



# VILLAGE OF BENSENVILLE

Village Board  
President  
Frank Soto

Trustees  
John Adamowski  
Morris Bartell  
Patricia A. Johnson  
Marlin O'Connell  
Oronzo Peccio  
Henry Wesseler

Village Clerk  
JoEllen Ridder

Village Manager  
Michael Cassidy

## Village of Bensenville, Illinois

### VILLAGE BOARD SPECIAL

### ADMINISTRATION, FINANCE, AND LEGISLATION COMMITTEE MEETING AGENDA

**6:00 P.M. – Tuesday, July 13, 2010**

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

Call to Order  
Roll Call  
Approval of Minutes  
May 18, 2010

### ACTION ITEMS

1. Consideration of a Resolution Approving Execution of a Master Warranty Arrangement with CCSi Communications
2. First Quarter Budget Review
3. As Submitted

### INFORMATIONAL ITEMS

Adjournment

Village of Bensenville  
Village Board Room  
12 South Center Street  
Bensenville, Illinois 60106  
Counties of DuPage and Cook

**DRAFT**

**MINUTES OF THE ADMINISTRATION, FINANCE AND LEGISLATION COMMITTEE**  
**MEETING**  
**May 18, 2010**

**CALL TO ORDER:** Chairman O'Connell called the meeting to order at 7:15 p.m.

**PRESENT:** Upon roll call by Deputy Village Clerk, Corey Williamsen, the following Board Members were present:

Chairman O'Connell, Wesseler

Absent: Adamowski, Peconio

A quorum was present.

Others: Trustee Bartlett, Trustee Johnson, Cassady, Pieroni, Quinn, Viger, Williamsen

**Approval of Minutes:** The April 20, 2010 Administration, Finance and Legislation Committee Minutes were presented.

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

All were in favor.

Motion carried.

**Server Hardware:** Village Manager, Michael Cassady, presented to the committee a resolution authorizing the purchase of server hardware and a Microsoft Enterprise service agreement. Prescient Solutions recommendation is to upgrade the server system within the Village of Bensenville. CDW submitted the lowest bid. All computers will be upgraded with proper software. This is a budgeted item. Staff recommends approval.

**DRAFT**

Minutes of the Administration, Finance and Legislation Committee Meeting  
April 20, 2010 Page 2

Motion: Chairman O'Connell made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Wesseler seconded the motion.

ROLL CALL: AYES: Chairman O'Connell, Wesseler

NAYS: None

All were in favor.

Motion carried.

**ADJOURNMENT:** Chairman O'Connell made a motion to adjourn the meeting. Trustee Wesseler seconded the motion.

All were in favor.

Motion carried.

Chairman O'Connell adjourned the meeting at 7:20 p.m.

Corey Williamsen

Deputy Village Clerk

**PASSED AND APPROVED**

by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_ day, June 2010

**TYPE:** Purchase **SUBMITTED BY:** Andrew Schaeffer **DATE:** 07-06-2010

**DESCRIPTION:** Renewal of CCSi telephone systems support.

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

**COMMITTEE ACTION:**

**DATE:**

**BACKGROUND:** CCSi (Custom Communication Systems, Inc.) has been servicing the Village's landline Tadiran telephone system since July of 2009. We entered into a 1 year service agreement in August of 2009. CCSi has been a great asset to the Village and is very responsive whenever an outage has occurred. They have saved the Village a lot of downtime due to the older phone equipment. Under the maintenance agreement they have replaced and upgraded much of the hardware and software.

**KEY ISSUES:** Village's phone system requires consistent maintenance and ongoing support to remain operational for residents and employees.

**ALTERNATIVES:** Do not renew maintenance agreement and pay on time of material basis. Risks of doing this include downtime, expensive parts replacement and non-priority service support.

**RECOMMENDATION:** Renewal of maintenance agreement for 1 year.

**BUDGET IMPACT:** \$18,900

**ACTION REQUIRED:** Committee recommendation to the board to proceed with renewal.

RESOLUTION NO.

A RESOLUTION APPROVING EXECUTION OF A  
MASTER WARRANTY ARRANGEMENT WITH CCSi COMMUNICATIONS

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

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

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

WHEREAS, CCSi Communications has provided the VILLAGE a Master Warranty Agreement to cover parts and labor to ensure the proper functioning of the VILLAGE'S telephone system for a period of twelve months; and

WHEREAS, such assistance is necessary to the proper maintenance and function of the telephone system; and

WHEREAS, for this purpose, the VILLAGE has determined that it is reasonable, necessary, and desirable to enter into the Master Warranty Agreement with CCSi Communications, which Agreement is attached hereto and incorporated herein by reference as Exhibit "A."

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

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

SECTION TWO: The Village President is hereby authorized and directed to execute

on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto, the Agreement attached hereto and incorporated herein by reference as Exhibit "A."

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 13th day of July, 2010.

APPROVED:

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Frank Soto, Village President

ATTEST:

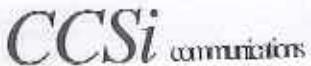
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JoEllen Ridder, Village Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_



June 2010

Village of Bensenville  
12 South Center Street  
Bensenville, IL 60106

Dear Ladies and Gentlemen:

Please find enclosed with this letter:

A proposed "Master Warranty Agreement" Twelve-Months of coverage – Includes:

- All repair labor used during CCSi Normal Business Hours defined as:
  - 8 am to 4:30 pm; Monday through Friday
- Advance Parts Replacement on all Covered Equipment & Software
- Excludes Weekends & Holidays
- Includes reasonable Wide Area Network and Carrier Problem Trouble Shooting.
- A maximum of 2 (two) service calls to be performed on weekends/nights (holidays excluded) for up to a total of 5 labor hours.

If you should have any questions or concerns, please feel free to call me. Also, please understand that service issues known prior to the beginning of this agreement are not covered and will be taken care of on a time and material basis.

Thanks again for your business, we appreciate your continued confidence in our service offering.

Best regards,  
Klaus Germann

July 6, 2010

**Master Warranty Agreement**

STARTING: 08 / 31 / 2010

ENDING: 08 / 30 / 2011

**WARRANTY TERMS / CONDITIONS**

1. CCSi shall provide repair and maintenance service to Village of Bensenville, which shall include all material and labor on equipment and software listed in Exhibit A - "Covered Equipment & Software". All services shall be provided within CCSi normal business hours. Normal business hours shall be defined as Monday through Friday (excluding holidays); 8 am to 4:30 pm. The Village of Bensenville will also be entitled to request up to 2 service calls outside of CCSi normal business hours. The total number hours of labor coverage for both calls combined shall not exceed 5 hours. Additional labor hours provided outside of CCSi's normal business hours will be billed at \$180 per hour.
2. In case of a major malfunction, CCSi shall, within CCSi normal business hours, immediately assign a certified technician to repair the problem as soon as reasonably possible during CCSi normal business hours. A major malfunction is defined as (1) loss of use of a console (2) loss of 50% or more of incoming or outgoing telephone service (3) loss of station-to-station service within the customer's system (4) loss of any station crucial to the customer's operation.
3. In case of a minor malfunction, CCSi shall respond within 48 hours. Repairs shall be completed as soon as reasonably possible during CCSi normal business hours. A minor malfunction is defined as any problem with the system and/or equipment other than major malfunction.  
All parts replacement is included
4. This Agreement shall be void, if the equipment is damaged or otherwise rendered defective or inoperable as a result of the negligence, tampering or other acts of customer, its agents, employees, or any other party, or acts of GOD.
5. Exclusions: See attached Exhibit B - "Equipment & Software Excluded from Coverage"
6. Payment in the amount of \$18,900.00 is due in full and in advance upon execution of this Master Warranty Agreement

ACCEPTED:

ACCEPTED

PRINTED NAME & TITLE

DATE

PRINTED NAME & TITLE

DATE

SIGNATURE VILLAGE OF BENSENVILLE

SIGNATURE CCSI

July 6, 2010

Exhibit A - "Covered Equipment & Software"

**Village Hall**

CPS	
4GC	
MEX-IP V 14.66.11	
RPS	
PPS	
0/4	PRI23
0/5	PRI23
0/8	PRI23
0/9	24SFT
0/10	24SDT
0/11	16SKD
0/12	8S/S
0/13	24SLS
0/14	8T
0/15	8DTR/S
0/16	CONF
0/17	NO_CARD
0/18	RMI/S RMT
RPS	
PPS	
2/4	PRI23
2/6	PRI23
2/7	4VS
2/8	PRI23
2/17	UGW
2/18	C3WAY

Peripherals & Other Covered Items

4 PRI CSU's; 1 WiCMC 16 Port + 2 Fax V 2.2.75.0; All telephone instruments connected to the system; Call Accounting System

July 6, 2010

**Police**

RPS	RPS
PPS	PPS
CS	MEX-IP V 14.66.24
HDC	
0 / 2	PRI23
0 / 3	PRI23
0 / 5	16SKD
0 / 6	16SKD
0 / 7	16SDT
0 / 8	16SDT
0 / 9	16SDT
0 / 10	16S/S
0 / 11	16SH/S
0 / 12	8T
0 / 16	8DRCM

Peripherals & Other Covered Items

2 PRI CSU's; All telephone instruments connected to the system

**Water Treatment**

APSsl	
CNSsl	
MCPsl V 11.10.18	
0 / 1	8T/PFsl
0 / 4	16SFTsl
0 / 5	8F/8Ssl
RNGslx	
1 / 2	PRI23
1 / 3	PRI23

Peripherals & Other Covered Items

1 PRI CSU; 1 Fiber Modem; All telephone instruments connected to the system

**Public-Works**

APSsl	
CNSsl	
MCPsl V 11.10.18	
0 / 1	4T/PFsl
0 / 2	PRI23sl
0 / 3	PRI23sl
0 / 4	16SFTsl
0 / 5	8D8Ssl
1 / 1	24SDT
1 / 3	PRI23

Peripherals & Other Covered Items

3 Fiber Modem

All telephone instruments connected to the system

July 6, 2010

**Edge I**

APSSl  
CNSsl  
MCPsl V 11.10.18  
0 / 1 4T/PFsl  
0 / 5 8D8Ssl  
RNGsIx  
1 / 3 PRI23

Peripherals & Other Covered Items

1 Fiber Modem; All telephone instruments connected to the system

**Edge II**      Equipment Room needs light

APSSl  
CNSsl  
MCPsl V 14.66.24  
0 / 1 4TPPFsl  
0 / 4 16SDTsl  
0 / 5 8D8Ssl  
RNGsIx  
1 / 1 24SDT  
1 / 2 24SFT  
1 / 3 PRI23  
RNGsIx  
1 / 5 16SH/S  
1 / 7 PRI23

Peripherals & Other Covered Items

1 Fiber Modem; 1 CSU; All telephone instruments connected to the system

July 6, 2010

## Exhibit B - "Equipment & Software Excluded from Coverage"

Village Hall	0 / 3	RSIM 3	to be removed from system
Village Hall	2 / 3	RSIM 3	to be removed from system
Village Hall	2 / 7	4 VSN	manufacturer discontinued
Public Works		Battery Back-up	Batteries are excluded
Edge 1		Battery Back-up	Main cabinet Batteries are excluded
Edge 1		Battery Back-up	Expansion cabinet Batteries are excluded
Edge 1	0/3		2SKW MSL (to be removed from system)
Edge 1		Coral Air	manufacturer discontinued
Edge 2		Battery Back-up	Main cabinet Batteries are excluded
Edge 2		Battery Back-up	Expansion cabinet Batteries are excluded
Edge 2		Battery Back-up	2nd Expansion cabinet Batteries are excluded
Edge 2	0 / 2	4skw/Psl	to be removed from system
Edge 2	0 / 3	4skw/Pmsl	to be removed from system
Edge 2		Coral Air	manufacturer discontinued

TYPE: OrdinanceSUBMITTED BY: Denise PieroniDATE: 07/13/10DESCRIPTION: First Quarterly Review of and Third (3<sup>rd</sup>) Amendment to the 2010 Budget.**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

ASSIGNED COMMITTEE: Administration, Finance &amp; Legislation

DATE: 07/09/10**BACKGROUND:**

A comprehensive amendment to the 2010 budget was approved in March of 2010. This amendment provided for certain restructuring and also served to transition the Village to a calendar fiscal year. The transition process continues and should be completed in advance of the commencement of the 2011 budget process. Presented for Committee review at this time is the first quarterly report for the transition period. This report focuses on the major operating funds (General and Utility (Water & Sewer and StormWater) as well as the Capital Improvement Fund. Copies of the more detailed reports are included in the Finance Department Report. The following are summaries of current status of these funds:

	<i>Amended Budget 05/09 - 12/10</i>	<i>Encumbrances thru 06/30/2010</i>	<i>Available Budget as of 07/01/10</i>
<i>General Fund Summary</i>			
Revenues/Transfers	27,844,796	18,838,903	9,005,893
Expenditures	27,456,600	18,523,160	8,933,440
<i>Revenues/Transfers over(under) Expenditures</i>	<b>388,196</b>	<b>315,743</b>	
		<i>Actuals/</i>	
	<i>Amended Budget 05/09 - 12/10</i>	<i>Encumbrances thru 06/30/2010</i>	<i>Available Budget as of 07/01/10</i>
<i>Water &amp; Sewer Fund Summary</i>			
Revenues/Transfers	15,096,467	11,214,222	3,882,245
Expenditures	15,139,912	8,611,298	6,528,614
<i>Revenues/Transfers over(under) Expenditures</i>	<b>(43,445)</b>	<b>2,602,924</b>	
		<i>Actuals/</i>	
	<i>Amended Budget 05/09 - 12/10</i>	<i>Encumbrances thru 06/30/2010</i>	<i>Available Budget as of 07/01/10</i>
<i>StormWater Fund Summary</i>			
Revenues/Transfers	159,942	504	159,438
Expenditures			
<i>Revenues/Transfers over(under) Expenditures</i>	<b>(159,942)</b>	<b>(504)</b>	
		<i>Actuals/</i>	<i>Available</i>
	<i>Amended Budget 05/09 - 12/10</i>	<i>Encumbrances thru 06/30/2010</i>	<i>Budget as of 07/01/10</i>
<i>Capital Improvement Fund Summary</i>			
Revenues/Transfers	5,650,020	4,560,519	1,089,501
Expenditures	4,504,476	817,314	3,687,162
<i>Revenues/Transfers over(under) Expenditures</i>	<b>1,145,544</b>	<b>3,743,205</b>	

**KEY ISSUES:**

Following the adoption of the March 16<sup>th</sup> amendment to the budget it was discovered that the additional funds needed to cover the cost of the PACE program for the full 20 month period were not picked up in the amendment

due to a formula error. An amendment to the budget to cover this additional cost is recommended. Based on our analysis of the General Fund, we should be able to cover this cost with current revenues. Additionally, the amendment also establishes expenditure levels within the newly established Special Service Area and TIF Funds. These expenditure levels are consistent with the advances already approved by the Board.

**ALTERNATIVES:**

- Discretion of Committee/Board

**BUDGET IMPACT:** This amendment would increase the 2010 General Fund Operating budget by \$180,000 which would be covered by the currently projected year-end balance within this fund. The \$255,000 to be allocated amongst the Special Projects CIP budget would be ultimately covered by the revenues derived by those funds.

**ACTION REQUIRED:** Committee review of the financial reports and recommendation to the Village Board on the proposed budget amendment. Following a report on the findings of the Committee on this matter, Board action on the Ordinance approving the 3<sup>rd</sup> amendment to the 2010 budget.

VILLAGE OF BENSENVILLE

ORDINANCE NO. 10-\_\_\_\_\_

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THIRD AMENDMENT TO THE VILLAGE OF BENSENVILLE, ILLINOIS  
FISCAL YEAR 2010 BUDGET

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ADOPTED BY THE CORPORATE AUTHORITIES OF THE  
VILLAGE OF BENSENVILLE THIS 13<sup>th</sup> DAY OF JULY, 2010

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Published in pamphlet form by authority of the Corporate Authorities of the  
Village of Bensenville, Illinois, this \_\_\_\_\_ day of July 2010

ORDINANCE NO. \_\_\_\_\_  
**THIRD AMENDMENT TO THE VILLAGE OF BENSENVILLE**  
**FISCAL YEAR 2010 BUDGET**

WHEREAS, the Annual Budget of the Village of Bensenville for the Fiscal Year 2010 was approved on December 9, 2008 and amended on April 30, 2009 and March 16, 2010 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 2010 adopted by the Board of Trustees on December 8, 2008 by Ordinance No. 101-2008 and subsequently amended by Ordinance No. 29-2009 and Ordinance No. 28-2010 is hereby further amended as follows:

Fund/Dept/Division	Category	Current Budget	Increase(Decrease)	Adjusted Budget
General Fund (110)				
PW Admin - PACF	Contractual Services	249,207	175,000	424,207
PW Admin - PACE	Commodities	17,500	5,000	22,500
			<b>180,000</b>	
Total General Fund Adj				
SSA 3 (332)	Professional Services	-	10,000	10,000
SSA 4 (334)	Professional Services	-	17,500	17,500
SSA 5 (335)	Professional Services	-	5,000	5,000
SSA 6 (336)	Professional Services	-	17,500	17,500
SSA 7 (337)	Professional Services	-	15,000	15,000
SSA 8 (338)	Professional Services		10,000	10,000
SSA 9 (339)	Professional Services		30,000	30,000
TIF 13 (379)	Professional Services		150,000	150,000

**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 13<sup>th</sup> DAY OF JULY 2010, BY ROLL CALL VOTE AS FOLLOWS:

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

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

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

RECUSE: \_\_\_\_\_

APPROVED THIS \_\_\_\_\_ DAY OF JULY 2010

\_\_\_\_\_  
Frank Soto, Village President

ATTESTED AND FILED THIS \_\_\_\_\_ DAY OF JULY 2010.

\_\_\_\_\_  
Village Clerk

Published in Pamphlet form this \_\_\_\_\_ Day of July 2010.



