



VILLAGE OF BENSENVILLE

Village Board

President
Frank Soto

Trustees

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

Village Clerk

Susan Janowiak

Village Manager

Michael Cassady

- 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
March 12, 2013
- VI. WARRANT – April 2, 2013 #13/06 \$4,509,982.02

VII. CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”

1. *Ordinance Granting Approval of a Conditional Use Permit to Allow Food Processing at 454 Country Club Drive, Gage Foods*
2. *Ordinance Granting Approval of a Conditional Use Permit to Allow a Church and Religious Institution at 631 N. Illinois Route 83, Logos Evangelical Seminary*
3. *Ordinance Granting Approval of a Conditional Use Permit to Allow Major and Minor Motor Vehicle Repair (Major and Minor) at 1085 South Entry Drive, Quality Auto Restoration*
4. *Ordinance Granting a Request for a Variance to Allow an Accessory Structure (Guard Shack) in the Required 25 Foot Yard at the Property Commonly Known as 800 Supreme Drive, US Foods*
5. *Ordinance Granting Request for a Sign Variance to Allow for Additional Signage for 1108 South York Road, Tint World*
6. *Resolution of the Village of Bensenville Accepting the “Final Comprehensive Economic Development Strategy”*
7. *Resolution Authorizing an Amendment to the Application Service Provider Agreement with Tyler Technologies, Inc.*

8. *Resolution Authorizing the Execution of a Purchase Order and Agreement with St. Albin Nursery and Landscaping, Inc. for the 2013 Parkway Tree Planting Program in the Not to Exceed Amount of \$37,000*
9. *Resolution Authorizing the Execution of a Contract with Larry Roesch Ford of Bensenville, IL for the Purchase of Three (3) Police Vehicles in the Not to Exceed Amount of \$108,802*
10. *Resolution Authorizing the Execution of a Contract with O'Leary's Equipment for a Purchase of a Concrete Saw in the Not to Exceed Amount of \$25,251.70*
11. *Resolution Authorizing the Execution of a Contract with Utility Services Inc. for the Purchase and Installation of Water Distribution System Tank Mixer in the Not to Exceed Amount of \$94,850*
12. *Approval of Multiple Ordinances and Resolution Associated with an Agreement with IDOT for Participation in the Intersection Improvements of Illinois Route 19 at York Road that will Include Enhanced Streetscape and Utility Relocations*
 - A. *Resolution Authorizing the Village of Bensenville to Enter Into an Agreement with the State of Illinois Department of Transportation Concerning Road Improvements to IL Route 19*
 - B. *Resolution Authorizing the Appropriation of Funds in Fiscal Year 2014 for the Improvement of IL Route 19*
 - C. *Ordinance Restricting Parking Along IL Route 19 Within the Village of Bensenville*
 - D. *Ordinance Prohibiting the Discharge of Sanitary and Industrial Waste into Any Storm Sewer or Drainage Facility Constructed as a Part of the IL Route 19- FAU 1321 Improvement*
 - E. *Ordinance Prohibiting Encroachments Within the State of Illinois Right of Way Along FAU 1321- IL Route 19*

VIII. REPORTS OF STANDING COMMITTEES

- A. Community and Economic Development Committee – No Report
- B. Infrastructure and Environment Committee
 1. *Resolution Authorizing the Execution of a Contract with Larry Roesch Ford of Bensenville, IL for the Purchase of Two (2) 2013 Ford Fusion Hybrid Vehicles in the Not to Exceed Amount of \$52,600*
 2. *Resolution to Reject Bids for the Purchase of a New Aerial Bucket Truck*
 3. *Resolution to Reject Bids for the Purchase of a New Double Drum Roller*

- C. Administration, Finance and Legislation Committee
 - 1. *Ordinance Approving an Amendment to the Budget to Increase Current Number of Sergeant Positions*
- D. Public Safety Committee – No Report
- E. Recreation and Community Building Committee – No Report
- F. Technology Committee – No Report

IX. REPORTS OF VILLAGE OFFICERS:

- A. PRESIDENT'S REMARKS:
 - 1. *State of the Village*
 - 2. *Proclamation of Recognition – Gladys Veldhuizen*
 - 3. *Proclamation of Recognition – Todd Radek*
 - 4. *Proclamation of Recognition – Marty Hernandez*
 - 5. *Airport Watch Program Participants Recognition*

- 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
March 12, 2013

CALL TO ORDER: 1. President Soto called the meeting to order at 6:35 p.m.

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

Bartlett, Jarecki, O'Connell, Peconio, Ridder

Absent: Wesseler

A quorum was present.

President Soto requested to move the ComEd Annual Report presentation to the beginning of the meeting. There were no objections from the Village Board.

Mr. David A. Bonoma, External Affairs Director for ComEd and Ms. Bonita M. Parker, External Affairs Manager for ComEd presented to the Village Board ComEd's Annual Report and shared future projects with the Village Board.

PUBLIC COMMENT:

Terry Ryan and Laura Wassigner – Bensenville Art Council

Ms. Ryan and Ms. Wassigner presented to the Village Board information regarding the Bensenville Young Musicians Mentor Band. Ms. Ryan stated the Bensenville Art Council is seeking donations of \$500 from each Taxing Body to help fund the Bensenville Young Musicians Mentor Band.

Motion:

Trustee Ridder made a motion to direct Staff to amend the budget and donate \$500 to the Bensenville Young Musician Mentor Band on behalf of the Village of Bensenville. Trustee Bartlett seconded the motion.

ROLL CALL:

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

NAYS: None

All were in favor. Motion carried.

Minutes of the Village Board Meeting
March 12, 2013 Page 2

President Soto and Trustee Ridder also announced they would each personally donate \$100 to the Bensenville Youth Musician Mentor Band Program.

Janet Luby – 284 East Jefferson Street

Ms. Luby addressed the Village Board asking if the Village provided a service to assist Residents in shredding large amounts of paper. President Soto stated the Village currently does not have such a service and asked Staff to explore the possibility and keep in touch with Ms. Luby.

Charles Rizzo – Bensenville Chamber of Commerce

Mr. Rizzo addressed the Village Board regarding an article he had read in a local newspaper.

**APPROVAL OF
MINUTES:**

3. The February 26, 2013 Village Board Meeting minutes were presented.

Motion:

Trustee Bartlett made a motion to approve the minutes as presented. Trustee Jarecki seconded the motion.

All were in favor. Motion carried.

**WARRANT NO.
13/05:**

4. President Soto presented **Warrant No. 13/05** in the amount of \$690,979.33.

Motion:

Trustee O'Connell made a motion to approve the warrant as presented. Trustee Bartlett seconded the motion.

Trustee Bartlett asked for clarification of the \$7,205.00 payment to Odelson & Sterk, LTD. Village Manager, Michael Cassady stated the charges were in regards to the Attorney cost associated with the Electoral Board Hearings.

ROLL CALL:

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

NAYS: None

All were in favor. Motion carried.

Minutes of the Village Board Meeting
March 12, 2013 Page 3

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

All were in favor. Motion carried.

**Ordinance No.
11-2013:**

An Ordinance Amending Title 12 Telecommunications of the Village Code to Clarify Financial Obligations of Telecommunications Funds. (Consent Agenda)

**Resolution No.
R-19-2013:**

A Resolution Approving the Execution of a License Agreement with Sidera Networks, LLC Pursuant to Title 12 – Telecommunications of the Bensenville Village Code. (Consent Agenda)

**Resolution No.
R-20-2013:**

A Resolution Concerning the Determination of the Bensenville Village Board that Change Order Number Four (Final – Phase I) With the Joint Venture of A-Lamp Concrete Contractors/ John Neri Construction Company Resulting in a Decrease of \$823,545.80 is Required for the North Business District Reconstruction Project for a Revised Contract Cost of \$10,703,163.96. (Consent Agenda)

**Resolution No.
R-21-2013:**

A Resolution Authorizing the Execution of Amendment #1 to the Engineering Services Agreement with Civiltech Engineering, Inc. for the Northern Business District Reconstruction Project in the Amount of \$86,783. (Consent Agenda)

**Resolution No.
R-22-2013:**

A Resolution Authorizing the Execution of Amendment #2 to the Engineering Services Agreement with Civiltech Engineering, Inc. for the Northern Business District Reconstruction Project in the Amount of \$591,853. (Consent Agenda)

**Resolution No.
R-23-2013:**

A Resolution Concerning the Determination of the Bensenville Village Board that Change Order Number One (Final) With Vian Construction Company, Inc. For an Increase of \$74,427.34 is Required for the County Line Road Watermain Replacement Project for a Revised and Final Contract Cost of \$370,645.94. (Consent Agenda)

Resolution No.

R-24-2013:

A Resolution Authorizing the Execution of a Contract with HD Supply Waterworks, LTD. for the Water Meter Replacement Program in the Amount of \$2,303,651.70. (Consent Agenda)

Motion:

Trustee Bartlett made a motion to approve the Consent Agenda as presented and approve the HD Supply Waterworks LTD Contract subject to Attorney Review. Trustee Ridder seconded the motion.

ROLL CALL:

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No
12-2013:**

6. President Soto gave the summarization of the action contemplated in **Ordinance No. 12-2013** entitled **An Ordinance of the Village of Bensenville, Illinois, Authorizing the Acquisition of Parcels Commonly Known as "10 North Center Street and 111 West Main Street" for Corporate Purposes.**

Motion:

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

ROLL CALL:

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

NAYS: None

All were in favor. Motion carried.

**Resolution No
R-25-2013:**

7. President Soto gave the summarization of the action contemplated in **Resolution No. R-25-2013** entitled **A Resolution Authorizing the Village of Bensenville to Enter Into an Agreement with the State of Illinois Department of Transportation Concerning Road Improvements to Illinois Route 83 (IDOT Contract 60V54).**

Motion:

Trustee Bartlett made a motion to approve the resolution as presented. Trustee Ridder seconded the motion.

ROLL CALL:

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

NAYS: None

All were in favor. Motion carried.

Resolution No

R-26-2013:

8. President Soto gave the summarization of the action contemplated in **Resolution No. R-26-2013 entitled A Resolution Authorizing the Appropriation of Funds in the Fiscal Year 2013 for the Improvement of Illinois Route 83 (IDOT Contract 60V54).**

Motion:

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

ROLL CALL:

AYES: President Soto, Bartlett, Jarecki, O'Connell, Peconio, Ridder

NAYS: None

All were in favor. Motion carried.

Ordinance No

13-2013:

9. President Soto gave the summarization of the action contemplated in **Ordinance No. 13-2013 entitled An Ordinance Restricting Parking Along Illinois Route 83 Within the Village of Bensenville (IDOT Contract 60V54).**

Motion:

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

ROLL CALL:

AYES: President Soto, Bartlett, Jarecki, O'Connell, Peconio, Ridder

NAYS: None

All were in favor. Motion carried.

Ordinance No

14-2013:

10. President Soto gave the summarization of the action contemplated in **Ordinance No. 14-2013 entitled An Ordinance Prohibiting the Discharge of Sanitary and Industrial Waste Into Any Storm Sewer or Drainage Facility Constructed as a Part of the Illinois Route 83 – FAP344 Improvement (IDOT Contract 60V54).**

Motion:

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

ROLL CALL:

AYES: President Soto, Bartlett, Jarecki, O'Connell, Peconio, Ridder

NAYS: None

All were in favor. Motion carried.

Minutes of the Village Board Meeting
March 12, 2013 Page 6

**Ordinance No
15-2013:**

11. President Soto gave the summarization of the action contemplated in **Ordinance No. 14-2013 entitled An Ordinance Prohibiting Encroachments Within the State of Illinois Right of Way Along Illinois Route 83 – FAP344 (IDOT Contract 60V54).**

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

ROLL CALL: AYES: President Soto, Bartlett, Jarecki, O'Connell, Peconio, Ridder
NAYS: None

All were in favor. Motion carried.

**Resolution No
R-27-2013:**

12. President Soto gave the summarization of the action contemplated in **Resolution No. R-27-2013 entitled A Resolution Authorizing the Village of Bensenville to Enter Into an Agreement with the State of Illinois Department of Transportation Concerning Road Improvements to Illinois Route 83 (IDOT Contract 60N49).**

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

ROLL CALL: AYES: President Soto, Bartlett, Jarecki, O'Connell, Peconio, Ridder
NAYS: None
All were in favor. Motion carried.

**Resolution No
R-28-2013:**

13. President Soto gave the summarization of the action contemplated in **Resolution No. R-28-2013 entitled A Resolution Authorizing the Appropriation of Funds in the Fiscal Year 2013 for the Improvement of Illinois Route 83 (IDOT Contract 60N49).**

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

ROLL CALL: AYES: President Soto, Bartlett, Jarecki, O'Connell, Peconio, Ridder
NAYS: None
All were in favor. Motion carried.

Minutes of the Village Board Meeting
March 12, 2013 Page 7

Ordinance No

16-2013:

14. President Soto gave the summarization of the action contemplated in **Ordinance No. 16-2013** entitled **An Ordinance Restricting Parking Along Illinois Route 83 Within the Village of Bensenville (IDOT Contract 60N49)**.

Motion:

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

ROLL CALL:

AYES: President Soto, Bartlett, Jarecki, O'Connell, Peconio, Ridder

NAYS: None

All were in favor. Motion carried.

Ordinance No

17-2013:

15. President Soto gave the summarization of the action contemplated in **Ordinance No. 17-2013** entitled **An Ordinance Prohibiting the Discharge of Sanitary and Industrial Waste Into Any Storm Sewer or Drainage Facility Constructed as a Part of the Illinois Route 83 – FAP344 Improvement (IDOT Contract 60N49)**.

Motion:

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

ROLL CALL:

AYES: President Soto, Bartlett, Jarecki, O'Connell, Peconio, Ridder

NAYS: None

All were in favor. Motion carried.

Ordinance No

18-2013:

16. President Soto gave the summarization of the action contemplated in **Ordinance No. 18-2013** entitled **An Ordinance Prohibiting Encroachments Within the State of Illinois Right of Way Along Illinois Route 83 – FAP344 (IDOT Contract 60N49)**.

Motion:

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

ROLL CALL:

AYES: President Soto, Bartlett, Jarecki, O'Connell, Peconio, Ridder

NAYS: None

All were in favor. Motion carried.

Minutes of the Village Board Meeting
March 12, 2013 Page 8

**PRESIDENT'S
REMARKS:**

President Soto thanked the Public Works Department for the efforts during snow removal for the month of February and early March.

President Soto encourages all Residents to purchase cookies from the Girl Scouts.

President Soto addressed a letter received by Ms. Jean White. Ms. White wrote to the Village asking for their participation in Earth Day. President Soto encourages all residents to power down their homes on March 23, 2013 from 8:30pm to 9:30pm.

President Soto thank ComEd for presenting their Annual Report.

**MANAGERS
REPORT:**

Village Manager, Michael Cassady, updated the Village Board regarding a potential Intergovernmental Agreement with School District No. 2 to help relieve flooding issues along Addison Road. Mr. Cassady stated the matter will come forth to Committee on March 19, 2013.

**VILLAGE ATTORNEY
REPORT:**

Village Attorney, Pat Bond provided an update in regards to the Special Service Area #9 (SSA #9) litigation. Mr. Bond stated the Appellate Court had ruled in favor of the Village.

**UNFINISHED
BUSINESS:**

There was no unfinished business.

NEW BUSINESS:

There was no new business.

**EXECUTIVE
SESSION:**

Village Attorney, Pat Bond, stated there was not a need for Executive Session.

ADJOURNMENT:

Trustee Bartlett made a motion to adjourn the meeting. Trustee O'Connell seconded the motion.

All were in favor. Motion carried.

President Soto adjourned the meeting at 7:45 p.m.

Susan Janowiak
Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this _____ day, March, 2013

VILLAGE OF BENSENVILLE WARRANT 13/06

April 2, 2013

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

M. Cassady
MICHAEL CASSADY
VILLAGE MANAGER

D. Jean Schmidt
D. JEAN SCHMIDT
ASST.DIRECTOR OF FINANCE

Approved by the Board of Trustees on April 2, 2013, hereby authorizing the Director of Finance to disburse \$4,509,982.02 the accounts indicated in the attached report.

SUSAN JANOWIAK
VILLAGE CLERK

FRANK SOTO
VILLAGE PRESIDENT

B BENSENVILLE
GATEWAY TO OPPORTUNITY

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/2/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DU DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	CHECK AMOUNT	W/T/MANUAL CHECK #
A- APPRAISALS										
13235	APPRAISAL 224 W GREEN ST	LAKE ZURICH	20131021	04/20/2013	11060110-532100	AD	PROFESSIONAL SERVICES	\$1,200.00	0	
PRV13-10	APPRAISAL 216-218 W GREEN ST	LAKE ZURICH	20131020	04/04/2013	11060110-532100	AD	PROFESSIONAL SERVICES	\$375.00	0	
PRV13-11	APPRAISAL 131 S MASON ST	LAKE ZURICH	20131023	04/02/2013	11060110-532100	AD	PROFESSIONAL SERVICES	\$350.00	0	
PRV13-12	APPRAISAL 130 S ADDISON ST	LAKE ZURICH	20131022	04/18/2013	11060110-532100	AD	PROFESSIONAL SERVICES	\$900.00	0	
PRV13-13								2,825.00		
A C S ENTERPRISES INC										
505	FILTERS	CHICAGO	20130110	03/08/2013	11050440-542110	PW	R&M BUILDING	\$439.09	0	
IR141368	FILTERS	CHICAGO	20130110	04/10/2013	11050440-542110	PW	R&M BUILDING	\$280.69	0	
IR141491								719.78		
A LAMP NERI BENSENVILLE JOINT VE										
540	RECONSTRUCTION PROJ R-59-201	SCHAUMBURG	20120096	01/30/2013	33480890-593000	PW	CAPITAL OUTLAY-IMPROVEMENTS	\$22,256.37	0	
126 EST #24	RECONSTRUCTION PROJ R-59-201	SCHAUMBURG	20120096	01/30/2013	33580890-593000	PW	CAPITAL OUTLAY-IMPROVEMENTS	\$351.00	0	
126 EST #24	RECONSTRUCTION PROJ R-59-201	SCHAUMBURG	20120096	01/30/2013	33680890-593000	PW	CAPITAL OUTLAY-IMPROVEMENTS	\$3,410.07	0	
126 EST #24	RECONSTRUCTION PROJ R-59-201	SCHAUMBURG	20120096	01/30/2013	33780890-593000	PW	CAPITAL OUTLAY-IMPROVEMENTS	\$660.85	0	
126 EST #24	RECONSTRUCTION PROJ R-59-201	SCHAUMBURG	20120096	01/30/2013	33880890-593000	PW	CAPITAL OUTLAY-IMPROVEMENTS	\$915.47	0	
126 EST #24	RECONSTRUCTION PROJ R-59-201	SCHAUMBURG	20120096	01/30/2013	37980890-593000	PW	CAPITAL OUTLAY-IMPROVEMENTS	\$27,593.74	0	
126 EXT 23	RECONSTRUCTION PROJ R-59-201	SCHAUMBURG	20120096	01/30/2013	33280110-532100	PW	PROFESSIONAL SERVICES	\$13,707.34	0	
126 EXT 23	RECONSTRUCTION PROJ R-59-201	SCHAUMBURG	20120096	01/30/2013	33480890-593000	PW	CAPITAL OUTLAY-IMPROVEMENTS	\$68,879.13	0	
126 EXT 23	RECONSTRUCTION PROJ R-59-201	SCHAUMBURG	20120096	01/30/2013	33580890-593000	PW	CAPITAL OUTLAY-IMPROVEMENTS	\$3,397.44	0	
126 EXT 23	RECONSTRUCTION PROJ R-59-201	SCHAUMBURG	20120096	01/30/2013	33680890-593000	PW	CAPITAL OUTLAY-IMPROVEMENTS	\$33,278.67	0	
126 EXT 23	RECONSTRUCTION PROJ R-59-201	SCHAUMBURG	20120096	01/30/2013	33780890-593000	PW	CAPITAL OUTLAY-IMPROVEMENTS	\$18,735.70	0	
126 EXT 23	RECONSTRUCTION PROJ R-59-201	SCHAUMBURG	20120096	01/30/2013	33880890-593000	PW	CAPITAL OUTLAY-IMPROVEMENTS	\$8,911.21	0	
126 EXT 23	RECONSTRUCTION PROJ R-59-201	SCHAUMBURG	20120096	01/30/2013	37980890-593000	PW	CAPITAL OUTLAY-IMPROVEMENTS	\$154,071.73	0	
126 EXT 23	RECONSTRUCTION PROJ R-59-201	SCHAUMBURG	20120096	01/30/2013	51080860-596000	PW	CAPITAL CONSTRUCTION	\$11,631.46	0	
ACTION MEDICAL EQUIPMENT										
299	WORKER COMP - R.LAPORTE/CRU	ELMHURST	20130878	03/02/2013	11020150-562550	AD	CLAIM PAYMENTS-WORKERS COMP	\$85.00	0	
1437180221								85.00		
ACTION PLASTICS, INC.										
9016	(4)CLEAR ACRYLIC GLASS-REDMO	BENSENVILLE	20130808	03/21/2013	11070720-542310	SF	R & M EQUIPMENT	\$1,160.00	0	
46822	(1)CLEAR ACRYLIC GLASS-EDGE II	BENSENVILLE	20130947	04/07/2013	11070740-542310	SF	R&M EQUIPMENT	\$290.00	0	
46934								1,450.00		

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/2/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DU DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	WT/MANUAL CHECK #
AFSCME									
3105	MVP NATL PEOPLE PR WH 3/1/13		20130709	03/31/2013	11000000-218100	FN	PAYROLL DEDUCTN-UNION DUES	\$8.40	9002546
030113	MVP NATIONAL PEOPLE PR WH 3/1		20130928	04/14/2013	11000000-218100	FN	PAYROLL DEDUCTN-UNION DUES	\$8.40	9002560
								16.80	
AL WARREN OIL CO INC									
700	FLEET FUEL PURCHASE	SUMMIT	20130882	04/06/2013	11020190-554110	PW	FUEL/GAS/OIL	\$173.70	0
10769959	FLEET FUEL PURCHASE	SUMMIT	20130882	04/06/2013	11040110-554110	PW	FUEL/GAS/OIL	\$3,610.35	0
10769959	FLEET FUEL PURCHASE	SUMMIT	20130882	04/06/2013	11050490-554110	PW	FUEL/GAS/OIL	\$4,385.18	0
10769959	FLEET FUEL PURCHASE	SUMMIT	20130882	04/06/2013	11060640-554110	PW	FUEL/GAS/OIL	\$209.75	0
10769959	FLEET FUEL PURCHASE	SUMMIT	20130882	04/06/2013	11070720-554110	PW	FUEL/GAS/OIL	\$20.63	0
10769959	FLEET FUEL PURCHASE	SUMMIT	20130882	04/06/2013	51050540-554110	PW	FUEL/GAS/OIL	\$2,291.12	0
								10,690.73	
ALLIED WASTE SERVICES #722									
8087	REFUSE DISPOSAL SERVICE FOR	LOUISVILLE	20130899	03/30/2013	57020580-579990	FN	DISPOSAL CHARGES	\$139,666.69	0
10062-0213								139,666.69	
ALPHA BAKING COMPANY, INC.									
11222	FOOD ITEMS FOR CONCESSIONS	CHICAGO	20130820	04/01/2013	11070785-557810	SF	FOOD ITEMS	\$93.98	0
3041061014	FOOD ITEMS FOR CONCESSIONS	CHICAGO	20130952	04/07/2013	11070785-557810	SF	FOOD ITEMS	\$132.10	0
3041067015	FOOD ITEMS FOR CONCESSIONS	CHICAGO	20130952	04/11/2013	11070785-557810	SF	FOOD ITEMS	\$94.20	0
3041071019	FOOD ITEMS FOR CONCESSIONS							320.28	
AMERICAN MOBILE STAGING									
11989	50% DEPOSIT 2011 STAGING-4TH OF JULY LIBERTY FE	SOUTH BARRIN	20130913	04/14/2013	11070110-577013	SF	LIBERTY FEST	\$6,430.00	0
	50% DEPOSIT-2011 STAGING FOR MUSIC IN THE PARK	SOUTH BARRIN	20130912	04/14/2013	11070110-577012	SF	MUSIC IN THE PARK	\$8,112.50	0
								14,542.50	
ANDERSON PEST SOLUTIONS									
9474	PEST CONTROL SERVICE FOR MAJ	ELMHURST	20130810	03/31/2013	11070785-549990	SF	OTHER CONTRACTUAL SERVICE	\$69.27	0
2436896	PEST CONTROL SERVICE PW BLD	ELMHURST	20130145	03/31/2013	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$65.73	0
2436897								135.00	
AQUA PURE ENTERPRISES									
11330	CHEMICALS FOR THE POOL	ROMEOWVILLE	20130821	03/29/2013	11070760-554120	SF	CHEMICALS	\$551.20	0
837779	CHEMICALS FOR THE POOL	ROMEOWVILLE	20130953	04/03/2013	11070760-554120	SF	CHEMICALS	\$290.10	0

EXPENDITURE APPROVAL LIST
FOR CHECKS DATED: 4/2/2013

FOR CHECKS DATED: 4/2/2013

EXPENDITURE APPROVAL LIST
FOR CHECKS DATED: 4/2/2013

FOR CHECKS DATED: 4/2/2013

EXPENDITURE APPROVAL LIST

Page 5 of 29

FOR CHECKS DATED: 4/2/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO. NUMBER	DU DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
BRIGHT START COLLEGE SAVINGS PF									
669									
030113	BRIGHT START COLLEGE PR WH 3	CHICAGO	20130704	03/31/2013	11000000-213500	FN	PAYROLL DEDUCTN-BRIGHT STAF	\$200.00	9002544
031513	BRIGHT START PR WH 3/15/13	CHICAGO	20130924	04/14/2013	11000000-213500	FN	PAYROLL DEDUCTN-BRIGHT STAF	\$200.00	9002561
								400.00	
BRISTOL HOSE AND FITTINGS									
7981									
003117671	PSI PRESSURE WASH ASS,SWIPEI	NORTHLAKE	20130807	03/30/2013	11050440-542110	PW	R&M BUILDING	\$137.98	0
003117671	PSI PRESSURE WASH ASS,SWIPEI	NORTHLAKE	20130807	03/30/2013	11050423-542410	PW	R&M VEHICLES	\$104.22	0
003117672	PSI PRESSURE WASH ASSEM,NIPF	NORTHLAKE	20130807	03/30/2013	11050440-542110	PW	R&M BUILDING	\$137.98	0
003117672	PSI PRESSURE WASH ASSEM,NIPF	NORTHLAKE	20130807	03/30/2013	11050423-542410	PW	R&M VEHICLES	\$85.96	0
003117673	QUICK COUPLER	NORTHLAKE	20130807	03/30/2013	11050423-542410	PW	R&M VEHICLES	\$155.64	0
								621.78	
CALL ONE									
512									
10108556-0313	PHONE SERVICE FROM 03/15-04/1 ⁴	BEDFORD PAR	20130966	04/14/2013	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$5,977.84	0
								5,977.84	
CDW GOVERNMENT, INC.									
11480									
BB24534	NETGEAR 5PT GIG SWITCH-POLIC	CHICAGO	20130906	04/14/2013	11020180-594000	IT	CAPITAL OUTLAY - MACHINERY &	\$97.42	0
BB20066	SPARE MOUSE AND KEYBOARD	CHICAGO	20130907	04/14/2013	11020180-594000	IT	CAPITAL OUTLAY - MACHINERY &	\$68.70	0
BB54457	PANASONIC TOUGHBOOK-JOHN LL	CHICAGO	20130908	04/14/2013	11020180-594000	IT	CAPITAL OUTLAY - MACHINERY &	\$1,607.24	0
BC25428	SAM SERIES 9 IT-KOSMAN	CHICAGO	20130908	04/18/2013	11020180-594000	IT	CAPITAL OUTLAY - MACHINERY &	\$1,455.87	0
Z882635	TRANCEIVER RACK- COMCAST FILE	CHICAGO	20130753	04/12/2013	11020170-572173	AD	BROADCASTING - LOCAL CHANNEL	\$345.43	0
								3,574.66	
CED									
401									
1028-665222	INDOOR FLOOD LIGHT #128663222	BENSENVILLE	20130764	03/21/2013	11040110-542110	PD	R&M BUILDING	\$20.52	0
1028-665441	(12)PARKNG LOT LIGHTS- REDMON	BENSENVILLE	20130782	03/23/2013	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATOR	\$186.48	0
1028-665932	(1)PARKNG LOT LIGHTS- REDMONI	BENSENVILLE	20130782	03/28/2013	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATOR	\$89.84	0
1028-666810	PUSHBUTTON 2 AMP	BENSENVILLE	20130843	04/10/2013	11050440-542110	PW	R&M BUILDING	\$52.82	0
1028-666922	WIRE NUT,DEEP GEM BOX,BLANK	BENSENVILLE	20130843	04/06/2013	11050420-552670	PW	MATERIALS/SUPPLIES-ST LIGHTS	\$12.29	0
1028-667163	1/2 COMP EMT CONN.VAC SHT SW	BENSENVILLE	20130843	04/07/2013	31080800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCT	\$22.25	0
								384.20	
CHARTER ONE - CC									
648									
00247415-0213	CC STATEMENT- 02/16/2013-MIKE C	PROVIDENCE	20130731	03/18/2013	11020110-522110	AD	EXPENSE REIMBURSEMENT	\$111.51	9002558
00247415-0213	CC STATEMENT- 02/16/2013-MIKE C	PROVIDENCE	20130731	03/18/2013	11020110-554110	AD	FUEL/GAS/OIL	\$104.29	9002558

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/2/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DU DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	CHECK AMOUNT	W/T/MANUAL CHECK #
00247423-0213	CC STATEMENT- 02/16/2013-FRANK	PROVIDENCE	20130732	03/18/2013	11010010-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$150.31	90025558	
00247431-0213	CC STATEMENT- 02/16/2013-TIM SL	PROVIDENCE	20130831	03/18/2013	11050110-521510	FN	TRAINING PROGRAMS/SESSIONS	\$190.00	90025558	
00247431-0213	CC STATEMENT- 02/16/2013-TIM SL	PROVIDENCE	20130831	03/18/2013	11020180-541315	FN	CELL PHONE SERVICE & EQUIPME	\$726.98	90025558	
00247431-0213	CC STATEMENT- 02/16/2013-TIM SL	PROVIDENCE	20130831	03/18/2013	11020110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$275.00	90025558	
00247431-0213	CC STATEMENT- 02/16/2013-TIM SL	PROVIDENCE	20130831	03/18/2013	11020190-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$24.75	90025558	
00247431-0213	CC STATEMENT- 02/16/2013-TIM SL	PROVIDENCE	20130831	03/18/2013	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$203.00	90025558	
00247431-0213	CC STATEMENT- 02/16/2013-TIM SL	PROVIDENCE	20130831	03/18/2013	11020180-552135	FN	MATERIALS/SUPPLIES-EQUIPMENT	\$18.95	90025558	
00254106-0213	CC STATEMENT- 02/16/2013-OFFICI	PROVIDENCE	20130730	03/18/2013	11020110-521510	AD	TRAINING PROGRAMS/SESSIONS	\$845.00	90025558	
00254106-0213	CC STATEMENT- 02/16/2013-OFFICI	PROVIDENCE	20130730	03/18/2013	11020110-525010	AD	BOOKS/PAMPHLETS/PUBLICATION	\$19.99	90025558	
00254106-0213	CC STATEMENT- 02/16/2013-OFFICI	PROVIDENCE	20130730	03/18/2013	11020110-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$89.98	90025558	
								2,759.76		
CHARTER ONE BANK										
418										
030113	FEDERAL,SOCIAL SECURITY & MEI	PROVIDENT	20130725	03/31/2013	11000000-212010	FN	PAYROLL DEDUCTN-FED INC TX	\$36,129.45	9002549	
030113	FEDERAL,SOCIAL SECURITY & MEI	PROVIDENT	20130725	03/31/2013	11000000-212020	FN	PAYROLL DEDUCTN-SOC SEC	\$25,157.53	9002549	
030113	FEDERAL,SOCIAL SECURITY & MEI	PROVIDENT	20130725	03/31/2013	11000000-212030	FN	PAYROLL DEDUCTN-MEDICARE	\$8,722.69	9002549	
031513	FEDERAL,SOCIAL SECURITY,MEDI	PROVIDENT	20130963	04/14/2013	11000000-212010	FN	PAYROLL DEDUCTN-FED INC TX	\$37,324.16	90025669	
031513	FEDERAL,SOCIAL SECURITY,MEDI	PROVIDENT	20130963	04/14/2013	11000000-212020	FN	PAYROLL DEDUCTN-SOC SEC	\$25,154.31	90025669	
031513	FEDERAL,SOCIAL SECURITY,MEDI	PROVIDENT	20130963	04/14/2013	11000000-212030	FN	PAYROLL DEDUCTN-MEDICARE	\$8,878.84	90025669	
								141,366.98		
CHASE MANHATTAN BANK										
12098										
THE LAST STAND	MOVIE RENTAL FEE"THE LAST STA	BROOKLYN	20130391	03/09/2013	11070790-547910	SF	MOVIE RENTAL FEES	\$133.70	133.70	0
CHICAGO INTERNATIONAL TRUCKS, L										
11910										
16084740	KIT #889	JOLIET	20130856	04/07/2013	51050540-542410	PW	R&M VEHICLES	\$48.38	48.38	0
CHICAGO TITLE AND TRUST COMPAN										
764										
031413	PURCHASE 345 E. GREEN ST	CHICAGO	20130968	04/13/2013	31000000-131010	FN	DEPOSITS-PREPARED EXPENSE	\$1,660,000.00	1,660,000.00	9002567
CHRIS PANOS FOODS CORPORATION										
205										
898018	FOOD ITEMS FOR CONCESSIONS	CHICAGO	20130779	03/30/2013	11070785-557810	SF	FOOD ITEMS	\$663.15	0	
898496B	FOOD ITEMS FOR CONCESSIONS	CHICAGO	20130779	03/31/2013	11070785-557810	SF	FOOD ITEMS	\$163.27	0	
899496A	FOOD ITEMS FOR CONCESSIONS	CHICAGO	20130780	04/06/2013	11070785-557810	SF	FOOD ITEMS	\$903.91	0	
900244	FOOD ITEMS FOR CONCESSIONS	CHICAGO	20130934	04/10/2013	11070785-557810	SF	FOOD ITEMS	\$171.95	0	

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/2/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DEU DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	CHECK AMOUNT	W/T/MANUAL CHECK #
900785	FOOD ITEMS FOR CONCESSIONS	CHICAGO	20130934	04/13/2013	11070785-557810	SF	FOOD ITEMS	\$650.18	0	
900930	FOOD ITEMS FOR SUNDAE'S TOO	CHICAGO	20130933	04/13/2013	11070790-557810	SF	FOOD ITEMS	\$381.57	0	
CHRISTOPHER B BURKE ENGINEERIN										
2738	ON CALL ENGINEERING SERVICE- REVIEW OF PLANS AND STORMW/F	ROSEMONT ROSEMONT	20124922	01/30/2013	51250520-536510	PW	ENGINEERING SERVICES	\$400.77	0	
109011			20130981	04/10/2013	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$4,313.00	0	
109901								4,713.77		
CINTAS CORPORATION										
13176	TOILET PAPER & HAND TOWELS-EI	MAYWOOD	20130829	03/30/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$509.19	0	
769188805	TOILET PAPER & HAND TOWELS-EI	MAYWOOD	20130956	04/13/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$593.19	0	
769196716								1,102.38		
CITGO PETROLEUM CORPORATION										
12125	FUEL PURCHASE FOR VILLAGE MA	BIRMINGHM	20130957	04/14/2013	11020110-554110	PW	FUEL/GAS/OIL	\$274.89	90025666	
576111										
CIVICPLUS										
13046	WEBSITE INTRANET PROJECT	MANHATTAN	20130700	04/05/2013	11020170-572175	AD	WEBSITE & SOCIAL NETWORKING	\$3,100.00	0	
132575								3,100.00		
CIVITECH ENGINEERING INC										
454										
40696	R-21-2013-AMEND#1-NORTH INDUS	ITASCA	20124921	01/30/2013	33280110-532100	PW	PROFESSIONAL SERVICES	\$5,856.44	0	
40696	R-21-2013-AMEND#1-NORTH INDUS	ITASCA	20124921	01/30/2013	33480890-593000	PW	CAPITAL OUTLAY-IMPROVEMENTS	\$25,254.46	0	
40696	R-21-2013-AMEND#1-NORTH INDUS	ITASCA	20124921	01/30/2013	33580890-593000	PW	CAPITAL OUTLAY-IMPROVEMENTS	\$1,764.64	0	
40696	R-21-2013-AMEND#1-NORTH INDUS	ITASCA	20124921	01/30/2013	33680890-593000	PW	CAPITAL OUTLAY-IMPROVEMENTS	\$17,144.43	0	
40696	R-21-2013-AMEND#1-NORTH INDUS	ITASCA	20124921	01/30/2013	33780890-593000	PW	CAPITAL OUTLAY-IMPROVEMENTS	\$8,819.93	0	
40696	R-21-2013-AMEND#1-NORTH INDUS	ITASCA	20124921	01/30/2013	33880890-593000	PW	CAPITAL OUTLAY-IMPROVEMENTS	\$4,602.61	0	
40696	R-21-2013-AMEND#1-NORTH INDUS	ITASCA	20124921	01/30/2013	33980890-593000	PW	CAPITAL OUTLAY-IMPROVEMENTS	\$33,340.49	0	
								96,783.00		
CJC AUTO PARTS										
11185										
026567	EXHAUST CLAMPS-SQ #306-#02956	BENSENVILLE	20130870	03/21/2013	11040110-542410	PD	R&M VEHICLES	\$3.54	0	
029381	REMOUNT REAR DEFROST #02938	BENSENVILLE	20130859	03/17/2013	11040110-542410	PD	R&M VEHICLES	\$12.99	0	
029634	EXHAUST CLAMPS-ALL SQDS-0296	BENSENVILLE	20130868	03/22/2013	11040110-542410	PD	R&M VEHICLES	\$7.08	0	
029662	WIPERBLADES-SQ #322-INV#02966	BENSENVILLE	20130867	03/22/2013	11040110-542410	PD	R&M VEHICLES	\$25.65	0	
030535	MINITURE LAMPS	BENSENVILLE	20130855	04/07/2013	11050420-542410	PW	R & M VEHICLES	\$37.30	0	

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/2/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DU DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	CHECK #	W/T/MANUAL CHECK #
030806	NKT 02 SENSO 1 #551 A. BAGNOLA	BENSENVILLE	20130842	04/11/2013	11060640-542410	CD	R&M VEHICLES	\$56.30	0	142.86
COCA COLA BOTTLING COMPANY										
7585	BEVERAGES FOR CONCESSIONS BEVERAGES FOR THEATRE/SUND/ (10)BX OF DASANI DROPS-CONCE:	CHICAGO	20130945	04/12/2013	11070785-557810	SF	FOOD ITEMS	\$1,639.20	0	
0378284112		CHICAGO	20130944	04/12/2013	11070790-557810	SF	FOOD ITEMS	\$522.24	0	
0378284113		CHICAGO	20130802	04/05/2013	11070785-557810	SF	FOOD ITEMS	\$161.40	0	
0388268413								2,322.84		
COMCAST										
12216	SERVICE FROM 03/10-04/09/13-CAI SERVICE FROM 03/05-04/04/13-INTF SERVICE FROM 03/14-04/13-VILLAC SERVICE FROM 03/11-04/10/13-CAB	SOUTHEASTF	20130069	04/03/2013	11070740-552110	SF	MATERIALS/SUPPLIES-OPERATIO	\$146.41	0	
0002237-0313		SOUTHEASTF	20130074	03/31/2013	11070740-552110	SF	MATERIALS/SUPPLIES-OPERATIO	\$76.95	0	
0003318-0313		SOUTHEASTF	20130915	04/06/2013	11020180-542100	IT	Maintenance AGREEMENTS	\$212.03	0	
0058421-0313		SOUTHEASTF	20130873	04/01/2013	11040341-574415	PD	POLICE NEIGHBORHOOD CENTEF	\$81.90	0	
0287616-0313								517.29		
COMMONWEALTH EDISON										
2668										
001728059-0213	SERVICE FROM 02/05-03/05/13-649	CAROL STREAI	20130845	04/04/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PLA	\$94.75	0	
003904051-0213	SERVICE FROM 02/01-03/04/13-981	CAROL STREAI	20130845	04/03/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PLA	\$81.36	0	
0192006072-0213	SERVICE FROM 02/04-03/04/13-596	CAROL STREAI	20130845	04/03/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PLA	\$239.99	0	
0327713039-0213	SERVICE FROM 02/01-03/05/13-111	CAROL STREAI	20130845	04/04/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PLA	\$138.75	0	
0704031005-0213	SERVICE FROM 02/01-03/05/13-0 S	CAROL STREAI	20130846	04/05/2013	11050420-541370	PW	ELECTRICITY	\$301.34	0	
0711115052-0213	SERVICE FROM 02/01-03/05/13-701	CAROL STREAI	20130845	04/04/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PLA	\$1,607.90	0	
1251065087-0213	SERVICE FROM 02/01-03/04/13-153	CAROL STREAI	20130845	04/03/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PLA	\$25.60	0	
1407034049-0213	SERVICE FROM 01/31-03/04/13-313	CAROL STREAI	20130845	04/03/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PLA	\$82.82	0	
1659905030-0213	SERVICE FROM 02/01-03/05/13-247	CAROL STREAI	20130845	04/04/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PLA	\$151.37	0	
1823023053-0213	SERVICE FROM 02/05-03/05/13-104;	CAROL STREAI	20130845	04/04/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PLA	\$68.53	0	
1851062060-0213	SERVICE FROM 02/05-03/05/13-482	CAROL STREAI	20130846	04/04/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PLA	\$41.01	0	
2151142015-0213	SERVICE FROM 02/01-03/05/13-610	CAROL STREAI	20130846	04/04/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PLA	\$536.95	0	
22477084011-0213	SERVICE FROM 02/01-03/05/13-845	CAROL STREAI	20130846	04/04/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PLA	\$140.88	0	
27277064040-0213	SERVICE FROM 02/05-03/06/13-760	CAROL STREAI	20130846	04/05/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PLA	\$61.74	0	
4083160074-0213	SERVICE FROM 02/01-03/04/13-833	CAROL STREAI	20130846	04/03/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PLA	\$43.76	0	
4239055026-0213	SERVICE FROM 01/02-02/01/13-REC	CAROL STREAI	20130938	03/06/2013	11070720-541370	SF	ELECTRICITY	\$282.48	0	
4514125014-0113	SERVICE FROM 02/01-03/05/13-REC	CAROL STREAI	20130939	04/05/2013	11070720-541370	SF	ELECTRICITY	\$205.04	0	
4514125014-0213	SERVICE FROM 02/01-03/05/13-REC	CAROL STREAI	20130886	04/05/2013	11050420-541370	PW	ELECTRICITY	\$194.48	0	
4851030016-0213	SERVICE FROM 2/1/13 - 3/4/13-MAS	CAROL STREAI	20130846	04/03/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PLA	\$3,974.43	0	
6890140008-0213	SERVICE FROM 02/01-03/04/13-213	CAROL STREAI	20130936	04/05/2013	11070790-541370	SF	ELECTRICITY	\$21.10	0	
6974751003-0213	SERVICE FROM 01/31-03/05/13-SUN	CAROL STREAI	20130937	04/05/2013	11070790-541370	SF	ELECTRICITY	\$338.10	0	
6974752000-0213	SERVICE FROM 01/31-03/05/13-SUN	CAROL STREAI						\$257.41	0	

