



Village Board  
President  
Frank Soto

Trustees  
Morris Bartlett  
Robert "Bob" Jarecki  
Martin O'Connell  
Oronzo Peconio  
JoEllen Ridder  
Henry Wesseler

Village Manager  
Michael Cassady

# VILLAGE OF BENSENVILLE

## Village of Bensenville, Illinois BOARD OF TRUSTEES MEETING AGENDA

**6:30 P.M. Tuesday, October 25, 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. APPROVAL OF MINUTES

October 11, 2011 – Village Board of Trustees

- VI. WARRANT – October 25, 2011 #11/20 - \$1,501,027.86
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**

1. *Ordinance Repealing and Restating Title 4. Chapter 3 of the Municipal Code of the Village of Bensenville, Illinois*
2. *Resolution Approving an Intergovernmental Agreement Between the Bensenville Park District and the Village of Bensenville for Improvements to Varble Park*
3. *Resolution Authorizing a Contract to Kenny Construction Company of Northbrook, Illinois for Sanitary Sewer Rehabilitation*
4. *Ordinance Amending Village Code Title 5, Traffic and Motor Vehicles Chapter 2, Stopping, Standing or Parking Section 5-2-13, No Parking Zones Subsection F, No Parking at any Time*

- VIII. **REPORTS OF STANDING COMMITTEES**

- A. Administration, Finance and Legislation Committee
  1. *Resolution Determining an Estimate of Real Property Taxes to be Levied by the Village of Bensenville, DuPage and Cook Counties, Illinois, for that Portion of the Fiscal Year Commencing January 1, 2011 and Ending December 31, 2011*

- B. Community and Economic Development Committee – No Report
- C. Infrastructure and Environment Committee
  - 1. *Resolution Concerning the Determination of the Bensenville Village Board that Change Order Number Once with Arrow Road Construction for an Increase of \$113,500 is Required for the Treatment Plant Access Road & Legends Driveway Paving Program for the Revised Contract Cost of \$170,335*
  - 2. *Resolution Authorizing the Execution of a Design Engineering Services Contract for the Jefferson Street Corridor Watermain Replacement Project – Phase I, II, & III with the Trotter and Associates, Inc. in the Amount of \$136,235*
  - 3. *Resolution to Waive Competitive Bidding and Approve the Purchase of a Bobcat S100 with Snow Attachments from Atlas Bobcat of Schiller Park in the Amount of \$33,077*
  - 4. *Motion Authorizing Out-of-State Travel for Trustee Wesseler in Accordance with the Exception Procedure for Out-of-State Travel to Attend the National League of Cities – Congress of Cities and Exposition*
- D. Public Safety Committee – No Report
- E. Recreation and Community Building Committee – No Report
- F. Technology Committee – No Report

## IX. INFORMATION ITEMS

- A. PRESIDENT'S REMARKS
  - 1. *Student Government Day – Student Introduction*
- B. VILLAGE MANAGER'S REPORT
  - 1. *Presentation of Global Connect Services*
  - 2. *Presentation of CRM Scorecard by Baecore Group*
- 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

**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**

October 11, 2011

**CALL TO ORDER:** 1. President Soto called the meeting to order at 6:47 p.m.

**ROLL CALL:** 2. Upon roll call by Acting Village Clerk, Corey Williamsen, the following Board Members were present:

Bartlett, Jarecki, O'Connell, Peconio, Wesseler

Absent: Ridder

A quorum was present.

**APPROVAL OF MINUTES:** 3. The September 27, 2011 Village Board Meeting Minutes were presented.

**Motion:** Trustee Peconio made a motion to approve the minutes as presented. Trustee Bartlett seconded the motion.

All were in favor. Motion carried.

**WARRANT NO. 11/19:** 4. President Soto presented Warrant No. 11/19 in the amount of \$1,899,466.06.

**Motion:** Trustee Wesseler made a motion to approve the warrant as presented and to have Staff hold check number 12698 until further information is gathered. Trustee Bartlett seconded the motion.

**ROLL CALL:** AYES: Bartlett, Jarecki, O'Connell, Peconio, Wesseler

NAYS: None

All were in favor. Motion carried.

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Motion: 5. Trustee Peconio made a motion to set the Consent Agenda as presented. Trustee Bartlett seconded the motion.

All were in favor. Motion carried.

**Resolution No  
R-99-2011:**

**Resolution to Approve a Local Agency Agreement with IDOT for  
Grant Funding Associated with the Jefferson Sidewalk Project.  
(Consent Agenda)**

**Resolution No  
R-100-2011:**

**Resolution Authorizing Approval of Change Order #1 for the  
Northern Business District Reconstruction Project. (Consent  
Agenda)**

**Resolution No  
R-101-2011:**

**Resolution to Approve Paving of the Wastewater Treatment  
Plant Access Road and legends Entrance Paving Project.  
(Consent Agenda)**

**Resolution No  
R-102-2011:**

**Resolution Approving an Intergovernmental Agreement between  
the Village of Bensenville and the DuPage County Sheriff for  
Mutual Aid and Assistance and training Concerning Special  
Operations Unit. (Consent Agenda)**

Motion: Trustee Bartlett made a motion to approve the Consent Agenda as presented. Trustee O'Connell seconded the motion.

**ROLL CALL:**

AYES: Bartlett, Jarecki, O'Connell, Peconio, Wesseler

NAYS: None

All were in favor. Motion carried.

**PRESIDENT'S  
REMARKS:**

President Soto read a proclamation into the record in regards to Lights on Afterschool Day.

President Soto reminded Residents Trick-or-Treat hours on Halloween are from 3:00 p.m. to 8:00 p.m.

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**MANAGERS**

**REPORT:**

Village Manager, Michael Cassady, presented to the Board an update on the Special Service Areas 3-8 road construction project.

Village Manager, Michael Cassady gave an update in regards to the litigations in Special Service Areas Number 9.

Village Manager, Michael Cassady, announced there is a DuPage Mayors and Managers conference on October 19, 2011 in Lombard. Any Board member with interest in attending should contact Mr. Cassady.

**VILLAGE ATTORNEY'S**

**REPORT:**

Village Attorney, Pat Bond, had no report.

**UNFINISHED**

**BUSINESS:**

There was no unfinished business.

**NEW BUSINESS:**

There was no new business.

**ADJOURNMENT:**

Trustee Wesseler made a motion to adjourn the meeting. Trustee Bartlett seconded the motion

All were in favor.

Motion carried.

President Soto adjourned the meeting at 7:04 p.m.

Corey Williamsen  
Acting Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_\_ day, October 2011

**TYPE:** Ordinance Amendment **SUBMITTED BY:** Chief Frank Kosman **DATE:** 10-19-11

**DESCRIPTION:** An Ordinance Amending and Restating Title 4, Chapter 3 of the Village Code that is entitled General Offenses

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input 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 checked="" type="checkbox"/>	Safe and Beautiful Village	<input type="checkbox"/>	Vibrant Major Corridors

**COMMITTEE ACTION:** Public Safety Committee Passed  
Unanimously

**DATE:** 10-18-11

**BACKGROUND:**

The General Offense Ordinance was amended on April 26, 2011, 34-2011. At that time, the amendment provided the authority for the violations to be adjudicated through the Village's administrative hearing process as well as in the 18<sup>th</sup> Judicial Circuit, it raised the maximum fine from \$500 to \$750, and included some new sections expanding the number of offenses. The Village Attorney's Office has recommended that the Ordinance be amended for the below cited reasons.

**KEY ISSUES:**

The following substantive changes were made:

- 2 scrivener errors were corrected: 4-3-11 was skipped and 4-3-30 was duplicated.
- 4-3-5: Firearms and Weapons. The sections prohibiting the simple possession of slingshots, stun guns or tasers, and machine gun have been removed. Slingshots were removed as they were not included in the state law, stun guns were removed as the mental state of possession with the intent to use was included in the state law, 720-5/24-1, Unlawful Use of Weapons, and machine guns were removed as an offender would be charged with the criminal state offense rather than just a village ordinance violation if that offense occurred.
- 4-3-14: General and Drug Related Loitering. These related sections were combined into one.
- 4-3-17B: Vagrancy. A vagrancy section that included a prohibition on gambling houses was eliminated as it was prohibited in 4-3-23: Gambling.
- Sections 4-3-18: Theft: 4-3-19: Retail Theft: 4-3-20: Deceptive Practice. These sections were eliminated because of a recent Illinois Appellate decision that ruled that non-home rule communities could not enforce such ordinances.
- Section 4-3-21G. Gambling Exceptions. This section was included in order to reflect the state statutes covering these activities.

**ALTERNATIVES:**

1. Approve the Amendment
2. Discretion of the Board

**RECOMMENDATION:**

Staff recommends the approval of the ordinance amendment.

**BUDGET IMPACT:**

None

**ACTION REQUIRED:**

Passage of the attached ordinance amending and restating Title 4, Chapter 3 of the Village code.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE REPEALING AND RESTATING  
TITLE 4, CHAPTER 3 OF THE MUNICIPAL CODE  
OF THE VILLAGE OF BENSENVILLE, ILLINOIS**

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

**WHEREAS**, the Village is empowered pursuant to the Illinois Municipal Code, 65 ILCS 5/1-2-1 and 65 ILCS 5/1-2-1.1 *et seq.* to pass and enforce all necessary police ordinances that protect the health, safety and welfare of its citizens; and

**WHEREAS**, the Village is authorized, pursuant to the Smoke Free Illinois Act, 410 ILCS 82/65, to adopt and incorporate the Smoke Free Illinois Act, in its entirety, as part of the Bensenville Village Code; and

**WHEREAS**, the Village seeks to protect its citizens from activities that pose a threat to their safety and security by adopting provisions similar to those set forth the Illinois Criminal Code; and

**WHEREAS**, the Village seeks to grant the Bensenville Police Department a greater amount of authority to enforce the Village Code; and

**WHEREAS**, pursuant to such authority, the Village has adopted and has in effect a General Offense Ordinance, codified at Title 4, Chapter 3, of the Bensenville Village Code, which regulates general criminal activities; and

**WHEREAS**, the General Offenses ordinance approved by the Village Board of Trustees of the Village of Bensenville on April 26, 2011 contained certain scrivener's errors; and

**WHEREAS**, the Village seeks to correct the scrivener's errors of Title 4, Chapter 3 by repealing Title 4, Chapter 3 in its entirety and replacing the aforesaid Title and Chapter with an amended Title 4, Chapter 3.

**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 by reference.

**SECTION TWO:** That the current form of Title 4, Chapter 3, General Offenses be and is hereby repealed and be and is hereby replaced in its entirety by the

amended Title 4, Chapter 3, General Offenses, as stated herein and set forth below, which provides:

**4-3-1: DISORDERLY CONDUCT:**

A person commits disorderly conduct when he knowingly:

- A. Does any act in such unreasonable manner as to alarm or disturb another and provoke, make or aid in making a breach of peace. Such an act done in a public or non-public place will be a violation of this Chapter if it breaches the peace and deleteriously effects the health, welfare and enjoyment of the residents of the Village; or
- B. Does or makes any unreasonable or offensive act, utterance, gesture or display which, under the circumstances, creates a clear and present danger of a breach of peace or imminent threat of violence; or
- C. Does any act that continues to cause to be made, or continues any loud, unnecessary, prolonged or unusual noise which disturbs the peace of others. Any person who shall, without prior authorization by the President and Board of Trustees, operate or cause, permit or allow to be operated upon any public street in the Village, any mechanically operated piano, phonograph or other musical instrument, radio or similar mechanical or electrical device or wind instrument or noise-making device of any character whatsoever, for the purpose of advertising any goods, wares, merchandise or other articles for sale, barter or exchange, or for the purpose of attracting attention, or of inviting the patronage of any person to any business whatsoever, shall be deemed guilty of an offense against the Village; or
- D. Refuses or fails to cease and desist any peaceful conduct or activity likely to produce a breach of peace where there is an imminent threat of violence, and where the police have made all reasonable efforts to protect the otherwise peaceful conduct and activity and have requested that said conduct and activity be stopped and have explained the request if there be time; or
- E. Fails to obey a lawful order of dispersal by a person known by him to be a peace officer under circumstances where three (3) or more persons are committing acts of disorderly conduct in the immediate vicinity, which acts are likely to cause substantial harm or serious inconvenience, annoyance or alarm; or
- F. Assembles with three (3) or more persons for the purpose of using force or violence to disturb the public peace; or
- G. Appears in any public place manifestly under the influence of narcotics or other drugs, not therapeutically administered, to the degree that he may endanger himself or other persons or property, or annoys persons in his vicinity; or

- H. Carries in a threatening or menacing manner, without authority of law, any pistol, revolver, dagger, razor, dangerous knife, stiletto, knuckles, slingshot, throwing stars, BB or pellet guns, an object containing noxious or deleterious liquid, gas or substance, or other dangerous weapon, or conceals said weapon on or about the person or any vehicle; or
- I. Enters upon the property of another and for a lewd or unlawful purpose deliberately looks into a dwelling on the property through any window or other opening in it; or
- J. Is on any municipal, school district, park district, county or state property without permission, or in violation of the rules and regulations of such municipality, school district, park district, county or state, or is loitering on any publicly dedicated street adjacent to such municipal, school district, park district, county or state property.

#### **4-3-1.1: PENALTIES:**

Upon a finding of guilty for violation of Section 4-3-1, there shall be imposed a fine up to Seven Hundred and Fifty Dollars (\$750.00). In addition to the fine, the hearing officer may require that a party guilty of violating this Section shall participate in community service. *See also Section 1-4-1.*

1. Parental Responsibility For Fines: It shall be unlawful for a parent or legal guardian to allow an unemancipated minor to engage in acts in violation of Section 4-3-1. If a minor shall fail to pay a fine lawfully imposed on him, the parents or legal guardian of the minor shall be jointly and severally liable for said fine.

#### **4-3-2: ASSEMBLIES:**

- A. Disturbing Assemblies: It shall be unlawful for any person to disturb any lawful assemblage or gathering in the Village.
- B. Unlawful Assemblies: It shall be unlawful to collect, gather or be a member of any disorderly crowd, or any crowd gathered together for any unlawful purpose.

#### **4-3-3: THROWING MISSILES:**

No person shall throw or cast any stone or other missile upon or at any building, tree or other public or private property, or upon or at any person.

#### **4-3-4: HUNTING AND TRAPPING:**

It shall be unlawful to engage in the killing, the trapping, or the hunting of any animal or fowl in the Village; provided, that this section shall not be construed to prohibit:

- A. The killing or trapping of any animal or fowl by any police officer or other authorized Village employee or licensed animal trappers contracted by the Village in the

performance of those respective duties or by any other person authorized by any such police officer or employee; or

- B. The killing or trapping of rats, mice or other vermin within any buildings.

**4-3-5: FIREARMS AND WEAPONS:**

- A. Discharge Of Weapons: It is unlawful and shall constitute disorderly conduct to discharge any firearms or air guns or arrows or projectiles from a bow or crossbow in the Village; provided, however, that this section shall not be construed to prohibit any peace officer from discharging a firearm in the performance of his duty, or to prohibit citizens from discharging a firearm when lawfully defending their person or property.
- B. Possession Of Certain Weapons: It is unlawful and shall constitute disorderly conduct for any person to be in possession of any of the following items:
  1. Bowie knives, switchblades, ballistic knives, throwing stars, or other edged weapons, as defined by 720 ILCS 5/24-1(1);
  2. Metallic knuckles or nunchucks;
  3. Arrows designed for firing from a bow or crossbow device, except when such person is engaged in lawful hunting, supervised target shooting, or the otherwise legal transportation of such device;
  4. Any device or attachment of any kind designed, used for or intended for use in silencing the report of a firearm;
  5. Any bomb, bombshell, grenade, bottle or other container containing an explosive substance of over one-fourth ( $\frac{1}{4}$ ) ounce for like purposes, such as, but not limited to, black powder bombs, Molotov cocktails, pipe bombs or artillery projectiles;
  6. Fireworks, as defined by 425 ILCS 30/2.

C. Minors:

- 1. It is unlawful and shall constitute disorderly conduct for any person under the age of eighteen (18) years to be in possession of firearms, or the ammunition thereof, as defined by 430 ILCS 65/1.1, except when such person is engaged in lawful hunting, supervised target shooting, or the otherwise legal transportation of such device.
- 2. It is unlawful and shall constitute disorderly conduct for any parent or legal guardian to permit any person under the age of eighteen (18) years to be in, or come into, the unsupervised possession of any items listed in subsection B of this section.

D. Penalties: Any person found guilty of violating this section shall be subject to penalty as provided in section 4-3-33 of this Code.

**4-3-6: HARASSMENT BY TELEPHONE, ELECTRONIC MAIL, TEXT MESSAGE AND OTHER ELECTRONIC COMMUNICATIONS:**

A. Harassment by telephone is defined as the use of telephone communication for any of the following purposes:

1. Making any comment, request, suggestion or proposal which is obscene, lewd, lascivious, filthy or indecent with an intent to offend; or
2. Making a telephone call, whether or not conversation ensues, with the intent to abuse, threaten or harass any person at the called number; or
3. Making or causing the telephone of another repeatedly to ring, with intent to harass any person at the called number; or
4. Making repeated telephone calls, during which conversation ensues, solely to harass any person at the called number; or
5. Knowingly permitting any telephone under one's control to be used for any of the purposes mentioned herein.

B. Harassment by electronic mail, text message or any other electronic communication is defined as the use of the aforesaid modes of communication for the following purposes:

1. Sending any comment, request, suggestion or proposal which is obscene, lewd, lascivious, filthy or indecent with an intent to offend; or
2. Sending any electronic mail, text message or other electronic communication with the intent to abuse, threaten or harass the recipient.
3. Sending repeated electronic mail, text message or other electronic communication with the intent to harass the recipient.
4. Knowingly permitting any mode of electronic communication under one's control to be used for any of the purposes mentioned herein.

**4-3-7: ASSAULT, BATTERY, FIGHTING:**

A. A person commits an assault when, without lawful authority, he engages in conduct which places another in reasonable apprehension of receiving a battery.

B. A person commits battery if he intentionally or knowingly without legal justification and by any means:

1. Causes bodily harm to an individual; or
2. Makes physical contact of an insulting or provoking nature with an individual.

**4-3-8: FALSE ALARMS, CALLS OR REPORTS; MISUSE AND ABUSE OF 911:**

A. It shall be unlawful for any person to knowingly:

1. Transmit in any manner to the fire department of the Village or other any city, town, village or fire protection district, a false alarm of fire knowing at the time of such transmission that there is no reasonable grounds for believing that such fire exists; or
2. Transmit in any manner to another a false alarm to the effect that a bomb or other explosive of any nature is concealed in such place that its explosion would endanger human life, knowing at the time of such transmission that there is no reasonable grounds for believing that such bomb or explosive is concealed in such place; or
3. Transmit in any manner to any peace officer, public officer or public employee a report to the effect that an offense has been committed, knowing at the time of such transmission that there is no reasonable grounds for believing that such an offense has been committed; or
4. Call the number "911" for the purpose of making a false alarm or complaint and report false information when, at the time the call is made, the person knows there is no reasonable ground for making the call or transmission and further knows that the call or transmission could result in the emergency response of any public safety agency; or

B. Any person found guilty of violating this section shall be subject to penalty as provided in Section 4-3-33 of this Code.

**4-3-9: RESISTING OR OBSTRUCTING OFFICERS OR EMPLOYEES:**

No person shall knowingly resist or obstruct the performance by one known to the person to be an officer or employee of the Village of any authorized act within his official capacity.

**4-3-10: IMPERSONATING OFFICERS AND EMPLOYEES:**

It shall be unlawful for any person to impersonate without lawful authority any Village officer or employee.

#### **4-3-11: USE OF FORCE IN RESISTING ARREST:**

It shall be unlawful for any person to use force to resist an arrest which he knows is being made either by a peace officer or by a private person summoned and directed by a peace officer to make the arrest, even if he believes that the arrest is unlawful and the arrest in fact is unlawful.

#### **4-3-12: CANNABIS:**

##### **A. Definitions**

**CANNABIS:** Includes marijuana, hashish and other substances which are identified as including any parts of the plant Cannabis sativa, whether growing or not; the seeds thereof, the resin extracted from any part of such plant; and any compound, manufacture, salt, derivative, mixture or preparation of such plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other cannabinol derivatives, including the naturally occurring or synthetically produced ingredients, whether produced directly or indirectly or by extraction, or independently by means of chemical syntheses; but shall not include the mature stalks of such plant, fiber produced from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture, or preparation of such mature stalks (except the resin extracted therefrom), fiber, oil or cake, or the sterilized seed of such plant which is incapable of germination.

**DELIVER OR DELIVERY:** The actual, constructive or attempted transfer of possession of cannabis, with or without consideration, whether or not there is an agency or relationship.

##### **B. Prohibitions:**

1. It shall be unlawful for any person to knowingly possess, use or deliver any substance containing cannabis. This section shall only apply to possession, use and delivery of such substance in an amount not exceeding thirty (30) grams.
2. It is unlawful for any person to knowingly suffer, permit, or allow the violation of the provisions of this section in any motor vehicle, conveyance, vessel, house, apartment, room, shed, yard, premises, or other area of which such person is the owner, lessee, permittee, bailee, legal possessor or occupier thereof.
3. It is unlawful for any parent or guardian to permit his or her residence to be used by an invitee of the parent's child or the guardian's ward in a manner that constitutes a violation of this section. A parent or guardian is deemed to have permitted his or her residence to be used in violation of this section if he or she knowingly authorizes, enables, or permits such use to occur by failing to control access to the residence.
4. It is unlawful for any person to remain in any motor vehicle, conveyance, vessel, house, apartment, room, shed, yard, premises, or other area when said person knows,

or reasonably should know, that one or more other persons located in such motor vehicle, conveyance, vessel, house, apartment, room, shed, yard, premises, or other area are in possession of any cannabis or controlled substance prohibited by Illinois statute.

C. **Prima Facie Proof:** Whenever a person is present within any motor vehicle, conveyance, vessel, house, apartment, room, shed, yard, premises, or other area of which such person is the owner, lessee, permittee, bailee, legal possessor or occupier at the time that a violation of the provisions of this section occurs therein, said presence shall be *prima facie* evidence that such person had knowledge of such violation.

D. **Penalty:**

1. Any person who violates this Section with respect to not more than ten grams (10 g) of cannabis shall be fined not less than Twenty Five Dollars (\$25.00) nor more than Three Hundred and Seventy-Five Dollars (\$375.00).
2. Any person who violates this Section with respect to more than ten grams (10 g) but less than thirty grams (30 g) shall be fined not less than Fifty Dollars (\$50.00) nor more than Seven Hundred and Fifty Dollars (\$750.00).

#### **4-3-13: DRUG PARAPHERNALIA:**

A. **Purpose And Interpretation:** This section is intended to prohibit and suppress the personal possession and the commercial trafficking of any items, clearly and beyond a preponderance of the evidence, used or marketed for the illegal and unlawful purpose of smoking, inhaling, or ingesting cannabis or controlled substances. To this end, all reasonable and common sense inferences shall be drawn in favor of the legitimacy of the item or transaction.

B. **Definitions:** As used in this section, unless the context otherwise requires, the following words and terms shall have the meanings ascribed to them in this subsection as follows:

**CANNABIS:** Shall have the meaning ascribed to it in section 4-3-12.

**CONTROLLED SUBSTANCE:** Shall have the meaning ascribed to it in section 102 of the "Illinois controlled substances act", 720 ILCS 550/1 *et seq.*, as if that definition were incorporated herein.

**DELIVER OR DELIVERY:** The actual, constructive or attempted transfer of possession, with or without consideration, whether or not there is an agency relationship.

**DRUG PARAPHERNALIA:** All equipment, products and materials of any kind

which are peculiar to and marketed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body cannabis or a controlled substance in violation of the "cannabis control act" or the "Illinois controlled substances act". It includes, but is not limited to:

1. Kits peculiar to and marketed for use in manufacturing, compounding, converting, producing, processing or preparing cannabis or a controlled substance;
2. Isomerization devices peculiar to and marketed for use in increasing the potency of any species of plant which is cannabis or a controlled substance;
3. Testing equipment peculiar to and marketed for private home use in identifying or in analyzing the strength, effectiveness or purity of cannabis or controlled substances;
4. Diluents and adulterants peculiar to and marketed for cutting cannabis or a controlled substance by private persons;
5. Objects peculiar to and marketed for use in ingesting, inhaling, or otherwise introducing cannabis, cocaine, hashish, or hashish oil into the human body including, where applicable, the following items:
  - a. Water pipes.
  - b. Carburetion tubes and devices.
  - c. Smoking and carburetion masks.
  - d. Miniature cocaine spoons and cocaine vials.
  - e. Carburetor pipes.
  - f. Electric pipes.
  - g. Air driven pipes.
  - h. Chillums.
  - i. Bongs.
  - j. Ice pipes or chillers.
- k. Any item whose purpose, as announced or described by the seller, is for use in violation of this section.

- C. Possession Prohibited: It shall be unlawful for any person to knowingly have or possess drug paraphernalia with the intent to use it in ingesting, inhaling, or otherwise introducing cannabis or a controlled substance into the human body, or in preparing cannabis or a controlled substance for that use. In determining intent this subsection, the trier of fact may take into consideration the proximity of the cannabis or controlled substances to drug paraphernalia or the presence of cannabis or a controlled substance on the drug paraphernalia.
- D. Sales And Deliveries Prohibited: Any person who keeps for sale, offers for sale, sells, or delivers for any commercial consideration any item which the person knows, or under all of the circumstances reasonably should have known, to be drug paraphernalia, commits a violation of this section for each such item.
- E. Nuisance Declared: Any store, place, or premises from which or in which any item of drug paraphernalia is kept for sale, offered for sale, sold, or delivered for any commercial consideration is declared to be a public nuisance.
- F. Forfeiture Of Paraphernalia: All drug paraphernalia is subject to forfeiture pursuant to the terms of the "Illinois drug paraphernalia control act", 720 ILCS 600/1 *et seq.*

G. Exemptions From Provisions:

- 1. This section shall not apply to:
  - a. Items marketed for use in the preparation, compounding, packaging, labeling, or other use of cannabis or a controlled substance as an incident to lawful research, teaching, or chemical analysis and not for sale; or
  - b. Items marketed for, or historically and customarily used in connection with, the planting, propagation, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, or inhaling of tobacco or any other lawful substances. Items exempt under this subsection include, but are not limited to, garden hoes, rakes, sickles, baggies, tobacco pipes, and cigarette rolling papers.
  - c. Items listed in subsection B of this section, definition of "drug paraphernalia" which are marketed for decorative purposes, when such items have been rendered completely inoperable or incapable of being used for any illicit purpose prohibited by this section.
- 2. In determining whether or not a particular item is exempt under this subsection F, the trier of fact should consider, in addition to all other logically relevant factors, the following:

- a. The general, usual, customary, and historical use to which the item involved has been put.
- b. Expert evidence concerning the ordinary or customary use of the item and the effect of any peculiarity in the design or engineering of the device upon its functioning.
- c. Any written instructions accompanying the delivery of the item concerning the purposes or uses to which the item can or may be put.
- d. Any oral instructions provided by the seller of the item at the time and place of sale or commercial delivery.
- e. Any national or local advertising concerning the design, purpose or use of the item involved, and the entire context in which such advertising occurs.
- f. The manner, place and circumstances in which the item was displayed for sale, as well as any item or items displayed for sale or otherwise exhibited upon the premises where the sale was made.
- g. Whether the owner or anyone in control of the object is a legitimate supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products.
- h. The existence and scope of legitimate uses for the object in the community.

H. Penalties: Any person found guilty of violating this section shall be subject to penalty as provided in section 4-3-33 of this code.

**4-3-14: GENERAL AND DRUG RELATED LOITERING RESTRICTIONS:**

- A. Generally: No person shall loiter so as to obstruct any street, sidewalk, building entrance, public building or other public place in the Village after being directed to move on by any police officer.
- B. Drug-Related Loitering:
  - 1. It is unlawful for any person to loiter in or near any thoroughfare, or place open to the public, for the purpose of engaging in activity contrary to any of the provisions of the Illinois Controller Substances Act (720 ILCS 570/100 et seq.), the Illinois Cannabis Control Act (720 ILCS 550/1 et seq.), or any other local, State or Federal law prohibiting the manufacture, distribution, delivery, use or possession of a controlled substance (hereinafter "drug laws").
  - 2. Among the circumstances which may be considered in determining whether such purpose is manifested are the following:

- a. Such person is a known unlawful drug user, possessor or seller. For purposes of this Section, a "known unlawful drug user, possessor or seller" is a person who has, within the knowledge of the arresting officer, been convicted in any court within this State or any other state of any violation involving the use, possession or sale of any of the substances referred to in the drug laws within the previous year, or a person who displays physical characteristics of drug intoxication or usage, such as "needle tracks," or a person who possesses drug paraphernalia as defined in the Illinois Drug Paraphernalia Control Act (720 ILCS 600/1 et seq.);
- b. Such person is currently subject to an order of court prohibiting his presence in a high drug activity geographic area and such person is located in such an area;
- c. Such person behaves in such a manner as to raise a reasonable suspicion that he is about to engage in or is then engaged in an unlawful drug-related activity, including, but not limited to, such person acting as "lookout";
- d. Such person is a known member of a "gang" or association which has as its purpose illegal drug activity; for purposes of this Section, a "known member of a gang" is a person who has, within the knowledge of the arresting officer, been convicted in any court, within the previous year, of any violation involving illegal gang activity;
- e. Such person transfers small objects or packages for currency in a furtive fashion;
- f. Such person takes flight upon the appearance of a police officer;
- g. Such person manifestly endeavors to conceal himself or any object which reasonable could be involved in an unlawful drug-related activity.

3. No determination of intent shall be made absent an affirmative act by a person to be charged, which act or acts, when taken in the context of the totality of the surrounding circumstances, shall constitute a substantial step towards the violation of the aforementioned drug laws.

C. Upon a finding of guilty for violation of this Section, there shall be imposed a fine up to Seven Hundred and Fifty Dollars (\$750.00). In addition to the fine, the court may require that a party guilty of violating this Section shall participate in community service.

D. It shall be unlawful for a parent or legal guardian to allow an unemancipated minor to engage in acts in violation of this Section. If a minor shall fail to pay a fine lawfully imposed on him, each parent or legal guardian of the minor shall be jointly and severally liable for said fine.

**4-3-15: VAGRANCY:**

The following persons shall be deemed vagrants and, upon conviction thereof, shall be subject to the penalty provided for violating this Code:

- A. Any person who shall be found trespassing in the nighttime upon the private premises of others, or begging.
- B. All persons who shall have in their possession any article or thing used for obtaining money under false pretenses.
- C. Anyone who shall disturb any place where public or private schools are held, or who shall disturb or molest any congregation of people assembled for religious worship.

**4-3-16: CRIMINAL DAMAGE; VANDALISM AND GRAFFITI:**

- A. Criminal Damage to Property: A person commits the offense of criminal damage to property, when he or she, with respect to such property:
  1. Knowingly damages any such property of another without his consent;
  2. Recklessly, by means of fire or explosive, damages such property of another;
  3. Knowingly starts a fire on the land of another without his consent;
  4. Knowingly injures a domestic animal of another without his consent;
  5. Knowingly deposits on the land or in the building of another, without his consent, any stink bomb or any offensive smelling compound and thereby intends to interfere with the use by another of the land or building;
  6. Knowingly damages the property of another without his consent by defacing, deforming or otherwise damaging the property by the use of paint or any other similar substance.
- B. Public Property: A person commits the offense of criminal damage to public property in the following instances when he knowingly:
  1. Damages any property supported in whole or in part with public funds or belonging to any governmental body;
  2. By means of fire or explosive, damages property supported in whole or in part with public funds or belonging to any governmental body;
  3. Starts a fire on property supported in whole or in part with public funds or belonging to any governmental body;

4. Deposits on land or in a building supported in whole or in part with public funds or belonging to any governmental body without the consent of such governmental body any stink bomb or any offensive smelling compound and thereby intends to interfere with the use by another of the land or building.

C. Graffiti:

1. Prohibited Activity:

a. It is unlawful for any person to place graffiti upon the surface of any structure or wall that is publicly or privately owned without the permission of the owner of the property.

b. It is unlawful for any owner of property to place or give permission to place on any property, real or personal, which is in public view, any graffiti which incites violence by reference to gang or criminal activity, depicts or expresses obscenity by referring to sexual activity or contains defamatory material about a public or private person or which mark out gang jurisdiction for purposes of designating territorial rights of gangs for criminal activity.

2. Graffiti Defined: For the purposes of this Section, "graffiti" shall be defined as any sign, symbol, marking, drawing, name initial, word, diagram, sketch, picture, letter or any other inscription or drawing identifying a gang or gang activity.

3. Affirmative Defense: It shall be an affirmative defense to the alleged violation of the foregoing provision if such activity was undertaken with the prior written consent of the owner of the property, demonstrating that the owner was aware of the content and method of the graffiti to be placed on the structure or wall.

4. Removal: The Village hereby declares graffiti to be a nuisance, which adversely affects the health, safety and welfare of the residents of the community and reduces property value, and makes it subject to abatement as provided for herein:

a. Owner Obligation To Remove: Upon written notification by the Village, the owner of the property upon which graffiti has been placed shall remove the graffiti within ten (10) working days from the date of the notice. The Chief of Police may grant an owner an additional thirty (30) days to remove the graffiti if the owner presents evidence of one of the following conditions:

(1) Weather conditions make removal impossible or a substantial burden to the owner; or

(2) Necessary chemicals for removal are not readily available; or

(3) The physical condition of the owner makes immediate removal impossible or a substantial burden to the owner; or

(4) Such other condition which makes immediate removal impossible or an undue hardship to the owner.

b. Right Of Village To Remove:

(1) The Village may remove graffiti from the exterior of private property if an owner:

- (A) Informs the Village of the presence of graffiti on the owner's property and the owner's inability to remove the graffiti; and
- (B) Prepays the Village for the cost of the removal; and
- (C) Signs a statement authorizing removal by the Village and releasing and holding the Village harmless from any claims or suits brought for damages resulting from any chemicals or from any actions taken by the Village or its employees to remove the graffiti.

(2) In addition, the Village may remove graffiti from the exterior of private property, viewable from a public or quasi-public places if:

- (A) The Village has given notice to the owner as described in subsection C4a of this Section; and
- (B) The Village requests in writing that the owner consent to the removal by the Village and sign a release of the Village from liability for damage; and
- (C) Ten (10) days have elapsed since the date of the request for owner consent and fifty (50) days have elapsed since the date of the notice to remove the graffiti.

(3) If the Village removes the graffiti as provided above, the Village shall invoice the owner of the property for all costs associated with the removal of the graffiti. It shall be unlawful for any owner of such property to fail to pay the Village the invoice when due. In addition, the costs of removal shall constitute a lien on the property. Upon the failure of the owner to pay the graffiti removal costs, the Village may file a lien therefor with the appropriate recorder of deeds.

D. Parental Responsibility: The parent or legal guardian of an unemancipated minor shall be presumed, in the absence of evidence to the contrary, to have failed to exercise proper parental responsibility and such minor shall be deemed to have committed the acts described below with the knowledge and permission of the parent or guardian upon the occurrence of the following three (3) events:

1. An unemancipated minor is adjudicated to be in violation of this Section or has incurred nonjudicial sanctions from another official agency resulting from an admission of guilt in violation of this Section; and
2. The parent or legal guardian has received a written notice thereof, either by certified or registered mail, return receipt requested, or by personal service, with a certificate of personal service returned from the Police Department of the Village, following said adjudication or nonjudicial sanction; and
3. If, at any time within one year following receipt of the notice described in subsection D2 of this Section, the minor is adjudicated to be in violation of this Section, or has incurred nonjudicial sanctions from another official agency resulting from an admission of guilt in violation of this Section.

