



# VILLAGE OF BENSENVILLE

Village Board  
President  
Frank Soto

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

Village Manager  
Michael Cassady

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL

## **PUBLIC HEARING**

**THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF  
BENSENVILLE, 12 SOUTH CENTER STREET, BENSENVILLE FOR THE  
PURPOSES OF DISCUSSION OF THE PROPOSED ANNUAL BUDGET FOR  
2012**

- A. OPEN PUBLIC HEARING
- B. PUBLIC COMMENT
- C. CLOSE PUBLIC HEARING

IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)

Proclamation of Recognition & Congratulations to the Pop Warner Bensenville Bandits Football Team

V. APPROVAL OF MINUTES

October 25, 2011 – Special Budget Workshop  
November 15, 2011 – Special Budget Workshop  
November 22, 2011 – Board of Trustees  
November 22, 2011 – Special Budget Workshop

VI. WARRANT – December 13, 2011 #11/ 23 - \$3,208,211.41

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

1. *Resolution Approving Amended Budget and Financial Policies of the Village of Bensenville to Incorporate GASB Statement No. 54 and Updated Language on the Treatment of Federally Funded Capital Assets*

2. *Resolution Approving the Execution of a Contract with Chad Norris for Video Production Services*
3. *Resolution Authorizing the 2012 Para-transit Service Provider Agreement with Pace Suburban Bus Division*
4. *Resolution Authorizing the Purchase of a Firing Range Retriever System from Action Target, Inc.*
5. *Ordinance Approving the Grant of a Conditional Use Permit to Allow Motor Vehicle Repairs at 218 South Park Avenue, Bensenville, Illinois*
6. *Ordinance Approving the Grant of a Conditional Use Permit to Allow a Gunsmith at 830 Maple Lane, Bensenville, Illinois*
7. *Ordinance Approving the Grant of a Conditional Use Permit to Allow a Currency Exchange at 229 West Grand Avenue Unit D, Bensenville, Illinois*
8. *Ordinance Amending Village Code Title 5, Traffic and Motor Vehicles Chapter 7, Motor Vehicle Tows Section 5-7-10, Fees*
9. *Resolution Authorizing the Execution of a Settlement Agreement with Synagro Central, LLC*
10. *Motion to Approve Fraud Risk Assessment Program Final Findings*

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

- A. Community and Economic Development Committee – No Report
- B. Infrastructure and Environment Committee – No Report
- C. Administration, Finance and Legislation Committee
  1. *Ordinance Adopting the Annual Budget for the Village of Bensenville for the Fiscal Year Commencing January 1, 2012 and Ending December 31, 2012*
  2. *Ordinance Adopting the 2011 Tax Levy for the Village of Bensenville, DuPage and Cook Counties, for the Fiscal Year Beginning January 1, 2011, and Ending December 31, 2011*
  3. *Ordinance Abating the Tax Heretofore Levied for the Year 2011 to Pay Debt Service on \$3,000,000 Series 1998 General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*
  4. *Ordinance Abating the Tax Heretofore Levied for the Year 2011 to Pay Debt Service on \$2,925,000 Series 1998A General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*

5. *Ordinance Abating the Tax Heretofore Levied for the Year 2011 to Pay Debt Service on \$1,000,000 Series 2001A General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*
6. *Ordinance Abating the Tax Heretofore Levied for the Year 2011 to Pay Debt Service on \$2,870,000 Series 2001C General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*
7. *Ordinance Abating the Tax Heretofore Levied for the Year 2011 to Pay Debt Service on \$3,000,000 Series 2002A General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*
8. *Ordinance Abating the Tax Heretofore Levied for the Year 2011 to Pay Debt Service on \$1,365,000 Series 2002B General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*
9. *Ordinance Abating the Tax Heretofore Levied for the Year 2011 to Pay Debt Service on \$1,122,070 Series 2003A General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*
10. *Ordinance Abating the Tax Heretofore Levied for the Year 2011 to Pay Debt Service on \$2,200,000 Series 2003G General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*
11. *Ordinance Abating the Tax Heretofore Levied for the Year 2011 to Pay Debt Service on \$4,000,000 Series 2004D General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*
12. *Ordinance Abating the Tax Heretofore Levied for the Year 2011 to Pay Debt Service on \$3,500,000 Series 2004E General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*
13. *Ordinance Abating the Tax Heretofore Levied for the Year 2011 to Pay Debt Service on \$7,205,000 Series 2011B General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*
14. *Ordinance Abating the Tax Heretofore Levied for the Year 2011 to Pay Debt Service on \$1,380,000 Series 2011C General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*
15. *Ordinance Abating the Tax Heretofore Levied for the Year 2011*

*to Pay Debt Service on \$1,630,000 Series 2011D General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois*

16. *Resolution Approving Modifications to the Tuition Reimbursement Policy in the Village of Bensenville Personnel Manual*

- D. Public Safety Committee – No Report
- E. Recreation and Community Building Committee – No Report
- F. Technology Committee – No Report

IX. INFORMATION ITEMS

A. PRESIDENT'S REMARKS

- 1. *Resolution in Partnership with the City of Wood Dale, Illinois, Authorizing a Sister Cities Partnership Agreement and the Formation of a Sister Cities Committee with Cefalu, Sicily*
- 2. *As Submitted*

B. VILLAGE MANAGER'S REPORT

- 1. *Motion to Direct the Village Manager to Appoint a Neighborhood Stabilization Committee*
- 2. *As Submitted*

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

## **PROCLAMATION**

### **Honoring the Bensenville - Wood Dale Bandits Pop Warner Regional Football Champions**

**WHEREAS**, the Bensenville- Wood Dale Bandits Pop Warner footballs teams are an integral part of the Bensenville community and have evolved from Bensenville's youth football program in the 1980's; and,

**WHEREAS**, the Bensenville Bandits and Pop Warner seek to instill the highest levels of sportsmanship and team play; and,

**WHEREAS**, Pop Warner Bensenville Bandits had an undefeated season and shut out every team in the playoffs and,

**WHEREAS**, the championship game was played against the Gary Illinois Steelers which was held in Michigan City, Indiana and,

**WHEREAS**, the Bensenville Bandits won with a score of 26-20 and,

**WHEREAS**, the Bensenville Bandits won the Pop Warner Regional Championship for 2011 and,

**WHEREAS**, this victory has shown the accomplishments of teamwork and parental and community support and,

**WHEREAS**, the victory has brought positive recognition to our Village;

**NOW, THEREFORE**, I, Frank Soto, together with the Board of Trustees do officially congratulate the Bensenville Bandits Football Team on their Championship and call upon all citizens, government agencies, business leaders, schools and parents to join us in congratulating and honoring the spirit of teamwork and our community.

Presented this day, December 13, 2011.

---

Corey Williamsen  
Acting Village Clerk

---

Frank Soto  
Village President

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

**MINUTES OF THE SPECIAL BUDGET WORKSHOP**  
**October 25, 2011**

**CALL TO ORDER:** President Soto called the meeting to order at 8:29 p.m.

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

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

Absent: None

A quorum was present.

Staff Present: Caracci, Cassady, DiSanto, Kosman, Rysavy, Schultz, Sloth, Thorsen, Viger, Williamsen

Village Manager, Michael Cassady, Assistant Village Manager, Dan DiSanto, and Director of Finance, Tim Sloth, presented to the Village Board the 2012 proposed budget. General discussion was held.

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

All were in favor. Motion carried.

President Soto adjourned the meeting at 10:10 p.m.

Corey Williamsen  
Acting Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_\_ day, December 2011

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

**MINUTES OF THE SPECIAL BUDGET WORKSHOP**  
**November 15, 2011**

**CALL TO ORDER:** President Soto called the meeting to order at 7:53 p.m.

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

Bartlett, Jarecki, O'Connell, Ridder, Wesseler

Absent: Peconio

A quorum was present.

Staff Present: Caracci, Cassady, Kosman, Schultz, Sloth, Thorsen, Viger, Williamsen

Village Manager, Michael Cassady, Director of Finance, Tim Sloth, and Director of Public Works, Joe Caracci presented to the Village Board the 2012 proposed budget. General discussion was held.

*Trustee Peconio entered the meeting at 8:02 p.m.*

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

All were in favor. Motion carried.

President Soto adjourned the meeting at 10:07 p.m.

Corey Williamsen  
Acting Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_\_ day, December 2011

**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**

November 22, 2011

**CALL TO ORDER:** 1. President Soto called the meeting to order at 6:33 p.m.

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

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

Absent: None

A quorum was present.

*President Soto request to move the President's Report to the beginning of the agenda. There were no objections from the Village Board.*

**PRESIDENT'S  
REMARKS:**

President Soto read a proclamation into the record for the Student Exchange Program with Cefalu, Italy.

Marianne Gullo, Kim Ziemianin-Garrett, and Lukas Kouzac all spoke in regards to their appreciation to Trustee Peconio and the Village Board for their support in the program and thanked the housing parents for their time and support as well.

President Soto read a letter into the record received from a Resident of Bensenville sharing his thanks to Karina Mlynek, Water Billing Clerk for the Village, for her assistance in helping with water bill situation.

**PUBLIC COMMENT:** There was no public comment.

**APPROVAL OF**

**MINUTES:**

3. The November 8, 2011 Village Board Meeting Minutes were presented.

Motion:

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

All were in favor. Motion carried.

**WARRANT NO.**

**11/22:**

4. President Soto presented **Warrant No. 11/22** in the amount of \$3,013,459.31.

Motion:

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

**ROLL CALL:**

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

NAYS: None

All were in favor. Motion carried.

Motion:

5. Trustee Peconio made a motion to set the Consent Agenda as presented. Trustee Bartlett seconded the motion.

All were in favor. Motion carried.

**Resolution No  
R-112-2011:**

**Resolution Supporting the Western Terminal and Western Access into O'Hare International Airport. (Consent Agenda)**

**Resolution No  
R-113-2011:**

**Resolution Regarding Change Order Number Two with the Joint Venture of A-Lamp Concrete Company/John Neri Construction Company for an Increase of \$241,741 is required for the North Business District Reconstruction Project for a Revised Contract Cost of \$11,143,988. (Consent Agenda)**

**Resolution No  
R-114-2011:**

**Resolution Authorizing the Village of Bensenville to Enter into Certain Utility Billing Production Agreement with Third Millennium Associates, Inc. (Consent Agenda)**

Minutes of the Village Board Meeting  
November 22, 2011 Page 3

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

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No  
66-2011:**

6. President Soto gave the summarization of the action contemplated in **Ordinance No. 66-2011 entitled An Ordinance Amending Specific Provisions of the Bensenville Village Code Allowing for the Restructuring of Duties within the Village.**

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

**ROLL CALL:** AYES: Bartlett, Jarecki, O'Connell, Ridder, Wesseler

NAYS: Peconio

Motion carried.

**Resolution No  
R-115-2011:**

7. President Soto gave the summarization of the action contemplated in **Resolution No. R-115-2011 entitled A Resolution Adopting the Meeting Schedules for the Village Board and Standing Committees for 2012 Calendar Year.**

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

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

NAYS: None

All were in favor. Motion carried.

Minutes of the Village Board Meeting  
November 22, 2011 Page 4

**MANAGERS  
REPORT:**

**Resolution No  
R-116-2011:**

8. President Soto gave the summarization of the action contemplated in **Resolution No. R-116-2011 entitled A Resolution Authorizing the Village Manager to Execute a Contract with True North Consultants, Inc. of Naperville in the amount of \$23,430 for Environmental Services and Material Disposal Management Associated with the Northern Business District Reconstruction Project.**

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

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

NAYS: None

All were in favor. Motion carried.

**VILLAGE ATTORNEY'S  
REPORT:**

Village Attorney, Pat Bond, had no report.

**UNFINISHED  
BUSINESS:**

There was no unfinished business.

**NEW BUSINESS:**

Trustee Ridder announced tickets for the annual Senior Holiday Lunch will be on sale until Monday November 28<sup>th</sup>. The lunch will take place at Monty's on Sunday, December 4<sup>th</sup>.

Trustee Ridder also announced the Village is still accepting toys for the annual Toy Drive along with coats for the annual Rotary Coat Drive.

President Soto announced that the Bandits Football Team had won the Northern Regional Championship game 27-7 and will be playing for the National Championship Sunday, November 27<sup>th</sup> in Michigan City, Indiana.

**EXECUTIVE  
SESSION:**

Village Attorney, Pat Bond, called for an Executive Session for the purpose of discussing pending, probable, or imminent litigation, acquisition of real estate property, personnel, and collective negotiating matters. Action will take place as a result of the discussions.

**Motion:**

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

All were in favor. Motion carried.

President Soto recessed the meeting at 7:05 p.m.

President Soto called the meeting back to order at 9:06 p.m.

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

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

Absent: None

A quorum was present.

**Motion:**

Trustee Peconio made a motion approve the settlement of the workers compensation claim of Thomas James. Trustee Ridder seconded the motion.

**ROLL CALL:**

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

NAYS: None

All were in favor. Motion carried.

**Resolution No  
R-117-2011:**

9. President Soto gave the summarization of the action contemplated in **Resolution No. R-117-2011 entitled A Resolution Authorizing the Execution of a Settlement Agreement with the Village of Bensenville and Laura Deanda.**

**Motion:**

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

Minutes of the Village Board Meeting  
November 22, 2011 Page 6

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

NAYS: None

All were in favor. Motion carried.

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

All were in favor.

Motion carried.

President Soto adjourned the meeting at 9:10 p.m.

Corey Williamsen  
Acting Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_ day, December 2011

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

**MINUTES OF THE SPECIAL BUDGET WORKSHOP**  
**November 22, 2011**

**CALL TO ORDER:** President Soto called the meeting to order at 9:20 p.m.

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

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

Absent: None

A quorum was present.

Staff Present: Anderson, Cassady, DiSanto, Kosman, Rysavy, Schultz, Sloth, Thorsen, Viger, Williamsen

Village Manager, Michael Cassady, Assistant Village Manager, Dan DiSanto, and Director of Finance, Tim Sloth, presented to the Village Board the 2012 proposed budget. General discussion was held.

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

All were in favor. Motion carried.

President Soto adjourned the meeting at 11:23 p.m.

Corey Williamsen  
Acting Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_\_ day, December 2011

**TYPE:** Resolution **SUBMITTED BY:** Tim Sloth **DATE:** December 13, 2011

**DESCRIPTION:** A Resolution approving the Budget and Financial Policies of 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 type="checkbox"/> <i>Quality Customer Oriented Services</i>	<input type="checkbox"/> <i>Major Business/Corporate Center</i>
<input type="checkbox"/> <i>Safe and Beautiful Village</i>	<input type="checkbox"/> <i>Vibrant Major Corridors</i>

---

**COMMITTEE ACTION:** Approved AFL – 6-0

**DATE:** 12/06/2011

---

**BACKGROUND:** The Village has a set of Budget and Financial Policies that it incorporates into the budget document. These policies were last reviewed as part of the 2011 budget process. Since then the Governmental Accounting Standards Board (GASB), the rulemaking authority for governmental accounting, has issued a pronouncement relating to how we report fund balance.

Up to now, we have used terms such as Restricted and Unrestricted, reserved and Unreserved, and designated and undesignated. These terms may be clear to practitioners, but they are not clear to the layperson. This pronouncement (GASB Statement No. 54) seeks to make this reporting much clearer. The new terms are easier to use and provide a more logical framework for presenting our fund balance.

GASB Statement No. 54 has identified 5 levels of restrictions on fund balance, listed in a hierarchy from most constrained to the least:

- Nonspendable (i.e. prepaids, inventory, etc.),
- Restricted (limited by external actions such as state or federal law),
- Committed (self-imposed restraints imposed by the Village Board),
- Assigned (for an intended purpose), and
- Unassigned (anything left over and available).

The three less constrained (committed, assigned, unassigned) are locally controlled. Other key changes are that we must make any commitments prior to year end of the fiscal year and noting in what order dollars from these categories will be spent, and who can determine assignments.

In addition to incorporating GASB Statement No.54, the Budget and Financial Policies have been updated to include language on the treatment of federally funded capital assets and compliance with Federal debarred and suspended vendors. This addresses a Management Letter Point from the 2010 audit.

**KEY ISSUES:** Maintaining Budget and Financial policies that follow best practices and maintain compliance with GASB.

**ALTERNATIVES:** Board discretion.

**RECOMMENDATION:** Approve Resolution.

**BUDGET IMPACT:** None

**ACTION REQUIRED:** Approve Resolution.

# Bensenville Memo

Date: November 28, 2011  
To: Mike Cassady  
From: Tim Sloth  
RE: GASB 54 - Implementation

---

In 2009, the Governmental Accounting Standards Board (GASB), the independent organization that establishes accounting and financial reporting standards for state and local governments, issued a new statement that changes how governments classify and report fund balances. This new standard (GASB Statement No. 54) goes into effect for fiscal years that begin after June 15, 2010. As such, the 2011 audit will be the first year this change takes place. This memo serves as a summary of GASB Statement No. 54 “Fund Balance Reporting and Governmental Fund Type Definitions”.

## **What's New in GASB 54**

Under previous standards, fund balances were organized into three categories: reserved, unreserved, and undesignated. The new standard replaces these with five classifications, establishing a hierarchy that is based on the extent to which spending constraints restrict how a government can use the funds. The five classifications are:

- **Nonspendable fund balance.**  
This includes amounts that are not in a spendable form, such as inventory or prepaid expenses. It also includes amounts that are required to be maintained intact, such as the principal of an endowment fund.
- **Restricted fund balance.**  
This includes amounts that can be spent only for the specific purposes stipulated by external providers, such as grant providers or bond holders, as well as amounts that are restricted constitutionally or through legislation. In other words, these are funds that are restricted by authorities outside the agency itself, and these restrictions may be changed or lifted only with their consent.
- **Committed fund balance.**  
This includes amounts that can be used only for specific purposes that are determined by a formal action of the government's highest level of decision-making authority. These commitments may be changed or lifted, but only by the same formal action that was used to impose the constraint originally.

- **Assigned fund balance.**

This classification applies to amounts that are intended for specific purposes, as expressed by the governing body or authorized official. It applies to the remaining resources in any governmental fund other than the general fund. Put another way, these are the resources in a governmental fund that are not restricted or committed, but which are intended to be used for a defined purpose.

