



VILLAGE OF BENSENVILLE

Village Board

President

Frank Soto

Trustees

Morris Bartlett

Robert "Bob" Jarecki

Martin O'Connell

Oronzo Peconio

JoEllen Ridder

Henry Wesseler

Village Manager

Michael Cassidy

Village of Bensenville, Illinois BOARD OF TRUSTEES MEETING AGENDA

6:30 P.M. Tuesday, August 23, 2011

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

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

August 9, 2011 – Village Board of Trustees
- VI. WARRANT – August 23, 2011 #11/16 - \$1,107,450.03
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
- 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 Purchase Order and Contract to Precision Painting and Decorating for Street Light Pole Painting*
 - C. Administration, Finance and Legislation Committee
 1. *Ordinance Amending Ordinance No. 96-2010, Adopted December 14, 2010 in Regard to the Establishment of Village of Bensenville Special Service Area Number 6, to Correct a Scrivener’s Error*
 - D. Public Safety Committee – No Report
 - E. Recreation and Community Building Committee – No Report
 - F. Technology Committee – No Report

IX. INFORMATION ITEMS

A. PRESIDENT'S REMARKS

1. Village President Appointments to Boards and Commissions

2. Elected Official Travel Policy

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

August 9, 2011

CALL TO ORDER: 1. President Soto called the meeting to order at 7:08 p.m.

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

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

Absent: None

A quorum was present.

**PUBLIC
COMMENT:**

Michael Kelly – 277 E. Red Oak Avenue

Mr. Kelly addressed the Village Board with an update on the pending litigation at 261 E. Red Oak. Village Attorney, Pat Bond, also gave an update.

Refugio Perez – 502 E. Memorial Street

Mr. Perez addressed the Village Board regarding flooding to his home. Village Staff was directed to meet with Mr. Perez regarding the issue.

Pelagio Perez – 401 S. Park Street

Mr. Perez addressed the Village Board regarding flooding to his home. Village Staff was directed to meet with Mr. Perez regarding the issue.

Jerry Budnik – 1031 Twin Oaks

Mr. Budnik addressed the Village Board with his concerns of the storm water discharge from his neighbor's property at 323 Marshall Street. Village Staff was directed to meet with Mr. Budnik in regards to the issue.

Lenore Scrivens – 422 E. Memorial Street

Mrs. Scrivens addressed the Village Board regarding flooding to her home. Village Staff was directed to meet with Mrs. Scrivens regarding the issue.

Janet Luby – 284 E. Jefferson Street

Mrs. Luby addressed the Village Board with her concerns in regards to speeders down Jefferson Street. The Police Department was directed meet with Mrs. Luby regarding her concerns.

Arnold Sandoval – 1006 Argyle

Mr. Sandoval addressed the Village Board regarding flooding at the Argyle Apartments and the damage it caused. Village Staff was directed to meet with Mr. Sandoval regarding the issue.

**APPROVAL OF
MINUTES:**

3. The July 19, 2011 Village Board Meeting Minutes were presented.

Motion:

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

All were in favor. Motion carried.

**WARRANT NO.
11/15:**

4. President Soto presented **Warrant No. 11/15** in the amount of \$2,660,203.02.

Motion:

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

ROLL CALL:

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

NAYS: None

All were in favor. Motion carried.

**Resolution No
R-82-2011:**

5. President Soto gave the summarization of the action contemplated in **Resolution No. R-82-2011** entitled **A Resolution Authorizing the Execution of a Purchase Order and Contract to Siemens Industry, Inc. for the Purchase of parts Necessary to Repair a Screw Pump at the Wastewater Treatment Facility.**

Motion:

Trustee Wessler made a motion to approve the resolution as presented. Trustee Peconio seconded the motion.

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

**Ordinance No.
46-2011:**

6. President Soto gave the summarization of the action contemplated in **Ordinance No. 46-2011** entitled **An Ordinance Authorizing the Sale of Real Property Owned by the Village of Bensenville to the Illinois Department of Transportation for the Purpose of Facilitating the Infrastructure Improvements and Grade Separation Project at York Road and Irving park Road.**

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

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

Motion: 7. Trustee Bartlett made a motion to accept the Second Quarter Budget and Final Review Report. Trustee O'Connell seconded the motion.

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

**Ordinance No.
47-2011:**

8. President Soto gave the summarization of the action contemplated in **Ordinance No. 47-2011** entitled **An Ordinance Approving the First Amendment to the Village of Bensenville, Illinois Fiscal Year 2011 Budget.**

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

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

**Ordinance No.
48-2011:**

9. President Soto gave the summarization of the action contemplated in **Ordinance No. 49-2011** entitled **An Ordinance Authorizing the Sale or Disposal of Personal Property Deemed No Longer Necessary or Useful to the Village of Bensenville.**

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

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

**Resolution No.
R-83-2011:**

10. President Soto gave the summarization of the action contemplated in **Resolution No. R-83-2011** entitled **A Resolution Approving the Execution of a Contract for Services and Scope of Work with ETC Institute for a Community Survey.**

Motion: Trustee Wesseler made a motion to approve the resolution as presented. Trustee Jarecki seconded the motion.

ROLL CALL: AYES: Jarecki, O'Connell, Ridder, Wesseler
NAYS: Bartlett, Peconio
Motion carried.

**Resolution No
R-84-2011:**

11. President Soto gave the summarization of the action contemplated in **Resolution No. R-84-2011** entitled **A Resolution Authorizing the Purchase of an IP Surveillance Camera System from Critical Technology Solutions, Inc.**

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

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

NAYS: None

All were in favor. Motion carried.

**PRESIDENT'S
REMARKS:**

President Soto announce on September 9, 2011 the Bensenville Fire Department will be hosting a memorial event in recognition to the 10th anniversary of September 11, 2001.

President Soto announced the new E-News available through the Village of Bensenville. This will allow the Village to notify residents of current issues taking place in town. Residents can sign up at Village Hall or online at www.bensenville.il.us

**MANAGERS
REPORT:**

Village Manager, Michael Cassady, announced there will be no Committee Meetings held on August 16, 2011.

