



VILLAGE OF BENSENVILLE

Village Board
President
Frank Soto

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

Village Manager
Michael Cassady

Village of Bensenville, Illinois BOARD OF TRUSTEES MEETING AGENDA

6:30 P.M. Tuesday, September 27, 2011

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

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- V. APPROVAL OF MINUTES

September 13, 2011 – Village Board of Trustees

- VI. WARRANT – September 27, 2011 #11/18 - \$1,793,680.26
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**

1. *Ordinance Amending Title 10 - Zoning Ordinance Regulations the Municipal Code of the Village of Bensenville, Illinois Relative to Zoning District Allowances for Title Loan Agencies and Payday Loan Agencies*
2. *Ordinance Authorizing the Establishment of a Tax Increment Financing Interested Parties Registry and Adopting Rules for Registration in Relation Thereto*
3. *Ordinance Amending Specific Provisions of Bensenville Village Code Allowing for the Restructuring of Duties Within the Village*
4. *Resolution Authorizing the Execution of a Purchase Order to A-Lamp Concrete Contractors, Inc. for the 2011 Sidewalk Replacement Program*
5. *Resolution Authorizing the Execution of a Purchase Order to Steve Piper & Sons, Inc. for the 2011-2014 Parkway Tree Removal Program*

6. *Resolution Authorizing the Replacement of a Heat Exchanger for the Edge I Ice Rink with DualTemp Company*
7. *Resolution Approving Title Appointment of Mike Moruzzi as Chairman of the Community Development Commission*
8. *Resolution Granting the Advice and Consent to the Presidents Appointment of Joseph Pisano to the Community Development Commission*
9. *Resolution Appointing Robert Ridder as a Trustee to the Bensenville Fire Protection District #2*
10. *Resolution Appointing Charles Rizzo as a Trustee to the Bensenville Fire Protection District #2*
11. *Resolution Granting the Advice and Consent to the President's Appointment of Anye Whyte to the Board of Police Commission*
12. *Resolution Granting the Advice and Consent to the President's Appointment of Luis Rivas to the Board of Police Commission*
13. *Motion to Approve the Questions on the 2011 Village of Bensenville Community Survey and Authorize Staff to Conduct the Survey*

VIII. REPORTS OF STANDING COMMITTEES

- A. Community and Economic Development Committee – No Report
- B. Infrastructure and Environment Committee – No Report
- C. Administration, Finance and Legislation Committee
 1. *Resolution Prohibiting Out-of-State Travel for the Board of Trustees and Village Clerk and Adopting a Corresponding Exception Procedure*
- D. Public Safety Committee – No Report
- E. Recreation and Community Building Committee – No Report
- F. Technology Committee – No Report

IX. INFORMATION ITEMS

- A. PRESIDENT'S REMARKS
 1. *Proclamation of Gold Star Mothers Week*
- B. VILLAGE MANAGER'S REPORT

C. VILLAGE ATTORNEY'S REPORT

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

- A. Review of Executive Session Minutes [5 ILCS 120/2 (C)(21)]
- B. Personnel [5 ILCS 120/2(C)(1)]
- C. Collective Bargaining [5 ILCS 120/2 (C)(2)]
- D. Property Acquisition [5 ILCS 120/2(C)(5)]
- E. Litigation [5 ILCS 120/2(C)(11)]

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

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

September 13, 2011

CALL TO ORDER: 1. President Soto called the meeting to order at 7:14 p.m.

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

Bartlett, Jarecki, O'Connell, Ridder, Wesseler

Absent: Peconio

A quorum was present.

Trustee Peconio entered the Board Meeting at 7:15 p.m.

**PUBLIC
COMMENT:**

Geri Koph – 111 David Drive

Ms. Koph addressed the Village Board with her recommendations for future 9/11 Commemorations.

Allen Devitt – 16W603 3rd Ave.

Mr. Devitt address the Village Board for a concerned Bensenville Resident that was unable to attend the Board Meeting. The Resident has spotted children swimming and playing the Lions Park Detention Pond when the pond is full. Staff was directed to investigate the situation.

Arnold Sandoval – 1006 Argyle Street Apartment #1A

Mr. Sandoval thank the Village for their help in evicting a tenet in his apartment complex. After the tenet was evicted, he was arrested in Addison for position of over \$60 million in drugs. It is the largest drug bust in DuPage County this year.

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**APPROVAL OF
MINUTES:**

3. The August 23, 2011 Village Board Meeting Minutes were presented.

Motion:

Trustee O'Connell made a motion to approve the minutes as presented. Trustee Wesseler seconded the motion.

All were in favor. Motion carried.

**WARRANT NO.
11/17:**

4. President Soto presented **Warrant No. 11/17** in the amount of \$1,355,669.36.

Motion:

Trustee Peconio made a motion to approve the warrant as presented. Trustee Ridder seconded the motion.

ROLL CALL:

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

NAYS: None

All were in favor. Motion carried.

Motion:

5. Trustee Peconio made a motion to set the Consent Agenda as presented. Trustee Ridder seconded the motion.

All were in favor.

Motion carried.

Consent Agenda Item #1 was removed by Village Staff.

**Resolution No.
R-86-2011:**

A Resolution Authorizing the Execution of a Purchase Order to Trees "R" Us, Inc. for the 2011 – 2014 Parkway Tree Pruning Program. (Consent Agenda)

**Resolution No.
R-87-2011:**

A Resolution Authorizing an Investment Policy for the Village of Bensenville. (Consent Agenda)

**Resolution No.
R-89-2011:**

A Resolution Approving a Labor-Management Union Contract Agreement Between the Village of Bensenville and AFSCME Local 1167 for 2011 - 2015. (Consent Agenda)

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

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

NAYS: None

All were in favor. Motion carried.

6. Motion to approve a Request to Fill-in of an open Ditch at 342 Briar Lane, Bensenville, Illinois.

This item was pulled from the agenda.

Motion: 7. Trustee Wesseler made a motion to authorize the Village Manager to begin Water System Leak Detection Activities not to Exceed the amount of \$30,000.

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.
50-2011:**

8. President Soto gave the summarization of the action contemplated in **Ordinance No. 50-2011 entitled An Ordinance Authorizing and Providing for the issue of \$7,205,000 General Obligation Bonds (Alternate Revenue Source), Series 2011B, of the Village of Bensenville, DuPage and Cook Counties, for the purpose of financing infrastructure improvements in certain Special Service Areas established in the Village, prescribing the details of said bonds and providing for the imposition of taxes to pay the same, and for the collection, segregation and application of certain Village revenues to pay said bonds.**

Motion: Trustee Wesseler made a motion to adopt the ordinance as presented. Trustee Bartlett seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

Ordinance No.

51-2011:

9. President Soto gave the summarization of the action contemplated in **Ordinance No. 51-2011** entitled **An Ordinance providing for the issuance of a \$665,000 Special Service Area Number Three Unlimited Ad Valorem Tax Bond, Series 2011-SSA3, of the Village of Bensenville, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principle of and interest on said bonds.**

Motion:

Trustee Bartlett made a motion to adopt the ordinance as presented. Trustee O'Connell seconded the motion.

ROLL CALL:

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

NAYS: None

All were in favor. Motion carried.

Ordinance No.

52-2011:

10. President Soto gave the summarization of the action contemplated in **Ordinance No. 52-2011** entitled **An Ordinance providing for the issuance of a \$2,867,000 Special Service Area Number Four Unlimited Ad Valorem Tax Bond, Series 2011-SSA4, of the Village of Bensenville, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principle of and interest on said bonds.**

Motion:

Trustee Peconio made a motion to adopt the ordinance as presented. Trustee Bartlett seconded the motion.

ROLL CALL:

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

NAYS: None

All were in favor. Motion carried.

Ordinance No.

53-2011:

11. President Soto gave the summarization of the action contemplated in **Ordinance No. 53-2011** entitled **An Ordinance providing for the issuance of a \$200,500 Special Service Area Number Five Unlimited Ad Valorem Tax Bond, Series 2011-SSA5, of the Village of Bensenville, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principle of and interest on said bonds**

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Motion: Trustee O'Connell made a motion to adopt the ordinance as presented. Trustee Peconio seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.
54-2011:**

12. President Soto gave the summarization of the action contemplated in **Ordinance No. 54-2011** entitled **An Ordinance providing for the issuance of a \$1,947,000 Special Service Area Number Six Unlimited Ad Valorem Tax Bond, Series 2011-SSA6, of the Village of Bensenville, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principle of and interest on said bonds.**

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

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.
55-2011:**

13. President Soto gave the summarization of the action contemplated in **Ordinance No. 55-2011** entitled **An Ordinance providing for the issuance of a \$1,002,000 Special Service Area Number Seven Unlimited Ad Valorem Tax Bond, Series 2011-SSA7, of the Village of Bensenville, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principle of and interest on said bonds.**

Motion: Trustee Ridder made a motion to adopt the ordinance as presented. Trustee Bartlett seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

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Ordinance No.

56-2011:

14. President Soto gave the summarization of the action contemplated in **Ordinance No. 56-2011** entitled **An Ordinance providing for the issuance of a \$522,500 Special Service Area Number Eight Unlimited Ad Valorem Tax Bond, Series 2011-SSA8, of the Village of Bensenville, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principle of and interest on said bonds.**

Motion:

Trustee Bartlett made a motion to adopt the ordinance as presented. Trustee Peconio seconded the motion.

ROLL CALL:

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

NAYS: None

All were in favor. Motion carried.

Ordinance No.

57-2011:

15. President Soto gave the summarization of the action contemplated in **Ordinance No. 57-2011** entitled **An Ordinance authorizing and providing for the issuance of \$1,380,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2011C, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of refunding certain previously issued bonds, prescribing all the details of said bonds and providing for the imposition of taxes to pay the same, and for the collection, segregation and distribution of certain Village revenues to pay said bonds.**

Motion:

Trustee Bartlett made a motion to adopt the ordinance as presented. Trustee Peconio seconded the motion.

ROLL CALL:

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

NAYS: None

All were in favor. Motion carried.

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Ordinance No.

58-2011:

16. President Soto gave the summarization of the action contemplated in **Ordinance No. 58-2011** entitled **An Ordinance authorizing and providing for the issuance of \$1,630,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2011D, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of refunding certain previously issued bonds, prescribing all the details of said bonds and providing for the imposition of taxes to pay the same, and for the collection, segregation and distribution of certain Village revenues to pay said bonds.**

Motion:

Trustee Peconio made a motion to adopt the ordinance as presented. Trustee Bartlett seconded the motion.

ROLL CALL:

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

NAYS: None

All were in favor. Motion carried.

Ordinance No.

59-2011:

17. President Soto gave the summarization of the action contemplated in **Ordinance No. 59-2011** entitled **An Ordinance Amending the Bensenville Village Code Title 3 – Chapter 3 – Section 5 – Class F – Liquor Regulations.**

Motion:

Trustee Peconio made a motion to adopt the ordinance as presented. Trustee Ridder seconded the motion.

ROLL CALL:

AYES: Jarecki, O'Connell, Peconio, Ridder

NAYS: Bartlett, Wesseler

Motion carried.

**PRESIDENT'S
REMARKS:**

President Soto announced that the smoke in the Chicago Land area is from the wild fires taking place in Northern Minnesota. The dense haze is expected to continue until the morning of September 14, 2011. All Residents with respiratory issues are encouraged to stay indoors.

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President Soto asked for the Village Board's advice and consent to appoint Mike Moruzzi as Chairman of the Community Development Commission; appoint Joseph Pisano as Commissioner on the Community Development Commission; re-appoint Anye Whyte and Luis Rivas to Commissioners of the Board of Police Commission; appoint Robert Ridder and Charles Rizzo as Trustees of the Bensenville Fire Protection District No. 2 and to appoint George Freda and Robert Strandt to serve as an ex-officio on the Bensenville Fire Protection District No.2 Board.

Motion Trustee Wesseler made a motion to appoint the President's recommendations to the various Commissions. Trustee Jarecki seconded the motion.

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

NAYS: Bartlett, Wesseler

Motion carried.

MANAGERS REPORT: Village Manager, Michael Cassady, had no report.

VILLAGE ATTORNEY'S REPORT: Village Attorney, Pat Bond, had no report.

UNFINISHED BUSINESS: There was no unfinished business.

NEW BUSINESS: Trustee Peconio requested a report of the tickets issued prior to the adjudication hearings. Trustee Peconio requested the report be generated monthly.

Village Manager, Michael Cassady, wished Trustee Wesseler a Happy Birthday on behalf of the Village Board and Staff.

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

All were in favor.

Motion carried.

President Soto adjourned the meeting at 8:22 p.m.

Corey Williamsen
Acting Village Clerk

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

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TYPE: Ordinance SUBMITTED BY: S. Viger DATE: 09.27.11

DESCRIPTION:

Consideration of an Ordinance approving a Text Amendment to the Zoning Ordinance to alter the regulations affecting Currency Exchanges, Title Loan Agencies and Payday Loan Agencies.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: CEDC Voted unanimously (6 – 0) to approve

DATE: 09.20.11

BACKGROUND:

In late 2010 a Title Loan Agency applied for a business license at 118 W. Green Street. The license was denied on zoning terms. At the direction of individual Trustees, the staff reviewed the Zoning Ordinance and has drafted the text amendment to allow Title Loan and Payday Loan Agencies in two of our commercial districts and deleting them from the I – 2 Light Industrial District. Staff believes that these uses are similar to Currency Exchanges in their operation and potential effects on a neighborhood. Therefore we recommend regulating all three uses similarly; as Conditional Use Permits in the C – 2 and C- 3 Districts. Staff recommends eliminating Title and Payday Loan Agencies from the I – 2 List of Conditional Uses as we believe these uses do not support the vision for our business parks. Currency Exchanges currently require a Conditional Use Permit in the C-2 and C-3 Districts and are prohibited in the I-2 District. Staff also recommends altering some of the conditions found in the Zoning Ordinance; separation from single family districts, community facilities and other such uses and liberalizing the signage allowed for the use.

KEY ISSUES:

Our goal is provide appropriate locational opportunities for these businesses while not negatively affecting the community. The revision to the locational restrictions accomplishes this goal. Additionally the text amendment will simplify the regulations for these types of uses thereby reducing confusion and uncertainty for the business community.

ALTERNATIVES:

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

RECOMMENDATION:

Staff believes that Title and Payday Loan Agencies can fit harmoniously into our commercial corridors and that they would not enhance our business parks. Additionally the restrictions placed upon Currency Exchanges are too restrictive and unnecessarily limit the allowable locations for the use. Staff respectfully recommends approval of the text amendment.

At their 09.12.11 Public Hearing the Community Development Commission voted (4 - 1) to approve the text amendment.

At their 09.220.11 meeting the Community 7 Economic Development Committee voted 6 – 0 to approve the text amendment.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of the draft text amendment Ordinance as presented.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 10 – ZONING REGULATIONS
OF THE MUNICIPAL CODE OF THE VILLAGE OF BENSENVILLE, ILLINOIS
RELATIVE TO ZONING DISTRICT ALLOWANCES FOR
TITLE LOAN AGENCIES AND PAYDAY LOAN AGENCIES**

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

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

WHEREAS, in furtherance of this authorization, the Village has adopted a Zoning Ordinance, which is codified as Title 10- Zoning Regulations, in the Village Code; and

WHEREAS, among other purposes set forth in the Zoning Ordinance, the regulations contained in the Ordinance are to effectuate the Village’s planning program and to regulate individual property use by establishing use districts, building site requirements, setback, density, parking and height regulations, and by specifying external impact standards for noise, smoke, odor, glare and vibration; and

WHEREAS, the Zoning Ordinance allows for establishment and operation of Currency Exchanges as a conditional use, with conditions, in the C-2 Highway District and the C-3 Downtown Mixed Use District; and

WHEREAS, the Zoning Ordinance does not allow for establishment and operation of “Payday Loan Agencies” and “Title Loan Agencies” in the C-2 Highway District and the C-3 Downtown Mixed Use District, but does allow them as a conditional use in the I-2 Light Industrial District; and

WHEREAS, the Village staff has recently undertaken a review of the Zoning Ordinance’s regulations relative to establishment of Title Loan Agencies and Payday Loan Agencies, and has compared them to the regulations allowing establishment and operation of Currency Exchanges in the Village, and has recommended various text amendments to the Zoning Ordinance to better provide for same on the same basis as applied to Currency Exchange establishments; and

WHEREAS, in compliance with the Village Code, the Village applied for a text amendment to the Zoning Ordinance, and public notice of the hearing on the text amendment was properly published in the Daily Herald on July 23, 2011; and

WHEREAS, on August 8, 2011, the Community Development Commission held a public hearing on the proposed text amendment; and

WHEREAS, following the hearing, the Community Development Commission voted to approve the text amendment as proposed by Village staff, and forwarded its findings and recommendation to the Village Board's Community and Economic Development Committee, which has reviewed this matter and has concurred in the recommendation of the Community Development Commission; and

WHEREFORE, the Village Board has reviewed this matter, and determined that it is in the best interests of the Village, and its residents, that the text amendment proposed be adopted as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE BOARD OF THE VILLAGE OF BENSENVILLE, COOK AND DUPAGE COUNTIES, ILLINOIS, as follows:

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

SECTION TWO: That the Zoning Ordinance of the Village of Bensenville, as amended from time to time, be and the same is amended hereby as follows:

1. Title 10 – Zoning Regulations, Chapter 7 Commercial District, Article B, C-2 Highway District, Section 10-7B-3 is hereby amended as follows:

Currency exchanges that meet the following standards:

A. The use shall be located a minimum of one thousand feet (1,000') as measured from all property lines from any existing currency exchanges, payday loan agencies and/or title loan agencies.

B. The window and door area of the first floor of the facility that faces a public street or sidewalk shall not reduce, nor shall changes be made to such windows or doors that block, views into the building at eye level.

C. All transactions occur entirely inside the facility at a service counter with no transactions permitted through an exterior walk-up or drive-up window.

D. Hours of operation for the currency exchange shall be limited to between eight o'clock (8:00) A.M. and eight o'clock (8:00) P.M.

