



12 South Center Street  
Bensenville, IL 60006

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[www.bensenville.il.us](http://www.bensenville.il.us)

**VILLAGE BOARD**

September 29, 2021

**President**  
Frank DeSantis

**Board of Trustees**  
Erika Carranza  
Ron Frenz  
Marie J. Frey  
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Nicholas Panicola, Jr.  
Bernardo Perez

**Village Clerk**  
Sandy Duce

**Village Manager**  
Joan K. Summers

**Mr. Paul De Michele**  
17W275 Rodeck Lane  
Bensenville, Illinois 60106

Re: September 21, 2021 FOIA Request

Dear Mr. De Michele:


I am pleased to help you with your September 21, 2021 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on September 22, 2021. You requested copies of the items indicated below:

*"Pursuant to the Freedom of Information Act I request a copy of the IGA in Item VIII E1 with all attachments."*

Your FOIA is hereby granted in full.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,

  
Corey Williamsen  
Freedom of Information Officer  
Village of Bensenville

<b>TYPE:</b> Resolution	<b>SUBMITTED BY:</b> Joe Caracci	<b>DEPARTMENT:</b> Public Works	<b>DATE:</b> September 14, 2021
<b>DESCRIPTION:</b> <u>Resolution Authorizing the Execution of an Intergovernmental Agreement Between the Village of Bensenville and Addison Township Highway Department for the 2021 Resurfacing Program</u>			
<b>SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:</b>			
<input checked="" 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		
<b>COMMITTEE ACTION:</b> N/A		<b>DATE:</b> N/A	
<b>BACKGROUND:</b> The Village is responsible for the maintenance of a roadway network throughout town. In some areas, roadway jurisdiction changes mid-roadway. The area bounded by Third Avenue, Church Road, Donna Lane, and IL Route 83 is one such area. This area is mixed between incorporated and unincorporated properties. As such, there is somewhat of a checkerboard of roadway jurisdiction. The roadways in front of incorporated residents is the responsibility of the Village. The roadways in front of unincorporated properties are the responsibility of Addison Township.  The Township Highway Commissioner approached the Village with their plans to perform a roadway resurfacing project within this area. The project includes performing a heat scarification method of resurfacing the roadways. The Village witnessed this process on another project designed by Morris Engineering (the Township's engineer) to see if this method would stand up to the Village's standards. Our Engineer feels that this method would suite these roadways adequately.  Staff recommends participating in the program for 2nd Avenue and Briar Lane as these roadways are uncurbed and of rural cross section. The Village plans to resurface Hawthorne and Ridgewood (north of 2nd Ave) as well as Donna Lane in 2023.			
<b>KEY ISSUES:</b> The Township recently bid the project (including Bensenville roadways) with Brothers Asphalt Paving submitting the lowest bid in the amount of \$415,083.74. The Village's portion of this bid was \$110,442.72.  Staff prepared an IGA with the Township to participate in the cost of the project. The Township would administer the construction contract, manage the construction, and invoice the Village for our portion of the finished project. Staff will participate in progress meetings and in the collection of quantities to assure the Village's interests are being fulfilled.			
<b>ALTERNATIVES:</b> Discretion of the Village Board.			
<b>RECOMMENDATION:</b> Staff recommends execution of the IGA and participation in the project.			
<b>BUDGET IMPACT:</b> The Village initially planned for improvements to the area in 2023. However, we have enough money in the current CY2021 budget to complete the work. Account Number 31080820 596000 (Project 21.1.05)			
<b>ACTION REQUIRED:</b> Approval of a Resolution Authorizing the Execution of an Intergovernmental Agreement Between the Village of Bensenville and Addison Township Highway Department for the 2021 Resurfacing Program.			