NEW BUSINESS:

Trustee Ridder announced the re-scheduled blood drive will take place at Village Hall on August 24, 2011. The event is now open to residents and businesses. Anyone interested may contact Mary Rivera at Village Hall for additional information.

Trustee Wessler encourages all residents to attend Music in the Park on August 10, 2011 to support Fenton Alumni that are performing.

Trustee Wessler inquired about the profit the Village made during the Liberty Fest. Village Staff was directed to produce a report.

**EXECUTIVE
SESSION:**

Village Attorney, Pat Bond, called for an Executive Session for the purpose of discussing pending, probable, or imminent litigation, acquisition of real estate property, personnel, and collective negotiating matters. No action will take place as a result of the discussions.

Motion:

Trustee Jarecki made a motion adjourn the meeting and go into executive session. Trustee O'Connell seconded the motion.

All were in favor.

Motion carried.

President Soto adjourned the meeting at 7:59 p.m.

Corey Williamsen
Acting Village Clerk

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

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 8/17/2011

DESCRIPTION: Resolution to Approve Painting of the Decorative Street Light Poles

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

ASSIGNED COMMITTEE: **I&E Committee**

DATE: **8/23/2011**

BACKGROUND: The Village has just over 300 decorative streetlight poles. Many of the original Sternberg decorative poles have begun to fade due to environmental factors and have lost their original sheen. Over time, the effectiveness of the paint to protect the poles from the rigorous elements of the Midwest begins to decline. Staff felt it was necessary to refresh the poles to bring them back to their original effectiveness and color to match poles that have been installed more recently. By doing so this will create a streetscape that is more uniform and will have a significant visual impact for anyone traveling through these corridors. The paint selected should provide approximately 6-8 years of color retention before any noticeable fading occurs. Due to favorable bid prices we will be able to address 80% of the faded poles within the Village this year.

KEY ISSUES: A recent bid advertisement for the painting of the decorative street light poles produced the following results:

COMPANY NAME	Price Per Pole
Precision Painting and Decorating Addison, IL	\$73.95
Brookdale Decorating, Inc. Naperville, IL	\$144.15
Alpha Paintworks Inc. Chicago, IL	\$240.00
Thomas Industrial Coatings Peavey, Mo	\$550.00
Utility Dynamics Corporation Oswego, IL	\$696.00

Staff would like to paint 209 poles as part of this contract. Twenty-five poles are considered "tall" poles (14'-6" versus 10'-0") and have a \$22.75 upcharge to them. These tall poles are located at the Metra Parking Lot and at the Police Station. The total cost of the contract is \$16,025.

ALTERNATIVES: Village Board discretion

RECOMMENDATION: Staff recommends approval of the requested pole painting.

BUDGET IMPACT: This is a budgeted item for FY 2011. \$25,000 has been reserved for this project. The remaining \$8,975 is being used to paint the traffic signal poles at Memorial and Park and to repaint a number of benches, bike racks, bollards, and garbage cans throughout the Village.

ACTION REQUIRED: Motion to approve a Resolution authorizing the Village Manager to execute a purchase order and other associated documents to Precision Painting and Decorating of Addison, Illinois for \$16,025.

Resolution No.

**Authorizing the Execution of a Purchase Order
to Precision Painting and Decorating for Street Light Pole Painting**

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 Precision Painting and Decorating of Addison, IL for street light pole painting for an amount not to exceed \$16,025.

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

APPROVED:

Frank Soto
Village President

ATTEST:

Corey Williamsen
Acting Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Village of Bensenville

Streetlight Painting

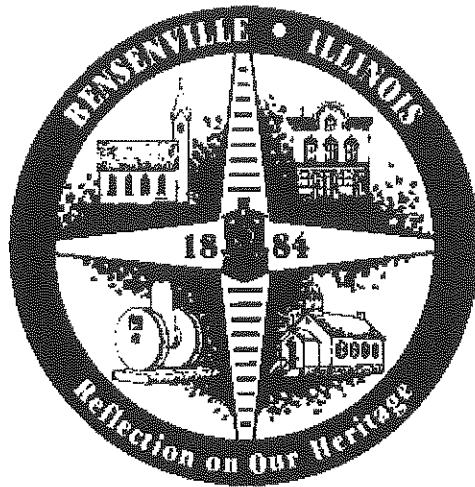
● Sternberg Streetlights- 209



Village of Bensenville

Invitation to Bid with Specifications

Decorative Street Light Pole Painting



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

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INVITATION TO BID

DECORATIVE STREET LIGHT POLE PAINTING

The Village of Bensenville will accept bids for “**Decorative Street Light Pole Painting**” for the period starting August 15th, 2011 through December 31st, 2011. 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, August 12th, 2011** at Bensenville Village Hall 12 S. Center St. The Bid must be in a sealed opaque envelope plainly marked **Decorative Street Light Pole Painting-BID**

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

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

Corey Williamsen
Deputy Village Clerk

BID SPECIFICATIONS

Initial: 

Village of Bensenville Street Light Pole Painting- BID

Village of Bensenville, Illinois

Decorative Street Light Pole Painting

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This specification is for the surface preparation and coating of Decorative Street Light Poles at **Town Center- Village of Bensenville**. (diagram 1 shows location of poles to be painted)
- B. Poles to be painted will be identified prior to painting; at no time shall any pole be painted that has not been previously authorized by the Village.
- C. Approximately 90 Sternberg Model poles (please see attached diagrams 2 &3) have been identified to be painted, however the Village reserves the right to increase or decrease the amount of poles to be painted during the contract period pending bid results.
- D. At no time shall work be performed on the date of any scheduled Village events in the area. The Village will coordinate and advise the Vendor of these dates in advance.
- E. Vendor is responsible for any and all warning signage associated with work being performed.

1.02 QUALITY CONTROL

- A. Bidder must be able to demonstrate satisfactory work similar in scope, quantity, material, and nature to the work proposed under this contract.
- B. Quality control procedures and practices shall be adhered to during all phases of surface preparation and coating application throughout the duration of the project. Procedures not specifically defined herein may be utilized providing they meet recognized and acceptable professional standards and are first approved by the Village.
- C. All surface preparation and painting procedures shall be subject to routine inspection by the Village and/or an independent Inspector hired by the Village.
- D. The Village reserves the right to inspect ALL cleaned surfaces prior to priming or first coat application and also prior to each subsequent coat(s) of coating. It is understood that such inspections shall be made available at any time during the

Initial 

performance of the work. The contractor shall correct any work found defective under this specification and supply all material and labor at his/her expense.