- **Unassigned fund balance.**

This is the residual classification for the general fund and includes all amounts not contained in the other classifications. Un assigned amounts are technically available for any purpose. In addition, if there is a deficit balance in another governmental fund, it will be reported as a negative amount in that fund's unassigned classification. Positive unassigned amounts are reported only in the general fund.

GASB 54 also changes the way encumbrances are reported, and imposes a number of other disclosure requirements on governments. In particular, they will need to disclose the accounting policies they will use to determine the order in which restricted, committed, assigned, and unassigned amounts are spent, whenever more than one classification is available for a particular purpose.

For example, if a town has access to funds from a state grant for public safety, this would be reported as a restricted fund balance. The town council may also vote to use a portion of its property tax revenue for public safety, which would be reported as a committed fund balance. Finally, the town may also use general revenues for public safety spending, drawing from unassigned fund balance. GASB 54 requires a written disclosure that identifies the order in which the town spends these resources.

### **Implementation**

Most of the implementation of GASB #54 will occur during the audit process itself. That being said there is some Board action necessary prior to year end.

The Board needs to:

- Approve an updated Fund Balance policy that incorporates the new definitions and;
- The Board needs to designate a person to determine if a portion of fund balance should be assigned.

I have updated the Budget and Financial Policies to incorporate the new fund balance definitions to incorporate the new classifications. Additionally, I have updated the polices to designate the Director of Finance as the person who will determine if a portion of fund balance should be assigned. These polices will be reviewed at the December 6<sup>th</sup> AFL Committee and approved on December 13<sup>th</sup>.

## BUDGET AND FINANCIAL POLICIES

---

The Village of Bensenville's budget and financial policies are the basic guidelines for the management of the Village's fiscal operations. The policies were developed within the parameters of and comply with Illinois State Statutes and the Bensenville Village Municipal Code. The policies shall assist the Village Board and Village Staff in preparing the budget and managing the Village's fiscal affairs throughout the budget period.

### **Budget Policies**

---

1. Following the completion of the 2010 transitional year, the fiscal year of the Village of Bensenville will begin on January 1 of each calendar year and end on December 31 of the same calendar year. All accounting and budgeting functions of the Village will occur in conjunction with this fiscal time period.
2. The Budget will be prepared on a basis consistent with Generally Accepted Accounting Principles (GAAP). Any exceptions to preparing the budget on a basis consistent with GAAP will be disclosed in the Basis of Budgeting Section of the document supporting the 2011 Budget.
3. The Budget Officer of the Village, prior to October 1 of the year preceding the budget period, will submit to the Village Board a budget document that includes the Legal Budget request for the upcoming fiscal year. The budget document will include the following information:
  - a. A transmittal letter that describes organizational goals, analyzes service and program impacts of the proposed budget, and highlights the major initiatives included in the proposed budget and their impact on the Village's financial condition.
  - b. An estimate of all revenues for each Fund, prepared on a realistic basis at the account level and taking into account all available information. The Village will strive to maintain a reasonable and balanced estimate of revenues to avoid under or overestimation, both of which are equally undesirable (*Underestimation may lead to an unnecessary reduction in programs and services and overestimation may lead to an expansion of services and programs that cannot be supported with available resources*).
  - c. A section that describes major revenue sources, illustrates historical trends, and establishes projections that form the basis for the revenue estimate. This section will also include an analysis of the assumptions underlying each projection.
  - d. An accounting of expenditures/expenses in each Fund by Department and Division according to sub-class categories established for operating expenditures. The Legal Budget will include the actual expenditures for the previous year, the budgeted and projected actual expenditures/expenses for the preceding year, and budgeted expenditures/expenses for the upcoming budget period.
  - e. Specific objectives for every operating Department. These objectives will be consistent with strategic organizational goals as described in the transmittal letter and will be explicitly linked to these goals in an explanatory paragraph.

- f. A Capital Improvements section that describes each major category of projects, analyzes the work to be performed in the budget period, illustrates the expenditure budget for the budget period, and forecasts, for a minimum of a five (5) year period future capital project funding needs. The Capital Improvements section will also identify on-going costs related to the proposed improvements.
4. The Budget submitted to the Village Board will include a balanced budget, as defined herein for each Accounting Fund. The transmittal letter will highlight and explain any circumstances in which a budget in any Fund is not balanced.
5. A public hearing on the proposed Budget will be held before the Village Board. The public hearing format will provide Village residents with the opportunity to express their opinions regarding estimated revenues, proposed fee or tax increases, and proposed expenditures/expenses. Residents will have the opportunity to express their reasons for wishing to increase or decrease any expenditures/expenses. The notice of public hearing will be published in newspapers circulating in the community not less than seven days in advance of the date of the public hearing (ILCS 5/8-2-9.9)
6. The Budget Document will be developed with the objective of achieving the “best practices” criteria identified in the Government Finance Officers Association Distinguished Budget Program. The final budget document will be published no later than 90 days following its adoption by the Village Board and will be made available to the public on the Village’s web site.
7. The Budget Officer of the Village may approve the transfer of money between accounts within an Accounting Fund at his/her discretion as long as these transfers do not result in a change to the total expenditure amounts included in the approved budget for the respective Accounting Fund. If it becomes necessary to effectuate a change that impacts total expenditure dollars budgeted in a particular Accounting Fund, such change can only be made following the approval, by a two-thirds vote of the members of the Corporate Authorities then holding office (65 ILCS 5/8-2-9.6), of an ordinance amending the budget for the respective Accounting Fund. Regular reporting that includes information on major transfers between categories of expenditures will be provided to the Village Board.

---

### ***Fund Balance and Reserve Policy and Balanced Budget Determinations***

#### **Fund Balance and Reserve Policy Definitions**

Fund Balance – The difference between assets and liabilities.

Nonspendable Fund Balance – Fund balance reported as “nonspendable” represents fund balance that is (a) not in a spendable form such as prepaid items or (b) legally or contractually required to be maintained intact such as an endowment.

Restricted Fund Balance – Fund balance reported as “restricted” consists of amounts that can be spent only on the specific purposes stipulated by law or by the external providers of those resources.

---

Committed Fund Balance – Fund balance reported as “committed” are self-imposed limitations set in place prior to the end of the fiscal period. These amounts can be used only for the specific purposes determined by a formal action of the Village Board, which is the highest level of decision-making authority, and that require the same level of formal action to remove the constraint.

Assigned Fund Balance – Fund balance reported as “assigned” consists of amounts that are subject to a purpose constraint that represents an intended use established by the Village Board or by their designated body or official. The purpose of the assignment must be narrower than the purpose of the General Fund. Formal action is *not* necessary to impose, remove, or modify a constraint in Assigned Fund Balance. Additionally, this category is used to reflect the appropriation of a portion of existing fund balance to eliminate a projected deficit in the subsequent year’s budget.

Unassigned Fund Balance – Fund balance reported as “unassigned” represents the residual classification of fund balance and includes all spendable amounts not contained within the other classifications.

Note: In non-governmental funds, management may decide to “assign” funds for a specific purpose. This will be done as an internal budgeting procedure rather than as a formal accounting entry.

### **Fund Balance and Reserve Policy**

1. The Village will avoid the appropriation of fund balance for recurring operating expenditures. If at any time the utilization of a fund balance to pay for operating expenditures is necessary to maintain the quality or level of current services, an explanation of the circumstances of the utilization of fund balance and the strategy to arrest the future use of fund balance will be included in the Transmittal Letter.
2. The Village will maintain a minimum Unassigned Fund Balance that is sufficient to provide financial resources for the Village in the event of an emergency or the loss of a major revenue source. Therefore, the Village has set the minimum Unassigned Fund Balance for the General Fund at an amount equal to three months of General Fund operating expenditures.
3. The minimum Fund Balance for the Unassigned / Assigned Fund Balance in the Capital Improvement Fund has been established at one half (50%) of the operating revenues allocated to this fund (this does not include capital grants or other one time revenue sources). This is necessary to ensure sufficient resources are available in the Fund so that work can begin by early spring of the new fiscal year which means that a majority of the work may be completed prior to the receipt of all revenues for the fiscal period in question. As such a reserve to address this potential cash flow situation needs to be established. The maximum Fund Balance allowable in the Capital Improvement Fund is equal to 3% of the equalized assessed value of the taxable real property located in the corporate boundaries of the Village (ILCS 5/8-2-9.5). Based on the 2009 equalized assessed value of the Village, this limit was just over \$20.4M.

4. No minimum Fund Balance has been established for the TIF Funds. These Funds was established to account for the resources associated with capital infrastructure construction and maintenance within the respective TIF District. Throughout the majority of its existence, it is very possible that these TIF Funds will have negative Unassigned Fund Balances because capital projects proposed within the respective District will require more resources in the beginning than have been accumulated. A TIF Fund, in order to pay for these capital projects, may receive loans from other accounting funds of the Village and these loans will lead to a negative Fund Balance until they are repaid by the TIF Fund. Longer term and more significant loans will be reviewed with and approved by the Village Board and will include a plan as to how these loans will be managed and potential risks and benefits associated with the respective interfund loan.
5. The minimum Fund Balance for the Debt Service Fund has been established at the amount necessary to meet all payment obligations by their respective due date.
6. The minimum Unrestricted Net Assets for the Enterprise Funds is established at three months of operating expenditures plus one quarter (25%) of the accumulated depreciation of the Capital Assets of the Fund. Enterprise fund revenues are traditionally stable and predictable; establishing a minimum fund balance of three months operating expenditures should provide sufficient security for operating activities in these Funds. The addition of one quarter (25%) of accumulated depreciation of the Capital Assets of the enterprise funds is necessary to ensure adequate resources are available to reconstruct or rehabilitate capital assets as they reach the end of their useful lives. The expense of reconstructing or rehabilitating capital assets in enterprise funds can be prohibitive unless an adequate reserve has been accumulated in the fund for the purpose of reconstruction or rehabilitation.
7. The Pension Trust Funds minimum fund balances are established by actuarial projections. The Village will strive to provide enough resources to fully fund current estimates of future pension liabilities.
8. An assessment of the minimum Unrestricted Net Assets for the enterprise fund will be conducted once the Village's Comprehensive Annual Financial Report (CAFR) becomes available for each Fiscal Year. The Minimum Unrestricted Net Assets is not predictable and therefore a balanced budget in the enterprise and internal service funds (*as defined below*) may not necessarily indicate that minimum Unrestricted Net Assets are equal to an amount set by policy (*please see the Village's most recent CAFR to assess whether the Village has been able to comply this policy*).
9. The Village will spend the most restricted dollars before less restricted, in the following order:
  1. Nonspendable (if funds become spendable),
  2. Restricted,
  3. Committed,
  4. Assigned,
  5. Unassigned.

10. The Municipality's Board of Trustees acts as the Municipality's highest level of decision making. An official board resolution must be passed in order to establish, modify or rescind a commitment of fund balance.
11. The Director of Finance will determine if a portion of fund balance should be assigned.
12. The minimum unrestricted cash and investment balance for the General Fund is established at an amount sufficient to cover the two months of the fiscal year with the highest cash disbursements.

### **Balanced Budget Definition**

The definition of a balanced budget for each accounting fund for which budget appropriations occur shall be:

- a. General Fund – A General Fund balanced budget is determined by the positive or negative results of the Unassigned Fund Balance. The expenditures associated with General Fund operating activities are supported by the revenues and accumulated resources of this category of Fund Balance. Increases or decreases in this Fund Balance category are indicative of the General Fund's ability to support continuing operations.
- b. Capital Improvement Fund – A balanced budget in the Capital Improvement Fund is determined by whether the Unassigned Fund Balance is greater than the minimum Fund Balance required by Village Policy.
- c. Tax Increment Financing Funds – A balanced budget in a TIF Fund is determined by the Fund's ability to provide resources for anticipated projects and/or debt service payments. An analysis of a balanced budget for each of the TIF Funds must therefore focus on the cash balance of the respective Fund and its ability to provide funding for future projects and/or debt service payments.
- d. Debt Service Fund - A balanced budget in the Debt Service Fund has been established by Village Policy as a positive Net Change in Fund Balance (*i.e.*, a *Net Change in Fund Balance greater than \$0*). A positive Net Change in Fund Balance indicates that the Fund is receiving sufficient revenues to pay the Village's obligations.
- e. Water & Sewer Fund - A balanced budget in the Water and Sewer Fund is determined by the positive or negative change in Net Assets. The budgeted Change in Net Assets is indicative of the Fund's ability to generate sufficient resources to meet operating and non-operating expenses. If the Change in Net Assets is equal to or greater than \$0, the Fund's budget is considered to be balanced.
- f. Recycling & Refuse Fund - A balanced budget in the Recycling and Refuse Fund is determined by the positive or negative change in Net Assets. The budgeted Change in Net Assets is indicative of the Fund's ability to generate

sufficient resources to meet operating and non-operating expenses. If the Change in Net Assets is equal to or greater than \$0, the Fund's budget is considered to be balanced.

- g. Commuter Parking Fund - A balanced budget in the Commuter Parking Fund is determined by the positive or negative change in Net Assets. The budgeted Change in Net Assets is indicative of the Fund's ability to generate sufficient resources to meet operating and non-operating expenses. If the Change in Net Assets is equal to or greater than \$0, the Fund's budget is considered to be balanced.
- h. Police Pension Fund - A balanced budget in the Police Pension Fund is achieved when additions exceed deductions in the Fund.

---

## **Revenues**

- 1. To ensure the Village's continuing financial health, the Village will strive to maintain a diversified and stable revenue system so that fluctuations in any one revenue source will not have a devastating effect on the Village's financial integrity.
- 2. The Village shall utilize property taxes as a "stop gap" Revenue source. For each tax levy, the Village will determine the level of service it wishes to provide to its residents and the cost of providing this level of service. The cost of those services will be compared to projected revenues, excluding property tax. The shortfall between projected revenues and estimated expenditures is "theoretically" the amount to be considered for the property tax levy.
- 3. The Village will establish user charges and fees at a level that attempts to recover the full cost of providing the service.
  - a. User Fees, particularly utility rates, should identify the relative costs of serving different classes of customers.
  - b. The Village will set user fees to include the full cost of providing the service, including the construction, rehabilitation, and maintenance of the capital assets necessary to provide the service.
  - c. The Village will consider rates and fees charged by comparable units of local government providing similar services when establishing user charges and fees.
- 4. The Village will attempt to maximize its financial resources by encouraging Intergovernmental Cooperation. The establishment of intergovernmental service agreements with other units of local government allows the Village to provide the community higher levels of service at a reduced cost. It is the objective of the Village to continue to service areas that could be enhanced through intergovernmental cooperation.
- 5. The Village will attempt to maximize its financial resources by investing excess funds in a manner that provides the highest investment return while maintaining the maximum security of invested funds and meeting the daily cash flow demands of the Village. The Village will invest funds in a manner conforming to all state statutes and local regulations governing the investment of public funds. The rules and regulations

required by State Statutes are detailed in the Village's Investment Policy which was adopted by the Village Board on June 15, 1999.

### ***Operating Expenditures***

---

1. The Village will fund all operating expenditures in a particular Fund from the operating revenues generated by that Fund. In developing the budget, recommendations will be made regarding services level adjustments that may be necessary to meet this objective. Services will not be expanded beyond the Village's ability to utilize current revenues to pay for the expansion of these services.
2. The Village will continually assess its organization and service provision efforts in order to provide service enhancements by increasing efficiency or effectiveness. During each budget process the Village will assess its current organization and service provision strategy and make adjustments if the analysis demonstrates that a particular enhancement would improve operations.
3. The Village shall continually examine its service provision efforts in an effort to reduce operating expenditures and/or enhance the quality and level of services without increasing cost.
4. The Village will establish Personnel Services budgets necessary to continue to provide quality and level of services to residents. To attract and retain quality employees, the Village will maintain a compensation and benefits package that is competitive with other public sector employers.
5. The Village will provide sufficient resources to train Employees and thereby develop the specialized knowledge and expertise necessary to maintain and improve the quality of Village services.
6. The Village will strive to adopt new technologies and techniques that will allow the Village to maintain and improve the level of services provided to residents while maintaining a stable workforce. To achieve this objective, the Village will investigate, fund, and implement information and communication technology solutions that allow for the automation of functions.
7. Operating Expenditures will be budgeted, accounted for, and reported in the following major categories:
  - i. Personnel Services  
Salaries  
Fringe Benefits
  - ii. Operating Expenditures  
Team Development  
Professional Services  
Contractual Services  
Commodities  
Other Expenses  
Programs
  - iii. Other Expenditures  
Capital

## Interfund Charges

---

### ***Capital Projects***

1. The Village will develop a multi-year plan for capital projects. This plan will identify projects likely to be constructed within a five year time period and will also identify the likely source of funding for the project.
2. The Village will attempt to support recurring capital projects (such as the annual street/water & sewer main maintenance programs) and capital purchases or projects that have a useful life of less than 20 years with recurring revenues or excess fund balances in the Capital Improvement and Utility (Water, Sewer and Storm) Funds. Issuance of debt for funding of capital purchases or projects having a useful life of 20 years or more may be considered.
3. The Village will set utility rates that are sufficient to provide funding for recurring capital projects (such as the annual main replacement programs) and capital purchases or projects that necessary to maintain utility infrastructure and have a useful life of less than 20 years. Rates shall be set at a minimum to maintain sufficient cash resources to fund such capital expenditures on a pay as you go basis and to fund debt service payments for those capital purchases or projects having a useful life of 20 years or more. This minimum level will be set through the use of the Village's Water and Sewer Rate Analysis.
4. Capital maintenance expenditures will be sufficient to address need for the deterioration of the Village's capital infrastructure as necessary to protect the community's quality of life. Capital maintenance expenditures will be sufficient to ensure a relatively stable level of expenditures in every budget year.

