



VILLAGE OF BENSENVILLE

Village Board

President

Frank Soto

Trustees

Morris Bartlett

Robert "Bob" Jarecki

Martin O'Connell III

Oronzo Peconio

JoEllen Ridder

Henry Wesseler

Village Clerk

Susan Janowiak

Village Manager

Michael Cassady

Village of Bensenville, Illinois

BOARD OF TRUSTEES

MEETING AGENDA

6:30 P.M. Tuesday, June 26, 2012

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
June 12, 2012 Board of Trustees
- VI. WARRANT – June 26, 2012 #12/12 \$1,518,708.04
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
 1. *Ordinances Approving Variances From the Zoning Ordinance as a Result of an IDOT Taking of Property at 10 West Irving Park Road, Bensenville, Illinois, Irving's Auto and Truck Center*
 2. *Ordinance Amending Title 10, Chapter 18, "Sign Regulations," of the Bensenville Village Code*
 3. *Resolution Authorizing the Execution of a Contract to Arrow Road Construction Co. for the 2012 Pavement Patching Program in the Amount of \$89,735*
 4. *Resolution Authorizing the Execution of a Contract to Strada Construction Company for the 2012 Sidewalk Replacement Program in the Amount of \$38,218.50*
 5. *Ordinance Amending the Position of Part-Time Police Officer for the Village of Bensenville*
 6. *Resolution Authorizing the Execution of a Contract with FMG Architects, Inc. for Architectural Services for a Space Needs and*

*Feasibility Study for a Shared Police Facility in the Amount of
\$39,850.00*

VIII. REPORTS OF STANDING COMMITTEES

A. Community and Economic Development Committee

- 1. Ordinance Denying Variances from the Zoning Ordinance as a Result of an IDOT Taking of Property at 104 W. Irving Park Road, Bensenville, Illinois, Midwest Eurosport*
- 2. Ordinance Denying a Request to Amend Title 10, Chapter 7, Article D. C-4 Regional Destination PUD Commercial District to Allow Outdoor Storage as a Principal Use*
- 3. Ordinance Approving the Grant of a Conditional Use Permit to Allow Motor Vehicle Repair (Major & Minor) and Denying Requested Variances at 680 Industrial Drive, Bensenville, Illinois*

B. Infrastructure and Environment Committee

- 1. Resolution Authorizing the Execution of a Contract to Al Warren Oil Company, Inc. For Providing a Temporary Fuel Island and Fleet Fueling Services*
- 2. Resolution Authorizing the Execution of a Contract to Corrective Asphalt Materials (CAM) LLC, for Pavement Preventative Maintenance Services in the Amount of \$48,902.58*
- 3. Resolution Concerning the Determination of the Bensenville Village Board that Change Order Number One with Stark and Son Trenching for an Increase of \$122,486 is Required for the Jefferson Street Corridor Water Main Replacement - Phase I for a Revised Contract Cost of \$990,704.*

C. Administration, Finance and Legislation Committee

- 1. Resolution Receiving and Placing on File the Village of Bensenville Comprehensive Annual Financial Report, Single Audit Report and Management Letter for Fiscal Year End December 31, 2011*

D. Public Safety Committee – No Report

E. Recreation and Community Building Committee – No Report

F. Technology Committee

1. Information Technology Services:

- A. Resolution Approving the Engagement of PC Discovery for Information Technology Support and Operations Services for an Amount not to Exceed \$80,708.29*

- B. *Resolution Approving the Engagement of the Baecore Group Inc. for Technology Officer Services for an Amount not to Exceed \$50,000.*

IX. INFORMATION ITEMS

A. PRESIDENT'S REMARKS

B. VILLAGE MANAGER'S REPORT

1. Introduction of Civil Engineer, Mehul Patel

2. Direct Staff to Prepare an Ordinance for the July 17, 2012 Village Board Meeting Authorizing a Referendum Question to be Placed on the November 6, 2012 Ballot Regarding Municipal Electric Aggregation

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

June 12, 2012

CALL TO ORDER: 1. In absence of President Soto, Trustee Ridder called the meeting to order at 6:30p.m.

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

Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wessler

Absent: President Soto

A quorum was present.

Motion: Trustee Jarecki made a motion to appoint Trustee Ridder as President Pro Temp. Trustee O'Connell seconded the motion.

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wessler

NAYS: None

All were in favor. Motion carried.

PUBLIC COMMENT: There was no public comment.

Bensenville EMA Coordinator, Don Schultz, presented certificates for the completion of the Citizens Emergency Response Training to Lisa Breiter, Yuri Cynbalisty, John Denna, Denise Gallagher, Karen Ellen James, Christine Jordan, Debbie Koster, Carmen Mirandola, Denise Netzel, Wendy Rebmann, and Dave Wold.

Bensenville EMA Coordinator, Don Schultz, also presented the bronze President's Volunteer Service Award to Deborah Koster for completing 250 volunteer hours, the gold President's Volunteer Service Award to Angel Ramirez for 500 plus volunteer hours, and the life time President's Volunteer Service Award to Dan Rosenwinkel for 4000 plus volunteer hours.

**APPROVAL OF
MINUTES:**

3. The May 22, 2012 Village Board Meeting minutes were presented.

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

All were in favor. Motion carried.

**WARRANT NO.
12/11:**

4. President Pro Tem Ridder presented **Warrant No. 12/11** in the amount of \$1,366,803.88.

Motion: Trustee Bartlett made a motion to approve the warrant as presented. Trustee Jarecki seconded the motion.

ROLL CALL:

AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wessler

NAYS: None

All were in favor. Motion carried.

Motion: 5. Trustee Wessler made a motion to set the Consent Agenda as presented. Trustee O'Connell seconded the motion.

All were in favor. Motion carried.

**Resolution No.
R-58-2012:**

Resolution Approving a Contract for Installation of Security Gates at the Public Works Facility with Cardinal Fence, Inc. of Bensenville in the not to exceed amount of #23,571. (Consent Agenda)

**Resolution No.
R-59-2012:**

Resolution Authorizing an Amendment to Our Existing Contract with First Transit, Inc. to Reflect a Reduction in Cost for the Dial-A-Bus Program in the Amount of \$50,990. (Consent Agenda)

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

ROLL CALL:

AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wessler

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-60-2012:**

6. President Pro Tem Ridder gave the summarization of the action contemplated in **Resolution No. R-60-2012** entitled **A Resolution Concerning the Determination of the Bensenville Village Board that Change Order Number One with Kamp Synergy, LLC for an Increase of \$24,400 is Required for the SCADA System Implementation for a Revised Contract Cost of \$586,765.**

Trustee Wessler asked for clarification of why this item was not on the consent agenda. Director of Public Works, Joe Caracci, stated the cost of the amendment had increased an additional \$3,500 since being presented in Committee.

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

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wessler

NAYS: None

All were in favor. Motion carried.

**Resolution No
R-61-2012:**

7. President Pro Tem Ridder gave the summarization of the action contemplated in **Resolution No. R- 61-2012** entitled **A Resolution Approving a Labor-Management Union Contract Agreement Between the Village of Bensenville and Metropolitan Alliance of Police – Bensenville Police Chapter #165 (Patrol) for May 1, 2012 – April 30, 2012.**

Motion: Trustee O'Connell made a motion to approve the resolution as presented. Trustee Jarecki seconded the motion.

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wessler

NAYS: None

All were in favor. Motion carried.

**Resolution No
R-62-2012:**

- 8 President Pro Tem Ridder gave the summarization of the action contemplated in **Resolution No. R- 62-2012** entitled **A Resolution Approving a Labor-Management Union Contract Agreement Between the Village of Bensenville and Teamsters Local #700 – Law Enforcement Division (Sergeants) for May 1, 2012 – April 30, 2012.**

Minutes of the Village Board Meeting
June 12, 2012 Page 4

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

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wessler

NAYS: None

All were in favor. Motion carried.

**PRESIDENTIAL
REMARKS:**

President Pro Tem Ridder announced Music in the Park will be starting on Wednesday June 12, 2012 and encourages all Residents to attend.

President Pro Tem Ridder encouraged everyone to get together and consider building a float for the Village's Libertyfest Parade on the 4th of July. This year the Village is having a float contest with prizes for the best community group entry, best children's float, best neighborhood float, awards for bicycle decorating, novelty entries and band. Applications and additional information is available on the Village's website. President Pro Tem Ridder stated a great way to build a float is to get your neighborhood together at a block party. Block party permits are available through the Village Clerk's Office.

**MANAGERS
REPORT:**

**Resolution No
R-63-2012:**

- 9 President Pro Tem Ridder gave the summarization of the action contemplated in **Resolution No. R- 63-2012** entitled **A Resolution Authorizing an Intergovernmental Agreement Between the Village of Bensenville and Bensenville Elementary School District Number 2.**

Motion: Trustee Jarecki made a motion to approve the resolution as presented. Trustee O'Connell seconded the motion.

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wessler

NAYS: None

All were in favor. Motion carried.

Village Manager, Michael Cassady, announced The Village of Bensenville, Bensenville Park District and Mohawk Elementary School and currently in the process of receiving a grant to help develop the property at Mohawk School once it closes.

Trustee Peconio expressed his concerns with the proposed plans to the area and asked Mr. Cassady to keep the Village Board informed of future meetings regarding the development.

Trustee Wessler stated he attended the meeting held at the Bensenville Park District regarding the proposed plans and feel that the majority of the Residents in the area are in favor of the current plans. Trustee Wessler also asked to be informed of future meetings regarding the development.

**UNFINISHED
BUSINESS:**

There was no unfinished business.

NEW BUSINESS:

Village Clerk, Susan Janowiak, announced the Village Clerk's Office, along with Trustee Ridder held offsite vehicle stickers to Seniors at their monthly lunch at Monty's along with visits to Castle Towers and Bridgeway in town. The Clerk's Office, along with trustee Ridder had a total of eighty-five vehicle sticker sales to the Seniors.

**EXECUTIVE
SESSION:**

Village Attorney, Pat Bond, stated there was no need for an executive session.

ADJOURNMENT:

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

All were in favor. Motion carried.

President Pro Tem Ridder adjourned the meeting at 6:55 p.m.

Susan Janowiak
Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, June, 2012

TYPE: Ordinance **SUBMITTED BY:** S. Viger **DATE:** 06.20.12

DESCRIPTION: Consider a request for several variances to allow parking in the required front and corner side yards, to reduce the front and corner side yard parking setbacks, to reduce the frontage (landscape) strip on Irving park Road and Center Street, to allow a garbage corral in the corner side yard, and to allow a curbcut wider than the maximum 35' width for 10 W. Irving Park, LLC (Jim Kisane) located at 10 W. Irving Park Road in an existing C-2 Highway Commercial District.

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 checked="" type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION: Commercial and Economic Development
Unanimous (5-0) approval

DATE: 06.19.12

BACKGROUND:

The property in question, 10 W. Irving Park Road, has been an auto repair shop for many years; the current operator, Irvings Auto and Truck Center, has been in the facility since 1980. The Irving Park and York Roads grade separation is severely impacting the site; IDOT is "taking" a portion of the property and is also acquiring a construction easement. The applicant is seeking to gain approval for a redesign of the existing site as proposed by IDOT.

KEY ISSUES:

The applicant has stated that without the variances it would be difficult for them to continue their business at this location. The situation highlights the balancing act between accommodating our long standing businesses and providing a "Vibrant Major Corridor". The property in question is near the gateway to the Village and will set the tone for the community aesthetic along our Irving Park Road commercial corridor. Staff and the applicant have worked together to create the "win – win" plan that is presented for Village Board consideration.

ALTERNATIVES:

1. Committee discretion.
2. Deny the Variances request.
3. Remand the request back to the Community Development Commission.

RECOMMENDATION: Staff respectfully recommends approval of the requested variances with the condition identified below. At the 06.11.12 Public Hearing one member of the public spoke in support of the requests and the Community Development Commission voted (5 - 0) to recommend approval of the variances with the condition recommended by the Village staff as found in the staff report:

1. The property shall be developed and utilized in substantial conformance to the plans submitted as part of this application prepared by Thomas Budzik Architecture dated 05.11.12

At the 06.19.12 Committee meeting the CEDC voted unanimously (5-0) to approve the requested variances with the condition recommended by staff and the CDC.

BUDGET IMPACT: N/A

ACTION REQUIRED: Approval of the Ordinance approving the Variances and conditions as recommended by staff and the CDC.

ORDINANCE # _____

**AN ORDINANCE APPROVING VARIANCES
FROM THE ZONING ORDINANCE AS A RESULT OF
AN IDOT TAKING OF PROPERTY AT
10 W. IRVING PARK ROAD, BENSENVILLE, ILLINOIS**

WHEREAS, as a result of a taking of a portion of its property by the Illinois Department of Transportation, 10 W. Irving Park, LLC (“Owner”) filed an application seeking variances from the *Village of Bensenville Zoning Ordinance* (“Zoning Ordinance”) for property located at 10 W. Irving Park Road, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained in the files for this property in the Community and Economic Development Department; and

WHEREAS, the variances sought by the Owner are to allow parking in the front and corner side yards in the C-2 Highway Commercial District (Section 10-7B-4B), to reduce the front yard (parking) setback from ten feet to six feet, seven inches on Irving Park Road, and from ten feet to zero feet on Center Street (Section 10-7B-4B), to reduce the required frontage (landscape) strip from six feet to three feet, eight inches in width on Irving Park Road and from six feet to zero feet in width on Center Street (Section 10-12-2B), to allow construction of a garbage corral in the corner side yard (Section 10-14-13B-1(b)), and to extend the maximum allowed curbcut of thirty feet to thirty seven feet (Section 10-11-8-2E(2)); and

WHEREAS, Notice of Public Hearing with respect to the requested variances was published in the Daily Herald, it being a newspaper of general circulation in the Village of Bensenville (the “Village”) and all other notice as required was made, as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on June 11, 2012, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, following the hearing, the Community Development Commission voted unanimously to approve the request for the variances as applied for, based on its adoption of the findings of fact submitted by Village Staff, and forwarded its recommendations, including the Staff Report and findings relative to the variations, to the Village Board’s Community and

Economic Development Committee, which concurred in the recommendation made therein, as are attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested variances is consistent with the *Bensenville Village Code*.

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

SECTION ONE: That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

SECTION TWO: That the Subject Property is currently zoned under the Zoning Ordinance as C-2 Highway Commercial District, and that it is used for motor vehicle repair (major & minor) as a legal non-conforming use, which zoning classification and use shall remain in effect subject to the variances granted herein.

SECTION THREE: That the Staff Report and Recommendation to approve the variances sought as adopted by the Community Development Commission as its finding of facts, are adopted by the President and Board of Trustees; the Board of Trustees finding that the following variances are proper and necessary: (1) to allow parking the front and corner side yards in the C-2 Highway Commercial District (Section 10-7B-4B), (2) to reduce the front yard (parking) setback from ten feet to 6 feet, seven inches on Irving Park Road, and from ten feet to zero feet on Center Street (Section 10-7B-4B), (3) to reduce the required frontage (landscape) strip from six feet to three feet, eight inches in width on Irving Park Road and from six feet to zero feet in width on Center Street (Section 10-12-2B), (4) to allow construction of a garbage corral in the corner side yard (Section 10-14-13B-1(b)), and (5) to extend the maximum allowed curbcut of thirty feet to thirty seven feet (Section 10-11-8-2E(2)); said variances to be allowed subject to the condition that the Subject Property is developed and utilized in substantial conformance with the plans prepared by Thomas Budzik Architecture dated May 11, 2012.

SECTION FOUR: That all requirements of the Zoning Ordinance shall be applicable except as varied by the variances granted herein.

SECTION FIVE: The term and condition set forth in this Ordinance are deemed to be a fundamental element of the relief granted herein, and are intended by the Village and the Owner to run with the Subject Property.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 26th day of June, 2012.

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

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ORDINANCE # _____
EXHIBIT "A" LEGAL DESCRIPTION

The Legal Description of the property is as follows:

LOTS 3 & 4 (EXCEPT THAT PART OF LOTS 3 & 4 LYING NORTH OF THE ARC OF A CIRCLE CONVEX NORTHERLY, HAVING A RADIUS OF 5,689.65 FEET PASSING THROUGH THE WEST LINE OF SAID LOT 4 AT A POINT 6.924 FEET SOUTH OF THE NORTHWEST CORNER THEREOF AND PASSING THROUGH THE EAST LINE OF LOT 3 AT THE POINT 6.95 FEET SOUTH OF THE NORTHEAST CORNER) IN BLOCK 1 IN THE HOMESTEAD, BEING A SUBDIVISION OF THE PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1925 AS DOCUMENT 195710 IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 10 W. Irving Park Road, Bensenville, IL 60106



COMMUNITY DEVELOPMENT COMMISSION

STAFF REPORT

HEARING DATE: June 11, 2012
CASE #: 2012- 17
PROPERTY: 10 W. Irving Park Road
PROPERTY OWNER & APPLICANT: 10 W. Irving Park Road, LLC
ACREAGE: 15,158.88 Square Ft (approx. 0.348 Acres)
PIN NUMBERS: 03 - 14 - 213 - 001
REQUEST: Variances to:

1. Allow parking in the Front & Corner Side Yards in a C - 2 District (Municipal Code Section 10 - 7B-4B) and,
2. Reduce the front yard (parking) setback from 10' to 6'- 7" on Irving Park Road and from 10' to zero feet on Center Street (Section 10 - 7B-4B) and,
3. Reduce the required Frontage (landscape) strip from 6' to 3'-8" on Irving Park Road and from 6' to zero feet on Center Street (Section 10 - 12 - 2B) and,
4. Allow the construction of garbage corral in the Corner Side Yard of the subject property (Section 10-14-13B-1) and,
5. Extend the maximum allowed curbcut of 35' to 37.5' (Section 10 - 11 - 8 - 2E).

SUMMARY:

The property in question contains Irving Auto Repair and is zoned C-2 Highway Commercial. The Applicant has been in operation at the property in question since 1980. The Illinois Department of Transportation (IDOT) will be taking a portion of the property for the Irving Park and York Road grade separation. The Applicant is seeking the aforementioned five variances to prevent a non-conforming site after the IDOT taking.

Four of the five variances are to reduce the setbacks for parking and landscaping. The fifth variance refers to the width of the curbcut along Center Street. This curbcut exceeds the maximum allowed curbcut in a commercial district by 2.5 feet. If these variances are not approved, the Applicant states that they will be forced to relocate.

PUBLIC NOTICE:

1. A Legal Notice was published in the Daily Herald on Saturday, May 26, 2012. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development department during regular business hours.
2. On Thursday, May 24, 2012 Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way.
3. On Thursday, May 24, 2012 Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

DEPARTMENT COMMENTS:

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 checked="" type="checkbox"/>	Vibrant Major Corridors

SURROUNDING LAND USE:

	Comprehensive Plan	Zoning	Land Use	Jurisdiction
Site	Commercial	C-2	Motor-Vehicle Repair Shop/Commercial	Village of Bensenville
North	Commercial	C-2	Commercial	Village of Bensenville
South	Residential	RS-5	Mixed Residential	Village of Bensenville
East	Commercial	C-2	Residential	Village of Bensenville
West	Commercial	C-2	Motor-Vehicle Repair Shop/Commercial	Village of Bensenville

Public Works: No concerns.

Engineering: No concerns.

Finance: No outstanding bills.

Police: No Police issues.

Community & Economic Development:

Economic Development

1. As the Irving Park Road corridor is improved, it will create an opportunity to showcase Bensenville businesses along the corridor.

Inspectional Services

2. No fire safety issues.

Building

3. Non-conforming multi-tenanted, pole sign is not allowed to be relocated.

Community Development

4. The property in question is located on the south side of Irving Park Road. It is in compliance with the Comprehensive Plan and is zoned C-2 Highway Commercial.
5. The Applicant has operated at the subject property for approximately 32 years.
6. The variances are necessary to prevent a non-conforming site subsequent to the IDOT taking. The IDOT taking is approximately 1,463 SF for the expanded right of way of Irving Park Road and 405 feet for a temporary easement.
7. The subject property contains an auto repair shop with 6 service bays requiring a minimum of 12 parking spaces.

8. The proposed arrangement of the parking stalls is due to the IDOT expansion of Irving Park Road. The only feasible way to maintain the code-required amount of parking is by placing the stalls in the setbacks of the front and corner side yards.
9. The requested setback variance along Irving Park Road is an improvement from the existing parking setback of 0'. The proposed site plan indicates the construction of a frontage strip increasing the parking setback along Irving Park Road from 0' to 4'-11", 0' to 3' – 8" and 0' to 6'-7" for the respective portions moving east to west along the frontage. Although these increases remain less than the required 10' parking setback and the 6' required frontage (landscape) strip, it is an improvement despite the IDOT taking.
10. The requested setback variance along Center Street is due to an existing situation. The required 24' driveway aisle has dictated the existing setback of 0'. Staff is unaware of any previous setback variances on the subject property.
11. The proposed plan eliminates one of the three curbcuts on the site. The curbcut to be removed is along Center Street and is 27.79' wide. The remaining curbcut on Center Street will be widened from 34.09' to 37.75'. The maximum Village allowed curbcut is 35'. The expansion of the curbcut is due to the necessary maneuverability of the tow trucks on the subject property.
12. The proposed outdoor trash enclosure is in the corner side yard of the subject property requiring a variance. The location of the proposed trash enclosure is due to the limited amount of space on the site.
13. Although the proposed outdoor trash enclosure is in the corner side yard, there will be sufficient screening. A 6' tall solid cedar fence is proposed to be constructed around the garbage dumpster.

The review and recommendation of the Variances should be determined by the "Approval Criteria" found in the Village's Zoning Ordinance.

APPROVAL CRITERIA FOR VARIANCES:

The Community Development Commission shall not recommend nor shall the Village Board grant a variance unless it shall make findings based upon the evidence presented to it in each specific case that:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

The special circumstances exist for the property in question due to the IDOT taking of approximately 1,453 SF for the expanded right-of-way of Irving Park Road and 405 ft. as a temporary easement.

2. **Hardship Or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

The property in question will be subjected to undue hardship and practical difficulties up to and including relocation if the variances are not granted.

3. **Circumstances Relate To Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

The special circumstances only relate to the physical characteristics specifically, the size of the property in relation to the existing brick and concrete building.

4. **Not Resulting From Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

The special circumstances and practical hardship are not a direct result of actions of the applicant, but is a direct and proximate result of the condemnation under DuPage County IDOT Case Number 2000 ED 0056.

- 5. Preserve Rights Conferred By District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

A variance is necessary to allow the owners to enjoy substantial use of the property. Without the requested variances, the Applicant states they will need to relocate the business thereby creating a vacant lot along Irving Park Road. Allowing these variances does not confer a special privilege.

- 6. Necessary For Use Of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

According to the IDOT's Appraisal and Review Certification, the highest and best use of the property still remains as a motor vehicle repair business. If the variances are not granted, the applicant will have reduced customer and employee parking area and perhaps limited on-site mobility, thereby depriving the applicant of reasonable use and economic return.

- 7. Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

Approval of the variances sought will not alter the essential character of the highway commercial neighborhood as the business will remain the same.

- 8. Consistent With Title And Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

The granting of the variances will comply with the Comprehensive Plan of maintaining commercial space along the Irving Park Road corridor.

9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

The staff has worked with the applicant and believes that the variances sought are the minimum required.

RECOMMENDATIONS:

Staff recommends the approval of the requested the above Findings of Fact for the Variances subject to the following conditions:

1. The property shall be developed and utilized in substantial conformance to the plans submitted as part of this application prepared by Thomas Budzik Architecture dated 05.11.12.

Respectfully Submitted,

Department of Community
& Economic Development

TYPE: Ordinance **SUBMITTED BY:** S. Viger **DATE:** 06.20.12

DESCRIPTION:

Ordinance approving a Text Amendment to remove the restriction on the size of a sign variance that the Community Development Commission can recommend and the Village Board can approve.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: –Community & Economic Development
Voted Unanimously (5-0) to approve

DATE: 06.19.12

BACKGROUND:

The Zoning Ordinance in Section 10 – 18 – 14 limits the extent of sign height and area variances to 10%. The only way to seek a sign larger is through a Planned Unit Development which is not appropriate for all properties. The proposed text amendment does not mandate that the CDC and Village Board approve such a request, only that a property owner is allowed to seek it.

KEY ISSUES:

Our goal is to provide local businesses and institutions the opportunity to seek the zoning relief they believe they need without restrictions. Allow the Village Board the discretion to do what is best for the community without Code related constraints.

ALTERNATIVES:

1. Committee discretion.
2. Approve the text amendment
3. Deny the text amendment
4. Remand the request back to the Community Development Commission.

RECOMMENDATION:

Staff respectfully recommends approval of the text amendment. At their 06.11.12 meeting the CDC unanimously recommended approval (7 – 0).

At the 06.19.12 Committee meeting the CEDC voted unanimously (5-0) to approve the text amendment.

BUDGET IMPACT: N/A

ACTION REQUIRED: Approval of the Text Amendment Ordinance.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 18,
“SIGN REGULATIONS,” OF THE BENSENVILLE VILLAGE CODE**

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

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

WHEREAS, in furtherance of this authorization, the Village of Bensenville has adopted a Zoning Ordinance, which includes, among other provisions, comprehensive regulations governing the display, design, construction, installation and maintenance of signs, which regulations are set forth in Chapter 18 of the Zoning Code; and

WHEREAS, upon review of the provisions of Chapter 18, Village staff has suggested a Text Amendment to broaden the power of the Village to approve variations to the Sign Regulations as set forth in Section 10-18-14, and filed an application for the recommended Text Amendment with the Community and Economic Development Department, as applicant, said application being available for inspection as part of the records of the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the proposed Text Amendment was published in the Daily Herald Newspaper in the Village of Bensenville, and notice of the hearing was provided all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on June 11, 2012 as required by the statutes of the State of Illinois and the ordinances of the Village, and after hearing the application, voted unanimously to recommend approval of the proposed Text Amendment, set forth as follows:

10-18-14: VARIANCES: An Applicant for any sign variance shall be required to follow the procedures and meet the standards for variances included in section 10-3-3 of this title. The community development commission may recommend and the village board of trustees may approve a variance for any sign, ~~provided that any requested additional sign area or sign height does not exceed a maximum of ten percent (10%) above what is permitted by the applicable zoning district requirements as specified in this chapter.~~ ; and

WHEREAS, the Community Development Commission forwarded its recommendation to approve the Text Amendment to the Village Board's Community and Economic Development Committee which concurred in the recommendation to approve the Text Amendment; and

WHEREAS, the Community and Economic Development Committee then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees on June 26, 2012; and

WHEREAS, the President and Board of Village Trustees considered the matter and determined, based on its consideration, that the requested Text Amendment to the Sign Regulations be granted as recommended by Village Staff.

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

SECTION ONE: That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

SECTION TWO: That the Zoning Code of the Village of Bensenville, Chapter 18, Section 14 VARIANCES, be amended to state as follows:

10-18-14: VARIANCES: An Applicant for any sign variance shall be required to follow the procedures and meet the standards for variances included in section 10-3-3 of this title. The community development commission may recommend and the village board of trustees may approve a variance for any sign.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 26th day of day of June, 2012.

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

f:\pkb\bensenville\ordinances\textamendment\signcode.amend.doc

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 6/20/2012

DESCRIPTION: Resolution to approve the 2012 Pavement Patching Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: **I & E** (*unanimous approval*)

DATE: **6/19/2012**

BACKGROUND: The 2012 Pavement Patching Program will be the second year of a multi-year project to extend the life of roadways that are nearing failure which helps to supplement the Village's yearly road program. The first year of this program focused on Area 1 "industrial roads" as well as two smaller projects one located in Area 4 (Wastewater Treatment Plant Driveway) and the other in Area 5 (Cul-de-sac by the old Legends Golf Course). By performing these types of patches it allows us to extend the life of the roadway and delays the need for costly reconstruction. The 2012 Program will be addressing some of the worst sections of Area 2. The locations were chosen based on field assessment as well as resident complaints regarding the roadways. The locations to be patched are as follows:

- 1) Marshall Rd. - Hillside Dr. to Twin Oaks St.
- 2) Hillside Dr. - Spruce Av. to Pine Ln.
- 3) Nordic St. - Spruce Ave to End
- 4) Foster Av. - Spruce Av to Church Entrance (Midblock)

KEY ISSUES: A recent bid advertisement for the 2012 Pavement Patching Program produced the following results:

COMPANY	BID RESULTS
Arrow Road Construction Company - Mt. Prospect, IL	\$ 89,735.00
Brothers Asphalt Paving, Inc. - Addison, IL	\$ 92,407.50
Orange Crush LLC. - Hillside, IL	\$ 97,899.99
Chicagoland Paving Contractors Inc. - Lake Zurich, IL	\$ 107,900.00
Briggs Paving - Downers Grove, IL	\$ 107,935.00
Johnson Paving - Arlington Heights, IL	\$ 111,777.00
A-Lamp Concrete Contractors Inc. - Schaumburg, IL	\$ 136,100.00
Schroeder Asphalt Services, Inc. - Huntley, IL	\$ 140,800.00

ALTERNATIVES: Discretion of the Village Board

RECOMMENDATION: Staff recommends approval of the sidewalk contract with Arrow Road Construction Company of Mt. Prospect, IL as the lowest responsible bidder. The I&E Committee unanimously recommended approval of this contract at their June 19, 2012 meeting.

BUDGET IMPACT: Funds have been allocated in FY12 (\$75,000.00) for pavement patching and the remaining balance (\$14,735.00) will be paid from the Pavement Maintenance Program line item.

ACTION REQUIRED: Motion to approve a Resolution authorizing the execution of a contract to Arrow Road Construction Company for the 2012 Pavement Patching Program in the amount of \$89,735.

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT
TO ARROW ROAD CONSTRUCTION CO. FOR THE 2012 PAVEMENT
PATCHING PROGRAM IN THE AMOUNT OF \$89,735**

WHEREAS the Village of Bensenville, in an effort to extend the life of its infrastructure, maximize taxpayer dollars, and maintain beautiful roadways for all those who pass through our Village performs pavement patching to achieve these goals, and

WHEREAS Arrow Road Construction Co. provided the lowest responsive bid at the May 25, 2012 public bid opening.

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 Arrow Road Construction Co. of Mt. Prospect, IL for pavement patching services for an amount not to exceed \$89,735.00 for the 2012 Pavement Patching Program; and

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Susan Janowiak
Village Clerk

AYES: _____

NAYS: _____

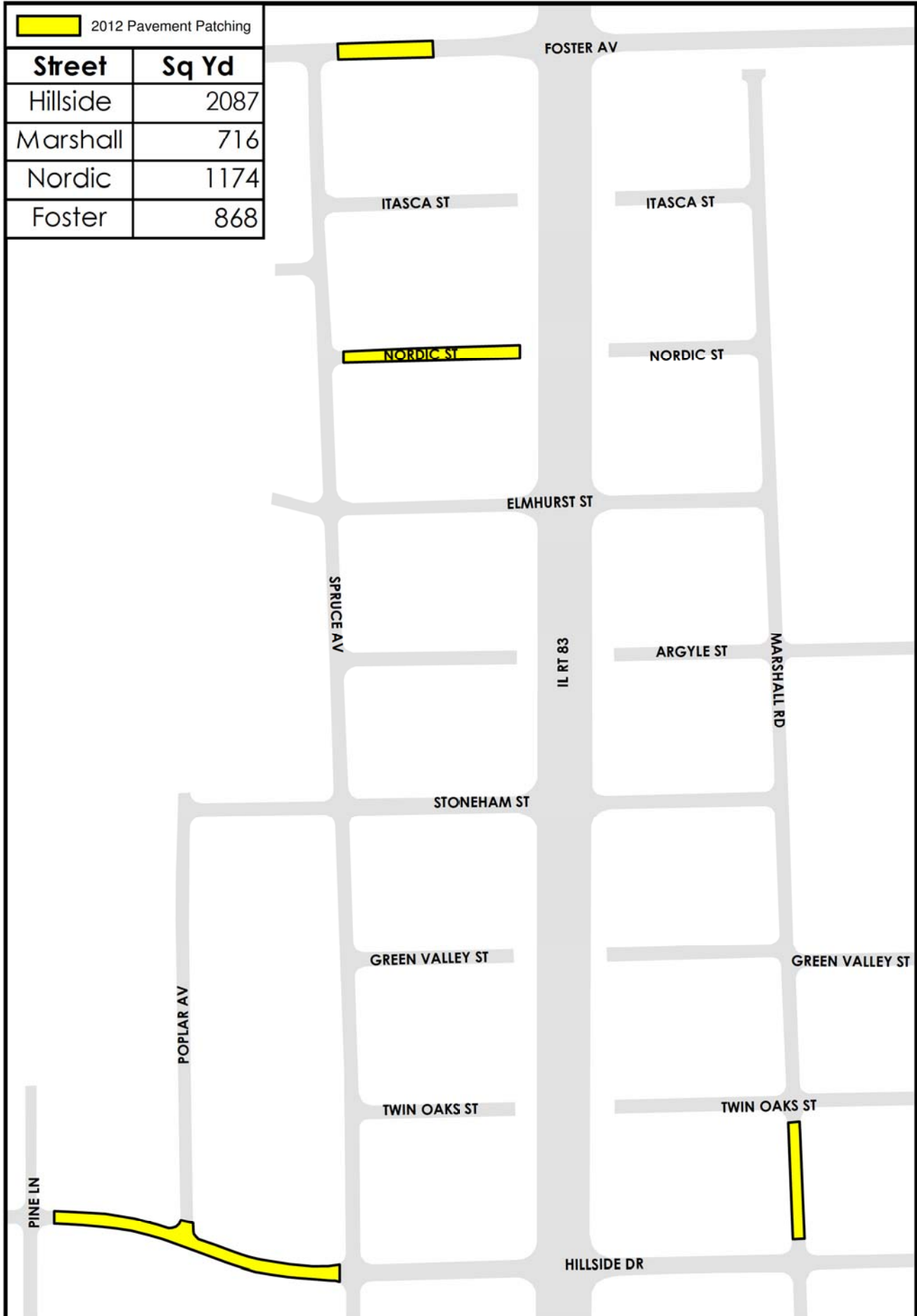
ABSENT: _____



Village of Bensenville

2102 Pavement Patching Areas

2012 Pavement Patching	
Street	Sq Yd
Hillside	2087
Marshall	716
Nordic	1174
Foster	868





Village of Bensenville

2102 Pavement Patching Areas- Foster east of Spruce

2012 Pavement Patching



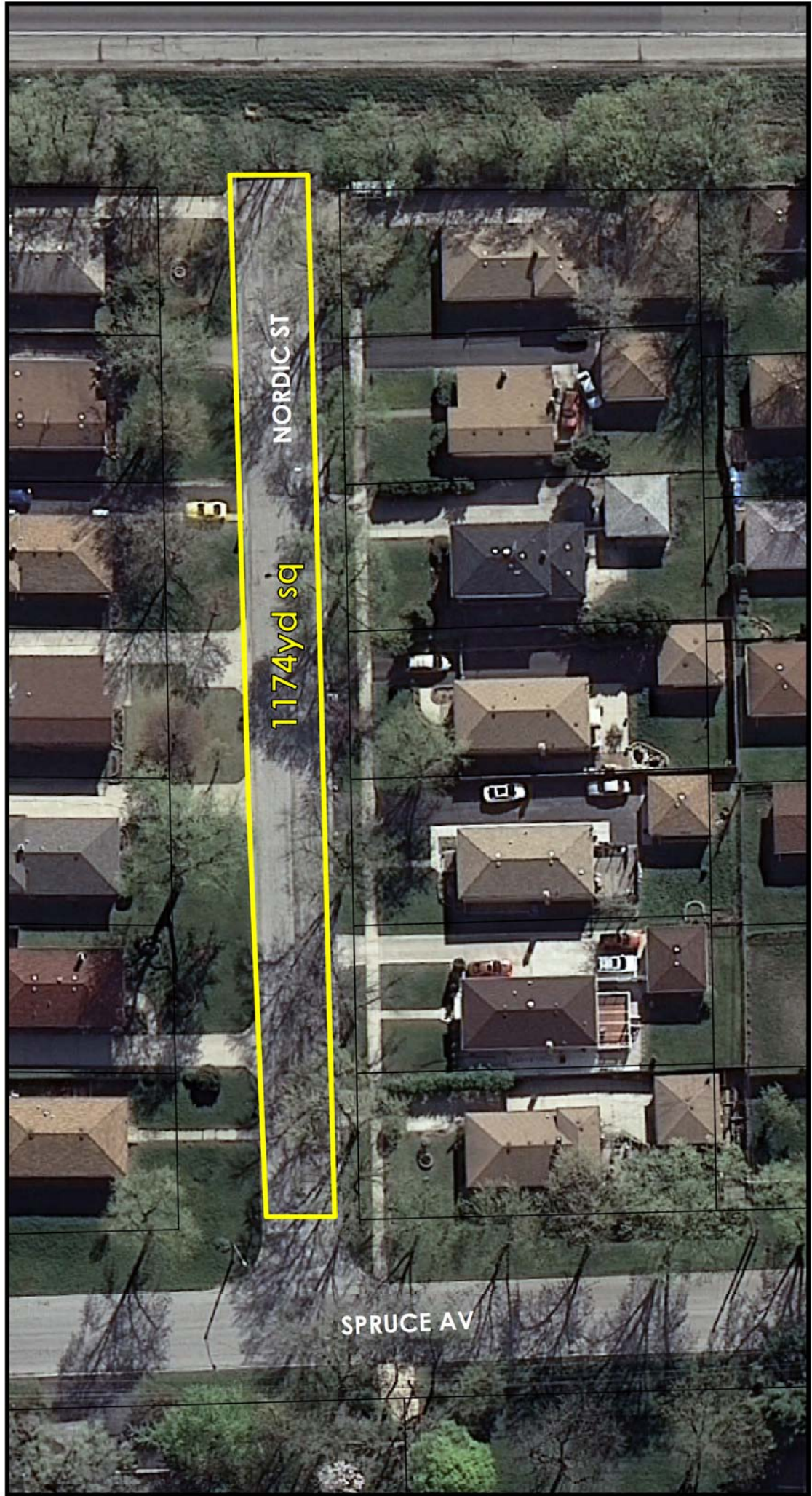


Village of Bensenville

2102 Pavement Patching Areas- Nordic east of Spruce



2012 Pavement Patching



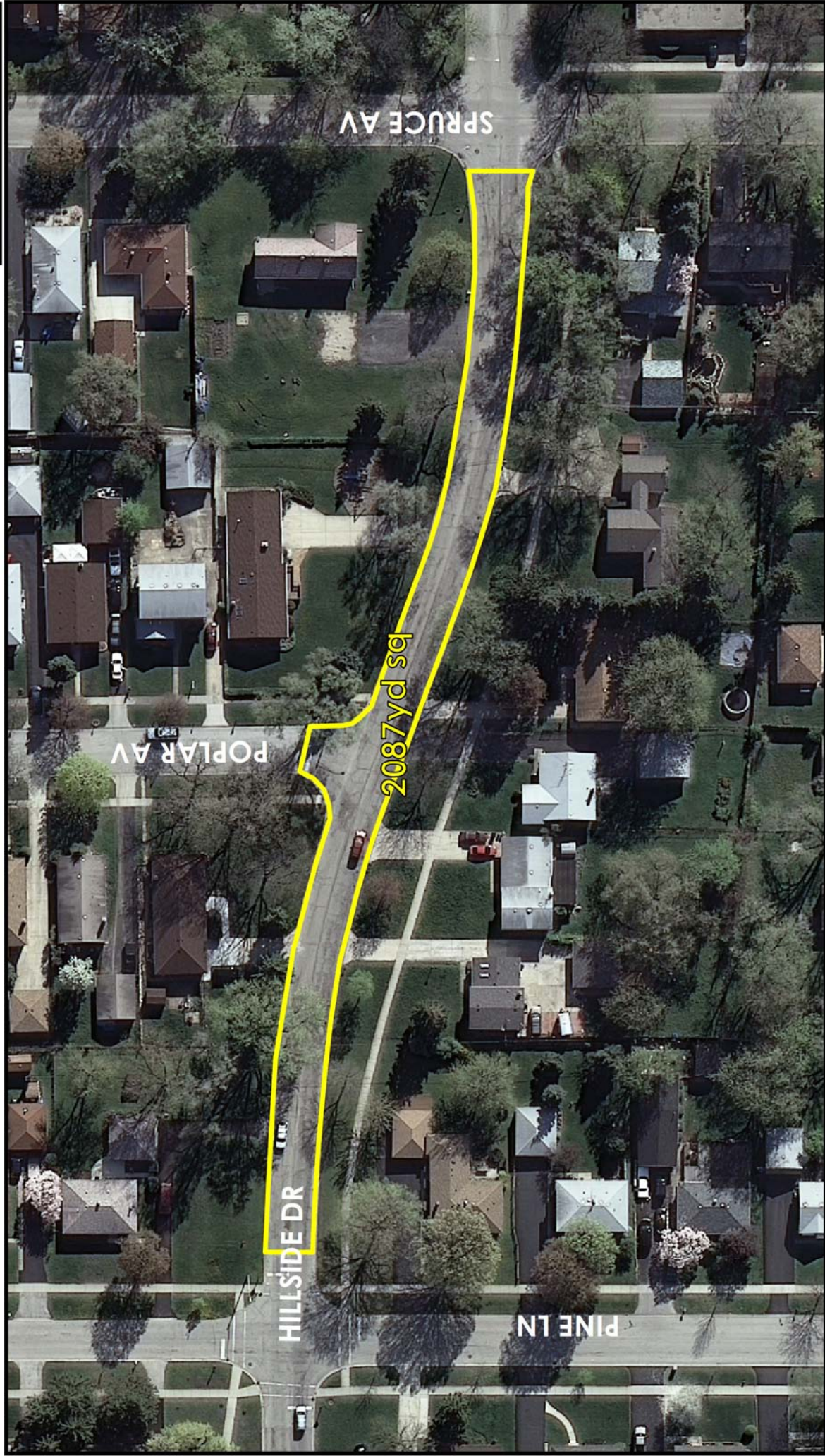


Village of Bensenville

2102 Pavement Patching Areas- Hillside west of Spruce



2012 Pavement Patching



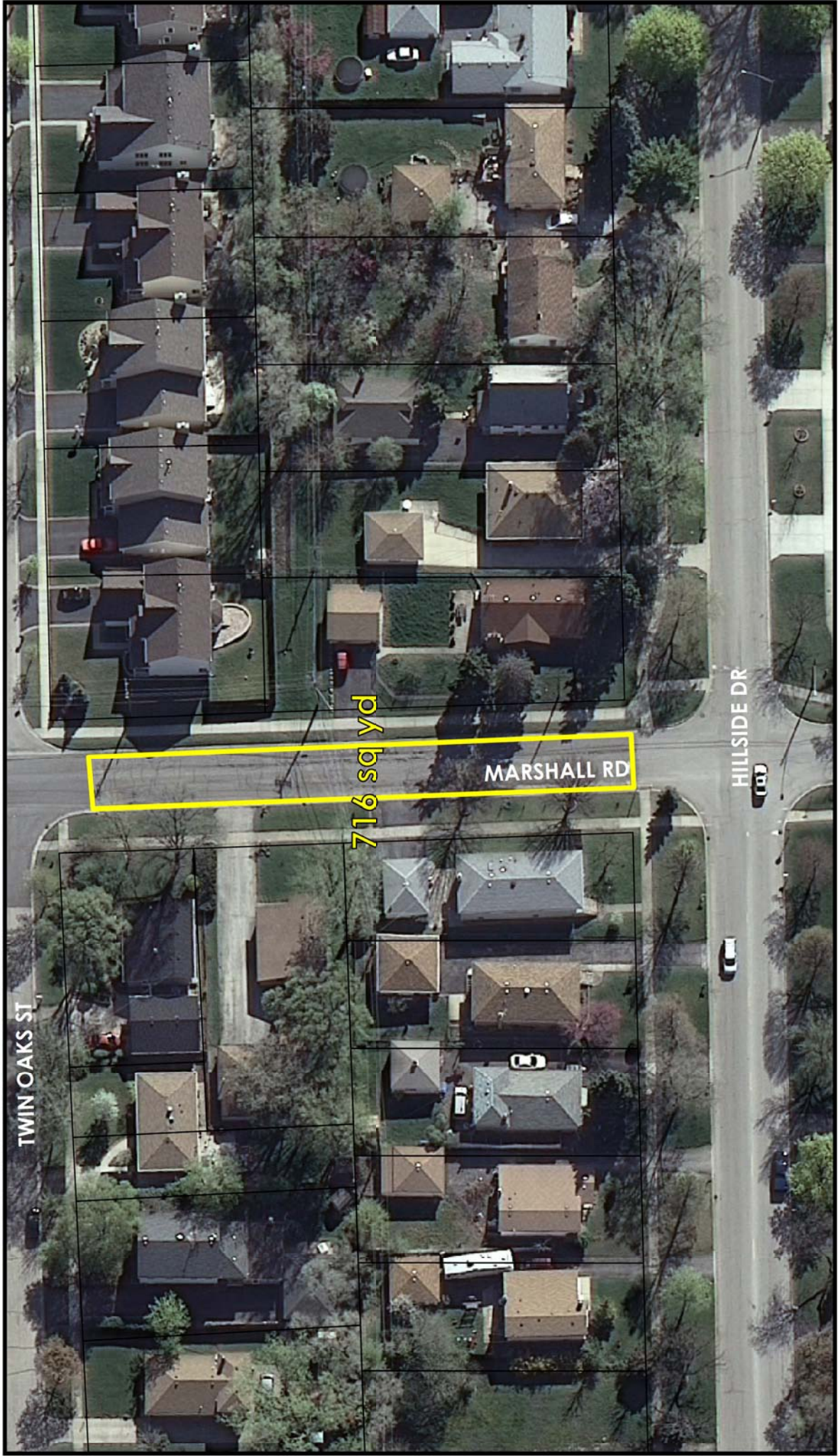


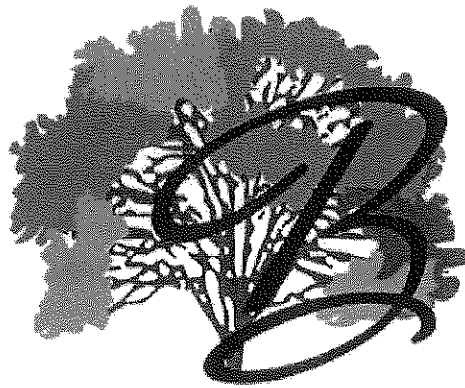
Village of Bensenville

2102 Pavement Patching- Marshall north of Hillside



2012 General Patching





VILLAGE OF BENSENVILLE

Contract Document Number
PW-2012-13

2012 Pavement Patching Program

Conformed Agreement

Village Board Approval on

Table of Contents

INVITATION TO BID.....	3
BID SPECIFICATIONS	4
BIDDER INFORMATION SHEET	8
PRICE SHEET.....	9
GENERAL CONDITIONS AND INSTRUCTIONS TO	
BIDDERS FOR PROCUREMENT OF MATERIALS	10
ELIGIBILITY TO BID	10
CONDITIONS FOR BIDDING	11
AWARD OR REJECTION OF BIDS	12
CONTRACT PROVISION	13

INVITATION TO BID

2012 PAVEMENT PATCHING PROGRAM

The Village of Bensenville will accept bids for the **"2012 Pavement Patching Program"** The bids shall be sent to the Office of the Village Clerk located at 12 S. Center St. Bensenville, IL 60106.

The bids shall be publicly opened at **10:30AM on Friday, May 25th, 2012** at Bensenville Village Hall 12 S. Center St. The Bid must be in a sealed opaque envelope plainly marked **Pavement Patching-BID**

Detailed specifications may be obtained by contacting Ken Rubach, Public Works Supervisor at 630-350-3435, or via email at krubach@bensenville.il.us

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

Susan Janowiak
Village Clerk

BID SPECIFICATIONS

Village of Bensenville, Illinois

2012 Pavement Patching Program

PART I GENERAL SPECIFICATIONS

1. LOCATION OF THE WORK

The areas to be patched are located in the following areas: (please see attached map for more details) this area represents approximately 4850 square yards of patching.

- a) Marshall Rd from Hillside Dr. to Twin Oaks St.
- b) Hillside Dr. from Spruce Av. to Pine Ln.
- c) Nordic St. from Spruce Av. to End
- d) Foster Av. from Spruce Av. to Church Entrance

2. DESCRIPTION OF THE WORK

The work included in this contract consist of furnishing all labor, materials, equipment, and other incidentals necessary for the completion of hot-mix asphalt surface removal and hot-mix asphalt surface course as well as any other incidental and miscellaneous items of work in accordance with the Standard Specifications and these special provisions. **All areas to be patched will be marked out prior to work commencing.**

3. CONDITIONS

Bidders are advised to become familiar with all conditions, instructions and specifications governing their proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of their contract shall not be cause to alter the original contract or to request additional compensation.

4. BID SECURITY

4.1 Each Bid must be accompanied by Bid security made payable to the Village in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.

4.2 Bid Bonds shall be duly executed by the Bidder as principal and having as surety thereon a surety company approved by the OWNER, having the minimum equivalent of a Best and Co. 5A Rating.

Initial: 

5. ADJUSTMENTS TO THE CONTRACT

Prospective Bidders are forewarned that the Village of Bensenville reserves the right to adjust the quantities of work to be accomplished, either up or down, dependent on the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment will be based on measured quantities and accepted unit prices.

6. DAMAGES TO PROPERTY

The CONTRACTOR shall be responsible for any damage to properties caused by the acts of their work in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant or owner or the Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.

7. TIME OF COMPLETION, PENALTY, AND LIQUIDATED DAMAGES

7.1 The CONTRACTOR understands that all contract times are of the essence. Penalties will be imposed for non-completion of the set dates.