E. The operator has a valid license issued by the state of Illinois department of consumer credit.

2. Title 10 – Zoning Regulations, Chapter 7 Commercial District, Article B, C-2 Highway District, Section 10-7B-3 is hereby amended to include “Payday Loan Agencies” and

“Title Loan Agencies” as defined in Title 10 as conditional uses in the C-2 Highway District, and, as for each such conditional use, to apply the following standards:

Payday Loan Agencies that meet the following standards:

- A. The use shall be located a minimum of one thousand feet (1,000') as measured from all property lines from any existing currency exchanges, payday loan agencies and/or title loan agencies.
- B. The window and door area of the first floor of the facility that faces a public street or sidewalk shall not reduce, nor shall changes be made to such windows or doors that block, views into the building at eye level.
- C. All transactions occur entirely inside the facility at a service counter with no transactions permitted through an exterior walk-up or drive-up window.
- D. Hours of operation for the currency exchange shall be limited to between eight o'clock (8:00) A.M. and eight o'clock (8:00) P.M.
- E. The operator has a valid license issued by the state of Illinois department of consumer credit.

...

Title Loan Agencies that meet the following standards:

- A. The use shall be located a minimum of one thousand feet (1,000') as measured from all property lines from any existing currency exchanges, title loan agencies and/or payday loan agencies.
- B. The window and door area of the first floor of the facility that faces a public street or sidewalk shall not reduce, nor shall changes be made to such windows or doors that block, views into the building at eye level.
- C. All transactions occur entirely inside the facility at a service counter with no transactions permitted through an exterior walk-up or drive-up window.
- D. Hours of operation for the currency exchange shall be limited to between eight o'clock (8:00) A.M. and eight o'clock (8:00) P.M.
- E. The operator has a valid license issued by the state of Illinois department of consumer credit.

3. Title 10 – Zoning Regulations, Chapter 7 Commercial District, Article C, C-3 Downtown Mixed Use District, Section 10-7C-3 is hereby amended as follows:

Currency exchanges that meet the following standards:

- A. The use shall be located a minimum of one thousand feet (1,000') as measured from all property lines from any existing currency exchanges, payday loan agencies and/or title loan agencies.
- B. The window and door area of the first floor of the facility that faces a public street or sidewalk shall not reduce, nor shall changes be made to such windows or doors that block, views into the building at eye level.
- C. All transactions occur entirely inside the facility at a service counter with no transactions permitted through an exterior walk-up or drive-up window.
- D. Hours of operation for the currency exchange shall be limited to between eight o'clock (8:00) A.M. and eight o'clock (8:00) P.M.
- E. The operator has a valid license issued by the state of Illinois department of consumer credit.

4. Title 10 – Zoning Regulations, Chapter 7 Commercial District, Article C, C-3 Downtown Mixed Use District, Section 10-7C-3 is hereby amended to include “Payday Loan Agencies” and “Title Loan Agencies” as defined in Title 10 as conditional uses in the C-3 Downtown Mixed Use District, so long as they meet the standards set forth herein:

Payday Loan Agencies that meet the following standards:

- A. The use shall be located a minimum of one thousand feet (1,000') as measured from all property lines from any existing currency exchanges, payday loan agencies and/or title loan agencies.
- B. The window and door area of the first floor of the facility that faces a public street or sidewalk shall not reduce, nor shall changes be made to such windows or doors that block, views into the building at eye level.
- C. All transactions occur entirely inside the facility at a service counter with no transactions permitted through an exterior walk-up or drive-up window.
- D. Hours of operation for the currency exchange shall be limited to between eight o'clock (8:00) A.M. and eight o'clock (8:00) P.M.

E. The operator has a valid license issued by the state of Illinois department of consumer credit.

...

Title Loan Agencies that meet the following standards:

A. The use shall be located a minimum of one thousand feet (1,000') as measured from all property lines from any existing currency exchanges, title loan agencies and/or payday loan agencies.

B. The window and door area of the first floor of the facility that faces a public street or sidewalk shall not reduce, nor shall changes be made to such windows or doors that block, views into the building at eye level.

C. All transactions occur entirely inside the facility at a service counter with no transactions permitted through an exterior walk-up or drive-up window.

D. Hours of operation for the currency exchange shall be limited to between eight o'clock (8:00) A.M. and eight o'clock (8:00) P.M.

E. The operator has a valid license issued by the state of Illinois department of consumer credit.

5. Amend Title 10 – Zoning Regulations, Chapter 9 – Industrial Districts, Article B, I-2 Light Industrial Districts, Section 10-9B-3 Conditional Uses to delete reference to Payday Loan Agencies and Title Loan Agencies as allowed conditional uses in the I-2 Light Industrial District.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 27th day of September, 2011.

APPROVED:

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

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TYPE: Ordinance **SUBMITTED BY:** Dan Di Santo **DATE:** September 22, 2011

DESCRIPTION: Adopt the Ordinance authorizing the establishment of a tax increment financing (TIF) interested parties registry and adopting rules for registration in relation thereto.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: CED

DATE: 09/27/11

BACKGROUND

Following the TIF Joint Review Board meetings on September 7, 2011, we were advised by our Bond Counsel to "re-establish" our TIF Interested Parties Registry, pursuant to State Law. While we have a list of registered individuals and entities, it appears we do not have an official Ordinance authorizing the registry and adopting rules for registration.

The interested parties registry allows Village residents and organizations active in the Village to be sent notices of proposed TIF plans, notices of proposed changes to any TIF plans, notices of availability of the certified audit reports for TIF districts, and notices of public meetings pertaining to new TIFs.

Upon adoption of the Ordinance, a public notice of the establishment of an interested parties registry will be published in a local newspaper. In addition, staff will send existing registrants notice of the new Ordinance and procedure.

KEY ISSUES:

State law (pursuant to 65 ILCS 5/11-74.4-4.2) requires the Village to adopt an Ordinance establishing a TIF interested parties registry including rules for registration and a public notice. Adopting the attached resolution would ensure that the Village complies with State law.

ALTERNATIVES:

1. Board Discretion

RECOMMENDATION:

Staff recommends that the Village Board adopt the attached Ordinance.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Adopt the Ordinance authorizing the establishment of a tax increment financing (TIF) interested parties registry and adopting rules for registration in relation thereto.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF A
TAX INCREMENT FINANCING INTERESTED PARTIES REGISTRY
AND ADOPTING RULES FOR REGISTRATION IN RELATION THERETO**

WHEREAS, pursuant to the provisions of the Tax Increment Allocation Redevelopment Act (the "TIF Act"), found at 65 ILCS 5/11-74.4-4.2, the Village is required to establish a TIF Interested Parties Registry and adopt registration rules for said TIF Interested Parties Registry; and

WHEREAS, the Village desires to comply with the requirements of the TIF Act;

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

SECTION 1: The above recitals are hereby incorporated into this Ordinance as if fully set forth herein in their entirety.

SECTION 2: The Assistant Village Manager, or such other Village employee as designated by the Assistant Village Manager, is hereby authorized and directed to create and maintain a TIF Interested Parties Registry as required by Section 11-74.4-4.2 of the TIF Act (65 ILCS 5/11-74.4-2). Said TIF Interested Parties Registry shall pertain to all redevelopment project areas created by the Village under the TIF Act, whether now existing or created after the adoption of this Ordinance.

SECTION 3: The registration rules attached hereto as EXHIBIT A and made part hereof are hereby adopted as the registration rules for the TIF Interested Parties Registry.

SECTION 4: The Assistant Village Manager, or such other Village employee as designated by the Assistant Village Manager, after review by the Village Attorney, is

hereby authorized to amend such registration rules, from time to time, as may be necessary or desirable to comply with the TIF Act and to carry out its purposes.

SECTION 5: Public Notice of the establishment of the TIF Interested Parties Registry, and the availability of registration forms for the TIF Interested Parties Registry, shall be published once, in a newspaper of general circulation in the Village, upon the adoption of this Ordinance; with said notice being in the form attached hereto as EXHIBIT B and made part hereof.

SECTION 6: This Ordinance shall be in full force and effect from and after its adoption and approval as required by law.

ADOPTED this _____ day of _____, 2011, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2011.

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

EXHIBIT A

Village of Bensenville Rules for TIF Interested Parties Registration

1. **Establishment of TIF Interested Parties Registry:** The Village of Bensenville (the "Village") shall establish and maintain a single TIF Interested Parties Registry (the "Registry") pursuant to Section 11-74.4-4.2 of the Tax Increment Allocation Redevelopment Act (the "TIF Act"), encompassing all redevelopment projects, whether existing as of the date of these rules or established hereafter.
2. **Maintenance of Registry:** The Assistant Village Manager, or another Village employee designated by the Assistant Village Manager, shall maintain the Registry at the Village Hall.
3. **Application for Registration by Residents:** Any Village resident may apply to register as an interested party by completing and submitting a registration application and a copy of a current driver's license, lease, utility bill, financial statement or other evidence acceptable to the Village to demonstrate current Village residency. Registration applications shall be available from the Assistant Village Manager.
4. **Application for Registration by Organizations:** An organization active in the Village may apply to register as an interested party by completing and submitting a registration application and a one-page statement describing the organization's current activities in the Village. Registration applications shall be available from the Assistant Village Manager.
5. **Determination of Eligibility:** Individuals and organizations whose applications for registration demonstrate current residence or current organizational activity in the Village shall be entered on the Registry within fourteen (14) days of the Village's receipt of all applicable documents. The Assistant Village Manager, or his/her designee, shall provide written notice of registration to registrants within ten (10) days of entry of the name on the Registry. Applications which are incomplete or do not comply with these rules shall be returned with the defects specified. The registrant shall be entitled to correct defects and submit a new application form and supporting documentation.
6. **Duration of Registration:** Registration on the Registry shall be effective for three (3) years from the date of entry on the Registry, unless the registrant requests in writing termination of the registration sooner. At the end of the three (3) year period, the Village shall provide written notice by regular mail to registrants stating that the registration will terminate unless renewed pursuant to rules in effect at that time.

7. Amendment to Registration: A registrant may amend his/her/its registration by giving the Village written notice of a change of address for notice purposes, or of a change of name of the contact person for organizations. Any amendment of registration shall not extend the time for termination of registration.
8. Availability for Public Inspection: The Registry shall be available for public inspection during normal Village business hours. The Registry shall include the name and address of each registrant and, for organizations, shall also include the name and address of the designated contact person.
9. Non-interference: Neither registration nor non-registration on the Registry shall be used to prohibit or interfere with the ability of eligible organizations and individuals to register for receipt of information to which they are otherwise entitled under the TIF Act.
10. Amendment: These rules may be amended from time to time, subject to and consistent with the TIF Act, as it may be amended from time to time.
11. Notices to be Sent: The following notices shall be sent to registrants:
 - A. Notice of the availability of a proposed TIF redevelopment plan and eligibility report and how to obtain those documents, within a reasonable time after adoption of the ordinance fixing the date and time for the public hearing on the proposed TIF redevelopment plan. See TIF Act, Section 11-74.4-5(a).
 - B. Notice of specified changes to a proposed TIF redevelopment plan. See TIF Act, Section 11-74.4-5(a).
 - C. Notice of specified amendments to a previously approved TIF redevelopment plan. See TIF Act, Section 11-74.4-5(c).
 - D. Notice of the availability of the certified audit report for TIF districts with a specified housing impact. See TIF Act, Section 11-74.4-5(d)(9).
 - E. Notice of the preliminary public meeting required for new TIFs with a specified housing impact. See TIF Act, Section 11-74.4-6(e).

EXHIBIT B

PUBLIC NOTICE

The Village of Bensenville has established a Tax Increment Financing (TIF) District Interested Parties Registry. Residents of the Village and organizations active in the Village may register with the Village to receive information on any proposed designation of a TIF redevelopment project area or the approval of a TIF redevelopment plan, as well as information regarding certain changes proposed for existing TIF redevelopment plans. Registration forms are available from the Assistant Village Manager, at the Bensenville Village Hall, 12 South Center Street, Bensenville, Illinois, between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday, except on Holidays. Rules to implement the registration process have been adopted by the Village Board and may be obtained at the same location.

TYPE: Ordinances **SUBMITTED BY:** Michael Cassady/Mary Dickson **DATE:** 9/23/2011

DESCRIPTION: An Ordinance Amending the various sections of the Village Code allowing for the restructuring of duties within the Village.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Recommendation for approval

DATE: 9/27/2011

BACKGROUND

The Village Manager, staff and counsel have reviewed the provisions of the Village Code as they pertain specifically to the duties of the Village Clerk and the Community and Economic Development Department, in an effort to streamline and better provide quality services to residents, and the tracking of various permits and licenses. Following this review, it is recommended that an ordinance be adopted to revise the duties and responsibilities as set forth in the attached ordinance and to publish same as part of the Bensenville Village Code. Additionally, the position of Village Collector, which is duplicative to the Director of Finance, is to be removed from the Code.

KEY ISSUES:

The proposed amendment places the Department of Community and Economic Development responsible and accountable for the management of the Business License process. This change will enhance the business process flow, reducing issuance time and improving customer service. The amendment also authorizes the Village Manager to supervise the Deputy Village Clerk.

ALTERNATIVES:

1. Motion to approve an Ordinance amending the Village Code.
2. Discretion of the Committee.

RECOMMENDATION: Village staff and Counsel recommend approval of this Ordinance.

BUDGET IMPACT: There is no immediate budget impact.

ACTION REQUIRED: Approval of “An Ordinance Amending Specific Provisions Of The Bensenville Village Code Allowing For The Restructuring Of Duties Within The Village.”

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SPECIFIC PROVISIONS
OF THE BENSENVILLE VILLAGE CODE ALLOWING FOR THE
RESTRUCTURING OF DUTIES WITHIN THE VILLAGE**

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, pursuant to powers granted under the Illinois Municipal Code, the Village has adopted various ordinances setting forth specific powers and duties of officers, employees and departments which are set forth in the *BENSENVILLE VILLAGE CODE* (hereinafter “Code”); and

WHEREAS, Village staff has reviewed the functions of the officers, employees and departments within the Village as set forth in the Code, to determine whether those functions and duties reflect the best management practices of the Village with a goal of providing the most efficient service to the residents and business community; and

WHEREAS, as a result of this review, the Village staff recommends that the office of Village Collector be eliminated and certain duties and functions of the office of Village Clerk and other officers as set forth in the Village Code be amended to delegate specific powers, duties and functions to departments which for best management practice are better able to serve the residents and business community; and

WHEREAS, the President and Board of Trustees are continually searching for ways to make the Village more efficient and responsive to the needs of its residents and business community, and has determined from its review of the staff proposal as set forth herein that the restructuring as recommended would be a benefit to the Village.

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

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

SECTION TWO: That the following Titles, Chapters and Sections of the Bensenville Village Code are hereby amended as follows:

**Title 1
ADMINISTRATIVE**

...

**Chapter 8
VILLAGE CLERK**

1-8-6: DEPUTY CLERK:

Deputy clerks shall be appointed by the village clerk to assist him/her in the performance of the duties of that office, at such compensation as shall be provided for in the annual budget. Notwithstanding the foregoing, in the event that the village clerk is incapacitated or said office is vacant, the village manager shall appoint a deputy clerk. In the absence of the Village Clerk, the deputy shall report to the village manager. (Ord. 67-2008, 5-20-2008)

...

**Chapter 9
VILLAGE COLLECTOR**

1-9-1: OFFICE CREATED; APPOINTMENT:

1-9-2: DUTIES:

1-9-3: COMPENSATION; BENEFITS:

1-9-1: OFFICE CREATED; APPOINTMENT:

~~There is hereby created the office of village collector, who shall be the~~

~~village clerk, deputy village clerk or such other person as may be appointed by the village president with the advice and consent of the board of trustees. (Ord. 76 2008, 9-9-2008)~~

1-9-2: DUTIES:

~~The village collector shall perform the duties and obligations required by law, including collection of accounts and maintenance of records and warrants, and such other duties as may be required by village ordinance. (Ord. 76 2008, 9-9-2008)~~

1-9-3: COMPENSATION; BENEFITS:

~~The collector shall be entitled to full benefits and compensation as provided for in the annual budget. In the event that the village clerk or deputy village clerk is appointed as collector, such person shall be entitled to the compensation for both such positions. (Ord. 76 2008, 9-9-2008)~~

...

**Title 3
BUSINESS REGULATIONS**

**Chapter 1
BUSINESS LICENSES; FEE SCHEDULE**

...

3-1-4: APPLICATION FOR LICENSE; TERM; CONDITIONS:

A. License Required: Each commercial establishment in the village shall, before first commencing business in the village, file with the ~~village clerk~~ Community and Economic Development Department an application for a license. All commercial establishments in the village shall, before December 1 of each year, file applications for annual licenses for the following year.

Upon the filing of an application and the payment of the required fee as hereafter provided, the ~~village clerk, or personnel designated by the village clerk~~ shall cause to be issued a license to permit the operation of the commercial establishment for one license year commencing January 1 and terminating on December 31, subject to the following:

No license shall be issued on an application until an investigation of the commercial establishment has been made by the ~~Community and Economic Development Department~~; public works department; ~~fire department~~ and police department, and each department has certified to the ~~village clerk~~ Community and Economic Development Department that the commercial establishment and its owner are then in compliance with the ordinances of the village and the laws of the state.

- B. Change Of Business Name: When the name of a business changes, a new application must be completed and filed with the ~~village clerk~~ Community and Economic Development Department's office to update the records. Notice shall be given within forty eight (48) hours of such change.
- C. Transfer: Business licenses are not transferrable from one owner to another, one business to another, or from one location to another. A new application must be submitted to the ~~village clerk's office~~ Community and Economic Development Department.
- D. Provisional Licenses: If the ~~Community and Economic Development Department~~ determines that the applicant's proposed use is an office, commercial, or industrial use, and that the proposed use is an allowed use in the district in which said use will occur, the ~~village clerk~~ Community and Economic Development Department shall issue a provisional license without regard to whether the use or structure involved is otherwise in full compliance with all other provisions of the zoning ordinance. A provisional license shall otherwise be subject to the requirements and limitations of this section.

The issuance of a provisional business license shall not constitute an admission and/or certification of compliance with the zoning ordinance.

No commercial establishment shall receive a provisional business license for more than two (2) consecutive years. (Ord. 4-2003, 2-4-2003)

3-1-5: ENFORCEMENT:

The ~~chief of police~~ Director of the Community and Economic Development Department shall be the enforcement ~~officer~~ authority of the provisions of this licensing chapter. ~~Within thirty (30) days after license applications are to be filed under the provisions of this chapter, the~~ ~~village clerk~~ Community and Economic Development Department shall

~~maintain a : a list of all license applications received by the clerk; Community and Economic Development Department; b) a list of all licenses issued pursuant to said license applications; and c) a list of commercial establishments and businesses that, to the best of the clerk's it's knowledge and belief, are required to obtain a license under this chapter, but have submitted no application therefor. In addition to said lists, the books pertaining to licenses and records shall at all times be available for inspection by the chief of police or such personnel designated by the chief of police to aid in the enforcement of the provisions of this chapter.~~

~~The chief of police, or personnel designated by the chief of police, Director of the Community and Economic Development Department, or personnel designated by the Director of Community and Economic Development Department, shall take all necessary and appropriate action to compel compliance with the provisions of this chapter. The chief of police and any personnel designated by the chief of police shall be conservators of the peace with police powers for the purpose of enforcing the provisions of this chapter, and other village ordinances relating to the licensing of businesses and commercial enterprises. (Ord. 11-79, 4-5-1979)~~

...