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/2/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DU DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	CHECK #	WT/ MANUAL CHECK #
7058038017-0213	SERVICE FROM 01/31-03/05/13-302	CAROL STREAM	20130859	04/04/2013	11040341-577121	PD	TEEN CENTER	\$152.42	0	9,042.21
COMMUNICATION REVOLVING FUND										
2768	COMM SERV-JAN 13-INV #T132407€	SPRINGFIELD	20130736	03/21/2013	11040110-542100	PD	MAINTENANCE AGREEMENTS	\$510.00	0	510.00
CORPORATE IMAGING CONCEPTS INC										
789	(6)T-SHIRTS FOR WAHOO SWIM TE	NORTHBROOK	20130935	03/29/2013	11070760-554810	SF	UNIFORMS-PURCHASE	\$67.70	0	67.70
CORPRO COMPANIES, INC.										
9772	CATHOTIC PROTECTION	DALLAS	20130902	03/30/2013	51050550-542100	PW	MAINTENANCE AGREEMENTS	\$810.00	0	810.00
CRAINS CHICAGO BUSINESS										
4271	CRAIN'S SUBSCRIPTION	DETROIT	20130894	04/14/2013	11020110-5225010	AD	BOOKS/PAMPHLETS/PUBLICATION	\$97.95	0	97.95
CREATIVE PRODUCT SOURCE, INC										
769	LATEX GLOVES-INV #CPI036531	MEMPHIS	20130986	04/14/2013	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$163.82	0	163.82
DAILY HERALD										
2865	FEB.2013 SHOWTIMES - THEATRE	ARLINGTON HE	20130792	03/30/2013	11070790-541145	SF	ADVERTISING	\$252.84	0	252.84
DELL COMPUTER CORPORATION										
11807	LAPTOP - DON SCHULTZ	CHICAGO	20130613	03/29/2013	11020180-594000	IT	CAPITAL OUTLAY - MACHINERY &	\$1,438.32	0	1,438.32
DEVCON SECURITY SERVICES CORP										
99	BOND REFUND									
2164-21339										
DIGITAL COPIER SUPERCENTER										
350	COPIER USAGE FOR MARCH 2013	ELK GROVE VII	20130195	03/31/2013	11020180-548110	AD	RENTAL & LEASE - EQUIPMENT	\$1,429.38	0	

EXPENDITURE APPROVAL LIST
FOR CHECKS DATED: 4/2/2013

FOR CHECKS DATED: 4/2/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DU DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
504	DISCOVERY BENEFITS							1,429.38	
0000364696	COBRA BENEFITS- FEB 2013	FARGO	20130570	03/17/2013	11000000-214120	FN	PAYROLL DEDUCTN-LIFE INS	\$81.75	9002551
								8.75	
471	DIVERSIFIED AUDIO GROUP INC							8,937.50	
	50% DEPOSIT 201: SOUND & LIGHTING-MUSIC IN THE ADDISON		20130880	04/14/2013	11070110-577012	SF	° MUSIC IN THE PARK	\$8,937.50	
								0	
11589	DUAL TEMP OF ILLINOIS							13,904.06	
175307	REPAIR BRINE PUMP "A"-EDGE II	CHICAGO	20130954	03/15/2013	11070740-542110	SF	R & M HVAC	\$1,910.13	
175345	DRAIN OIL - WEST & EAST RINK	CHICAGO	20130824	03/15/2013	11070740-594000	SF	CAPITAL OUTLAY - MACHINERY &	\$353.38	
175346	REPAIR UNDERFLOOR HEAT PUMP	CHICAGO	20130825	03/15/2013	11070740-594000	SF	CAPITAL OUTLAY - MACHINERY &	\$701.75	
175403	FILL WARM BRINE HEAT EXCHANG	CHICAGO	20130826	03/17/2013	11070740-594000	SF	CAPITAL OUTLAY - MACHINERY &	\$1,119.80	
176245	BRINE HEAT EXCHANGER REPLAC	CHICAGO	20130973	04/13/2013	11070740-542110	SF	R & M HVAC	\$9,819.00	
								0	
3917	DUPAGE COUNTY ANIMAL CONTROL							13,904.06	
336-18612	P/U STRAY ANIMAL-INV#336-18612	WHEATON	20130990	03/03/2013	11040340-548410	PD	ANIMAL CONTROL SERVICES	\$165.00	
								165.00	
3522	DUPAGE COUNTY RECORDER							0	
201303070208	UB LIEN RECORDING FEE-BETTY S	WHEATON	20130835	04/06/2013	11010030-541140	FN	LEGAL NOTICES	\$8.50	
								8.50	
3232	DUPAGE COUNTY TREASURER							0	
1668	DATA PROC FEE-FEB 13-INV #1668	WHEATON	20130770	03/31/2013	11040380-542100	PD	MAINTENANCE AGREEMENTS	\$250.00	
								250.00	
11067	DUPAGE MATERIALS COMPANY							0	
68785MB	ASPHALT	LEMONT	20130819	03/20/2013	11050420-542810	PW	R & M PAVEMENT	\$298.80	
68790MB	ASPHALT	LEMONT	20130819	03/22/2013	11050420-542810	PW	R & M PAVEMENT	\$450.00	
68794MB	ASPHALT	LEMONT	20130819	03/23/2013	11050420-542810	PW	R & M PAVEMENT	\$301.20	
68795MB	ASPHALT	LEMONT	20130819	03/27/2013	11050420-542810	PW	R & M PAVEMENT	\$351.60	
								1,401.60	

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/2/2013

INVOICE # **INVOICE DESCRIPTION**

CHICKEN#	ACCOUNT	AMOUNT
7415	DMMC FEBRUARY BUSINESS MEE` OAK BROOK	\$40.00 40.00

DUPage Water Commission

EDWARD R. KIRBY & ASSOCIATES, INC.

10783	POLYGRAPH TEST-ROTH	ELMHURST	03/02/2013	11010070-532100	AD	PROFESSIONAL SERVICES	0
38150	BACKGROUND CHECK-ROTH	ELMHURST	03/20/2013	11010070-532100	AD	PROFESSIONAL SERVICES	0
38177	POLYGRAPH TESTING-FIKE	ELMHURST	03/27/2013	11010070-532100	AD	PROFESSIONAL SERVICES	0
38201	POLYGRAPH TESTING-ARANDA, Pf	ELMHURST	04/11/2013	11010070-532100	AD	PROFESSIONAL SERVICES	0
38252							2,499.20

EXHIBIT MEMOIRS OCCUPATION

ENTERPRISE RENT A CAR

741 325612 ENTERPRISE COMPANY/RENTAL C ELMHURST 20130967 04/18/2013 11020150-562510 AD CLAIM PAYMITS-GENERAL LIABILITY 0 170.74 \$170.74

EN | ER | AIMMEN | GRU

12325	50 % DEPOSIT 201 BANDS AND SERVICE-MUSIC IN TH 50% DEPOSIT 201 ENTERTAINMENT-LIBERTY FEST 2(ELK GROVE	20130917 20130918	04/14/2013 04/14/2013	11070110-577012 11070110-577013	SF SF	^a MUSIC IN THE PARK LIBERTY FEST	\$14,850.00 \$2,500.00	0 0
--------------	---	-----------	----------------------	--------------------------	------------------------------------	----------	--	---------------------------	--------

F & M AWARDS

774	20130228	MEDALS & TROPHIES-SWIM COMP	BENSENVILLE	20130789	03/30/2013	11070760-554810	SF	UNIFORMS-PURCHASE	\$421.00	421.00	0
-----	----------	-----------------------------	-------------	----------	------------	-----------------	----	-------------------	----------	--------	---

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/2/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DU DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	WT/ MANUAL CHECK #
FASTENAL COMPANY 2869 ILELK49108	BOLT GAUGE	WINONA	20130793	03/30/2013	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$23.85 23.85	0
FEDERAL ENVELOPE COMPANY 6700 143316	24# WHITE WOVE 4 1/8X91/2 STANI	BENSENVILLE	20130999	04/18/2013	11030110-541160	FN	PRNTG, BINDING & DUPLICAT	\$931.50 931.50	0
FELLER BUSINESS SOLUTIONS									
4541	OFFICE SUPPLIES-EDGE	BENSENVILLE	20130798	03/29/2013	11070740-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$33.47	0
639091-0	OFFICE SUPPLIES	BENSENVILLE	20130742	03/30/2013	11020110-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$43.23	0
639261-0	OFFICE SUPPLIES FOR ADMIN-WO	BENSENVILLE	20130895	04/04/2013	11020110-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$23.78	0
639630-0	OFFICE SUPPLIES	BENSENVILLE	20130836	04/05/2013	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$12.86	0
639649-0	OFFICE SUPPLIES	BENSENVILLE	20130851	04/07/2013	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$71.47	0
639994-0	WHITE TAPE, BLACK PRINT CARTRI	BENSENVILLE	20130851	04/07/2013	51050110-551110	PW	OFFICE SUPPLIES	\$71.48	0
639994-0	WHITE TAPE, BLACK PRINT CARTRI	BENSENVILLE	20130959	04/14/2013	11060640-551110	CD	MATERIALS/SUPPLIES-ADMIN	\$88.14	0
640611-0	STAPLER, WIPES AND 2 BOXES OF	BENSENVILLE	20130959	03/11/2013	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$-15.74	0
C639614-0	CREDIT RETURN-RUBBERBANDS	BENSENVILLE						328.69	
FERGUSON WATERWORKS									
10926 0012372 SC1870	NEPTUNE REP HANDHELD ESS4800 SERVICE CHARGE	CHICAGO CHICAGO	20130903 20130817	04/07/2013 03/30/2013	51050540-554510 51050543-554515	PW PW	SMALL TOOLS & EQUIPMENT WATER METERS	\$951.88 \$2.50 954.38	0 0 0
FERRELL GAS									
136	REFILL PROPANE GAS-EDGE II	DENVER	20130777	03/28/2013	11070740-541385	SF	GAS-PROPANE	\$126.20	0
1075256857	REFILL PROPANE GAS-EDGE I	DENVER	20130777	03/28/2013	11070740-541385	SF	GAS-PROPANE	\$53.20	0
1075256859	REFILL PROPANE GAS-EDGE I	DENVER	20130778	04/04/2013	11070740-541385	SF	GAS-PROPANE	\$154.40	0
1075376898	REFILL PROPANE GAS-EDGE I	DENVER	20130778	04/04/2013	11070740-541385	SF	GAS-PROPANE	\$84.00	0
1075376903	REFILL PROPANE GAS-EDGE I	DENVER	20130932	04/11/2013	11070740-541385	SF	GAS-PROPANE	\$129.80	0
1075495933	REFILL PROPANE GAS-EDGE II	DENVER	20130932	04/11/2013	11070740-541385	SF	GAS-PROPANE	\$88.80	0
1075495935	REFILL PROPANE GAS-EDGE I	DENVER						636.40	
FIRST EAGLE BANK									
354 5972 5972	P & IFOR COPIER LEASE-DUE 4/01 P & IFOR COPIER LEASE-DUE 4/01	HANOVER PAR HANOVER PAR	20130003 20130003	03/31/2013 03/31/2013	11020180-548110 11020180-548110	IT IT	RENTAL & LEASE - EQUIPMENT RENTAL & LEASE - EQUIPMENT	\$221.38 \$2,327.93 2,549.31	0 0

EXPENDITURE APPROVAL LIST
FOR CHECKS DATED: 4/2/2013

FOR CHECKS DATED: 4/2/2013

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/2/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DU DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	CHECK AMOUNT	W/T/MANUAL CHECK #
424321-001	HYDRAULIC ADP	FRANKLIN PAR	20130848	04/11/2013	11050423-542410	PW	R&M VEHICLES	\$10.24	166.24	0
GOLD MEDAL-CHICAGO										
9695										
253307	FOOD ITEMS FOR CONCESSIONS	BENSENVILLE	20130812	03/29/2013	11070785-557810	SF	FOOD ITEMS	\$435.30	0	
253570	FOOD ITEMS FOR CONCESSIONS	BENSENVILLE	20130948	04/10/2013	11070785-557810	SF	FOOD ITEMS	\$298.05	0	
253662	FOOD ITEMS FOR SUNDAE'S TOO	BENSENVILLE	20130949	04/10/2013	11070790-557810	SF	FOOD ITEMS	\$602.60	0	
								1,335.95		
GRAINGER										
2841										
9078926194	HOOK MAGNETS FOR VOB BANNE	PALATINE	20130791	03/30/2013	11070740-541145	SF	ADVERTISING	\$442.08	0	
9080648574	CONTACT CLEANER,AEROSOL CAN	PALATINE	20130790	03/31/2013	11050420-552670	PW	MATERIAL/SUPPLIES-ST LIGHTS	\$15.45	0	
9084810838	(36) HOOK MAGNETS-VOB BANNEF	PALATINE	20130942	04/05/2013	11070740-542310	SF	°R&M EQUIPMENT	\$442.08	0	
								899.61		
GREAT LAKE THEATRE SERVICE, LTD										
319										
MARCH 2013	MARCH BOOKIN MOVIE FEES-THE/	AURORA	20130781	04/01/2013	11070790-541460	SF	BOOKING FEES	\$375.00	0	
								375.00		
GRECIAN DELIGHT FOODS DISTRIBUTION										
10553										
514448	CLEANING SUPPLIES-EDGE I & II	ELK GROVE VII	20130951	04/13/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$424.06	0	
514451	CLEANING SUPPLIES-EDGE I & II	ELK GROVE VII	20130951	04/13/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$26.46	0	
								450.52		
HD SUPPLY WATERWORKS, LTD										
12655										
6253832	CLAMPS	CHICAGO	20130756	03/26/2013	51050540-552520	PW	WATER MAIN PARTS	\$264.71	0	
6266011	CLAMPS	CHICAGO	20130756	03/29/2013	51050540-552520	PW	WATER MAIN PARTS	\$136.83	0	
6266841	CLAMPS	CHICAGO	20130828	03/31/2013	51050540-552520	PW	WATER MAIN PARTS	\$140.00	0	
6267072	CLAMPS	CHICAGO	20130718	03/30/2013	51050540-552520	PW	WATER MAIN PARTS	\$152.62	0	
6267275	CLAMPS	CHICAGO	20130756	03/29/2013	51050540-552520	PW	WATER MAIN PARTS	\$263.45	0	
6267360	CLAMPS	CHICAGO	20130756	03/29/2013	51050540-552520	PW	WATER MAIN PARTS	\$147.54	0	
6270912	PARTS	CHICAGO	20130919	04/06/2013	51050540-552520	PW	WATER MAIN PARTS	\$246.50	0	
6341003	REPAIR LID	CHICAGO	20130962	04/12/2013	51250520-552515	PW	MATERIALS-STORM BASINS	\$285.78	0	
								1,637.43		
HELGET GAS PRODUCTS										
12648										
00647750	MONTHLY RENTAL OF CYLINDERS-	OMAHA	20130025	03/30/2013	11070790-549990	SF	OTHER CONTRACTUAL SERVICE	\$18.00	0	
00951882	PURCHASE OF ARGON GAS-EDGE	OMAHA	20130827	03/30/2013	11070740-542310	SF	R&M EQUIPMENT	\$99.95	0	

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/2/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DU DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
99 2837-23945	BOND REFUND			04/19/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$250.00	0
HILTI INCORPORATED 3372 4602313320	HAMMER DRILL BIT	PITTSBURGH	20130983	04/06/2013	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	250.00	
HINCKLEY SPRINGS 12432 11407829030313	BOTTLED WATER-INV #11407829	DALLAS		20130774	04/02/2013	11040341-577121	PD	TEEN CENTER	164.28
HOME DEPOT CREDIT SERVICES 7665									
2572977	MATERIALS & SUPPLIES-POOL & E	COLUMBUS	20130804	04/02/2013	11070740-542310	SF	R&M EQUIPMENT	\$78.19	0
2572977	MATERIALS & SUPPLIES-POOL & E	COLUMBUS	20130804	04/02/2013	11070760-542310	SF	R&M EQUIPMENT	\$26.90	0
2971102	RECALL SERVICE TO MEASURE C/A	COLUMBUS	20130803	03/23/2013	31080800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCTL	\$35.00	0
3081276	BRONZE LED TRIM,BIKE HANGER	COLUMBUS	20130854	04/11/2013	31080800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCTL	\$22.39	0
3096593	MATERIALS & SUPPLIES-POOL & E	COLUMBUS	20130804	04/01/2013	11070740-542310	SF	R&M EQUIPMENT	\$42.31	0
3096593	MATERIALS & SUPPLIES-POOL & E	COLUMBUS	20130804	04/01/2013	11070760-542310	SF	R&M EQUIPMENT	\$14.56	0
3097053	INT PRINT	COLUMBUS	20130854	02/20/2013	31080800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCTL	\$65.96	0
4013983	CEILING TILE-EDGE II	COLUMBUS	20130840	03/21/2013	11070740-542310	SF	R&M EQUIPMENT	\$49.52	0
4565408	WELDWOOD CONTACT CEMENT, B	COLUMBUS	20130854	04/10/2013	31080800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCTL	\$11.88	0
5018455	2X6-8 HT WW	COLUMBUS	20130854	02/28/2013	31080800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCTL	\$4.70	0
6014444	MATERIALS & SUPPLIES-POOL & E	COLUMBUS	20130804	03/29/2013	11070740-542310	SF	R&M EQUIPMENT	\$53.05	0
6014444	MATERIALS & SUPPLIES-POOL & E	COLUMBUS	20130804	03/29/2013	11070760-542310	SF	R&M EQUIPMENT	\$18.26	0
6244240	CREDIT RETURN-SHWR ROD	COLUMBUS	20130826	02/27/2013	11070760-542310	FN	R&M EQUIPMENT	\$-11.34	0
7080278	THERMOSTAT-TEEN CENTER-#0301	COLUMBUS	20130804	04/07/2013	11040341-577121	PD	TEEN CENTER	\$24.97	0
7082873	MATERIALS & SUPPLIES-POOL & E	COLUMBUS	20130804	03/28/2013	11070740-542310	SF	R&M EQUIPMENT	\$39.36	0
7082873	MATERIALS & SUPPLIES-POOL & E	COLUMBUS	20130804	03/28/2013	11070760-542310	SF	R&M EQUIPMENT	\$13.55	0
8161141	WELDING HELMET,TOGGLE SWITC	COLUMBUS	20130840	04/06/2013	11070740-542310	SF	R&M EQUIPMENT	\$148.67	0
								637.93	
HYGIENE SOLUTIONS INC 678									
12929	AUTOFRESH PRODUCT, PEEPOD &	MONTGOMERY	20130113	03/03/2013	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$43.00	0
13005	CLEANING SUPPLIES-THEATRE	MONTGOMERY	20130788	03/31/2013	11070790-542112	SF	R & M BUILDING-CLEANING	\$33.00	0
13006	JANITORIAL SERVICE	MONTGOMERY	20130832	03/31/2013	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$64.50	0

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/2/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DU DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	CHECK AMOUNT	W/T/MANUAL CHECK #
13027	CLEANING SUPPLIES-EDGE I	MONTGOMERY	20130787	03/31/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$92.50		0
13028	CLEANING SUPPLIES-EDGE II	MONTGOMERY	20130787	03/31/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$371.00		0
13110	AUTOFRESH PRODUCT, PEEPPOD S	MONTGOMERY	20130113	03/31/2013	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$43.00		0
13122	JANITORIAL SUPPLIES	MONTGOMERY	20130844	04/05/2013	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$57.00		0
13122	JANITORIAL SUPPLIES	MONTGOMERY	20130844	04/05/2013	51050110-551110	PW	OFFICE SUPPLIES	\$56.99		0
13123	JANITORIAL SUPPLIES	MONTGOMERY	20130833	04/05/2013	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$113.99		0
ICMA_RC RETIREMENT										
3096										
030113	ICMA PR WH 3/1/13			03/31/2013	11000000-213100	FN	PAYROLL DEDUCTN-DEF COMP	\$5,657.51		9002553
031513	ROTH IRA PR WH 3/15/13			04/18/2013	11000000-213300	FN	PAYROLL DEDUCTN-ROTH IRA	\$65.00		9002570
30113	ROTH IRA PR WH 3/1/13			03/31/2013	11000000-213300	FN	PAYROLL DEDUCTN-ROTH IRA	\$65.00		9002554
315153	ICMA PR WH 3/15/13			04/14/2013	11000000-213100	FN	PAYROLL DEDUCTN-DEF COMP	\$5,730.44		9002573
IDENTI-KIT COMPANY, INC.										
3206										
103391	ANNUAL SOFTWARE LEASE-#1033;	CHANDLER		20130769	03/31/2013	11040360-548110	PD	RENTAL & LEASE-EQUIPMENT	\$408.00	
ILLINOIS ARBORIST ASSOCIATION										
479										
040213	IL TREE CITY/TREE CAMPUS USA-H	ANTIORCH		20130783	04/11/2013	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$65.00	
ILLINOIS DEPARTMENT OF REVENUE										
3098										
030113	IL STATE PR TAX WH 3/1/13	SPRINGFIELD	20130740	03/31/2013	11000000-212040	FN	PAYROLL DEDUCTN-ST INC TX	\$13,810.12		9002548
031513	IL STATE PR TAX WH 3/15/13	SPRINGFIELD	20130971	04/14/2013	11000000-212040	FN	PAYROLL DEDUCTN-ST INC TX	\$14,083.84		9002568
ILLINOIS DEPT.OF AGRRICULTURE										
11804										
5C00217	INSPECT TRUCK ENFORCEMENT S	SPRINGFIELD	20130871	04/10/2013	11040340-542310	PD	R&M EQUIPMENT	\$400.00		0
INTEGRYS ENERGY SERVICES INC										
13016										
3355640000-0213	FEBRUARY GAS BILL-735 E JEFFEF	GREEN BAY	20130977	04/06/2013	11070740-541370	SF	ELECTRICITY	\$5,720.22		0
6561640000-0213	FEBRUARY GAS BILL-545 JOHN ST	GREEN BAY	20130977	04/06/2013	11070740-541370	SF	ELECTRICITY	\$4,834.31		0
763464-13-0213	SERVICE FROM 02/01-03/05/13-735	GREEN BAY	20130978	04/06/2013	11070740-541370	SF	ELECTRICITY	\$15,312.80		0
763464-19-0213	SERVICE FROM 02/01-03/05/13-105	GREEN BAY	20130921	04/06/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PLA	\$969.46		0
763464-2-0213	SERVICE FROM 02/01-03/05/13-230	GREEN BAY	20130921	04/06/2013	51050550-541370	PW	ELECTRICITY/GAS	\$2,849.63		0

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/2/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DU DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
763464-21-0213	SERVICE FROM 02/01-03/05/13-700	GREEN BAY	20130921	04/06/2013	51050550-541370	PW	ELECTRICITY/GAS	\$2,175.50	0
763464-23-0213	SERVICE FROM 02/03-3/15/13-711 E.	GREEN BAY	20130922	04/11/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PLA	\$15,471.96	0
763464-25-0213	SERVICE FROM 02/01-03/05/13-545	GREEN BAY	20130979	04/06/2013	11070740-541370	SF	ELECTRICITY	\$9,409.33	0
763464-26-0213	SERVICE FROM 02/01-03/05/13-130	GREEN BAY	20130921	04/06/2013	51050550-541370	PW	ELECTRICITY/GAS	\$2,627.94	0
763464-29-0213	SERVICE FROM 02/01-03/05/13-711	GREEN BAY	20130921	04/06/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PLA	\$1,706.48	0
763464-5-0213	SERVICE FROM 02/01-03/05/13-REC	GREEN BAY	20130955	04/11/2013	11070720-541370	SF	ELECTRICITY	\$1,174.46	0
763464-8-0213	SERVICE FROM 02/01-03/04/13-629	GREEN BAY	20130921	04/05/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PLA	\$812.57	0
								63,064.66	
JAMES J BENES & ASSOC, INC									
7894	R-93-12 ENG VOLK BRO PHASE III	LISLE	20130444	03/30/2013	31080810-536513	PW	ENG SVC - DESIGN	\$11,013.11	0
								11,013.11	
JOHN R. DEMUS									
11341	CAM OP SPOT 03/18/13	OAK PARK	20131014	04/17/2013	11020170-572173	AD	BROADCASTING - LOCAL CHANNEL	\$75.00	0
								75.00	
JORSON & CARLSON CO., INC.									
7925									
0320317	ICE SCRAPER KNIVES-EDGE I & II	ELK GROVE VII	20130806	03/28/2013	11070740-542610	SF	R&M OLYMPIA	\$36.58	0
0320318	ICE SCRAPER KNIVES-EDGE I & II	ELK GROVE VII	20130806	03/28/2013	11070740-542610	SF	R&M OLYMPIA	\$67.66	0
0321261	ICE SCRAPER KNIVES-EDGE I & II	ELK GROVE VII	20130806	04/04/2013	11070740-542610	SF	R&M OLYMPIA	\$67.66	0
0321903	ICE SCRAPER KNIVES-EDGE II	ELK GROVE VII	20130946	04/11/2013	11070740-542610	SF	R&M OLYMPIA	\$36.58	0
0321904	ICE SCRAPER KNIVES-EDGE I	ELK GROVE VII	20130946	04/11/2013	11070740-542610	SF	R&M OLYMPIA	\$36.58	0
								245.06	
KEVIN H MILLON									
791	PROFESSIONAL SERV-ELECTORAL	WEST CHICAGO	20131002	03/02/2013	11010030-549990	AD	OTHER CONTRACTUAL SERVICE	\$700.00	0
								700.00	
KIEFT BROTHERS INC									
2900	TAPERED CONE BLOCK, CEMENT CONCRETE MIX, SOLID LID, PALLE	PALATINE	20130737	03/24/2013	51250520-552515	PW	MATERIALS-STORM BASINS	\$481.80	0
192741		PALATINE	20130794	03/27/2013	51250520-552515	PW	MATERIALS-STORM BASINS	\$460.90	0
								942.70	
KLEIN, THORPE & JENKINS LTD.									
3777	LEGAL SERVICES THRU 2/28/13	CHICAGO	20131031	04/02/2013	37380110-533100	AD	LEGAL SERVICES	\$2,161.66	0
								2,161.66	

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/2/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DU DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	CHECK #	W/T/MANUAL CHECK #
KORY SMITH 622 032513	TUITION REIMBURSEMENT-CODE	BENSENVILLE		04/02/2013	11020130-521510	CD	TRAINING PROGRAMS/SESSIONS	\$413.50	413.50	0
KOSSMAN, FRANK 2659 032013 037634	GIFT CERT-HEPPERT #0068403 REIMB-SCANNER AC CHARGER-IN	BENSENVILLE BENSENVILLE	20130988 20130765	04/19/2013 04/04/2013	11040110-554810 11040110-542510	PD PD	UNIFORMS - PURCHASE R&M COMMUNICATIONS SYSTEM	\$25.00 \$24.35	0 0	0
KRYSA SPECIALTY CORPORATION 654 10021	3 CASES OF COFFEE-INV #10021	BENSENVILLE	20130858	04/05/2013	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$94.50	94.50	0
LANNER, MUCHIN, DOMBROW, BECKER, I 11469 418378	GENERAL MATTERS FEB 2013	CHICAGO	20131045	04/02/2013	11020120-533110	AD	LEGAL SERVICES-GENERAL	\$2,176.25	2,176.25	0
LARRY ROESCH FAMILY AUTO GROUP 6784 FEB 2013	VW SALES TAX REBATE FEB., 2013	BENSENVILLE	20131011	04/02/2013	11030110-566090	FN	DEVELOPER REIMBURSEMENTS	\$4,997.00	4,997.00	0
LARSEN-BECKER 10840 10160520-00	MOTOR FOR PUMP. POOL LIFT	BATAVIA	20130841	04/11/2013	11070760-542310	SF	R&M EQUIPMENT	\$636.29	636.29	0
LAUTERBACH & AMEN 520 MARCH 2013	MARCH 2013 LIFE INSUR PREMIUM	WARRENVILLE	20130728	03/31/2013	11000000-214110	FN	PAYROLL DEDUCTN-HEALTH INS	\$132,723.50	9002550	
MARCH 2013	MARCH 2013 LIFE INSUR PREMIUM	WARRENVILLE	20130728	03/31/2013	11000000-214120	FN	PAYROLL DEDUCTN-LIFE INS	\$609.69	9002550	
MARCH 2013	MARCH 2013 LIFE INSUR PREMIUM	WARRENVILLE	20130728	03/31/2013	11000000-214160	FN	PAYROLL DEDUCTN-DENTAL INS	\$8,931.61	9002550	
										142,264.80
LAW OFFICES OF JOHN Z TOSCAS 12719 030213 031413BM 031413T	RED LIGHT MAIL-INV #030213M BUILD/MUNICIPAL CODE HEARING INC TOW HEARING-INV #031413T	PALOS HEIGHT PALOS HEIGHT PALOS HEIGHT	20130872 20130933 20130932	04/01/2013 04/13/2013 04/13/2013	11040110-533100 11040110-533100 11040110-533100	PD PD PD	LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES	\$225.00 \$550.00 \$700.00	0 0 0	1,475.00

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/2/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DU DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	CHECK #	W/T/MANUAL CHECK #
99 2544-203389	LESMAN INSTRUMENT COMPANY BOND REFUND			04/14/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$50.00 50.00	0	
513 02832	LIFELINE PLUMBING INC INSTALL WATER HEATER-EDGE II	ELGIN		20130881	03/17/2013	11070740-5442310	SF	R&M EQUIPMENT	\$6,700.00 6,700.00	0
2912 1303-780405 1303-781035	MAHER LUMBER HARDWARE STRIPPING PINE FASTENERS	WOOD DALE WOOD DALE	20130795 20130849	04/03/2013 04/10/2013	31080800-591000 31080800-591000	PW PW	CAPITAL OUTLAY-BLDG&STRUCT CAPITAL OUTLAY-BLDG&STRUCT	\$42.80 \$2.40 45.20	0 0	
127 5602	MARQUARDT & BELMONTE P.C. LOCAL PROSECUTIONS & HEARING	WHEATON		20130874	04/03/2013	11020120-533210	AD	LEGAL SERVICES-PROSECUTION	\$4,624.91 4,624.91	0
2916 01315597	MCCANN INDUSTRIES INC PARTS-EPOXY IDOT STEEL DOWEL	CHICAGO		20130889	04/06/2013	51050540-542810	PW	R&M PAVEMENT	\$467.30 467.30	0
12050 658606	MEADE ELECTRIC COMPANY INC R-45-2011 TRAFFIC SIGNAL MAINT -	MCCOOK		20130456	03/30/2013	11050421-542820	PW	R&M TRAFFIC SIGNALS	\$1,057.80 1,057.80	0
788 031513	MESSER & STILP, LTD WAGE DEDUCTION PR 3/15/13	CHICAGO		20130926	04/14/2013	11000000-217500	FN	PAYROLL DEDUCTN-COURT ORD	\$168.04 168.04	9002563
8953 1000067604	MICROSYSTEMS, INC. STORAGE CHARGES FOR 01/01/13.	NORTHBROOK		20130984	01/31/2013	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$2,421.34 2,421.34	0
488 101N7930	MIDLAND PAPER COPY PAPER FOR REDMOND COM	WHEELING		20130658	04/03/2013	11070740-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$1,068.00 1,068.00	0

EXPENDITURE APPROVAL LIST
FOR CHECKS DATED: 4/2/2013

Page 20 of 29

FOR CHECKS DATED: 4/2/2013

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/2/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUEDATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	CHECK AMOUNT	WT/ITEM/ MANUAL CHECK #
MSF GRAPHICS INC										
12977										
29348	REDMOND BOOKLET 2013	NORTHFIELD	20130920	03/29/2013	11070720-541145	SF	ADVERTISING	\$672.25	0	
29348	REDMOND BOOKLET 2013	NORTHFIELD	20130920	03/29/2013	11070740-541145	SF	ADVERTISING	\$672.25	0	
29348	REDMOND BOOKLET 2013	NORTHFIELD	20130920	03/29/2013	11070760-541145	SF	ADVERTISING	\$672.25	0	
29348	REDMOND BOOKLET 2013	NORTHFIELD	20130920	03/29/2013	11070790-541145	SF	ADVERTISING	\$672.25	0	
								2,689.00		
MUNICIPAL SYSTEMS INC										
12974										
8036	MOVE/ABC PRGM FEE-FEB 13#803	PALOS HTS	20130996	04/04/2013	11040110-542100	PD	MAINTENANCE AGREEMENTS	\$118.75	0	
8114	PARK/ORD PRGM FEE-FEB 13#811	PALOS HTS	20130994	04/04/2013	11040110-542100	PD	MAINTENANCE AGREEMENTS	\$2,355.00	0	
8133	POSTAGE/FEBRUARY 2013#8133	PALOS HTS	20130995	04/10/2013	11040110-542100	PD	MAINTENANCE AGREEMENTS	\$115.65	0	
								2,589.40		
NCPERS IL IMRF										
5424										
05820313	IMRF LIFE INSURANCE-MARCH	DALLAS	20130744	03/31/2013	11000000-214120	AD	PAYROLL DEDUCTN-LIFE INS	\$208.00	0	
								208.00		
NETWORK INTEGRATORS										
8718										
8010	DSL SERVICE-02/10/13-3/10/13#801	MUNDELEIN	20130864	02/19/2013	11040110-542410	PD	R&M VEHICLES	\$97.46	0	
8061	DSL SERVICE-3/10/13-4/10/13-TEEN	MUNDELEIN	20130772	03/26/2013	11040341-577121	PD	TEEN CENTER	\$97.46	0	
								194.92		
NICOR										
2673										
0573340000-0213	SERVICE FROM 02/11-03/11/13-SUN	AURORA	20130941	04/10/2013	11070790-541370	SF	ELECTRICITY	\$152.30	0	
1055780000-0213	SERVICE FROM 01/15-2/27/13-701 V	AURORA	20130734	03/29/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PLA	\$446.29	0	
1817192834-0213	SERVICE FROM 02/11-03/11/13-303`	AURORA	20130583	04/10/2013	11040341-577121	PD	TEEN CENTER	\$65.15	0	
20555780000-0213	SERVICE FROM 01/25-2/27/13-701 V	AURORA	20130734	03/29/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PLA	\$257.67	0	
5486340000-0213	SERVICE FROM 02/11-03/11/13-THE	AURORA	20130940	04/10/2013	11070790-541370	SF	ELECTRICITY	\$351.32	0	
5745557955-0213	SERVICE FROM 02/11-03/11/13-302`	AURORA	20130583	04/10/2013	11040341-577121	PD	TEEN CENTER	\$197.77	0	
6143740000-0213	SERVICE FROM 01/29-02/28/13-711	AURORA	20130887	04/03/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PLA	\$3,085.44	0	
6864780000-0213	SERVICE FROM 01/25-02/27/13-605	AURORA	20130734	03/29/2013	51050550-541370	PW	ELECTRICITY/GAS	\$152.02	0	
7194780000-0213	SERVICE FROM 01/25-02/27/13-20 N	AURORA	20130734	03/29/2013	51050550-541370	PW	ELECTRICITY/GAS	\$219.97	0	
								4,927.93		
NIGHT AND DAY RESTORATION SERV										
792										
032613	SECURING VACANT PROPERTY	ADDISON	20131006	04/02/2013	31080800-591000	AD	CAPITAL OUTLAY-BLDG & STRUCT	\$2,800.00	0	
								2,800.00		

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/2/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DU DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	CHECK #	W/T/MANUAL CHECK #
NORRIS, CHAD										
11760										
030813	EXTRA HELP WITH STUDIO PREP	PORTAGE	20130909	04/07/2013	11020170-572173	AD	BROADCASTING - LOCAL CHANNEL	\$216.00	0	
032413	CAM OP- BIG EVENTS / FENTON	PORTAGE	20131016	04/23/2013	11020170-572173	AD	BROADCASTING - LOCAL CHANNEL	\$216.00	0	
3-1-2013	SERVICE FROM 03/04-03/07/13-CAE	PORTAGE	20130012	04/06/2013	11020170-572173	AD	BROADCASTING - LOCAL CHANNEL	\$864.00	0	
3-2-2013	SERVICE FROM 03/11-03/14/13-CAB	PORTAGE	20130012	04/13/2013	11020170-572173	AD	BROADCASTING - LOCAL CHANNEL	\$864.00	0	
3-3-2013	SERVICE FROM 3/18-3/21 CABLE DI	PORTAGE	20130012	04/17/2013	11020170-572173	AD	BROADCASTING - LOCAL CHANNEL	\$864.00	0	
								3,024.00		
NORTH EAST MULTI-REGIONAL TRNG										
2941										
166385	STREET CRIME PROGRAM-STEPHEN NORTH AUROR	20130860	04/04/2013	11040110-521510	PD	TRAINING PROGRAMS/SESSIONS	\$275.00		0	
								275.00		
NORTHERN ILLINOIS POLICE ALARM :										
652										
8729	MEMBERSHIP ASSESSMENT-05/01/	WHEELING	20130323	05/31/2013	11040340-521510	PD	TRAINING PROGRAMS/SESSIONS	\$400.00	0	
8730	MOBILE FIELD FORCE&COMMUNIC	WHEELING	20130324	05/31/2013	11040340-521510	PD	TRAINING PROGRAMS/SESSIONS	\$805.00	0	
								1,205.00		
NORTHERN LIGHTS DISPLAY LLC										
775										
1635	BANNERS	EDEN PRAIRIE	20130508	04/10/2013	31080800-591000	PW	CAPITAL OUTLAY-BLDG & STRUCT	\$9,685.00	0	
								9,685.00		
OPEN ROAD FILMS, LLC										
598										
SIDE EFFECTS WI MOVIE RENTAL FEE"SIDE EFFECTS LOS ANGELES			20130786	04/06/2013	11070790-547910	SF	MOVIE RENTAL FEES	\$174.30	0	
								174.30		
P & G KEENE ELECTRICAL REBUILD										
8929										
339813CR	CREDIT	BRIDGEVIEW	20122710	05/23/2012	11050430-542310	PW	R&M EQUIPMENT	\$-189.68	0	
340147	CUSHMAN STARTER-REDMOND PAR	BRIDGEVIEW	20130865	08/05/2012	11070720-542310	SF	R & M EQUIPMENT	\$163.31	0	
342132	ALTERNATOR-SQ #303-INV #342132	BRIDGEVIEW	20130865	04/12/2013	11040110-542410	PD	R&M VEHICLES	\$321.20	0	
								294.83		
P.F. PETTIBONE & CO.										
3748										
27317	ORDINANCE/RESOLUTION PAPER MCHENRY	20130893	04/10/2013	11010030-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$258.95	0		
								258.95		
PADDOCK PUBLICATIONS INC										
7111										
02/22-04/18/13	DAILY HERALD DAILY DELIVERY-02	CAROL STREAM	20130286	03/24/2013	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$38.40	0	

