



# VILLAGE OF BENSENVILLE

**Village Board**  
President  
Frank Soto

**Trustees**  
John Adamowski  
Morris Bartlett  
Patricia A. Johnson  
Martin O'Connell  
Oronzo Peconio  
Henry Wesseler  
**Village Clerk**  
JoEllen Ridder

**Village Manager**  
Michael Cassady

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

**6:30 P.M. Tuesday, September 14, 2010**

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

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

August 24, 2010 – Board of Trustees
- VII. WARRANT – September 14, 2010 #10/34 - \$889,936.37
- VIII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
  1. *Resolution Authorizing the Execution of a Purchase Order for One Marked Squad Car*
  2. *Resolution Authorizing the Execution of a Purchase Order for One Unmarked Squad Car*
  3. *Resolution Authorizing the Execution of a Purchase Order and Contract with Baxter & Woodman Engineering Consultants for Engineering Services to Update the Pavement Maintenance Program.*
  4. *Resolution Authorizing The President To Execute A Certain Labor Agreement Between The Village Of Bensenville and Metropolitan Alliance of Police (MAP) Bensenville Police Chapter #165- Police Officers*

IX. **REPORTS OF STANDING COMMITTEES**

A. Community and Economic Development Committee

1. *Ordinance Granting a Conditional Use Permit for a Recycling Center for Warrior Scrap Metal, 1141 E. Green Street, Bensenville, IL*

B. Infrastructure and Environment Committee – No Report

C. Administration, Finance and Legislation Committee

1. *Resolution Authorizing the Use of Financial Institutions for Village Business*
2. *Resolution Designating Charter One Bank as the Depository for the Village of Bensenville*
3. *Ordinance Proposing the Establishment of Special Service Area Number 3 (North Industrial District Improvements) In the Village of Bensenville and Providing For A Public Hearing and Other Procedures in Connection Therewith*
4. *Ordinance Proposing the Establishment of Special Service Area Number 4 (North Industrial District Improvements) In the Village of Bensenville and Providing For A Public Hearing and Other Procedures in Connection Therewith*
5. *Ordinance Proposing the Establishment of Special Service Area Number 5 (North Industrial District Improvements) In the Village of Bensenville and Providing For A Public Hearing and Other Procedures in Connection Therewith*
6. *Ordinance Proposing the Establishment of Special Service Area Number 6 (North Industrial District Improvements) In the Village of Bensenville and Providing For A Public Hearing and Other Procedures in Connection Therewith*
7. *Ordinance Proposing the Establishment of Special Service Area Number 7 (North Industrial District Improvements) In the Village of Bensenville and Providing For A Public Hearing and Other Procedures in Connection Therewith*

8. *Ordinance Proposing the Establishment of Special Service Area Number 8 (North Industrial District Improvements) In the Village of Bensenville and Providing For A Public Hearing and Other Procedures in Connection Therewith*
9. *Ordinance Proposing the Establishment of Special Service Area Number 9 (North Industrial District Improvements) In the Village of Bensenville and Providing For A Public Hearing and Other Procedures in Connection Therewith*

D. Public Safety Committee – No Report

IX. INFORMATION ITEMS

A. PRESIDENT'S REMARKS

*Announcement: Rescheduling of the Regular Board Meeting of October 12<sup>th</sup> to commence at 6pm.*

B. VILLAGE MANAGER'S REPORT

C. VILLAGE ATTORNEY'S REPORT

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

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

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

**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**

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

**August 24, 2010**

**CALL TO ORDER:** 1. President Soto called the meeting to order at 7:05 p.m.

**ROLL CALL:** 2. Upon roll call by Village Clerk, JoEllen Ridder, the following Board Members were present:

Adamowski, Bartlett, O'Connell, Peconio, Wessler

Absent: Johnson

A quorum was present.

**Motion:** Trustee Peconio made a motion to move Presidential Remarks to the beginning of the agenda. Trustee Wessler seconded the motion.

All were in favor.

Motion carried.

**PRESIDENTS  
REPORT:**

President Soto thanked the Bensenville Park District for their cooperation by helping to develop and enter into an Intergovernmental Agreement for the purpose of reconstruction work to be done at Veterans Park. This work will be instrumental in helping to alleviate the flooding that occurs at Church Road and Green Street.

President Soto presented checks to The Bensenville Park District, The Bensenville Library, District 100, District 2, and The Bensenville Fire Department for their portion of the retired TIF 1.

President Soto informed residents of an event being held on August 28<sup>th</sup> that can help assist any residents who are facing possible forecloses. The event will be held at Fenton High School.

President Soto read a proclamation into the record for the Director of Public Works, Paul J. Quinn III.

**PUBLIC  
COMMENT:**

*There was no public comment.*

**APPROVAL OF  
MINUTES:**

3. The August 10, 2010 Village Board Meeting minutes were presented.

Motion:

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

All were in favor.

Motion carried.

**WARRANT NO.  
10/33:**

4. President Soto presented **Warrant No. 10/33** in the amount of \$2,057,069.28

Motion:

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

**ROLL CALL:**

AYES: Adamowski, Bartlett, O'Connell, Peconio, Wessler

NAYS: None

Motion carried.

**Ordinance No.  
63-2010:**

5. Village President, Frank Soto, gave the summarization of the action contemplated in **Ordinance No. 63-2010** entitled **A Ordinance Granting the Rezoning of Property Located at 430 & 434 S. York Road, Bensenville, Illinois from a RA-1 Mixed Residential District to a C-2 Highway Commercial District.**

Motion:

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

**ROLL CALL:**

AYES: Adamowski, Bartlett, O'Connell, Peconio, Wessler

NAYS: None

Motion carried.

**Ordinance No.**  
**64-2010:**

6. Village President, Frank Soto, gave the summarization of the action contemplated in **Ordinance No. 64-2010** entitled **A Ordinance Approving a Site Plan Submitted to the Use of Property 430, 434, and 438 S. York Road, Bensenville, Illinois.**

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

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

**Ordinance No.**  
**:**

7. Village President, Frank Soto, gave the summarization of the action contemplated in **Ordinance No.** entitled **An Ordinance Denying the Grant of a Conditional Use Permit to Allow a Recycling Center at 1141 E. Green Street, Bensenville, Illinois.**

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

**ROLL CALL:** AYES: None  
NAYS: Adamowski, Bartlett, O'Connell, Peconio, Wessler  
Motion failed.

**Resolution No.**  
**R-64-2010:**

8. Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No. R-64-2010** entitled **A Resolution Authorizing the Sale of Municipal Owned Real Estate, 540 S. County Line Road, Bensenville, Illinois.**

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

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

NAYS: None

Motion carried.

*Direction was given to Village Manager, Michael Cassady to find an alternate location for brush drop off before selling 540 S. County Line Road.*

**Resolution No.  
R-65-2010:**

9. Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No. R-65-2010** entitled **A Resolution Authorizing the Village Manager to Approve a Balancing Change Order for the Volk Brothers Subdivision Improvement Project.**

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

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

NAYS: None

Motion carried.

**Resolution No.  
R-66-2010:**

10. Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No. R-66-2010** entitled **A Resolution Authorizing the Village Manager to Issue a Purchase Order for the Refurbishment of Truck No. 703.**

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

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

NAYS: None

Motion carried.

**Resolution No.**  
**R-67-2010:**

11. Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No. R-67-2010** entitled **A Resolution Authorizing the Village Manager to Execute a Purchase Order and 12 Month Contract Extension with United Water Environmental Services, Inc.**

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

**ROLL CALL:** AYES: Bartlett, O'Connell, Peconio, Wessler

NAYS: Adamowski

Motion carried.

**Resolution No.**  
**R-68-2010:**

12. Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No. R-65-2010** entitled **A Resolution Authorizing the Execution of an Agreement between the Village of Bensenville and Crowe Horwath to Provide an Annual Audit of the Village's Financial Statement.**

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

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

NAYS: None

Motion carried.

**Resolution No.**  
**\_\_\_\_\_ :**

13. Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No. \_\_\_\_\_** entitled **A Resolution Authorizing the Use of Financial Institutions for the Village of Business.**

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

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

NAYS: Peconio, Wessler, President Soto

Motion failed.



**Resolution No.**

                   :

14. Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No.** entitled **A Resolution Designating Charter One Bank as the Depository for the Village of Bensenville.**

Motion:

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

**ROLL CALL:**

AYES: Adamowski, Bartlett, O'Connell

NAYS: Peconio, Wessler, President Soto

Motion failed.

**Resolution No.**

**R-69-2010:**

15. Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No. R-69-2010** entitled **An Updated Resolution Declaring the Village's Official Intent to Reimburse Expenditures for Special Service Area #4.**

Motion:

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

**ROLL CALL:**

AYES: Adamowski, Bartlett, O'Connell, Peconio, Wessler

NAYS: None

Motion carried.

**Resolution No.**

**R-70-2010:**

16. Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No. R-70-2010** entitled **An Updated Resolution Declaring the Village's Official Intent to Reimburse Expenditures for Special Service Area #5.**

Motion:

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

**ROLL CALL:**

AYES: Adamowski, Bartlett, O'Connell, Peconio, Wessler

NAYS: None

Motion carried.

**Resolution No.**

**R-71-2010:**

17. Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No. R-71-2010** entitled **An Updated Resolution Declaring the Village's Official Intent to Reimburse Expenditures for Special Service Area #6.**

Motion:

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

**ROLL CALL:**

AYES: Adamowski, Bartlett, O'Connell, Peconio, Wessler

NAYS: None

Motion carried.

**Resolution No.**

**R-72-2010:**

18. Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No. R-72-2010** entitled **An Updated Resolution Declaring the Village's Official Intent to Reimburse Expenditures for Special Service Area #7.**

Motion:

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

**ROLL CALL:**

AYES: Adamowski, Bartlett, O'Connell, Peconio, Wessler

NAYS: None

Motion carried.

**Resolution No.**

**R-73-2010:**

19. Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No. R-73-2010** entitled **An Updated Resolution Declaring the Village's Official Intent to Reimburse Expenditures for Special Service Area #8.**

Motion:

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

**ROLL CALL:**

AYES: Adamowski, Bartlett, O'Connell, Peconio, Wessler

NAYS: None

Motion carried.

**Ordinance No.  
65-2010:**

20. Village President, Frank Soto, gave the summarization of the action contemplated in **Ordinance No. 65-2010** entitled **A Ordinance A Study of the Feasibility of Establishing Tax Increment Allocation Financing to Improve Deteriorating Physical Conditions and Stimulate New Economic Development within the North Industrial District. (North Industrial District TIF District)**

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

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

NAYS: None

Motion carried.

**Resolution No.  
R-74-2010:**

21. Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No. R-74-2010** entitled **A Resolution Authorizing the Engagement of Chapman Cutler LLP for Bond Counsel Services Related to the Proposed North Industrial Park Special Service Areas and Tax Increment Financing District in the Village of Bensenville.**

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

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

NAYS: None

Motion carried.

Motion: Trustee Peconio made a motion to approve a letter of intent with Emergency Telephone System Board for Implementation of County-wide Interoperability in Emergency Radio Dispatching. Trustee O'Connell seconded the motion.

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

NAYS: None

Motion carried.

**MANAGERS**

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

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

All were in favor.

Motion carried.

President Soto adjourned the meeting at 8:30 p.m.

JoEllen Ridder  
Village Clerk

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

**TYPE:** Resolution **SUBMITTED BY:** F. Kosman **DATE:** 8/25/10

**DESCRIPTION:** Authorization to Purchase One 2011 Ford Taurus SE and One 2011 Ford Crown Victoria Police Interceptor for the Police Department

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:** Public Safety

**DATE:** 09/14/10

**BACKGROUND:**

The Police Department is requesting the replacement of two vehicles in its fleet. One vehicle would replace a 1997 Ford Taurus that was damaged by flooding last month. The vehicle had 60,023 miles and was used by the detective division. The new vehicle would be assigned to the Chief of Police and the vehicle currently assigned to the Chief would be assigned to the Detective Division. The other vehicle would replace a 2003 Ford Expedition that has been experiencing numerous mechanical problems. The vehicle had been used as the canine unit in the patrol division and has an odor that has not been able to be completely removed. The vehicle has 89,916 miles as of this date. The new vehicle would be assigned to the Detective Division.

**KEY ISSUES:**

As part of the Suburban Purchasing Cooperative, SPC, through the DuPage Mayors and Managers Conference, the Village is able to utilize that organization's Joint Purchasing Program that awards purchase contracts for vehicles through competitive bids. This process satisfies the Village's purchasing requirement as per Village Code.

Currie Motors of Frankfort was awarded the contract for the 2011 Ford Taurus SE. The cost of the vehicle is as follows:

Base Cost:	\$19,257.75
SPC Administrative Fee:	\$100.00
Document Fee:	\$154.38
Title and Registration:	\$105.00
Total	\$19,617.13

Brederman Ford of Glenview was awarded the contract for the Police Pursuit Vehicle, a 2011 Ford Crown Victoria Police Interceptor. The cost of the vehicle is as follows:

Base Cost:	\$20,952.00
SPC Administrative Fee:	\$100.00
Equipment Options:	\$2,672.00
Powertrain Extended Warranty:	\$1,670.00
Title and Registration:	\$105.00
Total	\$25,499.00

**ALTERNATIVES:**

1. Approve the two Resolutions to Purchase the two vehicles.
2. Discretion of the Board.

**RECOMMENDATION:**

Staff recommends approval of the Resolution. This involvement in the task force is an efficient use of resources in this labor intensive and highly specialized area of law enforcement.

**BUDGET IMPACT:**

The purchase to the two vehicles was included in the capital projects section of the amended FY2010 budget.

**ACTION REQUIRED:**

Two motion to approve two resolutions that authorize the Village Manager to execute a purchase order for the Taurus from Currie Motors and the CVPI from Brederman Ford.

**RESOLUTION NO.**  
**AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR ONE**  
**MARKED SQUAD CAR**

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

That the Village Manager is hereby authorized to execute a purchase order and other associated documents to Brederman Ford of Glenview, Illinois for the purchase of one (1) 2011 Ford Crown Victoria Police Interceptor vehicle from account number 31080800-595000 for a total amount not to exceed \$25,499.00.

That the purchase authorized by this Resolution constitutes a joint purchase through the Suburban Purchasing Cooperative, and, therefore, is exempt from formal and informal bidding requirements that might otherwise be applicable.

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

APPROVED:

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

ATTEST

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

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

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

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

**RESOLUTION NO.**  
**AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR ONE**  
**UNMARKED SQUAD CAR**

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

That the Village Manager is hereby authorized to execute a purchase order and other associated documents to Currie Motors of Frankfort, Illinois for the purchase of one (1) 2011 Ford Taurus SE vehicle from account number 31080800-595000 for a total amount not to exceed \$19,618.00.

That the purchase authorized by this Resolution constitutes a joint purchase through the Suburban Purchasing Cooperative, and, therefore, is exempt from formal and informal bidding requirements that might otherwise be applicable.

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

APPROVED:

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

ATTEST

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

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

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

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

**TYPE:** Resolution **SUBMITTED BY:** K. Rubach **DATE:** 9/8/10

**DESCRIPTION:** Resolution to approve a contract with Baxter and Woodman to perform an update to the Pavement Management Plan

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**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input checked="" type="checkbox"/>	<i>Financially Stable Government</i>	<input 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>

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**COMMITTEE ACTION:**

**DATE: September 14, 2010**

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**BACKGROUND**

In 2001 a study was performed to initiate a Pavement Rehabilitation Plan for the Village. While this document served as a useful guideline for many years, the data contained within the plan no longer accurately reflects the condition of pavement throughout the Village. In order to create an effective road improvement plan going forward the results of this study must be updated to reflect the true pavement conditions and costs associate with rehabilitation. This update will greatly aid staff in the process of identifying future road improvement projects.

**KEY ISSUES:**

Baxter & Woodman proposes a complete update of the previous study for \$16,000.00

**RECOMMENDATION:**

Staff recommends approval of the contract proposed by Baxter & Woodman of Crystal Lake, IL to perform an update to the Pavement Management Plan.

**BUDGET IMPACT:**

This is a budgeted item for Fiscal Year 2010; however the scope of work that needs to be performed exceeds the budgeted amount. Funds have been identified from another line item that can be used to cover the additional cost.

**ACTION REQUIRED:**

Motion to approve a Resolution authorizing the Village Manager to execute a purchase order and other associated documents to Baxter & Woodman of Crystal Lake, IL for the Pavement Management Plan update.



**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE  
ORDER AND CONTRACT WITH BAXTER & WOODMAN ENGINEERING  
CONSULTANTS FOR ENGINEERING SERVICES TO UPDATE THE  
PAVEMENT MAINTENCE PROGRAM**

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

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents to Baxter & Woodman of Crystal Lake, IL to update the Pavement Management Plan for an amount of \$16,000.00.

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: \_\_\_\_\_



Mr. Ken Rubach  
Public Works Supervisor  
Village of Bensenville  
717 E. Jefferson St.  
Bensenville, IL 60106

September 8, 2010

***Subject: Bensenville – Pavement Management Program Update (2011-2015)***

Dear Mr. Rubach:

Enclosed per your request is our proposal to update the Village's 2002 Pavement Management Program, which will prioritize the expenditure of Motor Fuel Tax and capital funds for the maintenance of Village streets. We plan to update the pavement evaluation information (pavement condition, amount of required pavement patching, amount of required curb and gutter replacement, estimated cost for construction, etc.) for each street in the Village's existing pavement database, add information for any Village streets constructed between 2002 and 2010; and develop an updated Five Year Pavement Management Plan which will guide the Village's street maintenance efforts for 2011-2015.

The following proposal outlines our scope of services and our engineering fee to update your Pavement Maintenance Program.

**Scope of Services**

- Organize a project kick-off meeting with Village staff to discuss:
  - √ goals and objectives of the project; and
  - √ establish clear lines of communication.
- Update the Village's existing street inventory database for information including pavement condition, pavement width, centerline length, and type of cross section (rural/ urban) for all Village street sections constructed between 2002 and 2010. This item will be performed with assistance from Village staff.

8840 West 192nd Street

Mokena, IL 60448

708.478.2090

Fax 708.478.8710

info@baxterwoodman.com

**Mr. Ken Rubach**  
**Village of Bensenville**

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- Complete a field survey to determine pavement conditions on all Village streets (approximately 110 centerline miles). We will identify a general condition rating and estimate percentages of surface and base course failures. In addition, we will identify the general condition of curb and gutter on urban pavements and the condition of shoulders and ditches on rural pavements.
- Assign pavement improvement strategies for each street section based on its condition rating and develop estimated costs to improve each street section in the Village roadway network.
- Meet with Village staff to review and approve the method of establishing priorities for accomplishing work on each street.
- Develop a five (5) year management program by selecting the highest priority street sections whose total estimated cost matches the Village's determined maintenance budget.
- Meet with Village staff to review the program.
- Provide ten (10) hard copies of the final Pavement Management Program to the Village, including a graphical presentation on our Village base map.

### **Engineering Fee**

Our engineering fee for the above outlined scope of services shall be a lump sum of \$16,000.



**Mr. Ken Rubach**  
**Village of Bensenville**

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Thank you for the opportunity to submit our proposal for this project. Upon your written authorization to proceed, we will begin working immediately. Please contact me if you should have any questions or need additional information.

Very truly yours,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS

A handwritten signature in black ink, appearing to read "L. Haussmann".

Louis D. Haussmann, P.E., PTOE  
Vice President

A handwritten signature in black ink, appearing to read "S. Zehner".

Steven G. Zehner, P.E.  
Environmental Department Manager

LDH/bjt

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

Date: \_\_\_\_\_

**TYPE:** Labor Contract **SUBMITTED BY:** G. Ferguson **DATE** 9/8/10

**DESCRIPTION:** MAP - Police Chapter 135 Contract

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

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**COMMITTEE ACTION:** **Public Safety**

**Date:** **09/14/10**

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**BACKGROUND** The Village has a contract with the Metropolitan Alliance of Police Bensenville Chapter #165. The contract expired 5/1/10. We negotiated past the expiration date because we asked for and they agreed to hold off wage increases until 12/1/10. All other union contracts have already agreed to 12/1/10 for wage increases.

**KEY ISSUES:**

The Village has met with AFSCME and Teamsters 714 - Police Sergeants and finally with the MAP (Police Officers) Union to delay any wage increases until 12/1/10. On that date, the police officers will receive a 3% increase across the steps. Those eligible will continue to receive the step increases effective as of 5/1/10 and 5/1/11. Those officers at the top step as of 5/1/10 will receive a \$500 lump sum payment. There will be no other increases until the end of the 2 year contract that runs through 4/30/12. Comp time will not be allowed to accumulate over 40 hours instead of 60 but will be a rolling cap and will carry over from year to year. We added 1 floating holiday per officer plus those at the top of the wage scale will receive 1 additional floating holiday in 2010. The quartermaster system for uniforms will be terminated as of 1/1/11. It will be replaced with a uniform allowance that will be increased from \$500 to \$600 per year for patrol officers. The detectives clothing allowance will remain the same.

**ALTERNATIVES:**

The Village has no other alternatives in an effort to achieve a balanced budget.

**RECOMMENDATION:**

The Village Manager, Chief of Police and Human Resource Director recommend we accept this contract.

**BUDGET IMPACT:**

\$100,000 savings all departments.