### ***Debt***

---

1. The Village will consider the issuance of debt or utilization of low interest loans for projects that have a useful life of 20 years or more and cannot be reasonably funded through recurring revenues.
2. The Village will not issue debt or undertake low interest loans that will last beyond the useful life of the asset for which the debt is to be issued.
3. To minimize interest payments on assumed debt, the Village will strive to maintain or improve upon its current bond rating when issuing bonds. When considering loans, the Village will utilize, to the extent available, low interest loans (with interest rates below current rates of interest) such as Illinois Environmental Protection Agency (IEPA) loans for Water and Sewer Infrastructure construction and rehabilitation.

### ***Financial Reporting***

---

1. Following the conclusion of the fiscal year, the Village will prepare a Comprehensive Annual Financial Report (CAFR) in accordance with generally accepted accounting and reporting principles established by the Governmental Accounting Standards

---

Board (GASB). The CAFR shall also satisfy all criteria of the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting.

2. Included as part of the CAFR shall be the audit report prepared by independent certified public accountants designated by the Village Board to audit the Village's financial statements.
3. The Village will capitalize projects in compliance with the Capitalization Policy established in conjunction with the conversion of the Comprehensive Annual Financial Report to the GASB Statement #34 format.
4. On a continual basis, the Finance Department will prepare and present to the Village Board a monthly financial report on initiatives and status of major revenue sources and to the Administration, Finance and Legislative Committee a quarterly financial report that will include revenue and expenditure summaries and a cash and investment report for each Fund. These quarterly reports shall be presented to the Committee within 45 days of the end of the quarter.

## **CAPITAL ASSET POLICY AND PROCEDURES**

### **POLICY**

Capital Assets are defined by the Village as assets with an initial, individual cost above a set dollar threshold (see chart below). Improvements done to existing assets that increase the value of the assets should also be capitalized. Normal repairs that merely maintain the asset in its present condition should be recorded as expenditure and should not be capitalized.

### **VALUATION**

All assets reported as capital assets should be recorded at their historical cost or estimated historical cost if purchased or constructed. Cost, for this purpose, includes not only the purchase price or cost of construction, but also any other charges incurred "to place the asset in its intended location and condition for use." Donated assets should be recorded at their estimated fair market value at the date of donation. This rule applies only to donations made from outside the financial reporting entity.

### **CAPITAL ASSET CLASSES**

Assets are categorized as various classes such as Land, Building and Improvements, Furniture, Machinery and Equipment, Vehicles, and Infrastructure.

The "Land" account includes all land purchased or otherwise acquired by the Village. The land account should include not only the cost of land itself, but also the cost of preparing land for its intended use. Intent, for this purpose, should be judged as of the date of acquisition.

The “Building and Improvement” account includes the value of all buildings at purchase price or construction cost. The cost should include all charges applicable to the building, including broker’s or architect’s fees and interest on borrowed money during construction. Additionally, the account is used for permanent (i.e., non-detachable) improvements that add value to land (e.g., fences, retaining walls). This account also is used for leasehold improvements (i.e., permanent improvements the Village makes to property it is leasing under an agreement classified as an operating lease).

The “Machinery and Equipment” account consists of property that does not lose its identity when removed from its location and is not changed materially or expended in use. This property should be recorded at cost, including freight, installation and other charges incurred to place the asset in use.

The “Infrastructure” account consists of assets that are long-lived capital assets that normally are stationary in nature and can be preserved for a significantly greater number of years than most capital assets. Infrastructure assets are often linear and continuous in nature. The Village’s four Infrastructure subsystems are:

- Infrastructure – Street Network
- Infrastructure – Water Network
- Infrastructure – Sanitary Sewer
- Infrastructure – Storm Sewer

#### ***USEFUL LIFE***

Following is a listing of the different classes of assets, threshold amount and their standard useful lives.

<u>Asset</u>	<u>Threshold</u>	<u>Years</u>
Land	\$25,000	No Limit
Buildings and Improvements	\$15,000	3 - 50
Furniture Machinery and Equipment	\$5,000	3 - 10
Vehicles	\$5,000	3 - 10
Infrastructure – Street Network	\$50,000	30 - 100
Infrastructure – Water Network	\$50,000	30 - 100
Infrastructure – Sanitary Sewer	\$25,000	30 - 100
Infrastructure – Storm Sewer	\$25,000	30 - 100

The Village does not depreciate land

#### ***TREATMENT OF FEDERALLY FUNDED CAPITAL ASSETS***

- Federal equipment will be used in the program for which it was acquired or, when appropriate, other Federal programs.
- Federal equipment records shall be maintained and federally funded capital assets have to be identified as such on the Village’s capital asset listing.
- A physical inventory of Federal funded equipment shall be taken at least once every two years and reconciled to the equipment records.

- An appropriate control system shall be used to safeguard equipment, and equipment shall be maintained.
- When equipment with a current per unit fair market value of \$5,000 or more is no longer needed for a Federal program, it may be retained or sold with the Federal agency having a right to a proportionate (percent of Federal participation in the cost of the original project) amount of the current fair market value. Proper sales procedures shall be used that provide for competition to the extent practicable and result in the highest possible return.

## **PROCEDURE FOR ADDITIONS & DISPOSALS OF ASSETS**

The Finance department is responsible for keeping the capital asset records up to date. But the primary responsibility for providing the correct information to the Finance department and verifying the accuracy of the information periodically belongs to the Department Heads.

### ***ADDITIONS***

Additions to capital asset account group will be done on an annual basis by the Director of Finance. All assets recorded during the current fiscal year are defined as current year additions. These should include purchases of new as well as used assets, all donated assets and assets acquired through capitalized leases. Once the capital asset list is updated reflecting current year additions, it will be given to Department Heads to verify and make corrections.

### ***DISPOSALS***

All items sold, traded-in, scrapped, abandoned or in any way removed from service during the current fiscal reporting period are classified as disposals. When the Department Head receives an updated list of the capital assets at the end of each fiscal year, he/she should verify the information and see if all assets are still in service. If there are assets on the list that are no longer in service, they should be retired.

### ***DEPRECIATION***

Depreciation is used to reflect the economic loss in the value of an asset. Generally Accepted Accounting Principles (GAAP) requires that the method used to allocate the cost of a capital asset over its estimated useful life be as equitable as possible to the periods during which services are obtained from the use of the asset.

In most cases, the straight line method of depreciation will be used for all assets.

## **FEDERAL DEBARRED AND SUSPENDED VENDORS**

Local Governments who receive Federal awards are required to design internal controls which help to ensure compliance with Federal laws, and regulations as per the A-12 Common Rule and OMB Circular A-110 (2CFR part 215).

***POLICY***

In regards to Procurement, Suspension and Debarment: Federal Executive Order (E.O.) 12549 "Debarment and Suspension" prohibits recipients of federal grants from contracting with or making sub-awards to parties that are suspended or debarred from doing business with the federal government. For vendor contracts with **any** federal dollar expenditures, the village must ensure the vendor or sub-recipient is not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. This can be accomplished by reviewing the Federal Excluded Parties List issued by the U.S. General Services Administration. <https://www.epls.gov/>; or by obtaining a certification from the entity.

This requirement should be met prior to payments of **any** federal expenditure submitted to vendors via federal funds.

No award is to be made before debarment status has been reviewed and approved.

**RESOLUTION NO.**

**A RESOLUTION APPROVING THE BUDGET AND FINANCIAL POLICIES OF  
THE VILLAGE OF BENSENVILLE**

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

WHEREAS, the VILLAGE is committed to strong financial management and fiscal controls; and

WHEREAS, in accordance with this commitment, the VILLAGE deems it to be in the best interests of the VILLAGE to be in compliance with Governmental Accounting Standards Board Statement Number 54; and

WHEREAS, the Budget and Financial Policies of the Village of Bensenville, attached hereto as Exhibit 1, are intended to implement policies consistent with said Standards, and have been reviewed to ensure that the policies incorporate changes in systems, follow best practices and comply with current statutes and standards; and

WHEREAS, accordingly, the President and Board of Trustees of the VILLAGE have determined that it is in the best interests of the VILLAGE and its residents to adopt said Budget and Financial Policies,

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

1. That the Budget and Financial Policies, attached hereto as Exhibit 1, are hereby approved and adopted effective January 1, 2012.
2. That the said Budget and Financial Policies shall be reviewed by appropriate VILLAGE staff during the preparation of the annual budget

for the 2012 Fiscal Year for the purposes of recommending to the President and Board of Trustees of the VILLAGE such modifications thereto as maybe appropriate to accommodate changing fiscal conditions, environmental challenges, and VILLAGE policy initiatives.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 13th day of December, 2011.

APPROVED:

---

Frank Soto, Village President

ATTEST:

---

Corey Williamsen, Acting Village Clerk

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

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

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

**TYPE:** Resolution **SUBMITTED BY:** Dan Di Santo **DATE:** December 13, 2011

**DESCRIPTION:** Pass the Resolution authorizing the Village Manager to execute a contract with Chad Norris for video production services.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION: AF&L – Approved 6-0**

**DATE: 12/06/11**

---

**BACKGROUND:**

Chad Norris currently provides video production services to the Village and his contract expires on December 31, 2011. At the December 6, 2011 AF&L Meeting the Committee unanimously (6-0) recommended approval of the Resolution.

**KEY ISSUES:**

Continuation of contractual video production services are needed to provide video editing, studio production, and camera work for *Spotlight on Bensenville* as well as the recording of Village Board Meetings and assistance in cable promotional segments for four days each week or the equivalent of 32 hours.

**ALTERNATIVES:**

1. Reduction in services; or
2. Discretion of the Committee.

**RECOMMENDATION:**

Staff recommends approval of the contract with Chad Norris, Video Specialist for the period beginning January 1, 2012 and ending December 31, 2012 at a cost not-to-exceed \$26 an hour, paid bi-weekly. This represents a \$1 an hour increase over 2011. We are pleased with Chad's performance over the current contract term and recommend a contract extension.

**BUDGET IMPACT:**

Not to exceed amount of \$43,264.00 is included in the proposed 2012 Budget.

**ACTION REQUIRED:**

Approve the Resolution authorizing the Village Manager to execute a contract with Chad Norris for video production services.

**RESOLUTION NO.**

**A RESOLUTION APPROVING EXECUTION OF A  
CONTRACT WITH CHAD NORRIS FOR VIDEO PRODUCTION SERVICES**

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

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

WHEREAS, the VILLAGE is in need of additional Video Production Services; and

WHEREAS, Chad Norris has the experience and expertise to provide said services; and

WHEREAS, the VILLAGE has determined that it is reasonable, necessary, and desirable to enter into a contract with Chad Norris per the terms set forth in the contract document attached hereto as Exhibit "A" in the amount not to exceed \$43,264 .00 annually.

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 Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Acting Village Clerk is hereby authorized to attest thereto, a contract with Chad Norris in the amount not to exceed \$43,264 .00 annually for the services as set forth in the contract document attached hereto as Exhibit "A"

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 13th day of December, 2011.

APPROVED:

---

Frank Soto, Village President

ATTEST:

---

Corey Williamsen, Acting Village Clerk

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

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

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

**VIDEO PRODUCTION SPECIALIST CONTRACT**  
**Avid / Final Cut HD Editor, Studio Production, Motion Graphics Artist**  
**& Camera Operator**

THIS AGREEMENT, made and entered into this 1st day of January, 2012, by and between the Village of Bensenville, an Illinois municipal corporation, hereinafter called "Village," as party of the first part, and **Chad Norris**, hereinafter called "Contractor," as party of the second part, both of whom understand and agree as follows:

**RECITALS**

WHEREAS, the Village desires to retain Contractor to provide for the Village those certain services as specified and described below; and

WHEREAS, Contractor desires to provide said services for the Village; and

WHEREAS, it is the desire of the Village and Contractor to establish the terms and conditions of the contractual relationship established hereby, all as specified and provided below.

**TERMS AND CONDITIONS OF AGREEMENT**

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

**SECTION I. RECITALS**

The foregoing recitals are hereby incorporated by reference and reaffirmed as if fully recited and reaffirmed herein.

**SECTION II. DUTIES**

The Village hereby retains Contractor to provide for the Village those certain services specified as follows: *Providing Video Editing, Studio Production, and Camera work for the Cable Access Show Spotlight, as well as the recording of Village Board Meetings and assisting in cable promotional segments for Four (4) days of each week or equivalent of 32 hours each week.* Any additional services required beyond the contracted four days a week will be billed at \$26.00 an hour and need pre-approval from the Village Manager.

### SECTION III. TERM

This Agreement shall be in full force and effect from and after January 1, 2012, and shall be effective through to December 31, 2012

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of either party to terminate this Agreement at any time, for any or no reason, in such party's sole and absolute discretion, subject only to fourteen (14) calendar days advance written notice to the other party of any such termination.

### SECTION IV. CONTRACT RATE OF PAY

For services rendered by Contractor pursuant hereto, the Village agrees to pay to Contractor, and Contractor agrees to accept from the Village, a total contract payment in the not-to-exceed amount of **\$43,264 .00**, which not-to-exceed contract amount shall be paid in the following installments:

<u>Installment Payment Amount</u>	<u>Date of Installment Payment</u>
<b>\$1664.00 Bi-Weekly</b> (32 hours a week @ \$26.00 per/hr)	<b>January 1, 2012 - December 31, 2012</b>

### SECTION V. RELATIONSHIP OF THE PARTIES

It is expressly understood, acknowledged and agreed that it is not the intention or purpose of the parties for this Agreement to create, nor shall the same be construed as creating, any type of an employment relationship between the parties. That is, the Contractor is, and at all times shall be, considered to be an independent contractor of the Village, and in no way an agent or employee of the Village.

Except for those contract payments specified in Section IV above, Contractor shall not be entitled to receive any other payments, remuneration, insurance coverage (life, health or otherwise), disability benefits, retirement benefits, workman's compensation benefits, or any other employment benefits of any kind or type. Further, Contractor shall be responsible for the filing and payment of any and all state, local and/or federal taxes incurred by Contractor and arising by reason of this Agreement.

Except as may be otherwise provided herein, Contractor may not and shall not bind the Village to any obligation without the Village's prior written consent.

## SECTION VI. NOTICES

Notices pursuant to this Agreement shall be given by hand delivery, or by deposit in the custody of the United States Postal Service, postage prepaid, return receipt requested, and addressed as follows:

(1) Village: Village Manager  
Village of Bensenville  
12 S. Center Street  
Bensenville, Illinois 60106

(2) Contractor: ***Chad Norris***  
2858 Brown St.  
Portage, Indiana 46368  
219-916-2474 phone

Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

## SECTION VII. ADDITIONAL PROVISIONS

The text herein shall constitute the entire agreement between the parties.

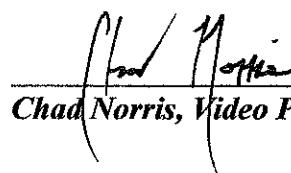
This Agreement may be amended or modified only by written instrument signed by both the Village and Contractor.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Village of Bensenville has caused this Agreement to be signed and executed on its behalf by its Village Manager, and ***Chad Norris*** has signed and executed this Agreement, both in duplicate, the day and year first above written.

---

Mike Cassady, Village Manager

  
***Chad Norris, Video Production Specialist***

**TYPE:** Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 12/07/2011

**DESCRIPTION:** Execution of the annual PACE Service Provider Agreement for the continuation of the Dial-A-Bus service

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**ASSIGNED COMMITTEE: I&E (unanimously approved)**

**DATE: 12/06/2011**

**BACKGROUND:**

The Village of Bensenville has provided Dial-A-Bus services to the community since the 1970's. PACE provides equipment and funding to supplement the program and requires the execution of an annual Paratransit Service Provider Agreement.

**KEY ISSUES:**

PACE authorizes funding on an annual basis in the form of a Paratransit Service Provider Agreement. The agreement stipulates the rules, regulations and operational requirements for the Dial-A-Bus program. PACE reimburses the Village \$3.00 for every one-way trip with a not to exceed ridership of 18,000 for an annual subsidy of \$45,002.

The program operates Monday through Friday from 6:00 AM to 6:00 PM and the first and third Saturdays of the month. Operations will be closed during the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

This Agreement is step one in the continuation of the Dial-a-Bus program for 2012. We plan to follow-up with a contract extension with First Transit (our current contractor) in January 2012. Staff has been working on evaluating other options for the program including alternate contracted services, potential transition to an in-house program, and evaluation of an alternate cab service program.

**RECOMMENDATION:**

Staff recommends the Village Board authorize the Village Manager to execute the 2012 Paratransit Service Provider Agreement between the Village of Bensenville and the Suburban Bus Division of the Regional Transportation Authority (PACE).

**BUDGET IMPACT:**

Dial-A-Bus operations are accounted for in the 2012 budget

**ACTION REQUIRED:**

Passage of the attached resolution

**Resolution No.**

**Authorizing the Execution of the  
2012 Paratransit Service Provider Agreement with  
PACE Suburban Bus Division**

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 2012 Paratransit Service Provider Agreement by and between the Village of Bensenville and the Suburban Bus Division of the Regional Transportation Authority (PACE), which is attached hereto and made a part hereof, for the period of January 1, 2012 through December 31, 2012, is hereby approved. The Village Manager is authorized to execute and the Village Clerk to attest, said agreement and any other documentation necessary to consummate and effect same.

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

APPROVED:

---

Frank Soto  
Village President

ATTEST:

---

Corey Williamsen  
Deputy Village Clerk

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

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

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



400 S. Knoll Street, Unit C  
Wheaton, Illinois 60187  
Phone: (630) 681-1000  
Fax: (630) 681-1020  
e-mail: [bonddickson@comcast.net](mailto:bonddickson@comcast.net)

December 14, 2011

Pace Suburban Bus  
Attention: Executive Director  
550 W. Algonquin Road  
Arlington Heights, IL 60005-4412

Please be advised that I represent the Village of Bensenville. Pursuant to the 2012 Paratransit Service Provider Agreement ("Agreement"), this Opinion of Counsel is being provided:

1. The Village of Bensenville is duly organized, validly existing and in good standing under the law of the State of Illinois, and has the legal authority to engage in, and carry on, the public transportation services as described in said Agreement.
2. Said Agreement has been duly authorized by the Board of the Village of Bensenville pursuant to Resolution No. \_\_\_\_-2011, which has been adopted by the Board of Trustees, and the execution and delivery of said Agreement by all of the parties hereto shall constitute a valid and binding obligation of the Village of Bensenville, enforceable in accordance with its terms, and the making of, and compliance with, the terms and conditions of said Agreement by the Village of Bensenville will not result in any breach or violation of, or default under, any judgment, decree, mortgage, contract, agreement, indenture or other instrument applicable to the Village of Bensenville known to the below-signed counsel.
3. All such approvals, consents, permits, licenses, authorizations or modifications may be required to permit the performance by the Village of Bensenville of its obligations under said Agreement have been obtained, whether from the appropriate governmental authorities or other persons or entities known to the below-signed counsel.
4. No litigation, investigation or proceeding of or before any court, governmental authority or arbitrator is pending or, to the knowledge of the below-signed counsel, threatened by or against the Service Provider, or against any of its properties or revenues (a) with respect to said Agreement, or (b) which is reasonably likely to have a materially adverse affect on the operations, property or financial condition of the Service Provider.
5. The Service Provider is not in default under, or with respect to, any obligation in any respect that could normally be materially adverse to the business, operations, property or

financial condition of the Service Provider, or that is reasonably likely to materially adversely affect the ability of the Service Provider to perform its obligations under said Agreement.