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/2/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DU DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	CHECK AMOUNT	W/T/MANUAL CHECK #
T4331179	LEGAL NOTICE-WALK BEHIND DRU	CAROL STREAM	20130853	03/31/2013	11050110-541140	PW	LEGAL NOTICES	\$51.00	\$51.00	0
T4331180	LEGAL NOTICE-WALK BEHIND CON	CAROL STREAM	20130853	03/31/2013	11050110-541140	PW	LEGAL NOTICES	\$51.00	\$51.00	0
T4331182	LEGAL NOTICE-AERIAL BUCKET TF	CAROL STREAM	20130853	03/31/2013	11050110-541140	PW	LEGAL NOTICES	\$49.50	\$49.50	0
PARENT PETROLEUM.										
11416	HYDRAULIC OIL	ST CHARLES	20130822	03/29/2013	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$743.50	\$743.50	0
PAYLOCITY										
12843	PAYROLL FEES 3/1/13	ARLINGTON HE	20130757	03/31/2013	11030110-532310	FN	PAYROLL SERVICES	\$1,559.24	\$1,559.24	9002547
030113	PAYROLL FEES 3/15/13	ARLINGTON HE	20130930	04/14/2013	11030110-532310	FN	PAYROLL SERVICES	\$1,562.70	\$1,562.70	9002564
PETTY CASH										
6133	PETTY CASH - REIMBURSE EXPEN	BENSENVILLE	20130998	04/21/2013	11060110-521510	FN	TRAINING PROGRAMS/SESSIONS	\$25.00	\$25.00	0
032213	PETTY CASH - REIMBURSE EXPEN	BENSENVILLE	20130998	04/21/2013	11060110-522110	FN	EXPENSE REIMBURSEMENT	\$38.00	\$38.00	0
032213	PETTY CASH - REIMBURSE EXPEN	BENSENVILLE	20130998	04/21/2013	11020170-572173	FN	BROADCASTING - LOCAL CHANNEL	\$68.94	\$68.94	0
								131.94	131.94	
PETTY CASH (P.W.)										
2626	PETTY CASH REIMBURSEMENT	BENSENVILLE	20130885	04/14/2013	51050110-521510	PW	EDUC/SEMRSS/MTGS/TRNG	\$14.00	\$14.00	0
031513	PETTY CASH REIMBURSEMENT	BENSENVILLE	20130885	04/14/2013	11050110-522110	PW	EXPENSE REIMBURSEMENT	\$1.72	\$1.72	0
031513	PETTY CASH REIMBURSEMENT	BENSENVILLE	20130885	04/14/2013	11050110-542410	PW	R&M VEHICLES	\$27.00	\$27.00	0
								42.72	42.72	
PRECISION MECHANICAL INC										
9070	REPAIR PARTY ROOM UNIT-EDGE	FRANKLIN PAR	20130746	03/23/2013	11070740-542110	SF	R & M HVAC	\$1,566.50	\$1,566.50	0
28944	REPAIR EAST RINK UNIT- EDGE II	FRANKLIN PAR	20130809	03/31/2013	11070740-542110	SF	R & M HVAC	\$779.00	\$779.00	0
28959	REPAIR EAST RINK UNIT- EDGE II	FRANKLIN PAR	20130809	03/31/2013	11070740-542110	SF	R & M HVAC	\$427.50	\$427.50	0
28960	R4-2013 HVAC MAINT-MARCH 201	FRANKLIN PAR	20130291	04/14/2013	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$2,148.30	\$2,148.30	0
								4,921.30	4,921.30	
PSYCHCARE ASSOCIATES PC										
501	PSYCHOLOGICAL TESTING-CORCC	AURORA	20130727	02/14/2013	11010070-541240	AD	TESTING	\$500.00	\$500.00	0
011513	PSYCH EVALUATION FOR-OSSCAR C	AURORA	20130727	03/09/2013	11040340-541210	PD	PHYSICAL EXAMS	\$500.00	\$500.00	0
								1,000.00	1,000.00	

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/2/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DU DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	CHECK #	W/T/MANUAL CHECK #
RADC0 COMMUNICATIONS, INC.										
3991	REPAIR RADIO CONSOLE-INV#7871	GLENDALE HEI	20130771	03/31/2013	11040380-542510	PD	R&M COMMUNICATIONS SYSTEM	\$210.00	0	
78714	REPAIR RADIO CONSOLE-REPROG	GLENDALE HEI	20130991	04/14/2013	11040380-542510	PD	R&M COMMUNICATIONS SYSTEM	\$280.00	0	
78749								490.00		
REGIONAL PROPERTY MANAGEMENT										
99	BOND REFUND									
3243-25013										
	04/19/2013	75000000-226283	CD		DEPOSITS-PERFORMANCE BD RC		\$150.00		0	
								150.00		
REGIONAL TRUCK EQUIPMENT										
2972										
181485	WESTERN 96437	ADDISON	20130850	04/04/2013	11050423-542410	PW	R&M VEHICLES	\$63.55	0	
181662	WESTERN 56538K	ADDISON	20130850	04/12/2013	11050423-542410	PW	R&M VEHICLES	\$265.51	0	
								329.06		
RICHARD'S CARPET SERVICE										
785										
031913A	STUDIO CARPET	OWNERS GR	20130763	04/18/2013	31080800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCTL	\$1,900.00	0	
031913B	INSTALLATION OF COVE BASE	OWNERS GR	20130763	04/18/2013	31080800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCTL	\$65.00	0	
								1,965.00		
ROAKE AND ASSOCIATES, INC										
765										
28822	CENTER STREET FLOOD STUDY	NAPERVILLE	20130980	03/20/2013	51250520-536510	PW	ENGINEERING SERVICES	\$2,580.50	0	
								2,580.50		
ROESCH FORD										
486										
26348FOW	LAMP ASSEMBLY	BENSENVILLE	20130784	04/01/2013	51050540-542410	PW	R&M VEHICLES	\$48.19	0	
FOCS31036	DEDUCTIBLE FOR RO29466 #783	BENSENVILLE	20130762	01/31/2013	11050430-542410	PW	R&M VEHICLES	\$50.00	0	
								98.19		
RONCO INDUSTRIAL SUPPLY COMPANY										
58										
1211539-02	WHISK BROOM FOR TEEN CENTER	BENSENVILLE	20130985	04/13/2012	11040341-577121	PD	TEEN CENTER	\$4.40	0	
1212144-01	JANITORIAL SUPPLIES	BENSENVILLE	20130760	04/13/2013	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$110.59	0	
1212144-01	JANITORIAL SUPPLIES	BENSENVILLE	20130760	04/13/2013	51050110-551110	PW	OFFICE SUPPLIES	\$110.59	0	
								225.58		
ROYAL PIPE & SUPPLY COMPANY										
2980										
S1349690.001	TOILET REPAIRS-INV #S1349690.00	MELROSE PAR	20130989	04/06/2013	11040110-542110	PD	R&M BUILDING	\$315.88	0	
								315.88		

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/2/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DU DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
RUBACH KEN 12701 031413	REIMB MILEAGE AND TOLLS-EAB C	BENSENVILLE	20130857	04/13/2013	11050110-522110	PW	EXPENSE REIMBURSEMENT	\$39.19 39.19	0
S & M CAR WASH INC 2910 022813	11 CAR WASHES	BENSENVILLE	20130768	03/30/2013	11040110-554110	PD	FUEL/GAS/OIL	\$37.00 37.00	0
S B FRIEDMAN & COMPANY 204 2-2013 4-2013	PROFESSIONAL SERVICE-THORNT PROFESSIONAL SERVICE-GRAND /	CHICAGO CHICAGO	20130875 20130876	03/21/2013 04/07/2013	11060110-532100 37900000-532100	AD AD	PROFESSIONAL SERVICES PROFESSIONAL SERVICES	\$3,878.00 \$1,482.71 5,360.71	0 0
SIGN WORKS INCORPORATED 2999 60766 60899	"DISCOVER DOWNTOWN BENSENV EDGE SIGNAGE-POOL ENTRANCE,	BENSENVILLE BENSENVILLE	20130890 20130796	03/20/2013 03/28/2013	11070740-541145 11070760-541145	SF SF	ADVERTISING ADVERTISING	\$895.00 \$150.00 1,045.00	0 0
SNYDER PRODUCTS LLC 99 2808-23150	BOND REFUND			04/12/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$200.00 200.00	0
SPRINT 261 878425400-0213	SERVICE FROM 02/09-03/08/13	CAROL STREAM	20130877	04/11/2013	11020180-541315	IT	CELL PHONE SERVICE & EQUIPMENT	\$50.85 50.85	0
STANDARD EQUIPMENT CO. 4236 C81468	JOYSTICK	CHICAGO	20130631	03/27/2013	51050540-542410	PW	R&M VEHICLES	\$249.70 249.70	0
STAPLES BUSINESS INC 9227 3194063786	OFFICE SUPPLIES:#3194053786	FRAMINGHAM	20130866	04/01/2013	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$118.24 118.24	0
STATE CHEMICAL MANUFACTURING C 8034 96161913	JANITORIAL SUPPLIES	CLEVELAND	20130960	04/12/2013	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$42.54 \$42.53	0 0
	JANITORIAL SUPPLIES	CLEVELAND	20130960	04/12/2013	51050110-551110	PW	OFFICE SUPPLIES		

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 4/2/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
96167301	HAND CLEANER-VILLAGE HALL	CLEVELAND	20131000	04/14/2013	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING 318.57
STATE DISBURSEMENT UNIT							
13020							
030113	CHILD SUPPORT PR WH 3/1/13	CAROL STREAM	20130758	03/31/2013	11000000-217500	FN	PAYROLL DEDUCTN-COURT ORD 9002543
031513	CHILD SUPPORT PR WH 3/15/13	CAROL STREAM	20130931	04/14/2013	11000000-217500	FN	PAYROLL DEDUCTN-COURT ORD 9002562
STERLING CODIFIERS							
3006							
136577	VILLAGE CODE SUPPLEMENT #35	COEUR D'ALEN	20131008	04/02/2013	11010030-541160	AD	PRNTG, BINDING & DUPLICAT 758.00
SUBURBAN LABORATORIES INC.							
3008							
25515	PRETREATMENT-PIE PIPER	HILLSIDE	20130126	03/28/2013	51050577-543510	PW	LABORATORY TESTING \$99.25
25516	PRETREATMENT-EMLIN COSMETIC	HILLSIDE	20130126	03/28/2013	51050577-543510	PW	LABORATORY TESTING \$569.68
25541	PRETREATMENT-GENERAL ELECT	HILLSIDE	20130126	03/29/2013	51050577-543510	PW	LABORATORY TESTING \$832.84
25648	PRETREATMENT-WASTE MANAGEI	HILLSIDE	20130738	03/30/2013	51050577-543510	PW	LABORATORY TESTING \$144.11
25656	PRETREATMENT-KERRY GROUP	HILLSIDE	20130126	03/30/2013	51050577-543510	PW	LABORATORY TESTING \$569.68
25657	PRETREATMENT-DOUMAK	HILLSIDE	20130126	03/30/2013	51050577-543510	PW	LABORATORY TESTING \$448.33
25676	COLIFORM	HILLSIDE	20130127	03/30/2013	51050550-543510	PW	LABORATORY TESTING \$107.50
25781	PRETREATMENT-ROYAL FOODS &	HILLSIDE	20130738	04/06/2013	51050577-543510	PW	LABORATORY TESTING \$569.68
25820	PRETREATMENT-PIE PIPER	HILLSIDE	20130738	04/10/2013	51050577-543510	PW	LABORATORY TESTING \$99.25
25841	PRETREATMENT-GENERAL ELECT	HILLSIDE	20130738	04/11/2013	51050577-543510	PW	LABORATORY TESTING \$159.15
25874	PRETREATMENT-CHICAGO WHITE	HILLSIDE	20130738	04/12/2013	51050577-543510	PW	LABORATORY TESTING \$635.11
25900	PRETREATMENT-DOUMAK	HILLSIDE	20130738	04/13/2013	51050577-543510	PW	LABORATORY TESTING \$448.33
25920	PRETREATMENT-COATINGS APPLI	HILLSIDE	20130738	04/14/2013	51050577-543510	PW	LABORATORY TESTING \$144.11
25922	PRETREATMENT-FORTUNE FISH	HILLSIDE	20130738	04/14/2013	51050577-543510	PW	LABORATORY TESTING \$569.68
25927	PRETREATMENT-PIE PIPER	HILLSIDE	20130738	04/14/2013	51050577-543510	PW	LABORATORY TESTING \$99.25
SUMMER, ANTHONY							
12554							
MARCH2013	REIMBURSEMENT-STUDIO LIGHTS	BENSENVILLE	04/02/2013	11020170-572173	AD	BROADCASTING - LOCAL CHANNEL 484.70	0
SUPERIOR BEVERAGE INC							
745							
623911	(35)CASES OF NESQUIK-CONCESS	MONTGOMERY	20130883	03/28/2013	11070785-557810	SF	FOOD ITEMS 558.00

EXPENDITURE APPROVAL LIST
FOR CHECKS DATED: 4/2/2013

FOR CHECKS DATED: 4/2/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DU DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
T.P.I. 8582 6470	PLAN REVIEWS AND INSPECTIONS	ST CHARLES	20130900	03/31/2013	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$5,295.00	0
10895 12355-00	MINUTURE HOLOGAN LAMPS,FUSE	TROY	20130816	03/27/2013	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$147.77	0
TERMINAL SUPPLY CO								147.77	
3012 00923948 00923948 00923948	MONTHLY CYLINDER RENTAL WEL MONTHLY CYLINDER RENTAL WEL MONTHLY CYLINDER RENTAL WEL	ITASCA ITASCA ITASCA	20130128 20130128 20130128	03/30/2013 03/30/2013 03/30/2013	11050490-542310 11050420-542410 51050540-542410	PW PW PW	R&M EQUIPMENT R & M VEHICLES R&M VEHICLES	\$16.80 \$16.80 \$16.80 50.40	0 0 0
TERRACE SUPPLY COMPANY									
9765 BENSEN06A-0413 BENSEN06A-0413 BENSEN06B-0413	BOND PRINC & INT APR 1 2013 BOND PRINC & INT APR 1 2013 BOND INT APR 1 2013	DALLAS DALLAS DALLAS	20130901 20130901 20130901	03/21/2013 03/21/2013 03/21/2013	41090920-715100 41090920-716100 41090920-716100	FN FN FN	DEBT SERVICE - PRINCIPAL DEBT SERVICE - INTEREST DEBT SERVICE - INTEREST	\$930,000.00 \$57,767.50 \$51,625.00 1,039,392.50	9002565 9002565 9002565
THE BANK OF NEW YORK MELLON									
111386 25552	PUBLICATION-POLICE OFFICER RE	LIBERTYVILLE			04/05/2013	11010070-541145	FN	ADVERTISING	\$496.00 496.00
THE BLUE LINE									
525 15534	UB PROCESSING FEES-03/05/13	WARRENVILLE	20130830	04/06/2013	51030250-549990	FN	OTHER CONTRACTUAL SERVICES	\$1,042.50	0
THIRD MILLENNIUM ASSOCIATES INC									
3016 490605-1	RENTAL-ROTO HAMMER BOSCH BI	BENSENVILLE	20130891	04/07/2013	51050540-548110	PW	RENTAL & LEASE PURCHASE	\$47.00 47.00	0
THORSEN, GARY									
11545 2013 SI	REIMBURSEMENT-2013 ISI CONFEI	BENSENVILLE	20130823	04/11/2013	11070740-522110	SF	EXPENSE REIMBURSEMENT	\$450.00 450.00	0

EXPENDITURE APPROVAL LIST

ENDITURE APPROVAL
FOR CHECKS DATED: 4/2/2013

Page 28 of 29

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DU DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	CHECK #	W/T/MANUAL CHECK #
42056	FIRE ALARM SERVICE-EDGE I	WOODRIDGE	20130785	03/21/2013	11070740-542310	SF	R&M EQUIPMENT	\$522.00	522.00	0
9749										
557147	BEER FOR THE BLUE LINE BAR	ITASCA	20130813	03/31/2013	11070785-557810	SF	FOOD ITEMS	\$1,716.75	0	
558755	BEER FOR THE BLUE LINE BAR	ITASCA	20130950	04/07/2013	11070785-557810	SF	FOOD ITEMS	\$1,124.50	0	
558756	BEER FOR THE BLUE LINE BAR	ITASCA	20130950	04/07/2013	11070785-557810	SF	FOOD ITEMS	\$25.55	0	
								2,866.80		
TREASURY DIRECT										
11906										
030113	SAVINGS BONDS PR WH 3/1/13			20130720	03/31/2013	11000000-213400	FN	PAYOUT DEDUCTN-SAVINGS BOI	\$25.00	90025555
031513	SAVINGS BONDS PR WH 3/15/13			20130929	04/18/2013	11000000-213400	FN	PAYOUT DEDUCTN-SAVINGS BOI	\$25.00	90025711
								50.00		
TROTTER AND ASSOCIATES, INC										
603										
8792	R-107-11 ENG SERV JEFFERSON V	ST. CHARLES	20130418	04/07/2013	51080860-536510	PW	CAPITAL OUTLAY ENGINEERING	\$4,039.87	0	
8793	R-107-11 ENG SERV JEFFERSON V	ST. CHARLES	20130418	04/07/2013	51080860-536510	PW	CAPITAL OUTLAY ENGINEERING	\$1,067.00	0	
								5,106.87		
TWENTIETH CENTURY FOX FILM COR										
6485										
LIFE OF PI WK#1	MOVIE RENTAL FEE "LIFE OF PI" W	CHICAGO	20130800	04/06/2013	11070790-547910	SF	MOVIE RENTAL FEES	\$531.20	531.20	0
UNDERWRITER'S SAFETY & CLAIMS										
12623										
02/01-02/28/13	WORKERS COMP 2/1/2013-2/28/20	LOUISVILLE	20130755	03/30/2013	11020150-562550	AD	CLAIM PAYMENTS-WORKERS COMP	\$11,127.54	11,127.54	0
UNIFIED TELECOM, INC										
767										
111982	CHECK SYSTEM ALARMS,POWER & UPS SWAP - POLICE DEPT	WOODRIDGE	20130620	03/14/2013	11020180-541310	IT	COMMUNICATION-PHONES (WIRE)	\$30.00	0	
111996		WOODRIDGE	20130621	03/21/2013	11020180-541310	IT	COMMUNICATION-PHONES (WIRE)	\$215.00	0	
								245.00		
UNITED WATER NACO LLC										
13205										
201317401	R-6-2012 WWTF OPERATION FIXED	HARRINGTON F	20130346	03/31/2013	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$105,721.08	105,721.08	0
VERIZON WIRELESS										
11240										
442003865-0213	SERVICE FROM 01/24-02/23/13	LEHIGH VALLEY	20130747	03/31/2013	11020180-541315	IT	CELL PHONE SERVICE & EQUIPM	\$2,331.29		

EXPENDITURE APPROVAL LIST
FOR CHECKS DATED: 4/2/2013

FOR CHECKS DATED: 4/2/2013

TYPE: Ordinance

SUBMITTED BY: S. Viger

DATE: 03.20.13

DESCRIPTION: Ordinance approving a Conditional Use Permit for Gage Foods to allow "Food Processing" in an I - 1 Office/Research/Assembly Industrial District at 454 Country Club

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

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

DATE: 03.19.13

BACKGROUND: The property in question is a small light industrial building located along the west side of Country Club Drive in the Northern Business District and TIF 12. The Argyle Apartment neighborhood abuts the property to the west. Gage Foods is seeking to relocate from their long time Bensenville location at 600 North York to this new location. They are seeking to remain in the Village despite offers of a free building in another state.

KEY ISSUES: In any Conditional Use Permit the meeting of the Approval Criteria of our Zoning Ordinance is the key to approval. The six criteria include traffic, environmental nuisance, neighborhood characteristics, use of public service, public necessity and other factors.

At the Public Hearing the owners of the abutting property spoke regarding two issues; localized flooding and the long standing yet unofficial cross access between properties on the block. The Village is working toward a solution to the standing water issue through the Administrative Adjudication process with the 454 Country Club Drive property owner. The temporary placement of trailers during construction is causing a bit of an issue for the cross access traffic. The trailers should be removed within 60 days. Both of these concerns have been added as conditions for approval.

The CDC and staff agree the Criteria have been satisfied.

ALTERNATIVES:

1. Committee discretion.

RECOMMENDATION: Staff initially recommended approval of the request with several conditions as enumerated in the staff report. At the 02.25.13 Public Hearing, the CDC voted (6 - 0) to recommend approval of the CUP with the conditions outlined below:

1. The Conditional Use Permit be granted solely to Windy Acquisitions LLC D/B/A Gage Foods
2. A copy of the Conditional Use Permit ordinance must be kept on the premises.
3. The property shall be developed and utilized in substantial conformance to the plans to be submitted as part of this application; and being reviews as Building Permit # 3193.

Based on the public comments, staff respectfully recommends two additional conditions:

4. Resolution of the flooding issue with the Village staff as the sole arbitrator.
5. Applicant will work with Village staff on the temporary location for the trailers and the trailers shall be removed no more than 60 days from the date of any Village approval of the Conditional Use Permit.

At their 03.19.13 meeting the CEDC voted 6 – 0 to approve the Conditional use Permit, with five conditions

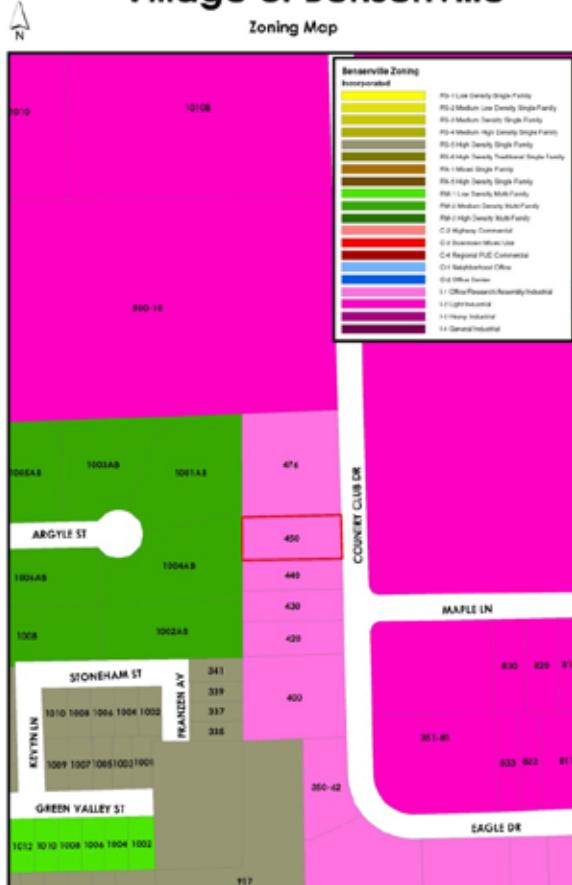
BUDGET IMPACT: N/A

ACTION REQUIRED: Adoption of the attached Ordinance granting the Conditional Use Permit.

CDC#2013 – 02 454 Country Club Drive
Gage Foods
CUP, Food Processing



Village of Bensenville



ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE GRANT OF A CONDITIONAL USE PERMIT
TO ALLOW FOOD PROCESSING AT 454 COUNTRY CLUB DRIVE,
BENSENVILLE, ILLINOIS**

WHEREAS, Anita Rackow Trust (“Owner”) and Windy Acquisition LLC D/B/A Gage Foods (“Applicant”), filed an application seeking a conditional use permit to allow Food Processing in the I-1 Office/Research/Assembly Industrial District pursuant to Section 10-9A-3 of *The Village of Bensenville Zoning Ordinance* (“Zoning Ordinance”) at property commonly known as 454 Country Club Drive, Bensenville, as legally described in Exhibit “A,” attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being on file in the Community and Economic Development Department; and

WHEREAS, Food Processing is allowed as a conditional use in the I-1 Office/Research/Assembly Industrial District; and

WHEREAS, Notice of Public Hearing with respect to the conditional use permit sought by the Owner and Applicant tenant was published in the Daily Herald on February 9, 2013 in the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing commencing on February 25, 2013 as required by the statutes of the State of Illinois and the ordinances of the Village, and after hearing the application, made the findings of facts submitted by Village Staff recommending approval of the application as set forth in Exhibit “B,” attached hereto and incorporated herein by reference; and

WHEREAS, upon said findings of facts, the Community Development Commission voted 6-0 to grant the application for conditional use permit to allow Food Processing as requested at the Subject Property; and

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

WHEREAS, the Community and Economic Development Committee then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees on April 2, 2013; and

WHEREAS, the President and Board of Village Trustees considered the matter and determined, based on its consideration, that the permit should be granted, finding that it is consistent with the Zoning Ordinance and the orderly and harmonious development of 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, duly assembled at a regular meeting, as follows:

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

SECTION TWO: That the application for a conditional use permit to allow Windy Acquisitions LLC D/B/A Gage Foods to conduct Food Processing at the Subject Property, in conjunction with its use of the Subject Property, is hereby granted, subject to the following conditions: (1) the Conditional Use Permit be granted solely to Windy Acquisitions LLC D/B/A Gage Foods and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of the sale or lease of the Subject Property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either recommend that the Village Board approve of the transfer of the permit to the new tenant or owners without amendment to the Conditional Use Permit, or if the CDC deems that the new proprietor or tenant contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor or tenant shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit; (2) a copy of the conditional use permit ordinance must be kept on the premises of the establishment; (3) the Subject Property shall be developed and utilized in substantial conformance to the Plans to be submitted, as a part of this Application; and being reviewed as Building Permit No. 3193; (4) Resolution of the flooding issue with the Village staff as the sole arbitrator; (5). Applicant will work with Village staff on the temporary location for the trailers and the trailers shall be removed no more than 60 days from the date of Village approval of the Conditional Use Permit.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 2nd day of April, 2013.

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

f:\pkb\bensenville\ordinances\zoning\conditionaluse\454countryclubdrivefoodprocessing.cup.doc

Ordinance # ____- 2013

Exhibit "A"

The Legal Description of the property is as follows:

The north 110.00 feet of lot 9 as measured on the east line thereof in "O'Hare Metropolitan Industrial District Unit 2," (a Resubdivision of parts of Lots 1, 2, 3, 8 and 10 and all of lot 9 in Henry D. Franzen's division), in section 11, Township 40 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded September 14, 1971, as Document No. R71 – 46718 in DuPage County, Illinois

Commonly known as 454 North Country Club Drive Bensenville, Illinois.

Ordinance # ____- 2013

Exhibit “B”

Findings of Fact

Motion:

Commissioner Janowiak made a motion to approve the findings of fact for the conditional use request consisting of:

1. **Traffic:** The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized. The proposed use will not create any adverse impact on types or volumes of traffic flow. Adequate parking is found for the uses associated with the subject property.
2. **Environmental Nuisance:** The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district. There will be not be negative environmental effects based on the internal nature of the food preparation being relatively small scale without the use or production of odiferous foods.
3. **Neighborhood Character:** The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized. The proposed use will fit harmoniously with the existing character of the office/research/assembly industrial area found along Country Club Drive.
4. **Use Of Public Services And Facilities:** The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area. The proposed use will not require existing community facilities or services disproportionate to that normally expected of permitted uses.
5. **Public Necessity:** The proposed use at the particular location requested is necessary to provide a service or a facility which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community. It will contribute to the general welfare of the community by supplying a use which is needed in our society.
6. **Other Factors:** The use is in harmony with any other elements of compatibility pertinent in the judgment of the commission to the

conditional use in its proposed location. Other factors are subject to the Commission's judgment.

Commissioner Rowe seconded the motion.

Roll Call:
Ayes: Moruzzi, Janowiak, Rowe, Pisano, Ventura, Weldon

Nays: None

All were in favor. Motion carried.

TYPE: Ordinance

SUBMITTED BY: S. Viger

DATE: 03.20.13

DESCRIPTION: Ordinance approving a Conditional Use Permit for Logos Evangelical Seminary to allow a Religious Institution (Seminary) in the O – 2 Office Center District at 631 N. IL Rte. 83

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 (6- 0 to approve)

DATE: 03.19.13

BACKGROUND:

The property in question is a three story multiple tenant office building along the east side of IL Rte. 83 north of Foster Avenue. The applicant is seeking to occupy the entire first floor of the building. Logos Evangelical Seminary is based in California and is seeking to expand to the Chicago area. It is envisioned that people will come to the property from throughout the metropolitan area and the nation, as it will be perhaps the sole Chinese institution of its kind in the Midwest. As a destination the establishment has the potential to increase Bensenville "brand" throughout the region.

KEY ISSUES:

In any Conditional Use Permit the meeting of the Approval Criteria of our Zoning Ordinance is the key to approval. The six criteria include traffic, environmental nuisance, neighborhood characteristics, use of public service, public necessity and other factors. The "office – type" use will be performed in doors so environmental issues are not present. The small initial number of participants and the Strategic regional Arterial of Rte. 83 meet the traffic criteria. The staff and CDC believe that the use of public services will be consistent with other uses in the area, and that the use will service a public necessity. After hearing the applicant's presentation the CDC and staff believe the all of the Criteria have been satisfied and Findings of Fact to that effect approved by the CDC.

ALTERNATIVES:

1. Committee discretion.

RECOMMENDATION:

Staff recommends approval of the request with several conditions as enumerated in the staff report. At the 02.25.13 Public Hearing, the CDC voted (5 - 0) to recommend approval of the CUP with the conditions outlined below:

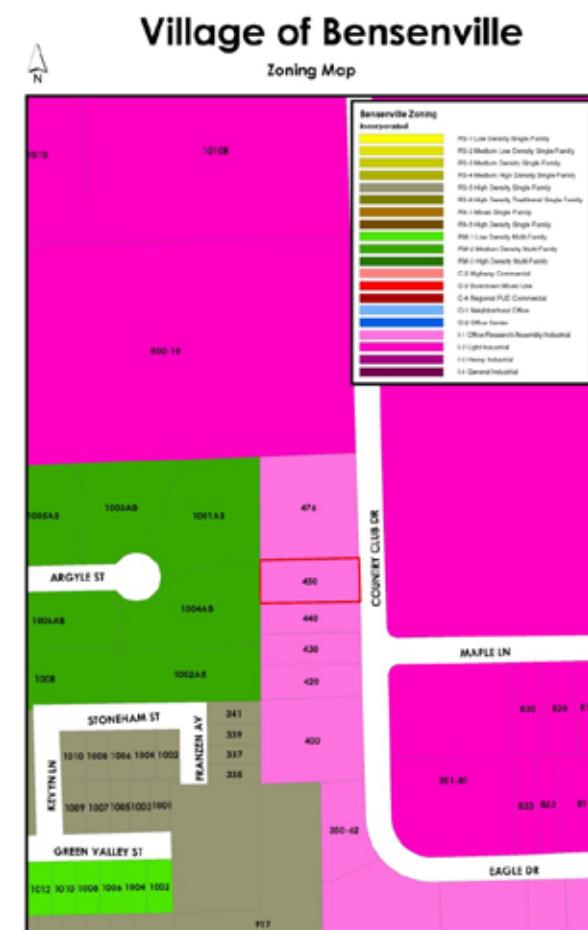
1. The Conditional Use Permit be granted solely to the Logos Evangelical Seminary
2. A copy of the Conditional Use Permit ordinance must be kept on the premises of the establishment;
3. Compliance with all life safety and code compliance issues that may arise from the upcoming staff inspections.

At their 03.19.13 meeting the Community & Economic Development Committee voted to approve the Conditional Use Permit (vote 6-0).

BUDGET IMPACT: N/A

ACTION REQUIRED: Approval of the attached Ordinance granting the Conditional Use Permit.

CDC#2013 – 02 454 Country Club Drive
Gage Foods
CUP, Food Processing



ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE GRANT OF A CONDITIONAL USE PERMIT
TO ALLOW FOOD PROCESSING AT 454 COUNTRY CLUB DRIVE,
BENSENVILLE, ILLINOIS**

WHEREAS, Anita Rackow Trust (“Owner”) and Windy Acquisition LLC D/B/A Gage Foods (“Applicant”), filed an application seeking a conditional use permit to allow Food Processing in the I-1 Office/Research/Assembly Industrial District pursuant to Section 10-9A-3 of *The Village of Bensenville Zoning Ordinance* (“Zoning Ordinance”) at property commonly known as 454 Country Club Drive, Bensenville, as legally described in Exhibit “A,” attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being on file in the Community and Economic Development Department; and

WHEREAS, Food Processing is allowed as a conditional use in the I-1 Office/Research/Assembly Industrial District; and

WHEREAS, Notice of Public Hearing with respect to the conditional use permit sought by the Owner and Applicant tenant was published in the Daily Herald on February 9, 2013 in the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing commencing on February 25, 2013 as required by the statutes of the State of Illinois and the ordinances of the Village, and after hearing the application, made the findings of facts submitted by Village Staff recommending approval of the application as set forth in Exhibit “B,” attached hereto and incorporated herein by reference; and

WHEREAS, upon said findings of facts, the Community Development Commission voted 6-0 to grant the application for conditional use permit to allow Food Processing as requested at the Subject Property; and

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

WHEREAS, the Community and Economic Development Committee then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees on April 2, 2013; and

WHEREAS, the President and Board of Village Trustees considered the matter and determined, based on its consideration, that the permit should be granted, finding that it is consistent with the Zoning Ordinance and the orderly and harmonious development of 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, duly assembled at a regular meeting, as follows:

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

SECTION TWO: That the application for a conditional use permit to allow Windy Acquisitions LLC D/B/A Gage Foods to conduct Food Processing at the Subject Property, in conjunction with its use of the Subject Property, is hereby granted, subject to the following conditions: (1) the Conditional Use Permit be granted solely to Windy Acquisitions LLC D/B/A Gage Foods and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of the sale or lease of the Subject Property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either recommend that the Village Board approve of the transfer of the permit to the new tenant or owners without amendment to the Conditional Use Permit, or if the CDC deems that the new proprietor or tenant contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor or tenant shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit; (2) a copy of the conditional use permit ordinance must be kept on the premises of the establishment; (3) the Subject Property shall be developed and utilized in substantial conformance to the Plans to be submitted, as a part of this Application; and being reviewed as Building Permit No. 3193; (4) Resolution of the flooding issue with the Village staff as the sole arbitrator; (5). Applicant will work with Village staff on the temporary location for the trailers and the trailers shall be removed no more than 60 days from the date of Village approval of the Conditional Use Permit.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 2nd day of April, 2013.

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

f:\pkb\bensenville\ordinances\zoning\conditionaluse\454countryclubdrivefoodprocessing.cup.doc

Ordinance # ____- 2013

Exhibit "A"

The Legal Description of the property is as follows:

The north 110.00 feet of lot 9 as measured on the east line thereof in "O'Hare Metropolitan Industrial District Unit 2," (a Resubdivision of parts of Lots 1, 2, 3, 8 and 10 and all of lot 9 in Henry D. Franzen's division), in section 11, Township 40 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded September 14, 1971, as Document No. R71 – 46718 in DuPage County, Illinois

Commonly known as 454 North Country Club Drive Bensenville, Illinois.

Ordinance # ____- 2013

Exhibit “B”

Findings of Fact

Motion:

Commissioner Janowiak made a motion to approve the findings of fact for the conditional use request consisting of:

1. **Traffic:** The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized. The proposed use will not create any adverse impact on types or volumes of traffic flow. Adequate parking is found for the uses associated with the subject property.
2. **Environmental Nuisance:** The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district. There will be not be negative environmental effects based on the internal nature of the food preparation being relatively small scale without the use or production of odiferous foods.
3. **Neighborhood Character:** The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized. The proposed use will fit harmoniously with the existing character of the office/research/assembly industrial area found along Country Club Drive.
4. **Use Of Public Services And Facilities:** The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area. The proposed use will not require existing community facilities or services disproportionate to that normally expected of permitted uses.
5. **Public Necessity:** The proposed use at the particular location requested is necessary to provide a service or a facility which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community. It will contribute to the general welfare of the community by supplying a use which is needed in our society.
6. **Other Factors:** The use is in harmony with any other elements of compatibility pertinent in the judgment of the commission to the

conditional use in its proposed location. Other factors are subject to the Commission's judgment.

Commissioner Rowe seconded the motion.

Roll Call:
Ayes: Moruzzi, Janowiak, Rowe, Pisano, Ventura, Weldon

Nays: None

All were in favor. Motion carried.

TYPE: Ordinance

SUBMITTED BY: S. Viger

DATE: 03.20.13

DESCRIPTION: Ordinance approving a Conditional Use for Quality Auto Restoration to allow Major and Minor Motor Vehicle Repair in an existing I - 2 Light Industrial Zoning District at 1085 South Entry Drive

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

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

DATE: 03.19.13

BACKGROUND: The property in question is a multiple tenant light industrial building along the east side of South Entry Drive. Two other auto body establishments exist in the building. The Elm Court Apartment neighborhood abuts the property to the east. Quality Auto provides light mechanical work, scratch and dent removal, body work and painting in the restoration of classic cars.

KEY ISSUES: In any Conditional Use Permit the meeting of the Approval Criteria of our Zoning Ordinance is the key to approval. The six criteria include traffic, environmental nuisance, neighborhood characteristics, use of public service, public necessity and other factors.

Two ownership representatives for the Elm Court neighborhood spoke regarding possible noise and paint odor from the property in question. The CDC added a condition limiting the hours of operation to from 7:00 to 5:00 PM. After hearing the applicants presentation as well as from representatives from Elm Court the CDC and staff believe the Criteria have been satisfied and Findings of Fact to that effect approved by the CDC.

ALTERNATIVES:

1. Committee discretion.

RECOMMENDATION: Staff recommends approval of the request with several conditions as enumerated in the staff report. At the 03.11.13 Public Hearing, the CDC voted (6 - 0) to recommend approval of the CUP with the conditions outlined below:

1. The Conditional Use Permit be granted solely to Quality Auto Restorations.
2. A copy of the Conditional Use Permit ordinance must be kept on the premises
3. Utility bill be "current" prior to this matter being scheduled at the Village Board CEDC.
4. The applicant shall submit their procedures for handling various fluids and solvents in writing to the staff for review and approval.
5. The required triple basin shall be installed within 60 days of Village Board approval.
6. Applicant shall schedule an inspection so that staff can verify the life safety and code compliance issues in the PW and CED staff commentaries. Failure to comply will initiate the revocation of the CUP process found in Municipal Code Section 10 – 3A – 11 D.
7. Hours of operation limited from 7:00 AM to 5:00 PM.

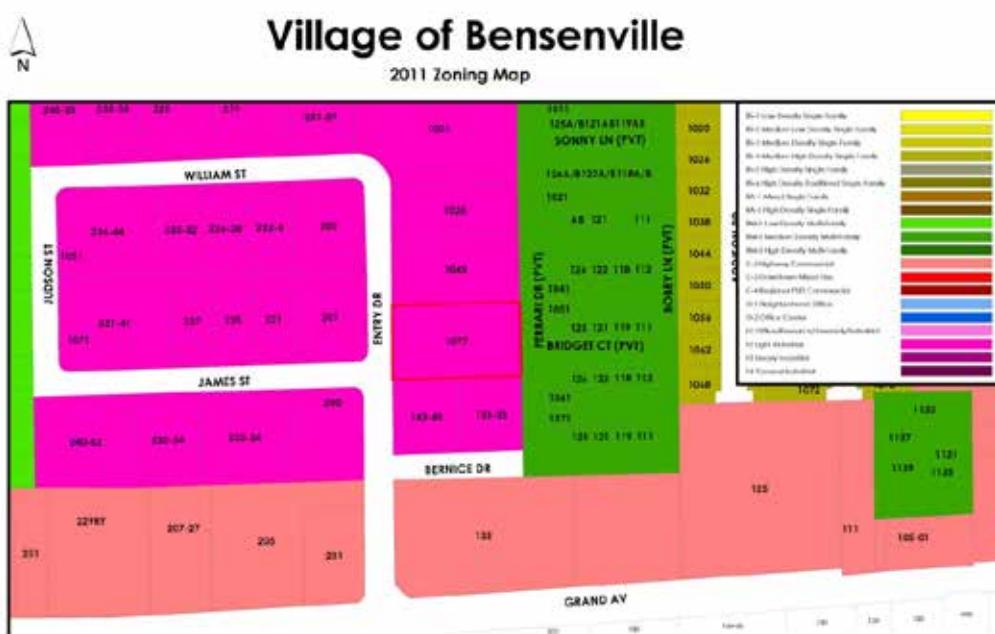
At their 03.19.13 meeting the CEDC voted 6 – 0 to approve the Conditional Use Permit.

BUDGET IMPACT: N/A

ACTION REQUIRED: Adoption of the attached ordinance granting the Conditional use Permit.