7.2 Should the CONTRACTOR fail to complete the work by AUGUST 31ST, 2012 or within such extended time as may have been allowed, the CONTRACTOR shall be liable to the OWNER in the amount of Two hundred Fifty dollars (\$250.00), as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.

7.3 Any penalty or liquidated damages owed the Village may be deducted from any payments to the CONTRACTOR. If the deduction does not satisfy the full extent of the CONTRACTOR'S penalty obligation, then the CONTRACTOR shall pay the difference to the OWNER. The parties further agree that the liquidated damages represent the minimum damage the Village will sustain for each calendar day of the delay in final completion of the work.

8. TRAFFIC CONTROL

8.1 The Contractor will be responsible for all traffic control, including but not limited to barricades, signs, flagmen, etc., to maintain a smooth flow of traffic through the job sites.

8.2 The Contractor shall ensure that all traffic control devices installed by him are operations 24 hours a day including Sundays and Holidays. This also applies to barricades placed along the sidewalk to provide warning to pedestrian traffic. Should the Village be required to provide additional or supplemental traffic control devices or barricading for pedestrians the Contractor shall be charged at the rate of eighteen (\$18) dollars per barricade per day plus a twenty-five (\$25) dollar delivery and pick-up charge.

Initial: 

All barricades shall be D.O.T. Class II with reflective striping and either blinking or steady burn lighting.

9. SAFETY

9.1 The importance the Village attaches to safety cannot be overemphasized. The Village reserves the right, at its discretion, to stop work or disallow payment for any work performed where the proper safety precautions were not being observed.

9.2 Proper warning signs, barricades and / or other protective devices must be provided by the Contractor. These shall be in accordance with the Manual of Uniform Traffic Control Devices.

Part II TECHNICAL SPECIFICATIONS/PROVISIONS

1. SCOPE OF THE WORK

1.1 The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2012, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids, and the Supplemental and Recurring Special Provisions included herein which apply to and govern the construction of the Treatment Access Road & Legends Entrance Paving Program, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

1.2 The work included in this Contract shall include the following all areas to be patched: Hot-Mix Asphalt Surface removal- approximately 3" (three inches) and is to be replaced with 2" (two inches) of Hot- Mix Binder Course II-19.0, N50 and 2" (two inches) of Hot-Mix Asphalt Surface Course, Mix "C", N50.

1.3 Paving quantities may change up or down based on funds available

1.4 Adjust existing structures to meet grade.

2. INSPECTION

All phases of the paving program performed under this contract will be subject to inspection by and with the approval of the Director of Public Works or his designee.

3. WORKING HOURS

Per Village Ordinance, the Contractor shall perform all work in the Village as follows:

Monday-Friday 7:00 am to 7:00 pm

Initial: 

4. CONSTRUCTION DEBRIS

Effective: October 18th, 1999

Add the following to the third Paragraph of Article 202.03 of the Standard Specifications:

"The Contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilizes, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner, operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Contractor for 3 years."

5. MOBILIZATION

The work herein shall be done in accordance with Section 671 of the Standard Specifications except as modified herein:

671.02 Basis of Payment- Revise this article to read:

"671.02 Basis of Payment. Mobilization will not be paid for separately but rather shall but shall be included in the cost of the items for which this work applies"

6. STRUCTURES TO BE ADJUSTED

6.1 Description- This work shall consist a water valve vault with their existing frame and grate or lid in accordance with Section 602 of the Standard Specifications and as specified therein.

6.2. Basis of Payment- This work will be measured and paid for at the contract unit price per each for VALVE VAULT ADJUSTED. Adjustment will be accomplished by the use of concrete adjusting rings set in Butyl rope joint sealant; mortar joints will not be allowed. Height of adjusting rings shall not exceed eight inches (8") and the minimum adjusting ring thickness shall be two inches (2"). Frames set in concrete are not permitted. Metal or plastic shims will be used for fine adjustments of frames.

Initial: 

BIDDER INFORMATION SHEET

NAME: (PRINT) John F. Healy, President

SIGNATURE: 

COMPANY NAME: (PRINT)

Arrow Road Construction Company

ADDRESS: 3401 S. Busse Rd., P.O. Box 334

Mt. Prospect, IL 60056

TELEPHONE: 847-437-0700

FACSIMILE: 847-437-0779

EMAIL: JPurta@arrowroad.com

Please Return to:

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

**The bid must be in a sealed opaque envelope plainly marked:
Paving Program- Bid**

The bids must be received by **10:30am on May 25th, 2012**. They will be publicly opened and read on **May 25th, 2012 at 10:30am** in the Village Hall Board Room.

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.

Initial: 

PRICE SHEET
2012 Pavement Patching Program

DESCRIPTION	PRICE PER ITEM	TOTAL
4850 SQ. YD. 3" INCH GRIND &OVERLAY WITH 2" BINDER & 2" SURFACE	\$ 18. ³⁷ /SQ. YD.	\$ 89,094. ⁵⁰
1 VALVE VAULT ADJUSTED	\$ 640. ⁵⁰ /EA.	\$ 640. ⁵⁰
TOTAL: \$		89,735.⁰⁰

Options/Alterations:

Authorized Signature

Title: John F. Healy, President

Date: 5/25/12

Initial:

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS FOR PROCUREMENT OF MATERIALS

The following conditions apply to all purchases/services and become a definite part of each invitation to bid. Failure to comply may disqualify your bid.

ELIGIBILITY TO BID

Non-Discrimination in Employment - Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or otherwise commit an unfair employment practice. The bidder, his sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall commit within the State of Illinois, under this contract, any unfair employment practices as defined in the act of the 72nd General Assembly entitled "Fair Employment Practices Act". Contractor is referred to Ill. Rev. Stat. 1961) ch. 48, paragraph 851 et seq. The contractor in all contracts entered into with suppliers of materials or services, and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

- 1) Prevailing Wages (if applicable) - The bidder shall pay not less than the prevailing rate of wages as found by the Department of Labor or determined by the court to all laborers, workmen and mechanics performing work under this contract. Bidder must adhere at all times to Federal Wage Determination #1189-11, Rev.Stat.Section 39 S-2 (Modification #3).
- 2) Removal or Suspension of Bidders - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:
 - a) Services performed do not comply with specifications of contract with the vendor;
 - b) Work is not done within the contract's specified in the contract;
 - c) An offer is not kept firm for the length of time specified in the contract;
 - d) Contractor fails to provide performance bond when required by invitation to bid;
 - e) Contractor is found guilty of collusion;
 - f) Bankruptcy or other evidence of insolvency is found;
 - g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.
- 3) Compliance to Law -
 - a) The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or

Initial: 

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 "Pavement Patching- 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.

Initial: 

- 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

Initial: 

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

Initial 

General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

- (2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

C) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village of Bensenville. At the option of the Village of Bensenville, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Bensenville, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

D) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (b) The Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Bensenville, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.

(3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the Village of Bensenville.

E) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois

F) Verification of Coverage

Contractor shall furnish the Village of Bensenville with certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements affecting coverage require by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Bensenville and are to be received and approved by the Village of Bensenville before any work commences. The attached Additional Insured Endorsement (Exhibit A) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit A). The Village of Bensenville reserves the right to request full certified copies of the insurance policies and endorsements.

G) Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

H) Assumption of Liability

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement

I) Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of

Initial: 

the sole legal cause of the Village of Bensenville, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connections therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge the same. Contractor expressly understand and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

- 5) F.O.B. - All prices must be quoted F.O.B. Bensenville Illinois. Shipments shall become the property of the Village after delivery and acceptance.
 - a) CONTRACTOR shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by OWNER at the point of delivery; and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and malicious, mischief, collapse, water damage and such other perils, as CONTRACTOR deems appropriate.
- 6) Delivery Schedule - Bid items must be delivered within sixty (60) days from the date of execution of the contract unless a specific delivery date is stated on the bid. The Village may cancel contract without obligation if Delivery requirements are not met. If said contract is not canceled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision enumerated herein. All deliveries must be made on Monday - Friday, excluding Village holidays, between the hours of 7:00 a.m. and 3:30 p.m. Contractor is expected to ship in full truckload quantities within said sixty (60) day period unless prior approval has been granted by the Village in advance for circumstances beyond the control of the contractor.
- 7) Delivery - Bid price shall include delivery as indicated herein.

Initial



- 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 2nd and 4th Tuesdays of the month.

Initial 

- 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.

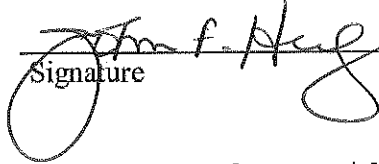
Village of Bensenville
~~VENDOR~~

Vendor
~~Village of Bensenville:~~

Signature

Title

Date



Signature

John F. Healy, President

Title

5/25/12

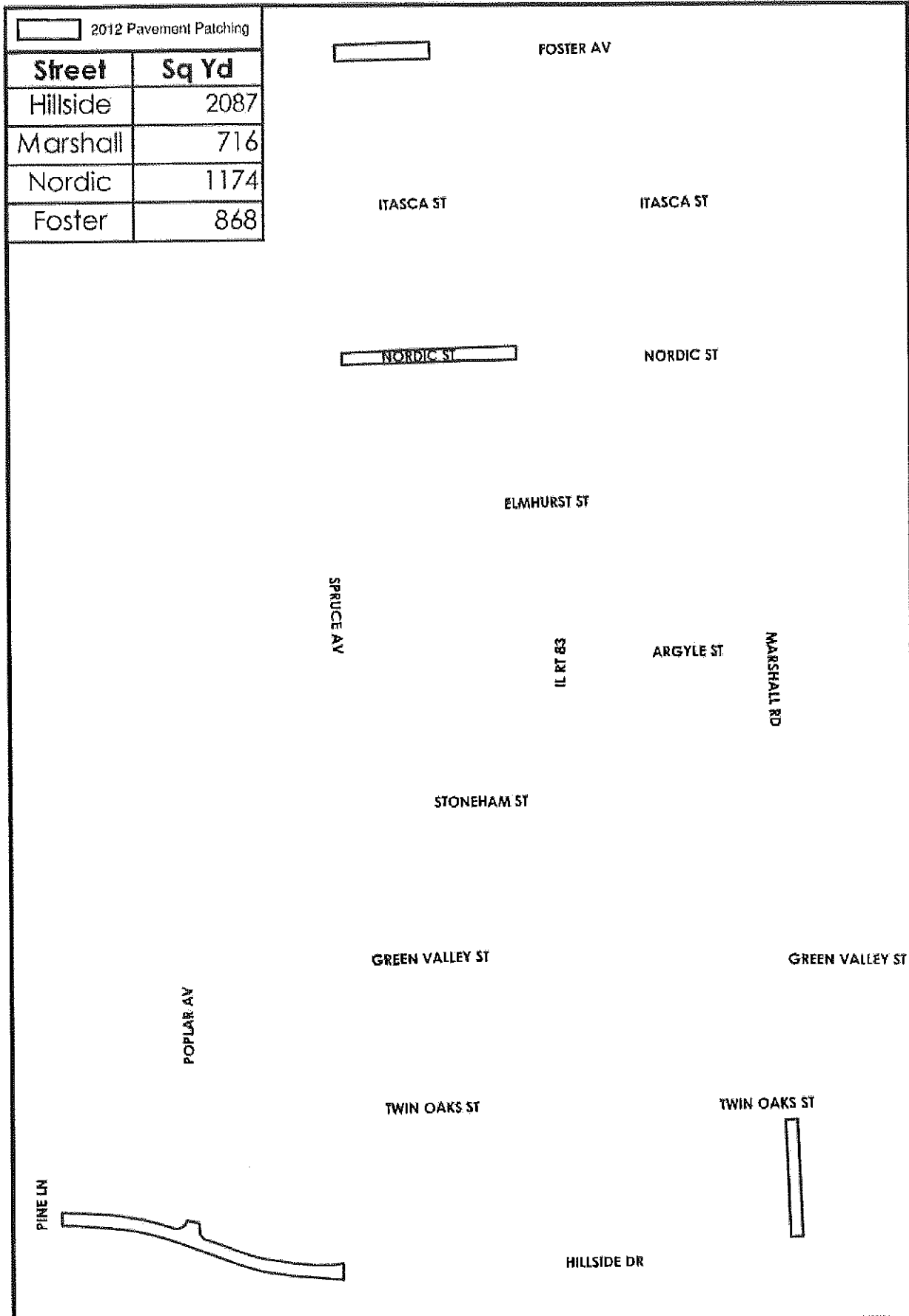
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Village of Bensenville

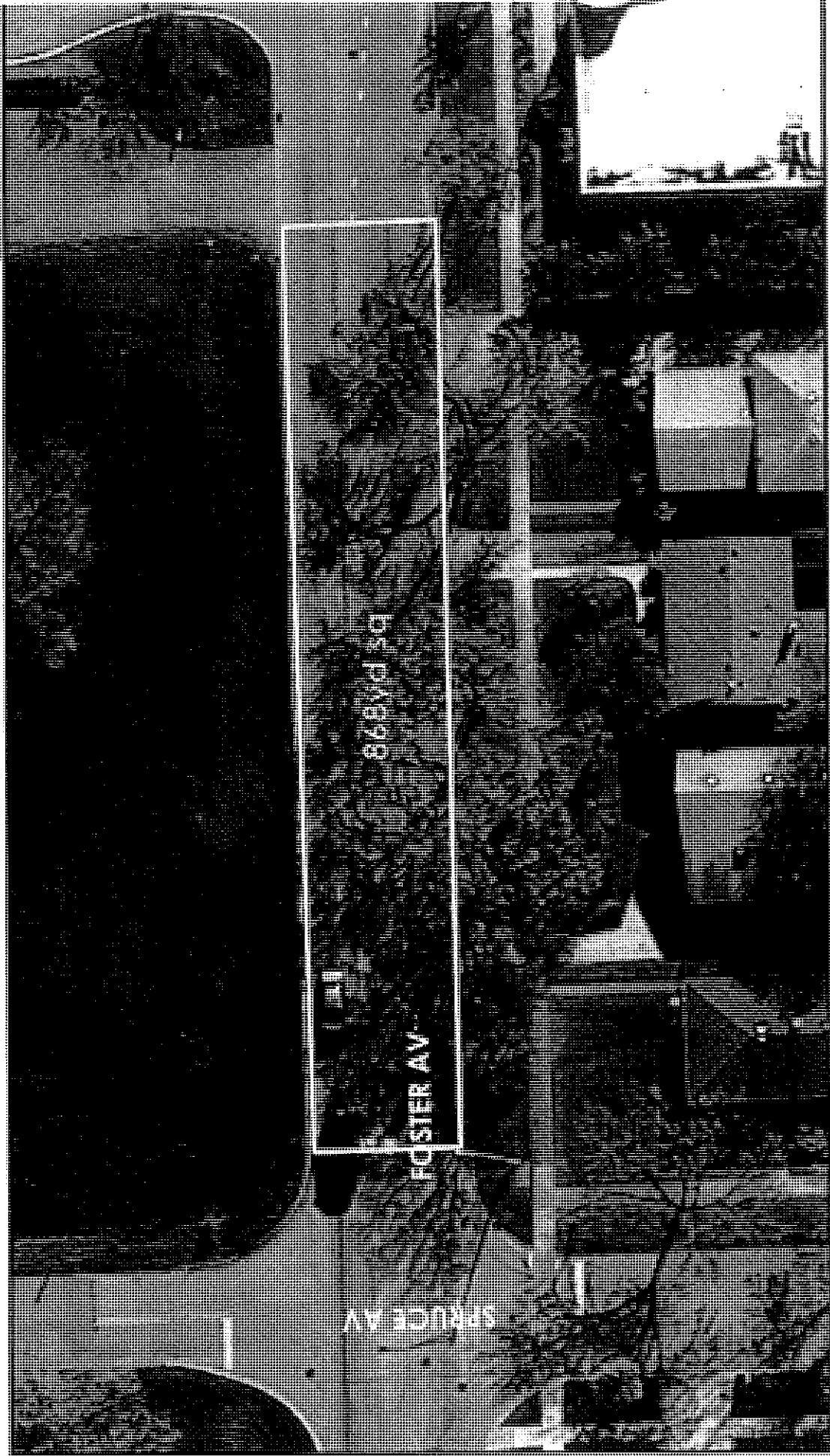
2102 Pavement Patching Areas



Village of Bensenville

2102 Pavement Patching Areas- Foster east of Spruce

2012 Pavement Patching



Village of Bensenville

2102 Pavement Patching Areas- Nordic east of Spruce

2012 Pavement Patching



Village of Bensenville

2102 Pavement Patching Areas- Hillside west of Spruce

2012 Pavement Patching

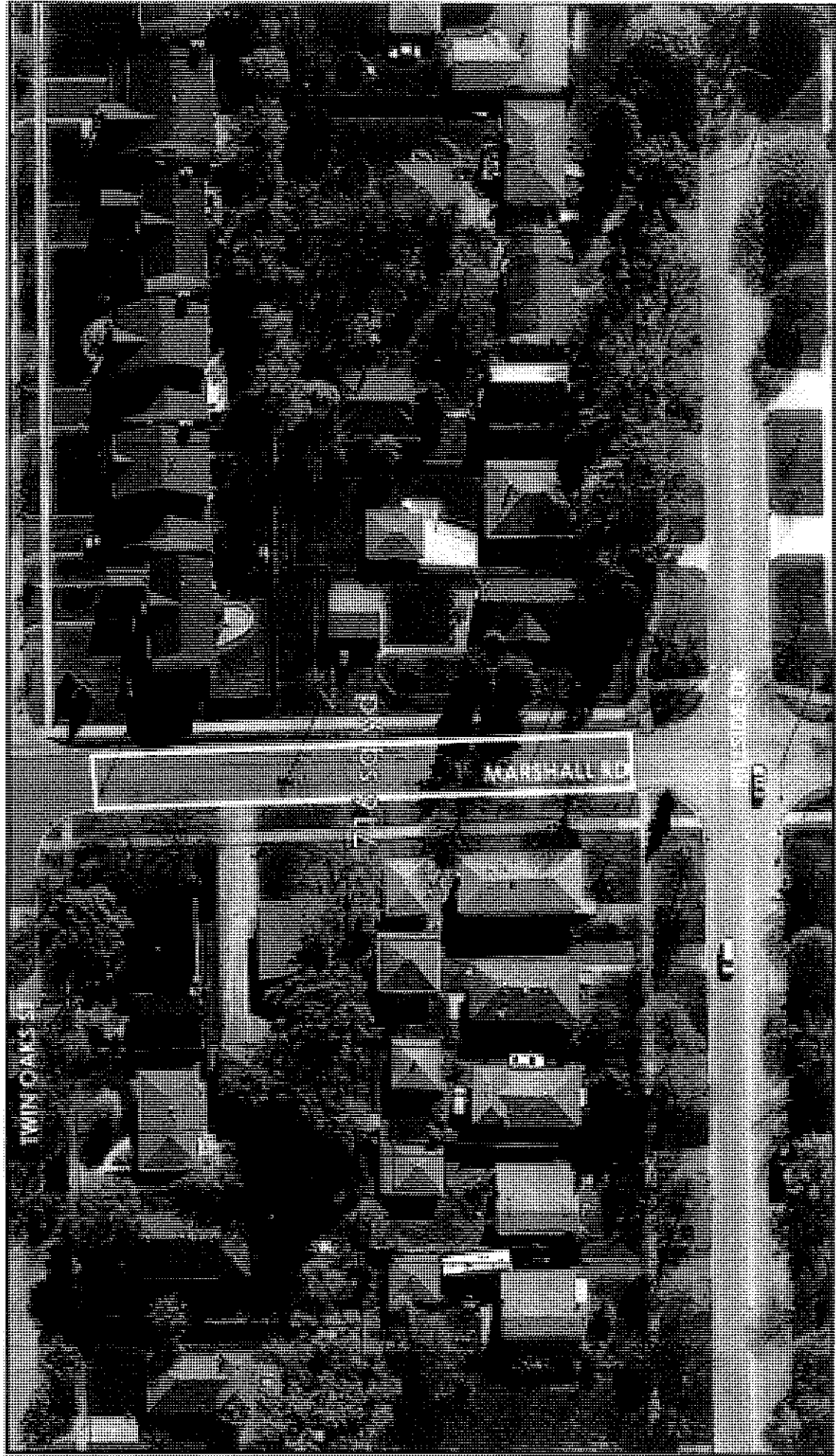




Village of Bensenville

2102 Pavement Patching - Marshall north of Hillside

2012 General Patching



TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 6/20/2012

DESCRIPTION: Resolution to approve the 2012 Sidewalk Replacement Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: I & E (unanimous approval)

DATE: 6/19/2012

BACKGROUND: The 2012 Sidewalk Replacement Program will be the first year of a multi-year project to replace sidewalk squares that have been found to be deficient due to extreme deterioration or a severe trip hazard, defined as deflection of 1.25" or greater. Sidewalk squares in the targeted area that are a trip hazard but do not fall into the severe category are being addressed by Staff using a concrete grinder to remove the hazard. Through this program we will be replacing approximately 177 squares this year in addition to in house replacements from resident requests Village wide. Area 5 has been selected for this year's replacement program. Area 5 consists of the area of the Village south of George, East of County Line, north of Grand and west of Church.

KEY ISSUES: A recent bid advertisement for the 2012 Sidewalk Replacement Program produced the following results:

Company	BID TOTAL
Strada Construction Company Addison, IL	\$ 38,218.50
A-Lamp Concrete Contractors Inc. Schaumburg, IL	\$ 40,300.00
Whiteline Construction Inc. Romeoville, IL	\$ 48,150.00
RNR Contractors Inc. Morris, IL	\$ 49,623.00
D'Land Construction L.L.C Bensenville, IL	\$ 60,875.00

ALTERNATIVES: Discretion of the Village Board

RECOMMENDATION: Staff recommends approval of the sidewalk contract with Strada Construction Company of Addison, IL as the lowest responsible bidder. The I&E Committee unanimously recommended approval of this item at their June 19, 2012 meeting.

BUDGET IMPACT: Total cost of \$38,218.50. Funds have been allocated in FY12 (\$50,000.00) for sidewalk replacement.

ACTION REQUIRED: Motion to approve a Resolution authorizing the execution of a contract to Strada Construction Company for the 2012 Sidewalk Replacement Program in the amount of \$38,218.50.

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT
TO STRADA CONSTRUCTION COMPANY FOR THE
2012 SIDEWALK REPLACEMENT PROGRAM
IN THE AMOUNT OF \$38,218.50**

WHEREAS the Village of Bensenville, in an effort to increase safety, promote a healthy lifestyle, and upgrade a critical piece of infrastructure, set out an aggressive plan to replace over 170 sidewalk squares in 2012, and

WHEREAS the Village formally opened bids for a sidewalk replacement program on May 25, 2012.

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 Strada Construction Company of Addison, IL for sidewalk replacement services for an amount not to exceed \$38,218.50 for the 2012 Sidewalk Replacement Program; and

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Susan Janowiak
Village Clerk

AYES: _____


NAYS: _____

ABSENT: _____



Village of Bensenville

2012 Sidewalk Square Replacement- Overview

 Sidewalk Square to be Replaced





Village of Bensenville

2012 Sidewalk Square Replacement-Belmont/Center/Addison





Red squares are for reference purposes only. Actual Sidewalk Squares will be marked in the field.

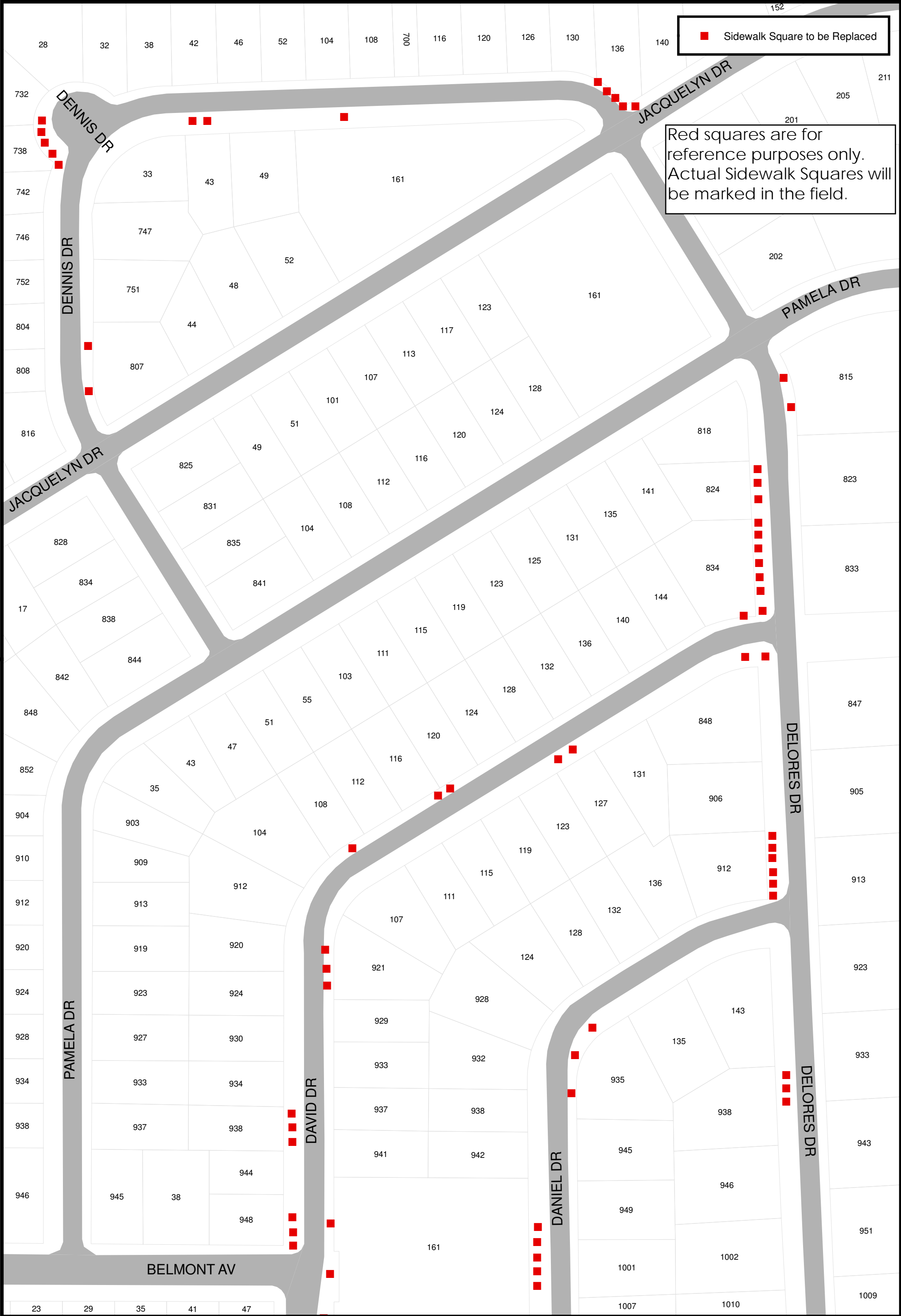
Legend: Red square = Sidewalk Square to be Replaced

Map details: The map shows Belmont Ave running horizontally across the top. To the left of Belmont Ave are streets 35, 41, and 47. To the right of Belmont Ave are streets 949, 1001, 1007, 1010, 1013, 1018, 1021, 1026, 1027, 1033, 1034, 1039, 1042, 1045, 1049, 1052, 1053, 106, 117, 127, 141, 149, 151, 1009, 1019, 1027, 1037, 1045, and 151. A vertical street, Daniel Dr, runs through the center of the map. A diagonal street, David Dr, runs from the bottom left towards the center. A street, Dante, runs horizontally across the bottom. A street, DeLores Dr, runs vertically on the right side. Red squares are placed along the sidewalks of Belmont Ave, Daniel Dr, David Dr, and DeLores Dr, indicating the locations of sidewalk squares to be replaced. The red squares are located at the intersections of Belmont Ave and Daniel Dr, along the sidewalks of Daniel Dr, along the sidewalks of David Dr, and along the sidewalks of DeLores Dr.



Village of Bensenville

2012 Sidewalk Square Replacement-Brentwood North







VILLAGE OF BENSENVILLE

Contract Document Number
PW-2012-14

2012 Sidewalk Replacement Program

Conformed Agreement

Village Board Approval on

TABLE OF CONTENTS

TABLE OF CONTENTS	2
INVITATION TO BID.....	3
BID SPECIFICATIONS	4
BIDDER INFORMATION SHEET	16
BID SHEETS.....	17
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS.....	18

Initial: 

INVITATION TO BID

2012 SIDEWALK REPLACEMENT PROGRAM

The Village of Bensenville will accept bids for the **"2012 Sidewalk Replacement Program"** The bids shall be sent to the Office of the Village Clerk located at 12 S. Center St. Bensenville, IL 60106.

The bids shall be publicly opened at **10:00AM on Friday, May 25th, 2012** at Bensenville Village Hall 12 S. Center St. The Bid must be in a sealed opaque envelope plainly marked **Sidewalk Replacement-BID**

Detailed specifications may be obtained by contacting Ken Rubach, Public Works Supervisor at 630-350-3435, or via email at krubach@bensenville.il.us

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

Susan Janowiak
Village Clerk

Initial: 

BID SPECIFICATIONS

Village of Bensenville, Illinois

2012 Sidewalk Replacement Program

PART I GENERAL SPECIFICATIONS

1. LOCATION OF THE WORK

The location of the work will be within the public rights of way in the Village of Bensenville, Illinois (please see attached map for specific areas). The estimated quantity of sidewalk is 4,700 square feet.

2. DESCRIPTION OF THE WORK

The work included in this contract consist of furnishing all labor, materials, equipment, and other incidentals necessary for the completion of sidewalk removal and replacement as well as any other incidental and miscellaneous items of work in accordance with the Standard Specifications and these special provisions.

3. CONDITIONS

Bidders are advised to become familiar with all conditions, instructions and specifications governing their proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of their contract shall not be cause to alter the original contract or to request additional compensation.

4. BID SECURITY

4.1 Each Bid must be accompanied by Bid security made payable to the Village in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.

4.2 Bid Bonds shall be duly executed by the Bidder as principal and having as surety thereon a surety company approved by the OWNER, having the minimum equivalent of a Best and Co. 5A Rating.

5. ADJUSTMENTS TO THE CONTRACT

Prospective Bidders are forewarned that the Village of Bensenville reserves the right to adjust the quantities of work to be accomplished, either up or down, dependent on the

Initial: 

current budget or until budgeted funds are depleted without prejudice to the Contract. Payment will be based on measured quantities and accepted unit prices.

6. DAMAGES TO PROPERTY

The CONTRACTOR shall be responsible for any damage to properties caused by the acts of their work in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant or owner or the Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.

7. TIME OF COMPLETION, PENALTY, AND LIQUIDATED DAMAGES

7.1 The CONTRACTOR understands that all contract times are of the essence. Penalties will be imposed for non-completion of the set dates.

7.2 Should the CONTRACTOR fail to complete the work within the time specified in the Contract or within such extended time as may have been allowed, the CONTRACTOR shall be liable to the OWNER in the amount of One hundred dollars (\$100.00), as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.

7.3 Any penalty or liquidated damages owed the Village may be deducted from any payments to the CONTRACTOR. If the deduction does not satisfy the full extent of the CONTRACTOR'S penalty obligation, then the CONTRACTOR shall pay the difference to the OWNER. The parties further agree that the liquidated damages represent the minimum damage the Village will sustain for each calendar day of the delay in final completion of the work.

8. TRAFFIC CONTROL

8.1 The Contractor will be responsible for all traffic control, including but not limited to barricades, signs, flagmen, etc., to maintain a smooth flow of traffic through the job sites.

8.2 The Contractor shall ensure that all traffic control devices installed by him are operations 24 hours a day including Sundays and Holidays. This also applies to barricades placed along the sidewalk to provide warning to pedestrian traffic. Should the Village be required to provide additional or supplemental traffic control devices or barricading for pedestrians the Contractor shall be charged at the rate of eighteen (\$18) dollars per barricade per day plus a twenty-five (\$25) dollar delivery and pick-up charge. All barricades shall be D.O.T. Class II with reflective striping and either blinking or steady burn lighting.

Initial: 

9. SAFETY

9.1 The importance the Village attaches to safety cannot be overemphasized. The Village reserves the right, at its discretion, to stop work or disallow payment for any work performed where the proper safety precautions were not being observed.

9.2 Proper warning signs, barricades and / or other protective devices must be provided by the Contractor. These shall be in accordance with the Manual of Uniform Traffic Control Devices.

10. REMOVAL

In order to minimize the potential damage to parkways, adjoining private property and tree root systems, all sidewalks to be removed shall be removed with equipment operated from the street pavement. **Removal equipment shall be a "Gradall" (or similar method) or by hand or a combination of these methods.** The use of front-end loaders or skid steer equipment will not be allowed in any circumstances except on concrete street work. Any sidewalk or sidewalk related work which is removed shall be immediately disposed of from the area and shall not be stockpiled or stored within the parkway or on the street pavement under any circumstances. There shall not be stockpiling of stone, other materials, tools, form work or equipment on any parkway. There shall not be any machinery parked, stored or operated on the parkway at any time. The Contractor shall have sufficient chutes, pumps, carts, buggies or wheel barrows on hand to eliminate ready-mix trucks from either driving or backing onto parkways.

11. JOB SITE PROTECTION

The Contractor shall be responsible for protection of the job site after each pour until curing has been accomplished and new concrete is resistant to damage including vandalism. If the Village determines that the Contractor is not providing adequate protection, the Village will assume job site protection responsibilities with deductions for employee time and / or overtime being made from final payout, after the Contractor has been notified of poor job site protection through written notice. Sidewalk that is vandalized or damaged and that cannot be reworked shall be replaced at the expense of the Contractor.

12. SITE CLEANLINESS / SPOIL DISPOSAL

12.1 The Contractor shall maintain a clean job site at all times. All spoil spillage, concrete slop or spill shall be immediately cleaned up from turn areas, adjoining walk, driveways or aprons and the street. No concrete truck washout of chutes will be allowed on any street, parkway or in any sewer. The Contractor is to provide containment and removal of excess concrete. No equipment or materials are to be stored in the street or parkway.

Initial: 

12.2 Disposal of all spoil materials (concrete or soils), shall be considered incidental to this contract. The Village will not provide any site(s) for any spoil materials on a temporary or permanent basis.

13. ELEVATIONS

13.1 The Contractor shall be required to excavate and remove soil or other materials under existing sidewalk or otherwise shall permit the thickness of the finished sidewalk to be in accordance with the specifications set forth herein and to provide a continuous, uninterrupted and level walk. This work will not be paid for separately but shall be considered incidental to the cost of the sidewalk.

13.2 The Contractor shall be responsible for necessary connections to private service walks to provide a smooth and level transition with adjoining public walks where elevations of public walk are altered from original existing walk.

13.3 The Contractor is responsible for meeting the ADA compliance.

14. DRIVEWAY CROSSINGS

14.1 When walk removal intersects private driveways the Contractor shall give notice to the respective homeowner 24 hours before work commences at that location so that the necessary vehicles can be removed.

14.2 When crossing a bituminous driveway the Contractor shall make a saw cut six (6) inches across drive to allow for form work prior to walk removal.

14.3 The Contractor shall be responsible for restoration of driveways and driveway aprons where damaged during removal or replacement operations.

14.4 Restoration of driveways and aprons shall be completed within two (2) days after concrete placement at that location.

15. RESTORATIONS

Upon completion of each pour, the Contractor shall be responsible for the restoration of the project. This restoration, including grasses, trees, shrubs and related landscape items, shall generally be within six inches of the sidewalk and shall be incidental to the sidewalk construction. In certain locations the Village will authorize additional restoration areas that will be compensated at the unit price bid for such work. Any damages to adjacent properties or utilities shall be restored to their original condition by the Contractor. Landscape restoration shall be within five (5) days of concrete placement.

Initial: 

16. DETECTABLE WARNINGS

Where the public walk intersects with the street, Contractor will ramp walk to provide accessibility for wheelchairs. All walk ramps must comply with the Illinois Department of Transportation Highway Standard 424001-03 which provides for truncated domes and a contrasting color of brick red (detail attached). The detectable warning area will be a 24" x 48" cast-in-place truncated dome warns tiles by Armor Tile Tactile Systems (www.armor-tile.com). Other products may be used with approval of the Engineer. Before ordering the detectable warnings, the Contractor shall verify with the Engineer the manufacturer, color, and style of the detectable warnings.

17. WORK AROUND TREES


17.1 The Contractor shall place extreme importance upon the protection and care of trees and shrubs during all times of this project.

17.2 When walk removal is required around trees, Contractor shall take extra precautions to avoid damage to tree and tree root system as follows. There shall not be stockpiling or storage of materials, tools or equipment within the drip line of any tree. There shall not be any machinery parked, stored or operated within the drip line of any tree. If during construction it becomes necessary to expose tree roots, the Contractor shall contact the Public Works Supervisor before cutting. A clean vertical cut must be made at the proper root location nearer the tree trunk, as necessary, by means of hand digging around the root and cutting with chain saw, hand saw or other similar method. Ripping, shredding, chopping or tearing will not be permitted. Use of an ax, hatchet, pick ax, machete or knife will not be permitted. Limbs which interfere with equipment operation or sight distances shall also be pruned by Village crews. Trees which are subjected to construction injury shall be thoroughly watered, with the number of applications to be directed by the Public Works Supervisor

17.3 In the event that a tree is injured such that potential irreparable damage may ensue, as determined by the Public Works Supervisor, the Contractor shall be held liable for the full value of the tree based upon the guideline entitled Council of Tree and Landscape Appraisers "Guide for Plan Appraisal" – most current edition. The Contractor shall cause to be paid to the Village of Bensenville either by direct payment to the Village or a deduction from the contract the full amount of replacement worth as determined by the guideline.

17.4 Should a tree be injured to a lesser extent, the Village of Bensenville's Forestry Division or a professional tree contractor approved by the Village will handle corrective work and a deduction shall be made from Contractor's request for payment.

17.5 Any sidewalk being replaced shall be at least one (1') foot from the base of any tree. This may be accomplished by curving the walk into the parkway to maintain a constant five foot walk width or by narrowing the walk around the tree. At no time shall a walk be curved onto private property to avoid a tree; walk shall be narrowed in this instance

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PART II TECHNICAL SPECIFICATIONS

1. GENERAL

1.1 These specifications shall apply to all new construction of or replacement of public pedestrian walkways located within dedicated public right-of-ways with the Village of Bensenville.

1.2 Wherever reference is made to "IDOT Standard Specifications" it shall mean the "Standard Specifications for Road and Bridge Construction, State of Illinois Department of Transportation" adopted January 1, 2012 and all supplemental specification thereto.

1.3 The items contained within this specification shall serve as a guide to items of specific requirements in the Village of Bensenville.

1.4 Where reference is made to "The Engineer" it shall be interpreted to mean the Director of Public Works or a designated representative of the Director of Public Works.

2. CONSTRUCTION

2.1 All pedestrian walkways shall be constructed of Portland Cement Concrete, Type I, constructed in one course on a prepared subgrade.

2.2 The dimensions of the walkways shall conform as follows:

2.2.1 The walks shall be 5'-0" (five feet) wide and 5" (five inches) in thickness, except at the intersection of driveways and where the sidewalk abuts curb (keywalks), where the thickness shall be a minimum of 6" (six inches), (8" through commercial driveways) for that portion of the walk.

2.3 FORMS

Construction shall conform to the requirements of Section 424 of the IDOT Standard Specifications except as modified herein. Formwork for P.C.C. Sidewalk shall be a minimum of 2x6 of steel of equal rigidity and height. **No 2x4 forms will be allowed during construction.**

2.4 SUBGRADE

2.4.1 The existing subgrade shall be mechanically tamped or rolled until thoroughly compacted. At locations where sidewalk is constructed at entrances, the sidewalk shall be thickened to the thickness of the adjacent entrance or driveway pavement. This work

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shall be considered as incidental, and no additional compensation will be allowed. No sidewalk shall be constructed upon any subgrade until subgrade is approved by Engineer.

2.4.2 Where filling is required to maintain the grade line of the walkway, the fill shall extend beyond the walk on each side a minimum of 1'-0" (one foot). The sides shall be graded at a slope of not more than 1' (one foot). The sides shall be graded at a slope of not more than 1' (one foot) in 2' (two feet). This fill material may be crushed aggregate, pit-run gravel, a mixture of gravel and clay, or other material approved by the Engineer. Pea gravel shall not be permitted for fill material. All fill shall be mechanically compacted in layers not greater than 6" (six inches). Any vegetation under sidewalk area shall be removed prior to the placement of the sidewalk or fill. This work shall be considered as incidental, and no additional compensation will be allowed.

2.4.3 If, when replacing walks, the Engineer determines that the existing base course is adequate, it need not be removed; however, fill may be added to adjust or level the grade.

2.4.4 If the Engineer determines that the existing subgrade material is unacceptable regardless of compaction procedures (muddy conditions or silty material), the Contractor shall remove all unacceptable subgrade as directed by the Engineer, and will replace it with proper fill material, as described in Section 2.5.2. This work shall be considered as incidental, and no additional compensation will be allowed.

2.4.5 The Contractor shall notify the Engineer at least twenty-four (24) hours before placing concrete to arrange an inspection. The Engineer shall inspect the base course and framework and give approval before any concrete may be placed.

2.4.6 The subgrade shall be damp, but not muddy, when the concrete is placed in the forms.

2.5 EXPANSION JOINTS.

Expansion joints ½" (one-half inch) thick shall be placed at intervals not exceeding 50' (fifty feet) in the sidewalk. Expansion joints shall also be placed where the sidewalk abuts a curb, and at other areas as directed by the Engineer. (Refer to IDOT Standard Specifications, Article 424.07 and Section 1051).

2.6 CONCRETE MIX

2.6.1 The concrete mix, materials and handling shall follow the specifications and procedures as presented in the IDOT Standard Specifications, Article 424 and Article 1020 for Class SI Concrete.

2.6.2 The maximum slump for concrete, using standard test procedures, is 4" (four inches) for sidewalks and 3" (three inches) for curbs, unless otherwise specified by the Engineer. At the discretion of the Engineer slump tests may be required to check the quality of the mix.

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2.6.3 At the discretion of the Engineer, test cylinders will be taken. Two (2) test cylinders, 6" (six inches) in diameter by 12" (twelve inches) in height, shall be made for every 25 CY (twenty-five cubic yards), or fraction thereof, of concrete as directed by the Engineer.

2.7 FINISHING.

2.7.1 Concrete, after being placed to the top of the forms, shall be finished to a true and even surface with floats and trowels. The final troweling shall be done with a steel trowel, leaving a smooth even finish. After the water sheen has disappeared, the surface shall be given a final finish by brushing with a whitewash brush. The brush shall be drawn across the sidewalk at right angles to the edges of the walk, producing a uniform, slightly, roughened surface with parallel brush marks.

2.7.2 The surface shall be divided by grooves constructed across the width of the sidewalk. The grooves shall extend to $\frac{1}{4}$ (one-quarter) the depth of the sidewalk, shall not be greater than $\frac{1}{4}$ " (one-quarter inch) in width and shall be spaced at 5' (five foot) intervals. The longitudinal edges of the sidewalk shall be edges as described above.

2.7.3 Refer to the IDOT Standard Specifications, Article 424.06.

2.8 CURING.

After completion of concrete finishing and concrete has sufficiently set-up, the Contractor shall use one of the following methods for curing concrete. With the exception of 2.8.3, the curing material shall remain undisturbed for a minimum period of three (3) days, regardless of weather conditions.

2.8.1 Polyethylene sheeting, at least 4 (four) mils thick and of sufficient size to cover the entire sidewalk in an air-tight manner, shall be used after the concrete has been wetted.

2.8.2 Burlap blankets, sufficient in size to cover the entire sidewalk, shall be placed and kept continuously wet for the specified period, or shall be placed, wetted and covered with the polyethylene sheeting as specified in 2.9.1.

2.8.3 A membrane curing compound approved for the use in State projects, as specified in IDOT Standard Specifications Article 1022.01, shall be applied to the freshly placed and finished concrete, in accordance with IDOT Standard Specifications, Article 1020.13. No membrane compound shall be used when the air temperature is below 40° F (5°C).

2.9 SPECIAL PROVISIONS IN COLD WEATHER

2.9.1 No concrete will be placed when the air temperature is 35° F (2°C) or less, without permission from the Engineer. No concrete shall be placed on ice, snow or frozen surface. The Contractor shall be responsible for all concrete damaged by low-

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temperatures, and any concrete so damaged shall be removed and replaced by him at his expense.

2.9.2 The Contractor, at his discretion and expense, may add a maximum 1% (one percent) Calcium Chloride, conforming to AASHTO M 144 standards, by weight of cement to the concrete mixture, in order to obtain a high early-strength mixture. Therefore, its use does not justify an elimination or a reduction in the amount of concrete protection.

2.9.3 If at any time during the three (3) day curing period, it is forecast that the air temperature will be 32° F (0° C) or less, the Contractor shall place 12" (twelve inches) of loose, dry straw on top of whatever curing method the Contractor uses (See 2.8) and shall cover the straw with a layer of polyethylene sheet as specified in 2.8.1. This procedure is to be used as protection due to low temperatures, and shall remain in place until permission for removal is granted by the Engineer.

2.10 EQUIPMENT AND OTHER CONSTRUCTION REQUIREMENTS

The equipment used in mixing, transporting and construction and other construction requirements not mentioned above, shall meet the requirements covered in the IDOT Standard Specifications. All applicable sections of these Specifications shall apply.

3. PROTECTION

It shall be the responsibility of the person or Contractor installing the walkway to protect the work from physical damage (structural or cosmetic). Barricades, covers, watchmen, etc., shall be provided as may be required to provide adequate protection for the Work and the public.

4. FORMING DETAIL

Refer to "Forming Detail for Public Sidewalk" attached hereto.

5. UTILITY COVER ADJUSTMENTS

This work shall consist of adjusting existing B-boxes, valve boxes and manhole frames in sidewalk construction areas to the new sidewalk grade. B-boxes and valve boxes shall be adjusted to the proposed grade of the new sidewalk by means of mechanically lifting or screwing the units. Manholes shall be adjusted by removing and/or adding to existing masonry. As required, new pre-cast concrete adjusting rings shall be installed. Frames shall be set and sealed to the masonry with two rows of extrudible preformed plastic gasket. Backfill excavated spaces with compacted granular backfill up to the subgrade of the surrounding walk. The inside surface of the joint between the cast iron frame and the top masonry unit shall be "battered" with cement mortar after the sidewalk has been placed.

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No additional payment will be made for structure adjustments, such work to be considered incidental to the applicable sidewalk payment item. If new B-boxes, valve box covers or manhole frames and covers are required, such parts will be furnished by the Village.

6. ADDITIONAL DRIVEWAY – PCC

This work shall consist of the removal of additional portions of existing concrete driveways and approaches at locations directed by the Engineer. Work shall be done in accordance with IDOT Standard Specifications Section 423. Existing concrete shall be neatly saw-cut to a full depth. Driveway concrete shall be Class PV. Thickness of concrete shall be six inches (6 inches), eight inches for commercial drives. Curing and protection shall be in accordance with Article 1020.13 of the IDOT Standard Specifications.

9. ADDITIONAL DRIVE – BITUMINOUS CONCRETE

This work shall consist of the removal of all or part of existing bituminous paved driveways and approaches at locations directed by the Engineer. Existing surface shall be saw cut and removed. Any base aggregate removed with the surface shall be replaced. The aggregate base shall be reshaped if necessary, compacted and primed with MC-30. Driveway areas shall be surfaced with a minimum 3" compacted thickness of Bituminous Concrete Surface Course, Class I, Mix D, Type 2. **Cold patch may not be used.**

10. ADDITIONAL PARKWAY RESTORATION

At areas indicated by the Engineer, Contractor shall provide topsoil and sod to restore grassy areas next to any new sidewalks or other replaced surfaces. The restoration shall consist of a 4" (four inch) depth of pulverized topsoil and sod. **Sod shall be a minimum of 24" inches in width.** Sod shall be handled and placed by hand with close joints and no overlapping. The sod shall be laid in strips, edge-to-edge with the joints on the long dimension of the sod staggered. All openings in the sod shall be plugged with sod and all joints shall be filled with topsoil. Immediately after the sod is laid, it shall be sprinkled thoroughly and then tamped or rolled sufficiently to incorporate the sod with the sod beds and insure tight hand joints between the sod strips.

All materials, surface preparations, topsoil placement, sod installation and watering shall be in accordance with Sections 211 and 252 of the IDOT Standard Specifications except for methods of measurement and payment.

Sod shall not be placed between June 15th and September 1st unless authorized by the Owner. Water for sod shall be supplied from a tank truck which can only be refilled from a hydrant at the Public Works Facility or from a source other than the Village of Bensenville's water distribution system.

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11. CLEARING

Where required to construct the sidewalk and as directed by the Engineer, clearing shall be performed by the Contractor. Clearing shall be limited to the minimum required to install the sidewalk. Clearing work will consist of removing or pruning of small trees (less than 6" D.B.H. (diameter at breast height), brush, stumps, roots and other woody vegetation within the designated sidewalk corridor width. The Engineer, or his/her designee, shall indicate the location and extent of material to be removed or pruned. All material cut or trimmed as part of the clearing process shall be removed from the site and properly disposed of at an off-site disposal or recycling area. Any cutting of brush is to be carried out on foot only. Chain saws, handsaws, brush clearing saws and loppers are permissible, with the approval of the Public Works Supervisor.

12. ADDITIONAL CURB REMOVAL AND REPLACEMENT

This work consists of removing and disposing of the existing curb or curb and gutter which is required for construction of handicap ramps or sidewalk which is broken, otherwise damaged and indicated for removal and replacement by the Engineer, and the replacement with new curb or curb and gutter of a type similar to that which is existing, in accordance with the applicable portions of Sections 440 and 606 of the IDOT Standard Specifications and as directed as required and herein defined in the project scope of work.