**ACTION REQUIRED:**

Approval of the attached Contract.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE PRESIDENT TO EXECUTE  
A CERTAIN LABOR AGREEMENT BETWEEN THE VILLAGE OF BENSENVILLE  
AND METROPOLITAN ALLIANCE OF POLICE (MAP)  
BENSENVILLE POLICE CHAPTER #165  
(PATROL OFFICERS)

**WHEREAS**, the VILLAGE OF BENSENVILLE (hereinafter the "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 contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

**WHEREAS**, the VILLAGE currently has in place a certain Collective Bargaining Agreement with the MAP Chapter 165 for Patrol Officers, which Agreement defines the working conditions of the Patrol Officer and the contractual relationship between the VILLAGE and the Bargaining Unit; and

**WHEREAS**, the Collective Bargaining Agreement (hereinafter the "Agreement") expired on April 30, 2010;

**WHEREAS**, the Parties have been negotiating the terms and conditions of a renewal of the Agreement, during which time the Parties have been operating pursuant to the terms and conditions of the existing Agreement; and

**WHEREAS**, the Parties have reached a resolution of all outstanding issues for the successor contract to take affect on May 1, 2010, through April 30, 2012; and

**WHEREAS**, the President and Board of Trustees have determined that it is in the best interests of the Village and its residents to approve the Agreement for Patrol Officers.

**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 Labor Agreement between the Village of Bensenville and Metropolitan Alliance of Police (MAP) Bensenville Police Chapter #165 (Patrol Officers) attached hereto and incorporated herein by reference as Exhibit "A."

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

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

APPROVED:

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

ATTEST:

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

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

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

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

**VILLAGE OF BENSENVILLE**

**AND**

**METROPOLITAN ALLIANCE OF POLICE  
BENSENVILLE POLICE CHAPTER #165**

**EFFECTIVE**

**MAY 1, 2010 THROUGH APRIL 30, 2012**



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**ARTICLE I**  
**PREAMBLE AND RECOGNITION**

**Section 1.1**    **Preamble and Recognition**

It is recognized that the interests of providing quality Police protection for the Village of Bensenville will best be served by establishing procedures to provide an orderly method for the Village Board and representatives of the patrolmen employed by the Bensenville Police Department to discuss and resolve matters of salary, economic fringe benefits, and related working conditions. The Village of Bensenville ("Village") therefore recognizes the Metropolitan Alliance of Police Bensenville Police Chapter #165 ("the Chapter") as the sole and exclusive bargaining representative for all sworn full-time peace officers in the rank of Patrolman, excluding all other employees, including, but not limited to, all sworn peace officers above the rank of Patrolman, any employee holding the position of Police Chief, all part-time or temporary employees, any employees excluded from the definition of "peace officer" as defined in subsection 1603(k) of the Illinois Public Labor Relations Act (as it existed on January 1, 1991), all civilian employees, all non-Police Department employees, and all other managerial, supervisory, confidential, professional, and short-term employees as defined by the Act (as it existed on January 1, 1991). The Chapter shall be the sole and exclusive bargaining agent for all full-time sworn peace officers as described herein, regardless of whether assigned to public safety duties, or designated as Public Safety Officer/Police Officer (hereinafter "officer"). This Agreement is made by and between the Village and the Metropolitan Alliance of Police Bensenville Police Chapter #165 for and on behalf of all full-time sworn patrol officers employed by the Village and sets forth the parties' complete agreement on wages and other terms and conditions of employment upon execution of this Agreement through April 30, 2012.

**Section 1.2**    **Fair Representation**

The Chapter recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Chapter. The Chapter further agrees to indemnify and hold harmless the Village from any and all liability, including monetary damages and attorneys' fees, resulting from any failure on the part of the Chapter to fulfill its duty of fair representation.

## **ARTICLE II**

### **HOURS OF WORK AND OVERTIME**

#### **Section 2.1    Application of Article**

Nothing in this Article or Agreement shall be construed as a guarantee of hours of work per shift, per week, per work cycle, or any other period.

#### **Section 2.2    Normal Work Period and Work Cycle**

The current normal work day for all employees shall be eight (8) hours unless otherwise established by the Village in accordance with this Section. The normal work day will be extended or reduced by one (1) hour in the event of seasonal time changes.

The Village shall establish the work schedules for employees which may be changed from time to time by the Village subject to the operational needs of the Police Department. Normal shift schedules shall be based upon a twenty-eight (28) day departmental work cycle. Should it be necessary for the operational needs of the Police Department to alter the normal work day or the normal work cycle or to change the shift schedule of an employee or employees, the Village shall give at least twenty-four (24) hours notice where practicable to the individuals directly effected by any such change.

#### **Section 2.3    Call-Back Pay**

An employee called back to work after having left work shall receive a minimum of two (2) hours work at overtime rates, unless the time extends to his regular work shift or unless the individual is called back to rectify his own error which needs to be corrected before the officer's next regularly scheduled shift.

#### **Section 2.4    Overtime**

Each officer covered by this Agreement shall be paid at one and one-half (1 ½) times their straight time hourly rate of pay for all hours worked in excess of one hundred sixty (160) hours in the employee's twenty-eight (28) day work cycle. Overtime pay shall be received in fifteen (15) minute segments as provided for by the Fair Labor Standards Act. For any employee to be eligible for overtime pay, the additional time worked must be authorized in advance by the Police Chief or his designee. Paid time off will not count as hours worked for purposes of overtime eligibility with the following exceptions:

- (a)    An eligible employee's use of approved vacation;
- (b)    Paid sick leave;
- (c)    Personal leave;
- (d)    Compensatory time; and
- (e)    Observance of a paid holiday.

All overtime shall be paid on the basis of a regular straight time hourly rate calculated by dividing the employee's annual salary by 2,080.

#### Section 2.5 Required Overtime

The Chief of Police or his designee shall have the right to require overtime work and employees may not refuse overtime assignments. In non-emergency situations the Chief of Police or his designee, as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. However, volunteers will not necessarily be selected for work in progress. Also, specific employees may be selected for special assignments based upon specific skills, ability and experience they may possess. The Chief or his designee will endeavor to equalize overtime opportunities among Patrolman who share the same general duties and work schedule each calendar year. If a Patrolman demonstrates that he has not been offered his fair share of overtime opportunities, he shall be given first preference for overtime in the future until this balance is corrected. Unless circumstances require otherwise, as a general rule, the Chief of Police, or his designee, shall take reasonable steps to fill overtime slots normally worked by patrolmen with patrolmen.

#### Section 2.6 Compensatory Time

Sworn Personnel may accrue comp time up to forty (40) hours in a fiscal year. This shall be a rolling total which may be used and replenished in accordance with Police Department Policy each year but shall not exceed a total of forty (40) hours at any one time. If the employee's accrued comp time would cause the bank to exceed forty (40) hours, the overtime would be paid in cash.

Compensatory time shall be taken at such times and in such time blocks as are established or agreed to by the Chief of Police or his designee. This scheduling of compensatory time off is subject to the operating needs of the department, and will not be granted where it will require another employee to be called back at overtime rates or where it would leave the department with insufficient manpower on duty. Subject to the foregoing, permission to use compensatory time shall not be unreasonably denied.

#### Section 2.7 Court Time

Employees who would otherwise be off-duty shall be paid at the overtime rate of time and one-half (1½) their regular straight-time hourly rate of pay for all hours worked when appearing in court on behalf of the Village in the capacity of a commissioned officer or when working with a prosecuting attorney to prepare for an off-duty court appearance; off-duty lunch periods shall not be counted toward hours worked. Employees will be paid overtime rates for a minimum of two (2) hours for all off-duty court time worked outside regularly scheduled hours in a single day or actual time spent, whichever is greater, unless the time extends to his regular work shift.

#### Section 2.8 Court Standby Pay

Sworn personnel, required by notice or order of the Police Department, shall receive one and one-half (1 ½) hours pay, if off duty, for court standby. If the officer goes to court, then Section 2.7 shall control his rate of pay and this section shall not be applicable.

Section 2.9    No Pyramiding

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

## **ARTICLE III** **SENIORITY**

### **Section 3.1    Seniority Definition**

For purposes of this Agreement, seniority shall be defined as an employee's length of continuous full-time service with the Village, excluding temporary service, since his last date of hire, as set forth in APPENDIX C, attached, less any deductions due to layoff, leave of absence(s) without pay or other non-paid breaks in service. Time spent on military leaves of absence, and time lost due to duty related disability shall be included, up to one (1) year.

If more than one person is hired on the same day, seniority preference will be established by final eligibility test score as posted on the official eligibility list by the Fire and Police Commission.

### **Section 3.2    Probationary Period - New Employees**

All new employees and those hired after loss of seniority shall be considered probationary until they have completed a probationary period of twenty-four (24) months of work. Time absent from duty that is not credited for seniority purposes shall not apply toward satisfaction of the probationary period. During an employee's probationary period, the employee may be suspended, laid off or terminated in accordance with procedures established by the Board of Fire and Police Commission, without cause at the sole discretion of the Village. Such probationary employee shall have no recourse to the grievance procedure or to the Board of Fire and Police Commissioners to contest such a suspension, layoff or termination.

### **Section 3.3    Application of Seniority**

Seniority shall be relied upon in selecting vacations, selecting floating holidays and selecting compensatory days off. The Employer, within its discretion, shall consider seniority as a factor in considering applicants for job vacancies and approval for educational reimbursement.

### **Section 3.4    Termination of Seniority**

Seniority and the employment relationship shall be terminated subject to the appropriate procedures of the Board of Fire and Police Commissioners, when an employee:

- (a)    quits;
- (b)    retires or is retired;
- (c)    is discharged;
- (d)    falsifies the reason for a leave of absence;
- (e)    fails to report with or without prior notice for work for two (2) consecutive working days;
- (f)    fails to report to work at the conclusion of an authorized leave of absence;



- (g) is laid off and fails to report for work within seven (7) calendar days after having been recalled;
- (h) is laid off or otherwise has not performed bargaining unit work for the Village for a period in excess of twenty-four (24) months, unless otherwise mutually agreed.

Section 3.5 Reinstatement of Seniority

A Police Officer shall not accumulate seniority rights upon separation from the services due to dismissal, suspension time in excess of 15 continuous days, layoff or retirement. Full seniority rights shall be reinstated under the following condition; A Police Officer retires due to disability and is later certified by the Police Pension Board to be capable of resuming his duties and is returned to work by the Police Chief.

## **ARTICLE IV** **SICK LEAVE**

### **Section 4.1**    **Notification**

Notification of absence due to sickness shall be given to the Police Communication Center as soon as possible on the first day of such absence, but no later than one hour before the start of the employee's work shift. Failure to properly report an illness shall be considered as absence without pay and may subject the employee to discipline, as well.

### **Section 4.2**    **Medical Examination**

The Village may require a doctor's slip attesting to an illness immediately upon the employee's return from such leave. The Village may, where there is reason to suspect abuse or for an absence of three (3) consecutive scheduled work days or more, require an employee seeking to utilize sick leave to submit a doctor's certification of the illness and/or to submit at any time during such leave to an examination by a doctor or nurse designated by the Village. Examinations administered by a physician or nurse selected by the Village shall be paid for by the Village to the extent not covered by insurance.

### **Section 4.3**    **Purpose**

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. Unfortunately, sick leave abuse sometimes occurs. The parties agree that sick leave abuse is a very serious offense which may result in discipline (up to and including termination).

### **Section 4.4**    **Allowance**

Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay.

### **Section 4.5**    **Days Earned in Accumulation**

Employees shall be allowed one (1) day of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for more than eighty (80) hours of work. Sick leave cannot be taken before it is actually earned.

### **Section 4.6**    **Rate of Payment**

Employees shall be paid eight (8) hours at their regular, straight-time hourly rate of pay for each single day of sick leave properly utilized.

#### Section 4.7 Sick Leave Utilization

Sick leave shall be used in no less an increment than one-half (½) day.

The Village Manager may allow accrued vacation time to be applied toward a continuing absence due to serious and prolonged illness after an employee has used all of his available sick leave.

The Police Chief may approve an employee's absence for personal reasons unrelated to illness as sick leave to be applied against accrued sick leave days, but in no event more than two (2) such days in each calendar year.

#### Section 4.8 Sick Leave Buyback

An employee who has accumulated more than thirty-six (36) sick leave days may be paid, upon written request, for any sick leave days in excess of thirty-six (36), at a rate equal to one-half of the employee's regular daily wage rate at the time the request is made. Requested payment for accumulated sick leave days shall be made in the first pay period in the December following the request.

#### Section 4.9 Sick Leave and Retirement

Upon retirement or resignation after five (5) years of employment, an employee shall receive full pay for the first thirty-six (36) days of accumulated sick leave, and one-half pay for any additional accumulated sick leave days, up to a maximum of sixty (60) sick leave days, provided the employee gives at least two (2) weeks notice in the event of retirement or resignation.

#### Section 4.10 Sick Leave Accrual and Carryover

An employee may accumulate up to sixty (60) sick leave days, and carry said days over from year to year.

## **ARTICLE V**

### **ADDITIONAL LEAVES OF ABSENCE**

#### **Section 5.1    Military Leave**

Military leave shall be granted in accordance with applicable law.

#### **Section 5.2    Bereavement Leave**

In the event of death of an immediate family (defined as the employee's legal spouse, children, stepchildren, adopted children, parents, parents of spouse and stepparents, brothers and sisters of employee and spouse or grandparents and grandchildren of employee and spouse) an employee shall be granted up to three (3) consecutive workdays as bereavement leave. Leave beyond such three (3) days may, upon approval of the Village Manager or his designee, be taken if charged to the employee's sick leave or vacation leave accrual amount, if any.

#### **Section 5.3    Leave for Illness or Injury**

- (a) In the event an employee is unable to work by reason of illness or injury, and after the employee has exhausted all accrued sick leave and vacation, the Village may grant a leave of absence without pay for up to one (1) year. During such a leave, seniority shall not accrue for so long as the employee is unable to work, except that for a work related injury compensable under workers' compensation, an employee shall accrue seniority pursuant to statute.
- (b) To qualify for such leave, the employee must report the illness or injury as soon as the illness or injury is known, and thereafter furnish to the Village Manager or his designee a physician's written statement showing the nature of the illness or injury and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, unless bedridden, the employee shall personally appear at the Employer's premises and furnish a current report from the attending doctor at the end of every twenty-one (21) calendar days.
- (c) Before returning from leave of absence for injury or illness, or during such leave, the employee at the discretion of the Village may be required to have a physical examination by a doctor designated and paid for by the Village to determine the employee's capacity to perform work assigned. An unpaid leave of absence for illness or non-job related injury will under no circumstances be granted until an employee's entire accrued sick leave and vacation leave is first exhausted.

#### **Section 5.4    Benefits While On Leave**

- (a) Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon return, the Village will place the employee in his or her previous assignment.

- (b) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off pursuant to statute, he shall go directly on layoff.
- (c) During an approved unpaid leave of absence of more than ninety (90) calendar days or during a layoff under this Agreement, the employee shall be entitled to coverage under applicable group health and life insurance plans to the extent permitted under such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

#### Section 5.5 Non-Employment Elsewhere

Employees, while on leave, shall not accept employment elsewhere without express written approval of the Police Chief.

#### Section 5.6 Family and Medical Leave Act

The parties agree that Village will abide by the Family and Medical Leave Act of 1993. The Village reserves the right to require employees to use accrued leave as stated in the Act. Nothing in this Section shall limit the Village's ability to provide benefits in excess of what is required by the Act.

## **ARTICLE VI** **VACATIONS**

### **Section 6.1**    **Eligibility and Allowances**

Full-time employees shall be eligible for paid vacation time after the completion of one year of service with the Employer. Vacation allowances shall be accrued each anniversary year, based on the following schedule:

<u>Length of Continuous Service</u>	<u>Working Days Vacation Per Year</u>
After completion of one (1) year	10 working days
After completion of five (5) years	15 working days
After completion of fifteen (15) years	20 working days
After completion of twenty-five (25) years	25 working days

The term "working days" as used in this vacation schedule shall mean a full-time employee's regular working day, not to exceed eight (8) hours. Ordinarily, vacation time taken during a given anniversary year shall be the vacation allowance earned during the preceding anniversary year. Exceptions to this policy may be granted in writing by the Village Manager.

Full-time employees shall earn vacation allowances for any month in which they receive compensation for more than one hundred twenty (120) hours of work.

### **Section 6.2**    **Vacation Pay**

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. Employees who submit a written request at least fifteen (15) days in advance of the start of their vacation will receive, on the last day of work prior to the start of their vacation, their next regularly scheduled paycheck which would normally be paid on a day falling within their scheduled vacation; this provision shall not apply, however, to vacations of less than five (5) consecutive workdays.

### **Section 6.3**    **Scheduling and Accrual**

Employees shall be awarded vacation time by the Village in accordance with its service needs and the employee's seniority, pursuant to Department policy.

### **Section 6.4**    **Cancellation of Vacation**

Should an emergency arise at the time of vacations, any or all employee vacations may be canceled provided that the employees' services are needed.

#### Section 6.5      Vacation Rights in Case of Layoff or Separation

Any employee who is laid off for more than five (5) working days, or who retires or voluntarily quits prior to taking his vacation, shall be compensated in cash for the unused vacation he has properly accumulated but not used at the time of separation, provided the employee gives at least two (2) weeks' notice in the event of retirement or resignation. Payment shall be made within thirty (30) days of separation from active employment.

## **ARTICLE VII**

### **HOLIDAYS**

#### **Section 7.1    Holidays and Holiday Pay**

The following are paid holidays for eligible employees:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve (½ day)  
Christmas Day  
New Year's Eve (½ day)

All officers covered by this Agreement shall be paid eight (8) hours of that officer's regular straight time pay for each of the above listed holidays, whether they work said holidays or not. As of January 1, 2011, all officers assigned to the patrol division may choose to use up to four (4) of the above listed holidays as floating holidays as time off with the approval of the Chief instead of receiving the eight (8) hours of that officer's regular straight time pay for the holiday per year. The floating holidays must be used before the end of the year. The officer requesting to use the holiday for the day off must submit for the holiday with a floating holiday form in the month of December of the preceding year and at least two weeks prior to the January 1st holiday otherwise he or she will be paid for the holiday. In the event that an employee is paid for the floating holiday(s) before the actual holiday has occurred and the employee is terminated or goes on paid leave that is expected to extend to the end of the year, the Village will deduct the amount from the employee's final check.

Additionally, effective May 1, 2010 with the approval of the Police Chief, employees may choose three (3) floating holidays per year. New employees hired after July 1, and before October 1, shall receive one (1) floating holiday in the year of hire. The three (3) floating holidays shall accrue at the start of the calendar year.

In addition, for calendar year 2010 only, Officers who have reached the top of their pay scale (Step 7) as of May 1, 2010, shall receive one (1) extra floating holiday in 2010.

#### **Section 7.2    Eligibility Requirements**

Employees on unpaid leave of absence, including Workers' Compensation, on the days before and after a holiday, shall not be eligible for holiday pay.

#### **Section 7.3    Compensations for Working Holidays**

All Officers covered by this Agreement who are assigned to work on one (1) of the above listed holidays shall receive that officers' regular hourly straight rate of pay for the shift assigned in addition to the holiday pay as defined in Section 7.1. Overtime worked on a holiday shall be treated as per Section 2.4 of this Agreement.



## **ARTICLE VIII** **INSURANCE**

### **Section 8.1 Insurance Coverage**

The Village shall continue to make available to full-time employees and their dependents group health and hospitalization insurance coverage and benefits. Further, the Village shall offer full-time employees the option of coverage under a Health Maintenance Organization (HMO) selected by the Village which offers substantially similar health and hospitalization coverage and benefits as provided under the group insurance plan. The deductible for the Village's indemnity plan will be \$300 for single coverage and \$600 for family coverage. The maximum out of pocket will be \$1250 for single and \$2500 for family coverage.

### **Section 8.2 Cost**

The Village will pay eighty-five percent (85%) of the cost of premiums for full-time employees' individual health and hospitalization insurance. The Village will pay eighty-five percent (85%) of the cost of the premiums for full-time employees dependent group health and hospitalization insurance. The aforementioned contribution is based upon the health option selected by the officer.

### **Section 8.3 Cost Containment**

The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, preferred provider option, and mandatory out-patient elective surgery for certain designated surgical procedures. Employees will be given advance notice of any such cost containment measures before they are instituted.

### **Section 8.4 Life Insurance**

The Village shall provide full-time employees, at no cost to the employee, life insurance coverage equal to twice the employee's annual base salary.

### **Section 8.5 Right to Change Insurance Carriers**

The Village retains the right to select and change insurance carriers for employee insurance or otherwise provide for coverage as long as the level of benefits remains relatively equal. Before making any changes in deductibles, co-payments or any changes in benefits beyond the limitation set forth above, the Village must first negotiate with the Chapter.

### **Section 8.6 Dental Insurance**

The Village shall make available to full-time employees and their dependents dental insurance coverage. The Village will pay 100% of the cost of premium for full-time employees individual dental premium. Employees electing family dental coverage will pay 100% of the

premium above the individual rate. The Village retains the right to select and change insurance carriers and institute cost containment measures, so long as the basic level of insurance benefits remains substantially similar. Employees will be given advanced notice of any such cost containment measures before they are instituted.

#### Section 8.7 Terms of Insurance Policies to Govern

The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions or disputes concerning said insurance policies or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Village, employee or beneficiary of any employee.

#### Section 8.8 Retirees' Health Insurance

The parties agree to meet to discuss the possible creation of a retiree's health insurance benefit. Said meeting is to take place involving representatives of both the Village and the Chapter and shall be initiated by the parties no later than April 30, 2004.

### **ARTICLE IX GRIEVANCE PROCEDURE**

#### Section 9.1 Definition

A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Chapter against the Village that there has been an alleged violation, misinterpretation or misapplication of an express provision of this Agreement, except that any dispute concerning a matter or issue subject to the jurisdiction of the Bensenville Board of Fire and Police Commission shall not be considered a grievance under this Agreement.

#### Section 9.2 Procedure

If any peace officer covered by this Agreement has a grievance concerning the interpretation or application of the express terms of this Agreement, the grievance shall be processed as follows.