Mike Bernotas / Tim Hurlburt (Quality Auto Restoration)

Conditional Use Permit; Motor Vehicle Repair Major & Minor



ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE GRANT OF A CONDITIONAL USE PERMIT
TO ALLOW MOTOR VEHICLE REPAIR (MAJOR & MINOR) AT
1085 SOUTH ENTRY DRIVE, BENSENVILLE, ILLINOIS**

WHEREAS, VIP II LLC (“Owner”) and Quality Auto Restorations (“Applicant”), filed an application seeking a conditional use permit to allow the Applicant to conduct Motor Vehicle Repair (Major & Minor) in the I-2 Industrial District pursuant to Sections 10-9B-3 of *The Village of Bensenville Zoning Ordinance* (“Zoning Ordinance”) at property commonly known as 1085 South Entry Drive, Bensenville, as legally described in Exhibit “A,” attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the conditional use permit sought by the Owner and Applicant was published in the Daily Herald on February 9, 2013 in the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on February 25, 2013 as required by the statutes of the State of Illinois and the ordinances of the Village, and after hearing the application, made the findings of facts as set forth in Exhibit “B,” attached hereto and incorporated herein by reference; and

WHEREAS, upon said findings of facts, the Community Development Commission voted 6 – 0 to approve the application for conditional use permit to allow Motor Vehicle Repair (Major & Minor) at the Subject Property, subject to the conditions as recommended in the staff report; and

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

WHEREAS, the Community and Economic Development Committee then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees on April 2, 2013; and

WHEREAS, the President and Board of Village Trustees considered the matter and determined, based on its consideration, that the permit should be granted, allowing the relief requested, finding that it is consistent with the Zoning Ordinance and the orderly and harmonious development of the Village.

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

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

SECTION TWO: That the application for a conditional use permit to allow Quality Auto Restorations to conduct Motor Vehicle Repair (Major & Minor) at the Subject Property, in conjunction with its use of the Subject Property, is hereby granted subject to the following conditions: (1) the conditional use permit be granted solely to Quality Auto Restorations and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of the sale or lease of this property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either recommend that the Village Board approve of the transfer of the lease and/or ownership to the new proprietor without amendment to the Conditional Use Permit; or if the CDC deems that the new proprietor contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit; (2) a copy of the Conditional Use Permit ordinance must be kept on the premises of the establishment; (3) the utility bill must be made "current" (4) the applicant shall submit their procedures for handling various fluids and solvents in writing to the Village staff for review and approval; (5) the required triple basin shall be installed within sixty (60) days of Village Board approval; (6) applicant shall schedule an inspection so that Village staff can verify the life safety and code compliance issues contained in Public Works and Community & Economic Development staff commentaries. Failure to comply with Village Code requirements will result in initiation of the revocation of the permit in accordance with the process found in Municipal Code Section 10-3A-11 D; and (7) hours of operation shall be limited to 7:00 a.m. to 5:00 p.m.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 2nd day of April 2013.

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

Ordinance # ____- 2013

Exhibit "A"

The Legal Description of the property is as follows:

THE SOUTH 400 FEET (EXCEPT THE SOUTH 200 FEET THEREOF) OF LOT 2 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH ½ OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NORVEMBER 7, 1977 AS DOCUMENT NO. R77 – 102033 IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 1085 South Entry Drive Bensenville, Illinois.

Ordinance # ____- 2013

Exhibit “B”

Findings of Fact

Commissioner Janowiak made a motion to approve the findings of fact for the conditional use request consisting of:

1. **Traffic:** The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized. The proposed use will not create any adverse impact on types or volumes of traffic flow. Adequate parking is found for the uses associated with the subject property.
2. **Environmental Nuisance:** The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district. There will not be negative environmental effects based on the requirement that all work be performed in the building. However the proper procedures for handling waste oils, fluids and solvents is presently not known. The applicant(s) shall submit to the staff their procedures for approval. A triple basin grease separator is required upon its installation this criterion will be met. The Commissioners agreed to limit the hours of operation from 7:00am to 5:00pm.
3. **Neighborhood Character:** The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized. The proposed use will fit harmoniously with the existing character of the Southern Business District area found along Entry Drive.
4. **Use Of Public Services And Facilities:** The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area. The proposed use will not require existing community facilities or services disproportionate to that normally expected of permitted uses.
5. **Public Necessity:** The proposed use at the particular location requested is necessary to provide a service or a facility which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community. Staff believes that there is need for the auto restoration use. It will contribute to the general welfare of the community by supplying a use or service which is seen as a positive for the community.
6. **Other Factors:** The use is in harmony with any other elements of compatibility pertinent in the judgment of the commission to the conditional

use in its proposed location. Other factors are subject to the Commission's judgment.

Commissioner Weldon seconded the motion.

Roll Call:

Ayes: Moruzzi, Janowiak, Rowe, Pisano, Ventura, Weldon

Nays: None

All were in favor. Motion carried.

TYPE: Ordinance

SUBMITTED BY: S. Viger

DATE: 03.20.13

DESCRIPTION: Ordinance approving a variance for US Foods to allow an accessory structure, a small "guard shack," with a reduced setback at 800 Supreme Drive

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 6 -0 to approve)

DATE: 03.19.13

BACKGROUND:

The property in question is a large 20 acre property with the 328,000 square foot US Foods facility. The applicant has rebuilt the fencing on the property's perimeter and is seeking to erect a small guard shack to facilitate the movement of trucks onto the site as well as for additional security. By its very nature the guard shack needs to be at the entry to the site, but this location puts it in violation of the Zoning ordinance setback requirements for accessory structures.

KEY ISSUES:

To approve a Variance the Village shall find that the "Approval Criteria" found in the Zoning Ordinance are met. The Criteria include ; Special Circumstances, Hardship or Practical Difficulty, Circumstances Relate to the Property, Not Resulting From Actions of the Applicant, Preserve the Rights Conferred by District, Necessary For Use of Property, Not Alter Local Character, Consistent with Title and Plan, and Minimum Variance Needed. The nature of US Foods' operation creates a special circumstance, the property location on the industrial cul – de – sac hidden from view creates both a practical difficulty and property related circumstance. The need for the variance is not due to the actions of the applicant and will not alter the local character and will not confer special privileges. The request is the minimum necessary and if approved is consistent with the Village's overall plan.

After hearing the applicant's presentation the CDC and staff believe the all of the Criteria have been satisfied and Findings of Fact to that effect approved by the CDC.

ALTERNATIVES:

1. Committee discretion.

RECOMMENDATION:

Staff recommends approval of the request with several conditions as enumerated in the staff report. At the 02.25.13 Public Hearing, the CDC voted (5 - 0) to recommend approval of the variance with the conditions outlined below:

1. A copy of the variance Ordinance must be kept on the premises of the establishment;
2. The property shall be developed and utilized in substantial conformance to the plans to be submitted as part of this prepared by Par – Kut International Inc. Dated 12.03.2012

At their 03.19.13 meeting the CEDC voted 6 – 0 to approve the variance.

BUDGET IMPACT: N/A

ACTION REQUIRED: Adoption of the attached ordinance granting the variance.

CDC#2013 – 04 800 Supreme Drive

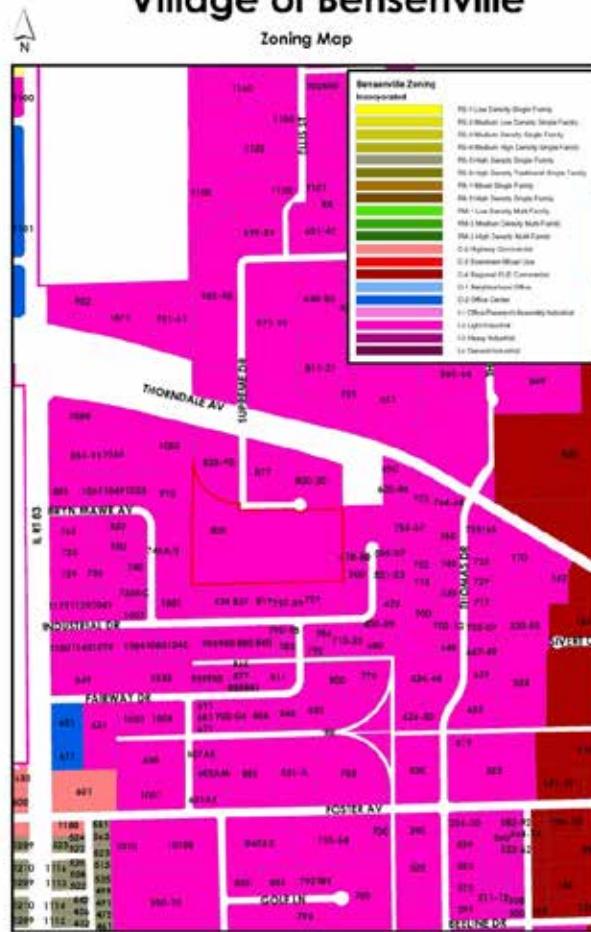
US Foods

Variance



Village of Bensenville

Zoning Map



ORDINANCE # _____

**AN ORDINANCE GRANTING A VARIANCE
TO ALLOW AN ACCESSORY STRUCTURE (A GUARD SHACK) IN THE REQUIRED
25 FOOT YARD OF THE PROPERTY COMMONLY IDENTIFIED AS
800 SUPREME DRIVE, BENSENVILLE, ILLINOIS**

WHEREAS, AMB Property II LP ("Owner") and US Foods ("Applicant") filed an application seeking a variance to allow an accessory structure (a guard shack) in the required 25 foot yard at the property located at 800 Supreme Drive, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the requested variance was published in the Daily Herald on February 9, 2013, in the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the property and via First Class mail, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on February 25, 2013, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, after hearing the application, the Community Development Commission approved the findings of facts submitted by Village Staff recommending approval of the variance and thereafter voted unanimously to approve the request for the variance to allow construction of the accessory structure (guard shack) in the required 25 foot yard on the Subject Property, with a condition that the accessory structure (guard shack) be constructed in compliance with the conditions recommended by the Commission; and forwarded its recommendations, including the Staff Report and findings relative to the variation to the Village Board's Community and Economic Development Committee, which concurred in the recommendation made therein, as are attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested variance to allow construction of the guard shack, as an accessory structure in the required 25 foot yard be granted for the Subject Property, as being consistent with the *Bensenville Village Code*.

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

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

SECTION TWO: That the Subject Property is currently zoned under the Zoning Ordinance as I-2 Light Industrial District, which zoning classification shall remain in effect subject to the variance granted herein.

SECTION THREE: That the Staff Report and Recommendation to approve the variance sought, as allowed by the *Bensenville Zoning Ordinance*, Code Section 10-14-13 is attached to the recommendations of the Community Development Commission in Exhibit "B" and was adopted by the Community Development Commission as its finding of facts, and said findings are adopted by the President and Board of Trustees, the Board of Trustees finding that said variance is proper and necessary.

SECTION FOUR: That, the variance sought by the Applicant to allow construction of a guard shack as an accessory structure in the 25 foot yard is hereby granted with the following conditions: (1) a copy of the variance Ordinance must be kept on the premises of the establishment; and (2) the Subject Property shall be developed and utilized in substantial conformance to the plans submitted as part of the application prepared by Par – Kut International Inc., dated December 3, 2012.

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

SECTION SIX: The terms and conditions set forth in this Ordinance are deemed to be a fundamental element of the relief granted herein, and are intended by the Village and the Applicant to run with the Subject Property and be binding upon any and all successors in interest to the Applicant.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 2nd day of April, 2013.

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

f:\pkb\bensenville\ordinances\zoning\variances\800 supreme drive.setbackvariation.doc

Ordinance # ___- 2013

Exhibit "A"

The Legal Description of the property is as follows:

Lot 3 in Thorndale Distribution Park, a Subdivision of part of the Southwest Quarter of Section 2 and part of the Northwest Quarter of Section 11, all in Township 40 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof Recorded September 4, 1974 as Document R74 - 45804, in DuPage County, Illinois and Certificate of Correction recorded May 12, 1975 as Document R75 - 20838

Commonly known as 800 Supreme Drive Bensenville, Illinois.

Ordinance # ____- 2013

Exhibit “B”

Findings of Fact

Commissioner Weldon made a motion to approve the findings of fact for the variance request consisting of:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them. The special circumstances exist for the property in question due to their need for security and efficient marshaling of truck traffic on and around their property.
2. **Hardship Or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience. The property in question will be subjected to undue hardship and practical difficulties up to and including relocation if the variances are not granted.
3. **Circumstances Relate To Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property. The special circumstances only relate to the physical characteristics specifically, the size of the property in relation to the Supreme Drive right of way and the specific operational needs of the applicant US Foods.
4. **Not Resulting From Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act. The special circumstances and practical hardship are not a direct result of actions of the applicant.
5. **Preserve Rights Conferred By District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties. Allowing these

variances does not confer a special privilege to the Applicant. A number of industrial properties have perimeter fencing similar to US Foods. The guard shack can be seen as an adjunct to the security fencing.

6. **Necessary For Use Of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property. A variance is necessary to allow the owners to enjoy substantial use of the property. Without the requested variance, the Applicant cannot operate their business at optimum efficiently.
7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity. Approval of the variance sought will not alter the essential character of the environs found near the property in question in the Village's Northern Business District.
8. **Consistent With Title And Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof. The granting of the variances will comply with the Comprehensive Plan of maintaining successful industrial business within the Village, solidifying our position as the premier location for business in the O'Hare region.
9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property. The staff has worked with the applicant and believes that the variances sought are the minimum required.

Commissioner Janowiak seconded the motion.

Roll Call:

Ayes: Moruzzi, Janowiak, Rowe, Pisano, Ventura, Weldon

Nays: None

All were in favor. Motion carried.

TYPE: Ordinance

SUBMITTED BY: S. Viger

DATE: 03.20.13

DESCRIPTION: Ordinance approving sign variances for Tint World, located at 1108 South York Road in an existing C – 2 Highway Commercial Zoning District.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: CEDC (6 – 0 to approve)

DATE: 03.19.13

BACKGROUND:

The property in question is located in a C-2 Highway Commercial District on the west side of South York Road just north of the busy Grand Avenue intersection. The request is to accommodate additional building (wall) signage above what the Zoning Ordinance would allow. The property in question had been vacant for a number of years, many prospective tenants came to the staff over the years but none came to be a reality until Tint World. We believe this to be the first Tint World operation in the State of Illinois. Tint World had applied for a sign permit for the three signs shown in this application. The sign permit was issued in error and Tint World erected the three signs. Once up, the CED supervisory staff noticed the signs, and uncovered the erroneous permit. That permit (#2523) was issued in mid-2012.

KEY ISSUES:

To approve a Variance the Village shall find that the "Approval Criteria" found in the Zoning Ordinance are met. The Criteria include ; Special Circumstances, Hardship or Practical Difficulty, Circumstances Relate to the Property, Not Resulting From Actions of the Applicant, Preserve the Rights Conferred by District, Necessary For Use of Property, Not Alter Local Character, Consistent with Title and Plan, and Minimum Variance Needed.

After hearing the applicant's presentation the CDC and staff believe the all of the Criteria have been satisfied and Findings of Fact to that effect approved by the CDC.

ALTERNATIVES:

1. Committee discretion.

RECOMMENDATION:

Staff recommends approval of the request with several conditions as enumerated in the staff report. At the 02.25.13 Public Hearing, the CDC voted (6 - 0) to recommend approval of the variance with the conditions outlined below:

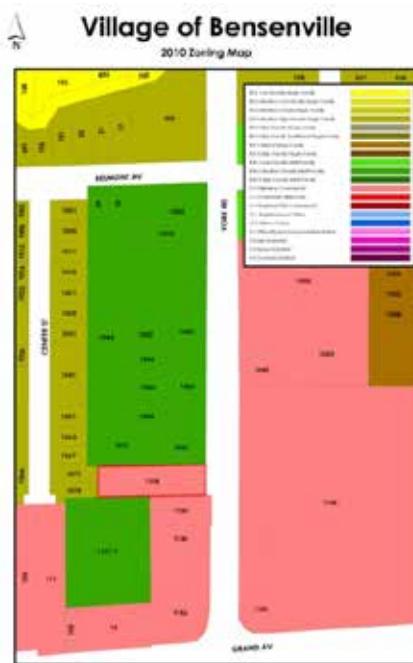
1. A copy of the Variance ordinance must be kept on the premises of the establishment;
2. The property shall be developed and utilized in substantial conformance to the plans submitted as part of this application on prepared Persona Sign makers / Image Builders dated 05.04.12; and approved by Permit #2523 A and 2523 B.
3. All temporary signage shall be removed. Any new temporary signage shall be permitted through the Village's Community & Economic Development Department.

At their 03.19.13 meeting the CEDC voted 6 – 0 to approve the variance.

BUDGET IMPACT: N/A

ACTION REQUIRED: Adoption of the attached Ordinance granting the variance.

CDC#2013 – 05 1108 South York Road
Tint World
Variance; Signs



ORDINANCE # _____

**AN ORDINANCE GRANTING A VARIANCE TO ALLOW ADDITIONAL
WALL SIGNAGE FOR 1108 SOUTH YORK ROAD**

WHEREAS, JMR Properties LLC ("Owner") and Tint World ("Applicant"), filed an application for approval of a sign variance to allow additional wall signage for the property located at 1108 South York Road, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being on file in the Community and Economic Department; and

WHEREAS, Notice of Public Hearing with respect to the variance sought by the Owner and Applicant was published in the Daily Herald on February 9, 2013 in the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on February 25, 2013 as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, after hearing on the application, the Community Development Commission approved the findings of fact submitted by Village Staff recommending approval of the variance and, thereafter, voted to approve the request for the sign variance, and forwarded its recommendations, including the Staff Report and findings relative to sign variance criteria to the Community and Economic Development Committee, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested variance to allow additional wall signage for the Subject Property is consistent with the *Bensenville Village Code*.

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

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

SECTION TWO: That the Subject Property is currently zoned under the Zoning Ordinance as C-2 Highway Commercial District, which zoning classification shall remain in effect subject to the sign variance granted herein.

SECTION THREE: That the Staff Report and Recommendation to approve the variance sought, as allowed by the *Bensenville Zoning Ordinance*, Code Section 10-18-11A-2(b), as adopted by the Community Development Commission as shown in Exhibit "B" and said findings are adopted by the President and Board of Trustees, the Board of Trustees finding that said variance is proper and necessary.

SECTION FOUR: That, the variance sought by the Owner and Applicant to vary the sign requirements to allow placement of additional signage is hereby granted with the following conditions: (1) a copy of the Variance Ordinance must be kept on the premises of the establishment; (2) the Subject Property shall be developed and utilized in substantial conformance to the plans to be submitted as part of this application on prepared Persona Sign Makers / Image Builders dated May 4, 2012 and approved by Permit No. 2523 A and 2523 B; and (3) all temporary signage shall be removed. Any new temporary signage shall be permitted through the Village's Community and Economic Development Department.

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

SECTION SIX: The terms and conditions set forth in this Ordinance are deemed to be a fundamental element of the relief granted herein, and are intended by the Village and the Applicant to run with the Subject Property and be binding upon any and all successors in interest to the Applicant.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 2nd day of April, 2013.

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

f:\pkb\bensenville\ordinances\zoning\variances\1108 s york rd sign.doc

Ordinance # ___- 2013

Exhibit "A"

The Legal Description of the property is as follows:

Lot 14 (Except the Easterly 50 feet) in Addison Township Supervisors Assessment Plat No. 5, being the property known as "York Grand Estates" Unit 2 in Addison Township, a part of the Northeast Quarter of Section 26, Township 40 North, Range 11 East of the Third Principal Meridian, in DuPage County Illinois.

Commonly known as 1108 South York Road Bensenville, Illinois.

Ordinance # ___ - 2013

Exhibit "B"

Findings of Fact

Commissioner Weldon made a motion to approve the findings of fact for the variance request consisting of:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them. The special circumstances exist as the Village issued the sign permit in error and the applicant expended moneys based on the Village staff permit approval.
2. **Hardship Or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience. The property in question will be subjected to undue hardship and practical difficulties should the erected signage be required to be removed.
3. **Circumstances Relate To Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property. The special circumstances only relate to the this property as the error was made only on the permit related to the Tint World property and signage.
4. **Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act. The special circumstances and practical hardship are not a direct result of actions of the applicant.
5. **Preserve Rights Conferred By District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other

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

6. **Necessary For Use Of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property. A variance is necessary to allow the owners to enjoy substantial use of the property.
7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity. Approval of the variance sought will not alter the essential character of the environs found near the property in question in the Village's York Road Business corridor.
8. **Consistent With Title And Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof. The granting of the variances will comply with the Comprehensive Plan of maintaining successful retail business within the Village, on the South York Road retail corridor.
9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property. The staff has worked with the applicant and believes that the variances sought are the minimum required.

Commissioner Janowiak seconded the motion.

Roll Call:

Ayes: Moruzzi, Janowiak, Rowe, Pisano, Ventura, Weldon

Nays: None

All were in favor. Motion carried.

TYPE: Resolution

SUBMITTED BY: S. Viger

DATE: 03.21.13

DESCRIPTION: Resolution accepting the "Comprehensive Economic Development Strategy" and beginning the process to amend the Village's 1980 Comprehensive Plan

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

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

DATE: 03.19.13

BACKGROUND: The Comprehensive Economic Development Strategy (Strategy) clarifies how the Village of Bensenville will reposition itself to take full advantage of the evolving infrastructure initiatives on the horizon, including the O'Hare Modernization Project and the Elgin – O'Hare Western Access Tollway. AECOM presented to the Village Board and CDC in July of 2012 and the staff reviewed the Strategy with the CDC on 09.24.12 and 03.11.13. Comments from these sessions have been incorporated into the attached Final Plan.

KEY ISSUES: The Strategy establishes land use plans for four key sub areas, Northern and Eastern Business Districts, the downtown and the Mid-Town / Irving Park Road Corridor. During the Committee discussion, staff and AECOM intend to focus mainly on the "Implementation" Section of the plan (page100). This section includes "Economic Development Priorities," "Strategic Infrastructure Investments," and "Strategic Opportunities;" these areas will enable to Village to capture the added value from our location at the mobility center of the nation as well as the extraordinary infrastructure enhancements coming to our doorstep. The Strategy recommendations include the identification and preliminary entitlement of Development sites, expanded economic development resources within the Village, and disposition of Village owned properties. In addition the plan includes storm water recommendations and a Marketing Strategy developed by Grisko.

ALTERNATIVES:

1. Village Board discretion.

RECOMMENDATION: At their 03.11.13 Public Hearing the CDC voted unanimously (6 – 0) to recommend approval of the Strategy as a Comprehensive Plan Amendment. At their 03.19.13 meeting the CEDC voted 6 – 0 to approve the CEDS as an Amendment to the Village's Comprehensive Plan.

Staff has since determined that it is in the best interest of the Village to holistically amend the Comprehensive Plan rather than approving incremental changes, therefore we respectfully request that the Village President and Board of Trustees "accept" the Strategy and authorize the beginning of the comprehensive amendment to our 1980 Plan. Recall that we have a technical assistance grant from CMAP to undertake the Comprehensive Plan Amendment beginning this Spring, and that process will incorporate this study.

BUDGET IMPACT: N/A

ACTION REQUIRED: Approval of the attached Resolution to accept the CEDS and authorization to begin the Amendment process for our Comprehensive Plan.

RESOLUTION NO. _____

**A RESOLUTION OF THE VILLAGE OF BENSENVILLE
ACCEPTING THE
“FINAL COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY”**

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 was awarded a grant from the Federal Aviation Administration (“FAA”) to prepare an airport compatibility study, and for this purpose in 2011 the Village engaged AECOM as its consultants; and

WHEREAS, during the study process, the scope of AECOM’s work was expanded, and the resultant report, titled “Comprehensive Economic Development Strategy,” a copy of which is attached hereto and incorporated herein by reference as Exhibit “A,” encompasses a strategy for the economic development of the Village as a whole; and

WHEREAS, the report is the culmination of identification of existing and proposed future land uses, identification of strategies to implement improvements in the Village, numerous stakeholder interviews, and the work of AECOM and Village Staff and elected and appointed Village Officials; and

WHEREAS, in future, the “Comprehensive Economic Development Strategy” will serve as the basis for an amendment to the Village’s Comprehensive Plan; and

WHEREAS, the contents and conclusions of the Report have been discussed, and the President and Trustees of the Village Board believe it is beneficial to the Village to accept the “Comprehensive Economic Development Strategy” and to direct staff to take all steps necessary

to, in future, provide for amendment of the existing Comprehensive Plan based on the recommendations made therein.

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

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

SECTION TWO: The “Comprehensive Economic Development Strategy” attached hereto and incorporated herein by reference as Exhibit “A,” is hereby accepted by the President and the Board of Trustees of the Village of Bensenville.

SECTION THREE: Village Staff is directed to take steps necessary to incorporate the contents of the “Comprehensive Economic Development Strategy” as part of future planned amendment to the Comprehensive Plan.

SECTION FOUR: This Resolution shall be in full force and effect upon its passage and approval as required by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this ____ day of April, 2013.

APPROVED:

ATTEST: _____
Frank Soto, Village President

Susan Janowiak, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

TYPE: Resolution **SUBMITTED BY:** Tim Sloth **DATE:** March 13, 2013

DESCRIPTION: Resolution Authorizing the Execution of an Amendment to Application Service Provider Agreement With Tyler Technologies, INC., to extend the Munis ERP system through April 30, 2016 in the amount of \$120,714.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Approved AFL 6-0

DATE: 4/02/2013

BACKGROUND: Tyler Technologies INC., is the parent company to Munis, our current Enterprise Resource Planning (ERP) software provider. We utilize Munis as our primary software for managing several Village functions including Accounting, Accounts Payable, Fixed Assets, Work Orders, Fleet & Facilities Management, Utility Billing, Accounts Receivable, Business Licenses, Permits, Code Enforcement, Vehicle Stickers, Citizens Self Service (Online Payments) and our Customer Relationship Management (CRM) system. Our current agreement with Tyler Technologies expires on April 30th 2013.

KEY ISSUES: In negotiating this renewal with Tyler Technologies, we were able to parlay the Village winning the GFOA national Award for Excellence in Government Finance and the publicity that afforded Munis into securing savings of \$27,393 (almost 7%) over three years.

Additionally, we re-analyzed our usage of Munis and determined that we are not fully utilizing one of the modules and have decided to not utilize this module over the next three years. This represents an additional savings of \$21,375 over three years.

Finally, we were able to get Munis to include one free training day for each year of the agreement. These are listed as "Implementation Days" on the agreement but can be used for Munis training as we see fit.

In total, we are decreasing our annual Munis software costs from \$136,970 to \$120,714 or \$16,256 a year for the next three years. This represents total savings of almost 12%.

Included with this green sheet is the renewal quote as well as the Amendment to Application Service Provider Agreement.

ALTERNATIVES:

- Without action by April 30, Munis will bill us monthly at our existing rates + 5%
- Discretion of the Board

RECOMMENDATION: Staff recommends approval. The AF&L Committee recommended approval (6-0) at their March 19, 2013 meeting.

BUDGET IMPACT: The total impact on the budget will be \$120,714 for the next three years. For 2013 this is \$16,256 less than what was budgeted for 2013.

ACTION REQUIRED: Approval of the resolution.

AMENDMENT TO APPLICATION SERVICE PROVIDER AGREEMENT

This amendment (“Amendment”) is made the _____ day of _____, 2013 between **Tyler Technologies, Inc.**, with offices at 1 Cole Haan Drive, Yarmouth, Maine 04096 (“Tyler”) and the **Village of Bensenville**, with offices at 12 S. Street, Bensenville, Illinois 60106 (“Client”).

WHEREAS, Tyler and the Client are parties an Application Service Provider Agreement dated May 5, 2008 (“Agreement”); and

WHEREAS, the term of the Agreement expires April 30, 2013;

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and the Client agree as follows.

1. The term of the Agreement is hereby renewed for a three (3) year term commencing on May 1, 2013 and expiring on April 30, 2016 (“Term”).
2. Beginning on May 1, 2013 and on the first day of every three (3) months thereafter through the end of the Term, Client will remit to Tyler quarterly Application Service Provider (“ASP”) fees in the amount of \$30,178.50 for a three (3) year total of \$362,142.00, as detailed in the attached Sales Quotation.
3. The ASP fees are based on thirty two (32) concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the ASP fees based upon any resulting changes in the pricing categories.
4. Three (3) Implementation days shall be added to this Agreement without cost to the Client. These Implementation days do not include travel expenses. Travel expenses shall be billed as they are provided and/or incurred pursuant to the Business Travel Policy (*Exhibit 3, Agreement*).
5. The Tyler Inventory software is hereby removed from this Agreement.
6. Client acknowledges and agrees that should it wish to license or otherwise use the Tyler Inventory software, then Client shall remit to Tyler then-current fees required for such relicensing.
7. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
8. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

**Tyler Technologies, Inc.
ERP and School Division**

Village of Bensenville

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



Quoted By: CJ Vose
Date: 3/14/2013
Quote Expiration: 7/30/2013
Quote Name: Bensenville - ERP - ASP Renewal
Quote Number: 2013-2664
Quote Description: ASP Renewal

Sales Quotation For

Village of Bensenville
12 S. Center Street
Bensenville, Illinois 60106
Phone (630) 594-1076

SaaS

Description	Annual Fee	Annual Fee Discount	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
Financial:						
Accounting/GL/BG/AP	\$22,355.00	\$1,118.00	\$21,237.00	3.0	\$63,711.00	0
Fixed Assets	\$6,630.00	\$332.00	\$6,299.00	3.0	\$18,897.00	0
Project & Grant Accounting	\$4,675.00	\$234.00	\$4,441.00	3.0	\$13,323.00	0
Purchase Orders	\$6,205.00	\$310.00	\$5,895.00	3.0	\$17,685.00	0
Requisitions	\$4,335.00	\$217.00	\$4,118.00	3.0	\$12,354.00	0
Work Orders, Fleet & Facilities Management	\$8,700.00	\$435.00	\$8,265.00	3.0	\$24,795.00	0
Revenue:						
Accounts Receivable	\$5,355.00	\$268.00	\$5,087.00	3.0	\$15,261.00	0
Business License	\$6,970.00	\$349.00	\$6,622.00	3.0	\$19,866.00	0
Central Property File	\$6,000.00	\$6,000.00	\$0.00	3.0	\$0.00	0
General Billing	\$3,145.00	\$157.00	\$2,988.00	3.0	\$8,964.00	0
Permits & Code Enforcement	\$13,685.00	\$684.00	\$13,001.00	3.0	\$39,003.00	0
UB Interface	\$2,380.00	\$119.00	\$2,261.00	3.0	\$6,783.00	0

Utility Billing CIS	\$12,410.00	\$621.00	\$11,790.00	3.0	\$35,370.00	0
Vehicle Stickers	\$5,950.00	\$298.00	\$5,653.00	3.0	\$16,959.00	0
Other:						
Tyler Incident Management	\$5,600.00	\$280.00	\$5,320.00	3.0	\$15,960.00	0
Productivity:						
Business Objects Bundled	\$5,525.00	\$276.00	\$5,249.00	3.0	\$15,747.00	0
Citizen Self Service	\$3,500.00	\$175.00	\$3,325.00	3.0	\$9,975.00	0
Munis Office	\$3,400.00	\$170.00	\$3,230.00	3.0	\$9,690.00	0
Role Tailored Dashboard	\$4,400.00	\$4,400.00	\$0.00	3.0	\$0.00	0
Tyler Forms Processing	\$4,500.00	\$225.00	\$4,275.00	3.0	\$12,825.00	0
Tyler GoDocs	\$1,750.00	\$88.00	\$1,663.00	3.0	\$4,989.00	0
TOTAL:	\$137,470.00	\$16,756.00	\$120,714.00		\$362,157.00	0

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
MISC Implementation	3	\$0.00	\$0.00	\$0.00
TOTAL:				\$0.00

Summary

	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$120,714.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$0.00	\$120,714.00

Contract Total

\$362,142.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

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

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Pricing for optional items will be held for six (6) months from the quote date.

Tyler provides onsite training for a maximum of 20 people per class. In the event that more than 20 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's form library prices are based on delivering the specific form quantities listed below. Additional formats of forms listed below are extra. Custom forms are extra. Please note that Tyler Forms requires the use of approved printers only. Contact Tyler support for the list of approved printers.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

RESOLUTION NO

**A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO
APPLICATION SERVICE PROVIDER AGREEMENT WITH
TYLER TECHNOLOGIES, INC.**

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

That the Village President is authorized to execute the attached Amendment to Application Service Provider Agreement with Tyler Technologies, Inc., for a three year term beginning on May 1, 2013 and expiring on April 30, 2016 for application services to be provided to the Village of Bensenville as more fully specified the Sales Quotation attached hereto and incorporated herein by reference as Exhibit "A".

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 26th day of March, 2013.

APPROVED:

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 3/20/2013

DESCRIPTION: Resolution to approve the 2013 Parkway Tree Planting Program with St. Aubin Nursery & Landscaping, Inc. in the amount of \$37,000

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: I & E (unanimous approval)

DATE: 3/19/2013

BACKGROUND: The Public Works Department in an effort to grow and diversify our urban forest set out an aggressive plan to plant 135 trees this spring. The recommended tree species have been recommended for the area due to certain factors such as high survival rate, soil compatibility and lighting conditions. Through the help of the Metropolitan Mayors Caucus we were able to secure for the second consecutive year the EAB Urban Forest Restoration Grant from the US Forest Service in the amount of \$10,000. This will allow us to enhance our planting program and help to mitigate some of the losses that we will sustain due to the removal of ash trees that have become infested with Emerald Ash Borer.

KEY ISSUES: Below are the results of our recent bid advertisement for the 2013 Planting Program

Company	2.5" Caliper BID TOTAL	3.0" Caliper BID TOTAL
Alaniz Landscape Group Inc. (Elgin, IL) *	\$ 26,836.00	\$ 30,160.00
St. Aubin Nursery & Landscaping, Inc. (Kirkland, IL)	\$ 31,175.00	\$ 37,000.00
The Fields on Caton Farm, Inc. (Crest Hill, IL)	\$ 29,875.00	\$ 38,355.00
Beary Landscaping, Inc. (Lockport, IL)	\$ 35,900.00	\$ 38,600.00
ASE Illini-Scapes, Inc. (Romeoville, IL)	\$ 36,082.00	\$ 43,665.00
Beverly Environmental, LLC. (Markham, IL)	\$ 39,525.00	\$ 43,900.00
Prestige Nursery Garden Center, Inc. (West Chicago, IL)	\$ 48,275.00	\$ 59,375.00
Ramiro Guzman Landscaping, Inc. (Joliet, IL)	\$ 51,750.00	\$ 63,500.00
PJM Landscape (Burlington, IL)	\$ 53,395.00	\$ 64,600.00
Landscape Concepts Management, Inc. (Grayslake, IL)	\$ 56,425.00	\$ 67,070.00

*Bid disqualified due to being an ineligible bidder.

Alaniz Landscape Group Inc. was our contractor for the 2012 Planting Program. Alaniz did not satisfactorily perform their responsibilities as part of their 2012 contract. They installed incorrect trees without Village knowledge, could not meet extended deadlines, and has been very poor at responding to issues and concerns. Substituting trees without our knowledge can be detrimental to grant funding and could result in jeopardizing funding in the future. Therefore, staff disqualified Alaniz and recommends awarding the contract to St. Aubin Nursery & Landscaping, Inc. as the lowest responsible bidder.

ALTERNATIVES: Discretion of the Village Board

RECOMMENDATION: Staff recommends approval of the planting contract for the 3.0" caliper trees with St. Aubin Nursery & Landscaping, Inc. of Kirkland, IL as the lowest responsible bidder.

BUDGET IMPACT: Funds have been allocated in FY13 (\$30,000 tree planting program and \$7,000 EAB Program) for the 2013 planting program. \$10,000 of the cost will be reimbursed via the EAB Reforestation Grant after completion of the planting program.

ACTION REQUIRED: Motion to approve a Resolution.



Village of Bensenville Department of Public Works

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

Date: March 11, 2013
To: Joe Caracci, Director of Public Works
From: Ken Rubach, Streets / Forestry Supervisor
Subject: Tree Planting Program – Bid Recommendation

After reviewing all submitted bids I am recommending St. Aubins Nursery and Landscaping, Inc. of Kirkland, IL as lowest responsible bidder.

While Alaniz Landscape Group Inc. of Elgin, IL came in as the low bidder they have yet to fulfill their planting obligations from the previous year's bid. As they were planting the remaining 40 trees it was noticed that some of the species specified for in the bid were no longer being planted and others had been substituted without the Village's knowledge. Due to staff's quick action we were able to address this immediately and stopped all planting until it could be ascertained what went wrong. Alaniz stated that they had been given the wrong order by the nursery and that this would be rectified immediately. I extended their planting deadline to November 30th, 2012 which is the last day listed for fall planting in the bid specifications, with the assurances that the situation would be resolved by then. Unfortunately, they were not able to get the remaining correct species of trees.

Several attempts over the winter to receive an updated planting plan from Alaniz went unanswered. Once they finally responded several weeks later I began the process of working with them to fulfill their contractual obligations. Due to this I am strongly recommending that their bid be thrown out for this current year due to failure to complete work within the specified time listed in the contract. This is permitted under the contract language of "General Conditions and Instructions to Bidders", subsection Removal or Suspension of Bidders. I have spoken with Alaniz about being listed as an ineligible bidder for the current year and they recognize their failure to meet the obligations set forth in the contract as well as the consequences resulting from it.

Furthermore, it is imperative that we have a contractor who is able to get the species listed in the contract in a timely manner; failure to do so jeopardizes not only our planting program, but the ability to receive grant money in the future. It is for these reasons I am recommending St. Aubins Nursery.

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A PURCHASE ORDER TO
ST. AUBIN NURSERY AND LANDSCAPING, INC.
FOR THE 2013 TREE PLANTING PROGRAM**

WHEREAS the Village of Bensenville, in an effort to grow and diversify our urban forest, set out an aggressive plan to plant 135 trees in 2013, and

WHEREAS on December 14, 2011 Emerald Ash Borer (EAB) was formally confirmed in Bensenville by the Illinois Department of Natural Resources, and

WHEREAS the Department of Public Works was able to secure an EAB Urban Forest Restoration Grant from the US Forest Service in the amount of \$10,000 to help offset planting costs due to EAB infestation, and

WHEREAS the Village formally opened bids for the tree planting program on February 19, 2013.

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 St. Aubin Nursery & Landscaping, Inc. of Kirkland, IL for parkway tree planting services for an amount not to exceed \$37,000.00 for the 2013 Parkway Tree Planting Program; and

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2013.

APPROVED:

Frank Soto
Village President

ATTEST:

Susan Janowiak
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Village of Bensenville

Invitation to Bid with Specifications

2013 Parkway Tree Planting Program



BENSENVILLE
GATEWAY TO OPPORTUNITY

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

TABLE OF CONTENTS

TABLE OF CONTENTS	2
INVITATION TO BID.....	3
BID SPECIFICATIONS	4
BIDDER INFORMATION SHEET	11
BID SHEETS.....	12
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS.....	15

Initial: _____

INVITATION TO BID

2013 PARKWAY TREE PLANTING PROGRAM

The Village of Bensenville will accept bids for the **“2013 Parkway Tree Planting 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 Tuesday, February 19th, 2013** at Bensenville Village Hall 12 S. Center St. The Bid must be in a sealed opaque envelope plainly marked **Tree Planting-BID**

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

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

Susan Janowiak
Village Clerk

Initial: _____

BID SPECIFICATIONS

Village of Bensenville, Illinois

2013 Parkway Tree Planting 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 Village, 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 accepted unit prices.

4. DAMAGES TO PROPERTY

4.1 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

Initial: _____

owner or the Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.

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

4.3 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.

5. TIME OF COMPLETION, PENALTY, AND LIQUIDATED DAMAGES

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

5.2 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 Village 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.

5.3 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 Village. 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.

Initial: _____

PART II TECHNICAL SPECIFICATIONS

1. GENERAL

1.1 Bidding requirements, general and special conditions and other special requirements are hereby made part of the general specifications. Standard specifications of technical or professional societies and federal, state or local agencies referred to shall include all amendments as of the date of advertisement for bids.

1.2 These specifications include standards necessary for and incidental to the execution and completion of planting, including hauling and spreading of topsoil, and finished grading.

1.3 Applicable specifications and standards:

- *American Standard for Nursery Stock.* ANSI Z60.1-2004
- *Principles and Practices of Planting Trees and Shrubs.* International Society of Arboriculture.
- *Standardized Plant Names* American Joint Committee on Horticulture Nomenclature.
- *American National Standards Institute for Tree Care Operations- Transplanting.* ANSI A300-2005
- *Standard Specifications for Road and Bridge Construction.* Illinois Department of Transportation.

2. QUALITY OF TREE MATERIALS

2.1 Unless otherwise specified, trees must originate from an Illinois Department of Agriculture Certified Nursery and shall be first class nursery grown representatives of their normal species and varieties. Plants shall be nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the Village of Bensenville for the last two years. They shall have been freshly dug during the most current harvest season. They shall have average or normal well developed branches, together with vigorous root systems. Trees shall be free from insects, eggs, larvae, diseases, sun scald, knots, stubs, or other objectionable disfigurements. Thin, weak trees will not be accepted. Trees must show appearance of normal health and vigor in strict accordance with these specifications.