# VILLAGE OF BENSENVILLE

Village Board  
President  
Frank Solo

Trustees  
John Adamowski  
Morris Bartell  
Patrick A. Johnson  
Martin O'Connell  
Oronzo Peonio  
Henry Wascler

Village Clerk  
Jo Ellen Ridder

Village Manager  
Michael Cassidy

## Village of Bensenville, Illinois

### SPECIAL VILLAGE BOARD

### INFRASTRUCTURE AND ENVIRONMENT

### COMMITTEE MEETING

### AGENDA

**6:15 P.M. – Tuesday, July 13, 2010**

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

- Call to Order
- Roll Call
- Approval of Minutes

June 15, 2010

### Action Items

1. Consideration of a Resolution Authorizing the Village Manager to Issue a Purchase Order and Contract to Earthwerks Corporation for Veterans Park Stormwater and Public Safety Building Parking Lot Improvements
2. Consideration of a Resolution Authorizing the Village Manager to Issue a Purchase Order and Other Associated Documents to True North Consultants for the Bensenville Fire District Stage I Investigation
3. As Submitted

### INFORMATIONAL ITEMS

### ADJOURNMENT

**DRAFT**

Village of Bensenville  
Village Board Room  
12 South Center Street  
Bensenville, Illinois 60106  
Counties of DuPage and Cook

**MINUTES OF THE INFRASTRUCTURE AND ENVIRONMENT COMMITTEE**  
**June 15, 2010**

**CALL TO ORDER:** Chairman Wesseler called the meeting to order at 7:40 p.m.

**PRESENT:** Upon roll call by Deputy Village Clerk, Corey Williamsen, the following Board Members were present:

Chairman Wesseler, Adamowski, Bartlett, O'Connell

Absent: None

A quorum was present.

Others: Trustee Johnson, Trustee Peconio, Cassady, Kosman, Pieroni, Quinn, Viger, Williamsen

**Approval of Minutes:** The May 18, 2010 Infrastructure and Environment Committee Meeting minutes were presented.

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

All were in favor.

Motion carried.

**Utility Connections:** Director of Public Works, Paul Quinn, presented to the Committee an ordinance amending the village code regulating utility connections in the public right of way.

**Motion:** Trustee Bartlett made a motion to approve this item for placement on a future Village Board Meeting agenda for action. Trustee O'Connell seconded the motion.

**DRAFT**

Minutes of the Infrastructure and Environment Committee Meeting  
June 15, 2010 Page 2

ROLL CALL: AYES: Chairman Wesseler, Adamowski, Bartlett, O'Connell

NAYS: None

All were in favor.

Motion carried.

**True North  
Consultants:**

Director of Public Works, Paul Quinn, presented to the Committee a resolution authorizing professional consulting agreement with True North Consulting for the Public Works Faculty storage tank closure.

Motion: Trustee Bartlett made a motion to approve this item for placement on a future Village Board Meeting agenda for action. Trustee O'Connell seconded the motion.

ROLL CALL: AYES: Chairman Wesseler, Adamowski, Bartlett, O'Connell

NAYS: None

All were in favor.

Motion carried.

**Prevailing  
Wage:**

Director of Public Works, Paul Quinn, presented to the Committee an ordinance determining the annual prevailing wage.

Motion: Trustee Bartlett made a motion to have staff draft an ordinance and present it to the Committee at a future meeting. Trustee Adamowski seconded the motion.

ROLL CALL: AYES: Chairman Wesseler, Adamowski, Bartlett, O'Connell

NAYS: None

All were in favor.

Motion carried.

**DRAFT**

Minutes of the Infrastructure and Environment Committee Meeting  
June 15, 2010 Page 3

**Purchase of Equipment:** Director of Public Works, Paul Quinn, presented to the Committee a resolution for the procurement of specialized equipment (vactor) through the suburban purchase cooperative. This item is budgeted for.

**Motion:** Trustee Bartlett made a motion to have staff draft an ordinance and present it to the Committee at a future meeting. Trustee Adamowski seconded the motion.

**ROLL CALL:** AYES: Chairman Wesseler, Adamowski, Bartlett, O'Connell

NAYS: None

All were in favor.

Motion carried.

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

All were in favor.

Motion carried.

Chairman Wesseler adjourned the meeting at 8:20 p.m.

Corey Williamsen

Deputy Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_\_ day, July 2010

TYPE: Resolution

SUBMITTED BY: Paul Quinn

DATE: July 6, 2010

**DESCRIPTION:** Resolution authorizing the Village Manager to enter into a contract with Earthwerks Corporation for the construction of stormwater improvements at Veterans Park, the Intersection of Green Street and Church Road and the resurfacing of the Public Safety Building parking lot

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

COMMITTEE ACTION:

DATE: July 13, 2010

**BACKGROUND:** The Veterans Park flood mitigation project provides flood relief to properties in and around the intersection of Green Street and Church Road. A number of these properties experience floodwater inundation in both yards and structures. The cause is due to the METRA rail that acts as a dike within the silver creek drainage basin. Our engineer's recommendation identified a number of improvements that include storm water storage to minimize floodwater impact, the installation of larger stormwater entry structures for efficient floodwater removal, and residential earthen mounding along low structure entry points.

**KEY ISSUES:** Staff opened bids on June 23, 2010 for the construction of stormwater improvements at Veterans Park, Green and Church Road intersection and the resurfacing of the Public Safety Building parking lot (represented as alternate bid). Earthwerks Corporation of Batavia, Illinois submitted the lowest and most responsible bid of \$283,807.50. The bids are as follows:

Name	Base Bid	Alternate Bid
Earthwerks Corporation	\$215,606.50	\$68,201.00
Copenhaver Construction	\$266,386.00	\$74,377.50
Martam Construction	\$335,492.00	\$78,311.00
John Neri Construction	\$353,745.00	\$84,440.00
Kovilic Construction	\$398,311.00	\$102,800.00
A Lamp Concrete	\$469,415.00	\$78,407.50

**ALTERNATIVES:**

1. Authorize the Village Manager to execute an agreement
2. Discussion of the Committee

**RECOMMENDATION:** Staff recommends the Village Board approve the base and alternate bid from Earthwerks Corporation and the alternate bid for the resurfacing of the Public Safety Building

**BUDGET IMPACT:** Project funds are available in the 2010 budget

**ACTION REQUIRED:** Motion to approve a resolution authorizing the Village Manager to execute a purchase order and other associated documents to Earthwerks Corporation of Batavia, Illinois for \$283,807.50.



# Village of Bensenville

Veterans Park & Public Safety Building 2010 Improvements



**Resolution No.**

**Authorizing the Execution of a Purchase Order and Contract to Earthwerks Corporation for Stormwater Improvements at Veterans Park and Parking Lot Resurfacing of the Public Safety Building**

**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 Earthwerks Corporation of Batavia, Illinois for the construction of stormwater improvements and parking lot resurfacing for \$283,807.50.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, Illinois, \_\_\_\_\_, 2010.

**APPROVED:**

Frank Soto  
Village President

**ATTEST:**

JoEllen Ridder, Village Clerk

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

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

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

Name	Base Bid	Alternate Bid
Earthwerks Corporation	\$215,606.50	\$68,201.00
Copenhaver Construction	\$266,386.00	\$74,377.50
Martam Construction	\$335,492.00	\$78,311.00
John Neri Construction	\$353,745.00	\$84,440.00
Kovilic Construction	\$398,311.00	\$102,800.00
A Lamp Concrete	\$469,415.00	\$78,407.50

TYPE: Resolution

SUBMITTED BY: Paul Quinn

DATE: 7/7/10

DESCRIPTION: Resolution to approve Stage I Investigation at the Bensenville Fire District LUST Incident Site # 2010-0251

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input checked="" type="checkbox"/>	<i>Financially Stable Government</i>	<input checked="" type="checkbox"/>	<i>Safe Place to Live</i>
<input checked="" type="checkbox"/>	<i>Cost Effective Services Responsive to Citizens</i>	<input type="checkbox"/>	<i>Downtown as a Community Focal Point</i>
	<i>Open Government w/ Involved Citizens</i>	<input type="checkbox"/>	<i>Regional Partnerships</i>

COMMITTEE ACTION:

DATE: July 13, 2010

**BACKGROUND**

The Village was required to remove two 600-gallon underground fuel tanks from the Fire District property located at 500 South York Road. Removal activities were completed on March 18, 2010 under the supervision of the Office of the State Fire Marshall (OSFM). Upon removal, and based on the site conditions, the OSFM determined that a release occurred after which our consultant requested an incident number from the Illinois Emergency Management Agency (IEMA) and was issued LUST #2010-0251. Because of the release, the Village is required to conduct a Stage I Site Investigation in accordance with the Environmental Protection Act and 35 Illinois Administrative Code.

**KEY ISSUES:**

The Stage I Site Investigation is designed to gather initial information regarding the extent of on-site soil and groundwater contamination that has resulted from a release. Specific requirements include soil borings and the collection of soil samples at required depths. Additionally, the regulation specifies the number of groundwater wells and samples. Provided the samples do not exceed Tier I remediation objectives, a Site Investigation Completion Report (SICR) can be submitted with a Corrective Action Plan for approval by the Illinois Environmental Protection Agency (IEPA). If samples exceed Tier I remediation objectives then a Stage II Site Investigation will be required.

The attached proposal from True North Consultants provides services that include the Stage I Investigation, Stage I Reporting, and LUST Fiscal Reporting. Additionally, the proposal includes soil borings, installation of groundwater monitoring wells, soil samples, and groundwater samples. The proposal expense totals \$19,600, is in line with IEPA requirements, and is eligible for LUST Fund reimbursement. The reimbursement will most likely occur in 2011.

**RECOMMENDATION:**

Staff recommends approval of the environmental services contract with True North Consultants of Warrenville, Illinois for the Stage I Site Investigation at the Bensenville Fire District.

**BUDGET IMPACT:**

A budget transfer will be required to for the expense of the Stage I Site Investigation.

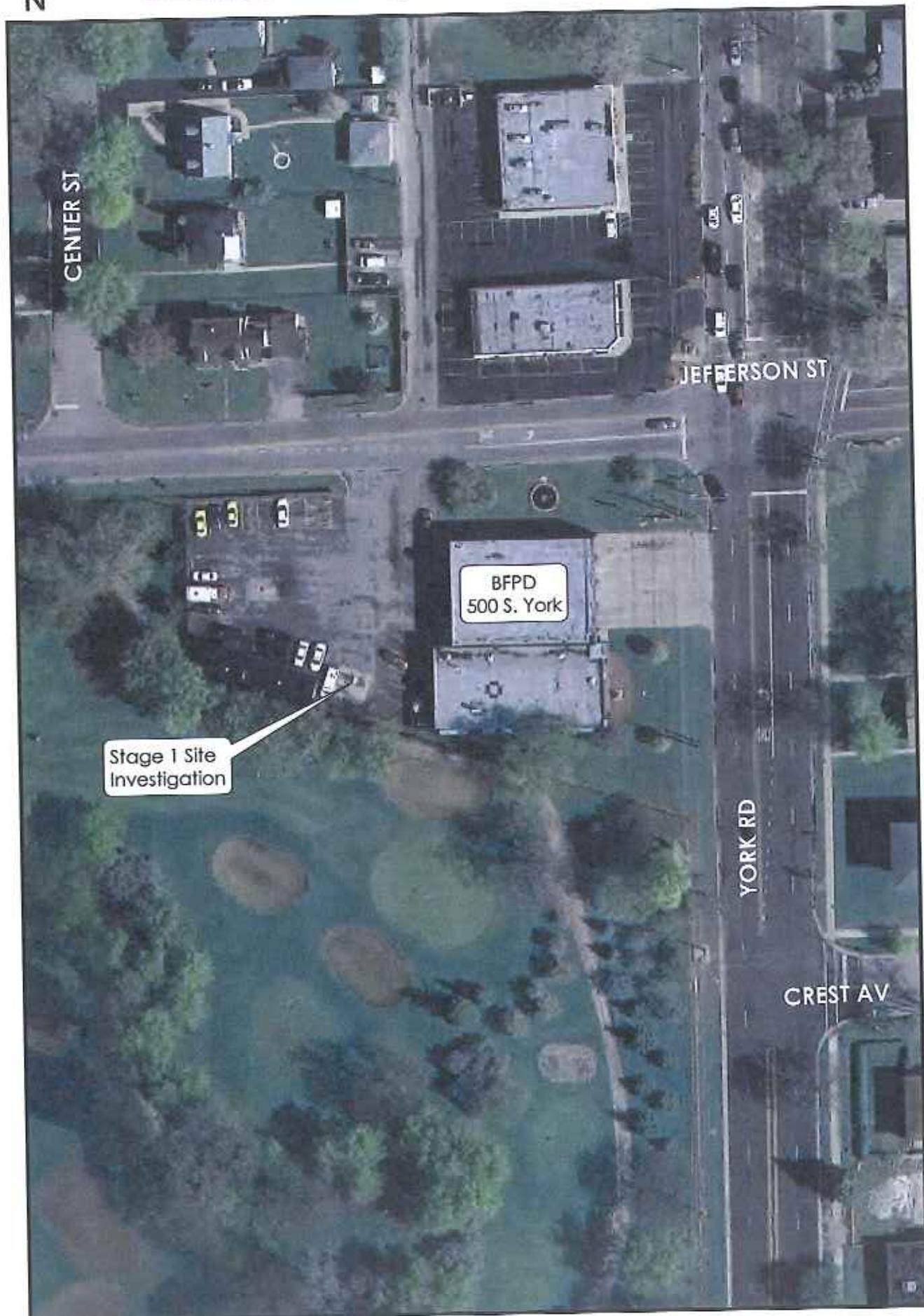
**ACTION REQUIRED:**

Motion to approve a Resolution authorizing the Village Manager to execute a purchase order and other associated documents for environmental services with True North Consultants for \$19,600



# Village of Bensenville

Location for Stage One Site Investigation



**Resolution No.**  
**Authorizing the Execution of a Purchase Order and**  
**Environmental Consultant Services Agreement for the Bensenville Fire District**  
**Stage I Site Investigation to True North Consultants**

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 for environmental consultation services to True North Consultants of Warrenville, Illinois for \$19,600.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, \_\_\_\_\_, 2010.

APPROVED:

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Frank Soto  
Village President

ATTEST:

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JoEllen Ridder  
Village Clerk

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

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

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

June 14, 2010

Mr. Michael Cassady  
Village Manager  
Village of Bensenville  
12 South Center Street  
Bensenville, IL 60106

**RE: Proposal for Stage I Site Investigation & Reporting  
Bensenville Fire Station #1; LUST Incident #10-0251  
500 South York Road, Bensenville, Illinois 60106  
Proposal #TIO-029**

Dear Mr. Cassady:

True North Consultants, Inc. (True North) is pleased to provide this proposal to perform Leaking Underground Storage Tank (LUST) assessment and reporting activities at the Bensenville Fire Station #1 facility located at 500 South York Road in Bensenville, DuPage County, Illinois (the Site).

The following sections of this proposal present background information, scope of services, estimated costs, schedule, and limitations.

## **BACKGROUND**

As part of the Village's divestiture of the BFD facility to the Bensenville Fire Protection District, the Village required the removal of the existing underground storage tank (UST) system (600-gallon diesel and 600-gallon gasoline UST). Removal activities were completed on March 18, 2010 under the supervision of the Office of the State Fire Marshal (OSFM) and True North. Upon removal of the USTs, the OSFM inspector determined that a release had occurred based on the presence of staining and odors within the pea gravel fill. True North personnel requested, on behalf of the Village, an incident number from the Illinois Emergency Management Agency (IEMA). LUST incident #10-0251 was issued for the release. As a result of the release, True North collected soil confirmation samples from the accessible walls and floor of the excavation to determine the extent of impact from the release. True North prepared and submitted the required 20-Day Certification and 45-Day Report per the requirements of IEPA 35 Illinois Administrative Code (IAC) 734, *Leaking Underground Storage Tank (LUST) Program* (734), for IEPA review. The results of confirmation sampling were summarized in the 45-Day Report. In addition to submitting the 20-Day Certification

and 45-Day Report, an Eligibility and Deductible (E&D) Application was submitted to the OSFM to determine the Village's eligibility for LUST funding. The OSFM indicated in a June 2, 2010 correspondence that the Village was eligible for LUST funding with a \$10,000 deductible. Therefore, the Village shall be entitled to reimbursement of all eligible and approved costs beyond the \$10,000 deductible. Based on the findings of UST removal confirmation sampling, a Stage 1 Site Investigation must be performed in conformance with 35 IAC 734.315. Depending on results of the Stage 1 Site Investigation, additional investigations (Stage 2 and 3 per 35 IAC 734.320 and 734.325) may be necessary to delineate the extent of contamination.

## SCOPE OF SERVICES

The following tasks describe the necessary steps to perform a Stage 1 site investigation and reporting activities.

### *Task 1: Stage 1 Site Investigation*

True North will perform a Stage 1 Site Investigation (Stage 1) in conformance with the requirements of 1EPA 35 Illinois Administrative Code (IAC) 734, *Leaking Underground Storage Tank (LUST) Program* (734), United States Environmental Protection Agency (USEPA) SW-846, "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods", ASTM E1903-97 standard, "Standard for Environmental Site Assessments: Phase II Environmental Site Assessment Process", and Occupational Health & Safety Administration (OSHA) 1910 Standards. The Stage 1 activities will be completed to gather initial information regarding the extent of the on-site soil and groundwater contamination that, as a result of the release, exceeds the most stringent Tier 1 remediation objectives of 35 IAC 742, *Tiered Approach to Corrective Action Objectives* (TACO).

True North will subcontract an environmental drilling contractor to perform environmental drilling services. The contractor will contact JULIE at least 48 hours in advance of drilling activities to secure an underground utility locate at the Site. The contractor will utilize a truck-mounted geoprobe unit and hollow-stem auger to complete all subsurface drilling activities. True North anticipates completing up to seven (7) soil borings in the vicinity of the former UST system of the Site. One of the soil borings is anticipated to be completed as a two-inch permanent monitoring well. The soil borings will be advanced to a depth of approximately 10 to 25 feet below ground surface (bgs).