##### Step 1: Immediate Supervisor

The parties agree that attempts should be made to resolve problems informally if possible. If an officer has a grievance, it shall be submitted in writing to the officer's immediate supervisor within seven (7) calendar days after the first event giving rise to the grievance. The grievance shall be in writing and shall set forth the full facts on which it is based, the express term or terms of this Agreement allegedly violated, and the specific relief sought. The officer's immediate supervisor shall respond in writing within seven (7) calendar days of this discussion.

### Step 2: Appeal to Police Chief

If the grievance is not settled in Step 1, the aggrieved officer may appeal the grievance to the Police Chief within seven (7) days from receipt of the Step 1 answer. The appeal shall be in writing and shall set forth the full facts on which it is based, the express term or terms of this Agreement allegedly violated, and the specific relief sought. The aggrieved officer, a Chapter representative, and the Police Chief, or the Police Chief's designee will discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Police Chief will respond in writing within seven (7) days of the meeting.

### Step 3: Appeal to Village Manager

If the grievance is not settled at Step 2, the Chapter may submit a written appeal to the Village Manager within seven (7) days after receipt of the Step 2 answer. A meeting between the Village Manager, or the Village Manager's designee, and a Chapter representative will be held at a mutually agreeable time. If no settlement is reached at such meeting, the Village Manager, or the Village Manager's designee, shall provide a written response within ten (10) days of the meeting. Such response shall be final.

### Section 9.3    Grievance Arbitration

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, by delivering a written notice of referral to the Chief within seven (7) calendar days of receipt of the Village's written answer as provided to the employee at Step 3 or within seven (7) calendar days of when the Step 3 answer is due:

- (a) The parties shall attempt to agree upon an arbitrator with seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Either party may request that the panel be composed entirely of members of the National Academy of Arbitrators, and/or that the arbitrator be from Illinois, Indiana or Wisconsin. Both the Village and the Union shall have the right to strike three (3) names from the panel, with the party requesting arbitration striking the first name. One party shall strike a name, the other party shall then strike a name, and this shall continue until one name remains. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.
- (c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.

- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one (1) grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

#### Section 9.4 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1, except when the parties stipulate to a joint statement of the grievance. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 9.4 shall be final and binding on the Village, the Union and the employees covered by this Agreement. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. No decision or remedy of the arbitrator shall be retroactive beyond the period specified in Step 1 of this grievance procedure.

#### Section 9.5 Time Limits

No grievance shall be entertained or processed unless it is filed within the time limits set forth above. If a grievance is not appealed within the time limits set forth above, it shall be considered settled on the basis of the last answer provided by the Village. If the Village fails to provide an answer within the time limits set forth above, the grievance may be appealed to the next step. The parties may mutually agree in writing to extend any time limits set forth in this Article.

## **ARTICLE X**

### **GENERAL PROVISIONS**

#### **Section 10.1 Outside Employment**

An employee shall not undertake, contract for or accept anything of value in return for services, nor shall he otherwise be self-employed for remuneration, nor shall he be employed for remuneration by employers other than the Village, except with the approval of the Chief of Police. Any person who wants such approval must make written application to the Chief of Police; approval may be granted only when it appears that such activity will not interfere with the performance of Village duties, impair the usefulness of the employee, or conflict with the mission, goals or objectives of the Village. The Chief of Police must respond in writing to an application within a reasonable time. Once granted, permission for such outside activity may be revoked by the Chief of Police where it appears to the Chief of Police that such activity interferes with the performance of Village duties, impairs the usefulness of the employee, or conflicts with the mission, goals or objectives of the Village. The Chief of Police must state in writing to the employee his specific reasons for a denial or revocation of permission for outside employment. The employee and the Union agree to indemnify and hold harmless the Village against any claims against the Village or its officials that may arise as a result of the outside employment.

#### **Section 10.2 Application of Agreement to MEG Unit and Other Special Assignment Employees**

Notwithstanding anything to the contrary in this Agreement, officers who are assigned to the Metropolitan Enforcement Group ("MEG") or to any other governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directives may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of this Agreement. Without in any way limiting the generality of the foregoing, the practices, policies, procedures and directives of MEG applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Articles IV of this Agreement. Wages, insurance or other direct economic benefits shall continue to be governed by the terms of this Agreement.

#### **Section 10.3 Fitness Examinations**

If there is reasonable question as to an employee's fitness for duty, the Police Chief may require, at the Village's expense, that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the Village. The Village may also require all employees to take a complete physical exam once a year. This exam will be paid for by the Village. Also, the employee may obtain a second opinion from the physician of his choice at the Village's expense. If the second opinion is different from the first physician's, then a third opinion shall be obtained from a physician of mutual choice by the Village and employee. The third opinion will be paid for by the Village. The exam shall be conducted no later than 14 days from the date of notice.

#### Section 10.4 Bulletin Board

The Village will make available space on a bulletin board in the Police Department for the posting of official Union notices which are germane to its role as the exclusive bargaining representative and which are not political, defamatory or partisan in nature. The Union will limit the posting of Union notices to such bulletin board.

#### Section 10.5 Solicitation Language

While the Village acknowledges that bargaining unit employees may conduct solicitation of Bensenville merchants, residents or citizens, the Chapter agrees that no bargaining unit employee will solicit any person or entity for contributions on behalf of the Bensenville Police Department or the Village of Bensenville.

Bargaining unit members agree that the Village name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation for the benefit of the collective bargaining representative by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit employees agree that they will not use the words "Bensenville Police Department" in their name or describe themselves as the "Village of Bensenville." Bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all patrol-rank police officers employed by the Village.

The foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public. Each party hereto agrees that they will comply with all applicable laws regarding solicitation.

This Section 10.5 does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.

#### Section 10.6 Residency

As a condition of employment, every new employee shall reside within twenty-five (25) miles from the intersection of York Road and Green Street in the Village.

The residency requirement is not required prior to employment, but within one (1) year after completion of probationary period.

#### Section 10.7 Part-time Officers

The use of part-time officers shall not result in layoff or reduction of normal hours for members of the bargaining unit.

#### Section 10.8 Posting

Whenever a new full-time assignment for sworn officers is created or becomes open, the Chief of Police shall post the opening for officers to apply for a reasonable amount of time before the position is filled.

## **ARTICLE XI**

### **WAGES**

#### **Section 11.1 Wages**

Base wages are set forth on the Wage Schedule attached to this Agreement on Appendix A. Any retroactive pay due to covered employees under this agreement shall be due on all hours for which the effected employees were compensated including, but not limited to, straight-time hours, overtime hours, holiday pay, and personal holidays. Such retroactive pay shall be paid within thirty (30) days of the execution of this agreement.

#### **Section 11.2 Performance**

The Village reserves the right to freeze in place for unsatisfactory performance and not grant an automatic step increase. In April of each year, the Chief of Police shall review all officers' performance and discipline record and determine if any officer should be frozen within his step. In the event an officer is frozen within a step, his performance and discipline will be reviewed semi-annually by the Chief of Police to determine if the freeze will remain in effect. Unsatisfactory performance would fall into one of the two following categories:

Repeated discipline violations which in the judgment of the Chief of Police cannot be corrected by suspension or re-instruction.

Substandard work performance which, in the judgment of the Chief of Police, cannot be corrected by suspension or re-instruction.

#### **Section 11.3 Experience Credit**

If a patrolman is hired by the Board of Fire and Police Commission with experience as a sworn police officer, the Village, at its discretion, may give him credit for pay purposes of up to one (1) year for each one (1) year of full-time experience with a maximum of five (5) steps on the pay plan.

The Village, also may, at its discretion, give him service credit for vacation accrual purposes of up to one (1) year for each one (1) year of full-time service as a police officer for purposes of reaching the fifteen working day level of vacation accrual only. This service credit may not be utilized for vacation scheduling purposes, and may not be utilized for purposes of attaining higher levels of vacation accrual (which may be attained only with Village service credit).

#### **Section 11.4 Seniority Credit**

If a patrolman is rehired by the department, he shall receive seniority credit for pay purposes only. This would include experience credit from another department.

#### **Section 11.5 Acting Shift Commander**

Sworn personnel who perform the duties of Shift Commander for a complete shift are entitled to an additional one (1) hour pay at the affected officer's regular straight time hourly rate.

#### Section 11.6 Field Training Officer

Sworn personnel who perform the duties of Field Training Officer are entitled to an additional one (1) hour of compensation at that officer's regular straight time hourly rate of pay for each day in which the affected officer serves in said capacity. Additional time above the regular eight (8) hours spent in said day will not be compensable with overtime unless the time extends beyond one hour, in which case the overtime provisions begin with that second hour. Additional time above the regular eight (8) hours will be compensable with overtime if the reason for the additional time is for the performance of non-field training officer functions.

Any officer required to act as a Field Training Officer for a part-time or full-time officer shall receive premium compensation as set forth in this Section, regardless of whether the affected officer is formally certified or designated as a Field Training Officer. In addition, the Village agrees to indemnify any officer acting in the capacity of a Field Training Officer to the extent required by law.



## **ARTICLE XII**

### **UNIFORM ALLOWANCE**

#### **Section 12.1 Uniform Allowance**

Any new employee hired by the Village shall be provided with an initial allocation of clothing and equipment pursuant to the list attached as Appendix B, as it may be changed from time to time. Effective December 31, 2010, the Quartermaster System will be terminated. Effective January 1, 2011, sworn personnel (outside of detectives) shall receive a uniform allowance of \$600.00 per fiscal year. The uniform allowance also may be used for the purchase of any items contained on the list attached as Appendix B, as it may be changed from time to time, provided:

1. The Police Chief or his designee determines that an employee's clothing or equipment is damaged beyond repair through causes other than negligence of the employee; or
2. The Police Chief or his designee determines that an employee's clothing or equipment is worn and in need of replacement because of ordinary wear and tear; or
3. The Police Chief or his designee specifies new or additional items of uniform clothing and personal equipment.

In order to accommodate the purchase and replacement of expensive uniform items, as approved by the department, the employee may accumulate unused amounts to which he or she is entitled from year to year.

Detectives shall receive a clothing allowance of \$700 per fiscal year, payable \$350 in May and \$350 in November.

#### **Section 12.2 Body Armor**

The Village agrees to provide each covered employee with body armor (vest) upon being hired. The Village shall replace at least six (6) employee's vests each year for the life of the contract on a rotating basis as set forth in Appendix D, attached, per the manufacturer's specifications. The parties recognize that the Village may replace less than six vests if less than six are required to be replaced per manufacturer's specifications. The Village reserves the right to require officers to wear said armor at any time.

**ARTICLE XIII**  
**EDUCATIONAL REIMBURSEMENT**

**Section 13.1 Job Related Training and Education Program**

When a full-time employee is enrolled in an accredited university, college or adult education program and the course and/or degree program being undertaken is related to his duties with the Village, the following reimbursement plan shall apply when prior written approval for such reimbursement has been received from the Police Chief and the Village Manager. Such approval may be refused at the Manager's discretion.

The Village, upon receiving a payment receipt consistent with the requirements of this Section, shall reimburse the employee at the rate of one hundred percent (100%) of tuition and fees for each course completed with a grade of "C" or above, or pass in pass-fail courses. There shall be no reimbursement for grades below "C."

Mileage, lodging and other incidental expenses will not be reimbursed; only tuition, fees and books are subject to reimbursement. The Village will not provide reimbursement if other sources (such as scholarships, grants, etc.) have or will provide for reimbursement. The Village will base its reimbursement on the current tuition costs for an equivalent course offered at an area public university or college designated by the Village. Any employee who receives tuition and fee reimbursement from the Village must remain employed by the Village for a period of one (1) year after the date of reimbursement or will be required to pay the Village for the tuition reimbursement; such payments may be deducted from final paychecks or other monies owed to the employee by the Village.

## **ARTICLE XIV** **DRUG TESTING**

### **Section 14.1 Drug Testing**

The Police Chief or his designee may require an employee to submit immediately to a urine and/or blood test where there is a reasonable, individualized suspicion of improper drug or alcohol use. This includes, but is not limited to, direct observation, indirect observation, symptoms of drug or alcohol use, information pertaining to an employee's use of drugs or alcohol or any other means of reasonable individualized suspicion. Upon request, the Village shall provide an employee who is ordered to submit to any such test with a written statement of the basis for the Village's reasonable suspicion within twenty-four (24) hours of when the test is administered. The Village may also engage in random testing to the extent permitted by law. Employees may be randomly tested no more than two (2) times per calendar year unless otherwise specified in this Agreement. The Village also reserves the right to require a drug/alcohol test of all applicants seeking to be transferred into the bargaining unit.

The Village shall use laboratories which are certified by the State of Illinois pursuant to the Illinois Clinical Laboratory Act or that meet the accreditation requirements of the National Institute of Drug Abuse (NIDA) (or its successor) to perform drug and/or alcohol testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. Prior to the test, employees shall identify any prescription drugs which they may have taken recently, and the approximate time and dosage taken. Any positive test results which are attributable to prescription drugs taken in accordance with a physician's prescription and instructions shall not be used in any manner adverse to the employee. The passing of urine will not be directly witnessed unless the laboratory does not have a "clean room" for submitting samples, or where there is reasonable suspicion to believe that the employee may tamper with the testing procedure. In the case of urine or blood testing, if the first test results in a positive finding, a GC/MS (gas chromatography mass spectrometry) confirmatory test, or an equivalent or more scientifically accurate confirmatory test shall be conducted.

In the case of a drug test, prior to being submitted to the Village, positive drug test results will first be submitted by the laboratory to a designated Medical Review Officer (MRO) for verification. The MRO shall offer employees with positive test results a reasonable opportunity to establish that their results were caused by the use of lawful substances, of the lawful use of controlled substances, or otherwise are in error. If the MRO determines that a positive lab result is consistent with legal drug use or the result was otherwise in error, the MRO will report the result as negative. The MRO shall not disclose medical information provided by the employee during test verification process, except that the MRO may disclose such information to the Village or appropriate federal agencies or designees if required to by law or in the MRO's reasonable medical judgment, the continued performance by the employee of his or her job could pose a significant safety risk. After verification by the MRO, all confirmatory drug test results will be submitted to the Village.

An initial positive screening test shall not be submitted to the Village; only GC/MS confirmatory drug test results verified by the MRO and confirmatory alcohol test results will be reported to the Village. If the Village, contrary to the foregoing, receives the results of a positive

first test which is not confirmed as provided above, such information shall not be used in any manner adverse to the employee. Within two (2) days of receipt, the Village shall provide an employee with a copy of any test results which the Village received with respect to such employee. The Village shall be liable for the costs of any tests conducted at the Village's direction.

Test results will be confidential and use of these results shall be only for purposes established by this contract or for other lawful purposes. A portion of the test sample, if positive, shall be retained by the laboratory for six (6) months so that the employee may arrange or another confirmatory test (GC/MS) to be conducted by a laboratory certified by the State of Illinois pursuant to the Illinois Clinical Laboratory Act or that meets the accreditation requirements of the National Institute of Drug Abuse (NIDA) (or its successor) to perform drug and/or alcohol testing of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the Village, the Village shall not be responsible for monitoring the proper chain of custody for said portion of the tested sample.

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

Initial Test Level

Marijuana metabolites .....	50 ng/ml
Cocaine metabolites .....	300 ng/ml
Opiate metabolites.....	300 ng/ml
Phencyclidine .....	25 ng/ml
Amphetamines .....	1000 ng/ml

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below.

Confirmatory Test Level

Marijuana metabolites* .....	15 ng/ml
Cocaine metabolites** .....	150 ng/ml
Opiates:	
Morphine .....	300 ng/ml
Codeine .....	300 ng/ml
Phencyclidine .....	25 ng/ml
Amphetamines .....	
Amphetamine .....	500 ng/ml
Methamphetamine .....	500 ng/ml

\*Delta-9-tetrahydrocannabinol-9-carboxylic acid

\*\*Benzoyllecgonine

Any tests for other prescription or illegal drugs shall use the screening test cut-off levels and the confirmatory GC/MS test cut-off levels for such drugs established by the testing laboratory selected by the Village in accordance with NIDA standards, if any.

#### Section 14.2   Breath Alcohol Test to be Conducted

Should the Village test for the presence of alcohol through the use of a breathalyzer instead of a blood or urine sample, the testing will be conducted in a private setting by trained breath alcohol technicians ("BAT") who are not Village employees, using DOT-approved evidential breath testing devices ("EBT") that display and print test results. A breathalyzer test result showing an alcohol concentration of .020 or more shall be considered positive, and results showing an alcohol concentration of .0199 or less shall be considered negative.

#### Section 14.3   Violation of Drug/Alcohol Policy

The use, sale, possession, purchase or delivery of illegal drugs at any time (on or off the job) while employed by the Village (except as required in the line of duty), abuse of prescribed drugs, failure to report to supervisors any known adverse side effects of medication or prescription drugs that the employee may be taking, consumption, sale, purchase, delivery or possession of alcohol while on duty (except as required in the line of duty), or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level or more than .02%) shall be cause for discipline, including termination. (NOTE: The foregoing standard shall not preclude the Village from attempting to show that test results below .02% (blood alcohol level) demonstrate that the employee was or would be unable to properly perform his or her job duties, but the Village shall bear the burden of proof in such cases.) The Village recognizes there may be situations in which an employee tests positive for illegal drugs or alcohol, but disciplinary action would not be in the interests of the employee or the Village and instead the employee may be placed on rehabilitation in these situations.

All matters concerning discipline and discharge are governed by the rules of the Board of Fire and Police Commissioners.

#### Section 14.4   Requests for Assistance

Voluntary requests for assistance with drug and/or alcohol problems (i.e., where no test has previously been given or ordered pursuant to the foregoing provisions) shall be held strictly confidential. An employee voluntarily seeking assistance shall not be disciplined (except for failure to fulfill obligations under an employee assistance/treatment program), but may be subject to random testing during and for one (1) year following successful completion of an employee assistance/treatment program. The Village's obligation to pay for treatment for alcohol/substance abuse shall be limited to services provided by the Village's medical insurance plan in which the employee is enrolled. An employee will be allowed to use all accrued sick leave, vacation and compensatory time off while attending a treatment program, and will be granted an unpaid leave of absence to complete such program after exhausting such paid time off.

This section shall not in any way limit the Village's right to discipline an employee for conduct that is otherwise subject to discipline even though it may have been aggravated by drug or alcohol use.

**ARTICLE XV**  
**NO STRIKE - NO LOCKOUT**

**Section 15.1 No Strike**

Neither the Chapter nor any officers, agents or employees will authorize, instigate, promote, sponsor, aid, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slowdown, sitdown, stoppage of work, concerted refusal to perform overtime, mass resignations, mass absenteeism or any other intentional interruption of the operations of the Village, regardless of the reason for so doing. Any violation of this Section shall be just cause for discipline, up to and including discharge. The failure to impose a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

**Section 15.2 No Lockout**

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter so long as there is no violation of Section 12.1 (No Strike).

**Section 15.3 Chapter Official Responsibility**

Each employee who holds the position of officer or steward or Chapterman of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of Section 16.1 of this Article, the Chapter agrees to inform its members of their obligations under this Agreement, to direct them to return to work and to cooperate with the Village in urging employees to return to work.

**Section 15.4 Judicial Restraint**

Nothing contained herein shall preclude the Village from obtaining a temporary restraining order, damages and other judicial relief in the event the Chapter or any employees covered by this Agreement violate this Article.

## **ARTICLE XVI**

### **MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Village retains traditional rights to manage and direct affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to determine the Village's mission, objectives, policies and budget and to determine and set all standards of service offered to the public; to supervise and direct employees and their activities as related to the conduct of Village affairs; to schedule and assign work; to assign or to transfer employees within the Village; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to layoff or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to contract out for goods and services; to make and enforce reasonable rules and regulations; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency conditions as may be declared by the President of the Board of Trustees or the Village Manager, which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and providing that all provisions of this Agreement shall be immediately reinstated once a civil emergency condition ceases to exist.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

The parties recognize that the Police and Fire Commission of the Village of Bensenville has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Police and Fire Commission.

**ARTICLE XVII**  
**SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency, or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect. In such event, the Village and the Chapter agree to promptly begin negotiations on a substitute for the invalidated article, section, or portion thereof.

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the Village by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.



**ARTICLE XVIII**  
**ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in the Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement, or with respect to the effects upon employees of the Village's exercise of its rights under the Agreement, even though such subjects or matters or effects may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is agreed that the Village may unilaterally exercise any management rights consistent with Article XIV even though the exercise of such rights may involve subjects or matter not referred to or covered in this Agreement.

**ARTICLE XIX**  
**TERMINATION**

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2012. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no less than sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and effect during the period of negotiations and until termination of this Agreement after proper notice is provided in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2010.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2010, after receiving official approval by the Mayor and City Council and ratification by the Chapter's membership.

METROPOLITAN ALLIANCE OF  
POLICE, BENSENVILLE CHAPTER:

VILLAGE OF BENSENVILLE:

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**APPENDIX A**  
**WAGE SCHEDULE**

<b>Steps</b>	<b>Current</b>	<b>Effective 12/1/10</b>
1	\$54,064	\$55,686
2	\$56,114	\$57,797
3	\$59,174	\$60,949
4	\$61,504	\$63,349
5	\$64,626	\$66,565
6	\$69,751	\$71,844
7	\$75,760	\$78,033

1. Each Officer covered by this Agreement assigned to perform the duties of Acting Shift Commander and Field Training Officer shall receive compensation as set forth in Sections 11.5 and 11.6, respectively. Each Officer covered by this Agreement assigned to the following specialty assignment shall receive additional compensation as stated below:

<u>Specialty</u>	<u>Compensation</u>
Detective	\$300.00 per year

2. Effective May 1, 2010, Officers who have previously reached the top of the Step Plan (Step 7) shall receive a \$500 lump sum payment, less applicable deductions, on the first payroll period after ratification by the parties.