It shall be unlawful for a parent or legal guardian to allow an unemancipated minor to engage in acts in violation of this Section. Each parent and legal guardian shall be jointly and severally liable. If a minor fails to pay a fine or restitution lawfully imposed upon him, as stated in subsection (F) of this section, the parents or legal guardian shall be jointly and severally liable for said fines or restitution.

#### E. Vandalism And Graffiti Detection:

1. Reward:
  - a. The Village does hereby offer a reward of One Hundred Dollars (\$100.00) to any person who does not have an affirmative duty, yet supplies information leading to the arrest and conviction of any person for violating this Section. The reward shall not exceed Five Hundred Dollars (\$500.00) per incident. In the event of multiple contributors of information, the reward amount shall be divided by the Village in the manner it shall deem appropriate. For purposes of this Section, incurring nonjudicial sanctions from an official agency resulting from an admission of guilt in violation of this Section shall constitute a "conviction".
  - b. Claims for rewards under this Section shall be filed with the Village Treasurer or the Village Director of Finance. Each claim shall:
    - (1) Specifically identify the date, location and kind of property damaged or destroyed;
    - (2) Identify by name the person who was convicted, or confessed to the damage or destruction of the property;
    - (3) Identify the court and date upon which the conviction occurred or the place and the date of the confession.

- c. All claims for rewards must be approved by the Chief of Police, the Village Manager and the Village Treasurer after a thorough investigation of the claim.

F. Penalties: Upon a finding of guilty for violation of this Section, there shall be imposed a fine up to Seven Hundred and Fifty Dollars (\$750.00). In addition to the fine, the court may require that a party guilty of violating subsections A, B and C of this Section:

1. To make full and complete restitution to the Village and the owner of the damaged property for expenses incurred in the removal of the graffiti and restoration of the property to its previous condition; and
2. To reimburse the Village for any reward or reimbursements paid in connection with the violation; and
3. To participate in community service, including but not limited to, time spent in cleaning property that has been defaced by graffiti at any location in the Village.

#### **4-3-17: SPRAY PAINT AND MARKER RESTRICTIONS:**

##### **A. Prohibitions:**

1. It shall be unlawful for any person to sell, offer to sell, cause to be sold, give or otherwise provide any aerosol or pressurized container of paint, dye, ink or similar substance to any person under the age of eighteen (18) years.
2. It shall be unlawful to sell, offer to sell, cause to be sold, give or otherwise provide to any person under the age of eighteen (18) years a marker with a marking tip one-quarter inch ( $\frac{1}{4}$ ") or more at its diameter.
3. No person under the age of eighteen (18) years shall purchase any pressurized container which contains paint, dye, ink or a similar substance.
4. It is unlawful for any individual under the age of eighteen (18) years, who is in a public place or upon private property, without the consent of the owner, lessee or other person entitled to legal possession thereof, and who is not accompanied by a responsible adult, to possess an aerosol or pressurized container of paint dye, ink or similar substance; or to possess a marker with a marking tip of one-quarter inch ( $\frac{1}{4}$ ") or more in diameter.

##### **B. Restrictions On Manner Of Sale:** All persons offering for sale pressurized containers which contain paint shall restrict access to those items from the public by placing them behind a locked counter, cabinet or other storage facility so that access to them cannot be gained without their being unlocked by an authorized employee, agent or other authorized representative of said person. All persons offering for sale markers with a marking tip of one-quarter inch ( $\frac{1}{4}$ ") shall keep such markers in a location

where they can be in constant view of the employee, agent or other authorized representative of the person selling the marker.

C. Parental Responsibility: The parent or legal guardian of an unemancipated minor shall be presumed, in the absence of evidence to the contrary, to have failed to exercise proper parental responsibility and such minor shall be deemed to have committed the acts described below with the knowledge and permission of the parent or guardian upon the occurrence of the following three (3) events:

1. An unemancipated minor is adjudicated to be in violation of this Section or has incurred nonjudicial sanctions from another official agency resulting from an admission of guilt in violation of this Section; and
2. The parent or legal guardian has received a written notice thereof, either by certified or registered mail, return receipt requested, or by personal service, with a certificate of personal service returned from the Police Department of the Village, following said adjudication or nonjudicial sanction; and
3. If at any time within one year following receipt of the notice described in subsection C2 of this Section, the minor is adjudicated to be in violation of this Section, or has incurred nonjudicial sanctions from another official agency resulting from an admission of guilt of violation of this Section.

It shall be unlawful for a parent or legal guardian to allow an unemancipated minor to engage in acts in violation of this Section.

D. Penalties: Upon a finding of guilty for violation of this Section, there shall be imposed a fine up to seven hundred and fifty dollars (\$750.00). In addition to the fine, the court may require that a party guilty of violating this Section shall:

1. Make full and complete restitution to the Village and the owner of any property damaged as a result of the violation, including expenses incurred in restoration of the property to its previous condition; and
2. Participate in community service.

E. Parental Responsibility For Fines: If a minor shall fail to pay a fine or restitution lawfully imposed on him, the parents or legal guardian(s) of the minor shall be jointly and severally liable for said fine or restitution.

#### **4-3-18: CRIMINAL TRESPASS:**

A. Vehicles: A person commits the offense of criminal trespass to a vehicle when he knowingly and without authority enters any vehicle, aircraft or watercraft or any part thereof of another without his consent.

B. Land:

1. A person commits the offense of criminal trespass to land when he enters upon the land or any part thereof of another, after receiving, prior to such entry, notice from the owner or occupant or Village official or the Village Police Department, that such entry is forbidden, or remains upon the land of another after receiving notice from the owner or occupant to depart.
2. A person has received notice from the owner or occupant or public official or the Village Police Department within the meaning of subsection B1 of this Section if he has been notified personally, either orally or in writing, or if a printed or written notice forbidding such entry has been conspicuously posted or exhibited at the main entrance to such land or the forbidden part thereof.

C. Depositing, abandoning or dumping: A person commits the offense of criminal trespass to land when he deposits, abandons or dumps any waste material, garbage, refuse or offensive substance upon the premises, or any part thereof, of another, including any public property without the prior consent of the owner of the said property.

D. Public Property:

1. Whoever enters upon land supported in whole or in part with public funds or belonging to any governmental body or any building on such land, after receiving, prior to such entry, notice that such entry is forbidden, or remains upon such land or in such building after receiving notice.
2. A person has received notice within the meaning of subsection D1 of this section if he has been notified personally, either orally or in writing, or if a printed or written notice forbidding entry to him or a group of which he is a part, has been conspicuously posted or exhibited at the main entrance to such land or the forbidden part thereof.

**4-3-19: DEFACE, DESTROY PUBLIC PROPERTY:**

A. Defacing Public Property: No person shall cut, injure, mark or deface any tree, grass, shrub or walk in any street or public park, or any sewer, water pipe, drain, catch basin, gutter or other appurtenance or hydrant laid or placed by the Village.

B. Damaging Electric Utilities: No person shall break, deface, disturb, interfere with, carry away, or in any way injure or destroy any electric lamp, or any part of, or appurtenance to, any lamp or light used in, upon or about any street, alley or public place in the Village, or break, injure, destroy or in any way disturb or interfere with any electric light, telephone or telegraph wire, or any appurtenance thereto, at any place within the Village.

**4-3-20: BILL POSTING:**

The painting, marking or fastening upon or to any public or private building, or upon or to any tree, fence, sidewalk or other premises within the Village, of any handbill, placard, sign or marking, except legal notices arising under the laws of the State or the ordinances of the Village, without permission of the occupants of the premises, or of the owner if such premises are unoccupied, is declared to be a nuisance. Any person who shall violate this Section shall be subject to the penalty provided for violation of this Code in Section 4-3-33, and shall abate or remove such nuisance after having been notified to do so by any officer of the Village.

**4-3-21: INDECENT CONDUCT:**

No person shall appear in a public place in a state of nudity, or in an indecent or lewd dress, or shall make any indecent exposure of his or her person, or be guilty of any lewd or indecent act or behavior, or shall exhibit, sell or offer to sell, any indecent or lewd book, picture or other thing, or exhibit or perform any indecent, immoral or lewd play or representation.

**4-3-22: OBSCENE CONDUCT, DISTRIBUTION OF OBSCENE MATERIAL:****4-3-22-1: DEFINITIONS:**

**AVAILABLE TO THE PUBLIC:** The matter or performance may be purchased or attended on a subscription basis, on a membership fee arrangement, or for a separate fee for each item or performance.

**DISSEMINATE:** To transfer possession of, with or without consideration.

**KNOWINGLY:** Being aware of the character and content of the material.

**MATERIAL:** Any book, magazine, newspaper or other printed or written material or any picture, drawing, photograph, motion picture or other pictorial representation or any statue or other figure, or any recording, transcription or mechanical, chemical or electrical reproduction or any other articles, equipment or machines.

**NUDITY:** The showing of the human male or female genitals or pubic area with less than a fully opaque covering, or the depiction of covered male genitals in a discernibly turgid state.

**OBSCENE:** Means that to the average person applying contemporary community standards:

- A. The predominant appeal of the matter taken as a whole is to prurient interest; i.e., a shameful or morbid interest in sexual conduct, nudity or excretion; and

- B. The matter depicts or describes in a patently offensive manner sexual conduct regulated by 720 ILCS 5/1-1 *et seq.*; and
- C. The work, taken as a whole, lacks serious literary, artistic, political or scientific value.

PERFORMANCE: Any preview, play, show, skit, film, dance or other exhibition performed before an audience.

PERSON: Any individual, partnership, firm, association, corporation or other legal entity.

PROMOTE: To cause, permit, procure, counsel or assist.

SERVICE TO PATRONS: The provision of services to paying guests in establishments providing food and beverages; including but not limited to hostessing, hat checking, cooking, bartending, serving, table setting and clearing, waiter and waitressing and entertaining.

**4-3-22-2: PROHIBITED CONDUCT:**

It shall be unlawful for any person to:

- A. Knowingly disseminate, distribute or make available to the public any obscene material; or
- B. Knowingly engage or participate in any obscene performance made available to the public; or
- C. Knowingly engage in commerce for commercial gain with materials depicting and describing explicit sexual conduct, nudity or excretion utilizing displays, circulars, advertisements and other public sales efforts that promote such commerce primarily on the basis of their prurient appeal; or
- D. Provide service to patrons in such a manner as to expose to public view:
  1. His or her genitals, pubic hair, buttocks, perineum, anal region or pubic hair region;
  2. Any device, costume or covering which gives the appearance of or simulates the genitals, pubic hair, buttocks, perineum, anal region or pubic hair region; or
  3. Any portion of the female breast at or below the areola thereof; or
- E. Knowingly promote the commission of any of the above listed unlawful acts.

**4-3-22-3: NOTICE OF OBSCENE MATERIAL OR ACTION:**

A. Actual notice of the obscene nature of such material, performance or activity may be given to a person involved in or responsible for such from the Village Attorney on the basis of information lawfully gathered and supplied to him by the Police Department or citizens.

1. Such notice shall be in writing and delivered by mail or in person to the alleged offender.

2. Such notice shall state that:

- a. In the opinion of the Village Attorney the activity engaged in falls within the prohibitions of Section 4-3-22-2 of this Chapter;
- b. That if such activity has not ceased within seven (7) business days, the Village will take appropriate legal action; and
- c. That a declaratory judgment proceeding as described in this subsection of this Chapter is available if a person engaged in the challenged activity wishes to initiate the legal determination of whether the activity is in fact obscene.

B. A person who promotes any obscene activity as prohibited in Section 4-3-22 of this Chapter in the course of his business is presumed to do so with knowledge of its content and character.

#### **4-3-22-4: TYPES OF PROCEEDINGS:**

A. In Rem Proceedings:

1. The Chief of Police may apply to the Village Attorney to institute an attachment proceeding against any material which is alleged to be obscene in a sworn affidavit.
2. Upon filing of an application for attachment authorized in subsection A1 of this Section, the Chief of Police shall immediately cause notice thereof to be served either personally or by mail upon any person residing or doing business in the Village who is known or believed by the Chief of Police to have any of the following interests in material named in the complaint:
  - a. The publisher; or
  - b. The wholesaler, distributor, circulator; or
  - c. Every retailer or dealer who has, or may have, possession of any material identical to material named in the complaint.

B. Declaratory Judgment:

1. Any person receiving notice in writing from the Village Attorney under this subsection of this Chapter that a specified activity is obscene may bring action against the Village for a declaratory judgment to determine whether such activity is obscene.
2. If it is adjudged and declared by the court that such activity is obscene, then the Village Attorney may cause the publication of such judgment in a newspaper of general circulation in the Village and upon such publication all persons residing or doing business in the Village will be presumed to have actual notice of the nature of the activity.

C. Criminal Prosecution:

1. The Village Attorney may cause criminal charges to be brought against any person presently engaging in or who has engaged in any prohibited activity in violation of subsections 4-3-22-2 *et seq.* of this Chapter.
2. If the Village Attorney has given notice pursuant to 4-3-22-3, then such criminal charges may be brought only after fourteen (14) business days after receipt of said notice.

D. Injunction:

1. The Village Attorney may seek a temporary restraining order in the Circuit Court in order to enjoin any obscene performance or the service of patrons in violation of any subsection of 4-3-22 *et seq.* of this Chapter.
2. If the Village Attorney has given written notice pursuant to 4-3-22-3 of this Chapter, he may, after the passage of seven (7) business days, seek such a temporary restraining order.
3. A judicial hearing on a request for such order must be set at the earliest possible time afforded by the court.

E. Additional Proceedings: Proceedings authorized by this Section shall be in addition to any others provided by law.

**4-3-22-5: EVIDENCE; DEFENSES:**

- A. Expert affirmative evidence that the materials or activities are obscene is not required when the materials or activities themselves are presented as evidence.
- B. It shall be an affirmative defense in any prosecution under this Section that allegedly obscene material was disseminated or presented for a bona fide scientific, medical, educational, governmental or judicial purpose by a physician, psychologist, teacher, clergyman, prosecutor or judge.

#### **4-3-22-6: PENALTIES:**

- A. In an in rem proceeding against sexually explicit material under any subsection of 4-3-22 *et seq* of this Chapter, the court shall, upon a determination by the trier of fact that the material is obscene, make an order confiscating the obscene material and authorize and direct the Chief of Police to, pending the exhaustion of all appeals, destroy the same.
- B. Whoever violates this Section shall, upon conviction thereof, be fined not less than one hundred dollars (\$100.00) nor more than Seven Hundred and Fifty Dollars (\$750.00) and imprisoned for a period not to exceed six (6) months, or both.
- C. After conviction, in addition to any other penalty imposed for a violation of this Section, the Director of the Community and Economic Development Department may, in his discretion, revoke the business license of the offender and upon conviction of the offender for a second violation, the Director of Community and Economic Development Department shall revoke the business license of such person.

#### **4-3-23: GAMBLING:**

- A. Playing: No person shall deal, play or engage in any device or game of chance or hazard, either as banker, dealer, player or otherwise, nor bet on any game others may be playing for the purpose of gaming.
- B. Possession Of Gaming Device: No person shall bring into the Village or have in his possession in the Village, for the purpose of gaming, any table, thing or device of any kind or nature whereon or with which money or any other thing of value may be played for.
- C. Lottery: No person shall keep, maintain, direct or manage, or aid in the keeping, maintaining, directing or managing of, any lottery or thing for the drawing or disposing of money or any other property.
- D. Seizing Gaming Devices: It is the duty of every member of the police force to seize any table, instrument, device or thing used for the purpose of gaming; and all such tables, instruments, devices or things shall be destroyed. No person shall obstruct or restrict any member of the police force in the performance of any act authorized by this Section.
- E. Delivering Wagers: No person shall engage in the business of delivering wagers or bets.
- F. Gambling Houses:
  - 1. Maintaining Or Patronizing: It shall be unlawful to maintain or patronize any establishment maintained for a gambling house or resort anywhere in the Village.

2. Advertising: It shall be unlawful to advertise any gambling house or resort in any street, alley or other public place within the Village.

G. The aforesaid subsections A through F shall not apply in the following circumstances:

1. Agreements to compensate for loss caused by the happening of chance including without limitation contracts of indemnity or guaranty and life or health or accident insurance;
2. Offers of prizes, award or compensation to the actual contestants in any bona fide contest for the determination of skill, speed, strength or endurance or to the owners of animals or vehicles entered in such contest;
3. Pari-mutuel betting as authorized by the law of Illinois;
4. Manufacture of gambling devices, including the acquisition of essential parts therefore and the assembly thereof, for transportation in interstate or foreign commerce to any place outside this State when such transportation is not prohibited by any applicable Federal law; or the manufacture, distribution, or possession of video gaming terminals, as defined in the Video Gaming Act, by manufacturers, distributors, and terminal operators licensed to do so under the Video Gaming Act, 230 ILCS 40/1 *et seq.*;
5. Lotteries when conducted by the State of Illinois in accordance with the Illinois Lottery Law, 20 ILCS 1605/1 *et seq.*;
6. Possession of an antique slot machine that is neither used nor intended to be used in the operation or promotion of any unlawful gambling activity or enterprise. An antique slot machine is one manufactured twenty five years ago or earlier;
7. Raffles when conducted in accordance with the Raffles Act, 230 ILCS 15/0.01 *et seq.*;
8. Charitable games when conducted in accordance with the Charitable Games Act, 230 ILCS 30/1 *et seq.*;
9. Pull tabs and jar games when conducted under the Illinois Pull Tabs and Jar Games Act, 230 ILCS 20/1 *et seq.*;
10. Video gaming terminals games at a licensed establishment, licensed truck stop establishment, licensed fraternal establishment, or licensed veterans establishment when conducted in accordance with the Video Gaming Act, 230 ILCS 40/1 *et seq.*;
11. Games of skill or chance where money or other things of value can be won but no payment or purchase is required to participate.

**4-3-24: BINGO:**

The provisions of this Chapter shall not be construed to prohibit lawful conducting of bingo by certain nonprofit organizations as provided by 230 ILCS 25/1.

**4-3-25: DISCARDED REFRIGERATORS:**

It shall be unlawful for any person to store discarded or unused ice boxes, refrigerators or similar self-locking containers which cannot be opened from the inside by a child by pushing only, about any building, garage, barn, lot or other place accessible to children without first removing the doors therefrom or detaching the lock or otherwise rendering it inoperable.

**4-3-26: DISORDERLY HOUSES:**

No person shall keep a common, disorderly or ill-governed house, or suffer any person to play at cards or other game of chance on his premises, for the purpose of winning or losing money, or any other article or thing.

**4-3-27: LIQUOR OR BEER IN PUBLIC PLACES:**

No person shall carry, exposed to view, an open can, bottle or other container containing beer or intoxicating liquor, or drink from such container, on any public walk, street or in any park or other public place in the Village, except while attending a public event in which the event promoters have obtained all valid and applicable licenses from the Village, including but not limited to a liquor license, and that person remains within the boundaries of the said event, is of legal age to consume alcohol, and is only consuming alcohol provided by the event promoter.

**4-3-28: INTOXICATION:**

It shall be unlawful for any person to be in an intoxicated condition in any street, alley or public place in the Village.

It shall be unlawful for any person to be in an intoxicated condition in any private house or place when the intoxicated person breaches the peace and deleteriously affects the health, welfare and enjoyment of the residents of the Village.

**4-3-29: TRICK-OR-TREATING ON HALLOWEEN:**

A. Time Limit: It shall be unlawful for any person to engage in the act of solicitation commonly referred to as "trick-or-treating" at any time other than Halloween Day between the hours of three o'clock (3:00) P.M. and eight o'clock (8:00) P.M.

- B. Parental Responsibility: It shall be the duty and responsibility of the parents to see that no soliciting other than in compliance with this Section is engaged in by their children.
- C. Penalty: Any person who violates, disobeys or refuses to comply with the enforcement of this Section shall, upon conviction, be fined not less than Ten Dollars (\$10.00) and no more than Twenty Five Dollars (\$25.00).

#### **4-3-30: AUTOMATIC AMUSEMENT DEVICES:**

- A. Definition: An "automatic amusement device" is defined as any machine which, upon the insertion of a coin, slug, token, plate or disk, or similar object, may be operated for use as a game, entertainment or amusement, whether or not registering a score and which includes such devices as marble machines, pinball machines, skill ball, electronic dart games, pool or billiard tables, electronic games using video screens and electrical impulses or mechanical grab machines. It includes any other type of mechanical or electronic game, the object of which is to secure a particular score, or high score by use of balls, spheres, springs, trigger devices or electrical impulses.
- B. Devices Prohibited: Automatic amusement devices are hereby prohibited except as set forth herein.
- C. License Required: It shall be unlawful for any person to install, maintain or operate any automatic amusement device for use within the Village limits, except in a person's residence, without first having obtained the necessary licenses and paid the fees required for each and every such device.
- D. Location Restriction: No automatic amusement devices shall be located within three hundred feet (300') of any church, public or parochial school or playground.
- E. Number Of Devices: No person shall be permitted to install, maintain or operate on its premises more than three (3) automatic amusement devices. The term "person" includes individuals as well as for-profit and not-for-profit entities or organizations.
- F. Installation: Liquor licensees holding either a Class A, E-1 or C license shall install said automatic amusement devices only in the bar area prohibiting access to anyone under the age of twenty one (21) years.
- G. Prohibition Against Future Devices: No license shall hereafter be issued for any new or additional automatic amusement device at any location within the corporate limits of the Village. Any establishment or club which previously operated automatic amusement devices where a license was not previously required shall be required and permitted to obtain licenses subject to the limitations in subsection D of this Section.
- H. Nuisance Declared: Whenever a person shall continue to maintain an automatic amusement device in violation of this Section for more than ten (10) days after being

first notified of the violation through the imposition of a fine therefor, the automatic amusement devices so maintained shall be declared a public nuisance and may be abated by the Village.

- I. Fines: Any person who owns, possesses, controls, or maintains automatic amusement devices for use in violation of this Section shall be guilty of a misdemeanor and fined not less than Twenty Five Dollars (\$25.00) nor more than Seven Hundred and Fifty Dollars (\$750.00) for each violation. A separate offense shall be charged for each day such person keeps an automatic amusement device in violation of this Section.
- J. Gambling Device: In no event shall any license of any kind be issued for any automatic amusement device which device can be manipulated in such a manner that said device constitutes a "gambling device" as defined in 720 ILCS 5/28 *et seq.* Such devices can include, but are not limited to, video poker machines and slot machines. The operation of any such automatic amusement devices anywhere within the Village is prohibited.

#### **4-3-31: FIREWORKS:**

It shall be unlawful to discharge, set off or sell at retail any fireworks or pyrotechnics anywhere in the Village; provided, that exhibitions of pyrotechnics, properly safeguarded, may be given if a permit therefor is obtained from the Village.

#### **4-3-32: RECKLESS SETTING OF FIRES:**

- A. No person shall recklessly use matches, lighters or other fire-producing means to produce fire in a careless, reckless or negligent manner, whether wilfully or wantonly, or without due regard to the safety of others, or the safety of property; and neither shall any person set fire to any bedding, furniture, curtains, drapes, house or household fittings, or any building or part of any building whatsoever, so as to endanger the life or property in any way or to any extent. Any person who is found guilty of violating this subsection or any part thereof by any court of competent jurisdiction shall be subject to a fine of not more than Seven Hundred and Fifty Dollars (\$750.00) for each offense.
- B. It shall be unlawful to build or light any bonfire so close to any building or other structure as to endanger such building or structure, or on any public street or sidewalk pavement.

#### **4-3-33: PENALTY:**

Unless otherwise provided for herein, any person violating any of the provisions of this Chapter, or any provision of any code adopted herein by reference, shall be subject to a fine of not more than Seven Hundred and Fifty Dollars (\$750.00).

A penalty imposed for violation of this Chapter may include, or consist of, a requirement that the defendant perform some reasonable public service work such as, but not limited to, the picking up of litter in public parks or along public highways or the maintenance of public facilities.

Each act of violation and each day upon which a violation occurs constitutes a separate offense.

#### **4-3-34: COMBUSTIBLE REFUSE STORAGE:**

It shall be unlawful to permit or store any combustible refuse in such a way as to create a fire hazard, or to store or throw any refuse of any kind on any street, alley or other public place.

#### **4-3-35: ILLINOIS CRIMINAL CODE ADOPTED BY REFERENCE**

Except insofar as the application thereof is clearly impractical or inappropriate, in view of the context or purposes or penalty as provided, all of the definitions, requirements, regulations, prohibitions, provisions and sections of the Illinois Criminal Code, as amended, are hereby adopted by the Village. Any and all violations thereof shall be considered violations of this Chapter, and each such violation shall subject the violator thereof to penalty provision under this Chapter if proceeded hereunder.

#### **4-3-36: ADOPTION AND INCORPORATION OF SMOKE FREE ILLINOIS ACT IN ITS ENTIRETY BY REFERENCE; PENALTIES AND FINES:**

A. Pursuant to 410 ILCS 82/65, the Village hereby adopts and incorporates by reference into this Code each and every provision of the Smoke Free Illinois Act as contained in 410 ILCS 82/1 *et seq.*, as amended from time to time, as if fully set out in this Code. The penalties are included in this adoption by reference and shall control unless otherwise specifically expressed in this Code. Any proceeding resulting from a violation of a Smoke Free Illinois Act regulation, written as a violation of this Code, shall be deemed to be a civil matter for purposes of burden of proof and rules of court. Three (3) copies of said Smoke Free Illinois Act are on file in the office of the Village Clerk. The fact that a particular activity is proscribed or regulated in both the Smoke Free Illinois Act and another section of this Chapter shall not affect either the validity of this Section or the validity of this Code regulation. Except where noted, if any provisions in the Smoke Free Illinois Act and this Chapter are inconsistent with each other, the provisions as set forth in this Code shall govern.

Any regulation found in the Smoke Free Illinois Act may be cited as a regulation of this Code.

B. As stated by the Smoke Free Illinois Act, no person shall smoke in a public place or in any place of employment or within 15 feet of any entrance to a public place or place of employment. No person may smoke in any vehicle owned, leased, or

operated by the State or Village. Smoking is prohibited in indoor public places and workplaces unless specifically exempted by Section 35 of the Smoke Free Illinois Act.

- C. A person, corporation, partnership, association or other entity who violates Section 15 of the Smoke Free Illinois Act shall be fined pursuant to this Section. Each day that a violation occurs is a separate violation.
- D. A person who smokes in an area where smoking is prohibited under Section 15 of the Illinois Smoke Free Act, as restated in 4-3-36(B) of this Code, shall be fined in an amount that is not less than One Hundred Dollars (\$100.00) and not more than Two Hundred and Fifty Dollars (\$250). A person who owns, operates, or otherwise controls a public place or place of employment that violates Section 15 of the Smoke Free Illinois Act, as restated in 4-3-36(B) of this Code, shall be fined (i) not less than Two Hundred and Fifty Dollars (\$250.00) for the first violation, (ii) not less than Five Hundred Dollars (\$500.00) for the second violation within one year after the first violation, and (iii) not less than Two Thousand and Five Hundred Dollars (\$2,500.00) for each additional violation within one year after the first violation.

#### **4-3-37: ADJUDICATING VIOLATIONS OF THIS CHAPTER**

With the exception of Section 4-3-22 *et seq.*, the Village shall have the discretion to determine whether Violations of this Chapter will be prosecuted in the Eighteenth Judicial Circuit Court of DuPage County or the Village's system of Administrative Adjudication. Therefore, any reference to the word "court", with the exception of Section 4-3-22 *et seq.*, shall refer to and mean the Eighteenth Judicial Circuit Court of DuPage County and the Village's system of Administrative Adjudication as described in Section 4-8-1 *et seq.* of this Code. The Notice of Violation shall state the date and time of the hearing pursuant to Section 4-8-5 of this Code.

**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 \_\_\_\_\_, 2011.

APPROVED:

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Frank Soto, Village President

ATTEST:

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Corey Williamsen, Deputy Village Clerk

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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**TYPE:** Resolution **SUBMITTED BY:** Village Manager **DATE:** October 20, 2011

**DESCRIPTION:** Consider a Resolution authorizing a Redevelopment Agreement with the Bensenville Park District for the Rehabilitation of the Aquatic Facility at Varble Park (TIF 13).

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

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**COMMITTEE/BOARD ACTION:** 4-0 Approval

**DATE:** 10/25/11

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**BACKGROUND:**

A key objective of the Redevelopment Plan for the Northern Industrial TIF No. 13 was, to the extent allowed by State Statute, assist Bensenville taxing bodies with strategic initiatives and improvements within TIF No. 13. The Bensenville Park District has requested assistance with a rehabilitation project located adjacent to the Deer Park Leisure Center, which includes the demolition of the twenty year-old miniature golf facility and construct a new water splash pad. Included in the project are picnic shelters, permanent bean bag games, new sidewalk and improved landscaping and water service.

**KEY ISSUES:**

The cost of the project is estimated to be \$495,400. The Park District is requesting assistance from the TIF in the amount of \$247,700 (50%). It should be noted that the Park District has secured grant funding through an Illinois Department of Natural Resources Grant to cover their 50%. The project is scheduled to begin asap with completion in Summer 2012.

The Redevelopment Agreement has been reviewed by the Park District Attorney's (Bond Dickson) and our TIF Counsel Tom Bayer. The Agreement stipulates the performance requirements for the Village and the Park District.

**ALTERNATIVES:**

1. Motion to approve a Resolution authorizing the Redevelopment Agreement.
3. Discretion of the Committee.

**RECOMMENDATION:** Staff recommends approval of the Resolution authorizing the execution of a Redevelopment Agreement. The proposed project achieves the objectives noted in the TIF No. 13 Redevelopment Plan and is consistent with the TIF Act.

**BUDGET IMPACT:** \$247,700 to be paid upon completion of the project. The TIF 13 Cash Flow has been programmed to include this expense in Summer 2012.

**ACTION REQUIRED:** Motion to approve the Resolution.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION OF  
A REDEVELOPMENT AGREEMENT WITH THE  
BENSENVILLE PARK DISTRICT**

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 authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act; and

WHEREAS, pursuant to Ordinance Numbers 28-2011, 29-2011 and 30-2011, adopted April 19, 2011, the Village approved a tax increment redevelopment plan and project (the "TIF Plan"), designated the tax increment redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment financing relative to the Village's North Industrial District Tax Increment Financing District (the "TIF District") the boundaries of which are legally described and depicted in those ordinances; and

WHEREAS, the Bensenville Park District (the "Park District") is a body politic and corporate, organized and existing pursuant to the Illinois Park District Act, 70 ILCS 1205/1-1 *et seq.*; and

WHEREAS, the Park District is the fee owner of certain real property (the "Property") located within the Redevelopment Project Area; and

WHEREAS, the Park District desires to redevelop the Property with a splash pad, picnic shelters and open space (the "Project"), with the Project to be operated by the Park

District upon completion thereof; and

WHEREAS, the Park District has been and continues to be unable and unwilling to undertake the redevelopment of the Property with the Project, but for certain tax increment financing ("TIF") incentives to be provided by the Village in accordance with the Act, which the Village is willing to provide under the terms and conditions contained herein; and

WHEREAS, the Village and the Park District acknowledge and agree that but for the TIF and other incentives, to be provided by the Village, the Park District cannot successfully and economically develop the Property with the Project, and the Park District cannot operate the Project, in a manner satisfactory to the Village; and

WHEREAS, the Village has determined that it is desirable and in the Village's best interests to assist the Park District; and

WHEREAS, the Village and the Park District desire to enter into a Redevelopment Agreement for the Project to provide for the redevelopment of the Property, thereby implementing the TIF Plan; and

WHEREAS, the terms of the Agreement the Parties have agreed to are set forth in the "Redevelopment Agreement For The Rehabilitation Of The Bensenville Park District's Aquatic Facility At Varble Park Comprising A Part Of The North Industrial District TIF District Of The Village Of Bensenville, Illinois," a copy of which is attached hereto and incorporated herein as Exhibit "1."

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

SECTION ONE: The recitals set forth above are incorporated herein and

made a part hereof.

SECTION TWO: The Village 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, the “Redevelopment Agreement For The Rehabilitation Of The Bensenville Park District’s Aquatic Facility At Varble Park Comprising A Part Of The North Industrial District TIF District Of The Village Of Bensenville, Illinois,” attached hereto and incorporated herein by reference as Exhibit “1.”

SECTION THREE: All resolutions and enactments inconsistent with this Resolution are hereby repealed to the extent of such inconsistency.

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 25th day of October, 2011.

APPROVED:

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Frank Soto, Village President

ATTEST:

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Corey Williamsen, Deputy Village Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

**REDEVELOPMENT AGREEMENT  
FOR THE REHABILITATION OF THE BENSENVILLE  
PARK DISTRICT'S AQUATIC FACILITY AT VARBLE PARK  
COMPRISING A PART OF THE  
NORTH INDUSTRIAL DISTRICT TIF DISTRICT  
OF THE VILLAGE OF BENSENVILLE, ILLINOIS**

This Redevelopment Agreement (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011 (the "Effective Date") by and between the Village of Bensenville, Illinois, an Illinois non-home rule municipal corporation (the "Village") and the Bensenville Park District, an Illinois park district (the "Park District"). (The Village and the Park District are sometimes referred to herein individually as a "Party," and collectively as the "Parties.")

**WITNESSETH:**

IN CONSIDERATION of the Preliminary Statements, the mutual covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

**I. PRELIMINARY STATEMENTS**

Among the matters of mutual inducement which have resulted in this Agreement are the following:

- A. The Village is a non-home rule unit of government in accordance with Article VII, Section 7 of the Constitution of the State of Illinois, 1970.
- B. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage public and private development in order to support the goals and objectives of other taxing districts, improve open space and public gathering spaces, enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village.
- C. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.

D. Pursuant to Ordinance Numbers 28-2011, 29-2011 and 30-2011, adopted April 19, 2011, the Village approved a tax increment redevelopment plan and project (the "TIF Plan"), designated the tax increment redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment financing relative to the Village's North Industrial District Tax Increment Financing District (the "TIF District"); said TIF District being legally described and depicted as set forth in EXHIBIT A-1 and EXHIBIT A-2, respectively, attached hereto and made part hereof.

E. The Park District is the fee owner of certain real property located within the Redevelopment Project Area, said property being legally described on EXHIBIT B attached hereto and made part hereof (the "Property").

F. The Park District desires to redevelop the Property with a splash pad, picnic shelters and open space, all as depicted on the site plan attached hereto as EXHIBIT C and made part hereof, and as described in further detail on EXHIBIT D attached hereto and made part hereof (the "Project"), with the Project to be operated by the Park District upon completion thereof.

G. It is necessary for the successful completion of the Project that the Village enter into this Agreement with the Park District to provide for the redevelopment of the Property, thereby implementing the TIF Plan.

H. The Park District has been and continues to be unable and unwilling to undertake the redevelopment of the Property with the Project, but for certain tax increment financing ("TIF") incentives to be provided by the Village in accordance with the Act, which the Village is willing to provide under the terms and conditions contained herein. The Parties acknowledge and agree that but for the TIF and other incentives, to be provided by the Village, the Park District cannot successfully and economically develop the Property with the Project, and the Park District cannot operate the Project, in a manner satisfactory to the Village. The Village has determined that it is desirable and in the Village's best interests to assist the Park District in the manner set forth herein, and as this Agreement may be supplemented and amended from time to time.