Soil will be continuously sampled from grade to the end of borings for characterization in accordance with the Unified Soil Classification System (USCS). Representative soil samples will be screened with a calibrated photoionization detector (PID) with a 10.6eV lamp to determine the presence of photoionizable vapors that are potentially indicative of the presence

of VOC compounds in the soil. All downhole equipment will be decontaminated between each probe point with distilled water and liqui-nox solution and a distilled water rinse.

One soil sample will be collected from each five-foot interval of each soil boring. Soil samples registering the highest PID concentration within each five-foot interval will be retained for laboratory analysis. If no elevated PID readings are encountered within each five-foot interval, one soil sample will be collected from the center of the five-foot interval and submitted for laboratory analysis. All soil samples selected for laboratory analysis will be placed in laboratory provided containers, labeled, placed in a cooler with ice, and logged on a chain of custody form. The soil samples will be transported under chain-of-custody to a National Environmental Laboratory Accreditation Conference (NELAC) accredited laboratory. The samples will be analyzed within the standard turnaround time following Level II Quality Assurance/Quality Control (QA/QC) protocols. The indicator contaminants have been identified as benzene, ethylbenzene, toluene and total xylenes (BTEX), methyl-tertiary butyl ether (MTBE) and polynuclear aromatic hydrocarbons (PNAs). The following presents the number of soil samples to be analyzed for each parameter:

- Up to twenty-two (22) samples for BTEX/MTBE, USEPA Method 8260B. Soil samples will be preserved in the field following USEPA Method 5035 protocols.
- Up to twenty-two (22) samples for PNAs, USEPA Method 8270C.
- Up to two (2) total organic carbon samples, ASTM-D 2974-87

Four existing permanent monitoring wells (MW1, MW3, MW5 and MW6) from the closure of LUST Incident # 99-2754 remain at the Site. These wells along with the installation of the additional monitoring well will be purged, developed and sampled for the indicator contaminants referenced above.

In order to achieve the specific technical and data quality objectives and goals needed to identify and characterize potential BETX, MTBE and PNA soil and groundwater contamination, True North will collect one blind duplicate soil and groundwater sample. Additionally, a trip blank will be analyzed for BTEX and MTBE as part of the sampling event.

### **Task 2: Stage I Reporting**

True North will evaluate the results of the Stage 1 activities to determine if soil and groundwater results exceed the most stringent Tier 1 Soil Remediation Objectives (SROs) and Groundwater Remediation Objectives (GROs) identified in 742 for the applicable indicator contaminants. If one or more sample results exceed the most stringent Tier 1 SROs or GROs in 742, then True North will prepare and submit a Stage 2 site investigation plan and budget in accordance with 734.320. If no exceedances are identified, then True North will prepare and submit a Site Investigation Completion Report (SICR) per 734.330. Upon completion and

submittal of SICR, True North will prepare and submit a Corrective Action Plan (CAP) and budget per 734.835 to the IEPA for approval.

### ***Task 3: LUST Fiscal Reporting***

True North will assist the Village will preparing and submitting the required LUST fiscal documentation to secure reimbursement of approved early action (UST removal, 20-Day and 45-Day reporting activities) and Stage 1 activities.

### **PROJECT COSTS**

True North proposes to conduct the above scope of services provided above in accordance with the following time and material estimates:

Service	Quantity	Units	Rate	Total
<i>Task 1: Stage 1 Investigation</i>	1	T&M	IEPA Approved	\$13,000
Site Investigation Completion Report	1	T&M	IEPA Approved	\$3,900
<i>Task 2: Stage 1 Reporting</i>	1	T&M	IEPA Approved	\$1,500
<i>Task 3: LUST Fiscal Reporting</i>	1	T&M	IEPA Approved	\$1,200
<i>Total Estimated Cost of Services</i>				<b>\$19,600</b>

**NOTES:**

(est.) = estimated

Estimated quantities are based on available information and experience with similar UST removal projects.

T&M = Time and Materials based on Maximum Allowable Payment Amounts (July 1, 2010 and June 30, 2011) identified in 35 IAC 734 LUST Program.

Should the Village or IEPA request a change in the scope-of-work, or should circumstances render the current estimate invalid, a new estimate will be prepared and mutually agreed to in writing before further work proceeds. Our Schedule of Terms and Conditions shall apply to the proposed work and is attached for your review. Written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed.

### **SCHEDULE**

True North can proceed with the above scope of work within one week of project authorization. True North anticipates up to three (3) days of field activities to complete the required sampling. The SICR will be completed within four weeks of Site sampling activities. LUST Fiscal documentation for early action activities will be submitted within two (2) weeks of authorization to proceed.

## LIMITATIONS & QUALIFICATIONS

It is assumed for purposes of this estimate that access to the property is available during normal working hours and that records relating to the properties are reasonably ascertainable. In addition, there are no encumbrances on the property that may limit observations.

True North is not responsible for the location, identification or abandonment of any underground utilities at the Site. The Village of Skokie shall be responsible for providing all utility and underground system drawings beyond those identified by JULIE prior to the initiation of subsurface work.

The Village is responsible for any and all True North invoiced costs above and beyond those reimbursed by the IEPA. True North will work within the existing reimbursement schedule per 734 to minimize any non-reimbursed costs. Should the IEPA deny reimbursement of a significant amount of costs, True North will work with the Village to come to an equitable resolution.

This proposal does not include any additional work, inclusive of additional site investigation activities, remedial activities, and meeting/ correspondence that may be required for Site closure through the Illinois EPA for review.

This proposal does not include any permitting fees, review or NFR fees, or other fees that may be assessed by local, State, or Federal government agencies during the performance of environmental work on-Site.

This proposal is valid for a period of 45 days from the date of this proposal. In the event that authorization is received after 45 days from the date of this proposal, True North reserves the right to resubmit a new cost estimate for approval to reflect any additional costs associated with the proposed scope of work, if necessary.

## TERMS OF AGREEMENT

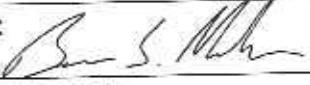
If this proposal meets with your approval, please sign the attached service agreement and return it to our office via mail, fax or e-mail. This agreement for professional services represents a contract between True North Consultants, Inc. and the Village of Skokie. Our Terms and Conditions are hereby incorporated as part of this agreement.

True North appreciates the opportunity to offer this proposal for LUST consulting services. If you have any questions, please contact me at 224-387-6063.

Regards,  
**TRUE NORTH CONSULTANTS, INC.**



Brian S. Mihelich, CHMM  
Senior Project Manager

CLIENT	TRUE NORTH CONSULTANTS, INC.
By:	By: Brian S. Mihelich
Signature:	Signature: 
Date:	Date: June 14, 2010

## SCHEDULE OF TERMS & CONDITIONS

### 1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("Terms") shall apply to and are an integral part of the attached proposal between True North Consultants, Inc. (True North) and the Client named in the attached proposal ("Client"). Client's acceptance of the proposal includes acceptance of the Terms and any terms and conditions proposed by the Client will be deemed to materially alter the Terms and are hereby objected to and rejected by True North. Acceptance of this proposal, including acceptance of the Terms, shall occur upon the notification of True North by Client, in writing or orally, to commence performance in accordance with the proposal and the Terms.

### 2.0 WARRANTY

The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by True North will be based solely on information available to True North. True North is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed. Client acknowledges that whenever a Project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) that may adversely affect the results of the Project, even though the services are performed with skill and care. True North shall perform the services consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the services are performed. No other warranty, expressed or implied, is made.

### 3.0 SUBCONTRACTED AND OTHER SERVICES

- 3.1 True North will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The contractor's invoices shall be billed in accordance with our proposal. Nothing in this paragraph shall require that services or equipment be obtained through competitive bidding or be available from multiple sources.
- 3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed in accordance with our proposal.

### 4.0 SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel for True North to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against True North, and agrees to defend, indemnify, and hold True North harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy.

### 5.0 BILLING AND PAYMENT

Invoices shall generally be submitted every four weeks for services performed

during the previous four weeks. Payment shall be due within 30 days of invoice date. If Client objects to all or any portion of any invoice, Client will so notify True North in writing within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of 1-1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to True North per True North's current fee schedules. In the event Client fails to pay True North within thirty (30) days after invoices are rendered, Client agrees that True North has the right to suspend this Agreement, without incurring liability to Client, after giving seven (7) days written notice to Client.

### 6.0 DOCUMENTS AND ELECTRONIC FILES

- 6.1 **Written Documents:** Any letters, reports, or documents prepared by us for Client, are the instruments of our consulting and engineering services. These services provided by us are solely for Client's use for the project and site described in our proposal. Any documents prepared by us for the client shall not, in whole or in part, be disseminated or conveyed to another party, nor used by another party in whole or in part, without prior written consent from True North. The Client shall, to the fullest extent permitted by law, waive any claim against True North, and indemnify, defend, and hold True North harmless for any claim or liability for injury or loss allegedly arising from any third-party reliance on True North's instruments of service without True North's specific authorization to do so.
- 6.2 **Electronic Files:** The Client hereby grants permission for True North to use information and data provided by the Client, including electronic records produced or provided by the Client in the completion of the project. The Client also grants permission to True North to release True North documents electronically to Consultants, Contractors, and Vendors as required in the execution of the project.

### 7.0 INSURANCE

True North maintains Workmen's Compensation Insurance as required by State law and General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence. True North will furnish certificates of such insurance upon request. In the event the Client desires additional coverage of this type, True North will, upon the Client's written request, obtain additional insurance (if possible) at the Client's expense. Our liability to the Client for bodily injury or property damage arising out of work performed for the Client for which legal liability may be found to rest upon us, other than for professional errors or omissions, shall be limited to our General Liability Insurance coverage.

### 8.0 ALLOCATION OF RISK

- 8.1 **Limitation of Liability:** Client agrees to limit True North's liability to Client, and to any other person or entity, for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this Agreement whether such claim sounds in negligence, breach of contract, strict liability, or other legal theory, except for willful misconduct or gross negligence and including any legal fees or costs awarded under this Agreement, to an aggregate limit of the amount of fees paid to True North under this Agreement, or \$50,000, whichever is greater. If Client prefers not to limit our professional liability to this sum, we shall waive

## SCHEDULE OF TERMS & CONDITIONS

this limitation upon Client's written request, provided that Client agrees to pay for this waiver at a negotiated fee. Client's request for this option must be made at the time Client accepts our proposal. In the event Client makes a claim against us for any act arising out of the performance of our professional services, and fails to prove such claim, then Client agrees to pay all legal and other costs incurred by us in defense of such claim.

8.2 **Waiver of Consequential Damages:** True North and Client agree to waive any claim against each other for consequential damages.

8.3 **Indemnification:** True North shall indemnify and hold harmless Client from and against any and all claims, damages, or liability arising from the negligent performance of services under this Agreement by True North, including injuries to employees of True North. Client shall defend, indemnify, and hold harmless True North from and against any and all claims, damages, or liability arising from or related to Hazardous Materials existing at the Project Site prior to the commencement of True North's services under this Agreement, unless caused by the sole negligence or willful misconduct of True North.

8.4 **Continuing Agreement:** The obligations of this section shall survive notwithstanding termination of this agreement. In the event that Client requests that True North provide additional services, Client's obligations under this section shall apply to such additional services as if such additional services had to be performed as part of this Agreement.

### 9.0 CHANGES

9.1 **Unforeseen Site Conditions:** Client reserves the right to make reasonable changes in the work to be performed after acceptance of this Agreement. Client understands that unforeseen site conditions may require changes in the Scope of Work to be performed.

9.2 **Unauthorized Changes:** If changes are made in True North's work products by Client or persons other than True North, and these changes affect our work, any and all liability against True North arising out of such changes is waived and you assume full responsibility for such changes unless you have given us prior notice and have received from us written consent for such changes.

9.3 **Client Requested Changes:** Upon receipt of a change requested by Client, True North will obtain price quotations from our subcontractors and shall provide Client with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. Client shall authorize the requested change by amending the contract price and contract time.

### 10.0 NOTIFICATION OF HAZARDS

It is Client's duty to notify True North of any information Client has with respect to the existence or suspected existence of Biological Pollutants, Hazardous Materials, oil, or asbestos in the environment, including but not limited to the air, soil, and water at the site. Client will advise True North immediately of any information which Client receives regarding the existence of any such Hazardous Materials or conditions at the site which might present a threat to human health and safety or the environment or impact True North's work products.

### 11.0 BIOLOGICAL POLLUTANTS

True North's scope of work, unless specifically outlined in our written scope of services, does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. Client agrees that True North will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants, in or around any structure. In addition, Client will defend, indemnify, and hold harmless Consultant from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to Biological Pollutants in or around any structure, except for damages arising from or caused by True North's sole negligence.

### 12.0 DELAYS, SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

True North does not assume, by virtue of performing work on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, we do not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding the proposal, our services or the report, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, you understand that we will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

### 13.0 RCRA COMPLIANCE

Nothing contained in this Agreement shall be construed or interpreted as requiring True North to assume the status of a generator, storer, treator, transporter, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar Federal, State, or local regulation or law.

### 14.0 DELAYS

Delays not the fault of True North or contractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total project cost shall be equitably adjusted by the amount of such additional costs.

### 15.0 DISPUTE RESOLUTIONS

Any claims or disputes between the Client and True North arising out of the services provided by True North or out of this Agreement shall be submitted to non-binding mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The Client and True North agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance.

### 16.0 MISCELLANEOUS

16.1 **Controlling Law:** The law of the Commonwealth of Illinois will govern the validity of these Terms, their interpretation and performance, as well as the contract entered into between the parties to which these Terms relate. If any part of this Agreement shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect as a separate contract and shall in no way be affected, impaired, or invalidated.

16.2 **Severability/Integration/Modification:** This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this Agreement. This Agreement may not be modified or altered, except by an Agreement in writing and signed by authorized representatives of both parties hereto, which specifically refers to this Agreement.

16.3 **Waste Manifests:** If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.

### END OF TERMS AND CONDITIONS

REVISED April 9, 2008

**VILLAGE OF BENSENVILLE**  
**FINANCE DEPARTMENT REPORT**  
**MAY/JUNE 2010**  
**PREPARED JULY 9, 2010**

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**FINANCIAL REPORTING**

***Cash Balances (Calendar 2008 – June 30, 2010)***

**Cash on Hand Analysis**  
**Total June Cash Balances**

<b>Month</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>
January	7,096,411	6,326,458	5,586,367
February	7,140,900	6,533,912	22,468,119
March	7,676,981	6,991,305	21,929,090
April	7,801,077	4,185,499	22,069,577
May	6,733,630	3,193,389	21,183,402
<b>June</b>	<b>8,324,995</b>	<b>4,633,128</b>	<b>23,790,135</b>
July	7,008,261	6,096,325	
August	7,444,833	4,739,843	
September	9,962,328	6,949,599	
October	10,332,426	7,463,028	
November	8,806,333	5,058,140	
December	5,984,983	4,836,158	

**May Year-To-Date Cash Balance Adjusted For Reserved Funds**

Year To Date Totals:	\$8,324,995	\$4,633,128	\$23,790,135
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Reserved - Chicago Settlement	0	0	(16,000,000)
Reserved - Unincorp.Util. Cash Bal.	(609,559)	(697,868)	(769,063)
Reserved - Self Insurance Account	(406,108)	(411,051)	(411,660)
<b>Operating Cash Totals</b>	<b>\$7,309,328</b>	<b>\$3,524,209</b>	<b>\$6,609,413</b>

For comparative purposes, totals have been adjusted for dollars received from the O'Hare Settlement as well other reserved balances. Proceed dollars are for the most part to be used to correct the balance sheet, as such it is important to monitor the cash flow activity without consideration of these settlement proceeds. Specifically in the General Fund, operating revenues need to support operating expenditures. It is our intent within the next several months to include in this report, cash flows by at least the major funds which will be helpful in monitoring this situation.

***Revenue & Expenditure Reports***

***Revenue & Expenditures Monthly Summary:***

The following are the revenue and expenditure reports for the General Fund, Water & Sewer Fund, Storm Water Fund and the Capital Improvement Fund. These reports are scheduled to be reviewed by the Administration, Finance & Legislation Committee on July 13, 2010.