2.2 Trees shall be free of branches (undertrimmed) no higher from the ground line than 1/2 the total height of the tree; shall have single leaders, be well branched, and with reasonable straight stems. This requirement shall cover general species, but some varieties, which have other characteristics of growth, will be accepted. Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged or crooked leader, bark abrasions, sunscald, disfiguring knots, insect damage or cuts larger than $\frac{3}{4}$ inch in diameter that are not completely closed will be rejected.

Initial: _____

2.3 Trees shall be true to their name as specified.

2.4 Topsoil (if needed) furnished shall be free of roots, stones over one (1) inch in diameter, herbicides, subsoils, contaminants and construction debris. Topsoil shall not be frozen or muddy. All surplus topsoil shall be removed by the contractor.

3. SIZE – Tree plantings shall be a minimum of 2 ½" in diameter. Request for pricing shall include 2 ½" and 3" diameter.

4. MEASUREMENT FOR SIZE

Trees up to four inches in diameter shall be measured six inches above the natural ground line.

5. QUANTITY - As listed. The Village reserves the right to increase or decrease the number of any species of trees depending upon need.

6. BALLED AND BURLAPPED TREES

Trees shall be balled and burlapped, and dug with a sufficient quantity of earth taken equally on all sides and bottoms of the trees to include the necessary roots to ensure growth as specified in the most recent edition of the *American Standard for Nursery Stock*. The thickness of depth of the balls shall be prepared in a workmanlike manner and firmly bound. All material purchased shall be tagged and clearly labeled by the nursery with the common name as shown on the bid list.

7. INSPECTION OF TREE MATERIAL

7.1 Inspection of tree material will be made by the Public Works Supervisor, or his designee, prior to planting in its final destination. A written request for the inspection of the plant material must be made ten (10) working days in advance prior to digging. The request shall state the place of growth and quantity of plants to be inspected. The Village reserves the right to refuse the inspection if in its judgment the quantity of trees to be harvested is an insufficient amount.

7.2 Approval of tree material on examination shall not be construed as an acceptance of it. **Final acceptance will not be made until the planted tree is in a healthy, growing condition twelve (12) months after planting.**

7.3 All tree material shall comply with State and Federal laws with respect to inspection for tree diseases and insect infestation. An inspection certificate, required by law to this effect, shall accompany the shipment and on arrival the certificate shall be filed with the Director of Public Works.

Initial: _____

7.4 All plants shall be selected and tagged by the contractor at their place of growth.

8. DIGGING OF TREES

Trees shall not be dug until the contractor is ready to transport them from their original locations to the site of work or approved storage. The maximum time lapse between digging and properly loaded for delivery to the site of work shall be four days for balled and burlapped trees. They shall be dug with care, avoiding injury to the trees or loss or damage of the roots, including all of the fibrous roots. Immediately after digging, roots shall be protected against drying and freezing.

9. TRANSPORTATION

During transportation, the contractor shall exercise care to prevent injury and drying out of the trees. Upon arrival to the site of work, trees will be inspected for proper shipping procedures. Should the roots be dried, primary branches broken, balls of earth broken or loosened, or areas of bark torn, the Public Works Supervisor, or his designee, may reject the injured tree. When a tree has been rejected, the contractor shall at once remove it from the area of work and replace it without any additional expense to the Village of Bensenville. All trees shall be delivered with no tree wrap.

10. SAFETY

While working within the Village of Bensenville rights-of-way, the contractor shall conform to *IDOT Standard Specifications for Road and Bridge Construction* for work zone safety.

11. USE OF EXISTING TREE MATERIAL

Existing tree material shall be used for backfill except in cases where the soil is deemed unsuitable due to hard clay or rock content.

12. EXCAVATION

Holes for trees shall be dug at the location indicated by a stake set by the Public Works Forestry Division. The minimum diameter and depth of the hole will depend upon the size of the root ball; therefore each planting excavation should be sized in accordance with recognized horticultural practices.

13. TREE PLANTING PROCEDURES

13.1 Tree plantings shall be performed by experienced personnel, well versed in accepted horticultural practices, and under the supervision of a qualified tree planting foreman

Initial: _____

13.2 Trees shall be placed in a position exactly vertical and at the depth where the root flare is at or slightly above the finished grade. Excess soil from the root ball must be removed following installation. Any additional backfill soil shall, at the time of planting, be in a loose, friable condition. At no time shall the topsoil used on the job be stockpiled on turf. Plants shall be set so that they will be the same depth one (1) year later. **The trunk of the tree is not to be used as a lever in positioning or moving the tree in the planting hole.**

13.3 After a tree is placed in the hole, tie cords and burlap shall be cut away.

13.4 Thorough watering shall follow the backfilling operation. The watering shall completely saturate the backfill. After the backfill settles, as a result of watering, additional backfill shall be placed to match the level of the finished grade. Excess backfill material shall be removed by the contractor.

13.5 A hardwood chip mulch cover shall be provided for each tree. A three inch deep circular water saucer of soil shall be constructed around each tree and shall be filled with shredded hard bark mulch or other approved material authorized by the Public Works Supervisor

13.6 Any excess soils, debris or trimmings shall be removed from the planting site immediately upon completion of each planting operation.

14. INSTALLATION TIMEFRAME

All trees for the spring planting shall be installed by May 31st, 2013 unless other notified. If a fall planting occurs all trees shall be installed by November 30th, 2013.

15. LOCATION OF TREE PLANTING

Trees will be planted on Village parkways and public property at various locations within the Village.

16. BRACING

16.1 Trees larger than four feet in height and smaller than eight feet in height shall require one support post, so placed that a biodegradable rope between it and the tree will be parallel to the roadway.

16.2 Trees larger than eight feet in height will require two support posts, so placed that a biodegradable rope between them will be parallel to the roadway.

Initial: _____

17. TREE PLANTING CARE INSTRUCTIONS

Contractor shall provide maintenance instructions to the Village of Bensenville on how to care for the newly planted trees.

18. TREE WARRANTY

Newly planted trees shall be guaranteed for one year beginning the date of project acceptance. The successful bidder shall inspect all trees before the end of the warranty period and replace any dead trees. Prior to expiration of the warranty period, the contractor shall arrange a mutually agreeable date and time to inspect the trees with the Public Works Supervisor or his designee. A tree deemed unacceptable by the Public Works Supervisor or his designee shall be replaced by the contractor at no cost to the Village of Bensenville. Trees replaced as a result of meeting warranty requirements shall be warrantied for one full year from date replacement is completed.

19. PRICING

All pricing for good and services included in this bid shall be good through December 31st, 2013.

Initial: _____

BIDDER INFORMATION SHEET

NAME: (PRINT) C.T. Sullivan

SIGNATURE: C. Sullivan

COMPANY NAME: (PRINT)

St. Aubin Nursery & Lpys.

ADDRESS: 35445 Irene Rd
KIRKLAND, IL
60146

TELEPHONE: 815-522-3535

FACSIMILE: 815-522-6663

EMAIL: INFO@staubin.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 Planting- Bid

The bids must be received by **10:30am on February 19th, 2013**. They will be publicly opened and read on **February 19th, 2013** at **10:30am** in the Village Hall Board Room.

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

Initial: _____

BID SHEETS

The undersigned, having become familiar with the specifications and with local conditions affecting the cost of the work, hereby proposes and agrees, if this bid is accepted, to enter into an agreement with the Village in the form included in the contract documents for the contract sum and within the contract time indicated in this bid and in accordance with other terms and conditions of the contract documents, and in so doing, to provide and furnish all the labor, equipment, materials, supplies, hardware, necessary tools, expendable equipment and supplies, and all utility and transportation services necessary to perform and complete, in a first-class manner, the entire work in conjunction with the 2013 Tree Planting Program.

In accordance with the complete specifications, the following amount constitutes as a total sum of the bid: All proposals shall be based on delivery, planting, and staking of trees with a minimum diameter as shown below.

Quantity	Tree Name	2.5" Unit Cost	2.5" Total Cost	3.0" Unit Cost	3.0" Total Cost
20	Chicagoland Hackberry <i>Celtis occidentalis Chicagoland</i>	225	4500. ⁰⁰	260	5200. ⁰⁰
15	Chanticleer Pear <i>Pyrus calleryana Chanticleer</i>	225	3375. ⁰⁰	260	3900. ⁰⁰
5	Spring Snow Crabapple <i>Malus x Spring Snow</i>	220	1100. ⁰⁰	250	1250. ⁰⁰
5	Corinthian Linden <i>Tilia cordata Corinthian</i>	200	1000. ⁰⁰	225	1125. ⁰⁰
20	Swamp White Oak <i>Querus bicolor</i>	250	5000. ⁰⁰	300	6000. ⁰⁰
20	American Sentry Linden <i>Tilia americana American Sentry</i>	235	4700. ⁰⁰	285	5700. ⁰⁰
20	Commendation Elm <i>Ulmus carpinifolia Commendation</i>	200	4000. ⁰⁰	250	5000. ⁰⁰
25	Village Green Japanese Zelkova <i>Zelkova serrata Village Green</i>	250	6250. ⁰⁰	295	7375. ⁰⁰
5	Crimson Spire Oak <i>Quercus robur x Q. alba Crimschmidt</i>	250	1250. ⁰⁰	290	1450. ⁰⁰
135	TOTAL COST	XXXXXX	31,175. ⁰⁰	XXXXXX	37,000. ⁰⁰

*Final Quantities Subject to Change

Initial: _____

TOTAL COST CERTIFICATION

The undersigned hereby affirms and states that the prices stated herein constitute the total cost to the Village for all work involved in the respective items, and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expenses, all profits and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. Availability subject to prior orders.

- 1) TOTAL COST PER SPECIFICATION (2.5" DIA): \$ 31,175.00
- 2) TOTAL COST PER SPECIFICATION (3.0" DIA): \$ 37,000.00

Signed:


Authorized Signature

Where bidder is a corporation, add:

Attest: Jessica G. Sullivan
(Secretary or other authorized officer)

Date:

2-16-13


(CORPORATE SEAL)

Initial: _____

REFERENCE SUBMITTAL

All bidders are required to furnish **three (3)** references from previous clients whom they have performed similar work for. (At least two of the references **MUST** be municipalities)

Municipality or Firm: VILLAGE OF ELK GROVE
Name/Position of Contact: RANDY BLOCK
Address: 600 LANDMEIER RD
City: ELK GROVE VILLAGE State: IL Zip: _____
Telephone Number: 815 282 3400 Email: rblock@elkgroup.org
847-734-8800 ***** 847-734-8053

Municipality or Firm: VILLAGE OF BLOOMINGDALE
Name/Position of Contact: JIM JOHNSON
Address: 305 Glen Ellyn Rd
City: BLOOMINGDALE State: IL Zip: _____
Telephone Number: 630-671-5800 Email: _____

Municipality or Firm: Village of Lindenhurst
Name/Position of Contact: Ken Andersen
Address: 2301 East Sand Lake Rd
City: Lindenhurst State: IL Zip: 60046
Telephone Number: 224-588-2564 Email: _____

Initial: _____

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 Planting - 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 Deputy 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 Contractors's Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.
- 12) Bid Opening - At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.
- 13) Bid Award - The bidder acknowledges the right of the Village to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different bidders or all items to a single bidder (to accept, split, and or reject part(s) of any of all bids). In addition, the bidder recognizes the right of the Village to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

AWARD OR REJECTION OF BIDS

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

bid which is low in point of price may be rejected if the material to be furnished is not the best;

- f) Direct, indirect and incidental costs to the Village;
- 2) Notice of Award - A delivered executed contract shall be the binding contract.

CONTRACT PROVISION

- 1) Material, Equipment, and Workmanship: - Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. Contractor shall, if required to furnish satisfactory evidence as to the source, kind and quality of the materials and equipment incorporated in the GOODS.
- 2) Equipment and Shop Drawings - When the contract requires detailed shop drawings and layouts, bidder shall submit them to the Village Manager, or his/her designee, for his/her approval. Drawings shall show the characteristics of equipment and operation details.
- 3) Village Supervision - The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as "additions".
- 4) Village Insurance Requirement – Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

A) Minimum Scope of Insurance Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village of Bensenville named as additional insured; and
- (2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville as insured; and
- (3) Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90 or newer), Symbol 01 "Any Auto."
- (4) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

B) Minimum Limits of Insurance Contractor shall maintain limits no less than:

- (1) Commercial General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

Initial: _____

- (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:

Initial: _____

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.

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:

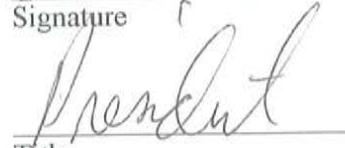
- a) Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
- b) The circumstances said to necessitate the Change were not within the contemplation of the contract as signed; or
- c) The change is in the best interest of the Village;

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

Initial: _____

VENDOR:



Signature


Title


Date

Village of Bensenville:

Signature

Title

Date

Initial: _____

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 03/20/2013

DESCRIPTION: Resolution to approve purchase of three Police Department Vehicles (2 SUV Patrol and 1 Sedan Detective) with Roesch Ford in the amount of \$108,802

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: I & E (6-0 approval as noted)

DATE: 3/19/2013

BACKGROUND: The CY2013 budget includes the purchase of three vehicles for the Police Department. Continuing our three (3) year rotation for patrol vehicles, we are recommending the purchase of two new patrol vehicles.

Although the budget calls out for the purchase of two patrol sedans, the consensus reached during the March 19, 2013 I&E meeting was to purchase two SUV patrol vehicles.

The third vehicle requested is a detective sedan. The CY2013 budget calls out for a 2013 Ford Fusion, however, after testing out the vehicle for size and equipment, it was determined that the larger interceptor sedan (based of the Ford Taurus) was a better fit. The detective vehicle will be an unmarked vehicle.

Each vehicle includes the necessary modification as specified by the Police Department. They include body upfits by Auto Truck Group and graphics by Gaxbit (of Bensenville). The current budget for the three vehicles is \$105,000 (\$40,000 for two patrols and \$25,000 for the detective vehicle).

KEY ISSUES: By way of our agreement with Roesch Ford of Bensenville to provide the Village with State purchase vehicles at or below State Bid pricing, the cost of the vehicles is as follows:

2013 Ford Interceptor SUV Vehicle	\$38,834.00
2013 Ford Interceptor SUV Vehicle	\$38,834.00
2013 Ford Interceptor "Detective" Vehicle	\$31,134.00
Total	\$108,802.00

ALTERNATIVES: Discretion of the Village Board

RECOMMENDATION: Staff recommends approval of the purchase with Roesch Ford of Bensenville. This Resolution takes into account the unanimous recommendation from the I&E Committee to purchase two SUV patrol vehicles and one sedan detective vehicle.

BUDGET IMPACT: Funds have been allocated in FY13 (\$105,000 total) for three vehicles. Due to switching to SUVs, the purchase is \$3,812 over the allotted budget, which will be reconciled with other vehicle savings in 2013. Account Number 31580490 595000. The replaced vehicles are identified to be sold at auction.

ACTION REQUIRED: Resolution authorizing the Execution of a Contract with Larry Roesch Ford of Bensenville, IL for the Purchase of Three (3) Police Vehicles in the amount of \$108,802.





RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH
LARRY ROESCH FORD OF BENSENVILLE, IL FOR
THE PURCHASE OF THREE POLICE VEHICLES
IN THE AMOUNT OF \$108,802**

WHEREAS the Village owns and maintains a fleet of vehicles for the purpose of servicing the public, and

WHEREAS from time to time vehicles are replaced and or purchased for the purpose of better serving the community, and

WHEREAS the Village entered into an agreement with Larry Roesch Ford of Bensenville to provide Ford vehicles at or below State bid pricing, and

WHEREAS Larry Roesch Ford will secure the base vehicles and complete, through sub-contractors, any and all necessary upgrades to the vehicles according to Village specifications.

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 with Larry Roesch Ford of Bensenville, IL for the purchase of five vehicles for an amount not to exceed \$108,802.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2013.

APPROVED:

Frank Soto
Village President

ATTEST:

Susan Janowiak
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

303 W. Grand Ave,
Bensenville, IL 60106.
Tel: (630) 279 - 6000
Fax: (630) 451 - 3509
www.roeschford.com



Truck
Center

Name VILLAGE OF BENSENVILLE
Street 12 S CENTER ST
City, St, Zip BENSENVILLE ,ILL 60106 County DUPAGE
Phone Fax
Contact KEN RUBACH

Date 3-14-13

MAKE	FORD	MODEL	SUV INTER	COLOR	STK#	YEAR
BODY STYLE	4DR AWD	TYPE OF SALE	CASH	SALESMAN	Brian Kilduff	VIN#

**PLEASE TAKE NOTICE: THIS ORDER IS NOT VALID UNLESS SIGNED BY
MANAGEMENT OF ROESCH FORD**

11. Any **USED** motor vehicle sold to Purchaser by Dealer under this Order is sold at the time of delivery by Dealer without any guarantee or waranty, expressed or implied, including any implied waranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part therof except as may be otherwise specifically provided in writing on the face of this order or in a separate writing furnished to Purchaser by Dealer.

Signature of Customer

2013FORD SUV INTERCEPTOR ALL WHEEL DRIVE	
500A PKG 3.7L V6 / 6 SPEED AUTOMATIC TRANSMISSION	
BLACK EXT / BLACK CLOTH FRT BUCKET	
BLACK VINYL BENCH / ALL STANDARD EQUIPMENT	
PLUS FOLLOWING OPTIONS	
DARK CAR LAMP-HEADLAMP PREP- BADGE DELETE	
REAR DOOR LOCK INOPERABLE - NOISE SUPPRESSION	
BONDS- SPOT LAMP DRIVER SIDE -KEYED ALIKE 1284X	
GRILL LAMP WIRE PREP - ELECTRONIC TRAY - POWER	
WINDOW DISABLE REAR-10-0 WATT SIREN SPEAKER	
REAR CONSOLE PLATE-6 YR/100,000 PREM CARE WARRANTY	
AUTO TRUCK UPFIT / GAXBIT GRAPHICS INCLUDED	

VEHICLE PAYOFF INFORMATION			TOTAL CASH SALE PRICE	\$36,874.00
COMPANY			Trade-in Value	\$0.00
OFFICE LOCATION			Sub-Total	\$36,874.00
PHONE			Federal Excise Tax	\$0.00
CONTACT			Sales tax	\$0.00
AMOUNT			License & Title	\$105.00
ACCOUNT#	GOOD UNTIL		Documentation	\$0.00
			Safety Inspection	\$0.00
			Cook County Use Tax (1.00%)	\$0.00
			Cook County MV Tax	\$0.00
			Sub-Total	\$36,979.00
			Add Payoff	\$0.00
YEAR	MAKE	MODEL	TOTAL CASH DELIVERED PRICE	\$36,979.00
BODY STYLE	SERIAL #		Extended Service Plan	\$1,855.00
			Rebate	\$0.00
			Deposit Reciept #	\$0.00
			C.O.D.	\$38,834.00
			Contract	
I AGREE TO THE TERMS & CONDITIONS HEREIN			SALES ASSOCIATE	APPROVED BY

1)This agreement is subject to the additional terms and conditions on the back of this order
2)No other agreement, verbal or otherwise, will be honored. Read this order on both sides to avoid any misunderstandings
3)Sales Tax to be calculated based on IL state tax law in effect at time of delivery



P R O P O S A L



AUTO TRUCK, INC
1420 BREWSTER CREEK BLVD. - BARTLETT, IL 60103
PHONE 630-860-5600 - FAX 630-860-5631
E-MAIL: sales@autotruck.com

1034
Contact: BRIAN KILDUFF
ROESCH FORD
REF: BENSENVILLE POLICE DEPT.
333 WEST GRAND AVENUE
BENSENVILLE, IL 60106

Quote No : 353394
Quote Date : 3/6/2013
Expire Date: 4/5/2013
Sales Rep : 113
Phone No : 630-279-6000
Fax No : 630-860-5090

PROVIDE/INSTALL THE FOLLOWING SERVICES; REF: 2012/13 INTERCEPTOR PPV SUV

2012/13 FORD INTERCEPTOR SUV EQUIPMENT UPPFIT PREP PACKAGE INCLUDES;
FIREWALL PIERCING, ELECTRICAL COMPONENT WIRING HARNESS/S INSTALLATION,
80 OR 100 AMP MANUAL RESET SURFACE MOUNT CIRCUIT BREAKER, MASTER FUSE
BLOCKS/FUSES/CABLE/CONNECTORS/FASTENERS/WIRE AS REQUIRED
REMOVAL OF USED COMPONENTS/EQUIPMENT FROM EXISTING FORD CROWN VICTORIA
COMPATIBLE EQUIPMENT TO BE REUSED/INCOMPATIBLE EQUIPMENT RETURNED TO DEPT.

PRICE PER UNIT \$ 1,320.00
NEW HAVIS MODEL C-VS-1308-INUT 21" SUV/UTILITY STANDARD COMPONENT CONSOLE PKG.
INCLUDING; 21" COMPONENT CONSOLE, C-ARM-103 CONSOLE SWIVEL MOUNT FULL ARM REST,
CCUP2I INTERNAL CONSOLE DUAL CUP HOLDER and CLP3 3-RECEPTACLE POWER STRIP,
PKG-PSM-253 CPU/LAPTOP SIDE MOUNT PACKAGE INCLUDES; C-HDM-153 MOUNTING BASE,
C-HDM-202 ADJUSTABLE POLE, C-MD-102 TILT/SWIVEL MOUNT, C-HDM-401 STABIL.ARM
TO HOUSE FOUR COMPONENTS; LIGHT/SIREN CONTROLLER, ARROW STICK CONTROLLER,
TWO WAY RADIO AND ONE OPEN SLOT

PRICE PER UNIT \$ 964.00

CODE 3 MODEL 2747ACCMA1 "2700" 2012 PROGRAM 47" LIGHT BAR LOADED WITH
PRIZM RED/BLUE REFLECTIVE LED LIGHTHEADS, FLASHING LED TAKE DOWN/ALLEY
LIGHTS, ALL RED/BLUE ***NO REAR AMBER ARROWSTIK - BLACK DOMES***

PRICE PER UNIT \$ 1,369.00
CODE 3 N-3 OPTICOM/EMITTER FACTORY INSTALLED IN LIGHT BAR

PRICE PER UNIT \$ 275.00
CODE 3 MODEL NA3630 REAR NARROW STICK W/MODEL NASL8DC CONTROLLER

PRICE PER UNIT \$ 658.00
CODE 3 MODEL 3892L6M MASTERCOM B LIGHT-PA/SIREN CONTROLLER

PRICE PER UNIT \$ 567.00
CODE 3 MODEL TRX6R/TRX6B RED/BLUE 6 LED LIGHTS ON XT3LPBKT REAR LICENSE PLATE
BRACKET WITH EXTRA "L" BRACKETS SO LIGHTS ARE VERTICAL IN POSITION

PRICE PER UNIT \$ 265.00
CODE 3 MODEL TRX6RB RED/BLUE 6 LED LIGHTS INTERIOR MOUNTED IN REAR CARGO
AREA SIDE WINDOWS

PRICE PER UNIT \$ 268.00
FEDERAL SIGNAL MODEL UPKM3 SIREN PARK KILL MODULE

PRICE PER UNIT \$ 42.00

WHELEN VERTEX MODEL VTX609R/VTX609B SUPER-LED RED/BLUE FRONT AND REAR
CORNER LIGHTHEADS HIDEAWAY MOUNTED PER PAIR REQUIRES FORD (86P) OPTION

PRICE PER UNIT \$ 592.00
WHELEN VERTEX MODEL VTX609C SUPER-LED CLEAR/WHITE FRONT AND REAR
CORNER LIGHTHEADS HIDEAWAY MOUNTED PER PAIR REQUIRES FORD (86P) OPTION

*** CONTINUED NEXT PAGE ***

Submitted By: _____

Accepted By: _____

Date: _____

Make : FORD
Model : INTERCEPTOR SUV
Year : 2013

Wheelbase : 0
Cab-Axle : 0
Body Paint: BLACK

VIN :
Trans : AUTO
Factory Ord:



P R O P O S A L

AUTO TRUCK, INC
 1420 BREWSTER CREEK BLVD. - BARTLETT, IL 60103
 PHONE 630-860-5600 - FAX 630-860-5631
 E-MAIL: sales@autotruck.com



1034
 Contact: BRIAN KILDUFF
 ROESCH FORD
 REF: BENSENVILLE POLICE DEPT.
 333 WEST GRAND AVENUE
 BENSENVILLE, IL 60106

Quote No : 353394
 Quote Date : 3/6/2013
 Expire Date: 4/5/2013
 Sales Rep : 113
 Phone No : 630-279-5000
 Fax No : 630-860-5090

LAGUNA MODEL FE4502LB BLACK PRISONER REAR SEATING WITHOUT "READY BUCKLE" PRISONER RESTRAINT SEAT BELT SYSTEM INCLUDES LAGUNA REPLACEMENT SEAT BELTS.	PRICE PER UNIT \$ 592.00
SETINA MODEL 10VS-RP PRISONER RECESSED PANEL PARTITION W/COATED SCRATCH RESISTANT POLYCARBONATE SLIDING WINDOW	PRICE PER UNIT \$ 947.00
BLAC RAC MODEL 1080DEBRV SINGLE RIFLE LOCK/TIMER VERTICAL PARTITION MOUNTED	PRICE PER UNIT \$ 834.00
SANTA CRUZ SC917B UNIVERSAL RIFLE LOCK CUSTOM MOUNTED TO REAR LAGUNA PRISONER SEAT SUPPORTS W/SECONDARY REAR RELEASE TOGGLE SWITCH	PRICE PER UNIT \$ 578.00
SECURE IDLE SI340U IGNITION OVERRIDE SECURE IDLE SYSTEM	PRICE PER UNIT \$ 349.00
INSTALL NEW DEPARTMENT SUPPLIED PANASONIC 360 ARBITRATOR FRONT/REAR VEHICLE CAMERA SYSTEM	PRICE PER UNIT \$ 252.00
SETINA MODEL PB-400 16" ALUMINUM PUSH BUMPER FOR INTERCEPTOR SUV	PRICE PER UNIT \$ 660.00
	PRICE PER UNIT \$ 415.00
	SUB-TOTAL PER UNIT \$ 10,947.00

Submitted By: Don Kilduff Accepted By: _____

Date: _____

Make : FORD
 Model : INTERCEPTOR SUV
 Year : 2013

Wheelbase : 0
 Cab-Axle : 0
 Body Paint: BLACK

VIN :
 Trans : AUTO
 Factory Ord:



BENSENVILLE
POLICE DEPT.

-QUOTE
-12/26/12

Victor Corral

(630) 216-9727
victor@gaxbit.com

Designing Your Future
www.gaxbit.com

QUOTE

1 Ford Interceptor (Taurus)

- white "police" line approx. 29"x132" on each side
- 2 sets of Squad ID's on each car
- 1 set of "Bensenville Police" decals per/vehicle for rear
- 1 set of Bensenville Police Crest on each car
- 1 set of "To Protect and To Serve" on hood
- 1 set of 5in flag

1 Ford Interceptor (Explorer)

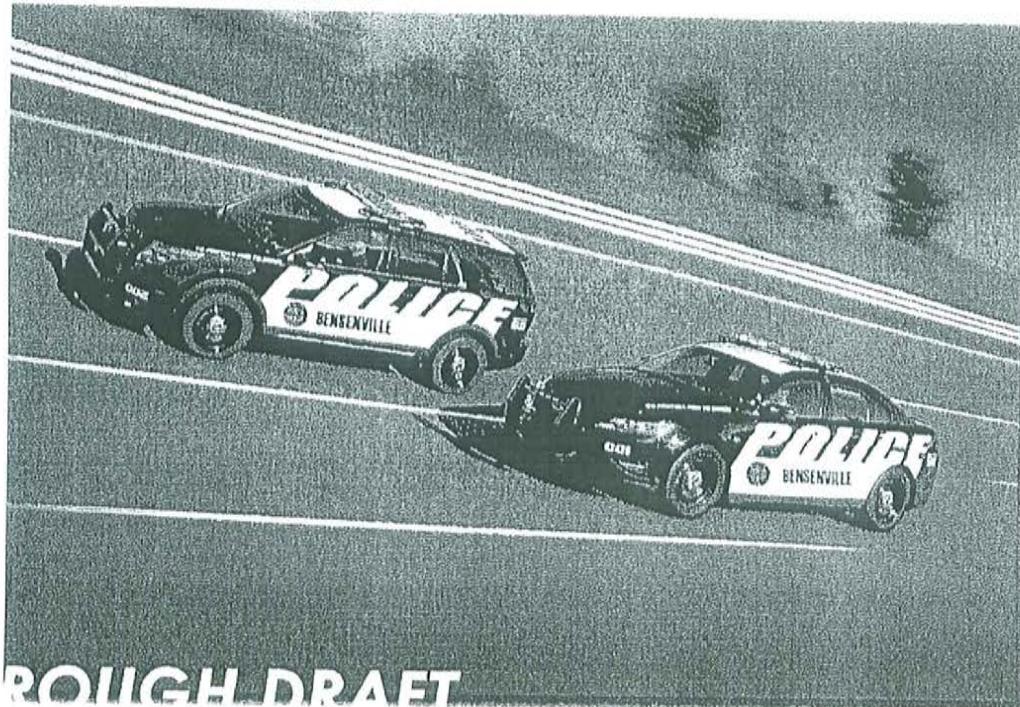
- white "police" line approx. 29"x132" on each side
- 2 sets of Squad ID's on each truck
- 1 set of "Bensenville Police" decals per/vehicle for rear
- 1 set of Bensenville Police Crest on each truck
- 1 set of "To Protect and To Serve" on hood
- 1 set of 5in flag

Material Used:

- 3m Scotchcal Vinyl
- 2 mil high gloss cast vinyl
- 7 year outdoor durability
- total coverage area: approx. 238 sq. ft.

Total: \$2,360.00 \$1,100.00 CHECKS TO: GAXBIT CORP.

THE PRICE ABOVE INCLUDES:
-SET-UP, PRINT & INSTALLATION



303 W. Grand Ave,
Bensenville, IL 60106.
Tel: (630) 279 - 6000
Fax: (630) 451 - 3509
www.roeschford.com



Truck
Center

Name VILLAGE OF BENSENVILLE
Street 12 S CENTER ST
City, St, Zip BENSENVILLE ,ILL 60106 County DUPAGE
Phone Fax
Contact KEN RUBACH

Date 3-14-13

MAKE	FORD	MODEL	SUV INTER	COLOR	STK#	YEAR
BODY STYLE	4DR AWD	TYPE OF SALE	CASH	SALESMAN	Brian Kilduff	VIN#

**PLEASE TAKE NOTICE: THIS ORDER IS NOT VALID UNLESS SIGNED BY
MANAGEMENT OF ROESCH FORD**

11. Any **USED** motor vehicle sold to Purchaser by Dealer under this Order is sold at the time of delivery by Dealer without any guarantee or waranty, expressed or implied, including any implied waranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part therof except as may be otherwise specifically provided in writing on the face of this order or in a separate writing furnished to Purchaser by Dealer.

Signature of Customer

2013FORD SUV INTERCEPTOR ALL WHEEL DRIVE	
500A PKG 3.7L V6 / 6 SPEED AUTOMATIC TRANSMISSION	
BLACK EXT / BLACK CLOTH FRT BUCKET	
BLACK VINYL BENCH / ALL STANDARD EQUIPMENT	
PLUS FOLLOWING OPTIONS	
DARK CAR LAMP-HEADLAMP PREP- BADGE DELETE	
REAR DOOR LOCK INOPERABLE - NOISE SUPPRESSION	
BONDS- SPOT LAMP DRIVER SIDE -KEYED ALIKE 1284X	
GRILL LAMP WIRE PREP - ELECTRONIC TRAY - POWER	
WINDOW DISABLE REAR-10-0 WATT SIREN SPEAKER	
REAR CONSOLE PLATE-6 YR/100,000 PREM CARE WARRANTY	
AUTO TRUCK UPFIT / GAXBIT GRAPHICS INCLUDED	

VEHICLE PAYOFF INFORMATION		TOTAL CASH SALE PRICE	\$36,874.00
COMPANY		Trade-in Value	\$0.00
OFFICE LOCATION		Sub-Total	\$36,874.00
PHONE		Federal Excise Tax	\$0.00
CONTACT		Sales tax	\$0.00
AMOUNT		License & Title	\$105.00
ACCOUNT#	GOOD UNTIL	Documentation	\$0.00
		Safety Inspection	\$0.00
		Cook County Use Tax (1.00%)	\$0.00
		Cook County MV Tax	\$0.00
		Sub-Total	\$36,979.00
		Add Payoff	\$0.00
DESCRIPTION OF USED TRUCK TRADE-IN		TOTAL CASH DELIVERED PRICE	\$36,979.00
YEAR	MAKE	Extended Service Plan	\$1,855.00
BODY STYLE	SERIAL #	Rebate	\$0.00

1)This agreement is subject to the additional terms and conditions on the back of this order
2)No other agreement, verbal or otherwise, will be honored. Read this order on both sides to avoid any misunderstandings
3)Sales Tax to be calculated based on IL state tax law in effect at time of delivery

I AGREE TO THE TERMS & CONDITIONS HEREIN

SALES ASSOCIATE

APPROVED BY



P R O P O S A L

AUTO TRUCK, INC
1420 BREWSTER CREEK BLVD. - BARTLETT, IL 60103
PHONE 630-860-5600 - FAX 630-860-5631
E-MAIL: sales@autotruck.com



1034
Contact: BRIAN KILDUFF
ROESCH FORD
REF: BENSENVILLE POLICE DEPT.
333 WEST GRAND AVENUE
BENSENVILLE, IL 60106

Quote No : 353394
Quote Date : 3/6/2013
Expire Date: 4/5/2013
Sales Rep : 113
Phone No : 630-279-6000
Fax No : 630-860-5090

PROVIDE/INSTALL THE FOLLOWING SERVICES; REF: 2012/13 INTERCEPTOR PPV SUV

2012/13 FORD INTERCEPTOR SUV EQUIPMENT UPPFIT PREP PACKAGE INCLUDES;
FIREWALL PIERCING, ELECTRICAL COMPONENT WIRING HARNESS/S INSTALLATION,
80 OR 100 AMP MANUAL RESET SURFACE MOUNT CIRCUIT BREAKER, MASTER FUSE
BLOCKS/FUSES/CABLE/CONNECTORS/FASTENERS/WIRE AS REQUIRED
REMOVAL OF USED COMPONENTS/EQUIPMENT FROM EXISTING FORD CROWN VICTORIA
COMPATIBLE EQUIPMENT TO BE REUSED/INCOMPATIBLE EQUIPMENT RETURNED TO DEPT.

PRICE PER UNIT \$ 1,320.00
NEW HAVIS MODEL C-VS-1308-INUT 21" SUV/UTILITY STANDARD COMPONENT CONSOLE PKG.
INCLUDING; 21" COMPONENT CONSOLE, C-ARM-103 CONSOLE SWIVEL MOUNT FULL ARM REST,
CCUP2I INTERNAL CONSOLE DUAL CUP HOLDER and CLP3 3-RECEPTACLE POWER STRIP,
PKG-PSM-253 CPU/LAPTOP SIDE MOUNT PACKAGE INCLUDES; C-HDM-153 MOUNTING BASE,
C-HDM-202 ADJUSTABLE POLE, C-MD-102 TILT/SWIVEL MOUNT, C-HDM-401 STABIL.ARM
TO HOUSE FOUR COMPONENTS; LIGHT/SIREN CONTROLLER, ARROW STICK CONTROLLER,
TWO WAY RADIO AND ONE OPEN SLOT

PRICE PER UNIT \$ 964.00

CODE 3 MODEL 2747ACCMA1 "2700" 2012 PROGRAM 47" LIGHT BAR LOADED WITH
PRIZM RED/BLUE REFLECTIVE LED LIGHTHEADS, FLASHING LED TAKE DOWN/ALLEY
LIGHTS, ALL RED/BLUE ***NO REAR AMBER ARROWSTIK - BLACK DOMES***

PRICE PER UNIT \$ 1,369.00
CODE 3 N-3 OPTICOM/EMITTER FACTORY INSTALLED IN LIGHT BAR

PRICE PER UNIT \$ 275.00
CODE 3 MODEL NA3630 REAR NARROW STICK W/MODEL NASL8DC CONTROLLER

PRICE PER UNIT \$ 658.00
CODE 3 MODEL 3892L6M MASTERCOM B LIGHT-PA/SIREN CONTROLLER

PRICE PER UNIT \$ 567.00
CODE 3 MODEL TRX6R/TRX6B RED/BLUE 6 LED LIGHTS ON XT3LPBKT REAR LICENSE PLATE
BRACKET WITH EXTRA "L" BRACKETS SO LIGHTS ARE VERTICAL IN POSITION

PRICE PER UNIT \$ 265.00
CODE 3 MODEL TRX6RB RED/BLUE 6 LED LIGHTS INTERIOR MOUNTED IN REAR CARGO
AREA SIDE WINDOWS

PRICE PER UNIT \$ 268.00
FEDERAL SIGNAL MODEL UPKM3 SIREN PARK KILL MODULE

PRICE PER UNIT \$ 42.00

WHELEN VERTEX MODEL VTX609R/VTX609B SUPER-LED RED/BLUE FRONT AND REAR
CORNER LIGHTHEADS HIDEAWAY MOUNTED PER PAIR REQUIRES FORD (86P) OPTION

PRICE PER UNIT \$ 592.00
WHELEN VERTEX MODEL VTX609C SUPER-LED CLEAR/WHITE FRONT AND REAR
CORNER LIGHTHEADS HIDEAWAY MOUNTED PER PAIR REQUIRES FORD (86P) OPTION

*** CONTINUED NEXT PAGE ***

Submitted By: _____

Accepted By: _____

Date: _____

Make : FORD
Model : INTERCEPTOR SUV
Year : 2013

Wheelbase : 0
Cab-Axle : 0
Body Paint: BLACK

VIN :
Trans : AUTO
Factory Ord:



P R O P O S A L

AUTO TRUCK, INC
 1420 BREWSTER CREEK BLVD. - BARTLETT, IL 60103
 PHONE 630-860-5600 - FAX 630-860-5631
 E-MAIL: sales@autotruck.com



1034
 Contact: BRIAN KILDUFF
 ROESCH FORD
 REF: BENSENVILLE POLICE DEPT.
 333 WEST GRAND AVENUE
 BENSENVILLE, IL 60106

Quote No : 353394
 Quote Date : 3/6/2013
 Expire Date: 4/5/2013
 Sales Rep : 113
 Phone No : 630-279-5000
 Fax No : 630-860-5090

LAGUNA MODEL FE4502LB BLACK PRISONER REAR SEATING WITHOUT "READY BUCKLE" PRISONER RESTRAINT SEAT BELT SYSTEM INCLUDES LAGUNA REPLACEMENT SEAT BELTS.	PRICE PER UNIT \$ 592.00
SETINA MODEL 10VS-RP PRISONER RECESSED PANEL PARTITION W/COATED SCRATCH RESISTANT POLYCARBONATE SLIDING WINDOW	PRICE PER UNIT \$ 947.00
BLAC RAC MODEL 1080DEBRV SINGLE RIFLE LOCK/TIMER VERTICAL PARTITION MOUNTED	PRICE PER UNIT \$ 834.00
SANTA CRUZ SC917B UNIVERSAL RIFLE LOCK CUSTOM MOUNTED TO REAR LAGUNA PRISONER SEAT SUPPORTS W/SECONDARY REAR RELEASE TOGGLE SWITCH	PRICE PER UNIT \$ 578.00
SECURE IDLE SI340U IGNITION OVERRIDE SECURE IDLE SYSTEM	PRICE PER UNIT \$ 349.00
INSTALL NEW DEPARTMENT SUPPLIED PANASONIC 360 ARBITRATOR FRONT/REAR VEHICLE CAMERA SYSTEM	PRICE PER UNIT \$ 252.00
SETINA MODEL PB-400 16" ALUMINUM PUSH BUMPER FOR INTERCEPTOR SUV	PRICE PER UNIT \$ 660.00
	PRICE PER UNIT \$ 415.00
	SUB-TOTAL PER UNIT \$ 10,947.00

Submitted By: Don Kilduff Accepted By: _____

Date: _____

Make : FORD
 Model : INTERCEPTOR SUV
 Year : 2013

Wheelbase : 0
 Cab-Axle : 0
 Body Paint: BLACK

VIN :
 Trans : AUTO
 Factory Ord:



BENSENVILLE
POLICE DEPT.