6. No obligation of the Service Provider and no requirement of law materially adversely affect, or insofar as Counsel may reasonably foresee based on facts known to her may so affect, the business, operation, property or financial condition of the Service Provider or the ability of the Service Provider to perform its obligations under said Agreement.

Very truly yours,

BOND, DICKSON & ASSOCIATES, P.C.

*/s/ Mary E. Dickson*

Mary E. Dickson

MED/bms

cc: Michael Cassady  
Joseph Carraci

2012

**PARATRANSIT SERVICE PROVIDER AGREEMENT**

**BY AND BETWEEN**

**SUBURBAN BUS DIVISION**

**OF THE**

**REGIONAL TRANSPORTATION AUTHORITY (PACE)**

**AND**

**Village of Bensenville**  
**SERVICE PROVIDER**

**PROVIDER**

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

## TABLE OF CONTENTS

	<u>PAGE</u>
<b>ARTICLE I</b> <b>DEFINITIONS</b> .....	1
<b>ARTICLE II</b> <b>SCOPE AND DESCRIPTION OF SERVICES</b>	
Section 2.1	Transportation Services..... 4
A.	Transportation Services..... 4
B.	Changes in Transportation Services..... 4
1.	Service Provider Initiated Changes..... 4
2.	Pace Initiated Changes..... 5
3.	Pace Discretion..... 5
Section 2.2	Force Majeure..... 5
<b>ARTICLE III</b> <b>EQUIPMENT</b>	
Section 3.1	Provision of Equipment By Pace..... 6
A.	Pace Rights With Respect to Pace Vehicles and Other Pace Equipment..... 6
B.	Pace Equipment Provided; Inventory and Documentation..... 6
C.	No Consideration..... 6
D.	Service Provider Acceptance of Pace Equipment..... 7
E.	Pace Equipment Returns and Substitutions..... 7
F.	Surplus Pace Equipment..... 7
G.	Pace Right to Repossess Pace Equipment..... 7
H.	Pace Equipment Inspection..... 7
I.	Return of Pace Equipment and Related Records Upon Termination..... 8
J.	Title to Pace Equipment; Licensing and Registration..... 8
K.	Warranty..... 8
Section 3.2	Maintenance of Pace Equipment by Service Provider..... 9
A.	Maintenance Requirements..... 9
B.	Maintenance Records..... 9
Section 3.3	Operation of Pace Equipment by Service Provider..... 10
A.	General Operating Standard..... 10
B.	Pace Vehicle Identification..... 10
C.	Storage of Pace Equipment..... 10
D.	Fareboxes..... 10
Section 3.4	Service Provider Vehicles..... 10
A.	Applicability of Section..... 10
B.	Duty to Maintain Service Provider Vehicles..... 10

## TABLE OF CONTENTS

	<u>PAGE</u>
<b>ARTICLE IV EMPLOYEES</b>	
Section 4.1 Compliance with Federal, State and Local Laws.....	11
Section 4.2 Employees.....	11
Section 4.3 Employment Contracts and Labor Agreements.....	11
<b>ARTICLE V NON-DISCRIMINATION, EQUAL EMPLOYMENT AND BUSINESS OPPORTUNITY</b>	
Section 5.1 Compliance With Federal, State and Local Laws.....	11
Section 5.2 Equal Employment Opportunity.....	12
Section 5.3 Failure to Comply.....	12
<b>ARTICLE VI REPORTS AND RECORDS</b>	
Section 6.1 Reports, Forms and Statements Required.....	12
Section 6.2 Records.....	13
Section 6.3 Inspections and Audits.....	13
<b>ARTICLE VII THIRD PARTY PROVIDERS</b>	
Section 7.1 Requirements.....	14
<b>ARTICLE VIII RISK MANAGEMENT PROGRAM AND INSURANCE REQUIREMENTS</b>	
Section 8.1 General Requirements.....	14
Section 8.2 Risk Management Program.....	14
Section 8.3 Loss Prevention.....	15
Section 8.4 Requirements For non-Pace Vehicles.....	15
<b>ARTICLE IX INDEMNIFICATION</b>	
Section 9.1 General.....	16
Section 9.2 Service Provider's Damages.....	16
<b>ARTICLE X PAYMENT, BUDGET AND ACCOUNTING</b>	
Section 10.1 Maximum Service Reimbursement.....	16
Section 10.2 Payment of Reimbursement.....	17
Section 10.3 Limitations on Payments.....	17

## TABLE OF CONTENTS

	<u>PAGE</u>
Section 10.4	Funding Availability.....
Section 10.5	Transportation Revenue.....
Section 10.6	Accounting and Reporting Standards.....
Section 10.7	Budget Amendments.....
Section 10.8	Capital Expenditures.....
Section 10.9	Subsequent Service Reimbursement.....
 <b>ARTICLE XI TERM</b>	
Section 11.1	Term.....
Section 11.2	Termination for Impossibility of Performance.....
Section 11.3	Termination for Service Provider Default.....
	A. Immediate Termination.....
	B. Termination Following Failure To Cure.....
	C. Obligations Following Termination.....
Section 11.4	Return of Pace Equipment and Records Upon Termination.....
 <b>ARTICLE XII COVENANTS AND REPRESENTATIONS</b>	
Section 12.1	General.....
Section 12.2	Corporate Existence and Power.....
Section 12.3	Authorization.....
Section 12.4	Approvals Received.....
Section 12.5	No Material Litigation.....
Section 12.6	No Default.....
Section 12.7	No Burdensome Restrictions.....
Section 12.8	No Sale, Lease or Encumbrance.....
Section 12.9	Payment of Obligations.....
Section 12.10	Compliance With Applicable Laws.....
Section 12.11	Compliance With Agreement Conditions.....
Section 12.12	No Bar From Public Contracts.....
Section 12.13	Opinion of Counsel.....
 <b>ARTICLE XIII GENERAL PROVISIONS</b>	
Section 13.1	Complete Agreement.....
Section 13.2	Exhibits; Pace Paratransit Manual; Conflicts.....
Section 13.3	Amendments.....
Section 13.4	Notices.....
Section 13.5	Calendar Days and Time.....
Section 13.6	Singular and Plural.....
Section 13.7	Governing Laws.....
Section 13.8	Changes in Laws.....

## TABLE OF CONTENTS

	<u>PAGE</u>
Section 13.9 No Assignment.....	24
Section 13.10 Headings.....	25
Section 13.11 Prohibited Interests.....	25
Section 13.12 Independent Contractor.....	25
Section 13.13 Litigation Against Service Provider.....	25
Section 13.14 Non-Waiver.....	25
Section 13.15 Time of Essence.....	25
Section 13.16 Survival Clause.....	26
Section 13.17 No Third Party Beneficiaries.....	26
Section 13.18 Counterparts.....	26
Section 13.19 Other Agreements Not Prohibited.....	26
Section 13.20 No Future Obligations.....	26

## ARTICLE XIV REMEDIES

Section 14.1 Remedies.....	26
Section 14.2 Notice and Cure.....	26

## LIST OF EXHIBITS

<b>EXHIBIT A</b>	Proposed 2012 Budget
<b>EXHIBIT B</b>	Pace Vehicles
<b>EXHIBIT C</b>	Paratransit Reimbursement Guidelines
<b>EXHIBIT D</b>	Transportation Services
<b>EXHIBIT E</b>	Affirmative Action, Equal Employment Opportunity and Disadvantaged Business Enterprises
<b>EXHIBIT F</b>	Service Provider's Certification
<b>EXHIBIT G</b>	Form Of Opinion Of Service Provider's Counsel

## 2012 PARATRANSIT SERVICE PROVIDER AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, to be effective as of January 1, 2012, by and between the SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY, operating under the name and hereinafter referred to as "Pace" and "Service Provider" as shown on the cover page to this Agreement.

### W I T N E S S E T H:

WHEREAS, the Regional Transportation Authority was created as a single authority to be responsible for providing, aiding and assisting public transportation in the northeastern area of the State of Illinois, including financial review and facilitation of public transportation and its providers, (70 ILCS 3615/1.02); and

WHEREAS, Pace was created as the Suburban Bus Division of the Regional Transportation Authority to be responsible for providing public transportation by bus, (70 ILCS 3615/3A.01); and

WHEREAS, Pace may enter into service provider agreements with governmental and private sector entities to obtain public bus service and to provide for payment of operating, capital and other expenses upon such terms and conditions as Pace shall provide in any such agreements; and

WHEREAS, Pace desires to have Service Provider provide the Transportation Services as described in this Agreement and Service Provider desires to provide such services;

NOW, THEREFORE, in consideration of the promises and agreements herein set forth, Pace and the Service Provider HEREBY AGREE as follows:

### ARTICLE I

#### DEFINITIONS

Agreement Term. The term specified in Section 11.1 of this Agreement, as such term may be reduced or extended pursuant to the provisions of this Agreement.

Approved Budget. The budget of approved expenses attached to this Agreement as Exhibit A, as the same may be revised from time-to-time pursuant to this Agreement.

Approved Maximum Service Reimbursement Amount. The amount shown on the Approved Budget for the line designated "Approved Maximum Service Reimbursement Amount," as such amount may be increased or decreased during the Agreement Term pursuant to the provisions of this Agreement.

Equipment. Pace Equipment and Service Provider Equipment.

Service Provider Application. The submission of a proposed budget and related material in accordance with Section 10.9 shall be the Service Provider's reimbursement application to Pace.

Service Reimbursement Amount. The total amount payable pursuant to Section 10.1 of this Agreement.

Line Item. A specific, separately identified category of expense listed on the Approved Budget.

Line Item Budget. The amount of the Approved Budget allocated to a specific Line Item.

Line Item Budget Maximum. The amount shown on the Approved Budget for each Line Item, as such amount may be increased or decreased during the Agreement Term pursuant to the provisions of this Agreement.

Monthly Report. The monthly report of revenue and expenses and other reports and information as described in the Pace Paratransit Manual.

Pace Equipment. All assets of every kind, including Pace Vehicles provided by Pace to the Service Provider, at any time, whether before or after the execution of this Agreement.

Pace Paratransit Manual. The manual of Pace policies, practices and procedures prepared and regularly amended, revised and supplemented by Pace, as it may be from time to time amended, revised or supplemented by Pace during the Agreement Term. All references to the Pace Paratransit Manual shall be deemed to be references to the most current provisions of the Pace Paratransit Manual. All references to any specific section, exhibit or provision of the Pace Paratransit Manual are for convenience only and shall be deemed to be references to any and all relevant provisions of the Pace Paratransit Manual.

Pace Vehicle. All Vehicles of every kind provided by Pace to the Service Provider at any time, whether before or after the execution of this Agreement and whether in connection with this Agreement or in connection with any prior agreement or relation between Pace and Service Provider or in connection with the provision of services pursuant to this Agreement or any prior agreement or relation, including, without limitation, all Vehicles listed in Exhibit B hereto, and all other Vehicles provided by Pace to Service Provider, whether or not listed on Exhibit B hereto.

Operating Expenditure. This term shall mean all expenses properly classified as operating expenses incurred by the Service Provider but in no event shall include:

- (a) any amount required to be paid by Service Provider to Pace pursuant to this Agreement or pursuant to any other agreement between Pace and Service Provider;
- (b) any expense not incidental to, or necessary for, the provision of the Transportation Services;
- (c) any excessive or unreasonable expense;
- (d) any expense for local government taxes, fees, licenses or other charges unless specifically included in the Approved Budget or its supporting documents or unless approved in writing by Pace;

- (e) any expense not made in conformance with the Approved Budget or at the direction or with the approval of Pace or pursuant to a requirement of federal or state law determined by Pace to be applicable;
- (f) any expense for insurance policies which are duplicative of coverage provided under Pace's Risk Management Program (as provided in Article XIII of this Agreement);
- (g) any expense resulting from the amortization or payment of any debt incurred prior to the Agreement Term or incurred without the approval of Pace;
- (h) any interest expense unless approved in writing by Pace;
- (i) any sinking fund expense;
- (j) any expense resulting from the amortization of any intangible cost to the extent it does not meet the evaluative criteria for allowable amortization established by Pace from time to time;
- (k) any depreciation expense;
- (l) any non-cash expense incurred or accrued without Pace's prior written approval; and
- (m) any expenses related to service identified in Exhibit D as not being reimbursed by Pace.

Risk Financing Program. The risk management program established by Pace to consolidate into a single comprehensive system the administration of all bodily injury and property damage claims asserted against Pace and Service Providers arising from Transportation Services provided with Pace vehicles, as the same may be from time to time amended or revised, as further described in Section 8.2 of this Agreement.

Transportation Revenue. All amounts properly classified as revenue or income generated by, derived from, attributable to or related to the Transportation Services during the Agreement Term, regardless of the date of collection. This term shall not include any funds agreed to by Pace to be designated as local share in an Approved Budget.

Transportation Services. The services specified in Subsection 2.1A of this Agreement and Exhibit D as the same may be modified from time to time pursuant to the provisions of Subsection 2.1B of this Agreement.

Vehicle. Any means of transportation or conveyance such as, but not limited to, a bus, a truck, a van, or an automobile.

## ARTICLE II

### SCOPE AND DESCRIPTION OF SERVICES

#### Section 2.1. Transportation Services.

**A. Transportation Services.** Throughout the Agreement Term, Service Provider, acting as an independent contractor for the benefit of Pace and not as an agent for Pace, agrees to provide the service as described in Exhibit D. As an integral part of providing such service, Service Provider shall at all times:

- (1) comply with all Pace service standards as set forth in the Pace Paratransit Manual;
- (2) comply with all of the other provisions of this Agreement;
- (3) take reasonable steps to assure the safety and reasonable comfort and convenience of the public utilizing such service;
- (4) comply with all policies, practices, procedures, terms and conditions as may be directed by Pace with regard to collection, security for and disposition of fares and other Transportation Revenue;
- (5) comply with all policies, practices, procedures, terms and conditions as may be directed by Pace with regard to matters such as passes, tickets, coupons, tokens, transfers, transfer systems, interconnections between different modes of transportation and interconnections between different transportation services;
- (6) comply with all of the policies, practices, procedures, terms and conditions required by use of federal, State of Illinois and RTA funds, including, without limitation, conditions pertaining to rates charged to students, elderly and handicapped persons, the prohibition of charter bus operations, the prohibition of school bus operations, employment, and reporting;
- (7) comply with all policies, practices, procedures, terms and conditions as may be directed by Pace with regard to the availability and distribution of schedules and other printed material related to such service and related transportation services;
- (8) conduct such services, and its business and operations as they relate to such services, in a safe, sound, economical and efficient manner;
- (9) comply with all Pace efforts to improve service efficiency; and
- (10) comply with all applicable provisions of federal, state and local law.

**B. Changes in Transportation Services.**

- (1) **Service Provider Initiated Changes.** Service Provider shall not, without the prior written approval of Pace, initiate or permit any change to the Transportation Services specified in Subsection 2.1A above or Exhibit D. Service Provider may propose changes in the Transportation Services by presenting a proposal therefore in writing to Pace at least 45 days in advance of the date on which the change is proposed to take effect. Such change shall not be implemented unless expressly approved in writing by Pace. Notwithstanding the foregoing, Service Provider may implement minor operational

changes that will neither (a) affect any fare or system for passes, transfers, interconnections or similar programs nor (b) substantially change the service area or service hours provided Service Provider first gives Pace at least 30 days notice of its intent to make such minor change and if Pace has not disapproved such proposed minor change in writing within 15 days following receipt of such notice. Service Provider may, in addition, make minor operational changes of an emergency nature without Pace approval; provided, however, that no such change shall be made that would increase reimbursement by Pace and provided, further, that Service Provider shall give Pace notice of each such minor change as soon as possible, and in no event later than 12 hours after it is made.

- (2) **Pace Initiated Changes.** Pace may modify the Transportation Services upon written notice to the Service Provider, to reflect decisions made by Pace with regard to the service design and operation of the service. Pace further reserves the right to modify the Transportation Services described in Exhibit D and to adjust the Approved Budget.
- (3) **Pace Discretion.** Nothing in this Subsection 2.1B shall be construed to require Pace to approve any change to the Transportation Services specified in Subsection 2.1A, and Pace may withhold its approval of any such change in its sole discretion.

**Section 2.2. Force Majeure.** Service Provider shall not be in default in its obligation to provide Transportation Services as herein required to the extent that it is unable to provide such services as a result of abnormally severe weather or road conditions, strikes or other labor stoppages, unavailability of sufficient vehicles through no fault of the Service Provider and other events and conditions that are beyond the reasonable ability of Service Provider to control or remedy and that render provision of such service impossible or not reasonably feasible. In any such case, Service Provider shall provide such modified or reduced services as are practicable under the circumstances and shall use all reasonable efforts to restore full services in accordance with this Agreement at the earliest possible time. Immediately upon the occurrence of, or the imminent threat of the occurrence of, any such event or condition, and prior to implementing any reduced or modified service, Service Provider shall notify Pace by telephone, with written confirmation as soon as possible thereafter, of:

- (1) The nature of the event or condition;
- (2) The actual or expected time of the occurrence of the event or condition and its expected duration;
- (3) The impact of the event or condition on Transportation Services;
- (4) The modified or reduced service that Service Provider proposes to provide during the continuation of the event or condition; and

(5) The steps Service Provider proposes to take to restore full service.