I. The Village, in order to stimulate and induce redevelopment of the Property with the Project, has agreed to finance certain TIF eligible redevelopment project costs through incremental property taxes, as well as other revenue sources, as determined by the Village, all in accordance with the terms and provisions of the Act and this Agreement.

J. This Agreement has been submitted to the Corporate Authorities of the Village (as defined below) for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the

execution of this Agreement in order to make the same binding upon the Village according to the terms hereof, and any and all actions of the Corporate Authorities of the Village precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

- K. This Agreement has been submitted to the Board of Commissioners of the Park District for consideration and review, the Park District's Board of Commissioners has taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Park District according to the terms hereof, and any and all action of the Park District's Board of Commissioners precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.
- L. The Village is desirous of having the Redevelopment Project Area rehabilitated, developed and redeveloped in accordance with the TIF Plan, and particularly the Project as a part thereof, in order to serve the needs of the Village, improve open space, arrest physical decay and decline in the Redevelopment Project Area, increase employment opportunities, stimulate commercial growth and stabilize the tax base of the Village and, in furtherance thereof, the Village is willing to undertake certain incentives, under the terms and conditions hereinafter set forth, to assist such development.

## II. DEFINITIONS

For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, and as follows:

- A. **"Change in Law"** means the occurrence, after the Effective Date, of an event described below in this definition, provided such event materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Agreement and such event is not caused by the Party relying thereon:

Change in Law means any of the following: (1) the enactment, adoption, promulgation or modification of any federal, State or local law, ordinance, code, rule or regulation (other than by the Village or with respect to those made by the Village, only if they violate the terms of this Agreement); (2) the order or judgment of any federal or State court, administrative agency or other governmental body (other than the Village); or (3) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency (other than the Village, or, with respect to those made by the Village, only if they violate the terms of

this Agreement). Change in Law, for purposes of this Agreement, shall also include the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the actions to be performed under this Agreement (except any imposition of any conditions on, or delays in, any such issuance or renewal by the Village, except as provided herein).

- B. **Corporate Authorities** means the President and Board of Trustees of the Village of Bensenville, Illinois.
- C. **Day** means a calendar day.
- D. **Effective Date** means the date on which this Agreement is executed on behalf of the Village, with said date being inserted in the opening paragraph of this Agreement.
- E. **Incremental Property Taxes** means that portion of the ad valorem real estate taxes, if any, arising from the taxes levied upon the Redevelopment Project Area, which taxes are actually collected and which are attributable to the increase in the equalized assessed valuation ("EAV") of the Redevelopment Project Area over and above the EAV of the Redevelopment Project Area at the time of the formation of the TIF District, all as determined by the County Clerk of the County of DuPage, Illinois, pursuant to and in accordance with the Act, the TIF Ordinances and this Agreement, and which are received by the Village after the Effective Date of this Agreement.
- F. **Party / Parties** means the Village and the Park District, individually/collectively, and their respective successors and/or assigns as permitted herein, as the context requires.
- G. **Person** means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.
- H. **State** means the State of Illinois.
- I. **TIF Eligible Redevelopment Costs** means costs of the Project to be paid or reimbursed from Incremental Property Taxes, pursuant to the Act, by the Village, as provided in this Agreement.
- J. **TIF Ordinances** means those Ordinances referenced in subsection I.D. above.

K. **"Uncontrollable Circumstance"** means any event which:

1. is beyond the reasonable control of and without the fault of the Party relying thereon; and
2. is one or more of the following events:
  - a. a Change in Law;
  - b. insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;
  - c. epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or other similar act of God;
  - d. governmental condemnation or taking other than by the Village;
  - e. strikes or labor disputes, or work stoppages not initiated by the Park District;
  - f. unreasonable delay in the issuance of building or other permits or approvals by the Village or other governmental authorities having jurisdiction other than the Village;
  - g. shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement;
  - h. unknown or unforeseeable geo-technical or environmental conditions;
  - i. major environmental disturbances;
  - j. vandalism; or
  - k. terrorist acts.

Uncontrollable Circumstance shall not include: economic hardship; unavailability of materials (except as described in subsection 2.g. above); or a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to the contractor).

For each day that the Village or the Park District is delayed in its performance under this Agreement by an Uncontrollable Circumstance, the dates set forth in this Agreement shall be extended by one (1) day.

### **III. CONSTRUCTION OF TERMS**

This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- A. Definitions include both singular and plural.

- B. Pronouns include both singular and plural and cover all genders.
- C. The word "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".
- D. Headings of Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- E. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the Agreement shall control.
- F. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.
- G. The Village Manager, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by and provided for in this Agreement. The Park District is entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the Village as having been properly and legally given by the Village.
- H. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by the Park District in a different manner, the Executive Director of the Park District, as its authorized representative, who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of the Park District and with the effect of binding the Park District in that connection (such individual being designated as an "Authorized Park District Representative"). The Park District shall have the right to change its Authorized Park District Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section XVII.C. of this Agreement.

#### **IV. COOPERATION OF THE PARTIES**

The Village and the Park District agree to cooperate in implementing the Project in accordance with the Parties' respective obligations set forth in this Agreement and specific approvals by the Village in the future relative to the development of the Property and the Project.

#### **V. DEVELOPMENT OF THE PROPERTY**

- A. Within six (6) months of the Effective Date, the Park District shall apply for all necessary permits and approvals from all governmental agencies having jurisdiction over the Project as may be required to commence construction of the Project. Upon receipt of all required approvals, and permits from the Village and any other federal, State, regional or county agencies having jurisdiction over the Project, the Park District shall commence construction of the Project, and complete same within twelve (12) months of the receipt of all required approvals and permits.
- B. If the construction of the Project does not proceed as set forth above, this Agreement shall be of no further force and effect (subject to the notice and cure provisions in this Agreement), all amounts paid to the Park District by the Village pursuant to Section VI.B. below shall be refunded to the Village by the Park District. Upon the Park District's failure to pay any amounts due the Village pursuant to the preceding sentence within thirty (30) days of a written demand to pay same, the Village shall be entitled to record a lien against the Property, in the amount due, and foreclose said lien in the same manner as the foreclosure of a mortgage. The provisions of this subsection B. shall survive the termination of this Agreement.

#### **VI. UNDERTAKINGS ON THE PART OF THE VILLAGE**

- A. **Village Cooperation.** The Village agrees to cooperate with the Park District in the Park District's attempts to obtain all necessary approvals from any governmental or quasi-governmental entity other than the Village and, upon request of the Park District, will promptly execute any applications or other documents (upon their approval by the Village) which the Park District intends to file with such other governmental or quasi-governmental entities in regard to the Project. The Village shall further promptly respond to, and/or process, and consider reasonable requests of the Park District for applicable demolition permits, building permits, driveway permits, curb cut permits, or other permits necessary for the construction of the Project. Approval of any building permit applications and/or engineering plans shall be contingent on the Park District providing all required and requested documentation including, but not limited to, engineering reports, calculations and plans required to substantiate that

said improvements fully conform with all applicable State statutes and also all Village ordinances and codes, as well as receipt of all required approvals from any federal, State, regional or county agencies having applicable jurisdiction.

B. **Incentives.** In relation to the Project, the Village shall reimburse the Park District in an amount not to exceed Two Hundred Forty-Seven Thousand Seven Hundred and No/100 Dollars (\$247,700.00) (the "Funding Cap") for TIF Eligible Redevelopment Costs relative to the Project, as set forth in EXHIBIT E attached hereto and made part hereof. Said Funding Cap shall be reimbursed to the Park District as follows:

1. On the Effective Date, there shall be set aside by the Village, as a fund from which to pay the Funding Cap, the sum of Two Hundred Forty-Seven Thousand Seven Hundred and No/100 Dollars (\$247,700.00) (with such set aside funds being hereinafter referred to as the "Escrowed Funds"). It is agreed and understood that the Escrowed Funds are intended to be held and disbursed in order to satisfy the Village's obligation to reimburse the Park District for TIF Eligible Redevelopment Costs incurred by the Park District.
2. The Escrowed Funds shall be used to reimburse the Park District for TIF Eligible Redevelopment Costs related to the Project (the "TIF Work"). Upon issuance of the Certificate of Completion (as referenced in Section X.A. below), the Village shall pay to the Park District, from the Escrowed Funds, upon receipt of an invoice therefor from the Park District, any TIF Eligible Redevelopment Costs documented by the Park District to have been incurred by the Park District in relation to the TIF Work (which documentation shall accompany each such invoice). Requests for reimbursement of TIF Eligible Redevelopment Costs paid by the Park District shall be forwarded to the Village's Finance Director, accompanied by a copy of the paid receipt therefor. Requests for prepayment of TIF Eligible Redevelopment Costs that are to be incurred by the Park District shall be forwarded to the Village's Finance Director, accompanied by the invoice relative thereto. Unless the Village has good cause to believe that the Park District's invoice seeks reimbursement or payment for non-TIF Eligible Redevelopment Costs, the Village shall pay such invoice within ten (10) days of the date of its receipt of same. If the Village elects to withhold or deny such payment based on alleged "good cause," the Village shall promptly (and in any event not later than the date payment would otherwise have been due) advise the Park District in writing as to the specific basis for the Village's position.

C. **Condition Precedent to Receiving Funds from the Village.** As

conditions precedent to receiving funds from the Village, the Park District agrees:

1. To maintain clear and marketable title to the land underlying the Project, subject to any covenants, restrictions, easements or other encumbrances of record, and except for the financing liens or mechanics liens or other encumbrances which are bonded or insured over;
2. To provide evidence of a commitment for financing for the construction of the entire Project, to the extent additional financing is necessary, whether through the Park District's funds on hand, bank financing, a grant, or a combination thereof, satisfactory to the Village, no later than thirty (30) days after the Effective Date of this Agreement;
3. To start and complete the Project in the times as set forth in this Agreement; and
4. To comply with all other conditions stated in this Agreement.

## **VII. PARK DISTRICT'S OBLIGATIONS**

The Park District shall have the obligations set forth below, in addition to those set forth elsewhere in this Agreement, for the development, construction, financing, completion and furtherance of the Project:

- A. The Park District will construct the Project in full conformance with the approvals therefor from the Village.
- B. The Park District shall at all times acquire, install, construct, operate and maintain the Project in substantial conformance with all applicable laws, rules, ordinances and regulations. All work with respect to the Project shall substantially conform to all applicable federal, State and local laws, regulations and ordinances, including, but not limited to, zoning, subdivision and planned development codes, building codes, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter), life safety codes, property maintenance codes and any other applicable codes and ordinances of the Village, or any of its rules or regulations or amendments thereto which are in effect from time to time during the construction and maintenance of the Project and/or during the term of this Agreement.

- C. During the construction of the Project, the Park District shall stage its construction of the Project to avoid to the fullest extent possible any community disruption. During construction, the Park District shall also keep all public streets used by the Park District, in conjunction with the Project, clean on a daily basis, and for each day in which such public streets are not properly clean, the Park District shall pay the Village the sum of Two Hundred Fifty and No/100 Dollars (\$250.00) for each such violation.
- D. The Park District shall park and stage all construction equipment, materials and vehicles to be used in relation to the construction of the Project on the Property, or on other property owned by the Park District.
- E. The Park District shall submit written evidence to the Village, in a form and substance satisfactory to the Village, that the Park District has access to sufficient funds to pay any costs of the Project, above and beyond those costs covered by the Escrowed Funds, without obtaining third party financing. The Village's approval shall not be unreasonably withheld. If the Park District fails to meet any of the requirements of this subsection, the Village shall be relieved of its obligations under this Agreement (subject to the Village's compliance with the default and cure provisions set forth below).
- F. The Park District shall meet with the Corporate Authorities and Village staff and make presentations to the Corporate Authorities and Village staff as reasonably requested by the Village President or Village Manager in order to keep the Village apprised of the progress of the Project.
- G. The Park District shall be required to return and/or reimburse the Village all monies received from the Village under this Agreement in the event that the Project is not completed by the Park District within the time limits set forth in this Agreement for the completion of the Project. If the Park District fails to complete the Project within the time limits set forth in this Agreement, the Park District shall reimburse the Village any such amounts within thirty (30) days after the required completion date for the Project.

## VIII. ADDITIONAL COVENANTS OF PARK DISTRICT

- A. **Park District Existence.** The Park District will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois park district, so long as the Park District maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement.
- B. **Further Assistance and Corrective Instruments.** The Village and the Park District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such

supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or facilitating the performance of this Agreement to the extent legally permitted and within the Village's and the Park District's sound legal discretion.

- C. **No Gifts.** The Park District covenants that no officer, elected official, employee or agent of the Park District, or any other Person connected with the Park District, has made, offered or given, either directly or indirectly, to any member of the Corporate Authorities, or any officer, employee or agent of the Village, or any other Person connected with the Village, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village.
- D. **Prevailing Wage.** The Park District shall comply with the Illinois Prevailing Wage Act to the extent improvements relative to the Project are constructed with the funds being provided to the Park District by the Village hereunder, or to the extent improvements relative to the Project, if constructed on behalf of the Village by a contractor, would be subject to the Illinois Prevailing Wage Act.

## IX. ADHERENCE TO VILLAGE CODES AND ORDINANCES

All development and construction of the Project shall comply in all respects with the provisions in the building, plumbing, mechanical, electrical, storm water management, fire prevention, property maintenance, zoning and subdivision codes of the Village and all other germane codes and ordinances of the Village in effect from time to time during the course of construction of the Project. The Park District, by executing this Agreement, expressly warrants that it has examined and is familiar with all the covenants, conditions, restrictions, building regulations, zoning ordinances, property maintenance regulations, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter) and land use regulations, codes, ordinances, federal, State and local ordinances, and the like, currently in effect.

## X. SPECIAL CONDITIONS

- A. **Certificate of Completion.** Within thirty (30) days after written request from the Park District and after the Park District has provided all required waiver of liens and sworn statements necessary to comply with the Illinois Mechanics Lien Act and has complied with all Village codes and with the obligations of this Agreement with respect to the construction of the Project, and after the Village has determined that the Project is complete, the Village shall deliver a certificate of completion and satisfaction of all construction terms, covenants and conditions contained in this Agreement

(the "Certificate of Completion") or, if not complete or satisfied, a written statement as to what deficiencies exist.

B. **Open Book Project.** The Park District's Project shall be an "open book" project, meaning that the Park District and the general contractor (or contractors, if more than one) will assure continuing access to the Village's agents for the purpose of reviewing and auditing their respective books and records relating to any item necessary to determine the costs of the Project; provided, however, that all such access shall be limited to normal business hours upon reasonable prior notice and shall not occur more frequently than once per calendar quarter. The foregoing Village review rights shall terminate one (1) year after the issuance of the Certificate of Completion with respect to costs for the Project, unless the Park District has failed to make available any such books and/or records requested in writing by the Village. Failure to provide the documents or allow review of the books within fifteen (15) days after request by the Village shall be an Event of Default. The Park District shall exercise prudence and good faith in attempting to contract with persons or entities that are reputable and experienced in their respective areas for the provision of services or material for the design and construction of Project at costs not in excess of market rates. The general contractor (or general contractors) designated by the Park District shall be experienced and reputable.

C. **Village Fee Waiver.** In regard to the construction of the Project, all Village-imposed fees, including, but not limited to, permit, inspection, review, tap-on and storm water drainage fees, shall be waived. Once the Project is complete, and a certificate of occupancy has been issued by the Village in relation thereto, the Park District shall thereafter pay all Village-imposed fees that are assessed on a uniform basis throughout the Village and are of a general applicability to all other property in the Village.

D. **Duty to Remain Open.** In addition to the Village's rights herein, in the event the Park District does not operate the Project on the Property for a period of five (5) continuous years after the issuance of the Certificate of Completion for the Project, and the Park District fails to cure such default within any applicable cure period, the Park District shall be responsible to reimburse the Village in an amount equal to the total sums paid by the Village to the Park District regarding this Project. Upon the Park District's failure to pay any amounts due the Village pursuant to the preceding sentence within thirty (30) days of a written demand to pay same, the Village shall be entitled to record a lien against the Property, in the amount due, and foreclose said lien in the same manner as the foreclosure of a mortgage. The provisions of this subsection D. shall survive the termination of this Agreement.

## **XI. REPRESENTATIONS AND WARRANTIES OF PARK DISTRICT**

The Park District represents, warrants and agrees as the basis for the undertakings on its part herein contained that as of the date hereof and until completion of the Project:

- A. The Park District is an Illinois park district duly organized and existing under the laws of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. The Park District is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To the Park District's knowledge, there are no actions at law or similar proceedings which are pending or threatened against the Park District which would result in any material and adverse change to the Park District's financial condition, or which would materially and adversely affect the level of the Park District's assets as of the date of this Agreement or that would materially and adversely affect the ability of the Park District to proceed with the construction and development of the Project.
- B. Neither the execution and delivery of this Agreement by the Park District, the consummation of the transactions contemplated hereby by the Park District, nor the fulfillment of or compliance with the terms and conditions of this Agreement by the Park District, conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of the Park District (with the Park District's prior written approval), any organizational documents, any restriction, agreement or instrument to which the Park District is now a party or by which the Park District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of the Park District, under the terms of any instrument or agreement to which the Park District is now a party or by which the Park District is bound.
- C. The Park District has sufficient financial and economic resources to implement and complete the Park District's obligations contained in this Agreement.
- D. The Park District represents and warrants that it has not received any notice from any local, State or federal official that the activities of the Park District with respect to the Property and/or the Project may or will be in violation of any environmental law or regulation. The Park District is not aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure, and the Park District is not aware of any

violation of any local, State or federal law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute.

E. The Park District represents and warrants to the Village that the Park District is skilled in the development and operation of facilities such as the Project and is able to provide the Project with the necessary skill, knowledge and expertise as well as input from other experts and consultants in the construction and operation of such a Project.

## **XII. REPRESENTATIONS AND WARRANTIES OF THE VILLAGE**

The Village represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

A. The Village is an Illinois non-home rule municipal corporation duly organized and validly existing under the laws of the State of Illinois, and has all requisite corporate power and authority to enter into this Agreement.

B. The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement:

1. have been duly authorized by all necessary corporate action on the part of the Village;
2. require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement; and
3. shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.

C. To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the TIF District in any court or before any governmental authority which involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

## **XIII. INSURANCE**

A. The Park District, and any successor in interest to the Park District, shall obtain and continuously maintain insurance on the Property and the Project and, from time to time at the request of the Village, furnish proof to

the Village that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Park District must obtain and continuously maintain, provided that the Park District shall obtain the insurance described in subsection 1. below prior to the commencement of construction of any portion of the Project:

1. Builder's risk insurance, written on the so-called "Builder's Risk - Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.
2. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy naming the Village and its officers, agents and employees as additional insureds, with limits against bodily injury and property damage of not less than \$5,000,000.00 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.
3. Workers compensation insurance, with statutory coverage.

B. All insurance required in this Section XIII. shall be obtained and continuously maintained through responsible insurance companies selected by the Park District or its successors that are authorized under the laws of the State to assume the risks covered by such policies. Unless otherwise provided in this Section XIII., cancellation relative to each policy shall be as provided by the policy; however, the Village must be named as a cancellation notice recipient. Not less than fifteen (15) days prior to the expiration of any policy, the Park District, or its successor or assign, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section XIII. In lieu of separate policies, the Park District or its successor or assign, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

#### **XIV. INDEMNIFICATION, HOLD HARMLESS AND RELEASE PROVISIONS**

A. The Park District releases from and covenants and agrees that the Village, its governing body members, officers, agents, including independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and

hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or the Property or arising under this Agreement or actions in furtherance thereof to the extent not attributable to the gross negligence or willful misconduct of the Indemnified Parties.

- B. Except for gross negligence or willful misconduct of the Indemnified Parties, the Park District agrees to indemnify the Indemnified Parties, now and forever, and further agree to hold the aforesaid harmless from any claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Park District (or if other Persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the Village in this Agreement.
- C. No liability, right or claim at law or inequity shall attach to or shall be incurred by the Village's president, trustees, officers, officials, agents and/or employees, and any such rights or claims of the Park District against the Village's president, trustees, officers, officials, agents and/or employees are hereby expressly waived and released as a condition of and as consideration for the execution of the Agreement by the Village.

## XV. EVENTS OF DEFAULT AND REMEDIES

- A. **Park District Events of Default.** The following shall be Events of Default with respect to this Agreement:

1. If any representation made by the Park District in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the Village pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if the Park District does not remedy the default, within fifteen (15) days after written notice from the Village.
2. Default by the Park District for a period of fifteen (15) days after written notice thereof in the performance or breach of any covenant contained in this Agreement concerning the existence, structure or financial condition of the Park District; provided, however, that such default or breach shall not constitute an Event of Default if such

default cannot be cured within said fifteen (15) days and the Park District, within said fifteen (15) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within sixty (60) days after such notice.

3. Default by the Park District in the performance or breach of any covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if such default cannot be cured within said fifteen (15) days and the Park District, within said fifteen (15) days initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within sixty (60) days after such notice.
4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Park District in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or State bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Park District for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.
5. The commencement by the Park District of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or State bankruptcy, insolvency or other similar law, or the consent by the Park District to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Park District or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of the Park District generally to pay such entity's debts as such debts become due or the taking of action by the Park District in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.
6. Failure to have funds to meet the Park District's obligations.
7. A sale, assignment, or transfer of the Project, except in accordance with this Agreement.
8. Change in the Park District, except in accordance with this Agreement.

9. The Park District abandons the Project on the Property. Abandonment shall be deemed to have occurred when work stops on the Property for more than thirty (30) days for any reason other than Uncontrollable Circumstances.
10. The Park District fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the Project contemplated by this Agreement and such failure continues for more than fifteen (15) days after written notice thereof from the Village; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said fifteen (15) days and the Park District, within said fifteen (15) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within sixty (60) days after such notice. The maintenance requirement of this provision shall not be covered by and shall survive any Certificate of Completion or Estoppel Certificate of any kind issued during the term of this Agreement.
11. A representation or warranty of the Park District is not true for a period of fifteen (15) days after written notice from the Village; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said fifteen (15) days and the Park District, within said fifteen (15) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within sixty (60) days after such notice.

B. **Village Events of Default.** The following shall be Events of Default with respect to this Agreement:

1. If any material representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the Park District pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if the Village does not remedy the default, within fifteen(15) days after written notice from the Park District.
2. Default by the Village in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the Village; provided, however, that such default or breach shall constitute an Event of Default if the Village does not, within fifteen (15) days after written notice from

the Park District, initiate and diligently pursue appropriate measures to remedy the default.

3. Default by the Village in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if the Village, commences cure within fifteen (15) days after written notice from the Park District and in any event cures such default within sixty (60) days after such notice, subject to Uncontrollable Circumstances.
4. Failure to have funds to meet the Village's obligations.

C. **Remedies for Default.** In the case of an Event of Default hereunder:

1. The defaulting Party shall, upon written notice from the non-defaulting Party, take immediate action to cure or remedy such Event of Default. If, in such case, any monetary Event of Default is not cured, or if in the case of a non-monetary Event of Default, except for circumstances contemplated under Section XV.A.1., action is not taken or not diligently pursued, or if action is taken and diligently pursued but such Event of Default or breach shall not be cured or remedied within the appropriate time frame, unless extended by mutual agreement, the non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.
2. In case the Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, the Park District and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Park District and the Village shall continue as though no such proceedings had been taken.
3. In the case of an Event of Default by the Park District, in addition to any other remedies at law or in equity, the Village shall be relieved of its obligations under this Agreement.

D. **Agreement to Pay Attorneys' Fees and Expenses.** In the event an Event of Default is not cured within the applicable cure periods and the Parties employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement herein

contained, the non-prevailing Party shall pay, on demand, the prevailing Party's reasonable fees of such attorneys and such other reasonable expenses in connection with such enforcement action. The Parties' duty to pay shall be subject to the Illinois Prompt Payment Act.

- E. **No Waiver by Delay or Otherwise.** Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that either Party should not be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving Party of any future Event of Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.
- F. **Rights and Remedies Cumulative.** The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Event of Default.
- G. **Third Party Litigation – Legal and Other Fees and Expenses.** In the event that any third party or parties institute any legal proceedings against the Park District and/or the Village, which relate to the terms of this Agreement, then, in that event, the Parties shall cooperate in the defense of any such lawsuit, with each Party assuming, fully and vigorously, its own defense of such lawsuit, and all costs and expenses of its own defense, of whatever nature (including attorney's fees)..

## **XVI. EQUAL EMPLOYMENT OPPORTUNITY**

- A. **No Discrimination.** The Park District shall comply with all federal, State and local laws relating to equal employment opportunity. To the extent permitted by law, the Park District shall use reasonable efforts to employ qualified residents of the Village.
- B. **Advertisements.** The Park District shall, in all solicitations or advertisements for employees placed by or on behalf of the Park District, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. **Contractors.** Any contracts made by the Park District with any general contractor, agent, employee, independent contractor or any other Person in connection with the Project shall contain language similar to that recited in subsections A. and B. above.

## XVII. MISCELLANEOUS PROVISIONS

A. **TIF Provisions.** A delineation of the TIF Eligible Redevelopment Costs for the Project is set forth in EXHIBIT E attached hereto, and the Village shall not reimburse the Park District for any costs of the Project not listed on said EXHIBIT E.

B. **Cancellation.** In the event the Park District or the Village shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the TIF Plan, including the Park District's duty to build and operate the Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the Village in connection with the Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Project or the covenants and agreements or rights and privileges of the Park District or the Village, then and in any such event, the Party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other Party within sixty (60) days after such final decision or amendment. If the Village terminates this Agreement pursuant to this subsection B., to the extent it is then appropriate, the Village, at its option, may also terminate its duties, obligation and liability under all or any related documents and agreements provided. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to the Park District for any work permitted and under construction, to the extent permitted by said court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.

C. **Notices.** All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) electronic communications, whether by telex, telegram or telecopy, (3) overnight courier, or (4) registered or certified first class mail, postage prepaid, return receipt requested.

If to Village:      Village Manager  
Village of Bensenville  
12 South Center Street  
Bensenville, Illinois 60106

With copies to: Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, Illinois 60606-2903  
Attention: Thomas P. Bayer

If to Park District: Executive Director  
Bensenville Park District  
1000 West Wood Avenue  
Bensenville, Illinois 60106

With a copy to: Bond, Dickson & Associates, P.C.  
400 S. Knoll Street, Unit C

Wheaton, Illinois 60187 \_\_\_\_\_  
Attn. Mary E. Dickson \_\_\_\_\_

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 (1) or (2) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (3) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (4) shall be deemed received forty-eight (48) hours following deposit in the mail.

- D. **Time is of the Essence.** Time is of the essence of this Agreement.
- E. **Integration.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.
- F. **Counterparts.** This Agreement may be executed in two (2) counterparts, each of which shall be an original and each of which shall constitute but one and the same Agreement.

G. **Recordation of Agreement.** The Parties agree to record this Agreement with the DuPage County Recorder's Office. The Park District shall pay the recording charges.

H. **Severability.** If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

I. **Choice of Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and any court proceedings between the Parties hereto shall be brought in DuPage County, Illinois.

J. **Entire Contract and Amendments.** This Agreement (together with the exhibits attached hereto) is the entire contract between the Village and the Park District relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Village and the Park District, and may not be modified or amended except by a written instrument executed by the Parties hereto.

K. **Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other Person other than the Village and the Park District, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties to the Village or the Park District, nor shall any provision give any third parties any rights of subrogation or action over or against the Village or the Park District. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

L. **Waiver.** Either Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

M. **Cooperation and Further Assurances.** The Village and the Park District each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the

better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or the Park District or other appropriate Persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

- N. **No Joint Venture, Agency or Partnership Created.** Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third party to create the relationship of a partnership, agency or joint venture between or among such Parties.
- O. **No Personal Liability of Officials of the Village, the Park District or the Park District.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any elected official, officer, director, agent, employee or attorney of the Village or the Park District, in his or her individual capacity, and no elected official, officer, director, agent, employee or attorney of the Village or the Park District shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.
- P. **Repealer.** To the extent that any ordinance, resolution, rule, order or provision of the Village's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.
- Q. **Term.** This Agreement shall remain in full force and effect until the termination of the Redevelopment Project Area.
- R. **Estoppel Certificates.** Each of the Parties hereto agrees to provide the other, upon not less than fifteen (15) days prior request, a certificate ("Estoppel Certificate") certifying that this Agreement is in full force and effect (unless such is not the case, in which case such Party shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, it shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to that specific request only.
- S. **Assignment.** This Agreement, and the rights and obligations hereunder, may not be assigned by the Park District unless the Village, in the exercise of its sole and absolute discretion, consents in writing to such assignment.

T. **Municipal Limitations.** All Village commitments hereunder are limited to the extent required by law.

### **XVIII. EFFECTIVE DATE**

The Effective Date for this Agreement shall be the day on which this Agreement is approved by the Village, with said date appearing on page 1 hereof.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

**Village of Bensenville,**  
an Illinois non-home rule municipal corporation

**ATTEST:**

By: \_\_\_\_\_  
Village President

By: \_\_\_\_\_  
Village Clerk

**Bensenville Park District,**  
an Illinois park district

**ATTEST:**

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

## ACKNOWLEDGMENT

State of Illinois      )  
                          ) SS  
County of DuPage    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the Village President and Village Clerk of the Village of Bensenville, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of Trustees of said Illinois non-home rule municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois non-home rule municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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Notary Public

State of Illinois      )  
                          ) SS  
County of DuPage    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the Bensenville Park District, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said Park District to be affixed thereto, pursuant to authority given by the Board of Commissioners of said Park District, as their free and voluntary act, and as the free and voluntary act and deed of said Park District, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

---

Notary Public

**EXHIBIT A-1**

**Bensenville North Industrial District TIF District**

All that area bounded by the following-described line, including all streets and rights-of-way located therein:

**Legal Description:**

THAT PART OF SECTIONS 2, 3, 11, 13, 14, 15, 22 AND 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTIONS 2 AND 11 TO THE NORTHWEST CORNER OF SAID SECTION 13; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF YORK ROAD (A.K.A. COUNTY HIGHWAY 8); THENCE SOUTHERLY ALONG SAID EAST ROAD TO A POINT ON THE EASTERLY EXTENSION OF THE RIGHT-OF-WAY LINE TO A POINT ON THE SOUTH LINE OF LOT 30 IN BLOCK 1 OF HOMESTEAD SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SAID SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1925 AS DOCUMENT NO. 195710; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION, SAID SOUTH LINE AND WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF A 20 FOOT ALLEY; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO THE SOUTH RIGHT-OF-WAY LINE OF A 20 FOOT PUBLIC ALLEY; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE AND WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST LINE OF BLOCK 3 IN SAID HOMESTEAD SUBDIVISION; THENCE SOUTHERLY ALONG SAID WEST LINE TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ROOSEVELT AVENUE; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CENTER STREET; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT 16 IN BLOCK 1 OF TIoga SUBDIVISION, BEING A SUBDIVISION IN THE EAST HALF OF SAID SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 1873 AS DOCUMENT NO. 17017; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 16 TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF A 20 FOOT ALLEY; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 4 IN SAID BLOCK 1; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION, SAID NORTH LINE AND EASTERLY EXTENSION THEREOF TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF YORK ROAD; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GREEN STREET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF GREEN

STREET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE GREENWOOD CONDOMINIUM PLAT, BEING IN THE SOUTHEAST QUARTER OF SAID SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 1975 AS DOCUMENT NO. R75-40315; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND EAST LINE TO THE NORTHEAST CORNER OF SAID GREENWOOD CONDOMINIUM PLAT; THENCE WESTERLY ALONG THE NORTH LINE OF SAID GREENWOOD CONDOMINIUM PLAT TO THE EAST RIGHT-OF-WAY LINE OF CENTER STREET; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF GREEN STREET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO THE NORTHEAST CORNER OF THE CENTER STREET P.U.D. SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 30, 2005 AS DOCUMENT NO. R2005-0639; THENCE WESTERLY ALONG THE NORTH LINE OF SAID CENTER STREET P.U.D. SUBDIVISION TO THE NORTHWEST CORNER OF SAID CENTER STREET P.U.D. SUBDIVISION; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID CENTER STREET P.U.D. SUBDIVISION TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE 20 FOOT ALLEY; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF A 16 FOOT ALLEY; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 3 IN BROADVIEW ADDITION TO BENSENVILLE SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1922 AS DOCUMENT NO. 153293; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 3 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ADDISON STREET; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 35 IN SAID BROADVIEW ADDITION TO BENSENVILLE SUBDIVISION; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 35 AND WESTERLY EXTENSION THEREOF TO THE SOUTHEAST CORNER OF LOT 3 IN FRASE'S GREEN STREET ADDITION TO BENSENVILLE, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED JULY 11, 1919 AS DOCUMENT NO. 137353; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 3 TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 3 AND THE WESTERLY EXTENSION THEREOF TO THE WEST RIGHT-OF-WAY LINE OF MASON STREET; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 3 IN ALVINA MESS'S SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 14, 1921 AS DOCUMENT NO. 148946; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 3 TO THE SOUTHEAST CORNER OF LOT 1 IN WILLIAM NEUMANN'S ADDITION TO BENSENVILLE, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED

JANUARY 18, 1922 AS DOCUMENT NO. 153332; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID WILLIAM NEUMANN'S ADDITION TO BENSENVILLE TO THE SOUTHWEST CORNER OF SAID WILLIAM NEUMANN'S ADDITION TO BENSENVILLE, SAID SOUTHWEST CORNER BEING A POINT ON THE NORTH LINE OF BRETTMAN BROTHER'S ADDITION TO BENSENVILLE, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 23, 1922 AS DOCUMENT NO. 153406; THENCE CONTINUING WESTERLY ALONG SAID NORTH LINE TO THE SOUTHEAST CORNER OF LOT 1 IN LOUIS HANSEN'S ASSESSMENT PLAT, BEING AN ASSESSMENT DIVISION IN SAID SOUTHEAST QUARTER OF SECTION OF 14, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 28, 1956 AS DOCUMENT NO. 805933, AND CORRECTED BY A CERTIFICATE OF AMENDMENT RECORDED AUGUST 9, 1956 AS DOCUMENT NO. 811281; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 1 TO A POINT ON THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF GREEN STREET ADDITION TO BENSENVILLE SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 18, 1965 AS DOCUMENT NO. R65-1716; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION AND NORTHERLY LINE TO A POINT ON THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF JOHN KOEBBEMAN'S ADDITION TO BENSENVILLE, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 24, 1921 AS DOCUMENT NO. 150375; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION TO THE SOUTHEAST CORNER OF SAID JOHN KOEBBEMAN'S ADDITION TO BENSENVILLE; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID JOHN KOEBBEMAN'S ADDITION TO BENSENVILLE TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CHURCH STREET (A.K.A. CHURCH ROAD); THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO THE NORTHEAST CORNER OF LOT 19 IN DAVID J. SLOAN'S PLENTYWOOD GLEN SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SAID SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 28, 1979 AS DOCUMENT NO. R79-87917; THENCE WESTERLY, NORTHERLY, WESTERLY, SOUTHERLY AND NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID DAVID J. SLOAN'S PLENTYWOOD GLEN TO THE NORTHWEST CORNER OF SAID DAVID J. SLOAN'S PLENTYWOOD GLEN; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID DAVID J. SLOAN'S PLENTYWOOD GLEN AND SOUTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH LINE OF VOLK BROTHER'S BREWOOD, BEING A SUBDIVISION IN SAID SOUTHWEST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1927 AS DOCUMENT NO. 235105; THENCE WESTERLY ALONG SAID NORTH LINE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF HENDERSON STREET; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF GROVE AVENUE; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 12 OF SAID VOLK BROTHER'S BREWOOD SUBDIVISION; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1 TO