3-1-9: VENDING MACHINES AND AUTOMATIC AMUSEMENT DEVICES:

- A. License Fees, Relocation: License fees for vending machines and automatic amusement devices shall be based on the individual vending machine and automatic amusement device and not on its location. Any licensed vending machine may be relocated within the village without the issuance of a new license; provided, that notice in writing is given to the ~~village clerk~~ Community and Economic Development Department of the relocation of the vending machine. (Ord. 49-96, 11-5-1996)
- B. Additional Fees: In addition to any other annual license fees paid, an annual license fee shall be paid for the following devices as set forth below:

All automatic vending machines (<u>other than those available for charitable purposes, which do not require a license</u>)	\$ 75.00 each
Coin operated jukebox	75.00 each

Automatic tobacco vending machines	100.00 each
Automatic amusement devices including pinball machines, and electronic games using video screens and electrical impulses, dart games or pool or billiard tables	150.00 each

(Ord. 29-2005, 4-30-2005)

C. Late Fee Schedule: The due date and late fee schedule set forth in subsection [3-1-7H](#) of this chapter shall apply to all vending and jukebox license fees.

The license fee for each automatic amusement device shall be payable by December 15 of each year and subject to the following late fee schedule:

	<u>Fee</u>	<u>Additional Late Fee</u>
December 16 to December 31	\$100.00	\$25.00
Beyond January 1	100.00	50.00

(Ord. 49-96, 11-5-1996)

D. Exceptions: In no event shall a license be issued for any automatic amusement device which device can be manipulated in such a manner that said device constitutes a gambling device, as defined in 720 Illinois Compiled Statutes 5/28 et seq. Such devices can include, but are not limited to, video poker machines and slot machines. The operation of any such automatic amusement devices anywhere within the village is prohibited. (Ord. 41-98, 7-7-1998)

3-1-10: RECORDS TO BE KEPT:

The ~~village clerk~~ Community and Economic Development Department, or such other officer as may be designated by the ~~village clerk~~ Village Manager, shall cause to be maintained a record of all commercial establishments and commercial licenses as from time to time may be deemed necessary for the purpose of classifying, inspecting, serving and licensing all commercial establishments in the village. (1976 Code § 31.07)

3-1-11: PROHIBITED CONDITIONS FOR LICENSING:

No license for the operation of a commercial establishment in the village shall be issued if one or more of the following conditions are determined by the ~~village clerk~~ Community and Economic Development Department or such other officer as may be designated by the ~~village clerk~~ Village Manager to exist:

- A. The building or premises of the commercial establishment does not comply with the provisions and terms of the building code, zoning ordinance, fire regulations, health regulations², or with all ordinances and regulations of the village.
- B. The building or premises of the commercial establishment is in a condition of being unsanitary or unsafe so as to endanger the public safety, health or welfare.
- C. The owner of the commercial establishment or such legal entity comprising the commercial establishment is indebted to the village. (1976 Code § 31.07)

Footnotes - Click any footnote link to go back to its reference.

[Footnote 1](#): See Titles 7, 6 and 4, respectively, of this Code.

[Footnote 2](#): See titles 9, 10, 7 and 6, respectively, of this code.

[Footnote 3](#): See [title 10](#) of this code.

...

3-1-14: FRONTAGE CONSENTS:

Whenever the consent of adjoining or neighboring owners is required as a prerequisite to the conduct of any business or occupation, or the location of any establishment, such consents must be obtained by securing the necessary signatures to a written consent petition. Such petition shall be filed with the ~~village clerk~~ Community and Economic Development Department when signed.

Consents once given and filed shall not be withdrawn and such petitions need not be renewed for the continuous conduct of the same business, whether by the same proprietor or not.

It shall be unlawful to forge any name to such a petition or to falsely represent that the names thereon have been properly placed thereon if such is not the fact. Each consent, when filed, shall be accompanied by the affidavit of the person securing the signatures that each signature appearing thereon was properly secured and written, and that the petition contains the necessary number of signatures required by ordinance.

The frontage consent requirements contained in this chapter shall not be construed as amending or changing any zoning ordinance³ or provision of the village; and no such provision shall be construed as permitting the erection of a structure or building, or the conduct of a business, or the commission of any act in any location where such structure, building, business or act is prohibited by any zoning ordinance of the village. (1976 Code § 31.06)

Footnotes - Click any footnote link to go back to its reference.

Footnote 1: See Titles 7, 6 and 4, respectively, of this Code.

Footnote 2: See Titles 9, 10, 7 and 6, respectively, of this code.

Footnote 3: See [Title 10](#) of this code.

...

Chapter 10 SCAVENGERS

...

3-10-2: APPLICATION FOR LICENSE; TERM:

Applications for such license shall be made to the Village Clerk Village Manager, and shall be referred to the Village President and Board of Trustees. No such license shall be issued except on order of the President and Board of Trustees.

No more than one such license shall be in force for the business of scavenger or garbage and yard waste for the RS-1, RS-2, RS-3 RS-4, RS-5, RA-1, RM-1, RM-2 and RM-3 Use Districts³ and living quarters in any

other zoning district. There shall be no limit on the number of licenses in other use districts.

Each license granted hereunder shall be for the term from January 1 until the following December 31. Any applicant for a license must pay the annual fee regardless of the time when the license is issued, and no refunds will be made and no fees will be prorated. (1976 Code § 14.07)

Footnotes - Click any footnote link to go back to its reference.
Footnote 1: For provisions concerning garbage and refuse, see [Title 6, Chapter 3](#) of this Code.

Footnote 2: See also subsection [3-1-7A](#) of this Title.

Footnote 3: See Title 10, Chapters 5 and 6 of this Code.

...

Chapter 18 GROUP HOMES

3-18-1: LICENSE REQUIRED:

It shall be unlawful for any person to operate, conduct or maintain a group home as defined in Section [3-18-2](#) of this Chapter, without possessing a current valid business license, which has not been revoked, suspended or surrendered. No such license shall be issued by the ~~Village Clerk~~ Community and Economic Development Department unless there is evidence of compliance with any other authority that regulates group homes, as well as, Section [3-18-6](#) of this Chapter and such other conditions as the Village may require. (Ord. 31-91, 11-19-1991)

...

3-18-3: LICENSING OF GROUP HOMES:

A. Application Fee: The application for a group home business license shall be made to the ~~Village Clerk~~ Community and Economic Development Department in the manner prescribed in Section [3-18-1](#) of this Chapter. Each initial application and renewal application shall contain the set fee structure as defined in Section [3-1-7](#) of this Title.

B. License Requirement And Number Of Residents:

1. License Requirement: Group home licenses shall follow regular business license codes as set forth by Sections [3-1-1](#) through [3-1-18](#) of this Title.

2. Number of Residents: The license when issued shall designate the maximum number of residents to be accommodated in the group home to which it applies, said number to be based on the applicable zoning, building and housing codes, and the fire prevention and life safety codes, and this number at no time shall be exceeded. Nothing in this subsection requires that a dwelling be made available to an individual whose tendency would constitute a direct threat to the health or safety of other individuals or whose tendency would result in substantial physical damage to the property of others.

3. Expiration: Each license, whether an original or renewal license, shall expire at the end of the calendar year on December 31, unless sooner revoked or surrendered.

4. Form Of Transferability: The licenses shall be issued on forms prescribed by the Village. Clerk. Licenses shall not be transferable either as to place or person. (Ord. 31-91, 11-19-1991)

...

3-18-5: REVOCATION OR NONRENEWAL OF LICENSE; APPEAL:

The Village may revoke or refuse to renew a license only in accordance with the terms set forth below. Revocation of a license shall be in addition to any other penalty that may be provided by law.

- A. The Village Manager, after notice of the applicant or licensee, may revoke or refuse to renew a license in any case in which the Director of Community and Economic Development finds any of the following:
 1. That the licensee is operating or maintaining the group home in violation of the requirements of this Chapter, the regulations promulgated pursuant to this Chapter or other ordinances or regulations of the Village;
 2. That the licensee engaged in fraud misrepresentation in obtaining the license;
 3. That the licensee or his agent has maltreated or abused any resident of such group home;

4. That the licensee or his agent is using practices inimical to the physical, mental or moral well-being of any resident of the group home; or
5. That the licensee or his agent is operating or maintaining the group home in a manner constituting a breach of the public peace or a menace to the public health, safety, morals or welfare.

B. Notice under this Section shall include a clear and concise statement of the grounds on which the revocation or nonrenewal is based, any rule or regulation that has been violated, and notice of the opportunity for a hearing under subsection C of this Section.

C. If the licensee desires to contest the revocation or nonrenewal of the license, after the receipt of notice under subsection A of this Section, the licensee shall notify the Village Clerk Manager in writing of its request for a hearing before the Board of Trustees. The Village Clerk's Manager's office shall schedule a hearing and send a notice to the licensee of the date, time and place of such hearing.

D. The effective date of the revocation of a license shall be the latter of: 1) ten (10) days after receipt of the notice under subsection A of this Section, where the licensee does not request a hearing before the Board of Trustees, or 2) where a hearing has been requested, the date of any final action by the Board of Trustees to revoke the license after a hearing. (Ord. 31-91, 11-19-1991)

...

Title 4 POLICE REGULATIONS

...

Chapter 4 MINORS¹

4-4-3: FIREARMS:

A. Definitions:

...

D. License To Deal In Firearms Procedure: Any dealer desiring to sell or rent firearms or ammunition shall make annual application to the ~~Village Clerk Director of Community and Economic Development Department~~ providing the following information:

1. The full name and address of the applicant; or if a corporation, the name thereof and its principal officers and their addresses;
2. The location(s) at which business shall be conducted;
3. The dealer shall be in compliance with all State and Federal regulations.

...

Title 9 BUILDING REGULATIONS

...

Chapter 2 BUILDING CODE

...

9-2-9: LOCATION OF TRAILERS:

It shall be unlawful for any person to maintain any housecar trailer for human habitation or mobile home within the village except in a licensed trailer park. Housecar trailers or mobile homes not for habitation may be granted temporary permits to park on private property for a period not to exceed ninety (90) days. The ~~village clerk Director of the Community and Economic Development Department~~ has the authority to grant such permits up to fourteen (14) days; all applications for longer periods must be approved by the village board. (Ord. 84-2010, 11-9-2010)

...

Chapter 11 NUMBERING BUILDINGS

...

9-11-9: OBLIGATION TO NUMBER:

It is hereby made the duty of the owner, agent or person in possession of

any building in the village to number it in the manner herein provided. If the owner or occupant of any building required to be numbered shall neglect to attach and maintain the proper number on such building, the ~~village clerk~~ Director of Community and Economic Development Department shall serve upon him a notice requiring such owner or occupant to properly number the same, and if he neglects to do so for the period of ten (10) days after the service of such notice, he shall be deemed to have violated this chapter. Upon conviction thereof, he shall be fined not less than five dollars (\$5.00) nor more than ten dollars (\$10.00), together with the cost of prosecution, and a separate offense, shall be deemed committed for each day that a violation continues to exist. (Ord. 84-2010, 11-9-2010)

...

Title 11 SUBDIVISION REGULATIONS

Chapter 1 GENERAL PROVISIONS

...

11-1-2: DEFINITIONS:

The language set forth in the text of this Title shall be interpreted in accordance with the following rules of construction:

The singular number includes the plural and the plural the singular;

The present tense includes the past and future tenses and the future the present;

The word "shall" is mandatory, while the word "may" is permissive;

The masculine gender includes the feminine and neuter;

Whenever a word or term defined hereinafter appears in the text of this Title, its meaning shall be construed as set forth in the definition thereof; and any word appearing in parenthesis directly after a word herein defined shall be construed in the same sense as that word.

The following words and terms, wherever they occur in this Title, shall be construed as herein defined.

...
COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR: The appointed official of the Village Manager serving as the Director of Community and Economic Development.

...
DIRECTOR OF PUBLIC WORKS: The appointed official of the Village Board Manager serving as the Director of Public Works.

...
FINANCIAL GUARANTEE: Either a completion or performance surety bond, irrevocable letter of credit or cash deposit to be provided by the subdivider or owner, approved as to form by the Village Attorney in amounts by the Village Engineer.

...
Chapter 3
SUBDIVISION PROCEDURES

...
11-3-4: PLANS AND SPECIFICATIONS FOR LAND IMPROVEMENTS:

- A. After the approval of the preliminary plat by the Community Development Commission and prior to filing an application for approval for a final plat, the subdivider shall submit to the Community and Economic Development Department (in the number or copies so required) ~~the Director of Public Works, Director of Community Development, Village Engineer, Village Clerk, Fire Chief and Police Chief~~, preliminary plans and specifications, prepared by a professional engineer, for required land improvements and, if required by the Community Development Commission, detailed grading plans of lots and blocks. ~~The Director of Public Works, Director of Community Development, Village Engineer, Village Clerk, Fire Chief and Police Chief shall approve such preliminary plans and specifications or set forth the revisions necessary for approval.~~
- B. Based upon the conditions of approval of the preliminary plans and specifications, the subdivider shall have final plans and specifications covering such required land improvements prepared

by a professional engineer. Such construction plans and specifications shall be approved by the Village Engineer and such approval certified on the final plat. (Ord. 11-86, 4-17-1986)

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 27th day of September, 2011.

APPROVED:

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

AYES: _____

NAYES: _____

ABSENT _____

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 9/20/2011

DESCRIPTION: Resolution authorizing the execution of a contract for the 2011 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

DATE: 9/27/2011

BACKGROUND:

Staff felt it was necessary to review policy concerning replacement of sidewalk squares within the Village. The former policy was extremely reactive as sidewalk squares were only replaced after a resident request was made. While this system alleviated individual resident concerns it failed to address the numerous unreported sidewalk squares that are deficient and need to be replaced. Staff felt it was necessary to take a proactive approach and create a wholesale replacement program that will allow us to annually target an area of the Village and replace a large number of squares. The sidewalk to be addressed this year is approximately a two block area located on Franzen between Brookwood and Hillside. The squares on the east side of Franzen are at a severe angle which makes walking on them extremely difficult. After the completion of this project the surface will be level and ADA warning tiles will be installed at crosswalk intersections.

KEY ISSUES: A recent bid advertisement for the sidewalk program produced the following results:

Company	TOTAL
A-Lamp Concrete Contractors, Inc. Schaumburg, IL	\$ 18,815.00
J Andersen Construction Riverside, IL	\$ 24,324.00
Globe Construction Addison, IL	\$ 25,816.25

ALTERNATIVES: 1. Motion to approve the Resolution
2. Discretion of the Board

RECOMMENDATION: Staff recommends approval of the replacement contract with A-Lamp Concrete Contractors, Inc. of Schaumburg, IL as the lowest responsible bidder.

BUDGET IMPACT: Funds (\$50,000) have been allocated in FY2011 for sidewalk replacement.

ACTION REQUIRED: Motion to approve a Resolution authorizing the Village Manager to execute a purchase order and other associated documents to A-Lamp Concrete Contractors, Inc. of Schaumburg, IL for sidewalk replacement.

Resolution No.

**Authorizing the Execution of a Purchase Order
to A-Lamp Concrete Contractors, Inc. for the 2011 Sidewalk Program**

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 A-Lamp Concrete Contractors, Inc. of Schaumburg, IL for the 2011 Sidewalk Replacement Program for an amount not to exceed \$18,815.00

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

APPROVED:

Frank Soto
Village President

ATTEST:

Corey Williamsen
Acting Village Clerk

AYES: _____

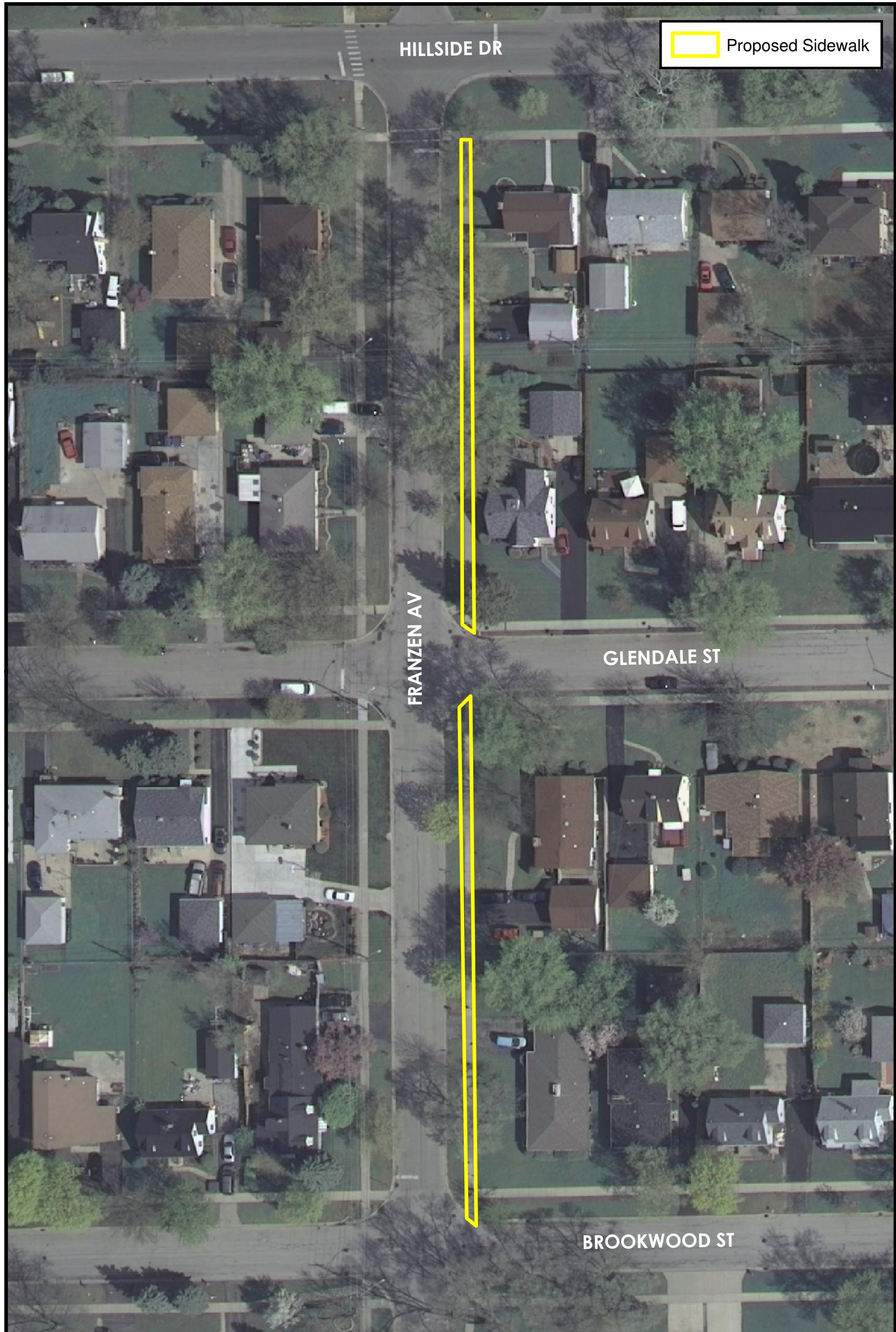
NAYS: _____

ABSENT: _____



Village of Bensenville

Franzen Av Sidewalk Replacement



Village of Bensenville

Invitation to Bid with Specifications

Sidewalk Replacement Program



Bensenville Public Works
717 E. Jefferson St. Bensenville, IL 60106
Phone: 630-350-3435 Fax: 630-594-1148
www.Bensenville.il.us

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Initial: A.L.