The Contractor shall machine-saw cut a perpendicular clean joint between that portion of the curb or curb and gutter to be removed and that which is to remain in place. Contraction joints shall be located at not more than 20' (twenty foot) intervals between expansion joints. A ¾" (three-quarter inch) performed expansion joint filler shall be placed between the back of new curbing and any existing or proposed abutting paved driveway or sidewalk. Expansion joint shall extend for the full depth of the sidewalk or driveway pavement.

New finished curbing shall be cured by the Membrane Curing Methods in accordance with Section 1020.13 of the IDOT Standard Specifications using Membrane Curing Compound Type II. Concrete placed after October 15th shall be sealed with a protective coat in accordance with Section 1023 of the IDOT Standard Specifications.

Public Walk shall be 5' (five feet) wide and 5" (five inches) thick except at intersection of driveways and handicap ramps where the thickness shall be a minimum of 6" (six inches), or as directed by the Engineer.

Wherever walks intersect with other walks, parking lots, driveways or streets. The surfaces shall blend to a common level to allow smooth passage of wheelchairs.

All sidewalks shall be pitched ¼" (one-quarter inch) per foot of width away from property line.

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Expansion joints $\frac{1}{2}$ " (one-half inch) thick shall be placed at intervals not exceeding 50' (fifty feet) in the sidewalk. Expansion joints shall also be placed where the sidewalk abuts a curb or along the intersection with concrete driveways.

The surface shall be divided by grooves construction across the width of the sidewalk. The grooves shall extend to $\frac{1}{4}$ (one quarter) the depth of the sidewalk, shall not be greater than $\frac{1}{4}$ " (one-quarter inch) in width and shall be spaced at 5' (five foot) intervals.

Side forms shall be of lumber not less than 2" (two inches) nominal thickness by 5" (five inches).

The use of a single 2" x 4" for form work shall be unacceptable.

The subgrade shall be mechanically tamped or rolled until thoroughly compacted.

Fill material may be crushed aggregate, pit run gravel or a mixture of gravel and clay. Pea gravel shall not be permitted for fill material.

11. TRAFFIC CONTROLS

This Contractor shall obtain, erect, maintain and remove all signs, barricades, flagmen and other traffic control devices as may be necessary for the purposes of regulating, warning and guiding traffic. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Article 107.14 of the Standard Specifications and the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Contractor shall submit a traffic detour plan to the Engineer prior to the first pre-construction meeting and shall notify NorCom and Public Works when a street is closed and again when it is opened. The traffic detour plans shall show type of barricades, signs and locations. Separate plans shall be prepared for each construction site. This work will not be paid separately, but is incidental to the work. All required traffic control devices shall be in accordance with the requirements of the agency having jurisdictional control of the roads where the devices will be placed.

12. ADDITIONAL WORK

Should any additional work be required to complete this project and not be already included in the above listed items of work, the work shall be performed in accordance with the specifications and paid at the rates already established under this bid.

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BIDDER INFORMATION SHEET

NAME: (PRINT) ANTONIO DI PAOLA

SIGNATURE: 

COMPANY NAME: (PRINT)

STRADA CONSTRUCTION CO

ADDRESS: 1742 W. ARMITAGE CT
ADDISON, IL 60101

TELEPHONE: 630 - 627-3800

FACSIMILE: 630 - 627-3819

EMAIL: _____

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:**
Sidewalk Replacement- Bid

The bids must be received by **10:00am on May 25th, 2012**. They will be publicly opened and read on **May 25th, 2012 at 10:00am** in the Village Hall Board Room.

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

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BID SHEETS**2012 SIDEWALK REPLACEMENT PROGRAM**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	SIDEWALK REMOVAL & REPLACEMENT	4,700	SF	\$6.98	\$32,806
2.	DRIVEWAY REMOVAL & REPLACEMENT	75	SY	\$49.50	\$3712.50
3.	DETECTABLE WARNINGS	1	EA	\$100.00	\$100.00
4.	SOD/TOPSOIL	800	SY	\$2.00	\$1600
TOTAL:				\$38,218.50	

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GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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- The bidder shall pay not less than the prevailing rate of wages as found by the Department of Labor or determined by the court to all laborers, workmen and mechanics performing work under this contract. Bidder must adhere at all times to Federal Wage Determination #1189-11, Rev.Stat.Section 39 S-2 (Modification #3).
- 2) Removal or Suspension of Bidders - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:
 - a) Services performed do not comply with specifications of contract with the vendor;
 - b) Work is not done within the contract's specified in the contract;
 - c) An offer is not kept firm for the length of time specified in the contract;
 - d) Contractor fails to provide performance bond when required by invitation to bid;
 - e) Contractor is found guilty of collusion;
 - f) Bankruptcy or other evidence of insolvency is found;
 - g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.
- 3) Compliance to Law -
 - a) The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or

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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 "Sidewalk Replacement - 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.

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- 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

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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

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General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

- (2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

C) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village of Bensenville. At the option of the Village of Bensenville, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Bensenville, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

D) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (b) The Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Bensenville, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.

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(3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the Village of Bensenville.

E) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois

F) Verification of Coverage

Contractor shall furnish the Village of Bensenville with certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements affecting coverage require by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Bensenville and are to be received and approved by the Village of Bensenville before any work commences. The attached Additional Insured Endorsement (Exhibit A) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit A). The Village of Bensenville reserves the right to request full certified copies of the insurance policies and endorsements.

G) Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

H) Assumption of Liability

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement

I) Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of

Initial: 

the sole legal cause of the Village of Bensenville, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connections therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge the same. Contractor expressly understand and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

- 5) F.O.B. - All prices must be quoted F.O.B. Bensenville Illinois. Shipments shall become the property of the Village after delivery and acceptance.
 - a) CONTRACTOR shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by OWNER at the point of delivery; and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and malicious, mischief, collapse, water damage and such other perils, as CONTRACTOR deems appropriate.
- 6) Delivery Schedule - Bid items must be delivered within sixty (60) days from the date of execution of the contract unless a specific delivery date is stated on the bid. The Village may cancel contract without obligation if Delivery requirements are not met. If said contract is not canceled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision enumerated herein. All deliveries must be made on Monday - Friday, excluding Village holidays, between the hours of 7:00 a.m. and 3:30 p.m. Contractor is expected to ship in full truckload quantities within said sixty (60) day period unless prior approval has been granted by the Village in advance for circumstances beyond the control of the contractor.
- 7) Delivery - Bid price shall include delivery as indicated herein.

- 8) Default - The Village may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

If the contractor fails to make delivery or to perform the services within the time specified herein or any extension hereof.

In the event the board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the Village for any excess costs for such similar supplies for services; PROVIDED that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- 9) Alternate Materials and Equipment - Where specifications read "or approved equal", contractor shall direct a written description to the Public Works Director for approval, as set forth herein below. Generally, where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that specification or equal, or item that will perform a comparable function and be equal thereto to fill the needs of the Village, unless "No Substitutes" is specified. When offering alternatives, they must be identified by brand name and catalog number; in addition, the manufacturer's literature shall be included with the bid. However, bidders will be required to furnish samples upon request and without charge to the Village.
- 10) Bidder's Access to Procurement Information - All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.
- 11) Acceptance - Contracted work will be considered accepted when final payment is made.
- 12) Payment -
- a) For services of merchandise ordered by purchase order, payment will be made to a vendor provided and service or merchandise has been properly tendered to and accepted by the Village. Payment by check to a vendor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 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 2nd and 4th Tuesdays of the month.

Initial: 

- 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:

Village of Bensenville:

Signature

Signature

Title

Title

Date

Date



Village of Bensenville

2012 Sidewalk Square Replacement- Overview

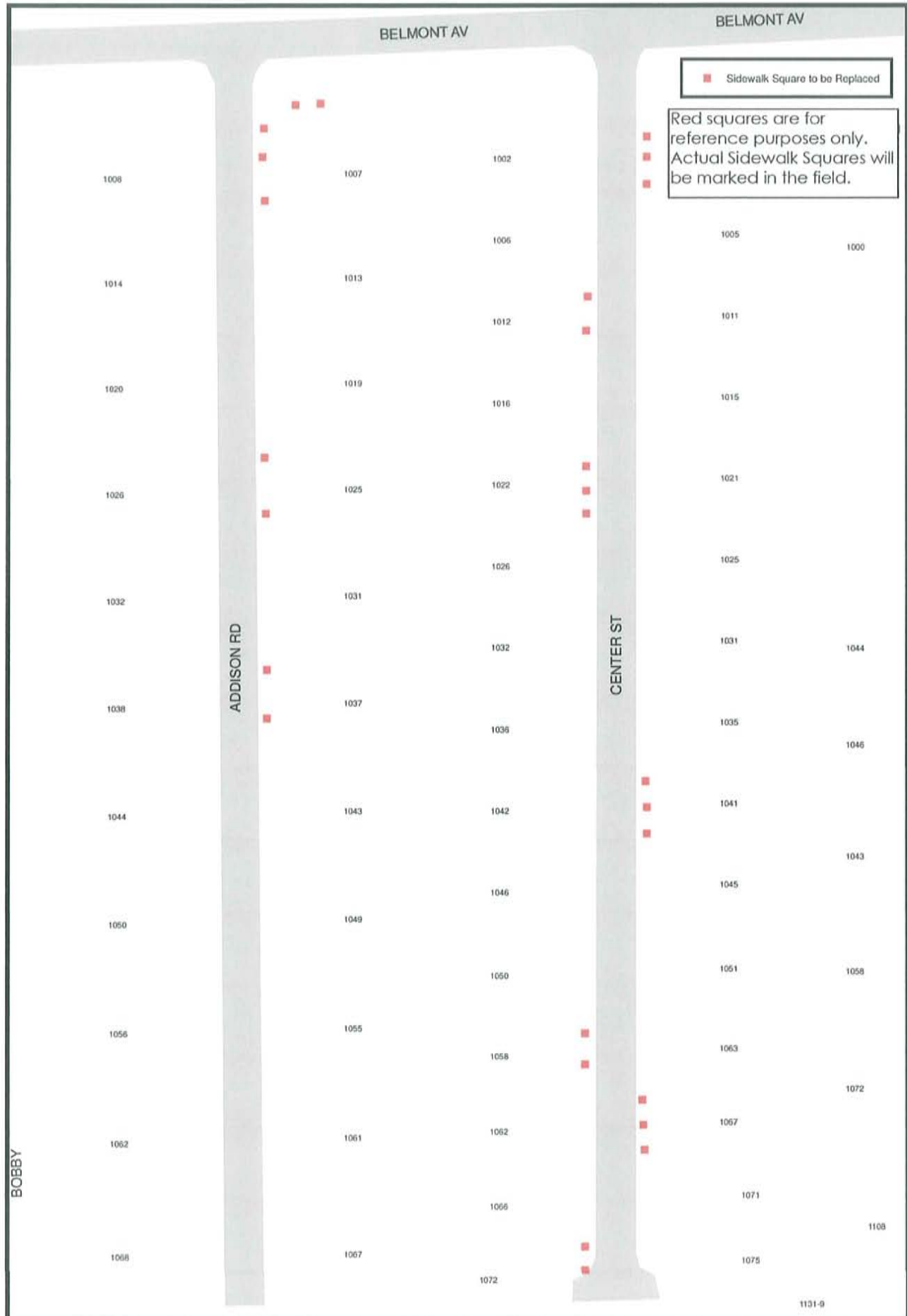
■ Sidewalk Square to be Replaced

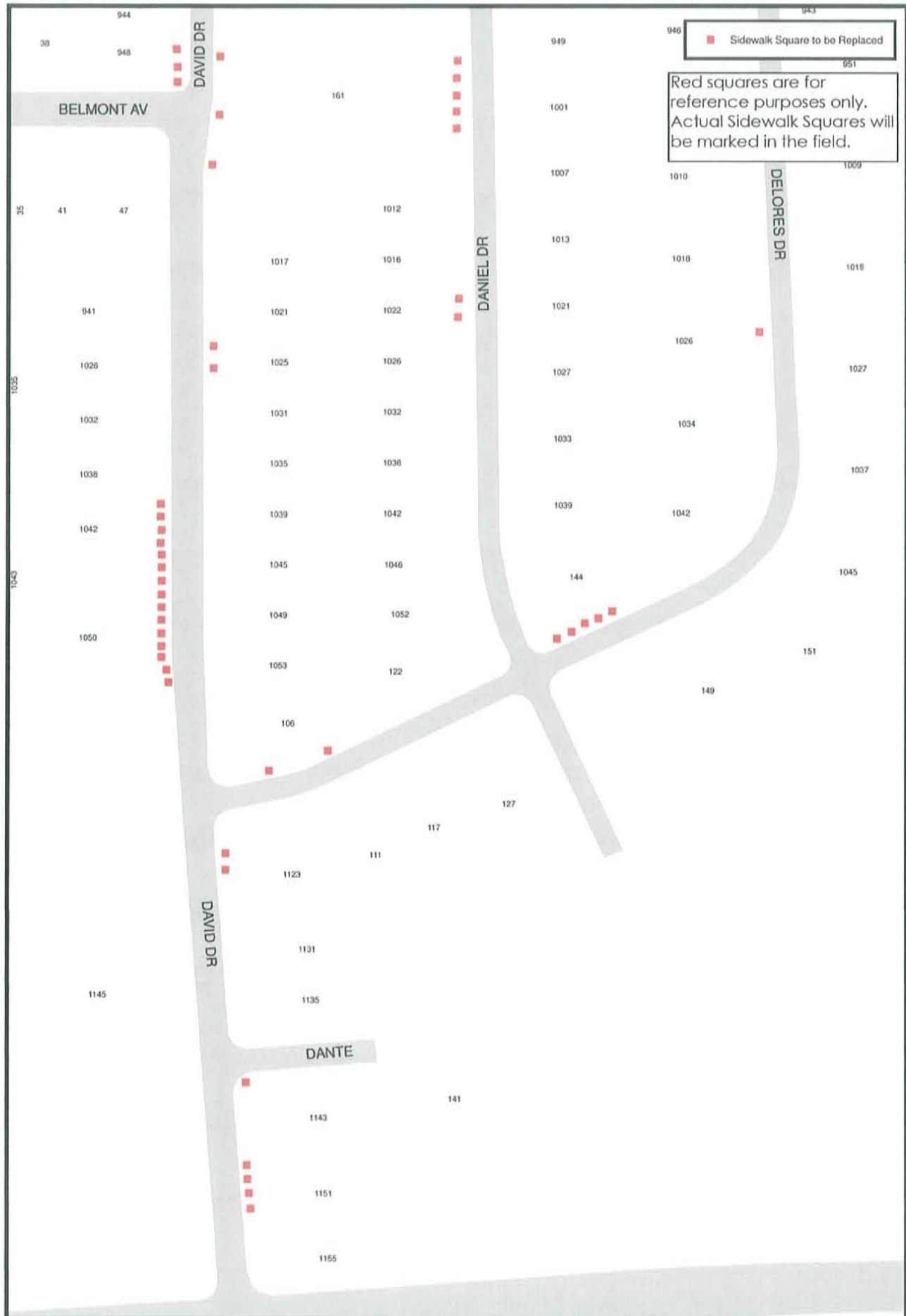


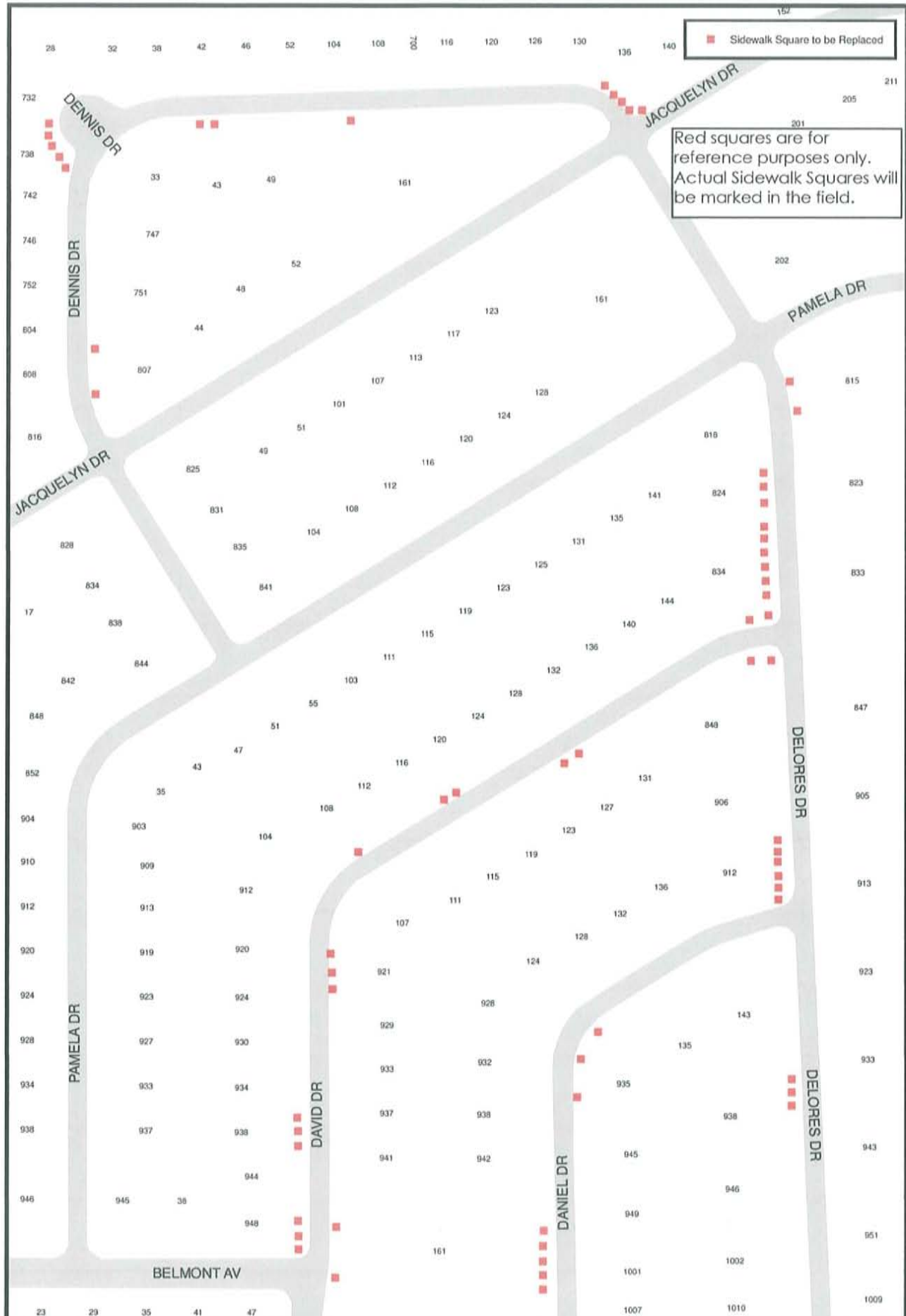


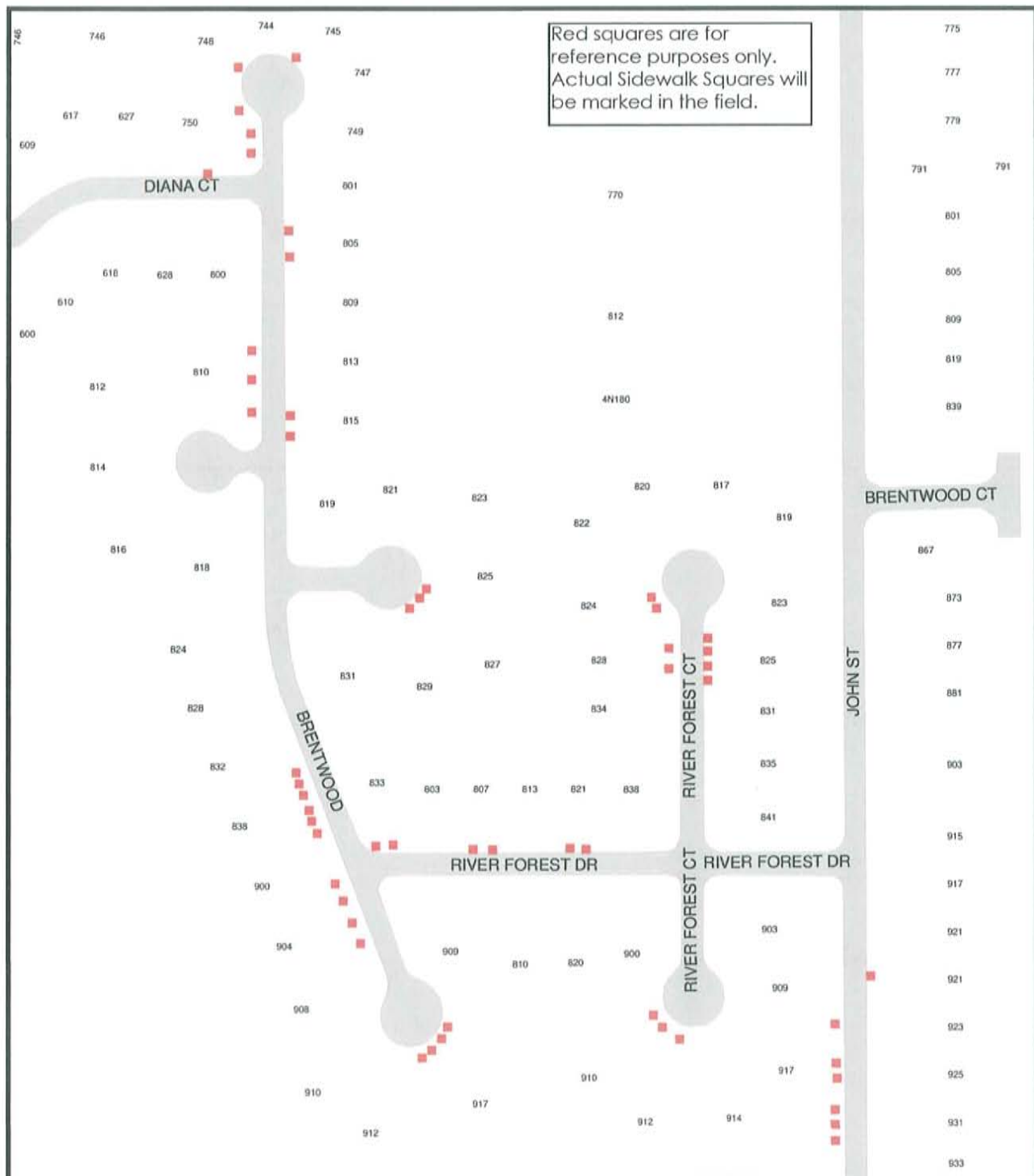
Village of Bensenville

2012 Sidewalk Square Replacement-Belmont/Center/Addison









TYPE: Ordinance Amendment **SUBMITTED BY:** Chief Frank Kosman **DATE:** 6/20/12

DESCRIPTION: Ordinance Amending the Position of Part-time Police Officer

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Public Safety (Approved 6-0)

DATE: 6-19-12

BACKGROUND

The Illinois Law Enforcement Training and Standards Board (ILETSB) has notified the police department with a letter that our ordinance establishing the position of part-time police officer that was passed in 2000 does not now currently satisfy the requirements for the authorization of the hiring and use of part-time officers. Based on the letter and the model ordinance that the ILETSB provided, I have attached a final and a draft of a proposed part-time police officer authorization ordinance that would be in compliance with the current statutory and administrative requirements of the State for the committee's consideration. The changes are crossed out and underlined in the draft ordinance. Also, I have attached the ILETSB letter with the model ordinance and our current ordinance

KEY ISSUES:

In summary, the substantial changes are the following:

- A recital was added describing the Village as a municipality under the Illinois Municipal Code.
- Section 1 incorporates the recitals.
- Section 2 was amended to provide the required description for the hiring qualifications.
- Section 4 was amended to provide the required restriction of hours that a part-time officer may work in a calendar year.
- Section 6 was added to protect the validity of the ordinance if only a portion of it was found to be invalid.

ALTERNATIVES:

- Approve the Ordinance Amendment
- Deny the Ordinance Amendment
- Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the Ordinance Amendment. This item was unanimously approved by the Public Safety Committee on June 19, 2012.

BUDGET IMPACT:

None

ACTION REQUIRED:

Pass the ordinance amending the position of part-time police officer.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE POSITION OF PART-TIME
POLICE OFFICER**

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

WHEREAS, the corporate authorities of the Village of Bensenville deem it to be in the best interests of the public health and safety of residents of the Village of Bensenville that the Village of Bensenville authorize the hiring of part-time officers; and

WHEREAS, Section 3.1-30-21 of the Illinois Municipal Code (65 ILCS 5/3.1-30-21) authorizes a municipality to employ part-time police officers; and

WHEREAS, said statute made and provided requires a municipality employing part-time police officers to establish by ordinance hiring standards for part-time police officers and submit those standards to the Illinois Law Enforcement Training Standards Board; and

WHEREAS, the Village of Bensenville desires to comply with said statutory mandate as aforesaid; and

WHEREAS, Section 8.2 of the Illinois Police Training Act states that a person hired to serve as a part-time police officer must obtain from the Illinois Law Enforcement Training Board a certificate attesting to his or her successful completion of the part-time police training course or a training program of similar content in hours which has been found acceptable by the Board; or attesting to the Board’s determination of the part-time police training course is unnecessary because of the officer’s prior law enforcement experience.

NOW, THEREFORE, 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: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: That the corporate authorities of the Village of Bensenville hereby adopt as their hiring standard for part-time police officers the requirement that all part-time police officers hired under the provisions of this ordinance shall complete the training required of part-time police officers and obtain within the time limits required by the Illinois Law Enforcement Training Standards Board, the certificate mandated by Section 8.2 of the Illinois Police Training Act. Any person employed as a part-time police officer must meet the following standards:

- A. Be of good moral character, or temperate habits, of sound health, and physically and mentally able to perform assigned duties.
- B. Be at least twenty-one (21) years of age.
- C. Pass a medical examination.
- D. Possess a high school diploma or GED certificate.
- E. Possess a valid State of Illinois driver's license.
- F. Possess no prior felony convictions.
- G. Any individual who has served in the U.S. military must have been honorably discharged.

SECTION THREE: That all part-time police officers hired under the provisions of this ordinance shall be deemed to be at will employees of the Village of Bensenville

and their said employment may be terminated or their hours diminished at the sole discretion of the Police Chief, or Acting Police Chief, of the Village of Bensenville. All such part-time police officers hired under the provisions of this ordinance shall not be subject to any of the provisions contained in Section 10-2.1-1 et seq. of the Illinois Municipal Code (65 ILCS 5/10-2.1-1 et seq.), and provisions contained therein for the hiring of full-time police officers, discipline of full-time police officers and termination of full-time police officers shall not apply to part-time police officers hired under the provisions of this ordinance.

SECTION FOUR: That the Police Chief, or Acting Police Chief, of the Village of Bensenville is hereby given the authority to hire such number of part-time police officers, and to establish the hours to be worked by such part-time police officers, as the Police Chief, or Acting Police Chief, deems necessary to provide adequate police coverage for the residents of the Village of Bensenville, but the number of hours a part-time officer may work within a calendar year is restricted.

SECTION FIVE: This ordinance is effective immediately.

SECTION SIX: That if any section, paragraph, clause, phrase or part of this ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining provisions of this ordinance, and the application of these provisions to any person or circumstances shall not be affected thereby.

SECTION SEVEN: The Chief of Police shall provide a certified copy of this ordinance to the Illinois Law Enforcement Training Standards Board for its review.

SECTION EIGHT: 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 of the Village of Bensenville, this _____ day of June, 2012.

APPROVED:

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____



Illinois Law Enforcement Training and Standards Board

STATE OF ILLINOIS

Pat Quinn, Governor
Kevin T. McClain, Executive Director

Phone: (217) 782-4540
Fax: (217) 524-5350
Website: <http://www.ptb.state.il.us>

CHAIRMAN

SHERIFF BRENT A. FISCHER
ADAMS COUNTY

VICE CHAIRMAN

CHIEF H. RICHARD WATSON, RET.
CAHOKIA POLICE DEPARTMENT

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DWIGHT W. WELCH
MAYOR, COUNTRY CLUB HILLS

CHIEF ARTIS YANCEY, RET.
WAUKEGAN POLICE DEPARTMENT

ROLANDO VILLAFUERTE

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ST. CLAIR COUNTY

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MAYOR, URBANA

STATUTORY MEMBERS

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ATTORNEY GENERAL
STATE OF ILLINOIS

DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
COOK COUNTY

GARRY MCCARTHY
SUPERINTENDENT
CHICAGO POLICE DEPARTMENT

SHERIFF THOMAS DART
COOK COUNTY

HIRAM GRAU
DIRECTOR
DEPARTMENT OF STATE POLICE

SPECIAL AGENT-IN-CHARGE
FBI, SPRINGFIELD

DIRECTOR
POLICE TRAINING INSTITUTE,
CHAMPAIGN

SALVADOR GODINEZ
DIRECTOR
ILLINOIS DEPARTMENT OF
CORRECTIONS

April 24, 2012

Chief Frank Kosman
Bensenville Police Dept
100 N Church Rd.
Bensenville, IL 60106

Re: Part-time Ordinance Request Modification

Dear Chief Kosman:

We have recently reviewed the part-time officer ordinance submitted by your agency. Upon review we find that it fails to address at least one of the statutory or administrative requirements. Please modify the ordinance by addressing the following item(s) indicated by the "X" and return it our attention:

- X A description of the qualifications one must possess to become a part-time officer. (HIRING STANDARDS) Example: 21 years of age, education requirement, valid driver's license, residency, no prior convictions, etc.
- A statement that these part-time officers must be trained in accordance with ILETSB requirements
- X A statement that a number of hours a part-time officer may work within a calendar year are restricted
- The name of the municipality
- The date the ordinance was approved
- A reference to the record vote approving the ordinance
- The signature of an administrator verifying the entry of the ordinance

Please be advised that under the Illinois law, an ordinance must be on file before part-time officers can be hired, entered on a department's roster, or authorized to participate in any training programs. Without a proper ordinance on file, the costs of training these officers will not be reimbursed by the Board and our records will reflect that the department is out of compliance. **A sample ordinance is available on our website for your convenience.**

Thank you for your assistance in this matter. Should you have additional questions, please feel free to contact me or Jan Allen at your earliest convenience.

Very truly yours,

John R. Keigher
Board Legal Counsel

cc: MTU #3

SAMPLE: Part-time Ordinance

The language of the ordinance below is provided as a sample of an acceptable format and is not intended to provide legal advice or identify a technical template for approval. Please review the pertinent sections of the Police Training Act and the Illinois Municipal Code, or consult with a municipal attorney to ensure that the language of the submitted ordinance is fully binding and otherwise compliant with all applicable laws, rules, and regulations.

CITY/VILLAGE/TOWN OF _____ – ORDINANCE NO. _____

The Corporate Authorities of the City/Village/Town of _____,
_____ County, Illinois, hereby ordain as follows:

SECTION 1. PART-TIME POLICE.

- A. Employment. The City/Village/Town of _____ may employ part-time police officers from time to time as they deem necessary.
- B. Duties. A part-time police officer shall have all the responsibilities of a full-time police officer and such specific duties as delineated in the General Orders of the _____ Police Department, but the number of hours a part-time officer may work within a calendar year is restricted. Part-time police officers shall not be assigned to supervise or direct full-time police officers. Part-time police officers shall be trained in accordance with the Illinois Police Training Act (50 ILCS 705/1 et. seq.) and the rules and requirements of the ILETSB.
- C. Hiring Standards. Any person employed as a part-time police officer must meet the following standards:
1. Be of good moral character, of temperate habits, of sound health, and physically and mentally able to perform assigned duties.
 2. Be at least twenty-one (21) years of age.
 3. Pass a medical examination.
 4. Possess a high school diploma or GED certificate.
 5. Possess a valid State of Illinois driver's license.
 6. Possess no prior felony convictions.
 7. Any individual who has served in the U.S. military must have been honorably discharged.
- D. Discipline. Part-time officers shall be under the disciplinary jurisdiction of the chief of police. Part-time police officers serve at the discretion of the City/Village/Town authorities, shall not have any property rights in said employment, and may be removed by the City/Village/Town authorities at any time. Part-time police officers shall comply with all applicable rules and General Orders issued by the Police Department.

SECTION 2. That if any section, paragraph, clause, phrase or part of this ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining provisions of this ordinance, and the application of these provisions to any person or circumstances shall not be affected thereby.

SECTION 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed insofar as they conflict herewith.

SECTION 4. That this ordinance shall be in full force and effect from and after its passage as provided by law.

ADOPTED this ____ day of _____, 20____, by the affirmative vote of the corporate authorities, as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 20____.

(Presiding Officer)

ATTEST:

City/Village/Town Clerk

ORDINANCE # 1-2000

ESTABLISHING THE POSITION OF PART-TIME POLICE OFFICER

WHEREAS, the corporate authorities of the Village of Bensenville deem it to be in the best interests of the public health and safety of the residents of the Village of Bensenville that the Village of Bensenville authorize the hiring of part-time police officers; and

WHEREAS, Section 3.1-30-21 of the Illinois Municipal Code (65 ILCS 5/3.1-30-21) authorizes a municipality to employ part-time police officers; and

WHEREAS, said statute made and provided requires a municipality employing part-time police officers to establish by ordinance hiring standards for part-time police officers and submit those standards to the Illinois Law Enforcement Training Standards Board; and

WHEREAS, the Village of Bensenville desires to comply with said statutory mandate as aforesaid; and

WHEREAS, Section 8.2 of the Illinois Police Training Act states that a person hired to serve as a part-time police officer must obtain from the Illinois Law Enforcement Training Board a certificate attesting to his or her successful completion of the part-time police training course or a training program of similar content in hours which has been found acceptable by the board; or attesting to the Board's determination of the part-time police training course is unnecessary because of the officer's prior law enforcement experience.

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 corporate authorities of the Village of Bensenville hereby adopt as their hiring standard for part-time police officers the requirement that all part-time police officers hired under the provisions of this ordinance shall complete the training required of part-time police officers and obtain within the time limits required by the Illinois Law Enforcement Training Standards Board, the certificate mandated by Section 8.2 of the Illinois Police Training Act.

SECTION TWO: That all part-time police officers hired under the provisions of this ordinance shall be deemed to be at will employees of the Village of Bensenville and their said employment may be terminated or their hours diminished at the sole discretion of the Police Chief, or Acting Police Chief, of the Village of Bensenville. All such part-time police officers hired under the provisions of this ordinance shall not be subject to any of the provisions contained in Section 10-2.1-1 et seq. of the Illinois Municipal Code (65 ILCS 5/10-2.1-1 et seq.), and the provisions contained therein for the hiring of full-time police officers, discipline of full-time police officers and termination of full-time police officers shall not apply to part-time police officers hired under the provisions of this ordinance.

SECTION THREE: That the Police Chief, or Acting Police Chief, of the Village of Bensenville is hereby given the authority to hire such number of part-time police officers, and to establish the hours to be worked by such part-time police officers, as the Police Chief, or Acting Police Chief, deems necessary to provide adequate police coverage for the residents of the Village of Bensenville.

SECTION FOUR: This ordinance is effective immediately.

SECTION FIVE: The Acting Chief of Police shall provide a certified copy of this ordinance to the Illinois Law Enforcement Training Standards Board for its review.

SECTION SIX: 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
4th day of January, 2000.

John C. Geils
Village President

ATTEST:

Lynn D. Hutcherson
Deputy Village Clerk

AYES: Basso, Kervin, Strant, Tralewski, Walberg, Wanzung

NAYS: None

ABSENT: None

Published in Pamphlet Form

TYPE: Resolution **SUBMITTED BY:** M. Rysavy **DATE:** 06.20.12

DESCRIPTION: Approve a Resolution Authorizing the Execution of a Contract with FGM Architects, Inc. for Architectural Services for a Space Needs and Feasibility Study for a Shared Police Facility in the amount of \$39,850.00.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Public Safety (Approved 6-0)

DATE: 06.19.12

BACKGROUND:

As part of the Village's efforts to maintain Quality Customer Oriented Service and a Safe and Beautiful Village, the 2012 budget included funding of a feasibility study for a new or remodeled Village Police Facility including a potential partnership with the Canadian Pacific Rail Police for a shared facility. The staff issued an RFQ for Architects to perform the Feasibility Study on 5.7.12, with submittals required on 5.25.12. The Village received 9 proposals which were evaluated by 8 staff members. The evaluations were so close between the top 3 respondents (within 1.87% of each other) that staff invited all three in to interview personally. On 6.11.12 the three highest rated teams interviewed with the same staff that evaluated the proposals.

FGM Architects, Inc. was determined to be the most qualified firm through the interview and review process. In particular, FGM proved to be the most commonly used firm for feasibility studies in the state of Illinois. Following the interviews and reference check, staff opened the sealed bid work effort proposal accompanying their proposal and negotiated a fee of \$39,850.00 to complete the study.

KEY ISSUES:

The scope of work for this feasibility study will bring several deliverables to the Village for consideration:

- A needs assessment that will evaluate our current and future requirements for the Police Facility
- An assessment of the overall size, quality and lifespan of our current Police Facility
- A determination of whether a new Police Facility will be required in conjunction with the needs assessment
- An assessment of alternate site possibilities within the Village, if necessary
- An estimated cost of construction for any new facilities or remodels

Per the proposed schedule, we anticipate presentation of the final study to the Board in late September. Timing for this study is important due to planning needed for the budget process and because CP Rail needs to know the Village's commitment by the end of the year. The cost feasibility of the final project is a component of the feasibility study and the fact that we are doing the study does not obligate the Village in any way to construct a facility. The Public Safety Committee voted 6-0 to approve.

ALTERNATIVES:

1. Approve the Resolution
2. Deny motion and require Staff to issue another RFP.
3. Discretion of the Board

RECOMMENDATION:

Staff recommends approval of the Resolution to contract with the most qualified firm, FGM Architects, Inc., to perform the feasibility study.

BUDGET IMPACT:

The total cost of the contract is \$39,850.00, which is well below the budgeted amount of \$75,000.

ACTION REQUIRED:

Motion to approve the Resolution authorizing the Village Manager to enter into a contract with FGM Architects, Inc.

RESOLUTION NO. R-

**A RESOLUTION APPROVING THE EXECUTION OF A
CONTRACT FOR ARCHITECTURAL SERVICES FOR A SPACE NEEDS AND
FEASIBILITY STUDY FOR A SHARED POLICE FACILITY WITH FGM ARCHITECTS,
INC.**

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

WHEREAS, the VILLAGE is empowered to make all agreements and contracts and to undertake other acts as necessary in the exercise of its statutory powers; and

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

WHEREAS, FGM Architects, Inc. has provided the VILLAGE a Contract to complete a space needs and feasibility study for a shared police facility for the VILLAGE to be completed and presented the Village Board in September 2012; and

WHEREAS, completing this space needs and feasibility study would capitalize on the VILLAGE’s strategic planning goals and allow the VILLAGE to evaluate its ability to fund and construct a new shared police facility; and

WHEREAS, for this purpose, the VILLAGE has determined that it is reasonable, necessary, and desirable to enter into a Contract for Architectural Services for a space needs and feasibility study for a shared police facility with the FGM Architects, Inc., which Contract is attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

SECTION TWO: The 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 Contract 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 _____ day of _____, 2012.

APPROVED:

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

Ayes: _____

Nays: _____

Absent: _____

FGM ARCHITECTS

Proposal for

Architectural Services

For:

Village of Bensenville/Canadian Pacific Police Service Space Needs and Feasibility Study for Shared Police Facility

Bensenville, Illinois

Submitted to:

Village of Bensenville

12 S. Center Street

Bensenville, Illinois 60106

By:

FGM ARCHITECTS INC.

1211 West 22nd Street, Suite 705

Oak Brook, IL 60523

June 13, 2012

1.0 SCOPE OF PROJECT

FGM understands that the Village of Bensenville wishes to perform a space needs and feasibility study for a shared facility for the Bensenville Police Department, Canadian Pacific Police Service (CP) and the Village's Emergency Management Agency (EMA). The purpose of the study is to identify the best solution for a new shared police facility that will meet the needs and financial capabilities of the Village and CP. The study will also provide the necessary information required to design and obtain funding for construction for the police facility.

The following items are included in the study:

- 1.01 FGM will review Bensenville and CP Police Departments' and EMA operations, long-term goals and requirements. As part of this review, we will review current and projected staffing and population trends.
- 1.02 We will establish a project building program indicating space needs and identifying all functional elements required by the Bensenville and CP Police Departments and EMA. The program will identify immediate and long-term space needs, long-term goals and requirements. We will meet with select personnel from the Bensenville and CP Police Departments and EMA to gather data for the building program. The building program will identify the individual needs for each agency as well as the needs for all agencies located together in a joint facility.
- 1.03 We will review the existing Police Station and an existing building to establish the feasibility to convert/renovate either building for use as a shared police facility based on the needs and requirements identified in the project building program. If conversion is possible, we will develop an all inclusive project budget, including site and building construction costs, furniture, fixtures and equipment costs, fees and other soft costs.
- 1.04 From programmatic requirements, we will develop an all inclusive project budget for constructing a new stand-alone shared police facility for comparison to the budget for the conversion/renovation project listed in Item 3 above.
- 1.05 FGM will provide an analysis and recommendation as to which scenario would best serve the Village and CP to provide a shared police facility, either converting/renovating the existing Police Station, an existing building or constructing a new stand-alone police facility. The analysis and recommendation will be presented to the Village for discussion.
- 1.06 If the analysis and recommendation determines a new stand-alone police facility to be the best scenario, FGM will provide a site analysis for a selected site.
- 1.07 Upon direction from the Village as to whether the police facility will be a conversion/renovation or new facility, we will develop a preliminary site and floor plan layout and concept drawings incorporating the project building program requirements identified in Item 1.02. The concept plans will be developed with significant input from the Village of Bensenville, the Bensenville and CP Police Departments and EMA.

FGM ARCHITECTS

- 1.08 Utilizing preliminary site and floor plan concept drawings and project building and program requirements, FGM will provide an all inclusive project budget for the recommended scenario upon which the Village can rely as a reasonably anticipated (+/-) budget for the project.
- 1.09 We will provide an estimated timeline for the entire project, including design and construction.
- 1.10 All information and data generated will be placed into a report format and the findings will be presented at a Village Board Meeting.

2.0 SCOPE OF ARCHITECT'S SERVICES

FGM Architects Inc., hereinafter referred to as FGM or Architect, shall provide the following Professional Architectural Services for the Project:

2.1 FEASIBILITY STUDY

2.1.1 Project Kick Off and Information Gathering

2.1.1.1 Collection of Existing Documentation: Collect existing documentation of the sites and buildings including history, potential relationship with the adjacent property, desired operational information, and lists of desired improvements to the site.

- .1 The FGM team will review all relevant existing documents from the Village and each agency to become thoroughly familiar with the project including existing strategic plans, planning documents, annual reports, organizational charts, etc.

2.1.1.2 Project Kick Off Meeting: Architect will meet with Owner to confirm project goals and expectations. The agenda will include discussion of the project schedules. Following the meeting, the project team will: 1) finalize the schedules and goals; 2) determine the participant's roles and information needs.

- .1 Schedules, Goals, and Issues: Establish overview goals that will provide direction through the course of the Project.
- .2 Identify questions that must be answered as part of this study.
- .3 Determine Participants' Roles and Information Needs: Determine the roles, relationships and responsibilities of the Owner, FGM and others as required during the Project. Expectations in terms of scheduled deliverables by each party will be clarified to ensure a successful project.
- .4 Tour the existing facilities: Tour Bensenville and CP Police Departments' and EMA's facilities

2.1.2 Project Building Program

2.1.2.1 Space Needs Information Gathering Interviews: FGM will set up an interview schedule to meet with various staff members to discuss functions

within each department. Initially, we estimate that there will be approximately 20 interviews, which will be scheduled over a 3 day period.

2.1.2.2 Develop typical room layout plans: Develop typical room plan layout sketches to graphically demonstrate the scale and configuration of areas within each division.

2.1.2.3 Program Development: Prepare a Program Statement detailing current and future space need requirements individually for each agency as well as the needs for all agencies located together in a joint facility.

2.1.2.4 Present Findings to Village Board: FGM will present the findings of the Project Building Program to the Village Board at a Board Meeting or Workshop.

2.1.3 Existing Building Feasibility Analysis

2.1.3.1 Review size of existing buildings: FGM will review the size of the existing Police Station, existing building and associated sites, and compare to the program requirements and initially determine the potential for the building to be converted/renovated into a shared police facility.

2.1.3.2 Evaluate existing building: Our design team, including a structural engineer will review an existing building's general condition, including the site, structure, roof, exterior and interior walls, windows and insulation as well as compliance with ADA architectural guidelines, and code violations since the building was originally built or remodeled.

2.1.3.3 Develop pros and cons list and budgets: After completing the review of the existing building, FGM will develop a pros and cons list for utilizing the existing Police Station and existing building as a shared police facility. We will also provide an all inclusive project budget to convert/renovate the existing building into a shared police station and compare that to an all-inclusive project budget for constructing a new stand-alone shared police facility.

2.1.3.4 Provide recommendation: FGM will provide a recommendation as to which scenario would best serve the Village and CP to provide a shared police facility, either converting/renovating an existing building or constructing a new stand-alone shared police facility.

2.1.3.5 Present findings to Village: All findings will then be succinctly documented in the report the analysis and recommendation will be presented to the Village for discussion.

2.1.4 Site Analysis

2.1.4.1 Analyze potential site: FGM will evaluate one site, as selected by the Village, to determine the most suitable option for the project. Functional considerations such as size, access, and location will be considered. This work will include a preliminary conceptual site plans.

2.1.4.2 Review site costs: FGM will review the potential costs to build on the site as

FGM ARCHITECTS

part of the analysis.

2.1.5 Preliminary Site and Floor Plans

2.1.5.1 Develop preliminary plans: With an approved Program and direction for either converting/renovating an existing building or building a new police facility, FGM will provide site and floor plan designs with an emphasis on space adjacencies and layout. The final preliminary drawings will be simple line drawings that depict the general site and floor plan layout.

2.1.5.2 Review plans: The preliminary plans will be reviewed with the Village and CP and refined as required.

2.1.6 Preliminary Project Budget and Cost of Construction Estimate

2.1.6.1 Develop project budget: Utilizing all information generated and the preliminary site and floor plans, FGM will provide a square foot construction estimate and total project budget.

2.1.6.2 Review estimates: Review preliminary cost estimates with the Village and revise as necessary.

2.1.7 Schedules

2.1.7.1 Develop a schedule for the project: FGM will provide an estimated timeline for the entire project, from the beginning of design through construction and the project closeout.

2.1.8 Final Report and Presentation to Village

2.1.8.1 Prepare final report: From information gathered and generated, we will prepare a summary report that will detail our methodology, findings, and recommendations. The report will contain the final program statement, existing building feasibility analysis, site analysis, preliminary site plan, floor plans, project budget and recommendations.

2.2 Consultants

FGM has included structural engineering consulting as required to assess the existing building for conversion/renovation.

3.0 WORK EFFORT AND ARCHITECT'S COMPENSATION

The following is FGM's understanding of the work effort and fee that will be required for the scope of services required to meet the intent of the Request for Proposal for the Village of Bensenville/Canadian Pacific Police Service for a Space Needs and Feasibility

FGM ARCHITECTS

Study for a Shared Police Facility.

3.1 Work Effort

FGM's anticipated work effort is based on providing the scope of services as described in Paragraphs 2.1 and 2.2 above.

Project Kick Off and Information Gathering	Work Effort: 16 hours
Project Building Program	Work Effort: 80 hours
Existing Building Feasibility Analysis	
Initial Review of Existing Building	Work Effort: 16 hours
Evaluate existing building including engineering review, develop pros and cons list, recommendations and presentation of findings	Work Effort: 12 hours
Site Analysis	Work Effort 20 Hours
Preliminary Site and Floor Plans	Work Effort: 60 Hours
Preliminary Project Budget and Cost of Construction Estimate	Work Effort: 7 Hours
Schedule Development	Work Effort: 4 Hours
Prepare Final Report and Presentation to Village	Work Effort 62 Hours
TOTAL WORK EFFORT	277 Hours

3.2 Fees

The Village of Bensenville shall compensate FGM Architects for professional Architectural services rendered in connection with the Project under this Proposal as follows:

- 3.2.1 For all professional services in connection with the Design Services as described in **Paragraphs 2.1 and 2.2 above** we propose a **Lump Sum Fee of \$39,850 plus Reimbursable Expenses** as defined within this Proposal (Local travel (travel less than 100 miles), phone, fax, and printing of review documents shall not be charged as a Reimbursable Expense).

If the site analysis work as described in 2.1.4 is not required:

Deduct: \$2,100

- 3.2.2 For any Additional Services authorized by the Owner beyond the scope of this Proposal including: environmental studies or services not identified within this proposal, FGM shall be compensated on the basis of the hourly rates described in the attached Hourly Rate Schedule for the professional and technical employees engaged on the Project plus Reimbursable Expenses. Consultants Hourly Billing Rate Schedule for the Project shall be forwarded to Owner upon Owner's

FGM ARCHITECTS

request.

- 3.2.3 In addition to the compensation above, FGM shall be reimbursed for additional expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect's actual direct cost of same, for the below items. **We recommend establishing a Reimbursable Allowance of \$500, which FGM shall not exceed without prior written approval of the Village.** Reimbursable Allowance includes costs for items below.

3.2.3.1 Expense of postage and/or delivery.

3.2.3.2 Expense of printing reports.

- 3.2.4 Payments shall be made by the Owner to FGM upon receipt of FGM's invoice in accordance with the Local Government Prompt Payment Act.