**VILLAGE OF BENSENVILLE**  
**FINANCE DEPARTMENT REPORT**  
**MAY/JUNE 2010**  
**PREPARED JULY 9, 2010**

**REVENUE AND EXPENDITURE REPORT - JUNE 30, 2010**

<b>General Fund Revenues</b>	<b>Amended Budget 05/09 - 12/10</b>	<b>Actuals/ Encumbrances thru 06/30/2010</b>		<b>Percent Used/ Received as of 07/01/10</b>	<b>Comments</b>
			<b>Available Budget as of 07/01/10</b>		
<b>Property Taxes</b>					
Corporate & Special Purpose	8,298,586	6,168,001	2,130,585	0.74	
Road & Bridge	400,000	295,283	104,17	0.74	
<b>Total Property Taxes</b>	<b>8,698,586</b>	<b>6,463,284</b>	<b>2,235,302</b>	<b>0.74</b>	
<b>Taxes</b>					
Utility Tax - Electric & Gas	2,460,956	1,736,228	724,728	0.71	
Telecommunications Tax	2,543,798	1,711,497	832,301	0.67	
Other Taxes	513,744	218,694	264,650	0.48	Amendment Tax is considerably under budget - under review
<b>Total Taxes</b>	<b>5,518,098</b>	<b>3,666,419</b>	<b>1,821,679</b>	<b>0.67</b>	
<b>Intergovernmental</b>					
Auto Rental Tax	8,712	20,813	(12,001)	2.53	
Income Taxes	7,587,666	1,490,004	1,097,061	0.58	
State Use Tax	413,921	288,572	125,349	0.70	
Sales Tax - General Fund	6,370,312	4,380,038	1,990,273	0.69	
Grants	98,399	86,452	11,947	0.88	Includes \$35,000 IL Clean Energy & \$51,000 PACT.
Chicago Reimbursement	50,000	20,655	29,345	0.41	
Motor Fuel Tax Allotment (MFT Transfer)	876,802	619,644	257,158	0.71	Proportion of Settlement Proceeds reflected in Amended Budget as General Fund Revenue.
Other Settlement Proceeds (in case of changes to MFT)	1,000,000	500,000	500,000	0.50	
<b>Total Intergovernmental</b>	<b>11,405,311</b>	<b>7,406,779</b>	<b>3,998,532</b>	<b>0.65</b>	
<b>Licenses &amp; Permits</b>					
Business Licenses	460,065	138,597	321,468	0.30	Delinquency notices have been sent out by the Clerk's Office - about 1000000 revenues not yet recorded
Liquor Licenses	94,858	59,145	35,113	0.62	
Dog Licenses	138	823	(685)	5.96	
Vehicle Stickers	335,777	374,846	(39,114)	1.12	
Truck Overweight Permits		1,310	(1,310)		
Building Permits	676,381	426,031	250,350	0.63	
<b>Total Licenses &amp; Permits</b>	<b>1,567,174</b>	<b>1,000,758</b>	<b>566,416</b>	<b>0.64</b>	
<b>Fines &amp; Forfeits</b>					
Fines - Police	976,442	476,739	499,703	0.49	
Fines - Code Enforcement	350	1,000	(650)	2.86	
<b>Total Fines &amp; Forfeits</b>	<b>976,792</b>	<b>477,739</b>	<b>499,053</b>	<b>0.49</b>	
<b>Charges for Services</b>					
Miscellaneous Fees	11,777	254,355	(242,428)	21.33	Includes \$102,000 Refund from ITMA (final payment)
Reimbursed Exp - Police	80,773	78,806	1,967	0.98	
Downtown Parking Fees	613	1,383	(740)	2.15	
Auto Towing Fees	155,000	113,000	42,000	0.73	
Dial-A-Hit Fines	19,711	13,869	5,812	0.70	
CH-1 Fees	68,168	62,059	6,709	0.91	
Inspection Fee - Rental Units	113,148	92,753	20,393	0.82	
Inspection Fee - Real Estate Trsf	11,305	9,895	1,410	0.88	
Redmond Park Revenues	120,713	244,165	(123,435)	2.02	
Risk Revenues	3,325,444	2,047,507	1,307,042	0.61	Total does not include amounts owed from Team II which total approximately \$200,000
Aquatic Center Revenues	75,333	56,542	18,791	0.75	
Edge Concession/Pro Shop Sales	421,473	259,127	166,346	0.61	
Theatre Admissions & Food Sales	183,753	116,771	66,987	0.64	
Miscellaneous Charges/Reimbursements	87,142	22,745	64,397	0.26	
Teen Center & Other Projects Contributions	6,000	8,680	(2,688)	1.45	
Franchise Fees/Cable	204,625	230,418	54,707	0.81	
Interfund Charges - IFT		-			
<b>Total Charges for Services</b>	<b>4,996,158</b>	<b>3,608,901</b>	<b>1,987,197</b>	<b>0.72</b>	
<b>Investment Income</b>					
	154,915	22,786	137,129	0.15	
<b>Other Revenues</b>					
<b>Subtotal General Fund Revenues</b>	<b>33,379,447</b>	<b>22,713,159</b>	<b>10,066,288</b>	<b>0.68</b>	
<b>Interfund Transfers In</b>					
	951,604	666,123	285,481	0.70	
<b>Subtotal General Fund Revenues/Transfers In</b>	<b>34,331,051</b>	<b>23,379,282</b>	<b>10,351,769</b>	<b>0.68</b>	
<b>Interfund Transfers Out</b>					
	(6,486,255)	(4,540,379)	(1,945,876)	0.70	
<b>Total General Funds Revenues/Transfers</b>	<b>27,844,796</b>	<b>18,838,903</b>	<b>9,005,893</b>	<b>0.68</b>	Objective: 70% or Higher

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**General Fund Expenditures**

		Amended Budget 05/09 - 12/10	Encumbrances thru 06/30/2010	Available Budget as of 07/01/10	
<b>Governance</b>					
Village Board	253,124	116,721	114,703	0.54	
Village Clerk	136,876	100,397	36,681	0.71	
CDC Commission	8,829	4,339	4,487	0.49	
Board of Police Commissioners	87,756	63,135	24,621	0.72	
<b>Total Governance</b>	<b>484,881</b>	<b>304,391</b>	<b>180,492</b>	<b>0.63</b>	
<b>Office of the Village Manager</b>					
Administration	1,140,055	686,028	504,027	0.58	
Legal Services	1,096,501	807,852	288,739	0.75	Includes Professional Service Agreements relating to TIF that will be reclassified once the budget for TIF-2d (North Industrial Park) is approved.
Human Resources	143,951	569	143,382	0.00	To be reviewed & certain expenses to be reclassified.
Risk Management	1,660,406	656,519	1,017,887	0.39	
Marketing & Community Relations	597,644	291,474	293,170	0.51	
Information Technology	1,215,20	931,051	308,450	0.73	
Emergency Management	76,261	27,175	49,086	0.36	
<b>Total Office of the Village Manager</b>	<b>6,000,430</b>	<b>3,430,868</b>	<b>2,600,562</b>	<b>0.57</b>	
<b>Finance Department</b>					
Administration	1,659,024	1,351,054	308,870	0.81	
<b>Total Finance Department - General Fund</b>	<b>1,659,024</b>	<b>1,351,054</b>	<b>308,870</b>	<b>0.81</b>	
<b>Police Department</b>					
Administration	1,101,594	999,701	501,893	0.57	Totals adjusted for a prioritized portion of the increased pension contribution included in budget.
Patrol	5,280,331	3,366,660	1,913,660	0.66	Totals adjusted for a prioritized portion of the increased pension contribution included in budget.
Investigations	1,043,578	748,616	294,942	0.74	Totals adjusted for a prioritized portion of the increased pension contribution included in budget.
Communications	576,542	339,963	236,579	0.59	
<b>Total Police Department</b>	<b>8,402,045</b>	<b>5,454,965</b>	<b>2,947,080</b>	<b>0.65</b>	
<b>Community &amp; Economic Development</b>					
Administration	1,160,600	532,222	437,602	0.62	Contracted mixed HII program expenditures to Code Compliance; budget amendment assumed that these costs would be charged to the Admin Division - will retain these expenses in Code Compliance and reflect budget through the transfer process.
Code Compliance	947,638	1,013,588	(25,950)	1.03	
<b>Total Community &amp; Economic Development</b>	<b>2,148,238</b>	<b>1,545,810</b>	<b>602,428</b>	<b>0.72</b>	
<b>Public Works Department</b>					
Administration	476,996	722,998	(247,012)	1.52	In process of reviewing; PACE budget not carried forward in budget amendment.
Street Operations	1,467,823	912,477	550,346	0.64	
Forestry	965,704	650,557	315,147	0.67	
Building & Property Maintenance	429,411	282,317	147,165	0.66	
Fleet Maintenance	159,361	41,804	117,557	0.20	
<b>Total Public Works Department - General Fund</b>	<b>3,493,351</b>	<b>2,630,148</b>	<b>863,203</b>	<b>0.75</b>	
<b>Recreation &amp; Community Programming</b>					
Administration	447,215	948,232	(501,017)	2.12	
Recreation	769,940	169,327	600,613	0.22	
Skating	2,707,736	1,925,302	871,934	0.69	
Aquatics	207,152	161,505	105,047	0.60	
Concessions	1,081,126	361,000	224,726	0.63	
Theatre	337,744	217,658	120,310	0.64	
<b>Total Recreation &amp; Community Programming</b>	<b>5,777,729</b>	<b>3,605,924</b>	<b>1,421,805</b>	<b>0.73</b>	
<b>Total General Fund Expenditures</b>	<b>27,456,000</b>	<b>18,523,160</b>	<b>8,933,440</b>	<b>0.67</b>	
<b>General Fund Summary</b>					
Revenues/Transfers	27,844,790	18,838,903	9,005,893		
Expenditures	27,456,000	18,523,160	8,933,440		
Revenues/Transfers over(under) Expenditures	388,196	315,743			

**VILLAGE OF BENSENVILLE**  
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Water & Sewer Fund Revenues	Actuals/			Percent Used/ Received as of 07/01/10	Comments
	Amended Budget 05/09 - 12/10	Encumbrances thru 06/30/2010	Available Budget as of 07/01/10		
<i>Charges for Services</i>					
Miscellaneous Fees	10,775	1,000	9,775	0.09	
Penalties	46,470	16,908	29,562	0.36	
Water & Sewer Charges	11,289,725	9,442,145	1,847,080	0.84	
Industrial Capital Surcharge	1,190,000	1,190,000	-	1.00	
Sewer Fees - Pretreatment	514,612	55,833	(43,771)	1.08	
Meters & Materials	1,682	5,777	(4,095)	3.43	
<i>Total Charges for Services</i>	<i>13,052,764</i>	<i>11,213,663</i>	<i>1,839,101</i>	<i>0.86</i>	
<i>Investment Income</i>	<i>50,219</i>	<i>559</i>	<i>49,660</i>	<i>0.01</i>	
<i>Other Revenues/Financing Sources</i>	<i>3,000,000</i>	<i>-</i>	<i>3,000,000</i>	<i>-</i>	
<i>Subtotal Water &amp; Sewer Fund Revenues</i>	<i>16,102,983</i>	<i>11,214,222</i>	<i>4,888,761</i>	<i>0.70</i>	
<i>Interfund Transfers In</i>					
<i>Subtotal Revenues/Transfers In</i>	<i>16,102,983</i>	<i>11,214,222</i>	<i>4,888,761</i>	<i>0.70</i>	
<i>Interfund Transfers Out</i>	<i>(1,006,516)</i>	<i>-</i>	<i>(1,006,516)</i>	<i>-</i>	
<i>Total Water &amp; Sewer Fund Revenues/Transfers</i>	<i>15,096,467</i>	<i>11,214,222</i>	<i>3,882,245</i>	<i>0.74</i>	<i>Objective: 70% or Higher</i>
<b>Water &amp; Sewer Expenditures</b>					
Finance Department					
Utility Billing	624,818	286,702	338,116	0.46	
<i>Total Finance Department - Water &amp; Sewer Fund</i>	<i>624,818</i>	<i>286,702</i>	<i>338,116</i>	<i>0.46</i>	
Public Works Department					
Administration	3,367,546	2,271,851	1,095,695	0.67	
Water Distribution	1,492,824	565,934	926,890	0.38	
Water Production	41,101	260,688	156,413	0.62	
Wastewater Conveyance	130,950	31,402	99,548	0.24	
Wastewater Treatment	3,847,971	2,860,689	982,282	0.74	
<i>Total Public Works Department - Water &amp; Sewer Fund</i>	<i>9,251,392</i>	<i>5,990,564</i>	<i>3,260,828</i>	<i>0.65</i>	
Capital Improvements					
Water System Improvements	1,675,200	229,214	1,445,986	0.14	
Wastewater System - Conveyance	50,000	3,750	46,250	0.08	
Wastewater System - Treatment	1,420,500	-	1,420,500	-	
Facilities/Capital Equipment/Fleet		197,344	(192,344)		
<i>Total Capital Improvements</i>	<i>3,145,700</i>	<i>425,308</i>	<i>2,720,392</i>	<i>0.14</i>	
Debt Service	7,118,002	1,908,724	209,278	0.90	
<i>Total Water &amp; Sewer Fund Expenditures</i>	<i>15,139,912</i>	<i>8,611,298</i>	<i>6,528,614</i>	<i>0.57</i>	<i>Objective: 70% or Less</i>
<i>Water &amp; Sewer Fund Summary</i>					
Revenues/Transfers	15,096,467	11,214,222	3,882,245		
Expenditures	15,139,912	8,611,298	6,528,614		
<i>Revenues/Transfers over/(under) Expenditures</i>	<i>(43,445)</i>	<i>2,602,924</i>			

**VILLAGE OF BENSENVILLE**  
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StormWater Fund Revenues	Amended	Actuals/	Percent Used/	Comments
	Budget 05/09 - 12/10	Encumbrances thru 06/30/2010	Available Budget as of 07/01/10	
<i>Charges for Services</i>				
Miscellaneous Fees	-	-	-	
Storm Water Utility Fee	-	-	-	
<i>Total Charges for Services</i>	-	-	-	
<i>Investment Income</i>				
<i>Other Revenues/Financing Sources</i>				
<i>Subtotal Storm Water Fund Revenues</i>	-	-	-	
<i>Interfund Transfers In</i>	1,090,782	-	1,090,782	
<i>Subtotal Revenues/Transfers In</i>	1,090,782	-	1,090,782	-
<i>Interfund Transfers Out</i>				
<i>Total Revenues/Transfers</i>	1,090,782	-	1,090,782	-
<b>StormWater Expenditures</b>				
<i>Public Works Department -</i>				
Administration	-	-	-	
StormWater System	159,942	504	159,438	0.00
<i>Total Public Works Department - Storm Water Fund</i>	159,942	504	159,438	0.00
<i>Capital Improvements - Storm Water</i>				
<i>Debt Service</i>				
<b>Total StormWater Fund Expenditures</b>	159,942	504	159,438	0.00 Objective: 70% or Less
<i>StormWater Fund Summary</i>	Amended	Actuals/	Available Budget	
	Budget 05/09 - 12/10	Encumbrances thru 06/30/2010	as of 07/01/10	
<i>Revenues/Transfers</i>	-	-	-	
<i>Expenditures</i>	159,942	504	159,438	
<i>Revenues/Transfers over(under) Expenditures</i>	(159,942)	(504)		

**VILLAGE OF BENSENVILLE**  
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Capital Improvement Fund Revenues	Amended Budget 05/09 - 12/10	Actuals/ Encumbrances thru 06/30/2010	Available Budget as of 07/01/10	Percent Used/ Received as of 07/01/10	Comments
<b>Taxes</b>					
Sales Tax	4,620,000	3,362,696	1,257,304	0.73	
Proceeds from TIF 1 Distributed Surplus	132,140		132,140		
<i>Total Taxes</i>	<i>4,752,140</i>	<i>3,362,696</i>	<i>1,389,444</i>	<i>0.71</i>	
<b>Licenses &amp; Permits</b>					
Vehicle Stickers	375,000	309,135	65,865	0.82	
<i>Total Licenses &amp; Permits</i>	<i>375,000</i>	<i>309,135</i>	<i>65,865</i>	<i>0.82</i>	
<b>Intergovernmental</b>					
Grants	966,400	382,243	584,157	0.40	
O'Hare Settlement Proceeds	1,000,000	500,000	500,000	0.50	Proportion of Settlement Proceeds reflected in Amended Budget as General Fund Revenues
<i>Total Intergovernmental</i>	<i>1,966,400</i>	<i>882,243</i>	<i>1,084,157</i>	<i>0.45</i>	
<i>Investment Income</i>	<i>4,935</i>	<i>6,445</i>	<i>(1,510)</i>	<i>1.31</i>	
<b>Other Revenues/Financing Sources</b>					
<i>Subtotal CIP Fund Revenues</i>	<i>7,098,475</i>	<i>4,560,519</i>	<i>2,537,956</i>	<i>0.64</i>	
<i>Interfund Transfers In</i>	<i>409,850</i>	<i>-</i>	<i>409,850</i>	<i>-</i>	
<i>Subtotal Revenues/Transfers In</i>	<i>7,508,325</i>	<i>4,560,519</i>	<i>2,947,806</i>	<i>0.61</i>	
<i>Interfund Transfers Out</i>	<i>(1,858,305)</i>	<i>-</i>	<i>(1,858,305)</i>	<i>-</i>	
<i>Total CIP Revenues/Transfers</i>	<i>5,650,020</i>	<i>4,560,519</i>	<i>1,089,501</i>	<i>0.81</i>	Objective: 70% or higher
<b>Capital Improvement - Expenditures</b>					
<b>Capital Improvements</b>					
Purchases - Municipal/Capital/Fleet	787,348	295,236	487,112	0.38	
Pedestrian & Bikeway	170,100	4,074	166,026	0.02	
Streets & Highways	2,557,028	518,004	2,034,024	0.20	
Redevelopment Projects	1,000,000		1,000,000		
<i>Total Capital Improvements</i>	<i>4,504,476</i>	<i>817,314</i>	<i>3,687,162</i>	<i>0.18</i>	
<i>Total CIP Expenditures</i>	<i>4,504,476</i>	<i>817,314</i>	<i>3,687,162</i>	<i>0.18</i>	Objective: 70% or less
<b>Capital Improvement Fund Summary</b>					
Revenues/Transfers	Amended Budget 05/09 - 12/10	Actuals/ Encumbrances thru 06/30/2010	Available Budget as of 07/01/10		
Expenditures					
<i>Revenues/Transfers over(under) Expenditures</i>	<i>5,650,020</i>	<i>4,560,519</i>	<i>1,089,501</i>		
					CIP needs to cover advances totaling \$792,000 to certain TIF funds

**VILLAGE OF BENSENVILLE**

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*Sales Tax:*

**VILLAGE OF BENSENVILLE**  
**SALES TAX REPORT FOR CALENDAR YEAR 2010**  
**MARCH 2010 SALES TAX INCURRED LIABILITY DISTRIBUTED IN JUNE 2010**

	Calendar Year 2009			Calendar Year 2009			Calendar Year 2010			Total Sales Tax % Change Prior Year
	Sales Tax #1 2009	Sales Tax #2 2009	Total Sales Tax 2009	Sales Tax #1 2009	Sales Tax #2 2009	Total Sales Tax 2009	Sales Tax #1 2010	Sales Tax #2 2010	Total Sales Tax 2010	
April (JAN)	326,516	280,840	609,156	309,430	214,245	516,675	258,630	199,453	458,083	-11.34%
May (FEB)	347,484	219,857	597,441	255,835	188,920	444,755	334,906	284,393	599,299	34.75%
June (MAR)	414,446	283,021	697,587	313,162	236,179	510,641	308,906	243,030	551,936	0.42%
July (APR)	398,225	295,726	693,951	300,941	235,389	545,330	325,259	249,908	575,167	5.47%
August (MAY)	358,139	263,706	621,347	301,411	225,509	526,920				
September (JUN)	368,050	968,015	634,065	350,799	276,280	627,079				
October (JUL)	367,892	288,515	654,437	325,715	255,401	581,208				
November (AUG)	436,996	320,167	757,163	301,347	224,674	526,021				
December (SEP)	377,174	298,431	672,605	314,934	254,626	590,560				
January (OCT)	311,890	271,656	583,746	316,378	247,367	564,345				
February (NOV)	341,075	229,293	570,368	318,711	242,878	559,387				
March (DEC)	327,131	245,352	562,483	340,406	268,109	608,515				
Total Annual Revenue (2010 Estimated Based on Receipts Received to Date)	4,373,821	3,279,211	7,653,132	3,779,369	2,870,065	6,648,434	1,227,701	956,184	6,619,652	
2010 Low Projection										6,421,955.88
2010 High Projection										7,040,725.01
Receipts Accumulated January - April			2,578,115.00			2,066,401.00				2,184,485.00
% of Total Annual Received			34.00%			31.00%				33.00%
Average % Received			33.00%							
% Change From Prior Year (2010 Projected Based on Receipts Received to date)						-13.11%				-0.45%
2010 CY Budget = \$6,634,312 (includes sales tax 21 revenue of \$1,111,312 & sales tax #2 revenues of \$2,723,000) Projected Over/(Under) Budget = -0.22%										
Estimate Used in 2010 Projections = \$6,634,312										

As noted in this report, revenues have been increasing over the last several months. At this time we are projecting that we should receive the same dollars for calendar year 2010 that we received for calendar year 2009. If the current trends were to continue, we should exceed the 2009 numbers. Please note that our projections in this report are based on the date in which the liability is accrued. Our monthly financial reports reflect the dollars received and then are adjusted at year end. As such, there will be a variance between these two reports.