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution	9/7/2021	Resolution Letter
IGA - Draft	9/7/2021	Backup Material
Location Map	9/8/2021	Backup Material

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF BENSENVILLE  
AND ADDISON TOWNSHIP HIGHWAY DEPARTMENT  
FOR THE 2021 RESURFACING PROGRAM**

**WHEREAS**, the VILLAGE is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

**WHEREAS**, the TOWNSHIP is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Township Code, 60 ILCS 1/1-1, *et seq.*; and

**WHEREAS**, the VILLAGE and the TOWNSHIP are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

**WHEREAS**, the purpose of the Intergovernmental Cooperation Act and Article VII, Section 10 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

**WHEREAS**, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

**WHEREAS**, the VILLAGE and the TOWNSHIP are “units of local government,” as defined in Article VII, Section 1, of the Illinois Constitution of 1970, and, therefore, pursuant to Section 10 of Article VII, have the power to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

**WHEREAS**, the TOWNSHIP plans to rehabilitate roadways as part of their 2021 Resurfacing Program; and

**WHEREAS**, the VILLAGE owns and maintains roadways within the project area of the TOWNSHIP’s 2021 Resurfacing Program; and

**WHEREAS**, the VILLAGE wishes to participate in the TOWNSHIP’s 2021

Resurfacing Program; and

**WHEREAS**, an Intergovernmental Agreement has been prepared and is attached to this Resolution.

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

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

**SECTION TWO:** The Village Board authorizes and approves the attached Resolution authorizing the Execution of an Intergovernmental Agreement between the Village of Bensenville and Addison Township Highway Department for the 2021 Resurfacing Program

**SECTION THREE:** The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

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

**SECTION FIVE:** This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated September 14, 2021.

APPROVED:

\_\_\_\_\_  
Frank DeSimone

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF BENSENVILLE  
AND ADDISON TOWNSHIP HIGHWAY DEPARTMENT  
FOR THE 2021 RESURFACING PROGRAM**

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_ 2021, by and between the VILLAGE OF BENSENVILLE, a municipal corporation (hereinafter referred to as the "VILLAGE"), and the ADDISON TOWNSHIP, a municipal corporation (hereinafter referred to as the "TOWNSHIP"). The VILLAGE and the TOWNSHIP are sometimes collectively referred to herein as the "PARTIES."

**RECITALS**

**WHEREAS**, the VILLAGE is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

**WHEREAS**, the TOWNSHIP is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Township Code, 60 ILCS 1/1-1, *et seq.*; and

**WHEREAS**, the VILLAGE and the TOWNSHIP are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

**WHEREAS**, the purpose of the Intergovernmental Cooperation Act and Article VII, Section 10 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

**WHEREAS**, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

**WHEREAS**, the VILLAGE and the TOWNSHIP are "units of local government," as defined in Article VII, Section 1, of the Illinois Constitution of 1970, and, therefore, pursuant to Section 10 of Article VII, have the power to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

**WHEREAS**, the TOWNSHIP plans to rehabilitate roadways as part of their 2021 Resurfacing Program; and

**WHEREAS**, the VILLAGE owns and maintains roadways within the project area of the TOWNSHIP's 2021 Resurfacing Program; and

**WHEREAS**, the VILLAGE wishes to participate in the TOWNSHIP's 2021 Resurfacing Program; and

**WHEREAS**, the TOWNSHIP has formally bid the 2021 Resurfacing Program with Brother's Asphalt Paving submitting the lowest bid in the amount of \$415,083.74, as identified in the "Bid Tabulation Spreadsheet" included as Exhibit A; and

**WHEREAS**, the VILLAGE's portion of the program is \$110,442.72, as identified in the "Bensenville's Program Spreadsheet" included as Exhibit B.

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, the PARTIES agree that:

**SECTION 1 - RECITALS.** The foregoing recitals are hereby incorporated by reference as though fully set forth herein.

**SECTION 2 - TERMS.** For purposes of this Agreement, the term "VILLAGE" shall mean and include the VILLAGE and its present and future officers, employees, agents, servants, contractors and their subcontractors, volunteers, assigns and successors; and the term "TOWNSHIP" shall mean and include its present and future officers, employees, agents, servants, contractors and their subcontractors, volunteers, assigns and successors.