-QUOTE
-12/26/12

Victor Corral

(630) 216-9727
victor@gaxbit.com

Designing Your Future
www.gaxbit.com

QUOTE

1 Ford Interceptor (Taurus)

- white "police" line approx. 29"x132" on each side
- 2 sets of Squad ID's on each car
- 1 set of "Bensenville Police" decals per/vehicle for rear
- 1 set of Bensenville Police Crest on each car
- 1 set of "To Protect and To Serve" on hood
- 1 set of 5in flag

1 Ford Interceptor (Explorer)

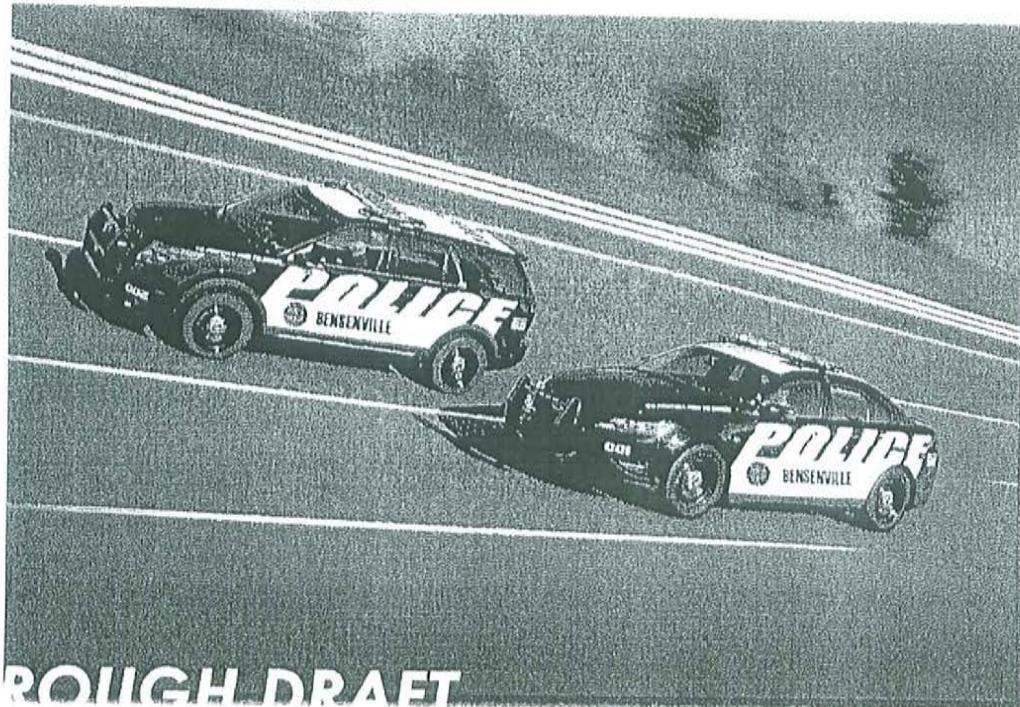
- white "police" line approx. 29"x132" on each side
- 2 sets of Squad ID's on each truck
- 1 set of "Bensenville Police" decals per/vehicle for rear
- 1 set of Bensenville Police Crest on each truck
- 1 set of "To Protect and To Serve" on hood
- 1 set of 5in flag

Material Used:

- 3m Scotchcal Vinyl
- 2 mil high gloss cast vinyl
- 7 year outdoor durability
- total coverage area: approx. 238 sq. ft.

Total: \$2,360.00 \$1,100.00 CHECKS TO: GAXBIT CORP.

THE PRICE ABOVE INCLUDES:
-SET-UP, PRINT & INSTALLATION



303 W. Grand Ave,
Bensenville, IL 60106.
Tel: (630) 279 - 6000
Fax: (630) 451 - 3509
www.roeschford.com



Truck
Center

Name	VILLAGE OF BENSENVILLE		
Street	12 S CENTER ST		
City, St, Zip	BENSENVILLE , ILL 60106	County	DUPAGE
Phone	630-350-3435	Fax	
Contact	KEN RUBACH		
MAKE	FORD	MODEL	COLOR
BODY STYLE	4DR AWD	TYPE OF SALE	CASH
		SALESMAN	Brian Kilduff
		VIN#	DETECTIVE SEDAN
		YEAR	2013

Date 3/11/2013

**PLEASE TAKE NOTICE: THIS ORDER IS NOT VALID UNLESS SIGNED BY
MANAGEMENT OF ROESCH FORD**

11. Any USED motor vehicle sold to Purchaser by Dealer under this Order is sold at the time of delivery by Dealer without any guarantee or waranty, expressed or implied, including any implied waranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part therof except as may be otherwise specifically provided in writing on the face of this order or in a separate writing furnished to Purchaser by Dealer.

Signature of Customer _____

NEW 2013 FORD SEDAN AWD POLICE INTERCEPTOR	
3.5L V6 6 SPEED AUTOMATIC ALL STANDARD	
EQUIPMENT POLICE PURSUIT PKG 500A	
INTERIOR UPGRADE PKG HEADLAMP PREP PKG	
BADGE DELETE NOISE SUPPRESSION BONDS	
18' FULL WHEEL COVERS CLOTH SEATS FRONT/REAR	
TRUNK UPFIT PKG KEYED ALIKE 1284X	
AUTO TRUCK UPFIT PER BENSENVILLE SPECS	
7YR / 100,000 MILE PREMIUM CARE EXTENDED	
WARRANTY	
LICENSE / TITLE "M" PLATES	

VEHICLE PAYOFF INFORMATION		TOTAL CASH SALE PRICE	\$28,973.00
COMPANY		Trade-in Value	\$0.00
OFFICE LOCATION		Sub-Total	\$28,973.00
PHONE		Federal Excise Tax	\$0.00
CONTACT		Sales tax	\$0.00
AMOUNT		License & Title	\$221.00
ACCOUNT#	GOOD UNTIL	Documentation	\$0.00
		Safety Inspection	\$0.00
		Cook County Use Tax (1.00%)	\$0.00
		Cook County MV Tax	\$0.00
		Sub-Total	\$29,194.00
		Add Payoff	\$0.00
DESCRIPTION OF USED TRUCK TRADE-IN		TOTAL CASH DELIVERED PRICE	\$29,194.00
YEAR	MAKE	Extended Service Plan	\$1,940.00
BODY STYLE	SERIAL #	Rebate	\$0.00
1) This agreement is subject to the additional terms and conditions on the back of this order 2) No other agreement, verbal or otherwise, will be honored. Read this order on both sides to avoid any misunderstandings 3) Sales Tax to be calculated based on IL state tax law in effect at time of delivery		Deposit Receipt #	\$0.00
		C.O.D.	\$31,134.00
		Contract	
I AGREE TO THE TERMS & CONDITIONS HEREIN	SALES ASSOCIATE	APPROVED BY	



P R O P O S A L

AUTO TRUCK, INC
1420 BREWSTER CREEK BLVD. - BARTLETT, IL 60103
PHONE 630-860-5600 - FAX 630-860-5631
E-MAIL: sales@autotuck.com



1034
Contact: BRIAN DOOLEY
ROESCH FORD
REF: BENSENVILLE POLICE DEPT.
333 WEST GRAND AVENUE
BENSENVILLE, IL 60106

Quote No : 361911
Quote Date : 3/7/2013
Expire Date: 4/6/2013
Sales Rep : 113
Phone No : 630-279-6000
Fax No : 630-860-5090

PROVIDE/INSTALL THE FOLLOWING SERVICES;
INCLUDES;

REF: 2013 INTERCEPTOR SEDAN

- A. CODE 3 MODEL 3599L5 H2 COVERT REMOTE LIGHT-PA/SIREN CONTROLLER
INCLUDES; 100 WATT OUTPUT SIREN/HORN, WAIL/YELP, HI/LO, HYPER-YELP, WHOOP, MANUAL WAIL AIR HORN, RADIO RE-BROADCAST, SIREN SCROLL, SIREN PARK KILL WITH LEVEL THREE DROP-OUT OPTION, HORN RING TRANSFER, INTEGRATED HAND-HELD MICROPHONE CONTROL HEAD WITH 14 RUBBERIZED PUSH BUTTON TO CONTROL A THREE PROGRESSIVE PROGRAMMABLE POSITION CONTROLS, VOLUME CONTROL THUMBWHEEL
- B. CODE 3 MODEL C3100PI COMPACT GRILLE MOUNT 100 WATT PA/SIREN SPEAKER W/BRACKET PRICE PER UNIT \$ 580.00
- C. CODE 3 MODEL SV999U2W "SUPERVISOR" INTERIOR FRONT LED RED/BLUE LIGHT BAR WITH WHITE CENTER TAKE-DOWN LED LIGHTS PRICE PER UNIT \$ 280.00
- D. NOVA MODEL MDASHCPE MICRODASH TRAFFIC SIGNAL PRE-EMPTION STROBE PRICE PER UNIT \$ 843.00
- E. WHELEN VERTEX MODEL VTX609R RED/VTX609B BLUE SUPER-LED LIGHTHEADS FRONT HIDEAWAY MOUNTED/REAR VTXFB FLANGE MOUNTED 2-PAIRS PRICE PER UNIT \$ 592.00
- F. SOUND-OFF SIGNAL MODEL EGHST1R RED/EGHST1B BLUE GHOST LED LIGHTS INTERIOR FRONT GRILLE MOUNTED - 1-PAIR PRICE PER UNIT \$ 280.00
- G. CODE 3 MODEL XT6RR RED/XT6BB BLUE 6 LED LIGHTS ON "L" BRACKETS MOUNTED ON REAR INTERIOR DECK PRICE PER UNIT \$ 220.00
- H. WHELEN MODEL SK01WJJ SPLIT RED/BLUE SIDE KICK ION WIDE ANGLE FENDER VENT LIGHTS PRICE PER UNIT \$ 486.00
- I. SANTA CRUZ SC917B UNIVERSAL RIFLE LOCK CUSTOM MOUNTED TO REAR FORD FACTORY EQUIPMENT TRAY W/SECONDARY REAR RELEASE TOGGLE SWITCH PRICE PER UNIT \$ 369.00
- J. SECURE IDLE SI340U IGNITION OVERRIDE SECURE IDLE SYSTEM PRICE PER UNIT \$ 252.00
- K. 2013 INTERCEPTOR SEDAN EQUIPMENT UPFIT PREP PACKAGE INCLUDES;
ELECTRICAL COMPONENT WIRING HARNESS/S INSTALLATION, 80 AMP MANUAL RESET SURFACE MOUNT CIRCUIT BREAKER, MASTER FUSE, BLOCKS/FUSES/CABLE /CONNECTORS /FASTENERS/WIRE AS REQUIRED AND INSTALL CUSTOMER SUPPLIED MOTOROLA RADIO DOCKING CRADLE/POWER SUPPLY FOR STARCOM RADIO PRICE PER UNIT \$ 980.00
SUB-TOTAL PRICE PER UNIT \$ 5,130.00

We appreciate and thank you for the quotation opportunity and look forward to being awarded your future business.

Submitted By: Don Schreyer Accepted By: _____

Date: _____

Make : FORD
Model : INTERCEPTOR SEDAN
Year : 2013

Wheelbase : 0
Cab-Axle : 0
Body Paint: SILVER

VIN :
Trans : AUTO
Factory Ord:

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 03/20/2013

DESCRIPTION: Resolution to approve purchase of a 36" Concrete Saw with O'Leary's Equipment for \$25,251.70

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: I & E (unanimous approval)

DATE: 3/19/2013

BACKGROUND: The proposed concrete saw will replace an existing concrete saw from the 1970s that has outlived its useful and has required numerous repairs to keep it operational. This type of saw is used for cutting pavement for main break repairs or road patching. The saw currently used has broken down during a number of these jobs which has resulted in untimely delays and have created unsafe conditions. The saw proposed will allow staff to be more efficient in completing jobs as well as increase workplace safety by having a consistently functioning piece of equipment.

KEY ISSUES: Bids were solicited for the concrete saw and were opened on March 8th produced the following results:

Company	Bid Total
Burris Equipment (Waukegan, IL)	\$ 24,137.00*
O'Leary's Equipment (Chicago, IL)	\$ 25,251.70
Murphy's Contractor Equipment (River Grove, IL)	\$ 28,019.30
Apex Pinnacle (Port Crane, NY)	\$ 30,238.10
WHE, Ltd. (Roscoe, IL)	\$ 31,492.12
McAllister Equipment Company (Alsip, IL)	\$ 32,579.40

** Does not meet bid specifications*

The lowest bid price submitted by Burris Equipment proposed a concrete saw that did not have an electronic tracking system which allows the operator to make straighter more accurate cuts while the saw is in operation, in addition to this it also did not include a "5th wheel" which provides an electronic lift making it easier to maneuver a saw that weighs almost 1 ton. Because the saw is unable to meet the specifications listed in the bid, it must be thrown out. Therefore staff recommends going with the lowest responsible bidder, O'Leary's Equipment.

ALTERNATIVES: Discretion of the Village Board

RECOMMENDATION: Staff recommends approval of the concrete saw purchase with O'Leary's Equipment of Chicago, IL as the lowest responsible bidder.

BUDGET IMPACT: Funds have been allocated in FY13 (\$30,000.00) for a concrete saw and accessories (accessories include- a light kit, a water pump kit, and several crucial spare parts).

ACTION REQUIRED: Motion to approve a Resolution authorizing the execution of a contract to O'Leary's Equipment for the purchase of a concrete saw in the amount of \$25,251.70.



RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT TO
O'LEARY'S EQUIPMENT FOR
PURCHASE OF A CONCRETE SAW
IN THE AMOUNT OF \$25,251.70**

WHEREAS the Village of Bensenville, in an effort to provide quality services to our residents efficiently provides equipment to our staff to assist in achieving these goals, and

WHEREAS, the Village strives to provide these services in a manner that represents a value and the ability to provide costs savings wherever possible by replacing equipment in a timely manner, and

WHEREAS O'Leary's Equipment provided the lowest responsive bid at the March 8, 2013 public bid opening.

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

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents O'Leary's Equipment of Chicago, IL for the purchase of a concrete saw in the amount of \$25,251.70.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2013.

APPROVED:

Frank Soto
Village President

ATTEST:

Susan Janowiak
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Village of Bensenville



Contract Document Number
13.6.01

Walk Behind Concrete Saw

Conformed Agreement

Village Board Approval on

TABLE OF CONTENTS

TABLE OF CONTENTS	2
INVITATION TO BID.....	3
BID SPECIFICATIONS	4
BIDDER INFORMATION SHEET	11
BID SHEETS	12
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS.....	15

Initial: BR

INVITATION TO BID

WALK BEHIND CONCRETE SAW

The Village of Bensenville will accept bids for a "Walk Behind Concrete Saw"
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, March 8th, 2013** at
Bensenville Village Hall 12 S. Center St. The Bid must be in a sealed opaque envelope
plainly marked **Concrete Saw-BID**

Detailed specifications may be obtained by contacting Ken Rubach, Public Works
Supervisor at 630-350-3435, or by visiting the bid postings page on the Village website at
<http://www.bensenville.il.us/bids.aspx>

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

Susan Janowiak
Village Clerk

Initial: BA

BID SPECIFICATIONS

Village of Bensenville, Illinois

Walk Behind Concrete Saw

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. 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 accepted unit prices.

Initial: BR

PART II TECHNICAL SPECIFICATIONS

1. GENERAL

1.1 Bidding requirements, general and special conditions and other special requirements are hereby made part of the general specifications. Standard specifications of technical or professional societies and federal, state or local agencies referred to shall include all amendments as of the date of advertisement for bids.

2. EQUIPMENT SPECIFICATIONS

A) STANDARD FEATURES

2.1 Saw shall consist of a 4 cylinder 4 stroke diesel electric start engine capable of producing 66hp with no less than 60hp at the blade shaft. Blade shaft shall be 2" in diameter.

2.2 Transmission shall be a dual motor hydrostatic drive capable of speeds of up to 300 fpm. Gearbox shall be single speed.

2.3 Saw shall be able to use up to a 42" diameter blade and shall come with a 36" blade guard preinstalled. Blade depth control shall be electrohydraulic raise and lower.

2.4 Saw shall include an electric tracking system for the front wheels which shall be operated by an electric switch.

2.5 Saw shall include a factory installed 5th wheel which provides electronic lift assistance to aide in pivoting the machine.

2.6 Fuel tank capacity shall be no less than 9.75 gallons.

B) OPTIONAL FEATURES & PARTS

2.1 Light Kit

2.2 Water Pump Kit

2.3 42" Blade guard slip on with mounting kit

2.4 36"-42" Drive Pin

2.5 6" Blade Collar (outer flange with drive pin)

Initial: BA

BIDDER INFORMATION SHEET

NAME: (PRINT) Brian Alesia

SIGNATURE: Brian Alesia

COMPANY NAME: (PRINT)

O'leary's Equipment

ADDRESS: 1031 N. Cicero Av
Chicago, IL 60651

TELEPHONE: 773-619-3626

FACSIMILE: 773-252-8583

EMAIL: brian.alesia @ olearysinc. Net

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:
Concrete Saw- Bid

The bids must be received by **10:00am on March 8th, 2013**. They will be publicly opened and read on **March 8th, 2013** 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: BD

BID SHEETS

The undersigned, having become familiar with the specifications and with local conditions affecting the cost of the work, hereby proposes and agrees, if this bid is accepted, to enter into an agreement with the Village in the form included in the contract documents for the contract sum and within the contract time indicated in this bid and in accordance with other terms and conditions of the contract documents, and in so doing, to provide and furnish all the labor, equipment, materials, supplies, hardware, necessary tools, expendable equipment and supplies, and all utility and transportation services necessary to perform and complete, in a first-class manner, the entire work in conjunction with the purchase of the concrete saw.

In accordance with the complete specifications, the following amount constitutes as a total sum of the bid:

ITEM	PRICE
1- CONCRETE WALK BEHIND SAW <i>Husqvarna # 965885412</i>	<u>\$ 24,280.00</u>
1- LIGHT KIT (optional equipment) <i>542181117</i>	<u>\$ 335.00</u>
1- WATER PUMP KIT (optional equipment) <i>542199626</i>	<u>\$ 560.00</u>
1- 42" BLADE GUARD (optional spare part) <i>504019401</i>	<u>\$ 1158.00</u>
1- DRIVE PIN (optional spare part) <i>539300010</i>	<u>\$ 1.70</u>
1- BLADE COLLAR (optional spare part) <i>542199378</i>	<u>\$ 75.00</u>
TOTAL PRICE WITH OPTIONS:	<u>\$ 26,409.70</u>

After market Gear upgrade for use
w/ 42" blade - Approx: \$ 2700.00

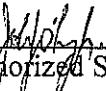
Initial: BA

TOTAL COST CERTIFICATION

The undersigned hereby affirms and states that the prices stated herein constitute the total cost to the Village for all work involved in the respective items, and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expenses, all profits and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively.

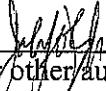
TOTAL COST FOR WALK BEHIND SAW: \$ 26,409.70

Signed:



Authorized Signature

Where bidder is a corporation, add:

Attest: 

(Secretary or other authorized officer)

Date: 2/26/13

(CORPORATE SEAL)

REFERENCE SUBMITTAL

All bidders are required to furnish three (3) references from previous clients whom they have performed similar work for.

Municipality or Firm: City of Naperville

Name/Position of Contact: Jim Goschey Tool Room Supervisor

Address: 180 Fort Hill Drive

City: Naperville State: IL Zip: 60540

Telephone Number: 630-305- Email: _____

Municipality or Firm: Village of Deerfield

Name/Position of Contact: Don Boucher Superintendent

Address: 465 Elm Street

City: Deerfield State: IL Zip: 60015

Telephone Number: 847-317-7248 Email: _____

Municipality or Firm: City of Des Plaines

Name/Position of Contact: Mike Schmid water Supervisor

Address: 1111 Campground Road

City: Des Plaines State: IL Zip: 60016

Telephone Number: 847-391-5469 Email: _____

Initial: BA

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 #Il89-1I, Rev.Stat.Section 39 S-2 (Modification #3).
- 2) Removal or Suspension of Bidders - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:
 - a) Services performed do not comply with specifications of contract with the vendor;
 - b) Work is not done within the contract's specified in the contract;
 - c) An offer is not kept firm for the length of time specified in the contract;
 - d) Contractor fails to provide performance bond when required by invitation to bid;
 - e) Contractor is found guilty of collusion;
 - f) Bankruptcy or other evidence of insolvency is found;
 - g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.
- 3) Compliance to Law -
 - a) The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or

Initial: BD

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 "Concrete Saw - 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 Deputy 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: BA

- 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 Contractors'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: BP

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.

Initial: BB

- (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

Initial: BP

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

Initial: BR

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: BR

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:

Bar Atc
Signature

Sales Rep.
Title

2/26/13
Date

Village of Bensenville:

Signature

Title

Date

Initial: BA



TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 3/20/2013

DESCRIPTION: Resolution authorizing the execution of a contract with Utility Services, Inc. for purchase and installation of water meter distribution system tank mixers in the amount of \$94,850

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: I&E (unanimous approval)

DATE: 03/19/2013

BACKGROUND: The Village of Bensenville owns and operates a water distribution system that provides potable water and fire protection water throughout the Village. Unusual warmer temperatures this past summer created the rapid decrease of chlorine residuals in our distribution system. This decrease in chlorine residuals was noticed when new chlorine analyzers were being installed to connect with our water SCADA system. Staff was able to maintain these lower residuals to a point where we were still above State standards, but further work is needed to insure that we don't fall below the standards, thereby causing a violation and possible "boil orders" through out the community.

To that end, last November we purchased and installed a PAX tank mixer at our Foster Ave reservoir. Since then, we have greatly increased our chlorine residuals in the distribution system on this side of town. To continue with this technology and to reassure that we are maintain healthy chlorine residuals in our system elsewhere we would like to add two more of these mixers to our Church Street Reservoir. Mixers will insure that the water that is in our storage tanks never experiences low chemical or thermal stratification (old, stale water). Mixing the water as it enters the tanks will ensure that the water will be the same temperature and quality as it enters our system from the Dupage County Water Commission. Another benefit of these mixers is that they will prevent the formation of ice that typically occurs during the winter months. Ice build-up can be catastrophic to our tanks if not controlled.

KEY ISSUES: PAX Water Technologies is the manufacturer of a mixer that can control both of the issues stated above. PAX mixers have the data and reputation behind them that make them far more superior than other manufacturers. Because costs associated with the purchase of these mixers is substantial, and they need to be placed within the tanks themselves, it is beneficial to have a proven product that will provide years of service free interruptions that could lead to higher costs in the future.

As with the previous purchase, the proposed contract is with Utility Services, Inc., who is the local vendor that sells the PAX mixing systems. Also included in the scope of work, Utility Services will conduct a full tank inspection and completely clean all the interior walls and floor, to insure complete removal of any bio-films and sediments.

The Church Reservoir is a 1.8 million gallon reservoir bisected in two 900,000 gallon halves. As such, we are recommending one mixer for each half to assure proper movement through the facility. The mixers have been sized accordingly by Utility Services. The cost of both units is \$94,850.

ALTERNATIVES: Discretion of the Village Board

RECOMMENDATION: Staff recommends approval of this Resolution to purchase water tank mixers.

BUDGET IMPACT: \$250,000 was budgeted in the CIP with \$100,000 earmarked for the Mixers.

ACTION REQUIRED: Approval of Resolution.

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT TO
UTILITY SERVICES INC. FOR
PURCHASE AND INSTALLATION OF WATER DISTRIBUTION SYSTEM
TANK MIXER
IN THE AMOUNT OF \$94,850**

WHEREAS The Village of Bensenville owns and operates a water distribution system that provides potable water and fire protection water throughout the Village limits, and

WHEREAS unusual warmer temperatures this past summer have created the rapid decrease of chlorine residuals in our distribution system, and

WHEREAS staff has been able to maintain these lower residuals to a point where we are still above State standards, but further work is needed to insure that we do not fall below the standards, and

WHEREAS one way to insure that we maintain healthy chlorine residuals in our system is by adding mixers in the storage tanks, and

WHEREAS mixers will insure that the water that is in our storage tanks never experiences low chemical or thermal stratification, and

WHEREAS staff recommends the installation of a mixing system at the Church Road Reservoir, and

WHEREAS PAX Water Technologies is the manufacturer of a mixer that has the data and reputation behind them that make them far more superior than other manufacturers, and

WHEREAS Utility Services, Inc. is the local vendor that sells and installs these mixing systems, and

WHEREAS Utility Services provided a proposal in the amount of \$94,850 to purchase and install the mixing system (that includes two mixing units) as well as perform a thorough cleaning and investigation of the Church Road Reservoir.

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 Utility Services Inc. of Perry, GA for the

purchase and installation of the mixing system at the Church Road Reservoir in the amount of \$94,850.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2013.

APPROVED:

Frank Soto
Village President

ATTEST:

Susan Janowiak
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



Proposal From:

Utility Service Co.



www.utilityservice.com

535 Courtney Hodges Blvd.
P.O. Box 1350, Perry, Georgia 31069
Phone: 800-223-3695

**FAX SIGNED COPY TO:
478-987-2991**

Date **January 25th, 2013** SFID: **29723**

CN: SO: 35916

Page No. 1 of 1

478-987-2991

Proposal Submitted to Village of Bensenville			Attn Mr. Rick Radde	Phone Fax
Address 12 S. Center Street			Job Name Washout, Chemical Cleaning, Disinfection, & PAX Installation (1 in each section – 2 units total)	
City Bensenville	State IL	Zip Code 60106	Job Location 100 N. Church Road	County / Parish Cook
Tank Name Church Road Concrete	Tank Size & Style 1.8 MG Concrete (w/ partition)		Est. Start Date Upon Approval	Submitted by Bill Murfree

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

1. A date shall be coordinated by both parties for the Owner to drain the tank.
2. Interior floor and lower walls of the tank will be cleaned using a pressure washer to remove all mud, silt, and foreign sediment. The tank is not to be rigged to pressure wash the upper walls and roof unless specified by this agreement.
3. Apply NSF 60 approved patented chemical cleaning agent to the interior walls up to the high water line and floor surfaces.
4. Fresh water rinse all interior surfaces to remove cleaning agent and dilute/neutralize residual concentrations. Pricing assumes that neutralized wash-water and sediment can be disposed of through on-site drainage.
5. Utility Service Co, Inc shall furnish and install **(1) NSF Approved PAX Submersible Active Mixing system in each section (2 total)**, together with all drives, motors, controls, and accessories necessary for a complete and operable active mixing system. PAX Submersible Active Mixing system shall consist of a low-voltage, water-filled submersible motor, an impeller, mounting tripod, float switch and a non-submersible control center that houses all control electronics.
6. Village will be required to provide 120 VAC, 15 AMP GFCI - Protected, 15 Amp Circuit power supply at the tank, and will be required to supply a certified electrician to make the final connection between the PAX Mixer and the power supply during the installation.
7. Village will be responsible for all trenching, conduit and electrical connections outside the tank, unless otherwise stated in this proposal.
8. Upon completion of installation, Utility Service Co, Inc will power up the PAX Active Mixing system and complete electrical system check/IAR on PAX Control Center to verify proper operation.
9. Village will provide VAC truck to assist with sediment removal if the accumulation is more than 1" or if floor lacks drain system for wash water waste.

Please sign and date this proposal and return one copy to our office.

Ninety four thousand, eight hundred and fifty dollars dollars (**\$ 94,850**)

Payment to be made as follows: **Payment in Full Upon Completion of Work – plus all applicable taxes**

Remittance Address: Utility Service Company, Inc., P. O. Box 116554, Atlanta, GA 30368-6554

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

USCI
Signature

George Shannon

Vice President – North Region

Note: This proposal may be withdrawn by us if not accepted within Sixty (60) days

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date of Acceptance

Printed Name

TYPE: Resolutions/Ordinances **SUBMITTED BY:** Joe Caracci **DATE:** 03/20/2013

DESCRIPTION: Approval of numerous Ordinances and Resolutions associated with an Agreement with IDOT for participation in the Intersection Improvements of IL 19 (Irving Park Road) at York Road that will include enhanced streetscape and utility relocations

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

ASSIGNED COMMITTEE: I & E (unanimously approved) **DATE: 03/19/2013**

BACKGROUND: Illinois Department of Transportation (IDOT) is planning to reconstruct the intersection of IL19 (Irving Park Road) and York Road. Included in the scope of this project are roadway improvements that extend to the western Village limits on IL19, north on York Road to Gateway Road, and south on York Road to Green Street. These limits were recently expanded by IDOT.

As part of the project, the Village will be enhancing our streetscape along the corridor. New decorative street lights, decorative pedestrian lights, and stamped concrete sidewalks have been included in the plans. The initial cost of these aesthetic improvements is \$533,140. The Village is also responsible for utility relocations throughout the corridor. These relocations will upgrade our water main and sanitary sewers. The cost of the utility work is estimated at \$862,500. The total estimated cost is \$1,395,640. Actual costs for the work will not be determined until after the project is complete. IDOT plans to let the project in June 2013. In order to keep this project on schedule, the Village must enter into an Agreement with IDOT to commit to funding our portion of the project.

It should be noted that an updated cost estimate is anticipated in the coming months. This update will reflect some of the upgrades the Village has added to the project including stamped concrete sidewalks along IL19 and York. Staff will keep the Board abreast of the estimates as they become available. Regardless, the Village through these resolutions and ordinances is agreeing to reimburse IDOT the full and final amount of the project for our corresponding items.

KEY ISSUES: Similar to our recent Agreement approval of the IL83 Median Upgrade with IDOT, a number of different Resolutions and Ordinances must be passed and included in the Agreement. This is standard IDOT procedure. As such, the following approvals are sought for this contract:

- Resolution approving an Agreement with IDOT for participation in the Project
- Resolution authorizing the appropriation of funds (Exhibit B)
- Ordinance restricting parking along IL19 (Exhibit C)
- Ordinance prohibiting discharge of sanitary or industrial waste into storm sewer on IL19 (Exhibit D)
- Ordinance prohibiting encroachments onto IL19 (Exhibit E)

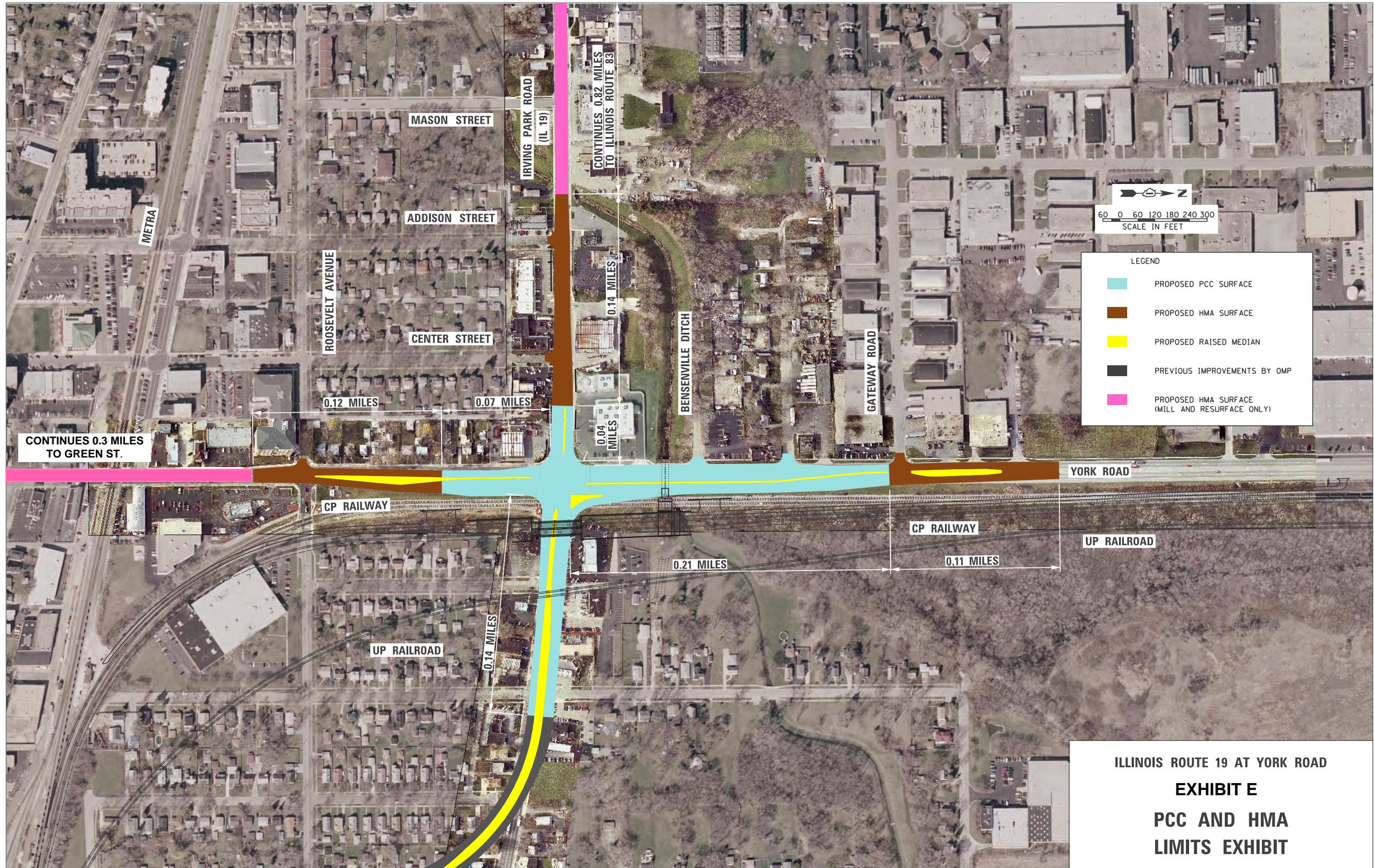
ALTERNATIVES: Discretion of the Village Board

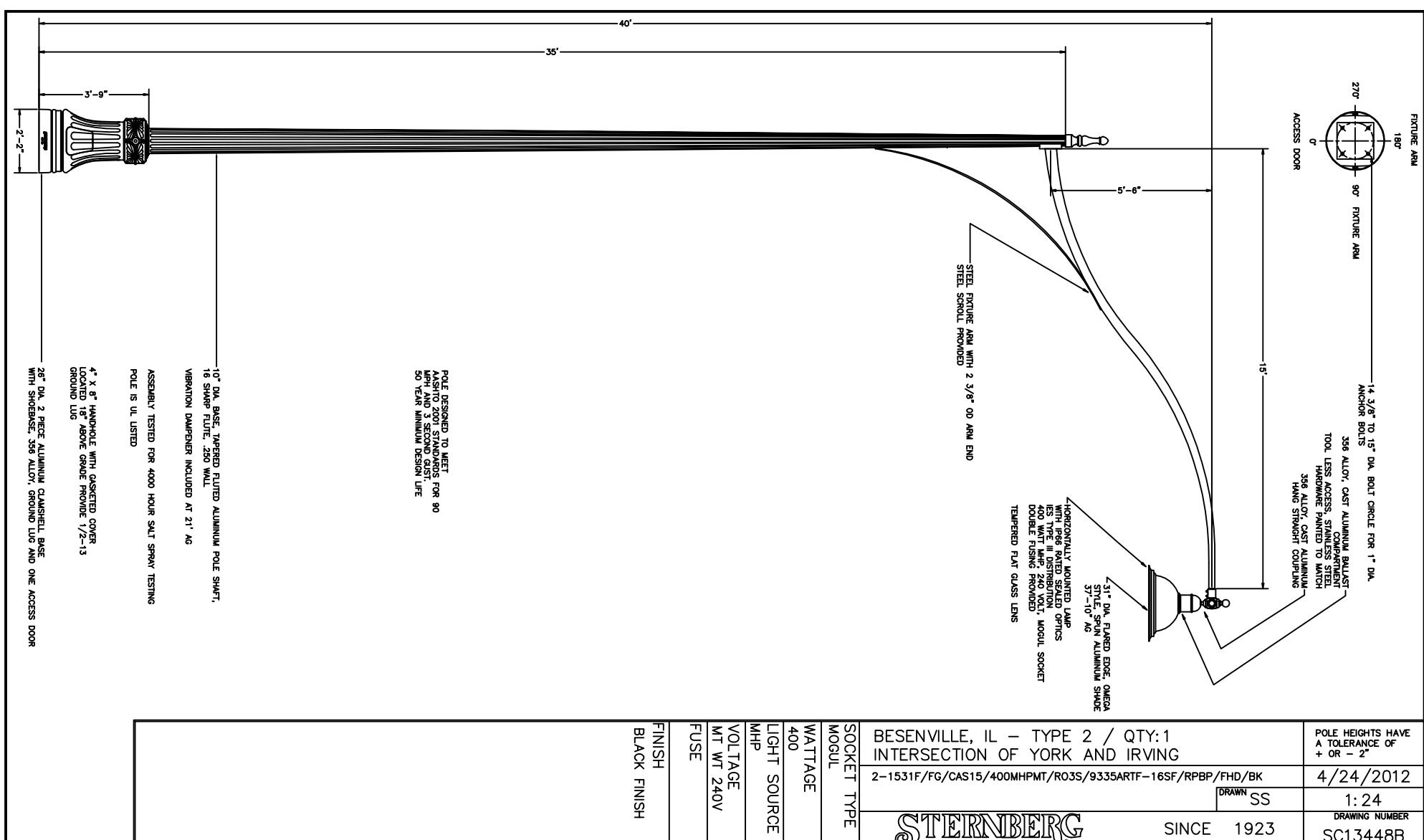
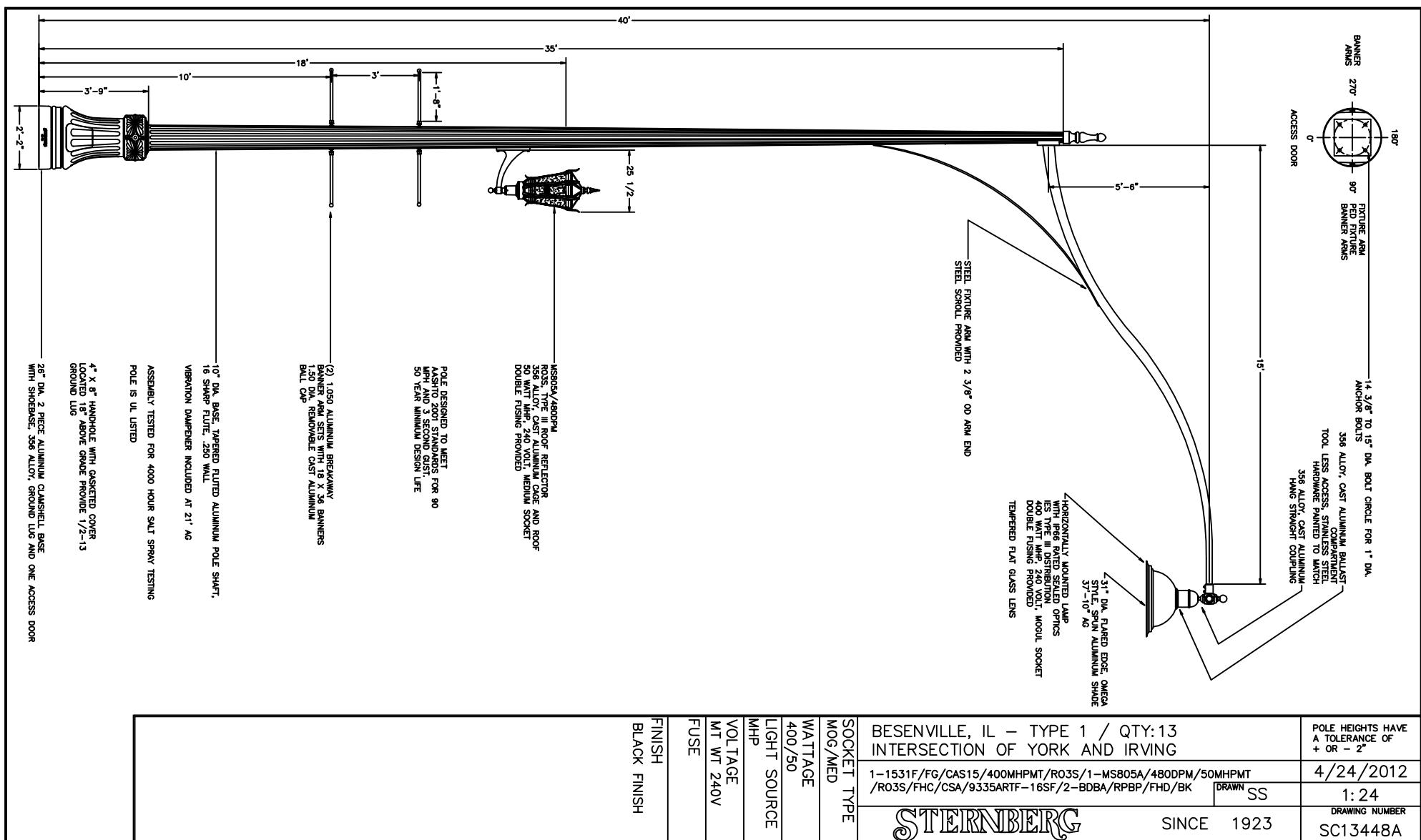
RECOMMENDATION: Staff recommends approval of all Resolutions and Ordinances

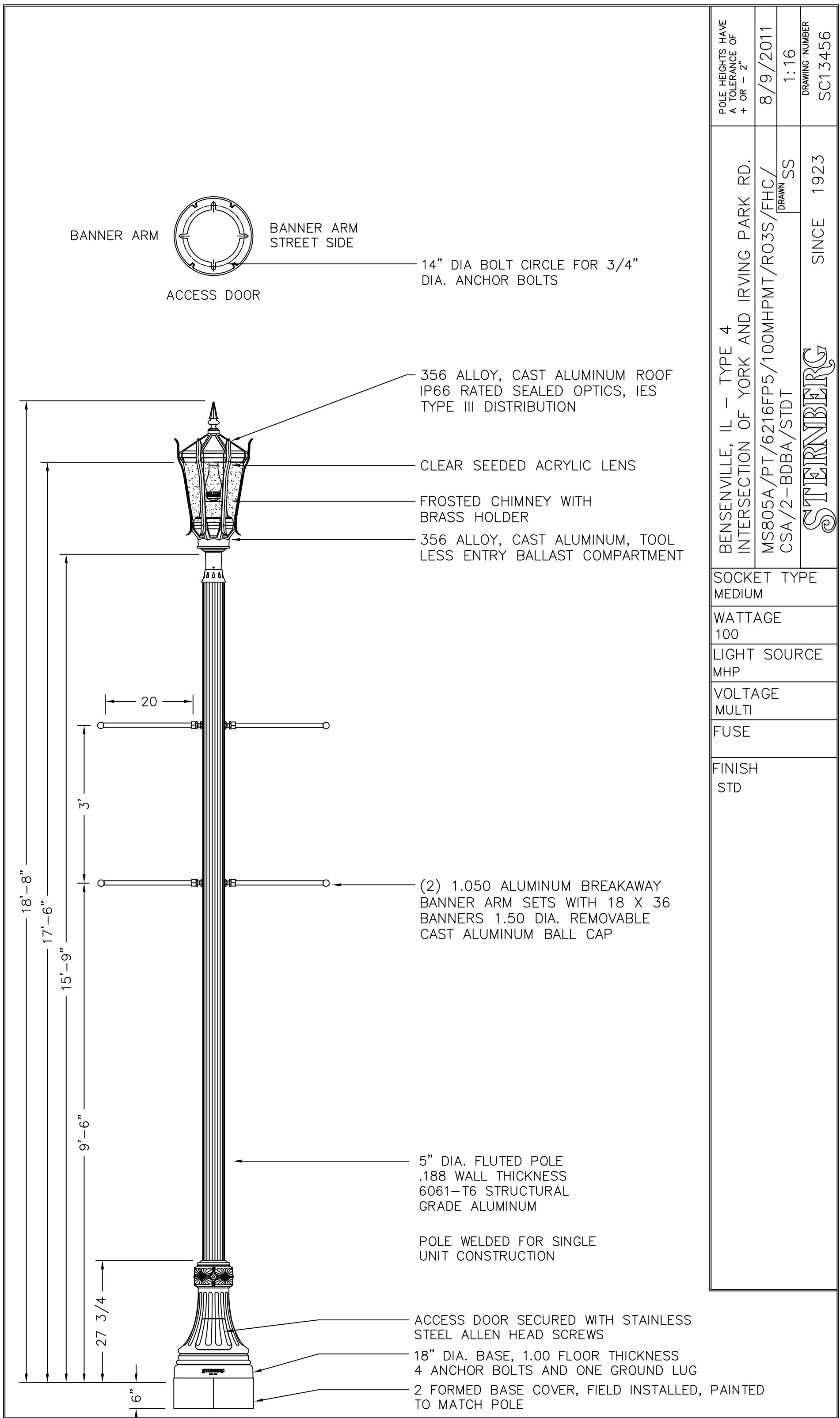
BUDGET IMPACT: This is not budgeted in the CY2013 budget, but is included in the 5-Year CIP. We have structured the agreement in a manner that the Village will not have to expend CY2013 funds. We will pay our share in three installments - 1/3 upon award of a contract (anticipated to be due in January 2014), 1/3 upon substantial completion, and 1/3 upon final completion. \$1,500,000 has been reserved in the 5-Year CIP from a combination of Utility funds and Capital funds.