## ARTICLE III

### EQUIPMENT

#### Section 3.1. Provision of Equipment By Pace.

**A. Pace Rights With Respect to Pace Vehicles and Other Pace Equipment.** This Agreement applies to all Pace Equipment provided by Pace to Service Provider at any time. If Paragraph A of Exhibit B contains the word "NONE," and no Pace Equipment is provided to the Service Provider during the Agreement term, Section 3.1, Section 3.2, and Section 3.3 shall be of no force or effect; otherwise, it shall apply to any Vehicles listed in Exhibit B. Pace reserves the absolute right, in its sole discretion, (1) to determine the number and type of Pace Vehicles provided to Service Provider, (2) to substitute or replace any Pace Vehicles provided to Service Provider and (3) to direct the return to Pace or its designee of any or all Pace Vehicles at any time; provided, however, that in the absence of fault by Service Provider or other good cause, Pace shall not take action under this Paragraph 3.1A that would have the effect of preventing or materially and adversely affecting the ability of Service Provider to provide the Transportation Services as that service may be modified in accordance with Subsection 2.1(B)(2).

**B. Pace Equipment Provided; Inventory and Documentation.** Service Provider agrees to comply with all Pace procedures for handling Pace Equipment in accordance with the Pace Paratransit Manual. Service Provider agrees to cooperate fully with Pace in developing and maintaining an accurate inventory of all Pace Equipment from time to time in the possession of Service Provider. Service Provider shall complete and process all documentation necessary to evidence and record the receipt, possession, return or transfer of any Pace Equipment coming into, being in or leaving its possession, all as required by the Pace Paratransit Manual. Copies of all such documentation with respect to Pace Vehicles shall be attached to and become part of Exhibit B.

**C. No Consideration.** Service Provider shall not be required to pay any separate consideration for the use of the Pace Equipment during the Agreement Term.

**D. Service Provider Acceptance of Pace Equipment.** Service Provider shall accept delivery of Pace Equipment at such times and places within the six county region as Pace shall designate upon notice to Service Provider that such Equipment is available for delivery. In case of any unreasonable delay, neglect, refusal, or failure to accept any Pace Equipment

at the time and place designated, all costs and expenses incurred by Pace arising from such delay, neglect, refusal or failure shall be reimbursed by Service Provider immediately upon written demand by Pace. Such costs and expenses shall not be an Operating Expenditure for purposes of this Agreement.

**E. Pace Equipment Returns and Substitutions.** Any Pace Equipment that Pace designates to be returned or transferred shall, upon reasonable notice, be delivered by Service Provider at the time and to the place designated by Pace within the six county region. Service Provider also shall accept delivery of any substitute Pace Equipment at the time and place designated by Pace within the six county region. All terms and conditions of this Agreement shall apply to such substitute Pace Equipment.

**F. Surplus Pace Equipment.** Any Pace Vehicle not scheduled for use in providing or supporting the Transportation Services and not required as a spare, as determined by Pace, for a period of ten days or more shall be considered surplus Pace Equipment. Any other Pace Equipment not required, as determined by Pace, for providing Transportation Services or other services pursuant to this Agreement shall be considered surplus Pace Equipment. Pace may require Service Provider either to return such surplus Pace Equipment to Pace, to transfer it to Pace's designee or to store it at such locations as Pace may direct.

**G. Pace Right to Repossess Pace Equipment.** Upon the failure of Service Provider to return or deliver any Pace Equipment as directed by Pace, or if Service Provider fails to use, repair or maintain any Pace Equipment as required by this Agreement, Service Provider shall permit Pace, without demand, legal process, or a breach of the peace, to enter any premises where the Pace Equipment is or may be located and to take possession of and remove the Pace Equipment. Service Provider shall not prosecute or assist in the prosecution of any claim, suit, action, or other proceeding arising out of any such repossession by Pace. Service Provider shall reimburse Pace for any and all costs incurred by Pace in connection with actions taken by Pace pursuant to this Subsection. Such costs shall not be Operating Expenditures under this Agreement.

**H. Pace Equipment Inspection.** Pace shall have the right to inspect any and all Pace Equipment or cause any or all Pace Equipment to be inspected at any time, with or without prior notice to Service Provider. Pace shall also have the right to demand from time to time a written statement from Service Provider setting forth the condition of the Pace Equipment or any part of it. Service Provider shall furnish such a statement to Pace within ten days after receipt of Pace's demand therefore. Should Pace or its designee determine, in its sole discretion, that any Pace Equipment has not been maintained in accordance with this Agreement or the Pace Paratransit Manual, Pace or its designee shall report all deficiencies

to Service Provider in writing. Except for safety related deficiencies, which shall be corrected as soon as reasonably possible and prior to placing the vehicle in service, Service Provider shall have 30 days to correct the reported deficiencies.

**I. Return of Pace Equipment and Related Records Upon Termination.** Immediately following termination of this Agreement, whether by completion of the Agreement Term or any reason, Service Provider shall surrender and deliver to Pace all Pace Equipment and related records as required by Section 11.4 of this Agreement.

**J. Title to Pace Equipment; Licensing and Registration.** Service Provider acknowledges and agrees that Pace owns all the Pace Equipment. All Pace Vehicles shall be licensed and registered by Pace in the name of Pace and at the expense of Pace. Nothing contained herein shall affect Pace's absolute ownership of and title to the Pace Equipment, such ownership and title being hereby expressly reserved to and retained by Pace. Service Provider shall not obtain, acquire or otherwise be construed to own any property or other interest in the Pace Equipment except the right to use it for the purposes and on the conditions stated in this Agreement during the Agreement Term. Service Provider further agrees that it will not, in any manner, allow or permit the Pace Equipment, or any part of it, to be pledged, seized, or held for any tax, debt, lien or other obligation. Should the Pace Equipment, or any part of it, become subject to or encumbered by any tax, debt, lien or other obligation during the Agreement Term, or before the actual delivery of the Pace Equipment to Pace after the Agreement Term, Service Provider shall, subject to its right to in good faith protest any such tax, debt, lien or other obligation, promptly pay or discharge such tax, debt, lien or other obligation and relieve such Pace Equipment from the encumbrance thereof.

**K. Warranty.** NEITHER PACE NOR SERVICE PROVIDER IS THE MANUFACTURER OF THE PACE EQUIPMENT NOR THE MANUFACTURER'S= AGENT, AND NEITHER MAKES ANY EXPRESS OR IMPLIED WARRANTY OF ANY NATURE REGARDING THE PACE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; ITS DESIGN OR CONDITION; ITS WORKMANSHIP; ITS FREEDOM FROM LATENT DEFECTS; ITS COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT; OR ITS NONINFRINGEMENT OF ANY PATENT, TRADEMARK OR LICENSE. Provided that Pace or the manufacturer has supplied required warranty documents to Service Provider, Service Provider shall take all actions it is authorized to take under this Agreement to preserve any and all manufacturers' warranties regarding the Pace Equipment. This Agreement shall not operate to release or waive any rights of Pace or Service Provider against any person not a party hereto, including the manufacturer of the Pace Equipment.

**Section 3.2. Maintenance of Pace Equipment by Service Provider.**

**A. Maintenance Requirements.** Service Provider shall at all times maintain all Pace Equipment in good mechanical condition in conformity with all applicable safety practices, laws and regulations. In addition, Service Provider shall at all times maintain all Pace Equipment in accordance with the terms and provisions of this Agreement, all maintenance policies, practices, procedures, conditions and requirements contained in the Pace Paratransit Manual and all manufacturers= maintenance schedules and warranty requirements. Service Provider shall perform all preventive maintenance required pursuant to the Pace Paratransit Manual. Service Provider shall keep both the exterior and interior of all Pace Vehicles neat, clean and in first class condition at all times. Service Provider shall be responsible to assure that all Pace Vehicles are maintained at all times so as to meet the requirements of the Illinois Department of Transportation and to assure that all Pace Vehicles have valid Illinois Department of Transportation stickers affixed to them at all times.

**B. Maintenance Records.** Service Provider shall prepare and maintain accurate records relating to all maintenance work performed by or for Service Provider on all Pace Equipment and in that regard shall comply with the provisions of Article VII of this Agreement and with all applicable Pace policies, practices, procedures, conditions and requirements as set forth in the Pace Paratransit Manual. Service Provider shall maintain a separate maintenance file for each Pace Vehicle containing all maintenance records pertaining thereto. Service Provider shall also complete, maintain and transmit to Pace all maintenance forms required in the Pace Paratransit Manual, and any other records requested by Pace including, without limitation, Vehicle maintenance records, fuel consumption records and all records required under Pace=s preventive maintenance program.

**Section 3.3. Operation of Pace Equipment By Service Provider.**

**A. General Operating Standard.** Service Provider shall use and operate all Pace Equipment in accordance with the terms and provisions of this Agreement, the operating procedures set forth in the Pace Paratransit Manual and all applicable federal, state and local laws and regulations and solely for the purpose of providing the Transportation Services or as otherwise approved in writing by Pace.

**B. Pace Vehicle Identification.** Service Provider shall not change or obstruct in any way, and shall maintain, all identification markings and decals on all Pace Vehicles as supplied and affixed by Pace. Unless otherwise approved in writing by Pace, Service Provider shall

not affix to or display on any Pace Vehicle any identification marking or decal other than those supplied and affixed by Pace.

C. Storage of Pace Equipment. Service Provider shall store all Pace Equipment at suitable locations where such Equipment is protected from vandalism and theft. Indoor storage shall have adequate fire protection, which complies with all applicable federal, state and local laws and regulations and shall have the approval of the Fire Underwriters' Laboratory.

D. Fareboxes. Except as expressly approved in writing by Pace, Service Provider shall utilize only fareboxes and related equipment provided by Pace. Service Provider shall install and maintain such fareboxes in good condition.

Section 3.4. Service Provider Vehicles.

A. Applicability of Section. Vehicles, if any, to be supplied by Service Provider for use in connection with providing the Transportation Services must comply with the requirements of this section.

B. Duty to Maintain Service Provider Vehicles. Service Provider shall at all times maintain all Service Provider Equipment in good mechanical condition in conformity with all applicable safety practices, laws and regulations and in accordance with standards set forth in the Pace Paratransit Manual. Service Provider shall keep both the exterior and interior of all Service Provider Vehicles neat, clean and in first class condition at all times. Service Provider shall be responsible to assure that all Service Provider Vehicles are maintained at all times so as to meet the requirements of the Illinois Department of Transportation and the Pace Paratransit Manual and to assure that all applicable Service Provider Vehicles have valid Illinois Department of Transportation stickers affixed to them at all times.

**ARTICLE IV**  
**EMPLOYEES**

Section 4.1. Compliance with Federal, State and Local Laws. Service Provider agrees that with respect to persons employed by it to provide the Transportation Services and Other Services, it will comply with all applicable federal, state, and local labor laws including, but not limited to, any and all laws relating to the minimum wages to be paid to its employees, limitations upon the employment of minors, minimum fair wage standards for minors, the payment of wages due employees, and all applicable regulations established to protect the health and safety of employees, passengers, and the public-at-large. Service Provider also agrees to provide the employee protection, if required, under Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, 49 U.S.C. 1609(c), and Section 2.16 of

the Regional Transportation Authority Act, (70 ILCS 3615/2.16), for persons employed by it to provide the Transportation Services.

**Section 4.2 Employees.** Service Provider shall employ only such persons as are competent and qualified to provide the Transportation Services in accordance with the requirements of this Agreement and Pace policies, practices, procedures and standards. All employees shall meet all applicable qualifications established by federal, state and local laws and regulations. Drivers shall display proper courtesy toward passengers and maintain a neat and clean appearance. Service Provider shall comply with all federal and Pace requirements relating to drug and alcohol testing. Service Provider shall participate in driver training programs, if any, established by Pace during the Agreement Term and shall comply with driver and safety standards set forth in the Pace Paratransit Manual. Failure by Service Provider or any Third Party Provider of Service Provider to comply with said requirements shall constitute grounds for nonpayment of the Service Reimbursement Amount for the duration of such noncompliance.

**Section 4.3. Employment Contracts and Labor Agreements.** Service Provider shall notify Pace of any labor negotiations being conducted with its employees and shall keep Pace fully informed of the status and progress of such negotiations.

## ARTICLE V

### NON-DISCRIMINATION, EQUAL EMPLOYMENT AND BUSINESS OPPORTUNITY

**Section 5.1. Compliance With Federal, State and Local Laws.** Service Provider shall comply with all applicable federal, state and local anti-discrimination and equal employment and business opportunity laws and regulations, including, but not limited to, the Age Discrimination in Employment Act, as amended, 29 U.S.C. ' ' 621 *et seq.*, Title VII of the Civil Rights Acts of 1964, as amended, 42 U.S.C. ' ' 2000e *et seq.*, the Civil Rights Acts of 1866 and 1871, 42 U.S.C. ' ' 1981 and 1983; and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*

**Section 5.2. Equal Employment Opportunity.** Service Provider shall comply with all of the affirmative action, equal employment opportunity and disadvantaged business enterprise requirements in Exhibit E.

**Section 5.3. Failure to Comply.** In the event Service Provider's noncompliance with any provision set forth in Exhibit E or with any federal, state, or local anti-discrimination or equal employment or business opportunity law, including but not limited to those identified in Section 5.1 hereof, results in Service Provider being declared non-responsible and, therefore, ineligible for future contracts or subcontracts with the State of Illinois or any of its political

subdivisions or municipal corporations, this Agreement may be canceled or voided by Pace in whole or in part, and such other sanctions, penalties or remedies as may be provided by law or regulation may be imposed or invoked.

## ARTICLE VI

### REPORTS AND RECORDS

**Section 6.1. Reports, Forms and Statements Required.** Service Provider shall furnish Pace with all reports required by the Pace Paratransit Manual in accordance with the due dates specified therein. In addition, Service Provider shall furnish Pace, on a timely basis, with the following documents:

- (1) A monthly listing of any reports and documents in any way related to the Transportation Services filed by Service Provider with any government or government agency. Upon request, Service Provider shall provide Pace with a copy of any such reports and documents.
- (2) All written forms and documentation required for the administration of Pace's programs concerning students, the elderly and the handicapped. Said forms and documentation shall be furnished by Service Provider to the United States and Illinois Departments of Transportation upon Pace's request.
- (3) All correspondence, papers, notices, accident reports or documents of any nature received by Service Provider in connection with any claim or demand involving or related to Transportation Services or the Equipment.
- (4) All records required pursuant to Section 11.4 of this Agreement.
- (5) Such other reports, forms and statements as may be required by this Agreement or by federal, state or local laws or regulations or by order of any duly constituted authority.

**Section 6.2. Records.** Service Provider shall create and maintain accurate and complete records of all Transportation Services performed, all time spent, all materials, equipment and supplies purchased, and costs incurred in the performance of the Transportation Services pursuant to this Agreement, including all records required by this Agreement, the Pace Paratransit Manual or any applicable law or regulation. Unless Pace shall consent in writing to the destruction of any such records, and except for records required to be delivered to Pace at the end of the Agreement Term, Service Provider shall make said records available for review, inspection and audit in accordance with Section 6.3 below during the entire Agreement Term and for three years thereafter, or such longer period as may be required by law or any applicable grant; provided, however, that prior to the disposal or destruction of any such record by Service Provider following said period, Service Provider shall give notice to

Pace of any record or records to be disposed of or destroyed and the intended date, which shall be at least 90 days after the effective date of such notice, of disposal or destruction. Pace shall have 90 days after receipt of any such notice to give notice to Service Provider not to dispose of or destroy said record or records and to require Service Provider to deliver such record or records to Pace or its designee, at Pace's expense, on a confidential basis if appropriate.

**Section 6.3. Inspections and Audits.** Pace shall have the right, with or without prior notice to Service Provider, to review, inspect and audit all Transportation Services performed pursuant to this Agreement, and all information and records related thereto, at all reasonable times during and following the performance of the Transportation Services. The phrase "all information and records related thereto" as used in this Section shall mean all information and records under the control or supervision of, or reasonably available to, Service Provider relating to this Agreement or the Transportation Services that are reasonably necessary for Pace to verify or audit Service Provider's performance under this Agreement, or the accuracy or appropriateness of any Operating Expenditure or portion thereof, ridership information, or Service Provider's compliance with this Agreement or any portion thereof, including but not limited to all data, samples, records, reports, documents, memoranda, maps, estimates, specifications, notes, studies, tapes, photographs, film, computer programs or drawings, whether in preliminary, draft, final or other form. Pace shall perform such review, inspection or audit in a manner that will not unduly delay or interfere with Service Provider's performance under this Agreement. Service Provider shall cooperate with Pace, and provide reasonable facilities to Pace to assist Pace in any such review, inspection or audit. Pace may perform any such review, inspection or audit through an officer, employee, or other designated agent. Service Provider shall promptly remit to Pace any overpayments identified as a result of inspection and audit.

## ARTICLE VII

### THIRD PARTY PROVIDERS

**Section 7.1. Requirements.** "Third Party Providers" as used in this Agreement are any other parties who, pursuant to contract or agreement with the Service Provider, directly provide a significant part of the Transportation Services. Service Providers using Third Party Providers to provide the service shall follow the procedures in the Pace Paratransit Manual for obtaining and utilizing such providers. All service provided by a Third Party Provider to a Service Provider shall be competitively solicited at least once every four years and as frequently as once a year if required by Pace. Contracts with Third Party Providers shall be

made in accordance with applicable laws. All such agreements shall be in writing with a copy provided to Pace. Submission of the third party agreement to Pace does not release the Service Provider from any obligation under this Agreement, nor operate as a waiver of any rights of Pace under this Agreement. The Service Provider shall cause each of its Third Party Providers to comply with all applicable provisions of this Agreement and the Pace Paratransit Manual as if the name of the Third Party Provider has been substituted for the name of the Service Provider therein. In the event that Pace Equipment is to be used by a Third Party Provider, such Third Party Provider shall execute a written sublease in a form approved by Pace prior to the use of Pace Equipment.