INVITATION TO BID

SIDEWALK REPLACEMENT PROGRAM

The Village of Bensenville will accept bids for a **“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, September 16th, 2011** 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

Corey Williamsen
Deputy Village Clerk

Initial: AJ

BID SPECIFICATIONS

Village of Bensenville, Illinois

Parkway Tree Pruning Program

PART I GENERAL SPECIFICATIONS

1. LOCATION OF THE WORK

The location of the work will be within the public rights of way on Franzen St. in the Village of Bensenville, Illinois. The estimated quantity of sidewalk is 2,875 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 current budget or until budgeted funds are depleted without prejudice to the Contract. Payment will be based on measured quantities and accepted unit prices.

Initial: Q.L.

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: g.l.

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: G.L.

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: A.L.

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, 2007 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 Public Works Director or a designated representative of the Public Work Director.

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 $\frac{1}{2}$ " (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, 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-

Initial: 08.

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 "buttered" with cement mortar after the sidewalk has been placed.

Initial: RL

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.

Initial: A.L.

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 $\frac{3}{4}$ " (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 $\frac{1}{4}$ " (one-quarter inch) per foot of width away from property line.

Initial: A.L.

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.

13. 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 DuComm 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.

14. 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.

Initial: 9.L.

BIDDER INFORMATION SHEET

NAME: (PRINT)

Adele Lampignano

SIGNATURE:

Adele Lampignano

COMPANY NAME: (PRINT)

Alamp Concrete Contractors, Inc.
1900 Wright Blvd.
Schaumburg IL 60193

TELEPHONE:

847-891-6000

FACSIMILE:

847-891-6100

EMAIL:

Jmoyer@AlampConcrete.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:
Sidewalk Replacement- Bid

The bids must be received by **10:00am on September 16th, 2011**. They will be publicly opened and read on **September 16th, 2011** 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

Initial: *g.l.*

BID SHEETS**SIDEWALK REPLACEMENT PROGRAM**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	SIDEWALK REMOVAL & REPLACEMENT	2,875	SF	\$ 5.00	\$ 14375 -
2.	DRIVEWAY REMOVAL & REPLACEMENT	10	SY	\$ 50 -	\$ 500 -
3.	DETECTABLE WARNINGS	10	EA	\$ 325 -	\$ 3250 -
4.	SOD/TOPSOIL	230	SY	\$ 3 -	\$ 690 -
TOTAL:				\$ 18,815.00	

Initial: G.L.

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 #II89-11, Rev.Stat.Section 39 S-2 (Modification #3).
- 2) Removal or Suspension of Bidders - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:
 - a) Services performed do not comply with specifications of contract with the vendor;
 - b) Work is not done within the contract's specified in the contract;
 - c) An offer is not kept firm for the length of time specified in the contract;
 - d) Contractor fails to provide performance bond when required by invitation to bid;
 - e) Contractor is found guilty of collusion;
 - f) Bankruptcy or other evidence of insolvency is found;
 - g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.
- 3) Compliance to Law -
 - a) The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or

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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.

Initial: A.L.

- 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: g.l.

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

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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: J.S.

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: A.L.

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.

Initial: A.L.

VENDOR:

Adelle Lampignano
Signature

President
Title

9-16-11
Date

Village of Bensenville:

Signature

Title

Date

Initial: JL.

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 9/7/2011

DESCRIPTION: Resolution authorizing the execution of a multi-year contract for the Parkway Tree Removal 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

DATE: 9/27/2011

BACKGROUND: The Public Works Department as part of its new Forestry Management Plan reviewed current practices and policies regarding the maintenance of our approximately 7000 parkway trees. During this review it was noted that in addition to many trees needing to be trimmed that a portion of population has started to decline and will need to be removed. Typically in the past this would have been handled on an as needed basis with no yearly removal program. Staff felt this approach was no longer satisfactory and that the department must be proactive with removals in order to ensure the safety of our residents as well as enhancing the aesthetics of our village parkways.

KEY ISSUES: A recent bid advertisement for the multi-year removal program produced the following results:

Company	Year 1	Year 2	Year 3	Year 4	TOTAL
Steve Piper & Sons, Inc. Naperville, IL	\$ 86,080.00	\$ 88,652.00	\$ 91,370.00	\$ 94,140.00	\$ 360,242.00
Dawson Tree Service, Inc. Elmhurst, IL	\$ 104,050.00	\$ 104,050.00	\$ 105,480.00	\$ 106,940.00	\$ 420,520.00
Winkler's Tree & Landscaping, Inc. LaGrange Park, IL	\$ 119,054.00	\$ 125,628.00	\$ 132,502.00	\$ 138,804.00	\$515,988.00
Kramer Tree Specialists, Inc. West Chicago, IL	\$ 173,900.00	\$ 173,900.00	\$ 176,900.00	\$176,900.00	\$ 701,600.00
Trees "R" Us, Inc. Wauconda, IL	Declined to Bid				
J.P.C. Tree Care* Aurora, IL	N/A	N/A	N/A	N/A	N/A

* Bid rejected due to lack of bid bond

ALTERNATIVES: 1. Motion to approve the Resolution
2. Discretion of the Board

RECOMMENDATION: Staff recommends approval of the removal contract with Steve Piper & Sons, Inc. of Naperville, IL as the lowest responsible bidder. Award should be for year one with automatic renewals for years two, three and four.

BUDGET IMPACT: Limited funds have been allocated in FY2011 for tree removal. Additional funds will be requested in future fiscal years as needed to fund the removal program.

ACTION REQUIRED: Motion to approve a Resolution authorizing the Village Manager to execute a purchase order and other associated documents to Steve Piper & Sons, Inc. of Naperville, IL for parkway tree removal services.

Resolution No.

**Authorizing the Execution of a Purchase Order
to Steve Piper & Sons, Inc. for the 2011-2014 Parkway Tree Removal Program**

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 Steve Piper & Sons, Inc. of Naperville, IL for parkway tree removal services for an amount not to exceed \$86,080 for an thirteen month term (09/28/2011 thru 10/31/2012) that is automatically renewed for three successive one-year terms (anticipated total cost of \$360,242), unless cancelled by the Village at least 60-days before the end of the term; and

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

APPROVED:

Frank Soto
Village President

ATTEST:

Corey Williamsen
Acting Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Village of Bensenville

Invitation to Bid with Specifications

Parkway Tree Removal Program



Bensenville Public Works
717 E. Jefferson St. Bensenville, IL 60106
Phone: 630-350-3435 Fax: 630-594-1148
www.Bensenville.il.us

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INVITATION TO BID

PARKWAY TREE REMOVAL PROGRAM

The Village of Bensenville will accept bids for a Multi-year “**Parkway Tree Removal 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 Wednesday, September 7th, 2011** at Bensenville Village Hall 12 S. Center St. The Bid must be in a sealed opaque envelope plainly marked **Tree Removal-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

Corey Williamsen
Deputy Village Clerk

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BID SPECIFICATIONS

Village of Bensenville, Illinois

Parkway Tree Removal Program

PART I GENERAL SPECIFICATIONS

1. 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.

2. BID SECURITY

2.1 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.

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

3. ADJUSTMENTS TO THE CONTRACT

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

4. PRE-WORK MEETING

Upon execution of the contract with the successful Bidder, the Village will schedule a meeting with the CONTRACTOR. In attendance shall be the CONTRACTOR'S foreman and management representative that will be working on this job. The purpose of the pre-work meeting is to review the scope of work. In addition, the Village will review, with the CONTRACTOR, the required equipment (including signs and safety equipment) personnel requirements, removal procedures, and other activities related to execution of the Contract.

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5. DAMAGES TO PROPERTY

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

5.2 The Contractor is not authorized to drive equipment on to private property without proper written authority from the property owner.

5.3 It is recommended that, for the Contractor's protection, if any damage exists before work begins (including sidewalk, driveway cracks) that the Director of Public Works or appointed representative be notified of such, prior to work beginning. Visual records (pictures) shall be taken by the contractor of any preexisting damage before work begins.

6. TIME OF COMPLETION, PENALTY, AND LIQUIDATED DAMAGES

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

6.2 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.

6.3 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.

PART II TECHNICAL SPECIFICATIONS

A) TREE REMOVALS

1. SCOPE OF THE WORK- TREE REMOVALS

1.1 The work included in this Contract shall be for the removal of those identified trees fifteen inches (15") in diameter and greater, to a point four inches (4") above the adjacent ground level (or as close as possible without damaging equipment). The work to be done will be on Village owned property within the Village of Bensenville. Removal shall include topping and other operations necessary to safely remove assigned trees. It shall further include hauling and disposing of all wood and debris and cleaning up by raking lawn areas and sweeping sidewalks,

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streets and gutters and restoring the premises to its original condition (unless otherwise specified by the Public Works Director or his designee). It is possible that we will include an alternative means to remove trees with special handling for wood reclamation.

1.2 The Village of Bensenville has yet been confirmed to have an Emerald Ash Borer infestation, however the Village is submitting samples to be tested and as such we are in the process of identifying trees for removal. The Village is seeking a contractor that has the capabilities to handle the anticipated quantities of removals once Emerald Ash Borer has been confirmed.

2. PROSECUTION OF THE WORK

2.1 All work under this Contract shall be assigned by the Public Works Supervisor by supplying the CONTRACTOR with a complete list of removals. Trees will be marked with a white circle containing an "X" on the trunk of the tree. No tree shall be removed unless it is marked and is identified on the removal list.

2.2 All work must be completed to the satisfaction of the Public Works Supervisor and any questions as to proper procedures or quality of workmanship will be resolved by same.

2.3 As a general rule, assigned trees must be removed within 14 days of their assignment (once contractor has received the list). In the case of unavoidable delays, the Village will extend the acceptable time period to a maximum of 21 days. A tree that is identified with Dutch Elm, Elm Yellows or Oak Wilt disease must be removed within seven days after notification of assignment.

2.4 Any ash tree identified for removal will be put on a separate list for billing purposes. The Village may request the contractor to cut and label branches from the removal for EAB sampling, these will be identified on the removal list.

3. REMOVAL OPERATIONS

3.1 The CONTRACTOR must use all safety devices and procedures which will conform to the ANSI Z133.1 – 2006 Arboricultural Operations- Pruning, Repairing, Maintaining and Removing Trees and for Cutting Brush and the Safety Requirements Standards or most current editions.

3.2 All parkway trees scheduled and marked for removal shall be "topped" prior to removal.

3.3 Trees marked for removal that extend through power and/or telephone wires and/or cable TV wires will require topping. It will be the CONTRACTOR'S responsibility to notify the responsible utility company and make arrangements with this utility company of the topping of these trees, so that the final removal of these trees will not be delayed.

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3.4 Ropes shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property. If any damage occurs to public or private property it will be repaired by the CONTRACTOR at the CONTRACTOR'S expense to Village satisfaction.

3.5 Except for infectious diseased trees or structurally hazardous trees, should any tree marked for removal have interesting wildlife such as owls or songbirds, the trees are to be "limbed" to ensure public safety. The remaining stem or trunk shall be removed at a later time once wildlife has vacated the tree. These trees will be identified on the removal list.

3.6 It is the responsibility of the CONTRACTOR to notify the utility company's tree pruning contractor of any extensive utility pruning that is needed. The utility company contractor must perform the work before the CONTRACTOR removes the parkway trees.

B) STUMP REMOVALS

1. SCOPE OF THE WORK- STUMP REMOVAL

1.1 Stump Grinding and Restoration - The contractor shall remove all tree stumps and buttress roots to a point 10" – 12" below the adjacent ground level. Buttress roots shall be followed out from the trunk and ground out until the portion remaining is at least 2 – 3 inches below the adjacent ground level, or is no larger than 2 inches in diameter. Additionally, the Contractor shall remove sufficient subsurface roots and soil as may be necessary to eliminate "humps" in the lawn area adjacent to the stump. The area shall then be restored with topsoil to the level of the adjacent curb and sidewalk.

1.2 Disposal of Grindings and Debris – Immediately after grinding, all grindings and debris shall be immediately removed from the curb and gutter, street, sidewalk and private property to eliminate hazards to the motoring public and pedestrians and to eliminate damage to private property. Within twenty-four hours after grinding of a tree stump and buttress roots, the contractor shall remove all stump grindings and associated debris from the site. Removal and legal disposal of debris generated by work described in this contract will be the responsibility of the Contractor. Contractor shall also remove and dispose of any flag left by utility companies who responded to J.U.L.I.E. locate requests.

1.3 Backfilling – All areas where stumps have been removed and areas disturbed by the tree removal operation including all ruts and divots caused by falling branches, shall be backfilled to the level of the adjoining grade with pulverized black dirt (top soil) the same day grindings are removed; otherwise the site shall be properly barricaded overnight to ensure the safety of the public. All holes must be filled with topsoil by the second day. The Contractor shall supply his own topsoil. All topsoil shall be screened and pulverized. Only quality top soil, free from weeds and debris shall be used. The topsoil shall be properly leveled and mechanically compacted so as to ensure a minimum amount of settlement of the backfill material. (Examples of suitable compaction methods include power rammers or down pressure on Prentice Loader clam. Examples of unacceptable methods include push/pull lawn rollers, vibratory plates and driving vehicles over topsoil.) After compaction, a final 3-4" layer of loose topsoil shall be raked level over the disturbed area. If there is more than a one day delay between the time of removal of

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grindings and refilling with soil, the disturbed areas shall be barricaded off for public safety and the Public Works Supervisor notified. Grindings (chips) and debris shall not be used as backfill material. On Fridays, Saturdays or the day before a holiday, all holes will be backfilled so as to not leave holes open over the weekend or holiday.

1.4 Seeding – All adjacent disturbed areas and areas where backfill material was installed shall be seeded. Seed needs to be lightly raked into the top soil, and applied at a rate not less than 4-5 lbs. per 1000 square feet. All seed shall be supplied by the Contractor.

1.5 Other – The Contractor must not take equipment on to private property without prior consent of the property owner. If edging materials or flowers are adjacent to the stump the following procedures must be taken: Rake and discard small stones from the area to be stumped. Move and place on private property decorative landscape features such as flagstone, landscape timbers, fencing, edging, etc. Groundcover and annual and perennial vegetation within the limits of stump removal may be destroyed unless otherwise noted on list.

2. ASSIGNMENT OF WORK

2.1. Stump removals may be accumulated for economy in scheduling. Up to ten (10) stumps would be allowed to be accumulated before stump removal operations will be required to begin (unless the removal list is smaller than 10 and two weeks has passed between lists).

2.2 As a general rule, assigned stumps must be removed within ten (10) days after the Contractor has received the stump list (weather dependent). All work must be completed to the satisfaction of the Public Works Supervisor and any questions as to proper procedures or quality of workmanship will be resolved by same.

2.3 Damages due the Owner of \$150/day may be assessed for each day the stump remains within the Village, beyond the ten (10) day completion date.

2.4 Failure to comply with the above specification as determined by the Director of Public Works or his designee shall be grounds to withhold payment and terminate contract. Payment shall not be made until work is performed to the satisfaction of the Director of Public Works or his designee.

2.5 When stump removal operations have started these stumps all must be removed within two (2) days.

2.6 Stumps removal assignments will be removed between March and November depending on weather.

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C) GENERAL PROVISIONS FOR REMOVAL AND GRINDING

1. INSPECTION

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

2. SPECIAL PROVISIONS FOR ASH WOOD

2.1 It is the responsibility of the successful bidder to provide documentation to the Village of Bensenville that a compliance agreement has been signed with the Illinois Department of Agriculture.

2.2 The contractor shall ensure that the chips produced by the chipper are no bigger than 1" X 1".

2.3 The Village may request the contractor to cut and label branches for EAB sampling.

3. MEASUREMENT (DBH)

All measurements will be made by the Director of Public Works or his designee, measuring the circumference at a point approximately 4 ½ feet above ground using a diameter tape. Measurements are made prior to pruning of the tree. Measurements will be made to the nearest tenth of an inch rounding off the nearest whole diameter inch. If there are any discrepancies those must be verified in the field by the Director of Public Works or his designee before payment is made.

Multi-stem or forked tree shall be measured 4 ½ feet above the ground and each stem will be measured separately and then added together to determine the total DBH measurement. If the tree starts to fork at 4 ½ feet above the ground, then the measurement shall be taken just below the start of the fork.

4. DEBRIS REMOVAL

4.1 The CONTRACTOR shall arrange to keep sidewalks open for traffic when possible. Signs or cones must be properly used if closing sidewalks.

4.2 All debris from tree removal operations shall be removed from the site and from the Village of Bensenville the same day it is placed. No debris is to remain in the street or on the sidewalk overnight. Under **NO** circumstances will debris be left on the parkway over the weekend unless otherwise specified by the Director of Public Works or his designee. Payment for removal and disposal of debris is to be included in the unit prices for tree removal.

Initial: _____

4.3 All applicable State and Local laws and ordinances related to the hauling, handling and disposition of such material will be followed by the CONTRACTOR.