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**UTILITY BILLING**

***MIU Installation Update***

Currently there are a total of 4,848 services in our system (excluding the acquisition area). Below is a summary of the actual read counts for May Service (June bills) and June Service (July bills).

	<b>May Service (June Bills)</b>	<b>June Service (July Bills)</b>
Total Water Services:	5231	5139
Total Water (adjusted for acquisition area):	4866	4848
No Radio (of the 4866):	219	191
Should have been read:	4647	4657
Read Count:	4595	4578
No read percentage:	1%	1.7%

The overwhelming majority of the accounts that have not yet had the new MIU installed are vacant. Our policy is to shut off water service when a property is vacant (buildings that are serviced by a fire suppression system are treated as an exception to this policy). Prior to establishing water service, the installation of the new reading unit (MIU) is required.

Consistent with the information provided in our last report, our service provider continues to make available to the Village a "loaner" computer for the reading of the meters. As noted previously, we intend to purchase our own computer in the fall after the release of a newer and less expensive unit. In the meantime, we have asked the provider to do a study as to what it would take to transition to a antenna system which would allow for the reading of all meters from the Village Hall for billing purposes and would also provide daily usage data. They hope to have this information to us sometime this summer. (The reading devices currently installed also work with the antenna system – no change-outs would be required.)

***Utility Bill Generation***

The June bills for May service as well as the July bills for June service were mailed on the dates published in our schedule. Additionally and also consistent with that schedule, penalties were applied to the June bills that were in arrears after the June 23<sup>rd</sup> due date.

**VILLAGE OF BENSENVILLE**  
**FINANCE DEPARTMENT REPORT**  
**MAY/JUNE 2010**  
**PREPARED JULY 9, 2010**

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**VEHICLE STICKERS**

The 2010 renewal process ended on June 30, 2010. An update as to the number of stickers sold to date in comparison to the total number of stickers sold last year is provided below.

2010/2011 PERMITS SOLD AS OF JUNE 30, 2010						
Passenger Vehicles		Motor Cycles	Trucks	Municipal	Transfers	Total
Regular	Senior					
6984	1340	161	1306	108	7	9906
241	5	3	398			647
<b>7225</b>	<b>1345</b>	<b>164</b>	<b>1704</b>	<b>108</b>	<b>7</b>	<b>10553</b>

2009/2010 PERMITS SOLD AS OF May 25, 2010						
Passenger Vehicles		Motor Cycles	Trucks	Municipal	Transfers	Total
Regular	Senior					
7799	854	92	1214	0	54	10013

**OTHER PROJECTS/STRATEGIC INITIATIVES**

*Hours of Operations* – At the direction of the Committee, efforts on notifying the public of our Tuesday night and Saturday hours continued with inclusion of this information in the Community newsletter.

*Request for Proposals for Banking Services* – financial institutions who submitted RFPs were notified of a delay in the schedule so to provide the new Finance Director the opportunity to participate in the selection process.



# VILLAGE OF BENSENVILLE

Village Board  
President  
Frank Soto

Trustees  
John Adamowski  
Morris Bartlett  
Patricia A. Johnson  
Marlin O'Connell  
Ornizo Pocoño  
Henry Wesseler  
Village Clerk  
JoEllen Hickler

Village Manager  
Michael Cassidy

## Village of Bensenville, Illinois BOARD OF TRUSTEES MEETING AGENDA

6:30 P.M. Tuesday, July 13, 2010

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

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

June 22, 2010 – Board of Trustees

- VI. WARRANT – July 13, 2010 #10/31 - \$ 2,759,881.69
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
  1. *Resolution Authorizing the Village Manager to Issue a Purchase Order and Contract to Earthwerks Corporation for Veterans Park Stormwater and Public Safety Building Parking Lot Improvements*
  2. *Resolution Authorizing the Village Manager to Issue a Purchase Order and Other Associated Documents to True North Consultants for the Bensenville Fire District Phase I Investigation*
  3. *Resolution Authorizing the Execution of a Master Warranty Arrangement with CCSi Communications*

### VIII. **REPORTS OF STANDING COMMITTEES**

#### A. Community and Economic Development Committee

1. *Motion Granting Public Works to Authorize United Water to Enter into an Agreement with the Village of Bensenville to Perform the Lift Station Removals From the Demolition Area Which Will Be Reimbursed by the OMP*
2. A. *Ordinance Granting a Conditional Use Permit to Allow an*

*Athletic Facility, Outdoor "Project Storm Park LLC" at 811 E. Grand Avenue, Bensenville, Illinois*

*B. Motion Authorizing the Village Manager to Execute a Letter of Intent and License Agreement for the Project Storm Paintball Facility*

B. Infrastructure and Environment Committee – No Report

C. Administration, Finance and Legislation Committee

*I. Ordinance Authorizing the Third Amendment to the Village of Bensenville Fiscal 2010 Budget*

D. Public Safety Committee – No Report

**IX. INFORMATION ITEMS**

A. PRESIDENT'S REMARKS

B. VILLAGE MANAGER'S REPORT

C. VILLAGE ATTORNEY'S REPORT

*Ordinance Authorizing the Exclusion and Disconnection of Certain Real Property from the Village of Bensenville*

**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**

**Please Note -** The Village of Bensenville is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of this meeting or the facilities, are requested to contact Village Hall (630-766 8200) at least 3 days prior to the meeting to allow the Village of Bensenville to make reasonable accommodations for those persons.

**Village of Bensenville**  
Board Room  
12 South Center Street  
Bensenville, Illinois 60106  
Counties of DuPage and Cook

**DRAFT**

**MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING**

June 22, 2010

**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, JoEllen Ridder, the following Board Members were present:

Adamowski, Bartlett, Johnson, O'Connell, Peconio, Wesseler

Absent: None

A quorum was present.

**PUBLIC  
COMMENT:**

Marion Bell – 251 S. Church Road

Ms. Bell thanked the Village Board and Village Administration for their fast attention in resolving the Gypsy Moth infestation in Bensenville.

**APPROVAL OF  
MINUTES:**

3. The June 8, 2010 Village Board Meeting minutes were presented.

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

All were in favor.

Motion carried.

Motion:

4. Trustee Johnson made a motion to set the Consent Agenda as presented. Trustee O'Connell seconded the motion.

All were in favor.

Motion carried.

**DRAFT**

Minutes of the Village Board Meeting  
June 22, 2010 Page 2

**Ordinance No.**  
**56-2010:**

**Ordinance Granting a Conditional Use Permit to Allow an  
Athletic Facility, Indoor for O'Hare Paintball Park at 1071  
Thorndale Avenue, Bensenville, Illinois. (Consent Agenda)**

**Resolution No.**  
**R-42-2010:**

**Resolution Authorizing the Execution of a Contract Extension  
with Inregrys Energy Group. (Consent Agenda)**

**Resolution No.**  
**R-43-2010:**

**Resolution Approving Execution of an Agreement with S.B.  
Friedman & Company to Provide for the Expansion and the  
Additional Evaluation Required as a Result of this Expansion of  
the TIF Study Area. (Consent Agenda)**

**Resolution No.**  
**R-44-2010:**

**Resolution Authorizing the Execution of a Purchase Order and  
Environmental Consultant Service Agreement for the Public  
Works Underground Storage Tank Corrective Action Plan to  
True North Consultants. (Consent Agenda)**

**Ordinance No.**  
**57-2010:**

**Ordinance of the Village of Bensenville Ascertaining to  
Prevailing Rate of Wage for Laborers, Mechanics and Other  
Workers Employed for Public Works for the Village of  
Bensenville. (Consent Agenda)**

**Ordinance No.**  
**58-2010:**

**Motion to Authorize Amendment of the Village Code Regarding  
Repairs of Sewer and Water Service Connections in the Public  
Right-of-Way. (Consent Agenda)**

**Motion:** Trustee Adamowski made a motion to approve the Consent Agenda as presented. Trustee Johnson seconded the motion.

**ROLL CALL:** AYES: Adamowski, Bartlett, Johnson, O'Connell, Peconio, Wesseler  
NAYS: None  
Motion carried.

**DRAFT**

Minutes of the Village Board Meeting  
June 22, 2010 Page 3

**Resolution No.**

R-45-2010:

5. Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No. R-45-2010** entitled **A Resolution Authorizing the Execution of a Purchase Order for a 2009 Vactor Model 2100 from Standard Equipment Company.**

**Motion:**

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

**ROLL CALL:**

AYES: Adamowski, Bartlett, Johnson, O'Connell, Wesseler

NAYS: Peconio

Motion carried.

**Ordinance No.**

59-2010:

6. Village President, Frank Soto, gave the summarization of the action contemplated in **Ordinance No. 59-2010** entitled **A Ordinance Amending Title 3, Chapter 3, of the Bensenville Village Code to Provide for an Amendment to the Class G License.**

**Motion:**

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

**ROLL CALL:**

AYES: Adamowski, Bartlett, Johnson, O'Connell, Peconio, Wesseler

NAYS: None

Motion carried.

**Resolution No.**

                 :

7. Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No. \_\_\_\_\_** entitled **A Resolution Authorizing the Execution of an Intergovernmental Agreement Between the Village of Bensenville and the Bensenville Library District for the Provision of Certain Funds and in Kind Services.**

**Motion:**

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

**DRAFT**

Minutes of the Village Board Meeting  
June 22, 2010 Page 4

**Motion:** Trustee Wesseler made a motion to amend the proposed agreement to a one year agreement. Trustee Bartlett seconded the motion.

**ROLL CALL:** AYES: Bartlett, Peconio, Wesseler

NAYS: Adamowski, Johnson, O'Connell, President Soto

Motion Failed.

**Motion:** Trustee Adamowski made a motion to table this item. Trustee Johnson seconded the motion.

**ROLL CALL:** AYES: Adamowski, Bartlett, Johnson, O'Connell, Peconio, Wesseler

NAYS: None

Motion carried.

**WARRANT NO.**

**10/30:**

8. President Soto presented Warrant No. 10/30 in the amount of \$837,211.38.

**Motion:** Trustee Wesseler made a motion to approve the warrant as presented. Trustee Peconio seconded the motion.

*Trustee Johnson recused herself from the meeting at 7:40 p.m.*

**ROLL CALL:** AYES: Adamowski, Bartlett, O'Connell, Peconio, Wesseler

NAYS: None

Motion carried.

*Trustee Johnson returned to the meeting at 7:43 p.m.*

**PRESIDENTS  
REPORT:**

President Soto encourages all Bensenville residents and residents of surrounding comminutes to attend the 2010 Liberty Fest being held at Redmond Park on July 3 and July 4, 2010.

President Soto thanked Village Staff for their fast attention regarding the Gypsy Moth infestation in town.

**DRAFT**

**MANAGERS  
REPORT:**

**Resolution No.  
R-46-2010:**

9. Village Manager, Michael Cassady, gave the summarization of the action contemplated in **Resolution No. R-46-2010** entitled **A Resolution Approving Establishment of Special Purpose CIP Funds and Authorizing Advances to Said Funds.**

Motion:

Trustee Johnson made a motion to approve the resolution as presented. Trustee Wesseler seconded the motion.

**ROLL CALL:**

AYES: Adamowski, Bartlett, Johnson, O'Connell, Peconio, Wesseler

NAYS: None

Motion carried.

**Resolution No.  
R-47-2010:**

10. Village Manager, Michael Cassady, gave the summarization of the action contemplated in **Resolution No. R-47-2010** entitled **A Resolution Declaring the Village's Official Intent to Reimburse Expenditures for Special Service Area Number 3.**

Motion:

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

**ROLL CALL:**

AYES: Adamowski, Bartlett, Johnson, O'Connell, Peconio, Wesseler

NAYS: None

Motion carried.

**Resolution No.  
R-48-2010:**

11. Village Manager, Michael Cassady, gave the summarization of the action contemplated in **Resolution No. R-48-2010** entitled **A Resolution Declaring the Village's Official Intent to Reimburse Expenditures for Special Service Area Number 4.**

Motion:

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

**DRAFT**

Minutes of the Village Board Meeting  
June 22, 2010 Page 6

**ROLL CALL:**                   AYES: Adamowski, Bartlett, Johnson, O'Connell, Peconio, Wesseler  
   NAYS: None  
   Motion carried.

**Resolution No.**  
**R-49-2010:**                   12. Village Manager, Michael Cassady, gave the summarization of the action contemplated in **Resolution No. R-49-2010** entitled **A Resolution Declaring the Village's Official Intent to Reimburse Expenditures for Special Service Area Number 5.**

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

**ROLL CALL:**                   AYES: Adamowski, Bartlett, Johnson, O'Connell, Peconio, Wesseler  
   NAYS: None  
   Motion carried.

**Resolution No.**  
**R-50-2010:**                   13. Village Manager, Michael Cassady, gave the summarization of the action contemplated in **Resolution No. R-50-2010** entitled **A Resolution Declaring the Village's Official Intent to Reimburse Expenditures for Special Service Area Number 6.**

**Motion:**                           Trustee Johnson made a motion to approve the resolution as presented. Trustee Peconio seconded the motion.

**ROLL CALL:**                   AYES: Adamowski, Bartlett, Johnson, O'Connell, Peconio, Wesseler  
   NAYS: None  
   Motion carried.

**Resolution No.**  
**R-51-2010:**                   14. Village Manager, Michael Cassady, gave the summarization of the action contemplated in **Resolution No. R-51-2010** entitled **A Resolution Declaring the Village's Official Intent to Reimburse Expenditures for Special Service Area Number 7.**

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

**ROLL CALL:** AYES: Adamowski, Bartlett, Johnson, O'Connell, Peconio, Wesseler  
NAYS: None  
Motion carried.

**Resolution No.**  
**R-52-2010:** 15. Village Manager, Michael Cassady, gave the summarization of the action contemplated in **Resolution No. R-52-2010** entitled **A Resolution Declaring the Village's Official Intent to Reimburse Expenditures for Special Service Area Number 8.**

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

**ROLL CALL:** AYES: Adamowski, Bartlett, Johnson, O'Connell, Peconio, Wesseler  
NAYS: None  
Motion carried.

**Resolution No.**  
**R-53-2010:** 16. Village Manager, Michael Cassady, gave the summarization of the action contemplated in **Resolution No. R-53-2010** entitled **A Resolution Declaring the Village's Official Intent to Reimburse Expenditures for Special Service Area Number 9.**

Motion: Trustee Johnson made a motion to approve the resolution as presented. Trustee Peconio seconded the motion.

**ROLL CALL:** AYES: Adamowski, Bartlett, Johnson, O'Connell, Peconio, Wesseler  
NAYS: None  
Motion carried.

**Resolution No.**  
**R-54-2010:** 17. Village Manager, Michael Cassady, gave the summarization of the action contemplated in **Resolution No. R-54-2010** entitled **A Resolution Declaring the Village's Official Intent to Reimburse Expenditures for the North Industrial District Tax Increment Financing District Number 13.**

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

Minutes of the Village Board Meeting  
June 22, 2010 Page 8

**ROLL CALL:** AYES: Adamowski, Bartlett, Johnson, O'Connell, Peconio, Wesseler  
NAYS: None  
Motion carried.

## NEW BUSINESS:

Motion: Trustee Johnson made a motion to amend the existing contract with the Lakota Group to have their services end when the RTA Grant is complete. Trustee Bartlett seconded the motion.

**ROLL CALL:** AYES: Adamowski, Bartlett, Johnson, O'Connell, Peconio, Wesseler  
NAYS: None  
Motion carried.

**ANNOUNCEMENTS:** Village Clerk, JoEllen Ridder, announced that the Village Clerk's Office along with the Finance Department has sold over 150 vehicle stickers at off site locations through out the Village. Vehicle stickers must be displayed by July 1, 2010.

**ADJOURNMENT:** Trustee Peconio made a motion to adjourn the meeting. Trustee Johnson seconded the motion.

All were in favor.

Motion carried.

President Soto adjourned the meeting at 7:50 p.m.