1.02 BID SECURITY

- A. 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.
- B. 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.

1.03 PRODUCTS DELIVERY, STORAGE AND HANDLING

- A. Deliver in original sealed containers with seals unbroken and labels intact. An exception will be made for all custom tinted materials.
- B. Store in suitable location, restricting storage to paint materials and related equipment.
- C. Comply with all health and fire regulations.

1.04 JOB CONDITIONS

- A. Comply with Coronado Paints recommendations as to the environmental conditions under which the coatings and coatings systems may be applied.
- B. DO NOT apply any finishes in areas in which dust is being generated.
- C. Cover or otherwise protect finishes of the other trades and surfaces not being painted concurrently or not to be painted.

PART 2 PRODUCTS

2.01 MATERIAL SELECTION

- A. The paint materials and system approved under this specification, shall be those of the Coronado Paint Company or Village approved equal.

2.02 MATERIALS, EQUIPMENT AND LABOR

- A. The painting contractor shall furnish all labor, materials, tools, equipment and supervision required for the completion of the surface preparation, application and clean up of all paint and allied products covered by this specification.

Initial: 

- B. All paint must meet applicable ecological standards and lead hazard regulations, including, but not limited to VOC.

2.03 COLORS

- A. Colors of paint, including shades of stain, shall be those of the Village.
- B. Check paints schedule for areas to be treated with accent (deep) colors.
- C. Use tinting colors recommended by the manufacture for the specific type of finished being used.

PART 3 APPLICATION SPECIFICATIONS

- 3.01 All work is to be done in strict accordance with this specification, the design drawings, the scope of work specifications and/or the purchase order.
- 3.02 Under no circumstances shall any hand tool cleaning, power tool cleaning or painting be performed on ferrous metal surfaces when the relative humidity is above 85% or be with in 5° of the dew point.
- 3.03 Thinning of the products, as specified herein, shall be permitted only as recommended by Coronado Paint Company.
- 3.04 No paint or coating shall be applied during damp, foggy weather, or when it is raining. All work shall be suspended when the threat of rain arises or the temperature falls below 50° F.
- 3.05 The painting contractor is responsible for following Coronado Paints recommended application and re-coat intervals for the specified coating.
- 3.06 Paint shall be applied at the thickness specified. If the thickness of the coating is less than specified, additional coats will be required at no cost to the paint manufacture and/or the Village/representative.

PART 4 MINIMUM SPECIFICATION

- 4.01 If instructions in this specification are different than that of Coronado Paint Company, surface shall be prepared and coated to the higher standard.

PART 5 SAFETY

Initial: 

- 5.01 All safety regulations of both the Village and OSHA shall be adhered too completely.

PART 6 SURFACE PREPARATION

6.01 Power Washing/Cleaning

1. It is mandatory that all surfaces exhibiting mold, mildew, or algae be pre-treated with a solution of 3 parts water and 1 part Sodium Hypochlorite (Bleach). Allow this solution to work for 10-15 minutes before power washing or rinsing.
2. All chalk, loose and peeling paint, dirt, grease, salt, or other surface contaminants, which have accumulated on the surface, shall be removed by power washing. A power washer with a minimum 1500-PSI shall be used for this process.
3. Any poles containing a significant amount of rust/deterioration or are not sufficiently secure to their base shall be reported to the Public Works Department.

A commercial detergent may be added to provide the above accomplishments.

All subsequent surface preparation procedures and/or painting shall not be performed until all surfaces have been cleaned and allowed too dry for a minimum 12 hours.

6.02 Concrete/Masonry

1. See section 6.01 Power Washing/Cleaning
2. Repair all voids and seal all cracks with acceptable concrete patch.
3. A pH test of the surface should be taken to be certain it is within the acceptable range of the coating system being applied. This can be done with either a pH pencil or litmus paper. The pH should be between 7 and 9 on the pH scale.
4. Be certain the Concrete/Masonry surface have cured a minimum of 28 days before applying any coating.

6.03 Concrete Floors

1. See section 6.01 Power Washing/Cleaning.
2. Remove all grease and oil by applying a solution of 1 part Coronado Sur-Prep I Oil & Grease Emulsifier and 3 parts water. Rinse thoroughly with clean water
3. Remove all existing coatings, Hardener and Curing Compounds by scarifying using a Wheelabrator Blastrac.

Initial 

4. A Surface strength tested shall be performed by using a "Pull-Off" type adhesion tester, such as an Elcometer 106 per ASTM D4541. A minimum reading must be 250 psi. This test shall be performed following the surface preparation.
5. If needed, a moisture test shall be performed using the ASTM D 4263 "Plastic sheet test method". Coating application shall not be performed until all visible moisture has been removed.
6. Remove all latent alkalies and other cement contaminants by etching the surface with a solution of 1 part Coronado Sur-Prep IV reduced with 3 parts water. Apply this solution to the floor at approximately 100 square feet per gallon. Rinse thoroughly and allow to dry a minimum 36 hours before recoating. Surface should have the look of 100-grit sandpaper after etching is complete.
7. A pH test of the surface should be taken to be certain it is within the acceptable range of the coating system being applied. This can be done with either a pH pencil or litmus paper. The pH should be between 7 and 9 on the pH scale.
8. Be certain the Concrete/Masonry surface have cured a minimum of 28 days before applying any coating.

6.04 Ferrous Metal Surfaces

1. See section 6.01 Power Washing/Cleaning.
2. Remove all remaining loose paint, rust and mill scale via Hand Tool Cleaning (SSPC-SP2) or Power Tool cleaning (SSPC-SP3)
3. Feather sand all damaged areas to achieve a smooth finish.
4. Prime immediately to inhibit any further rust forming on substrate.