4.4 The CONTRACTOR shall furnish a letter for each contemplated final disposal site that such site meets all state, local and Environmental Protection Agency requirements for the disposal of landscape waste.

4.5 Any change in disposal site(s) throughout the term of the Contract must have the prior written approval of the Director of Public Works or his designee and conform to all requirements stated herein.

4.6 The CONTRACTOR shall remove all surplus materials and debris from the streets as the work progresses so that the public may have the use of the street a maximum amount of time.

4.7 The CONTRACTOR shall provide proof of their IDOA compliance agreement with this bid.

4.8 It shall be necessary to rake and sweep the area after the tree has been felled, cut up, and removed. In the event that the ground is covered with snow, it shall be the CONTRACTOR'S responsibility to properly clean the area of debris after snow melt. An amount of \$1,000 will be held from the last invoice to ensure cleanup and will be paid after all cleanup is completed.

5. NOTIFICATION OF UTILITY COMPANIES

All pruning and removal work will be made on Village parkways at various addresses. It will be the CONTRACTOR'S responsibility to ensure that overhead lines are cleared by the respective agency so that the removal of these trees will not be delayed.

6. TRAFFIC CONTROL

6.1 Proper warning signs, barricades, and other protective devices shall be on hand and used by the CONTRACTOR before work may commence. These shall be in accordance with the Manual of Uniform Traffic Control Devices, e.g. Tree Trimming, One Lane Ahead, Road Closed, etc.

6.2 During tree removal, the **CONTRACTOR shall have the responsibility** to block the street (if need be) at each intersection, using proper signs and barricades to prevent any motorized vehicle from entering, with the exception of State or County highways, which will not be completely blocked off. Prior to working on County or State highways, the CONTRACTOR shall have the responsibility of notifying the Village of Bensenville Police and Bensenville Fire Protection District (630-350-3441) Coordination with the Public Works department may be necessary.

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6.3 If the street is not properly barricaded and proper signs installed when performing tree removal and pruning operations, the Village will stop work until the proper street barricading is accomplished. If this happens more than two times this can be cause for termination of contract.

6.4 The CONTRACTOR shall also be required to contact the appropriate State or County agency when engaged in removal work on their rights-of-way: flagmen will be necessary when working on main roads.

7. PEDESTRIAN SIDEWALK CONTROL

While overhead removal work is taking place, the bidder shall block off the sidewalk to pedestrian traffic immediately under the trees being trimmed.

8. EQUIPMENT

8.1 The equipment used for removal shall be of sufficient type, capacity and quantity to safely and efficiently perform the removal work as specified.

8.2 No off-street parking for equipment shall be provided by the Village of Bensenville on any of our public properties. Unless authorized by the Owner under no circumstances shall any motorized equipment be permitted to be driven on the parkways, driveways, or public walks while performing work under the provisions of this Contract. If access is needed to the parkway or private property the Contractor must first obtain permission by the property owner.

8.3 All equipment (including support equipment) to be used by the CONTRACTOR shall be listed on the CONTRACTOR'S Information Report at the time of the bid opening. All such equipment can be subject to the inspection and final approval of the Village. Such approval may require on-site demonstration of the capability of any proposed equipment to provide satisfactory performance.

9. RESTORATION

The CONTRACTOR shall take all necessary precautions to eliminate damage to the trees, grounds, driveways, streets and curbs, sidewalk, structures, and utilities on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Supervisors Office located at 717 E. Jefferson St., Bensenville, Illinois 60106, **on the day of occurrence**. Any damage shall be repaired at the CONTRACTOR'S expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Public Works Supervisor). Should the damage not be rectified within the agreed time or to the satisfaction of the Director of Public Works or his Designee, the Village can reserve the right to repair or replace that which was damaged, or assess the CONTRACTOR such costs as may be reasonable and related to damage caused by the CONTRACTOR, and deduct these costs

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from any payment due the CONTRACTOR or failure may be cause for termination of the Contract.

10. WEATHER

10.1 For the purpose of this Contract, the National Weather Service at O'Hare International Airport shall be the weather forecasting and reporting agency. Any forecast by the National Weather Service shall be deemed to extend only 12 hours into the future.

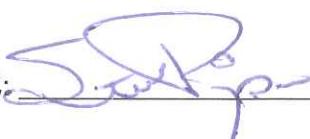
10.2 CONTRACTOR may suspend operations if weather conditions are such that pruning operations cannot be carried out in a safe and effective manner. If such suspension occurs, the CONTRACTOR shall immediately notify the Director of Public Works or his designee.

10.3 The Director of Public Works or his designee shall at their discretion have the right to order the suspension of pruning OR removal operations whenever, in his judgment, present weather conditions or impending weather conditions are such that pruning operations cannot be carried out in an effective and safe manner.

Initial: _____

BIDDER INFORMATION SHEET

NAME: (PRINT) Steve Piper

SIGNATURE: 

COMPANY NAME: (PRINT)

Steve Piper & Sons, Inc.

ADDRESS: 31W320 RamDrive
Naperville IL 60564

TELEPHONE: 630-898-6050

FACSIMILE: 630-898-6191

EMAIL: Steve@stevepiperandsons.com
Lori@stevepiperandsons.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:
Tree Removal- Bid

The bids must be received by **10:00am on September 7th, 2011**. They will be publicly opened and read on **September 7th, 2011** at **10:30am** in the Village Hall 1st Floor Conference 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: _____

BID SHEETS

PARKWAY TREE REMOVAL YEAR ONE

1. a. BIDDER will complete the Work for the following price(s) from September 28th, 2011 through October 31st, 2012:

D.B.H. SIZE CLASS	ESTIMATED NUMBER OF TREES	ESTIMATED QUANTITIES IN INCHES	COST UNIT PER INCH	TOTAL COST PER CLASS
15-23"	70	1400	\$ 15.75 / in.	\$ 22,050.00
24-35"	40	1200	\$ 22.25 / in.	\$ 26,700.00
36+"	10	400	\$ 29.25 / in.	\$ 11,700.00
Total Removal Cost				\$ 60,450.00

PARKWAY TREE REMOVAL YEAR TWO

1. b. BIDDER will complete the Work for the following price(s) from November 1st, 2012 through October 31st, 2013:

D.B.H. SIZE CLASS	ESTIMATED NUMBER OF TREES	ESTIMATED QUANTITIES IN INCHES	COST UNIT PER INCH	TOTAL COST PER CLASS
15-23"	70	1400	\$ 16.20 / in.	\$ 22,680.00
24-35"	40	1200	\$ 22.90 / in.	\$ 27,480.00
36+"	10	400	\$ 30.15 / in.	\$ 12,060.00
Total Removal Cost				\$ 62,220.00

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PARKWAY TREE REMOVAL YEAR THREE

1. c. BIDDER will complete the Work for the following price(s)
from November 1st, 2013 through October 31st, 2014:

D.B.H. SIZE CLASS	ESTIMATED NUMBER OF TREES	ESTIMATED QUANTITIES IN INCHES	COST UNIT PER INCH	TOTAL COST PER CLASS
15-23"	70	1400	\$ 16.70 / in.	\$ 23,380.00
24-35"	40	1200	\$ 23.60 / in.	\$ 28,320.00
36+"	10	400	\$ 31.05 / in.	\$ 12,420.00
Total Removal Cost				\$ 64,120.00

PARKWAY TREE REMOVAL YEAR FOUR

1. d. BIDDER will complete the Work for the following price(s)
from November 1st, 2014 through October 31st, 2015:

D.B.H. SIZE CLASS	ESTIMATED NUMBER OF TREES	ESTIMATED QUANTITIES IN INCHES	COST UNIT PER INCH	TOTAL COST PER CLASS
15-23"	70	1400	\$ 17.20 / in.	\$ 24,080.00
24-35"	40	1200	\$ 24.30 / in.	\$ 29,160.00
36+"	10	400	\$ 32.00 / in.	\$ 12,800.00
Total Removal Cost				\$ 66,040.00

TOTAL MULTI-YEAR REMOVAL COST \$ 252,830.00

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2. a. BIDDER will complete the Work for the following price(s) from **September 28th, 2011** through **October 31st, 2012**:

TIME & MATERIAL BASIS FOR AUTHORIZED EMERGENCY WORK
HOURLY RATES FOR EMERGENCY PURPOSES

JOB CLASS	LABOR REGULAR TIME	LABOR OVER TIME
FOREMAN	\$ 80.75	\$ 121.13
SKILLED LABOR	\$ 70.20	\$ 105.30
COMMON LABOR	\$ 60.85	\$ 91.28
TOTAL PER LABOR HOUR	\$ 211.80	\$ 317.71

EQUIPMENT	COST PER HOUR	EQUIPMENT SUBSTITUTION/COST
AERIAL TOWER	\$ 40.95	\$ —
CLAM	\$ 46.80	\$ —
LOG TRUCK	\$ 46.80	\$ —
CHIPPER	\$ 17.60	\$ —
CHIPPER TRUCK	\$ 17.60	\$ —
STUMPER	\$ 29.30	\$ —
SEMI	\$ 46.80	\$ —
DUMP DISPOSAL	\$ 8.85/cyd	\$ —
PICKUP TRUCK	\$ 5.90	\$ —
CRANE	\$ 106.10	\$ —

Initial: _____

2. b. BIDDER will complete the Work for the following price(s) from November 1st, 2012 through October 31st, 2013:

TIME & MATERIAL BASIS FOR AUTHORIZED EMERGENCY WORK
HOURLY RATES FOR EMERGENCY PURPOSES

JOB CLASS	LABOR REGULAR TIME	LABOR OVER TIME
FOREMAN	\$ 83.17	\$ 124.76
SKILLED LABOR	\$ 72.31	\$ 108.47
COMMON LABOR	\$ 62.68	\$ 94.02
TOTAL PER LABOR HOUR	\$ 218.16	\$ 327.25

EQUIPMENT	COST PER HOUR	EQUIPMENT SUBSTITUTION/COST
AERIAL TOWER	\$ 42.18	\$ -
CLAM	\$ 48.20	\$ -
LOG TRUCK	\$ 48.20	\$ -
CHIPPER	\$ 18.13	\$ -
CHIPPER TRUCK	\$ 18.13	\$ -
STUMPER	\$ 30.18	\$ -
SEMI	\$ 48.20	\$ -
DUMP DISPOSAL	\$ 9.12	\$ -
PICKUP TRUCK	\$ 6.08	\$ -
CRANE	\$ 109.28	\$ -

Initial: _____

2.c. BIDDER will complete the Work for the following price(s)
from November 1st , 2013 through October 31st , 2014:

**TIME & MATERIAL BASIS FOR AUTHORIZED EMERGENCY WORK
HOURLY RATES FOR EMERGENCY PURPOSES**

JOB CLASS	LABOR REGULAR TIME	LABOR OVER TIME
FOREMAN	\$ 85.67	\$ 128.51
SKILLED LABOR	\$ 74.48	\$ 111.72
COMMON LABOR	\$ 64.56	\$ 96.84
TOTAL PER LABOR HOUR	\$ 224.71	\$ 337.07

EQUIPMENT	COST PER HOUR	EQUIPMENT SUBSTITUTION/COST
AERIAL TOWER	\$ 43.45	\$ -
CLAM	\$ 49.65	\$ -
LOG TRUCK	\$ 49.65	\$ -
CHIPPER	\$ 18.67	\$ -
CHIPPER TRUCK	\$ 18.67	\$ -
STUMPER	\$ 31.09	\$ -
SEMI	\$ 49.65	\$ -
DUMP DISPOSAL	\$ 9.39	\$ -
PICKUP TRUCK	\$ 6.26	\$ -
CRANE	\$ 112.56	\$ -

Initial: _____

2.d. BIDDER will complete the Work for the following price(s)
from November 1st, 2014 through October 31st, 2015:

TIME & MATERIAL BASIS FOR AUTHORIZED EMERGENCY WORK
HOURLY RATES FOR EMERGENCY PURPOSES

JOB CLASS	LABOR REGULAR TIME	LABOR OVER TIME
FOREMAN	\$ 88.24	\$ 132.36
SKILLED LABOR	\$ 76.71	\$ 115.07
COMMON LABOR	\$ 66.50	\$ 99.75
TOTAL PER LABOR HOUR	\$ 231.45	\$ 347.18

EQUIPMENT	COST PER HOUR	EQUIPMENT SUBSTITUTION/COST
AERIAL TOWER	\$ 44.75	\$ -
CLAM	\$ 51.14	\$ -
LOG TRUCK	\$ 51.14	\$ -
CHIPPER	\$ 19.23	\$ -
CHIPPER TRUCK	\$ 19.23	\$ -
STUMPER	\$ 32.02	\$ -
SEMI	\$ 51.14	\$ -
DUMP DISPOSAL	\$ 9.67	\$ -
PICKUP TRUCK	\$ 6.45	\$ -
CRANE	\$ 115.94	\$ -

Initial: _____

PARKWAY STUMP REMOVAL YEAR ONE

3. a. BIDDER will complete the Work for the following price(s) from **September 28th, 2011** through **October 31st, 2012**

D.B.H. SIZE CLASS	ESTIMATED NUMBER OF STUMPS	ESTIMATED QUANTITIES IN INCHES	COST UNIT PRICE PER INCH	TOTAL COST
15-23"	80	1600	\$ 7.30 / in.	\$ 11,680.00
24" & greater	50	1500	\$ 9.30 / in.	\$ 13,950.00
<i>Total Removal Cost : \$25,630.00</i>				

PARKWAY STUMP REMOVAL YEAR TWO

3. b. BIDDER will complete the Work for the following price(s) from **November 1st, 2012** through **October 31st, 2013**

D.B.H. SIZE CLASS	ESTIMATED NUMBER OF STUMPS	ESTIMATED QUANTITIES IN INCHES	COST UNIT PRICE PER INCH	TOTAL COST
15-23"	80	1600	\$ 7.52 / in.	\$ 12,032.00
24" & greater	50	1500	\$ 9.60 / in.	\$ 14,400.00
<i>TOTAL REMOVAL COST \$26,432.00</i>				

PARKWAY STUMP REMOVAL YEAR THREE

3. c. BIDDER will complete the Work for the following price(s) from **November 1st, 2013** through **October 31st, 2014** (year three)

D.B.H. SIZE CLASS	ESTIMATED NUMBER OF STUMPS	ESTIMATED QUANTITIES IN INCHES	COST UNIT PRICE PER INCH	TOTAL COST
15-23"	80	1600	\$ 7.75 / in.	\$ 12,400.00
24" & greater	50	1500	\$ 9.90 / in.	\$ 14,850.00
<i>TOTAL REMOVAL COST \$27,250.00</i>				

Initial: _____

PARKWAY STUMP REMOVAL YEAR FOUR

3. d. BIDDER will complete the Work for the following price(s) from November 1st, 2014 through October 31st, 2015

D.B.H. SIZE CLASS	ESTIMATED NUMBER OF STUMPS	ESTIMATED QUANTITIES IN INCHES	COST UNIT PRICE PER INCH	TOTAL COST
15-23"	80	1600	\$ 8. ⁰⁰ / in.	\$ 12,800. ⁰⁰
24" & greater	50	1500	\$ 10. ²⁰ / in.	\$ 15,300. ⁰⁰
TOTAL REMOVAL COST				\$ 28,100. ⁰⁰

TOTAL MULTI-YEAR STUMP REMOVAL AND RESTORATION COST \$ 107,412.⁰⁰

EMERGENCY WORK

Labor Definitions shall be classified as follows:

- A. Common Labor - This classification describes labor having minimal skills and used in ground operations such as loading trucks, cutting limbs on the ground, operating chipper, raking and cleaning up area.
- B. Skilled Labor - This classification describes labor proficient in the proper pruning of trees, with at least 2 years of experience using an aerial tower truck or by rope and saddle. There will be no training of contractor's employees on Village of Bensenville trees.
- C. Foreman - This person must be an *International Society of Arboriculture Certified Arborist*. This person shall have responsibility for participating in the work, giving directions, making decisions, and assuming responsibility for all work completed at all times during pruning operation by the CONTRACTOR. Each foreman shall be fluent in English and be authorized by the CONTRACTOR to accept and act upon all directives issued by the Director of Public works or his designee.

1. NEED & RESPONSE

Throughout the term of the contract it may become necessary for the CONTRACTOR to assist the Village in providing emergency tree services. The CONTRACTOR shall provide telephone numbers at which it can be reached on a 24 hour emergency basis. When severe winds, ice, storms, or other conditions require emergency assistance, the CONTRACTOR shall respond and commence work within six hours of receiving the emergency request notification. The CONTRACTOR shall provide emergency assistance in the manner as set forth by the Director of Public Works and/or the Public Works Supervisor.

2. EQUIPMENT

When the request for emergency assistance has been issued, the CONTRACTOR must be able to furnish, as a minimum, the following quantity and types of equipment:

- A. 1 Aerial Tower
- B. 1 Clam
- C. 2 Chippers
- D. 2 Chipper Trucks
- E. 1 Stumper

3. PERSONNEL

The Director of Public Works or his designee will determine the number of crews required for emergency work.

4. RECORDS

4.1 All emergency assistance work orders shall be originated by the Director of Public Works or his designee. Completed work orders shall be returned to the Director of Public Works or his designee and shall indicate the date, time and location at which the emergency assistance was given, the name, classification, and hours worked of each employee and the description and hours worked of each major piece of equipment used in performing the work.

Initial: _____

4.2 When engaged in providing emergency assistance, the CONTRACTOR shall provide daily records of the hours worked for all equipment and personnel. The daily work records shall be signed by the Foreman and approved by the Director of Public Works or his designee. All daily records shall be submitted in triplicate with the following distribution:

- a. **Original** copy to be submitted with periodic invoice;
- b. **Second** copy to be retained by the CONTRACTOR for files;
- c. **Third** copy to be given to the Public Works Supervisor after his verification that the work has been performed.

5. MEASUREMENT & PAYMENT

5.1 The payment for services rendered under emergency assistance shall be made for only those hours actually worked in giving assistance. No allowances will be given for travel time to and from the work site.

5.2 Payment for work accomplished shall be made at the hourly labor rate for each labor classification as set forth in the Proposal. Payment for equipment rental shall be made only at the equipment rental rate as set forth in the Proposal.

5.3 If the CONTRACTOR proposes to use the equipment that is different or in addition to that indicated in the Proposal, the hourly equipment rental rates for said equipment are to be indicated on a separate rate schedule and attached to the Proposal. Rates for additional equipment acquired by the CONTRACTOR after award of contract will be negotiated between the CONTRACTOR and the Village.