ACTION REQUIRED: Approval of the necessary Resolutions and Ordinances (five in total) that will be combined to create a separate "Agreement" between IDOT and the Village.











RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE VILLAGE OF BENSENVILLE
TO ENTER INTO AN AGREEMENT WITH THE
STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION
CONCERNING ROAD IMPROVEMENTS TO ILLINOIS ROUTE 19**

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

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

WHEREAS, the VILLAGE has been approached by the Department of Transportation of the State of Illinois to enter into an Agreement with it relative to improvements the State plans to make to Illinois Route 19 at its intersection with York Road; and

WHEREAS, Village staff has reviewed the Agreement tendered by the State of Illinois for the purpose set forth herein and recommends that it be approved by the Village in the form of Agreement attached hereto and incorporated herein by reference as Exhibit "1;" and

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

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

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

made a part hereof by reference.

SECTION TWO: The Village President is hereby authorized and directed, on behalf of the Village of Bensenville, to execute and take all other necessary actions, either in his own person or by his designee, to effect the Village's entry into the Agreement in Exhibit "1," and the Village Clerk is hereby authorized to attest to the same as may be required.

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law, and all resolutions in conflict herewith are repealed to the extent of their conflict.

PASSED AND APPROVED by the President and Board of Village Trustees of the Village of Bensenville, Illinois, this __ day of March, 2013.

APPROVED:

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

FAU Route 1321
IL Route 19
State Section: 32N-4
DuPage County
Job No. : C-91-332-06
Agreement No.: JN-112-039
Contract No.: 60B42

AGREEMENT

This Agreement entered into this _____ day of _____, 20_____, A.D., by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the VILLAGE OF BENSENVILLE of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving approximately 4,835 lineal feet (0.92 miles) of IL Route 19, (FAU Route 1321), STATE Section 32N-4, State Job Number: C-91-332-06 at its intersection with York Road as follows:

This is an intersection reconstruction and improvement project. The proposed improvement plan includes pavement reconstruction and widening, improved intersection geometry with additional auxiliary lanes, drainage system improvements, water main construction, street lighting, traffic signal modernization, and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications.

The work includes improving the intersection of IL Route 19 and York Road by lowering the intersection to allow the proposed relocated Canadian Pacific Railway and the proposed relocated Union Pacific Railroad, (as proposed with the O'Hare Modernization Program), to

pass over IL Route 19 east of York Road. The IL Route 19/York Road intersection will be lowered by 1.7 feet. All legs of the intersection would have two 12-foot wide through lanes of traffic in each direction and an exclusive 12-foot wide right turn lane with the exception of the west leg, which will not have an exclusive right turn lane. Dual 12-foot wide left turn lanes will be included on both legs of York Road and single 12-foot wide left turn lanes will be provided on both legs of IL Route 19. With the widening on IL Route 19, four retaining walls are required along the west leg of IL Route 19; and

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering costs, subject to reimbursement by the VILLAGE as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A.

4. The VILLAGE has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit B" and made a part hereof.

The VILLAGE further agrees that upon award of the contract for this improvement, the VILLAGE will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

such sums as are required to be paid in accordance with the terms set forth in the Resolutions adopted this same date relative to this Project.

The VILLAGE further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "Exhibit B" proves to be insufficient, to cover said cost.

5. The VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be restricted within the limits of this improvement, a copy of which is attached hereto as "Exhibit C", and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.

6. The VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as "Exhibit D".
7. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the VILLAGE and the STATE.

The VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting in the future, any new encroachments within the limits of the improvements, a copy of which is attached as "Exhibit E".

8. The VILLAGE has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.
9. The VILLAGE agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along Illinois route 19 without the consent of the STATE.

10. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
11. The VILLAGE agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
12. All VILLAGE owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).
13. The VILLAGE agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.
14. Upon final field inspection of the improvement and so long as IL Route 19 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes lying on either side of the median and the left-turn turn lanes and right turn lanes, each lane being 12 foot and variable in width and the curb and gutter stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.

15. Upon final field inspection of the improvement, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including sidewalks, parkways, guardrails, crosswalk and stop-line markings, VILLAGE owned utilities including appurtenances thereto, highway lighting up to the Canadian Pacific Railway, including furnishing the electrical energy thereof and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids.

The VILLAGE further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of IL Route 19. The VILLAGE shall be responsible for all drainage facilities located along York Road.

16. Upon acceptance by the STATE of the traffic signal modernization included herein, the financial responsibility for the maintenance and electrical energy charges shall continue to be as outlined in the Master Agreement executed by the STATE and the VILLAGE on July 11, 2002.

Obligations of the STATE and VILLAGE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF BENSENVILLE

By: _____
(Signature)

Attest:

By: _____
(Print or Type)

Village Clerk

Title: _____

(SEAL)

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
William R. Frey, P.E.
Interim Director of Highways/Chief Engineer

Date: _____

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of IL Route 19, (FAU Route 1321), STATE Section 32N-4, State Job Number: C-91-332-06, at its intersection with York Road, the VILLAGE agrees to that portion of the plans and specifications relative to the VILLAGE's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved _____

Title _____

Date _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE APPROPRIATION
OF FUNDS IN FISCAL YEAR 2014 FOR THE
IMPROVEMENT OF ILLINOIS ROUTE 19**

WHEREAS, the Village of Bensenville (hereinafter the “Village”) has entered into an Agreement with the State of Illinois for the improvement of IL Route 19, (FAU Route 1321), State Section 32N-4, State Job Number: C-91-332-06, at its intersection with York Road, and

WHEREAS, in compliance with the aforementioned Agreement, it is necessary for the Village to appropriate sufficient funds to pay its share of the cost of said improvement.

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

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

SECTION TWO: That there is hereby appropriated the sum of One Million Three Hundred Ninety Five Thousand Six Hundred Forty Dollars (\$1,395.640), or so much thereof as may be necessary, from any money now or hereinafter allotted to the Village to pay its share of the cost of this improvement as provided in the Agreement.

SECTION THREE: That the Village will pay to the State of Illinois its share of the cost of the improvement from funds allocated for this purpose in the following manner: (1) upon award of the contract for this improvement, the Village will pay to the State one-third of the Village’s cost of the improvement; (2) one-third upon substantial completion of the project, and (3) the remaining one-third of the Village’s cost of the improvement shall be paid within thirty (30) days of final completion of the project.

SECTION FOUR: That the Village agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.

SECTION FIVE: This Resolution shall be in full force and effect upon its passage and approval as required by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this ___ day of January, 2013.

APPROVED:

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

f:\pkb\bensenville\resolutions\appropriation funds route 19.doc

ORDINANCE NO. _____

**AN ORDINANCE RESTRICTING PARKING ALONG
IL ROUTE 19 WITHIN THE VILLAGE OF BENSENVILLE**

WHEREAS, the State of Illinois, acting by and through its Department of Transportation, is desirous of improving IL Route 19, (FAU Route 1321), State Section 32N-4, State Job Number: C-91-332-06, at its intersection with York Road, in the Village of Bensenville; and

WHEREAS, a portion of this project runs through the Village of Bensenville; and

WHEREAS, in order to facilitate the free flow of traffic and to ensure the safety of the motoring public, the Village Board of the Village of Bensenville has determined that parking along IL Route 19 in the vicinity of the improvement described herein shall be prohibited.

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

SECTION ONE: That parking shall be prohibited along IL Route 19, (FAU Route 1321), State Section 32N-4, State Job Number: C-91-332—06, at its intersection with York Road within the Village limits of the Village of Bensenville.

SECTION TWO: That the Village Board of the Village of Bensenville will prohibit future parking at such locations on or immediately adjacent to IL Route 19 as may be determined and directed by the State of Illinois to be necessary to ensure the free flow of traffic and safety to the motoring public.

SECTION THREE: The Village Clerk is hereby authorized and directed to attach a copy of this Ordinance to the AGREEMENT dated _____, 2013 by and between the State of Illinois and the Village of Bensenville.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its

passage and approval according to law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this ____ day of January, 2013.

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

F:\PKB\Bensenville\ordinances\Route 19 Parking Restriction.doc

ORDINANCE NO. _____

**AN ORDINANCE PROHIBITING THE DISCHARGE
OF SANITARY AND INDUSTRIAL WASTE
INTO ANY STORM SEWER OR DRAINAGE FACILITY
CONSTRUCTED AS A PART OF THE
IL ROUTE 19 – FAU 1321 IMPROVEMENT**

WHEREAS, the State of Illinois, acting by and through its Department of Transportation, is desirous of improving IL Route 19, (FAU Route 1321), State Section 32N-4, State Job Number: C-91-332-06, at its intersection with York Road, within the Village limits of the Village of Bensenville; and

WHEREAS, said project includes the installation of storm sewers, sanitary sewers, and drainage facilities; and

WHEREAS, a portion of the project runs through the Village of Bensenville, including the installation of storm drains and drainage facilities.

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

SECTION ONE: No person, firm, corporation or other entity shall discharge any sanitary waste or industrial waste water into any storm sewer or drainage facility constructed as part of the IL Route 19, (FAU Route 1321), State Section 32N-4, State Job Number: C-91-332-06, at its intersection with York Road, which passes through the Village of Bensenville.

SECTION TWO: The Village Clerk of the Village of Bensenville is authorized and directed to attach a copy of this Ordinance to the agreement dated _____, 2013, by and between the State of Illinois and the Village of Bensenville relative to the improvement.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this ____ day of January, 2013.

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

F:\PKB\Bensenville\ordinances\Route 19 Probiting discharge of waste into sewer.doc

ORDINANCE NO. _____

**AN ORDINANCE PROHIBITING ENCROACHMENTS
WITHIN THE STATE OF ILLINOIS RIGHT OF WAY
ALONG FAU 1321 – IL ROUTE 19**

WHEREAS, the State of Illinois, acting by and through its Department of Transportation, is desirous of improving IL Route 19, (FAU Route 1321), State Section 32N-4, State Job Number: C-91-332-06, at its intersection with York Road, in the Village of Bensenville; and

WHEREAS, said project is being constructed in order to facilitate the free flow of traffic and to ensure safety to the motoring public; and

WHEREAS, a portion of the project passes through the Village of Bensenville.

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

SECTION ONE: That no person, firm, corporation or other entity shall install, place, maintain or construct any structure that encroaches upon the State of Illinois right of way on IL Route 19, (FAU Route 1321), State Section 32N-4, State Job Number: C-91-322-06, at its intersection with York Road, within the limits of the Village of Bensenville.

SECTION TWO: The Village Clerk of the Village of Bensenville is hereby authorized and directed to attach a copy of this Ordinance to the agreement dated _____, 2013, by and between the State of Illinois and the Village of Bensenville relative to the improvement of IL Route 19, FAU 1321.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this ____ day of January, 2013.

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

F:\PKB\Bensenville\ordinances\Route 19 Probiting Encroachments.doc

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 03/20/2013

DESCRIPTION: Resolution to approve purchase of two (2) 2013 Ford Fusion Hybrid Sedans for the Community & Economic Development Department through Roesch Ford in the amount of \$52,600

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: I & E (Approved 5-1)

DATE: 3/19/2013

BACKGROUND: In reviewing the Community & Economic Development (CED) Department fleet, staff has developed a plan for vehicle replacement and shaping the fleet to meet the future needs of the department. In developing the needs, staff looked at the existing fleet, current and future staffing, and operational functions of the Department. Cost of operation (i.e. gas mileage) and impacts on the environment were also considered during the analysis. The proposed fleet for the Department includes six (6) sedans (hybrid or electric) and one (1) compact SUV (hybrid or electric preferred).

In the CY2013 budget, there is one (1) Ford Fusion Hybrid identified at \$28,000 for CED. There is also one (1) Ford F450 Extended Cab Pickup Truck identified at \$55,000 for Public Works. The CED vehicle would replace their 2003 Ford Expedition SUV that has 97,379 miles on it and mechanical issues. The PW vehicle would replace a 1996 Ford F-350 pickup with 93,742 miles, extensive rust and mechanical issues.

Upon reviewing the needs of Public Works, it was determined that PW can utilize CED's current 2011 Ford F150 Extended Cab Pickup rather than purchasing the new F450. Under this scenario, CED would replace the F150 with another Ford Fusion Hybrid, resulting in a savings of \$30,400.

KEY ISSUES: By way of our agreement with Roesch Ford of Bensenville, the cost of the two (2) Ford Fusion Hybrids is \$52,600 (\$26,300 each). These vehicles are base hybrid models that get an average of 40 mpg. It is our anticipation, that even higher gas mileage may be realized as 95% of the driving will be local low speed travel that will take advantage of the hybrid technology. Also important to emphasize is a commitment from the Village to "Go Green" in order to reduce emissions and our dependence on foreign fuels.

At the I&E Committee, Trustee Peconio requested information on the condition of the 2003 Expedition. The vehicle is currently out of service with electrical system issues and a bad engine. We had the vehicle evaluated at Roesch Ford (attached). During the electrical inspection, they located corrosion on the main computer connector which they cleaned and repaired. The inspection of the engine yielded a recommendation to replace the engine due to worn rings on the pistons. The cost to replace the engine is estimated at \$5,420. Staff does not feel this investment is worth pursuing on a ten year old vehicle with nearly 100,000 miles.

ALTERNATIVES: Discretion of the Village Board

RECOMMENDATION: Staff recommends approval of the purchase with Roesch Ford of Bensenville.

BUDGET IMPACT: Funds have been allocated in FY13 (\$28,000 for CED and \$55,000 in Public Works) for two vehicles. Account Number 31580490 595000. In addition, both replaced vehicles will be sold at auction.

ACTION REQUIRED: Resolution authorizing the Execution of a Contract with Larry Roesch Ford of Bensenville, IL for the Purchase of Two (2) 2013 Ford Fusion Hybrid Vehicles in the amount of \$52,600.



RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH
LARRY ROESCH FORD OF BENSENVILLE, IL FOR
THE PURCHASE OF TWO (2) 2013 FORD FUSION HYBRID VEHICLES IN THE
AMOUNT OF \$52,600**

WHEREAS the Village owns and maintains a fleet of vehicles for the purpose of servicing the public, and

WHEREAS from time to time vehicles are replaced and or purchased for the purpose of better serving the community, and

WHEREAS the Village strives to utilize green technology to reduce pollution and promote environmental sustainability whenever possible,

WHEREAS the Village entered into an agreement with Larry Roesch Ford of Bensenville to provide Ford vehicles at or below State bid pricing, and

WHEREAS Larry Roesch Ford will secure the base vehicles and complete, through sub-contractors, any and all necessary upgrades to the vehicles according to Village specifications.

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 with Larry Roesch Ford of Bensenville, IL for the purchase of five vehicles for an amount not to exceed \$52,600.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2013.

APPROVED:

Frank Soto
Village President

ATTEST:

Susan Janowiak
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



333 W. Grand Avenue
Bensenville, IL 60106
(630) 279-6000
RoeschFord.com

Service Hours

Monday-Friday 7:30AM-6:00PM
Saturday 8:00AM-4:00PM

						CELL: 630-670-1747	
CUSTOMER NO. 18130		ADVISOR LOU	TAG NO. 18 781	INVOICE DATE 03/25/13	INVOICE NO. FOCS34711		
BENSENVILLE POLICE DEPT 100 N CHURCH RD BENSENVILLE, IL 60106		LABOR RATE	LICENSE NO. M136309	MILEAGE 97,395	COLOR WHITE/	STOCK NO.	
		YEAR / MAKE / MODEL 03/FORD TRUCK/EXPEDITION XLT /4DR SP				DELIVERY DATE	DELIVERY MILES
		VEHICLE I.D. NO. 1 F M P U 1 6 W 3 3 L A 3 5 5 0 6				SELLING DEALER NO.	PRODUCTION DATE 11/14/00
RESIDENCE PHONE 630-350-3455	BUSINESS PHONE 630-350-3455	COMMENTS				MO: 97400	
JOB# 1 CHARGES							
LABOR J# 1 51F02 BODY/ELECTRICAL TECH(S):62 230.00 AT TIMES WHEN DRIVING DASH CLUSTER CUTS OUT, POWER WINDOWS ARE INOP ALSO RADIO INOP CK OUT AND DIAG NECC TO REPIAR CONNECTIONS IN SMART JUNCTION BOX AND RETEST							
JOB# 1 TOTALS LABOR 230.00							
JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 230.00							
JOB# 2 CHARGES							
LABOR J# 2 11F02 ENGINE MINOR TECH(S):62 115.00 CK OUT AND INSPECT ENG IS USING APROX 21 1/2 QTS. OF OIL BETWEEN CHANGES CK OUT AND DIAG PCV AND INTAKE GOOD FOUND RINGS WORN PARTICIALLY DUE TO RUNNING HOURS RECOMEND ENGINE REPLACE PARTS AND LABOR 5420.00							
JOB# 2 TOTALS LABOR 115.00							
JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 115.00							
JOB# 3 CHARGES							
LABOR J# 3 99F0299P MULTI-POINT INSPECT TECH(S):62 0.00 MULTI-POINT INSPECTION							
JOB# 3 TOTALS JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00							
TOTALS							
***** <input type="checkbox"/> CASH <input type="checkbox"/> CHECK CK NO. [] * <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER * <input type="checkbox"/> AMER XPRESS <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> CHARGE * ***** 							
TOTAL LABOR.... 345.00 TOTAL PARTS.... 0.00 TOTAL SUBLET.... 0.00 TOTAL G.O.G.... 0.00 TOTAL MISC CHG. 0.00 TOTAL MISC DISC 0.00 TOTAL TAX..... 0.00							
TOTAL INVOICE \$ 345.00							
<p>THANK YOU FOR YOUR BUSINESS!!</p> <p>C H a r g e</p> <p>CUSTOMER SIGNATURE</p>							
PAGE 1 OF 1		CUSTOMER COPY					
[END OF INVOICE] 07:14am							



Drive one.



The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly DISCLAIMS All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose, And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Item/Items.

Thank You.
We really
appreciate your
business!

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 03/26/2013

DESCRIPTION: Resolution to reject bids for the purchase of a new aerial bucket truck

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: Standing Committee – I&E

DATE: 4/02/2013

BACKGROUND: In reviewing the Public Works Fleet, staff has developed a plan for vehicle replacement and shaping the fleet to meet the future needs of the department. Aerial bucket trucks serve a crucial function in providing much needed services to our residents from tree trimming to maintaining street lights and signs. This piece of specialty equipment is used year round by several of the divisions in Public Works.

Staff started with a list of functions that the aerial truck is used for. From there, bid specifications were compiled to reflect the features necessary to ensure efficient service to our residents in a timely manner. This truck will be replacing a 28' aerial lift truck that has had several issues with its lift and due to its height and lack of an articulating boom makes its use very limited. In addition to this the current truck also features very little storage making it necessary to bring another vehicle with to carry equipment. The new truck will feature a 40' lift as well as a significant amount of storage for equipment and parts to fulfill its various functions.

KEY ISSUES: Bids were requested for the service body and aerial lift components of the vehicle. Per our agreement, Roesch Ford of Bensenville will provide the chassis at or below State bid pricing. Three bids were received on March 8, 2013. After careful evaluation of the bids, only one of bids satisfied the minimum requirements of the bid specifications. One bid only submitted for the aerial component of the truck, while the other bid did not meet some of the size and material requirements.

Staff feels that having only one qualified bidder does not successfully meet the goals of a competitive bidding process and recommends rejecting all bids. Staff plans to revise the detailed specifications and rebid at a later date.

COMPANY	BASE BID COST	CHASSIS COST**	TOTAL COST
Runnion Equipment Company (Lyons, IL)	\$ 41,823.00*	\$38,760.00	Incomplete
Power Equipment Leasing Company, Inc. (Romeoville, IL)	\$ 76,679.89	\$38,760.00	\$115,439.89
Sauber Manufacturing Company (Virgil, IL)	\$ 88,530.00	\$38,760.00	\$127,290.00

* Only provided a bid for the aerial lift component of the bid. Did not bid on the service body.

** Provided by Roesch Ford

ALTERNATIVES: Discretion of the Village Board

RECOMMENDATION: Staff recommends rejection of the bids.

BUDGET IMPACT: The CY2013 budget reserves \$90,000 for the bucket truck.

ACTION REQUIRED: Approval of Resolution Rejecting Bids for the Purchase of a New Aerial Bucket Truck

RESOLUTION NO.

**A RESOLUTION OF THE VILLAGE OF BENSENVILLE
REJECTING BIDS FOR THE PURCHASE OF A NEW AERIAL BUCKET TRUCK**

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 Clerk for the Village of Bensenville received bids for the Village of Bensenville for an Aerial Bucket Truck on March 8, 2013; and

WHEREAS, the received three bids for the Aerial Bucket Truck; and

WHEREAS, two of the bids did not meet the minimum specifications as identified in the bid documents; and

WHEREAS, only one bidder successfully met the minimum specifications as identified in the bid documents; and

WHEREAS, staff feels that having only one qualified bidder does not successfully meet the goals of a competitive bidding process; and

WHEREAS, it is the recommendation of the Village Staff that all bids received be rejected, the specifications be revised, and the aerial bucket truck be rebid at a later date.

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

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

SECTION TWO: The bid tabulation attached hereto as Exhibit “A,” is hereby received and filed.

SECTION THREE: All bids for the Village of Bensenville Aerial Bucket Truck received on March 8, 2013, as shown on the bid tabulation attached as Exhibit "A," are hereby rejected.

SECTION FOUR: The Village Clerk is hereby directed to mail a copy of this Resolution to the Bid Applicants as listed in Exhibit "A," and to return their respective bid bonds, should same have been received and remain on file with the Village.

SECTION FIVE: This Resolution shall be in full force and effect upon its passage and approval as required by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this ___ day of April, 2013.

APPROVED:

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

EXHIBIT A

COMPANY	BASE BID COST	CHASSIS COST**	TOTAL COST
Runnion Equipment Company (Lyons, IL)	\$ 41,823.00*	\$38,760.00	Incomplete
Power Equipment Leasing Company, Inc. (Romeoville, IL)	\$ 76,679.89	\$38,760.00	\$115,439.89
Sauber Manufacturing Company (Virgil, IL)	\$ 88,530.00	\$38,760.00	\$127,290.00

* Only provided a bid for the aerial lift component of the bid. Did not bid on the service body.

** Provided by Roesch Ford

Village of Bensenville



Contract Document Number
13.6.03

Aerial Bucket Truck

Conformed Agreement

Village Board Approval on

TABLE OF CONTENTS

TABLE OF CONTENTS	2
INVITATION TO BID.....	3
BID SPECIFICATIONS	4
BIDDER INFORMATION SHEET	11
BID SHEETS.....	12
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS.....	15

Initial: _____

INVITATION TO BID

Aerial Bucket Truck

The Village of Bensenville will accept bids for a “**Aerial Bucket Truck**” 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, March 8th, 2013** at Bensenville Village Hall 12 S. Center St. The Bid must be in a sealed opaque envelope plainly marked **Bucket Truck-BID**

Detailed specifications may be obtained by contacting Ken Rubach, Public Works Supervisor at 630-350-3435, or by visiting the bid postings page on the Village website at <http://www.bensenville.il.us/bids.aspx>

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

Susan Janowiak
Village Clerk

Initial: _____

BID SPECIFICATIONS

Village of Bensenville, Illinois

Aerial Bucket Truck

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. 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 accepted unit prices.

Initial: _____

PART II TECHNICAL SPECIFICATIONS

1. GENERAL

1.1 Bidding requirements, general and special conditions and other special requirements are hereby made part of the general specifications. Standard specifications of technical or professional societies and federal, state or local agencies referred to shall include all amendments as of the date of advertisement for bids.

BELOW ARE THE EQUIPMENT SPECIFICATIONS/FEATURES FOR THE AERIAL BUCKET TRUCK, APPROVED EQUALS ARE ALLOWED UNLESS OTHERWISE NOTED

2. EQUIPMENT SPECIFICATIONS

A) **STANDARD FEATURES**

CHASSIS: (TO BE PROVIDED BY ROESCH FORD)

1. 2013 Ford F550 Cab Chassis
2. XWD
3. Cab to Axle: 84”
4. G.V.W.R. of 18,500
5. Engine – 6.7L Power Stroke V8 Turbo Diesel
6. Automatic 6- Speed TorqShift
7. PTO option on transmission
8. Integrated Trailer Brake Controller
9. Air Conditioning and heavy duty heater.
10. Power steering.
11. (4) Up Fitter Switches
12. Heavy duty 4 wheel, anti lock, disc brakes
13. Tires (6) 19.5” Wheels w/ Radial Tires
14. Heavy duty springs to exceed G.V.W. of chassis.
15. Alternator 155 amps.
16. Battery 750 CCA, 78-AH
17. Mirrors to be Swing Away with Telescopic Adjustment and Built in Convex
18. Front tow hooks.
19. AM/FM stereo w/ clock.
20. Intermittent wipers, heavy duty vinyl seats, full factory gauges, two 12 volt accessory plugs, dome light, and sun visors.
21. Fuel Tank 40 gallon rear mounted
22. Exterior color to be _____ and interior color to be gray.
23. One complete set manual on CD.

Initial: _____

AERIAL LIFT: Altec AT40G Articulating Telescopic Aerial Device

1. Telescopic/Articulating Aerial Device
2. Compensated Articulating Arm
3. Hydraulic Boom Extension
4. Low Power Fiber Optic Control System
5. Altec ISO-Grip® System
6. Fully Metered 4-Function Single Handle Upper Control
7. Platform access from the ground
8. End-Mounted Platform 24 x 30 x 42 in (610 x 762 x 1067 mm)
9. Platform Capacity 400 lb (181.4 kg)
10. Composite Platform Mounting Bracket
11. 180 Degree Platform Rotator
12. Hydraulic Platform Leveling
13. Continuous Rotation
14. Emergency Lowering Valve at Platform
15. Platform Leveling at Upper/Lower Controls
16. Insulating, ANSI Category C, 46 KV and Below
17. Open Center Hydraulic System
18. Outrigger Boom Interlock System
19. Outrigger Motion Alarm
20. ISO-Boom offering Category C isolation with boom retracted
21. Secondary stowage system
22. Platform (Bucket) cover

Initial: _____

SERVICE BODY:

1. Fiberglass Service body for 84" C.A. Chassis. **No Exceptions**
2. Body to have a five year parts and labor warranty **No Exceptions**
3. 42" high Side packs w/ 20" deep compartments.
4. 1/4" Aluminum diamond plate floor w/ 4" structural channel substructure w/ flat strap reinforcement welded before galvanized. **No Exceptions**
5. Body to be constructed of fiberglass and resin, no spray in fillers or foam type laminates will be permitted.
6. Body face, back walls, and side walls to be a minimum of 1/4" thick pure glass and resin, with the corner areas being a minimum of 3/8" thick pure glass and resin.
7. Aluminum Tread-plate Full Load area liners.
8. All hinge, latch, and doors chain points shall have aluminum embedded in the glass for strength.
9. Stainless steel fasteners used exclusively including self-tapping screws. **No Exceptions**
10. Minimum bolt size 1/4" w/ Self-locking nuts used exclusively.
11. Chrome over Bronze Hinges **Guaranteed For Life**.
12. Stainless steel slam latches w/ rubber gasket latches Keyed alike w/ bronze striker
13. Sponge rubber sealing - automotive type seal and high capacity aluminum drip rail above compartments.
14. Body color gel coat to match chassis
15. "No-Sweat" Vent system installed & Rubber dock bumper installed on front stock bumper
16. Aluminum Transverse compartment open right side w/ heavy duty shelf on inside top of compartment.
17. Aluminum Sign Post Storage Mounted LS Cargo Area
18. Aluminum Guard package including gas fill and body front guards. Door chains on all doors except L2.
19. Install sealed Truck Lite LED lighting system with sealed s/o loom and plug in connection to chassis harness
20. 8.5" Galvanized recess bumper w/ Receiver; trailer socket; "D" Rings, and Break-A-Way loop **No Exceptions**
21. Galvanized Steel Total Cab Guard w/ H.D. Expanded Metal Surface; Rear Window & Access Stairs to Top
22. 24" Galvanized Tail Shelf w/Built In Stairway & Stainless Steel Hand Rail

Initial: _____

23. Recessed Plastic License Plate Box w/LED Light Installed In Aluminum Modesty Panel
24. Galvanized Dual Tank Rack Installed In Compartment
25. Aerial Stability Test
26. Aerial Die-Electric Test

LIGHTING:

1. Ecco 3410 LED Safety Director w/full Featured Controller Recessed In Tail Shelf
2. (5) Ecco 3811A LED lights installed: On right and left rear of service body back wall – Facing Rear Centered Under Tail shelf – Centered Each Side Of Cab Guard – Centered Front Of Cab Guard
3. (1) Ecco 9021AA Hide-A-LED System installed in front turn signals, all LED Strobes to be wired to Ecco Safety Director Controller Auxiliary Button
4. (2) Betts LED Flood Lamps Wired To One Up fitters Switch & Labeled “Scene”
5. (1) GoLight Stryker Spot Light With (2) Wireless Dash & Hand Remote Controls
6. (2) LED Full Length Drip Rail Lights Wired To One Up fitters Switch & Labeled “Rail”

COMPARTMENTATION:

1. **R1** (1) Adjustable Aluminum Shelf
2. **R2** (1) Adjustable Aluminum Shelf
3. **R3** (1) Adjustable Aluminum Divider Shelf
4. **R4** (1) Adjustable Aluminum Divider Shelf
5. **L1** (2) Adjustable Aluminum Divider Shelves
6. **L2** (2) Adjustable Aluminum Divider Shelves
7. **L3** (1) Adjustable Aluminum Divider Shelf
8. **L4** (2) Adjustable Aluminum Divider Shelves

Note: All Shelves .125"aluminum. All dividers and divider material will be aluminum.

Fiberglass or Mild Steel will not be accepted. All shelves and compartment bottoms rubber lined.

INVERTER:

1. Xantrex Inverter 5000 & Installation Wired To Up Fitter Switch
2. Remote On/Off Switch Recessed In Shelf Lip
3. 600 CCA Deep Cycle Batteries (2)
4. Poly Deep Cycle Battery Box w/ Lid & Tiedown Strap (2)
5. Duplex Outlet Installed

Initial: _____

B) OPTIONAL FEATURES (Prices shall include installation)

1. Heavy Duty Aluminum Tool/Parts Drawers
2. Gripstrut Galvanized Running Boards
3. ECCO K4204M Back Up Camera & Sensors
4. ECCO 500 Series Model 510 Back Up Alarm
5. Central Locking System- To allow for locking of all compartments
6. 45' Cord Reel- Electrical cord

Initial: _____

BIDDER INFORMATION SHEET

NAME: (PRINT) _____

SIGNATURE: _____

COMPANY NAME: (PRINT)

ADDRESS: _____

TELEPHONE: _____

FACSIMILE: _____

EMAIL: _____

Please Return to:

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

The bid must be in a **sealed opaque** envelope **plainly marked:**
Bucket Truck- Bid

The bids must be received by **10:00am on March 8th, 2013**. They will be publicly opened and read on **March 8th, 2013** 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: _____

BID SHEETS

The undersigned, having become familiar with the specifications and with local conditions affecting the cost of the work, hereby proposes and agrees, if this bid is accepted, to enter into an agreement with the Village in the form included in the contract documents for the contract sum and within the contract time indicated in this bid and in accordance with other terms and conditions of the contract documents, and in so doing, to provide and furnish all the labor, equipment, materials, supplies, hardware, necessary tools, expendable equipment and supplies, and all utility and transportation services necessary to perform and complete, in a first-class manner, the entire work in conjunction with the purchase of the Aerial Bucket Truck.

In accordance with the complete specifications, the following amount constitutes as a total sum of the bid:

ITEM	PRICE
1- Aerial Bucket Truck <i>(EXCLUDING CHASSIS COST)</i>	
Heavy Duty Aluminum Tool/Parts Drawers <i>(OPTIONAL EQUIPMENT)</i>	
Gripstrut Galvanized Running Boards <i>(OPTIONAL EQUIPMENT)</i>	
Back Up Camera & Sensors <i>(OPTIONAL EQUIPMENT)</i>	
Back Up Alarm <i>(OPTIONAL EQUIPMENT)</i>	
Central Locking System <i>(OPTIONAL EQUIPMENT)</i>	
45' Cord Reel <i>(OPTIONAL EQUIPMENT)</i>	
TOTAL PRICE WITH OPTIONS:	\$

Initial: _____

TOTAL COST CERTIFICATION

The undersigned hereby affirms and states that the prices stated herein constitute the total cost to the Village for all work involved in the respective items, and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expenses, all profits and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively.

TOTAL COST FOR AERIAL BUCKET TRUCK: \$ _____

Signed:

Authorized Signature

Where bidder is a corporation, add:

Attest: _____
(Secretary or other authorized officer)

Date: _____

(CORPORATE SEAL)

REFERENCE SUBMITTAL

All bidders are required to furnish **three (3)** references from previous clients whom they have performed similar work for. (Two of which must be municipalities.)

Municipality or Firm: _____

Name/Position of Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Email: _____

Municipality or Firm: _____

Name/Position of Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Email: _____

Municipality or Firm: _____

Name/Position of Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Email: _____

Initial: _____

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 #IL89-11, Rev.Stat.Section 39 S-2 (Modification #3).
- 2) Removal or Suspension of Bidders - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:
 - a) Services performed do not comply with specifications of contract with the vendor;
 - b) Work is not done within the contract's specified in the contract;
 - c) An offer is not kept firm for the length of time specified in the contract;
 - d) Contractor fails to provide performance bond when required by invitation to bid;
 - e) Contractor is found guilty of collusion;
 - f) Bankruptcy or other evidence of insolvency is found;
 - g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.
- 3) Compliance to Law -
 - a) The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or

Initial: _____

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

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

CONDITIONS FOR BIDDING

- 1) Bid Definitions -
 - a) Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work / specifications, the bid price form and the proposed contract documents including addenda issued prior to receipt of bids.
 - b) Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.
- 2) Bid Price Form - Shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked "Bucket Truck - 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 Deputy Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.
- 6) Mistake in Bid and Bid Changes - No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.

Initial: _____

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

AWARD OR REJECTION OF BIDS

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

bid which is low in point of price may be rejected if the material to be furnished is not the best;

f) Direct, indirect and incidental costs to the Village;

2) Notice of Award - A delivered executed contract shall be the binding contract.

CONTRACT PROVISION

- 1) Material, Equipment, and Workmanship: - Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. Contractor shall, if required to furnish satisfactory evidence as to the source, kind and quality of the materials and equipment incorporated in the GOODS.
- 2) Equipment and Shop Drawings - When the contract requires detailed shop drawings and layouts, bidder shall submit them to the Village Manager, or his/her designee, for his/her approval. Drawings shall show the characteristics of equipment and operation details.
- 3) Village Supervision - The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as "additions".
- 4) Village Insurance Requirement – Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

A) Minimum Scope of Insurance Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village of Bensenville named as additional insured; and
- (2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville as insured; and
- (3) Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90 or newer), Symbol 01 "Any Auto."
- (4) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

B) Minimum Limits of Insurance Contractor shall maintain limits no less than:

- (1) Commercial General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

Initial: _____

- (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

Initial: _____

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

Initial: _____

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:

Initial: _____

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

Title

Date

Village of Bensenville:

Signature

Title

Date

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 03/26/2013

DESCRIPTION: Resolution to reject bids for the purchase of a new double drum roller

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: Standing Committee – I&E

DATE: 4/02/2013

BACKGROUND: The proposed double drum roller would replace the roller which is from 1984 that has outlived its useful life and has required numerous repairs to keep it operational. In addition to this the roller is not equipped with modern safety features which make the roller hazardous and increase the chance of an accident occurring. The roller is used for general maintenance asphalt patches or roadway restorations after main breaks. It is crucial piece of equipment that is used almost daily during construction season. By replacing this roller it gives staff a reliable safe piece of equipment that will help increase productivity and provide an extra safeguard for our staff.

KEY ISSUES: Bids were requested for a double drum roller. Four bids were received on March 8, 2013. After careful evaluation of the bids, only one of the four bids satisfied the minimum requirements of the bid specifications.

Staff feels that having only one qualified bidder does not successfully meet the goals of a competitive bidding process and recommends rejecting all bids. Staff plans to revise the detailed specifications and rebid at a later date.