6.05 Non Ferrous Metals

1. See section 6.01 Power Washing/Cleaning.
2. Remove all grease and oil by applying a solution of 1 part Coronado Sur-Prep I Oil & Grease Emulsifier and 3 parts water. Rinse thoroughly with clean water.
3. Remove any rusted areas via Hand Tool Cleaning (SSPC-SP2) or Power Tool Cleaning (SSPC-SP3).

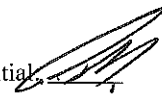
6.05 Exterior Wood

1. See section 6.01 Power Washing/Cleaning.
NOTE: Be aware that a power washer can do extensive damage to wood when used incorrectly.
2. Feather sand all areas to obtain a smooth and even surface.
3. Fill all nail holes, cracks and open joints with wood putty, ONLY after priming.

6.06 Interior Wood Surfaces

1. Feather sand all areas to obtain a smooth and even surface.
2. Fill all nail holes, cracks and open joints with wood putty, ONLY after priming.

Initials



PART 7 MATERIALS

1. DO NOT apply coatings, until moisture content of surface is within limitations recommended by Coronado Paint Company. Test with moisture meter if necessary.
2. Apply all protective coatings within the guidelines established for mixing ratios and methods, induction time intervals, reduction ratios and application methods.
3. The application rate shall not exceed that recommended by Coronado Paint Company.
4. Comply with all required wet film thickness, drying/curing and recoat intervals.
5. Sand and dust between each coat to remove defects visible from five feet. Finish coat shall be smooth, free of brush marks, streaks, laps, sags, skips, holidays, etc.
6. DO NOT APPLY COATINGS WHEN AIR AND SURFACE TEMPERATURES ARE WITHIN 5° OF THE DEW POINT.

PART 8 COATINGS SCHEDULE

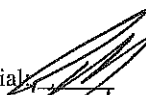
*8.01 Exterior Finishes: **Previously Coated***

1. Ferrous Metals, (Light Poles):
 - A. Prime: Bare surfaces and abraded areas of previously painted surfaces:
 - a. Option II: Apply one coat of Corotech Waterborne Bonding Primer V175
 - B Finish: Two coats of Gloss Black:
 - a. Option I: Corotech Acrylic Gloss DTM Finish V330-80
 - b. Option II: Corotech 2 Part Aliphatic Acrylic Urethane Gloss V500-80

Exterior Finishes: New Uncoated


Non ferrous metals (Light Poles)

- A Prime: Apply one coat of Corotech Waterborne Bonding Primer V175
- B. Finish: Two coats Gloss Black:
 - a. Option I : Corotech Acrylic Gloss DTM Finish V330-80
 - b. Option II: Corotech 2 Part Aliphatic Acrylic Urethane Gloss V500-80

Initials 

BIDDER INFORMATION SHEET

NAME: (PRINT) AARON MOORE

SIGNATURE: 

COMPANY NAME: (PRINT)
PRECISION PAINTING + DECORATING CORP.

ADDRESS: P.O. Box 707
ELMHURST, IL 60126

SHOP: 817 S. KAY #3
ADDISON, IL 60101

TELEPHONE: 630.688.9423

FACSIMILE: 630.592.8987

EMAIL: SALES@PPDPAINTING.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:**
Street Light Pole Painting- Bid

The bids must be received by **10:00am on August 12th, 2011**. They will be publicly opened and read on **August 12th, 2011 at 10:00am** in the Village Board Room.

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

Initial: 

PRICE SHEET
STREET LIGHT POLE PAINTING

DESCRIPTION	PRICE PER ITEM	TOTAL
90 DECORATIVE STREET LIGHT POLES	\$ <u>44.95</u>	\$ <u>4,045.50</u>

73.75 per

Options/Alterations:

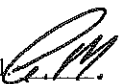
8.01A OPTION II = \$18.00 PER = \$1,620 (WATERBORN BONDING PRIMER)

8.01B OPTION II = \$11.00 PER = \$990 (ALIPHATIC ACRYLIC UPGRADE)

OPTION UPON INSPECTION, 22 POLES 14'6" V. 10' = ADD \$22.75 x 22 = \$500.50

Authorized Signature 

Title : OWNER Date: 8/11/11

Initial 

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS FOR
PROCUREMENT OF MATERIALS**

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

ELIGIBILITY TO BID

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

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

Initial 

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

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

CONDITIONS FOR BIDDING

1) Bid Definitions -

- a) Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work / specifications, the bid price form and the proposed contract documents including addenda issued prior to receipt of bids.
- b) Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.

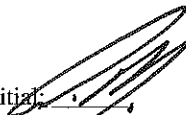
2) Bid Price Form - Shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked "Street Light Pole Painting - BID".

3) Late Bids - Formal bids received after specified bid opening time will not be considered and will be returned unopened.

4) Withdrawal of Bids - A written request for withdrawal is required and must be received before bid opening. After bid opening, bids become a legal document and an integral part of the bid and shall not be withdrawn. Such requests are to be directed to the attention of the Deputy Village Clerk, telephone number (630) 350-3404.

5) Examination of Bidding Documents - Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (10) days prior to bid due date, notify the Village Clerk who will, if necessary, send written addenda to all bidders. The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.

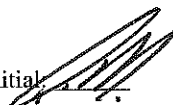
6) Mistake in Bid and Bid Changes - No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.