## ARTICLE VIII

### RISK FINANCING PROGRAM AND INSURANCE REQUIREMENTS

**Section 8.1. General Requirements.** The Service Provider shall be required to comply with the Pace Paratransit Manual for all Vehicles used to provide the Transportation Services whether those Vehicles are owned by Pace, the Service Provider, or a Third Party Provider. Service Provider shall immediately notify Pace of any accidents or incidents.

**Section 8.2. Risk Financing Program.** All Pace Vehicles used in the provision of Transportation Services pursuant to this Agreement shall be included in Pace's Risk Financing Program. The Pace Risk Financing Program shall provide commercial auto liability coverage to Service Provider and any Third Party provider for any claims of bodily injury, death, or property damage arising directly out of the provision of Transportation Services provided with vehicles owned by Pace as described in this Agreement, within the scope of Pace's Self-Insured Retention and up to the liability limits of such excess insurance that Pace may purchase, *subject to the following terms, conditions, and exclusions:*

- (a) Pace specifically excludes from insurance coverage afforded to Service Provider and Third Party Provider herein any claims, actions, damages arising as the result of willful and wanton, reckless, or intentional conduct of Service Provider and/or Third Party Provider, its officers, agents, employees, contractors, sub-contractors, agents or volunteers.
- (b) Pace specifically excludes from insurance coverage afforded to Service Provider and Third Party Provider herein claims of injury or death brought directly or indirectly

against Pace, the Service Provider, or the Third Party Provider by any employee of the Service Provider, the Third-Party Provider, or any contractors or sub-contractors of the Service Provider or Third Party Provider arising out of or in connection with the Transportation Services described in this Agreement.

- (c) The policies of excess insurance purchased by Pace and Pace's Self-Insured Retention shall be primary over insurance carried by the Service Provider or its Third Party Provider for claims within the scope of Pace's Risk Financing Program. Any insurance or self insurance maintained by Service Provider and Third Party Provider shall be in excess of Pace's Self Insured Retention and the policies of excess insurance purchased by Pace, without right of contribution, for claims within the scope of Pace's Risk Financing Program.
- (d) The Service Provider and its third party provider shall be named as additional insureds in all policies of excess insurance for auto liability coverage purchased by Pace above its self-insured retention.
- (e) Service Provider and/or Third Party Provider shall provide immediate *written* notice of any and all accidents, incidents, claims, and lawsuits to Pace, in the form provided in accordance with the provisions of the Pace Paratransit Manual, including promptly updating Pace in writing when a previously reported incident or accident results in a claim or lawsuit, or a previously reported claim results in a lawsuit.
- (f) With respect to any lawsuit that is within the scope of coverage afforded by this Section 8.2, Pace shall have the right and duty to defend the Service Provider and/or Third-Party Provider, including the right to select defense counsel and control the defense of such lawsuit. In the event of any conflict of interest that would prevent Pace from controlling such defense or that would require Pace to allow the Service Provider or Third Party Provider to select independent defense counsel, Pace will reimburse the reasonable attorneys fees and expenses incurred in such defense by the Service Provider or Third Party Provider, provided however that the hourly rates of such counsel shall not exceed the hourly rates ordinarily paid by Pace to its outside counsel for defense of similar types of lawsuits. Pace shall not have any duty to defend the Service Provider or Third-Party Provider for any claims that are excluded from the coverage of this section, including any claims within the scope of

subparagraphs (a) or (b). If a lawsuit includes claims that are both covered and not covered by this Section 8.2, Pace's duty to defend only extends to those portions of the suit that are within the scope of coverage of Section 8.2, and not to any excluded claims. Pace's duty to defend under this paragraph shall cease if and when the limits of auto liability coverage are exhausted of any excess insurance policies purchased by Pace.

(g) Service Provider shall, and shall require its employees, subcontractors and any Third Party Provider, to cooperate with and assist Pace and any claims service agencies, investigators and attorneys employed by or on behalf of Pace in the administration, investigation and defense of any and all claims for bodily injury or property damage, or physical damage to any Pace vehicle asserted against Pace or Service Provider arising out of the provision of Transportation Services pursuant to this Agreement.

(h) The Service Provider's, its subcontractor's or its third party provider's failure to comply with the requirements of this Section shall relieve Pace of any and all obligations that Pace may have under this Article VIII.

**Section 8.3. Loss Prevention.** Service Provider shall, upon written notice from Pace specifying and documenting claims or other evidence of incompetence, inattention, carelessness or other fault on the part of Service Provider or any of Service Provider's employees, promptly take all lawful and reasonable steps to prevent claims or losses as a result of such incompetence, inattention, carelessness or other fault. This Section shall not, however, be construed to require Service Provider to take any action in violation of its obligations under any labor agreement or other employment contract.

**Section 8.4. Requirements for non-Pace Vehicles.** Claims arising from non-Pace owned Vehicles are not within the scope of the Pace Risk Financing Program. The Service Provider shall provide the following liability insurance coverage for all claims arising out of non-Pace owned Vehicles used in providing the Transportation Services:

- (1) For all taxicabs; the minimum Automobile Liability coverage, including Uninsured and Underinsured Motorists coverage, required by law, and
- (2) for all other vehicles; commercial Automobile Liability Insurance Coverage with a minimum Combined Single Limit (CSL) of \$5,000,000 Each Occurrence and \$5,000,000 Aggregate and Commercial General Liability Coverage with at least the following limits:

\$5,000,000 General Aggregate  
\$5,000,000 Each Occurrence Limit  
\$5,000,000 Products/Completed Operations Hazard Aggregate  
Limit  
\$5,000,000 Personal & Advertising Injury Liability Limit  
\$10,000 Medical Expense Limit (Per Person)

Each Insurance Company providing all Pace required coverage must have a minimum A.M. Best rating of A- VII using the most current data available from A.M. Best Property/Casualty Rating Company.

Contractor, Third Party Provider or any subcontractor shall name Pace Suburban Bus Service as additional insured in its liability policies, as set forth below, and agrees to waive and will require its insurers to waive all rights against the other party, as relates to this Agreement on all of the insurance coverage required under this Agreement.

The insurance policies shall be endorsed to provide that the Suburban Bus Division of the Regional Transportation Authority d/b/a Pace, and the Regional Transportation Authority and their employees are named as additional insured for "liability for 'bodily injury', 'property damage', and 'personal injury' caused in whole or in part, by our acts or omissions or the acts or omissions of those acting on our behalf: (a) in the performance of our ongoing operations; or (b) for claims brought on behalf of our employees, agents, or subcontractors and their employees," in a form providing no less coverage than that provided by the Insurance Service Office's Owners, Lessees or Contractors - Form B [ISO 20 10], on a primary basis, without right of contribution from Pace, for any liability arising from the operation of non-Pace owned vehicles. The coverage shall contain no special limitations on the scope of its protection to the above listed insureds.

The Contractor's insurance must contain the standard Separation of Insureds provision or an endorsement providing that, except with respect to limits, the insurance applies separately to each insured.

The Contractor and any subcontractors shall provide that there will be no recourse against Pace Suburban Bus Service as additional insured for the payment of premiums, additional premiums or assessments, it being understood that these are obligations of the party providing such insurance pursuant to this Agreement.

The Contractor's insurance shall be primary over any other insurance carried by Pace, including self-insurance. In the event the policies should be changed or canceled, said change or cancellation shall not be effective until 30 days after Pace has received notice of such change or cancellation from the insurance company.

The Service Provider shall comply with all accident and incident notification and reporting requirements provided for in the Pace Paratransit Manual including Chapter 5 on accident incident reporting and Chapter 6 on personnel standards and rules including drug/alcohol testing requirements.

## ARTICLE IX INDEMNIFICATION

**Section 9.1 General.** To the fullest extent permitted by law and within the limits of Pace's self insured retention and the excess/umbrella auto liability insurance policies purchased by Pace, Pace shall indemnify and hold harmless Service Provider and its third party provider, their officers, agents, and employees from and against any and all auto liability claims, suits, losses, damages and expenses, which may arise out of the operation of transportation services provided with Pace owned vehicles pursuant to the 2011 Paratransit Service Provider Agreement, provided that Service Provider and its third party provider comply with the notice and cooperation requirements stated in Section 8.2 above, regardless of whether or not it is caused in whole or in part by any negligent act or omission of Service Provider or its Third Party Provider, their officers, agents or employees. This indemnification does not extend to willful and wanton, reckless or intentional conduct of the Service Provider or Third Party

Provider and is specifically excluded from this indemnification and insurance coverage, including self-insurance.

Service Provider and its Third Party Provider shall indemnify, hold harmless, and defend Pace and the Regional Transportation Authority, their board members, officers, employees, agents and attorneys from and against (a) all auto liability claims, suits, losses, damages and expenses, which may arise out of the operation of transportation services provided with non owned Pace vehicles in providing services pursuant to the 2012 Paratransit Service Provider Agreement; (b) any claims, suits, actions, damages which arise out of the willful and wanton, reckless or intentional acts of the Service Provider or its Third Party Provider in the performance of this agreement; and (c) claims brought directly or indirectly against Pace by an employee of the Service Provider, or an employee of Service Provider's contractors or sub-contractors (Third Party Provider), or arising out of any injury or death of Service Provider's employee, or an employee of Service Provider's contractors or subcontractors (Third Party Provider), in connection with the Transportation Services described in this Agreement..

The indemnities contained in this Section shall survive termination of this Agreement.

**Section 9.2. Service Provider's Damages.** Except as expressly provided in Article VIII or Article IX of this Agreement, Pace shall not be responsible to Service Provider or to any of its officers, employees, agents or attorneys for any loss of business or other damage caused by an interruption of the Transportation Services, or for the time lost in repairing or replacing any Pace Equipment, or for any loss, injury, or damage arising out of or relating to Pace's failure to deliver Pace Equipment, or for any other losses or damages sustained by the Service Provider hereunder. Except as expressly provided in Article VIII or Article IX of this Agreement, Pace assumes no liability or responsibility for any acts or omissions of Service Provider, or of Service Provider's officers, employees, agents or attorneys, or for any property of Service Provider or any other person that is damaged, lost, or stolen in the performance, or as a result of the performance, of this Agreement.

## ARTICLE X

### PAYMENT, BUDGET AND ACCOUNTING

**Section 10.1. Maximum Service Reimbursement Amount.** Pace hereby agrees to pay the Service Provider a service reimbursement in an amount as limited by the Approved Budget

and further limited by (i) the Paratransit Service Reimbursement Guidelines shown in Exhibit C and (ii) the other provisions of this Article X. Pace may change the Paratransit Service Reimbursement Guidelines of the Paratransit Program and/or level of fares and such new guidelines and fare shall be used to determine Pace's maximum reimbursement obligation. If the Pace Board revises the Paratransit Reimbursement Guidelines during the term of this Agreement, then such new guidelines shall be effective for the remainder of the Agreement Term subject only to a sixty day notice period during which time the old guidelines would remain in effect.

**Section 10.2. Payment of Reimbursement.** Pace shall make monthly payment installments of the service reimbursement based on the receipt of a properly prepared Monthly Report and related required documentation. During January and February, the monthly installments shall be one-twelfth of the Service Reimbursement Amount in accordance with the Approved Budget. Each of the remaining monthly payment installments shall be based on the Monthly Report for the month that is two months prior to the month during which the report is submitted and payment is due. Such material must be received by Pace by the close of business on the day specified in the Pace Paratransit Manual in order to be processed and paid during the submitted month. Any late or improperly prepared submissions shall not be considered for payment until the next month. After all Monthly Reports have been received for the Agreement Term, a final calculation of the service reimbursement amount shall be made. If a credit is due to either party, such party shall pay the amount of such credit to the other party within 30 days following demand therefore.

**Section 10.3. Limitations on Payments.** In addition to any other remedy provided herein, if Service Provider materially fails to comply with any term of this Agreement, or fails to take corrective action as directed by Pace, Pace may withhold payments pending Service Provider's actions to achieve compliance or take corrective action.

Notwithstanding any other provision of this Article, no payment of the Service Reimbursement Amount, or any installment thereof, shall be due, owing or made in violation of any of the following limitations:

- (1) No monthly installment due in any month shall be paid unless the Reports required pursuant to the Pace Paratransit Manual have been filed with Pace in accordance with said Section.
- (2) No payment shall be made if Pace should find or has reason to believe that the Monthly Reports have not been prepared in accordance with sound financial and management practices. Pace shall withhold payment until such issues are resolved.
- (3) Payments shall not exceed the Approved Maximum Service Reimbursement Amount. Any payments made after January 1, 2012 pursuant to any prior reimbursement

agreement between the parties whose term extended into calendar year 2010 shall be deemed to be payments made under this Agreement with the exception of payments due for service provided prior to January 1, 2012.

(4) No payment shall be made with respect to any Operating Expenditure incurred or accrued in violation of this Agreement or any provision of the Pace Paratransit Manual.

**Section 10.4. Funding Availability.** Notwithstanding anything to the contrary, including in particular (but not limited to the provisions of Section 10.1), it is expressly agreed that the obligation of Pace to pay the Service Reimbursement Amount shall be limited to the availability of funds from Pace's revenues and budget for Pace's fiscal year so that in the event Pace determines that funds are not available, Pace's obligations to pay any such unpaid part or parts of the Service Reimbursement Amount shall be terminated forthwith and Pace shall have no further obligations to make any payments to Service Provider under the Agreement. In the event that Pace determines that no funds will be available to pay the Service Reimbursement Amount, the Service Provider shall be given written notice thereof in accordance with Section 11.2.

**Section 10.5. Transportation Revenue.** All Transportation Revenue shall be the property of the Service Provider. Service Provider shall comply with Pace policies, practices and procedures relating to the collection, security, and accounting of all Transportation Revenue as set forth in the Pace Paratransit Manual. Should the Service Provider decide to allow any passengers to travel at less than the minimum fares for paratransit established by the Pace Board, then the difference between the minimum Pace fare and fares charged shall be funded by the Service Provider and such funds shall be considered Transportation Revenue.

**Section 10.6. Accounting and Reporting Standards.** Service Provider shall maintain its books and records, and shall prepare, maintain and file reports, relating to this Agreement and the Transportation Services in accordance with generally accepted governmental accounting principles, Section 15 of the United States Urban Mass Transit Act, the Pace Paratransit Manual, the Approved Budget and any documentation submitted by Service Provider, and approved by Pace, in support of the Approved Budget. In case of any conflict in the aforesaid standards, Service Provider shall seek specific direction from Pace and, pending receipt of such direction, shall comply with that standard that most fairly, accurately and completely records and reports the results of operations.

**Section 10.7. Budget Amendments.** Pace shall have no obligation to revise the Approved Budget or to increase the Approved Maximum Service Reimbursement Amount or any Line Item Budget Maximum.

Section 10.8. Capital Expenditures. Pace is not obligated to provide any grant funds to the Service Provider for capital purchases. Any Capital Asset paid for with the proceeds of any payment made by Pace shall be the property of Pace and shall be added to Exhibit B or to the inventory of Pace Equipment required pursuant to Subsection 3.1B and shall be returned to Pace at the end of the Agreement Term.

Section 10.9. Subsequent Service Reimbursement. In order to permit Pace to evaluate the merits of entering into a new service reimbursement agreement for Transportation Services with Service Provider following the end of the Agreement Term, Service Provider shall, during the Agreement Term and pursuant to this Section, cooperate with Pace to develop a proposed budget for the calendar year following the Agreement Term. On or before July 1 of the Agreement Term, or such other date as Pace may specify in a service reimbursement application solicitation request, Service Provider shall submit its formal Service Provider application to Pace in the format specified by Pace. Nothing in this Section shall, however, obligate either Pace or Service Provider to agree to any reimbursement estimate or to enter into any new agreement.

## ARTICLE XI

### TERM

Section 11.1. Term. The term of this Agreement shall be one year commencing on the 1st day of January, 2012, and terminating after the last scheduled service on the 31st day of December, 2012.

Section 11.2. Termination for Impossibility of Performance. This Agreement may be terminated, in whole or in part, upon seven days written notice given by Pace to Service Provider in the event that the Illinois General Assembly, the Regional Transportation Authority or any funding source fails in any fiscal year to appropriate or otherwise make available sufficient funds, as determined in the sole discretion of Pace, to cover payments to be made to Service Provider pursuant to Article X hereof, or if any Vehicle(s) necessary to perform the Transportation Services hereunder (are) is unavailable for any reason, as determined in the sole discretion of Pace.

The termination of this Agreement shall not be in any manner prevented or affected by the fact that Service Provider may have already partially or fully performed its obligations under this Agreement in respect to any unpaid part or parts of this Agreement by the time it is determined by Pace that it will be unable to pay the remaining unpaid part or parts of this Agreement.

### Section 11.3 Termination for Service Provider Default

A. Immediate Termination. This Agreement shall be terminated, and the Agreement Term shall end, 24 hours after written notice of such termination given by Pace to Service Provider in the event that Service Provider shall, for any reason, other than as specified in Section 2.2 of this Agreement, cancel, eliminate or reduce or diminish service without prior written approval from Pace.

B. Termination Following Failure To Cure. This Agreement shall be terminated, and the Agreement Term shall end, if the Service Provider violates any other material obligation under this Agreement or fails to timely perform any other material obligation under this Agreement and such violation or failure shall continue for a period of 21 days after Service Provider receives written notice from Pace describing in reasonable detail the nature of the violation or failure; provided, however, that in the event such violation or failure cannot be cured within said 21 day period notwithstanding diligent and continuous effort by Service Provider and Service Provider shall have promptly commenced to cure the violation or failure and shall have thereafter prosecuted the curing of same with diligence and continuity, then the period for curing such violation or failure shall be extended for such period as Pace may determine to be necessary for curing such violation with diligence and continuity.

C. Obligations Following Termination. Pace's obligations upon termination of this Agreement in any manner and for any purpose authorized by this Article XI shall be limited to payment of reimbursement obligations for services rendered by Service Provider up to the date of said termination. Immediately upon termination of this Agreement in any manner and for any purpose, Service Provider shall comply with the provisions of Section 11.4 below. In addition, Service Provider shall be liable to Pace for all damages incurred as a result of any violation or failure that leads to termination of this Agreement. Said damages shall include, but shall not be limited to, all court costs, and attorneys' fees and disbursements incurred in connection with enforcing or defending Pace's rights hereunder.