- 3.2.5 Non-payment of invoices shall constitute grounds for discontinuing service.

4.0 Form of Agreement

- 4.1 Should our proposal be acceptable, it is our intention to enter into a formal agreement using an FGM Short Form Agreement for Limited Professional Services between Owner and Architect with modifications as mutually agreeable.

We appreciate this opportunity to be of service to the Village of Bensenville for this Project.

FGM ARCHITECTS INC.

FGM ARCHITECTS

HOURLY RATE SCHEDULE

Effective November 1, 2011*

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

Principal	\$205.00
Arch IV	\$170.00
Arch III	\$140.00
Arch II	\$105.00
Arch I	\$85.00
Construction Administrator	\$130.00
Project Administrator III	\$90.00
Project Administrator II	\$70.00
Project Administrator I	\$60.00

*Hourly rates are subject to adjustment on November 1 each year.

DESIGN ENGINEERING EVALUATION FORM

[illegible]



VILLAGE OF BENSENVILLE

Contract Document Number
CED-2012-01

Village of Bensenville/Canadian Pacific Police Service
Architectural Services for Space Needs and Feasibility Study for
Shared Police Facility

Proposals Due:	3:00 P.M., May 25, 2012 Community and Economic Development Department Village Hall 12 S. Center Street, Bensenville, IL 60106
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May 7, 2012
Obtain information from and submit proposals to:

Mark Rysavy
Assistant Director
Community and Economic Development
Village of Bensenville
12 S. Center Street
Bensenville, Illinois 60106
630-350-3396

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of the contract executed between the Village of Bensenville and any successful firm.

TABLE OF CONTENTS

	Page
Cover Sheet	1
Table of Contents	2
Letter of Intent	3
Special Provisions and Request for Qualifications	4

May 7, 2012

Re: Submittal Request

Dear Consultant:

The Village of Bensenville will accept sealed proposals until 3:00 P.M., May 25, 2012 for the BENSENVILLE/CANADIAN PACIFIC SPACE NEEDS AND FEASIBILITY STUDY FOR SHARED POLICE FACILITY.

Take note of the necessary signatures, various submission requirements and proposal criteria for this submittal. Please submit one original and four copies of your proposal. We ask that you submit one electronic version of your proposal as well.

In an attempt to expedite the selection process, we ask that a separate sealed envelope be submitted as part of this package that includes work effort and fee anticipated for the project based on your submitted understanding and scope for the project. This envelope will be returned (unopened) in the event your firm is not selected as the Most Qualified Firm (MQF).

The Village of Bensenville reserves the right to reject any or all proposals, to waive any and all technicalities or to accept the proposal deemed most advantageous to the Village of Bensenville.

We welcome your submittal.

Sincerely,

Village of Bensenville

Mark Rysavy

Mark Rysavy
Assistant Director
Community and Economic Development

**SPECIAL PROVISIONS
AND
REQUEST FOR QUALIFICATIONS
FOR
BENSENVILLE/CANADIAN PACIFIC SPACE NEEDS AND
FEASIBILITY STUDY FOR SHARED POLICE FACILITY**

INTRODUCTION

The Village of Bensenville (hereafter "Village") is soliciting qualifications from architectural firms licensed in the State of Illinois for the furnishing of architectural services for a Space Needs and Feasibility Study for a shared police facility with the Canadian Pacific Police Service (hereafter "CP). The Village intends to enter into a contract with the selected firm that is determined to be the best qualified and responsible firm for such services, and accordingly is seeking certain information whereby such professional service capabilities can be evaluated. Architectural firms desiring to submit proposals shall follow the outline and instructions as follows, furnishing all requested information. All proposals will become the property of the Village.

The Architectural firm who is selected for the Space Needs and Feasibility Study is not guaranteed to be retained to provide design and construction administration services.

BACKGROUND

The Village is considering partnering with CP to construct a new police facility on property yet to be acquired in Bensenville, Illinois. The police facility would include all functions typically associated with a police facility, including detention facilities and a gun range. If the Village decides to partner with CP, some police facility functions would be shared while others will remain separate. The facility would also house the Village's Emergency Management Agency (EMA) and Emergency Operations Center.

The Bensenville Police Department is currently located at 100 N. Church Road in Bensenville and has 34 full-time and 6 part-time sworn employees, and 7 full-time and 13 part-time civilian employees for a total staff of 60. The CP Police Service is currently located at 11306 Franklin Avenue in Franklin Park and by 2015 they project to have 15 sworn staff and 1 administrative assistant for a total staff of 16. Bensenville EMA is currently housed in the Bensenville Police Station and has 1 full time employee and 8 regular volunteers. The Village is currently reviewing several properties that could potentially serve as the site of a future new police facility.

The Village seeks the services of a qualified architectural firm, with experience in police facility planning and design, or similar municipal facilities, to conduct a Space Needs and Feasibility Study, the results of which will be used in designing and obtaining funding for the construction of the police facility. Funds for this Study have already been allocated.

GENERAL SCOPE OF SERVICES

The Space Needs and Feasibility Study will consist of a written report outlining the specific estimated needs for each agency as well as for the entire facility. The contracted Architect will perform or be responsible for the performance of the following services in connection with this project. Tasks may include, but are not limited to:

- 1) Review the Bensenville/CP Police Departments' and EMA routine operations, space needs, long-term goals and requirements, including a review of current and projected staffing and population trends;
- 2) Review & analyze all primary site and building components of an existing building for the feasibility to convert/renovate same to a new police facility, within the guidelines of the Bensenville/CP Police Departments' and EMA needs and financial capabilities;
- 3) Provide a recommendation for proceeding with (or not to proceed) the conversion/renovation of the existing building to a new police facility, compared to the design and constructing a new stand-alone police facility. If new stand-alone site is determined to be the best scenario, include site plan analysis for at least 2 separate sites;
- 4) Establish a project building program for the Bensenville/CP Police Departments and EMA space needs, long-term goals and requirements including a functional elements (rooms) list;
- 5) Provide preliminary layout/design concept drawings that comply with the Bensenville/CP Police Departments' and EMA established project building program;
- 6) Provide a preliminary overall, all-inclusive cost estimate including construction, site and soft costs that the Village can rely on as a reasonably anticipated (+/-) budget for the new police facility project; and
- 7) Provide an estimated timeline for completion of following phases including design and construction.

The Architect should amplify, clarify or expand on the scope of services as appropriate and necessary for the proper performance and completion of the project.

SELECTION AND PROJECT SCHEDULE

The selection process will entail multiple steps:

1. Issuance of the RFQ by the Village.
2. Submittal of written proposals from the Architects. The submittal shall include the Architect's Project Understanding, Scope of Work and other pertinent information to enable the Village to determine the Most Qualified Firm (MQF) for this project. The Architect shall provide a detailed and thorough analysis of the project and the scope of work to clearly demonstrate his understanding and insight into the project.
3. The Village's selection committee will review the proposals received and rank the firms in order to determine the MQF for this project.
4. The selection committee will then open the sealed work effort and fee envelope (for the MFQ only) and review the work effort and fee proposal in conjunction with the Architect's Project Understanding and Scope of Work, and will meet with the MQF to

negotiate the scope of work, the work effort and the fee. If the Village and the Architect come to agreement over the scope of work, the work effort and the fee, then the Village will prepare an engineering agreement between the Village and the Architect for execution by the Architect and Village. If the Village and the Architect cannot come to agreement over the scope of work, the work effort and the fee, then the Village will proceed to negotiate with the second ranked firm.

Selection Schedule

RFQ Issued	05/07/12
Proposal Due	05/25/12
Selection Committee Rec.	06/01/12
Scoping & Negotiations	06/06/12
Committee Agenda	06/12/12
Board of Trustees Approval	06/26/12

Project Schedule*

Kick-Off Meeting	07/02/12
Draft Needs/Feasibility Study	TBD
Final Needs/Feasibility Study	TBD

* Architect shall submit a realistic schedule for the completion of the work effort.

EVALUATION OF PROPOSALS

The Architect shall submit written proposals which meet the requirements outlined herein. All proposals that meet these requirements shall be evaluated based upon a scale of 1 to 10 in the following categories.

DETERMINATION OF MOST QUALIFIED FIRM:

A) Project Understanding

Criteria: Is a clear understanding of the project stated and demonstrated throughout? Is the scope detailed and comprehensive? Is the scope consistent with the teaming and staffing levels? Are innovative techniques presented? Has the Architect included a detailed analysis of the project, its requirements and areas of concern?

B) Scope of Work

Criteria: Is the scope detailed and comprehensive? Is the scope consistent with the teaming and staffing levels? Are innovative techniques presented?

C) Project Team

Criteria: Is the project manager qualified to manage all phases of the project? Has the project Architect demonstrated ability in similar projects? Does the support staff have extensive experience with related work? Is there an appropriate mix of professional and technical staff? Are all required disciplines identified for this scope of work? If sub-consultants are proposed, have they worked with the consultant before? Have all team members had similar experience regarding project scope and magnitude?

D) Experience Designing Public Facilities

Criteria: Has the firm designed a facility for a public body? Has the firm produced a needs assessment/feasibility study for a public facility? Has the firm designed a police facility? Has the firm designed an emergency operations center?

Criteria	Weight
Project Understanding	25 x score (1-10)
Scope of Work	25 x score (1-10)
Project Team	25 x score (1-10)
Experience Designing Public Facilities	25 x score (1-10)
Total Maximum Points	1000

PROPOSAL FORMAT

The name of the firm and the location of the office which will have responsibility for this project must be indicated along with the name, address and phone number of a contact person responsible for and knowledgeable of this proposal. List the project team as follows:

- 1) Names of all principals/partners and/or parties having any interest in the firm;
- 2) Date the company was founded;
- 3) General nature of work experience/specialties;
- 4) Number of professional and support staff (by general classification)
- 5) Organizational chart;
- 6) Estimated fee income for professional services in 2012
- 7) Project history for the past five (5) years
- 8) List of similar projects performed by the firm

Proposals shall be organized in the following manner.

- ☐ Introduction
- ☐ Project Understanding
- ☐ Scope of Work
- ☐ Proposed Schedule
- ☐ Project Team and Organization Chart
- ☐ Project Team Resumes
- ☐ Project Proposal Form

Submit one original and four copies of your proposal. The VILLAGE would also appreciate one electronic version of your proposal on a thumb drive or CD/DVD.

In an attempt to expedite the selection process, we ask that a separate sealed envelope be submitted as part of this package that includes work effort and fee anticipated for the project based on your submitted understanding and scope for the project. This envelope will be returned (unopened) in the event your firm is not selected as the Most Qualified Firm (MQF).

Provide an hourly break-down for the project elements identified in your Project Understanding and Scope of Work. Include a detailed listing of items which are not included in the base fee which would be billed as reimbursable expenses. **The actual fee shall be negotiated based upon concurrence of the project scope and work effort.**

VILLAGE OF BENSENVILLE PROJECT PROPOSAL FORM

We hereby agree to furnish to the Village, services as outlined in the accompanying proposal in accordance with provisions, instructions, and specifications of the Village. This form must be signed by an authorized agent of the Architect. If the Architect is a corporation, the corporate seal must be affixed.

The successful Architect will be required to agree to sign the Village contract and attached appendices (sexual harassment policy, tax liability, etc.).

The proposal shall be binding for ninety (90) days following the proposal due date.

My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in the Notice of Request for Qualifications for VILLAGE OF BENSENVILLE/
CANADIAN PACIFIC POLICE SERVICE ARCHITECTURAL SERVICES FOR SPACE
NEEDS AND FEASIBILITY STUDY FOR SHARED POLICE FACILITY.

I/We certify that I/We am/are authorized to sign as an agent(s) of the firm:

PLACE CORPORATE SEAL HERE

By.....: _____
Print Name.....: _____
Position / Title.....: _____
Company Name.....: _____
Address Line 1.....: _____
Address Line 2.....: _____
Telephone.....: _____

TYPE: Ordinance **SUBMITTED BY:** S. Viger **DATE:** 06.20.12

DESCRIPTION: Ordinance denying several variances to allow parking in the front and corner side yards, to reduce the parking setback on Irving Park Road and Center Street, to reduce the Frontage (Landscape) strip on Irving park Road and Center Street and to alter the parking lot configuration standards for Midwest Eurosport at 104 W. Irving Park Road in an existing C – 2 Highway Commercial District.

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

COMMITTEE ACTION: Commercial and Economic Development
Motion to approve failed (0 – 5)

DATE: 06.19.12

BACKGROUND:

The property in question has been an auto repair shop for many years; the current operator has been in the facility since 1989. The Irving Park and York Roads grade separation is severely impacting the site; IDOT is “taking” a portion of the property and is also acquiring a construction easement. The applicant is seeking to gain approval for a redesign of the existing site as proposed by IDOT.

KEY ISSUES:

The applicant has stated that without the variances it would be difficult for them to continue their business at this location. The situation highlights the balancing act between accommodating our long standing businesses and providing a “Vibrant Major Corridor”. The property in question is near the gateway to the Village and will set the tone for the community aesthetic along our Irving Park Road commercial corridor.

ALTERNATIVES:

1. Pass the Ordinance and deny the Variances requests
2. Approve the Variance requests
3. Remand the request back to the Community Development Commission.
4. Discretion of the Board.

RECOMMENDATION:

At the 06.19.12 Committee meeting, the CEDC voted unanimously not to approve the variances. Since the CEDC did not recommend approval of the variances, the Ordinance attached hereto formally denies the request.

The staff recommendation was to approve the variance requests subject to conditions At the 06.11.12 Public Hearing there were no members of the public present and the Community Development Commission voted (3 - 2) to recommend approval of the variances subject to conditions. In accordance with Illinois State statute a vote of four members of the CDC is required to recommend approval, therefore even with a 3- 2 affirmative vote the motion to recommend approval failed.

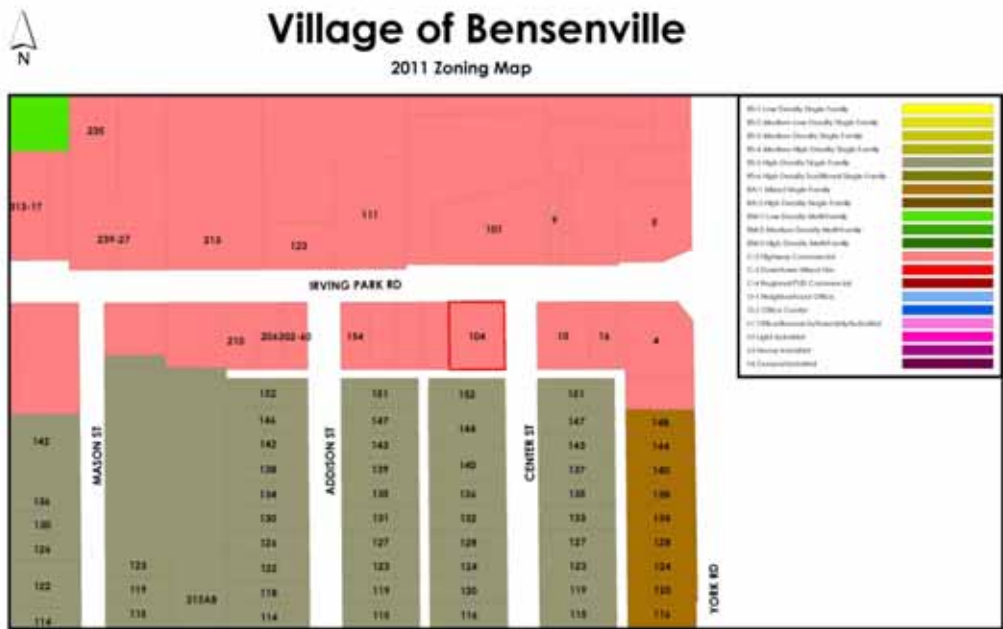
BUDGET IMPACT: N/A

ACTION REQUIRED:

Approval of the Ordinance denying the variances.

CDC#2012 – 18 104 W. Irving Park Road

Variances



ORDINANCE # _____

**AN ORDINANCE DENYING VARIANCES
FROM THE ZONING ORDINANCE AS A RESULT OF
AN IDOT TAKING OF PROPERTY AT
104 W. IRVING PARK ROAD, BENSENVILLE, ILLINOIS**

WHEREAS, as a result of a taking of a portion of its property by the Illinois Department of Transportation, Brian and George Weathered (“Owners”) filed an application seeking variances from the *Village of Bensenville Zoning Ordinance* (“Zoning Ordinance”) for property located at 104 W. Irving Park Road, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained in the files for this property in the Community and Economic Development Department; and

WHEREAS, the variances sought by the Owners are to allow parking in the front and corner side yards in the C-2 Highway Commercial District (Section 10-7B-4B), to reduce the front yard (parking) setback from ten feet to four feet on Irving Park Road, and from ten feet to zero feet on Center Street (Section 10-7B-4B), to reduce the required frontage (landscape) strip from six feet to four feet in width on Irving Park Road and from six feet to zero feet in width on Center Street (Section 10-12-2B), to allow a parking lot configuration as proposed, which will significantly reduce the required number of parking spaces on the Subject Property (Section 10-11-8-2); and

WHEREAS, Notice of Public Hearing with respect to the requested variances was published in the Daily Herald, it being a newspaper of general circulation in the Village of Bensenville (the “Village”) and all other notice as required was made, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on June 11, 2012, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, following the hearing, the Community Development Commission voted 3-2 to approve the recommended findings of fact and to approve the request for variances, a vote that results in a recommendation to deny for failure to secure four votes in favor of the application; and forwarded its recommendation, including the Staff Report and findings relative to the variations as are attached hereto as Exhibit "B" and incorporated herein by reference to the

Village Board's Community and Economic Development Committee, which voted 0 – 5 to approve the application, and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested variances would be inconsistent with the *Bensenville Village Code*.

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

SECTION ONE: That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

SECTION TWO: That the Subject Property is currently zoned under the Zoning Ordinance as C-2 Highway Commercial District, which zoning classification and use shall remain in effect.

SECTION THREE: That the application for variances sought by the Owner in its application are hereby denied, having been found to be inconsistent with the *Bensenville Zoning Code*, and use of the Subject Property.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 26th day of June, 2012.

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

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ORDINANCE # _____
EXHIBIT "A"
LEGAL DESCRIPTION

The Legal Description of the property is as follows:

LOTS 1 AND 2 IN BLOCK 2 IN HOMESTEAD, BEING A SUBDIVISION OF PART OF THE SOUTH EAST $\frac{1}{4}$ OF THE NORTH EAST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1925 AS DOCUMENT 195710, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 104 W. Irving Park Road, Bensenville, IL 60106



COMMUNITY DEVELOPMENT COMMISSION

STAFF REPORT

HEARING DATE:

June 11, 2012

CASE #:

2012- 18

PROPERTY:

104 W. Irving Park Road

**PROPERTY OWNER &
APPLICANT:**

George and Brian Weathered
(Midwest Eurosport)

ACREAGE:

17,183 Square Ft (approx. 0.394 Acres)

PIN NUMBERS:

03 - 14 - 212 - 005

REQUEST:

Variances to:

1. Allow parking in the Front & Corner Side Yards in a C – 2 District (Municipal Code Section 10 – 7B-4B) and,
2. Reduce the front yard (parking) setback from 10' to 4' on Irving Park Road and from 10' to zero feet on the east side of the property (Municipal Code Section 10 – 7B-4B) and,
3. Reduce the required Frontage (landscape) strip from 6' to 4' in width on Irving Park Road and from 6' to zero feet in width on the east side of the property (Municipal Code Section 10 – 12 – 2B) and,
4. Allow the proposed parking lot configuration (Municipal Code Section 10 – 11 – 8 – 2).

SUMMARY:

The property in question contains Midwest Eurosport and is zoned C-2 Highway Commercial. The Applicant has been in operation at the property in question since 1989. The Illinois Department of Transportation (IDOT) will be taking a portion of the property for the Irving Park and York Road grade separation. The Applicant is seeking the aforementioned four variances to prevent a non-conforming site subsequent to the IDOT taking.

SURROUNDING LAND USE:

	Comprehensive Plan	Zoning	Land Use	Jurisdiction
Site	Commercial	C-2	Motor Vehicle Repair Shop/Commercial	Village of Bensenville
North	Commercial	C-2	Commercial	Village of Bensenville
South	Residential	RS-1	Single-Family Residential	Village of Bensenville
East	Commercial	C-2	Motor Vehicle Repair/Commercial	Village of Bensenville
West	Commercial	C-2	Commercial	Village of Bensenville

PUBLIC NOTICE:

1. A Legal Notice was published in the Daily Herald on Saturday, May 26, 2012. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development department during regular business hours.
2. On Thursday, May 24, 2012, Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way.
3. On Thursday, May 24, 2012, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

DEPARTMENT COMMENTS:

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 checked="" type="checkbox"/>	Major Business/Corporate Center
<input checked="" type="checkbox"/>	Vibrant Major Corridors

Public Works: No concerns.

Engineering: No concerns.

Finance: No outstanding bills.

Police:

1. Concern that the parking reduced parking would create a problem with vehicles parked along the alley or being stored on Center Street.
2. If the petitioner can operate without vehicles parking in the alley and or being parked overnight on the street, no other traffic or police related problems are expected.

Community & Economic Development:

Economic Development

1. As the Irving Park Road corridor is improved it will create an opportunity to showcase Bensenville businesses along the corridor.
2. This is a destination business bringing in customers from outside the Bensenville Community.

Inspectional Services

3. No fire safety issues.

Building

4. Only one handicapped-accessible stall is required with the reduced number of stalls
5. 22 stalls are required by code (2 per bay). Neither alternative approaches this requirement.
6. Approval of either proposed reconfiguration of the plan does not provide a functional site. Off-site storage of vehicles would be necessary for business operation.

Community Development

7. The property in question is located on the south side of Irving Park Road and is zoned C-2 Highway Commercial.
8. The Applicant has operated at the subject property for approximately 23 years.
9. The variances are necessary to prevent a non-conforming site subsequent to the IDOT taking. The IDOT taking is approximately 1,742 SF for the expanded right of way of Irving Park Road and 297 feet for a temporary easement.
10. The subject property contains an automotive repair shop, specifically for Porsche vehicles as well as providing racing support for Porsche race cars.
11. The property is currently improved with 11 service bays requiring 22 parking spaces.

12. The racing vehicles are stored both inside the showroom and outside. To transport these vehicles a trailer has been used for the past 15 years. This tractor-trailer is an illegal non-conforming.
13. The business currently operates with 30 existing parking spaces and 4 parking spaces adjacent to the alley to the south. The majority of the 30 spaces used since 1989 are "stacking spaces." Staff determined this usage to be illegal non-conforming.
14. The existing parking and frontage (landscaping) setback along Irving Park Road is 0'. The proposed site plan indicates the construction of a frontage strip increasing the parking and frontage (landscaping) setback from 0' to 4'. Although this increase remains less than the required 10' parking setback and 6' frontage (landscaping) setback, it is an improvement despite the IDOT taking.

The review and recommendation of the Variances should be determined by the "Approval Criteria" found in the Village's Zoning Ordinance.

APPROVAL CRITERIA FOR VARIANCES:

The Community Development Commission shall not recommend nor shall the Village Board grant a variance unless it shall make findings based upon the evidence presented to it in each specific case that:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

The special circumstances exist for the property in question due to the IDOT taking of approximately 1,742 SF for the expanded right-of-way of Irving Park Road and 297 ft. as a temporary easement.

2. **Hardship Or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

The property in question will be subjected to undue hardship and practical difficulties up to and including relocation if the variances are not granted.

3. **Circumstances Relate To Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

The special circumstances only relate to the physical characteristics specifically, the size of the property in relation to the existing building and the number of service bays.

4. **Not Resulting From Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

The special circumstances and practical hardship are not a direct result of actions of the applicant, but is a direct and proximate result of the condemnation under DuPage County IDOT Case Number 2012 ED 010.

5. **Preserve Rights Conferred By District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

A variance is necessary to allow the owners to enjoy substantial use of the property. Without the requested variances, the Applicants state they will need to relocate the business thereby creating a vacant lot along Irving Park Road. Allowing these variances does not confer a special privilege.

6. **Necessary For Use Of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

According to the IDOT's Appraisal and Review Certification, the highest and best use of the property still remains as a motor vehicle repair business. If the variances are not granted, the applicant will have reduced customer and employee parking area and perhaps limited on-site mobility, thereby depriving the applicant of reasonable use and economic return.

7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

Approval of the variances sought will not alter the essential character of the highway commercial neighborhood as the business will remain the same.

8. **Consistent With Title And Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

The granting of the variances will comply with the Comprehensive Plan of maintaining commercial space along the Irving Park Road corridor.

9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

The staff has worked with the applicant and believes that the variances sought are the minimum required.

RECOMMENDATIONS:

Staff recommends the approval of the above Findings of Fact for the Variances subject to the following conditions:

1. The property shall be developed and utilized in substantial conformance to the plans submitted as "Exhibit C" of this application prepared by Thomas Budzik Architecture dated 04.23.12.

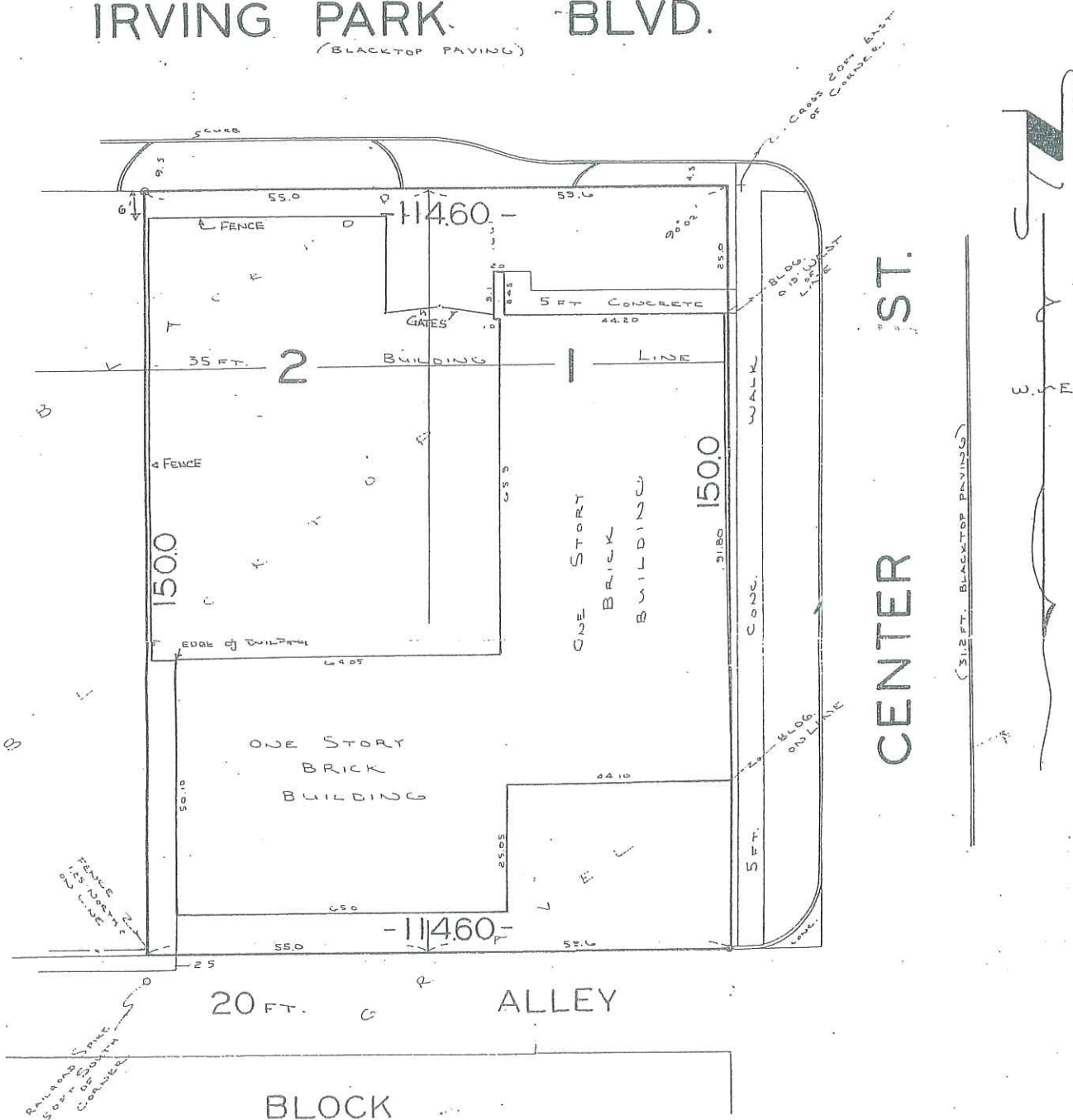
Respectfully Submitted,

Department of Community
& Economic Development

OF LOTS 1 AND 2 IN BLOCK 2 IN HOMESTEAD, Bensenville, in the Southeast quarter of the Northeast quarter of Section 14, Township 40 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois.

IRVING PARK BLVD.

(BLACKTOP PAVING)



STATE OF ILLINOIS
COUNTY OF DUPAGE
THIS IS TO CERTIFY THAT I AN ILLINOIS LAND SURVEYOR HAVE HAD SURVEYED
UNDER MY SUPERVISION THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AS
SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT AND TRUE REPRESENTATION
OF SAID SURVEY.

GIVEN UNDER MY HAND AND SEAL AT LOMBARD, ILLINOIS, THIS

3RD DAY OF MAY, A.D. 19 09

Michael S. Krue

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2501

SURVEY UPDATED ON THIS

DAY OF MAY, A.D. 19 09

ILLINOIS LAND SURVEYOR NO.

BUILDINGS LOCATED AS SHOWN ON THIS

3TH DAY OF MAY, A.D. 19 09

Michael S. Krue
ILLINOIS LAND SURVEYOR NO. 2501

COMPARE DESCRIPTION AND POINTS BEFORE BUILDING
AND REPORT ANY APPARENT DIFFERENCE TO THE
SURVEYOR.

REFER TO DEED OR GUARANTEE POLICY FOR BUILDING, LINE RESTRICTIONS AND
EASEMENTS NOT SHOWN ON PLAT OF SURVEY

GLEN D. KRISCH LAND SURVEYOR, INC.

436 S. MAIN ST.
LOMBARD, ILLINOIS 60148

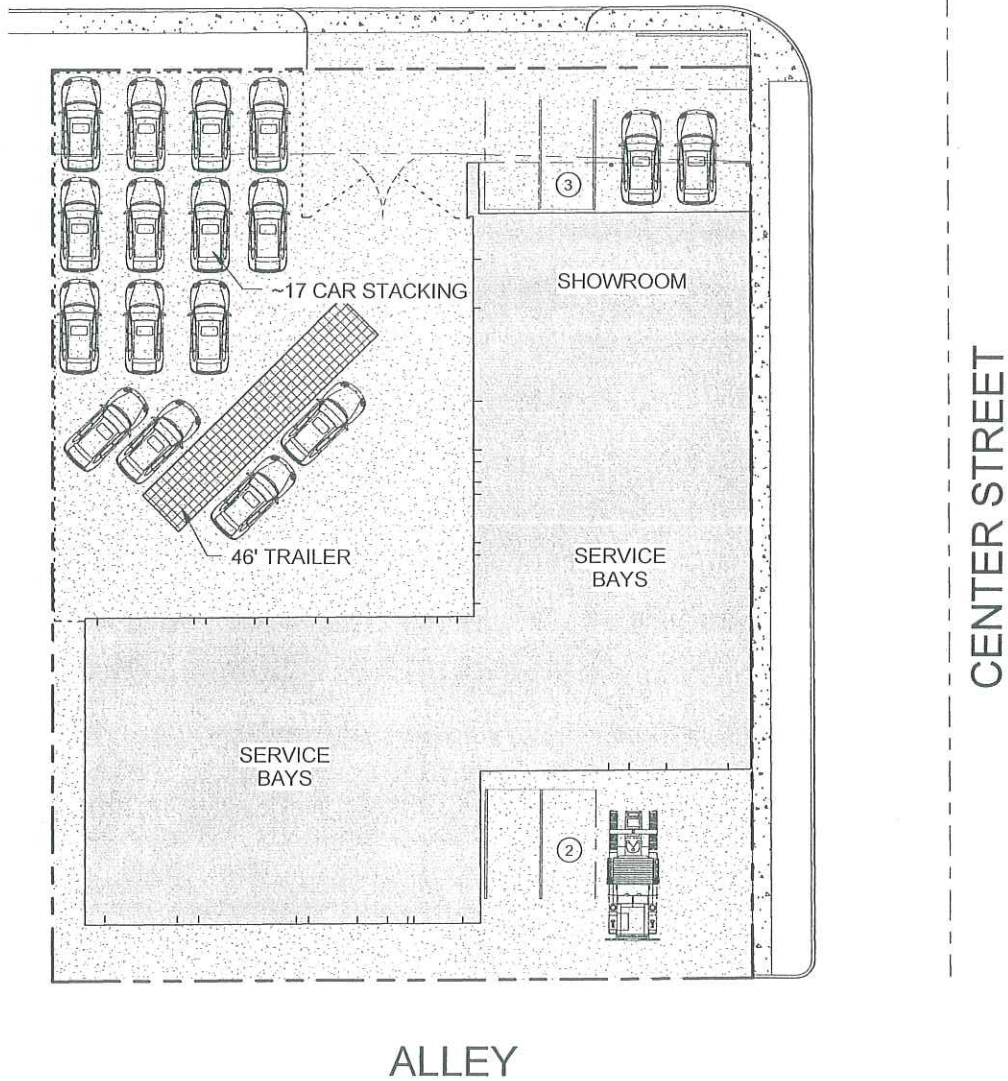
PHONE 627-551

THIS SURVEY AND PLAT OF
SURVEY ARE VOID WITHOUT
OUR EMBOSSED SURVEYOR
SEAL HEREON

ORDER NO. 25504-82
FILE NO. 8503-1
FOR BERNARD BEYER
DRAWN BY K.

● INDICATES FOUND IRON PIPE
○ INDICATES DROVE IRON PIPE
ALL DIMENSIONS GIVEN IN FEET AND
DECIMALS THEREOF
SCALE OF PLAT 2.0 FEET TO THE INCH

IRVING PARK BLVD



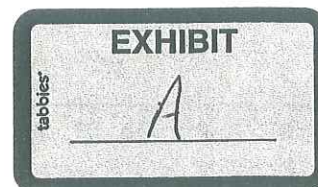
① SITE PLAN - EXISTING, ACTUAL USE
1" = 20'-0"



211 S Maple Ln
Prospect Hts, IL

p 847.670.4562
f 866.445.2232
thomas@thomasarch.com

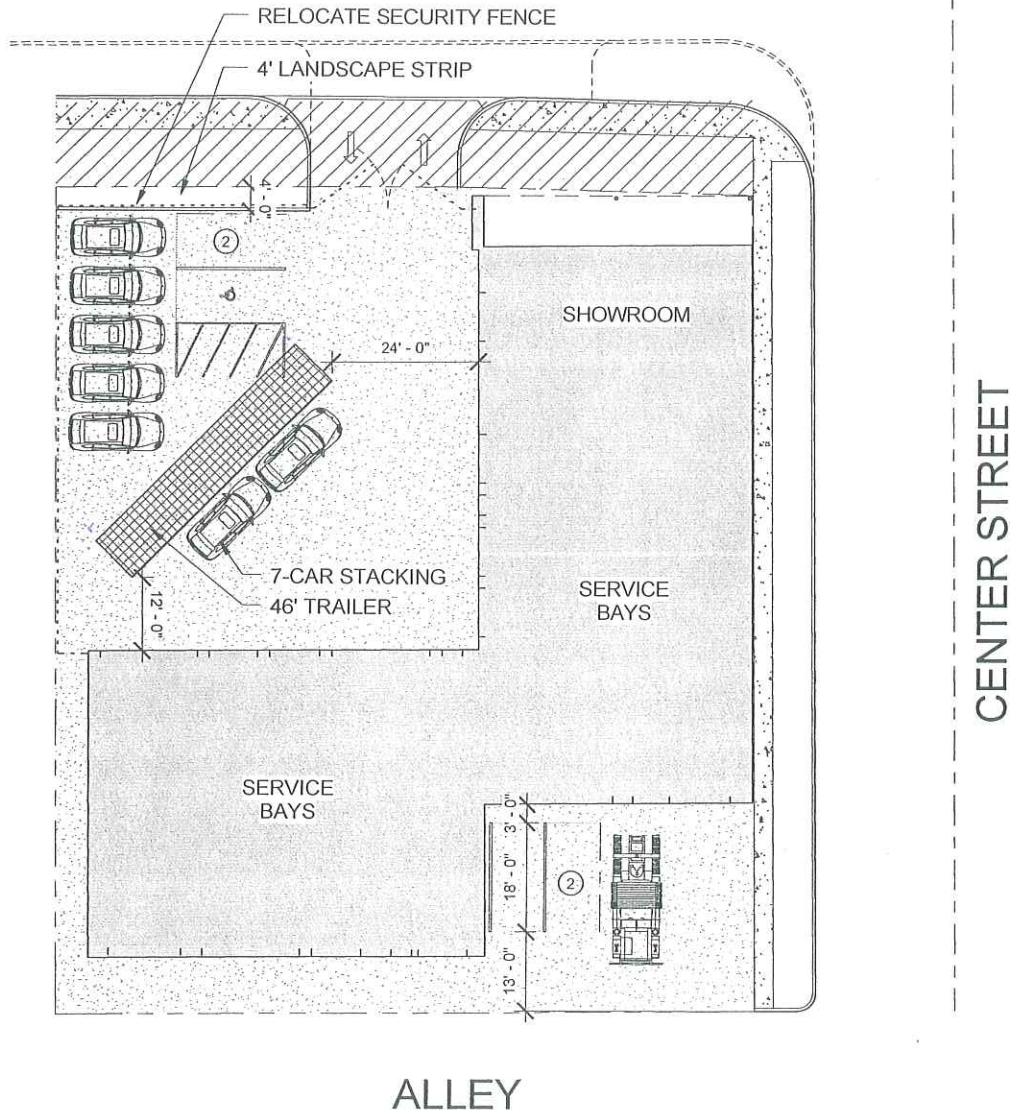
104 W IRVING PARK, BENSENVILLE, IL
1238



04/23/12

SK-2

IRVING PARK BLVD



ALLEY

① SITE PLAN - PROPOSED, W/ TRAILER
1" = 20'-0"



211 S Maple Ln
Prospect Hts, IL

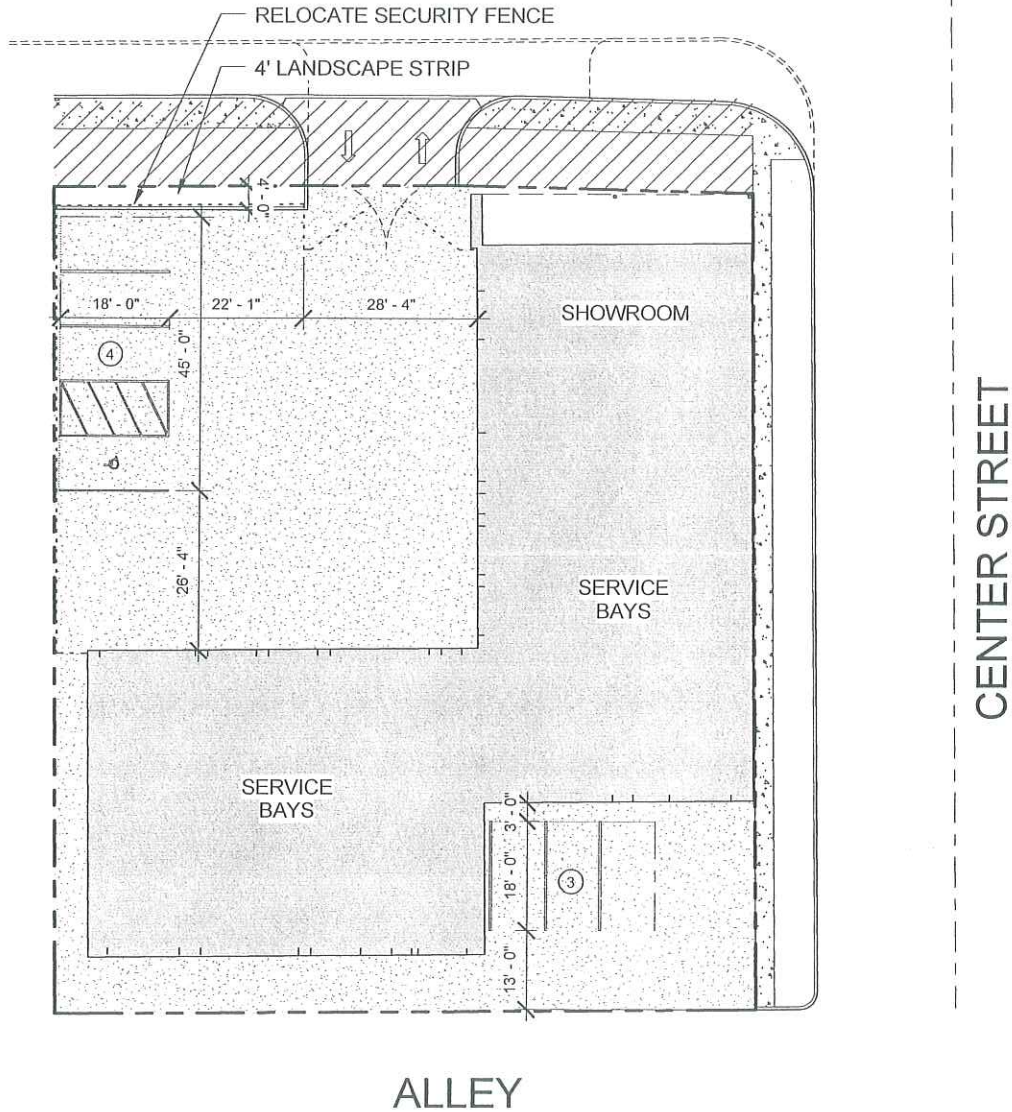
p 847.670.4562
f 866.445.2232
thomas@thomasarch.com

104 W IRVING PARK, BENSENVILLE, IL
1238

04/23/12

SK-5

IRVING PARK BLVD



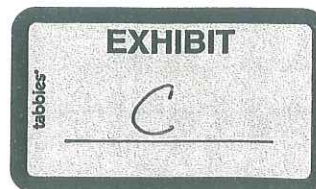
① SITE PLAN - PROPOSED, W/O TRAILER
1" = 20'-0"



211 S Maple Ln
Prospect Hts, IL

p 847.670.4562
f 866.445.2232
thomas@thomasarch.com

104 W IRVING PARK, BENSENVILLE, IL
1238



04/23/12

SK-3

TYPE: Ordinance **SUBMITTED BY:** S. Viger **DATE:** 06.20.12

DESCRIPTION:

Ordinance Denying a Text Amendment to allow Outdoor Storage as a Principal Use in the C-4 Regional Destination PUD Commercial District.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: –Community & Economic Development
Voted to deny (4 – 0 – 1)

DATE: 06.19.12

BACKGROUND:

The applicant Gem Construction is seeking the text amendment for the entirety of the C- 4 Regional Destination PUD District to allow Outdoor storage as a principal use by right. This is currently not permitted anywhere in the Village. The I – 4 General Industrial District, our “heaviest” industrial district allows Outdoor Storage as a principal use but only under a Conditional Use Permit. If approved the text amendment would allow any property owner in the C- 4 District to store anything on their property without a Public Hearing or review. As background, the applicant on December 20, 12007 agreed to terminate such a use on their property no later than November 1, 2008, which they did not comply with. Subsequently the Village filed a Breach of Contract complaint now a new agreement has been reached with Gem Construction to vacate the property no later than 07.31.12.

KEY ISSUES:

This request is a significant departure from Village zoning practice and could render the North York Road corridor a storage yard. The issue is multi-faceted; initially is outdoor storage as a principal use acceptable in the C – 4 Regional Destination PUD Commercial District and secondly should it be permitted by right.

ALTERNATIVES:

1. Pass the Ordinance and deny the text amendment
2. Approve the text amendment
3. Remand the request back to the Community Development Commission.
4. Discretion of the Board

RECOMMENDATION:

Staff respectfully recommends denial of the text amendment. At their 06.11.12 meeting the CDC unanimously recommended denial (5 – 0). At the 06.19.12 Committee meeting the CEDC voted to deny requested the text amendment by a vote of 4- 0 – 1 (one abstention). Consistent with the recommendations above, the Ordinance attached hereto denies the requested text amendment.

BUDGET IMPACT: N/A

ACTION REQUIRED: Approval of the ordinance denying the Text Amendment.

ORDINANCE NO. _____

**AN ORDINANCE DENYING A REQUEST TO
AMEND TITLE 10, CHAPTER 7, ARTICLE D.
C-4 REGIONAL DESTINATION PUD COMMERCIAL DISTRICT
TO ALLOW OUTDOOR STORAGE AS A PERMITTED USE**

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

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

WHEREAS, in furtherance of this authorization, the Village of Bensenville has adopted a Zoning Ordinance, which includes, among other provisions, Chapter 7, Article D, setting forth regulations concerning the C-4 Regional Destination PUD Commercial District; and

WHEREAS, Section 10-7D-2 of this Chapter sets forth the principal uses allowed by right in the C4 Regional Destination PUD Commercial District; and

WHEREAS, GEM Construction Company filed an application with the Community and Economic Development Department to request a Text Amendment to Section 10-7D-2, to allow outdoor storage as a principal use by right in the C-4 Regional Destination PUD Commercial District, said application being available for inspection as part of the records of the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the proposed Text Amendment was published in the Daily Herald Newspaper in the Village of Bensenville, and Notice of the hearing

was provided all as required by the statutes of the State of Illinois and the ordinances of the Village;
and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on February 13, 2012 as required by the statutes of the State of Illinois and the ordinances of the Village, and after hearing the application, continued the matter for discussion; and

WHEREAS, at a meeting on June 11, 2012, the Community Development Commission considered the matter, and a vote to approve the Text Amendment failed on a vote of 0 -7, which vote constituted a denial of the applicant's request for the Text Amendment; and

WHEREAS, the Community Development Commission forwarded its recommendation to deny the Text Amendment to the Village Board's Community and Economic Development Committee which concurred in the recommendation to deny the Text Amendment; and

WHEREAS, the Community and Economic Development Committee then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees on June 26, 2012; and

WHEREAS, the President and Board of Village Trustees considered the matter and determined, based on its consideration, and the recommendations made to it, that the requested Text Amendment to the C-4 Regional Destination PUD Commercial District to allow outdoor storage as a principal use as of right be denied.

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

SECTION ONE: That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

SECTION TWO: That the application for Text Amendment to Section 10-7D-2 of the C-4 Regional Destination PUD Commercial District as set forth in Chapter 7 of Title 10 of the Village Municipal Code to allow outdoor storage as a principal use as of right be, and hereby is, denied.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 26th day of June, 2012.

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

f:\pkb\bensenville\ordinances\textamendment\gem.amendment.doc

TYPE: Ordinance SUBMITTED BY: S. Viger DATE: 06.20.12

DESCRIPTION: Ordinance approving a Conditional Use Permit to allow Motor Vehicle Repair and Outdoor Storage and denial of variances to eliminate the fencing and screening requirements for outdoor storage, to reduce the minimum size for a truck/trailer parking space and reduce the minimum size for a automobile parking space for Begzudin Livadio at 680 Industrial Drive in an existing I – 2 Light Industrial District.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Community & Economic Development
Approval of Conditional Use Permits
and Denial of variances (5- 0)

DATE: 06.19.12

BACKGROUND:

The property is a "flag lot" with a narrow (25') strip that extends to Industrial Drive between 400 and 720 Industrial Drive. The bulk of the property is behind the 400 Industrial Drive multiple tenant industrial building. The applicant has a small building that they propose to double in size to house their truck and trailer repair operations. The applicant also proposes to pave the outdoor parking and driving aisle areas in accordance with the Village's Code.

KEY ISSUES:

To approve a Conditional Use Permits for "Motor Vehicle repair and Outdoor Storage "the Village shall find that the "Approval Criteria" found in the Zoning Ordinance are met. The Criteria include traffic, environmental nuisance, neighborhood character, use of public services and facilities, public necessity as well as other factors relating to the harmony of the use with other elements of compatibility. The staff believes the proposed Motor Vehicle Repair and Outdoor Storage uses satisfy these criteria.

To approve a Variance the Village shall find that the "Approval Criteria" found in the Zoning Ordinance are met. The Criteria include ; Special Circumstances, Hardship or Practical Difficulty, Circumstances Relate to the Property, Not Resulting From Actions of the Applicant, Preserve the Rights Conferred by District, Necessary For Use of Property, Not Alter Local Character, Consistent with Title and Plan, and Minimum Variance Needed. The staff believes the proposed variation requests do not meet the criteria as there appears to be sufficient area on the property to provide appropriately sized parking spaces for the outdoor storage and automobile parking. Similarly the variances to eliminate the fencing and screening requirements do not meet the approval criteria found in our Code.

ALTERNATIVES:

1. Discretion of the Board.

RECOMMENDATION: Staff respectfully recommends approval of the requested Conditional Use Permit for "Motor Vehicle repair and Outdoor Storage subject to the conditions:

1. The Conditional Use is for Begzudin Livadio and is not transferable.
2. The property shall be developed and utilized in substantial conformance to the plans submitted as part of this application prepared by RT Architect, Inc. dated 10.18.2011 last revised 12.20.2011, as amended to meet the applicable tractor – trailer and automobile parking space sizes, and fencing and screening requirements.
3. All work on vehicles shall be in the building, no work to be performed out of doors as required by Municipal Code.

Additionally staff respectfully recommends denial of the variances. At the 06.11.12 Public hearing the CDC unanimously (5-0) concurred with the staff recommendation and recommended approval of the Conditional Use Permit and denial of the variances. The CEDC also unanimously concurred with staff to recommend approval of the Conditional Use and denial of the variances at their June 26, 2012 meeting.