A POINT ON THE NORTHERLY LINE OF LOT 2 IN SAID BLOCK 12; THENCE  
WESTERLY ALONG SAID NORTHERLY LINE AND NORTHERLY LINE OF LOT 13 IN  
SAID BLOCK 12 AND WESTERLY EXTENSION THEREOF TO THE NORTHEAST  
CORNER OF LOT 1 IN BLOCK 13 OF SAID VOLK BROTHER'S BRETTWOOD  
SUBDIVISION; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT  
1 TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTHERLY ALONG  
THE WEST LINE OF SAID LOT 1 AND THE EAST LINE OF LOTS 11 THRU 7  
INCLUSIVE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WOOD  
AVENUE; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE  
TO A POINT ON THE NORTHERLY EXTENSION OF AN EAST LINE OF PARCEL "A"  
IN BENSENVILLE LIBRARY LEARNING CENTER ASSESSMENT PLAT, BEING AN  
ASSESSMENT DIVISION IN SAID SOUTHWEST QUARTER OF SECTION 14,  
ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 1998 AS  
DOCUMENT NO. R98-266018 (SAID EAST LINE IS PLATTED AT A DISTANCE OF  
137.05 FEET); THENCE SOUTHERLY ALONG SAID PARCEL "A" (SAID NORTH  
EAST LINE TO A POINT ON A NORTH LINE OF SAID PARCEL "A" (SAID NORTH  
EAST LINE IS PLATTED AT A DISTANCE OF 182.60 FEET); THENCE EASTERLY ALONG  
SAID NORTH LINE AND EASTERN EXTENSION THEREOF TO A POINT ON THE  
EASTERLY RIGHT-OF-WAY LINE OF CHURCH STREET (A.K.A. CHURCH ROAD);  
THENCE SOUTHWESTERLY ALONG SAID EASTERN RIGHT-OF-WAY LINE TO A  
POINT ON THE EASTERN EXTENSION OF THE NORTH LINE OF BREITER  
ESTATES, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION  
14 AND THE NORTHWEST QUARTER OF SAID SECTION 23, ACCORDING TO THE  
PLAT THEREOF RECORDED JUNE 25, 1998 AS DOCUMENT NO. R98-125187;  
THENCE WESTERLY ALONG SAID EASTERN EXTENSION AND NORTH LINE TO  
THE NORTHEAST CORNER OF DAVID J. SLOAN'S ADDITION TO BENSENVILLE,  
BEING A SUBDIVISION IN SAID SOUTHWEST QUARTER OF SECTION 14 AND  
SAID NORTHWEST QUARTER OF SECTION 23, ACCORDING TO THE PLAT  
THEREOF RECORDED DECEMBER 22, 1978 AS DOCUMENT NO. R78-123315;  
THENCE WESTERLY ALONG THE NORTH LINE OF SAID DAVID J. SLOAN'S  
ADDITION TO BENSENVILLE TO THE NORTHWEST CORNER OF LOT 11 IN SAID  
DAVID J. SLOAN'S ADDITION TO BENSENVILLE; THENCE SOUTHERLY ALONG  
THE WEST LINE OF SAID LOT 11 TO A POINT ON THE NORTH RIGHT-OF-WAY  
LINE OF DONNA LANE; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY  
LINE TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY  
LINE OF RIDGEWOOD AVENUE; THENCE SOUTHERLY ALONG SAID  
NORTHERLY EXTENSION AND EAST RIGHT-OF-WAY LINE TO A POINT ON THE  
NORTH LINE OF VOLK BROTHERS SECOND ADDITION TO EDGEWOOD, BEING A  
SUBDIVISION IN SAID NORTHWEST QUARTER OF SECTION 23 AND THE  
NORTHEAST QUARTER OF SAID SECTION 22, ACCORDING TO THE PLAT  
THEREOF RECORDED MAY 7, 1926 AS DOCUMENT NO. 219086; THENCE  
WESTERLY ALONG SAID NORTH LINE AND WESTERLY EXTENSION THEREOF  
TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 83 (A.K.A.  
ROBERT KINGERY HIGHWAY); THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY  
LINE TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER  
OF SECTION 22; THENCE EASTERLY ALONG SAID NORTH LINE TO THE

SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTHERLY ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14 TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1 IN ST. BEDE'S EPISCOPAL CHURCH ASSESSMENT PLAT, BEING AN ASSESSMENT DIVISION IN SAID SOUTHWEST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 30, 1964 AS DOCUMENT NO. R64-40991; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND SOUTH LINE TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 14; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID ILLINOIS ROUTE 83(A.K.A. ROBERT KINGERY HIGHWAY); THENCE NORTHERLY, WESTERLY AND NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SOO LINE RAILROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 15; THENCE NORTHERLY ALONG SAID EAST LINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SOO LINE RAILROAD; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF PINE LANE; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF IRVING PARK BOULEVARD (A.K.A. ILLINOIS ROUTE 19); THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF BEN DALE RESUBDIVISION, BEING A SUBDIVISION IN SAID NORTHEAST QUARTER OF SECTION 15; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND WEST LINE TO THE NORTHWEST CORNER OF SAID BEN DALE RESUBDIVISION; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID BEN DALE RESUBDIVISION TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF MEDINAH STREET; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND SOUTH RIGHT-OF-WAY LINE TO A POINT ON THE WEST LINE OF THE 20 FOOT NORTH-SOUTH ALLEY (NOW VACATED) IN BLOCK 40 OF THE FIRST ADDITION TO PERCY WILSON'S IRVING PARK MANOR, BEING A SUBDIVISION THE SOUTH HALF OF SAID SECTIONS 10 AND 11 AND IN THE NORTH HALF OF SAID SECTIONS 14 AND 15, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1926 AS DOCUMENT NO. 213044; THENCE SOUTHERLY ALONG SAID WEST LINE TO A POINT ON THE CENTER LINE OF THE 20 FOOT EAST-WEST ALLEY (NOW VACATED) IN SAID BLOCK 40; THENCE EASTERLY ALONG SAID CENTER LINE AND EASTERLY EXTENSION THEREOF TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SPRUCE AVENUE; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID IRVING PARK BOULEVARD; THENCE

EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE NORTHERLY EXTENSION OF A WEST LINE OF LOT 3 IN LAMARCA DEVELOPMENT P.U.D., BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 23, 2006 AS DOCUMENT NO. R2006-33168, SAID WEST LINE BEING 100 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 3; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND WEST LINE TO A POINT ON A NORTH LINE OF SAID LOT 3, SAID NORTH LINE BEING 154 FEET NORTH OF AND PARALLEL WITH SOUTH LINE OF SAID LOT 3; THENCE WESTERLY ALONG SAID NORTH LINE TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE EASTERLY ALONG SAID SOUTH LINE OF LOT 3 TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTHERLY ALONG SAID EAST LINE OF LOT 3 AND NORTHERLY EXTENSION THEREOF TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF IRVING PARK BOULEVARD; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE NORTHERLY EXTENSION OF THE EASTERN RIGHT-OF-WAY LINE OF PARKSIDE LANE; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND EASTERN RIGHT-OF-WAY LINE TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID PARKSIDE LANE; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE AND WESTERLY EXTENSION THEREOF TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID PARKSIDE LANE; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE SOUTH LINE OF LOT 1 IN BLOCK 1 OF SNOWBERG CONSTRUCTION COMPANY'S SUBDIVISION, BEING A SUBDIVISION IN SAID NORTHWEST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 18, 1960 AS DOCUMENT NO. 956169; THENCE WESTERLY ALONG SAID SOUTH LINE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF EASTVIEW AVENUE; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF LOT 11 IN BLOCK 3 OF SAID SNOWBERG CONSTRUCTION COMPANY'S SUBDIVISION; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 11 TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF THE SOO LINE RAILROAD; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE SOUTHERLY ALONG SAID WEST LINE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SOO LINE RAILROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 1 IN GEORGE M. GROVE'S GREEN AVENUE GARDENS, BEING A SUBDIVISION IN THE EAST HALF OF SAID SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1950 AS DOCUMENT NO. 604907; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 1 TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF A 20 FOOT ALLEY; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND EASTERN EXTENSION THEREOF TO A

POINT ON THE EAST RIGHT-OF-WAY LINE OF GRANT STREET; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID GREEN STREET; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ADDISON STREET; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF LOT 1 IN BLOCK 4 OF SAID TIoga SUBDIVISION; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF THE SOO LINE RAILROAD; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 14; THENCE EASTERLY ALONG SAID SOUTH LINE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF ASHBY WAY; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND EAST RIGHT-OF-WAY LINE AND NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID ROOSEVELT AVENUE; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MASON STREET; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF LOT 3 IN TOWN MANOR RESUBDIVISION, BEING A SUBDIVISION IN SAID NORTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24, 1956 AS DOCUMENT NO. 787350; THENCE WESTERLY ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 3 TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID MASON STREET; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 6 IN THE SUBDIVISION OF LOT 17 IN GEORGE E. FRANZEN'S SUBDIVISION, BEING A SUBDIVISION IN SAID NORTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 7, 1923 AS DOCUMENT NO. 169324; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 6 TO THE SOUTHWEST CORNER OF LOT 5 IN SAID SUBDIVISION OF LOT 17 IN GEORGE E. FRANZEN'S SUBDIVISION; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 5 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE 22 FOOT EAST-WEST ALLEY IN HERITAGE SQUARE SUBDIVISION, BEING A SUBDIVISION IN SAID NORTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 2000 AS DOCUMENT NO. R2000-139670; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF A 20 FOOT NORTH-SOUTH ALLEY; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE SOUTH LINE OF OUTLOT 2 IN SAID HERITAGE SQUARE SUBDIVISION; THENCE WESTERLY ALONG SAID SOUTH LINE TO A POINT ON THE EAST LINE OF LOT 2 IN BENSENVILLE PARK DISTRICT VETERANS PARK ASSESSMENT PLAT, BEING AN ASSESSMENT DIVISION IN SAID NORTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 3, 2003 AS

DOCUMENT NO. R2003-457953; THENCE SOUTHERLY ALONG SAID EAST LINE TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF TRACT 3 AS SHOWN ON A PLAT OF SURVEY, IN SAID NORTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1963 AS DOCUMENT NO. R63-12120; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION AND NORTH LINE TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID CHURCH STREET (A.K.A. CHURCH ROAD); THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF IRVING PARK BOULEVARD; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF WALNUT STREET; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LOTS 8 THRU 11 INCLUSIVE IN IRVING HI-LANDS, BEING A SUBDIVISION IN SAID NORTHEAST QUARTER OF SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 15, 1947 AS DOCUMENT NO. 519121; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND NORTH LINE TO A POINT ON THE EAST LINE OF SAID IRVING HI-LANDS SUBDIVISION; THENCE NORTHERLY ALONG SAID EAST LINE AND NORTHERLY EXTENSION THEREOF TO THE NORTHEAST CORNER OF LOT 29 IN O'HARE METROPOLITAN INDUSTRIAL DISTRICT-UNIT 3, BEING A SUBDIVISION IN SAID NORTHEAST QUARTER OF SECTION 14 AND THE SOUTH HALF OF SAID SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1972 AS DOCUMENT NO. R72-60677; THENCE WESTERLY ALONG THE NORTHERLY LINES OF LOT 29 THRU LOT 1, INCLUSIVE IN SAID O'HARE METROPOLITAN INDUSTRIAL DISTRICT-UNIT 3, TO THE NORTHEAST CORNER OF PERCY WILSON'S IRVING PARK MANOR, BEING A SUBDIVISION IN SAID NORTHWEST QUARTER OF SECTION 14 AND SOUTHEAST QUARTER OF SAID SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 23, 1926 AS DOCUMENT NO. 212105; THENCE WESTERLY ALONG THE NORTH LINE OF SAID PERCY WILSON'S IRVING PARK MANOR SUBDIVISION TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 8 IN BLOCK 5 IN SAID PERCY WILSON'S IRVING PARK MANOR; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION, EAST LINE AND SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HILLSIDE DRIVE; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 1 IN BLOCK 6 OF SAID PERCY WILSON'S IRVING PARK MANOR; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION, WEST LINE AND NORTHERLY EXTENSION THEREOF TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 10 IN O'HARE METROPOLITAN INDUSTRIAL DISTRICT UNIT 2, BEING A SUBDIVISION IN SAID SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14, 1971 AS DOCUMENT NO. R71-46718; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTHERLY ALONG THE WEST LINE OF LOTS 10, 9 AND 8 IN SAID O'HARE METROPOLITAN INDUSTRIAL DISTRICT-UNIT 2 TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE WESTERLY ALONG THE SOUTH LINE OF LOTS 7 AND 6 IN SAID O'HARE METROPOLITAN

INDUSTRIAL DISTRICT UNIT-2 AND THE WESTERLY EXTENSION THEREOF TO THE SOUTHWEST CORNER OF LOT 21 IN O'HARE METROPOLITAN INDUSTRIAL DISTRICT-UNIT 4, BEING A RESUBDIVISION IN SAID SECTION 11, ACCORDING TO THE PLAT THEREOF AS RECORDED ON OCTOBER 4, 1972 AS DOCUMENT NO. R72-60678; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 21 TO A POINT ON A LINE 455 FEET SOUTH OF AND PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF FOSTER AVENUE; THENCE EASTERLY ALONG SAID PARALLEL LINE TO THE WEST RIGHT-OF-WAY LINE OF COUNTRY CLUB DRIVE; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF FOSTER AVENUE; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS ROUTE 83 (A.K.A. ROBERT KINGERY HIGHWAY); THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF O'HARE WEST INDUSTRIAL PLAZA, BEING A SUBDIVISION IN THE SOUTH HALF OF SAID SECTION 2 AND THE NORTH HALF OF SAID SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1970 AS DOCUMENT NO. R70-24289; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND NORTH LINE TO THE NORTHEAST CORNER OF LOT 3 IN SAID O'HARE WEST INDUSTRIAL PLAZA SUBDIVISION; THENCE NORTHERLY ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 3 TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THORNDALE AVENUE; THENCE NORTHERLY ALONG A STRAIGHT LINE TO THE SOUTHWEST CORNER OF LOT 1 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE UNIT NO. 2, BEING A SUBDIVISION IN THE SOUTH HALF OF SAID SECTION 2, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT NO. R77-102030; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 AND THE NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, SAID POINT BEING THE SOUTHWEST CORNER OF DEVON FIVE ACRE FARMS, BEING A SUBDIVISION IN SAID SECTION 2, AS RECORDED JUNE 10, 1947 AS DOCUMENT NO. 522698; THENCE NORTHERLY ALONG SAID WEST LINE OF SAID DEVON FIVE ACRE FARMS TO THE NORTHWEST CORNER OF LOT 6 IN SAID DEVON FIVE ACRE FARMS; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 6 TO A POINT ON THE WEST LINE OF O'HARE LOGISTICS CENTER SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 2, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 26, 2007 AS DOCUMENT NO. R2007-177817; THENCE NORTHERLY ALONG SAID WEST LINE, AND ITS NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH LINE OF SAID SECTION 2; THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 2 EXTENDED NORTHERLY; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND SAID EAST LINE TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2 TO THE POINT OF BEGINNING.

**PINs:** 03-02-102-015, -018, -025, -030, -031, -032, -033, -035, -036, -037, -038 and -039; 03-02-103-010, -011, -013 and -014; 03-02-104-003, -006, -007, -008, -009, -010, -011, -012 and -013; 03-02-105-001 and -002; 03-02-200-006, -008, -021, -022, -023, -024 and -030; 03-02-206-003, -007, -009, -010, -011, -012, -013 and -014; 03-02-207-001, -002, -003, -004, -007, -010, -011, -012, -013, -014, -015, -016, -017 and -018; 03-02-300-021 and -022; 03-02-301-003, -004, -007, -010, -011, -012, -013 and -015; 03-02-302-005 and -006; 03-02-303-008, -010, -011, -012 and -013; 03-02-304-001, -002, -010, -011, -012 and -013; 03-02-305-001; 03-02-400-001, -010, -029, -036, -037, -038, -040, -041 and -042; 03-02-401-002, -005 and -006; 03-02-402-001, -002, -009, -010, -011, -012, -013 and -014; 03-02-403-001; 03-02-404-001, -002, -003 and -005; 03-11-100-007, -008, -010, -011, -012, -014, -015, -016, -022, -023, -024, -025 and -026; 03-11-101-009, -011, -012, -014, -015, -017, -018, -019, -020, -021 and -022; 03-11-102-008, -009, -011, -016, -018, -019, -020, -021, -022, -024, -025, -026, -027, -029, -030, -032, -033, -034, -035, -037, -039, -043, -044, -045, -046, -048, -050, -051, -052, -054, -058, -059, -060, -061, -062, -063, -064, -065, -066 and -067; 03-11-103-006, -007, -009, -011, -012 and -013; 03-11-104-007, -008, -010, -011, -012, -014, -015, -016, -018, -019 and -020; 03-11-105-009, -010, -011, -014, -017, -018, -019, -020, -021, -024, -025 and -026; 03-11-200-002, -006, -007, -008, -009, -014, -020, -022, -023, -024, -028, -029, -031, -033, -034, -036, -037, -038, -039, -040, -041, -042, -043, -044, -046 and -047; 03-11-201-003; 03-11-202-003, -004, -007, -011, -012, -013, -014, -018, -025, -026, -027, -032, -033, -034, -035, -036, -038, -039, -043, -044, -045, -046, -047, -048 and -049; 03-11-308-035 and -040; 03-11-309-021, -022, -023 and -024; 03-11-311-022; 03-11-312-005, -006, -008, -009, -034, -035, -041, -042, -043, -045, -046 and -047; 03-11-314-001, -006, -007, -008, -009, -010 and -011; 03-11-315-001 and -002; 03-11-316-001, -004, -005, -006, -009, -015, -016, -018, -019, -020, -023, -025, -028, -029, -030, -031, -032, -033 and -034; 03-11-317-001, -002, -003 and -004; 03-11-400-005, -006, -007, -008, -009, -015, -016, -017, -019, -021, -022, -023 and -024; 03-11-401-001, -002, -003, -004, -005, -009, -011, -013, -014, -016, -017, -018, -020, -022, -023, -024, -025, -026, -027, -028, -029, -030, -031, -032, -033 and -034; 03-11-402-001, -002, -003, -004, -005, -006, -007, -008, -009, -010, -011, -015, -018, -019, -020, -021, -022, -024, -027, -028, -029, -030 and -031; 03-11-403-002, -003, -004, -005, -006, -007, -009, -010, -011, -012, -013, -016, -018, -020, -022, -024, -027, -028, -029, -030 and -031; 03-14-117-004, -005, -006, -007, -008, -009, -010, -011, -012, -013, -014, -015, -016, -017, -018, -019, -020, -022, -024, -025, -026, -027, -028 and -029; 03-14-118-001, -004 and -017; 03-14-120-012, -013, -014, -015 and -016; 03-14-121-001 and -002; 03-14-122-001, -002, -003, -004, -005, -006, -007, -008, -009, -010, -011, -012, -013, -014, -015 and -016; 03-14-123-001, -002, -003, -004, -005, -006, -007, -008 and -009; 03-14-124-001, -002, -003, -004, -005, -006, -007, -008, -009, -010, -011, -012, -013, -014, -015, -016, -017, -018, -019, -020, -021, -022, -023, -024, -025, -026, -027, -028, -029, -030, -031, -032, -033, -034, -035, -036, -037, -038, -039, -040, -041, -042, -043, -044, -045, -046, -047, -048, -049, -050, -051, -052, -053, -054, -055, -056, -057, -058, -059, -060, -061, -062, -063, -064, -065, -066, -067, -068, -069, -070, -071, -072, -073, -074, -075, -076,

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Commonly known as that area generally bounded by Devon Avenue on the North; York Road on the East; Green Street, Fenton High School, Deer Grove Leisure Center and Varble Park on the South; and IL-83 and Pine Lane on the West.

**EXHIBIT A-2**

**Bensenville North Industrial District TIF District**

**Map**

(see attached)

# Proposed Bensenville North Industrial District TIF District

## Legend

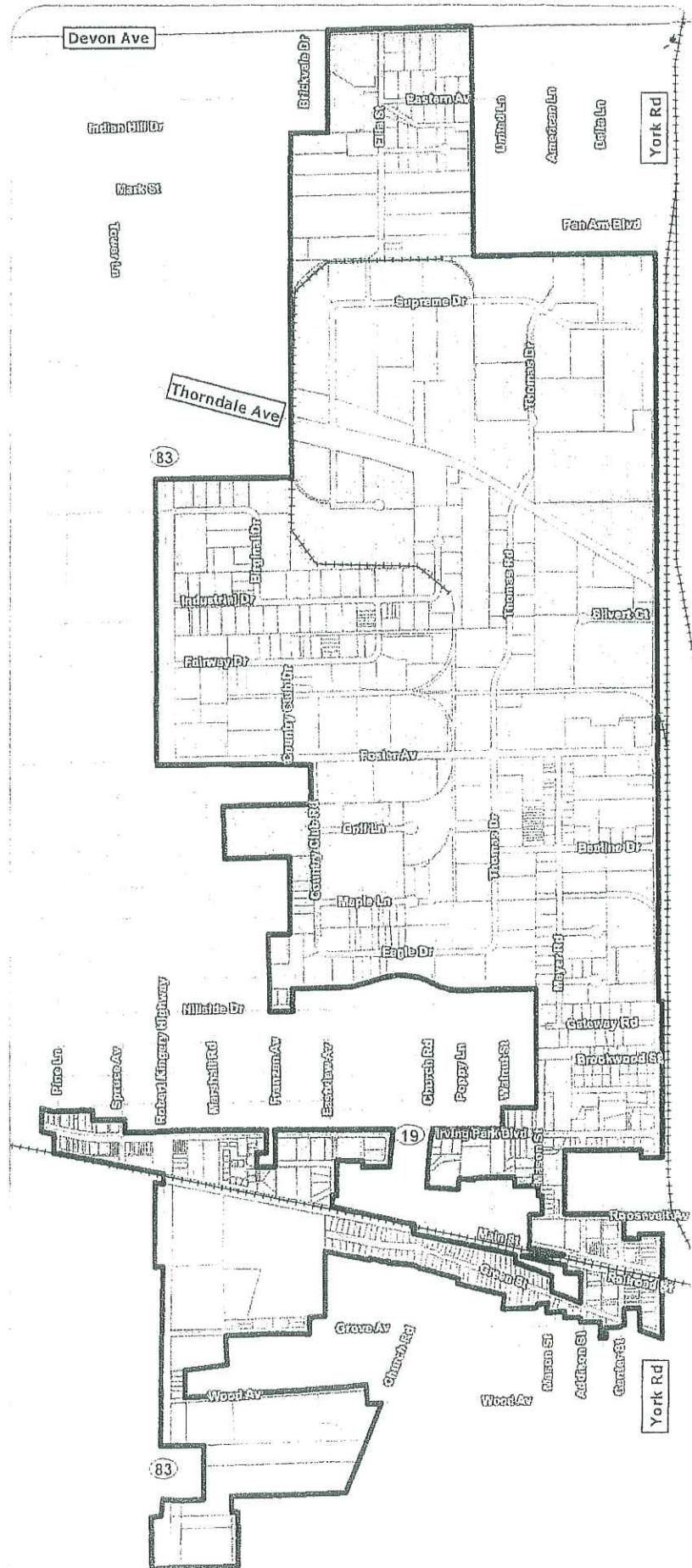


## RPA Boundary

0 0.25 0.5  
 Mile



September 2010



**EXHIBIT B**

**Legal Description of the “Property”**

P.I.N.:

Common Address:

## Legal Descriptions for Varble Park

03-14-317-001:

That part of the South West quarter of Section 14, Township 40 North, Range 11, East of the Third Principal Meridian, described as follows: commencing at a point in the West line of said quarter section, 11.16 chains North a quarter degree West from the South West corner of said quarter section, thence North a quarter degree West 7.33 chains, thence North 86½ degrees East 3.8 chains, thence South 7.51 chains, thence South 87½ degrees West 3.87 chains to the place of beginning, in Du Page County, Illinois.

03-14-317-002:

Lot 6 of the Southwest quarter of Section 14, Township 40 North, Range 11, East of the Third Principal Meridian, described as follows: A part of the Southwest Quarter of Section 14, Township 40 North, Range 11, East of the Third Principal Meridian, commencing at the Southwest corner of said Section 14 and running North on Section line 18.54 chains; thence North 86½ degrees East, 3.80 chains for a place of beginning; thence North 86½ degrees East 7.87 chains to post in North line of land owned by John H. Francis; thence South along said "Francis" land 7.74 chains (to post in Southeast corner of same, it being also in the North line of land owned by D. Leseman); thence South 88½ degrees West along said Leseman's land 7.87 chains (to post in Southeast corner of land owned by Gerd Henry "Francis"); thence North along said land 7.50 chains to the place of beginning, in DuPage County, Illinois.

03-14-317-012

That part of the Southwest quarter of Section 14, Township 40 North, Range 11, East of the Third Principal Meridian in DuPage County, Illinois, more fully described as follows:

Commencing at the Southeast corner of the Southwest quarter of Section 14, Township 40 North, Range 11, East of the Third Principal Meridian; thence South 88 degrees – 45 minutes West 11.30 chains to the center of road; thence North 21 degrees East 12.07 chains along the center of the road for a place of beginning; thence South 88 degrees – 30 minutes West 21.76 chains; thence North 7.74 chains; thence North 86 degrees – 30 minutes East 21.50 chains; thence South 1 degree – 15 minutes East 2.31 chains; thence North 89 degrees – 30 minutes East to center of road, which is 192.7 feet; thence South 21 degrees West along center of road 430 feet to the place of beginning, containing 18½ acres more or less, situated in the Township of Addison in the County of DuPage, in the State of Illinois.

Common Addresses of:

1000 W Wood Street, *and*

1100 W Wood Street

Bensenville, Illinois

**EXHIBIT C**

**Site Plan for the Project**

(attached)

**Attachment A-5 SITE DESCRIPTION / Site Photos**  
Bensenville Park District  
Varble Park Splash Pad

The Project is located just east of Route 83 on Wood Street. The Splash Pad location is directly adjacent to the Deer Park Leisure Center / Gymnasium and Water Park. Accessible indoor restrooms and showers exist, as well as adequate parking. Varble Park is located near the geographic center of the Bensenville Park District. Although relatively flat, it contains a sled hill, and abuts a large natural area with old growth trees and a restored woodland environment. The overall site is 18 acres. Access is good from Church Street, a major north – south local street and from Route 83, the major arterial highway through Bensenville. Full utilities are available.



# VARBLE PARK SPRAY PAD CONCEPTUAL SITE PLAN



ENTRY ARCH & LANDSCAPE

REFURBISH ENTRY  
BUILDING  
(NOT IN GRANT)

BEANBAG AREA

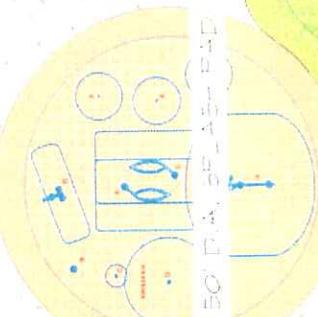
PUMP BUILDING

PICNIC AREA

CONCRETE  
DECKING

Existing Parking

Existing Deck



NEW SIDEWALK  
& FENCE

2' - 0" - 0" - 0"

TURF AREA AND  
BERM

Existing Parking

NEW LANDSCAPE BUFFER

DIVIDER FENCE



**EXHIBIT D**

**Detailed Description of the Project**

(attached)

## Detailed Description of the Project

The Varble Park Water Park Splash Pad Project will incorporate the following:

1. Demolition of 20-year old miniature golf course that has reached the end of its usable life.
2. Construction of new water Splash Pad. The Pad will be designed for all ages, incorporating various levels of jets, sprays and bubblers.
3. Construct two (2) 20' square picnic shelters for community recreation use.
4. Two (2) permanent bean bag games will be installed to provide additional opportunity for social interaction.
5. A new sidewalk will permit safe passage of pedestrians to the entrance from the east parking areas and the adjacent Deer Grove Leisure Center.
6. Landscaping and a new entry feature will complement the area, becoming a focal point of Varble Park.
7. Refurbishment of entry building and interior washrooms; relocation of water main to access Kiwanis Shelter.

**EXHIBIT E**

**The TIF Eligible Redevelopment Costs  
Relative to the Project that are  
Subject to Reimbursement Under the Agreement**

(attached)

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST  
 SPRAY PARK FEASIBILITY STUDY  
 REDUCED CONCEPT 10-Jun-10

DOC-4 DEVELOPMENT DATA  
 Bensenville Park District  
 VARBLE PARK SPLASH PAD

Description	Unit	Qty.	Unit Price	Total Price
<b><u>DEMOLITION</u></b>				
1.0 Excavation / Demo of existing GOLF COURSE, SITE	Lump Sum	1		25000.00
2.0 Remove Plant material	Allow			2500.00
3.0 Terminate Electrical runs	Allow			2500.00
4.0 Terminate Irrigation Runs / Plumbing	Allow			1000.00
5.0 Remove existing fence	Allow			1000.00
<b><u>NEW CONSTRUCTION</u></b>				
1.0 Electrical system	Allow	1	8500.00	8500.00
2.0 Combination Drinking Fountain / Shower	Each	1	5000.00	5000.00
3.0 Entry Monument / Landscape	Each	1	2000.00	2000.00
4.0 Family Spray Pad - equipment and installation	Lump Sum	1	235000.00	235000.00
5.0 Equipment Building w tank - Site built	Lump Sum	1	10000.00	10000.00
6.0 Family Spray Pad - color concrete	Square Foot	2200	12.00	26400.00
7.0 Misc. concrete, inc. new sidewalk	Square Foot	4000	6.25	25000.00
8.0 Permanent Bean Bag games	Allow	2	2500.00	5000.00
9.0 New protective fencing - decorative iron	Lin. Ft.	200	75.00	15000.00
10.0 Benches, Trash Cans, Picnic Tables	Allow	1	12000.00	12000.00
12.0 20' Square Picnic Shelter(s)	Allow	2	30000.00	60000.00
13.0 Import topsoil	Allow	1	1000.00	1000.00
14.0 Turf renovation / Landscaping	Allow	1	5000.00	5000.00
15.0 Education signage - conservation techniques	Allow	1	1000.00	1000.00
16.0 Design Service costs	Allow	1	\$ 52,500.00	
<b>OPINION OF PROJECT COST</b>				\$ 495,400.00
<b>BENSENVILLE PARK DISTRICT CONTRIBUTION (75/25)</b>				\$ 123,850.00
<b>PROPOSED GRANT AMOUNT</b>				\$ 371,550.00
<b>BENSENVILLE PARK DISTRICT CONTRIBUTION (50/50)</b>				\$ 247,700.00
<b>PROPOSED GRANT AMOUNT</b>				\$ 247,700.00

**TYPE:** Resolution

**SUBMITTED BY:** Joe Caracci

**DATE:** 10/19/2011

**DESCRIPTION:** Resolution to approve a contract for Sanitary Sewer Rehabilitation

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

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

**COMMITTEE ACTION:** I & E (unanimously approved)

**DATE:** 10/18/2011

**BACKGROUND:**

The Village's sanitary sewer collection system has a number of known locations that are in need of rehabilitation and repair. In cooperation with the Village's wastewater contractor United Water the department of Public Works has identified sanitary sewer locations where cured in place pipe (CIPP) sewer lining rehabilitation would be beneficial. This procedure allows a new resin material to be installed and adheres to the existing pipe structure. The locations were determined based on a review of past years taped video recordings of the existing pipe conditions (location map attached).

**KEY ISSUES:**

In order to function properly the Village sanitary sewer collection system must be properly maintained and rehabilitated on a regular basis. A recent bid advertisement for Sanitary Sewer Rehabilitation was conducted resulting in bids submitted from 4 companies, bid prices are listed below:

Company:	Segment Lining:	Spot Repair Lining/Laterals:	Heavy Cleaning	Lining Combined Total:
Kenny Construction	\$135,406	\$57,800	\$3.00/LF	\$193,206
Visu-Sewer	\$138,779	\$60,505	\$3.00/LF	\$199,284
Michels Corp.	\$182,378	\$55,200	\$18.00/LF	\$237,578
Instituform	183,562.20	\$56,585	\$5.60/LF	\$240,147.20

The contract states that work must be completed before March 31, 2012. However, it is anticipated that work will begin in December of this year and will take 4 to 6 weeks to complete.

**ALTERNATIVES:** N/A

**RECOMMENDATION:**

Staff recommends the approval of a resolution for a contract with Kenny Construction Company of Northbrook, Illinois to perform Sanitary Sewer Rehabilitation Services in the Village.

**BUDGET IMPACT:**

Not to exceed \$193,206 in FY2011, Sanitary Sewer Lining is accounted for in the 2011 budget

**ACTION REQUIRED:**

Motion to approve a Resolution authorizing the Village Manager to execute a contract agreement with Kenny Construction Company of Northbrook, Illinois.

**Resolution No.**

**Authorizing a Contract to Kenny Construction Company  
of Northbrook, Illinois for Sanitary Sewer Rehabilitation**

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 Kenny Construction Company of Northbrook, Illinois to perform Sanitary Sewer Rehabilitation in the not to exceed amount of \$193,206.

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

APPROVED:

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Frank Soto  
Village President

ATTEST:

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Corey Williamsen  
Village Clerk

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

# Village of Bensenville

## Invitation to Bid with Specifications

### 2011 Sanitary Sewer Rehabilitation Project

Office of the  
Director of Public Works

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



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## **ADVERTISEMENT TO BID**

The Village of Bensenville will accept bids for the **“2011 Sanitary Sewer Rehabilitation Project”**. The bids shall be sent to the Office of the Village Clerk located at 12 S. Center St., Bensenville, IL 60106.

The bids will be publicly opened at **10:00 AM on October 7<sup>th</sup>, 2011** at the Bensenville Village Hall, 12 S. Center Street. The bid must be in a sealed opaque envelope plainly marked **2011 Sanitary Sewer Rehabilitation Project – BID**.

Detailed specifications may be obtained by contacting John Anderson, Assistant to the Director of Public Works at 630-350-3435, or via email at [janderson@bensenville.il.us](mailto:janderson@bensenville.il.us) Specifications may also be picked up at the Department of Public Works located at 717 E. Jefferson St. Bensenville, IL 60106.

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

Corey Williamsen  
Deputy Village Clerk

## TERMS AND CONDITIONS

- 1) Three (3) References are required. The references shall be of like-kind contracts with other municipalities.
- 2) The Village requires all bidders to read carefully all the specifications and what is required under the terms of the contract.
- 3) The Village will require proof of insurance. The requirements for insurance are provided under the Contract Provisions section of the bid document entitled Village Insurance Requirement.
- 4) Pages 34, 35, and 45 **MUST** be signed in order to be considered a valid bid.
- 5) All questions are to be directed to John Anderson, the 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.