Section 11.4. Return of Pace Equipment and Records Upon Termination. Immediately following the Agreement Term, Service Provider shall surrender and deliver to Pace at such time or times and at such location or locations within the six-county region as Pace may designate:

- (1) All Pace Vehicles and Other Pace Equipment in good operating order, repair and condition, reasonable wear and tear and normal depreciation excepted; and
- (2) All records pertaining to all Pace Vehicles and Other Pace Equipment, including, without limitation, all preventative maintenance reports and vehicle repair reports.

Pace shall have the right to inspect the premises of the Service Provider and to remove any Pace Equipment or any such records that remain in the possession of Service Provider. Pace, in its sole discretion, shall determine the condition of surrendered and returned Pace Equipment and the extent of any wear and tear, depreciation or damage. Service Provider shall make, or cause to be made, any and all repairs deemed necessary by Pace to place the surrendered and returned Pace Equipment in the condition required by Sections 3.1 and 3.2 of this Agreement. Such repairs shall be completed within 21 days following Pace's written demand that they be undertaken. If any such repairs are the result of Service Provider's failure to comply with the provisions of this Agreement, the cost thereof shall not be reimbursable by Pace under this Agreement. If Service Provider fails to make such repairs, then Pace shall have such repairs performed and Service Provider shall reimburse Pace for the cost of such repairs within 30 days after a receipt for such costs is provided to Service Provider.

## ARTICLE XII

### COVENANTS AND REPRESENTATIONS

Section 12.1. General. Service Provider hereby makes the covenants and representations with and to Pace as described in this Article and hereby agrees to abide by each and every one of them.

Section 12.2. Corporate Existence and Power. Service Provider is duly organized, validly existing and in good standing under the laws of the State of Illinois, and has the legal power and authority to enter into this Agreement and to provide, engage in and carry out the Transportation Services. Service Provider shall maintain its corporate identity and shall make no attempt to cause its corporate existence to be abolished during the Agreement Term.

Section 12.3. Authorization. Service Provider has been duly authorized to execute this Agreement by its corporate authorities by ordinance duly adopted, and the execution and delivery of this Agreement by all of the parties signatory hereto shall constitute a valid and binding obligation of Service Provider, enforceable in accordance with its terms, and the making of and compliance by Service Provider with the terms and conditions of this Agreement will not result in any breach or violation of, or default under, any judgment, decree, mortgage, contract, agreement, indenture or other instrument applicable to Service Provider.

Section 12.4. Approvals Received. All such approvals, consents, permits, licenses, authorizations, or modifications as may be required to permit the performance by Service

Provider of its obligations under this Agreement have been obtained from the appropriate governmental authorities or other persons or entities.

**Section 12.5. No Material Litigation.** No litigation, investigation or proceeding of or before any court, governmental authority or arbitrator is pending or, to the knowledge of Service Provider, threatened by or against Service Provider, or against any of its properties or revenues (1) with respect to this Agreement, or (2) which is reasonably likely to have a material adverse effect on the operations, property or financial condition of Service Provider.

**Section 12.6. No Default.** Service Provider is not in default under or with respect to any obligation in any respect that could be materially adverse to the business, operations, property or financial condition of Service Provider or that is reasonably likely to materially adversely affect the ability of Service Provider to perform its obligations under this Agreement.

**Section 12.7. No Burdensome Restrictions.** No obligation of Service Provider and no requirement of law materially adversely affects, or insofar as Service Provider Agency may reasonably foresee may so affect, the business, operations, property or financial condition of Service Provider or the ability of Service Provider to perform its obligations under this Agreement.

**Section 12.8. No Sale, Lease or Encumbrance.** Service Provider will not sell, lease, loan, or in any manner dispose of any Pace Equipment during the Agreement Term.

**Section 12.9. Payment of Obligations.** Service Provider shall pay and discharge all of its obligations and indebtednesses with respect to the Transportation Services and with respect to the Service Provider Vehicles, if any; provided, however, that any such obligation or indebtedness need not be paid if the validity thereof shall currently be contested in good faith by appropriate proceedings and if Service Provider shall have set aside on its books adequate reserves with respect thereto, except that all such obligations and indebtednesses shall be paid forthwith upon an adverse decision in such proceedings and the exhaustion of available appellate relief with respect thereto.

**Section 12.10. Compliance With Applicable Laws.** Service Provider shall comply with all federal, state and local statutes, laws, rules, regulations and orders applicable to the Transportation Services.

**Section 12.11. Compliance With Agreement Conditions.** Service Provider shall comply with all conditions of, and all laws and regulations and all Pace policies, practices and procedures applicable to, any federal, state or local grant received by Pace or by Service Provider at any time with respect to the Transportation Services or the Equipment, including the Pace Paratransit Manual.

Section 12.12. No Bar From Public Contracts. Service Provider warrants and represents that the statements contained in the Service Provider=s Certification in Exhibit F hereto are true and correct.

Section 12.13. Opinion of Counsel. Service Provider shall provide to Pace, at or before the time Service Provider executes this Agreement, an opinion of an attorney licensed to practice law in the State of Illinois in the form provided in Exhibit G.

## ARTICLE XIII

### GENERAL PROVISIONS

Section 13.1. Complete Agreement. This Agreement, including the Exhibits hereto and the Pace Paratransit Manual, constitutes the entire Agreement between the parties hereto, except as it may be amended as provided by this Article.

Section 13.2. Exhibits; Pace Paratransit Manual; Conflicts. Exhibits A through G attached to this Agreement and the Pace Paratransit Manual (as such Manual may be amended from time to time and as supplemented with Pace directives) are incorporated herein and made a part hereof by this reference. In case of any conflict among the provisions of this Agreement, including the Exhibits hereto and the Pace Paratransit Manual, that provision which, in the opinion of Pace, best promotes safe, efficient and economical transportation service and best protects the Equipment shall control.

Section 13.3. Amendments. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the parties hereto.

Section 13.4. Notices. All notices and other communications in connection with this Agreement shall be in writing, and any notice or other communication hereunder shall be deemed received by the addressee thereof when delivered in person at the address set forth below, or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to Pace as follows:

Attention: Executive Director  
*Pace Suburban Bus*  
550 W. Algonquin Road  
Arlington Heights, IL 60005-4412

Notices and communications to Service Provider shall be addressed as shown on the cover page to this Agreement. By notice complying with the foregoing requirements of this Section,

each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

**Section 13.5. Calendar Days and Time.** Any reference herein to "day" or "days" shall mean calendar and not business days. If the date for giving or receiving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday or federal or State of Illinois holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday or federal or State of Illinois holiday. Any reference herein to time of day shall refer to local time for Arlington Heights, Illinois.

**Section 13.6. Singular and Plural.** The use of the singular or the plural herein shall be construed to be the plural or singular as the context requires.

**Section 13.7. Governing Laws.** This Agreement and the rights of the parties hereunder shall be interpreted and enforced in accordance with the laws of the State of Illinois.

**Section 13.8. Changes in Laws.** Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules or regulations shall include such laws, ordinances, rules or regulations as they may be amended or modified from time to time.

**Section 13.9. No Assignment.** Service Provider shall not assign either its rights or its obligations under this Agreement without the prior written consent of Pace, which consent may be granted or withheld at the sole discretion of Pace. Any attempted or purported assignment of such rights or obligations without the prior written consent of Pace shall be void and of no effect. Any successor to Service Provider's rights under this Agreement shall be bound by, and shall comply with, all of the provisions, conditions and requirements of this Agreement.

**Section 13.10. Headings.** The section headings of this Agreement are for convenience and reference only and in no way define, extend, limit, or describe the scope or intent of this Agreement or the intent of any provision hereof.

**Section 13.11. Prohibited Interests.** No member of the Illinois General Assembly, no member of the Congress of the United States and no director or employee of Pace or of Service Provider shall, during his or her tenure or for one year thereafter, have any interest, direct or indirect, in this Agreement or be admitted to any share or part of this Agreement or to any benefit arising there from or any proceeds thereof.

**Section 13.12. Independent Contractor.** In the performance of the Transportation Services and Other Services pursuant to this Agreement, Service Provider is an independent contractor with the authority to control and direct the performance of the details of the

Transportation Services and Other Services to be performed pursuant to this Agreement. All personnel necessary for Service Provider's performance pursuant to this Agreement shall be employees of Service Provider or of Service Provider's subcontractors. None of the said personnel shall be deemed for any purpose to be employees, agents or representatives of Pace.

**Section 13.13. Litigation Against Service Provider.** If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against Service Provider or any subcontractor of Service Provider, before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of Service Provider to perform its obligations under, or otherwise to comply with, this Agreement, Service Provider shall promptly deliver a copy of the complaint or charge related thereto to Pace and shall thereafter keep Pace fully informed concerning all aspects of such lawsuit or proceeding.

**Section 13.14. Non-Waiver.** Pace shall not be deemed to have waived any right under this Agreement unless such waiver is in writing and signed by an authorized officer or director of Pace. No delay or omission by Pace in exercising any right under this Agreement shall operate as a waiver of such right or any other right by Pace. All the rights and remedies of Pace under this Agreement shall be cumulative and not exclusive and may be exercised singly or concurrently by Pace. The waiver or exercise of any remedy by Pace shall not be construed as a waiver of any other remedy available under this Agreement or under general principles of law or equity.

**Section 13.15. Time of Essence.** Time is of the essence in the performance of all terms and provisions of this Agreement.

**Section 13.16. Survival Clause.** If any provision of this Agreement is construed or held to be void, invalid or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby, but shall remain in full force and effect.

**Section 13.17. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

**Section 13.18. Other Agreements Not Prohibited.** Nothing in this Agreement shall be deemed to prohibit Pace from entering into additional or alternative agreements or arrangements to provide replacement, additional, supplementary or duplicative service in the area served by Service Provider.

**Section 13.19. No Future Obligations.** Nothing in this Agreement or the parties' performance thereof shall be construed to create any obligation to renew this Agreement after the Agreement Term or to enter into any other agreement of any kind or nature.

## ARTICLE XIV

### REMEDIES

Section 14.1. Remedies. In addition to Pace's right to terminate this Agreement pursuant to Article XI and any other rights otherwise provided in this Agreement, in the event of a breach or an alleged breach of this Agreement by either party, either party may, by suit, action, mandamus or any other proceeding, in law or in equity, including specific performance, enforce or compel the performance of this Agreement. Any cost or expense associated with pursuing any such remedy shall not be an Operating Expenditure under this Agreement.

Section 14.2. Notice and Cure. Neither party may exercise the right to bring any suit, action, mandamus or any other proceeding pursuant to Section 14.1 of this Agreement without first providing written notice to the other party of the breach or alleged breach and allowing a period of 15 days for the curing of said breach or alleged breach; provided, however, that in the event such violation or failure cannot be cured within said 15 day period notwithstanding diligent and continuous effort by the party receiving notice and said party shall have promptly commenced to cure the violation or failure and shall have thereafter prosecuted the curing of same with diligence and continuity, then the period for curing such violation or failure shall be extended for such period as may be necessary for curing such violation with diligence and continuity.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

SERVICE PROVIDER

PACE

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

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

Thomas J. Ross, Executive Director

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## Exhibit A

### 2012 PARATRANSIT SERVICE PROVIDER AGREEMENT

#### PROPOSED 2012 BUDGET

PROJECT: **VILLAGE OF BENSENVILLE**

REVENUE	<u>\$ 14,424</u>
EXPENSES	
OPERATIONS	<u>\$ 308,285</u>
MAINTENANCE	<u>\$ -0-</u>
ADMINISTRATION	<u>\$ -0-</u>
TOTAL EXPENSE	<u>\$ 308,285</u>
OPERATING DEFICIT	<u>\$ 293,861</u>
PACE SUBSIDY	<u>\$ 45,002</u>
LOCAL SHARE	<u>\$ 248,859</u>
RIDERSHIP	18,000
VEHICLE HOURS	4,242

# **Exhibit B**

## **2012 PARATRANSIT SERVICE PROVIDER AGREEMENT**

### **PACE VEHICLES**

### **VILLAGE OF BENSENVILLE**

(List of any Pace vehicles provided to the Service Provider)

5336

5349

5394

## Exhibit C

### 2012 PARATRANSIT SERVICE PROVIDER AGREEMENT

#### **PARATRANSIT REIMBURSEMENT GUIDELINES**

The maximum Service Reimbursement shall be the lesser of the amounts calculated in each of the following way:

1. 75% of the projected Operating Deficit in the Approved Budget; or
2. 75% of the actual Operating Deficit; or
3. \$3.00 multiplied by the number of annual one-way passenger trips not to exceed the maximum number of trips in the Approved Budget.

The Approved Budget shall not include any costs in excess of \$47.45 per vehicle service hour nor any expenses associated with any increase in service beyond the amount of service authorized by Pace. The Approved Budget shall be the maximum estimated expenses, deficit, hours of service, and ridership upon which Pace's maximum Service Reimbursement amount will be calculated.

The total of the year to date subsidy payments shall not exceed an amount equal to 1/12<sup>th</sup> of the annual budgeted subsidy times the number of months elapsed in the year.

# Exhibit D

## 2012 PARATRANSIT SERVICE PROVIDER AGREEMENT

### **TRANSPORTATION SERVICES FUNDED BY PACE**

#### **VILLAGE OF BENSENVILLE**

<b>TYPE OF SERVICE</b>	Dial-A-Ride Bus Service										
<b>SERVICE OPERATED BY</b>	Village of Bensenville										
<b>TRIP RESERVATION METHOD</b>	One hour in advance for appointments; 30 Min. in advance for destinations with flexible arrival times; 24 hours in advance for wheelchair lift preferred. Work trips scheduled for one week by calling on Friday or a Monday.										
<b>SERVICE AREA</b>	Village of Bensenville and destinations outside of the Village as authorized by Bensenville.										
<b>SERVICE HOURS</b>	Monday through Friday 6:00 a.m. to 6:00 p.m. Saturdays (10:00 a.m. to 3:00 p.m.) 1st and 3 <sup>rd</sup> Saturday of the month										
<b>HOLIDAYS</b>	Service will <u>not</u> operate on the following holidays:  ➤ New Year's Day ➤ Memorial Day ➤ Independence Day (observed Holiday) ➤ Labor Day ➤ Thanksgiving Day ➤ Day after Thanksgiving ➤ Christmas Day										
<b>ONE-WAY FARE</b>	<table><tr><td>Adults</td><td>\$2.00</td></tr><tr><td>Persons (65+)</td><td>\$1.00</td></tr><tr><td>Disabled</td><td>\$1.00</td></tr><tr><td>Students (to/from school)</td><td>\$1.00</td></tr><tr><td>Child (under 7 years of age)</td><td>Free</td></tr></table>	Adults	\$2.00	Persons (65+)	\$1.00	Disabled	\$1.00	Students (to/from school)	\$1.00	Child (under 7 years of age)	Free
Adults	\$2.00										
Persons (65+)	\$1.00										
Disabled	\$1.00										
Students (to/from school)	\$1.00										
Child (under 7 years of age)	Free										

Surcharge: Per Passenger boarding with a transfer or pass - \$.50

<b>RIDER ELIGIBILITY</b>	General Public
--------------------------	----------------

## Exhibit E

### 2012 PARATRANSIT SERVICE PROVIDER AGREEMENT

#### **AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISES**

A. Affirmative Action. Service Provider shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability or an unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, hiring, upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Prior to the execution of this Agreement, Service Provider shall furnish Pace with evidence that it has filed with the Illinois Department of Human Rights (the "Department") an affirmative action program covering the Service Provider's employment practices, if a plan is required by the Department. Service Provider shall promptly furnish Pace with a copy of any and all documents filed by it with the Department.

B. Equal Employment opportunity Clause. Service Provider shall comply with the following provisions, collectively referred to as the "Equal Employment Opportunity Clause".

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, and national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and Women in the area(s) from which it may reasonably recruit and it will hire persons in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send a notice to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding advising such labor organization or representative of its obligation under the Illinois Human Rights Act and the Department's Rules and Regulations

for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with Service Provider in its efforts to comply with such Act and Rules and Regulation, Service Provider shall promptly so notify the Department, and Service Provider shall recruit employees for other sources when necessary to fulfill its obligations thereunder.

- (5) That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department of Pace, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- (6) That it will permit access by Pace and the Department to all relevant books, Records, accounts, and work sites for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

C. Subcontracts. Service Provider shall insert the following provisions in all subcontracts relating to the provision of Transportation Services and Other Service except subcontracts for standard commercial supplies or raw materials:

"No discrimination shall be made in any term or aspect of employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, or political reasons or factors.

In addition, Service Provider shall insert verbatim or by reference the provisions of the Equal Employment Opportunity Clause in every performance subcontract as defined in Section 1.1(17)(b) of the Department's Rules and Regulations so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Agreement, Service Provider will be liable for compliance by all its subcontractors with applicable provisions of this Section; and further it will promptly notify pace and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, Service Provider will not utilize any subcontractor declared by the Department to be non-responsible and, therefore, ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

D. Disadvantaged Business Enterprises. Service Provider shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Service Provider shall carry out application requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by Service Provider to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such remedy as Pace deems appropriate.

## Exhibit F

### 2012 PARATRANSIT SERVICE PROVIDER AGREEMENT

#### **SERVICE PROVIDER'S CERTIFICATION**

STATE OF ILLINOIS )  
 )  
COUNTY OF \_\_\_\_\_ ) SUBURB-TO-SUBURB.

, being first duly sworn on oath, deposes and state that all statements herein made are made on behalf of the Service Provider; that this deponent is authorized to make them, and that the statements contained herein are true and correct.

The Service Provider deposes, states and certifies that the Service Provider is not barred from contracting with Pace on the Paratransit Service Provider Agreement as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 33E-4).