**SECTION 3 – TOWNSHIP'S OBLIGATIONS.** The TOWNSHIP shall perform the roadway improvements as follows:

a. The TOWNSHIP shall be responsible for the design, construction, and installation of the Roadway Improvements, as set forth in the Contract and Plans prepared by Morris Engineering, Inc. dated 08/24/2021, maintained in the files of the Township's Highway Commissioner, and incorporated herein by this reference. All work performed by or for the TOWNSHIP under this Agreement shall be constructed in a workmanlike manner without the attachment of any liens on property or public funds and shall be completed in compliance with all applicable statutes, laws, ordinances, rules and regulations.

b. The TOWNSHIP agrees to prepare an invoice previously reviewed and agreed upon to the VILLAGE for the associated work as part of the project.

c. The TOWNSHIP agrees that, before beginning any work, it shall maintain (if the TOWNSHIP is performing any work), or it shall cause each of its contractors who will be performing any work, to maintain general comprehensive liability, automobile liability, and employer's liability insurance policies and deliver to the VILLAGE a certificate(s) of insurance from insurers meeting the

minimum requirements for insurance typically required by the TOWNSHIP on such projects, naming the VILLAGE as an "additional insured." This insurance shall be primary insurance with respect to any other insurance or self-insurance afforded to the VILLAGE. Any insurance or self-insurance maintained by the VILLAGE shall be excess of the contractor's insurance and shall not contribute with it.

d. To the extent authorized by law, the TOWNSHIP shall indemnify, hold harmless, and defend the VILLAGE or any of its commissioners, officers, employees, or agents from and against any and all liability, suits, claims, demands, causes of action, judgments, and damages, including attorney's fees and costs, arising out of or in any way related to any loss, damage, injury, death, or loss or damage to property resulting from any negligent, willful and wanton or intentional acts or omissions in connection with the design, construction, and installation of the proposed roadway resurfacing, including but not limited to the TOWNSHIP'S performance of its obligations under this Agreement.

**SECTION 4 – VILLAGE'S OBLIGATIONS.** In conjunction with the construction of the Roadway Improvements, the VILLAGE shall:

a. The VILLAGE agrees that, except as provided herein, the design, materials, installation, and construction of the Roadway Improvements shall be within the sole discretion, supervision, control and direction of the TOWNSHIP.

b. The VILLAGE agrees to reimburse the TOWNSHIP the costs associated with the construction of the roadway improvements within thirty (30) days of the receipt of an invoice previously reviewed and agreed upon from the TOWNSHIP.

c. To the extent authorized by law, the VILLAGE shall indemnify, hold harmless, and defend the TOWNSHIP or any of its commissioners, officers, employees, or agents from and against any and all liability, suits, claims, demands, causes of action, judgments, and damages, including attorney's fees and costs, arising out of or in any way related to any loss, damage, injury, death, or loss or damage to property resulting from any negligent, willful and wanton or intentional acts or omissions in connection with the design, construction, and installation of the proposed roadway resurfacing, including but not limited to the VILLAGE'S performance of its obligations under this Agreement.

**SECTION 5 – MISCELLANEOUS.**

a. Amendment. This Agreement may be amended or modified only by written instrument signed by both the VILLAGE and the TOWNSHIP, with any appropriate or acquired corporate action or authorization.

b. Construction. This Agreement shall be construed according to the laws of the State of Illinois and any litigation arising out of this Agreement shall be

brought in the Eighteenth Judicial Circuit, DuPage County, Illinois. The PARTIES agree that the successful party in any litigation to enforce the terms and provisions of this Agreement shall be entitled to its reasonable costs and attorney fees to enforce the terms and provisions of the Agreement.