5.4 The hourly labor rates as bid for each labor classification in the Proposal shall include all labor costs, fringe benefits, insurance, pension, overhead, and profit as required by the CONTRACTOR and shall include the furnishing of all hand tools, chain saws, miscellaneous equipment and fuel for these tools. Payment for equipment rental rates shall include all costs of ownership, operation, insurance, and costs of transporting the equipment to and from the work site.

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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 #II89-11, Rev.Stat.Section 39 S-2 (Modification #3).
- 2) Removal or Suspension of Bidders - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:
 - a) Services performed do not comply with specifications of contract with the vendor;
 - b) Work is not done within the contract's specified in the contract;
 - c) An offer is not kept firm for the length of time specified in the contract;
 - d) Contractor fails to provide performance bond when required by invitation to bid;
 - e) Contractor is found guilty of collusion;
 - f) Bankruptcy or other evidence of insolvency is found;
 - g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.
- 3) Compliance to Law -
 - a) The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or

any other local governing agencies which may in any manner affect the preparation of proposal or the performance of this contract.

b) All merchandise or commodities must conform to all standards and regulations as set forth under the Occupation Safety Health Administration (O.S.H.A.)

CONDITIONS FOR BIDDING

- 1) Bid Definitions -
 - a) Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work / specifications, the bid price form and the proposed contract documents including addenda issued prior to receipt of bids.
 - b) Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.
- 2) Bid Price Form - Shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked "Tree Removal - BID".
- 3) Late Bids - Formal bids received after specified bid opening time will not be considered and will be returned unopened.
- 4) Withdrawal of Bids - A written request for withdrawal is required and must be received before bid opening. After bid opening, bids become a legal document and an integral part of the bid and shall not be withdrawn. Such requests are to be directed to the attention of the Deputy Village Clerk, telephone number (630) 350-3404.
- 5) Examination of Bidding Documents - Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (10) days prior to bid due date, notify the Village Clerk who will, if necessary, send written addenda to all bidders. The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.
- 6) Mistake in Bid and Bid Changes - No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.

- 7) Bid Binding - Unless otherwise specified, all bids shall be binding for Ninety (90) days following the bid opening date.
- 8) Changes in Contract Documents - Changes or corrections may be made by the Village in contract documents after they have been issued by the Village to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. Except in unusual cases, addenda will be issued to each of the bidders at least four (4) days prior to date established for receipt of bids.
- 9) Response to Invitations - Contractors who are unable to bid or do not desire will provide a letter of explanation and return the bid form. Contractors who fail to respond on two (2) successive bids will be removed from the qualified bidder's list.
- 10) Bid Attachments - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.
- 11) Bidder's Competence - The Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the bidder shall submit to the Village a properly executed Contractor's Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.
- 12) Bid Opening - At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.
- 13) Bid Award - The bidder acknowledges the right of the Village to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different bidders or all items to a single bidder (to accept, split, and or reject part(s) of any of all bids). In addition, the bidder recognizes the right of the Village to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

AWARD OR REJECTION OF BIDS

- 1) Award or Rejection - Contracts are awarded to the lowest, most responsible bidder. In determining the responsibility of a bidder, the following are taken into consideration:
 - a) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - b) The current, uncompleted work in which a contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
 - c) The financial resources of the bidder;
 - d) Cash discounts offered;
 - e) Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price therefore, is to be taken into consideration, and a

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

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

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

C) Deductibles and Self-Insured Retentions

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

D) Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

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

(2) Workers' Compensation and Employers' Liability Coverage

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

(3) All Coverages

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

E) Acceptability of Insurers

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

F) Verification of Coverage

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

G) Subcontractors

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

H) Assumption of Liability

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

I) Indemnity/Hold Harmless Provision

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

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

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

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

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

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

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

9) **Alternate Materials and Equipment** - Where specifications read "or approved equal", contractor shall direct a written description to the Public Works Director for approval, as set forth herein below. Generally, where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that specification or equal, or item that will perform a comparable function and be equal thereto to fill the needs of the Village, unless "No Substitutes" is specified. When offering alternatives, they must be identified by brand name and catalog number; in addition, the manufacturer's literature shall be included with the bid. However, bidders will be required to furnish samples upon request and without charge to the Village.

10) **Bidder's Access to Procurement Information** - All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.

11) **Acceptance** - Contracted work will be considered accepted when final payment is made.

12) **Payment** -

a) For services of merchandise ordered by purchase order, payment will be made to a vendor provided and service or merchandise has been properly tendered to and accepted by the Village. Payment by check to a vendor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 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:



Signature

President

Title

9/6/11

Date

Village of Bensenville:

Signature

Title

Date

Initial: _____

Lori Mantuano 197-116
*Steve Piper & Sons, Inc. 31W320 Ramm Dr.
Naperville IL 60564 630-898-6050
Lori@stevepiperandsons.com
DuPage County
Will

Illinois Department of Agriculture
5 EMERALD ASH BORER COMPLIANCE AGREEMENT

Steve Piper & Sons, Inc. Contact Name: Mr./Ms. Lori MANTUANO
Mailing Address: Street 31W320 Ramm Dr City/Town Naperville State IL Zip code 60564
Telephone: 630-898-6050 Fax: 630-898-6191 E-mail: Lori@stevepiperandsons.com
County Will

Disposal or Processing Yard Location (if different than mailing address above): Street Same as above
City/Town Naperville IL Zip code 60564 County Will

Applicable to State of Illinois Interior State Quarantine(s) for the Emerald Ash Borer (*Agrilus planipennis*)
Pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.)

I acknowledge State and Federal regulations governing the Emerald Ash Borer (EAB), quarantine zone boundaries, and "regulated articles"*. When working within and near EAB quarantine zone(s), I agree to supply records that may be required for inspection. I agree to comply with the procedures listed below in this agreement and with any other procedures required by the Director of the Illinois Department of Agriculture, as follows:

1. Regulated articles shall not be moved out of established quarantine zone(s) at any time unless: a) the regulated articles have been chipped/processed to a size measuring less than 1.0 inch in two dimensions; b) the bark and outer 1/2 inch of sapwood of regulated articles has been completely removed; or c) the regulated articles, including firewood, have been treated to meet USDA-APHIS-PPQ standards for Kiln Sterilization (T404-b-4), Heat Treatment (T314-a), or Fumigation Treatment (T404-b-1-1);
2. From May 1 to September 1, all regulated articles originating from within the EAB quarantine zone and leaving any municipality or township of their origin shall only be transported within the EAB quarantine zone in an enclosed vehicle or a vehicle completely enclosed by a covering, such as canvas, plastic or tightly woven cloth, adequate to prevent the passage of the Emerald Ash Borer to the environment;
3. Any and all persons or entities transferring possession of regulated articles within the EAB quarantine zone to another person or entity shall inform the person or entity taking possession of the regulated article, either verbally or in writing, that the said regulated articles are subject to State and Federal quarantine regulations;
4. Employers shall inform their employees about the EAB quarantine regulations, including EAB quarantine zone boundaries, instruct employees how to identify the EAB and its signs, and require a copy of this compliance agreement to be carried by employees working in the State of Illinois; and
5. The Illinois Department of Agriculture shall be informed of any suspected EAB infestation(s).

**"Regulated Articles" are hereby defined as the following:

- 1) The Emerald Ash Borer (*Agrilus planipennis* Fairmaire) in any living stage of development;
- 2) Ash trees (*Fraxinus spp.*) of any size;
- 3) Ash limbs and branches;
- 4) Any cut non-coniferous, hardwood firewood;
- 5) Bark from ash trees and wood chips larger than one inch in two dimensions from ash trees;
- 6) Ash logs and lumber with either the bark or the outer one-half-inch of sapwood or both, attached;
- 7) Any item made from or containing the wood of the ash tree which is capable of spreading the emerald ash borer;
- 8) Any other article, product, or means of conveyance when it is determined by the Director of Agriculture that it presents the risk of spread of the Emerald Ash Borer in any stage of development.

Affixing of the signatures below will validate this agreement which shall remain in effect until cancelled. This document may be revised as necessary, or revoked for noncompliance, by the
Illinois Department of Agriculture.

Signature/Title

Lori A. Mantuano

Date Signed

1/5/10

State Agency Official Signature

Julian H. Hunninghous

Compliance Agreement No: 197-116

Illinois Department of Agriculture
2280 Bethany Road, Suite B
DeKalb, Illinois 60115
Phone: 815-787-5476
Fax: 815-787-5488



Illinois Department of Agriculture
P.O. Box 19281
Springfield, Illinois 62794-9281
Phone: 217-785-2427
Fax 217-524-4882

One original signed agreement to be maintained at the Illinois Dept. of Agriculture and a second original signed agreement to be maintained at the company office. For up-to-date information on EAB please go to: www.IllinoisEAB.com or www.state.il.us/EAB.
[11/23/2009, EABComplianceAgreementVI.doc]

VILLAGE OF BENSENVILLE

TYPE: Discussion and Resolution **SUBMITTED BY:** Gary Thorsen **DATE:** Sept. 27, 2011

- **DESCRIPTION:** Resolution requesting the execution of a contract with DualTemp Companies for the removal and the rebuilding of the heat exchanger at the Edge I ice rink facility

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input type="checkbox"/>	Financially Sound Village
<input checked="" 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

COMMITTEE ACTION: Recreation & Community Building

DATE: Sept. 27, 2011

BACKGROUND:

- Proposals for replacement of the heat exchanger were requested from three sources in which two responded and one declined.
- This is the original heat exchanger which puts it at about 15yrs old, normal life approx. 12yrs.

Attached:

- **DualTemp Companies Proposal:** remove and replace heat exchanger \$10,454.80
- **Cimco Refrigeration of Louisville KY:** heat exchanger \$7,449.00, remove and replace. I estimate 16hrs at \$136.00 an hr. total \$2,176.00, transportation to and from approx. \$500.00, room and board approx. \$400.00 for a total of \$10,525.00.
- **Ice Builders Inc. of New York:** declined to quote the project
- **Diagram:** showing heat exchanger coming off compressor, which uses heat from the compressor to warm the brine, then traveling through the snow pit melting the snow coming from the resurfacing of ice, continuing on under the slab of the rink warming the ground keeping the permafrost from heaving and cracking the slab.

KEY ISSUES:

- **Replacing the heat exchanger:**
 1. Enables the proper disposal of the snow that comes from the resurfacing of the ice which occurs approximately 10 times a day on average.
 2. Most importantly keeping the permafrost from heaving up the ice surface (slab) cracking it and resulting in a major expense

ALTERNATIVES:

- Not to replace heat exchanger would prohibit the melting of the snow coming from the resurfacing of the ice and keeping the permafrost from heaving the ice surface (slab) and cause cracking.

RECOMMENDATION:

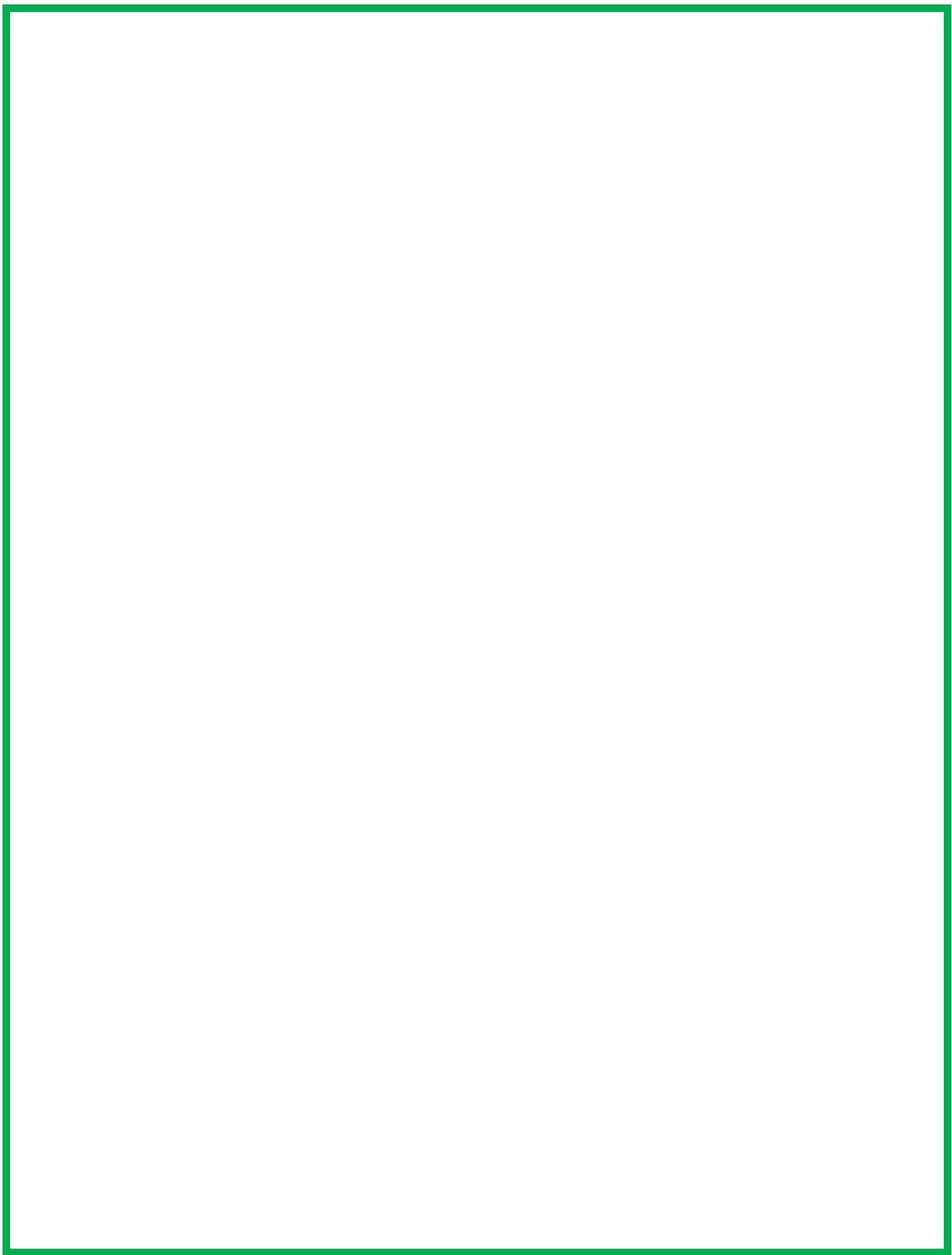
- Due to the estimated costs of paying for installation, transportation, room and board with Cimco Refrigeration and they are not a local installer, staff recommends approval of a resolution executing a contract with DualTemp Companies for the removal and replacement of the heat exchanger at the Edge I ice rink for the not to exceed amount of \$10,454.80

BUDGET IMPACT:

- This expense is within budget in account number 11070740-594000 repair maintenance machinery and equipment.

ACTION REQUIRED:

- This is a time sensitive issue and Board action on approval of resolution is needed





DualTemp Companies

DUALTEMP OF ILLINOIS, INC.
DUALTEMP WISCONSIN
DUALTEMP INSTALLATIONS, INC.
REFRIGERATION PRODUCT SALES
SPUR ELECTRIC

CORPORATE OFFICES:
4301 SOUTH PACKERS AVENUE
CHICAGO, ILLINOIS 60609
PHONE 773•254•9800
FAX 773•254•9840

Refrigeration Design | Construction | Controls | Parts & Service

September 15, 2011

Edge Ice Arena
545 John Street
Bensenville, IL 60106

Attn: Bill Moreth

Re: Snow Pit Heat Exchanger

Dear Bill

Dual Temp Companies is pleased to quote you on the removal of the snowmelt heat exchanger to have new tubes installed, included in the pricing is the installation of a discharge gas regulator to prevent high-pressure gas from entering the heat exchanger and causing tube erosion and installation of the heat exchanger.

• Total Cost Labor.....	\$5,246.80
• Total Cost Material.....	\$904.00
• Estimated Cost Retube.....	\$4,304.00
• Total Cost.....	\$10,454.80

Turnaround time for above 2 to 3 weeks

Note:

Heat ex-changer pricing based on tube sheet heads being sound and useable, above pricing valid for 30 days, due to fluctuations on the material (tubes) for the heat ex-changer.

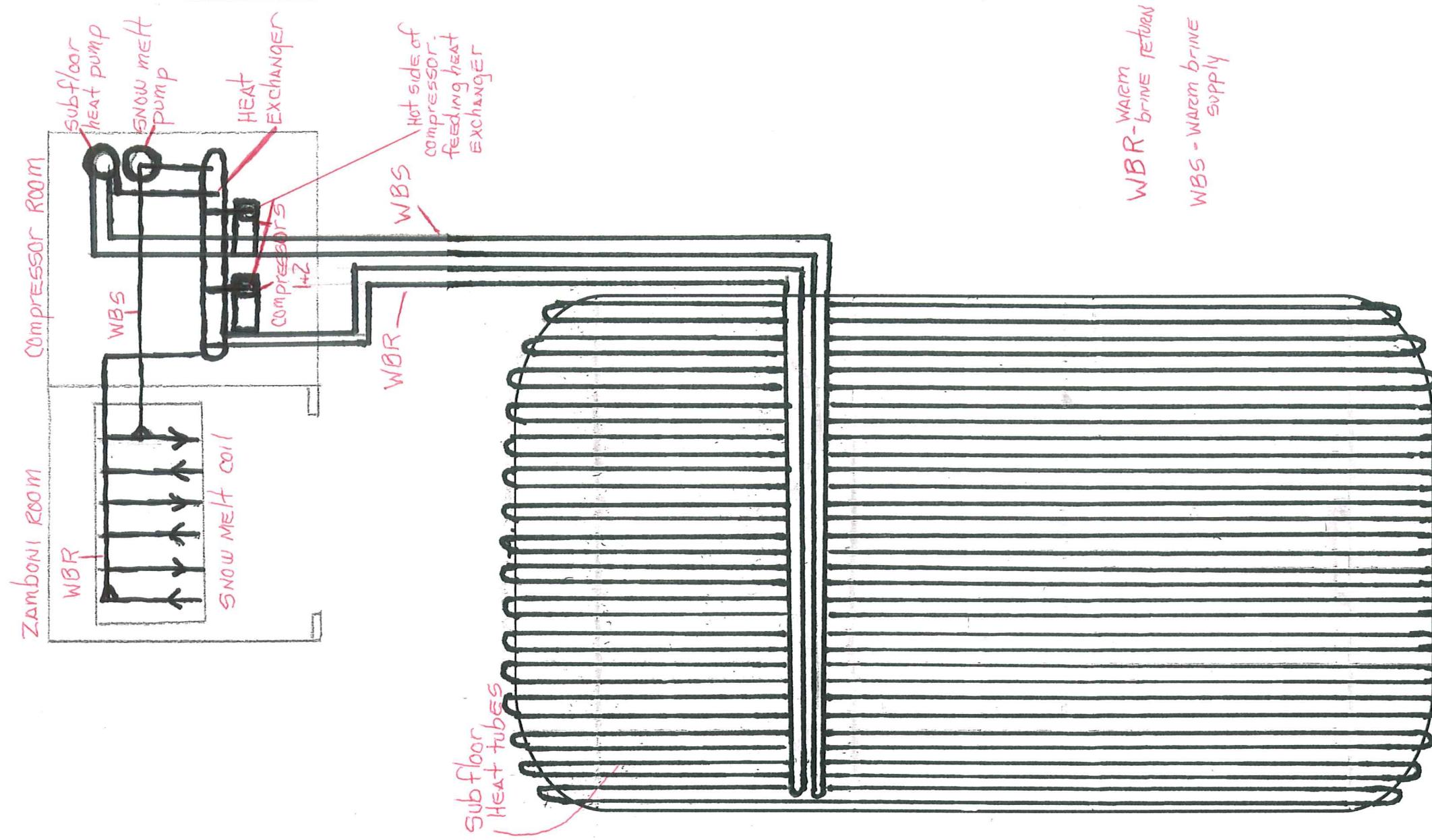
Thank you in your continued trust in choosing Dual Temp Companies to assist you in your refrigeration needs. If you have any questions or need further assistance please do not hesitate to contact me.