Initial: 

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

AWARD OR REJECTION OF BIDS

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

Initial: 

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

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

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

CONTRACT PROVISION

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

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

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

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

- (1) Commercial General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum

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

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

C) Deductibles and Self-Insured Retentions

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

D) Other Insurance Provisions

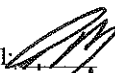
The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages

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

(2) Workers' Compensation and Employers' Liability Coverage

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

Initial 

(3) All Coverages

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

E) Acceptability of Insurers

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

F) Verification of Coverage

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

G) Subcontractors

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

H) Assumption of Liability

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

I) Indemnity/Hold Harmless Provision

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

Initial 

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

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

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

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

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


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

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

- 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

OWNER

Title

8/11/11

Date

Village of Bensenville:

Signature

Title

Date

Village of Bensenville

Diagram 1 - SINGLE GLOBE
14" C" HEIGHT

Streetlight Poles

- Single Globe
- Double Globe

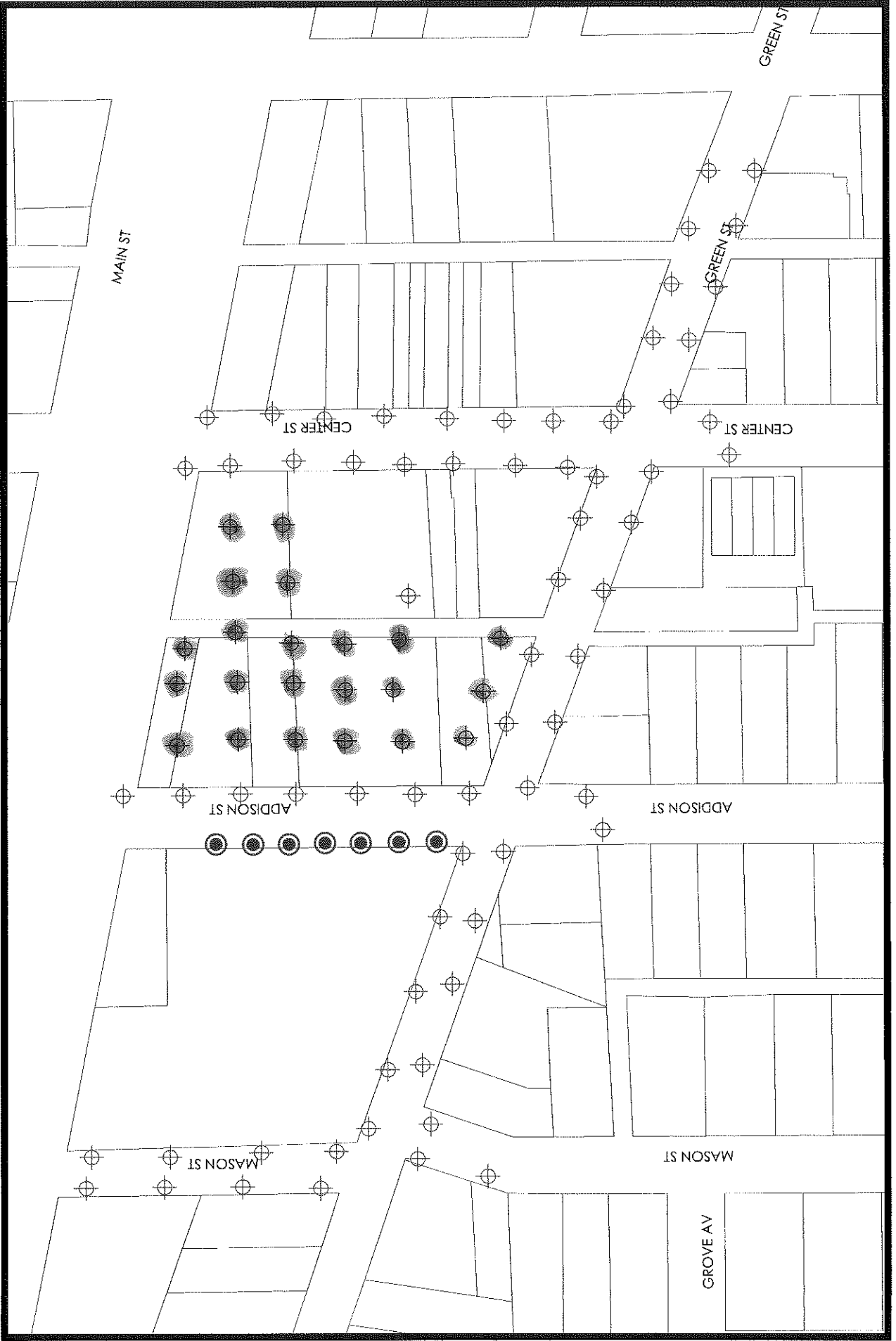


Diagram 2

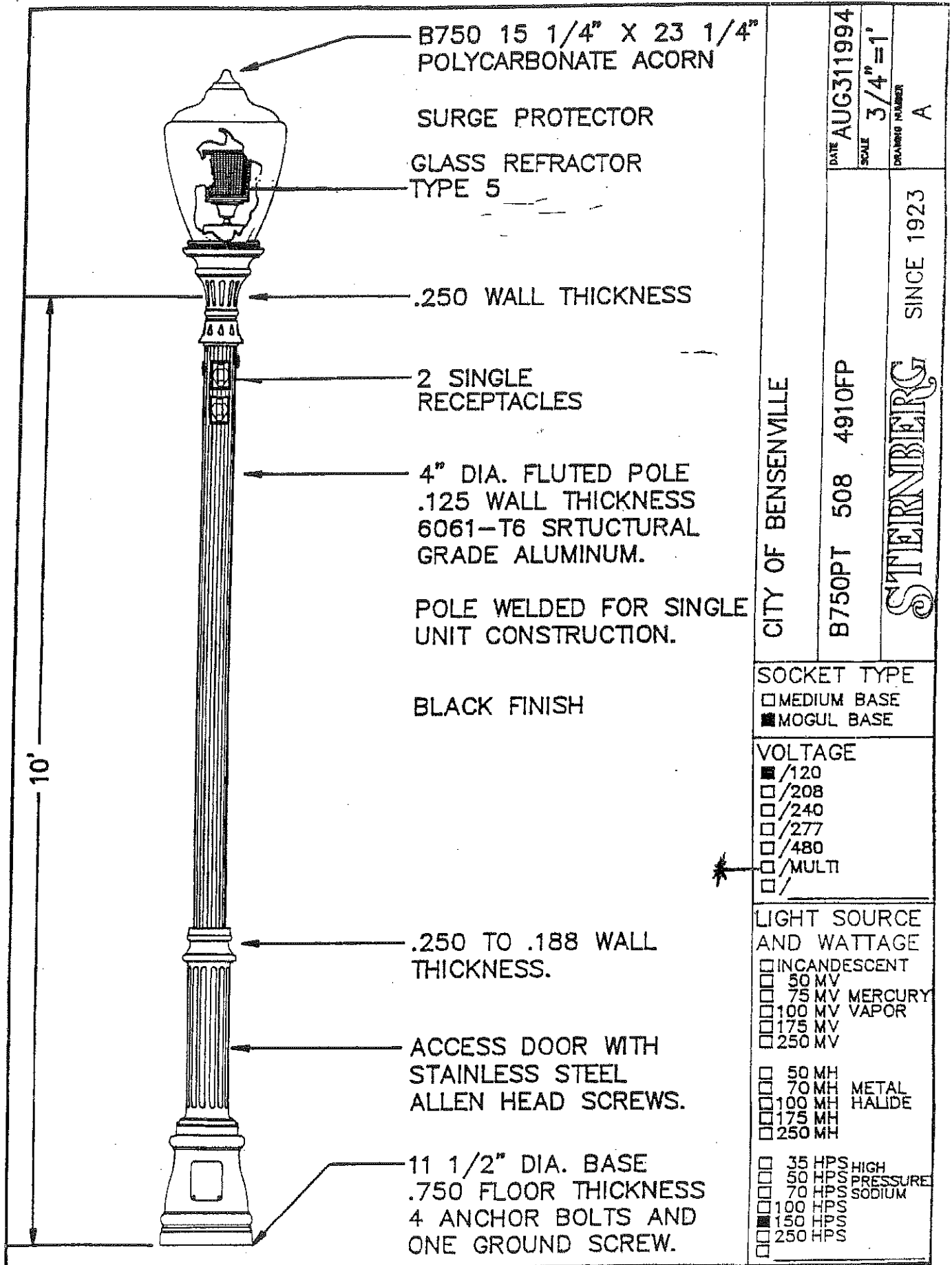
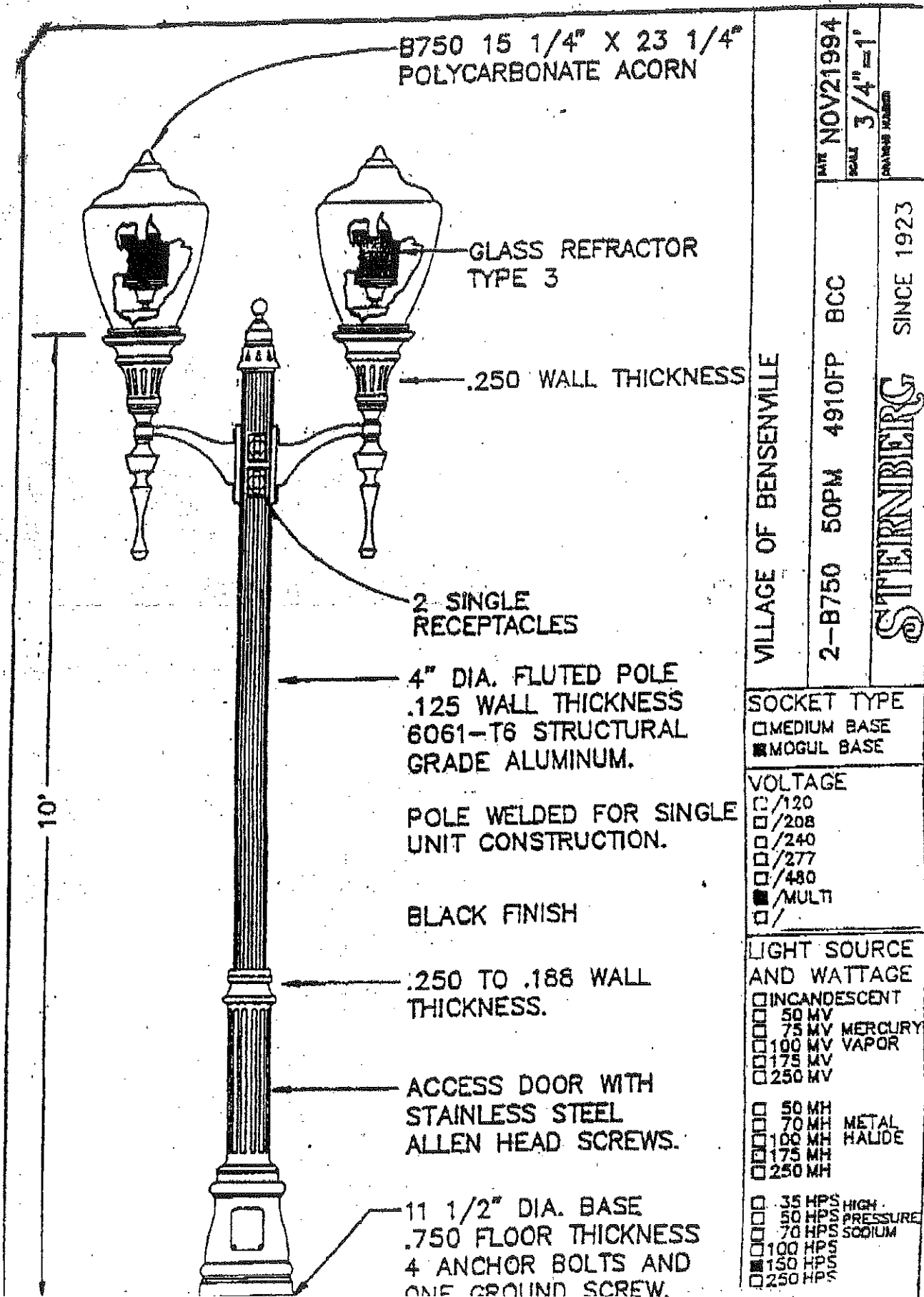


Diagram 3



DATE NOV21994
SCALE 3/4"=1'
DRAWING NUMBER

VILLAGE OF BENSENVILLE

2-B750 50PM 4910FP BCC

SINCE 1923
STERNBERG

- SOCKET TYPE
 MEDIUM BASE
 MOGUL BASE
- VOLTAGE
 /120
 /208
 /240
 /277
 /480
 /MULTI
 /
- LIGHT SOURCE AND WATTAGE
 INCANDESCENT
 50 MV
 75 MV MERCURY
 100 MV VAPOR
 175 MV
 250 MV
 50 MH
 70 MH METAL HALIDE
 100 MH
 175 MH
 250 MH
 35 HPS HIGH PRESSURE SODIUM
 50 HPS
 70 HPS
 100 HPS
 150 HPS
 250 HPS