## **APPENDIX B** **UNIFORM LIST**

### Furnished at time of Initial Employment

2 badges  
1 hat shield  
2 nameplates  
1 hat band  
1 metal ticket book holder  
1 radio strap  
1 radio holder  
1 portable radio battery  
1 station key  
1 tie bar  
1 portable radio battery  
1 wallet badge and badge wallet  
4 long sleeve uniform shirts  
4 short sleeve uniform shirts  
4 uniform pants  
2 ties  
1 pair shoes or boots  
1 uniform hat  
1 winter hat  
1 raincoat and hat cover  
1 uniform jacket  
1 garrison belt  
1 pair high water rubber pull-over boots

### Items Able to be Purchased with Uniform Allowance After One Year of Employment

All above listed equipment  
Metal clip board  
Basket weave leather goods\*  
Nightstick/PR24\*  
Navy blue turtlenecks  
Knife (folding type)  
Handcuffs\*  
Uniform sweater  
Bullet proof vest covers  
Black gloves  
Flashlight

\*Required items which may only be replaced with uniform allowance

**APPENDIX C**  
**BENSENVILLE POLICE DEPARTMENT SENIORITY LIST**

Name:	Date of Hire:
1. James, Thomas F.	03-24-80
2. Nichols, Bruce W.	04-05-85
3. Marks, C. Dexter	03-14-00
4. Swanson, Bradley N.	05-02-00
5. Ptak, Michael	05-02-00
6. Eickelmann, Dean C.	05-02-00
7. Sanborn, Douglas C.	05-06-00
8. Heppert, Christopher	09-20-00
9. Linkowski, Michael	03-22-01
10. Oliva, Christopher J.	03-22-01
11. Larson, Michael	06-14-02
12. Stephens, Dexter A.	06-14-02
13. LaPorte, Richard J.	09-04-02
14. Fielding, Eric L.	09-13-02
15. Banks, Kevin	08-15-05
16. Irving, David	09-07-06
17. Navarro, Jose	09-07-06
18. Mandziara, Jason	10-03-05
19. Zempel, Brett	08-06-07
20. Thomas Gilligan	03-24-08
21. Saul Herrera	06-16-10
22. Kevin Driscoll	06-30-08
23. Brandon Reynolds	10-06-08
24. Nathan Holman	12-01-08
25. Joseph Melone	02-03-09
26. Steven Kotlewski	12-30-09

**APPENDIX D**  
**VEST REPLACEMENT LIST**

Employee	Approximate Date Issued	Approximate Replacement Date
Banks, Kevin	02-03-06	02-03-11
Eickelmann, Dean	09-28-05	09-28-10
Kevin Driscoll	01-11-10	01-11-15
Fielding, Eric	09-28-05	09-28-10
Gilligan, Thomas	06-23-08	06-23-13
Heppert, Christopher	12-23-09	12-23-14
Herrera, Saul	09-16-08	09-16-13
Holman, Nathan	02-04-09	02-14-14
Irving, David	12-04-06	12-01-11
James, Thomas	10-11-05	10-11-10
Kotlewski, Steven	03-16-10	03-16-15
LaPorte, Richard	10-07-05	10-07-10
Larson, Michael	10-07-05	10-07-10
Linkowski, Michael	12-07-06	12-07-11
Mandziara, Jason	12-29-05	12-29-10
Marks, Dexter	01-14-08	01-14-13
Melone, Joseph	04-17-09	04-17-14
Navarro, Jose	12-04-06	12-04-11
Nichols, Bruce	10-01-06	10-01-11
Oliva, Christopher	10-11-05	10-11-10
Ptak, Michael	08-31-05	08-31-10
Reynolds, Branson	01-26-09	01-26-14
Sanborn, Douglas	10-14-05	10-17-10
Stephens, Dexter	12-11-07	12-11-12
Swanson, Bradley	02-03-06	02-03-11
Zempel, Brett	10-01-07	10-01-12

TYPE: Ordinance SUBMITTED BY: S. Viger DATE: 09.07.10

**DESCRIPTION:**

Ordinance approving a Conditional Use Permit to allow a "Recycling Center" in the existing I – 4 General Industrial District located at 1141 E. Green Street.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input type="checkbox"/>	<i>Financially Sound Village</i>	<input type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input 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>

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**COMMITTEE ACTION:** Community & Economic Development  
Village Board

**DATE:** 08.17.10  
08.24.10  
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**BACKGROUND:**

The property in question is along the north side of E. Green Street and falls within the area to be acquired should the Western By – Pass highway be constructed. Astroblast Inc is located in the larger primary structure at the front of the property; the proposed location for Warrior Scrap Metal is in the second structure located to the rear.

**KEY ISSUES:**

Whether or not the proposed Recycling Center meets the approval criteria found in the Zoning Ordinance and will it ultimately will not be detrimental to the surrounding area and be in the best interest of the Village.

**ALTERNATIVES:**

Approve the Ordinance as presented.  
Approve the Ordinance with altered or additional conditions.  
Remand the Ordinance to the CDC for further deliberation.  
Deny the Ordinance.

**RECOMMENDATION:**

The staff had recommended that the CDC approve the Conditional Use Permit.

At their August 9, 2010 Public Hearing the CDC failed to pass a motion recommending approval of the CUP with conditions to the Village President and Board of Trustees. The vote was 3 – 4.

At the August 17, 2010 Community & Economic Development Committee meeting a motion to approve the request failed by a 2 – 2 vote.

At the August 24, 2010 Village Board Meeting an Ordinance to deny the request failed 0 – 5.

Therefore we now present an Ordinance to approve the Conditional Use Permit with conditions.

**BUDGET IMPACT:**

N/A

**ACTION REQUIRED:**

Adoption of an Ordinance approving a Conditional Use Permit for Warrior Scrap Metal.





# Village of Bensenville

1141 E. Green





**Zoning Legend:**

- RS-1 Low Density Single Family
- RS-2 Medium Low Density Single Family
- RS-3 Medium Density Single Family
- RS-4 Medium High Density Single Family
- RS-5 High Density Single Family
- RS-6 High Density Traditional Single Family
- RA-1 Mixed Single Family
- RA-5 High Density Single Family
- RM-1 Low Density Multi-Family
- RM-2 Medium Density Multi-Family
- RM-3 High Density Multi-Family
- C-2 Highway Commercial
- C-3 Downtown Mixed Use
- C-4 Regional PUD Commercial
- O-1 Neighborhood Office
- O-2 Office Center
- I-1 Office/Research/Assembly/Industrial
- I-2 Light Industrial
- I-3 Heavy Industrial
- I-4 General Industrial

RS-1 Low Density Single Family	RS-2 Medium Low Density Single Family	RS-3 Medium Density Single Family	RS-4 Medium High Density Single Family	RS-5 High Density Single Family	RS-6 High Density Traditional Single Family	RA-1 Mixed Single Family	RA-3 High Density Single Family	RM-1 Low Density Multi-Family	RM-2 Medium Density Multi-Family	RM-3 High Density Multi-Family	C-2 Highway Commercial	C-3 Downtown Mixed Use	C-4 Regional PUD Commercial	O-1 Neighborhood Office	O-2 Office Center	I-1 Office/Research/Assembly/Industrial	I-2 Light Industrial	I-3 Heavy Industrial	I-4 General Industrial
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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING THE GRANT OF A CONDITIONAL USE PERMIT  
TO ALLOW A RECYCLING CENTER AT 1141 - 1145 E. GREEN STREET,  
BENSENVILLE, ILLINOIS**

**WHEREAS**, Astroblast, Inc. (the "Owner") and Humberto Lagunas and Eduardo Lagunas/Warrior's Scrap Metal Recycling (the "Applicant"), filed an application seeking a conditional use permit to allow a recycling center pursuant to Section 10-3-4-C of *The Village of Bensenville Zoning Ordinance* ("Zoning Ordinance") at property commonly known as 1141 – 1145 E. Green Street, and legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being on file in the Community and Economic Development Department; and

**WHEREAS**, Notice of Public Hearing with respect to the conditional use permit sought by the Applicant was published in a newspaper of general circulation in the Village of Bensenville 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 July 12, 2010, as required by the statutes of the State of Illinois and the ordinances of the Village, and continued the case for further information to August 9, 2010; and,

**WHEREAS**, the Community Development Commission, pursuant to said Public Hearing, reviewed the matters and the proposed Findings of Fact recommended by Staff as to the granting of the conditional use permit, as set forth in the Staff Report and voted on August 9, 2010, 4-3 to deny the application for conditional use.

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

**WHEREAS**, the Community and Economic Development Committee then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees on August 24, 2010; and

**WHEREAS**, the President and Board of Village Trustees considered the matter and determined based on its consideration that the permit should be granted, allowing the relief



requested, finding that it is consistent with the Zoning Ordinance and the orderly and harmonious development of the Village.

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

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

**SECTION TWO:** That the application for a conditional use permit to allow a recycling center at the Property referenced herein is hereby granted with the following conditions:

- a. The business operation shall be conducted fully inside the building, and
- b. There shall be no storage of materials or product outdoors, and
- c. The property maintenance issues identified in the Staff Report associated with the application for Conditional Use Permit shall be corrected in a time and manner set forth by Staff, and
- d. The Conditional Use Permit shall be granted only for so long as the applicant, Warrior Scrap Metal shall use the property for a Recycling Center as set forth in the application.

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

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, this 14th day of September, 2010.

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

ATTEST:

\_\_\_\_\_  
Jo Ellen Ridder, Village Clerk

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

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

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

**1141 - 1145 E. Green Street**  
**Legal Description**

THE EAST 159.38 FEET (AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE TRACT); THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 18 AND THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 19 ALL IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES SOUTH OF THE SOUTHERLY RIGHT - OF - WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD AND NORTH OF THE CENTER LINE OF HIGHWAY KNOWN AS FRANKLIN AVENUE AND WEST OF THE WEST LINE OF THE RIGHT - OF - WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER LINE OF SAID HIGHWAY WHICH IS 172.92 FEET NORTHWESTERLY OF THE INTERSECTION OF THE CENTER LINE OF SAID HIGHWAY WITH THE WEST LINE OF THE RIGHT - OF - WAY OF SAID RAILWAY, AS MEASURED ALONG THE CENTER LINE OF SAID HIGHWAY; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF THE RIGHT - OF - WAY OF SAID RAILWAY. A DISTANCE OF 545.42 FEET TO THE INTERSECTION OF SAID PARALLEL LINE WITH THE SOUTHERLY RIGHT - OF - WAY LINE OF SAID RAILWAY; THENCE NORTHWESTERLY ALONG THE SOUTHERLY RIGHT - OF - WAY LINE OF SAID RAILROAD A DISTANCE OF 345.17 FEET TO THE INTERSECTION OF SAID RIGHT - OF - WAY LINE WITH A LINE WHICH IS 318.07 FEET WEST OF ( MEASURED AT RIGHT ANGLES TO) THE EAST LINE OF THIS TRACT; THENCE SOUTH ALONG A LINE 318.07 FEET WEST OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF THIS TRACT A DISTANCE OF 550.22 FEET TO THE INTERSECTION OF SAID PARALLEL LINE WITH THE CENTER LINE OF SAID HIGHWAY; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID HIGHWAY A DISTANCE OF 343.34 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

**TYPE:** Resolution **SUBMITTED BY:** Tim Sloth **DATE:** September 14, 2010

**DESCRIPTION:** Consideration of a resolution authorizing the use of financial institutions for village business.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

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**COMMITTEE ACTION:** None

**DATE:** September 14, 2010

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**BACKGROUND:** This resolution is more of a housekeeping type of resolution. According to the Illinois Municipal Code municipalities are required to designate banks and savings and loans in which the funds and monies in its custody may be deposited. It is common practice for this resolution to include all the banks in town so that this resolution does not need to be updated every time the Village decides to open a new account at a different local financial institution.

**KEY ISSUES:** None

**RECOMMENDATION:** Recommend approving resolution.

**BUDGET IMPACT:** None

**ACTION REQUIRED:** Approve resolution authorizing the use of financial institutions for village business.

**Resolution No. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE USE OF  
FINANCIAL INSTITUTIONS FOR VILLAGE BUSINES**

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

WHEREAS, the VILLAGE, pursuant to its authority under the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, is authorized to contract for services and to designate banks and savings and loans in which the funds and monies in its custody may be deposited; and

WHEREAS, the VILLAGE has solicited various banks for information relative to the services provided, interest rates paid and the provision of other banking services; and

WHEREAS, in addition to designating a depository for VILLAGE monies, the Board of Trustees also has determined to authorize the use of the various other financial institutions located in the area for deposit of VILLAGE funds.

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

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: Approval is hereby granted to VILLAGE staff to conduct VILLAGE business with the following financial institutions, when deemed in the best interests of the VILLAGE:

ABC Bank

Chase Bank

Harris Bank

Charter One Bank

Fifth Third Bank

Illinois Funds

Midwest Bank

US Bank

MC Bank

Village Bank and Trust

SECTION 3: The Village Manager, Village Treasurer, Village Finance Director and the staff are hereby authorized to take such action as may be necessary to carry out the terms of this Resolution.

SECTION 4: The Village Manager, Village Treasurer and Village Finance Director are authorized, by and on behalf of the VILLAGE, to open such accounts as they deem necessary or appropriate at said bank, to endorse any checks, drafts, notes, and money orders payable to, or otherwise being the property of, the VILLAGE and to deposit them in such bank accounts, and to draw and sign checks on the funds so deposited in such accounts in the name of the VILLAGE, in accordance with the policies of the VILLAGE.

SECTION 5: 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 24th day of August, 2010.

APPROVED:

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

ATTEST:

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

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

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

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



**TYPE:** Resolutions **SUBMITTED BY:** Tim Sloth **DATE:** September 14, 2010

**DESCRIPTION:** Consideration of a resolution designating Charter One Bank as the depository for the Village of Bensenville

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

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**COMMITTEE ACTION:** Passed AFL Committee 3 -1

**DATE:** August 17, 2010

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**BACKGROUND:** Our current banking arrangement is not cost effective in that the Village paid \$16,551.64 in fees over a twelve month period ending June 30, 2010. To address the high cost of these services on April 26, 2010 the Village issued a request for proposals for banking services. The Village sent out requests for proposals to 12 different banks receiving proposals from 8. We received eight proposals and have analyzed them. Staff analyzed the various proposals and narrowed it down to three banks. The three banks were invited to Village Hall to present their proposals as well as to demonstrate their web services. Various finance department staff such as the Assistant Director of Finance, Accountant and Cash Receipts Specialist were included in the presentations as they are the ones who primarily deal with the bank and use the web services. Finally a recommendation was formulated.

The primary factor in determining who was invited to participate in the presentations was Annual Net Earnings / (Fees) calculation. For this calculation we assumed an average monthly balance of \$3,000,000 and calculated what our Annual Net Earnings / (Fees) would be if we had the banks proposal in place for the period of July 2009 to June 2010. The top three banks were invited to continue and given an opportunity to make a presentation.

At the presentation the three banks discussed their proposals, demonstrated their websites and fielded staff questions. One concern brought up at the Administration, Finance and Legislation Committee meeting was whether community involvement was factored into the final recommendation. At the presentations each bank was asked to specifically address their bank's community involvement activities. Staff was satisfied with the level of community involvement by the recommended bank. Charter One Bank has also provided a memo addressing some of the concerns brought up at the AFL Committee meeting.

Also, at the last Board meeting there were concerns brought up about Charter One Bank. Concerns included:

- Charter One Bank's level of community involvement.
- March 2008 F&S Oil controversy.
- April 18, 2008 RBS revealed it would post almost an \$8 Billion loss related to sub-prime mortgage. Less than a month earlier its CEO denied rumors that losses were possible.
- May 2008, Citizens Financial Group, an RBS subsidiary alleged failure to publicly announce that it was under SEC investigation.
- Citizen Bank first quarter loss of \$114 million and layoffs in 2009.
- Various lawsuits including the City of Cleveland.
- The fact that all profits go back to the UK.

Included in this Board packet is information provided by Charter One Bank that addresses each of these points.

The final recommendation was formulated primarily on the following factors: Annual Net Earnings / (Fees) calculation, web capabilities, and the input of finance department staff. Additional considerations were given for local presence within the Village of Bensenville as well as the bank's commitment to community involvement.

**KEY ISSUES:** The Village is looking to maximize its earnings on cash and investment holdings with minimal risk.

**RECOMMENDATION:** Recommend accepting the proposal by Charter One Bank to provide banking services as outlined in the proposal submitted by Charter One Bank to the Village on May 20, 2010. See attached memos and decision matrix for additional information on the analysis performed in formulating my recommendation.

**BUDGET IMPACT:** The Village can expect to save approximately \$15,000 a year on bank fees.

**ACTION REQUIRED:** Approve resolution designating Charter One Bank as the depository for the Village.

**Resolution No. \_\_\_\_\_**

**A RESOLUTION DESIGNATING CHARTER ONE BANK AS THE DEPOSITORY  
FOR THE VILLAGE OF BENSENVILLE**

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

WHEREAS, the VILLAGE, pursuant to its authority under the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, is authorized to contract for services and to designate banks and savings and loans in which the funds and monies in its custody may be deposited; and

WHEREAS, the VILLAGE has solicited various banks for information relative to the services provided, interest rates paid and the provision of other banking services and has determined that Charter One, which presented a “Proposal for Banking Services” dated May 20, 2010, is best suited to serve the needs of the VILLAGE.

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

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: Charter One is hereby designated as the depository for such deposits and funds of the VILLAGE and is hereby the banking institution of the VILLAGE, pursuant to the terms as stated in the “Proposal for Banking Services” dated May 20, 2010.

SECTION 3: The Village Manager, Village Treasurer, Village Finance Director and the staff are hereby authorized to take such action as may be necessary to carry out the terms of this Resolution.

SECTION 4: The Village Manager, Village Treasurer and Village Finance Director are

authorized, by and on behalf of the VILLAGE, to open such accounts as they deem necessary or appropriate at said bank, to endorse any checks, drafts, notes, and money orders payable to, or otherwise being the property of, the VILLAGE and to deposit them in such bank accounts, and to draw and sign checks on the funds so deposited in such accounts in the name of the VILLAGE, in accordance with the policies of the VILLAGE.

SECTION 5: The VILLAGE Clerk is hereby directed to transmit a certified copy of this Resolution to Charter One, directed to Sean P. Durkin and Javonna S. Burton, at the address provided by them in the proposal referenced herein.

SECTION 6: 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 24th day of August, 2010.

APPROVED:

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

ATTEST:

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

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

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

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



Village of Bensenville

September, 2010

Responses to questions from Board meeting:

1. Charter One Bank is not a Community Bank and does not participate in the community.
  2. In March 2008 Citizens Bank became embroiled in controversy over the failure of F&S Oil, a large home heating oil dealer in central Connecticut, which failed overnight leaving 12,000 customers stranded after bank management refused to give ownership more time to sell the firm.
  3. On April 18, 2008, RBS revealed that it would post almost \$8 Billion in losses related to sub-prime mortgage securities. Less than a month earlier its CEO, Sir Fred Goodwin, denied rumors that losses were possible.
  4. In May 2008, Citizens Financial Group, an RBS subsidiary, failed to publicly announce that it was under investigation by the SEC for its involvement in the sub-prime mortgage crisis that has devastated the U.S. housing market and bond investors around the world. Only banks involved in the purchase and sale of subprime securities were under investigation.
  5. Citizens Bank made widespread layoffs in 2009, and lost \$114 million in the first quarter of 2009.
  6. 27 Jan 2010: Citizens Bank is sued for \$8 billion
  7. Lawsuit by Cleveland.
  8. All profits go back to UK.
- 
1. We are uncertain of how to define a “community bank”, so we can’t comment on this. As we indicated in our previous memo to the Board, we are very active in the community through our involvement of our Branch Colleagues, and our support of Chicago area non-profit organizations that help alleviate hunger, provide affordable housing, and provide economic development and other services to disadvantaged and impacted members of our communities. While we are not currently members of the Bensenville Chamber, we plan to join the Chamber and increase active involvement from our Branch and Business Banking Colleagues. We are very supportive of organizations across the entire Chicagoland area, and actively support organizations that include Bensenville as a part of their service area. In 2009, we provided support in the Chicago area totaling over \$2.0 million. In fact, over our entire footprint, Charter One/Citizens Bank has provided over \$100 million in total support over the last 5 years to thousands of organizations. We are active volunteers in the community and employ 12 people that work in our Bensenville Branch. Since 1994, our Bank has sent 90 colleagues into the communities where they live to work for 3 months with non-profit agencies through our Community Service Sabbatical Program. We provide about \$200,000 in annual support to the United Way of Metropolitan Chicago, which supports agencies throughout Chicagoland, including Bensenville. Also, we actively pursue businesses in Bensenville, and currently count a number of businesses as customers and prospects, providing millions of dollars of financing to these companies that employ hundreds of people.