JoEllen Ridder  
Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_ day, July 2010

TYPE: Resolution

SUBMITTED BY: Paul Quinn

DATE: July 6, 2010

**DESCRIPTION:** Resolution authorizing the Village Manager to enter into a contract with Earthwerks Corporation for the construction of stormwater improvements at Veterans Park, the Intersection of Green Street and Church Road and the resurfacing of the Public Safety Building parking lot

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

Financially Sound Village  
 Quality Customer Oriented Services  
 Safe and Beautiful Village

Enrich the lives of Residents  
 Major Business/Corporate Center  
 Vibrant Major Corridors

COMMITTEE ACTION:

DATE: July 13, 2010

**BACKGROUND:** The Veterans Park flood mitigation project provides flood relief to properties in and around the intersection of Green Street and Church Road. A number of these properties experience floodwater inundation in both yards and structures. The cause is due to the METRA rail that acts as a dike within the silver creek drainage basin. Our engineer's recommendation identified a number of improvements that include storm water storage to minimize floodwater impact, the installation of larger stormwater entry structures for efficient floodwater removal, and residential earthcn mounding along low structure entry points.

**KEY ISSUES:** Staff opened bids on June 23, 2010 for the construction of stormwater improvements at Veterans Park, Green and Church Road intersection and the resurfacing of the Public Safety Building parking lot (represented as alternate bid). Earthwerks Corporation of Batavia, Illinois submitted the lowest and most responsible bid of \$283,807.50. The bids are as follows:

Name	Base Bid	Alternate Bid
Earthwerks Corporation	\$215,606.50	\$68,201.00
Copenhaver Construction	\$266,386.00	\$74,377.50
Martam Construction	\$335,492.00	\$78,311.00
John Neri Construction	\$353,745.00	\$84,440.00
Kovilic Construction	\$398,311.00	\$102,800.00
A Lamp Concrete	\$469,415.00	\$78,407.50

**ALTERNATIVES:**

1. Authorize the Village Manager to execute an agreement
2. Discussion of the Committee

**RECOMMENDATION:** Staff recommends the Village Board approve the base and alternate bid from Earthwerks Corporation and the alternate bid for the resurfacing of the Public Safety Building

**BUDGET IMPACT:** Project funds are available in the 2010 budget

**ACTION REQUIRED:** Motion to approve a resolution authorizing the Village Manager to execute a purchase order and other associated documents to Earthwerks Corporation of Batavia, Illinois for \$283,807.50.

Resolution No.

Authorizing the Execution of a Purchase Order and Contract to Earthwerks Corporation for Stormwater Improvements at Veterans Park and Parking Lot Resurfacing of the Public Safety Building

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 Earthwerks Corporation of Batavia, Illinois for the construction of stormwater improvements and parking lot resurfacing for \$283,807.50.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, \_\_\_\_\_, 2010.

APPROVED:

\_\_\_\_\_  
Frank Soto  
Village President

ATTEST:

\_\_\_\_\_  
JoEllen Ridder, Village Clerk

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

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

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

Name	Base Bid	Alternate Bid
Earthwerks Corporation	\$215,606.50	\$68,201.00
Copenhaver Construction	\$266,386.00	\$74,377.50
Martam Construction	\$335,492.00	\$78,311.00
John Ncri Construction	\$353,745.00	\$84,440.00
Kovilic Construction	\$398,311.00	\$102,800.00
A Lamp Concrete	\$169,415.00	\$78,407.50

TYPE: Resolution

SUBMITTED BY: Paul Quinn

DATE: 7/7/10

DESCRIPTION: Resolution to approve Stage I Investigation at the Bensenville Fire District LUST Incident Site # 2010-0251

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input checked="" type="checkbox"/> <i>Financially Stable Government</i>	<input checked="" type="checkbox"/> <i>Safe Place to Live</i>
<input checked="" type="checkbox"/> <i>Cost Effective Services Responsive to Citizens</i>	<input type="checkbox"/> <i>Downtown as a Community Focal Point</i>
<input type="checkbox"/> <i>Open Government w/ Involved Citizens</i>	<input type="checkbox"/> <i>Regional Partnerships</i>

COMMITTEE ACTION:

DATE: July 13, 2010

**BACKGROUND**

The Village was required to remove two 600-gallon underground fuel tanks from the Fire District property located at 500 South York Road. Removal activities were completed on March 18, 2010 under the supervision of the Office of the State Fire Marshall (OSFM). Upon removal, and based on the site conditions, the OSFM determined that a release occurred after which our consultant requested an incident number from the Illinois Emergency Management Agency (IEMA) and was issued LUST #2010-0251. Because of the release, the Village is required to conduct a Stage I Site Investigation in accordance with the Environmental Protection Act and 35 Illinois Administrative Code.

**KEY ISSUES:**

The Stage I Site Investigation is designed to gather initial information regarding the extent of on-site soil and groundwater contamination that has resulted from a release. Specific requirements include soil borings and the collection of soil samples at required depths. Additionally, the regulation specifies the number of groundwater wells and samples. Provided the samples do not exceed Tier I remediation objectives, a Site Investigation Completion Report (SICR) can be submitted with a Corrective Action Plan for approval by the Illinois Environmental Protection Agency (IEPA). If samples exceed Tier I remediation objectives then a Stage II Site Investigation will be required.

The attached proposal from True North Consultants provides services that include the Stage I Investigation, Stage I Reporting, and LUST Fiscal Reporting. Additionally, the proposal includes soil borings, installation of groundwater monitoring wells, soil samples, and groundwater samples. The proposal expense totals \$19,600, is in line with IEPA requirements, and is eligible for LUST Fund reimbursement. The reimbursement will most likely occur in 2011.

**RECOMMENDATION:**

Staff recommends approval of the environmental services contract with True North Consultants of Warrenville, Illinois for the Stage I Site Investigation at the Bensenville Fire District.

**BUDGET IMPACT:**

A budget transfer will be required to for the expense of the Stage I Site Investigation.

**ACTION REQUIRED:**

Motion to approve a Resolution authorizing the Village Manager to execute a purchase order and other associated documents for environmental services with True North Consultants for \$19,600

**Resolution No.**  
**Authorizing the Execution of a Purchase Order and**  
**Environmental Consultant Services Agreement for the Bensenville Fire District**  
**Stage I Site Investigation to True North Consultants**

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 for environmental consultation services to True North Consultants of Warrenville, Illinois for \$19,600.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, \_\_\_\_\_, 2010.

APPROVED:

---

Frank Soto  
Village President

ATTEST:

---

JoEllen Ridder  
Village Clerk

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

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

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

**TYPE:** Purchase **SUBMITTED BY:** Andrew Schaeffer **DATE:** 07-06-2010

**DESCRIPTION:** Renewal of CCSi telephone systems support.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

Financially Sound Village  
 Quality Customer Oriented Services  
 Safe and Beautiful Village

Enrich the lives of Residents  
 Major Business/Corporate Center  
 Vibrant Major Corridors

**COMMITTEE ACTION:**

**DATE:**

**BACKGROUND:** CCSi (Custom Communication Systems, Inc.) has been servicing the Village's landline Tadiran telephone system since July of 2009. We entered into a 1 year service agreement in August of 2009. CCSi has been a great asset to the Village and is very responsive whenever an outage has occurred. They have saved the Village a lot of downtime due to the older phone equipment. Under the maintenance agreement they have replaced and upgraded much of the hardware and software.

**KEY ISSUES:** Village's phone system requires consistent maintenance and ongoing support to remain operational for residents and employees.

**ALTERNATIVES:** Do not renew maintenance agreement and pay on time of material basis. Risks of doing this include downtime, expensive parts replacement and non-priority service support.

**RECOMMENDATION:** Renewal of maintenance agreement for 1 year.

**BUDGET IMPACT:** \$18,900

**ACTION REQUIRED:** Committee recommendation to the board to proceed with renewal.

RESOLUTION NO.

A RESOLUTION APPROVING EXECUTION OF A  
MASTER WARRANTY ARRANGEMENT WITH CCSi COMMUNICATIONS

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

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

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

WHEREAS, CCSi Communications has provided the VILLAGE a Master Warranty Agreement to cover parts and labor to ensure the proper functioning of the VILLAGE'S telephone system for a period of twelve months; and

WHEREAS, such assistance is necessary to the proper maintenance and function of the telephone system; and

WHEREAS, for this purpose, the VILLAGE has determined that it is reasonable, necessary, and desirable to enter into the Master Warranty Agreement with CCSi Communications, which Agreement is attached hereto and incorporated herein by reference as Exhibit "A."

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

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

SECTION TWO: The Village President is hereby authorized and directed to execute

on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto, the Agreement attached hereto and incorporated herein by reference as Exhibit "A."

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 13th day of July, 2010.

APPROVED;

---

Frank Soto, Village President

ATTEST:

---

JoEllen Ridder, Village Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

TYPE: Motion

SUBMITTED BY: M. Rysavy

DATE: 07.13.10

**DESCRIPTION:**

Motion authorizing Public Works to hire United Water to perform the lift station removals from the demolition area in the amount of \$14,425.00, which will be directly reimbursed to the Village by the OMP.

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

COMMITTEE ACTION: NEW

DATE: 07.13.10

**BACKGROUND:**

Under the settlement agreement with the City of Chicago, the OMP is required to remove the decommissioned lift station equipment and deliver it to our Public Works. In order to control the quality of retrieval methods and the timeframe in which the work gets completed the OMP has asked this Village to hire United Water, which currently maintains the stations, to perform the removal and then be fully compensated by the OMP via a check request.

**KEY ISSUES:**

The Village would be acting as a pass through for the OMP. The best equipment retrieval will be performed by the company that currently maintains those systems and has the intimate knowledge of what to salvage. If the City has to go out for bid, the timeline will suffer greatly and risk pushing the salvage work into winter months. If that were to happen, there is a chance the equipment could freeze and be damaged due to winter conditions.

**ALTERNATIVES:**

Approve the Motion as presented.

Deny the Motion.

**RECOMMENDATION:**

The staff respectfully requests that the Board approve the Motion. In order to maintain control of the decommissioning process of the lift stations, it is important to have United Water perform this work.

**BUDGET IMPACT:**

No impact on budget. United Water has agreed to wait for payment until the Village receives the check reimbursement from the OMP, usually within 30-60 days.

**ACTION REQUIRED:**

Approval of the motion.

## Mark Rysavy

---

**From:** Paul Dadian [paul.dadian@cityofchicago.org]  
**Sent:** Monday, June 14, 2010 11:12 AM  
**To:** Mark Rysavy; Paul Quinn  
**Cc:** Doug Arends; Michelle Thompson; Neil Parikh; Randal Schiller; Thomas Lyon; Weston Parker  
**Subject:** VOB Lift Station Salvage

**Attachments:** Bensenville Lift station - OHare Salvage prop.doc



Bensenville Lift  
station - OHa...

Paul/Mark,

As part of the OMPs commitment to adhering to the Legal Agreement between the Village of Bensenville and the City of Chicago, I have obtained a "salvage of lift station Equipment" cost proposal from United Water. The cost quote includes all of the equipment identified for salvage (as of today) by the VOB located in lift stations LS-11 Clow, LS-18 Division, and LS-12 Garden. Because the work requires VOB departmental coordination, in regards to salvage delivery locations and quality of salvage supervision, I am asking that the work be performed under the direction of the VOB and reimbursable by the City of Chicago via a "check request invoice" to the VOB. I have spoken with Dan Hughes of United Water, and he has acknowledged and approved that payment from the VOB to United Water WILL NOT take place until the VOB has received the amount indicated in the attached proposal of \$14,425.00, from the City of Chicago.

Please advise if proceeding with the scope of work under VOB direction and payment, reimbursable by the City of Chicago, is approved.

Thanks  
Paul Dadian

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## Mark Rysavy

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**From:** Paul Dadian [paul.dadian@cityofchicago.org]  
**Sent:** Monday, June 28, 2010 6:01 PM  
**To:** Michael Cassady  
**Cc:** Mark Rysavy; James Chilton; Neil Parikh  
**Subject:** Fwd: VOB Lift Station Salvage

**Attachments:** VOB Lift Station Salvage



VOB Lift Station  
Salvage

Michael,

As we discussed on the phone a couple of weeks ago, the attached email was forwarded to Paul Quinn and it contains a cost estimate from United Water to remove and salvage Lift Station Equipment for 3 Village of Bensenville existing lift stations that will be decommissioned. I am asking that the salvage work be performed under the Village of Bensenville direction, but yet 100 % reimbursement through the City of Chicago via a "check request," which is exactly how the invoices for Mark's services are reimbursed. By having the current Village contractor (United Water), perform this work, it will save the City numerous general contractor mark-ups and also insure to the Village that there is care taken in the removal of this sensitive equipment. I cannot guarantee that a demolition contractor will take more care removing this equipment than an owner's rep maintenance contractor. I also cannot guarantee that United Water would be chosen by our demolition contractors because of our MBE/DBE minority requirements. In addition, United Water has agreed that payment of services rendered would NOT be dispersed from the Village until reimbursement from the City has occurred.

Your consideration for approval of performing the salvage of lift station equipment under the Village of Bensenville direction and 100 % reimbursable by the City, is appreciated.

Thanks  
Paul

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## Mark Rysavy

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**From:** Hughes, Dan [Dan.Hughes@UnitedWater.com]  
**Sent:** Friday, June 04, 2010 1:19 PM  
**To:** Paul Dadian; Randal Schiller; Timmer, Gary  
**Cc:** Paul Quinn; Robinson, Mark; Bunnell, Bruce; Mike Beranek; Moore, Mike (Grand Rapids); Ron Jaski; Robyn L. Doescher; Mark Rysavy  
**Subject:** Lift Station Equipment Removal Proposal UW  
**Attachments:** Bensenville Lift station - O'Hare Salvage prop.doc

Mr. Dadlan

The attached is United Water's Mechanical Services Group proposal for the lift Stations equipment removal at the O'Hare Modernization Project. Please contact Gary Timmer at 1-231, 578-3244 or Dan Hughes at 630 350-3486 if you have any questions.

Thank you,

Dan Hughes  
Project Manager

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**United Water**

**5555 Glenwood Hills Parkway SE**

**Grand Rapids, Michigan 49512**

**Tele: (616) 940-4218**

# Proposal

**To:** Paul Dadlan – O'Hare Modernization Program  
**From:** Gary Timmer  
**CC:** Paul Quinn – Village of Bensenville  
Dan Hughes – United Water  
**Date:** 5/3/2010  
**Re:** Lift Station equipment removal related to the airport expansion

---

**Scope of Service:** *United Water will purchase all materials and provide labor to remove the equipment listed below (Figure 1) from lift stations 11, 12, and 18. The estimate includes all labor, equipment, and materials including travel to and from the site. This work will be completed for a lump sum fee of \$14,425.00. The work does not include decontamination of the equipment which can be done by local United Water plant staff.*

*Assumptions include no more than three days to complete the work, the stations can be dewatered via existing pumps with only minor dewatering to be done via Vactor truck (~1000 gallons).*

***Exceptions:***

- Additional services not listed above can be provided by United Water at an hourly rate of \$85.00 per man and a cost plus 15% basis for materials and travel expenses upon the notification and acceptance of a Change Order.

***Schedule:*** United Water shall coordinate all activities with local project staff.

***Validity:*** Quote is valid for Sixty (60) days from the above date

***Payment Terms:*** Net 30 days payable upon completion of work

United Water's Mechanical Services Group shall provide the services as listed above, in accordance with the schedule provided, for the **Lump Sum of \$14,425.00**.

United Water would like to thank you for the opportunity to provide you with a cost proposal for the aforementioned work, if there are any questions regarding this proposal do not hesitate to call us at 231 578-3244. Please let Dan Hughes or I know if you would like to proceed with this work and we will provide a professional services agreement for your consideration.



Figure 1 – Equipment to be salvaged

1. LS-11 Claw
  - a. P-1 (motor and pump)
  - b. P-2 (motor and pump)
  - c. P-1 inlet valve
  - d. P-1 discharge valve
  - e. P-1 check valve
  - f. P-2 check valve
  - g. New Sumpac duplex pump controller
  - h. LS floats- 4 total
  - i. Electric service disconnect (Siemens 200 amp rain-tight)
  - a. P-1 (motor and pump)
  - b. P-2 (motor and pump)
  - c. P-1 inlet valve
  - d. P-1 discharge valve
  - e. P-1 check valve
  - f. P-2 check valve
3. LS-18 Division
  - a. Lift station control panel outer enclosure (green in color)
  - b. Stainless Steel lift station control panel enclosure
  - c. Portable generator receptacle
  - d. Electric service meter enclosure
  - e. Manual transfer switch
  - f. P-1 with chain, rails and rail brackets
  - g. P-2 with chain, rails and rail brackets
  - h. P-1 check and isolation valves
  - i. P-2 check and isolation valves
  - j. Bypass valve and fittings
  - k. Valve chamber sump pump

TYPE: Ordinance

SUBMITTED BY: S. Viger

DATE: 07.13.10

**DESCRIPTION:**

Ordinance granting a Conditional Use Permit to allow an "Athletic Facility (Outdoor)" for Project Storm Paintball at 811 E. Grand Avenue in an existing RS – 1 Single Family District.

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

COMMITTEE ACTION: Community & Economic Development

DATE: 06.15.10

**BACKGROUND:**

Project Storm Paintball is seeking to open an outdoor paintball facility on the Village owned site of the former Legends of Bensenville Golf Course at the corner of Grand Avenue and County Line Road. The lease has yet to be finalized.

**KEY ISSUES:**

Whether the application as presented meets the approval criteria found in the Zoning Ordinance for the Conditional Use Permit and if the proposed use is in the best interest of the Village as a whole and will not be detrimental to the local environs of the property in question. While a variance was published regarding parking on an unapproved surface, it was not discussed at the CDC as the petitioner at that time did not believe it would be necessary. It is now thought to be necessary for the use to have parking outside of the existing paved surface parking areas. The Village Board is asked to discuss this request.