**Village of Bensenville  
2011 Sanitary Sewer Rehabilitation project  
Location List**

**Manhole to Manhole Liner**

8"	MH 237C to MH 236C	York Rd & Washington	335LF
8"	MH 115C to MH 116C	Parkside Ln	201LF
8"	MH 269C to MH 115C	Parkside Ln	57LF
8"	MH 238B to MH 251B	Country Club & Maple	331LF
10"	MH 253B to MH 254B	Golf Ln	287LF
8"	MH 173C1 to MH 172	Green St & Gaylin Ct	186LF
8"	MH 45F1 to MH 45F	York Rd N of Forestview	77LF
15"	MH 98D to MH 97D	York Rd s. of Wood St	159LF
18"	MH 31B to MH 31B1	York Rd	326LF
8"	MH 917 to MH 841	Green St	217LF
15"	MH 5 to MH 6	Park	303LF
8'	MH 146B to MH 162B	Hillside	368LF

Total Footage 2,847 LF

**Spot Repairs**

8"	MH 235C to MH 20C	York Rd	27LF
10"	MH 181C to MH 182C	Main St	8LF
12"	MH 138D to MH 137D	York Rd	8LF
18"	MH 31B to MH 31B1	York Rd	8LF
8"	MH 160B to MH 121B	Hillside	32LF
8"	MH 122B to MH 121B	Hillside	8LF
8"	MH 103E to MH 102E	Hawthorne	8LF
8"	MH 102E to MH 101E	Hawthorne	16LF

Total Estimated Footage 115 LF

**\*PROJECT WORK MUST BEGIN WITHIN 30 DAYS OF THE BID OPENING DATE, AND ALL WORK  
WITHIN THE ANTICIPATED PROJECT SCOPE MUST BE COMPLETED BY DECEMBER 16, 2011**

## **CURED-IN-PLACE SEWER SEGMENT LINING**

### **PART 1 – GENERAL**

#### **INTENT**

It is the intent of this portion of the Technical Specifications to provide for rehabilitating sewer lines by the installation of a resin impregnated flexible tube. The tube shall be saturated with a thermosetting resin, installed into the existing pipeline and cured into a hard impermeable cured-in-place pipe (CIPP). When cured, the cured-in-place pipe shall extend from end to end in a continuous tight fitting watertight pipe-within-a-pipe.

#### **REFERENCE SPECIFICATIONS AND STANDARDS**

This specification references American Society for Testing and Materials (ASTM) Standard Specification F1216, F1743, D790 (latest editions) and their reference standards, which are made a part hereof by such reference and shall be the latest edition and revision thereof. All work shall comply with the reference standard unless specifically stated otherwise in this Specification.

CONTRACTOR's personnel shall possess the following minimum qualifications and/or experience:

A. Field Supervisor/Foreman: Minimum five (5) years as a foreman/superintendent for a cured-in-place lining crew, and the following minimum cured-in-place lining installations;

<b>Pipe Diameter Range</b>	<b>Linear Feet Required</b>
Up to and including 18-in	300,000
19-in to 30-in	100,000
31-in and larger	50,000

#### **SUBMITTALS**

The CONTRACTOR shall submit the following information to the OWNER prior to the commencement of any work. No changes shall be allowed without written approval from the OWNER.

- CIPP System Data
- Manufacturer's Resin Data Test Results

- Resin Enhancer Manufacturer's Data
- Bond Enhancer Manufacturer's Data
- Certification of Applicability of Resin

## PART 2 - PRODUCTS

### GENERAL CORROSION REQUIREMENTS

The cured-in-place pipe shall be fabricated from materials which, when cured, will be able to withstand internal exposure to and corrosive effects of normal sewage effluent liquids and gases containing hydrogen sulfide, carbon monoxide, carbon dioxide, methane, dilute sulfuric acid, and external exposure to soil bacteria and chemical attack which may be due to materials in the surrounding ground or sewage within. Unless otherwise specified, corrosion requirements for sewers carrying domestic residential discharges shall be as specified in ASTM F1216, Appendix X2 and ASTM F1743 Table 2. Unless otherwise specified, corrosion requirements for sewers conveying commercial and industrial discharges shall be as specified in ASTM F1216 and ASTM F1743 with the following exceptions:

- A. pH ranging from 5 to 12
- B. total petroleum hydrocarbons up to 200 mg/l
- C. limitations as set forth in Federal categorical pretreatment standards (40 CFR Chapter I, Subchapter N, Parts 405-471)
- D. limitations set forth in State pretreatment standards (327 IAC 5-16-2)
- E. Where conflicts between standards and requirements of this Specification exist, the more stringent standard shall apply.

### SIZING

The liner shall be fabricated to a size that when installed shall neatly and tightly fit the internal circumference of the pipe being rehabilitated as specified by OWNER. Allowance for circumferential and longitudinal stretching during insertion shall be made per manufacturer's standards. The diameters indicated in the BID documents are approximate. It is the responsibility of the CONTRACTOR to verify the actual pipe diameters prior to BID submittal.

The length shall be that deemed necessary by CONTRACTOR to effectively carry out the insertion from inlet to outlet points (generally manhole to manhole). CONTRACTOR shall verify all lengths in the field prior to fabrication of the tube. Individual installation

runs may be made over one or more access points as determined in the field by CONTRACTOR and approved by OWNER.

#### CURED-IN-PLACE PIPE MATERIALS

The liner, including any plastic covering and the thermosetting resin, shall meet the minimum mechanical properties defined in ASTM F1216. If so directed by the OWNER, CONTRACTOR shall furnish prior to use of the materials satisfactory written certification of compliance with the ASTM and manufacturer's standards for all materials including the tube, resin and catalyst system, and conformance with installation methods of ASTM and the manufacturer's processes.

The felt material shall be manufactured by companies specializing in felt production for CIPP. The manufacturer shall have manufactured felt material for CIPP for at least two (2) years as documented by references. The felt manufacturer, references and location of the manufacturing facility shall be submitted to the Engineer for review and approval. The felt material manufacturer and facility shall not change throughout the duration of the Contract unless specifically approved by the OWNER in writing.

The exact makeup of the resin shall be submitted to the OWNER including chemical resistance information, cure logs and temperatures. The exact mixture ratio of resin and catalyst shall also be submitted. The catalyst system shall be identified by product name. Polyester resins shall have a minimum Heat Distortion Temperature of 212 degrees Fahrenheit per ASTM D648. Vinyl Ester resins shall have a minimum Heat Distortion Temperature of 220 degrees Fahrenheit per ASTM D648. Resins, Catalysts and resin/catalysts mixing ratios shall not be changed during the project unless specifically approved by the OWNER in writing.

#### DESIGN REQUIREMENTS

The proposed cured-in-place pipe liner to be used shall be designed for a minimum fifty-year service life under continuous loading conditions. Design of the liner shall be based on the condition of the existing pipe which shall be classified as fully deteriorated based upon the definitions thereof contained in ASTM F1216 Appendix X1). The liner shall be designed to withstand all imposed loads, including live loads if applicable and hydrostatic pressure. The liner shall be designed by a Registered Professional Engineer in the State of Indiana and shall have sufficient wall thickness to withstand the anticipated internal and external pressures and loads which may be imposed after installation. The design of the liner shall include considerations for ring bending, deflection, combined loading, buckling, and ovality. Calculations which determine wall thickness requirements of the liner to be used shall be submitted to the ENGINEER for approval prior to fabrication of the tube. Designs shall be based on the use of the standard flexible pipe equations as detailed in ASTM F-1216. A safety factor of at least 2

shall be utilized and the short-term modulus of elasticity shall be reduced by 50 percent in the calculations.

The actual liner thickness for this project shall be as indicated in the table below. It is the sole responsibility of the CONTRACTOR to point out any deficiencies in the liner thickness to OWNER prior to BID submission.

#### Minimum CIPP Thickness

Nominal Sewer Diameter (inches)	Pipe Invert Depth			
	Up to 10 feet (mm)	10 – 15 feet (mm)	15 – 20 feet (mm)	20-25 feet (mm)
6	4.5	4.5	4.5	6.0
8	6.0	6.0	7.5	7.5
10	6.0	7.5	9.0	9.0
12	7.5	9.0	10.5	10.5
15	9.0	10.5	12.0	13.5
18	10.5	12.0	13.5	15.0
21	12.0	15.0	16.5	18.0
24	13.5	16.5	18.0	21.0
30	16.5	19.5	22.5	25.5
36	18.0	22.5	27.0	30.0
42	21.0	27.0	31.5	34.5
48	22.5	30.0	34.5	39.0
54	24.0	33.5	39.0	43.5

The minimum thickness for the installed CIPP after curing has been calculated based on the following design assumptions:

1. The existing sewer is considered fully deteriorated.
2. The existing sewer is considered to have an ovality of 2 percent in circumference.
3. The CIPP is subjected to a full soil load of 120 pounds per cubic foot.
4. The CIPP is subjected to traffic line loads as calculated by AASHTO Standard Specifications for Highway Bridges, HS-20-44 Highway Loading.
5. The modulus of soil reaction for pipe zone backfill material is .700 psi.
6. The CIPP is subject to a groundwater elevation 5 feet below the ground surface.
7. The CIPP Flexural Strength shall be 4,500 psi (ASTM D-790).
8. The CIPP Modulus of Elasticity shall be 250,000 psi (ASTM D-790).

#### PART 3 - EXECUTION

##### COORDINATION WITH COLLECTION SYSTEM CUSTOMERS

CONTRACTOR shall assume all responsibility for notification to and coordination with all collection system customers connected to the sewer to be rehabilitated whose building sewer laterals will be out of service during the cured-in-place pipe installation, curing and restoration processes. Notifications shall be in writing via door hanger, door flier or U.S. mail given 24-hours but no more than 48 hours in advance of loss of service, (excluding weekends and holidays). Notification shall clearly state the purpose of the work, shall advise all affected customers against water usage until the sewer line is placed back in service, and shall clearly state the potential consequences of use of residential wastewater generating facilities during the time when the building sewer service will be out of service (i.e. sewer back-up). The notice shall include a local 24-hour contact telephone number for residents to call if they have questions regarding the work.

The maximum time of no service shall be eight (8) hours for any property served by the sewer.

#### CLEANING

Prior to the installation of cured-in-place liner, CONTRACTOR shall thoroughly clean the sewer designated to receive the liner. Cleaning shall constitute removal of all debris, solids, roots and other deposits in the sewer line. Sewer cleaning requirements are contained in Technical Specification Section 1112 – Sewer Line Cleaning.

In addition to the requirements of Section 1112, CONTRACTOR shall be responsible for clearing the designated sewer line of obstructions such as dropped joints, protruding lateral connections, and broken pipe/crushed pipe which reduces the cross-sectional area by more than 40% and/or which will prevent the insertion of liner. If pre-installation television inspection required to be performed by the CONTRACTOR reveals an obstruction that cannot be removed by conventional cleaning and/or cutting equipment identified in Section 1112, CONTRACTOR shall make a point repair excavation, uncover and remove or repair the obstruction in accordance with the Indianapolis Sanitary District Standards for Design and Construction of Sanitary Sewers. Such excavation shall be approved in writing by ENGINEER prior to the commencement of the work. Allowance for additional payment for the point repair shall only be made if the obstruction was not evident on OWNER's videotape made available to CONTRACTOR at the time of BID.

#### INSPECTION OF PIPELINES

Prior to the installation of the cured-in-place liner, CONTRACTOR shall inspect the sewer segment(s) designated to receive the liner. Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by close circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of CIPP

into the pipelines, and it shall be noted so that these conditions can be corrected. The CONTRACTOR shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP. A video tape and suitable log shall be kept for later reference by the OWNER. Additional sewer line inspection requirements are contained in Technical Specification Section 1113 – Closed Circuit Television Inspection of Sewer Lines.

#### SEWAGE FLOW CONTROL

CONTRACTOR shall provide for maintenance of flow in the affected portions of the sewer system during installation of the cured-in-place pipe liner. Requirements for sewage flow control and bypass pumping are contained in Section 1114 – Bypass Pumping/Sewage Flow Control.

#### RESIN IMPREGNATION

CONTRACTOR shall designate a location where the uncured resin in the original containers and the unimpregnated fabric tube will be vacuum impregnated prior to installation. CONTRACTOR shall allow OWNER to inspect the materials and "wet out" procedure. The quantities of the liquid thermosetting materials shall be per ASTM and manufacturer's standards to provide the required design lining thickness. No liners on this project shall be "wet out" more than 72 hours prior to installation.

#### CIPP INSTALLATION

The resin impregnated fabric tube shall be inserted through an existing manhole or other approved access in accordance with ASTM and manufacturer's standards. Multiple sewer segment lining with one inversion/insertion may be permitted upon approval by OWNER. Care shall be taken during the insertion process to avoid overstressing of the fabric materials. Use of a lubricant during the insertion is allowed in accordance with the manufacturer's recommendations to reduce friction. The lubricant shall be nontoxic, unable to support bacterial growth, and shall not adversely affect the fluid to be transported. Such lubricant shall be in a container clearly marked as to its contents.

#### CURING

After installation of the liner is completed and a temperature calibration mechanism is inserted, CONTRACTOR shall cure the liner in strict accordance with ASTM and manufacturer's recommendations; however, where water is utilized in the curing process, a potable water source shall be used.

Initial cure shall be deemed to be completed when inspection of the exposed portions of the cured-in-place pipe appear to be hard and sound and the thermocouples indicate that an exothermic reaction has occurred. The cure and post-cure period and temperature shall be as recommended by the resin manufacturer, modified for the cured-in-place process being used. The curing process shall take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture content, thermal conductivity, etc.).

#### COOL DOWN

CONTRACTOR shall cool the finished cured-in-place pipe to specified temperature in strict accordance with ASTM and manufacturer's recommendations before relieving the internal pressure in the cured-in-place pipe. Care shall be taken in the release of the static head such that a vacuum will not be developed that could damage the newly installed cured-in-place pipe.

#### FINISH

The finished cured-in-place pipe shall be continuous over the entire length of the insertion run and be free from significant defects including dry spots, lifts, and delaminations. Any defects which will affect the integrity or strength of cured-in-place pipe shall be removed and replaced at CONTRACTOR'S expense. For pulled-in-place installation techniques where the inflation bladder does not bond to the liner, all portions of the bladder shall be removed. Written curing and cool down logs shall be submitted to OWNER. No payment for lining work will be provided until such logs have been submitted and approved.

#### WATERSTOPS

- A. Prior to the installation of the CIPP, the Contractor shall install gasket waterstops to the interior circumference of the existing sewer at the inlet and outlet of each manhole or as otherwise directed by the OWNER.
- B. The waterstop material shall be "Duraseal"  $\frac{3}{4}$ " by  $\frac{1}{4}$ ", Type W modified vinyl copolymer gasket as manufactured by Avanti International, or approved equal. Two rings of the waterstop gasket shall be attached to the interior wall of sewer pipe with an adhesive supplied by the waterstop manufacturer.
- C. Costs for waterstops shall be included in the unit BID price for Cured-In-Place-pipe for the applicable size and length.

#### RESTORATION OF BUILDING SEWER (LATERAL) SERVICE      CONNECTIONS

The CONTRACTOR shall fully reopen all of the existing active service connections in each length of sewer following lining. The service connections shall be reopened from inside the sewer by means of a closed-circuit television camera controlled cutting device appropriate for the CIPP. All openings shall be clean and neatly cut and shall be flush with the lateral pipe. The opening shall also be buffed with a wire brush to remove rough edges and provide a smooth finish. The bottom of the opening shall be flush with the bottom of the lateral pipe to remove any lip that could catch debris. Openings shall be 100% of the service lateral pipe diameter. The CONTRACTOR shall re-open any service lateral that does not meet these requirements as evidenced by the post-rehabilitation inspections at no additional cost to the OWNER.

The Contractor shall certify he has a minimum of two (2) complete working cutters plus spare key components on the site before each inversion. Unless otherwise directed by the OWNER or his authorized representative, all laterals will be reinstated. No additional payment will be made for excavations for the purpose of reopening connections and the CONTRACTOR will be responsible for all costs and liability associated with such excavation and restoration work.

#### TESTING AND ACCEPTANCE

The water tightness of the cured-in-place pipe shall be gauged while curing and under positive head.

For pulled-in-place products in which the pipe wall is cured while not in direct contact work shall be subjected to leakage testing in accordance ASTM F1417 as modified by the requirements of ASTM F1216. For pulled-in-place products in which the pipe wall is cured while not in direct contact with the pressurizing fluid, leakage testing shall be conducted prior to restoration of building sewer (lateral) service connections.

For pulled-in-place products where the inflation bladder remains a permanent part of the finished work, a delamination test shall be performed on each installation length. A sample shall be fabricated from material taken from the tube and resin/catalyst system used, and cured in a clamped mold placed in the downtube. A portion of the inflation bladder material in the sample shall be dry and isolated from the resin in order to separate tube layers for testing. Delamination testing shall be conducted in accordance with ASTM D903 and the exceptions contained in ASTM F1216 or ASTM F1743 as applicable. The peeling or stripping strength between any non-homogenous layers of the product laminate shall be a minimum of 10 lb/in of width.

After all work is completed, CONTRACTOR shall provide OWNER with video showing both the pre- and post-installation conditions including the restored connections. Televising shall be accomplished in accordance with Technical Specification 1113-Closed Circuit Televising of Sewer Lines. All defects discovered during the post-installation television inspection shall be corrected by the CONTRACTOR at his expense before the

work under the Contract will be considered for Substantial Completion. After the defects, if any, are corrected, the affected sewer segment(s) shall be re-televised and video submitted for approval. The post-installation television inspection video shall be submitted to the ENGINEER in sufficient time, five (5) business days minimum, to allow the ENGINEER to review the video prior to the Substantial Completion milestone.

#### MEASUREMENT AND PAYMENT

CONTRACTOR shall receive payment for this work on a *lineal foot basis per pipe diameter lined* in accordance with the unit prices contained in its proposal. Measurement shall be made from center of upstream manhole casting to center of downstream manhole casting. Payment shall include all bypass pumping, cleaning, pre- and post-construction televising, labor, equipment, material, installation, safety, dust/erosion control, testing, site restoration and all other work specified or not which is reasonably required to provide a completed installation. Any item not specified shall be considered incidental to the work. CONTRACTOR shall include all incidental cost in the unit price for the cured-in-place pipe installation.

CONTRACTOR shall receive payment for *building sewer lateral reinstatement on a unit price basis per lateral connection diameter reinstated* in accordance with the unit prices contained in his proposal.

CONTRACTOR shall receive payment for *Mobilization/Demobilization and Traffic Control on a lump sum basis* in accordance with the prices contained in his proposal.

## **CURED-IN-PLACE SPOT REPAIR LINING**

### **PART 1 – GENERAL**

#### **INTENT**

It is the intent of this Specification to provide for the repair of isolated cracked and broken pipe sections between manhole locations without requiring excavation via the use of cured-in-place pipe spot liners.

#### **REFERENCE SPECIFICATIONS AND STANDARDS**

This specification references American Society for Testing and Materials (ASTM) Standard Specification F1216-93, F1743-96, D790 and their reference standards, which are made a part hereof by such reference and shall be the latest edition and revision thereof. All work shall comply with the reference standard unless specifically stated otherwise in this Specification.

#### **MINIMUM QUALIFICATIONS**

CONTRACTOR shall provide to the satisfaction of OWNER certification from the cured-in-place spot lining manufacturer that CONTRACTOR's personnel have been adequately trained in the installation of cured-in-place spot liner. Such certification shall describe manufacturer's training program and, if applicable, licensing policies and procedures for installers.

CONTRACTOR's foreman shall have successfully installed a minimum of 150 spot liners.

#### **SUBMITTALS**

The CONTRACTOR shall submit the following information to the OWNER prior to the commencement of any work. No changes shall be allowed without written approval from the OWNER.

- CIPP System Data
- Manufacturer's Resin Data Test Results
- Resin Enhancer Manufacturer's Data
- Bond Enhancer Manufacturer's Data
- Certification of Applicability of Resin

## PART 2 - PRODUCTS

### GENERAL CORROSION REQUIREMENTS

The cured-in-place pipe shall be fabricated from materials which, when cured, will be able to withstand internal exposure to and corrosive effects of normal sewage effluent liquids and gases containing hydrogen sulfide, carbon monoxide, carbon dioxide, methane, dilute sulfuric acid, and external exposure to soil bacteria and chemical attack which may be due to materials in the surrounding ground or sewage within. Unless otherwise specified, corrosion requirements for sewers carrying domestic residential discharges shall be as specified in ASTM F1216, Appendix X2 and ASTM F1743 Table 2. Unless otherwise specified, corrosion requirements for sewers conveying commercial and industrial discharges shall be as specified in ASTM F1216 and ASTM F1743 with the following exceptions:

- A. pH ranging from 5 to 12
- B. total petroleum hydrocarbons up to 200 mg/l
- C. limitations as set forth in Federal categorical pretreatment standards (40 CFR Chapter I, Subchapter N, Parts 405-471)
- D. limitations set forth in State pretreatment standards (327 IAC 5-16-2)
- E. where conflict between standards and requirements of this Specification exists, the more stringent standard shall apply

### SIZING

The liner shall be fabricated to a size that when installed shall neatly and tightly fit in the internal circumference of the existing sewer line being rehabilitated in one continuous length over the area designated to receive the liner.

The liner length shall conform to the section(s) of deteriorated pipe plus a minimum of two feet beyond joints on either side of the last crack, open joint. CONTRACTOR shall verify the length by visual documentation and record the necessary length prior to fabrication and insertion.

The completed repair shall be of uniform thickness throughout the entire length and circumference except that the finished liner shall have tapered ends to allow for a smooth transition to and from the host pipe. No overlapping in circumference or length shall be allowed.

## CURED-IN-PLACE PIPE MATERIALS

The liner shall be constructed of felt, fiberglass and/or polyester fiber, polypropylene composite, nylon, Kevlar, or a combination thereof meeting manufacturer's standards, and be acceptable to the OWNER. The liner shall form to the internal circumference of the original pipe and be capable of conforming to any off-set joints, bells, and disfigured pipe sections. It shall be capable of carrying resin, and withstanding installation pressures and curing temperatures.

The resin shall be polyester, vinyl ester, styrene-based thermosetting, or epoxy with proper catalysts that are both corrosion resistant and compatible with the installation process. The resin system shall have physical characteristics, which allow it to adhere to both dry and wet substrates.

The cured pipe shall conform to the minimum mechanical properties established in ASTM F1216. If so directed by the OWNER, CONTRACTOR shall furnish prior to use of the materials satisfactory written certification of his compliance with the manufacturer's standards for all materials including the tube, resin and catalyst system, and conformance with methods of the manufacturer's process.

## DESIGN REQUIREMENTS

The newly installed cured-in-place spot repair liner to be used shall be designed for a minimum fifty-year service life under continuous loading conditions. Design of the liner shall be based on the condition of the existing pipe which shall be classified as fully deteriorated. The liner shall be designed by a Registered Professional Engineer in the State of Indiana and shall have sufficient wall thickness to withstand the anticipated internal and external pressures and loads which will be imposed after installation. The design of the liner shall include considerations for ring bending, deflection, combined loading, buckling, and ovality. Calculations which determine wall thickness requirements of the liner shall be submitted to the ENGINEER for approval prior to fabrication of the tube. Designs shall be based on the use of the standard flexible pipe equations as detailed in ASTM F-1216. A safety factor of at least 2 shall be utilized and the short-term modulus of elasticity will be reduced by 50 percent in the calculations. The design shall assume no bonding to the host pipe wall.

## PART 3 – EXECUTION

### COORDINATION WITH COLLECTION SYSTEM CUSTOMERS

CONTRACTOR shall assume all responsibility for notification to and coordination with all collection system customers connected to the sewer to be rehabilitated whose building

sewer laterals will be out of service during the cured-in-place pipe installation, curing and restoration processes. Notifications shall be in writing via door hanger, door flier or U.S. mail given 24-hours but no more than 48 hours in advance of loss of service, (excluding weekends and holidays). Notification shall clearly state the purpose of the work, shall advise all affected customers against water usage until the sewer line is placed back in service, and shall clearly state the potential consequences of use of residential wastewater generating facilities during the time when the building sewer service will be out of service (i.e. sewer back-up). The notice shall include a local 24-hour contact telephone number for residents to call if they have questions regarding the work.

The maximum time of no service shall be eight (8) hours for any property served by the sewer.

#### CLEANING

Prior to the installation of cured-in-place liner, CONTRACTOR shall thoroughly clean the sewer designated to receive the liner. Cleaning shall constitute removal of all debris, solids, roots and other deposits in the sewer line. Sewer cleaning requirements are contained in Technical Specification Section 1112 – Sewer Line Cleaning.

In addition to the requirements of Section 1112, CONTRACTOR shall be responsible for clearing the designated sewer line of obstructions such as dropped joints, protruding lateral connections, and broken pipe/crushed pipe which reduces the cross-sectional area by more than 40% and/or which will prevent the insertion of liner. If pre-installation television inspection required to be performed by the CONTRACTOR reveals an obstruction that cannot be removed by conventional cleaning and/or cutting equipment identified in Section 1112, CONTRACTOR shall make a point repair excavation, uncover and remove or repair the obstruction in accordance with the Indianapolis Sanitary District Standards for Design and Construction of Sanitary Sewers. Such excavation shall be approved in writing by ENGINEER prior to the commencement of the work. Allowance for additional payment for the point repair shall only be made if the obstruction was not evident on OWNER's videotape made available to CONTRACTOR at the time of BID.

#### INSPECTION OF PIPELINES

Prior to the installation of the cured-in-place liner, CONTRACTOR shall inspect the sewer segment(s) designated to receive the liner. Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by close circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of CIPP into the pipelines, and it shall be noted so that these conditions can be corrected. The CONTRACTOR shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP. A video tape and suitable log shall

be kept for later reference by the OWNER. Additional sewer line inspection requirements are contained in Technical Specification Section 1113 – Closed Circuit Television Inspection of Sewer Lines.

#### SEWAGE FLOW CONTROL

CONTRACTOR shall provide for maintenance of flow in the affected portions of the sewer system during installation of the cured-in-place spot liner. Requirements for sewage flow control and bypass pumping are contained in Section 1114 – Bypass Pumping/Sewage Flow Control.

#### RESIN IMPREGNATION

CONTRACTOR shall designate a location where the uncured resin in the original containers and the unimpregnated fabric tube will be vacuum impregnated or otherwise saturated prior to installation. CONTRACTOR shall allow OWNER to inspect the materials and "wet out" procedure. The manner of saturation of the fabric with resin shall insure complete saturation and uniform distribution of the resin.

#### INSTALLATION OF CURED-IN-PLACE SPOT LINER

The liner delivery and installation shall be such that after curing, the liner shall become part of the host pipe with smooth, tapering transitions.

The resin impregnated liner shall be inserted through an existing manhole and shall be installed in accordance with ASTM and manufacturer's standards. Carrying devices shall be permitted. Care shall be taken during the inversion/insertion process to avoid gouging and overstressing of the tube, particularly if a carrying device is not used. Use of a lubricant during the inversion/insertion shall be used if recommended by the manufacturer to reduce friction. The lubricant shall be nontoxic, unable to support bacterial growth, and shall not adversely affect the fluid to be transported.

The resin and tube shall be completely protected during the insertion process. No resin shall be lost by contact with manhole walls or pipe during the insertion. All resin shall be contained within a translucent bladder such that resin shall not be contaminated or diluted by exposure to dirt, debris, or water during the insertion and such that there shall be no resin loss during the insertion process.

The liner shall then be forced, via air pressure, hydrostatic pressure, inflation bladder or other approved means recommended by the manufacturer to conform to the host pipe.

#### CURING

After installation of the liner is completed, CONTRACTOR shall cure the liner in strict accordance with ASTM and manufacturer's recommendations. The cure

temperature shall be determined by the manufacturer of the resin/catalyst system employed. The cure and post-cure period and temperature shall be as recommended by the resin manufacturer, modified for the cured-in-place process being used. The curing process shall take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture content, thermal conductivity, etc.).

#### COOL DOWN

CONTRACTOR shall cool the finished cured-in-place pipe to specified temperature in strict accordance with ASTM and manufacturer's recommendations before relieving the internal pressure in the cured-in-place pipe. Care shall be taken in the release of the static head such that a vacuum will not be developed that could damage the newly installed cured-in-place pipe.

#### FINISH

After curing is complete, pressures shall be released and the inflation bladder and/or carrying device shall be removed from the host pipe. In the case of cure using heat (water or steam), cooling shall be permitted to occur prior to the release of pressure. No barriers, coatings or other material shall be left in the host pipe.

#### RESTORATION OF BUILDING SEWER (LATERAL) SERVICE CONNECTIONS

After the cured-in-place pipe spot liner has been cured, CONTRACTOR shall reconnect all existing active building sewer laterals in the lined section. This shall be done without excavation and, in the case of non-man entry pipes, from the interior of the pipelines by means of a television camera and a remote-control cutting device that re-establishes the connection to a minimum of 90 percent capacity.

#### TESTING AND ACCEPTANCE

The water tightness of cured-in-place pipe shall be gauged while curing and under positive head, if applicable.

No sooner than 24 hours after all work is complete, CONTRACTOR shall conduct a post-construction television inspection, and provide OWNER with videotape showing both the pre- and post-installation conditions including the restored connections. CONTRACTOR shall schedule the television inspection such that Engineer can be present to observe the work. Televising shall be accomplished in accordance with Technical Specification 1113-Closed Circuit Televising of Sewer Lines. All defects discovered during the post-installation television inspection shall be corrected by the CONTRACTOR at his expense before the work under the Contract will be considered for Substantial Completion. After the defects, if any, are corrected, the affected sewer segment(s) shall be videotaped again. The post-installation television inspection tape shall be submitted

to the ENGINEER in sufficient time to allow the ENGINEER to review the videotape prior to the Substantial Completion milestone.

#### MEASUREMENT AND PAYMENT

CONTRACTOR shall receive payment for this work *on a Footage \_\_\_\_\_ basis per pipe diameter lined* in accordance with the unit prices contained in its Proposal. Payment shall include all bypass pumping, cleaning, pre- and post-construction televising, labor, equipment, material, installation, safety, dust/erosion control, testing, site restoration and all other work specified or not which is reasonably required to provide a completed installation. Any item not specified shall be considered incidental to the work. CONTRACTOR shall include all incidental cost in the unit price for the cured-in-place spot repair pipe installation.

CONTRACTOR shall receive payment for *lateral reinstatement on a unit price basis per lateral connection diameter* in accordance with the unit prices contained in his proposal.

CONTRACTOR shall receive payment for *Mobilization/Demobilization and Traffic Control on a lump sum basis* in accordance with the prices contained in his proposal.

## **SEWER LINE CLEANING**

### **PART 1 - GENERAL**

#### **INTENT**

- A. It is the intent of this Specification to provide for the cleaning of non-man entry pipelines intended to receiving closed-circuit television inspection and/or sewer line rehabilitation. Pipes shall be clean to allow for a closed-circuit television camera to discern 95% of the internal pipe surface, to discern all pipeline defects and to facilitate installation of rehabilitation materials.

#### **SCOPE OF WORK**

- A. CONTRACTOR shall clean all sewer segments designated for inspection and/or rehabilitation prior to performing Work. CONTRACTOR shall be solely responsible for his means and methods of sewer cleaning. Cleaning of the sewers shall consist of the removal of all grease, sand, silt, solids, rags, roots, and other debris from each sewer segment, including sags within any sewer segment and including manholes. Selection of cleaning equipment and the method for cleaning shall be based on the condition and/or pipe material of the sewer segment at the time work commences, and shall comply with this Specification. **FLUSHING OF ANY SANITARY SEWER TO FACILITATE CLEANING ACTIVITIES WITHOUT THE CAPTURE OF SOLIDS AND DEBRIS IS EXPRESSLY PROHIBITED.**

#### **SAFETY**

- A. CONTRACTOR shall be solely responsible for safety during the performance of all Work. CONTRACTOR shall take satisfactory precautions to protect the sewer segments and appurtenances from damage that might be inflicted upon them by the use of cleaning equipment. Any damage inflicted upon a sewer segment or other public or private property as a result of the CONTRACTOR's cleaning operations, regardless of the cleaning method used and regardless of any other circumstance which may contribute to the damage, shall be repaired by CONTRACTOR at his sole expense.
- B. CONTRACTOR shall not enter into any sewer segment where hazardous conditions may exist until such time as the source of those conditions is identified and eliminated by CONTRACTOR and/or OWNER. CONTRACTOR shall perform all work in accordance with the latest OSHA confined space entry regulations. CONTRACTOR shall coordinate his work with local fire, police and emergency rescue units. Whenever hydraulically propelled cleaning tools, which

depend upon water pressure to provide their cleaning force, or any tools which retard the flow of water in the sewer segment are used, precautions shall be taken by CONTRACTOR to ensure that the water pressure utilized does not result in any damage or flooding to public or private property being served by the sewer segment(s) involved.

## PART 3 - EXECUTION

### Equipment for Sewer Segment Cleaning

- A. Only hydraulic and/or mechanical equipment shall be used by CONTRACTOR to accomplish cleaning activities. Accuracy of equipment and operating method for cleaning shall be judged by the results obtained. When hydraulic or high velocity cleaning equipment is used, a suitable sand trap, weir, or dam shall be constructed in the downstream manhole in such a manner that all solids and debris are trapped and removed thereby preventing such material from passing into the next sewer segment reach. The following are general equipment and performance requirements:

#### 1. Hydraulically Propelled Equipment

The equipment used shall be of a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer, damage to the sewer, and/or damage to public or private property. The moveable dam shall be equal in diameter to the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure removal of grease. Sewer cleaning balls or other equipment, which cannot be collapsed shall not be permitted for use.

#### 2. High-Velocity Jet Equipment

All high-velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all sizes of line designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.

Liquid decanted or separated from the solids shall be returned to the sewer and shall not contain solids having greater than a 125 micron size.

### 3. Mechanically Powered Equipment

Power rodding machines shall be either a sectional or continuous rod type capable of holding a minimum of 750 feet of rod. The rod shall be specifically heat-treated steel. To insure safe operation, the machine shall be fully enclosed and have an automatic safety clutch or relief valve.

Buckets, scrapers, scooters, porcupines, brushes and other mechanical equipment may also be utilized. All equipment and devices shall be operated by experienced personnel so that sewer lines are not damaged in the process of cleaning.

### 4. Root Removal

Roots shall be removed in the designated sections where root intrusion is a problem. Special attention shall be used during the cleaning operation to assure as complete a removal of roots from the joints. Procedures may include the use of mechanical equipment such as rodding machines, winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners.

### 5. Protruding Lateral Connections

When specified, CONTRACTOR shall remove protruding lateral connections via the use of internal cutting devices which are capable of providing a smooth lateral cut at its internal connection to the sewer.

### 6. Larger Diameter Sewers

In sewers 24-inches in diameter and greater, CONTRACTOR may employ a combination of hydraulic high volume water pumping and solids separation system for cleaning. Flow rate shall be a minimum of 250 gpm at 2,000 psi unless otherwise specified. Solids moved to the downstream manhole shall be captured, removed and dewatered to 95% prior to transport to an approved disposal facility. The pumping and separation system shall be capable of continuous operation.

Liquid decanted or separated from the solids shall be returned to the sewer and shall not contain solids having greater than a 125 micron size.

## Access

- A. Access for cleaning purposes shall only be via existing manhole openings.

### Bypass Pumping

- A. Should bypass pumping or other form of sewage flow control be required by/of CONTRACTOR to facilitate sewer line cleaning, CONTRACTOR shall be solely responsible for providing all labor, equipment and materials necessary to control the flow of sewage in and/or around sewer segment(s) being cleaned.