*Please note: Wikipedia, the source of these questions, reports the following regarding this information: This article's Criticism or Controversy section(s) **may mean the article does not present a neutral point of view of the subject**. It may be better to integrate the material in those sections into the article as a whole.*

2. Customers of F&S Oil are receiving about \$1 million in restitution as ordered by the Superior Court judge in December, 2009. The Rhode Island Attorney General's office continues its action against the former President of F&S. In August, 2010, the former owner of F&S pleaded guilty to one count of intentionally filing a false federal tax return.
3. In August, 2008, RBS Group announced a pre-tax consolidated loss of over \$1 billion, due primarily to write downs of credit market exposures. Before the credit market write-downs, RBS Group reported an underlying profit of over \$7 billion. Sir Fred Goodwin was replaced at the end of 2008 by Stephen Hester, formally leaving RBS on January 1, 2009. Stephen Hester continues as Group CEO of RBS, and has been instrumental in guiding RBS to stand alone strength.
4. RBS Group came under investigation by the US SEC in May, 2008. Page 131 of the shareholder prospectus revealed that Royal Bank subsidiaries have been asked to provide information from "various US Governmental agencies and self-regulatory organizations" in relation to the sub-prime mortgage crisis. The prospectus documents stated: "During March 2008, RBS was advised by the SEC that it had commenced a non-public, formal investigation relating to RBS's US sub-prime securities exposure and US residential mortgage exposures. "RBS and its subsidiaries are co-operating with these various requests for information and investigations."
5. Layoffs took place in 2009, as the financial sector in the US and worldwide came under significant pressures in 2008 and continuing throughout 2009. Layoffs impacted all of the financial services industry in the US, with total employment in the Commercial Banking sector dropping from a high in early 2008 of 2.781 million to the current low of 2.561 million, a drop of 220 thousand or 7.9% from the high in 2008. Charter One employees were also impacted, as were the employees of virtually every bank in the US. In fact, there were 25 bank failures in 2008, 140 in 2009, and 118 failures thus far in 2010, all of which show the impact of economic factors in our industry as well as reduced employment.
6. A developer in Philadelphia sued Citizens Bank of Pennsylvania for \$8 billion in January, 2010. The amount claimed in the lawsuit was amended in April, 2010, to \$297 million. This is an ongoing case in the Philadelphia County Court of Common Pleas, so we cannot make any comments other than provide copies of the news articles on the proceedings.
7. The City of Cleveland filed lawsuits against Deutsche Bank, Ameriquest Mortgage, Bank of America, Bear Stearns, Citigroup, Countrywide Financial, Credit Suisse, Fremont General Corp., GMAC-RFC, Goldman Sachs, Greenwich Capital Markets (an RBS Company), HSBC Holdings, Indymac Bancorp, JP Morgan Chase, Lehman Brothers, Merrill Lynch, Morgan Stanley, Novastar Financial, Option One Mortgage, Washington Mutual and Wells Fargo, investment firms that packaged and sold bundles of subprime mortgages. On July 27, 2010, the United States Court of Appeals for the Sixth Circuit ruled in favor of the defendant financial institutions, in an appeal involving a novel, high-profile public nuisance claim filed by the City

of Cleveland. The City alleged hundreds of millions of dollars in damages to it from this purported public nuisance as a result of increased monitoring, maintenance, and demolition of foreclosed properties, and the diminution of the City's property tax revenues.

The District Court refused to remand the case to state court and subsequently dismissed the case. The City appealed, and the Court of Appeals affirmed, holding that the case was properly removed to federal court and that the City had failed to state a legally sufficient claim. In particular, the Court held that the connection between the alleged harms and the alleged misconduct was too indirect to warrant recovery.

8. RBS Citizens, N.A. d/b/a Charter One is a wholly owned subsidiary of Citizens Financial Group (CFG). CFG is wholly owned by the RBS Group, PLC. Our shareholder, RBS, is desirous of achieving a return on their investment, so naturally, there are dividends that are paid to RBS. However, we do provide significant investment and support in our communities (see answer to Question #1), we provide aggregate lending to businesses and consumers of over \$90 billion, and we maintain one of the highest ratios of Total Risk Based Capital for banks our size with over 12.5%, and strong ratings from the independent rating agencies of Moody's, S&P and Fitch (see attached CFG Fact Sheet from August, 2010).



71 S. Wacker Drive  
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**Glenn M. Mazade**  
Senior Vice President  
Government & Not-for-Profit Banking Group  
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(312) 777-3588 (ph)  
(312) 777-3497 (fx)

September 9, 2010 9/9/2010

To: Village of Bensenville Board and Staff:

Charter One is thrilled that we have the opportunity to provide banking services to the Village of Bensenville. We look forward to working closely with the Village, and the entire Illinois Government Banking Group at Charter One stands ready to facilitate a smooth transition and provide the utmost in customer service.

There were a few concerns were raised at the August 17, 2010 Finance Committee meeting and we would like to address those:

**UK Government Ownership:**

Our parent company, Royal Bank of Scotland Group ("RBS") has received assistance from the U.K. government which has translated into an 84% government ownership in RBS stock. When RBS received government funding, it entered into a five year strategic plan approved by the U.K. Government, and we are currently in Year 2 of that Plan.

We need to make clear that this support only involved our parent company, RBS, and no direct funding was provided to RBS Citizens, N.A. d/b/a Charter One ("Charter One") or our US parent, Citizens Financial Group ("CFG"). It is anticipated that the UK Government will sell its' interest in RBS stock in the marketplace sometime in the future to reduce and eliminate its ownership stake.

**TARP:**

CFG has not received any TARP funds from the U.S. government. We are a financial services company headquartered in the US, and are governed by the national banking laws in the US. Our Illinois headquarters are based in Chicago, and we operate our business lines locally through our Illinois President and in the communities in Chicagoland.

**Community Investing:**

**Bensenville Branch:**

The Bensenville Branch located at 1125 S. York Road has donated over \$2,500 since 2008 and has held food drives for the Bensenville – Wood Dale Pantry. They have also held toy drives for Toys for Tots and held coat drives that benefit the Salvation Army. Branch personnel volunteer reading books to the students at Tioga School and also volunteer delivering Meals on Wheels to Bensenville residents.

**Charter One in Illinois:**

Charter One takes an active role in encouraging our employees to volunteer in their communities. So far this year, Charter One employees have volunteered over 1,800 hours with various Chicago area organizations. Charter One has also made monetary contributions to various charitable organizations. These include over \$230,000.00 in support to organizations in DuPage County since 2008 including, but not limited to:

Community Housing of DuPage (CHAD)

DuPage Habitat for Humanity

DuPage Homeownership Center

Economic Awareness Council

Elmhurst College

Emergency Fund (DuPage agencies- Bridge Communities and People's Resource Center)

Humanitarian Service Project

Junior Achievement DuPage

Love Inc.

Sharing Connections

Village of Bensenville, Page 2

Our employees have volunteered their services to the following Boards and Organizations:

DuPage Habitat for Humanity  
Junior Achievement DuPage  
Metropolitan Family Services DuPage  
Sharing Connections  
Downers Grove Noon Lions

Part of the 1,800 + hours of Volunteerism, so far this year, have been at the following organizations in DuPage County:

DuPage Habitat for Humanity  
DuPage Homeownership Center  
Economic Awareness Council  
Elmhurst YMCA  
Humanitarian Service Project  
Junior Achievement DuPage

- Hawk Hollow Elementary-Bartlett
- Liberty Elementary-Bartlett
- Sycamore Trails-Bartlett
- Spring Trail Elementary- Carol Stream
- Jay Stream Middle School- Carol Stream
- Elizabeth Ide School- Darien
- Mark Delay Elementary-Darien
- Lace Elementary- Darien
- Prairie View-Downer's Grove
- Greenbrook Elementary- Hanover Park
- Kennedy Junior High-Lisle
- Longfellow Elementary- Wheaton

### **Business Lending:**

The US Small Business Administration ("SBA") has just updated their Lender Performance report as of 7/31/10 for the fiscal year 2010. Charter One (RBS Citizens, N.A.) is listed as the #11 ranked institution out of a total of 201 institutions listed in lending activity year to date. Thus far, Charter One has funded 36 SBA guaranteed loans totaling \$2,432,700 and has also funded 4 SBA 504 loans totaling \$1,065,000 creating 19 new jobs. We hope this provides you with some sense of our activity in lending to small businesses in our marketplace.

### **Purchasing Card:**

We understand that there were some questions on our credit card program. We know that this is not a priority with the Village at this time, but we wanted to address these questions. Charter One has a rebate program that the Village can take advantage of if they decide to establish credit card program. For our business credit card, the Village would earn 2 points for every dollar spent. When the Village has accumulated 6,000 points (\$3,000.00 in spend) these can be redeemed for a cash rebate of \$25.00 which can be deposited directly into the Village's Charter One account. So that would be \$25.00 for every \$3,000.00 spent by the Village.

Charter One is very excited and we look forward to providing all of the Village of Bensenville's banking needs. The Village of Bensenville will receive exceptional customer service. We look at this new relationship as a partnership headed up on our side by the Village's dedicated relationship manager. As the banking needs of the Village evolve during its relationship with Charter One, we will be there to offer the latest in innovative banking products.

Attached for your review are updated fact sheet for Citizens Financial Group and COB Illinois Community Fact Sheet. These are updates to originals submitted in our proposal.

We look forward to the opportunity to work with the Village and its staff and employees.



**Contact:** Stacey Sather  
Senior Vice President  
Director of Public Affairs  
312-777-3628  
stacey.sather@charteronebank.com

## Community Fact Sheet

### Overview

- In Illinois, Charter One donates financial support to local not-for-profit organizations in the communities it serves through the Charter One Foundation. Charter One's corporate giving is focused on social services, assisting in programs such as affordable housing, economic development initiatives and financial literacy education.
- In 2009, Charter One supported more than 100 local not-for-profit and community development organizations.
- Charter One has provided more than \$1 billion in community development loans and investments since 2005 to help address the affordable housing needs of economically-distressed neighborhoods, revitalize and stabilize low and moderate-income communities, and stimulate new economic development projects in underserved communities.
- In Illinois, Charter One has received an "Outstanding" Community Reinvestment Act (CRA) performance rating, signifying the bank's commitment to borrowers of all income levels and in all neighborhoods throughout local communities.
- Charter One is a top small business lender in Illinois and throughout the Midwest, as ranked by the U.S. Small Business Administration, demonstrating the bank's commitment to understanding the credit needs of these important market segments. Charter One has also been distinguished as the top referring partner of ACCION Chicago, a community-based provider of affordable microfinance solutions to small business owners.

### Key Programs

- Charter One's innovative, summer-long community program, *Making Music Matter*, leverages the Name-in-Title sponsorship of the Charter One Pavilion at Northerly Island for the good of the local Chicago community. During the 2010 season's concerts, Charter One colleagues volunteer to collect donations from attendees on behalf of the Greater Chicago Food Depository's Mobile Programs. Charter One is the lead corporate supporter of the Mobile Programs, which provide nutritious food directly to communities that might not otherwise have local access to food resources. With the support of Charter One and its Making Music Matter initiative, Mobile Programs such as Producemobiles, Mobile Pantries and Food Rescue will deliver more than 13 million pounds of food this year. The Food Depository named Charter One a "Prized Partner" in 2009 in recognition of the bank's support during the 2009 Making Music Matter season. Since its inception in 2006, *Making Music Matter* has generated support for numerous local not-for-profit community partners.

- Charter One is the lead corporate partner of the YMCA of Metropolitan Chicago's Community Schools initiative. The bank's supports this vital community initiative for the 2009-10 academic year. The YMCA's Community Schools program is an innovative collaboration with Chicago Public Schools and other organizations that aims to help children and families living in Chicago's most underserved neighborhoods by improving academic performance, reducing school absenteeism and drop-out rates, and enhancing youth wellness and health. YMCA Community Schools address the need to keep kids safe and families productively engaged by providing educational programming focused on positive development. More than 2,100 Chicago youth living in poverty currently benefit from the nine YMCA Community Schools across the city.
- Charter One's partnership with the Lincoln Park Zoo enabled the *ZooLights Festival* – the zoo's premier holiday program – to expand and enhance its program for the benefit of the festival's more than 300,000 annual visitors from across the Chicagoland community. In addition, since the partnership began in 2007, more than 400 Charter One colleagues and family members have volunteered on-site.
- Helping to provide cultural and educational opportunities for all members of the community, Charter One's partnership with the Adler Planetarium enabled the museum to offer *Charter One Discount Days at the Adler* in 2008, 2009 and 2010. *Charter One Discount Days at the Adler* provides free general admission to all Adler visitors on 52 selected dates throughout each year.
- To encourage employers to assist employees with housing costs, Charter One sponsors the *Charter One Workforce Housing Initiative* – a first-of-its-kind effort administered by the Metropolitan Planning Council. Initiative highlights include customized workforce housing outreach sessions developed to address the specific needs of small businesses and larger employers across the Northwest, North Shore, Southwest and West Cook suburban regions.
- A partnership between Charter One and the Local Initiative Support Corporation (LISC) supports the *Great Neighborhoods Program*, an initiative that accelerates the pace of neighborhood revitalization by focusing on housing and retail development and enables the growth of healthy and sustainable neighborhoods in underserved Chicago communities. The *Great Neighborhoods Program* currently runs in Chicago's Albany Park and Austin communities.
- Charter One's commitment to the National Latino Education Institute supports the development and implementation of the *Workforce Development Initiatives*. The initiatives include five nationally-accredited post-secondary vocational certificate programs that focus on providing exceptionally-trained bilingual candidates, particularly students from underserved backgrounds, for the service, sales and medical industries.
- Charter One launched the *Charter One Neighborhood Housing Initiative* with a commitment to provide education and training programs for first time home buyers, particularly in the Chinatown area, in partnership with the Chinese American Service League. The *Charter One Neighborhood Housing Initiative* addresses the critical need of home ownership for low- and moderate-income families in Chicago by providing them with the tools they need to secure and maintain home mortgages. The program is managed by the Chinese American Service League's newly-created Housing and Financial Education Department.
- As part of Charter One's *Homeownership Initiative*, a commitment was made to the Chicago Urban League to provide education and training programs for first time home buyers. The

program is managed by the Chicago Urban League and its affiliate, the Chicago Urban League Development Corporation (CULDC).

- To encourage the revitalization of neighborhoods throughout Illinois, Charter One offers the special *EZ Home Improvement Loan* which provides low- and moderate-income individuals the opportunity to borrow \$1,000 at a 3% APR with a term of 36 months. In addition, in an effort to help combat the area's high heating and energy costs, the bank offers the *Charter One Energy Efficiency Loan* which provides low- and moderate-income individuals the opportunity to borrow \$3,000 at a 3% APR with a term of 36 months. As part of the bank's EnergySense program, both loans include additional enhancements and customer benefits, including an affordable debt consolidation offer for eligible borrowers.

### **Volunteerism**

- Charter One encourages its employees to volunteer and help improve their own communities. Since 2007, Illinois employees volunteered more than 29,000 hours for a variety of community events and programs in the Chicago metropolitan area.
- Charter One provides annual volunteer support to Ladder Up, a leading tax assistance program. Bank colleagues facilitated 56 counseling sessions, assisting more than 700 low-income individuals and families with free tax preparation services during the 2009 tax season. These volunteers assisted in completing tax submissions which provided clients with maximized Federal and State tax refunds, while eliminating tax preparation fees.
- As part of Charter One's partnership with the Greater Chicago Food Depository's Mobile programs, bank colleagues regularly volunteer for the depository's Food Rescue initiatives. In May 2010, a team of Charter One colleagues helped collect more than 60,000 pounds of leftover food from the National Restaurant Association's annual tradeshow at McCormick Place. Earlier, in October 2009, colleagues helped rescue more than 13,000 pounds of food from the National Automatic Merchandising Association's national expo.
- Charter One colleagues, including the Charter One management team, currently sit on the boards of directors of more than 85 local not-for-profits, showing an unparalleled commitment to the growth of the community.
- As part of Charter One's commitment to providing financial literacy education in the community, the bank provided more than 850 basic banking, homeownership and small business seminars in since 2005.

# CITIZENS FINANCIAL GROUP

Citizens Financial Group is a \$140 billion commercial bank holding company. It is headquartered in Providence, R.I., and through its subsidiaries has more than 1,500 branches, approximately 3,500 ATMs and approximately 22,700 employees. It operates its branch network in 12 states and has non-branch retail and commercial offices in about 40 states.

## RBS AMERICAS

RBS Americas encompasses all of The Royal Bank of Scotland Group's operating units in North and South America. They include Citizens Financial Group, Inc.; RBS Global Banking & Markets Americas, a leading provider of institutional banking and capital markets services for many of the world's most prominent corporations, financial institutions, and government entities; Global Transaction Services, which includes international payments, corporate transaction banking and merchant processing activities; and RBS Citizens Business Services, the company's operations, technology and properties division. RBS Americas also has specialized commercial banking offices in Canada and South America.

## KEY FACTS

<i>Assets:</i>	\$140 billion
<i>Deposits:</i>	\$94 billion
<i>Employees:</i>	22,700
<i>ATMs:</i>	3,496
<i>Total Branches:</i>	1,517
	Traditional Branches: 1,035
	In-store Branches: 482

Stable, strong and invested in the communities we serve.

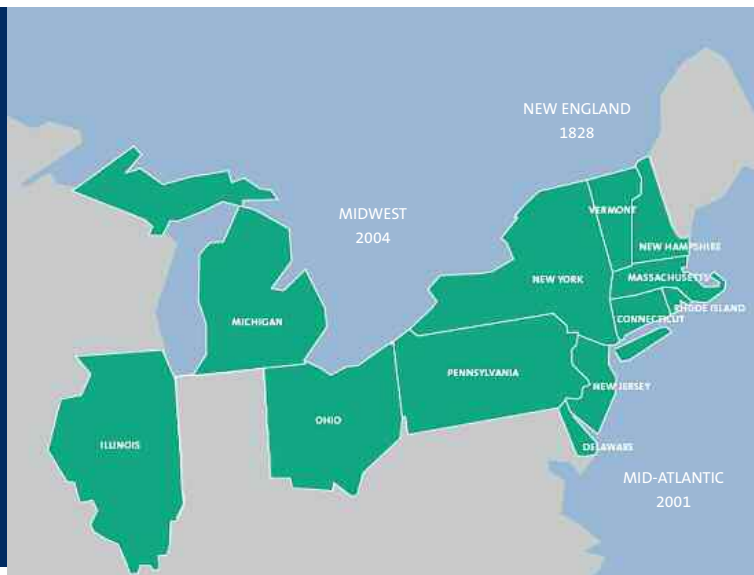
## SUBSIDIARIES AND DIVISIONS

RBS Citizens, N.A.	CCO Investment Services Corp.
Citizens Bank	CCO Mortgage
Charter One	RBS Business Capital
Citizens Bank of Pennsylvania	RBS Card Services
Citizens Automobile Finance	RBS WorldPay
Citizens Capital, Inc.	RBS Asset Finance

## KEY CORPORATE AND INSTITUTIONAL SERVICES

Asset-Based Lending	International Banking
Asset Finance (including Leasing)	Investment Management Services
Automobile Dealer Finance	Private Equity
Cash Management	Private Placements
Foreign Exchange	Syndications
Global Transaction Services	Trade Services
Government Banking	Specialized Industry Lending
Interest-Rate Risk Management	

GOOD BANKING IS GOOD CITIZENSHIP™



## OUR CREDO

### • Customers:

We work for them. If they like us, if they trust us, if they believe in us, if they think we are a good bank and a trusted advisor, we all grow and prosper.

### • Colleagues:

We want to be a rewarding place to work. We believe a highly engaged, diverse team of colleagues will deliver an exceptional experience for our customers.

### • Community:

When the community prospers, we all prosper. We invest in places and people we know. We give back. We encourage community involvement and volunteerism.

## CFG THROUGH THE YEARS

Citizens' 26 strategic bank acquisitions since 1988 greatly expanded its reach and its customer base throughout New England, into the Mid-Atlantic and into the Midwest. The largest market-changing transactions included:

- Mellon Financial Corporation's retail, small business and middle market units in Pennsylvania and Delaware in 2001.
- Charter One Financial acquisition added Ohio, Illinois, Indiana, Michigan, New York and Vermont to CFG's retail footprint in 2004.
- In March 2007, RBS formed RBS Americas, which encompasses all The Royal Bank of Scotland Group's operating units in North and South America.

## A BRIEF HISTORY

Citizens' history began in 1871 on Hoyle Square in Providence, Rhode Island, then the city's busy market center. In 1985, Citizens Financial Group was established as the holding company for Citizens Savings Bank and Citizens Trust Company, which evolved into Citizens Bank.

In December 1988, Citizens Financial Group became a wholly-owned subsidiary of The Royal Bank of Scotland Group plc (RBS). Headquartered in Edinburgh, RBS has grown into one of the world's leading financial services groups. RBS's ownership gave Citizens the stability and support of an international financial services company — and a partner with capital for growth.



The Royal Bank of Scotland Group is one of the world's leading financial services companies, providing a range of retail and corporate banking, financial markets, consumer finance, insurance, and wealth management services. RBS Group serves more than 40 million personal customers world-wide. For further information, please visit the RBS Web site at [rbs.com](http://rbs.com).

## LONG-TERM CREDIT RATINGS\*

A- from Standard & Poor's

A2 from Moody's Investors Service

A+ from Fitch Ratings

## NATIONAL RANKINGS\*\*

12th in commercial bank assets

13th in commercial bank deposits

7th in ATMs

9th in branches

4th in in-store banking

For more information, please visit our Web sites:  
[citizensbank.com](http://citizensbank.com). or [charterone.com](http://charterone.com)

\*Ratings as of August 6, 2010

\*\*Rankings as of June 30, 2010





**THE VILLAGE OF BENSENVILLE PRESENTS THE**

# 39th ANNUAL TOY DRIVE



*Bring holiday cheer to children  
in need, right here in Bensenville!*

**More children than ever before need your generosity this year.**

The Toy Drive begins November 1st

Please join us this year by gathering members of your organization, family or co-workers and commit to organizing a toy collection effort.

## **Toy Drive and Rotary Coat Drive Collection**

New unwrapped toys for children  
(Infant –14 years old), new hats, scarves and  
gloves for all ages, and non-perishable food.  
Continues until December 1st.

New and gently used coats will be collected.  
Coats can be dropped off with toys.

Financial contributions are accepted as are gift cards.

Please make checks payable to the:  
Village of Bensenville, ATTN: Linda Dickson,  
735 E. Jefferson Street, Bensenville, IL 60106.

## **Rotary Coat Distribution**

December 12th at 9:00 a.m.  
Coats are distributed at Tioga School.