Thank You

Dual Temp Companies

Wayne A. Porensen

Corporate Service Sales
Ph: 773-254-9800 ext: 129
Cell: 773-848-5498
Fax: 773-254-9898



This is our quote for a replacement heat exchanger which is:

- Henry Technologies
- Model # CA-09096-100
- Serial # 0240832A-1

Your replacement cost is----\$7,449----which includes heat exchanger, duty, and freight to your facility.

Installation and any applicable taxes are extra.

Thanks for working with us at Cimco Refrigeration.

Rick Vowels

Account Manager

Cimco Refrigeration

926 Woodland Heights Dr

Louisville, KY 40245

502-263-9262 (cell)

502-253-9778 (fax)

r vowels@toromont.com (e-mail)

www.cimcorefrigeration.com (website)

Resolution No. R-

Authorizing Execution of a Purchase Order with
DualTemp Companies

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

That the Village Manager is authorized to execute a purchase order in an amount not to exceed \$10,454.80.00 with DualTemp Companies to remove the existing heat exchanger rebuild and reinstall the heat exchanger at the Edge I ice rink facility. The Village Manager is authorized to execute such internal administrative documents, if any, as necessary.

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

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

APPROVED:

Frank Soto
Village President

ATTEST

Corey Williamson
Acting Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

RESOLUTION NO._____

**A RESOLUTION APPROVING THE APPOINTMENT OF MIKE MORUZZI AS
CHAIRMAN OF THE COMMUNITY DEVELOPMENT COMMISSION**

WHEREAS, Section 2-1-4 of the Bensenville Village Code provides that the Chairman of the Community Development Commission shall be appointed by the Village President with the advice and consent of the Village Board of Trustees; and,

WHEREAS, Village President Soto has nominated Mike Moruzzi for appointment as Chairman of the Community Development Commission; and,

WHEREAS, the Village Board of Trustees has considered said nomination and approves of the same.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, that the appointment of Mike Moruzzi as Chairman of the Community Development Commission is hereby approved.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 27th day of September 2011.

APPROVED:

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

RESOLUTION NO. ____

**A RESOLUTION GRANTING THE ADVICE AND CONSENT TO
THE PRESIDENTS APPOINTMENT OF JOSEPH PISANO TO THE
COMMUNITY DEVELOPMENT COMMISSION**

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

WHEREAS, there exists a vacancy in membership on the Village's Community Development Commission; and

WHEREAS, the President has recommended the appointment of Joseph Pisano to fill the vacancy for a term which commenced on May 1, 2011, and terminates on April 30, 2012; and

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

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

SECTION 1. The recitals set forth above are hereby incorporated herein by reference and made part hereof.

SECTION 2. Joseph Pisano hereby appointed to fill a term of office commencing on September 27, 2011, and ending on April 30, 2012.

SECTION 3. The Village Clerk is directed to properly designate the Resolution in the offices of the Village and to maintain a list of all appointments to Village Boards and Commissions.

SECTION 4. The Resolution shall be effective immediately upon its passage and approval, as provided for by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 27th day of September 2011.

APPROVED:

Frank Soto, Village President

ATTEST:

Corey Williamsen, Deputy Village Clerk

Ayes: _____

Nays: _____

Absent: _____

RESOLUTION NO.

**A RESOLUTION APPOINTING ROBERT RIDDER AS A TRUSTEE TO THE
BENSENVILLE FIRE PROTECTION DISTRICT #2**

WHEREAS, on or about January 1, 2007, the Bensenville Fire Protection District #2 (“District”) was constituted pursuant to the Fire Protection District Act (“Act”) (70 ILCS 705/0.01); and

WHEREAS, Section 4 of the Act provides that a Board of Trustees consisting of three (3) members shall govern and control the affairs and business of the District; and

WHEREAS, by the virtue of Section 4 of the Act, the governing board of the Village of Bensenville (“Village”) shall, from time-to-time, appoint Trustee of the District; and

WHEREAS, the Village has previously appointed three (3) Trustees for the District to serve for terms of one (1), two (2) and three (3) years; and

WHEREAS, with the exception of the initial staggered terms for the Trustees, a Trustee shall hereinafter serve a three (3) year term; and

WHEREAS, George Freda was appointed as a Trustee for the District for a term of three (3) years, which terminated on April 30, 2010; and

WHEREAS, George Freda has continued to serve as a Trustee for the District; and

WHEREAS, the Village appreciates the service of George Freda as a Trustee for the District; and

WHEREAS, there currently exists a need for the Village to fill the position of Trustee for the District; and

WHEREAS, the Village seeks to appoint an individual to fill the position on the Board of Trustees for the District who is qualified to serve in that capacity; and

WHEREAS, the Village hereby finds and determines that Robert Ridder is qualified to serve as a Trustee for the District.

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

SECTION ONE: That pursuant to Section 4(a)(2) of the Act, the Board of Trustees of the Village of Bensenville hereby appoints Robert Ridder as a Trustee for the Bensenville Fire Protection District #2.

SECTION TWO: That pursuant to Section 4(a) of the Act, Robert Ridder shall be appointed to an existing three year term, and his appoint shall begin on September 27, 2011 and expire on April 30, 2013.

SECTION THREE: That the Board of Trustees of the Village of Bensenville hereby find and determine that Robert Ridder shall post a bond for the performance of the office of Trustee for the Fire Protection District.

SECTION FOUR: That this resolution shall be effective immediately upon its passage.

ADOPTED AND APPROVED by the President and the Board of Trustees of the Village of Bensenville, Illinois, on the 27th day September 2011.

APPROVED:

Frank Soto, Village President

ATTEST:

Corey Williamsen, Deputy Village Clerk

Ayes: _____

Nays: _____

Absent _____

RESOLUTION NO.

**A RESOLUTION APPOINTING CHARLES RIZZO AS A TRUSTEE TO THE
BENSENVILLE FIRE PROTECTION DISTRICT #2**

WHEREAS, on or about January 1, 2007, the Bensenville Fire Protection District #2 (“District”) was constituted pursuant to the Fire Protection District Act (“Act”) (70 ILCS 705/0.01); and

WHEREAS, Section 4 of the Act provides that a Board of Trustees consisting of three (3) members shall govern and control the affairs and business of the District; and

WHEREAS, by the virtue of Section 4 of the Act, the governing board of the Village of Bensenville (“Village”) shall, from time-to-time, appoint Trustee of the District; and

WHEREAS, the Village has previously appointed three (3) Trustees for the District to serve for terms of one (1), two (2) and three (3) years; and

WHEREAS, with the exception of the initial staggered terms for the Trustees, a Trustee shall hereinafter serve a three (3) year term; and

WHEREAS, Bob Strandt was previously appointed as a Trustee for the District for a term of three (3) years expiring on April 30, 2009; and

WHEREAS, Bob Strandt has continued to serve as a Trustee for the District; and

WHEREAS, the Village seeks to appoint an individual to fill the vacancy on the Board of Trustee for the District who is best qualified to hold such position; and

WHEREAS, the Village hereby finds and determines that Charles Rizzo is qualified to serve as a Trustee for the District.

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

SECTION ONE: That pursuant to Section 4(a)(2) of the Act, the Board of Trustees of the Village of Bensenville hereby appoint Charles Rizzo as a Trustee for the Bensenville Fire Protection District #2.

SECTION TWO: That pursuant to Section 4(a) of the Act, Charles Rizzo pursuant to Section 4(a) of the Act, Charles Rizzo shall be appointed to an existing three year term, and his appointment shall begin on September 27, 2011 and expire on April 30, 2012.

SECTION THREE: That the Board of Trustees of the Village of Bensenville hereby find and determine that Charles Rizzo shall post a bond for the performance of the office of Trustee for the Fire Protection District.

SECTION FOUR: That this resolution shall be effective immediately upon its passage.

ADOPTED AND APPROVED by the President and the Board of Trustees of the Village of Bensenville, Illinois, on the 27th day of September, 2011.

APPROVED:

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

Ayes: _____

Nays: _____

Absent _____

RESOLUTION NO._____

**A RESOLUTION GRANTING THE ADVICE AND CONSENT TO
THE PRESIDENT'S APPOINTMENT OF ANYE WHYTE TO THE
BOARD OF POLICE COMMISSION**

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

WHEREAS, there exists an expired term in the membership of the Village's Board of Police Commission; and

WHEREAS, the President has recommended the re-appointment of Anye Whyte to fill the term which commenced on May 1, 2011 and terminates on April 30, 2014; and

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

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

SECTION 1. The recitals set forth above are hereby incorporated herein by reference and made part hereof.

SECTION 2. Anye Whyte is hereby appointed to fill a term of office commencing on September 27, 2011 and ending on April 30, 2014.

SECTION 3. The Village Clerk if directed to properly designate the Resolution in the office of the Village and to maintain a list of all appointments to the Village Boards and Commissions.

SECTION 4. The Resolution shall be effective immediately upon passage and approval, as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 27th day of September, 2011.

APPROVED:

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION NO._____

**A RESOLUTION GRANTING THE ADVICE AND CONSENT TO
THE PRESIDENT'S APPOINTMENT OF LUIS RIVAS TO THE
BOARD OF POLICE COMMISSION**

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

WHEREAS, there exists an expired term in the membership of the Village's Board of Police Commission; and

WHEREAS, the President has recommended the re-appointment of Luis Rivas to fill the term which commenced on May 1, 2010 and terminates on April 30, 2013; and

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

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

SECTION 1. The recitals set forth above are hereby incorporated herein by reference and made part hereof.

SECTION 2. Luis Rivas is hereby appointed to fill a term of office commencing on September 27, 2011 and ending on April 30, 2013.

SECTION 3. The Village Clerk if directed to properly designate the Resolution in the office of the Village and to maintain a list of all appointments to the Village Boards and Commissions.

SECTION 4. The Resolution shall be effective immediately upon passage and approval, as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 27th day of September, 2011.

APPROVED:

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE: Motion **SUBMITTED BY:** Dan Di Santo **DATE:** September 22, 2011

DESCRIPTION: Approve the questions on the 2011 Village of Bensenville Community Survey and authorize staff to conduct the survey.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: AF&L

DATE: 09/27/11

BACKGROUND:

Conducting a community survey is listed as a "High Priority" policy action to *Enrich the Lives of Village Residents* in the 2011 Village Strategic Plan. On August 9, 2011 the Village Board adopted Resolution 83-2011, approving the execution of a contract with ETC Institute to conduct a community survey. The purpose of conducting a community survey is to gauge the level of resident satisfaction with municipal services and can be used for determining and justifying the allocation of resources. Periodic community surveys also reveal opinion trends and measure the effectiveness of changes in local government policy. In addition, Bensenville survey results can be compared to national survey data.

Following Board approval of the questions, ETC Institute will work with staff to finalize and conduct the survey. Next steps include adding a cover letter from the Village President that includes a statement in Polish and Spanish notifying residents of their option to phone-in or complete their responses online. An additional Spanish-translated survey will also be included in the mailing. The survey will then be mailed to 1,800 random residences, including multi-family properties. Following the survey, ETC will compile the results and present the data to the Village Board before the end of the year.

KEY ISSUES:

The attached survey was drafted by staff with input from Department Directors. The survey is at its maximum length allowable, so any added questions should be accompanied by elimination of others. Due to the length requirements, proposed survey questions were selected to ensure crucial business needs were addressed, while other "nice to know" datum points were eliminated.

ALTERNATIVES:

1. Amend the proposed survey; and
2. Discretion of the Board.

RECOMMENDATION:

Staff recommends Board review and approval of the attached survey questions at the September 27, 2011 AF&L Committee and Village Board meetings.

BUDGET IMPACT:

On August 9, 2011 the Village Board approved Resolution 83-2011 authorizing the expenditure of \$21,350 to ETC Institute to conduct the survey.

ACTION REQUIRED:

Approve the questions on the 2011 Village of Bensenville Community Survey and authorize staff to conduct the survey.

2011 Village of Bensenville Citizen Survey – Draft 1

Please take a few minutes to complete this survey. Your input is an important part of the Village's on-going effort to involve citizens in long-range planning and investment decisions. If you have questions please call **Dan Di Santo** in the Village Manager's Office at **630-350-3400**.

OVERALL VILLAGE SERVICES

1. Please rate your overall satisfaction with major services provided by the Bensenville on a scale of 1 to 5 where 5 means "very satisfied" and 1 means, "very dissatisfied."

<i>How Satisfied Are You With:</i>	<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A. Overall quality of services provided by the Village of Bensenville	5	4	3	2	1	9
B. Overall quality of customer service you receive from Village employees	5	4	3	2	1	9
C. Overall maintenance of Village streets	5	4	3	2	1	9
D. Overall maintenance of Village buildings and facilities	5	4	3	2	1	9
E. Overall flow of traffic and congestion management in the Village	5	4	3	2	1	9
F. Overall effectiveness of Village communication with the public	5	4	3	2	1	9
G. Overall value that you receive for your Village tax dollars and fees	5	4	3	2	1	9
H. Overall management of Village finances	5	4	3	2	1	9
I. Overall efforts of the Village for emergency preparedness	5	4	3	2	1	9

2. Which **THREE** of the Overall Village Services listed above do you think should receive the most emphasis from Village leaders over the next two years? [Write in the letters below using the letters from the list in Question #1 above].

1st: _____ 2nd: _____ 3rd: _____

3. Using a scale of 1 to 5 where 5 means "excellent" and 1 means "poor," please rate the Village of Bensenville with regard to the following:

	<i>Excellent</i>	<i>Good</i>	<i>Neutral</i>	<i>Below Average</i>	<i>Poor</i>	<i>Don't Know</i>
A. As a place to live	5	4	3	2	1	9
B. As a place to raise children	5	4	3	2	1	9
C. As a place to work	5	4	3	2	1	9
D. As a place to retire	5	4	3	2	1	9
E. As a place for a single adult (age 18-35)	5	4	3	2	1	9
F. As a place for play & leisure	5	4	3	2	1	9

4. Would you recommend to a friend to live in Bensenville?

____(1) Yes ____(2) No

5. Would you recommend to a friend to locate their business in Bensenville?

____(1) Yes ____(2) No

OVERALL PERCEPTION OF THE VILLAGE

6. Using a scale of 1 to 5 where 5 means “excellent” and 1 means “poor,” please rate the Village of Bensenville with regard to the following:

		Excellent	Good	Neutral	Below Average	Poor	Don't Know
A.	Overall image of the Village	5	4	3	2	1	9
B.	Overall quality of life in the Village	5	4	3	2	1	9
C.	Overall feeling of safety in the Village	5	4	3	2	1	9
D.	Quality of new development in the Village	5	4	3	2	1	9
E.	Overall maintenance of private property	5	4	3	2	1	9
F.	Overall maintenance of public property	5	4	3	2	1	9
G.	Availability of affordable housing	5	4	3	2	1	9
H.	Acceptance of diverse populations	5	4	3	2	1	9
I.	Job availability	5	4	3	2	1	9
J.	Access to health care facilities	5	4	3	2	1	9
K.	Access to religious institutions	5	4	3	2	1	9
L.	Overall quality of public schools	5	4	3	2	1	9
M.	Overall quality of library services	5	4	3	2	1	9
N.	Overall quality of parks and recreation	5	4	3	2	1	9
O.	Access to quality shopping facilities	5	4	3	2	1	9
P.	Access to restaurants and entertainment	5	4	3	2	1	9
Q.	Availability of cultural activities and the arts	5	4	3	2	1	9
R.	Availability of transportation options	5	4	3	2	1	9

7. Please review the list of Village goals below. Which of the following goals do you believe to be the most important, second most important and third most important for Bensenville at the present time?

- A. Financially sound Village
- B. Quality customer oriented services
- C. Safe and beautiful Village
- D. Enrich the lives of the residents
- E. Major business/corporate center
- F. Vibrant major corridors

1st: _____ 2nd: _____ 3rd: _____

8. If you have dealt directly with Village staff within the last 12 months, please rate your satisfaction with the interaction on a scale of 1-5 where 5 means “excellent” and 1 means “poor”:

		Excellent	Good	Neutral	Below Average	Poor	Don't Know
A.	Promptness of service	5	4	3	2	1	9
B.	Politeness and respect	5	4	3	2	1	9
C.	Fair treatment	5	4	3	2	1	9

9. The Mission of the Village Government is to be financially sound and provide customer friendly services of the highest quality. Based on this mission, do you believe the Village is headed in the right direction?

____(1) Yes ____(2) No

PUBLIC SAFETY AND EMERGENCY SERVICES

10. Using a scale of 1 to 5 where 5 means “very safe” and 1 means “very unsafe,” please rate how safe you feel in the following situations:

<i>How safe do you feel in:</i>		<i>Very Safe</i>	<i>Safe</i>	<i>Neutral</i>	<i>Unsafe</i>	<i>Very Unsafe</i>	<i>Don't Know</i>
A.	Your neighborhood during the day	5	4	3	2	1	9
B.	Your neighborhood during the night	5	4	3	2	1	9
C.	In downtown Bensenville	5	4	3	2	1	9
D.	In other commercial areas	5	4	3	2	1	9

11. For each of the following, please rate your satisfaction with each item on a scale of 1 to 5 where 5 means “very satisfied” and 1 means “very dissatisfied.”