c. Severability. It is agreed between the VILLAGE and TOWNSHIP that the provisions of this Agreement are severable. If any provision, paragraph, section, subdivision, clause, phrase, or word of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

d. Notice. Any notice required by the provisions of this Agreement shall be mailed to:

Village of Bensenville:  
Frank DeSimone, President  
12 S. Center Street  
Bensenville, IL 60106

Addison Township Highway Dept:  
Don Holod, Highway Commissioner  
411 Potter Street  
Wood Dale, IL 60191

e. Entire Agreement. This Agreement, together with Exhibits A and B represents the entire Agreement between the VILLAGE and the TOWNSHIP and supersedes all prior negotiations, representations or agreements either written or oral.

[THIS SPACE LEFT INTENTIONALLY BLANK.]



IN WITNESS WHEREOF, the PARTIES to this Agreement have entered their hands and seals on the date above and by the same acknowledge that they have read and understand this Agreement and intend to be bound by its terms.

VILLAGE OF BENSENVILLE

ADDISON TOWNSHIP

\_\_\_\_\_  
Frank DeSimone  
Village President

\_\_\_\_\_  
Don Holod  
Highway Commissioner

Attest:

Attest:

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

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

DRAFT



EXHIBIT A

Tabulation of Bids

Local Public Agency: Addison Township Rd Dist. Date: 08/24/21  
 County: DuPage Time: 11:00 AM  
 Section: 21-01000-01-GM Appropriation:  
 Estimate: \$437,912.95

