personnel using the system ("Bensenville's equipment"), and any required enhancements shall be at Bensenville's cost.

19. **Notices.** All notices or other communications desired or required to be given hereunder shall be given in writing at the address set forth below, by any of the following means: (i) personal service; (ii) electronic communications, whether by telex,

telegram or telecopy, (iii) overnight courier; or (iv) registered or certified first class mail, postage prepaid, return receipt requested:

If to the Village of Addison:

Village of Addison
1 Friendship Plaza
Addison, Illinois 60101

Attn: Village Manager

If to the Village of Bensenville:

Village of Bensenville
12 S. Center Street
Bensenville, Illinois 60106

Attn: Village Manager

The parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand, or request sent pursuant to either clause (i) or (ii) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (iii) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (iv) shall be deemed received forty eight (48) hours following deposit in the mail.

20. **New Members.** New Members may be allowed to join under this Agreement, subject to the concurrence of Addison and Bensenville, which concurrence shall not be unreasonably withheld or delayed. A New Member may be required to make a separate payment at the time of entering into this Agreement in order to compensate for the prior investment by Bensenville and Addison in equipment and other capital expenditures. The terms of any such contract permitting a New Member to participate in police dispatch services under this Agreement shall not take effect until approved by Bensenville and Addison.

21. **Entire Agreement.** This Agreement contains the entire agreement of the parties relating to the subject matter hereof, and except as provided herein, may not be modified or amended except by written agreement of the Parties.

22. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Illinois, and venue shall lie in the Circuit Court of the Eighteenth Judicial Circuit County of DuPage.

23. **Severability.** If any part of this Agreement shall be held invalid for any reason, the remainder of this agreement shall remain valid to the maximum extent possible.

24. **Default.** In the event of a default by a party of any term, provision or obligation of this Agreement, the non-defaulting party shall serve written notice of the default, specifying the nature thereof, to the defaulting party. The defaulting party shall have thirty (60) days after its receipt of such notice to cure said default, or it shall be in breach of this Agreement.

25. **No Power to Bind.** By entering into this Agreement, neither party shall have the right to bind or obligate the other party, by contract or otherwise, except as may be expressly set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above written.

VILLAGE OF ADDISON

ATTEST:

Mayor

Village Clerk

VILLAGE OF BENSENVILLE

ATTEST:

President

Village Clerk