BUDGET IMPACT: N/A

ACTION REQUIRED: Approval the Conditional Use Permit with conditions and denial of the variances as recommended by staff and the CDC.

CDC#2012 – 06 680 Industrial Drive
Begzvdin Livadio
CUP; Motor Vehicle repair and Variances



ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE GRANT OF A CONDITIONAL USE PERMIT
TO ALLOW MOTOR VEHICLE REPAIR (MAJOR & MINOR)
AND DENYING REQUESTED VARIANCES
AT 680 INDUSTRIAL DRIVE, BENSENVILLE, ILLINOIS**

WHEREAS, Begzudin Livadic (“Owner”) filed an application seeking a conditional use permit to allow the Owner to conduct Motor Vehicle Repair (Major & Minor) in the I-2 Light Industrial District pursuant to Sections 10-3-4-C and 10-9B-3 of The *Village of Bensenville Zoning Ordinance* (“Zoning Ordinance”), and for five variances from parking, screening, fencing and foundation stripe requirements pursuant to pertinent sections of the Zoning Ordinance for property commonly known as 680 Industrial Drive, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being on file in the Community and Economic Development Department; and

WHEREAS, Motor Vehicle Repair (Major & Minor) is allowed as a conditional use in the I-2 Light Industrial District; and

WHEREAS, Notice of Public Hearing with respect to the conditional use permit and variances sought by the Owner was published in the Daily Herald in the Village of Bensenville, and notice as required by the Zoning Ordinance was made, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on June 11, 2012 as required by the statutes of the State of Illinois and the ordinances of the Village, and after hearing the application, adopted the findings of facts proposed by Village Staff as set forth in Exhibit “B,” attached hereto and incorporated herein by reference; and

WHEREAS, upon said findings of facts, the Community Development Commission voted 6 – 0 to approve the application for conditional use permit to allow Motor Vehicle Repair (Major & Minor) at the Subject Property, subject to the conditions as recommended in the Staff Report; and voted 0 - 6 to approve the application for variances, resulting in a recommendation to deny the requested variances; and

WHEREAS, the Community Development Commission forwarded its recommendations concerning the application to the Village Board’s Community and Economic Development

Committee which concurred in the recommendation to approve the application for conditional use permit and to deny the requested variances; and

WHEREAS, the Community and Economic Development Committee then forwarded its recommendations, along with that of the Community Development Commission, to the President and Board of Trustees on June 26, 2012; and

WHEREAS, the President and Board of Village Trustees considered the matter and determined, based on its consideration, that the application for conditional use permit should be granted, allowing the relief requested, finding that it is consistent with the Zoning Ordinance and the orderly and harmonious development of the Village, and, further determined to deny the requested variances for failure to satisfy the requisite facts in support of such relief.

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

SECTION ONE: That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

SECTION TWO: That the application for a conditional use permit to allow Begzudin Livadic to conduct Motor Vehicle Repair (Major & Minor) at the Subject Property, in conjunction with its use of the Subject Property, is hereby granted subject to the following conditions: (1) the conditional use permit shall only be applicable during the ownership and tenancy of Begzudin Livadic and is not transferable; (2) the Subject Property shall be developed in substantial conformance with the plans submitted as part of the application, prepared by RT Architect, Inc. dated October 18, 2011, last revised December 20, 2011, as required to be amended to conform the plan to meet applicable tractor-trailer and automobile parking spaces, fencing and screening requirements; (3) all work on vehicles shall be conducted in the building, with no work to be performed out of doors as required by the Bensenville Village Code; (4) installation of concrete dolly pads as required by approved plans, and (5) compliance with all landscape and screening requirements.

SECTION THREE: The application for variances to: (1) reduce the required depth of tractor-trailer parking stalls from 60 feet to 51.5 feet (Section 10-11-12D), (2) reduce the required automobile parking stall depth from 18 feet to 17 feet (Section 10-11-8-2), (3) eliminate the screening requirement for outdoor storage (Section 10-12-2), (4) eliminate fencing

requirements (Section 10-14-11), and (5) eliminate the foundation stripe (Section 10-12-2E) are each hereby denied, and the Subject Property shall, therefore, be developed in accordance with all Code requirements.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 26th day of June, 2012.

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

f:\pkb\bensenville\ordinances\zoning\conditionaluse\680industrial.mvrepair.doc

ORDINANCE # _____
EXHIBIT "A"
LEGAL DESCRIPTION

The Legal Description of the property is as follows:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER WHICH IS 155.77 FEET EAST OF THE SOUTH WEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTHERLY, AT RIGHT ANGLES TO SAID SOUTH LINE A DISTANCE OF 300.00 FEET TO A POINT ON THE SOUTH LINE OF INDUSTRIAL DRIVE; ACCORDING TO THE DEDICATION OF PUBLIC STREET RECORDED DECEMBER 6, 1974 AS DOCUMENT NUMBER R74 - 61278; THENCE NORTHEASTERLY ALONG SAID SOUTH LINE, BEING A CURVE TO THE LEFT HAVING A RADIUS OF 134.71 FEET CONCAVE NORTHWESTERLY A DISTANCE OF 25.15 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 126.73 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 224.80 FEET TO A POINT ON WESTERLY LINE OF A 30.00 FEET RAILROAD AND UTILITY EASEMENT; THENCE SOUTHERLY ALONG SAID WESTERLY LINE A DISTANCE OF 175.64 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AFORESAID, THENCE WESTERLY ALONG SAID SOUTH LINE A DISTANCE OF 246.31 FEET TO THE PLACE OF BEGINNING IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 680 Industrial Drive, Bensenville, Il 60106



COMMUNITY DEVELOPMENT COMMISSION

STAFF REPORT

HEARING DATE: June 11, 2012
CASE #: 2012 -06
PROPERTY: 680 Industrial Drive
**PROPERTY OWNER&
APPLICANT:** Begzudin Livadio
ACREAGE: 0.91 Acres
PIN NUMBERS: 03 - 11 - 202 - 043
REQUEST: Conditional Use Permits to allow:
1. "Motor Vehicle Repair (Major & Minor)"
(Section 10 - 9B - 3), and
2. Outdoor Storage (Section 10 - 9B - 3),
and
Variances to:
1. Reduce the required depth of Tractor-
Trailer Parking Stalls from 60 feet to 51.5
feet (Section 10 - 11 - 12D), and
2. Reduce the required Automobile
Parking Stall depth to from 18 feet to 17
feet (Section 10 - 11 - 8 - 2), and
3. Eliminate the Screening Requirement
for Outdoor Storage in the (Section 10 -
12 - 2), and
4. Eliminate Fencing requirements
(Section 10 - 14 - 11), and
5. Eliminate the Foundation Strip
requirement (Section 10 - 12 - 2E).

SUMMARY:

The property in question is zoned I - 2 Light Industrial District. The site is currently improved with a two-story brick building nearly 2,100 SF. The applicant seeks the aforementioned Conditional Use Permits and Variances to operate on the subject property.

PUBLIC NOTICE:

1. A Legal Notice was published in the Daily Herald on Saturday May 26, 2012. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development department during regular business hours.
2. Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on Thursday May 24, 2012.
3. On Thursday May 24, 2012 Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

DEPARTMENT COMMENTS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

SURROUNDING LAND USE:

	Comprehensive Plan	Zoning	Land Use	Jurisdiction
Site	Industrial	I – 2	Industrial	Village of Bensenville
North	Industrial	I – 2	Industrial	Village of Bensenville
South	Industrial	I – 2	Industrial	Village of Bensenville
East	Industrial	I – 2	Industrial	Village of Bensenville
West	Industrial	I – 2	Industrial	Village of Bensenville

Finance: 1. No comments or concerns.

Police: 1. No Police issues noted.

Engineering:

1. No repairs shall be performed outside.
2. All outside storage of vehicles / trailers shall be on paved surface.
3. Storm Water Permit required.
4. Need for onsite detention analysis required.
5. Flood Way Elevations to be confirmed by Christopher B. Burke Engineering Ltd. (CBBEL).
6. Drainage / Storm Sewer plan to be reviewed by Village or Village designee.

Public Works:

1. The plans indicate the new Village installed gabion walls along the creek and the new stormwater improvements.
2. No utility conflicts noted.

Community & Economic Development:

Economic Development

1. The property in question is located in Tax Increment Finance District 12 (TIF 12). Site improvements and the building expansion should increase the property's equalized assessed value and therefore the increment for TIF 12.
2. An Existing site is surrounded by industrial uses, creating a market for the repair that is proposed.

Inspectional Services

1. A new fire alarm and carbon dioxide detectors required.
2. Automatic exhaust system required.
3. Concrete "dolly pads" shall be installed in the outdoor trailer storage area.
4. Additional information will be needed at permit phase
5. If a spray booth is proposed, additional information will be required at permit phase.

Building

1. The Stormwater detention calculations will be required at building permit submittal stage.
2. Building shall be of non-combustible construction with full fire alarm.
3. Triple basin grease/oil separator is required for all floor drains in the repair shop.
4. As the proposed building is less than 5,000 square feet, no sprinklers are required.

Community Development

1. The property in question is a "flag lot" with its narrow "pole" located between 400 Industrial and 720 Industrial

Drive on the southeast side of the northerly curve of Industrial Drive.

2. The bulk of the property is directly behind (south) of the multiple tenant industrial building at 400 – 411 Industrial Drive.
3. The site has an existing masonry building of approximately 2,100 square feet in size. About half of the site is currently paved.
4. The applicants propose to expand the existing building to the east from the existing 2097.5 SF to 4257.5 SF, more than doubling the size.
5. The new addition will be of split faced block, the color shall be submitted to staff for review and approval.
6. Any roof top mechanical equipment shall be screened in accordance with the Village requirements.
7. The enlarged outdoor parking and storage area will be paved.
8. There are 15 spaces proposed for the outdoor storage of trailers and seven new car spaces in addition to the five existing spaces for a total of 12. The new spaces are dimensioned at 9' x 17' with a 1.5' overhang which is not acceptable under Bensenville Code.
9. The outdoor storage area shall be screened for adjoining properties.
10. The trash enclosure will be screened by a 5' cedar fence.
11. The foundation strip along the north and east facades of the building do not meet the Code's landscaping requirement of 6' in width and 2' in height.
12. Staff recommends proper curb construction along the edges of the proposed parking lot.

APPROVAL CRITERIA FOR CONDITIONAL USES:

The Community Development Commission shall not recommend approval of the Conditional Use Permit without determining that the request meets the following approval criteria and making certain findings of fact. Staff has reviewed the request and recommends the following Findings of Fact:

1. Traffic: The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized.

The proposed use of major and minor motor vehicle repair will not create any adverse impact of traffic flow outside of the property due to the industrial use of the surrounding area.

The proposed use of outdoor storage will not create any adverse impact of types due to the location and surrounding area of the property in question. Since it is a flag lot, the outdoor storage of trucks would not be visible from the Industrial Road frontage.

2. Environmental Nuisance: The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district.

As all the work is to be conducted wholly within the enclosed building in keeping with the Village's Code requirements, the environmental impact due to the proposed motor vehicle repair use and ancillary outdoor storage will not have negative effects uncharacteristic of permitted uses in the industrial district.

3. Neighborhood Character: The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized.

The property in question is located in the heart of the Northern Business District and is surrounded by properties zoned I – 2 Light industrial. The use proposed will fit harmoniously with the existing character of the area.

4. Use Of Public Services And Facilities: The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

No significant increase in the utilization of the public utility systems is anticipated by either proposed conditional use. Storm water detention proposal will reduce the burden of runoff.

5. Public Necessity: The proposed use at the particular location requested is necessary to provide a service or a facility which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community.

Staff believes that there is sufficient market demand for the proposed service.

6. Other Factors: The use is in harmony with any other elements of compatibility pertinent in the judgment of the commission to the conditional use in its proposed location.

Any other factors are under the discretion of the Community Development Commission.

APPROVAL CRITERIA FOR VARIANCES:

The Community Development Commission shall not recommend nor shall the Village Board grant a variance unless it shall make findings based upon the evidence presented to it in each specific case that:

1. Special Circumstances: Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

Parking Space Size: There appears to be sufficient room for both the automobile and tractor – trailer spaces to meet the Village's Code for minimum size. The automobile spaces do provide a 1.5' overhang that is a generally accepted design although our Ordinance does not identify that design as acceptable.

Fencing & Screening: There do not appear to be any special circumstances that would make the fencing and screening of the outdoor storage unfeasible.

2. Hardship Or Practical Difficulties: For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

Parking Space Size: The property in question is large enough that the tractor trailer and automobile spaces should be able to meet the minimum sizes required without causing hardship or practical difficulties.

Fencing & Screening: Staff believes that the property can be fenced and screened in accordance with Code requirements without causing undue hardship or practical difficulties.

3. Circumstances Relate To Property: The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

The circumstances relate to the property in that the physical character of the land has deteriorated significantly.

Parking Space Size: The property in question is large enough that the tractor trailer and automobile spaces should be able to meet the minimum sizes, therefor there are not special circumstances related to this property that would support the variance request.

Fencing & Screening: Staff believes that the property can be fenced and screened in accordance with Code requirements and that there are no special circumstances that would support the variances requested to eliminate the fencing and screening requirements.

4. Not Resulting From Applicant Action: The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

Parking Space Size: The parking and outdoor storage area are as designed by the applicant's design team and therefore are resulting from actions of the applicant.

Fencing & Screening: The lack of the required fencing and screening are as designed by the applicant's design team and therefore are resulting from actions of the applicant.

5. Preserve Rights Conferred By District: A variance is necessary for the applicant to enjoy a substantial property right possessed by other

properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

Parking Space Size: The property appears to be large enough to meet the Municipal Code requirements without negatively impacting the applicant's use of the property.

Fencing & Screening: Eliminating the requirement to fence and screen outdoor storage would confer a special privilege to this property.

6. Necessary For Use Of Property: The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

Parking Space Size: The applicant will have a reasonable use and enjoyment of the property without the variances.

Fencing & Screening: The elimination of the fencing and screening requirement appears to be an economic issue. Should the applicant meet the fencing and screening requirement they still would be able to use and enjoy the property.

7. Not Alter Local Character: The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

Approval of the variances sought will not alter the essential character of the highway commercial neighborhood as the business will cater to the established trucking industry.

Parking Space Size: As an older industrial area, with some existing non-conforming uses and properties, granting of the variance may not alter the local character.

Fencing & Screening: As an older industrial area, with some existing non-conforming uses and properties, granting of the variance may not alter the local character.

8. Consistent With Title And Plan: The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their

adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

Parking Space Size: The Village Plan envisions a well-planned and designed business park. While the use proposed is consistent with that goal, maintaining appropriate and well-designed parking and storage areas is critical to obtain that goal. The site appears to be large enough to accommodate the appropriate sized parking and storage spaces.

Fencing & Screening: Appropriate fencing and screening is necessary to create a well-designed and maintained business park. The outdoor storage area could easily be fenced and screened.

9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

Parking Space Size: Staff believes that the variances requested are in fact, the minimum needed.

Fencing & Screening: Staff believes that the variances requested are in fact, the minimum needed.

RECOMMENDATIONS:

Staff recommends the approval of the above Findings of Fact. Based on the Findings of fact the staff respectfully recommends that the Community Development Commission recommend approval of the Conditional Use Permit to allow "Motor Vehicle Repair" on the property in question and denial of the Variances.

Should the Community Development Commission recommend approval of the requests staff recommends the following conditions:

1. The Conditional Use is for Begzudin Livadio and is not transferable.
2. The property shall be developed and utilized in substantial conformance to the plans submitted as part of this application prepared by RT Architect, Inc. dated 10.18.2011 last revised 12.20.2011, as amended to meet the applicable tractor – trailer and automobile parking space sizes, and fencing and screening requirements.
3. All work on vehicles shall be in the building, no work to be performed out of doors as required by Municipal Code.

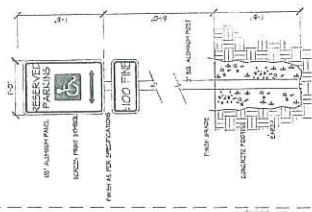
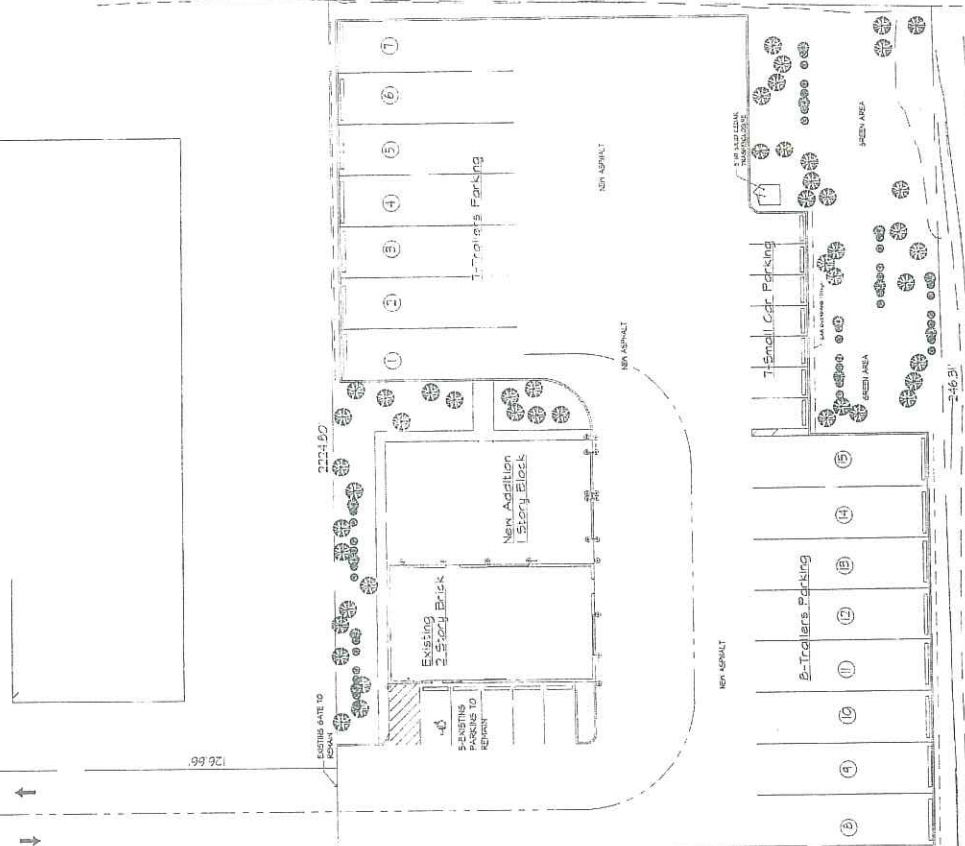
Respectfully Submitted,
Department of Community
& Economic Development

Industrial Drive

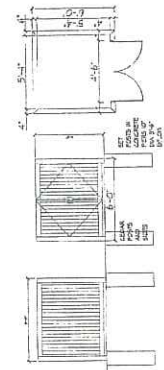
Proposed:

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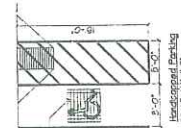
- A-1 Overall Site Plan
Sign Detail
Trash Enclosure
- A-2 Detail Site Plan
Dimensions
- A-3 Existing Building
Plans and Elevations
- A-4 Proposed Floor Plans,
Elevations



Handicapped Parking Sign



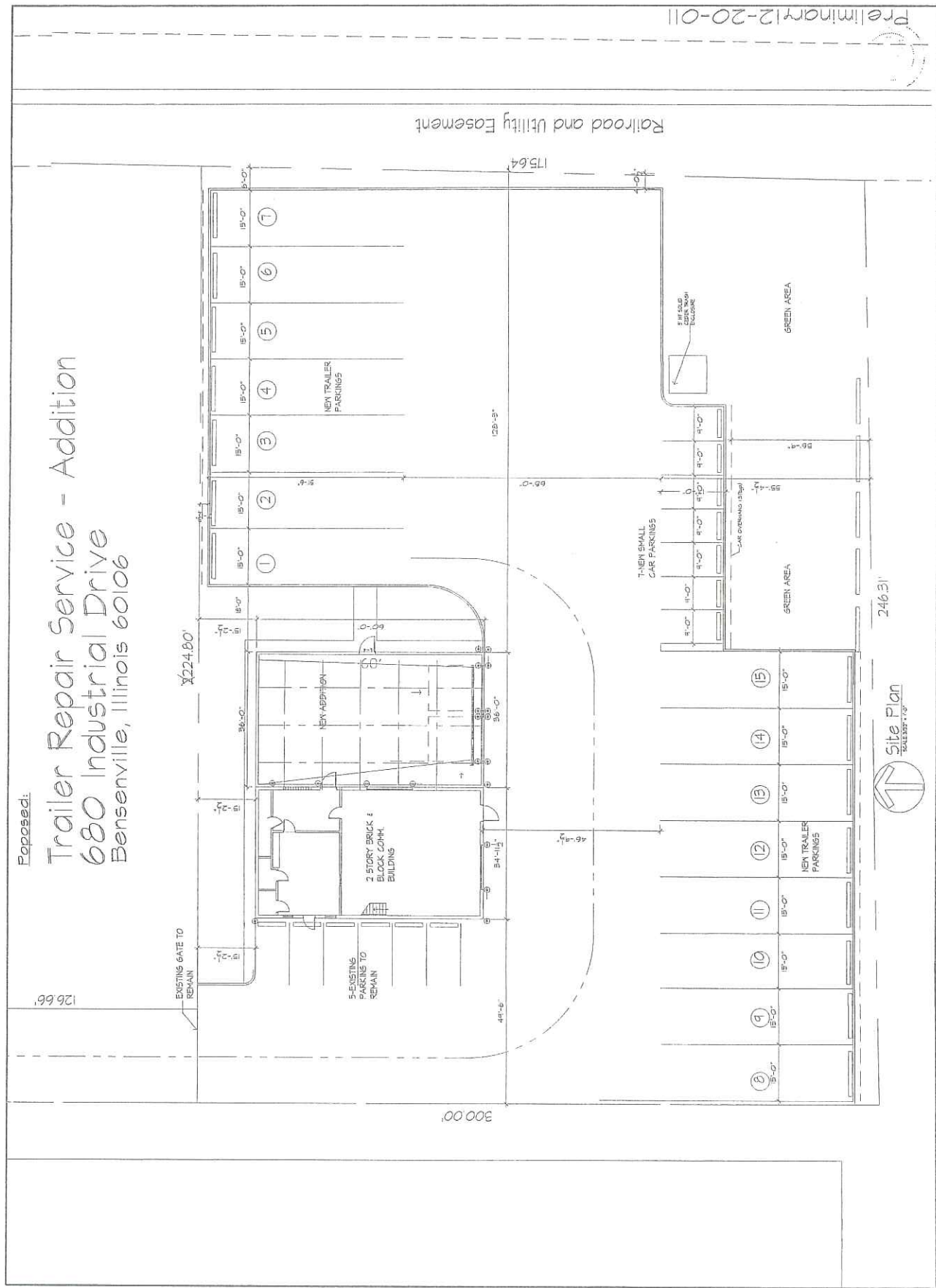
Trash Enclosure Plan



Site Plan
Scale: 1/8" = 1'-0"

Proposed:

Trailer Repair Service - Addition 680 Industrial Drive Bensenville, Illinois 60106



Preliminary 12-20-01

Trailer Repair Addition
680 Industrial Drive
Bensenville, IL 60106-1510

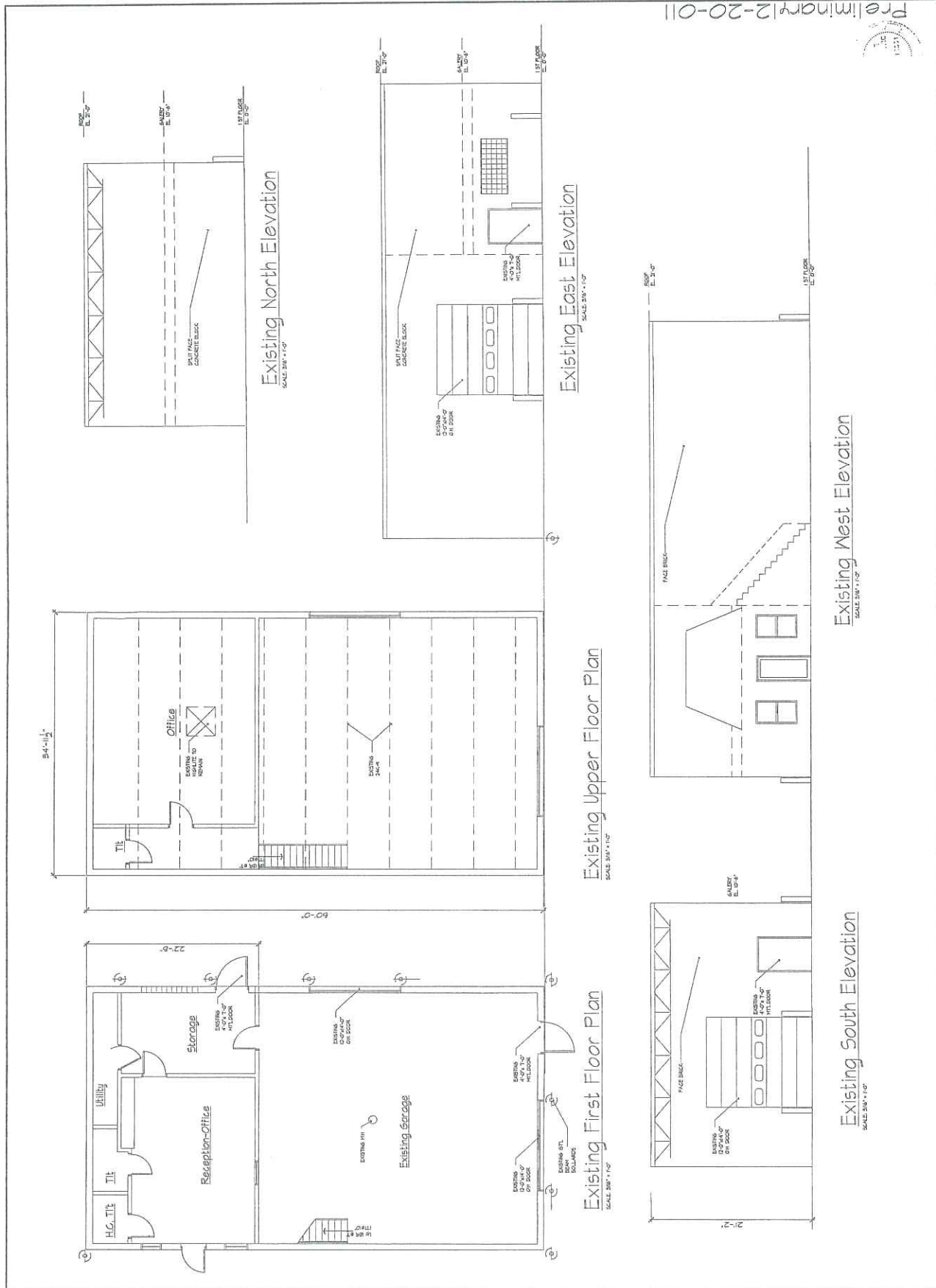
RT ARCHITECT INC.
3111 N. AVE.
SUITE 100
BENSenville, IL 60106-1510
TEL: 630.381.1111
FAX: 630.381.1111

PROJECT ARCHITECT:
RT
DRAFTSMAN:
APPROVED:
RT
PREPARED FOR:
BENSenville, IL 60106-1510
BENSenville, IL 60106-1510
DATE: 12-20-01

NO.	REV.	DATE	REVISION
1	1	12-20-01	ISSUED FOR PERMIT
2	1	12-20-01	ISSUED FOR PERMIT
3	1	12-20-01	ISSUED FOR PERMIT
4	1	12-20-01	ISSUED FOR PERMIT
5	1	12-20-01	ISSUED FOR PERMIT
6	1	12-20-01	ISSUED FOR PERMIT
7	1	12-20-01	ISSUED FOR PERMIT
8	1	12-20-01	ISSUED FOR PERMIT
9	1	12-20-01	ISSUED FOR PERMIT
10	1	12-20-01	ISSUED FOR PERMIT
11	1	12-20-01	ISSUED FOR PERMIT
12	1	12-20-01	ISSUED FOR PERMIT
13	1	12-20-01	ISSUED FOR PERMIT
14	1	12-20-01	ISSUED FOR PERMIT
15	1	12-20-01	ISSUED FOR PERMIT



246.31'



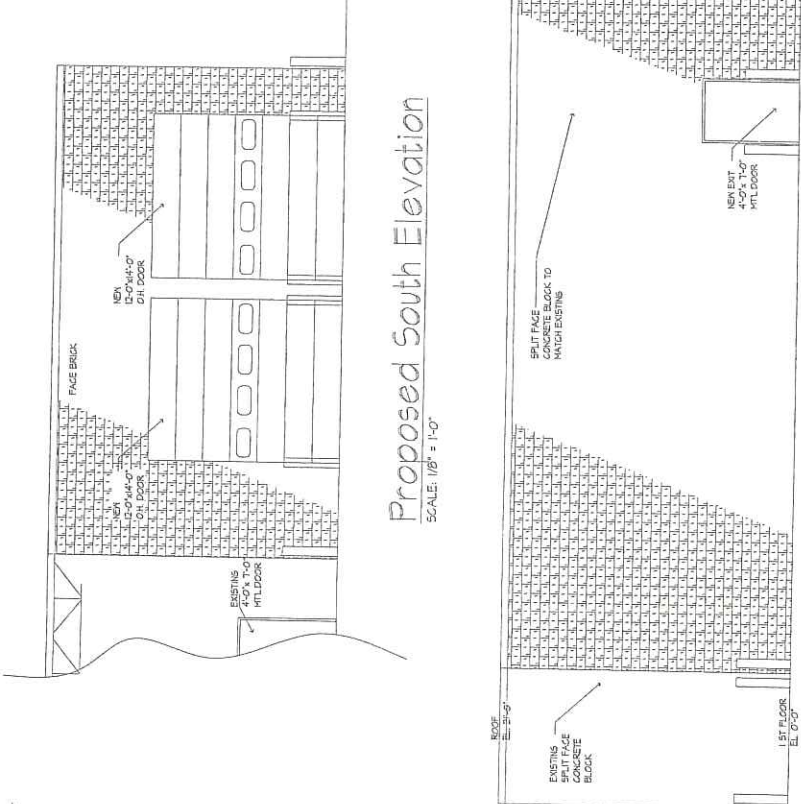
Pre|iminary|2-20-01

Trailer Repair Addition
680 Industrial Drive
Bensenville, IL 60106-1510

RT ARCHITECT INC
300 N. LAKE STREET
SUITE 200
BENSenville, IL 60106
TEL: 630.391.1111
FAX: 630.391.1111

PROJECT ARCHITECT:
RT ARCHITECT INC
300 N. LAKE STREET
SUITE 200
BENSenville, IL 60106
TEL: 630.391.1111
FAX: 630.391.1111

DESIGNED FOR:
OWNER
680 INDUSTRIAL DRIVE
BENSenville, IL 60106
TEL: 630.391.1111
FAX: 630.391.1111

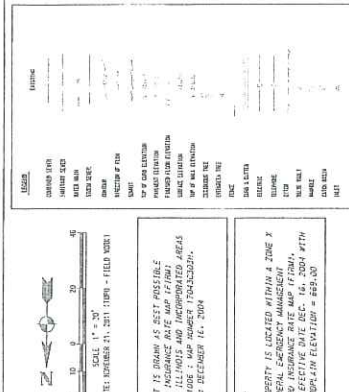


[illegible][illegible]

PROPERTY AREA = 46,691 SQ. FT. : 1.07 ACRES
COMMONLY KNOWN AS: 660 INDUSTRIAL DRIVE BENSENVILLE, ILLINOIS
P.O. BOX 11-200-017

NOTES:

- SHOWN AS A DISCREPANCY AND NOT CONSIDERED IN THIS PLAY AT ONCE
AND REPORT ANY DISCREPANCIES WHICH YOU FIND.
BUILDING LINE RESTRICTIONS AND EASEMENTS ARE SHOWN ONLY WHERE THEY
AFFECT THE SUBDIVISION. THEY ARE FURNISHED WITH THE
DEED DESCRIBING THE PROPERTY. THE SUBDIVISION NEED NOT BE
DETERMINED TO BE AFFECTED BY THE RESTRICTIONS, EASEMENTS, ETC.,
AND ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF, AND ARE
NOT TO BE ASSUMED BY SCALING.
NO WELL OR SEPTIC IMPROVEMENTS SHOWN UNLESS
IN THIS PLAY IS NOT CERTIFIED UNLESS AN IMPRESSED SEAL IS AFFIXED HEREON.
F-1-A, DENOTES FOUND HIGH PIPE
F-1-B, DENOTES FOUND HIGH HOLE
S-1-A, DENOTES SET, SLOD HOD



DU PAGE COUNTY BENCHMARK:

ADDITION TOWNSHIP, BECHTOLD, AL 14001;
THE STATION IS 62.90 FT. SOUTHWEST OF 3.5" DIAMETER STEEL
SIGN POST, 31.7 FT. NORTH OF THE CENTERLINE OF THE MOST
NORTHEASTERLY RAILROAD TRACK AND 7.56 FT. NORTH OF
THE SOUTHEAST CORNER OF CONCRETE HEADWALL. A SHORVE
DISK MONUMENT ESTABLISHED IN THE EAST FACE OF THE SOUTH
END CONCRETE HEADWALL LINED IN EASTING RT. 83 (ROBERT
KINNEY HWY) AND NORTH OF THE RAILROAD TRACK STAMPED
TO PAGE CUMULY MAPS AND PLATS*

ELEVATION = 682.26 VERTICUM DATUM MON 29

1999

PROPERTY LINES SHOWN HEREIN ARE
BASED ON "PLAN OF SURVEY" DATE 8/12
BY SURVEYING SERVICES, LLC
ON LEE LANE
N. INDIAN, ILLINOIS 60445
TEL. 630-276-9200 FAX 630-276-9200

PRELIMINARY SITE
IMPROVEMENT PLAN

DOUBLE

CIVIL ENGINEERING

PHONE 647-573-5726 FAX 647-573-5110

ADDRESS	CITY	STATE	ZIP
1400 W. PINEHILL DRIVE / SUITE 200, LINCOLN, NE 68502	LINCOLN	NE	68502

11-12-2011	SCALE 1"=20'	PROJECT NO. 2411	DRAWING NUMBER
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TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 6/20/2012

DESCRIPTION: Resolution to approve a Temporary Fuel Island and Fleet Fueling Services

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: **I & E (5-0-1)**

DATE: **6/20/2012**

BACKGROUND: Staff has been looking at different fueling alternatives for the past several years in order to reduce cost and to have a location to fuel Village vehicles that was secure, well located, and could provide a dependable source of fuel in cases of emergency. After reviewing several options it was determined that fuel tanks at the Public Works Facility would serve to meet the criteria that had been laid out.

Initially plans had called for a permanent fuel island; however after much discussion it was determined this should be delayed until final plans were completed for the Wastewater Treatment Plant. In the RFP that was sent to vendors the Village requested two 2,500 gallon above ground double walled fire rated tanks as well as dispensing equipment and a fuel management system that will identify the vehicle being fueled as well as the employee dispensing the fuel. This equipment is to be provided on loan to the Village at no cost allowing for a temporary fueling station. This allows the Village the opportunity to take advantage of having tanks on site without having to worry about there being a conflict with the new plant layout.

Fuel pricing is based on the Chicago OPIS rack average plus overhead/profit. Staff expects there to be a cost savings due to fuel being purchased at wholesale rate rather than at retail prices. For example fuel purchased on April 26th, 2012 for a Village vehicle was \$3.77 per gallon, purchasing via the contract including the overhead/profit the price would have been \$3.68 per gallon for a savings of \$.09 per gallon.

KEY ISSUES: A recent RFP was sent and the results returned on 6/12/12 are listed below for the overhead/profit per gallon:

Company	Gas	Diesel	Winter Additive
Al Warren Oil Company, Inc. Summit, IL	OPUS + \$.1485	OPUS + \$.1485	\$.02
Palatine Oil Company, Inc. Schaumburg, IL	OPUS + \$.18	OPUS + \$.18	\$.00
Bell Fuels Inc. Cicero, IL	DID NOT SUBMIT	DID NOT SUBMIT	DID NOT SUBMIT

ALTERNATIVES: Discretion of the Village Board

RECOMMENDATION: Staff recommends approval of the fleet fueling services with Al Warren Oil Company, Inc. as the lowest responsible bidder. The I&E Committee recommended approval of this Resolution (5-0-1) with one abstention. The Committee asked several questions about environmental impacts, regulation, and liability. Please see the attached memorandum addressing these concerns.

BUDGET IMPACT: Funds have been allocated in FY12 (\$225,750) across all departments for fuel; the equipment for the fuel island comes at no cost to the Village.

ACTION REQUIRED: Motion to approve a Resolution authorizing the execution of a contract to Al Warren Oil Company, Inc for providing a temporary fuel island and fleet fueling services.



Village of Bensenville Department of Public Works

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

Memorandum 2012-16

Date: June 20, 2012
To: Mike Cassady, Village Manager
From: Joe Caracci, Director of Public Works
Subject: Fuel Contract Questions and Answers

At the June 19, 2012 I&E Committee Meeting a number of questions were asked by the Committee. I have attempted to answer these questions as part of this memorandum. I have also asked our Village attorney to review the contract prior to approval at the June 26, 2012 Village Board Meeting.

- 1) Is maintenance of the equipment included with this contract? (please list what is covered and if anything is the Village's responsibility to maintain/repair)
Normal wear and tear would be repaired/replaced by Warren Oil at no cost. Any misuse, abuse or damage would be replaced/repared by Warren but billed to Village of Bensenville.
- 2) Is there any EPA issues or permitting required with these tanks?
Village of Bensenville would be under Office of Illinois State Fire Marshal regulations if the Village of Bensenville requires the permit.
- 3) Should there be a defect in any of the equipment, i.e. a leak in the tank would Warren Oil be responsible for any remediation of a fuel spill? (Obviously if it is through user neglect then we would not anticipate it being covered)?
Warren Oil will be responsible for the integrity of tanks/equipment and stand behind tanks/equipment for duration of contract. Fuel spills included.
- 4) What would be the next tier at which we could get a price break? If it is substantially more that's fine the board would just like to know for future use.
Current estimated usage combined for both products is 6,000 g per month. If monthly usage were to exceed 10,000 g per month than price adjustment will be considered.
- 5) Does the Village Code allow for the installation of two above ground 2,500 gallon fuel tanks at Public Works?
Section 9-7-2 of the Village Code states "~~Tanks containing fuels shall not exceed 12,000 gallons (45 420-l)~~ **2,500 gallons** in individual capacity or ~~48,000 gallons (181 680-l)~~ **5,000 gallons** in aggregate capacity. Installations with the maximum allowable aggregate capacity shall be separated from other such installations by not less than 100 feet (30 480 mm)."

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT TO
AL WARREN OIL COMPANY, INC. FOR
PROVIDING A TEMPORARY FUEL ISLAND AND FLEET FUELING
SERVICES.**

WHEREAS the Village of Bensenville currently purchases diesel fuel and unleaded gasoline at retail prices from a number of sources throughout the Village, and

WHEREAS it is in the best interest of the Village to purchase diesel fuel and unleaded gasoline at wholesale costs, and

WHEREAS the Village will benefit financially and operationally by having an in-house fuel station for all departments to utilize, and

WHEREAS an in-house fuel station will allow the Village to access fuel that may otherwise be unavailable during emergencies, and

WHEREAS the Village had budgeted for and intended to install a permanent fuel station in the FY2012 budget, and

WHEREAS it is considered more appropriate to delay the installation of a permanent fuel station at Public Works until potential improvements are performed at the Wastewater Treatment Facility, and

WHEREAS the Village sought proposals from fuel suppliers to provide fuel as well as a temporary fuel island, and

WHEREAS the contract was configured to have the the fuel supplier price fuel at the OPIS Rack Average rate plus overhead/profit, and

WHEREAS Al Warren Oil Company, IL provided the lowest responsive proposal which were opened on June 11th, 2012.

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 the necessary documents to Al Warren Oil Company, Inc. of Summit, IL for a fuel island and fleet fueling services at the following rates:

- | | |
|----------------------------|---------------------------------|
| a. 87 Octane Unleaded | OPIS rack average plus \$0.1485 |
| b. Ultra-low Sulfur Diesel | OPIS rack average plus \$0.1485 |

c. Winter additive (ULSD) \$0.02 per gallon additional cost

PASSED AND APPROVED by the President and Board of Trustees of the
Village of Bensenville, Illinois, _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Susan Janowiak
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

FUEL BUDGET 2012

DEPARTMENT	BUDGET
Village Manager Admin GF	\$2,600.00
Emergency Management GF	\$7,000.00
Police Admin GF	\$81,000.00
Public Works Admin GF	\$1,850.00
PW Admin Dial-a-bus	\$5,000.00
PW Street OPS GF	\$28,600.00
PW Street OPS Snow & Ice GF	\$4,150.00
PW Forestry GF	\$31,400.00
PW Building & Property Maint. GF	\$5,650.00
CED Code Compliance GF	\$5,000.00
R & C Redmond Facilities	\$7,000.00
Water Distribution	\$30,000.00
Meter Program	\$10,000.00
Water Production	\$6,500.00
TOTAL:	\$225,750.00

Village of Bensenville
717 E. Jefferson St.
Bensenville, IL 60106

June 11th, 2012

Fuel Island/Fueling Services Proposal

- 1) Al Warren Oil Company, Inc. will furnish and install two (2) 2,500 gallon double-walled tanks that are 2-hour fire rated.
- 2) Tanks will include the required pumps, hoses, breakaways, nozzles and other tank accessories.
- 3) Al Warren Oil Company, Inc. will furnish and install one (1) OPW/Petro Vend K-800 two hose fuel management system (wireless option) including fuel island terminal and Phoenix Plus software for recording of data.
- 4) System will include chip key reader and 100 chip keys. (Similar to prokey, fob, etc.)
- 5) Al Warren Oil Company, Inc. agrees that electrical and concrete work will be performed by the Village of Bensenville.
- 6) Al Warren Oil Company, Inc. agrees that all equipment will remain its property (and would remove at no cost) and the length of contract will be for three (3) years.

Proposed costs for the Village of Bensenville:

- 1) Fuel Costs: The prevailing rate for 87 Unleaded will be the Chicago OPIS rack average plus .20 cents per gallon. The prevailing rate for Ultra-low Sulfur Diesel will be the Chicago OPIS rack average plus .20 cents per gallon. Al Warren Oil Company Inc. will provide (blended w/ULSD) Innospec 1400 winter additive during inclement weather at an additional cost of .02 cents per gallon.
- 2) \$2,500 fee for Al Warren Oil Company, Inc. obtaining the Office of Illinois State Fire Marshal permit for above-ground storage tanks.

Sincerely,



Ryan O'Reilly
Sales Representative

Phone: 800-327-8903

Fax: 708-594-3679

Corporate Office

7439 West Archer Avenue
Summit, IL 60501

Terminal Office

4243 South Knox Avenue
Chicago, IL 60632

Hammond Indiana Sales Office

111 East 142nd Street
Hammond, IN 46327

Indiana Office

729 East 131st Place
Hammond, IN 46320

AL WARREN OIL CO., INC.

Specialized Petroleum Marketers

Village of Bensenville
717 E. Jefferson St.
Bensenville, IL 60106

June 13th, 2012

Re-submittal: Fuel Island/Fueling Services Proposal

- 1) Al Warren Oil Company, Inc. will furnish and install two (2) 2,500 gallon double-walled tanks that are 2-hour fire rated.
- 2) Tanks will include the required pumps, hoses, breakaways, nozzles and other tank accessories.
- 3) Al Warren Oil Company, Inc. will furnish and install one (1) OPW/Petro Vend K-800 **hybrid** two hose fuel management system (wireless option) including fuel island terminal and Phoenix Plus software for recording of data.
- 4) System will include chip key reader and 100 chip keys.
- 5) Al Warren Oil Company, Inc. agrees that electrical and concrete work will be performed by the Village of Bensenville.
- 6) Al Warren Oil Company, Inc. agrees that all equipment will remain its property (and would remove at no cost) and the length of contract will be for three (3) years.

Proposed costs for the Village of Bensenville:

- 1) Fuel Costs: The prevailing rate for 87 Unleaded will be the Chicago OPIS rack average plus **.1485 cents** per gallon. The prevailing rate for Ultra-low Sulfur Diesel will be the Chicago OPIS rack average plus **.1485 cents** per gallon. Al Warren Oil Company Inc. will provide (blended w/ULSD) Innospec 1400 winter additive during inclement weather at an additional cost of .02 cents per gallon.
- 2) \$2,500 fee for Al Warren Oil Company, Inc. obtaining the Office of Illinois State Fire Marshal permit for above-ground storage tanks.

Additional information: WE ARE A BENSENVILLE BASED COMPANY.

Sincerely,



Ryan O'Reilly
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K800™ Hybrid Fuel Control System

Now with the flexibility of having the fuel site controller within the Fuel Island Terminal as a standalone system for sites that require outdoor installations, or as a separate unit indoors.

Whether operating a small fleet with a single fuel site or a large fleet with multiple sites, the PetroVend K800™ Hybrid Fuel Control System can help you improve the management of your unattended fueling operations by controlling one of your biggest assets and expenses – your fuel.

Benefits

- ◆ Ideal for small private fleets needing a low-cost fuel management solution.
- ◆ Each Island Terminal controls up to 4 mechanical dispensers
- ◆ Each FSC3000™ can control up to 8 FITs with a maximum of 32 hoses per site
- ◆ Backlit LCD provides enhanced visibility in bright sunlight and at night
- ◆ Programmable prompts to guide drivers through the fueling process
- ◆ Durable metal keypad, 16-gauge steel enclosure and thermostatically controlled heater for reliable operation in the harshest environments
- ◆ Downloadable software for easy system upgrades
- ◆ USB memory key for transaction backup/transfer and updating card files
- ◆ Optional dial-up or cell modem allows communication to remote locations
- ◆ Each K800™ Hybrid can also be outfitted with 802.11 WiFi or Bluetooth® communication devices to facilitate updates and retrieval of transaction data

K800™ Hybrid Fuel Control System Components



K800™ Hybrid Fuel Control System Features



Savings

Ideal for small private fleets needing a low-cost fuel management system.



Easy-to-Use

Customizable prompts for driver clarity. ARTWare™ PC software makes configuration a snap.



Installation

Integrated FSC3000™ for installations where no building is available. USB key for transaction backup and card file updates.



Communication

Optional 900 MHz wireless communication between island and building. Cell modem, Bluetooth® and 802.11 WiFi communication also available.

- ◆ PCI compliance via multi-tracking application PA-DSS (Payment Application Data Security Standard) for the FSC3000™ Fuel Site Controller
- ◆ Windows-based ARTWare™ PC software makes programming simple and provides system backup
- ◆ System management easily performed on-site or remotely via dial-up, cell phone modem, LAN/WAN, or Bluetooth™
- ◆ Compatible with optional PetroLink™ RFID system, allowing vehicle I.D., mileage and other information to be automatically captured through an installed fuel nozzle antenna at the vehicle's fueling pipe
- ◆ Pump and product totals automatically or on demand
- ◆ System can be set to track the mechanical pump totalizers
- ◆ Daily and monthly allocation amounts
- ◆ 16 quantity restriction levels
- ◆ 16 product restriction combinations
- ◆ Odometer or hourmeter recording
- ◆ User can be prompted to enter miscellaneous data of up to 10 digits (job, vehicle, driver ID, etc.)
- ◆ Single or dual card/key/cardless entry operation (driver/vehicle number)
- ◆ Cards can be assigned to accounts or departments
- ◆ Card/key/account lockout
- ◆ Programmable K800™ Fuel Island Terminal displays messages and user prompts
- ◆ A price may be assigned to each product to be recorded for each transaction



- ◆ Standard system utilizes magnetic cards
 - ◆ ChipKey® mileage and reasonability assures accurate mileage entry
 - ◆ Optional proximity card reader
 - ◆ Programmable system open/close times
 - ◆ Password protection for ultimate security
 - ◆ Self-test and diagnostic utilities for start-up and troubleshooting
 - ◆ Office journal printer for transaction logging
 - ◆ USB key for transaction information backup and card updates
 - ◆ Optional Bluetooth™ or cell modem communication for remote sites
 - ◆ Optional 900 MHz wireless communication between island and building
 - ◆ The K800™ Hybrid System interfaces with many commercial fueling networks
- Memory**
- ◆ Standard memory has 2,000 proprietary cards, and 500 transactions
 - ◆ Expandable to 64,000 proprietary cards, and 2,000 transactions
- Pump Control Methods**
- ◆ Pump Control Modules for commercial dispensers with mechanical registers
 - Mounted in Fuel Island Terminal for low-cost, convenient wiring
 - Mounted in remote cabinet
 - Pump handle monitor
 - Manual bypass for each dispenser
 - 4 adjustable fueling timers
 - Maximum fueling time
 - Maximum time to activate pump handle
 - Maximum time until first pulse
 - Maximum time between pulses
 - Counts in gallons or liters from thousandths to full units
 - Pump sentry provides protection from faulty pulsers
 - ◆ Direct Pump Control communicates via serial link to the dispensers (optional)
 - Supports Wayne, Gilbarco and Tokheim protocols
 - Extremely simple installation
 - ◆ Universal Pump Controller for operation with a pump controller (optional)
 - Interfaces with Wayne, Gilbarco and Tokheim
 - Allows pumps to be controlled via the Fuel Island Terminal or retail pump console

FSC3000™ Fuel Site Controller Specifications

Dimensions: 2" H x 10" W x 11" D (5 cm H x 25 cm W x 28 cm D)

Power Requirements: 85-240 VAC, 50/60 Hz; 25 watts max.