**ALTERNATIVES:**

Approve the Ordinance as presented.

Approve the Ordinance with altered or additional conditions.

Remand the request to the CDC for further deliberation.

Deny the Ordinance.

**RECOMMENDATION:**

The staff respectfully requests that the Committee approve the Conditional Use Permit. At their June 7, 2010 Public Hearing the CDC voted (3 - 1) to recommend that the Village President and Board of Trustees approve the CUP with conditions. On June 15, 2010 the Community & Economic Development Committee voted (3 - 1) to approve the Conditional Use Permit.

**BUDGET IMPACT:**

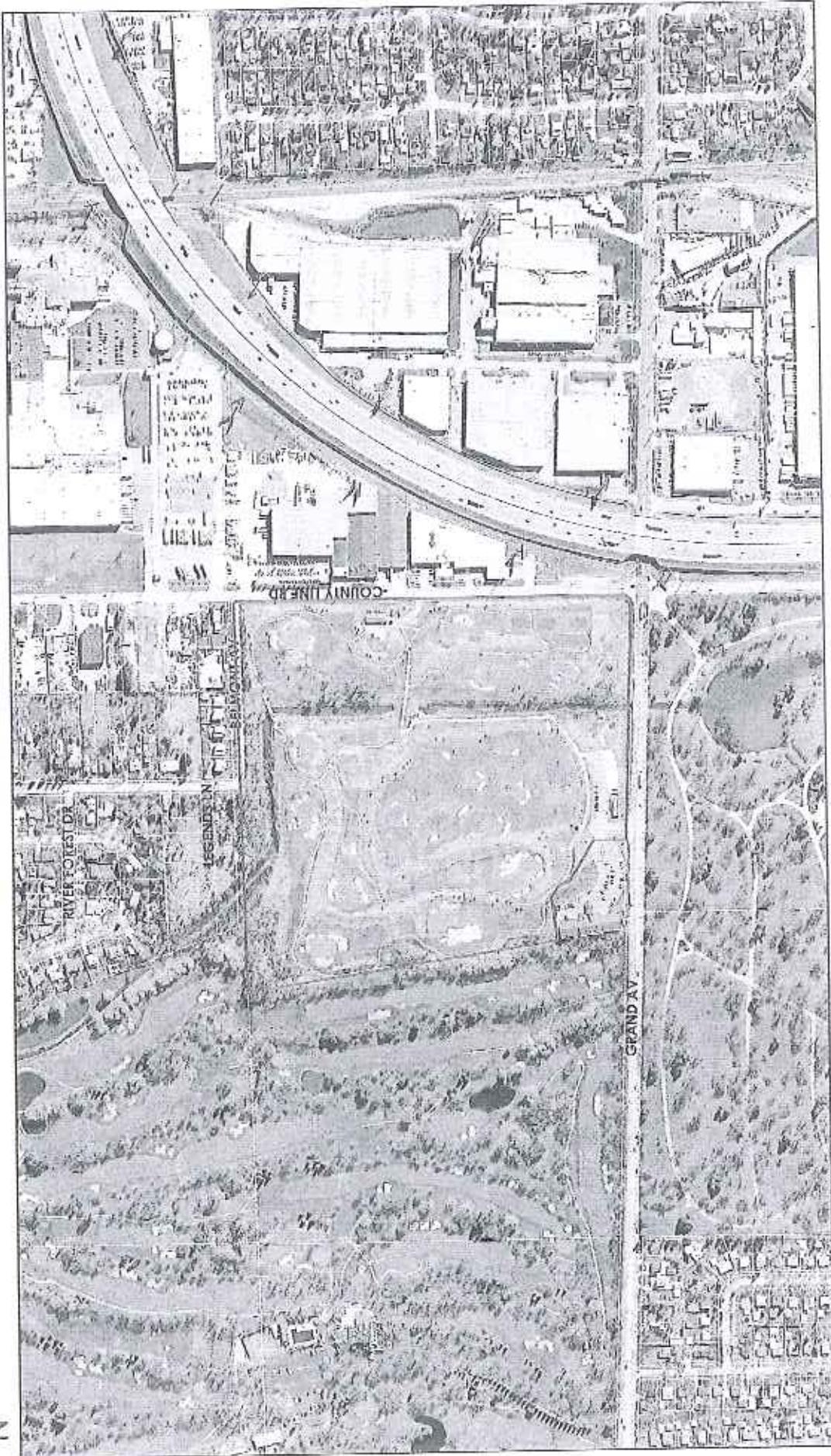
N/A

**ACTION REQUIRED:**

Ordinance approving the Conditional Use Permit for Project Storm Paintball at 811 E. Grand Avenue.

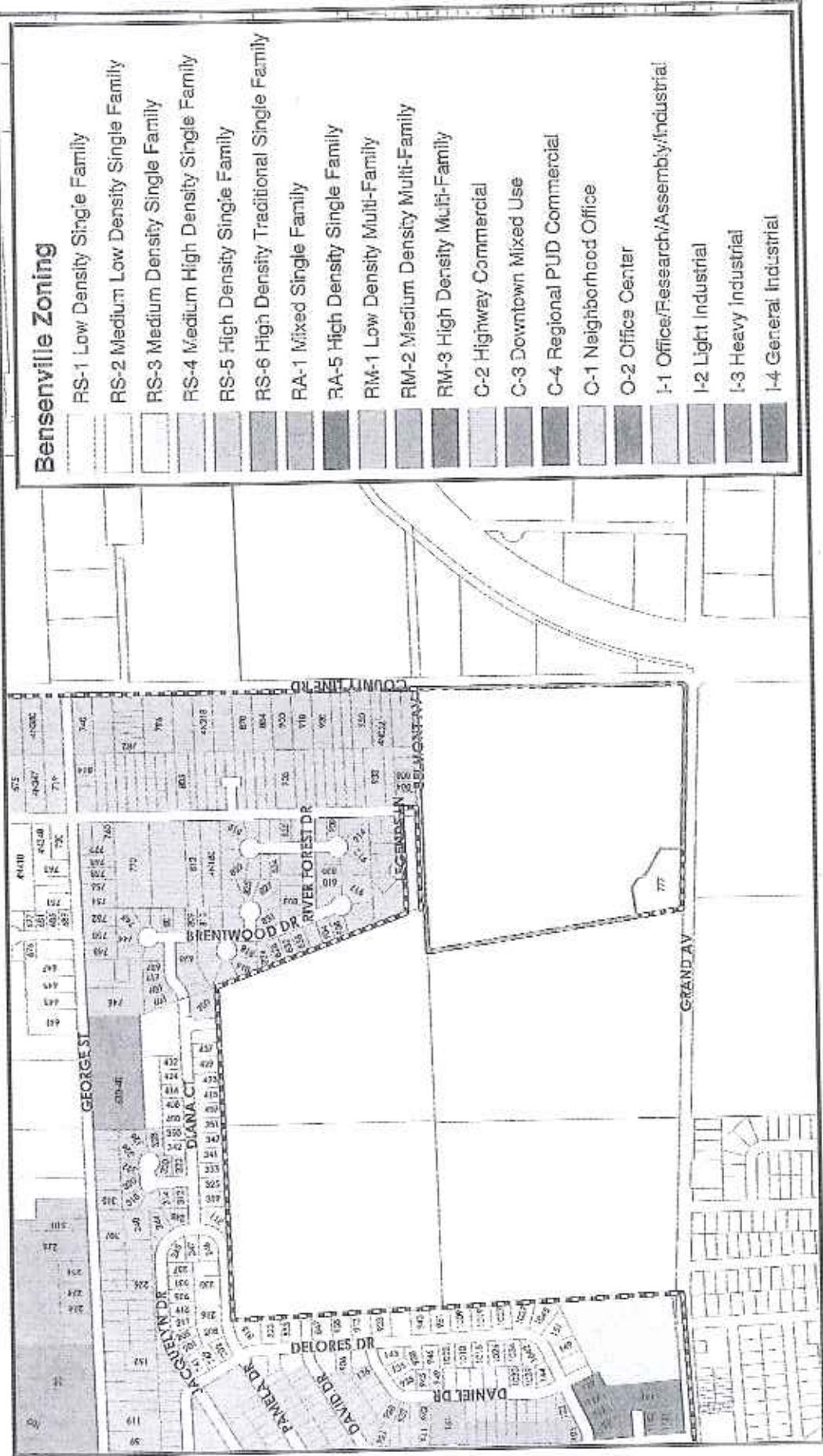
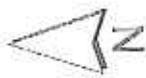
## Village of Bensenville

Legends Golf Course



# Village of Bensenville

Legends Golf Course



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT  
TO ALLOW AN ATHLETIC FACILITY, OUTDOOR  
"PROJECT STORM PARK LLC" AT  
811 E. GRAND AVENUE, BENSENVILLE, ILLINOIS

WHEREAS, Doug Leider, Project Storm Paintball Park LLC and the Village of Bensenville, (collectively the "Applicant") has filed an application seeking a conditional use permit to allow for an Athletic Facility, Outdoor, pursuant to Section 10-5-3 of *The Village of Bensenville Zoning Ordinance* ("Zoning Ordinance"), at the property commonly known as 811 E. Grand Avenue, and legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, Notice of Public Hearing with respect to the conditional use sought by Applicant was published on or about May 23, 2010, in the *Daily Herald*, being a newspaper having general circulation within the Village of Bensenville (the "Village"), all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on June 7, 2010, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, the Community Development Commission, pursuant to said Public Hearing, made Findings of Fact as to the granting of the conditional use permit as set out in the Staff Report and adopted a recommendation that the conditional use permit be granted subject to the following conditions as recommended in the Staff Report:

- 1) With regard to the conditional use permit, that: the Subject Property shall be utilized only in accordance with the plans submitted as part of the application.

WHEREAS, the Community Development Commission forwarded its recommendations, including its Findings of Fact, to the Village Board's Economic & Community Development Committee on June 15, 2010, which concurred in the recommendations made therein as are attached hereto as Exhibit "C" and incorporated herein by reference; and

WHEREAS, the Community & Economic Development Commission then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees on or about July 13, 2010; and

WHEREAS, the President and Board of Village Trustees have considered the matter herein and have determined that the granting of certain of the relief requested is consistent with the Zoning Ordinance and the orderly and harmonious development of the Village, subject to the recommended conditions to the conditional use permit.

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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 RS – 1 Low Density Single Family District, which zoning classification shall remain in effect subject to the conditional use permit granted herein.

**SECTION THREE:** That the Approval Criteria for a Conditional Use in the Staff Report, attached to the recommendations of the Community Development Commission in Exhibit "C" and adopted by the Community Development Commission as its Finding of Facts as to the Conditional Use permit herein, are hereby adopted by the President and Board of Trustees as and for their findings of fact.

**SECTION FOUR:** That, pursuant to Section 10-5-3 of the Zoning Ordinance, a conditional use permit is granted to allow for an Athletic Facility, Outdoor (Paintball Park) on the Subject Property on the conditions that: 1) the Subject Property be utilized only in accordance with the site plan submitted as part of the application, and 2) upon the continued occupancy and use of the property by Project Storm Paintball Park LLC for operation of an outdoor paintball park upon the cessation of which, the conditional use shall cease to exist.

**SECTION FIVE:** That all requirements of the Zoning Ordinance shall be applicable except as allowed by the conditional use permit granted under this Ordinance.

**SECTION SIX:** That the terms and conditions set forth herein are deemed to be a fundamental element of the relief granted under this ordinance, and are intended by the Village and the Applicant to run with the Subject Property throughout the Applicant's use of the Subject Property and shall 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 13th day of July, 2010.

ATTEST:

---

Frank Soto, Village President

JoEllen Ridder, Village Clerk

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

NAYES: \_\_\_\_\_

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

TYPE: Motion SUBMITTED BY: Village Manager DATE: 7-13-10

DESCRIPTION: Authorize the Village Manager to execute a Letter of Intent and License Agreement for the Project Storm Paintball Facility at Grand and County Line.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

**DATE:**

**BACKGROUND**

The Village has been approached by the petitioner of the Project Storm Paintball use to use the Village owned property at Grand Avenue and County Line Road. The 52 acre former Legends Golf Course is currently under-utilized.

**KEY ISSUES:**

Rather than contemplate a sale in the trough of the real estate market, a temporary use may be a good way to bridge this economy and a future redevelopment of the property. The five year LOI and subsequent License Agreement will require Project Storm to pay base rent of \$60,000 annually and percentage rent of 20 percent over a break point of \$500,000 (see attached Income Statement and Revenue Estimates provided by the petitioner). The first three months rent will be waived. The agreement may be terminated unilaterally by the Village with 90 days notice. The petitioner will be responsible for all property maintenance, safe operation of the facility, protection of the environmental barriers on-site and any real estate taxes levied as a result of the paintball use. The license financial consideration will be renegotiated for years 4 and 5. When all revenue sources are considered, this use will bring approximately \$100,000 in new annual revenues to the Village: Rent-\$60,000, % Rent - \$6,000, Sales Tax - \$8,000, Amusement Tax - \$4,200 and real estate taxes - \$25,000 (estimate only – all proceeds go to Village due to existing TIF District).

**ALTERNATIVES:**

1. Authorize the Village Manager to execute a License Agreement and LOI.
2. Do not approve.

**RECOMMENDATION:** Authorize the Village Manager to execute the LOI and License Agreement for Project Storm. This proposal is consistent with our Strategic Plan and allows a productive use of the property for athletic purposes.

**BUDGET IMPACT:** \$100,000 in new general fund revenues.

**ACTION REQUIRED:** Motion to authorize the Village Manager to execute a LOI and License Agreement for a Project Storm Paintball Facility.



LETTER OF INTENT

8 July 2010

Thomas Casey Hunt, Esq.  
Hunt, Kaiscr, Aranda & Subach, Ltd.  
1035 S. York Road  
Bensenville, IL 60106

Rc: The Project Storm Paintball/Legends  
Golf Course Letter of Intent  
Your File No.: 10-0237  
Our File No.: 09-983

Dear Mr. Hunt:

As you are aware, Bond, Dickson & Associates, P.C. services as Corporation Counsel for the Village of Bensenville. In connection with that representation, we understand that there have been discussions relative to establishing a Licensee on the Legends Golf Course, within the Village of Bensenville. It was the Village's intent to memorialize the terms and conditions of a License Agreement for the use of the Village property for paintball purposes. This Letter of Intent shall serve as the Village's expression of its intent to proceed to license the Licensee, subject to the necessary zoning approvals, including, but not limited to a Special Use Permit.

This Letter of Intent ("LOI") is designed to summarize the basic terms and conditions upon which the Village of Bensenville (hereinafter referred to as the "Village") contemplates the licensing of Project Storm Paintball (hereinafter referred to as the "Licensee") and the Licensee intends to utilize the Legends Golf Course property located at the intersection of Grand Avenue and County Line Road, Village of Bensenville, County of DuPage, State of Illinois (hereinafter referred to as the "Legends"). A legal description of the Legends, along with a current survey depicting the building locations, are attached hereto as Exhibit "A", together with all related rights, interests and other collateral assets, set forth further herein.

1. Licensed Premises: The Licensee shall be conducted exclusively on the entire 52-acre site, as provided by the Site Plan, which is attached hereto and incorporated herein as Exhibit "B". Licensee shall have access to the maintenance building and parking lot currently on the Legends.

2. License Term: The license shall be for a period of five (5) years commencing upon the execution of the License Agreement and running through the conclusion of the five (5) year period. The Village shall have the unilateral right, upon ninety (90) days advance written notice to the Licensee, to terminate the License Agreement. The rights of the parties with respect to said license shall terminate upon the conclusion of the license term as set forth herein or unless terminated earlier as provided for herein.

3. License Fee: The Licensee shall pay an annual license fee of Sixty Thousand and 00/100 Dollars (\$60,000.00), for the first three (3) years of the License Agreement, which fee shall be paid in twelve (12) equal installments of Five Thousand and 00/100 Dollars (\$5,000.00) per month, payable on the first of each month of the License. The first rental payment will be due on the fourth (4<sup>th</sup>) month after the execution of the License Agreement. The Licensee shall not be responsible for payment of any license fee for the first three (3) months. Any license fees, or portions thereof, which are not paid on or before the fifth (5<sup>th</sup>) day of the month shall accrue interest at the rate of eighteen percent (18%) per annum and shall constitute a material breach of this Agreement. The Licensee shall be afforded ten (10) days to remedy any such license payment deficiency, upon notice from the Village. Failure or refusal to satisfy any license delinquencies will result in the termination of the License at the conclusion of any month in which a license fee balance remains due and owing.

The license fee for years four (4) and five (5) are subject to negotiation by and between the parties. If the parties are unable to reach an agreement with respect to said license fee in years four (4) and five (5), either party has the right, upon ten (10) days written notice to the other party, to terminate the License Agreement. Licensee shall be responsible for paying the license fee at the then current rate upon until the point in time that a new rate is agreed upon or notice of termination of the license is provided.

4. Additional License Fee: In addition to the license fee provided for above, the Licensee shall pay twenty percent (20%) of the total revenues generated by the paintball and related operations to the Village, up to a maximum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00). Said additional license fee shall be paid on a quarterly basis, upon verification of sales figures by the Village.

5. Use of the Legends: The Licensee shall use the Legends to operate an outdoor paintball facility, utilizing the buildings and facilities currently on the Legends. The activities will be limited to those related to Licensees. Licensee shall be responsible for securing the appropriate buffers and screenings, which will be installed at the Licensee's exclusive expense, subject to advance approval by the Village. In no event shall the Licensee disturb or penetrate any portion of the soil or other property of the Legends, without prior Village approval, due to any potential environmental issues.

6. Village Access: The Village shall be permitted unlimited access to the Legends, provided said access does not interfere with the Licensees.

7. Property Maintenance: The Licensee shall be responsible for any and all property maintenance necessary for the Licensee. Such maintenance shall, in no way, result in disturbing the soil or other property on the Legends, without prior Village approval. Said maintenance shall be at the sole and exclusive expense of the Licensee. Any maintenance outside of customary maintenance shall require prior approval of the Village.