Name of Bidder:		Brothers Asphalt Paving, Inc.		Schroeder Asphalt Services, Inc.		Johnson Paving		Plote Construction, Inc.		K-Five Construction Corp.		Builders Paving, LLC						
Address of Bidder:		315 S Stewart Ave. Addison, IL 60101 630-458-1762		PO Box 831 Huntley, IL 60142 815-923-4380		1025 E. Addison Ct Arlington Heights, IL 60005 847-439-2025		1100 Brandt Dr. Hoffman Estates, IL 60192 847-695-9300		999 Oakmont Plaza Dr. #200 Westmont, IL 60559		4401 Roosevelt Rd. Hillside, IL 60162						
Proposal Guarantee Terms:		5% Bid Bond		5% Bid Bond		5% Bid Bond		5% Bid Bond		5% Bid Bond		5% Bid Bond						
Approved Engineer's Estimate																		
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total				
1	Aggregate Shoulders, Type B		TON	517	35.00	\$ 18,095.00	40.00	\$ 20,680.00	35.00	\$ 18,095.00	10.00	\$ 5,170.00	9.00	\$ 4,653.00	25.25	\$ 13,064.25	30.00	\$ 15,510.00
2	Bit. Materials (Tack Coat)		LBS	13,721	0.10	\$ 1,372.10	0.10	\$ 1,372.10	0.01	\$ 137.21	0.01	\$ 137.21	0.01	\$ 137.21	0.01	\$ 137.21	0.01	\$ 137.21
3	HMA Level Binder (MM), Mix N50		TON	1,956	87.00	\$ 170,772.00	60.00	\$ 118,200.00	89.50	\$ 175,002.50	60.00	\$ 52,200.00	79.00	\$ 154,820.00	63.00	\$ 55,809.00	77.00	\$ 150,810.00
4	HMA 1.5" SC Mix "D" N50		TON	1,900	77.00	\$ 146,390.00	81.00	\$ 153,810.00	77.00	\$ 146,390.00	72.00	\$ 136,800.00	79.00	\$ 150,100.00	80.00	\$ 152,000.00	74.00	\$ 140,600.00
5	HMA - Hot in Place Recycling		SQ YD	21,122	3.95	\$ 83,431.90	5.50	\$ 116,171.00	5.50	\$ 116,171.00	5.50	\$ 116,171.00	5.50	\$ 116,171.00	5.50	\$ 116,171.00	5.50	\$ 116,171.00
6	Asphalt Modifier		GAL	2,535	0.10	\$ 253.50	0.01	\$ 25.35	0.01	\$ 25.35	0.01	\$ 25.35	0.01	\$ 25.35	0.01	\$ 25.35	0.01	\$ 25.35
7	Drainage Structure to be Adjust.		EACH	7	500.00	\$ 3,500.00	400.00	\$ 2,800.00	750.00	\$ 5,250.00	300.00	\$ 2,100.00	750.00	\$ 5,250.00	1,250.00	\$ 8,750.00	600.00	\$ 4,200.00
8	HMA Surface Removal (2" Variable)		SQ YD	9,857	2.50	\$ 24,642.50	1.00	\$ 9,857.00	2.10	\$ 20,699.70	1.90	\$ 18,729.30	0.90	\$ 8,871.30	2.50	\$ 24,642.50	2.60	\$ 25,628.20
9	HMA Surface Removal (Butt Jts)		SQ YD	507	6.00	\$ 3,042.00	3.00	\$ 1,521.00	5.00	\$ 2,535.00	6.00	\$ 3,042.00	1.00	\$ 507.00	9.50	\$ 4,816.50	5.00	\$ 2,535.00
10	HMA Surface Removal (Drives)		SQ YD	1,073	8.00	\$ 8,584.00	4.00	\$ 4,292.00	7.50	\$ 8,047.50	6.00	\$ 6,438.00	1.00	\$ 1,073.00	24.00	\$ 25,752.00	5.00	\$ 5,365.00
11	Pavement Patching - 3" Depth		SQ YD	1,956	28.00	\$ 54,768.00	20.00	\$ 39,120.00	15.00	\$ 29,250.00	25.75	\$ 50,276.25	37.00	\$ 72,390.00	25.00	\$ 49,000.00	15.00	\$ 29,250.00
12	Thermoplastic Marking - 4"		FOOT	4,523	0.80	\$ 3,617.60	0.95	\$ 4,296.75	0.98	\$ 4,431.56	0.98	\$ 4,431.56	1.15	\$ 5,200.30	0.98	\$ 4,431.56	0.98	\$ 4,431.56
13	Thermoplastic Marking - 6"		FOOT	273	1.45	\$ 395.85	1.60	\$ 436.80	1.55	\$ 423.15	1.55	\$ 423.15	2.25	\$ 614.25	1.55	\$ 423.15	1.55	\$ 423.15
14	Thermoplastic Marking - 12"		FOOT	166	4.00	\$ 664.00	4.00	\$ 664.00	2.95	\$ 489.70	2.95	\$ 489.70	4.50	\$ 747.00	2.95	\$ 489.70	2.95	\$ 489.70
15	Thermoplastic Marking - 24"		FOOT	164	9.50	\$ 1,558.00	8.00	\$ 1,312.00	4.75	\$ 779.00	4.75	\$ 779.00	7.50	\$ 1,230.00	4.75	\$ 779.00	4.75	\$ 779.00
16	Thermoplastic Markings - L&S		SQ FT	107	9.50	\$ 1,016.50	8.00	\$ 856.00	4.75	\$ 508.25	4.75	\$ 508.25	8.00	\$ 856.00	4.75	\$ 508.25	4.75	\$ 508.25
17	Traffic Control and Protection		LS	1	20,000.00	\$ 20,000.00	12,239.71	\$ 12,239.71	24,250.00	\$ 24,250.00	39,629.48	\$ 39,629.48	60,000.00	\$ 60,000.00	22,965.00	\$ 22,965.00	10,044.58	\$ 10,044.58
<b>Total Bid:</b>		As Read		415,083.74		458,494.42		425,425.00		477,931.41		467,873.47		424,000.00				
		As Calculated		415,083.74		458,494.42		425,425.00		477,931.41		467,873.47		424,000.00				





# 2021 Addison Township Resurfacing Program

Prepared by Village of Bensenville