## **Drop Off Locations**

ABC Bank • Advanced Refrigeration  
AMB Property Corporation • Barthco International  
Bensenville Credit Union • Bensenville Library  
Bensenville Police Department  
Bensenville Park District & Deer Grove Leisure Center  
Bensenville Theatre and Sundae's Too  
Bensenville Village Hall • Blackhawk Middle School  
Bridgeway of Bensenville  
Charter One Bank • Dollar General • Bensenville Fire  
Department • Edmar Foods  
Fenton High School • Hair Shapers  
Harris Bank • Jade Dragon • Les Instrument  
MB Financial • Mohawk Elementary School  
Robert Morris College • The Spot • Two Chefs  
USA One Credit Union • W.A. Johnson School  
Williamsen Management • York Brook Apartments •  
Tioga School

***The final drop off day is December 1, 2009.***

## **Volunteers**

Volunteers are needed throughout the month of  
November to sort and wrap toys.

To volunteer email Volunteer Coordinator Pat  
Johnson at [pjohnson@bensenville.il.us](mailto:pjohnson@bensenville.il.us)

For information or to request a toy box  
for your location call:  
630-594-1106 or 630-766-8888.

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

Sponsored by the Village of Bensenville, Bensenville Community Youth Coalition, Bensenville Community Public Library,  
Blackhawk Middle School and Fenton High School

Optional Services														
Bank	Interest Rate	Minimum Balance	Annual Net Earnings / (Fees)	Internet Banking	RFP Complete	Distance from Village Hall	Positive Pay?	Remote Deposit	Lock Box	CC Processing	P-Cards	Armored Car	ATM	Reasons not included in final 3
MB Bank	Fed Funds + .25%	3,660,600.88	(9,591.40)	✓	✓	3.6 miles	Included	Included	12,175.00	Yes	Yes	No Quote	No Quote	Total Annual Fees too high
ABC Bank	Fed Funds + .25%, min .75% - max 2.5%	3,057,182.50	(9,892.10)	✓	X	.3 miles	NA	Included	22,480.00	No	No - Quote	No Quote	No Quote	Total Annual Fees too high, RFP inc. no electronic copy, no Pos Pay Info
Chase	Fed Funds Target - .10%	2,428,935.72	(1,948.44)	✓	✓	.22 mile	Included	Included	18,838.00	Yes	No - Quote	No Quote	No Quote	
Village B & T	Prior Month's Fed Funds on last day	2,295,200.00	(2,031.59)	✓	✓	10.6 miles	Included	Included	10,675.00	Yes	Yes	No Quote	No Quote	Greater than 5 miles away
Charter One	LIBOR + .25%	1,739,430.50	(1,152.45)	✓	✓	1.7 miles	Included	Included	11,630.00	Yes	Yes - w/ Rebate	\$300 / month	No Quote	
5/3 Bank	Fed Funds - .50%, min15bps	2,509,886.50	(9,489.32)	✓	✓	3.87 miles	Included	Included	14,081.00	Yes	Yes	No Quote	No Quote	Total Annual Fees too high
US Bank	Did not state	6,415,600.00	(18,255.39)	✓	X	4.8 miles	Included	Included	NA	Yes	Yes	No Quote	No Quote	Total Annual Fees too high
Harris	IL Funds + 10bp	2,023,382.40	(2,000.44)	✓	✓	2.21 miles	Included	Included	15,050.00	Yes	Yes	No Quote	No Quote	

**Note: Annual Net Earnings / (Fees) includes fees for Remote Deposit and Positive Pay. These are two fraud prevention services that the Village does not currently use, but have plans to implement**  
**The amount of Net Earnings / (Fees) actually incurred over the last 12 months in our existing agreement was negative \$16,551.64.**

**Definitions**

**Minimum Balance:** The amount of cash needed to be maintained in order to achieve "no fee" banking. Amounts in excess would earn interest based on the interest rate stated.

**Annual Net Earnings / (Fees):** This is for comparative purposes and is the annual amount the Village would have earned (or had to pay) over the past 12 months assuming we maintained a monthly balance of \$3,000,000.

**Internet Banking:** Does the bank offer online banking?

**RFP Complete:** Did the bank provide the information requested by the Village and was that information provided in the proper format.

**Positive Pay:** Positive Pay is a fraud prevention service where the bank will only process transactions that have been previously presented by the Village.

**Lock Box:** Services provided by the bank to deposit various cash receipts such as water bills and possibly vehicle stickers.

**Remote Deposit:** A service where the Village can scan checks received and upload the file to the bank as opposed to physically bringing checks to the bank.

**CC Processing:** Credit Card Processing Services

**P-Cards:** Procurement cards. These are like credit cards but with the ability to limit certain types of transactions.

**Armored Car:** The Village is looking into having an armored car pickup of deposits.

**ATM:** The Village is considering placing an ATM at Village Hall or at The Edge. None of the banks provided a detailed quote in regards to ATM placement.

## **VILLAGE OF BENSENVILLE**

**TYPE:** Ordinances **SUBMITTED BY:** Denise Pieroni **DATE:** September 8, 2010

**DESCRIPTION:** Seven (7) Ordinances proposing the establishment of each of the seven (7) respective Special Service Areas (SSA) in the North Industrial Park and providing for the Public Hearings and other procedures in connection therewith.

### **SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:** N/A (Continuation of Actions relating to the Redevelopment of the Bensenville North Industrial/Business Park) **DATE:** N/A

**BACKGROUND:** In order to fund certain improvements within certain areas of the North Industrial Park, the Village is proposing the establishment of seven (7) SSAs in lieu of the previously proposed Special Assessment District. As proposed, each SSA would be used to fund 50% of the cost of the improvements proposed for each respective area. The other 50% of these costs would be funded through the proposed North Industrial Park TIF. The objective is to complete the SSA process so that the related bonds can be issued in December. In order to comply with the requirements of the statute and still meet this objective the following schedule has been established:

- September 14, 2010: Board adoption of Ordinances calling for public hearings
- September 24, 2010: Publication of public hearing notices in newspaper
- October 1, 2010: Mailing of public hearing notices to taxpayers of record
- October 12, 2010: Public hearings before Board as part of a rescheduled regular meeting commencing at 6:00 pm.
- October 19, 2010: Final date for advance payment by a property owner of their allocation of total construction and related costs resulting in the removal of the property from the SSA (subject to determination that removal will not impact the contiguity of the SSA area)
- October 26, 2010: Board action on removal of properties for which advance payment is received
- December 14, 2010: Board adoption of Ordinances establishing each of SSA

**KEY ISSUES:** In order to complete this process in December, compliance with the above schedule is required. As such the Village Board needs to take action by the ordinances proposing the establishment of the seven (7) SSAs in the North Industrial Park and providing for the Public Hearings and other procedures in connection therewith at the September 14<sup>th</sup> meeting.

### **ALTERNATIVES:**

- Village Board discretion

**RECOMMENDATION:** Approve each Ordinance proposing the establishment of the respective Special Service Areas (SSA) in the North Industrial Park and providing for the Public Hearings and other procedures in connection therewith

**BUDGET IMPACT:** Provides the funding source for principal and interest payments on debt to be issued to fund the improvements referenced in the ordinances and which will be included in the 2011 Budget.

**ACTION REQUIRED:** Board approval of the seven (7) Ordinances.



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

**AN ORDINANCE PROPOSING THE ESTABLISHMENT  
OF SPECIAL SERVICE AREA NUMBER 3  
(NORTH INDUSTRIAL DISTRICT IMPROVEMENTS)  
IN THE VILLAGE OF BENSENVILLE AND PROVIDING FOR A  
PUBLIC HEARING AND OTHER PROCEDURES IN CONNECTION THEREWITH**

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

**SECTION 1:** AUTHORITY TO ESTABLISH SPECIAL SERVICE AREAS.

Special Service Areas within non-home rule municipalities are established pursuant to Article VII, Section 7 of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.*

**SECTION 2:** FINDINGS.

The President and Board of Trustees find as follows:

- A. The Village of Bensenville (hereinafter the "Village") is an Illinois non-home rule municipality pursuant to Article VII, Section 7 of the Constitution of the State of Illinois.
- B. It is in the public interest that the creation of the area hereinafter described as a special service area (hereinafter "Special Service Area Number 3"), for the purposes set forth herein, be considered.
- C. That said area is compact and contiguous and constitutes an industrial and office area in the Village.
- D. That said area is zoned for industrial and office purposes and will benefit specifically from the municipal services to be provided and that the proposed municipal services are unique and in addition to municipal services provided to the Village as a whole.
- E. Based on the foregoing, it is in the best interests of the Village that the issuance of bonds or other debt instruments, to pay the costs associated with the street reconstruction, street lighting conduit improvements and sanitary sewer improvements project, and the levy of special taxes against said area for the services to be provided, be considered.

**SECTION 3:** PUBLIC HEARING - TAX RATES.

That a public hearing shall be held on the 12<sup>th</sup> day of October, 2010, at 6:00 p.m., in the Bensenville Village Hall, Board Room, 12 South Center Street, Bensenville, Illinois, to consider the creation of Special Service Area Number 3 in the territory described in the Notice set forth in Section 4 hereof.

At the hearing, there will be considered the issuance of bonds or other debt instruments in the amount of six hundred sixty-five thousand and no/100 dollars (\$665,000.00), to be retired over not to exceed a twenty (20) year period and shall bear interest at a rate of not to exceed seven and one-half percent (7½%) per annum. Said bonds or other debt instruments shall be retired by the levy of a direct annual tax to pay the interest on such bonds or other debt instruments, as it falls due, and to discharge the principal thereof at maturity, with said tax is to be levied upon all taxable property within the proposed Special Service Area Number 3, at the maximum rate not to exceed the rate necessary to pay the debt service on the aforementioned bonds or other debt instruments.

The aforementioned taxes shall be in addition to all other taxes provided by law, and shall be levied pursuant to the provisions of the Property Tax Code (35 ILCS 200/1-1 *et seq.*), as amended.

**SECTION 4:** NOTICE OF PUBLIC HEARING.

Notice of the public hearing shall be published at least once not less than fifteen (15) days prior to the public hearing in one (1) or more newspapers in general circulation in the Village. In addition, notice by mailing shall be given by depositing said notice in the U.S. mail addressed to the person or persons in whose name the general

taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area Number 3. Said notice shall be mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property. The notice shall be in substantially the following form:

**NOTICE OF HEARING**

**VILLAGE OF BENSENVILLE**

**SPECIAL SERVICE AREA NUMBER 3**

NOTICE IS HEREBY GIVEN that on October 12, 2010, at 6:00 p.m. in the Bensenville Village Hall, Board Room, 12 South Center Street, Bensenville, Illinois, a hearing will be held by the President and Board of Trustees of the Village of Bensenville to consider forming a special service area consisting of the following described territory:

Legal Description: THAT PART OF THE EAST HALF OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN THORNDALE BUSINESS PARK, BEING A SUBDIVISION IN SAID EAST HALF, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 4, 1974 AS DOCUMENT NO. R74-45805; THENCE EASTERLY ALONG THE NORTH LINE OF SAID THORNDALE BUSINESS PARK TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ROBERT KINGERY HIGHWAY (A.K.A. IL ROUTE 83); THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THORNDALE AVENUE; THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE EAST LINE OF LOT 32 IN ELK GROVE INDUSTRIAL PARK – UNIT 13, BEING A SUBDIVISION IN SAID EAST HALF OF SECTION 3, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 3, 1975 AS DOCUMENT NO. R75-53874;

THENCE NORTHERLY ALONG SAID EAST LINE AND NORTHERLY EXTENSION THEREOF TO THE SOUTHEAST CORNER OF LOT 5 IN ESJODA SUBDIVISION, BEING A SUBDIVISION IN SAID EAST HALF, ACCORDING TO THE PLAT THEREOF RECORDED MAY 25, 1976 AS DOCUMENT NO. R76-32233; THENCE NORTHERLY ALONG THE EAST LINE OF SAID ESJODA SUBDIVISION TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MARK STREET; THENCE NORTHERLY ALONG A STRAIGHT LINE TO THE SOUTHWEST CORNER OF SAID LOT 1 IN THORNDALE BUSINESS PARK; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

P.I.N.s: 03-03-205-013, -014 and -015; 03-03-208-015, -019, -028 and -030; 03-03-400-025, -026 and -028.

Street Location: Generally, those parcels located on the West side of Illinois Route 83, from a point approximately 337 feet North of Mark Street South to Thorndale Avenue, including those parcels abutting Tower Lane, and those parcels on the North side of Mark Street from Route 83 to a point approximately 262 feet West of Tower Lane, all in Bensenville, Illinois.

All interested persons affected by the formation of Bensenville Special Service Area Number 3 will be given an opportunity to be heard regarding the formation of and the boundaries of Special Service Area Number 3 and may object to the formation of the area, the issuance of bonds or other debt instruments, and the levy of taxes affecting said area.

The purpose of the formation of Bensenville Special Service Area Number 3 in general is to provide special street reconstruction, street lighting conduit improvements and sanitary sewer improvements services to the area.

The issuance of bonds or other debt instruments in an amount not to exceed six hundred sixty-five thousand and no/100 dollars (\$665,000.00) secured by the full faith and credit of said Special Service Area Number 3, at an interest rate or rates of not to exceed seven and one-half percent (7½%) per annum and to mature within twenty (20) years, will be considered at the hearing. Said bonds or other debt instruments shall be retired by the levy of a direct annual tax to pay the interest on such bonds or other debt instruments as it falls due and to discharge the principal thereof at maturity. Said tax is to be levied upon all taxable property within the proposed Special Service Area Number 3.

At the hearing, all persons affected by the formation of said Special Service Area Number 3, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The hearing may be adjourned by the President and Board of Trustees to another date without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment and/or as otherwise required by law.

If a petition signed by at least fifty-one percent (51%) of the electors residing within Special Service Area Number 3 and by at least fifty-one percent (51%) of the owners of record of the land included within the boundaries of Special Service Area Number 3 is filed with the Village Clerk, within sixty (60) days following the final adjournment of the public hearing, objecting to the creation of Special Service Area Number 3, the levy or imposition of a tax or the issuance of bonds or other debt instruments for the provision of special services to the area, or to a proposed increase in the tax rate, said Special Service Area Number 3 may not be created, and no tax may be levied or imposed nor the rate increased.

DATED this 24<sup>th</sup> day of September, 2010.

JoEllen Ridder  
Village Clerk  
Village of Bensenville

**SECTION 5:** That this Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2010, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2010.

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

ATTEST:

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

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

**AN ORDINANCE PROPOSING THE ESTABLISHMENT  
OF SPECIAL SERVICE AREA NUMBER 4  
(NORTH INDUSTRIAL DISTRICT IMPROVEMENTS)  
IN THE VILLAGE OF BENSENVILLE AND PROVIDING FOR A  
PUBLIC HEARING AND OTHER PROCEDURES IN CONNECTION THEREWITH**

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

**SECTION 1:** AUTHORITY TO ESTABLISH SPECIAL SERVICE AREAS.

Special Service Areas within non-home rule municipalities are established pursuant to Article VII, Section 7 of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.*

**SECTION 2:** FINDINGS.

The President and Board of Trustees find as follows:

- A. The Village of Bensenville (hereinafter the "Village") is an Illinois non-home rule municipality pursuant to Article VII, Section 7 of the Constitution of the State of Illinois.
- B. It is in the public interest that the creation of the area hereinafter described as a special service area (hereinafter "Special Service Area Number 4"), for the purposes set forth herein, be considered.
- C. That said area is compact and contiguous and constitutes an industrial area in the Village.
- D. That said area is zoned for industrial purposes and will benefit specifically from the municipal services to be provided and that the proposed municipal services are unique and in addition to municipal services provided to the Village as a whole.
- E. Based on the foregoing, it is in the best interests of the Village that the issuance of bonds or other debt instruments, to pay the costs associated with the street reconstruction, sanitary sewer improvements, storm sewer improvements, street lighting conduit improvements and stormwater drainage improvements project, and the levy of special taxes against said area for the services to be provided, be considered.

**SECTION 3:** PUBLIC HEARING - TAX RATES.

That a public hearing shall be held on the 12<sup>th</sup> day of October, 2010, at 6:05 p.m., in the Bensenville Village Hall, Board Room, 12 South Center Street, Bensenville, Illinois, to consider the creation of Special Service Area Number 4 in the territory described in the Notice set forth in Section 4 hereof.

At the hearing, there will be considered the issuance of bonds or other debt instruments in the amount of two million eight hundred sixty-seven thousand and no/100 dollars (\$2,867,000.00), to be retired over not to exceed a twenty (20) year period and shall bear interest at a rate of not to exceed seven and one-half percent (7½%) per annum. Said bonds or other debt instruments shall be retired by the levy of a direct annual tax to pay the interest on such bonds or other debt instruments, as it falls due, and to discharge the principal thereof at maturity, with said tax is to be levied upon all taxable property within the proposed Special Service Area Number 4, at the maximum rate not to exceed the rate necessary to pay the debt service on the aforementioned bonds or other debt instruments.

The aforementioned taxes shall be in addition to all other taxes provided by law, and shall be levied pursuant to the provisions of the Property Tax Code (35 ILCS 200/1-1 *et seq.*), as amended.

**SECTION 4:** NOTICE OF PUBLIC HEARING.

Notice of the public hearing shall be published at least once not less than fifteen (15) days prior to the public hearing in one (1) or more newspapers in general circulation in the Village. In addition, notice by mailing shall be given by depositing said notice in the U.S. mail addressed to the person or persons in whose name the general

taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area Number 4. Said notice shall be mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property. The notice shall be in substantially the following form:

**NOTICE OF HEARING**

**VILLAGE OF BENSENVILLE**

**SPECIAL SERVICE AREA NUMBER 4**

NOTICE IS HEREBY GIVEN that on October 12, 2010, at 6:05 p.m. in the Bensenville Village Hall, Board Room, 12 South Center Street, Bensenville, Illinois, a hearing will be held by the President and Board of Trustees of the Village of Bensenville to consider forming a special service area consisting of the following described territory:

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

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 8 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE UNIT NO. 2, BEING A SUBDIVISION IN SAID SOUTH HALF OF SECTION 2, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT NO. R77-102030, SAID SOUTHEASTERLY CORNER BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THORNDALE AVENUE; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHEASTERLY CORNER OF LOT 1 IN SAID THORNDALE DISTRIBUTION PARK IN SAID BENSENVILLE UNIT NO. 2; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 1 TO A POINT ON THE SOUTH LINE OF OUTLOT "A" IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE UNIT NO. 3, BEING A SUBDIVISION SAID SOUTH HALF OF SECTION 2, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1984 AS DOCUMENT



NO. R84-88004; THENCE EASTERLY TO THE SOUTHEASTERLY CORNER OF SAID OUTLOT "A"; THENCE NORTHEASTERLY AND EASTERLY ALONG THE EASTERLY LINE OF SAID OUTLOT "A" TO THE SOUTHWEST CORNER OF OUTLOT "B" IN SAID THORNDALE DISTRIBUTION PARK IN BENSENVILLE UNIT NO. 3; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID OUTLOT "B" TO THE SOUTHEAST CORNER OF SAID OUTLOT "B"; THENCE NORTHERLY ALONG THE EAST LINE OF SAID OUTLOT "B" TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF OF SECTION 2; THENCE EASTERLY ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF LOT 2 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 11, BEING A SUBDIVISION IN SAID SOUTH HALF OF SECTION 2, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 18, 1994 AS DOCUMENT NO. R94-173467; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 2 TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SUPREME DRIVE; THENCE SOUTHERLY ALONG A STRAIGHT LINE TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THOMAS DRIVE, SAID POINT BEING A POINT OF REVERSE CURVE AS DEDICATED PER DOCUMENT NO. R94-173468, RECORDED AUGUST 18, 1994; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 2 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE UNIT NO. 8, BEING A SUBDIVISION IN SAID SOUTH HALF OF SECTION 2, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 14, 1987 AS DOCUMENT NO. R87-006314; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 2 TO A POINT ON THE EAST LINE OF LOT 11 IN SAID THORNDALE DISTRIBUTION PARK IN BENSENVILLE UNIT NO. 2; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 11 TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 11 TO THE SOUTHEAST CORNER OF LOT 2 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE UNIT NO. 5, BEING A SUBDIVISION IN SAID SOUTH HALF OF SECTION 2, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 7, 1987 AS DOCUMENT NO. R87-002244; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID

LOT 2 AND LOT 1 IN SAID BENSENVILLE DISTRIBUTION PARK IN BENSENVILLE UNIT NO. 8 TO A POINT ON THE EAST LINE OF LOT 4 IN SAID BENSENVILLE DISTRIBUTION PARK IN BENSENVILLE UNIT NO. 2; THENCE SOUTHERLY ALONG SAID EAST LINE AND THE EAST LINE OF SAID LOT 8 IN BENSENVILLE DISTRIBUTION PARK UNIT NO. 2 TO THE POINT OF BEGINNING.

P.I.N.s: 03-02-303-008, -010, -011, -012 and -013;  
03-02-304-010, -011 and -012; 03-02-305-001;  
03-02-400-036, -037, -038 and -042;  
03-02-402-001, -002, -012 and -013.

Street Location: Generally, those parcels abutting Supreme Drive, located North of Thorndale Avenue and West of Thomas Drive and the Northeasterly extension thereof, all in Bensenville, Illinois.

All interested persons affected by the formation of Bensenville Special Service Area Number 4 will be given an opportunity to be heard regarding the formation of and the boundaries of Special Service Area Number 4 and may object to the formation of the area, the issuance of bonds or other debt instruments, and the levy of taxes affecting said area.

The purpose of the formation of Bensenville Special Service Area Number 4 in general is to provide special street reconstruction, sanitary sewer improvements, storm sewer improvements, street lighting conduit improvements and stormwater drainage improvements services to the area.