### Blockages Preventing Cleaning

- A. If cleaning of an entire sewer section cannot be successfully performed from one manhole, equipment shall be set up on the other manhole and cleaning again attempted. No additional payment allowance shall be made for reverse set-ups. If on reverse set-up successful cleaning also cannot be performed or equipment fails to traverse entire sewer line section, it shall be assumed that a major blockage or defect exists and cleaning effort shall be abandoned.
- B. CONTRACTOR shall determine the location of major blockage(s) by measuring length of hose or rod inserted from manholes at each end and immediately report location of blockage(s) to ENGINEER and CONTRACTOR shall note these conditions in its field log.
- C. CONTRACTOR shall recognize that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where damage could result if cleaning were attempted or continued. ENGINEER shall be immediately notified by CONTRACTOR of any and all conditions which in the opinion of CONTRACTOR warrant termination of cleaning activities. If CONTRACTOR's cleaning equipment becomes lodged in a sewer, it shall be removed by CONTRACTOR at his expense. This shall include excavation and repair of the sewer, underground utilities, backfilling, and surface restoration.

### Debris Removal and Disposal

- A. CONTRACTOR shall remove all sludge, dirt, sand, rocks, grease and other solid or semisolid material and debris resulting from the cleaning operations from the downstream manhole of the sewer segment being cleaned. Passing material from sewer segment to sewer segment shall not be permitted. In the event that sludge, dirt, sand, rocks, grease and other solid or semisolid material or debris resulting from the cleaning operations are observed and/or detected by ENGINEER as passing to downstream sewer segment(s), CONTRACTOR shall be responsible for cleaning such downstream sewer segment(s) at no additional cost to OWNER.
- B. CONTRACTOR shall be responsible for the handling, hauling and disposal of all debris, silt, and accumulated solids removed from the sewer. All debris, silt and

solids removed by CONTRACTOR shall be disposed of at a facility licensed for the handling and disposal of such materials in accordance with all appropriate codes, rules and regulations for the handling and disposal of such materials. Under no circumstances shall the removed sewage or solids be dumped onto streets or into ditches, catch basins, storm drains, sanitary or combined sewer manholes, or otherwise improperly disposed. If sewage is unintentionally spilled, discharged, leaked or otherwise deposited in the open environment, CONTRACTOR shall be responsible for any clean-up and disinfection of the affected area. CONTRACTOR shall comply with all local, State and Federal regulatory requirements regarding spills. Improper disposal of sewage or solids removed from the sewers may subject CONTRACTOR to fines imposed by OWNER or other regulatory entities. In addition, CONTRACTOR may be subject to civil and/or criminal penalties for improper disposal of removed materials under the law.

#### ACCEPTANCE

A. Acceptance of sewer line cleaning will be based on inspection at manholes and viewing of video tape completed following cleaning. A line will be considered clean if the depth of debris remaining after cleaning is less than or equal to the following:

<u>Pipe Size</u>	<u>Maximum Debris Remaining</u>
Less than 18 inches	Negligible
18 inches through 30 inches	1 inch
33 inches through 54 inches	2 inches
60 inches and above	3 inches

B. If cleaning is deemed unsatisfactory, CONTRACTOR shall re-clean and re-inspect the sewer line until cleaning is shown to be satisfactory.

#### MEASUREMENT AND PAYMENT

A. *No direct payment shall be made for this work. Payment for cleaning services shall be included in the contract bid prices for the related sewer line inspection and/or sewer line rehabilitation items.*

B. *(Note to Contractor: Heavy cleaning, if required on a project specific basis, should be considered as a separate pay item, and MUST be approved by the owner prior to being performed in ALL instances. Please discuss the definition of heavy cleaning, the project specific need for heavy cleaning, and options to pay for heavy cleaning).*

## BYPASS PUMPING/SEWAGE FLOW CONTROL

### PART 1 - GENERAL

#### INTENT

- A. *It is the intent of this Specification to provide the minimum requirements for bypass pumping/sewage flow control necessary to facilitate sewer line inspection and/or sewer line rehabilitation activities.*

#### SCOPE OF WORK

- A. CONTRACTOR shall provide all labor, equipment, supervision and materials necessary to reduce/control flows via sewage flow control mechanisms or eliminate flows via bypass pumping through a section or sections of pipe designated for inspection and/or rehabilitation. CONTRACTOR shall be responsible for controlling and maintaining all sanitary and storm flows within the sewer system during the Work. CONTRACTOR may drain flows by pipes, chases, fluming, bypass pumping, or other appropriate methods approved by OWNER. Plugging of any sewer line shall not be permitted without bypassing.

### PART 3 – EXECUTION

#### PROTECTION OF PUBLIC AND PRIVATE PROPERTY

- A. Precautions shall be taken to ensure that flow control and dewatering operations shall not cause flooding or damage to public or private properties. In the event flooding or damage occurs, CONTRACTOR shall make provisions to correct such damage at no additional cost to OWNER. CONTRACTOR shall be responsible for any damages to public or private property, overflows from the sewer system and violations resulting in fines as a result of the dewatering/bypass operation.
- B. *CONTRACTOR shall assume all responsibility for notification to and coordination with all customers whose building sewer laterals will be out of service during the Work. Notifications shall be in writing via door hanger, door flier or U.S. mail. Notification shall be given 24-hours in advance of loss of service, (excluding weekends and holidays). Notice shall clearly state the purpose of the work, shall advise all affected customers against water usage until the sewer line is placed back in service, and shall clearly state the potential consequences of use of residential wastewater generating facilities during the time when the building sewer service will be out of service (i.e. sewer back-up). The notice shall include*

*the project name, project number, City department name, City employee contact number, and CONTRACTOR's local 24-hour contact number for residents to call if they have questions regarding the work.*

## BYPASS PUMPING

- A. When required by the Contract Documents or when required by the manufacturer of the sewer line rehabilitation product in order to facilitate the installation of a sewer line rehabilitation product, CONTRACTOR shall provide all labor, equipment and materials necessary for the transfer of flow around the section or sections of pipe designated. The bypass shall be made by diversion of the flow from an existing upstream location, around the section(s) to be taken from service for inspection or rehabilitation, to an existing downstream location. The bypass system shall be of adequate capacity to handle all flows including wet weather related flows. If bypass pumping is utilized by CONTRACTOR to control flows, CONTRACTOR shall be responsible for monitoring and manning the bypass pumping operation at all times until Work is complete. The location of pump(s), force main, discharge point, pumping rates, etc., shall be approved by OWNER and shall be monitored by CONTRACTOR.
- B. CONTRACTOR shall prepare a detailed Flow Control Plan that describes the measures to be used to control flows. CONTRACTOR shall submit the Plan to and obtain approval of the Plan from ENGINEER prior to beginning any flow control work. CONTRACTOR's Plan shall include, but not necessarily be limited to the following:
  1. Location of flow diversion structures, collapsible sewer plugs, dams, pumps and related materials and equipment.
  2. Key operational control factors, (i.e. maximum flow elevations upstream of dams).
  3. Pump sizes and flow rates.
  4. Destination of bypassed flows including routing of force mains and provisions for vehicular and pedestrian traffic as necessary.
  5. Wet weather event procedures.

The number and size of pumps utilized in bypass pumping shall be such that if the largest pump is out of service, bypass flows will be maintained during the bypass operation.

## WET WEATHER EVENTS

- A. Where the flow control mechanism is not sufficient to handle a wet weather event, the flow control/diversion or pumping system shall be capable of quick removal so as not to create an overflow to surface waters, overflow to ground,

or back-up in buildings. Any monetary fines associated with avoidable overflows shall be paid for by CONTRACTOR.

#### MEASUREMENT AND PAYMENT

*No direct payment shall be made for this work. Payment for bypass pumping/sewage flow control, including provisions for wet weather flow control, shall be included in the contract bid prices for the related sewer line inspection and/or sewer line rehabilitation items.*

**(Note to Engineer: There may be circumstances for which bypass pumping/sewage flow control is not incidental to the work. Please discuss the need for a separate pay item.)**

## **CLOSED CIRCUIT TELEVISION INSPECTION OF SEWER LINES**

### **PART 1 - GENERAL**

#### **INTENT**

- A. It is the intent of this Specification to provide for the inspection of pipelines utilizing closed-circuit television techniques to identify the location and extent of sewer line defects to allow for a determination of rehabilitation needs, to document pre-rehabilitation line condition, and/or to document post-rehabilitation line condition.

#### **SCOPE OF WORK**

- A. Prior to performing closed circuit television inspection activities, CONTRACTOR shall thoroughly clean the sewer line(s) designated to be televised.

#### **SAFETY**

- A. CONTRACTOR shall be solely responsible for safety during the performance of all Work. CONTRACTOR shall not enter into any sewer segment where hazardous conditions may exist until such time as the source of those conditions is identified and eliminated by CONTRACTOR and/or OWNER. CONTRACTOR shall perform all work in accordance with the latest OSHA confined space entry regulations. CONTRACTOR shall coordinate his work with local fire, police and emergency rescue units.
- B. CONTRACTOR shall be responsible for any damage to public or private property resulting from his/her televising activities and shall repair or otherwise make whole such damage at no cost to OWNER.

#### **Certification**

- A. Personnel operating such camera equipment shall hold current certification by National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP).

### **PART 2 – PRODUCTS**

#### **EQUIPMENT**

- A. Television inspection equipment shall have an accurate footage counter that displays on a remote monitor the exact distance of the camera from the centerline of the starting manhole. The camera shall be of the remotely operated pan and tilt type. The rotating camera and lighthead configuration shall provide 240 degrees of pan and tilt angle measuring centerline to centerline and 70 degree lens viewing angle.
- B. The camera shall be color and shall provide a minimum of 460 lines of horizontal resolution and 400 lines of vertical resolution. The image pick-up device shall contain in excess of 379,000 picture elements (pixels). Geometrical distortion of the image shall not exceed one percent.
- C. The color camera shall be equipped with the necessary circuitry to allow for the remote adjustment of the optical focus and iris from the power control unit at the viewing station.

### PART 3 - EXECUTION

#### INSPECTION

- A. Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed-circuit television inspection techniques. The interior of the pipeline shall be carefully inspected to determine the location and extent of all pipeline defects. The location of any conditions which may result in a limitation of rehabilitation techniques that could be used and/or prevent proper installation of designated rehabilitation materials in the pipelines shall be noted so that these conditions can be considered and, if necessary, corrected prior to actual rehabilitation.
- B. CONTRACTOR shall internally inspect, via closed circuit television inspection, the sewer segments as required. Generally, inspection shall be completed one sewer line section at a time. Access for televising purposes shall only be via existing manholes. Should access to particular sewer section be difficult and adjacent sections require television inspection, CONTRACTOR may be allowed to complete inspection in multiple sewer line sections. When multiple sewer line sections are inspected using one setup, CONTRACTOR shall zero the camera's footage metering device at each subsequent sewer manhole to establish uniform starting location of Station 0+00, in middle of each manhole, for each line section televised.
- C. At all defects and service connections, the camera shall be stopped and the pan and tilt features shall be used to obtain a clear picture. Where possible, the camera shall be panned to view up each lateral or point of connection. Operator

shall also pan the pipe face while at 0+00 showing detail regarding pipe connection to manhole structure

D. CONTRACTOR shall record these inspections on indexed digital recordable disk. Video shall be recorded in a non-proprietary video format to allow for playback on any PC computer and/or DVD player. The video shall include a visual and audio narrative noting:

1. Date, time of day, and depth of flow;
2. Sewer segment number. Segment numbers shall be designated by OWNER.
3. Upstream manhole number.
4. Downstream manhole number.
5. Type of sewer (e.g. sanitary, storm, combined)
6. Size of sewer
7. Sewer materials of construction
8. Closest street address and street name on which sewer is located
9. Beginning and ending tape counter numbers for each run (manhole to next manhole) of sewer inspected
10. Direction of movement of camera, heading, and direction of flow
11. Locations of service connections into sewer by clock position and with counter distance in feet from beginning manhole's centerline
12. Location (start and end counter distances in feet from the beginning manhole's centerline) and description of obstructions, structural defects, missing pieces of pipe, longitudinal and/or circumferential cracking, joint deterioration including open and/or offset joints, ovality, leakage or evidence thereof, corrosion, erosion, break-in connections, protruding connections, mineral deposits, roots, previous repairs, grease/fats/oil deposits on pipe walls, sags, and other abnormalities with respect to the sewer's condition with counter distance in feet from the beginning manhole's centerline.

CONTRACTOR's log shall contain the same information.

- E. All televising shall be in compliance with NASSCO's PACP requirements.
- F. Digital disk shall visually display at a minimum the date, pipe segment number (manhole number) and distance from the centerline of the upstream manhole. The distance between manholes shall be verified by measuring tape. If the counter distance and the taping distance differ by more than 2 feet per 100 feet, the run shall be re-televised by CONTRACTOR at no additional cost to OWNER.
- G. Digital disk shall be maintained and delivered in a case, which shall display the project name, project number, date of inspection, manhole segment number(s) inspected, certified operator PACP number, and crew ID number. The entire length of any one sewer segment shall be on one disk. No segment shall be split between two disks. A disk may have multiple segments, so long as an entire section is on one disk. Original disks of all sections shall be provided to ENGINEER along with the respective television inspection field logs.
- H. If during television operation television camera will not pass safely through entire sewer line section being investigated, CONTRACTOR shall, at no additional cost to OWNER, set up equipment so that inspection can be performed from opposite (downstream) manhole. Where an obstruction is encountered and a reverse set up is required, the distance shall be entered into the log and verbally noted on the digital disk from which manhole the measurements are being made. If under the reverse set-up the camera again fails to pass through the entire sewer line section, inspection shall be considered complete. All obstructions in the sewer segment that prohibit passage of the television camera shall be immediately reported to the ENGINEER by CONTRACTOR referencing location and nature of the obstruction. No rehabilitation work shall proceed until CONTRACTOR receives direction from OWNER regarding removal of the obstruction.
- I. Should CONTRACTOR's televising equipment become lodged in any sewer line, it shall be removed by CONTRACTOR at his expense. This shall include, if necessary, excavation and repair of the sewer, underground utility repairs, backfilling and surface restoration. CONTRACTOR shall re-teleview any line segment in which his equipment became lodged after said equipment has been removed to demonstrate to the OWNER that no damage exists as a result of his televising operations.

## BIDDER INFORMATION SHEET

NAME: (PRINT) John E. Kenny, Jr.

SIGNATURE: 

COMPANY NAME: Kenny Construction Company  
(PRINT)

ADDRESS: 2215 Sanders Road, Suite 400  
Northbrook, IL 60062

TELEPHONE: 847-919-8200

FACSIMILE: 847-272-5930

EMAIL: cpearson@kennyconstruction.com

SERVICE LOCATION, if different than above address:  

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Please Return to:

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

The bid must be in a **sealed opaque envelope plainly marked: 2011 Sanitary Sewer Rehabilitation Project – BID.**

The bids must be received by **10:00am on October 7th, 2011** at which time they will be opened and publicly read. 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.

## PRICE SHEET

### CURED-IN-PLACE SEWER SEGMENT LINING

8" \$ <u>38.<sup>00</sup></u>	/ LF	\$ <u>67,336.<sup>00</sup></u>	Total (1772 LF)
10" \$ <u>40.<sup>00</sup></u>	/ LF	\$ <u>11,480.<sup>00</sup></u>	Total (287 LF)
15" \$ <u>70.<sup>00</sup></u>	/ LF	\$ <u>32,340.<sup>00</sup></u>	Total (462 LF)
18" \$ <u>75.<sup>00</sup></u>	/ LF	\$ <u>24,450.<sup>00</sup></u>	Total (326 LF)
			\$ <u>135,406.<sup>00</sup></u> Total Segment Lining

### CURED-IN-PLACE SPOT REPAIR LINING

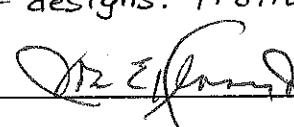
8" \$ <u>300.<sup>00</sup></u>	/ LF	\$ <u>27,300.<sup>00</sup></u>	Total (91 LF)
10" \$ <u>400.<sup>00</sup></u>	/ LF	\$ <u>3,200.<sup>00</sup></u>	Total (8 LF)
12" \$ <u>450.<sup>00</sup></u>	/ LF	\$ <u>3,600.<sup>00</sup></u>	Total (8 LF)
18" \$ <u>600.<sup>00</sup></u>	/ LF	\$ <u>4,800.<sup>00</sup></u>	Total (8LF)
			\$ <u>38,900.<sup>00</sup></u> Total Spot Repair Lining
HEAVY CLEANING \$ <u>3.<sup>00</sup></u>			/ LF

\*ALL COSTS FOR SEWER LINE CLEANING, BYPASS PUMPING/SEWAGE FLOW CONTROL, AND CLOSED CIRCUIT TELEVISION INSPECTION OF SEWER LINES SHOULD BE INCLUDED IN THE ABOVE PRICES.

\*PROJECT WORK MUST BEGIN WITHIN 30 DAYS OF THE BID OPENING DATE, AND ALL WORK WITHIN THE ANTICIPATED PROJECT SCOPE MUST BE COMPLETED BY DECEMBER 16, 2011

#### OPTIONS/ALTERATIONS

Reinstated service laterals will be at a cost of \$270.<sup>00</sup>/ea x 70ea = \$18,900.<sup>00</sup>. Our bid is based on the attached liner designs. Protruding taps will be removed at a cost of \$275.<sup>00</sup>/ea.

AUTHORIZED SIGNATURE: 

TITLE: President

DATE: October 7, 2011

**Cured-In-Place Gravity Pipe Design****Per ASTM F1216 - Appendix X.1 Design Considerations**Submitted By: Kenny Construction CompanyDesign Date: October 5, 2011Project Name: Bensenville

Design Engineer: \_\_\_\_\_

Description: 8" CIPP

Pipe Characteristics			CIPP Physical Properties		
Fully		Deterioration Condition	450,000	psi	Initial Flexural Modulus
7.840	in	Minimum Inside Diameter	4,500	psi	Initial Flexural Strength
8.160	in	Maximum Inside Diameter	50.0	%	Long-Term Retention
8.000	in	Mean Inside Diameter	225,000	psi	Long-Term Flexural Modulus
2.00	%	Pipe Ovality	2,250	psi	Long-Term Flexural Strength
9.0	ft	Groundwater Height	Safety Factors		
14.0	ft	Height of Soil Cover	2.00	Overall Safety Factor	
1000	psi	Modulus of Soil Reaction	2.00	Bending Stress Safety Factor	
120	lbs/ft^3	Average Unit Weight of Soil			
External Loading			Adjustment Factors		
9.192	psi	Buoyancy Adjusted Soil Load	0.836	Ovality Correction Factor	
3.902	psi	Groundwater Pressure	0.383	Coefficient of Elastic Support	
0.000	psi	AASHTO HS-20-44 Loading	0.788	Water Buoyancy Factor	
13.093	psi	Total External Pressure	0.00	Resin Seal Factor	
Design Thickness					
0.132	in	Thickness for External Pressure	3.36	mm	
0.109	in	Thickness for Maximum Dimension Ratio	2.76	mm	
0.129	in	Thickness for Ovalized Bending Stress	3.28	mm	
0.000	in	Thickness for Resin Seal	0.00	mm	
0.132	in	CIPP Design Thickness	3.36	mm	<u>MIN 5.0 MM</u>

**Cured-In-Place Gravity Pipe Design****Per ASTM F1216 - Appendix X.1 Design Considerations**Submitted By: Kenny Construction CompanyDesign Date: October 5, 2011Project Name: Bensenville

Design Engineer: \_\_\_\_\_

Description: 10" CIPP

Pipe Characteristics			CIPP Physical Properties		
Fully		Deterioration Condition	450,000	psi	Initial Flexural Modulus
9.800	in	Minimum Inside Diameter	4,500	psi	Initial Flexural Strength
10.200	in	Maximum Inside Diameter	50.0	%	Long-Term Retention
10.000	in	Mean Inside Diameter	225,000	psi	Long-Term Flexural Modulus
2.00	%	Pipe Ovality	2,250	psi	Long-Term Flexural Strength
9.0	ft	Groundwater Height	Safety Factors		
14.0	ft	Height of Soil Cover	2.00		Overall Safety Factor
1000	psi	Modulus of Soil Reaction	2.00		Bending Stress Safety Factor
120	lbs/ft^3	Average Unit Weight of Soil			
External Loading			Adjustment Factors		
9.192	psi	Buoyancy Adjusted Soil Load	0.836		Ovality Correction Factor
3.902	psi	Groundwater Pressure	0.383		Coefficient of Elastic Support
0.000	psi	AASHTO HS-20-44 Loading	0.788		Water Buoyancy Factor
13.093	psi	Total External Pressure	0.00		Resin Seal Factor
Design Thickness					
0.165	in	Thickness for External Pressure	4.20	mm	
0.136	in	Thickness for Maximum Dimension Ratio	3.45	mm	
0.161	in	Thickness for Ovalized Bending Stress	4.10	mm	
0.000	in	Thickness for Resin Seal	0.00	mm	
0.165	in	CIPP Design Thickness	4.20	mm	<u>MIN S. DMM</u>

**Cured-In-Place Gravity Pipe Design****Per ASTM F1216 - Appendix X.1 Design Considerations**Submitted By: Kenny Construction CompanyDesign Date: October 5, 2011Project Name: Bensenville

Design Engineer: \_\_\_\_\_

Description: 15" CIPP

Pipe Characteristics			CIPP Physical Properties		
Fully		Deterioration Condition	450,000	psi	Initial Flexural Modulus
14.700	in	Minimum Inside Diameter	4,500	psi	Initial Flexural Strength
15.300	in	Maximum Inside Diameter	50.0	%	Long-Term Retention
15.000	in	Mean Inside Diameter	225,000	psi	Long-Term Flexural Modulus
2.00	%	Pipe Ovality	2,250	psi	Long-Term Flexural Strength
8.8	ft	Groundwater Height	Safety Factors		
13.8	ft	Height of Soil Cover	2.00		Overall Safety Factor
1000	psi	Modulus of Soil Reaction	2.00		Bending Stress Safety Factor
120	lbs/ft^3	Average Unit Weight of Soil			
External Loading			Adjustment Factors		
9.080	psi	Buoyancy Adjusted Soil Load	0.836		Ovality Correction Factor
3.815	psi	Groundwater Pressure	0.380		Coefficient of Elastic Support
0.000	psi	AASHTO HS-20-44 Loading	0.790		Water Buoyancy Factor
12.895	psi	Total External Pressure	0.00		Resin Seal Factor
Design Thickness					
0.246	in	Thickness for External Pressure	6.25	mm	
0.204	in	Thickness for Maximum Dimension Ratio	5.17	mm	
0.240	in	Thickness for Ovalized Bending Stress	6.11	mm	
0.000	in	Thickness for Resin Seal	0.00	mm	
0.246	in	CIPP Design Thickness	6.25	mm	

**Cured-In-Place Gravity Pipe Design**  
**Per ASTM F1216 - Appendix X.1 Design Considerations**

Submitted By: Kenny Construction Company Design Date: October 5, 2011

Project Name: Bensenville

Design Engineer: \_\_\_\_\_

Description: 18" CIPP

Pipe Characteristics			CIPP Physical Properties		
Fully		Deterioration Condition	450,000	psi	Initial Flexural Modulus
17.640	in	Minimum Inside Diameter	4,500	psi	Initial Flexural Strength
18.360	in	Maximum Inside Diameter	50.0	%	Long-Term Retention
18.000	in	Mean Inside Diameter	225,000	psi	Long-Term Flexural Modulus
2.00	%	Pipe Ovality	2,250	psi	Long-Term Flexural Strength
8.5	ft	Groundwater Height	Safety Factors		
13.5	ft	Height of Soil Cover	2.00		Overall Safety Factor
1000	psi	Modulus of Soil Reaction	2.00		Bending Stress Safety Factor
120	lbs/ft^3	Average Unit Weight of Soil			
External Loading			Adjustment Factors		
8.913	psi	Buoyancy Adjusted Soil Load	0.836		Ovality Correction Factor
3.685	psi	Groundwater Pressure	0.375		Coefficient of Elastic Support
0.000	psi	AASHTO HS-20-44 Loading	0.792		Water Buoyancy Factor
12.597	psi	Total External Pressure	0.00		Resin Seal Factor
Design Thickness					
0.292	in	Thickness for External Pressure	7.41	mm	
0.244	in	Thickness for Maximum Dimension Ratio	6.20	mm	
0.286	in	Thickness for Ovalized Bending Stress	7.26	mm	
0.000	in	Thickness for Resin Seal	0.00	mm	
0.292	in	CIPP Design Thickness	7.41	mm	

## **GENERAL CONDITIONS AND CONTRACT PROVISIONS**

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 #II89-11, 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 "Turf Chemical Application - 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 insureds 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 insureds, and with original endorsements affecting coverage required 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 insureds 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 thirty (30) 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 2nd and 4th 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.

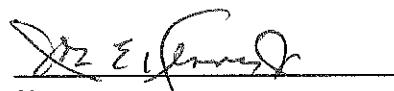
15) Changes/Additional Services/Deletions - Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village Manager, or his/her designee, prior to such changes or modifications being made. Any additional service desired from the contractor under this 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:**

  
Signature

President

Title

October 7, 2011

Date

**Village of Bensenville:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**BID BOND****Travelers Casualty and Surety Company of America**

Hartford, Connecticut 06183

**CONTRACTOR:***(Name, legal status and address)*

Kenny Construction Company

2215 Sanders Road, Suite 400, Northbrook, IL 60062

**OWNER:***(Name, legal status and address)*

Village of Bensenville

12 S. Center Street, Bensenville, IL 60106

**BOND AMOUNT:**

\$ 5%

Five Percent of Amount Bid

**SURETY:***(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

**PROJECT:***(Name, location or address, and Project number, if any)*

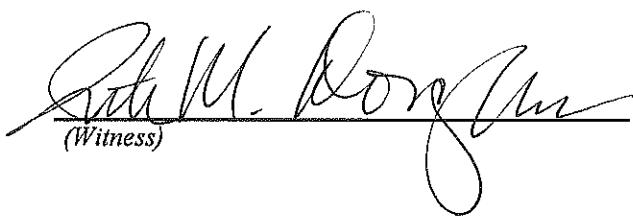
2011 Sanitary Sewer Rehabilitation Project

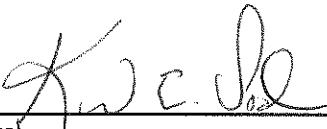
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of October, 2011

  
(Witness)

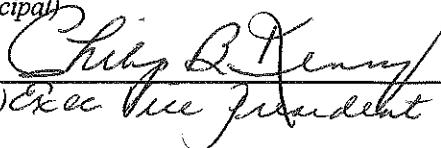
  
(Witness) Karen E. Socha

Kenny Construction Company

(Principal)

(Seal)

By:

  
(Title) Exec Vice President

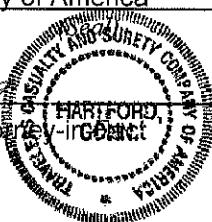
Travelers Casualty and Surety Company of America

(Surety)

By:

  
(Title) Harold Miller Jr.

HARFORD, CT  
Attorney-in-Charge



SURETY ACKNOWLEDGMENT (ATTY-IN-FACT)

State of Illinois } ss:  
County of DuPage

On this 7<sup>th</sup> day of October in the year two thousand eleven, before me, Kathleen A. Weaver, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Harold Miller Jr. known to me to be the duly authorized Attorney-in-fact of the Travelers Casualty and Surety Company of America and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company and the said duly acknowledged to me that he subscribed the name of the Travelers Casualty and Surety Company of America thereto as Surety and his own name as Attorney-in-fact.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

My Commission Expires

1/24/2012

Notary Public in and for

Kathleen A. Weaver

County, State of

DuPage, Illinois





## POWER OF ATTORNEY

**Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company**

**St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company**

Surety Bond No. Bid Bond

Principal: Kenny Construction Company

OR

Project Description: 2011 Sanitary Sewer Rehabilitation Project

Obligee: Village of Bensenville

**KNOW ALL MEN BY THESE PRESENTS:** That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Harold Miller Jr.** of the City of **Itasca**, State of **IL**, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **25th** day of **April, 2011**.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut

By:   
George W. Thompson, Senior Vice President

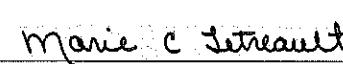
City of Hartford ss.

On this the **25th** day of **April, 2011**, before me personally appeared **George W. Thompson**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2016**.



  
Marie C. Tetreault

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognition, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognition, contract of indemnity, or writing obligatory in the nature of a bond, recognition, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of October , 2011 .



Kevin E. Hughes, Assistant Secretary



*To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.*



2215 Sanders Road, Suite 400  
Northbrook, Illinois 60062-6114  
(847) 919-8200 Fax: (847) 541-2570  
[www.kennyconstruction.com](http://www.kennyconstruction.com)

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## REFERENCES

Re: Village of Bensenville  
2011 Sanitary Sewer Rehabilitation Project

- 1) City of Chicago, Department of Water Management  
1000 East Ohio Street  
Chicago, IL 60611  
312-742-1204  
Wallace Davis III, General Superintendent
- 2) Metropolitan Water Reclamation District of Greater Chicago  
111 East Erie Street  
Chicago, IL 60611  
312-751-4025  
Fred Wu, Design Engineer
- 3) Village of Woodridge, Department of Public Works  
One Plaza Drive  
Woodridge, IL 60517  
630-719-6107  
Mike Mytys, Foreman



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
09/01/2011

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. 200 E. Randolph, 12 <sup>th</sup> Floor Chicago, IL 60601 USA	Contact Name: Theresa Lovell	
	Phone (A/C, No, Ext) 312 381 5868	FAX (A/C, No)
	E-Mail Address: Theresa.lovell@aon.com	
	Producer Customer ID #:	
	<b>INSURER (S) AFFORDING COVERAGE</b>	
	INSURER A: Ace American Insurance Company	NAIC # 22667
<b>INSURED</b>  Kenny Construction Company 2215 Sanders Road Northbrook, IL 60062	INSURER B: Westchester Surplus Lines Insurance Company	10172
	INSURER C: Steadfast Insurance Company	26387
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NO.	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																		
							LIMITS																		
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GEN. LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> <input type="checkbox"/>  <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		HDOG24547688	07/01/11	07/01/12	EACH OCCURRENCE	\$ 1,000,000																	
							DAMAGE TO RENTED PREMISES (EA Occurrence)	\$ 300,000																	
							MED EXP (Any one person)	\$ 10,000																	
							PERSONAL & ADV INJURY	\$ 1,000,000																	
							GENERAL AGGREGATE	\$ 2,000,000																	
							PRODUCTS – COMP/OP AGG	\$ 2,000,000																	
								\$																	
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CALH08601458	07/01/11	07/01/12	COMBINED SINGLE LIMIT (EA accident)	\$ 1,000,000																	
							BODILY INJURY (Per person)	\$																	
							BODILY INJURY (Per accident)	\$																	
							PROPERTY DAMAGE (Per accident)	\$																	
								\$																	
								\$																	
								\$																	
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			G21985260007	07/01/11	07/01/12	EACH OCCURRENCE	\$ 25,000,000																	
							AGGREGATE	\$ 25,000,000																	
								\$																	
								\$																	
								\$																	
A	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N <input type="checkbox"/> (MANDATORY IN NH) IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS below			WLRC46791162	07/01/11	07/01/12	<table border="1"> <tr> <td>X</td> <td>WC STATUTORY LIMITS</td> <td>OTH-ER</td> <td></td> </tr> <tr> <td colspan="3">E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td colspan="3">E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td colspan="3">E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	X	WC STATUTORY LIMITS	OTH-ER		E.L. EACH ACCIDENT			\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE			\$ 1,000,000	E.L. DISEASE - POLICY LIMIT			\$ 1,000,000		
X	WC STATUTORY LIMITS	OTH-ER																							
E.L. EACH ACCIDENT			\$ 1,000,000																						
E.L. DISEASE - EA EMPLOYEE			\$ 1,000,000																						
E.L. DISEASE - POLICY LIMIT			\$ 1,000,000																						
C	<b>OTHER:</b> Contractor's Protective Professional Indemnity and Liability Insurance			EOC379528608 Contractors Pollution Contractors Professional	07/01/11 07/01/11	07/01/12 07/01/12	Each Claim: \$10,000,000/ Aggregate: \$20,000,000 Each Claim: \$10,000,000/ Aggregate: \$20,000,000																		

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required) \* 10 Day Notice of Cancellation for non-payment of premium.

Description: For Evidence Purposes Only

CERTIFICATE HOLDER	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> By: <b>AON RISK SERVICES CENTRAL INC.</b>

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**TYPE:** Ordinance Amendment **SUBMITTED BY:** Chief Frank Kosman **DATE:** 10-19-11

**DESCRIPTION:** Proposed Amendment to 5-2-13: No Parking Zones

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input 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 checked="" type="checkbox"/> X	Safe and Beautiful Village	<input type="checkbox"/>	Vibrant Major Corridors

**COMMITTEE ACTION:** Public Safety Committee Passed  
Unanimously

**DATE:** 10-11-11

**BACKGROUND**

Jim Piazza of Edgewood Construction of 227 James, 630-202-0849 complained that semi-tractor/trailers backing into the dock at 230 James were driving onto his parking lot in order to maneuver their trucks into the dock. He said it was necessary because of vehicles parking on the north side of James in front of 231 James. He requested a no parking zone on the north side of James in front of 231 James. I spoke with the owner of the business at 230 James. He concurred with Piazza. He said that he had 4 or 5 trucks with 53 foot trailers make deliveries at his business every week. He said that he had talked with the employees of the business at 234 James and they had refused to cooperate with his request that they not park in front of 231 James. I spoke with a representative of 231 James. She advised that they had no problem with making a no parking zone in front of their business. I spoke with a manager at 234 James and advised him of the complaint and requested that he ask his employees not to park at that location on a regular basis. He agreed to move his vehicle that was parked there and to inform the personnel of the situation. I checked back about a week later and observed a vehicle from an employee at 234 James parked in front of 231 James. Jim Piazza informed me that the problem was still ongoing.

**KEY ISSUES:**

The business at 230 James Street has deliveries made with 53 foot trailers. The truck drivers cannot maneuver to dock the trailers without driving onto the apron and parking lot of 227 James. The owner of 227 James claims that the trucks are damaging his parking lot. A request for a voluntary cooperation of the neighboring business not to park in front of 231 James was not effective. If parking was prohibited on the north side of James in front of 231 James, the trucks could maneuver into the dock area of 230 James without driving onto the parking lot of 227 James.

**ALTERNATIVES:**

- Prohibit Parking on the north side of James in front of 231 James Street.
- Prohibit Parking on the entire north side of James Street.
- Maintain the status quo.
- Discretion of the Committee and Board.

**RECOMMENDATION:**

Staff, including the Traffic Safety Committee, recommends the ordinance amendment prohibiting parking solely in front of 231 James.

**BUDGET IMPACT:**

None

**ACTION REQUIRED:**

Committee and Board pass the proposed ordinance amendment.

**ORDINANCE #**

AMENDING VILLAGE CODE  
TITLE 5, TRAFFIC AND MOTOR VEHICLES  
CHAPTER 2, STOPPING, STANDING OR PARKING  
SECTION 5-2-13, NO PARKING ZONES  
SUBSECTION F, NO PARKING AT ANY TIME

BE IT ORDAINED by the President and Board of Trustees of the Village of Bensenville, Counties of Du Page and Cook, Illinois, as follows:

SECTION ONE: Title 5, Chapter 2, Section 5-2-13.F of the Village Code is hereby amended in part by adding the following provision:

F. No parking at any time:

“James Street, north side, between 280 Feet to 300 Feet east of the east curb line of Judson Street.”