<i>How Satisfied Are You With:</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A.	Overall quality of local police protection	5	4	3	2	1	9
B.	The visibility of police in neighborhoods	5	4	3	2	1	9
C.	The visibility of police in commercial areas	5	4	3	2	1	9
D.	How quickly police respond to vehicle accidents	5	4	3	2	1	9
E.	The Village's efforts to prevent crime	5	4	3	2	1	9
F.	How quickly police respond to emergencies	5	4	3	2	1	9
G.	Enforcement of local traffic laws	5	4	3	2	1	9
H.	Overall quality of local fire protection	5	4	3	2	1	9
I.	Quality of local ambulance service	5	4	3	2	1	9
J.	Quality of animal control	5	4	3	2	1	9
K.	Enforcement of speed limits in neighborhoods	5	4	3	2	1	9

12. Which THREE of the Public Safety and Emergency Services listed above do you think should receive the most emphasis from Village leaders over the next two years? [Write in the letters below using the letters from Question #8 above].

1st. _____ 2nd. _____ 3rd. _____

13. Please check the following as they relate to you:

Police Program

Yes, I am Aware of:

Yes, a Family member Has participated:

- Neighborhood Watch
- Business Watch
- Green Teen Zone teen center
- Knock Around Crime
- Police Neighborhood Resource Center
- Lights On After School
- National Night Out

<input type="checkbox"/>	<input type="checkbox"/>

COMMUNITY AND ECONOMIC DEVELOPMENT

14. If you have participated in any of the following Village processes in the past twelve months, please rate your satisfaction on a scale of 1-5 where 5 means “excellent” and 1 means “poor”:

		<i>Excellent</i>	<i>Good</i>	<i>Neutral</i>	<i>Below Average</i>	<i>Poor</i>	<i>Don't Know</i>
A.	Building permit process	5	4	3	2	1	9
B.	Conditional Use Permit process	5	4	3	2	1	9
C.	Variance process	5	4	3	2	1	9
D.	Inspection process	5	4	3	2	1	9

15. Expansion of the Elgin-O'Hare Expressway and Western Access and a Western Terminal to O'Hare Airport would bring economic development opportunities to the Village. What type of development would you most like to see added to the community? (check all that you would like)

- (1) Housing
- (2) Senior housing
- (3) Retail
- (4) Medical facilities
- (5) Industrial
- (6) Restaurants
- (7) Entertainment
- (8) Office
- (9) Services
- (10) Hotels
- (11) Other (please specify) _____

RECREATION SERVICES

16. Please check the following as they relate to you:

Recreational Program

Yes, I am Aware of:

Yes, a Family member Has utilized:

- Redmond Recreational Complex
- Edge Ice Arena
- Water's Edge Aquatic Center
- Bensenville Theatre
- Holiday Family Tree Lighting Event
- Music in the Park
- 4th of July Events
(Fireworks, festival, and/or parade)

<input type="checkbox"/>	<input type="checkbox"/>

17. For each of the following, please rate your satisfaction with each item on a scale of 1 to 5 where 5 means “very satisfied” and 1 means “very dissatisfied.”

How Satisfied Are You With:		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A.	Quality of Redmond Recreational Complex	5	4	3	2	1	9
B.	Quality of Edge Ice Arena	5	4	3	2	1	9
C.	Quality of The Water's Edge Aquatic Center	5	4	3	2	1	9
D.	Quality of Bensenville Theatre	5	4	3	2	1	9
E.	Overall quality of Village special events and festivals	5	4	3	2	1	9
F.	Quality of Holiday Family Tree Lighting event	5	4	3	2	1	9
G.	Quality of Music in the Park events	5	4	3	2	1	9
H.	Quality of 4 th of July Events (fireworks, festival, and/or parade)	5	4	3	2	1	9

COMMUNICATION

18. For each of the following, please rate your satisfaction with each item on a scale of 1 to 5 where 5 means “very satisfied” and 1 means “very dissatisfied.”

How Satisfied Are You With:		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
A.	Availability of information about Village programs and services	5	4	3	2	1	9
B.	Efforts to keep you informed about local issues/events	5	4	3	2	1	9
C.	How open the Village is to public involvement and input	5	4	3	2	1	9
D.	The quality of programming on <i>Spotlight on Bensenville</i> on Cable TV	5	4	3	2	1	9
E.	The quality of the Village's website (www.bensenville.il.us)	5	4	3	2	1	9
F.	Bensenville eNews updates	5	4	3	2	1	9
G.	The <i>Bensenville Vision</i> Newsletter	5	4	3	2	1	9
H.	The <i>Bensenville Community News</i> Newsletter	5	4	3	2	1	9
I.	Transparency of the Village government	5	4	3	2	1	9

19. Which of the following are your primary sources of information about Village issues, services, and events? (check all that apply)

<input type="checkbox"/> (1) Newspapers	<input type="checkbox"/> (8) <i>Bensenville Community News</i> Newsletter
<input type="checkbox"/> (2) Television news	<input type="checkbox"/> (9) Radio
<input type="checkbox"/> (3) Internet	<input type="checkbox"/> (10) Cable TV – <i>Spotlight on Bensenville</i>
<input type="checkbox"/> (4) eNews	<input type="checkbox"/> (11) Word of mouth
<input type="checkbox"/> (5) Government access channel	<input type="checkbox"/> (10) Social Media (which ones) _____
<input type="checkbox"/> (6) Village website	<input type="checkbox"/> (11) Other: _____
<input type="checkbox"/> (7) <i>Bensenville Vision</i> Newsletter	

20. Do you have access to the internet at home?

____(1) Yes ____(2)

PUBLIC WORKS

21. For each of the following, please rate your satisfaction with each item on a scale of 1 to 5 where 5 means “very satisfied” and 1 means “very dissatisfied.”

<i>How Satisfied Are You With:</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A.	Maintenance of major streets	5	4	3	2	1	9
B.	Maintenance of neighborhood streets	5	4	3	2	1	9
C.	Maintenance of street signs/pavement markings	5	4	3	2	1	9
D.	Maintenance/preservation of downtown	5	4	3	2	1	9
E.	Overall cleanliness of streets	5	4	3	2	1	9
F.	Adequacy of street lighting	5	4	3	2	1	9
G.	Condition of sidewalks	5	4	3	2	1	9
H.	Overall quality of the stormwater management/flood control system	5	4	3	2	1	9
I.	Overall quality of snow/ice removal	5	4	3	2	1	9
J.	Mosquito abatement	5	4	3	2	1	9
K.	Water quality	5	4	3	2	1	9
L.	Overall quality of sanitary/waste water services	5	4	3	2	1	9
M.	Quality of landscaping in medians	5	4	3	2	1	9
N.	Quality of landscaping in parkways	5	4	3	2	1	9
O.	Overall quality of the urban forest	5	4	3	2	1	9

22. Which **THREE** of the **Public Works** service listed above do you think should receive the most emphasis from Village leaders over the next two years? [Write in the letters below using the letters from the list in Question #24 above.]

1st: _____ 2nd: _____ 3rd: _____

23. For each of the following, please rate your satisfaction with each item on a scale of 1 to 5 where 5 means “very satisfied” and 1 means “very dissatisfied.”

<i>How Satisfied Are You With:</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A.	Residential trash collection services	5	4	3	2	1	9
B.	Brush removal services	5	4	3	2	1	9
C.	Leaf collection	5	4	3	2	1	9
D.	Residential recycling service	5	4	3	2	1	9
E.	Dead animal removal	5	4	3	2	1	9

TRANSPORTATION

24. For each of the following, please rate your satisfaction with each item on a scale of 1 to 5 where 5 means “very satisfied” and 1 means “very dissatisfied.”

<i>How Satisfied Are You With:</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A.	How well the traffic signal system provides for efficient traffic flow	5	4	3	2	1	9
B.	The quality of transit (train, bus) in Bensenville	5	4	3	2	1	9
C.	The ease of walking or biking in Bensenville	5	4	3	2	1	9
D.	Availability of sidewalks in the Village	5	4	3	2	1	9
E.	Ease of north-south travel	5	4	3	2	1	9
F.	Ease of east-west travel	5	4	3	2	1	9

25. Do you regularly use the Metra train service?

(1) Yes (Go to Q25a) (2) No (Go to Q26)

25a. (If yes) What is the primary reason for taking the train?

- (1) To go to and from work
- (2) To go to and from shopping
- (3) To go to and from medical appointments
- (4) To go to and from social activities
- (5) To go to and from school

26. Do you regularly use the Pace Dial-A-Bus transit service?

(1) Yes (Go to Q26a) (2) No (Go to Q27)

30. (If yes) What is the primary reason for taking the bus?

- (1) To go to and from work
- (2) To go to and from shopping
- (3) To go to and from medical appointments
- (4) To go to and from social activities
- (5) To go to and from school

27. Do you believe the Village should subsidize public transit?

(1) Yes (2) No

FINANCES

28. If the Village were to require an increase in revenue to sustain services, how should the following be prioritized for raising revenue? [Please write-in 1 – 5 with 1 meaning top priority and 5 meaning lowest priority]

- a. Property tax
- b. Charges for service (permits, licenses, fees, etc.)
- c. Sales tax
- d. Utility rates
- e. Other (please specify) _____

29. Do you currently pay Village utility bills online?

(1) Yes (2) No

30. Do you desire to make more Village transactions online?

(1) Yes (2) No

31. Would you support the efforts of the Village to pursue a referendum question to switch your energy supply company if it would guarantee savings on your energy bill? In this scenario, ComEd would still provide outage response, customer service and billing.

(1) Yes (2) No

DEMOGRAPHICS

32. Approximately how many years have you lived in the Village of Bensenville?

(1) Less than 5 years (3) 11-20 years
 (2) 5-10 years (4) More than 20 years

33. What is your age?

(1) Under 25
 (2) 25 to 34
 (3) 35 to 44
 (4) 45 to 54
 (5) 55 to 64
 (6) 65+

34. Are you or other members of your household of Hispanic or Latino ancestry?

(1) Yes (2) No

35. Which of the following best describes your race?

(1) African American/Black
 (2) American Indian or Alaska Native
 (3) Asian, Hawaiian or Other Pacific Islander
 (4) White
 (5) Other: _____

36. Do you speak Spanish?

(1) Yes (2) No

37. Do you speak Polish?

(1) Yes (2) No

38. Which of the following best describes your current employment status?

(1) employed outside the home –

What is the ZIP CODE where you work? _____

(2) employed in the home/have a home-based business
 (3) student
 (4) retired
 (5) not currently employed outside the home

39. Your gender: _____ (1) Male _____ (2) Female

This concludes the survey. Thank you for your time!

Please Return Your Completed Survey in the Enclosed Postage Paid Envelope Addressed to:
ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain Completely Confidential. The information printed on the sticker to the right will ONLY be used to help identify which areas of the Village are having problems with village services. If your address is not correct, please provide the correct information. Thank you.

TYPE: Resolution **SUBMITTED BY:** Village President **DATE:** September 22, 2011

DESCRIPTION: Approve a Resolution prohibiting out-of-state travel for the Board of Trustees and Village Clerk and adopting a corresponding exception procedure.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **Approved by AF&L (vote 5-1)**

DATE: **09/20/11**

BACKGROUND:

On September 20, 2011 the AF&L Committee considered a proposed out-of-state travel policy for the Village Board of Trustees. Following a discussion of the draft policy, the Village Board voted (5-1) to prohibit out-of-state travel for the Village Board of Trustees and Village Clerk and approved a corresponding exception procedure.

KEY ISSUES:

The attached Resolution prohibits Board of Trustee and Village Clerk out-of-state travel. The Resolution also adopts an attached "Exception Procedure for Board of Trustees and Village Clerk Out-of-State Travel" which includes the following:

1. Justification for the travel and expenses in a written report and oral presentation to the Board in advance of approval;
2. A written report and oral presentation following the travel to identify the direct benefits to the Village Government; and
3. Reimbursement process following Federal guidelines and including an outline of authorized expenses, e.g., airfare, hotel, mileage, food per diem, etc.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

Approve the attached Resolution.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approve a Resolution prohibiting out-of-state travel for the Board of Trustees and Village Clerk and adopting a corresponding exception procedure.

RESOLUTION NO. R-

**A RESOLUTION PROHIBITING OUT-OF-STATE TRAVEL FOR THE BOARD OF
TRUSTEES AND VILLAGE CLERK AND
ADOPTING A CORRESPONDING EXCEPTION PROCEDURE**

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

WHEREAS, the VILLAGE is empowered to adopt certain policies and permit certain exceptions in furtherance of their role as stewards of the taxpayer dollar; and

WHEREAS, the VILLAGE authorizes the Village President and staff to travel out-of-state for conferences, training and business meetings that may be necessary in order to achieve the Mission of the Village Government and its Strategic Planning Goals; and

WHEREAS, the VILLAGE does not permit out-of-state travel for members of the Village Board or the Village Clerk; and

WHEREAS, the VILLAGE recognizes in certain situations, travel by members of the Village Board or Village Clerk may also benefit the organization and community; and

WHEREAS, the VILLAGE desires to define an exception procedure to allow Village of Bensenville funds to pay for out-of-state travel for members of the Board of Trustees and Village Clerk.

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

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

SECTION TWO: Out-of-State travel by the Village Board of Trustees and the Village Clerk is hereby prohibited.

SECTION TWO: The Village Board of Trustees is hereby authorized to approve an exception procedure to authorize Trustee and Village Clerk travel reimbursement in accordance with the "Exception Procedure for Board of Trustees and Village Clerk Out-of-State Travel" attached hereto and incorporated herein by reference as Exhibit "A."

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

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

APPROVED:

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

Ayes: _____

Nays: _____

Absent: _____

Village of Bensenville Exception Procedure for Board of Trustees and Village Clerk Out-of-State Travel

PURPOSE

The Village of Bensenville authorizes the Village President and staff to travel out-of-state for conferences, training and business meetings that may be necessary in order to achieve the Mission of the Village Government and its Strategic Planning Goals. Out-of-state travel for members of the Village Board and the Village Clerk is not permitted. However, the Village of Bensenville recognizes that in certain situations, travel by members of the Village Board and the Village Clerk may also benefit the organization and community. As such, the purpose of this exception procedure is to define the process to allow Village of Bensenville funds to pay for out-of-state travel for members of the Board of Trustees and the Village Clerk.

JUSTIFICATION

Trustee travel reimbursement shall be approved as an exception by the Village Board and Village Clerk. In advance of registration, the requesting Trustee or Village Clerk shall prepare a written justification to the Village Board, outlining how the meeting/conference/training program will benefit the organization or community. The justification should also articulate the requesting Trustees or Village Clerk's unique qualifications or expertise in the subject area or issue being presented at the program. The written request shall include a detailed itinerary of the activities to be performed during the travel and the full costs associated with the request. The written justification and reimbursement request shall be submitted to the Village Manager and placed on a Board of Trustees Meeting agenda. The requesting Trustee or Village Clerk shall provide an oral presentation justifying their request to the Board. Following the presentation, a majority of the Trustees present at the meeting, exclusive of the requesting Trustee, shall vote to authorize the out-of-state travel request.

REPORTING

If a Trustee or the Village Clerk receives authorization for out-of-state travel, within 30 days of their return the Trustee or Village Clerk shall file a written report identifying the direct benefits received by the Village Government from the travel. This after-travel report shall also be placed on a Board of Trustees Meeting agenda and be presented orally by the Trustee or Village Clerk.

REIMBURSEMENT

In order to qualify for travel reimbursement of any kind, the travelling Trustee or Village Clerk must have participated in the entire event at which they were authorized to attend. All expenses ancillary to any conference or training registration fees (i.e. mileage reimbursement, airplane ticket, hotel reservation, food per diem, etc.) shall be approved by the Board of Trustees prior to the travel following the guidelines attached. In general, expenses should only be incurred that are reasonable and necessary for the reason for travel. Where applicable, IRS rates will apply for mileage reimbursement and USGSA rates will be given for per diems. Per diem worksheets shall be completed and approved as part of the written request to the board. Original, itemized receipts and documentation must be provided with the after-travel report for all requested reimbursements. Unless otherwise approved by the Village Manager, ticketing and accommodations shall be coordinated by staff.

Village of Bensenville - Board of Trustees Out-of-State Travel Policy

Reimbursement Guidelines

Eligible Expense Reimbursement

1. Mileage reimbursement to and from the airport or destination (if driving personal vehicle);
2. Airport parking costs;
3. Necessary tolls; and
4. Taxi, shuttle, or bus fare from the airport to and from the hotel and conference or event.

Expenses NOT Reimbursable

1. Rental cars;
2. Additional costs incurred while an elected official is not participating in the authorized conference or event, e.g. sightseeing, shopping, golfing, etc.;
3. Additional costs for friends, family, or other non-Village officials;
4. Hotel amenities such as in-room service, movies, or laundry;
5. Alcohol and entertainment; and
6. Additional costs if the Trustee or Village Clerk stays beyond dates of the conference or event (however airfare costs will be reimbursed if cheaper rate).

PROCLAMATION

WHEREAS, the service rendered the United States by the American Mother is the greatest source of the Country's strength and inspiration; and

WHEREAS, we honor ourselves and the mothers of America when we revere and give emphasis to the home as the fountainhead of the State; and

WHEREAS, the American Mother is doing so much for the home and for the moral and spiritual uplift of the people of the United States and hence so much for good government and humanity; and,

WHEREAS, the American Gold Star Mothers suffered the supreme sacrifice of motherhood in the loss of their sons and daughters in World Wars; and

WHEREAS, we will forever be grateful for our Gold Star Mothers who have given so much for our safety and freedom in the great nation and the Village of Bensenville; and

WHEREAS, we acknowledge the need to remain a united nation of strength, endurance and perseverance;

NOW, THEREFORE, I, Frank Soto, President of the Village of Bensenville, do hereby proclaim the week of September 19 through September 25, 2011, as

GOLD STAR MOTHERS WEEK IN HONOR OF PFC. SHAWN EDWARDS AND PFC. DAWID PIETRIEK

For the citizens of Bensenville, and encourage the citizens to display the flag as a public expression of the love, sorrow and reverence of the people of Bensenville for the American Gold Star Mothers.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Bensenville to be affixed this 19th day of September of the year of our Lord two thousand eleven.

Corey Williamsen
Deputy Village Clerk

Frank Soto
Village President