Operating Temperature Range (indoors): 32° F to 122° F (0° C to 50° C)

Serial Communication Ports: Petro-Net™ (RS-485), Printer (RS-232), Terminal (RS-232), Modem (RS-232), Pass-through (RS-232), 2 Auxiliary Ports (RS-232), Tank Gauge, Ethernet, USB

Maximum Petro-Net™ Distance: 5,000 feet (1,524 m)

Phoenix™ Software

- Phoenix™ Plus – poll transactions, perform card updates, run reports
- Phoenix™ Premier – all of the Phoenix™ Plus features, plus tank gauge interface for reconciliation

K800™ Hybrid Fuel Island Terminal Specifications

Readers (any one of the following):

- Magnetic-stripe card
- ChipKey®
- HID proximity card/key (optional)

Display: 2-line x 16-character backlit LCD

Enclosure Dimensions: 12" H x 13" W x 10" D
(30.5 cm H x 33 cm W x 25.5 cm D)

Power Requirements: 120/230 VAC;
50-60 Hz; 100 watts max.

Operating Temperature: -40° F to 122° F
(-40° C to 50° C)

Pump Control Terminal Specifications

Relay Rating: 1 HP, 120/240 VAC

Pulsar Compatibility: Contact/12 VDC
electronic

Pulsar Power Supply: 12 VDC;
40 milliamps max./pulsar

Pulsar Speed: 6,000 pulses/minute
(mechanical)

100,000 pulses/minute (electronic)

Pulsar Rate: 1:1 to 9,999:1 (in 1-pulse
increments)

Pulsar Type: Single channel

Pulsar Duty Cycle: 50%

Operating Temperature Range: -40° F to
122° F (-40° C to 50° C)

Warren Oil Regular RFG Gasoline - 87 Octane

PRODUCT DESCRIPTION

Regular RGF Gasoline is our 87 octane gasoline, formulated to maintain specified engine performance. Regular gasoline contains an advanced, multi-functional additive system at a concentration higher than the legal requirement. All Warren Oil gasolines meet or exceed ASTM D 4814 Standard Specification for gasoline and all applicable Federal and State regulations.

APPLICATION

For use in automobiles and light trucks designed to use unleaded 87 octane regular gasoline. It is also suitable for use in all two or four cycle engines such as: marine, snowmobile, motorcycle, lawn mowers and trimmers or chainsaw engines. Consult the engine manufacturer for its recommendations for specific engines.

FEATURES

87 Octane – Warren Oil Regular has a 87 (minimum) Octane Number, $(R+M)/2$. Octane may be lower in areas of high altitude.

Rust Protection – This gasoline contains special corrosion inhibitors designed to prevent rust and scale formation throughout the fuel system and to help maintain clean gasoline in storage and delivery equipment – double protection against poor performance and fuel filter clogging.

Seasonally Blended – The volatility of Warren Oil Regular gasoline is adjusted at least four times a year in order to meet seasonal requirements. We seasonally adjust volatility for good starting in cold weather and for avoiding vapor lock in hot weather.

Prevents Fuel Line Freeze-Up – ICE-GARD® is added to Regular Gasoline during the winter months of November through March at selected sites throughout the Midwest. This additive prevents any water which may be present in the fuel system from freezing. Ice formation can result in engine misfiring, stalling or failure to start. Consult your local representative to determine if ICE-GARD® is available in your area.

Oxygenates – The use of oxygenates in gasoline allows for more complete combustion of the fuel and lowers vehicle emissions. Warren Oil Regular gasoline may contain ethanol (up to 10 vol.%) or other oxygenates in areas where it is required by law or where economics and consumer acceptance are favorable. To find out if oxygenates are used in your area, contact our offices.

Quality Assurance – The quality process begins at each refinery, where batches of gasoline are tested to verify compliance with manufacturing specifications and state and federal regulations. In addition, gasoline samples from the distribution terminals and service stations are collected and tested regularly to monitor quality throughout the distribution system.

Warren Oil Regular RFG Gasoline - 87 Octane

PROPERTY	TEST METHOD	LIMIT		
		WINTER	SUMMER	SPRING/FALL
Distillation ¹ , oF	D 86			
10% evap., max		122	158	131/140
50% evap.		170-230	170-250	170-240
90% evap., max		365	374	365
Final Boiling Pt., max		430	430	430
RVP ¹ , psi, max	D 5191	13.5/15.0	7.0/9.0	9.0/13.5
		ALL YEAR		
Benzene, vol.%, max	D 3606-92	4		
Lead, g/gal, max	D 3237	0.05		
Octane ² , (R+M)/2, min	D 2699, D 2700	87.0		
Oxygen, wt.%, max	D 4815-93	3.5		
Phosphorous, g/gal, max	D 3231	0.005		
Sulfur ³ , ppm, max	D 2622	1000		

NOTE:

- 1) Distillation and RVP depend upon region. Individual city and/or state requirements may differ slightly.
- 2) Octane may be lower in areas of high altitude.
- 3) Certain areas require lower maximum sulfur levels.



WARREN OIL ULTRA LOW SULFUR No. 1 DIESEL FUEL

PRODUCT DESCRIPTION

Warren Oil Ultra Low Sulfur No. 1 Diesel Fuel is refined from selected crudes, and is carefully blended to produce a high quality fuel. Warren Oil Ultra Low Sulfur No. 1 Diesel meets the needs of most automotive, marine and stationary engine applications that require a No. 1 fuel. It also exceeds current EPA on-road requirements for sulfur content, enabling the use of advanced aftertreatment technologies, and conforms to ASTM D-975 Diesel Fuel specifications.

APPLICATION

Warren Oil Ultra Low Sulfur No. 1 Diesel Fuel is recommended for use in all on- or off-road heavy duty trucks, automotive, transit bus, marine and stationary diesel engine applications requiring an ultra low sulfur No. 1 diesel fuel.

FEATURES

Ultra Low Sulfur Content -- Warren Oil Diesel far exceeds the current Federal requirements for fuel sulfur level enabling the use of advanced aftertreatment technologies. Its ultra low sulfur content helps prevent corrosion of engine parts, helping to reduce wear and tear on your engine. Injectors remain cleaner and deposits are fewer, which means reduced oil contamination and significantly less smoke and odor. When used in combination with aftertreatment technologies, engine emissions of particulates, hydrocarbons, and carbon monoxide are reduced to unsurpassed low levels.

Controlled Lubricity -- Warren Oil Diesel is additized to assure adequate lubricity to protect fuel injection systems.

High Quality Control - Controlled Volatility -- Volatility and viscosity are controlled to help give a correct spray pattern, good injector lubrication, complete combustion, good fuel economy and power output.

Low Cold Flow Properties -- Warren Oil Diesel has naturally occurring low cloud and pour points, which keeps fuel flowing in extremely low temperatures, helping to prevent fuel "gelling" and storage or handling problems.

PROPERTY	TEST METHOD	LIMIT
Aromatics, vol. %, max.	D-1319	30
Ash, wt. %, max.	D-482	0.01
Cetane Number, min.	D-613	45
Color, ASTM, max.	D-1500	2.5
Conductivity, cu, min. (1)	D-2624	75
Copper Corrosion, 3 hrs @122 °F, max.	D-130	3
Distillation, oF	D-86	
Temp.@ 90%, recovered, max.		550
Flash Point, oF, min.	D-93	100
Gravity, °API, min.	D-287	37
Lubricity (SBOCLE), g, min.	D-6078	3100
Pour Point, oF, max. (2)	D-97	-30
Sulfur, total, wt.%, max.	D-5453	0.0030
Viscosity, cSt @ 40°C	D-445	1.3 - 1.9
Water & Sediment, vol.%, max.	D-2709	0.05

Notes

(1) Conductivity may vary with season. Call Quality & Technical Service for details.

(2) Pour point values vary with region and season. Call Quality & Technical Service for details.



Performance Specialties

Legal Diesel™ Fuel Additive 1400

1400 is a multifunctional middle distillate fuel additive. It functions as a wax modifier to improve low temperature operability of diesel fuel.

Innospec Fuel Specialties is the only manufacturing company solely focused on fuel and fuel additive technology.



40CFR80.591 Compliance Statement:

The sulfur content of this diesel fuel additive does not exceed 15 ppm. This is a LEGAL DIESEL™ Fuel Additive Product.

1400 provides the following performance benefits:

- Lowers Cold Filter Plugging Point
- Lower Pour Point
- Prevents fuel gelling in low temperatures
- Disperses wax during extended engine shutdowns in cold climates
- Aids against fuel filter icing
- Water dispersant to help safely remove water on a gradual basis
- Typical cetane boost from 1 to 3 numbers
- Caustic resistant corrosion inhibitor
- Contains antioxidants to protect thermal and oxidative stability
- Lubricity improver
- Diesel detergent

Addition

1400 may be continuously or batch blended into diesel fuel as a concentrate or as a stock solution. Proper blending and handling procedures must be followed due to the nature of all low temperature operability additives. Blend the additive with the fuel at temperatures at least 10°F above the cloud point of the fuel. Ensure the additive is at or above minimum handling temperatures to avoid potential performance issues. Verify that the additive is completely dissolved into the fuel.

Material Compatibility

1400 is compatible with the following materials of construction: mild steel, aluminum, 304 stainless steel, 316 stainless steel, Teflon, and Viton. Do not use with Hypalon, ethylene, propylene, neoprene, Buna-N, or natural rubber. Copper, brass, or bronze (yellow metals) should not be used with neat additive.

Personal Safety, First Aid and Storage and Handling

See the Material Safety Data Sheet for product specific information. DO NOT HEAT. Thermally decomposes above 248°F (120°C). Risk of explosion if heated under confinement. See the Material Safety Data Sheet and the current version of Innospec PLMR on Cetane Improver Safety and Handling for product specific information. This bulletin presents background information on thermal stability for storage and safe handling. This bulletin also describes proper equipment for safe unloading from bulk containers.

Typical Properties

Appearance.....	pale yellow liquid
Specific Gravity, 60/60°F (15.6/15.6°C)	0.927
Density, lb./gal, 60°F, (15.6°C).....	7.72
Flash Point, PMCC, °F (°C).....	101 (38.3)
Pour Point, °F (°C)	<-0.4 (-18)
Viscosity, cSt @	
100°F (37.8°C)	5
68°F (20°C)	8
32°F (0°C)	16

Recommended Treat Rate

1 gallon : 1000 gallons, or 0.04 gallons : 40 gallons, or
1000 mg/L

Technical Support: (302) 454-8100

Customer Service

Resource Center: (800) 441-9547



Edition eh2
Issue 3
8/2006 CCK

MATERIAL SAFETY DATA SHEET

UNLEADED GASOLINES

MSDS No. 12632000 ANSI/ENGLISH

1.0 CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME:
UNLEADED GASOLINES

EMERGENCY HEALTH INFORMATION:
1 (800) 447-8735

EMERGENCY SPILL INFORMATION:
1 (800) 424-9300 CHEMTREC (USA)

2.0 COMPOSITION/INFORMATION ON INGREDIENTS

<u>Component</u>	<u>CAS#</u>	<u>Range % by Wt.</u>
Gasoline	8006-61-9	99.9-100
Benzene	71-43-2	0-3
Butane	106-97-8	4-6
Cyclohexane	110-82-7	0-1
Ethylbenzene	100-41-4	0-2
Heptane	142-82-5	6-8
Hexane	110-54-3	8-10
Pentane	109-66-0	9-11
Toluene	108-88-3	10-12
Trimethylbenzene	95-63-6	0-3
Xylene	1330-20-7	8-10

(See Section 8.0, "Exposure Controls/Personal Protection", for exposure guidelines)

3.0 HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW: Danger! Extremely flammable. Inhalation of vapor/aerosol concentrations above the recommended exposure limits causes headaches, drowsiness, and nausea, and may lead to unconsciousness or death. Harmful if swallowed and/or aspirated into the lungs. Prolonged or repeated contact may cause irritation and/or dermatitis. Use as motor fuel only. Longterm exposure to vapors has caused cancer in laboratory animals.

POTENTIAL HEALTH EFFECTS:

EYE CONTACT: High concentrations of vapor/mist may cause eye discomfort.

SKIN CONTACT: Prolonged or repeated contact can defat the skin and lead to irritation and/or dermatitis.

INHALATION: Inhalation of vapor/aerosol concentrations above the recommended exposure limits causes headaches, drowsiness, and nausea, and may lead to unconsciousness or death. See "Toxicological Information" section (Section 11.0).

INGESTION: Harmful or fatal if liquid is aspirated into lungs. Ingestion causes gastrointestinal irritation and diarrhea. See "Toxicological Information" section (Section 11.0).

HMIS CODE: (Health:1) (Flammability:3) (Reactivity:0) CHRONIC HEALTH HAZARD.

NFPA CODE: (Health:1) (Flammability:3) (Instability:0)

4.0 FIRST AID MEASURES

EYE: Flush eyes with plenty of water. Get medical attention if irritation persists.

SKIN: Wash exposed skin with soap and water. Remove contaminated clothing, including shoes, and thoroughly clean and dry before reuse. Get medical attention if irritation develops.

INHALATION: If adverse effects occur, remove to uncontaminated area. Give artificial respiration if not breathing. Get medical attention.

INGESTION: If swallowed, do NOT induce vomiting. Get immediate medical attention.

5.0 FIRE FIGHTING MEASURES

FLASHPOINT: -45°F

UEL: 7.6%

LEL: 1.3%

AUTOIGNITION TEMPERATURE: 495.0°F

FLAMMABILITY CLASSIFICATION: Extremely Flammable Liquid.

EXTINGUISHING MEDIA: Agents approved for Class B hazards (e.g., dry chemical, carbon

dioxide, foam, steam) or water fog. Water may be ineffective but should be used to cool-fire exposed containers, structures and to protect personnel.

UNUSUAL FIRE AND EXPLOSION HAZARDS: Extremely flammable vapor/air mixtures form. Extinguishment of fire before source of vapor is shut off can create an explosive mixture in air. Product gives off vapors that are heavier than air which can travel considerable distances to a source of ignition and flashback. Runoff to sewer may cause a fire or explosion hazard.

FIRE-FIGHTING EQUIPMENT: Firefighters should wear full bunker gear, including a positive pressure self-contained breathing apparatus.

PRECAUTIONS: Keep away from sources of ignition (e.g., heat and open flames). Keep container closed. Use with adequate ventilation.

HAZARDOUS COMBUSTION PRODUCTS: Combustion of this product in an area without adequate ventilation may result in hazardous levels of combustion products (e.g., carbon monoxide, carbon dioxide) and inadequate oxygen levels.

6.0 ACCIDENTAL RELEASE MEASURES

Remove or shut off all sources of ignition. Wear respirator and spray with water to disperse vapors. Increase ventilation if possible. Prevent spreading by diking, ditching, or absorbing on inert materials. Keep out of sewers and waterways.

7.0 HANDLING AND STORAGE

HANDLING: Use with adequate ventilation. Keep away from ignition sources (e.g., heat, sparks, or open flames). Ground and bond containers when transferring materials. Wash thoroughly after handling.

STORAGE: Store in flammable liquids storage area. Keep container closed. Store away from heat, ignition sources, and open flame in accordance with applicable regulations.

SPECIAL PRECAUTIONS: Keep out of sewers and waterways. Avoid strong oxidizers. Report spills to appropriate authorities. **USE AS MOTOR FUEL ONLY.**

8.0 EXPOSURE CONTROLS / PERSONAL PROTECTION

EYE: None required; however, use of eye protection is good industrial practice.

SKIN: Avoid prolonged or repeated skin contact. Wear protective clothing and gloves if prolonged or repeated contact is likely.

INHALATION: Use with adequate ventilation. Avoid breathing vapor and/or mist. If ventilation is inadequate, use NIOSH certified respirator that will protect against organic vapor and dust/mist.

ENGINEERING CONTROLS: Control airborne concentrations below the exposure guidelines.

EXPOSURE GUIDELINES:

<u>Component</u>	<u>CAS#</u>	<u>Exposure Limits</u>
Gasoline	8006-61-9	OSHA PEL: 300 ppm (1989); Not established. (1971) OSHA STEL: 500 ppm (1989); Not established. (1971) ACGIH TLV-TWA: 300 ppm ACGIH TLV-STEL: 500 ppm
Benzene	71-43-2	OSHA PEL: 1 ppm OSHA STEL: 5 ppm ACGIH TLV-TWA: 0.5 ppm (skin) ACGIH TLV-STEL: 2.5 ppm (skin) Mexico TWA: 10 ppm Mexico STEL: 25 ppm
Butane	106-97-8	OSHA PEL: 800 ppm (1989); Not established. (1971) ACGIH TLV-TWA: 800 ppm Mexico TWA: 800 ppm
Cyclohexane	110-82-7	OSHA PEL: 300 ppm (1989)(1971) ACGIH TLV-TWA: 300 ppm Mexico TWA: 300 ppm Mexico STEL: 375 ppm
Ethylbenzene	100-41-4	OSHA PEL: 100 ppm (1989)(1971) OSHA STEL: 125 ppm(1989); Not established. (1971) ACGIH TLV-TWA: 100 ppm ACGIH TLV-STEL: 125 ppm Mexico TWA: 100 ppm Mexico STEL: 125 ppm
Heptane	142-82-5	OSHA PEL: 400 ppm (1989); 500 ppm (1971) OSHA STEL: 500 ppm (1989); Not established. (1971) ACGIH TLV-TWA: 400 ppm ACGIH TLV-STEL: 500 ppm Mexico TWA: 400 ppm (skin) Mexico STEL: 500 ppm (skin)
Hexane	110-54-3	OSHA PEL: 50 ppm (1989); 500 ppm (1971) ACGIH TLV-TWA: 50 ppm (skin) Mexico TWA: 100 ppm
Pentane	109-66-0	OSHA PEL: 600 ppm (1989); 1000 ppm (1971) OSHA STEL: 750 ppm (1989); Not established. (1971) ACGIH TLV-TWA: 600 ppm Mexico TWA: 600 ppm

Toluene	108-88-3	Mexico STEL: 760 ppm
		OSHA PEL: 100 ppm (1989); 200 ppm (1971)
		OSHA STEL: 150 ppm (1989); Not established. (1971)
		OSHA Ceiling: 300 ppm (1971)
		ACGIH TLV-TWA: 50 ppm (skin)
Trimethylbenzene	95-63-6	Mexico TWA: 100 ppm
		Mexico STEL: 150 ppm
		OSHA PEL: 25 ppm (1989); Not established. (1971)
		ACGIH TLV-TWA: 25 ppm
		Mexico TWA: 25 ppm
Xylene	330-20-7	Mexico STEL: 35 ppm
		OSHA PEL: 100 ppm (1989)(1971)
		OSHA STEL: 150 ppm (1989); Not established. (1971)
		ACGIH TLV-TWA: 100 ppm
		ACGIH TLV-STEL: 150 ppm
		Mexico TWA: 100 ppm (skin)
		Mexico STEL: 150 ppm (skin)

9.0 CHEMICAL AND PHYSICAL PROPERTIES

APPEARANCE AND ODOR: Clear. Liquid. Hydrocarbon odor.

pH: Not determined.

VAPOR PRESSURE: 7-15 lb RVP (ASTM D323)

VAPOR DENSITY: 3.0-4.0

BOILING POINT: 80.0-430.0°F (range)

MELTING POINT: Not determined.

SOLUBILITY IN WATER: Negligible, below 0.1%.

SPECIFIC GRAVITY (WATER=1): 0.75

10.0 STABILITY AND REACTIVITY

STABILITY: Burning can be started easily.

CONDITIONS TO AVOID: Keep away from ignition sources (e.g. heat, sparks, and open flames).

MATERIALS TO AVOID: Avoid chlorine, fluorine, and other strong oxidizers.

HAZARDOUS DECOMPOSITION: None identified.

HAZARDOUS POLYMERIZATION: Will not occur.

11.0 TOXICOLOGICAL INFORMATION

ACUTE TOXICITY DATA:

EYE IRRITATION: This product had a primary eye irritation score (PEIS) of 0/110.0 (rabbit)

SKIN IRRITATION: This product had a primary skin irritation score (PDIS) of 1.1/8.0 (rabbit)

DERMAL LD50: greater than 5 ml/kg (rabbit).

ORAL LD50: 18.8 ml/kg (rat).

INHALATION LC50: 20.7 mg/l (rat)

OTHER TOXICITY DATA: Excess exposure to vapors may produce headaches, dizziness, nausea, drowsiness, irritation of eyes, nose and throat and central nervous system depression. Aspiration of this material into the lungs can cause chemical pneumonia and can be fatal. Aspiration into the lungs can occur while vomiting after ingestion of this product. Inhalation of unleaded gasoline vapors did not produce birth defects in laboratory animals. Ingestion of this material can cause gastrointestinal irritation and diarrhea.

In a long-term inhalation study of whole unleaded gasoline vapors, exposure-related kidney damage and kidney tumors were observed in male rats. Similar kidney effects were not seen in female rats or in mice. At the highest exposure level (2056 ppm), female mice had an increased incidence of liver tumors. Results from subsequent scientific studies have shown that a broad variety of chemicals cause these kidney effects only in the male rat. Further studies have discovered the means by which the physiology of the male rat uniquely predispose it to these effects. Consequently, the Risk Assessment Forum of the Environmental Protection Agency has recognized that these responses are not predictive of a human health hazard. The liver tumors that were increased in the high-dose female mice are likewise of questionable significance because of their high spontaneous occurrence even without chemical exposure and because the rate of their occurrence is accelerated by a broad spectrum of chemicals not commonly considered to be carcinogens (e.g., phenobarbital). Thus, the significance of the mouse liver tumor response in terms of human health is questionable.

Gasoline is a complex mixture of hydrocarbons and contains benzene (typically no more than 2 volume%), toluene, and xylene. Chronic exposure to high levels of benzene has been shown to cause cancer (leukemia) in humans and other adverse blood effects (anemia). Benzene is considered a human carcinogen by IARC, NTP and OSHA. Over exposure to xylene and toluene

can cause irritation to the upper respiratory tract, headache and narcosis. Some liver damage and lung inflammation were seen in chronic studies on xylene in guinea pigs but not in rats.

Solvent "sniffing" (abuse) or intentional overexposure to vapors can produce serious central nervous system effects, including unconsciousness, and possibly death.

12.0 ECOLOGICAL INFORMATION

Ecological testing has not been conducted on this material by BP Amoco.

13.0 DISPOSAL INFORMATION

Residues and spilled material are hazardous waste due to ignitability. Disposal must be in accordance with applicable federal, state, or local regulations. Enclosed-controlled incineration is recommended unless directed otherwise by applicable ordinances.

The container for this product can present explosion or fire hazards, even when emptied! To avoid risk of injury, do not cut, puncture, or weld on or near this container. Since the emptied containers retain product residue, follow label warnings even after container is emptied.

14.0 TRANSPORTATION INFORMATION

U.S. DEPT OF TRANSPORTATION

Shipping Name	Gasoline
Hazard Class	3
Identification Number	UN1203
Packing Group	II

INTERNATIONAL INFORMATION:

Sea (IMO/IMDG)

Shipping Name	Gasoline
Class	3.1
Packing Group	II
UN Number	UN1203

Air (ICAO/IATA)

Shipping Name	Gasoline , UN1203
Class	3

Packing Group I I

European Road/Rail (ADR/RID)

Shipping Name Not determined.

Canadian Transportation of Dangerous Goods

Shipping Name Gasoline
Hazard Class 3
UN Number UN1203
Packing Group II

15.0 REGULATORY INFORMATION

CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR Part 302.4): This product is exempt from the CERCLA reporting requirements under 40 CFR Part 302.4. However, if spilled into waters of the United States, it may be reportable under 33 CFR Part 153 if it produces a sheen.

SARA TITLE III SECTION 302 EXTREMELY HAZARDOUS SUBSTANCES (40 CFR Part 355): This product is not regulated under Section 302 of SARA and 40 CFR Part 355.

SARA TITLE III SECTIONS 311/312 HAZARDOUS CATEGORIZATION (40 CFR Part 370): This product is defined as hazardous by OSHA under 29 CFR Part 1910.1200(d). Hazardous categories for this product are: Acute = yes; Chronic = yes; Fire = yes; Pressure = no; Reactive = no.

SARA TITLE III SECTION 313 (40 CFR Part 372): This product contains the following substance(s), which is on the Toxic Chemicals List in 40 CFR Part 372:

<u>Component/CAS Number</u>	<u>Weight Percent</u>
Benzene 71-43-2	3
Trimethylbenzene 5-63-6	3
Cyclohexane 110-82-7	1
Ethylbenzene 100-41-4	2
Xylene 1330-20-7	10
Hexane 110-54-3	10
Toluene 108-88-3	12

U.S. INVENTORY (TSCA): Listed on inventory.

OSHA HAZARD COMMUNICATION STANDARD: Flammable liquid. Irritant. Contains components listed by ACGIH. Contains components listed by OSHA. Contains a carcinogenic component.

WHMIS Controlled Product Classification: B2, D2A, D2B.

EC INVENTORY (EINECS/ELINCS): Not determined.

JAPAN INVENTORY (MITI): Not determined.

AUSTRALIA INVENTORY (AICS): Not determined.

KOREA INVENTORY (ECL): Not determined.

CANADA INVENTORY (DSL): Not determined.

PHILIPPINE INVENTORY (PICCS): Not determined.

16.0 OTHER INFORMATION

This material contains an ingredient/ingredients present on the following State Right-To-Know lists:

-Florida- -Massachusetts- -New Jersey- -Pennsylvania- -California- -Minnesota-

This product contains an ingredient/ingredients known to the state of California to cause cancer and/or reproductive toxicity.

Prepared by:

Environment, Health and Safety Department

Issued: July 16, 1999

This Material Safety Data Sheet conforms to the requirements of ANSI Z400.1.

NOTICE: The information presented herein is based on data considered to be accurate as of the date of preparation of this Material Safety Data Sheet. However, no warranty or representation, express or implied, is made as to the accuracy or completeness of the foregoing data and safety information, nor is any authorization given or implied to practice any patented invention without a license. In addition, no responsibility can be assumed by vendor for any damage or injury resulting from abnormal use, from any failure to adhere to recommended practices, or from any hazards inherent in the nature of the product.

MATERIAL SAFETY DATA SHEET

===== CHEMICAL PRODUCT IDENTIFICATION =====

TRADE NAME: #2 DIESEL FUEL
CAS NUMBER: 68476-34-6
SYNONYM(S): PROCESS STREAM; NO. 2 DIESEL FUEL; FUEL OIL;
MIDDLE DISTILLATE; AB0/AA9-1; AG7; AG8
MSDS NUMBER: 1354
PRODUCT CODE: NA
HIERARCHY: NA

===== COMPOSITION/INFORMATION ON INGREDIENTS =====

COMPONENT: Diesel Fuel No. 2, A distillate having a minimum viscosity of 32.6
SUS at 100 degrees F to a maximum of 40.1 SUS at 100 degrees F
CAS NO.: 68476-34-6
% BY WT.: 99.9 - 100
EXPOSURE LIMITS: None Established

===== HAZARDS IDENTIFICATION =====

EMERGENCY OVERVIEW:

Clear Liquid With Hydrocarbon Odor. May Be Dyed For Identification. Danger!
Harmful or Fatal If Swallowed. Aspiration Hazard If Swallowed--Can Enter
Lungs and Cause Damage. May Be Irritating To the Eyes and Respiratory Tract.
Causes Skin Irritation. Vapors May Be Harmful. Possible Cancer Hazard -
Contains Material Which May Cause Cancer Based On Animal Data. Combustible
Liquid & Vapor.

POTENTIAL HEALTH EFFECTS:

SKIN:

Repeated or prolonged contact may result in defatting, redness, itching,
inflammation, cracking and possible secondary infection. May cause allergic
reactions in some individuals. Absorption from prolonged or massive skin
contact may cause poisoning. High pressure skin injections are Serious
Medical Emergencies. Injury may not appear serious at first; within a few
hours, tissue will become swollen, discolored and extremely painful (see
Notes to Physician section).

EYE:

Exposure to vapors, fumes or mists may cause irritation.

INHALATION:

May cause respiratory tract irritation. Exposure may cause central nervous system symptoms similar to those listed under "Ingestion" (see Ingestion section). Degenerative changes in the liver, kidneys and bone marrow may occur with prolonged, high concentrations. Repeated or prolonged exposures may cause behavioral changes.

INGESTION:

Aspiration into lungs may cause pneumonitis. May cause gastrointestinal disturbances. Symptoms may include irritation, nausea, vomiting and diarrhea. May cause harmful central nervous system effects. Effects may include excitation, euphoria, headache, dizziness, drowsiness, blurred vision, fatigue, tremors, convulsions, loss of consciousness, coma, respiratory arrest and death.

SPECIAL TOXIC EFFECTS:

Based on animal studies, repeated overexposure may produce skin tumors upon repeated and prolonged skin contact in the absence of good personal hygiene. However, long-term dermal application studies of similar materials, i.e. middle distillates, in animals have shown that skin tumors are produced only when marked and prolonged skin irritation takes place during the study. Therefore, this product should not present a significant hazard of skin tumor formation when the "Skin Protection" recommendations are followed. IARC has determined that diesel engine exhaust is probably carcinogenic to humans. (IARC Class- 2A). Lifetime exposure to whole diesel exhaust has been shown to cause cancer in laboratory animals. NIOSH recommends that whole diesel exhaust be regarded as a potential occupational carcinogen. Warning: The use of any hydrocarbon fuel in an area without adequate ventilation may result in hazardous levels of combustion products and inadequate oxygen levels. IARC has determined that occupational exposures in petroleum refining are probably carcinogenic to humans.

===== FIRST AID MEASURES =====

SKIN:

Remove contaminated clothing immediately. Wash area of contact thoroughly with soap and water. Get medical attention if irritation persists. High pressure skin injections are serious medical emergencies. Thermal burns require immediate medical attention. Get immediate medical attention.

EYE:

Flush immediately with large amounts of water for at least 15 minutes. Eyelids should be held away from the eyeball to ensure thorough rinsing. Get medical attention if irritation persists. Thermal burns require immediate medical attention.

INHALATION:

Remove affected person from source of exposure. If not breathing, ensure clear airway and institute cardiopulmonary resuscitation (CPR). If breathing

is difficult, administer oxygen if available. After administration of oxygen, continue to monitor closely. Get medical attention.

INGESTION:

Do not induce vomiting because of danger of aspirating liquid into lungs. Get immediate medical attention. If spontaneous vomiting occurs, monitor for breathing difficulty.

NOTES TO PHYSICIAN:

In case of ingestion, gastric lavage with activated charcoal can be used promptly to prevent absorption. Consideration should be given to the use of an endotracheal tube, to prevent aspiration. Individuals intoxicated by Diesel Fuel No. 2 should be hospitalized immediately, with acute and continuing attention to neurologic and cardiopulmonary function. Positive pressure ventilation may be necessary. After the initial episode, individuals should be followed for changes in blood variables and the delayed appearance of pulmonary edema and chemical pneumonitis. Such patients should be followed for several days or weeks for delayed effects, including bone marrow toxicity, hepatic and renal impairment. Individuals with chronic pulmonary disease will be more seriously impaired, and recovery from inhalation exposure may be complicated. In case of skin injection, prompt debridement of the wound is necessary to minimize necrosis and tissue loss.

===== FIREFIGHTING MEASURES =====

FLASH POINT: 51.7 C (125.06 F)
AUTOIGNITION TEMPERATURE: ND
FLAMMABILITY LIMITS IN AIR (% BY VOL.) LOWER: > 0.7
FLAMMABILITY LIMITS IN AIR (% BY VOL.) UPPER: < 5

HAZARDOUS COMBUSTION PRODUCTS:

Combustion may produce CO, CO2 and reactive hydrocarbons.

BASIC FIRE FIGHTING PROCEDURES:

Use water spray, dry chemical, foam or carbon dioxide to extinguish fire. Use water spray to cool fire-exposed containers, structures and to protect personnel. If leak or spill has not ignited, ventilate area and use water spray to disperse gas or vapor and to protect personnel attempting to stop leak. Use water to flush spills away from sources of ignition. Do not flush down public sewers or other drainage systems. Exposed firefighters must wear MSHA/NIOSH approved positive pressure self-contained breathing apparatus with full face mask and full protective clothing.

UNUSUAL FIRE & EXPLOSION HAZARDS:

Irritating and/or toxic substances may be emitted upon thermal decomposition. Dangerous when exposed to heat or flame. Runoff to sewer may cause fire or explosion hazard. Containers may explode in heat of fire.

===== ACCIDENTAL RELEASE MEASURES =====

If your facility or operation has an "Oil or Hazardous Substance Contingency Plan", activate its procedures. Take immediate steps to stop and contain the spill. Caution should be exercised regarding personnel safety and exposure to the spilled material. For technical advice and assistance related to chemicals, contact CHEMTREC (800/424-9300) and your local fire department. Notify the National Response Center, if required. Also notify appropriate state and local regulatory agencies, the LEPC and the SERC. Contact the local Coast Guard if the release is into a waterway. Keep unnecessary people away; isolate hazard area and deny entry. Stay upwind; keep out of low areas. (Also see Personal Protection Information section.) Shut off ignition sources; no flares, smoking or flames in hazard area. Stop leak if you can do it without risk. Water spray may reduce vapor; but it may not prevent ignition in closed spaces. Small Spills: Take up with sand or other noncombustible absorbent material and place into containers for later disposal. Large Spills: Dike far ahead of liquid spill for later disposal.

When reporting a spill to the National Response Center or the Coast Guard, you may need to supply the Coast Guard Chemical Hazard Response Information System (CHRIS) code:

Group Number: 33
CHRIS Code: OTD

Additional spill related information may be found in the U.S. Coast Guard Chemical Hazard Response Information System (CHRIS) Manual.

During an accidental release, personal protection equipment may be required (see Section EXPOSURE CONTROLS/PERSONAL PROTECTION). Additional regulatory requirements may apply (see Section REGULATORY INFORMATION).

===== HANDLING AND STORAGE =====

HANDLING:

Use non-sparking tools. Ground lines and equipment used during transfer to reduce the possibility of static spark-initiated fire or explosion.

Empty containers may contain toxic, flammable/combustible or explosive residue or vapors. Do not cut, grind, drill, weld, reuse or dispose containers unless adequate precautions are taken against these hazards.

STORAGE:

Store in tightly closed containers in cool, dry, isolated, well-ventilated area away from heat, sources of ignition and incompatibles.

===== EXPOSURE CONTROLS / PERSONAL PROTECTION =====

ENGINEERING CONTROLS:

Ventilation may be used to control or reduce airborne concentrations.

PERSONAL PROTECTION EQUIPMENT (PPE):

EYE PROTECTION:

Wear safety glasses or chemical goggles to prevent eye contact. Do not wear contact lenses when working with this substance. Have eye washing facilities readily available where eye contact can occur.

SKIN PROTECTION:

Wear impervious gloves and protective clothing to prevent skin contact.

RESPIRATORY PROTECTION:

NIOSH/MSHA approved breathing equipment may be required for non-routine and emergency use.

See Section COMPOSITION/INFORMATION ON INGREDIENTS For Exposure Guidelines.

===== PHYSICAL AND CHEMICAL PROPERTIES =====

BOILING POINT: 160 C (320 F)
SP. GRAVITY (Water=1): 0.84 - 0.88 @ 15.56 C (60.008 F)
MELTING POINT: NA
% VOLATILE: Negligible
VAPOR PRESSURE: 0.4 MM HG @ 20 C (68 F)
EVAPORATION RATE: Slower
VAPOR DENSITY (Air=1): 4.7
VISCOSITY: 1.2 - 4.6 CST @ 37.8 C (100.04 F)
% SOLUBILITY IN WATER: Negligible
POUR POINT: -12.22 C (10.004 F)
pH: NEUTRAL
MOLECULAR WEIGHT: NA
MOLECULAR FORMULA: Mixture
ODOR/APPEARANCE: Clear Liquid With Hydrocarbon Odor.
May Be Dyed For Identification.

===== STABILITY AND REACTIVITY =====

STABILITY/INCOMPATIBILITY:

Stable. Avoid contact with strong oxidizers.

HAZARDOUS REACTIONS/DECOMPOSITION PRODUCTS:

Thermal decomposition or combustion may produce CO, CO2 and reactive hydrocarbons.

===== TOXICOLOGICAL INFORMATION =====

OTHER:

An extensive profile which characterizes adverse health effects information for this material has been prepared by the Agency for Toxic Substances Disease Registry (ATSDR). Individuals interested in a summary of the toxicology of this material should reference this document. This profile can be obtained from the National Technical Information Services (NTIS).

===== DISPOSAL CONSIDERATIONS =====

WASTE DISPOSAL (Resource Conservation & Recovery Act - RCRA):

This material, when discarded or disposed of, is a characteristic hazardous waste according to Federal regulations (40 CFR 261). This material exhibits the characteristic of ignitability and is assigned the EPA Hazardous Waste Number of D001. The discarding or disposal of this material must be done at a properly permitted facility in accordance with the regulations of 40 CFR 262, 263, 264, and 268. Additionally, the discarding or disposal of this material may be further regulated by state, regional, or local regulations. Chemical additions, processing or otherwise altering this material may make the waste management information presented in this MSDS incomplete, inaccurate, or otherwise inappropriate. The transportation, storage, treatment and disposal of this waste material must be conducted in compliance with all applicable Federal, state, and local regulations.

There may be specific current regulations at the local, regional, or state level that pertain to this information. Chemical additions, processing, or otherwise altering this material may make the waste management information presented in this MSDS, incomplete, inaccurate, or otherwise inappropriate.

===== TRANSPORT INFORMATION =====

U.S. DEPARTMENT OF TRANSPORTATION (D.O.T.):

Proper Shipping Name (49 CFR 172.101): Fuel Oil (No. 2)
Hazard Class (49 CFR 172.101): 3
UN/NA Code (49 CFR 172.101): NA 1993
Packing Group (49 CFR 179.101): PG III
Bill Of Lading Desc. (49 CFR 172.101): Fuel Oil (No. 2), 3, NA 1993, PG III
Labels Required (49 CFR 172.101): Not Regulated
Placards Required (49 CFR 172.101): Combustible

INTERNATIONAL AND DOMESTIC AIR TRANSPORTATION:

IATA Proper Shipping Name: Diesel Fuel
Hazard Class: 3
Subsidiary Risk: NA
UN Code: UN 1202
Package Specification: 309, 310
Labels Required: Flammable Liquid, Orientation Arrows

INTERNATIONAL WATER TRANSPORTATION:

IMDG Proper Shipping Name: Diesel Fuel
Hazard Class: 3.3
UN Code: UN 1202
IMDG Page Number: 3375
Labels Required: Flammable Liquid
Placards Required: Flammable

CANADIAN TRANSPORTATION OF DANGEROUS GOODS (T.D.G.):

Shipping Name: Fuel Oil, No. 2
PIN (UN/NA): UN 1202
Regulated Class: 3
Division: NA
Packaging Group: PG III
Labels Required: Flammable Liquid
Placards Required: Flammable

===== REGULATORY INFORMATION =====

NOTIFICATION:

Any spill or release, or substantial threat of release, of this material to navigable water (virtually any surface water) sufficient to cause a visible sheen upon the water must be reported immediately to the National Response Center (800/424-8802), as required by U.S. Federal Law. Failure to report may result in substantial civil and criminal penalties. Also contact the Coast Guard and appropriate state and local regulatory agencies.

US EPA TOXIC SUBSTANCE CONTROL ACT (TSCA):

All components of this product are listed on the TSCA inventory.

US EPA SUPERFUND AMENDMENTS & REAUTHORIZATION ACT (SARA) TITLE III INFORMATION:

Listed below are the hazard categories for SARA Section 311/312 (40 CFR 370):

Immediate Hazard:	X
Delayed Hazard:	X
Fire Hazard:	X
Pressure Hazard:	-
Reactivity Hazard:	-

CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA):

All components of this product are listed on the Canadian DSL or NDSL inventories.

CANADIAN WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (WHMIS) CATEGORIES:
The following WHMIS categories apply to this product:

Compressed Gas:	-	Other Toxic Effects:	X
Flammable/Combustible:	X	Bio Hazardous:	-
Oxidizer:	-	Corrosive:	-
Acutely Toxic:	X	Dangerously Reactive:	-

===== OTHER INFORMATION =====

NFPA RATINGS:

Health: 0
Flammability: 2
Reactivity: 0
Special Hazards: -

HMIS RATINGS:

Health: 0
Flammability: 2
Reactivity: 0
Personal Protective Equipment: H

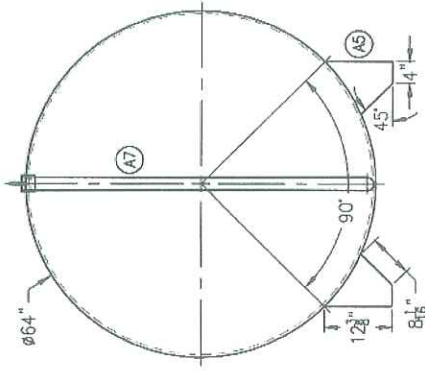
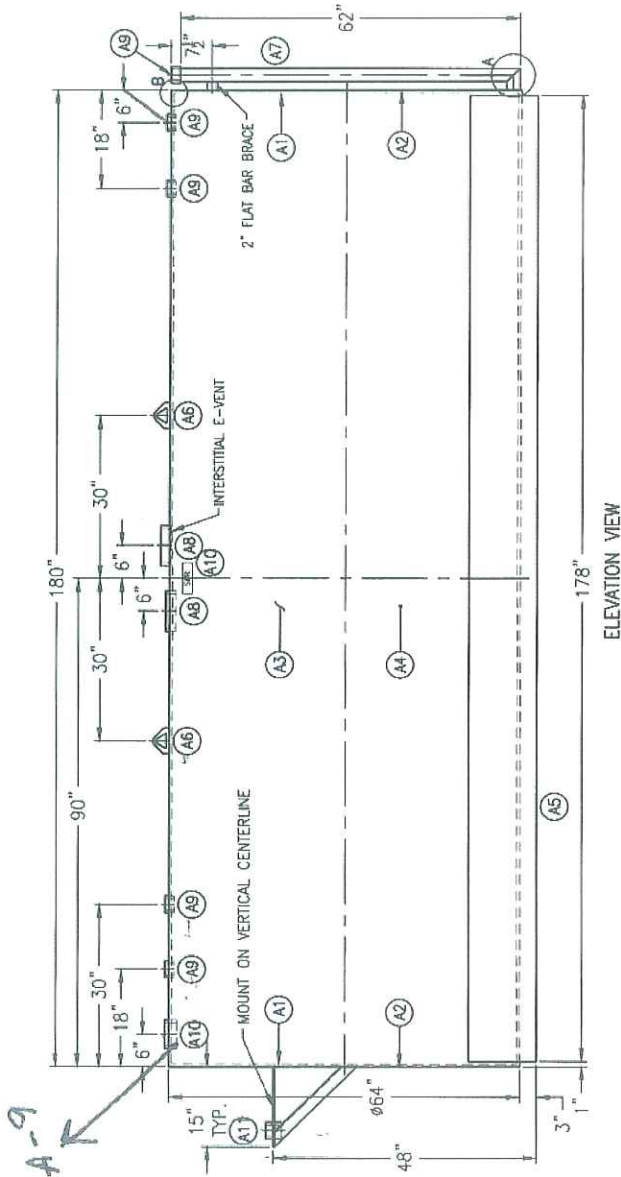
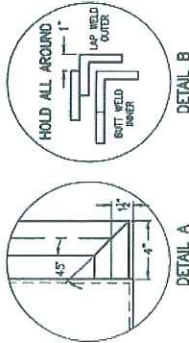
NOTICE: The information presented herein is based on data considered to be accurate as of the date of preparation of this Material Safety Data Sheet. However, no warranty or representation, express or implied, is made as to the accuracy or completeness of the foregoing data and safety information, nor is any authorization given or implied to practice any patented invention without a license. In addition, no responsibility can be assumed by vendor for any damage or injury resulting from abnormal use, from any failure to adhere to recommended practices, or from any hazards inherent in the nature of the product.

ND: No Data NA: Not Applicable *See specific note or section

FLAMESHIELD®

NOTES:

1. BUTT WELD INNER SHELL TO HEADS.
2. LAP WELD OUTER SHELL TO HEADS.
3. TEST TANK FROM UP TO 3 psi. & INTERSTITIAL SPACE UP TO 7" hg. OF VACUUM.
4. EXTERIOR GRAY PRIMED & ONE COAT OF WHITE.



END VIEW

ELEVATION VIEW

VENTING CAPACITY: 223,320 CU. FT./HR

BILL OF MATERIALS

ITEM	QTY.	DESCRIPTION
A1	2	HEAD, 7 GA. x 64" O.D. FLANGED (INNER)
A2	2	HEAD, 10 GA. x 64" I.D. FLANGED (OUTER)
A3	1	COIL, 7 GA. x 64" O.D. x 180" LONG (INNER SHELL)
A4	1	COIL, 10 GA. x 64" I.D. x 180" LONG (OUTER SHELL)
A5	2	SKIDS, 10 GA. x 3" HIGH x 178" LONG
A6	2	LIFT LUGS, SMALL
A7	1	PIPE, 62" SCH 40 x 62" LONG
A8	2	HALF COUPLING, 62" NPT (EMERGENCY VENT)
A9	5	HALF COUPLING, 62" NPT
A10	1	HALF COUPLING, 64" NPT
A9	1	PUMP PLATFORM, 15" x 15" w/ 62" FULL COUPLING
A10	1	LABELS, FLAMESHIELD SKID TANK (STI & SWRI)



Lannon Tank

C O R P O R A T I O N

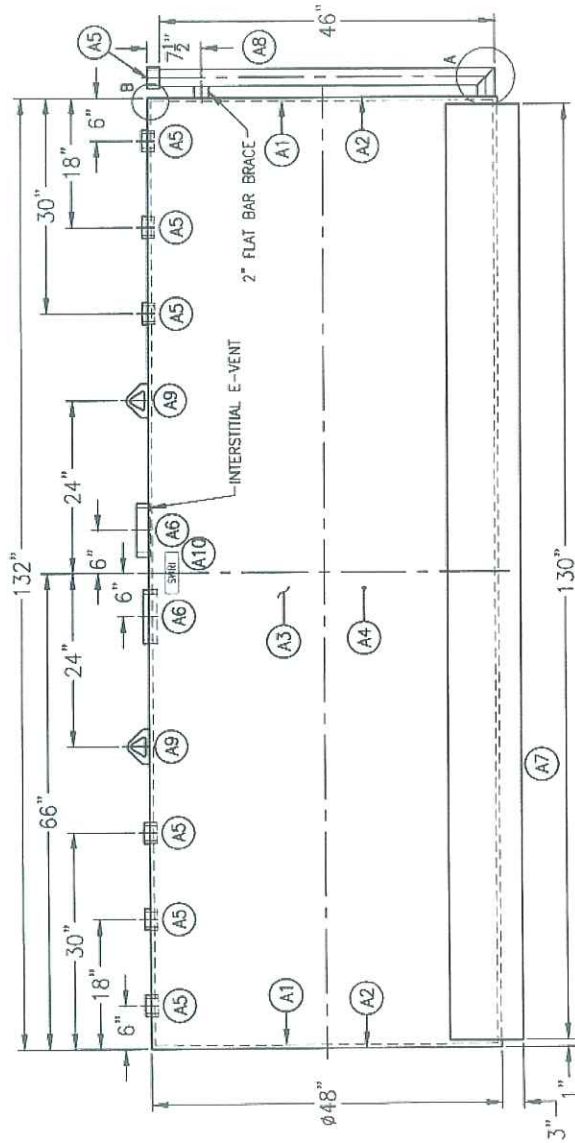
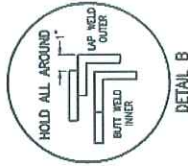
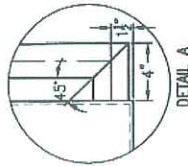
20134 Main Street
P.O. Box 516 Lannon, WI 53046
Phone: 1-800-207-7890

TITLE:		SWRI		DRN BY: DMS	
5'-4" DIA. x 15' LONG 2,500 GAL. DW SKID		PO NO: 31378		CHKD BY:	
CUSTOMER: WARREN OIL COMPANY		DATE: 05/17/12		SCALE: 1:32	
DWG NO: 2500FMS		WEIGHT: 4,809 LBS.		PAGE: 1 OF 1	
NO. DATE		REVISION		INT APP'D	
THIS DRAWING IS PROPERTY OF LANNON TANK CORP. AND MUST NOT BE COPIED, LOANED, OR DISTRIBUTED WITHOUT WRITTEN PERMISSION. PROPRIETARY - NON FOIA RELEASABLE.					

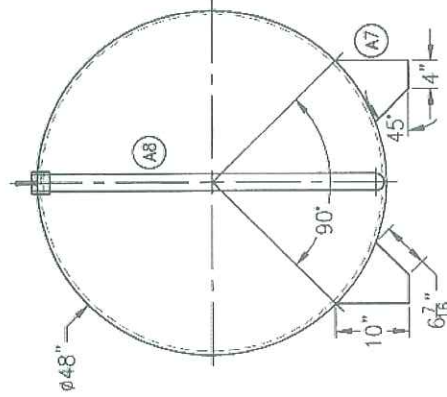
FLAMESHIELD®

NOTES:

1. BUTT WELD INNER SHELL TO HEADS.
2. LAP WELD OUTER SHELL TO HEADS.
3. TEST INNER TANK UP TO 3 PSI. & INTERSTITIAL SPACE UP TO 7" HG. OF VACUUM.
4. EXTERIOR GRAY PRIMED & ONE COAT OF WHITE.
5. INSTALL EMERGENCY VENTS PRIOR TO SHIPPING.