SECTION TWO: All ordinances in conflict herewith are repealed to the extent of said conflict. This ordinance is in full force and effect from and after passage and publication according to law.

PASSED AND APPROVED BY THE President and Board of Trustees at the Village of Bensenville, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

---

Frank Soto  
Village President

ATTEST:

---

Corey Williamsen  
Acting Village Clerk

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Absent: \_\_\_\_\_

TYPE: Resolution

SUBMITTED BY: Tim Sloth

DATE: October 25, 2011

**DESCRIPTION:** Resolution establishing the Tax Levy Estimate for 2011 per the Truth in Taxation Act.

**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:** Passed AFL 5-0

**DATE:** October 18, 2011

**BACKGROUND:** The Truth in Taxation Act provides that not less than 20 days before any taxing body approves the property tax levy, it must prepare an estimate (also referred to as the "determination") as to how many dollars in aggregate property tax extensions may be necessary. We have prepared a Levy Estimate which is only 2.79% greater than last year's extension and less than the 5% threshold that triggers a Truth in Taxation public hearing. This levy is sufficient to capture the 1.5% CPI increase as well as any new construction / property improvements which is estimated to be \$528,000 per the Addison Township Assessor's Office. The timeline for approval of the final Tax Levy is as follows:

- October 25, 2011 – Pass the Resolution approving the 2011 Tax Levy Estimate.
- November 22, 2011 – Pass the Ordinance approving the final 2011 Tax Levy
- November 28, 2011 – File Tax Levy Ordinance with the County Clerks (deadline to file is December 28, 2011)

At the October 18, 2011 AF&L Meeting on this item, the Committee requested more information on the impacts of various tax levy amounts on individual property tax bills. Staff is in the process of compiling this information and will transmit the analysis to the Board on Friday.

**KEY ISSUES:** It is important to prepare an estimate that ensures the Village will capture the maximum amount in property taxes subject to the Property Tax Extension Limitation Law (PTELL) "Tax Cap" provisions of the statute. Under the Tax Cap law, if the Village does not capture the modest levy increase available this year, the opportunity and dollars will be lost forever. If not captured, the increase allowed by the Tax Cap in 2012 would be based on the same 2010 levy as opposed to a 2011 levy that was properly adjusted for inflation and new construction.

Under the proposed levy estimate, a resident with a 2010 market value of \$200,000 will likely see their market value drop approximately 20% to \$160,000. In 2010 they would have paid \$451 in property taxes to the Village of Bensenville. In 2011 they will likely pay \$457 to the Village for an increased tax burden of \$6.

During this recession the property tax levy is the most stable form of revenue available to municipalities, and one of the only revenues that we have the ability to control. Most of our other revenues are susceptible to economic swings or the will of legislators in Springfield. While our portion of the overall property tax bill is only ~10%, property taxes account for ~23% of our General Fund revenues. Staff recommends capturing the allowable levy increase estimate of 2.79%.

**ALTERNATIVES:**

- Adjust the amounts reflected in the estimate (determination)

**RECOMMENDATION:** Recommend approval of a resolution approving the 2011 Tax Levy Estimate.

**BUDGET IMPACT:** Approval at the recommended level will ensure that the levy can be set at an amount that will capture new construction and CPI growth without exceeding the (PTELL) Tax Cap.

**ACTION REQUIRED:** Pass the Resolution determining the 2011 property Tax Levy Estimate.

**Village of Bensenville**  
**2011 Tax Levy Estimates**

<b>General Tax Levies</b>	<b>2010 Extension</b>	<b>2011 Estimate</b>	<b>% Change</b>
<b>Corporate</b>	2,110,115.15	2,173,500	
<b>Police Protection</b>	1,037,025.31	1,067,000	
<b>Police Pension</b>	296,001.32	303,000	
<b>Liability Insurance</b>	270,824.19	277,000	
<b>Workers Compensation</b>	193,251.44	198,000	
<b>IMRF</b>	212,304.39	217,000	
<b>Social Security (FICA)</b>	247,008.00	253,000	
 <b>Subtotal</b>	<b><u>4,366,529.80</u></b>	<b><u>4,488,500</u></b>	<b><u>2.79%</u></b>

**Bonds**

<b>Bonds &amp; Interest</b>	537,565.61	537,566	
 <b>Subtotal</b>	<b><u>537,565.61</u></b>	<b><u>537,566</u></b>	<b><u>0.00%</u></b>
 <b>Total</b>	<b><u>4,904,095.41</u></b>	<b><u>5,026,066</u></b>	<b><u>2.49%</u></b>

**NOTES:**

The Consumer Price Index amount for 2010 used in calculating the 2011 estimate is 1.5%.

The Equalized Assessed Valuation (EAV) for DuPage County is estimated to be \$515,383,728.

In 2010 there was \$528,000 of estimated new construction added to the Village.

A resident with a market value in 2010 of \$200,000 will likely see their value drop approximately 20% to \$160,000. In 2010 they would have paid \$451 in property taxes to the Village of Bensenville. **In 2011 they will likely pay \$457 to the Village for an increased tax burden of \$6.**

The General Tax Levies are estimated at a 2.79% increase with a total increase including debt service of 2.49%

**The projected increase will NOT require a Truth in Taxation Hearing.**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION DETERMINING AN ESTIMATE OF REAL PROPERTY TAXES TO  
BE LEVIED BY THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK  
COUNTIES, ILLINOIS, FOR THAT PORTION OF  
THE FISCAL YEAR  
COMMENCING JANUARY 1, 2011, AND ENDING DECEMBER 31, 2011**

WHEREAS, a proposed estimate of real property taxes to be levied by the Village of Bensenville, DuPage and Cook Counties, Illinois (“Village”), for a portion of the fiscal year commencing January 1, 2011, and ending December 31, 2011 (“Proposed 2011 Tax Levy Estimates”) has been prepared as set forth in Exhibit “A”; and

WHEREAS, the President and the Board of Trustees of the Village are proposing to adopt the Proposed 2011 Tax Levy Estimates as the estimated amount of money, exclusive of any portion thereof attributable to the cost of conducting an election required by general election law, to be raised by taxation for that portion of the Village’s fiscal year commencing January 1, 2011, and ending December 31, 2011 (“Village’s Fiscal Year”), upon taxable real property in the Village; and

WHEREAS, the Proposed 2011 Tax Levy Estimates would be an increase of 2.79 percent in the “aggregate levy,” as defined in Section 18-55(b) of the “Truth in Taxation” Law, 35 ILCS 200/18-55, over the final aggregate levy of the preceding year; and

WHEREAS, accordingly, there is no hearing required prior to notice being given of the Village’s intent to adopt said Proposed 2011 Tax Levy Estimates.

WHEREAS, accordingly, it is proper that the President and the Board of Trustees of the Village determine the Proposed 2011 Tax Levy Estimates to be the amount of money estimated to be raised by taxation for the Village’s 2011 Fiscal Year.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND THE  
BOARD OF TRUSTEES OF THE VILLAGE OF BENSENVILLE, DUPAGE AND  
COOK COUNTIES, ILLINOIS, at a Regular Meeting duly assembled:**

**SECTION 1.** That foregoing recitals be and hereby are incorporated herein by reference as if fully set forth.

**SECTION 2.** That the “Village of Bensenville 2011 Tax Levy Estimates,” for that portion of the fiscal year referenced herein, attached hereto as Exhibit “A” and incorporated herein by reference, are determined to be the estimated amount of money, exclusive of any portion thereof attributable to the cost of conducting an election required by general election law, to be raised by taxation for that portion of the Village’s 2011 Fiscal Year as set forth herein upon taxable real property in the Village.

**SECTION 3.** That, if any part or parts of this Resolution shall be held to be unconstitutional, void, or otherwise invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining parts of this Resolution.

**SECTION 4.** That this Resolution shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, Illinois, this \_\_\_\_ day of November 2011.

APPROVED:

---

Frank Soto, Village President

ATTEST:

---

Corey Williamsen, Acting Village Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

**TYPE:** Resolution    **SUBMITTED BY:** Joe Caracci    **DATE:** 10/19/2011

**DESCRIPTION:** Resolution Authorizing Approval of Change Order No. 1 for the Treatment Plant Access Road and Legends Driveway Paving Program in the amount of \$113,500.

**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 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>

**ASSIGNED COMMITTEE: I&E**

**DATE: 10/25/2011**

**BACKGROUND:** On October 11, 2011 bids were solicited and approved by the Village Board for paving of the Treatment Plant Access Road and the Legends Driveway as two key areas that needed to be addressed by this year's Paving Program. During the same meeting, the Board directed staff to solicit pricing from the same contractor to provide temporary patching under the Paving Program in SSA 9 due to unforeseen circumstances caused by the pending litigation.

**KEY ISSUES:** After many attempts to keep the roads in SSA 9 in drivable condition using temporary measures, staff felt that due to the ongoing litigation, which has delayed construction longer than anticipated, that a more aggressive approach needs to be taken. Travel in this area has become extremely hazardous and must be addressed order to ensure safe travel throughout the area especially headed into the winter months. It is important to note that due to the failed road base these patches are temporary and do not provide a long term solution to the road conditions in SSA 9. The total net increase as a result of the additional paving is \$113,500 which results in a modified contract amount of \$170,335.00 (a 66.6% increase in the contract).

A summary of the change order can be seen in the table below:

Original \$	\$56,835.00
C.O. #1	\$113,500.00
Modified \$	\$170,335.00

It should be noted that this is an estimated cost for the proposed work to patch the SSA9 area. Actual field measurements will be calculated to come up with an installed price. A follow-up final balancing change order will be presented if necessary.

**ALTERNATIVES:** Village Board Discretion

**RECOMMENDATION:** Staff recommends approval of Change Order No. 1 in the amount of \$113,500.

**BUDGET IMPACT:** This item has not been budgeted in FY 2011. There are sufficient funds in the CIP Streets/Highways budget (Account No. 31080810 536513) due to projects being delayed to out years.

**ACTION REQUIRED:** A motion to approve a Resolution authorizing the approval of Change Order No. 1 to Arrow Road Construction in the amount of \$113,500 for a revised contract cost of \$170,335 associated with the Paving Program.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION CONCERNING THE DETERMINATION OF  
THE BENSENVILLE VILLAGE BOARD THAT CHANGE ORDER  
NUMBER ONE WITH ARROW ROAD CONSTRUCTION  
FOR AN INCREASE OF \$113,500 IS REQUIRED FOR THE  
TREATMENT PLANT ACCESS ROAD & LEGENDS DRIVEWAY PAVING PROGRAM  
FOR A REVISED CONTRACT COST OF \$170,335**

WHEREAS, Chapter 720, Section 5/33-E-9 of the Illinois Compiled Statutes 2002 requires change orders on public contracts involving total cumulative changes of more than Ten Thousand Dollars (\$10,000) in value or a cumulative total of thirty (30) days in time to be made by written determination; and

WHEREAS, it has been determined that it would be beneficial to the Village to revise original contract quantities to match actual as-constructed amounts, to compensate the contractor for additional work performed as directed and approved by the project engineer and Village staff;

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

**SECTION ONE:** The Corporate Authorities of the Village make the written determination that the circumstances necessitating the change were not within the contemplation of the contract as signed and that this change order is in the best interest of the Village.

**SECTION TWO:** The change order which this determination involves relates to the following contract: Treatment Plant Access Road & Legends Driveway Paving Program, Arrow Road Construction. The nature of Change Order Number One and the amount of change is as follows - Adjust contract to compensate the contractor for additional work items to be performed in SSA 9. The above changes resulted in a net cost increase of one hundred thirteen thousand five hundred dollars (\$113,500), for a revised contract price of one hundred seventy thousand three hundred thirty-five dollars (\$170,335) with no extension in time.

**SECTION THREE:** This Resolution shall be in full force and effect from and after its passage and approval.

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

APPROVED:

---

Frank Soto  
Village President

ATTEST:

---

Corey Williamsen  
Deputy Village Clerk

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

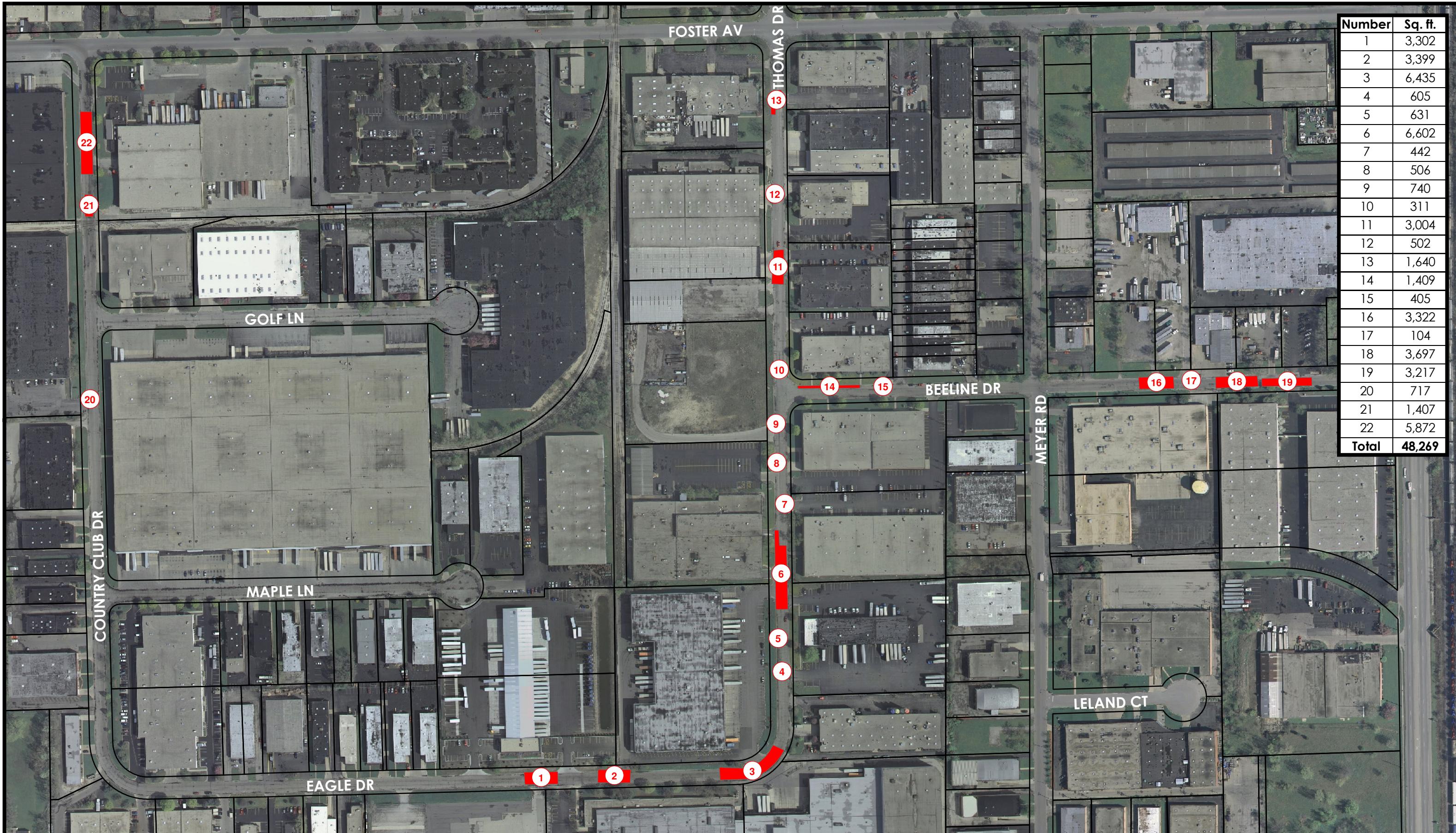
ABSENT: \_\_\_\_\_

# Village of Bensenville

## SSA 9 Pavement Patching



Patch Areas



**REQUEST FOR AUTHORIZATION OF CHANGES**  
**CHANGE ORDER NO. 1**

Project Name: Treatment Plant Access Road & Legends Paving Program

To: Village of Bensenville  
 717 E. Jefferson Street  
 Bensenville, IL 60106

Contractor: Arrow Road Construction, Inc.  
 3401 S. Busse Rd. P.O. Box 334  
 Mt. Prospect, IL 60056



Date: 10/19/2011

The following change from the Plans in the construction of the above designated project is recommended:

ITEM	DESCRIPTION	ADDITIONS	DEDUCTIONS
1	Pavement Grind & Overlay SSA #9	\$113,500.00	

Amount of this Order:	\$113,500.00
Amount of Previous Orders:	\$0.00
Original Contract Amount:	\$56,835.00
Original Contract Amount and Orders:	\$170,335.00

The work covered by this Order shall be performed under the same terms and conditions as that included in the Original Contract.

Requested by:	Ken Rubach, Public Works Supervisor, VOB		
Reviewed by:	Joe Caracci, Director of Public Works, VOB		
Recommended by:	Joe Caracci, Director of Public Works, VOB		
Approved by:	Mike Cassady, Village Manager, VOB		
Accepted by:	John Purta, Project Manager, Arrow Road		

**TYPE:** Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 10/18/2011

**DESCRIPTION:** Pass the Resolution awarding a contract for engineering design services for the Jefferson Street Corridor Watermain Replacement Project – Phase I, II, and III to Trotter and Associates, Inc.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**ASSIGNED COMMITTEE:** I&E – Firm Selection Approved Unanimously **DATE:** 10/11/2011

**BACKGROUND:**

A Request for Proposal (RFP) was issued to four firms on our short list for the Jefferson Street Corridor Watermain Replacement Project – Phase I, II, & III. The proposal is for the design and preparation of construction documents for replacement and relocation of the Village of Bensenville's water main along the Jefferson Street Corridor defined as the area bounded by Jefferson Street, Church Road, Memorial Street, and York Road. The goal of the contract is to have the consulting firm design three sets of construction documents to be used over the next three construction seasons. We expect to save costs by utilizing one firm that can perform all the necessary survey up front as well as develop one standard design criteria across all three projects.

**KEY ISSUES:**

Per our Qualification Based System (QBS) approach developed earlier this year, four of our short listed firms submitted proposals identifying their proposed approach to this unique project. Trotter and Associates, Inc. was considered the most qualified Firm (MQF) and ranked as the highest firm on this project. Sealed envelopes were collected as part of the RFP submittal in order to expedite the selection and award process.

Over the past week, I have reviewed the proposed fee from Trotter and discussed the work effort required. The engineering scope includes preliminary engineering, soil testing, detailed design engineering, and assistance during bidding. Bidding assistance is included for all three phases and is anticipated to take place over the next three years. The total fee to perform this work is \$136,235. Estimated construction costs for all three phases is approximately \$4,500,000. This engineering fee equates to just over 3% of the construction estimate.

**ALTERNATIVES:**

1. Village Board discretion

**RECOMMENDATION:**

Staff recommends award of an engineering services contract with Trotter and Associates, Inc.

**BUDGET IMPACT:**

Engineering for this project is included in the FY2011 budget and will be reserved in the FY2012 budget.

**ACTION REQUIRED:**

Pass the Resolution awarding an engineering design services contract for the Jefferson Street Corridor Watermain Replacement Project - Phase I, II, and III with Trotter and Associates, Inc. in the amount of \$136,235.

**Resolution No.**

**Authorizing the Execution of a  
Design Engineering Services Contract for the  
Jefferson Street Corridor Watermain Replacement Project – Phase I, II, & III  
with the Trotter and Associates, Inc.  
in the amount of \$136,235**

WHEREAS the Village of Bensenville has identified the Jefferson Street Corridor as an area in need of water distribution infrastructure improvements, and

WHEREAS the Village of Bensenville has sought proposals from four qualified firms as part of our Qualification Based Selection Process to provide design engineering services, and

WHEREAS Trotter and Associates, Inc. of St. Charles, IL was selected as the Most Qualified Firm.

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 execution of a design engineering services contract for the Jefferson Street Corridor Watermain Replacement Project – Phase I, II, & III with Trotter and Associates, Inc. of St. Charles, IL in the amount of \$136,235, and

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents necessary.

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

APPROVED:

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Frank Soto  
Village President

ATTEST:

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Village Clerk

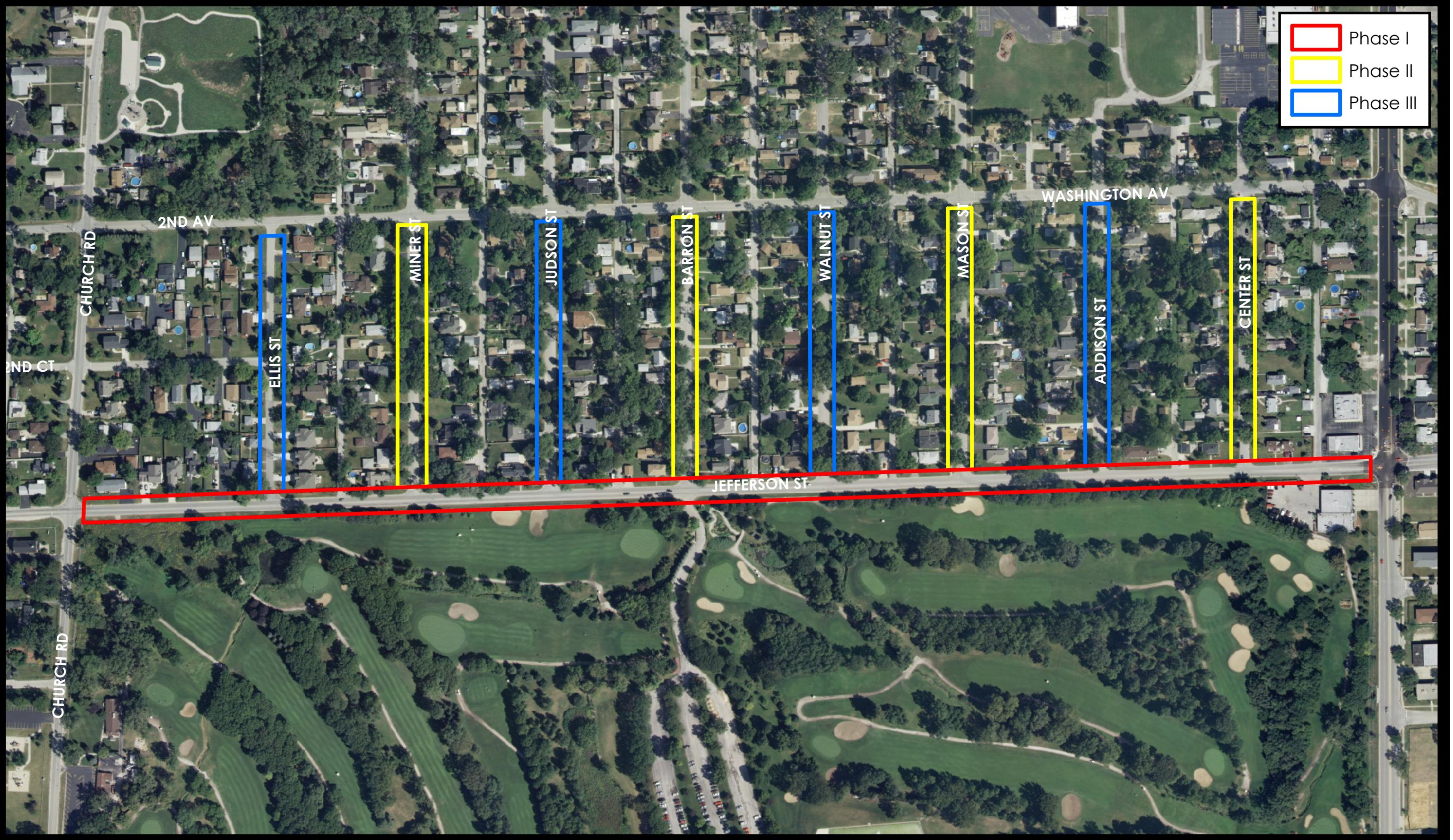
AYES: \_\_\_\_\_

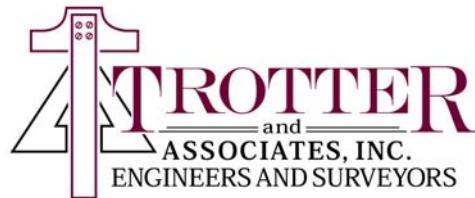
NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

# Village of Bensenville

## Jefferson St. Water Main Project Phases





October 18, 2011

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

**Re: Jefferson Street Corridor Watermain Replacement  
Phases I, II, and III - Design Engineering**

Mr. Caracci,

Trotter and Associates, Inc. (ENGINEER) proposes to render professional engineering services in connection with the Jefferson Street Corridor Watermain Replacement Phases I, II, and III (hereinafter called the "PROJECT") for Village of Bensenville (OWNER).

Trotter and Associates, Inc. (TAI) has developed a revised project approach for the Jefferson Corridor Watermain Projects that consists of preliminary, investigative, a summary of findings, and a design phase. After each phase, there is a task by task breakdown of all items to be completed with the associated phase. A copy of this information can also be found within the design proposal.

**1) Project Scope**

**Preliminary Phase**

TAI will conduct a project kick-off meeting with the Village of Bensenville to review the work plan and the proposed budget, confirm issues that need to be addressed, discuss goals and objectives for the project, confirm key stakeholders, and provide coordination with other Village of Bensenville staff members. In addition this meeting will be used to gather all available data information, schedule a JULIE locate and meet with the Village employees familiar with the previous watermain breaks. These break locations will be marked in the field. If available, TAI would review any samples of watermain or photographs that have been taken during a watermain repair.

The Village will be responsible for providing the following information:

1. 1" = 100' aerial photography (most recent available)
2. 1" = 100' topographic maps from the late 1990's
3. Utility maps for water, sewer, and traffic signals
4. Previous survey data and preliminary engineering (as available)
5. Electronic copies of the Village's standard contract documents, standard design details and specifications (including general and special provisions, Plan Cover Sheet and General Notes)
6. Meeting rooms for public meetings, hearings or presentations

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Based on the information provided above, TAI recommends that soil borings be completed as soon as the project starts. Soil boring data will also include pavement cores to determine existing pavement cross-sections. This will provide adequate time to collect the field samples, analyze the soils, and determine methods of corrosion protection. In the unlikely event that soils are not found to be culprit, additional time is left to investigate the other sources prior to design.

Also during this phase, TAI will perform a field survey of the project limits. In addition to hard features, TAI recommends including the location of previous watermain breaks located during the field meeting. The following is a comprehensive list of all tasks that will be completed as part of the survey and base sheet creation.

As part of the preliminary phase, Trotter and Associates will also perform an inventory of the surrounding area to determine any special requirements for surrounding business, churches, restaurants, neighboring schools and facilities such as the Bensenville Fire Station. This would include coordination of potential watermain shutoffs or temporary road closures. With Jefferson Street serving as the primary access for Park District's Golf Course and banquet facility it is important to minimize any disruption to their operations. With the installation of the golf dome and operating hours of 7 a.m. to 11p.m. construction access will need to be coordinated because there does not appear to be any common downtime for surrounding water users.

Using the base sheets created during this phase Trotter and Associates, Inc. will develop conceptual layouts based on design criteria from Village of Bensenville Standards and Illinois Environmental Protection Agency requirements. Next, TAI will prepare a PDR or Project Development Report summarizing these findings and recommendations. This report will outline the proposed improvements, phasing of the construction, alternatives for construction, a summary of corrosion findings with a recommended method of protection, and associated for each alternative. Each alternative should include a conceptual/ preliminary exhibit indicating the proposed location of the improvements. TAI will develop a comprehensive list of permit applications to be submitted and provide an approximate time frame based on previous project experience. The PDR will also detail any necessary service interruptions. This information will also be presented in a public meeting to notify all of the stakeholders of the long term benefits and temporary impacts.

The following tasks are included as part of the preliminary engineering phase.

**2) Preliminary Engineering**

- a) Complete a project Kick off Meeting with the Village of Bensenville and gather project information
  - i) Collect roadway, drainage, utility and pavement data
  - ii) Collect watermain break information
  - iii) Gain a Project Consensus regarding
    - (1) Schedule
    - (2) Budget

Village of Bensenville  
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Jefferson Street Corridor Watermain Improvements Phases I, II & III

(3) Location of Soil Borings/Geotechnical Testing

- iv) Have DIPRA representative attend or provide them with relative project data
- v) Prepare meeting minutes and distribute to all parties.

b) Survey: Perform all necessary field work on the ground to accurately depict all permanent features and make field surveys as required to obtain above ground supplemental topographic information relative to planimetric and topographic features within the site limits. The survey will comply with the Illinois Professional Land Surveyor Act of 1989 (68 IL Administrative Code 1270).

- i) Survey Points will be tied to horizontal and vertical control established by the Village of Bensenville (NAD83).
- ii) Cross-Sections points shall be shot at 50 foot intervals (stations) and driveway centerlines.
- iii) Existing right-of-ways and property corners on Jefferson, Barron, Addison, Center, Mason, Miner, Judson, Walnut and Ellis Streets will be located. Sufficient monuments will be located to re-create rights-of-way on the CAD drawings. These will then be used to verify right of way within the project limits.
- iv) All trees (larger than 6 inches in diameter) will be identified with their diameter breast height and distinction between deciduous and coniferous.
- v) All sanitary, watermain, and storm sewer structures will be located, measured and inspected for structure size, condition, pipe size(s) and invert elevation and recorded legibly in a field book.
- vi) All elevation points will be shown to the nearest one-hundredth of a foot.
- vii) Survey data will be provided in electronic format compatible with AutoCAD software, including all drawing files (\*.dwg), digital terrain models, and raw data text files.

c) Prepare base sheets placed on individual sheet files. The scale of the topographic survey will not be greater than 1" = 30' and each sheet will contain match lines referencing the previous or next sheet.

d) Geotechnical Investigation

- i) Perform 25 Soil Borings to a depth of 10'
  - (1) Jefferson Avenue – 9 Borings
  - (2) Side Streets- 2 Borings per Street
  - (3) The resulting soil samples will be returned to SEECO's laboratory for further testing and analysis. Visual Classification, Moisture Content and Unconfined Compressive Strength utilizing a calibrated penetrometer will be performed on all samples. Six (6) representative samples will be tested for plasticity, organic content and grain size distribution.
- ii) In an effort to determine the corrosion potential of the existing soils for design and protection of the replacement watermain, a total of 13 samples (one sample from each north/south roadway and five (5) – one every other block - on W. Jefferson Ave.) will

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be tested for pH, Redox Potential, Alkalinity, Sulfides, Soluble Chlorides and Sulfates and Resistivity (AASHTO T 288).

iii) As part of the IEPA requirements for Source Site Certification and Demolition Debris/ Uncontaminated Soil Fill Operation, SEEKO proposes to perform source/site specific services. As part of the criteria for SEEKO to provide a Professional Engineer's Certification of Commercial or Industrial sites (including on ROW sites) on IEPA LPC-633 Form, the following services will be applicable:

***Scenario 1 –***

SEEKO will review readily available/accessible IEPA databases for potential locations adjacent to or part of the project limits which have the potential for subsurface contamination issues. Assuming no locations exhibit said potential, the geotechnical soil boring scope of work will be performed. If the data review indicates otherwise, than the geotechnical scope of services will be modified. All soil samples obtained as part of the geotechnical investigation will be field screened for the presence of volatile organic vapors using a photo ionization detector (PID). Visual and olfactory senses will also be used to screen the soil samples for the presence of petroleum hydrocarbons. If no samples display an elevated PID reading, then the soil will be assumed to be, to the best of our knowledge, clean, uncontaminated fill material. This information will be documented on the IEPA LPC-663 form. One (1) form will be prepared per street/roadway section. Screening or pre-screening of samples at job site is no guarantee that the CCDD landfill facility will accept/not reject materials. Nor is it a determination that the site is entirely clean of contaminants per IEPA standards. This is completed as part of the preliminary engineering cost.

***Scenario 2 –***

Chemical Analysis- Representative soil samples will be screened for the presence of volatile organic vapors using a photo ionization detector (PID) and/or visual and olfactory senses utilized to screen the soil samples display an elevated PID reading, then the representative soil samples determined by field observations to be the most conducive to transmitting potential contamination may be analyzed for composite sample will be chemically analyzed by an Environmental Laboratory for the following TACO Tier One parameters: 8260 – VOCs, 8270- SVOCs, 8081/8082 - Pesticides and PCBs, 6010 (8 RCRA Metals only - Ar, Ba, Cd, Cr, Pb, Se, Ag), 7470 - Mercury (Hg), and pH. If chemical analysis results indicate no contamination above TACO Tier 1 objectives, then the soils tested will be assumed to be, to the best of our knowledge, clean, uncontaminated fill material. This information will be documented on the IEPA LPC-663 form(s). If test results indicate that the soils are contaminated above said objectives, we will consult with you regarding alternate means of disposal. Cost per above TACO Tier One chemical analysis parameters will be \$935.00/sample. If testing is required a total of ten samples would be completed. This would include two chemical analyses on Jefferson and one on every side street for a total of ten samples.

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*There currently are pending changes to the requirements for CCDD disposal. Said changes may include chemical analysis parameters and/or sampling protocol (now at Engineers discretion), “shelf life” of chemical analysis results or background data searches, and/or CCDD facility acceptance criteria. In addition, many CCDD facilities currently have developed their own site specific chemical analysis requirements that are above and beyond the current IEPA TACO Tier One parameters.*

- e) Prepare preliminary design standards. Utilize IDOT, IEPA and Village as default
- f) Prepare a draft PDF Memorandum for Review.
  - i) Complete all investigative work necessary to compile the PDF.
  - ii) Meet with the Village of Bensenville and prepare meeting minutes.
- g) Finalize the Project Development Report based on Village comments.
  - i) The PDR will include
    - (1) Necessary Exhibits
    - (2) Summary of Geotechnical Findings
    - (3) Summary of DIPRA response
    - (4) Preliminary Cost Estimates
    - (5) Preliminary Construction Schedules
    - (6) Staging and Phasing Plans
    - (7) Summary of Coordination with Utility Companies
- h) Present the PDR to the Village at a Public Meeting

### **3) Design Engineering Phase**

After consensus of the best alternative, Trotter and Associates, Inc. will proceed with the preparation of contract documents and final engineering plans. TAI will prepare a complete set of Final Engineering Plans that will be suitable for permitting applications. Documents will be submitted to the Village for review at 65% and 95% completion.

After each milestone, Trotter and Associates, Inc. will prepare meeting minutes and incorporate comments into the next round of revisions. TAI will prepare preliminary engineering plans to be utilized for permitting applications. Upon completion of documents, TAI will submit hard copy and electronic forms of the final engineering plans. When plans and specifications are complete, TAI will submit permit applications for the construction of the Phase I improvements. The following tasks are included as part of the design engineering phase.