The issuance of bonds or other debt instruments in an amount not to exceed two million eight hundred sixty-seven thousand and no/100 dollars (\$2,867,000.00) secured by the full faith and credit of said Special Service Area Number 4, at an interest rate or rates of not to exceed seven and one-half percent (7½%) per annum and to mature within twenty (20) years, will be considered at the hearing. Said bonds or other debt instruments shall be retired by the levy of a direct annual tax to pay the interest on such bonds or other debt instruments as it falls due and to discharge the principal thereof at maturity. Said tax is to be levied upon all taxable property within the proposed Special Service Area Number 4.

At the hearing, all persons affected by the formation of said Special Service Area Number 4, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The hearing may be adjourned by the President and Board of Trustees to another date without

further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment and/or as otherwise required by law.

If a petition signed by at least fifty-one percent (51%) of the electors residing within Special Service Area Number 4 and by at least fifty-one percent (51%) of the owners of record of the land included within the boundaries of Special Service Area Number 4 is filed with the Village Clerk, within sixty (60) days following the final adjournment of the public hearing, objecting to the creation of Special Service Area Number 4, the levy or imposition of a tax or the issuance of bonds or other debt instruments for the provision of special services to the area, or to a proposed increase in the tax rate, said Special Service Area Number 4 may not be created, and no tax may be levied or imposed nor the rate increased.

DATED this 24<sup>th</sup> day of September, 2010.

JoEllen Ridder  
Village Clerk  
Village of Bensenville

**SECTION 5:** That this Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2010, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2010.

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

ATTEST:

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

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

**AN ORDINANCE PROPOSING THE ESTABLISHMENT  
OF SPECIAL SERVICE AREA NUMBER 5  
(NORTH INDUSTRIAL DISTRICT IMPROVEMENTS)  
IN THE VILLAGE OF BENSENVILLE AND PROVIDING FOR A  
PUBLIC HEARING AND OTHER PROCEDURES IN CONNECTION THEREWITH**

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

**SECTION 1:** AUTHORITY TO ESTABLISH SPECIAL SERVICE AREAS.

Special Service Areas within non-home rule municipalities are established pursuant to Article VII, Section 7 of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.*

**SECTION 2:** FINDINGS.

The President and Board of Trustees find as follows:

- A. The Village of Bensenville (hereinafter the "Village") is an Illinois non-home rule municipality pursuant to Article VII, Section 7 of the Constitution of the State of Illinois.
- B. It is in the public interest that the creation of the area hereinafter described as a special service area (hereinafter "Special Service Area Number 5"), for the purposes set forth herein, be considered.
- C. That said area is compact and contiguous and constitutes an industrial and commercial area in the Village.
- D. That said area is zoned for industrial and commercial purposes and will benefit specifically from the municipal services to be provided and that the proposed municipal services are unique and in addition to municipal services provided to the Village as a whole.
- E. Based on the foregoing, it is in the best interests of the Village that the issuance of bonds or other debt instruments, to pay the costs associated with the stormwater management improvements project, and the levy of special taxes against said area for the services to be provided, be considered.

**SECTION 3:** PUBLIC HEARING - TAX RATES.

That a public hearing shall be held on the 12<sup>th</sup> day of October, 2010, at 6:10 p.m., in the Bensenville Village Hall, Board Room, 12 South Center Street, Bensenville, Illinois, to consider the creation of Special Service Area Number 5 in the territory described in the Notice set forth in Section 4 hereof.

At the hearing, there will be considered the issuance of bonds or other debt instruments in the amount of two hundred thousand five hundred and no/100 dollars (\$200,500.00), to be retired over not to exceed a twenty (20) year period and shall bear interest at a rate of not to exceed seven and one-half percent (7½%) per annum. Said bonds or other debt instruments shall be retired by the levy of a direct annual tax to pay the interest on such bonds or other debt instruments, as it falls due, and to discharge the principal thereof at maturity, with said tax is to be levied upon all taxable property within the proposed Special Service Area Number 5, at the maximum rate not to exceed the rate necessary to pay the debt service on the aforementioned bonds or other debt instruments.

The aforementioned taxes shall be in addition to all other taxes provided by law, and shall be levied pursuant to the provisions of the Property Tax Code (35 ILCS 200/1-1 *et seq.*), as amended.

**SECTION 4:** NOTICE OF PUBLIC HEARING.

Notice of the public hearing shall be published at least once not less than fifteen (15) days prior to the public hearing in one (1) or more newspapers in general circulation in the Village. In addition, notice by mailing shall be given by depositing said notice in the U.S. mail addressed to the person or persons in whose name the general

taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area Number 5. Said notice shall be mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property. The notice shall be in substantially the following form:

**NOTICE OF HEARING**

**VILLAGE OF BENSENVILLE**

**SPECIAL SERVICE AREA NUMBER 5**

NOTICE IS HEREBY GIVEN that on October 12, 2010, at 6:10 p.m. in the Bensenville Village Hall, Board Room, 12 South Center Street, Bensenville, Illinois, a hearing will be held by the President and Board of Trustees of the Village of Bensenville to consider forming a special service area consisting of the following described territory:

Legal Description: THAT PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 5 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 10, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 15, 1991 AS DOCUMENT NO. R91-004837, SAID SOUTHEAST CORNER BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SUPREME DRIVE; THENCE WESTERLY AND NORTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT 2 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 11, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 2, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 18, 1994 AS DOCUMENT NO. R94-173467; THENCE NORTHEASTERLY AND NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 2 TO NORTHWEST CORNER OF SAID LOT 2; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 2 AND

LOT 3 IN SAID THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 11 TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 5 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 10 TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF YORK ROAD; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

P.I.N.s: 03-02-402-009, -010, -011 and -014.

Street Location: Generally, the North side of Supreme Drive, from Thomas Drive East to York Road, all in Bensenville, Illinois.

All interested persons affected by the formation of Bensenville Special Service Area Number 5 will be given an opportunity to be heard regarding the formation of and the boundaries of Special Service Area Number 5 and may object to the formation of the area, the issuance of bonds or other debt instruments, and the levy of taxes affecting said area.

The purpose of the formation of Bensenville Special Service Area Number 5 in general is to provide special stormwater management improvements services to the area.

The issuance of bonds or other debt instruments in an amount not to exceed two hundred thousand five hundred and no/100 dollars (\$200,500.00) secured by the full faith and credit of said Special Service Area Number 5, at an interest rate or rates of not to exceed seven and one-half percent (7½%) per annum and to mature within twenty (20) years, will be considered at the hearing. Said bonds or other debt instruments shall be retired by the levy of a direct annual tax to pay the interest on such bonds or other debt instruments as it falls due and to discharge the principal thereof at maturity. Said tax is to be levied upon all taxable property within the proposed Special Service Area Number 5.

At the hearing, all persons affected by the formation of said Special Service Area Number 5, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The hearing may be adjourned by the President and Board of Trustees to another date without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment and/or as otherwise required by law.

If a petition signed by at least fifty-one percent (51%) of the electors residing within Special Service Area Number 5 and by at least fifty-one

percent (51%) of the owners of record of the land included within the boundaries of Special Service Area Number 5 is filed with the Village Clerk, within sixty (60) days following the final adjournment of the public hearing, objecting to the creation of Special Service Area Number 5, the levy or imposition of a tax or the issuance of bonds or other debt instruments for the provision of special services to the area, or to a proposed increase in the tax rate, said Special Service Area Number 5 may not be created, and no tax may be levied or imposed nor the rate increased.

DATED this 24<sup>th</sup> day of September, 2010.

JoEllen Ridder  
Village Clerk  
Village of Bensenville

**SECTION 5:** That this Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2010, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2010.

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

ATTEST:

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



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

**AN ORDINANCE PROPOSING THE ESTABLISHMENT  
OF SPECIAL SERVICE AREA NUMBER 6  
(NORTH INDUSTRIAL DISTRICT IMPROVEMENTS)  
IN THE VILLAGE OF BENSENVILLE AND PROVIDING FOR A  
PUBLIC HEARING AND OTHER PROCEDURES IN CONNECTION THEREWITH**

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

**SECTION 1:** AUTHORITY TO ESTABLISH SPECIAL SERVICE AREAS.

Special Service Areas within non-home rule municipalities are established pursuant to Article VII, Section 7 of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.*

**SECTION 2:** FINDINGS.

The President and Board of Trustees find as follows:

- A. The Village of Bensenville (hereinafter the "Village") is an Illinois non-home rule municipality pursuant to Article VII, Section 7 of the Constitution of the State of Illinois.
- B. It is in the public interest that the creation of the area hereinafter described as a special service area (hereinafter "Special Service Area Number 6"), for the purposes set forth herein, be considered.
- C. That said area is compact and contiguous and constitutes an industrial area in the Village.
- D. That said area is zoned for industrial purposes and will benefit specifically from the municipal services to be provided and that the proposed municipal services are unique and in addition to municipal services provided to the Village as a whole.
- E. Based on the foregoing, it is in the best interests of the Village that the issuance of bonds or other debt instruments, to pay the costs associated with the stormwater management improvements project, and the levy of special taxes against said area for the services to be provided, be considered.

**SECTION 3:** PUBLIC HEARING - TAX RATES.

That a public hearing shall be held on the 12<sup>th</sup> day of October, 2010, at 6:15 p.m., in the Bensenville Village Hall, Board Room, 12 South Center Street, Bensenville, Illinois, to consider the creation of Special Service Area Number 6 in the territory described in the Notice set forth in Section 4 hereof.

At the hearing, there will be considered the issuance of bonds or other debt instruments in the amount of one million nine hundred forty-seven thousand and no/100 dollars (\$1,947,000.00), to be retired over not to exceed a twenty (20) year period and shall bear interest at a rate of not to exceed seven and one-half percent (7½%) per annum. Said bonds or other debt instruments shall be retired by the levy of a direct annual tax to pay the interest on such bonds or other debt instruments, as it falls due, and to discharge the principal thereof at maturity, with said tax is to be levied upon all taxable property within the proposed Special Service Area Number 6, at the maximum rate not to exceed the rate necessary to pay the debt service on the aforementioned bonds or other debt instruments.

The aforementioned taxes shall be in addition to all other taxes provided by law, and shall be levied pursuant to the provisions of the Property Tax Code (35 ILCS 200/1-1 *et seq.*), as amended.

**SECTION 4:** NOTICE OF PUBLIC HEARING.

Notice of the public hearing shall be published at least once not less than fifteen (15) days prior to the public hearing in one (1) or more newspapers in general circulation in the Village. In addition, notice by mailing shall be given by depositing said notice in the U.S. mail addressed to the person or persons in whose name the general

taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area Number 6. Said notice shall be mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property. The notice shall be in substantially the following form:

**NOTICE OF HEARING**

**VILLAGE OF BENSENVILLE**

**SPECIAL SERVICE AREA NUMBER 6**

NOTICE IS HEREBY GIVEN that on October 12, 2010, at 6:15 p.m. in the Bensenville Village Hall, Board Room, 12 South Center Street, Bensenville, Illinois, a hearing will be held by the President and Board of Trustees of the Village of Bensenville to consider forming a special service area consisting of the following described territory:

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

BEGINNING AT THE SOUTHWEST CORNER OF LOT 14 IN O'HARE METROPOLITAN INDUSTRIAL DISTRICT SUBDIVISION, BEING A SUBDIVISION IN SAID NORTH HALF OF SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1970 AS DOCUMENT NO. R70-24289, SAID SOUTHWEST CORNER BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF ROBERT KINGERY HIGHWAY (A.K.A. IL ROUTE 83); THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF LOT 1 IN O'HARE WEST INDUSTRIAL PLAZA SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTH HALF OF SECTION 2 AND NORTH HALF OF SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 1971 AS DOCUMENT NO. R71-16332; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 1 AND LOT 2 IN SAID O'HARE WEST

INDUSTRIAL PLAZA SUBDIVISION TO A POINT ON A LINE 142 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 2; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BRYN MAWR AVENUE; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE WEST LINE OF LOT 3 IN SAID O'HARE WEST INDUSTRIAL PLAZA SUBDIVISION; THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE EASTERLY ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT 3, SAID NORTHEAST CORNER BEING A POINT ON THE WEST LINE OF LOT 3 IN THORNDALE DISTRIBUTION PARK SUBDIVISION, BEING A SUBDIVISION IN SAID NORTH HALF OF SECTION 11 AND SOUTH HALF OF SECTION 2, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 4, 1974 AS DOCUMENT NO. R74-45804; THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTHERLY LINE OF SAID LOT 3; THENCE SOUTHEASTERLY, SOUTHERLY AND EASTERLY ALONG SAID NORTHERLY LINE TO THE NORTHEAST CORNER OF SAID LOT 3, SAID NORTHEAST CORNER BEING A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE EASTERLY ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER TO THE SOUTHEAST CORNER OF LOT 6 IN RIZZI SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTH HALF OF SECTION 2 AND NORTH HALF OF SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1983 AS DOCUMENT NO. R83-13787; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 6 TO A POINT ON THE SOUTH LINE OF THE LAND DESCRIBED IN DOCUMENT NO. R2006-199429, RECORDED OCTOBER 16, 2006; THENCE EASTERLY ALONG SAID SOUTH LINE TO A POINT ON THE EAST LINE OF THE LAND DESCRIBED BY SAID DOCUMENT NO. R2006-199429; THENCE NORTHERLY ALONG SAID EAST LINE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THORNDALE AVENUE; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE WEST LINE OF KLEFSTAD'S BENSENVILLE INDUSTRIAL PARK SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTH HALF OF SECTION 2 AND NORTH HALF OF SECTION 11, ACCORDING TO THE PLAT THEREOF

RECORDED JANUARY 20, 1967 AS DOCUMENT NO. R67-2065; THENCE SOUTHERLY ALONG SAID WEST LINE TO A POINT ON THE NORTH LINE OF LOT 32 IN SAID KLEFSTAD'S BENSENVILLE INDUSTRIAL PARK SUBDIVISION; THENCE WESTERLY ALONG SAID NORTH LINE AND WESTERLY EXTENSION THEREOF TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD (SAID POINT BEING 35 FEET WEST OF THE NORTHWEST CORNER OF SAID LOT 32); THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE SOUTHEASTERLY CORNER OF LOT 3 IN THE RESUBDIVISION OF O'HARE METROPOLITAN INDUSTRIAL DISTRICT, BEING A RESUBDIVISION IN SAID NORTH HALF OF SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 22, 1971 AS DOCUMENT NO. R71-48344; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 3 TO THE NORTHEAST CORNER OF LOT 2 IN SAID RESUBDIVISION; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 2 TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE WESTERLY, NORTHERLY AND WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTRY CLUB DRIVE; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF FAIRWAY DRIVE; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

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

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

03-11-200-002, -031, -033, -034, -036, -037, -038, -039, -040, -041, -042, -043 and -044.

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

All interested persons affected by the formation of Bensenville Special Service Area Number 6 will be given an opportunity to be heard regarding the formation of and the boundaries of Special Service Area Number 6 and may object to the formation of the area, the issuance of bonds or other debt instruments, and the levy of taxes affecting said area.

The purpose of the formation of Bensenville Special Service Area Number 6 in general is to provide special stormwater management improvements services to the area.

The issuance of bonds or other debt instruments in an amount not to exceed one million nine hundred forty-seven thousand and no/100 dollars (\$1,947,000.00) secured by the full faith and credit of said Special Service Area Number 6, at an interest rate or rates of not to exceed seven and one-half percent (7½%) per annum and to mature within twenty (20) years, will be considered at the hearing. Said bonds or other debt instruments shall be retired by the levy of a direct annual tax to pay the interest on such bonds or other debt instruments as it falls due and to discharge the principal thereof at maturity. Said tax is to be levied upon all taxable property within the proposed Special Service Area Number 6.

At the hearing, all persons affected by the formation of said Special Service Area Number 6, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The hearing may be adjourned by the President and Board of Trustees to another date without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment and/or as otherwise required by law.

If a petition signed by at least fifty-one percent (51%) of the electors residing within Special Service Area Number 6 and by at least fifty-one percent (51%) of the owners of record of the land included within the boundaries of Special Service Area Number 6 is filed with the Village Clerk, within sixty (60) days following the final adjournment of the public hearing, objecting to the creation of Special Service Area Number 6, the levy or imposition of a tax or the issuance of bonds or other debt instruments for the provision of special services to the area, or to a proposed increase in the tax rate, said Special Service Area Number 6 may not be created, and no tax may be levied or imposed nor the rate increased.

DATED this 24<sup>th</sup> day of September, 2010.

JoEllen Ridder  
Village Clerk  
Village of Bensenville

**SECTION 5:** That this Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2010, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2010.

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

ATTEST:

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

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

**AN ORDINANCE PROPOSING THE ESTABLISHMENT  
OF SPECIAL SERVICE AREA NUMBER 7  
(NORTH INDUSTRIAL DISTRICT IMPROVEMENTS)  
IN THE VILLAGE OF BENSENVILLE AND PROVIDING FOR A  
PUBLIC HEARING AND OTHER PROCEDURES IN CONNECTION THEREWITH**

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

**SECTION 1:** AUTHORITY TO ESTABLISH SPECIAL SERVICE AREAS.

Special Service Areas within non-home rule municipalities are established pursuant to Article VII, Section 7 of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.*

**SECTION 2:** FINDINGS.

The President and Board of Trustees find as follows:

- A. The Village of Bensenville (hereinafter the "Village") is an Illinois non-home rule municipality pursuant to Article VII, Section 7 of the Constitution of the State of Illinois.
- B. It is in the public interest that the creation of the area hereinafter described as a special service area (hereinafter "Special Service Area Number 7"), for the purposes set forth herein, be considered.
- C. That said area is compact and contiguous and constitutes an industrial area in the Village.
- D. That said area is zoned for industrial purposes and will benefit specifically from the municipal services to be provided and that the proposed municipal services are unique and in addition to municipal services provided to the Village as a whole.
- E. Based on the foregoing, it is in the best interests of the Village that the issuance of bonds or other debt instruments, to pay the costs associated with the street reconstruction, sanitary sewer improvements, stormwater management improvements and street lighting conduit improvements



project, and the levy of special taxes against said area for the services to be provided, be considered.

**SECTION 3:** PUBLIC HEARING - TAX RATES.

That a public hearing shall be held on the 12<sup>th</sup> day of October, 2010, at 6:30 p.m., in the Bensenville Village Hall, Board Room, 12 South Center Street, Bensenville, Illinois, to consider the creation of Special Service Area Number 7 in the territory described in the Notice set forth in Section 4 hereof.

At the hearing, there will be considered the issuance of bonds or other debt instruments in the amount of one million two thousand and no/100 dollars (\$1,002,000.00), to be retired over not to exceed a twenty (20) year period and shall bear interest at a rate of not to exceed seven and one-half percent (7½%) per annum. Said bonds or other debt instruments shall be retired by the levy of a direct annual tax to pay the interest on such bonds or other debt instruments, as it falls due, and to discharge the principal thereof at maturity, with said tax is to be levied upon all taxable property within the proposed Special Service Area Number 7, at the maximum rate not to exceed the rate necessary to pay the debt service on the aforementioned bonds or other debt instruments.

The aforementioned taxes shall be in addition to all other taxes provided by law, and shall be levied pursuant to the provisions of the Property Tax Code (35 ILCS 200/1-1 *et seq.*), as amended.

**SECTION 4:** NOTICE OF PUBLIC HEARING.

Notice of the public hearing shall be published at least once not less than fifteen (15) days prior to the public hearing in one (1) or more newspapers in general circulation in the Village. In addition, notice by mailing shall be given by depositing said

notice in the U.S. mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area Number 7. Said notice shall be mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property. The notice shall be in substantially the following form:

**NOTICE OF HEARING**

**VILLAGE OF BENSENVILLE**

**SPECIAL SERVICE AREA NUMBER 7**

NOTICE IS HEREBY GIVEN that on October 12, 2010, at 6:30 p.m. in the Bensenville Village Hall, Board Room, 12 South Center Street, Bensenville, Illinois, a hearing will be held by the President and Board of Trustees of the Village of Bensenville to consider forming a special service area consisting of the following described territory:

Legal Description: THAT PART OF THE SOUTH HALF OF SECTION 2 AND THE NORTH HALF OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THORNDALE AVENUE AND THE WEST LINE OF KLEFSTAD'S BENSENVILLE INDUSTRIAL PARK SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTH HALF OF SECTION 2 AND NORTH HALF OF SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 20, 1967 AS DOCUMENT NO. R67-2065; THENCE SOUTHERLY ALONG SAID WEST LINE TO A POINT ON THE NORTH LINE OF LOT 32 IN SAID KLEFSTAD'S BENSENVILLE INDUSTRIAL PARK SUBDIVISION; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 32 TO THE NORTHWEST CORNER OF SAID LOT 32; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 32 AND LOT 31 IN SAID KLEFSTAD'S BENSENVILLE

INDUSTRIAL PARK SUBDIVISION TO THE SOUTHWEST CORNER OF SAID LOT 31; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 31 TO THE SOUTHEAST CORNER OF SAID LOT 31; THENCE EASTERLY ALONG A STRAIGHT LINE TO THE SOUTHWEST CORNER OF LOT 16 IN SAID KLEFSTAD'S BENSENVILLE INDUSTRIAL PARK SUBDIVISION; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 16 TO A POINT ON THE EAST LINE OF SAID KLEFSTAD'S BENSENVILLE INDUSTRIAL PARK SUBDIVISION; THENCE NORTHERLY ALONG SAID EAST LINE TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF THORNDALE AVENUE; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

P.I.N.s: 03-11-200-006, -007, -008, -009, -014, -022, -023, -024 and -028; 03-11-202-003, -004, -007, -025, -026, -027, -032 and -036.

Street Location: Generally, those parcels abutting Thomas Drive, from Thorndale Avenue South to a point approximately 600 feet North of Foster Avenue, all in Bensenville, Illinois.

All interested persons affected by the formation of Bensenville Special Service Area Number 7 will be given an opportunity to be heard regarding the formation of and the boundaries of Special Service Area Number 7 and may object to the formation of the area, the issuance of bonds or other debt instruments, and the levy of taxes affecting said area.