ELEVATION VIEW



END VIEW

VENTING CAPACITY: 129,150 CU. FT/HR

BILL OF MATERIALS

ITEM	QTY.	DESCRIPTION
A1	2	HEAD, 10 GA. x 48" O.D. FLANGED (INNER)
A2	2	HEAD, 12 GA. x 48" O.D. FLANGED (OUTER)
A3	1	COIL, 10 GA. x 48" O.D. x 132" LONG (INNER SHELL)
A4	1	COIL, 12 GA. x 48" O.D. x 132" LONG (OUTER SHELL)
A5	7	HALF COUPLING, 1/2" NPT
A6	2	HALF COUPLING, 1/2" NPT (EMERGENCY VENT)
A7	2	SKID, 12 GA. THK. x 3" HIGH x 130" LONG
A8	1	PIPE, 1/2" SCH 40 x 48" LONG
A9	2	LIFT LUGS, SMALL
A10	1	LABEL, FLAMESHIELD SKID TANK (STI & SWRI)
A11	-	-



Lannon Tank

C O R P O R A T I O N

20134 Main Street
P.O. Box 516 Lannon, WI 53046
Phone: 1-800-207-7890

2	02/09/12	REVISED PER CUSTOMER	DMS	TITLE:	SWRI	DRN BY:	DMS
1	10/15/09	REVISED PER CUSTOMER	DMS	4' DIA. x 11' 1,000 GAL. DW SKID		CHKD BY:	
NO.	DATE	REVISION	INT	APP'D	PO NO:	DATE:	07/22/09
					CUSTOMER:	SCALE:	1:24
					WARREN OIL COMPANY		
					DWG NO: 1000FMS		
					WEIGHT: 2,060 LBS.		
					PAGE: 1 OF 1		

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FLAMESHIELD®

STI STEEL TANK INSTITUTE

THE FLAMESHIELD® ABOVEGROUND STORAGE TANK IS MANUFACTURED WITH A TIGHT-WRAP DOUBLE-WALL DESIGN. STANDARD FEATURES INCLUDE 2-HOUR FIRE-TESTED PERFORMANCE, BUILT-IN SECONDARY CONTAINMENT AND INTERSTITIAL MONITORING CAPABILITY.

- 2-hour 2000° fire test, as required by Southwest Research Institute Standard SwRI 97-04, validates performance of non-insulated tanks
- Horizontal, vertical and rectangular designs available
- Primary and secondary tank can be tightness tested on site with standard testing procedures, or manufacturer may ship with vacuum in the interstice to prove integrity of both walls during installation
- Diked design also available
- Interstitial space can be monitored for leak detection
- Support designs available for all seismic zones
- Primary storage tank and secondary containment compatible with a wide range of fuels and chemicals



Economic
Fire-Tested
Design

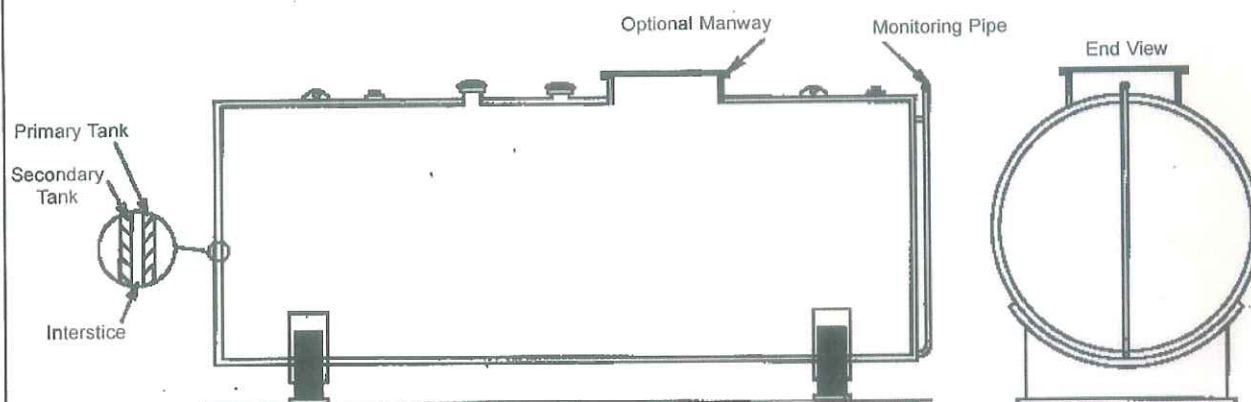


- Steel is the "green" choice - it is capable of being recycled after tank closure
- Built to nationally-recognized STI standards with strict third-party quality control inspection program
- Low cost compartments and customization
- Capacities range up to 50,000 gallons
- Available from a large network of STI licensed manufacturers

The Flameshield® is available from an extensive group of STI fabricators who participate in the Steel Tank Institute's Quality Assurance Program. Under the program, independent quality control inspectors make unannounced visits to STI members, ensuring fabrication to the highest possible standards.



Flameshield® Fire-Tested Aboveground Steel Storage Tanks



- STI Flameshield® and SwRI 97-04 labeled
- 300° or 360° outer wall for secondary containment
- Variety of UL approved supports available
- Capacities range up to 50,000 gallons
- Compatible with a wide range of fuels and chemicals
- Easily relocated

Flameshield® Guideline Specification

A) General

1. Provide Flameshield® 2-hour 2000° Fire tested double-wall aboveground storage tanks.

B) Labeling

1. Tanks shall bear the Steel Tank Institute Flameshield® identification label.
2. Aboveground tanks shall bear Southwest Research Institute 97-04 label.

C) Product Description

1. Tanks shall be manufactured in accordance with Steel Tank Institute Flameshield® Standard for Aboveground Tanks.
2. Aboveground tank primary and secondary containment (inner and outer walls) shall be manufactured in accordance with Underwriters Laboratories UL 142, Standard for Steel

Aboveground Tanks for Flammable and Combustible Liquids.

3. Integral secondary containment shall be testable and provide access for interstitial leak detection monitoring.
4. UL 142 listed supports shall be used for all horizontal, rectangular and vertical tanks. Supports are designed for seismic loading, if necessary.

D) Manufacturer

1. Manufacturer shall be a licensed member company of the Steel Tank Institute and subject to Steel Tank Institute's Quality Assurance program.

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5/06-2.5M-Item #150-50-0001

TYPE: Resolution SUBMITTED BY: Joe Caracci DATE: 6/20/2012

DESCRIPTION: Resolution authorizing the execution of a contract to Corrective Asphalt Materials (CAM) LLC for pavement preventative maintenance services in the amount of \$48,902.58.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: I & E (*unanimous approval*)

DATE: 6/19/2012

BACKGROUND: Preventative maintenance is an essential part to prolonging the life of a roadway which delays the need for more costly repairs in the future. Part of that maintenance process is the use of an asphalt rejuvenator on roads that have been newly paved (within 2-3 years). This treatment refreshes the binder layer of pavement to bring it back to a state of freshly paved asphalt which helps to delay breakdown of the asphalt which leads to costlier repairs such as resurfacing or reconstruction.

Reclamite is an emulsion made up of specific petroleum oils and resins. It is formulated to suspend life cycle of asphalt pavement by restoring and preserving the asphalt's binder. When Reclamite combines with asphalt pavement it is able to restore the pavement's original properties, hence extending the life of the pavement. By extending the life cycle of the asphalt pavement, we are ultimately delaying all other treatments and most importantly keeping a "good road good."

KEY ISSUES:

Reclamite is sold through regional distributor and thus is considered a sole source item. Corrective Asphalt Materials (CAM) LLC is the local distributor of the material. A modified request for a quote resulted in a unit price reduction from \$0.82 per SY to \$0.79 per SY. The new total cost is \$48,902.58.

ALTERNATIVES: Discretion of the Village Board

RECOMMENDATION: Staff recommends approval of the asphalt rejuvenator with CAM LLC. of Sugar Grove, IL. At their June 19, 2012 meeting the I&E Committee also recommended approval (vote 6-0) and asked staff to evaluate roadways paved between 2008 and 2010 for potential use of this application. Staff performed the analysis and determined they all could benefit from the Reclamite application. Our square yardage on the contract was increased from 14,007 SY to 61,902 SY. The updated list is as follows:

- | | |
|--|-------------------------------------|
| 1) Dennis (Jacquelyn to Jacquelyn) | 10) Grace (Pine to Green) |
| 2) Brentwood (Entire length) | 11) Mohawk (Church to Hillside) |
| 3) N. Walnut St. (Irving Park to Hillside) | 12) Rose (Pine to Green) |
| 4) Algonquin (Eastview to Mohawk) | 13) May (Pine to Green) |
| 5) Briar (Village limits to end) | 14) Pine (York to Marion) |
| 6) Donna (Ridgewood to Hawthorne) | 15) Hawthorne (Washington to Donna) |
| 7) Ellis (Wood to Grove) | 16) Wood (Church to Ellis) |
| 8) Ridgewood (Washington to Donna) | 17) York (Jefferson to Green) |
| 9) Wood (York to Grace) | |

BUDGET IMPACT: \$48,902.58 will be used toward this preventative maintenance project. Funds have been allocated in FY12 (\$100,000.00) for pavement preventative maintenance. \$30,000 is being reserved for parking lot seal coating and \$20,000 is being reserved for Pavement Patching overage.

ACTION REQUIRED: Approve a Resolution authorizing the execution of a contract to Corrective Asphalt Materials (CAM) LLC for pavement preventative maintenance services in the amount of \$48,902.58.

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT TO
CORRECTIVE ASPHALT MATERIALS (CAM) LLC FOR
PAVEMENT PREVENTATIVE MAINTENANCE SERVICES
IN THE AMOUNT OF \$48,902.58.**

WHEREAS the Village of Bensenville, in an effort to preserve its infrastructure, and maintain beautiful roadways for all those who pass through our Village performs preventative maintenance to achieve these goals, and

WHEREAS Corrective Asphalt Materials (CAM) LLC is the sole source provider of Reclamite for the Midwest Region, and

WHEREAS CAM provided a quotation for supplying and applying the material.

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 CAM LLC of Sugar Grove, IL for pavement preventative maintenance services in the amount of \$48,902.58 as part of our 2012 Pavement Maintenance Program.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Susan Janowiak
Village Clerk

AYES: _____

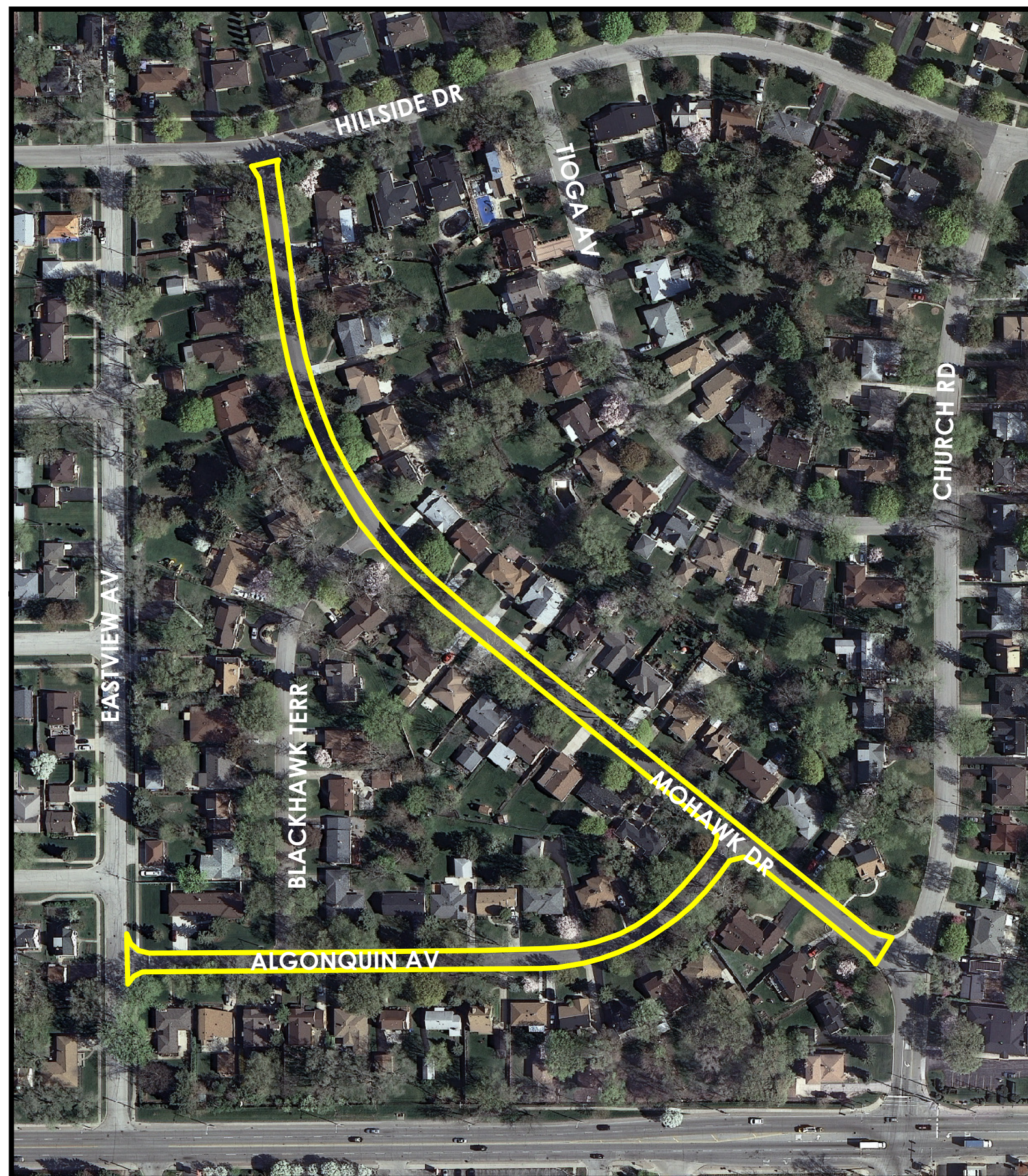
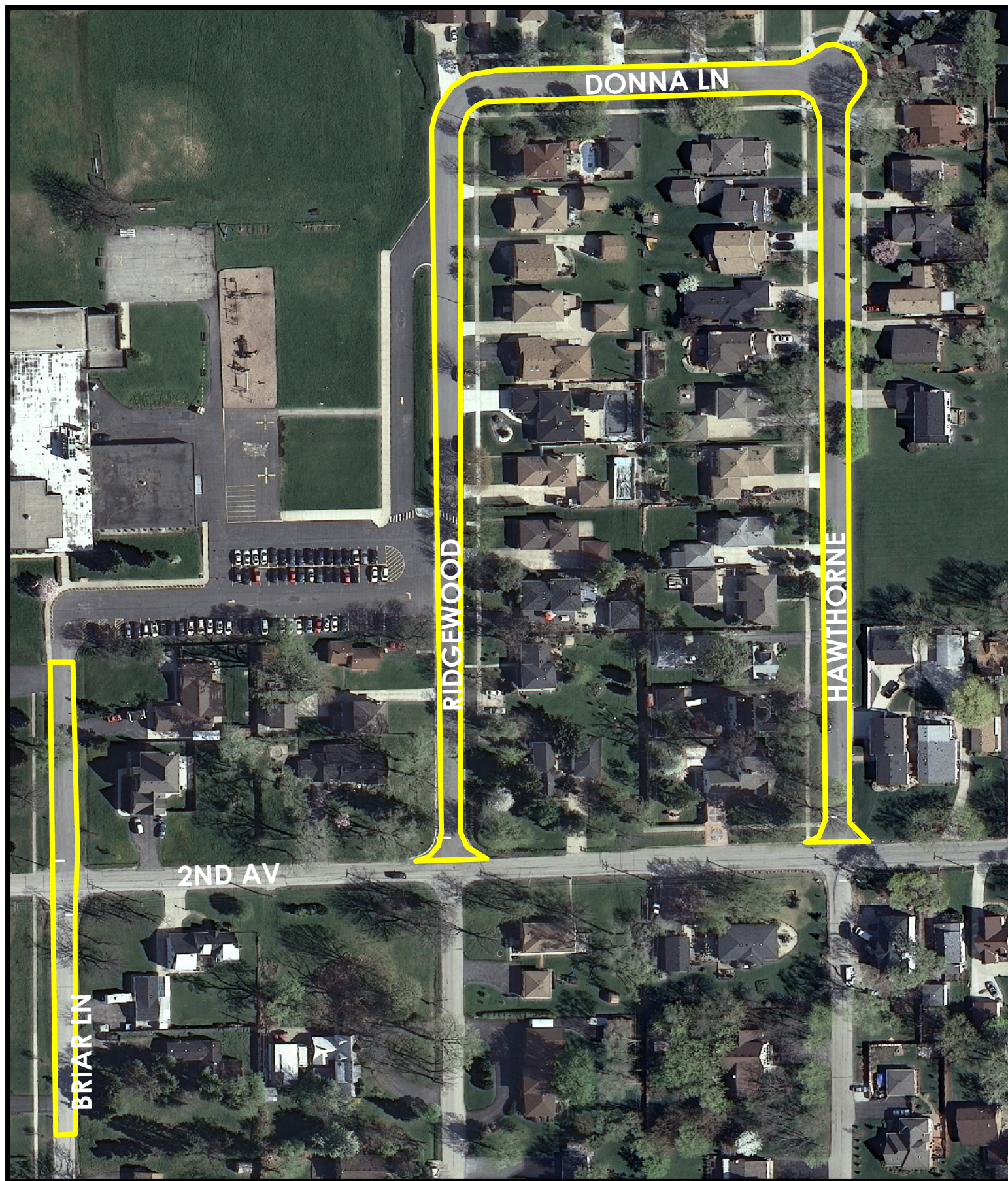
NAYS: _____

ABSENT: _____



Village of Bensenville

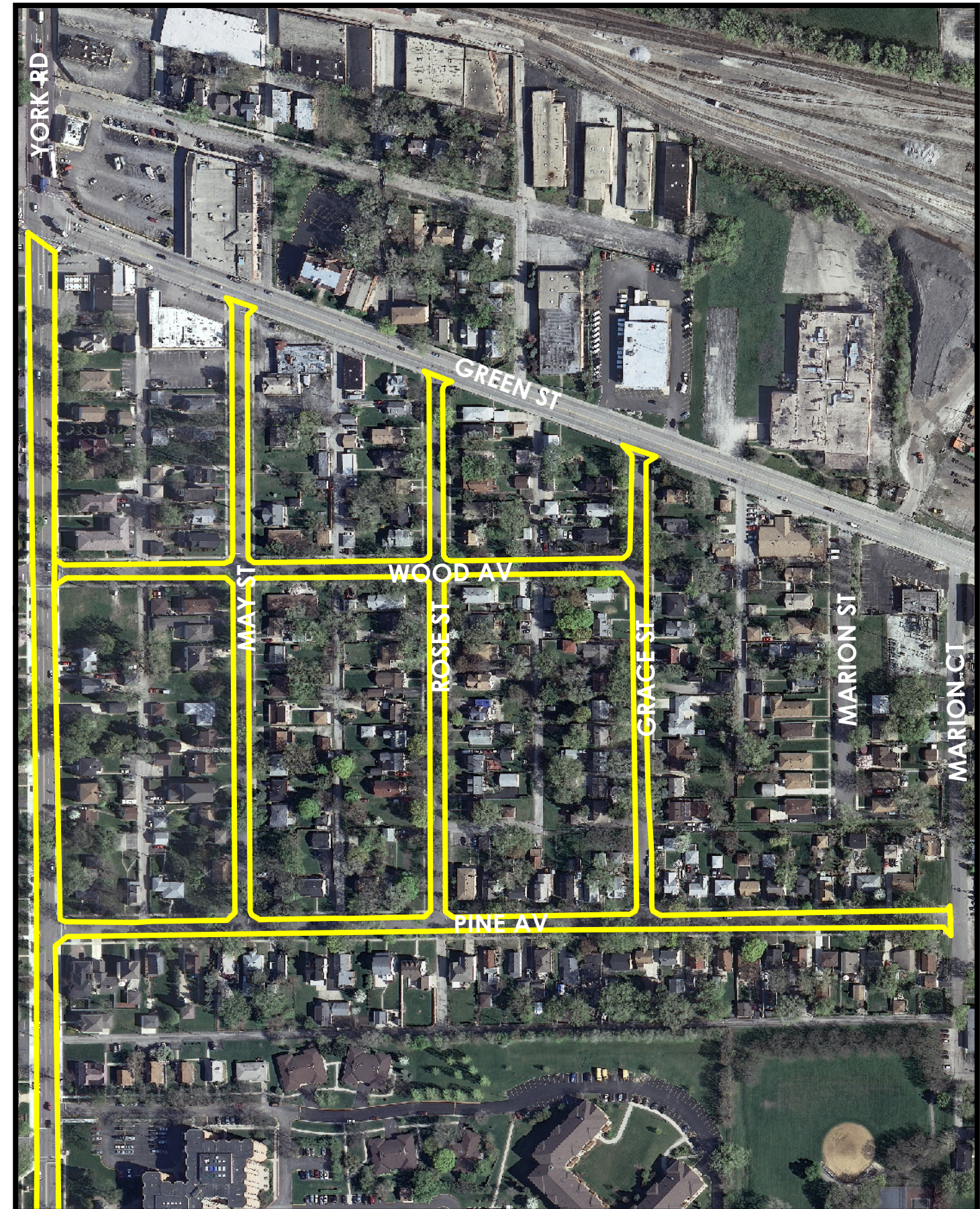
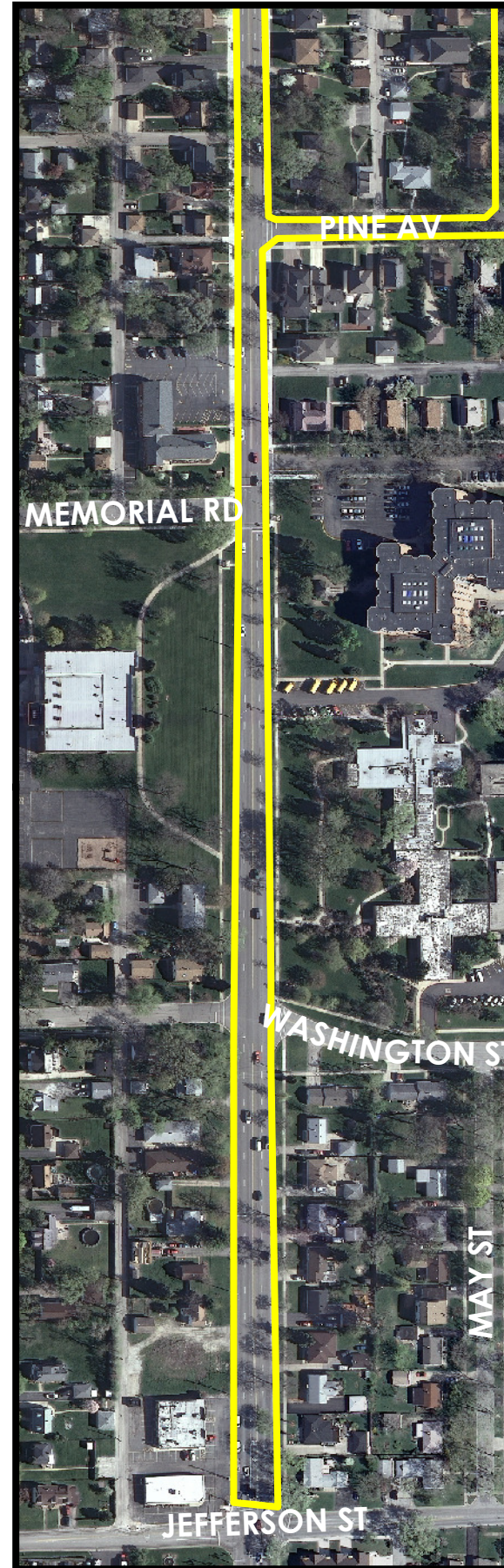
2012 Pavement Preventative Maintenance Program





Village of Bensenville

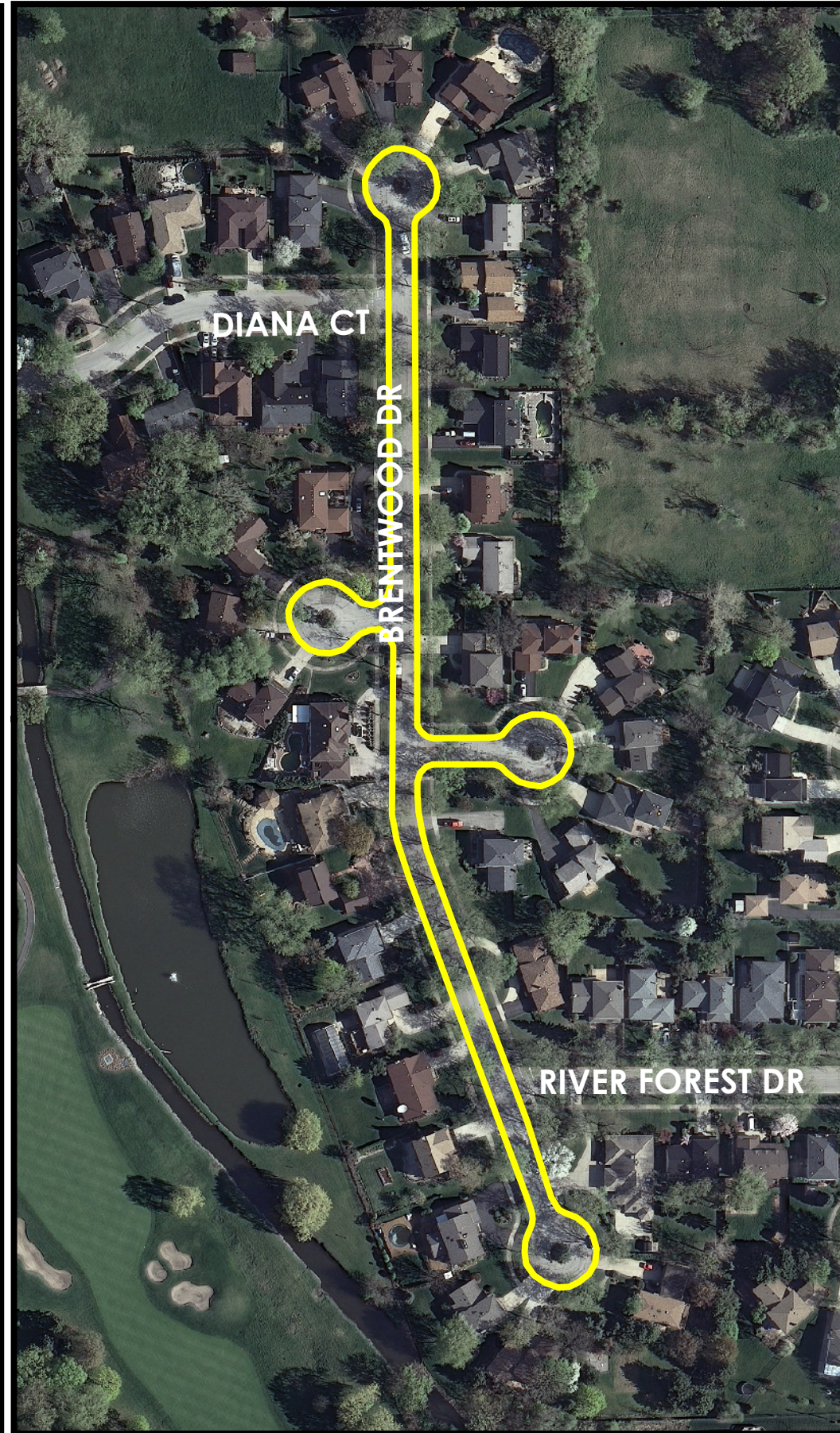
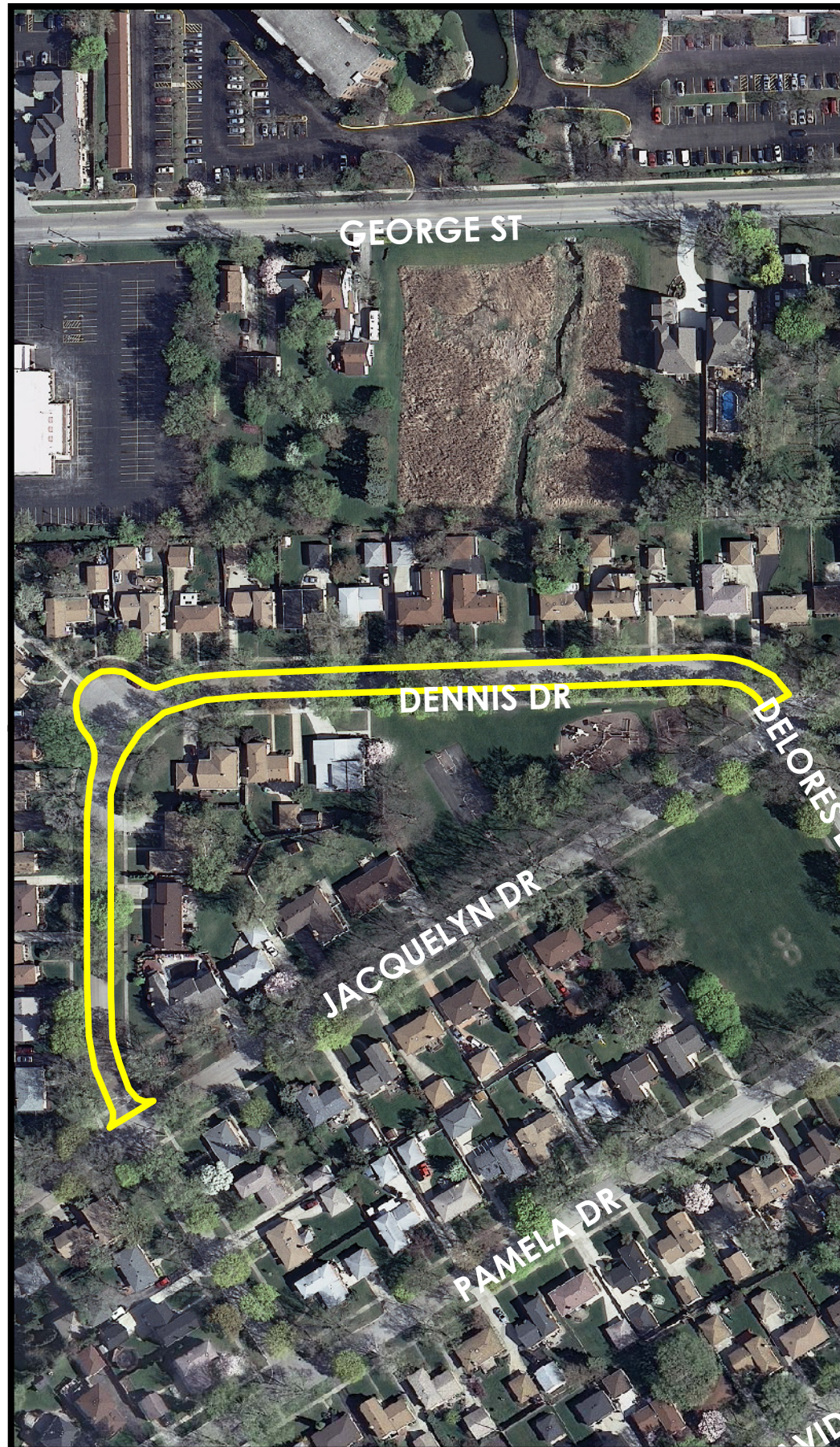
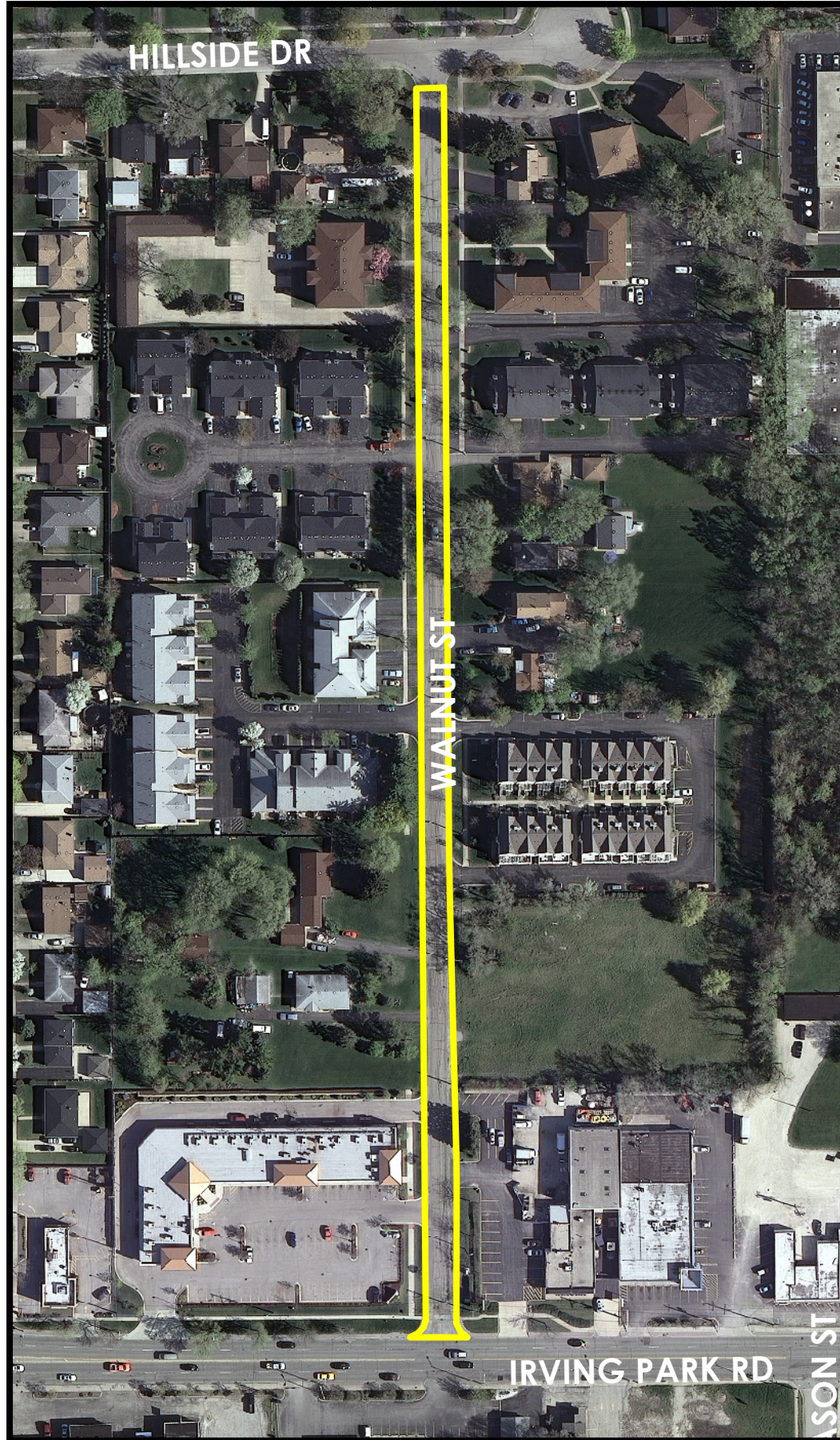
2012 Pavement Preventative Maintenance Program





Village of Bensenville

2012 Pavement Preventative Maintenance Program



RECLAMITE

Asphalt pavement rejuvenating agent



WHAT IS RECLAMITE® PRESERVATIVE SEAL?

Reclamite® is an emulsion of specific petroleum oils and resins designed to penetrate dry and weathered asphalt pavements. Reclamite® penetrates seeking the asphalt in the pavement in preference to the aggregate. The result is that Reclamite® combines with the asphalt so as to restore its original desirable properties. In some cases the asphalt is improved over the original because of the superior quality of the added components.

Reclamite® stops pavement deterioration where it begins, at the top. The light components or fractions in the asphalt binder referred to as maltenes oxidize from the binder causing asphalt to become dry and brittle. The resulting loss of aggregate, cracking and moisture intrusion furthers pavement deterioration that will eventually without

intervention, lead to total pavement failure.

Pavements exhibiting early signs of aging (hairline cracking, raveling, segregation, pitting, dryness) as well as new asphalt pavement are excellent candidates for Reclamite® Preservative Seal treatment. Reclamite® increases penetration values and reduces viscosity values. Reclamite® seals out moisture, restores the asphaltene/maltene balance. Reclamite® having natural solvency ability because of its naphthenic base, fluxes with the asphalt restoring the aggregate/asphalt bond.

Reclamite® Preservative Seal will preserve an asphalt pavement at one-half to one-third the cost of other conventional treatments.





HOW RECLAMITE® PRESERVATIVE SEAL EXTENDS PAVEMENT LIFE.

Reclamite® has been used successfully for over 40 years. Whether you are dealing with asphalt pavement in the hot, dry southwest United States, humid southern and southeast states or the damp and colder climates experienced in northern climates and Canada, application results are similar; improved durability of the asphalt, (durability being the interdependence between composition and aging), re-balancing the chemistry of the oxidized pavement, ability to delay the aging process and reverse premature aging.

Reclamite® Preservative Seal provides a simple, one step method for sealing and waterproofing the asphalt. It is effective for extending the life of newly constructed pavement.

Reclamite® delays the aging process by replenishing the maltenes and re-constituting the binder. Aged asphalt can be restored to a new and highly durable mix, virtually equal to or better than the original consistency.

Asphalt consists of five basic components: asphaltenes, polar compounds, first acidaffins, second acidaffins and saturated hydrocarbons. The later four are referred to as maltene fractions. These components in asphalt are subject to weathering and oxidation.

Components of Asphalt



Reclamite® is an emulsion manufactured from a naphthenic crude stock. Naphthenic base is wax free, has a natural low pour point and has excellent natural solvency ability allowing it to penetrate and absorb.

Reclamite® is spray applied. The emulsion is diluted 2:1 (product to water) or 1:1 with water. Application rates are measured in square yards or meters and vary according to pavement absorption and application needs. Normal treatment can provide 5-7 years additional service life. A second application can be considered at that time.

Your Reclamite Representative:



P.O. Box 5877, Bakersfield, CA 93388-5877
Phone 661.393.7110 ext. 107
www.reclamite.com



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Proposal		Date: 6/21//2012
Proposal Submitted to: Village of Bensenville	Work to be performed at: Bensenville, IL	
Attn: Joe Caracci/Ken Rubach	Street: various	
Address: 717 E. Jefferson Street	City/State: Bensenville, IL	
City/State/Zip: Bensenville, IL 60106		
Telephone: (630)350-3435		
Fax: (630)594-1148		

Thank you for the opportunity to offer this proposal.

CAM, LLC will furnish and apply Reclamite® Asphalt Rejuvenating Agent to approximately 61,902 square yards of asphalt pavement in the Village of Bensenville

CAM's responsibilities include:

- Furnish and apply Reclamite
- Distribute resident notifications
- Furnish and apply limestone screenings as field conditions require
- Traffic control & road signs
- Post street sweeping
- Attend to all issues that may arise from our work

UNIT COST - \$0.79

TOTAL COST - \$48,902.58

Payment: Net 30 Days

Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work will be taken out by **CAM, LLC**.

Respectfully submitted: CAM, LLC

Per: _____

Note: This proposal may be withdrawn by CAM, LLC if not accepted within 60 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date Accepted: _____

Signature: _____

43W.630 Wheeler Drive • Sugar Grove, IL 60554
Rachel (630) 631-2854 • Fax (630) 466-0522 www.cammidwest.com

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 06/20/2012

DESCRIPTION: Resolution to approve Change Order No. 1 on the Jefferson Street Water Main – Phase I Project with Stark and Son Trenching for an increase of \$122,486

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: **I & E (As submitted, consensus to include on 6/26 standing committee)** **DATE:** **6/19/2012**

BACKGROUND: The Jefferson Street Corridor Water Main Replacement Project has begun in earnest. The project is going smoothly at this point and the contractor is making great progress toward a pre-Labor Day completion.

Concurrent with our project, School District #2 is progressing with the new Tioga school expansion project. As part of the school project, two new fire hydrants on the south side of the school property near Center and Addison were required. During the review process, staff approved the connection of these hydrants to an old six inch (6") cast iron water main located in a utility easement along the side yards at the dead ends. This six inch line has been giving the Village problems recently and is now in a state that we do not feel confident in the connection to this system. Also, as part of our ongoing efforts to reduce water loss, we are focusing on the elimination of private hydrants.

Part of the long term goals of the Village is to replace water mains north of Washington Street. After the three year Jefferson Project is complete, this area will be targeted for similar upgrades. Staff asked the design engineer (Trotter and Associates) to perform a design for extending an eight inch (8") water main on Center and Addison. This add-on project was submitted and received approval from IEPA.

KEY ISSUES: The cost associated with the two extensions, utilizing unit process on the Jefferson Water main Project contract totals \$122,486. The added scope will include the two new fire hydrants at the ends of the dead end streets, 400 feet of new 8" PVC water main along Center and Addison, new services from the main to a new b-box for 12 homes, roadway patching and all appurtenances. The school district has agreed in principle to reimburse the Village costs to satisfy their requirements. We are currently working on the final reimbursable amount. Per our discussions at the I&E Committee, alternate methods of payment including potential storm water storage or storm water improvements in the area will be discussed with the School District.

Attached to this Green Sheet are the cost estimate for the work, a location map, and the design sheets required to complete the work. The contractor (Stark and Sons Trenching) has indicated their willingness to perform this work as part of the project. Work is anticipated to begin in Mid-July and expected to be completed prior to Labor Day.

ALTERNATIVES: Discretion of the Village Board

RECOMMENDATION: Staff recommends approval of Change Order No. 1

BUDGET IMPACT: Change order of \$122,486 for a total contract amount of \$990,704. Funding will come from the Capital – Utilities Fund. \$1,260,000 was funded for the project. Sufficient funds are available in the project due to better than expected bidding.

ACTION REQUIRED: A motion to approve a Resolution authorizing the approval of Change Order No. 1 to Stark and Sons Trenching in the amount of \$122,486 for a revised contract cost of \$990,704 associated with the Northern Business District Reconstruction Project.

RESOLUTION NO. _____

**A RESOLUTION CONCERNING THE DETERMINATION OF
THE BENSENVILLE VILLAGE BOARD THAT CHANGE ORDER
NUMBER ONE WITH STARK AND SON TRENCHING
FOR AN INCREASE OF \$122,486 IS REQUIRED FOR THE
JEFFERSON STREET CORRIDOR WATER MAIN REPLACEMENT– PHASE I
FOR A REVISED CONTRACT COST OF \$990,704**

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, and to deduct monies for various violations and Village costs;

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: Jefferson Street Corridor Water Main Replacement Project – Phase I, Stark and Son Trenching. The nature of Change Order Number One and the amount of change is as follows – the addition of two new segments of water main installation along Center Street (Washington Street to dead end) and Addison Street (Washington Street to dead end). The above changes resulted in a net cost increase of one hundred twenty-two thousand four hundred eighty-six dollars (\$122,486), for a revised contract price of nine hundred ninety thousand seven hundred four dollars (\$990,704) 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, _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Susan Janowiak
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



Village of Bensenville

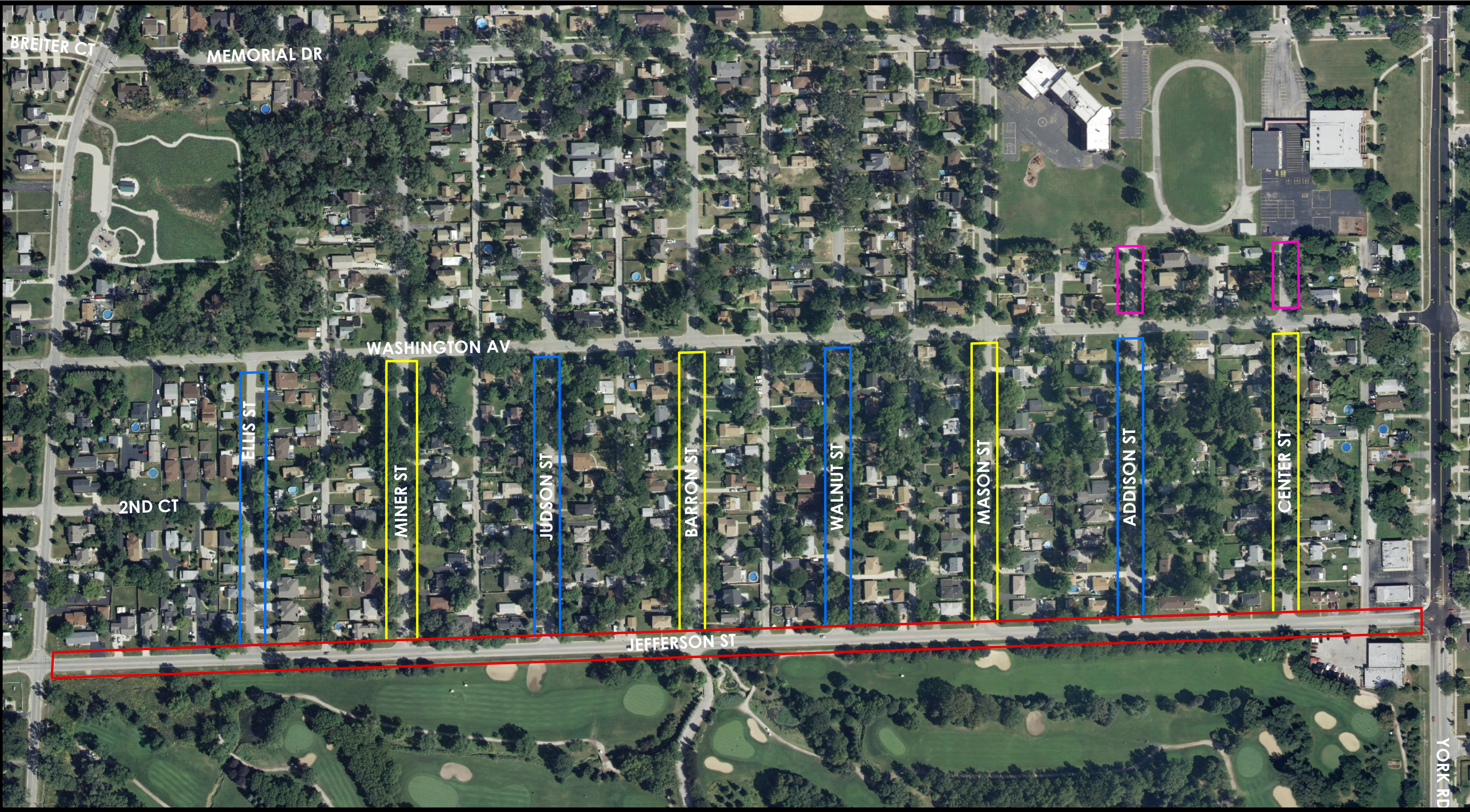
Jefferson St. Water Main Project Phases

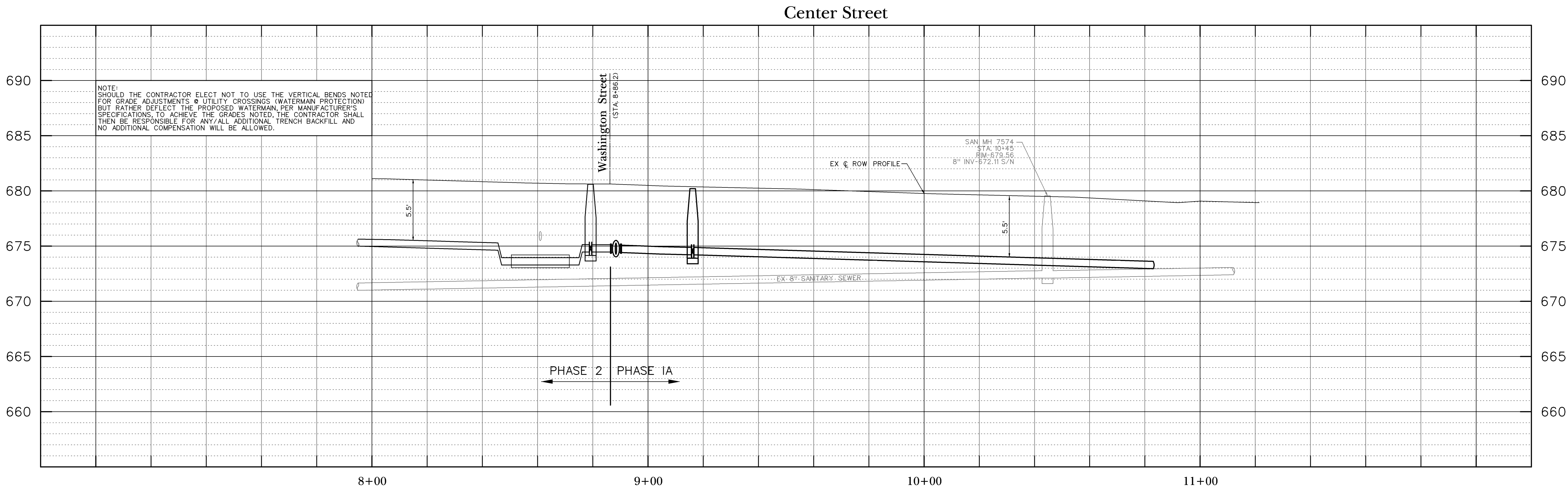
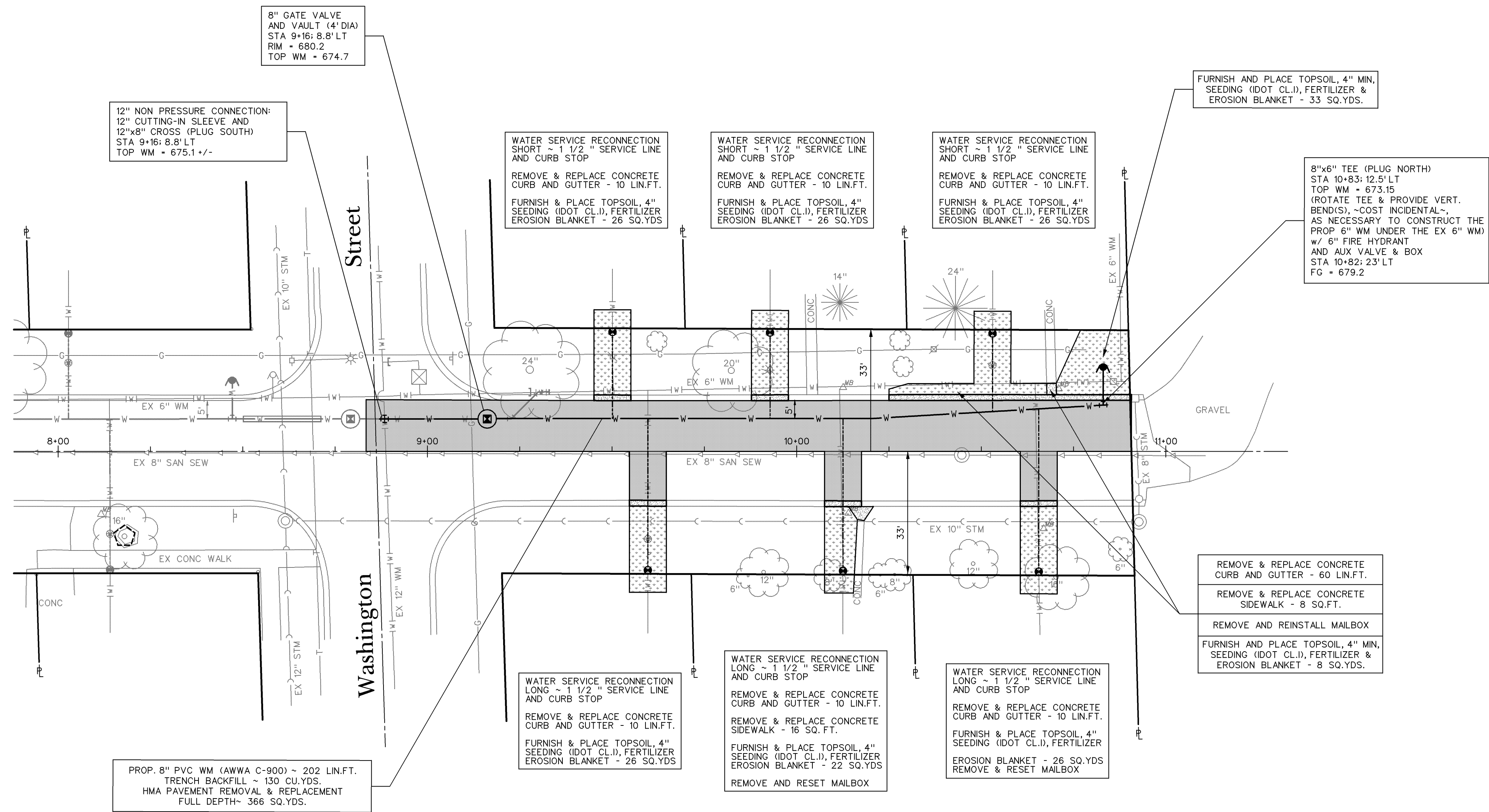
Phase I Change Order #1