COMPANY	TOTAL COST
O'Leary's Equipment (Chicago, IL)	\$11,815.00*
McAllister Equipment Company (Alsip, IL)	\$13,035.00*
WHE, Ltd. (Roscoe, IL)	\$14,930.00*
Murphy's Contractor Equipment (River Grove, IL)	\$15,692.25

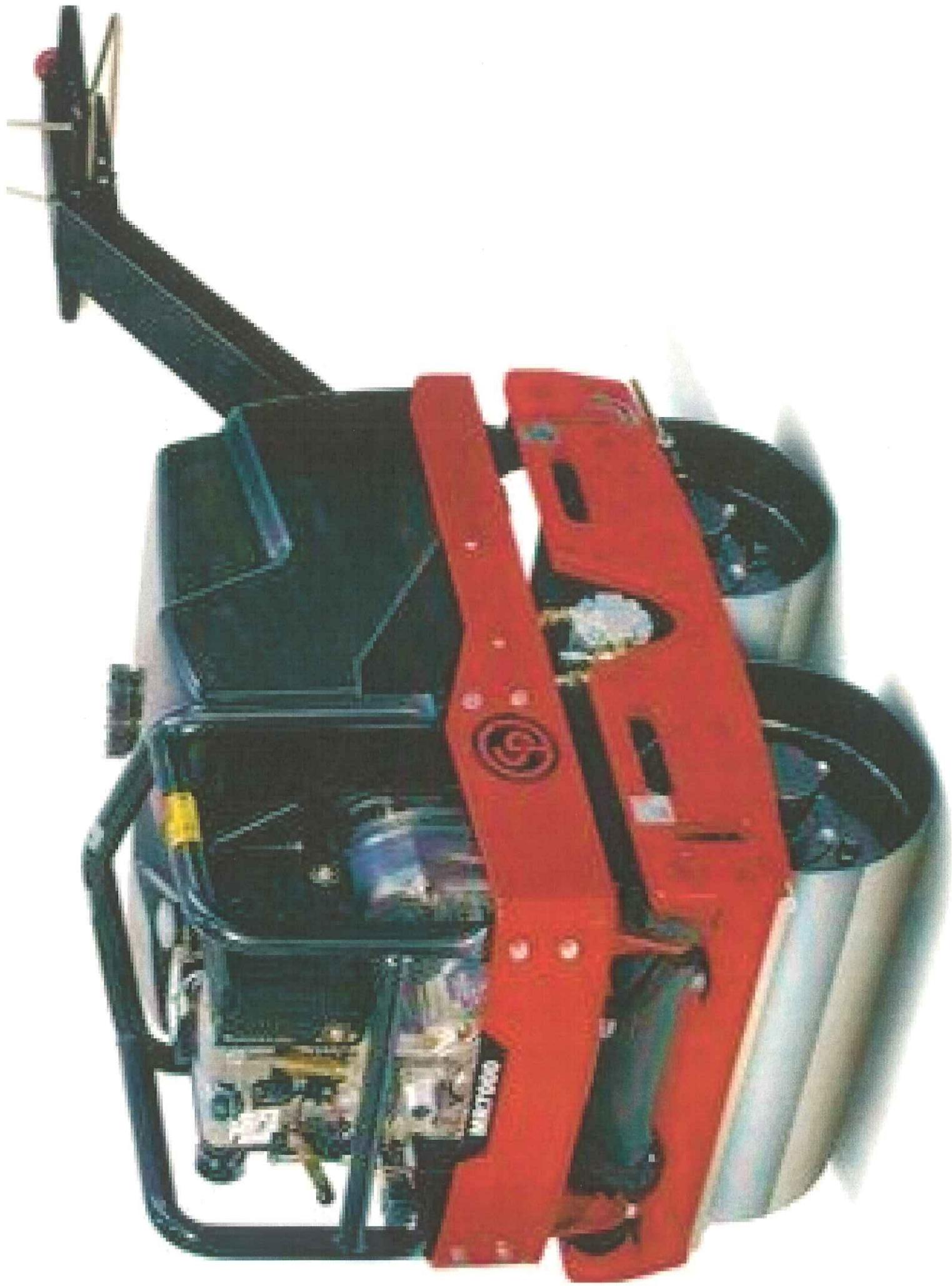
* Did not meet minimum bid specifications

ALTERNATIVES: Discretion of the Village Board

RECOMMENDATION: Staff recommends rejection of the bids.

BUDGET IMPACT: The CY2013 budget reserves \$20,000 for the roller.

ACTION REQUIRED: Approval of Resolution Rejecting Bids for the Purchase of a New Double Drum Roller



RESOLUTION NO.

**A RESOLUTION OF THE VILLAGE OF BENSENVILLE
REJECTING BIDS FOR THE PURCHASE OF A NEW DOUBLE DRUM ROLLER**

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 Clerk for the Village of Bensenville received bids for the Village of Bensenville for a Double Drum Roller on March 8, 2013; and

WHEREAS, the received four bids for the Double Drum Roller; and

WHEREAS, three of the bids did not meet the minimum specifications as identified in the bid documents; and

WHEREAS, only one bidder successfully met the minimum specifications as identified in the bid documents; and

WHEREAS, staff feels that having only one qualified bidder does not successfully meet the goals of a competitive bidding process; and

WHEREAS, it is the recommendation of the Village Staff that all bids received be rejected, the specifications be revised, and the double drum roller be rebid at a later date.

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

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

SECTION TWO: The bid tabulation attached hereto as Exhibit “A,” is hereby received and filed.

SECTION THREE: All bids for the Village of Bensenville Double Drum Roller received on March 8, 2013, as shown on the bid tabulation attached as Exhibit "A," are hereby rejected.

SECTION FOUR: The Village Clerk is hereby directed to mail a copy of this Resolution to the Bid Applicants as listed in Exhibit "A," and to return their respective bid bonds, should same have been received and remain on file with the Village.

SECTION FIVE: This Resolution shall be in full force and effect upon its passage and approval as required by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this ___ day of April, 2013.

APPROVED:

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

EXHIBIT A

COMPANY	TOTAL COST
O'Leary's Equipment (Chicago, IL)	\$11,815.00*
McAllister Equipment Company (Alsip, IL)	\$13,035.00*
WHE, Ltd. (Roscoe, IL)	\$14,930.00*
Murphy's Contractor Equipment (River Grove, IL)	\$15,692.25

* Did not meet minimum bid specifications

Village of Bensenville



Contract Document Number
13.6.02

Walk Behind Double Drum Roller

Conformed Agreement

Village Board Approval on

TABLE OF CONTENTS

TABLE OF CONTENTS	2
INVITATION TO BID.....	3
BID SPECIFICATIONS	4
BIDDER INFORMATION SHEET	11
BID SHEETS.....	12
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS.....	15

Initial: _____

INVITATION TO BID

WALK BEHIND DOUBLE DRUM ROLLER

The Village of Bensenville will accept bids for a **“Walk Behind Double Drum Roller”** 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, March 8th, 2013** at Bensenville Village Hall 12 S. Center St. The Bid must be in a sealed opaque envelope plainly marked **Roller-BID**

Detailed specifications may be obtained by contacting Ken Rubach, Public Works Supervisor at 630-350-3435, or by visiting the bid postings page on the Village website at <http://www.bensenville.il.us/bids.aspx>

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

Susan Janowiak
Village Clerk

Initial: _____

BID SPECIFICATIONS

Village of Bensenville, Illinois

Walk Behind Double Drum Roller

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. 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 accepted unit prices.

Initial: _____

PART II TECHNICAL SPECIFICATIONS

1. GENERAL

1.1 Bidding requirements, general and special conditions and other special requirements are hereby made part of the general specifications. Standard specifications of technical or professional societies and federal, state or local agencies referred to shall include all amendments as of the date of advertisement for bids.

2. EQUIPMENT SPECIFICATIONS

2.1 Roller shall be a walk behind double drum vibratory unit.

2.2 Roller shall consist of no less than a 9.0hp 1 cylinder 4 stroke diesel engine with electric start.

2.3 Roller shall have a maximum operating speed of no less than 2 mph.

2.4 Roller shall have a drum width of no less than 25 inches.

2.5 Roller shall have no less than a 30% maximum tilt or inclination respectively.

2.6 Roller shall have centrifugal force of no less than 4,250lbf.

2.7 Roller shall have a vibrations frequency of no less than 3,500vpm.

2.8 Fuel tank capacity shall be no less than 1.25 gallons.

2.9 Water tank capacity shall be no less than 18.0 gallons.

Initial: _____

BIDDER INFORMATION SHEET

NAME: (PRINT) _____

SIGNATURE: _____

COMPANY NAME: (PRINT)

ADDRESS: _____

TELEPHONE: _____

FACSIMILE: _____

EMAIL: _____

Please Return to:

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

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

The bids must be received by **10:00am on March 8th, 2013**. They will be publicly opened and read on **March 8th, 2013** 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: _____

BID SHEETS

The undersigned, having become familiar with the specifications and with local conditions affecting the cost of the work, hereby proposes and agrees, if this bid is accepted, to enter into an agreement with the Village in the form included in the contract documents for the contract sum and within the contract time indicated in this bid and in accordance with other terms and conditions of the contract documents, and in so doing, to provide and furnish all the labor, equipment, materials, supplies, hardware, necessary tools, expendable equipment and supplies, and all utility and transportation services necessary to perform and complete, in a first-class manner, the entire work in conjunction with the purchase of the double drum roller.

In accordance with the complete specifications, the following amount constitutes as a total sum of the bid:

ITEM	PRICE
1- WALK BEHIND DOUBLE DRUM ROLLER	
TOTAL PRICE:	\$

Initial: _____

TOTAL COST CERTIFICATION

The undersigned hereby affirms and states that the prices stated herein constitute the total cost to the Village for all work involved in the respective items, and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expenses, all profits and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively.

TOTAL COST FOR DOUBLE DRUM ROLLER: \$ _____

Signed:

Authorized Signature

Where bidder is a corporation, add:

Attest: _____
(Secretary or other authorized officer)

Date: _____

(CORPORATE SEAL)

REFERENCE SUBMITTAL

All bidders are required to furnish **three (3)** references from previous clients whom they have performed similar work for.

Municipality or Firm: _____

Name/Position of Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Email: _____

Municipality or Firm: _____

Name/Position of Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Email: _____

Municipality or Firm: _____

Name/Position of Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Email: _____

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 #IL89-11, Rev.Stat.Section 39 S-2 (Modification #3).
- 2) Removal or Suspension of Bidders - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:
 - a) Services performed do not comply with specifications of contract with the vendor;
 - b) Work is not done within the contract's specified in the contract;
 - c) An offer is not kept firm for the length of time specified in the contract;
 - d) Contractor fails to provide performance bond when required by invitation to bid;
 - e) Contractor is found guilty of collusion;
 - f) Bankruptcy or other evidence of insolvency is found;
 - g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.
- 3) Compliance to Law -
 - a) The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or

Initial: _____

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

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

CONDITIONS FOR BIDDING

- 1) Bid Definitions -
 - a) Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work / specifications, the bid price form and the proposed contract documents including addenda issued prior to receipt of bids.
 - b) Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.
- 2) Bid Price Form - Shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked "Roller - 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 Deputy 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: _____

Village of Bensenville Walk Behind Double Drum Roller - BID

- 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 Contractors'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.

Initial: _____

- (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

Initial: _____

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

Initial: _____

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:

Initial: _____

Village of Bensenville Walk Behind Double Drum Roller - BID

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

Title

Date

Village of Bensenville:

Signature

Title

Date

TYPE: Budget Amendment **SUBMITTED BY:** Chief Kosman **DATE:** 3-22-13

DESCRIPTION: Budget Amendment providing for the increase the number of sergeants from 6 to 7 while maintaining the number of police officers at 26.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Public Safety Committee Approved 4-2 **DATE:** 3-19-13

BACKGROUND:

The police department's has an authorized strength of 6 sergeants and 26 patrol officers. The police department has been researching and preparing for the accreditation process which though beneficial has been found to be labor intensive. As an example, Deputy Chief Lustro has been spending about 25% of his time learning the procedure and entering Department policies and procedures into PowerDMS, a software program designed to provide the accountability required for accreditation since the beginning of the year. Once they are all entered which is expected to be completed by May 1st, training lesson plans including tests will need to be developed and delivered to the officers. Accountability for the accreditation is also determined by obtaining and providing a record of "proofs" that the policies are being implemented consistently. Along with the actual submittal process, the time required to complete these functions is expected to increase.

KEY ISSUES:

The accreditation process is staff intensive and requires the authority of a supervisor to implement effectively and efficiently in a timely manner. In addition, the research related to seeking accreditation indicates that the department could be improved in having a more comprehensive department wide training program and providing more resources into applying for grants. The proposed budget amendment would establish a sergeant position responsible for the accreditation process, a department wide training program, and researching and applying for grants. See the attached job description and organizational chart for further information on the position.

ALTERNATIVES:

1. Discretion of the Village Board.
2. Approve ordinance amendment providing for the addition of one sergeant and one officer

RECOMMENDATION:

The staff recommendation is to approve the amendment.

BUDGET IMPACT:

As per contract, the position of a step 1 sergeant is \$82,282.99 and the position of a step 7 patrol officer is \$80,373. In addition, the amendment would approve the hiring of one more officer at \$59,077 annually. Currently, the department has two vacant officer positions. If the positions are not filled until the next academy class in July, the cost will be covered by the savings from not hiring two officers until that time, about \$60,000. The department would not fill the part-time civilian accreditation manager position at an annual savings of \$20,800. Therefore, the budget impact for this year would be a savings of about \$48,000. See attached memo for next year's budget impact.

ACTION REQUIRED: Approval of budget amendment.



Village of Bensenville Police Department

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

Memorandum 2013-06

Date: 3-22-13

To: All Police Personnel

From: Frank Kosman, Chief of Police

Subject: Projected FY2014 Effect of Increase of Sergeant and Patrol Officer

Below are two projected options for how the promoting of an officer to the position of Accreditation/Training/Grant Sergeant and the replacement of that police officer position with another officer could be accommodated in FY2014. The first option maintains the budgeted amount of full time sworn officers at 35. The second option would reduce the budgeted amount of full time sworn officers at 34 with the expected retirement of the truck enforcement officer in June of 2014. Preliminary discussions with indicate that he would be interested in becoming a part-time officer performing truck enforcement duties at that time.

Also, important to consider but difficult to quantify is that the accreditation and training programs that the new sergeant would administer would reduce the liability risks for the department. The new sergeant would also seek, apply for and administer grants such as IDOT's Local Alcohol Program, Sustained Traffic Enforcement Program, Child Passenger Safety Program, and Injury Prevention Program that pay for the overtime costs associated with hiring back officers for enforcement, education and prevention activities.

Option #1: Promote and Hire One New Officer

Promote officer from top pay officer to second tier sergeant
PO Step 7 \$85,268
SGT Step 2 \$88,661

Difference +\$3,393

Hire New Patrol in 2014

PO Step 1 \$60,849
25% Benefits \$15,213

Subtotal +\$76,062

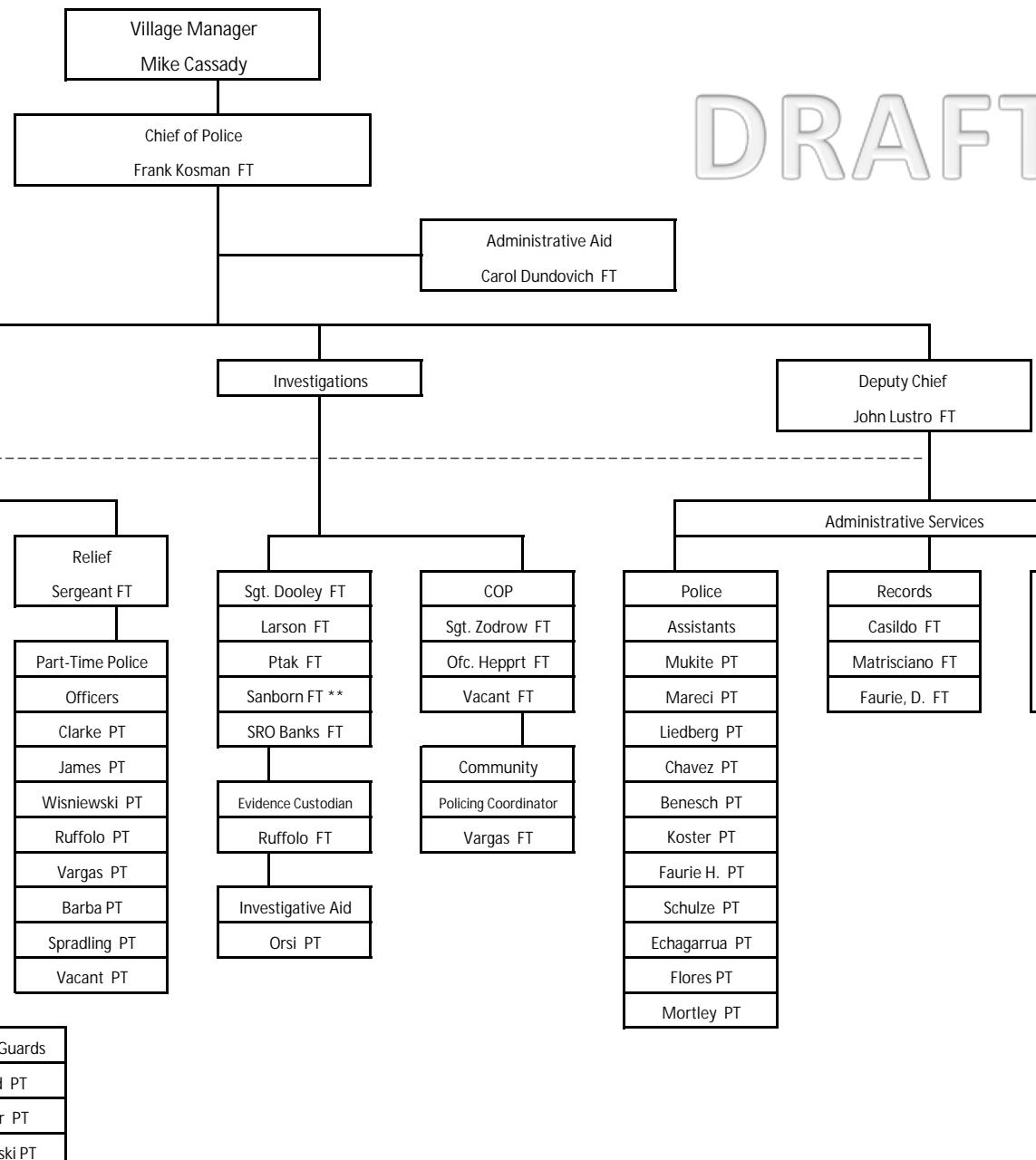
Not Hire Accreditation Manager

- \$20, 800

Total +\$58,655

Option #2: Not Replace Full-time Officer Expected to Retire in June 2014

PO Step 7 ½ Year	\$42,634
25% Benefits	\$10,659
	Subtotal +\$53,293
	Total +\$5,362



** Sanborn Assigned to DUMEG

ORDINANCE NO. _____

SECOND AMENDMENT TO THE VILLAGE OF BENSENVILLE

FISCAL YEAR 2013 BUDGET

WHEREAS, the Annual Budget of the Village of Bensenville for the Fiscal Year 2013 was approved on November 13, 2012 in accordance with the Illinois Municipal Code; and

WHEREAS, 65 ILCS 5/8-2-9.6 provides for the amendment of the Annual Budget.

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

SECTION 1: The Budget for the Village of Bensenville for the Fiscal Year 2013 adopted by the Board of Trustees on November 13, 2012 by Ordinance No. 76-2012 is hereby amended to modify the Official Compensation Plan for the Village of Bensenville for Fiscal Year 2013 adopted by the Board of Trustees as part of the 2013 Budget pursuant to the provisions of Exhibit A containing Schedule I and II of the Official Compensation Plan. The modification adds one authorized position by increasing the number of police sergeants from 6 to 7.

SECTION 2: This Ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED THIS 2nd DAY OF APRIL 2013, BY ROLL CALL VOTE AS FOLLOWS:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED THIS 2nd DAY OF APRIL 2013.

Frank Soto, Village President

ATTESTED AND FILED THIS 2nd DAY OF APRIL 2013.

Susan Janowiak, Village Clerk

Published in Pamphlet form this 2nd Day of April 2013.

VILLAGE OF BENSENVILLE
OFFICIAL COMPENSATION PLAN
AUTHORIZED POSITIONS EFFECTIVE 4/02/2013
AFSCME STEP ADJUSTMENTS EFFECTIVE 5/1/2013
SCHEDULE I: MERIT-STEP POSITIONS

<u>Merit Step Positions⁽¹⁾⁽⁵⁾</u>		<u>Authorized Positions</u>												
		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>F/T⁽²⁾</u>	<u>P/T</u>
AFSCME Pay Grade 1 (Includes the following positions: Switchboard Operator/ Receptionist/ Account Clerk I)	Annual	30,697	31,689	32,680	33,669	34,659	35,650	36,637	37,627	38,621	39,779	40,973	2	0
	Bi-Weekly	1,181	1,219	1,257	1,295	1,333	1,371	1,409	1,447	1,485	1,530	1,576		
	Hourly	14.76	15.24	15.71	16.19	16.66	17.14	17.61	18.09	18.57	19.12	19.70		
AFSCME Pay Grade 2 (Includes the following positions: Custodian)	Annual	33,218	34,290	35,360	36,434	37,503	38,577	39,648	40,721	41,792	43,045	44,337	0	1
	Bi-Weekly	1,278	1,319	1,360	1,401	1,442	1,484	1,525	1,566	1,607	1,656	1,705		
	Hourly	15.97	16.49	17.00	17.52	18.03	18.55	19.06	19.58	20.09	20.69	21.32		
AFSCME Pay Grade 3 (Includes the following positions: Billing Clerk III, Secretary III)	Annual	35,888	37,046	38,202	39,363	40,522	41,680	42,938	43,998	45,154	46,509	47,904	0	1
	Bi-Weekly	1,380	1,425	1,469	1,514	1,559	1,603	1,651	1,692	1,737	1,789	1,842		
	Hourly	17.25	17.81	18.37	18.92	19.48	20.04	20.64	21.15	21.71	22.36	23.03		
AFSCME Pay Grade 4 (Includes the following positions: Billing Clerk IV; Account Clerk IV, Secretary IV)	Annual	38,154	39,384	40,613	41,843	43,074	44,306	45,537	46,764	47,998	49,438	50,921	6	0
	Bi-Weekly	1,467	1,515	1,562	1,609	1,657	1,704	1,751	1,799	1,846	1,901	1,958		
	Hourly	18.34	18.93	19.53	20.12	20.71	21.30	21.89	22.48	23.08	23.77	24.48		
AFSCME Pay Grade 5 (Includes the following positions: Technician I, Mechanic I)	Annual	42,128	43,630	45,129	46,631	48,134	49,634	51,134	52,637	54,138	55,762	57,435	6	0
	Bi-Weekly	1,620	1,678	1,736	1,794	1,851	1,909	1,967	2,025	2,082	2,145	2,209		
	Hourly	20.25	20.98	21.70	22.42	23.14	23.86	24.58	25.31	26.03	26.81	27.61		
AFSCME Pay Grade 5 W (Includes the following positions: Technician I assigned to Utility)	Annual	44,157	45,659	47,158	48,660	50,163	51,663	53,163	54,666	56,167	57,852	59,588	0	0
	Bi-Weekly	1,698	1,756	1,814	1,872	1,929	1,987	2,045	2,103	2,160	2,225	2,292		
	Hourly	21.23	21.95	22.67	23.39	24.12	24.84	25.56	26.28	27.00	27.81	28.65		
AFSCME Pay Grade 6 (Includes the following positions: Special Clerical Assistant)	Annual	44,991	46,602	48,213	49,822	51,431	53,043	54,652	56,261	57,869	59,605	61,394	1	0
	Bi-Weekly	1,730	1,792	1,854	1,916	1,978	2,040	2,102	2,164	2,226	2,293	2,361		
	Hourly	21.63	22.40	23.18	23.95	24.73	25.50	26.28	27.05	27.82	28.66	29.52		
AFSCME Pay Grade 7 ⁽³⁾ (Includes the following positions: Technician II, Mechanic II)	Annual	47,494	49,198	49,906	52,608	54,315	56,017	57,724	59,430	61,137	62,971	64,860	9	0
	Bi-Weekly	1,827	1,892	1,919	2,023	2,089	2,155	2,220	2,286	2,351	2,422	2,495		
	Hourly	22.83	23.65	23.99	25.29	26.11	26.93	27.75	28.57	29.39	30.27	31.18		
AFSCME Pay Grade 7 W ⁽³⁾ (Includes the following positions: Technician II assigned to Utility)	Annual	49,523	51,227	52,933	54,637	56,344	58,046	59,753	61,459	63,166	65,061	67,013	6	0
	Bi-Weekly	1,905	1,970	2,036	2,101	2,167	2,233	2,298	2,364	2,429	2,502	2,577		
	Hourly	23.81	24.63	25.45	26.27	27.09	27.91	28.73	29.55	30.37	31.28	32.22		
Police Officer ⁽⁴⁾	Annual	59,077	61,316	64,660	67,206	70,618	76,219	82,785					25	0
	Bi-Weekly	2,272	2,358	2,487	2,585	2,716	2,932	3,184						
	Hourly	28.40	29.48	31.09	32.31	33.95	36.64	39.80						
Sergeants	Annual	83,929	86,923	90,370	93,823	96,638	--	--					7	0
	Bi-Weekly	3,228	3,343	3,476	3,609	3,717	--	--						
	Hourly	30.45	31.54	32.79	34.04	35.06	--	--						

SUB-TOTAL MERIT-STEP POSITIONS:

62 2

NOTES

- (1) Movement through merit-steps occur at 1 year intervals with satisfactory job performance evaluation.
- (2) Each position represents full-time equivalent hours of 2080, unless otherwise noted. "Job sharing" is permitted as long as total hours paid do not exceed the amount budgeted for the positions. The number of full-time equivalent positions shall not be increased. Additionally, the allocation of positions between Technician I & II may vary as long as total number of Technician positions is not increased.
- (3) Crew Leaders compensation is equal to a 5% increase above Step 10 (k)
- (4) Specialty Compensation for Detective equals \$300 per year
- (5) AFSCME Contract expires April 30, 2015. Police Officer contract expires April 30, 2015. Sergeant contract expires April 30, 2015.

**VILLAGE OF BENSENVILLE
OFFICIAL COMPENSATION PLAN**

**AUTHORIZED POSITIONS EFFECTIVE 04/02/13
RANGE ADJUSTMENTS EFFECTIVE 01/01/2013
SCHEDULE II: MERIT PERFORMANCE POSITIONS**

GRAND TOTAL ALL POSITIONS.

number of full-time equivalent positions shall not be increased.

(2) Part-Time non-exempt positions will be compensated at the hourly equivalent within their range.

(2) Authorized Positions: Colored boxes indicate the position for which the applicable compensation table is located.

(3) Authorized Positions Column does not include those positions for which total authorized hours are established.



JOB TITLE:

Accreditation/Training/Grant Sergeant

SALARY RANGE

Sergeant Salary as per contract.

JOB SUMMARY:

Along with other law enforcement functions, position performs duties necessary for the daily operations and administration of the Department's accreditation program, training program, and seeking, applying for, tracking, and reporting progress of law enforcement grants as well as other duties as assigned. Under general supervision of the Deputy Chief of Police, plans and carries out regular work in accordance with standard practices and previous training, with substantial responsibility for determining the sequence and timing of action and substantial independence in planning and organizing work activities, including determining the work methods. Through experienced judgment, solves most complex problems or unusual situations by adapting existing methods or interpreting instructions to resolve the particular problem or issue. Policy problems or changes in procedures are discussed with the supervisor, but ordinarily the employee plans the work, lays it out and carries it through to completion independently. Work is generally reviewed for technical adequacy, appropriateness of actions or decisions, and conformance with policy or other requirements; the methods used in arriving at the end result are not usually reviewed in detail.

This position has regular access, at the departmental level, to a wide variety of confidential information, including police reports of a sensitive nature, criminal and internal investigations, property and/or evidence records and court records

ESSENTIAL DUTIES & RESPONSIBILITIES:

The primary responsibilities will be to coordinate the Police Department accreditation process as the Accreditation Manager for the department, develop and coordinate the department's training program, and seek, apply and administer grants.

Ensure the Police Department meets and maintains those standards required by the Illinois Law Enforcement Accreditation Program (ILEAP) and the Commission on Accreditation for Law Enforcement Agencies (CALEA) and ensure the administrative staff is kept abreast of changes in Accreditation standards and the status of the department in meeting those standards.

Identify trends in standard development and alert police management to anticipated or forthcoming changes in those standards. Document changes in standards and update directives.

Write and assist in the revision of departmental policies and directives. Review and compare directives to accreditation standards and guidelines, noting any deficiencies, as well as methods of correcting those deficiencies. Assure that policies and procedures do not conflict with accreditation standards.

Educate department personnel on the accreditation process via written and/or verbal means. Identify and institute methods of informing Village administration and the public about the accreditation process.

Keep accreditation folders updated, manage the process, write reports and develop manuals as necessary. Collect the appropriate reports and proofs to satisfy accreditation standards and place them on file in the proper folders.

Ensure that staff review is conducted on all newly proposed directives and any proposed changes to existing directives. Keep a detailed file documenting staff review and comments/changes to any proposed directive along with the final draft.

Maintain a file that details the receipt of directives by members of the Department. Contained in this file will be the directive receipt forms, which will contain the numbers of the directives.

Prepare, document, and organize time sensitive documents utilized in the accreditation process. Prepare appropriate accreditation reports as required.

Attend meetings, seminars and conferences of professional associations such as CALEA and I-PAC in order to keep abreast of trends and developments in the field, and to represent the Police Department's interest before these groups. Communicate with other police agencies on accreditation issues.

Perform mock on-site assessments for Illinois police departments seeking accreditation or reaccreditation.

Update accreditation plan as necessary, prepare for re-accreditation assessments, plan preliminary and on-site assessments, and coordinate on-site assessment.

Identify training needs and develop, organize, coordinate, implement and arrange both in-house and other training for all department personnel to meet the needs within budget.

Search for law enforcement related grants via the internet, offices of state and federal elected officials, and other governmental agencies. Determine whether the department conducts or could reasonably conduct programs or activities that would be covered by a particular grant. Apply for appropriate grants. Track progress of grants, including status of application and program progress for active grants. Prepare and submit reports to the grant administrator as required to maintain eligibility and funding.

Performs other duties as requested or assigned which are reasonably within the scope of the duties enumerated above.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION &/OR EXPERIENCE:

Associate's degree (A. A.) from a two-year college or equivalent combination of formal education and police training, plus a minimum of 3 years of police or municipal experience; or an equivalent combination of education and experience.

Requires considerable experience in the accreditation process through ILEAP and CALEA; extensive knowledge of all applicable Federal, State and local criminal statutes; considerable knowledge of law enforcement to include the applicable rules, regulations and case law; considerable knowledge of police department operations.

LANGUAGE & MATHEMATICAL SKILLS:

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write clear and concise reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from Village officials and management, other government agencies, vendors, contractors, and the general public.

MATHEMATICAL SKILLS

Ability to perform addition, subtraction, multiplication and division; and to calculate percentages and decimals.

REASONING ABILITY

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to utilize a variety of reference, descriptive and/or advisory data and information such as financial statements, technical operating manuals, statutes, procedures, guidelines and non-routine correspondence.

Ability to apply principles of influence systems such as supervision, managing, leading, teaching, directing, planning, coordinating and controlling. Ability to exercise independent judgment to apply facts and principles for developing approaches and techniques to problem resolution.

Ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory, judgmental and/or subjective criteria, as opposed to criteria that are clearly measurable or verifiable.

OTHER SKILLS & ABILITIES:

Must possess the following skills and abilities in:

Skill in computer knowledge.

Ability to maintain accurate, detailed records and information.

Ability to prioritize work and perform multiple tasks simultaneously.

Ability to work independently and as a team member.

Ability to learn, utilize and train others in the use of accreditation software that is currently PowerDMS.

Ability to establish and maintain satisfactory working relationships with Village personnel, other law enforcement officials, and the general public.

CERTIFICATES, LICENSES, REGISTRATIONS

Must possess the following certifications and/or licenses: Valid Illinois driver's license.

PHYSICAL DEMANDS & WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit, talk, listen/hear, use hands to operate, maneuver and/or provide simple but continuous adjustment on equipment, machinery and tools such as a computer and other office machines, and/or materials used in performing essential functions. The employee is frequently required to walk, stand, stoop, kneel, crouch, crawl, and reach while performing duties. Employee occasionally lifts up to 25 lbs. and seldom lifts up to 30 lbs. Equipment operated includes office machines, and computers. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

The employee must be available and present for work as scheduled. The employee must perform all functions of the job safely and efficiently at all times in compliance with all safety regulations and policies for the safety and welfare of the employee, co-workers, and the public. Must be able to attend and participate in job-related meetings, seminars, and continuous education courses.

However, as a sworn police sergeant, the employee must be able to fulfill all the additional physical demands of a police sergeant as assigned.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee works in an office environment where the noise level is usually moderate. However, the employee must be able to work in the environment of a sworn police sergeant when assigned.

DRAFT

PROCLAMATION

Recognizing the Longtime Resident Gladys Veldhuizen on Her 95th Birthday

WHEREAS, on February 24, 1918 in Topeka, Kansas Gladys was born; and,

WHEREAS, on August 14, 1943 in Topeka, Kansas Gladys married Harley Veldhuizen; and,

WHEREAS, in 1949 Gladys and Harley moved to Bensenville; and,

WHEREAS, Gladys has three children, four grandchildren, 3 great-grandchildren; and,

WHEREAS, she has lived in Bensenville for sixty three years, attends Peace Church and has lived at Castle Towers in Bensenville since 1990;

NOW, Therefore, be it declared that the Village Board of Trustees, on behalf of the citizens of Bensenville, officially recognize and wish longtime resident, Gladys Veldhuizen who turned ninety five years old this year, congratulations.

Presented this day, April 2, 2013.

Susan Janowiak
Village Clerk

Frank Soto
Village President

PROCLAMATION

HONORING FORMER BENSENVILLE RESIDENT TODD RADEK AS THE VILLAGE OF ARLINGTON HEIGHTS 2012 POLICE OFFICER OF THE YEAR

Whereas, Officer Todd Radek grew up in Bensenville and attended Fenton High School; and

Whereas, Officer Todd Radek enlisted into the U.S. Army at the age of 17 and served meritoriously as a Military Police Officer; and

Whereas, Officer Todd Radek began his law enforcement career with the Village of Arlington Heights Police Department in 1993 after returning home from active duty; and

Whereas, Officer Todd Radek has been recognized for significant contributions toward the overall betterment of his community through outstanding service as a patrol officer, Crisis Intervention Team member, criminal investigator and instructor for the Citizens Police Academy; and

Whereas, Officer Todd Radek has provided strong leadership in the Criminal Investigations Unit, protecting the elderly and disabled who are often the victims of financial exploitation; and

Whereas, Officer Todd Radek is the son of Sharon and Fred Radek of the Village of Bensenville, Stepmom, Linn Radek and wife Jennifer, are all very proud of this achievement; and

Whereas, the Rotary Club of Arlington Heights sponsors the L.W. Calderwood Officer of the Year Award to recognize those officers who have demonstrated the highest character and exceptional performance, nominated by fellow officers; and

Whereas, the Arlington Heights L.W. Calderwood Officer of the Year 2012 has been awarded to Arlington Heights Police Officer Todd Radek

NOW, THEREFORE, BE IT PROCLAIMED, that the Village of Bensenville congratulates Arlington Heights Police Officer Todd Radek for receiving the L.W. Calderwood Officer of the Year Award. You have made your former home town very proud.

Dated this 2nd Day of April, 2013

Susan V. Janowiak
Village Clerk

Frank Soto
Village President

PROCLAMATION

Recognizing the Heroic Act to Marty Hernandez

WHEREAS, thirty year resident of Bensenville, Marty Hernandez lives with his mother, Petra in a house on Center Street; and,

WHEREAS, the weekend of the 4th of July 2012, Marty and Bonnie Klein were walking Marty's Dog, Diamond; and,

WHEREAS, Marty and Bonnie smelled gas and noticed that children were playing with fire a couple of houses down; and,

WHEREAS, Marty took it upon himself to call 911 to alert the Fire District of a possible gas leak; and,

WHEREAS, his actions potentially saved the lives of children and prevented a neighborhood disaster;

NOW, Therefore, be it declared that the Village Board of Trustees, on behalf of the citizens of Bensenville, officially thank and honor Marty Hernandez for his act of heroism.

Presented this day, April 2, 2013.

Susan Janowiak
Village Clerk

Frank Soto
Village President

TYPE: Award Presentation **SUBMITTED BY:** Mary Rivera **DATE:** April 2, 2013

DESCRIPTION: Award Presentation to the ORD Airport Watch Program 2013.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE:

DATE:

BACKGROUND: In April 2010 the ORD Airport Watch Program was created. Today the program has 152 members from over fifty jurisdictions who come to O'Hare Airport to "Observe, Record and Report."

In October 2012, the Village of Bensenville was given a commendation by the InterPort Police for public safety for the continued efforts of the Airport Watch Program.

In recognition of the third anniversary of the ORD Airport Watch Program, the Village of Bensenville would like to acknowledge and recognize your dedication of logging over 5000 hours of time by volunteering to the ORD Airport Watch Program.

Ian S. Hardie, President

Richard A. Carlson, Vice President

Peter JC. McQuirk, Secretary

John Richard Wells, Treasurer

Lora E. Yowell, Membership

Greg Karris, Board Member

Vincent R. King, Board Member

William S. Sperling, Board Member

Michael M. Jakubczak, Technology

Jonathan M. Blackwell, Technology

Steven Bailey, Technology

ACTION REQUIRED: Award Presentation to the ORD Airport Watch Program.

The Village of Bensenville's Police Department with its Crime Prevention Unit developed the first Airport Watch Program in Illinois and second in the United States. The program was introduced to Deputy Chief John Lustro during a visit to pilot store in Bensenville. Deputy Chief Lustro then asked Crime Prevention Officer Joel Vargas to learn about the program and the program was launched on April 2010. This crime prevention initiative is composed of people who have an interest in various aspects of aviation and who spend time in the vicinity of the O'Hare Airport to observe the various airport operations.

Some members also combine their aviation "spotting" activities with their photography hobby to produce very interesting photos, some of which are found on various internet sites dedicated to aviation topics. The Bensenville's Airport Watch Program members also assist on occasion at various area events related to aviation in surrounding airports. From time to time, the Watch enjoys familiarization tours of aviation facilities primarily at the O'Hare Airport.

At the same time, Airport Watch volunteers provide the same sort of security as the Neighborhood Watch Program. ***Members monitor aviation procedures, the condition of the fencing, wildlife activity, parking lots, suspicious behaviors and flying debris (FOD) while they enjoy their favorite pastime.***

Today, the program has 152 members from over 50 different jurisdictions who come to the O'Hare Airport to see airplanes or photograph them.

They are simply an extra pair of eyes and ears outside the perimeter fence. Their task is to "Observe, Record and Report". In 2012, the International Airport Watch Association (IAWA), reported that the ORD Airport Watch Program was logging 5000 hours.

In Bensenville these members have ample opportunity to park on the streets of the industrial parks and at the same time spot suspicious activity in these areas. By reporting suspicious activity, the Village of Bensenville is able to take a proactive approach against crime and criminal's opportunity to commit crime in Bensenville is reduced.

The Bensenville Police Department's Community Oriented Police Division manages the membership along with a board of directors and committee members. Some of the members are law enforcement, military people (active and retired), major airline employees, Fortune 500 employees and managers, and residents of different parts of the state of Illinois. Members get crime alerts and are able to activate as volunteers in case of a major aviation disaster.

The ORD Airport Watch welcomes likeminded aviation enthusiasts to its membership. This member's only club requires among other things a criminal background check, so it is not open just for anyone. The information is shared with other surrounding municipalities and airport security corporations including Federal interests.



Members wear special vests that make them stand out. They come out to see airplanes in all kinds of weather, which makes the program even better for law enforcement.

The first International Airport Watch Summit Held in 2010

The 2010 International Airport Watch Summit took place in the boardroom of the Village Hall on July 29th. Chief Frank Kosman and Deputy Chief John Lustro, Commander Thomas Argenbright with the Chicago PD were there along with a good number of attendees from FBI, TSA, DHS, Chicago PD, Des Plaines PD, State Police, Metra Police.

The summit opened up other opportunities to work with the Chicago Police and the Chicago Department of Aviation to be part of the ORD Airport Watch Program as a model for the United States to follow.

The following leaders in the crime prevention programs field for airports presented: Sgt. Jacques Brunelle founder and best practice of the Airport Watch Programs in Canada with the Royal Canadian Mounted Police (RCMP) and the Criminal Intelligence Canada division; Sgt. Al Cooper with the St. Paul Minneapolis International Airport, and Commander Tom Christenson from St. Paul. Chief Frank Kosman and Deputy Chief John Lustro also shared in the packed room of law enforcement agencies from the region.

The launch had 51 members in the program.



Outreach program with ORD Airport Watch to meet new members. Ofc. Vargas on the left and Chief Kosman on the right.



Aviation Universe grand opening of new location at 13 W Main St Bensenville, IL

Activities with the Airport

Aviation Universe, Inc. participates in many different activities inside the community in Bensenville and outside as well. When they have an event related to aviation anywhere, a section is always set up so people can learn about the ORD Airport Watch Program.

In addition to that, during the year certain crime prevention educational programs are hosted by Aviation Universe, Inc. so members and the general public can become aware of potential suspicious activity in and around O'Hare Airport.

Other activities include coordinating practice drills inside O'Hare Airport, which include a simulated airplane crash and an active shooter activity.



Simulated Airplane Crash in September 2011.



Active Shooter Drill in April 2012 at Terminal 5.

The National and International Impact of the Program

In 2012, the Airport Watch Program as developed in Bensenville with the help of St. Paul Minneapolis International Airport and the RCMP was made best practice by the InterPort Police, a global association of Airports, Seaports and Transportation law enforcement agencies.

Australia implemented the program in all 11 airports thanks to being able to duplicate the programs already implemented in the US and Canada.

Programs all over the United States have been launched which include Dallas, Houston, Phoenix, and Canada has now extended similar programs into their seaports as well. The model currently in Bensenville has been serving the community well, the region, and has been recognized as a great National Security Program to deter terrorism around airports.



During an advanced training session in partnership with Federal Agencies at O'Hare Airport.

Closing

The Bensenville Police Department is happy to work with a business in town that not only serves the community but has the ability to serve the region and make a contribution against terrorism.

Their service to the community and the ORD Airport Watch Program has been tremendous and the Village of Bensenville as well as the thousands of residents we serve value and appreciate what Aviation Universe, Inc. has been doing in town.