8. Utilities: Licensee shall be solely and exclusively responsible for any and all utility charges, costs or usage on the property during the term of the License and any other utility costs associated with the Licensee or the Licensee's use of the Legends.

9. Real Estate Taxes: To the extent that the License Agreement or the instant arrangement creates any real estate tax consequences as a result of the Licensee's use of the Legends, Licensee shall be solely and exclusively responsible for payment of said taxes. The Village will, at the commencement of the License term, establish a tax escrow which shall be funded at a level determined by the Village based upon the reasonably anticipated tax implications of the use of the Legends. Said escrow shall be fully funded at the commencement of the License term. Should the Village determine that additional money shall be escrowed, it shall provide notice to the Licensee of the amount of additional tax escrow monies required. The Licensee shall, within twenty-one (21) days, satisfy any escrow deficiencies. The Village will, when due, pay the real estate taxes on the property attributable to the License Agreement and/or the Licensee. The Village will provide an accounting of the tax escrow account, upon request.

10. Activities Discount: The Licensee will provide discounts to Village residents and local charities, within its discretion for events and activities on the Legends.

11. Licensee's Responsibility: Licensee shall provide a *pro forma* financial statement, along with the 2008 and 2009 Income Tax Returns for the Licensee. Licensee shall also provide a list of all partners and any other owners, along with the nature of their ownership interest, upon the execution of the License Agreement. The Licensee shall have a continuing obligation to reasonably update said information during the course of the License term. Licensee shall also be responsible for any additional documentation requested by the Village throughout the term of the License, along with any additional income tax returns. In addition thereto, Licensee shall provide monthly point of sale statements and financial documents relative to the Paintball and related Operation. The Village shall have the right to audit said funds, in accordance with generally accepted auditing procedures. Further, Licensee authorizes the State to provide the Village with the sales tax figures generated from the use of the Legends by Licensee.

12. Indemnification: The Licensee shall maintain liability insurance on the property with an insurance company licensed to transact business in the State of Illinois with at least an AA rating. Said policy shall be in the amount and type determined by the Village's current insurance carrier. In addition, the Village shall be named as an additional insured on said policy and a

copy of the Certificate of Insurance, naming the Village as additional insured, shall be provided to the Village upon the execution of a License Agreement.

13. Indemnification and Hold Harmless: Licensee shall indemnify, save, protect and hold harmless the Village, its elected officials, trustees, officers, agents, employees, attorneys and others from and against any and all claims on the property relating to the use of the property by Licensee. The Village shall retain the right to secure legal counsel of its choosing in the event of any litigation or threatened litigation brought as a result of the use of the licensed property, the Licensee agrees to reimburse the Village for any such attorney fee charges and costs associated with the defense of any claims brought resulting from the Licensee's use of the facility.

14. Notice: Any notice required or permitted to be given under this Letter of Intent will be in writing and will be deemed to have been sent by telefacsimile to the telefacsimile number provided below for the intended recipient of such notice or when delivered personally or on the date deposited in the United States Mail, Registered or Certified Mail, postage prepaid, return receipt requested and addressed as follows:

If to the Village:

Mr. Michael Cassady  
Village Manager  
Village of Bensenville  
12 South Center Street  
Bensenville, IL 60106

With a copy to:

Patrick K. Bond, Esq.  
Bond, Dickson & Associates, P.C.  
Corporation Counsel for the Village of Bensenville  
400 Knoll Street, Unit C  
Wheaton, Illinois 60187  
(630) 681-1000  
Fax: (630) 681-1020  
E-Mail: Patrickkbond@comcast.net

If to the Licensee:

Doug Leider

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With a copy to:

Thomas Casey Hunt  
Hunt, Kaiser, Aranda & Subach, Ltd.  
1035 S. York Road  
Bensenville, IL 60106  
(630) 860-7800  
Fax: (630) 860-8283  
E-Mail: \_\_\_\_\_

Or such other address as a party may, from time to time, specify in writing to the other party in accordance with the terms hereof.

15. Amendment: This Letter of Intent cannot be amended or terminated, except upon an instrument signed by all parties hereto.

16. Waiver. No failure by the Village or Licensee to insist upon the strict performance of any covenant, duty, agreement or condition of this Letter of Intent, or to exercise any right or remedy upon a breach thereof, will constitute a waiver thereof. Any party hereto, by notice to the other party, may, but will be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation or covenant of the other party hereto. No waiver will affect or alter any other covenant, agreement, terms or conditions of this Letter of Intent, all of which shall continue in full force and effect.

17. Captions. The captions of this Letter of Intent are for convenience and reference only and in no way define, limit or describe the scope or intent of this Letter of Intent.

18. Governing Law. This Letter of Intent has been entered into in the State of Illinois and will be interpreted under and governed by the laws of the State of Illinois.

19. Binding Effect. This Letter of Intent will bind and inure to the benefit of the parties hereto and their respective successors and assigns.

This Letter of Intent will go into full force and effect upon appropriate approval by the Village and acceptance by the Licensee. Immediately upon the execution of the Letter of Intent, the parties shall immediately commence the preparation of the License Agreement.

If the foregoing correctly reflects our understanding and agreement with respect to the matters described herein, please acknowledge and approve by countersigning this Letter of Intent and return the enclosed copy of this Letter of Intent to the undersigned.



Thomas Casey Hunt, Esq.  
8 July 2010  
Page 6 of 6

Should you have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,

BOND, DICKSON & ASSOCIATES, P.C.

*/s/ Patrick K. Bond*

Patrick K. Bond

PKB/jjk

cc: Michael Cassady, Village Manager  
Denise Picroni, Deputy Village Manager  
Gary Thorsen, Director of Community Events and  
Special Facilities Marketing and Programming  
Scott Viger, Director of Community Development

ACCEPTED BY:

VILLAGE OF BENSENVILLE

By:

Michael Cassady, Village Manager

Dated: July 13, 2010

ACCEPTED BY:

PROJECT STORM PAINTBALL

By:

Doug Leider

Dated: July \_\_\_\_, 2010

***Project Storm Paintball***  
***Net Income Year 1***

**Total Revenue Year 1**

Admissions	\$	84,450.00
Pro Shop	\$	66,000.00
Food/Beverage	\$	42,225.00
Rental Equipment/Paintballs	\$	<u>337,800.00</u>
		<b>Total Revenue \$ 530,475.00</b>

**Expenses**

Payroll	\$	191,700.00
Operations	\$	205,500.00
Entertainment Tax 5%	\$	4,222.50
Payroll Tax 7.65%	\$	14,665.05
Food/Beverage/Retail Tax 7.25%	\$	<u>7,846.31</u>
		<b>Total Expenses \$ 423,933.86</b>

**Net Income Year 1 \$ 106,541.14**

***Project Storm Paintball***  
***Net Income Year 2***

**Total Revenue Year 2**

Admissions	\$ 126,800.00
Pro Shop	\$ 75,000.00
Food/Beverage	\$ 63,400.00
Rental Equipment/Paintballs	\$ 507,200.00

**Total Revenue \$ 772,400.00**

**Expenses**

Payroll	\$ 237,000.00
Operations	\$ 235,500.00
Entertainment Tax 5%	\$ 6,340.00
Payroll Tax 7.65%	\$ 18,130.50
Food/Beverage/Retail Tax 7.25%	\$ 10,034.00

**Total Expenses \$ 507,004.50**

**Net Income Year 2 \$ 265,395.50**

# *Project Storm Paintball*

## *Projected Revenue Sharing*

### *Projected Revenue Sharing Package*

<b>Year 1</b>	
Total Revenue	\$ 530,475.00
Total Expenses	<u>\$ 423,934.00</u>
<b>Total Net Income \$ 106,541.00</b>	
50% Village Income	\$ 53,270.50
5% Entertainment Tax	<u>\$ 4,222.50</u>
<b>Year One Village Income \$ 57,493.00</b>	

<b>Year 2</b>	
Total Revenue	\$ 772,400.00
Total Expenses	<u>\$ 507,004.00</u>
<b>Total Net Income \$ 265,396.00</b>	
50% Village Income	\$ 132,698.00
5% Entertainment Tax	<u>\$ 6,340.00</u>
<b>Year Two Village Income \$ 139,038.00</b>	

# *Project Storm Paintball*

## Total Revenue Year 1

Total Revenue Year 1 \$530,475

## *Project Storm Paintball* Total Revenue Year 2

Total Revenue Year 2 \$772,380

TYPE: OrdinanceSUBMITTED BY: Denise PieroniDATE: 07/13/10DESCRIPTION: First Quarterly Review of and Third (3<sup>rd</sup>) Amendment to the 2010 Budget.**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>

ASSIGNED COMMITTEE: Administration, Finance &amp; Legislation

DATE: 07/09/10**BACKGROUND:**

A comprehensive amendment to the 2010 budget was approved in March of 2010. This amendment provided for certain restructuring and also served to transition the Village to a calendar fiscal year. The transition process continues and should be completed in advance of the commencement of the 2011 budget process. Presented for Committee review at this time is the first quarterly report for the transition period. This report focuses on the major operating funds (General and Utility (Water & Sewer and StormWater) as well as the Capital Improvement Fund. Copies of the more detailed reports are included in the Finance Department Report. The following are summaries of current status of these funds:

	<i>Amended Budget 05/09 - 12/10</i>	<i>Encumbrances thru 06/30/2010</i>	<i>Available Budget as of 07/01/10</i>
<i>General Fund Summary</i>			
<i>Revenues/Transfers</i>	27,844,796	18,838,903	9,005,893
<i>Expenditures</i>	27,456,600	18,523,160	8,933,440
<i>Revenues/Transfers over(under) Expenditures</i>	388,196	315,743	
		<i>Actuals/ 06/30/2010</i>	
<i>Water &amp; Sewer Fund Summary</i>	<i>Amended Budget 05/09 - 12/10</i>	<i>Encumbrances thru 06/30/2010</i>	<i>Available Budget as of 07/01/10</i>
<i>Revenues/Transfers</i>	15,096,467	11,214,222	3,882,245
<i>Expenditures</i>	15,139,912	8,611,298	6,528,614
<i>Revenues/Transfers over(under) Expenditures</i>	(43,445)	2,602,924	
	<i>Amended Budget 05/09 - 12/10</i>	<i>Actuals/ thru 06/30/2010</i>	<i>Available Budget as of 07/01/10</i>
<i>Storm Water Fund Summary</i>			
<i>Revenues/Transfers</i>	-	-	-
<i>Expenditures</i>	159,942	504	159,438
<i>Revenues/Transfers over(under) Expenditures</i>	(159,942)	(504)	
	<i>Amended Budget 05/09 - 12/10</i>	<i>Actuals/ thru 06/30/2010</i>	<i>Available Budget as of 07/01/10</i>
<i>Capital Improvement Fund Summary</i>			
<i>Revenues/Transfers</i>	5,650,020	4,560,519	1,089,501
<i>Expenditures</i>	4,504,476	817,314	3,687,162
<i>Revenues/Transfers over(under) Expenditures</i>	1,145,544	3,743,205	

**KEY ISSUES:**

Following the adoption of the March 16<sup>th</sup> amendment to the budget it was discovered that the additional funds needed to cover the cost of the PACE program for the full 20 month period were not picked up in the amendment

due to a formula error. An amendment to the budget to cover this additional cost is recommended. Based on our analysis of the General Fund, we should be able to cover this cost with current revenues. Additionally, the amendment also establishes expenditure levels within the newly established Special Service Area and TIF Funds. These expenditure levels are consistent with the advances already approved by the Board.

**ALTERNATIVES:**

- Discretion of Committee/Board

**BUDGET IMPACT:** This amendment would increase the 2010 General Fund Operating budget by \$180,000 which would be covered by the currently projected year-end balance within this fund. The \$255,000 to be allocated amongst the Special Projects CIP budget would be ultimately covered by the revenues derived by those funds.

**ACTION REQUIRED:** Committee review of the financial reports and recommendation to the Village Board on the proposed budget amendment. Following a report on the findings of the Committee on this matter, Board action on the Ordinance approving the 3<sup>rd</sup> amendment to the 2010 budget.

VILLAGE OF BENSENVILLE

ORDINANCE NO. 10-\_\_\_\_\_

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THIRD AMENDMENT TO THE VILLAGE OF BENSENVILLE, ILLINOIS  
FISCAL YEAR 2010 BUDGET

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ADOPTED BY THE CORPORATE AUTHORITIES OF THE  
VILLAGE OF BENSENVILLE THIS 13<sup>th</sup> DAY OF JULY, 2010

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Published in pamphlet form by authority of the Corporate Authorities of the  
Village of Bensenville, Illinois, this \_\_\_\_\_ day of July 2010

ORDINANCE NO. \_\_\_\_\_  
**THIRD AMENDMENT TO THE VILLAGE OF BENSENVILLE  
FISCAL YEAR 2010 BUDGET**

**WHEREAS**, the Annual Budget of the Village of Bensenville for the Fiscal Year 2010 was approved on December 9, 2008 and amended on April 30, 2009 and March 16, 2010 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 2010 adopted by the Board of Trustees on December 8, 2008 by Ordinance No. 101-2008 and subsequently amended by Ordinance No. 29-2009 and Ordinance No. 28-2010 is hereby further amended as follows:

Fund/Dept/Division	Category	Current Budget	Increase(Decrease)	Adjusted Budget
General Fund (110)				
PW Admin - PACE	Contractual Services	249,207	175,000	424,207
PW Admin - PACF	Commodities	17,500	5,000	22,500
			<b>180,000</b>	
Total General Fund Adj				
SSA 3 (332)	Professional Services	-	10,000	10,000
SSA 4 (334)	Professional Services	-	17,500	17,500
SSA 5 (335)	Professional Services	-	5,000	5,000
SSA 6 (336)	Professional Services	-	17,500	17,500
SSA 7 (337)	Professional Services	-	15,000	15,000
SSA 8 (338)	Professional Services		10,000	10,000
SSA 9 (339)	Professional Services		30,000	30,000
TIF 13 (379)	Professional Services		150,000	150,000

**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 13<sup>th</sup> DAY OF JULY 2010, BY ROLL CALL VOTE AS FOLLOWS:

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

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

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

RECUSE: \_\_\_\_\_

APPROVED THIS \_\_\_\_\_ DAY OF JULY 2010

\_\_\_\_\_  
Frank Soto, Village President

ATTESTED AND FILED THIS \_\_\_\_\_ DAY OF JULY 2010.

\_\_\_\_\_  
Village Clerk

Published in Pamphlet form this \_\_\_\_\_ Day of July 2010.

TYPE: Ordinance SUBMITTED BY: Mike Cassady/Mary Dickson DATE: July 8, 2010

**DESCRIPTION:** AN ORDINANCE AUTHORIZING THE EXCLUSION AND DISCONNECTION OF CERTAIN REAL PROPERTY FROM THE VILLAGE OF BENSENVILLE

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

**COMMITTEE ACTION:** None required

**DATE:**

**BACKGROUND:** As part of its settlement of the condemnation suits brought by the City of Chicago, the Village agreed to allow the disconnection of specific property from the Village, to allow it to be annexed to the City of Chicago. This Ordinance makes the requisite findings, and allows for such disconnection in accordance with the parties agreement and in accordance with the applicable municipal code provisions.

**KEY ISSUES:**

**ALTERNATIVES:**

**RECOMMENDATION:** Staff and the Village Attorney recommend the adoption of this Ordinance, which is in accordance with the terms of the agreement previously approved by the Village Board in settlement of the condemnation litigation.

**BUDGET IMPACT:**

**ACTION REQUIRED:** Board consideration of this Ordinance.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE EXCLUSION  
AND DISCONNECTION OF CERTAIN REAL PROPERTY FROM THE  
VILLAGE OF BENSENVILLE

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 City of Chicago (hereinafter the "City") has acquired certain Property located within the Village for purposes of the expansion of O'Hare International Airport (hereinafter the "Property"); and

WHEREAS, among the Property acquired by the City was property which was owned by the Village; and

WHEREAS, pursuant to an agreement between the City and the Village, under which the City acquired the Village-owned property, the Village and the City agreed that a designated portion of the property acquired by the City, which at the time of acquisition was located within the Village, would be disconnected from the Village, to allow its annexation to the City (hereinafter the "Territory"); and

WHEREAS, a copy of the Plat of Disconnection and Exclusion, as well as a legal description of the Territory to be disconnected, is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, the Territory is unoccupied and is located along the boundary line between the Village and the City; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/7-1-25, allows for the exclusion and disconnection of any unoccupied territory, lying along the boundary line between two adjoining municipalities to be excluded from one municipality and annexed to the other municipality by adoption of an ordinance by each municipality which provides for the exclusion and annexation; and

WHEREAS, the Village and the City have agreed that the sum of \$1.00 will constitute a settlement of the debts and municipal property between them for the disconnection and annexation of the Territory as provided in the Illinois Municipal Code, Sections 7-1-31, 7-1-32, and 7-1-32.

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

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

**SECTION TWO:** The Corporate Authorities of the Village find that it is necessary and appropriate to approve the exclusion and disconnection of the Territory as shown and

described in Exhibit A from the Village to allow for its subsequent annexation by the City, and hereby disconnects and excludes the Territory.

**SECTION THREE:** In connection with such disconnection of the Territory by the Village and its annexation to the City, the Village hereby approves a settlement of the debts and municipal property between the Village and the City as provided in the Illinois Municipal Code, Sections 7-1-31, 7-1-32, and 7-1-33 in the total amount of \$1.00 payable to the Village.

**SECTION FOUR:** The Village President and Village Clerk are hereby authorized and directed to take all action necessary, including, but not limited to, the execution of any documents necessary to effectuate the exclusion and disconnection of the Territory from the Village.

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

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, this 13th day of July, 2010.

APPROVED:

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Frank Soto, Village President

ATTEST:

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JoEllen Ridder, Village Clerk

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

NAYES: \_\_\_\_\_

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

Published in Pamphlet Form: \_\_\_\_\_, 2010.

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