TYPE: Ordinance **SUBMITTED BY:** Tim Sloth **DATE:** August 23, 2011

DESCRIPTION: An Ordinance amending Ordinance No. 96-2010, adopted December 14, 2010, in regard to the establishment of Village of Bensenville Special Service Area Number 6, to correct a scrivener's error.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: N/A

DATE: N/A

BACKGROUND: On December 14, 2010 the Village passed Ordinance NO. 96-2010 establishing Special Service Area #6 (SSA #6). This original Ordinance included a legal description outlining the boundaries of SSA #6. The Village has been notified by the DuPage County Clerk that there was a scrivener's error in the legal description which was prepared by Christopher B. Burke Engineering, Ltd. The Board is being asked to approve an amendment Ordinance that simply corrects this error. A description of the error is listed below:

Section 3 is amended by revising the reference to, "142 FEET," in the fourteenth line of the second paragraph of the legal description set forth therein, to read, "64.72 FEET."

Upon approval the amended Ordinance will be filed with the County Clerk and recorded with the Recorder of Deeds.

KEY ISSUES: This Ordinance is merely to correct a scrivener's error in Ordinance NO. 96-2010. All other provisions of the original Ordinance remain in full force and effect.

ALTERNATIVES: N/A

RECOMMENDATION: Approve Ordinance amending Ordinance No. 96-2010.

BUDGET IMPACT: N/A

ACTION REQUIRED: Board action on the ordinance.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 96-2010,
ADOPTED DECEMBER 14, 2010,
IN REGARD TO THE ESTABLISHMENT OF
VILLAGE OF BENSENVILLE SPECIAL SERVICE AREA NUMBER 6,
TO CORRECT A SCRIVENER'S ERROR**

WHEREAS, the President and Board of Trustees of the Village of Bensenville have previously adopted Ordinance Number 96-2010, on December 14, 2010, relative to the establishment of Village of Bensenville Special Service Area Number 6 (hereinafter "SSA #6"); and

WHEREAS, Section 3 of the aforementioned Ordinance set forth the legal description of the boundaries of SSA #6; and

WHEREAS, the map, permanent tax index numbers and location description set forth in Section 3 of, and Exhibits 1, 2 and 4 attached to, the aforementioned Ordinance were accurate; however, a scrivener's error has been noted at one (1) location within the legal description; and

WHEREAS, it is in the best interests of the Village to correct said scrivener's error;

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 1: That Ordinance Number 96-2010, adopted December 14, 2010, is hereby amended by correcting the following scrivener's error as contained therein:

Section 3 is amended by revising the reference to, "142 FEET," in the fourteenth line of the second paragraph of the legal description set forth therein, to read, "64.72 FEET."

SECTION 2: That, based on Section 1 above, the legal description for SSA #6, as revised to incorporate the correction of the scrivener's error, is as set forth in EXHIBIT "A" attached hereto and made part hereof.

SECTION 3: That all other provisions of Ordinance Number 96-2010, adopted December 14, 2010, not corrected hereby, shall remain in full force and effect.

SECTION 4: That this Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 23rd day of August, 2011, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 23rd day of August, 2011.

FRANK SOTO, VILLAGE PRESIDENT

ATTEST:

COREY WILLIAMSEN, ACTING VILLAGE CLERK

EXHIBIT "A"

**LEGAL DESCRIPTION FOR
BENSENVILLE SPECIAL SERVICE AREA NUMBER 6,
AS REVISED TO INCORPORATE THE CORRECTION
OF A SCRIVENER'S ERROR**

THAT PART OF THE SOUTH HALF OF SECTION 2 AND THE NORTH HALF OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 14 IN O'HARE METROPOLITAN INDUSTRIAL DISTRICT SUBDIVISION, BEING A SUBDIVISION IN SAID NORTH HALF OF SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1970 AS DOCUMENT NO. R70-24289, SAID SOUTHWEST CORNER BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF ROBERT KINGERY HIGHWAY (A.K.A. IL ROUTE 83); THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF LOT 1 IN O'HARE WEST INDUSTRIAL PLAZA SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTH HALF OF SECTION 2 AND NORTH HALF OF SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 1971 AS DOCUMENT NO. R71-16332; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 1 AND LOT 2 IN SAID O'HARE WEST INDUSTRIAL PLAZA SUBDIVISION TO A POINT ON A LINE 64.72 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 2; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BRYN MAWR AVENUE; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE WEST LINE OF LOT 3 IN SAID O'HARE WEST INDUSTRIAL PLAZA SUBDIVISION; THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE EASTERLY ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT 3, SAID NORTHEAST CORNER BEING A POINT ON THE WEST LINE OF LOT 3 IN THORNDALE DISTRIBUTION PARK SUBDIVISION, BEING A SUBDIVISION IN SAID NORTH HALF OF SECTION 11 AND SOUTH HALF OF SECTION 2, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 4, 1974 AS DOCUMENT NO. R74-45804; THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTHERLY LINE OF SAID LOT 3; THENCE SOUTHEASTERLY, SOUTHERLY AND EASTERLY ALONG SAID