The purpose of the formation of Bensenville Special Service Area Number 7 in general is to provide special street reconstruction, sanitary sewer improvements, stormwater management improvements and street lighting conduit improvements services to the area.

The issuance of bonds or other debt instruments in an amount not to exceed one million two thousand and no/100 dollars (\$1,002,000.00) secured by the full faith and credit of said Special Service Area Number 7, at an interest rate or rates of not to exceed seven and one-half percent (7½%) per annum and to mature within twenty (20) years, will be considered at the hearing. Said bonds or other debt instruments shall be retired by the levy of a direct annual tax to pay the interest on such bonds or other debt instruments as it falls due and to discharge the principal thereof at maturity. Said tax is to be levied upon all taxable property within the proposed Special Service Area Number 7.

At the hearing, all persons affected by the formation of said Special Service Area Number 7, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The hearing may be adjourned by the President and Board of Trustees to another date without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment and/or as otherwise required by law.

If a petition signed by at least fifty-one percent (51%) of the electors residing within Special Service Area Number 7 and by at least fifty-one percent (51%) of the owners of record of the land included within the boundaries of Special Service Area Number 7 is filed with the Village Clerk, within sixty (60) days following the final adjournment of the public hearing, objecting to the creation of Special Service Area Number 7, the levy or imposition of a tax or the issuance of bonds or other debt instruments for the provision of special services to the area, or to a proposed increase in the tax rate, said Special Service Area Number 7 may not be created, and no tax may be levied or imposed nor the rate increased.

DATED this 24<sup>th</sup> day of September, 2010.

JoEllen Ridder  
Village Clerk  
Village of Bensenville

**SECTION 5:** That this Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2010, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2010.

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

ATTEST:

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

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

**AN ORDINANCE PROPOSING THE ESTABLISHMENT  
OF SPECIAL SERVICE AREA NUMBER 8  
(NORTH INDUSTRIAL DISTRICT IMPROVEMENTS)  
IN THE VILLAGE OF BENSENVILLE AND PROVIDING FOR A  
PUBLIC HEARING AND OTHER PROCEDURES IN CONNECTION THEREWITH**

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

**SECTION 1:** AUTHORITY TO ESTABLISH SPECIAL SERVICE AREAS.

Special Service Areas within non-home rule municipalities are established pursuant to Article VII, Section 7 of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.*

**SECTION 2:** FINDINGS.

The President and Board of Trustees find as follows:

- A. The Village of Bensenville (hereinafter the "Village") is an Illinois non-home rule municipality pursuant to Article VII, Section 7 of the Constitution of the State of Illinois.
- B. It is in the public interest that the creation of the area hereinafter described as a special service area (hereinafter "Special Service Area Number 8"), for the purposes set forth herein, be considered.
- C. That said area is compact and contiguous and constitutes an industrial and commercial area in the Village.
- D. That said area is zoned for industrial and commercial purposes and will benefit specifically from the municipal services to be provided and that the proposed municipal services are unique and in addition to municipal services provided to the Village as a whole.
- E. Based on the foregoing, it is in the best interests of the Village that the issuance of bonds or other debt instruments, to pay the costs associated with the stormwater management improvements project, and the levy of special taxes against said area for the services to be provided, be considered.

**SECTION 3:** PUBLIC HEARING - TAX RATES.

That a public hearing shall be held on the 12<sup>th</sup> day of October, 2010, at 6:40 p.m., in the Bensenville Village Hall, Board Room, 12 South Center Street, Bensenville, Illinois, to consider the creation of Special Service Area Number 8 in the territory described in the Notice set forth in Section 4 hereof.

At the hearing, there will be considered the issuance of bonds or other debt instruments in the amount of five hundred twenty-two thousand five hundred and no/100 dollars (\$522,500.00), to be retired over not to exceed a twenty (20) year period and shall bear interest at a rate of not to exceed seven and one-half percent (7½%) per annum. Said bonds or other debt instruments shall be retired by the levy of a direct annual tax to pay the interest on such bonds or other debt instruments, as it falls due, and to discharge the principal thereof at maturity, with said tax is to be levied upon all taxable property within the proposed Special Service Area Number 8, at the maximum rate not to exceed the rate necessary to pay the debt service on the aforementioned bonds or other debt instruments.

The aforementioned taxes shall be in addition to all other taxes provided by law, and shall be levied pursuant to the provisions of the Property Tax Code (35 ILCS 200/1-1 *et seq.*), as amended.

**SECTION 4:** NOTICE OF PUBLIC HEARING.

Notice of the public hearing shall be published at least once not less than fifteen (15) days prior to the public hearing in one (1) or more newspapers in general circulation in the Village. In addition, notice by mailing shall be given by depositing said notice in the U.S. mail addressed to the person or persons in whose name the general

taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area Number 8. Said notice shall be mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property. The notice shall be in substantially the following form:

**NOTICE OF HEARING**

**VILLAGE OF BENSENVILLE**

**SPECIAL SERVICE AREA NUMBER 8**

NOTICE IS HEREBY GIVEN that on October 12, 2010, at 6:40 p.m. in the Bensenville Village Hall, Board Room, 12 South Center Street, Bensenville, Illinois, a hearing will be held by the President and Board of Trustees of the Village of Bensenville to consider forming a special service area consisting of the following described territory:

Legal Description: THAT PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THORNDALE AVENUE AND THE WEST LINE OF FLORENCE L. WOLFF'S ASSESSMENT PLAT, BEING AN ASSESSMENT PLAT IN SAID NORTHEAST QUARTER ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1959 AS DOCUMENT NO. 947923; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF LOT 1 IN THE FIRST ADDITION TO KLEFSTAD'S BENSENVILLE INDUSTRIAL PARK SUBDIVISION, BEING A SUBDIVISION IN SAID NORTHEAST QUARTER OF SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 26, 1977 AS DOCUMENT NO. R77-97746; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID FIRST ADDITION TO KLEFSTAD'S BENSENVILLE INDUSTRIAL PARK SUBDIVISION TO A

POINT ON THE WEST RIGHT-OF-WAY LINE OF YORK ROAD; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SIVERT COURT; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 4 IN SAID FLORENCE L. WOLFF'S ASSESSMENT PLAT; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND SAID WEST LINE TO A POINT ON THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 1 IN ASSESSMENT PLAT NO. 1 OF PART OF LOT 3 IN THE FIRST ADDITION TO KLEFSTAD'S BENSENVILLE INDUSTRIAL PARK SUBDIVISION, BEING AN ASSESSMENT PLAT OF PART OF LOT 3 IN SAID KLEFSTAD'S BENSENVILLE INDUSTRIAL PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1988 AS DOCUMENT NO. R88-047669; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 1 TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF THORNDALE AVENUE; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

P.I.N.s: 03-11-202-012, -013, -038, -039, -043 and -046.

Street Location: Generally, those parcels abutting Sivert Court, West of York Road, except the Northwest corner of Sivert Court and York Road; and those parcels located on the South side of Thorndale Avenue, from a point approximately 228 feet East of Thomas Road East to York Road (except the Easterly two parcels), all in Bensenville, Illinois.

All interested persons affected by the formation of Bensenville Special Service Area Number 8 will be given an opportunity to be heard regarding the formation of and the boundaries of Special Service Area Number 8 and may object to the formation of the area, the issuance of bonds or other debt instruments, and the levy of taxes affecting said area.

The purpose of the formation of Bensenville Special Service Area Number 8 in general is to provide special stormwater management improvements services to the area.



The issuance of bonds or other debt instruments in an amount not to exceed five hundred twenty-two thousand five hundred and no/100 dollars (\$522,500.00) secured by the full faith and credit of said Special Service Area Number 8, at an interest rate or rates of not to exceed seven and one-half percent (7½%) per annum and to mature within twenty (20) years, will be considered at the hearing. Said bonds or other debt instruments shall be retired by the levy of a direct annual tax to pay the interest on such bonds or other debt instruments as it falls due and to discharge the principal thereof at maturity. Said tax is to be levied upon all taxable property within the proposed Special Service Area Number 8.

At the hearing, all persons affected by the formation of said Special Service Area Number 8, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The hearing may be adjourned by the President and Board of Trustees to another date without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment and/or as otherwise required by law.

If a petition signed by at least fifty-one percent (51%) of the electors residing within Special Service Area Number 8 and by at least fifty-one percent (51%) of the owners of record of the land included within the boundaries of Special Service Area Number 8 is filed with the Village Clerk, within sixty (60) days following the final adjournment of the public hearing, objecting to the creation of Special Service Area Number 8, the levy or imposition of a tax or the issuance of bonds or other debt instruments for the provision of special services to the area, or to a proposed increase in the tax rate, said Special Service Area Number 8 may not be created, and no tax may be levied or imposed nor the rate increased.

DATED this 24<sup>th</sup> day of September, 2010.

JoEllen Ridder  
Village Clerk  
Village of Bensenville

**SECTION 5:** That this Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2010, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2010.

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

ATTEST:

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

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

**AN ORDINANCE PROPOSING THE ESTABLISHMENT  
OF SPECIAL SERVICE AREA NUMBER 9  
(NORTH INDUSTRIAL DISTRICT IMPROVEMENTS)  
IN THE VILLAGE OF BENSENVILLE AND PROVIDING FOR A  
PUBLIC HEARING AND OTHER PROCEDURES IN CONNECTION THEREWITH**

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

**SECTION 1:** AUTHORITY TO ESTABLISH SPECIAL SERVICE AREAS.

Special Service Areas within non-home rule municipalities are established pursuant to Article VII, Section 7 of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.*

**SECTION 2:** FINDINGS.

The President and Board of Trustees find as follows:

- A. The Village of Bensenville (hereinafter the "Village") is an Illinois non-home rule municipality pursuant to Article VII, Section 7 of the Constitution of the State of Illinois.
- B. It is in the public interest that the creation of the area hereinafter described as a special service area (hereinafter "Special Service Area Number 9"), for the purposes set forth herein, be considered.
- C. That said area is compact and contiguous and constitutes an industrial, office and commercial area in the Village.
- D. That said area is zoned for industrial, office and commercial purposes and will benefit specifically from the municipal services to be provided and that the proposed municipal services are unique and in addition to municipal services provided to the Village as a whole.
- E. Based on the foregoing, it is in the best interests of the Village that the issuance of bonds or other debt instruments, to pay the costs associated with the street reconstruction, sanitary sewer improvements and street lighting conduit improvements project, and the levy of special taxes against said area for the services to be provided, be considered.

**SECTION 3:** PUBLIC HEARING - TAX RATES.

That a public hearing shall be held on the 12<sup>th</sup> day of October, 2010, at 6:50 p.m., in the Bensenville Village Hall, Board Room, 12 South Center Street, Bensenville, Illinois, to consider the creation of Special Service Area Number 9 in the territory described in the Notice set forth in Section 4 hereof.

At the hearing, there will be considered the issuance of bonds or other debt instruments in the amount of three million seven hundred eighty-six thousand and no/100 dollars (\$3,786,000.00), to be retired over not to exceed a twenty (20) year period and shall bear interest at a rate of not to exceed seven and one-half percent (7½%) per annum. Said bonds or other debt instruments shall be retired by the levy of a direct annual tax to pay the interest on such bonds or other debt instruments, as it falls due, and to discharge the principal thereof at maturity, with said tax is to be levied upon all taxable property within the proposed Special Service Area Number 9, at the maximum rate not to exceed the rate necessary to pay the debt service on the aforementioned bonds or other debt instruments.

The aforementioned taxes shall be in addition to all other taxes provided by law, and shall be levied pursuant to the provisions of the Property Tax Code (35 ILCS 200/1-1 *et seq.*), as amended.

**SECTION 4:** NOTICE OF PUBLIC HEARING.

Notice of the public hearing shall be published at least once not less than fifteen (15) days prior to the public hearing in one (1) or more newspapers in general circulation in the Village. In addition, notice by mailing shall be given by depositing said notice in the U.S. mail addressed to the person or persons in whose name the general

taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Special Service Area Number 9. Said notice shall be mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property. The notice shall be in substantially the following form:

**NOTICE OF HEARING**

**VILLAGE OF BENSENVILLE**

**SPECIAL SERVICE AREA NUMBER 9**

NOTICE IS HEREBY GIVEN that on October 12, 2010, at 6:50 p.m. in the Bensenville Village Hall, Board Room, 12 South Center Street, Bensenville, Illinois, a hearing will be held by the President and Board of Trustees of the Village of Bensenville to consider forming a special service area consisting of the following described territory:

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

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF FOSTER AVENUE AND THE WEST LINE OF KLEFSTAD'S BENSENVILLE INDUSTRIAL PARK SUBDIVISION, BEING A SUBDIVISION IN SAID SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 20, 1967 AS DOCUMENT NO. R67-2065; THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF LOT 30 IN SAID KLEFSTAD'S BENSENVILLE INDUSTRIAL PARK SUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 30 TO THE NORTHEAST CORNER OF SAID LOT 30; THENCE EASTERLY ALONG A STRAIGHT LINE TO THE NORTHWEST CORNER OF LOT 15 IN SAID KLEFSTAD'S BENSENVILLE INDUSTRIAL PARK SUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 15 AND LOT 5 IN SAID KLEFSTAD'S BENSENVILLE INDUSTRIAL PARK SUBDIVISION TO THE NORTHEAST CORNER OF

SAID LOT 5; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 5 TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF FOSTER AVENUE; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF MEYER BROTHER'S SUBDIVISION, BEING A SUBDIVISION IN SAID SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1949 AS DOCUMENT NO. 1578082; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND EAST LINE THEREOF TO THE NORTHEAST CORNER OF LOT 1 IN SCHROEDER'S SUBDIVISION, BEING A SUBDIVISION IN SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1961 AS DOCUMENT NO. R61-30877; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF LOT 6 IN SCHUTTER'S SUBDIVISION, BEING A SUBDIVISION IN SAID SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1949 AS DOCUMENT NO. 571622; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 6 AND LOTS 5 AND 4 OF SAID SCHUTTER'S SUBDIVISION TO A POINT ON THE WEST LINE OF LOT 2 IN SAID SCHUTTER'S SUBDIVISION; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 2 TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF YORK ROAD; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF LOT 1 IN BEELINE RESUBDIVISION, BEING A RESUBDIVISION IN SAID SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 20, 1964 AS DOCUMENT NO. R64-12685; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 1 AND LOT 2 IN SAID BEELINE RESUBDIVISION AND WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MEYER ROAD; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF LOT 1 IN BENSENVILLE INDUSTRIAL SUBDIVISION UNIT 3, BEING A SUBDIVISION IN SAID SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 11, 1961 AS DOCUMENT NO. 993227; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 1 TO A POINT ON THE EAST LINE OF SAID KLEFSTAD'S BENSENVILLE INDUSTRIAL

PARK SUBDIVISION; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF LOT 15 IN O'HARE METROPOLITAN INDUSTRIAL DISTRICT UNIT-2 SUBDIVISION, BEING A SUBDIVISION IN SAID SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14, 1971 AS DOCUMENT NO. R71-46718; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 15 TO THE NORTHEAST CORNER OF LOT 31 IN O'HARE METROPOLITAN INDUSTRIAL DISTRICT UNIT 3 SUBDIVISION, BEING A SUBDIVISION IN SAID SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1972 AS DOCUMENT NO. R72-60677; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 31 TO THE NORTHEAST CORNER OF LOT 29 IN SAID O'HARE METROPOLITAN INDUSTRIAL DISTRICT UNIT 3 SUBDIVISION; THENCE WESTERLY ALONG THE NORTH LINE OF LOTS 29 THRU 4 INCLUSIVE TO THE NORTHWESTERLY CORNER OF SAID LOT 4; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 12 AND 11 IN SAID O'HARE METROPOLITAN INDUSTRIAL DISTRICT UNIT 2 SUBDIVISION TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 11 TO A POINT ON THE SOUTH LINE OF LOT 10 IN SAID SUBDIVISION; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 10 AND LOTS 9 AND 8 IN SAID SUBDIVISION TO A POINT ON THE SOUTH LINE OF LOT 7 IN SAID SUBDIVISION; THENCE WEST ALONG SAID SOUTH LINE AND THE SOUTH LINE OF LOT 6 IN SAID SUBDIVISION TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 21 IN O'HARE METROPOLITAN INDUSTRIAL DISTRICT UNIT 4, BEING A SUBDIVISION IN SAID SECTION 11, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1972 AS DOCUMENT NO. R72-60678 TO THE SOUTHWEST CORNER OF SAID LOT 21; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 21 TO A POINT ON THE SOUTH LINE OF THE NORTH 455 FEET OF SAID LOT 21; THENCE EASTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF LOT 1 IN SAID O'HARE METROPOLITAN INDUSTRIAL DISTRICT UNIT 2; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID FOSTER AVENUE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHEAST

CORNER OF LOT 34 IN SAID SUBDIVISION; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 34 TO A POINT ON A LINE 25 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 33 IN SAID SUBDIVISION; THENCE EASTERLY ALONG SAID PARALLEL LINE TO A POINT ON A LINE 95 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 33; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO A POINT ON SAID SOUTH LINE OF LOT 33; THENCE EASTERLY ALONG SAID SOUTH LINE AND NORTHEASTERLY ALONG THE SOUTHERLY LINE OF LOT 32 IN SAID SUBDIVISION TO A POINT ON THE EAST LINE OF SAID LOT 32 SAID EAST LINE BEING A LINE 35 FEET WEST OF AND PARALLEL TO THE WEST LINE OF LOTS 28 THRU 24 INCLUSIVE IN SAID KLEFSTAD'S BENSENVILLE INDUSTRIAL PARK SUBDIVISION; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO THE NORTHWEST CORNER OF LOT 16 IN SAID O'HARE METROPOLITAN INDUSTRIAL DISTRICT UNIT 2 SUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 16 TO THE SOUTHWEST CORNER OF LOT 24 IN SAID KLEFSTAD'S BENSENVILLE INDUSTRIAL PARK SUBDIVISION; THENCE NORTHERLY ALONG SAID WEST LINE OF LOTS 24 THRU 28 INCLUSIVE IN SAID SUBDIVISION TO THE NORTHWEST CORNER OF SAID LOT 28; THENCE NORTHERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING.

P.I.N.s: 03-11-200-029; 03-11-202-011 and -018; 03-11-308-035, -036 and -040; 03-11-309-021, -022, -023 and -024; 03-11-312-034, -035, -041, -042, -043, -045, -046 and -047; 03-11-314-001, -007, -008, -009, -010 and -011; 03-11-315-001 and -002; 03-11-316-001, -004, -005, -006, -009, -015, -016, -018, -019, -020, -023, -025, -029, -030, -031, -032 and -033; 03-11-317-001, -002, -003 and -004; 03-11-400-005, -006, -007, -008, -009, -015, -017, -019, -021, -022 and -023; 03-11-401-001, -002, -003, -004, -005, -009, -011, -013, -014, -015, -016, -017, -018, -019, -020, -021, -022, -023, -024, -025, -026, -027, -028, -029, -030, -031, -032, -033, -034, -035, -036, -037, -038 and -039; 03-11-402-001, -002, -003, -004, -005, -006, -007, -008, -009, -010, -015, -019, -020, -021, -029 and -031; 03-11-403-002, -003, -004, -018, -020, -040 and -042; 03-11-404-001 and -025.

Street Location: Generally, those parcels located South of Foster Avenue and abutting Country Club Drive, Golf Lane, Maple Lane, Eagle Drive and Thomas Drive; those parcels



abutting Thomas Drive, from Foster Avenue North to a point approximately 600 feet North of Foster Avenue; those parcels abutting Meyer Road, from Foster Avenue South to Beeline Drive; those parcels abutting Beeline Drive, from Thomas Drive East to York Road; those parcels abutting Foster Avenue from Thomas Drive to Meyer Road; and those parcels abutting the South Side of Foster Avenue, from a point approximately 130 feet East of Marshall Road East to Country Club Drive, all in Bensenville, Illinois.

All interested persons affected by the formation of Bensenville Special Service Area Number 9 will be given an opportunity to be heard regarding the formation of and the boundaries of Special Service Area Number 9 and may object to the formation of the area, the issuance of bonds or other debt instruments, and the levy of taxes affecting said area.

The purpose of the formation of Bensenville Special Service Area Number 9 in general is to provide special street reconstruction, sanitary sewer improvements and street lighting conduit improvements services to the area.

The issuance of bonds or other debt instruments in an amount not to exceed three million seven hundred eighty-six thousand and no/100 dollars (\$3,786,000.00) secured by the full faith and credit of said Special Service Area Number 9, at an interest rate or rates of not to exceed seven and one-half percent (7½%) per annum and to mature within twenty (20) years, will be considered at the hearing. Said bonds or other debt instruments shall be retired by the levy of a direct annual tax to pay the interest on such bonds or other debt instruments as it falls due and to discharge the principal thereof at maturity. Said tax is to be levied upon all taxable property within the proposed Special Service Area Number 9.

At the hearing, all persons affected by the formation of said Special Service Area Number 9, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The hearing may be adjourned by the President and Board of Trustees to another date without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment and/or as otherwise required by law.

If a petition signed by at least fifty-one percent (51%) of the electors residing within Special Service Area Number 9 and by at least fifty-one percent (51%) of the owners of record of the land included within the boundaries of Special Service Area Number 9 is filed with the Village Clerk, within sixty (60) days following the final adjournment of the public hearing, objecting to the creation of Special Service Area Number 9, the

levy or imposition of a tax or the issuance of bonds or other debt instruments for the provision of special services to the area, or to a proposed increase in the tax rate, said Special Service Area Number 9 may not be created, and no tax may be levied or imposed nor the rate increased.

DATED this 24<sup>th</sup> day of September, 2010.

JoEllen Ridder  
Village Clerk  
Village of Bensenville

**SECTION 5:** That this Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2010, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2010.

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

ATTEST:

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