Phase I

Phase II

Phase III





DATE		REVISIONS		ISSUE		PROJECT STAFF	
						PROJECT MANAGER	MARK D. ROTHMAN, P.E.
						ENGINEER	MARK D. ROTHMAN, P.E.
						ENGINEER	MARK D. ROTHMAN, P.E.
						TECHNICIAN	MARTY DOPPE
						TECHNICIAN	MARTY DOPPE
						TECHNICIAN	MIKE JAVISON
						TECHNICIAN	MIKE JAVISON

TROTTER
Associates and Surveyors

400/201 Waco Road • St. Charles, IL 60175
630-587-0470 • Fax: 630-587-0475

Jefferson Street Corridor Watermain Replacement - Phase 1A
Center Street - Sta. 8+80 to Sta. 11+00
Village of Bensenville, DuPage County, Illinois

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THIS DRAWING SHALL NOT BE USED,
REPRODUCED, MODIFIED OR SOLD
EITHER WHOLLY OR IN PART,
EXCEPT WHEN AUTHORIZED IN
WRITING BY THE ENGINEER.
TROTTER AND ASSOCIATES, INC.
Project No.: BEN001
Base File: BASE.DGN
Sheet File: C.2 CENTER.DGN
Issue Date: MAY 4, 2012
Scale: HORIZ. 1"=20'
VERT. 1"=5'
Sheet Number
C.2

**Jefferson Street Corridor Watermain Replacement
Phase 1A
Center Street & Addison Street Extensions**

ENGINEER'S ESTIMATE

Unit #	Item Description	Total	Unit	Unit Price	Extended Cost
Pipe					
1	Prop. 6" PVC WM (AWWA C-900)		LF	\$ 37.00	\$ -
2	Prop. 8" PVC WM (AWWA C-900)	408	LF	\$ 40.00	\$ 16,320.00
3	Prop. 12" PVC WM (AWWA C-900)		LF	\$ 52.00	\$ -
4	Water Service Reconnection Short - 1 1/2" Service Line and Curb Stop	6	EA	\$ 1,410.00	\$ 8,460.00
5	Water Service Reconnection Long - 1 1/2" Service Line and Curb Stop	6	EA	\$ 2,900.00	\$ 17,400.00
6	Remove Existing Valve Box		EA	\$ 150.00	\$ -
7	Remove Existing Valve Vault		EA	\$ 350.00	\$ -
8	Abandon Existing Watermain		LS	\$ 15,000.00	\$ -
9	8" PVC (AWWA C-900) Sanitary Sewer		LF	\$ 40.00	\$ -
10	Remove 8" Sanitary Sewer		LF	\$ 10.00	\$ -
11	Watermain Testing/ Chlorination	1	LS	\$ 8,500.00	\$ 8,500.00
12	12" 45° Bend		EA	\$ 545.00	\$ -
13	12" 22 1/2° Bend		EA	\$ 495.00	\$ -
14	12" 11 1/4° Bend		EA	\$ 490.00	\$ -
15	6" 45° Bend		EA	\$ 180.00	\$ -
16	6" 22 1/2° Bend		EA	\$ 175.00	\$ -
17	8" 45° Bend		EA	\$ 255.00	\$ -
18	Miscellaneous Fittings		LS	\$ 11,000.00	\$ -
19	12" Cutting-In Sleeve		EA	\$ 1,160.00	\$ -
20	8" Cutting-In Sleeve		EA	\$ 708.00	\$ -
21	6" Cutting-In Sleeve		EA	\$ 550.00	\$ -
22	12" Non-Pressure Connection	2	EA	\$ 2,450.00	\$ 4,900.00
23	8" Non-Pressure Connection		EA	\$ 1,200.00	\$ -
24	6" Non-Pressure Connection		EA	\$ 1,100.00	\$ -
25	12"x12" Cross		EA	\$ 1,080.00	\$ -
26	12"x8" Tee		EA	\$ 700.00	\$ -
27	12"x6" Tee		EA	\$ 650.00	\$ -
28	12" x 6" Cross		EA	\$ 750.00	\$ -
29	8"x12" Reducer		EA	\$ 350.00	\$ -
30	Non-Pressure Connection 8"x8" Tee		EA	\$ 1,030.00	\$ -
31	8"x6" Tee	2	EA	\$ 370.00	\$ 740.00
32	8" Watermain Plug		EA	\$ 130.00	\$ -
33	Temporary Plug for Main Testing		EA	\$ 130.00	\$ -
34	6" Fire Hydrant and Aux Valve & Box	2	EA	\$ 3,950.00	\$ 7,900.00
35	Remove Existing Hydrant		EA	\$ 610.00	\$ -
36	Remove Ex 6" Watermain		LF	\$ 10.00	\$ -
37	6" Gate Valve and Vault (4' Dia)		EA	\$ 2,500.00	\$ -
38	8" Gate Valve and Vault (4' Dia)	2	EA	\$ 3,310.00	\$ 6,620.00

39	12" Gate Valve and Vault (5' Dia)		EA	\$ 4,765.00	\$ -
40	12" Watermain Protection		LF	\$ 70.00	\$ -
41	8" Watermain Protection		LF	\$ 59.00	\$ -
42	Water Service Protection		LF	\$ 55.00	\$ -
43	Trench Backfill	285	CY	\$ 27.00	\$ 7,695.00
44	Furnish and Place Topsoil, 4", Seeding IDOT Class I and Excelsior Blanket	361	SY	\$ 10.00	\$ 3,610.00
45	HMA Pavement Removal & Replacement Full Depth (Heavy Duty)		SY	\$ 67.00	\$ -
46	HMA Pavement Removal & Replacement Full Depth	749	SY	\$ 40.00	\$ 29,960.00
47	Remove & Replace Concrete Driveway		SY	\$ 71.00	\$ -
48	Remove & Replace Concrete Curb and Gutter	190	LF	\$ 45.00	\$ 8,550.00
49	Remove & Reset Street Sign		EA	\$ 100.00	\$ -
50	Remove & Reset Ex Mailbox	5	EA	\$ 250.00	\$ 1,250.00
51	Remove and Replace Landscape Timbers & Wood Fence		LF	\$ 100.00	\$ -
52	Remove and Reinstall Landscape Block Planter Wall		LF	\$ 100.00	\$ -
53	Tree Protection		EA	\$ 50.00	\$ -
54	Protection for Ex Bushes		EA	\$ 200.00	\$ -
55	Exploratory Trenching		LS	\$ 5,000.00	\$ -
56	Traffic Control		LS	\$ 8,500.00	\$ -
57	Remove & Replace Concrete Sidewalk	11.61111	SY	\$ 50.00	\$ 580.56
					\$ -
					\$ -
					\$ -
					\$ -
Total Cost					\$ 122,485.56

Notes: * No additional Traffic Control needed

* Testing/Chlorinating Water Main (Item #11) to include both streets, Qty = 1 LS

* R&R Concrete Sidewalk to be added to items, estimated at \$50/SY

VILLAGE OF BENSENVILLE

TYPE: Resolution **SUBMITTED BY:** Tim Sloth **DATE:** June 20, 2012

DESCRIPTION: Resolution receiving and placing on file the audited Comprehensive Annual Financial Report, Single Audit Report and Management Letter for Fiscal Year End December 31, 2011.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

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

COMMITTEE ACTION: Passed AFL 5-0

DATE: 6/19/2012

BACKGROUND: The Village of Bensenville is required by the State of Illinois to cause an audit of its financial statements to be made by an independent auditor following the close of each fiscal year. This year's independent audit was completed by Crowe Horwath LLP. Staff is currently working with the auditors to finalize the Comprehensive Annual Financial Report (CAFR) for 2011 and at this time the auditors have not released the final draft of the CAFR. They are still finalizing the document and will have it available to the Board by Friday. The Village was also required to have a "single audit" performed as it received more than \$500,000 in Federal grants during the fiscal year.

The CAFR is summarized in the four parts described below:

Transmittal Letter: This letter serves as the official transmittal of the report to the Village Board and its citizens. Its purpose is to provide a broader and more subjective overview of factors impacting the community, supporting but not reproducing the information included in the Management's Discussion and Analysis addressed below.

Independent Auditor's Report: This is the report from the independent auditors who have been charged with the responsibility to review the municipality's financial data which identifies the scope of their review and their findings as to whether the municipality's financial data is fairly presented.

Management's Discussion and Analysis (MD&A): The purpose of the MD&A is to introduce users to basic financial statements with a narrative, introduction, overview and analysis of those statements. The MD&A is required supplemental information and as such may address only the specific topics identified by GAAP (Generally Accepted Accounting Principles). The Transmittal Letter is used to address topics not identified by GAAP for inclusion within the MD&A.

Basic Financial Statements: This section includes both the Government-Wide and Fund Financial Statements and the accompanying notes.

KEY ISSUES: At this time reports are still being finalized.

ALTERNATIVES: Board discretion

RECOMMENDATION: Staff recommends approval of a Resolution accepting and placing on file the Comprehensive Annual Financial Report for Year End December 31, 2011.

BUDGET IMPACT: N/A

ACTION REQUIRED: Approve the resolution receiving and placing on file the audited financial statements and management letter for Fiscal Year 2011.

RESOLUTION NO. _____

**A RESOLUTION RECEIVING AND PLACING ON FILE THE
VILLAGE OF BENSENVILLE COMPREHENSIVE
ANNUAL FINANCIAL REPORT, SINGLE AUDIT REPORT
AND MANAGEMENT LETTER
FOR FISCAL YEAR END DECEMBER 31, 2011.**

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 required under the Illinois Municipal Auditing Law (65 ILCS 5/8-8-1 *et seq.*) to cause an audit of the funds and accounts of the municipality to be made by an accountant; and

WHEREAS, the Village received more than \$500,000 in Federal grant funding necessitating a Single Audit; and

WHEREAS, the accounting firm of Crowe Horwath, LLP has been retained by the Village to conduct this audit of the financial statements for the Village for the year ended December 31, 2011; and

WHEREAS, Crowe Horwath LLP has completed this audit of the financial statements for the Village for the year ended December 31, 2011 and has submitted to the Village its Independent Auditor's Report.

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: That the Comprehensive Annual Financial Report and Management Letter for Fiscal Year Ended December 31, 2011 is hereby received and placed on file.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 26th day of June, 2012.

APPROVED:

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

Ayes: _____

Nays: _____

Absent: _____

TYPE: Resolution **SUBMITTED BY:** Dan Di Santo **DATE:** June 21, 2012

DESCRIPTION: Information Technology Services:

1. Resolution Approving the Engagement of PC Discovery for Information Technology Support and Operations Services for an amount not to exceed \$80,708.29; and
2. Resolution Approving the Engagement of the Baecore Group Inc. for Technology Officer Services for an amount not to exceed \$50,000.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Presented as a Technology Standing
Committee Item due to Prescient contract expiration on July 24, 2012 **DATE:** N/A

BACKGROUND: The Village of Bensenville's current IT services contract with Prescient Solutions expires on July 24, 2012. Rather than renewing outright, the Village has been pursuing opportunities to reduce the cost of our IT annual contract, which is currently \$169,050, while still maintaining excellent service. A Prescient employee is available onsite 5 days/week and they can be contacted 24/7 under the current contract. This level of support has not been reduced since August 2009 when Prescient was initially engaged with the Village. Since that time Prescient has vastly improved the Village IT functionality and we believe we are now at a 'steady-state' and can operate effectively with a less intense level of service. As such, we have reviewed several options for IT services beyond July 24, 2012.

KEY ISSUES: The Village first discussed a reduced contract with Prescient Solutions. Prescient proposed an onsite helpdesk employee for 3 days/week at \$106,080/year and Technology Officer Services charged at \$150/hour. Next we interviewed the IT firm Excalibur Technology, who proposed an annual network support cost of \$235,790 with an onsite employee for less than 10 hours/week and no Technology Officer function. None of these options met our cost reduction goals or Technology Officer level of service needs. The importance of the Technology Officer function is underscored by the several major IT projects the Village has budgeted this year and beyond including conversion to a VoIP phone system, the need for new inter-facility data connections, and a security system upgrade.

Next we requested a proposal from Baecore Group, who currently manages the Village's MUNIS system and process improvement initiatives. Baecore partnered with IT firm PC Discovery and presented a proposal of \$74,500/year for network support (PC Discovery), including 3 days/week onsite and 24/7 support, and \$46,153.85/year for Technology Officer functions (Baecore). This proposal is \$48,716.71 lower than the current Prescient contract on an annual basis and provides a set fee for year round Technology Officer functions. This proposal leverages our current relationship with Baecore and saves the Village considerable costs while maintaining high service levels. The proposed contracts would expire in 2013 to allow the Village to assess the new structure and determine how to proceed as opposed to signing a long-term contract at this point.

ALTERNATIVES:

- Discretion of the Board

RECOMMENDATION: Staff recommends engagement of PC Discovery for IT support and operations and Baecore Group for Technology Officer functions.

BUDGET IMPACT: Total 13 month contract amount of \$130,708.29 (\$80,708.29 for PC Discovery and \$50,000 for Baecore). The contract is for 13 months to account for the transition from Prescient. This equates to a 12 month rate of \$120,333.29, nearly a \$50,000 reduction from the current IT budget of \$169,050.

ACTION REQUIRED: Pass the Resolutions approving the engagement of Baecore Group Inc. and PC Discovery for IT Services.

RESOLUTION NO.

**A RESOLUTION APPROVING THE ENGAGEMENT OF
PC DISCOVERY FOR INFORMATION TECHNOLOGY SUPPORT AND
OPERATIONS SERVICES**

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

WHEREAS, the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers; and

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

WHEREAS, in July 24, 2012, the VILLAGE’s contract with Prescient Solutions for Information Technology services expires; and

WHEREAS, the VILLAGE determined that it was reasonable, necessary, and desirable to engage PC Discovery for Information Technology Support and Operation Services as outlined in their proposal, which is attached hereto as Exhibit “A” and incorporated herein by reference.

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 as if fully set forth.

SECTION TWO: The engagement of PC Discovery to provide Information Technology Support and Operations Services for the period and at the prices set out in the Proposal is hereby approved.

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest to, the Proposal attached hereto and incorporated herein by reference as Exhibit “A,” with such

additions and revisions thereto as the Village Attorney shall require.

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 26th day of June, 2012.

APPROVED:

Frank Soto, Village President

ATTEST:

Village Clerk

Ayes: _____

Nays: _____

Absent: _____

Proposal

1. Summary

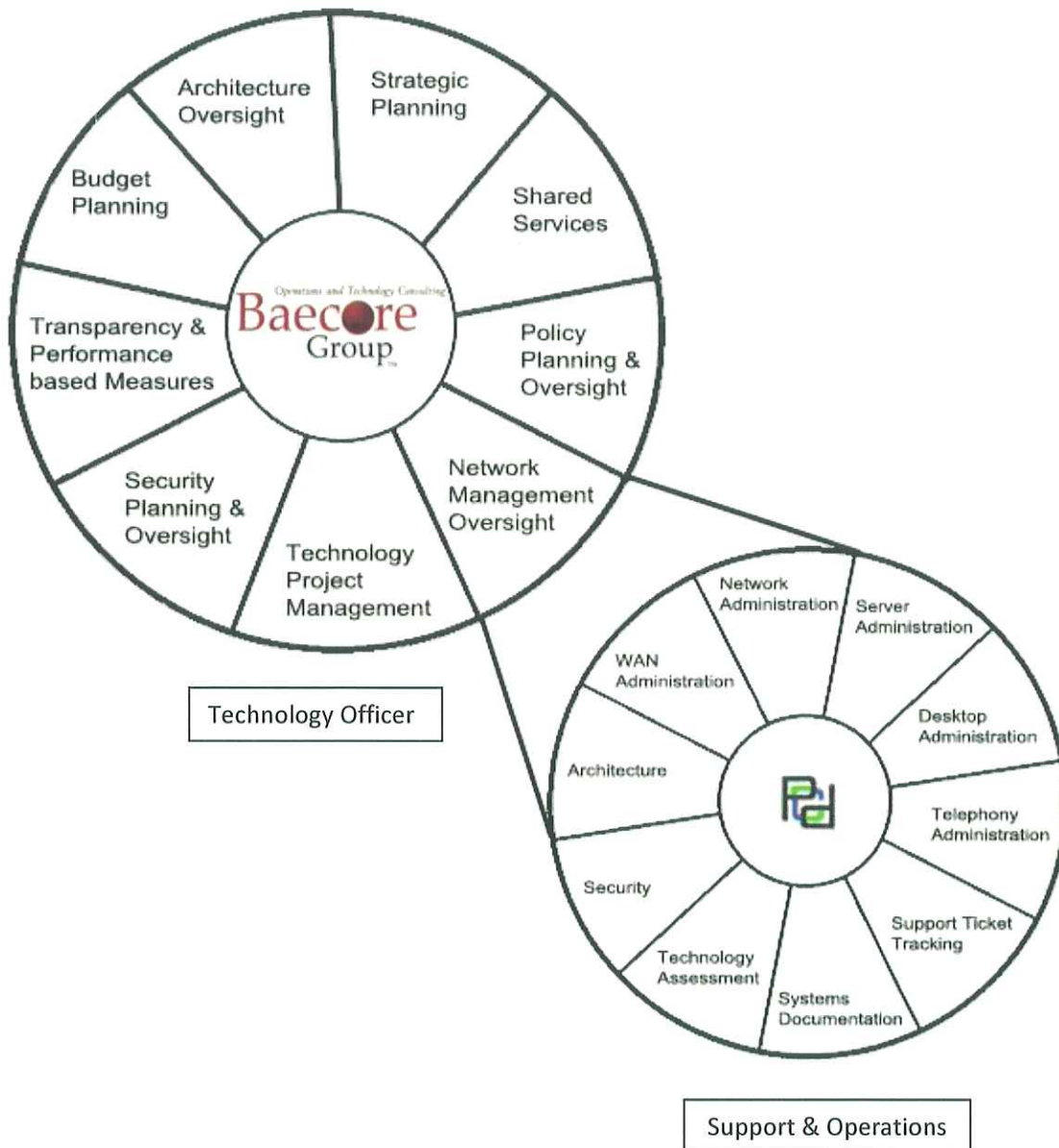
The Village of Bensenville has requested a proposal to provide IT services. This proposal addresses the Support and Operations roles as detailed in the methodology below. This proposal is based on a 13 month contract starting July 15, 2012 through August 14, 2013. The proposal objectives include:

- Replacement of Existing Outsource IT Services
- Cost Reduction
- Services Expansion
- Positioning for Long-Term
- Minimal Transition Impact

2. Approach and Methodology

Over the past few years the Village has continued to expand the reliance and use of technology throughout the Village. Systems that were previously paper-based are computerized. Individuals that never used a computer are required daily to utilize a computer to complete their job and there is more time-sensitive data that is reliant on the network.

Based on these changes in the Village and the direction the Village is continuing to maintain, PC Discovery is presenting the Village with an opportunity to expand the function and responsibilities of the IT department while reducing their annual costs. The approach we are recommending is to implement a multi-tiered solution in Bensenville. This would provide Bensenville the resources and knowledge that would typically require hiring three or more people. As the picture depicts below we are recommending a Technology Officer to provide strategy and oversight while the support solution will provide the day-to-day support. Additionally the support solution will provide the Village with 24/7/365 systems monitoring and proactive management.



3. Project Scope

Support & Operations – PC Discovery

This scope details the IT support for approximately 500 users using 126 workstations/laptops and 25 servers, this support will be 24 x 7 x 365. There will be one person on site full-time 3 days a week. Events that occur outside the on-site window or if the person is not able to handle calls in a timely matter, events will be handled by our Network Operations Center/Help Desk, located in Chicago.

Current Services

Server Maintenance

- Monitor System Resources on each server
- Monitor Daily Backup Operations on each server
- Monitor and Correct Operating System Errors on each server
- Review, Download and Install Microsoft Service Packs as necessary for each server
- Review, Download and Install Microsoft Security Updates as necessary for each server
- Review, Download and Install Antivirus Updates Daily for each server

User Administration

- Add, Change and Delete Users to Corporate Servers
- Maintain Security and Authentication standards for Server Users
- Add, Change and Delete File and Share Permissions for Server Users
- Monitor Security Log for user violations

Manage SQL Databases

- Oversee Database Maintenance Jobs
- Coordinate with SQL support to resolve issues as necessary

Manage Switches and Internet Routers

- Monitor Routers and Switch for Performance
- Maintain Cisco IOS and Configurations

Manage Firewalls

- Modify Firewall configurations as required
- Update Firewall IOS Quarterly
- Configuration, installation and support of additional Routers and Switches will be provided as part of the day to day support services as long as it can be completed within the time frame requested by the existing onsite contracted technicians.
- Quarterly perform vulnerability analysis on the WAN side of the network.

Helpdesk Management

- Management of TrackIT Database

- Level 1-3 Helpdesk tasks
- Manage and update documentation as necessary

Miscellaneous Services

Additional Server support (including installation of new servers, migration of other servers, re-installation and/or upgrading of existing servers) to be provided as part of the day to day support services as long as it can be completed within the time frame requested by the existing contracted onsite technician. Additional resources required to meet increased time frames may be billed on a Time and Material Basis as detailed below.

Configuration, installation and support of additional Routers and Switches will be provided as part of the day to day support services as long as it can be completed within the time frame requested by the existing onsite contracted technicians. Any additional resources required to meet increased time frames may be completed on a Time and Material Basis.

MUNIS Administration Support

- Users Add, Move and Changes
- Printing administration
- Provide System Support and assistance to designated MUNIS Project Manager

Bensenville Telephone System Oversight

- Users Add, Move and Changes
- Coordination of Third-Party Telephone Vendor Support

Services Expansion/ Support Methodology

Monitoring

All desktop/laptops and servers will be monitored on a 24x7x365 basis to allow us the ability resolve some problems before they become more severe with potential system and resulting staff downtime.

Provide real time "telemetry" from each machine, watching for known problems and immediately alerting us of a problem. (e.g. hard drive space getting low, server goes offline, etc.)

Real time auditing of hardware and software, giving detailed or summary reports in real-time of what hardware or software is installed. These reports are very important during budgeting / auditing time.

Notification of software installation or removal which is useful for vulnerability analysis in order to pinpoint potential security changes/threats.

Staff Augmentation

Should there be a need for us to be on site outside of the assigned on-site resource schedule, please see chart at bottom of proposal for priority and the associated service response times.

Tiered Coverage

Our Tiered support structure provides for a complete 360 degrees of coverage.

Tier 1 – On Site

Tier 2 – Phone Support for times when Tier 1 is busy or involved in more complex projects

Tier 3 – Remote support for urgent or “necessary” off hours support

Tier 4 – 24x7x365 eyes on your systems . With our Network Operation Center (NOC) – we are able to remotely monitor, manage and patch all systems. We utilize a state of the art tool and are alerted to machine problems the moment there is a problem, allowing us to react in real-time. This tool also allows us to provide regular maintenance and security patching to each machine. Our NOC team will alert us of problems whenever they occur regardless of business hours and take the necessary action to resolve the problem.

Service Levels

Response time is very important in our industry and we run our business off the following chart for those incidents that happen outside the standard work hours or when a second person is required:

Activity / Issue	Critical Priority	High Priority	Normal Priority	Low Priority
Service Availability	24x7x365	24x7x365	24x7x365	24x7x365
First Response	Within 30 minutes	Within 45 Minutes	Within 3 hours	Within 12 hours
Second Response	Within 45 minutes	Within 60 minutes	Within 6 hours	Within 18 hours
Resolution of Issue	Within 2 Hours	Within 4 Hours	Within 9 hours	Within 24 hours
Definition	Business is directly affected	Business is partially affected	Business is indirectly affected	Business is not affected

Priority Categories:

Low	One machine/user affected. The problem is only a minor enhancement or question. No productivity loss.
Normal	One machine/user affected moderately and some productivity loss. Or multiple machines/users affected with only minor loss of productivity.
High	All users affected and moderate productivity loss.
Critical	All users affected and major productivity loss.

Should additional resource need to be deployed, based on their expertise the following rates will be billed by the quarter hour with a one hour minimum.

Resource Type	Time & Material Rate
Desktop Engineer	\$105.00
Network Administrator	\$125.00
Senior Network Engineer/Server Engineer	\$140.00
WAN/Firewall/Security	\$150.00

4. VOB Responsibilities

- Regularly scheduled status meetings to review projects and address IT concerns
- A locked office for housing equipment with at enough space for at least 2 people to work simultaneously.
- Phone
- Laptop computer
- Full administrative access to all systems

5. Pricing Structure

The total cost of the Support Services on an annual basis is \$74,500.

This pricing schedule represents a 13 month contract to allow overlap of the support services to make the best effort to provide seamless support to the Village of Bensenville through the transition.

Monthly payments will be made to PC Discovery at the beginning of each month for the services to be provided during the month.

PC Discovery Payment Schedule	
July 15, 2012	\$6,208.33
August 15, 2012	\$6,208.33
September 16, 2012	\$6,208.33
October 15, 2012	\$6,208.33
November 15, 2012	\$6,208.33
December 15, 2012	\$6,208.33
January 15, 2013	\$6,208.33
February 15, 2013	\$6,208.33
March 15, 2013	\$6,208.33
April 15, 2013	\$6,208.33
May 15, 2013	\$6,208.33
June 15, 2013	\$6,208.33
July 15, 2013	\$6,208.33

6. Terms

This proposal is for the term of 13 months. The proposed cost detailed above is strictly limited to the scope defined in this document. In addition to the above costs Bensenville will pay or reimburse PCD for all pre-approved hardware purchases or other related expensed including but not limited to travel incurred in performing service for Bensenville. The scope of services for this proposal is limited to the content of this document. Any work not mentioned specifically in the scope is considered outside the scope and would be bid to Bensenville on a per project basis. After nine (9) months following the commencement of services, either Party shall have the right to terminate this agreement for any reason by providing the other party with ninety (90) days advance written notice.

7. Summary

PC Discovery appreciates the opportunity to provide this proposal to address your IT service's needs. The approach we have taken in this proposal is one that will provide Bensenville scalable services and support while controlling costs. This approach allows Bensenville to incrementally expand services and invest in resources as needed. In addition to the flexible ability to add resources, this structure will allow you to add the appropriate skill level and control your IT services cost. If this is in line with your expectations, please sign and return two copies. If you have any questions, please feel free to contact Scott Newberger at 312-527-5939.

8. Approvals

Proposed By _____

PC Discovery

Approved By _____

Village Manager

Approval Date _____

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE ENGAGEMENT OF
BAECORE GROUP INC FOR TECHNOLOGY OFFICER SERVICES**

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

WHEREAS, the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers; and

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

WHEREAS, in July 24, 2012, the VILLAGE’s contract with Prescient Solutions for Information Technology services expires; and

WHEREAS, the VILLAGE determined that it was reasonable, necessary, and desirable to engage the Baecore Group for Technology Officer Services as outlined in their proposal, which is attached hereto as Exhibit “A” and incorporated herein by reference.

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 as if fully set forth.

SECTION TWO: The engagement of the Baecore Group to provide Technology Officer Services for the period and at the prices set out in the Proposal is hereby approved.

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest to, the Proposal attached hereto and incorporated herein by reference as Exhibit “A,” with such additions and revisions thereto as the Village Attorney shall require.

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 26th day of June, 2012.

APPROVED:

Frank Soto, Village President

ATTEST:

Village Clerk

Ayes: _____

Nays: _____

Absent: _____

IT Services Proposal

Village of Bensenville

Baecore Group, Inc.

Operations and Technology Consulting

Baecore
GroupTM

June 21, 2012

Proposal

1. Summary

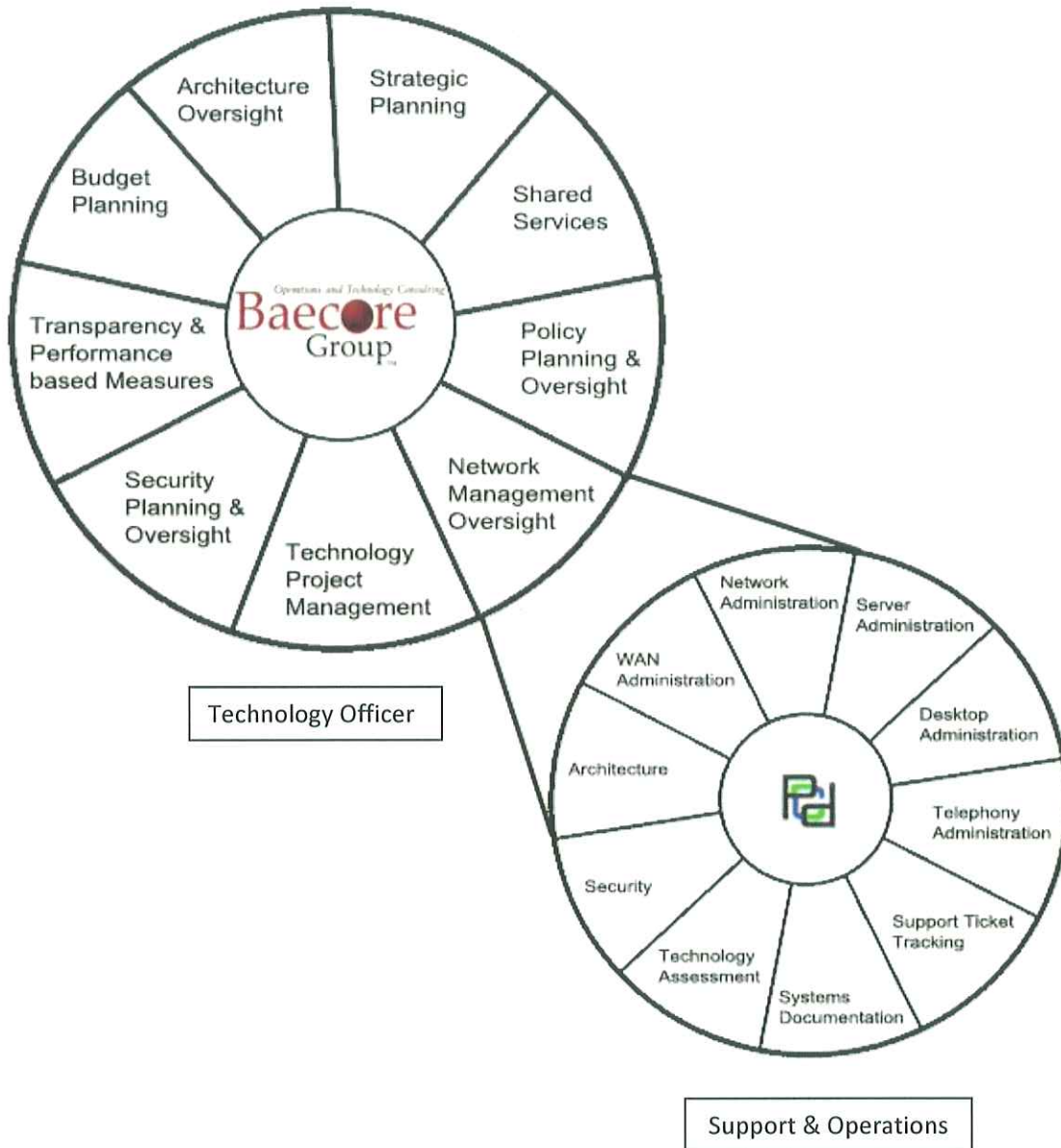
The Village of Bensenville has requested a proposal to provide IT services. This proposal addresses the Technology Officer as detailed in the methodology below. This proposal is based on a 13 month contract starting July 15, 2012 through August 14, 2013. The proposal objectives include:

- Implementation of Technology Officer
- Cost Reduction
- Services Expansion
- Positioning for Long-Term
- Minimal Transition Impact

2. Approach and Methodology

Over the past few years the Village has continued to expand the reliance and use of technology throughout the Village. Systems that were previously paper-based are computerized. Individuals that never used a computer are required daily to utilize a computer to complete their job and there is more time-sensitive data that is reliant on the network.

Based on these changes in the Village and the direction the Village is continuing to maintain, Baecore is presenting the Village with an opportunity to expand the function and responsibilities of the IT department while reducing their annual costs. The approach we are recommending is to implement a multi-tiered solution in Bensenville. This would provide Bensenville the resources and knowledge that would typically require hiring three or more people. As the picture depicts below we are recommending a Technology Officer to provide strategy and oversight while the support solution will provide the day-to-day support. Additionally the support solution will provide the Village with 24/7/365 systems monitoring and proactive management.



3. Project Scope

Technology Officer

- Technology Assessment
 - Evaluation of technology direction and selection of new or replacement technologies
 - Identifying the type of technology needed
 - Identifying alternatives and evaluating applicability
 - Assessing like or similar implementations
 - Gaining competitive pricing and proposals
 - RFP development as necessary
 - Negotiating the total cost of the technology implementation/support/maintenance for the selected technology
- Strategic Planning
 - Comprehensively keeping line of sight to all village services
 - Look at ways to share cost, reduce cost, share services
 - Update technology to maintain a proactive approach to Village goals while maintaining budget consciousness
 - Ensuring Village technology is consistent with the Village business objectives
 - Leverage existing technology to support business objectives leading to cost avoidance of purchasing new technology
 - Comprehensive quarterly reporting on systems, activity, support and projects.
- Transparency & Performance-based measures
 - Provide transparency throughout the organization on the service level provided
 - Integrate IT with measures and metrics to track support performance
 - SLA Review and Recommendations
- Network Management Oversight
 - Provide management and oversight ensuring
 - Prompt ticket resolution
 - The root problem is solved at ticket close
 - Requests are solved appropriately
 - With the growing number of systems and increased connectivity where requests may affect multiple systems
 - Ensuring adherence to policies
 - Ensure that the network maintenance and support is approached holistically due to the increased reliance on computers and interconnected systems to maintain prompt and complete resolutions to IT requests
 - Monitor resolutions in an effort to be proactive, reduce downtime and reduce productivity reductions
- Policy Planning & Oversight
 - Manage and maintain IT policies
 - Ensure policies are current
 - Consistent with Village objectives
 - Documented to ensure organizational continuity
 - Include addressing

- Desktop support
 - Purchasing
 - System life cycle management
 - Network and system maps
 - Security consistency
 - Manage policy dissemination and communication
- Process Improvement
 - Identify opportunities to improve staff efficiency
 - Ensure ability to expand IT systems and resources without equal scaling of IT personnel
 - Find ways to improve communication and services internally and externally utilizing new technologies
 - Documentation of new processes and process changes
- Technology Project Management
 - Reporting
 - Ensure completion of projects
 - Management of projects within budget
- Security Oversight & Planning
 - Ensure that the architecture and systems are secure during expansion and change.
 - Oversight for monitoring and reporting of security
 - Oversight of building security and management
- Architecture Oversight
 - Network & system capacity planning
 - Ensure expandability and flexibility of network and system architectures
 - Planning for multiple processes and tasks being moved into the computer
 - Contingency planning
- Budget Planning
 - Keep forward-looking to ensure that budget figures account for current and future needs of the Village
 - Technology contract management
 - Proactive contract renewal
 - Negotiation of new contracts and renewals

4. VOB Responsibilities

- Regularly scheduled status meetings to review projects and address IT concerns
- A locked office for housing equipment with at enough space for at least 2 people to work simultaneously.
- Phone
- Access to contracts and warranty information

5. Pricing Structure

The annual cost of the Technology Officer is \$50,000.

This pricing schedule represents a 13 month contract to allow overlap of the support services to make the best effort to provide seamless support to the Village of Bensenville through the transition.

Monthly payments will be made to Baecore Group at the beginning of each month for the services to be provided during the month.

Baecore Group Payment Schedule	
July 15, 2012	\$4,166.67
August 15, 2012	\$4,166.67
September 16, 2012	\$4,166.67
October 15, 2012	\$4,166.67
November 15, 2012	\$4,166.67
December 15, 2012	\$4,166.67
January 15, 2013	\$4,166.67
February 15, 2013	\$4,166.67
March 15, 2013	\$4,166.67
April 15, 2013	\$4,166.67
May 15, 2013	\$4,166.67
June 15, 2013	\$4,166.67
July 15, 2013	\$ 0

6. Terms

This proposal is for the term of 13 months. The proposed cost detailed above is strictly limited to the scope defined in this document. In addition to the above costs Bensenville will pay or reimburse Baecore for all pre-approved hardware purchases or other related expensed including but not limited to travel incurred in performing service for Bensenville. The scope of services for this proposal is limited to the content of this document. Any work not mentioned specifically in the scope is considered outside the scope and would be bid to Bensenville on a per project basis. After nine (9) months following the commencement of services, either Party shall have the right to

terminate this agreement for any reason by providing the other party with ninety (90) days advance written notice.

7. Summary

Baecore Group appreciates the opportunity to provide this proposal to address your IT service's needs. The approach we have taken in this proposal is one that will provide Bensenville scalable services and support while controlling costs. This approach allows Bensenville to incrementally expand services and invest in resources as needed. In addition to the flexible ability to add resources, this structure will allow you to add the appropriate skill level and control your IT services cost. If this is in line with your expectations, please sign and return two copies. If you have any questions, please feel free to contact Mary Smith at 847-585-1486.

8. Approvals

Proposed By _____

Baecore Group, Inc.

Approved By _____

Village Manager

Approval Date _____

TYPE: Informational **SUBMITTED BY:** Joe Caracci **DATE:** 6/20/2012

DESCRIPTION: Introduction of Civil Engineer Mehul Patel to Village Board and Community

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: NONE

DATE:

BACKGROUND: On May 30, 2012, Mehul Patel began his career as Civil Engineer with the Village of Bensenville. Mehul comes to the Bensenville from the Village of Wheeling where he spent more than four years working in the engineering division performing design engineering, plan reviews, construction management, and storm water reviews. Mehul is a licensed Professional Engineer (PE) in the State of Illinois and has also secured his Certified Floodplain Manager (CFM) certification. He is IDOT certified in construction documentation and has managed many MFT and State funded projects.

Mehul resides in Hanover Park with his wife Jankey. Please join me in welcoming Mehul Patel to the Village of Bensenville staff.

TYPE: Motion

SUBMITTED BY: Dan Di Santo

DATE: 06/21/12

DESCRIPTION: Direct staff to prepare an Ordinance for the July 17, 2012 Village Board Meeting authorizing a referendum question to be placed on the November 6, 2012 ballot to pursue an “opt-out” municipal electric aggregation program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: N/A – Manager’s Report

DATE: N/A

BACKGROUND:

In 2009, Governor Quinn signed Public Act 96-176 allowing municipal electric aggregation, which gave municipalities the ability to negotiate for electric supply on behalf of residents and small businesses within their jurisdiction (see FAQs attached). This opportunity currently exists on an individual basis, however municipal aggregation allows for greater savings due to the economies of scale gained by having the municipality negotiate on behalf of all eligible entities. In this scenario ComEd remains the distributor of power and bills, and switching to a new supply company only impacts the energy supply rate and has no impact on the reliability of the electric system itself.

In the 2011 Citizen Survey, Bensenville residents overwhelmingly (78%) supported the Village pursuing a referendum question for municipal electric aggregation, which could realize up to 30% savings on the energy supply portion of electric bills.

KEY ISSUES:

The following two options are available to municipalities in pursuit of electricity aggregation:

- 1. Opt-Out Aggregation:** This option requires approval of a ballot referendum to authorize the Village to purchase power for residents and small businesses under a single contract. Under this scenario the Village would select an energy supplier using a competitive bidding process and then affected customers would have a period of time to “opt-out” of participating in the negotiated rate. This option provides the highest potential savings for electric customers. For inclusion the November 6 ballot, the Ordinance needs to be passed by July 23, 2012.
- 2. Opt-In Aggregation:** This option does not require a referendum, but follows the same process of the Village negotiating an electric supply rate on behalf of eligible customers. However, residents and small businesses must “opt-in” to receive the savings, and therefore the participation rate is much lower resulting in not as low rates as the “opt-out” option above.

ALTERNATIVES:

- Pursue an Opt-Out Program via referendum
- Pursue an Opt-In Program
- Discretion of the Board

RECOMMENDATION:

Staff recommends pursuing the opt-out referendum option. This option was overwhelmingly supported in the Citizen Survey and provides the highest potential savings for our customers.

BUDGET IMPACT:

Potential savings on current Village electric rates.

ACTION REQUIRED:

Direct staff to prepare an Ordinance for the July 17, 2012 Village Board Meeting authorizing a referendum question to be placed on the November 6, 2012 ballot to pursue an “opt-out” municipal electric aggregation program.

Municipal Electric Aggregation FAQ's

Q: Why is this opportunity available?

A: On August 10, 2009, Governor Quinn signed into law Public Act 096-0176, amending the original Illinois electric deregulation legislation. This is the last part of the Deregulation Process, until this Act was amended, only larger customers such as industrial, commercial, and governmental entities could participate. Three fourths of this commercial load is currently purchased from sources other than ComEd. The new law allows municipalities to transfer their residents' and small business owners' electric accounts to alternative electric suppliers.

Q: What is deregulation?

A: On December 16, 1997, the State of Illinois implemented a plan to deregulate Commonwealth Edison ("Com-Ed"). Under this plan, Com-Ed no longer generates electricity for its customers but continues to provide power generated by others through its distribution system. Deregulation means that power can be purchased through any of the 23 Illinois Commerce Commission approved power suppliers.

Q: What is Electric Aggregation?

A: Electric Aggregation is a program that allows local governments to bundle - or aggregate - residential and small commercial retail electric accounts and seek bids for a cheaper source of power. Currently, ComEd customers receive electricity at a price set each year by the Illinois Power Agency, a governmental body that secures electricity on the wholesale market on behalf of ComEd. By bundling residential and small commercial accounts, municipalities can go out into the open market to seek a lower rate for electric power. Since 1999, large industrial and commercial customers have used this option to reduce electricity costs.

Q: How does the program work?

A: Under state law, the municipality must place a referendum on the ballot to ask voters to give the municipal government the authority to aggregate electric accounts and seek bids for power generation. Once voters have approved the referendum on the March 20, 2012 ballot, the municipality will hold at least two public hearings to discuss and create an aggregation plan. Once the plan is in place, municipal staff, with the assistance of energy experts, would prepare and publicize a request for proposals. Only energy suppliers certified and regulated by the Illinois Commerce Commission could respond. The bid that comes closest to achieving the goals of the aggregation plan would be accepted. However, if none of the bids meet the plan's goals, there is no obligation to accept one, and the aggregated accounts will continue to receive power from ComEd at the prevailing rates. A resident or small business has no obligation to participate and could choose to opt out of the program altogether.

Q: What is the referendum on the March 20, 2012 election ballot?

A: Voters will be asked whether or not your municipality should have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such a program.

Q: What are the benefits of aggregation?

A: The most important benefit is the opportunity for residents and small businesses to save money on electric supply costs.

Q: Am I obligated to participate?

A: No. Any account holder may opt-out of the program and remain on ComEd's supply service rate.

Q: What does "opt-out" mean?

A: All residential and small commercial electricity users will be included in the customer base unless they affirmatively choose not to participate. The opportunity to opt out will be available up to the time of program implementation.

Q: How do I opt-out of the program?

A: Customers will have a chance to opt-out of the aggregation program, but must do so before the new service begins. Customers will receive notice informing them of the opt-out period, who to contact, and how they must communicate their intention to opt-out.

Q: Who will take care of my power if there is an outage?

A: ComEd, by law, will still be paid to distribute the power to the homes and businesses and handle any emergency repairs.

Q: What is Com Ed's role in this program?

A: ComEd distributes electricity, but does not generate it. As the local electricity distributor, ComEd is responsible for infrastructure, like power lines that bring electricity into homes and businesses, responding to outages and billing. ComEd will continue to bill customers for electric usage regardless of the supplier of that electricity.

Q: If I participate, will I get two bills - one from ComEd for delivering the power and another from a company that provides it?

A: No. ComEd will remain responsible for billing customers for all electricity, regardless of the electric supplier. The only change would be the name of the electricity provider on the bill's electricity supply.

Q: If aggregation means lower energy costs for customers, won't ComEd simply increase charges on the distribution side to protect its profit margin?

A: ComEd owns the distribution system only, and so does not realize profits or losses from the sale of energy. ComEd has worked for several years with large commercial and industrial customers who have switched to third-party energy suppliers, and remains supportive of other customers who switch to third-party suppliers. In other words, there will be no impact on distribution rates. Per ICC regulations, ComEd cannot introduce any separate distribution fees on cities that aggregate.

Q: Can savings be guaranteed under an aggregation program?

A: Municipalities can structure its request for proposals so that bidders set their rates at a specified percentage under ComEd's established rate. Market fluctuations make it impossible to guarantee that bids will come in under the current energy rate paid by ComEd customers. However, since that current rate is set every May, the market can react to it, and often provide a lower rate. Right now, residents and small businesses pay a higher rate than most large commercial, industrial and institutional accounts that have sought open market bids.

Q: What happens if the municipality cannot purchase or negotiate lower rates than ComEd?

A: Your account would stay at ComEd and ComEd would be both the power provider and the local distribution company. Either way, ComEd will be our distributor.

Q: I am currently enrolled in ComEd's budget program where you are able to spread out your ComEd electric service costs evenly throughout the year. Will the new power provider have this or a similar program?

A: The Request for Proposals will request that this program is included in the bid specs.

Q: Are there any downsides?

A: Municipalities will not be obligated to accept unfavorable bids and any account holder can opt out of the program. If bids do not meet the aggregation plan goals, then they can be rejected.

Q: What are the costs to implement and manage the program?

A: Few costs are associated with Electric Aggregation beyond staff time and community outreach and education efforts.

Q: Does the municipality have experience managing this type of bidding process?

A: Municipalities, as a larger commercial electric users, have used competitive bidding to obtain lower electric rates for various municipal facilities since electric deregulation made that option available four years ago. With Electric Aggregation, the municipal role will be to develop a request for proposals on behalf of residential and smaller business accounts, receive and evaluate competing bids, select the best bidder, and then determine whether to enter into a contract with that bidder. This process is standard in municipal government procurement. The municipality will also work closely with an energy firm who is an expert in this energy procurement process.

Q: If voters approve the referendum, how long will it be before the program is implemented?

A: State law requires certain steps be followed to approve and implement the Electric Aggregation Program. If voters give the municipality the authority to pursue aggregation, two public hearings must be held to gather citizen input for an aggregation plan that outlines goals such as savings targets. Once the plan is created and adopted, municipal staff would seek competitive bids from energy suppliers via a formal request for proposals (RFP) process. If a bid is received that meets the goals of the plan, a contract would be negotiated