NORTHERLY LINE TO THE NORTHEAST CORNER OF SAID LOT 3, SAID NORTHEAST CORNER BEING A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE EASTERLY ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER TO THE SOUTHEAST CORNER OF LOT 6 IN RIZZI SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTH HALF OF SECTION 2 AND NORTH HALF OF SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1983 AS DOCUMENT NO. R83-13787; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 6 TO A POINT ON THE SOUTH LINE OF THE LAND DESCRIBED IN DOCUMENT NO. R2006-199429, RECORDED OCTOBER 16, 2006; THENCE EASTERLY ALONG SAID SOUTH LINE TO A POINT ON THE EAST LINE OF THE LAND DESCRIBED BY SAID DOCUMENT NO. R2006-199429; THENCE NORTHERLY ALONG SAID EAST LINE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THORNDALE AVENUE; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE WEST LINE OF KLEFSTAD'S BENSENVILLE INDUSTRIAL PARK SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTH HALF OF SECTION 2 AND NORTH HALF OF SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 20, 1967 AS DOCUMENT NO. R67-2065; THENCE SOUTHERLY ALONG SAID WEST LINE TO A POINT ON THE NORTH LINE OF LOT 32 IN SAID KLEFSTAD'S BENSENVILLE INDUSTRIAL PARK SUBDIVISION; THENCE WESTERLY ALONG SAID NORTH LINE AND WESTERLY EXTENSION THEREOF TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD (SAID POINT BEING 35 FEET WEST OF THE NORTHWEST CORNER OF SAID LOT 32); THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE SOUTHEASTERLY CORNER OF LOT 3 IN THE RESUBDIVISION OF O'HARE METROPOLITAN INDUSTRIAL DISTRICT, BEING A RESUBDIVISION IN SAID NORTH HALF OF SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 22, 1971 AS DOCUMENT NO. R71-48344; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 3 TO THE NORTHEAST CORNER OF LOT 2 IN SAID RESUBDIVISION; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 2 TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE WESTERLY, NORTHERLY AND WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTRY CLUB DRIVE; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH

RIGHT-OF-WAY LINE OF FAIRWAY DRIVE; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTH 165 FEET OF THE WEST 205.76 FEET OF LOT 24 IN O'HARE WEST INDUSTRIAL PLAZA SUBDIVISION, BEING A SUBDIVISION IN SAID NORTH HALF OF SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 26, 1971 AS DOCUMENT NO. R71-16332;

ALSO, EXCEPTING THAT PART OF LOT 14 IN SAID O'HARE WEST INDUSTRIAL PLAZA SUBDIVISION LYING WEST OF AND ADJOINING THE EAST 10 FEET OF SAID LOT 14, AND LYING EAST OF AND ADJOINING THE WEST 145 FEET OF SAID LOT 14.

P.I.N.s: 03-02-301-003, -004, -010 and 011; 03-11-100-007, -008, -010, -011, -012, -014, -015, -016, -022, -023, -024 and -025; 03-11-101-009, -011, -012, -014, -015, -017, -018, -019, -020, -021 and -022; 03-11-102-008, -009, -011, -016, -018, -019, -020, -021, -022, -024, -025, -026, -027, -029, -030, -032, -033, -034, -035, -037, -039, -043, -044, -045, -046, -048, -050, -051, -052, -054, -058, -059, -060, -061, -062, -063, -064, -065, -066 and -067; 03-11-103-009 and -011; 03-11-105-010, -011, -014, -017, -018, -019, -020 and -021; 03-11-200-002, -031, -033, -034, -036, -037, -038, -039, -040, -041, -042, -043 and -044.

Street Location: Generally, those parcels abutting Bryn Mawr Avenue, from Illinois Route 83 East to Birginal Street (except the two parcels on the North side of Bryn Mawr Avenue, just before its intersection with Birginal Street); those parcels abutting Birginal Street, from Bryn Mawr Avenue South to Industrial Drive; those parcels abutting Industrial Drive, East of Illinois Route 83 (except the second parcel East of Route 83 on the North side of Industrial Drive); those parcels abutting the North side of Fairway Drive, from Illinois Route 83 East to Country Club Drive; those parcels abutting Fairway Drive, East of Country Club Drive (except the four parcels at the Southeast corner of Industrial Drive and Fairway Drive); and those parcels abutting the South side of the Southerly portion of that portion of Supreme Drive located South of Thorndale Avenue, all in Bensenville, Illinois.

TYPE: INFORMATION **SUBMITTED BY:** President Soto **DATE:** August 23, 2011

DESCRIPTION: Village President Appointments to Boards and Commissions

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

DATE:

BACKGROUND:

The Mayor will be making appointments to Boards and Commissions at the August 23rd Village Board meeting.

KEY ISSUES:

President Soto will announce the following appointments:

- Mike Moruzzi – To Chair of the CDC
- Joseph Pisano – To CDC
- Frank DiSimone – To CDC
- Anye Whyte – Reappointment to Board of Police Commission
- Chuck Rizzo - to Board of Police Commission
- Bob Ridder – to the Bensenville Fire District No. 2 Board of Commissioners

ALTERNATIVES: N/A

RECOMMENDATION:

The appointments will expire on April 30, 2013.

BUDGET IMPACT: N/A

ACTION REQUIRED: N/A

TYPE: Resolution **SUBMITTED BY:** Village President **DATE:** August 23, 2011

DESCRIPTION: Discussion of Elected Official Travel Policy.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

DATE:

BACKGROUND: The Village of Bensenville does not currently have a formal travel policy for elected officials. After researching area communities, it appears that out-of-state travel for Village Board members is rare, with the exception of Village Presidents/Mayors.

KEY ISSUES:

Where travel policies do not exist, most communities regulate Village Board travel through the budget process. In Bensenville, annual conferences and training for Departments are typically budgeted by line item. The Bensenville Village Board budget includes line items for the Village President to attend trips to Springfield and Washington DC as well as regional and local meetings. For the rest of the Village Board, the Bensenville budget includes line items for a combined total of six local and regional meetings and one national conference per year. As stated above, no formal policy dictates how the budgeted national conference or participating Trustee is selected.

An Elected Official Travel Policy should include the following:

1. Justification for the expenses in a written report to the Board in advance of approval.
2. A written report and oral presentation following the conference to identify direct benefits to the community or Board.
3. Reimbursement process following IRS guidelines and outline of authorized expenses, e.g., airfare, hotel, mileage, food per diem, etc.

ALTERNATIVES:

1. Direct staff to draft a Resolution and policy statement for elected official travel.
2. Discretion of the Board.

RECOMMENDATION:

To summarize, our research shows that out-of-state travel for Village Board members is not common. However, in instances where Village Board out-of-state travel is permitted, a formal approval is typically required by the Village Board and the Village's established travel reimbursement policies are followed. In the interim, I recommend that any Trustee out-of-state travel request proceed to the Village Board for formal approval.

BUDGET IMPACT: N/A

ACTION REQUIRED: Discretion of the Village Board.