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Request for Proposal  
Jefferson Street Corridor Watermain Improvements Phases I, II & III

### **Design Engineering**

- a) Prepare contract documents in the Village of Bensenville format. Three separate sets of documents (one for each phase) will be prepared. The following documents will be included
  - i) Construction Plans consisting of the following
    - (1) Cover Sheet w/ Location Map and Benchmark Information
    - (2) General Notes
    - (3) Overall Project Limits
    - (4) Staging Plan
    - (5) Utility Sheets in Plan and Profile format
    - (6) Construction Details
    - (7) Traffic Control Details
  - ii) Specifications
    - (1) Bid Forms
    - (2) Instructions to Bidders
    - (3) Bonding and Insurance Requirements
    - (4) Applicable State and Federal Requirements
  - iii) TAI will meet with the Village to review plans at the 65% and 95% status
    - (1) 65% Plans will include base information and proposed improvements with the exception of proposed improvements on the profile section and annotation of proposed minor items
    - (2) 95% Plans will include all items
  - iv) Complete Plan revisions to address items within the meeting minutes and per jurisdictional agency review
  - v) Prepare Meeting minutes for each plan review session.
- b) Upon the completion of Final Engineering and Construction Specifications TAI will prepare the following permit applications
  - i) IEPA- Watermain Permit Application
  - ii) DuPage County DOT
  - iii) Township
  - iv) IDOT
- c) Prepare an engineer's opinion of probable construction cost for items included within each phase of the Final Engineering Plans.
- d) Provide the OWNER with 6 (six) sets of Plans and Specifications in accordance with the compensation portion of this proposal. Additional sets requested by the Owner are available but will have not been included in this proposal.

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Jefferson Street Corridor Watermain Improvements Phases I, II & III

#### **4) Bidding Phase – Phase I**

Trotter and Associates will provide bidding assistance, which will include preparing the bid notices to contractors, answering contractor questions, attending a pre-bid meeting, preparing bid addendums, reviewing bids and recommending a contractor. The following tasks are included as part of the bidding phase.

##### **Bidding**

- a) TAI will attend a pre-bid meeting and prepare a meeting agenda and meeting minutes. This meeting will be held at the Village of Bensenville and can be mandatory.
- b) TAI will answer contractor questions and prepare written responses as needed.
- c) TAI will attend the bid opening and prepare a bid tabulation of all received bids.
- d) Upon the determination of the lowest, qualified bidder, TAI will check references and prepare a recommendation of award.
- e) Verification of any bonds or insurance certificates shall be completed by the Village of Bensenville

#### **5) Bidding and Plan Update Phase – Phase II**

The Village of Bensenville intends to complete the bidding and construction of the Phase II Improvements during the 2013 calendar year. Trotter and Assoications will perform a field investigation comparing the final engineering plans to the field conditions prior to the bid. Any minor changes including landscaping improvements, driveway modifications, paving changes will be included, and asbuilt conditions of the previous phase will be included on the plans. Any changes requiring the use of survey crew for field verification or design modification will be considered out of scope and reimbursed as extra work and paid for on a time and material basis with the applicable hourly rates. Trotter and Associates will then provide bidding assistance, which will include preparing the bid notices to contractors, answering contractor questions, attending a pre-bid meeting, preparing bid addendums, reviewing bids and recommending a contractor. The following tasks are included as part of the bidding phase.

##### **Bidding**

- a) TAI will attend a pre-bid meeting and prepare a meeting agenda and meeting minutes. This meeting will be held at the Village of Bensenville and can be mandatory.
- b) TAI will answer contractor questions and prepare written responses as needed.
- c) TAI will attend the bid opening and prepare a bid tabulation of all received bids.
- d) Upon the determination of the lowest, qualified bidder, TAI will check references and prepare a recommendation of award.
- e) Verification of any bonds or insurance certificates shall be completed by the Village of Bensenville

Village of Bensenville  
Request for Proposal  
Jefferson Street Corridor Watermain Improvements Phases I, II & III

## 6) Bidding and Plan Update Phase – Phase III

The Village of Bensenville intends to complete the bidding and construction of the Phase III Improvements during the 2014 calendar year. Trotter and Associates will perform a field investigation comparing the final engineering plans to the field conditions prior to the bid. Any minor changes including landscaping improvements, driveway modifications, paving changes will be included, and asbuilt conditions of the previous phases will be included on the plans. Any changes requiring the use of survey crew for field verification or design modification will be considered out of scope and reimbursed as extra work and paid for on a time and material basis with the applicable hourly rates. Trotter and Associates will then provide bidding assistance, which will include preparing the bid notices to contractors, answering contractor questions, attending a pre-bid meeting, preparing bid addendums, reviewing bids and recommending a contractor. The following tasks are included as part of the bidding phase.

### **Bidding**

- a) TAI will attend a pre-bid meeting and prepare a meeting agenda and meeting minutes. This meeting will be held at the Village of Bensenville and can be mandatory.
- b) TAI will answer contractor questions and prepare written responses as needed.
- c) TAI will attend the bid opening and prepare a bid tabulation of all received bids.
- d) Upon the determination of the lowest, qualified bidder, TAI will check references and prepare a recommendation of award.
- e) Verification of any bonds or insurance certificates shall be completed by the Village of Bensenville

## 7) Schedule and Submittals

Milestone	Date
<b>Project Kickoff</b>	<b>11/01/11</b>
<b>Field Survey</b>	<b>11/01/11- 11/25/11</b>
<b>Completion of Soil Borings Meeting with DIPRA</b>	<b>11/20/11</b>
<b>Completion Survey and Preparation of Base Sheets</b>	<b>12/15/11</b>
<b>Draft PDR</b>	<b>1/15/12</b>
<b>Complete 65% Design</b>	<b>2/15/12</b>
<b>Complete 95% Design And Permit Application Submittal</b>	<b>3/15/12</b>
<b>Final Engineering</b>	<b>4/1/12</b>

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Jefferson Street Corridor Watermain Improvements Phases I, II & III

## 8) Quotations

Trotter and Associates, Inc. will be compensated on a time and material not to exceed basis. A copy of the manhour estimate for each phase can be found at the end of this document

<b>Preliminary Engineering Services (Including Geotech)</b>	\$	<b>68,190</b>
<b>Soil Testing for Clean Construction Demolitions Debris</b>	\$	<b>9,350</b>
<b>Design Engineering Services</b>	\$	<b>38,320</b>
<b>Bidding Phase Services</b>	\$	<b>5,290</b>
<b>Bidding Phase and Plan Update Services- Phase II</b>	\$	<b>6,675</b>
<b>Bidding Phase and Plan Update Services- Phase III</b>	\$	<b>6,900</b>
 <b>Total</b>		 <b>\$ 134,725</b>
 <b>Deliverables and Reimbursable Expenses</b>		 <b>\$ 1,510</b>

Trotter and Associates, Inc. reiumburseable expenses are limited to copying of plans and reports and shipping. TAI does not charge for mileage, equipment rental such as survey equipment/computers or communication (phones/faxes). The following is an itemized breakdown of printing reimburseables that will be required to complete the project.

### ***Final Engineering Plans and Contract Documents Phase I***

- 65%- Plans Only – 6 Copies
- 95%- Plans and Specifications- 6 Copies
- 100%- Plans and Specifications- 6 Copies

### ***Final Engineering and Contract Documents Phase II***

- 65%- Plans Only – 6 Copies
- 95%- Plans and Specifications- 6 Copies
- 100%- Plans and Specifications- 6 Copies

### ***Final Engineering and Contract Documents Phase III***

- 65%- Plans Only – 6 Copies
- 95%- Plans and Specifications- 6 Copies
- 100%- Plans and Specifications- 6 Copies

### ***Project Development Reports***

- Draft – 6 Copies
- Final – 6 Copies

**Trotter and Associates, Inc. uses a multiplier of 2.93**

## **9) TAI Standard Contract Agreement Information**

### **Indemnification**

To the full extent permitted by applicable law, ENGINEER agrees to indemnify and hold harmless OWNER from and against any and all suits, actions, damages, loss, liability or costs (including, without limitation, reasonable attorney's fees directly related thereto) for bodily injury or death of any person or damage to third party property if and to the extent arising from the negligent errors or omissions or willful misconduct of ENGINEER during the performance of the Services hereunder

### **Insurance**

Commencing with the performance of the Services, and continuing until the earlier of acceptance of the Services or termination of this Agreement, ENGINEER shall maintain standard insurance policies as follows:

Workers' Compensation and/or all other Social Insurance in accordance with the statutory requirements of the state having jurisdiction over ENGINEER's employees who are engaged in the Services, with Employer's Liability not less than One Hundred Thousand Dollars (\$100,000) each incident;

Commercial General Bodily Injury and Property Damage Liability and Automobile liability insurance including (owned, non-owned, or hired), each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability. This policy includes Contractual Liability coverage. ENGINEER agrees to name OWNER as Additional Insured on this policy, but only to the extent of the insurance limits specified herein.

Professional Liability Insurance with limits of \$2,000,000 per claim and in the aggregate covering ENGINEER against all sums which ENGINEER may become legally obligated to pay on account of any professional liability arising out of the performance of this Agreement.

The ENGINEER agrees to provide OWNER with certificates of insurance evidencing the above described coverage prior to the start of Services hereunder and annually thereafter if requested to do written notice. Such certificates of insurance shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty (30) days advance notice to the OWNER in the event of cancellation, material change, or non-renewal.

Village of Bensenville  
Request for Proposal  
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## **Termination**

OWNER may, with or without cause, terminate the Services at any time upon ten (10) days written notice to ENGINEER. The obligation to provide further Services under this Agreement may be terminated by either party upon ten (10) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In either case, ENGINEER will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation of this contract and the attached Exhibit "A".

## **Ownership of Documents**

Sealed original drawings, specifications, final project specific calculations and other instruments of service which ENGINEER prepares and delivers to OWNER pursuant to this Agreement shall become the property of OWNER when ENGINEER has been compensated for Services rendered. OWNER shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Any other use or reuse of original or altered files shall be at OWNER's sole risk without liability or legal exposure to ENGINEER and OWNER agrees to release, defend and hold ENGINEER harmless from and against all claims or suits asserted against ENGINEER in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by ENGINEER. Nothing contained in this paragraph shall be construed as limiting or depriving ENGINEER of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.

Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

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Request for Proposal  
Jefferson Street Corridor Watermain Improvements Phases I, II & III

## **Miscellaneous**

This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and provisions of this contract document shall control. In the event of any conflict among the exhibits, the exhibit of the latest date shall govern.

This Agreement shall be governed by the laws of the State of Illinois.

ENGINEER may subcontract any portion of the Services to a subcontractor approved by OWNER. In no case shall OWNER's approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. Notwithstanding the above, ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such. Services and OWNER shall look solely to ENGINEER as if ENGINEER performed the Services.

In no event shall either party be liable to the other for indirect or consequential damages whether arising in contract, tort (including negligence), statute, or strict liability.

In the event OWNER uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.

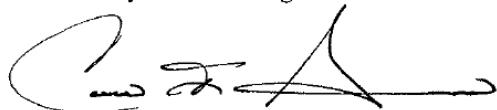
Agreement gives no rights or benefits to anyone other than OWNER and ENGINEER and does not create any third party beneficiaries to the Agreement.

Village of Bensenville  
Request for Proposal  
Jefferson Street Corridor Watermain Improvements Phases I, II & III

**Contents of Agreement**

This proposal and Exhibit A "Schedule of Hourly Rates for Employee Classifications - 2011" represent the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both parties. If this proposal satisfactorily sets forth your understanding of the arrangement between us, please sign the enclosed copy of this letter in the space provided below and return it to our office. This proposal will be open for acceptance for thirty (30) days from the date hereon unless changed by us in writing.

Thank you for allowing Trotter and Associates, Inc to provide a proposal to the Village of Bensenville.



Colin F. Shulick  
Vice- President

ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011

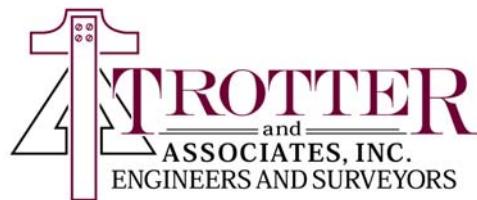
VILLAGE OF BENSENVILLE

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Attachments: Exhibit A – 2011 Schedule of Hourly Rates  
Exhibit B – Preliminary, Design and Bidding Manhour Breakdowns

H:\PROPOSAL\BENSENVILLE\2011 JEFFERSON STREET\PROPOSAL\AGREEMENT 101811.DOC



## EXHIBIT A

### Trotter and Associates, Inc. 2011 Schedule of Hourly Rates - Exhibit A

<b>Classification</b>	<b>2011 Billing Rate</b>
Principal	\$ 177.47
Senior Project Manager	\$ 170.00
Project Manager	\$ 153.00
Professional Land Surveyor	\$ 153.00
Project Coordinator	\$ 143.00
Senior Project Engineer	\$ 143.00
Engineer Level IV	\$ 134.00
Engineer Level III	\$ 126.00
Engineer Level II	\$ 106.00
Engineer Level I	\$ 89.00
Engineering Intern	\$ 42.00
Senior Technician	\$ 125.00
Technician Level IV	\$ 109.00
Technician Level III	\$ 99.00
Technician Level II	\$ 89.00
Technician Level I	\$ 80.00
Clerical Level II	\$ 62.00
Clerical Level I	\$ 50.00
Survey Crew	\$ 110.00
Survey Technician Level II	\$ 63.00
Survey Technician Level I	\$ 51.00
Sub Consultants	Cost Plus 5%
Reimbursable Expenses	Cost Plus 15%

*Note: On January 1, 2012 and yearly thereafter, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.*

**EXHIBIT B**  
**PRELIMINARY**

			<b>Bushnell</b>			
		<b>Trotter</b>	<b>Cieslca</b>	<b>Davison</b>	<b>Pfotmiller</b>	<b>SEECO</b>
		<b>Senior Project Manager</b>	<b>Senior Project Engineer</b>	<b>Technician Level III</b>	<b>Survey Crew</b>	<b>Sub-Consultants</b>
		\$ 170.00	\$ 143.00	\$ 99.00	\$ 110.00	
	<b>Project Management</b>					
413	Meeting (Client)	8	16			
415	Meeting (Minutes/Follow-Up)		8			
416	Meeting (Other/Describe)- Onsite Dipra		2			
421	Research		4			
425	Sub-Consultants/Administration		4			
	<b>Engineering and Design</b>					
502	Cost Estimates		8			
503	Data Analysis		6			
513	Design/Water Main- Concepts		16			
516	Environmental Engineering- Geotechnical				\$ 22,070.00	
531	Plan Review/Report		16			
532	Quantity Takeoffs		10			
534	Site Analysis		4			
536	Soils Analysis		3			
539	Utility Coordination		10			
	<b>Plan Production</b>					
702	Boundaries			16		
709	Drafting/Existing Topo Information			51		
724	Exhibits			20		
725	Exhibits/Concept Plan		8			
	<b>Bidding and Construction</b>					
	<b>Surveying</b>					
901	Benchmark Circuits				8	
902	Control/Monument Layout				12	
903	Control/Monument Recovery					
904	Grid or Boring Location					
905	Field Investigations				8	
906	Field Surveys				140	
907	Legal Descriptions					
					\$ 22,070.00	<b>Total</b>
		8	115	87	168	\$ 22,070.00
		\$ 1,360.00	\$ 16,445.00	\$ 8,613.00	\$ 18,480.00	\$ 22,070.00
						<b>\$ 68,192.00</b>

**EXHIBIT B**  
**DESIGN PHASE**

		<b>Bushnell</b>			
		<b>Trotter</b>	<b>Cieslica</b>	<b>Davison</b>	<b>Pfortmiller</b>
		<b>Senior Project Manager</b>	<b>Senior Project Engineer</b>	<b>Technician Level III</b>	<b>Survey Crew</b>
		\$ 170.00	\$ 143.00	\$ 99.00	\$ 110.00
	<b>Project Management</b>				
413	Meeting (Client)		16		
415	Meeting (Minutes/Follow-Up)		8		
417	Meeting (Public)		4		
419	Meeting (Scheduling/Preparation)		4		
420	Quality Assurance/Control	6			
	<b>Engineering and Design</b>				
501	Computer Calculations				
502	Cost Estimates		12		
508	Design/Revisions		10		
509	Design/Roads		8		
513	Design/Water Main		12		
526	Permits/IEPA		8		
530	Permits/Other DuPage		6		
532	Quantity Takeoffs		12		
535	Site Visit		8		
537	Specifications		24		
539	Utility Coordination		16		
	<b>Plan Production</b>				
704	Cover Sheet			3	
709	Drafting/Existing Topo Information			8	
712	Drafting/Location Maps			1	
716	Drafting/Other (Needs Description) Details			16	
721	Drafting/Utilities			8	
725	Exhibits/Concept Plan			12	
727	General Notes			3	
732	Plan and Profile Sheets			92	
737	Revisions Per Redlines			12	
738	Schedule Sheets			1	
739	Summary of Quantities Sheets			1	
740	Surface Modeling/Triangulation			6	
					<b>Total</b>
		6	148	163	0
		\$ 1,020.00	\$ 21,164.00	\$ 16,137.00	\$ - \$ 38,321.00

**EXHIBIT B**  
**BIDDING PHASE – PHASE I**

		<b>Bushnell</b>		
		<b>Senior Project Engineer</b>	<b>Sub-Consultants</b>	<b>Reimbursables</b>
		\$ 143.00	Cost Plus 5%	Cost Plus 15%
<b>Project Management</b>				
<b>Engineering and Design</b>				
<b>Bidding and Construction</b>				
801	Bid Opening	3		
802	Bid Tabulation/Review	6		
803	Bidding/Addendum	8		
804	Bidding/Conferences	4		
806	Bidding/Document Interpretation	16		
<b>Surveying</b>				
		0	0	<b>Total</b>
	37	0	0	
	\$ 5,291.00	\$ -	\$ -	\$ 5,291.00

**EXHIBIT B**  
**BIDDING AND PLAN UPDATE PHASE – PHASE II**

		<b>Senior Project Engineer</b>	<b>Technician Level III</b>	<b>Sub-Consultants</b>	<b>Reimbursables</b>	
		\$ 150.15	\$ 103.95	Cost Plus 5%	Cost Plus 15%	
	<b>Project Management</b>					
	<b>Engineering and Design</b>					
535	Site Visit	4				
	<b>Planning</b>					
	<b>Plan Production</b>					
737	Revisions Per Site Changes		5			
	<b>Bidding and Construction</b>					
801	Bid Opening	3				
802	Bid Tabulation/Review	6				
803	Bidding/Addendum	8				
804	Bidding/Conferences	4				
805	Bidding/Contracts					
806	Bidding/Document Interpretation	16				
	<b>Surveying</b>					
				0	0	<b>Total</b>
		41	5	0	0	
		\$ 6,156.15	\$ 519.75	\$ -	\$ -	\$ 6,675.90

**EXHIBIT B**  
**BIDDING AND PLAN UPDATE PHASE – PHASE III**

		Senior Project Engineer	Technician Level III	Sub- Consultants	Reimbursables	
		\$ 157.66	\$ 109.15	Cost Plus 5%	Cost Plus 15%	
	<b>Project Management</b>					
	<b>Engineering and Design</b>					
535	Site Visit	4				
	<b>Planning</b>					
	<b>Plan Production</b>					
737	Revisions Per Site Changes		4			
	<b>Bidding and Construction</b>					
801	Bid Opening	3				
802	Bid Tabulation/Review	6				
803	Bidding/Addendum	8				
804	Bidding/Conferences	4				
805	Bidding/Contracts					
806	Bidding/Document Interpretation	16				
	<b>Surveying</b>					
				0	0	<b>Total</b>
		41	4	0	0	
		\$ 6,463.96	\$ 436.59	\$ -	\$ -	\$ 6,900.55

**TYPE:** Resolution    **SUBMITTED BY:** Joe Caracci    **DATE:** 10/19/2011

**DESCRIPTION:** Resolution to waive competitive bidding and approve the purchase of a Bobcat S100 with snow attachments from Atlas Bobcat of Schiller Park in the amount of \$33,077

**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>

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**ASSIGNED COMMITTEE: I&E**

**DATE: 10/18/2011**

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**BACKGROUND:**

As part of our newly proposed snow management plan, sidewalk shoveling would be required on nearly nine miles of sidewalk throughout the Village with a focus on Village owned properties, Town Center, major corridors and school zones. In order to efficiently and effectively clear these sidewalks with an improved level of service, new equipment is necessary. Our existing equipment is nearly 27 years old and has reached the end of its useful life. Staff has identified the Bobcat S100 Skid-Steer Loader with snow attachments (heated enclosure, snow blower, snow blade, general purpose bucket, and angle broom) as the most economical piece of equipment that should serve our needs.

Following the discussion on the sidewalk snow plan during the 10/18/11 I&E Meeting, staff is working on an updated map incorporating Committee comments on addressing snow removal needs on Irving Park Road and Grand Avenue. Staff will present the updated maps to the Board prior to sending notification to residents through the utility bill.

**KEY ISSUES:**

After performing research on a number of pieces of equipment, we feel that the use of two Bobcats with the appropriate attachments can yield us a service time less than 24 hours after the snowfall ends. Specialty snow equipment prices ranged from \$40,000 to \$150,000. The Bobcat machines can provide the maneuverability necessary to get to out tight spots near town hall, while also allowing for the expeditious removal of long stretches near school zones and along York Road.

In an attempt to keep initial costs down, we have decided to attempt to use a bobcat from our existing fleet work as the second piece of equipment. We currently possess a similar sized bobcat with a plow and broom attachment that we feel may work for this upcoming winter. This option would also give us the opportunity to make sure that this style of equipment will actually provide the best fit for our operation.

Bobcat operates under a territorial program and therefore the purchase comes from a sole source provider. As such, we must formally waive competitive bidding on this piece of equipment. The cost of the recommended Bobcat S100 with snow attachments is \$33,070.

**ALTERNATIVES:**

Village Board discretion

**RECOMMENDATION:**

Staff recommends the purchase of one Bobcat S100 with snow attachments.

**BUDGET IMPACT:**

\$70,000 was budgeted in the FY2011 budget for the purchase of snow equipment.

**ACTION REQUIRED:**

Resolution to waive competitive bidding and approve the purchase of a Bobcat S100 with snow attachments from Atlas Bobcat of Schiller Park in the amount of \$33,077



## Product Quotation

Quotation Number: 8973E08976

Date: 2011-10-19 15:52:53

Ship to	Bobcat Dealer	Bill To
City of Bensenville Attn: Vince English 717 E. Jefferson St. Bensenville, IL 60106 Phone: (630) 350-3435	Atlas Bobcat, Schiller Park, IL 5000 NORTH RIVER ROAD SCHILLER PARK IL 60176-1021 Phone: (847) 678-3633 Fax: (847) 678-3587	City of Bensenville Attn: Vince English 717 E. Jefferson St. Bensenville, IL 60106 Phone: (630) 350-3435
<hr/>		
Contact: Todd Swartz Phone: 847-678-3633 Fax: 847-678-3587 Cellular: 847-529-1191 E Mail: tswartz@atlasbobcat.com		

Description	Part No	Qty	Price Ea.	Total
<b>S100 Bobcat Skid-Steer Loader</b>	7153976	1	\$16,848.00	\$16,848.00
35.5 HP Interim Tier IV Diesel Engine				
Auxiliary Hydraulics				
Backup Alarm				
Bob-Tach				
Bobcat Interlock Control System (BICS)				
Controls: Bobcat Standard				
Engine/Hydraulic Systems Shutdown				
Glow Plugs (automatically activated)				
Horn				
Instrumentation: Hourmeter, Engine Temperature and Fuel				
Gauges, Warning Lights				
Lift Arm Support				
Lift Path: Radius				
Selectable Joystick Controls (SJC) with 2 Speed, Cab	7153976-SJCHTSS	1	\$3,682.00	\$3,682.00
Enclosure with Heater, and Suspension Seat				
SB150 Snowblower - 48" Width	M7008	1	\$3,273.00	\$3,273.00
--- Attachment Control Kit, 14-Pin (S100)	7143064	1	\$577.00	\$577.00
60" Snow Blade	6906107	1	\$1,477.00	\$1,477.00
--- Rubber Cutting Edge Kit, 60"	6906117	1	\$278.00	\$278.00
68" Angle Broom	6905805	1	\$4,087.00	\$4,087.00
50" General Purpose Bucket	7114582	1	\$448.00	\$448.00
<b>Total of Items Quoted</b>				<b>\$30,670.00</b>
Dealer P.D.I.				<b>\$445.00</b>
Freight Charges				<b>\$1,650.00</b>
Dealer Assembly Charges				<b>\$312.00</b>
Quote Total - US dollars				<b>\$33,077.00</b>

**Notes:**

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

**Customer Acceptance:**

Purchase Order: \_\_\_\_\_

**Authorized Signature:**

**Print:** \_\_\_\_\_ **Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_





**Resolution No.**

**Resolution to Waive Competitive Bidding and  
Approve the Purchase of a Bobcat S100 with Snow Attachments from  
Atlas Bobcat of Schiller Park in the amount of \$33,077**

WHEREAS the Village of Bensenville has, as part of its snow management plan, identified sidewalks that the Village will assume snow clearing responsibilities of, and

WHEREAS in order to properly clear the sidewalks in an efficient and effective manner, certain pieces of equipment must be purchased, and

WHEREAS a Bobcat S100 with snow attachments was identified as the most economical piece of equipment to serve the needs of the Village, and

WHEREAS Bobcat operates under a territorial purchasing program and therefore is considered a sole source provider of the referenced piece of equipment.

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 waives competitive bidding on the purchase of one Bobcat S100 Skid Steer, and

THAT the Village Board authorizes the sole source purchase of a Bobcat S100 with snow attachments from Atlas Bobcat of Schiller Park, IL in the amount of \$33,077, and

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents necessary.

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

APPROVED:

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Frank Soto  
Village President

ATTEST:

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Village Clerk

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**TYPE:** Motion **SUBMITTED BY:** Village Manager **DATE:** October 21, 2011

**DESCRIPTION:** Motion to authorize out-of-state travel for Trustee Wesseler in accordance with the Exception Procedure for Out-of-State Travel to attend the National League of Cities – Congress of Cities and Exposition in Phoenix, Arizona from November 9-12.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:** I&E Approved 3-0 (2 abstentions) **DATE:** 10/11/11

**BACKGROUND**

On September 27, 2011 the Village Board approved Resolution 98-2011 prohibiting out-of-state travel by the Village Board of Trustees and Village Clerk and adopting an exception procedure to authorize Trustee and Clerk travel reimbursement. According to the exception procedure (attached), travel may be permitted by a majority vote of the Village Board (excluding the requesting Trustee) in special situations where the organization and community stand to benefit from the travel.

Trustee Wesseler's request was approved at the October 11, 2011 I&E Committee meeting (vote of 3-0, 2 abstentions). Now the request must be formally approved by the Village Board. If approved, within 30 days after the travel the Trustee must report on the benefits of the travel during a Board meeting and follow the approved reimbursement guidelines.

**KEY ISSUES:**

The National League of Cities (NLC) represents over 19,000 municipalities and is dedicated to helping city leaders build better communities. The NLC advocates for municipal interests through lobbying in Washington DC and provides programs and services to local leaders.

The NLC's Congress of Cities and Exposition conference explores the most pressing challenges facing municipalities today. The conference schedule includes four concurrent conferences on Infrastructure, Economic Development, Green Cities and Families. Each track includes keynote speakers, workshops and peer networking sessions.

**ALTERNATIVES:**

Discretion of the Board.

**RECOMMENDATION:**

Discretion of the Board.

**BUDGET IMPACT:**

Estimated costs of the conference will be provided by Trustee Wesseler.

**ACTION REQUIRED:**

Motion to authorize Trustee out-of-state travel in accordance with the Exception Procedure.

## **Village of Bensenville Exception Procedure for Board of Trustees and Village Clerk Out-of-State Travel**

### **PURPOSE**

The Village of Bensenville authorizes the Village President and staff to travel out-of-state for conferences, training and business meetings that may be necessary in order to achieve the Mission of the Village Government and its Strategic Planning Goals. Out-of-state travel for members of the Village Board and the Village Clerk is not permitted. However, the Village of Bensenville recognizes that in certain situations, travel by members of the Village Board and the Village Clerk may also benefit the organization and community. As such, the purpose of this exception procedure is to define the process to allow Village of Bensenville funds to pay for out-of-state travel for members of the Board of Trustees and the Village Clerk.

### **JUSTIFICATION**

Trustee travel reimbursement shall be approved as an exception by the Village Board and Village Clerk. In advance of registration, the requesting Trustee or Village Clerk shall prepare a written justification to the Village Board, outlining how the meeting/conference/training program will benefit the organization or community. The justification should also articulate the requesting Trustees or Village Clerk's unique qualifications or expertise in the subject area or issue being presented at the program. The written request shall include a detailed itinerary of the activities to be performed during the travel and the full costs associated with the request. The written justification and reimbursement request shall be submitted to the Village Manager and placed on a Board of Trustees Meeting agenda. The requesting Trustee or Village Clerk shall provide an oral presentation justifying their request to the Board. Following the presentation, a majority of the Trustees present at the meeting, exclusive of the requesting Trustee, shall vote to authorize the out-of-state travel request.

### **REPORTING**

If a Trustee or the Village Clerk receives authorization for out-of-state travel, within 30 days of their return the Trustee or Village Clerk shall file a written report identifying the direct benefits received by the Village Government from the travel. This after-travel report shall also be placed on a Board of Trustees Meeting agenda and be presented orally by the Trustee or Village Clerk.

### **REIMBURSEMENT**

In order to qualify for travel reimbursement of any kind, the travelling Trustee or Village Clerk must have participated in the entire event at which they were authorized to attend. All expenses ancillary to any conference or training registration fees (i.e. mileage reimbursement, airplane ticket, hotel reservation, food per diem, etc.) shall be approved by the Board of Trustees prior to the travel following the guidelines attached. In general, expenses should only be incurred that are reasonable and necessary for the reason for travel. Where applicable, IRS rates will apply for mileage reimbursement and USGSA rates will be given for per diems. Per diem worksheets shall be completed and approved as part of the written request to the board. Original, itemized receipts and documentation must be provided with the after-travel report for all requested reimbursements. Unless otherwise approved by the Village Manager, ticketing and accommodations shall be coordinated by staff.

**Village of Bensenville - Board of Trustees Out-of-State Travel Policy**

**Reimbursement Guidelines**

**Eligible Expense Reimbursement**

1. Mileage reimbursement to and from the airport or destination (if driving personal vehicle);
2. Airport parking costs;
3. Necessary tolls; and
4. Taxi, shuttle, or bus fare from the airport to and from the hotel and conference or event.

**Expenses NOT Reimbursable**

1. Rental cars;
2. Additional costs incurred while an elected official is not participating in the authorized conference or event, e.g. sightseeing, shopping, golfing, etc.;
3. Additional costs for friends, family, or other non-Village officials;
4. Hotel amenities such as in-room service, movies, or laundry;
5. Alcohol and entertainment; and
6. Additional costs if the Trustee or Village Clerk stays beyond dates of the conference or event (however airfare costs will be reimbursed if cheaper rate).

RESOLUTION NO. R- 98-2011

**A RESOLUTION PROHIBITING OUT-OF-STATE TRAVEL FOR THE BOARD OF  
TRUSTEES AND VILLAGE CLERK AND  
ADOPTING A CORRESPONDING EXCEPTION PROCEDURE**

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 adopt certain policies and permit certain exceptions in furtherance of their role as stewards of the taxpayer dollar; and

WHEREAS, the VILLAGE authorizes the Village President and staff to travel out-of-state for conferences, training and business meetings that may be necessary in order to achieve the Mission of the Village Government and its Strategic Planning Goals; and

WHEREAS, the VILLAGE does not permit out-of-state travel for members of the Village Board or the Village Clerk; and

WHEREAS, the VILLAGE recognizes in certain situations, travel by members of the Village Board or Village Clerk may also benefit the organization and community; and

WHEREAS, the VILLAGE desires to define an exception procedure to allow Village of Bensenville funds to pay for out-of-state travel for members of the Board of Trustees and Village Clerk.

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.

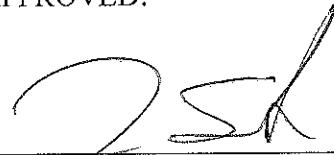
**SECTION TWO:** Out-of-State travel by the Village Board of Trustees and the Village Clerk is hereby prohibited.

**SECTION TWO:** The Village Board of Trustees is hereby authorized to approve an exception procedure to authorize Trustee and Village Clerk travel reimbursement in accordance with the "Exception Procedure for Board of Trustees and Village Clerk Out-of-State Travel" attached hereto and incorporated herein by reference as Exhibit "A."

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 27th day of September 2011.

APPROVED:



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Frank Soto, Village President

ATTEST:



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Corey Williamsen, Acting Village Clerk

Ayes: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler

Nays: None

Absent: None

**TYPE:** Demonstration

**SUBMITTED BY:** Don Schultz **DATE:** 10-19-11

**DESCRIPTION:** Demonstration to the Board on the Village's new Global Connect mass emergency notification system

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input 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 checked="" type="checkbox"/>	Safe and Beautiful Village	<input type="checkbox"/>	Vibrant Major Corridors

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**COMMITTEE ACTION:** Board Presentation

**DATE:** 10/25/11

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**BACKGROUND**

After major emergency events in recent years including flooding, storms, and blizzards, the Village Board included funds for a public notification system in the 2011 Budget. The EMA Coordinator contacted several vendors that provide such a system, and after looking into each system and their related costs, the Village selected Global Connect.

The timely notification to our residents and businesses with vital protective information should prove invaluable, before, during, and after an emergency or disaster event.

**KEY ISSUES:**

The Global Connect system uses a 911 data base which provides the most comprehensive list of phone numbers available, to reach the greatest number of businesses and residents. This data base can be added to via a link on our Village web page or contacting the EMA office with phone number update information. The system will be accessible by a controlled number of Village personnel for the stated emergency notification purposes. The system can provide an "all call" or be very selective on geographical areas we contact depending on the emergency event circumstances.

We can select and notify groups, such as Village staff, the schools, EMA volunteers about emergency events as they might apply to those groups.

The system also provides statistical data on its performance, reporting who was contacted, call backs, no answers, as part of the features. In addition to phone numbers from the 911 data base, the Global Connect system also allows the public to sign up their cell phones for voice and text alerts.

**ALTERNATIVES:**

Board Discretion.

**RECOMMENDATION:**

Provide feedback on the demonstration.

**BUDGET IMPACT:**

Costs for the Global Connect system were under the budgeted amount.

**ACTION REQUIRED:**

Demonstration to be provided by EMA Coordinator.

**TYPE:** Demonstration

**SUBMITTED BY:** Village Manager **DATE:** 10-19-11

**DESCRIPTION:** Demonstration by Baecore of the Village Board CRM Scorecard.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input 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 checked="" type="checkbox"/>	Safe and Beautiful Village	<input type="checkbox"/>	Vibrant Major Corridors

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**COMMITTEE ACTION:** Board Presentation

**DATE:** 10/25/11

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**BACKGROUND**

The Village utilizes the services of the Baecore Group for technology implementation and support surrounding many key Village processes. Among those processes has been the implementation of a citizen relationship management (CRM) program through our MUNIS system. The CRM tracks requests for service both internally and externally. One of the highlights of our CRM system is the ability to track requests, measure how much time they take to complete, and view trends all in real time.

Baecore recently created a “CRM Scorecard” that will allow the Village Board to access CRM data from a Village and Department-wide basis. This item will be a demonstration from Baecore rolling out the CRM Scorecard to the Board.

**KEY ISSUES:**

The CRM Scorecard presented by Baecore will be accessible by the Village Board for real time monitoring and reporting of Village requests for service originating from residents, internal and external customers, and Trustees. The Board is encouraged to ask questions and provide input on the format and reporting presented in the CRM Scorecard.

**ALTERNATIVES:**

Board input on the functionality of the CRM Scorecard.

**RECOMMENDATION:**

Provide feedback on the demonstration.

**BUDGET IMPACT:**

The CRM Scorecard is part of the Baecore Workplan in the 2011 Budget.

**ACTION REQUIRED:**

Demonstration to be provided by Baecore.