DATED: \_\_\_\_\_

#### **SERVICE PROVIDER**

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

#### **NOTARY PUBLIC**

## Exhibit G

### 2012 PARATRANSIT SERVICE PROVIDER AGREEMENT

#### **FORM OF OPINION OF GRANTEE'S COUNSEL**

Attention: Executive Director  
PACE Suburban Bus  
550 W. Algonquin Road  
Arlington Heights, IL 60005-4412

Please be advised that I represent (Name of Service Provider). Pursuant to Article XII of the Service Provider Agreement ("Agreement") this Opinion of Council is being provided:

1. (Name of Service Provider) is duly organized, validly existing and in good standing under the laws of the State of Illinois, and has the legal authority to engage in and carry on the public transportation services as described in said Agreement.
2. Said Agreement has been duly authorized by the (Board\Council) of the (Name of Service Provider) pursuant to Ordinance No. \_\_, and the execution and delivery of said Agreement by all of the parties hereto will constitute a valid and binding obligation to the (Name of Service Provider), enforceable in accordance with its terms, and the making of and compliance with the terms and conditions of said Agreement by the (Name of Service Provider) will not result in any breach or violation of, or default under, any judgment, decree, mortgage, contract, agreement, indenture or other instrument applicable to the (Name of Service Provider) known to this council.
3. All such approvals, consents, permits, licenses, authorizations or modifications as may be required to permit the performance by the (Name of Service Provider) of its obligations under said Agreement have been obtained, whether from the appropriate government authorities or other persons or entities known to this council.
4. No litigation, investigation or proceeding of or before any court, government authority or arbitrator is pending or, to the knowledge of this counsel threatened by or against the Service Provider, or against any of its properties or revenues (a) with respect to said Agreement, or (b) which is reasonably likely to have a material adverse effect on the operations, property or financial condition or the Service Provider.
5. The Service Provider is not in default under or with respect to any obligation in any respect that could be materially adverse to the business, operations, property or financial condition of the Service Provider, or that is reasonably likely to materially adversely affect the ability of the Service Provider to perform its obligations under said Agreement.
6. No obligation of the Service Provider and no requirement of law materially adversely affects, or insofar as Counsel may reasonably foresee based on facts known to (him or her) may so affect, the business, operation, property or financial condition or the Service Provider or the ability of the Service Provider to perform its obligations under said Agreement.

**TYPE:** Resolution **SUBMITTED BY:** Chief Frank Kosman **DATE:** 12-13-11

**DESCRIPTION:** Resolution to Purchase a Replacement Firing Range Retriever System

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION: AF&L – Approved 6-0**

**DATE: 12/06/11**

---

**BACKGROUND:**

The firing range retriever system at the police department was installed in 1971 when the police department headquarters was built. The 4 lane track mounted turning retriever system is no longer repairable. New replacement parts can no longer be purchased and attempts to purchase aftermarket and used parts are no longer successful. Currently, only one of the lanes moves along the track and none of the lanes turn. This makes the qualifications less efficient as only one officer can shoot at a time. More importantly, it is also a safety factor as officers are often down range manually moving the targets.

The AF&L Committee considered this expenditure on December 6, 2011 and unanimously recommended approval (vote 6-0).

**KEY ISSUES:**

Deputy Chief John Lustro, the range master, contacted three vendors in obtaining recommendations for the situation. All three recommended that the system be replaced as it was obsolete and passed its useful life. The project was bid as per Village procedure. Nine invitation to bid packets were sent out at vendors' requests. Only one vendor, Action Target, submitted a bid. The total is \$29,880 including the 4 turning target retrievers, the master control system with a wireless controller, installation, and freight/delivery.

As per Action Target, the system can be moved and reinstalled at a new facility if that becomes a consideration. Action Target is a nationally recognized dealer of this type of equipment. The company installed the range at Elk Grove's new police department and that department is satisfied with the equipment and installation.

**ALTERNATIVES:**

1. Approve a Resolution to approve the purchase and installation of the system.
2. Discretion of the Board.

**RECOMMENDATION:**

Staff recommends approval of the Resolution. The department having its own range is an efficient use of staffing rather than having to deal with the logistics of setting up qualifications elsewhere. Also, having a range to regularly practice allows officers to improve this important job skill.

**BUDGET IMPACT:**

This expense was included in the 2011 Capital Improvement Program for \$27,000. The low bid is \$2,880 more. A budget transfer from another building related line item can be made to cover that amount.

**ACTION REQUIRED:**

Motion to approve a Resolution authorizing the Village Manager to execute a purchase order for the purchase and installation of the range retrieval system.

Resolution No. R-

Authorizing the Purchase of a Firing Range Retriever System

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

That the Village Board authorizes the Village Manager to execute a purchase order and other associated documents for the purchase and installation of a Firing Range Retriever System for the police station in the not to exceed amount of \$29,880.00 from Action Target, Inc.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

APPROVED:

---

Frank Soto  
Village President

ATTEST

---

Corey Williamsen  
Village Clerk

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

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

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

TYPE: Motion **SUBMITTED BY:** S. Viger **DATE:** 12.13.11

**DESCRIPTION:**

Consider an Ordinance approving a Conditional Use Permit for Centerline Automotive to allow Motor Vehicle Repair (Major & Minor) in a multiple tenant industrial building located at 218 S. Park Avenue.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION:** CEDC voted to approve 6 - 0

**DATE:** 12.06.11

---

**BACKGROUND:**

Centerline Automotive seeks to operate a motor vehicle repair facility in the I-2 Light Industrial District at 218 S. Park Avenue. The facility would also sell automobiles via the internet at the subject property, which is permitted by right in the I-2. The applicant has been operating a similar business with a partner in Chicago for several years and is looking to start out on his own. The industrial space is currently vacant. The building also houses The Trolley Car and Bus Company and other industrial uses.

**KEY ISSUES:**

To approve a Conditional Use Permit the Village shall find that the "Approval Criteria" found in the Zoning Ordinance are met. The Criteria include traffic, environmental nuisance, neighborhood character, use of public services and facilities, public necessity as well as other factors relating to the harmony of the use with other elements of compatibility. The staff believes the proposed use meets the criteria as the use will be fully enclosed in the building, as a smaller user, it will not significantly increase local traffic, the use will not create extraordinary public service demands and it is in keeping with the types of businesses in the immediate industrial area. Staff does propose several conditions tying the Conditional Use Permit to Centerline Automotive only and requiring correction of several property maintenance issues.

**ALTERNATIVES:**

1. Committee discretion.
2. Deny the Conditional Use Permit request.
3. Remand the request back to the Community Development Commission.

**RECOMMENDATION:**

Staff respectfully recommends approval of the requested Conditional Use Permit with several conditions as enumerated in the staff report.

At the 11.14.11 Public Hearing there were no members of the public present and the Community Development Commission voted (6 - 0) to recommend approval of the Conditional Use Permit with conditional requested by the Village staff as found in the staff report. On December 6, 2011 the EDC voted unanimously (6-0) to approve the Conditional Use Permit with the conditions recommended by the CDC.

**BUDGET IMPACT:**

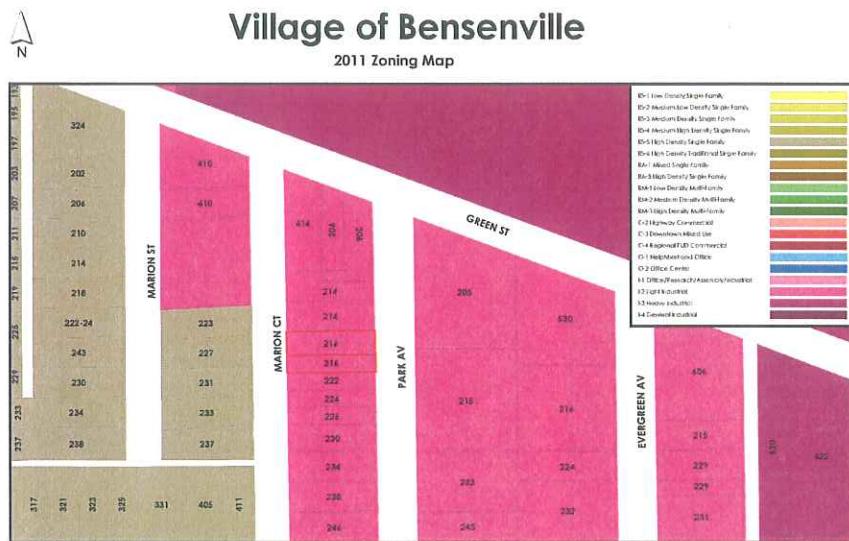
N/A

**ACTION REQUIRED:**

Approval of the attached Conditional Use Permit Ordinance with conditions.

**CDC#2011 – 16 218 S. Park Street**

## Centerline Automotive LLC



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

**AN ORDINANCE APPROVING THE GRANT OF A CONDITIONAL USE PERMIT  
TO ALLOW MOTOR VEHICLE REPAIR AT  
218 S. PARK AVENUE, BENSENVILLE, ILLINOIS**

**WHEREAS**, Mark Tukiendorf (the "Owner") and Aaron Abajian of Centerline Automotive LLC (the "Applicant") , filed an application seeking a conditional use permit to allow Centerline Automotive LLC to conduct Motor Vehicle Repair (Major & Minor) pursuant to Sections 10-3-4-C and 10 – 9B – 3 of *The Village of Bensenville Zoning Ordinance* ("Zoning Ordinance") at property commonly known as 218 S. Park Avenue Unit "2" 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 November 14, 2011 as required by the statutes of the State of Illinois and the ordinances of the Village, and after hearing the application, made the findings of facts as set forth in Exhibit "B," attached hereto and incorporated herein by reference' and

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

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

**WHEREAS**, the Community and Economic Development Committee then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees on December 13, 2011; 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 Centerline Automotive LLC to conduct Motor Vehicle repair (Major & Minor) at the Subject Property, in conjunction with its use of the Subject Property is hereby granted subject to the following conditions: (1) the conditional use permit shall only be applicable during the tenancy of Centerline Automotive LLC or any successor in interest it may have in assumption of the tenancy, and (2) the fence along the rear (west) property line is in disrepair and shall be repaired or replaced and (3) the west and south sides of the property require a general clean up and a proper maintenance schedule implemented, and (4) the dumpster shall be enclosed in a corral in accordance with Village Code and standards.

**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 \_\_\_\_ day of December, 2011.

---

Frank Soto, Village President

ATTEST:

---

Corey Williamsen , Acting Village Clerk

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

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

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

Exhibit "A"

218 S. Park Street Unit "2"

Legal Description:

THAT PART OF LOTS SIX, SEVEN EIGHT AND NINE IN BLOCK TWO OF WILLIAM L. KORTHAUER'S ADDITION TO BENSNEVILLE IN THE SOUTHWEST QUARTER OF SECTION THIRTEEN, TOWNSHIP FORTY NORTH, RANGE ELEVEN EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT NINE; THENCE NORTH ALONG THE WEST LINE OF SAID LOTS SEVEN, EIGHT AND NINE A DISTANCE OF 151.0 FT. TO A LINE 131.0 FT. NORTH OF AND PARRALLEL WITH THE SOUTH LINE OF SAID LOT NINE FOR THE POINT OF BEGINNING; THENCE EAST ON SAID PARALLEL LINE A DISTANCE OF 150.0 FT. TO THE EAST LINE OF SAID LOT SEVEN; THENCE NORTH ON THE EAST LINE OF SAID LOTS SIX AND SEVEN A DISTANCE OF 29.0 FT. TO A POINT OF INTERSECTION WITH A LINE 150.0 FT. NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT NINE; THENCE WEST ON SAID PARALLEL LINE A DISTANCE OF 150.0 FT. TO THE EAST LINE OF SAID LOT SIX; THENCE SOUTH A DISTANCE OF 29.0 FT. TO THE POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS



## COMMUNITY DEVELOPMENT COMMISSION

### STAFF REPORT

**HEARING DATE:** November 14, 2011  
**CASE #:** 2011- 16  
**PROPERTY:** 218 S. Park Avenue Unit #2  
**PROPERTY OWNER:**  
**APPLICANT:** Aaron Abajian /  
Centerline Automotive LLC  
**ACREAGE:** Approximately 10, 350 SF (0.23 acres)  
Tenant Space approximately 2,800 sq. Ft.  
**PIN NUMBERS:** 03-13 – 322 – 013 & -0-14  
**REQUEST:** Conditional Use Permit to allow a  
Motor Vehicle Repair (Major & Minor)

### SURROUNDING LAND USE:

	Zoning	Land Use	Jurisdiction
<b>Site</b>	I-2	Light Industrial	Village of Bensenville
<b>North</b>	I-2	Light Industrial	Village of Bensenville
<b>South</b>	I-2	Light Industrial	Village of Bensenville
<b>East</b>	I-2	Light Industrial	Village of Bensenville
<b>West</b>	RS – 5	Residential	Village of Bensenville

### SUMMARY:

The property in question is zoned I – 2 Light Industrial. The applicant proposes to open "Centerline Automotive" a motor vehicle repair and internet sales operation. They envision no outdoor storage or display of vehicles as they will have a small inventory.

### PUBLIC NOTICE:

1. A Legal Notice was published in the Daily Herald on Saturday October 29, 2011. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and

inspection at the Community & Economic Development department during regular business hours.

2. Village personnel posted a Notice of Public hearing sign on the property, visible from the public way on Friday October 28, 2011.
3. Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

## **DEPARTMENT COMMENTS:**

### Public Works:

Applicant shall be aware of the proper disposal requirements for liquids and materials associated with motor vehicle repair.

No other comments or concerns.

### Finance:

There is a significant payment amount due on the property's utility bill.

### Police:

No concerns.

### Engineering:

See Public Works comments above.

### Community & Economic Development:

#### Economic Development

Attraction of new businesses is a plus.

Would there be sales tax on the vehicles sold via the internet?

#### Inspectional Services

Install fire alarm system (Building Permit and inspections required)

Install Carbon Monoxide detector with ventilation and exhaust

Curb or dike floor drain near water heater to prevent gas, oil antifreeze from entering floor drain

Elevate water heater and furnace to prevent explosive situation

Spray booth to be installed self-contained suppression system tied into the fire alarm system

The trash dumpster should be enclosed in a corral.

The property's fence is in disrepair and should be repaired or replaced.

There is a general accumulation of debris on the west and south sides of the property.

#### Building

Spray booth and dust collection system will require permits

In accordance with Village Code electrical, mechanical and architectural plans will need to be signed and sealed by an Illinois Licensed Design Professional.

#### Community Development

New businesses locating in the older industrial area is a plus.

The Conditional Use Permit (CUP) is required to operate a motor vehicle repair.

In the I – 2 Light Industrial District motor vehicle sales are permitted by right.

The outdoor storage or display of vehicles would require a Conditional Use Permit, the applicant states that there will be no outdoor storage or display and no CUP was requested for the outdoor display.

There are a number of automotive type uses in the neighborhood around the property in question, the addition of "Centerline Automotive" would be in keeping with the character of the area.

#### **APPROVAL CRITERIA FOR CONDITIONAL USES:**

The Community Development Commission shall not recommend approval of the Conditional Use Permit without determining that the request meets the following approval criteria and making certain findings of fact. Staff has reviewed the request and recommends the following Findings of Fact:

1. Traffic: The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized.

The business plan as described by the applicant does not operate as a "walk-in" business but by appointment only and via the internet. No negative traffic impacts are anticipated.

2. Environmental Nuisance: The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district.

The business will be conducted fully within the building. There should be no adverse environmental effects uncharacteristic to the existing neighborhood.

3. Neighborhood Character: The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized.

The property in question is zoned I -2 Light Industrial. The proposed use should be in harmony with the businesses in the area.

4. Use Of Public Services And Facilities: The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

No significant increase in the utilization of the public utility systems is anticipated,

5. Public Necessity: The proposed use at the particular location requested is necessary to provide a service or a facility which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community.

Staff believes that there is sufficient market demand for the proposed service.

6. Other Factors: The use is in harmony with any other elements of compatibility pertinent in the judgment of the commission to the conditional use in its proposed location.

Centerline Automotive will be in harmony with the surrounding business and industrial uses.

## **RECOMMENDATIONS:**

Staff recommends the approval of the above Findings of Fact and the Conditional Use Permit subject to the following conditions:

1. The Conditional Use is for Centerline Automotive only and is not transferable.
2. The rear property line fence is in disrepair and shall be repaired or replaced.
3. The west and south sides of the property require a general cleanup and a proper maintenance schedule implemented.
4. The dumpster shall be enclosed in a corral in accordance with Village Code and standards.

Respectfully Submitted,  
Department of Community  
& Economic Development

TYPE: Motion **SUBMITTED BY:** S. Viger **DATE:** 12.0711

**DESCRIPTION:**

Consider an Ordinance approving a Conditional Use in the I-2 Light Industrial Zoning District for Quality Plastic Products to allow "gunsmithing" at their current location on 830 Maple Lane.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

CEDC Voted to approve the Conditional Use Permit 6 – 0 with conditions

**DATE:** 12.06.11

**BACKGROUND:**

Michael Olsen has operated his family business, Quality Plastic Products, in the Northern Business District for many years. Mr. Olsen now proposes to perform gunsmith services for clients, envisioning working primarily with law enforcement agencies in the area. No exterior modifications will be needed to the freestanding industrial building and no new machinery is required as the existing machinery can also be used for the gunsmith operations. There will be no exterior signage and the operation is not proposed as a standard retail facility but rather an internet and by appointment operation. Mr. Olsen has applied for the required Federal Firearm license and a copy will be submitted to the Village if the Conditional Use Permit is approved. There will not be a shooting range at the facility and all firearms will be secured.

**KEY ISSUES:**

To approve a Conditional Use Permit the Village shall find that the "Approval Criteria" found in the Zoning Ordinance are met. Staff finds that the gunsmithing use meets these criteria as the use will be interior to the existing industrial building, it will not have an extraordinary demand on public services or facilities, there should be no additional noise, glare or perceptible nuisance as a result of its operation at the proposed location. Staff recommended two conditions; that there be no outside signage for the use and that the applicant submit all requisite federal approvals and licenses prior to receiving the Village Business License.

**ALTERNATIVES:**

1. Approve the Conditional Use Permit.
2. Deny the Conditional Use Permit request.
3. Remand the request back to the Community Development Commission.

**RECOMMENDATION:**

Staff respectfully recommends approval of the requested Conditional Use Permit with conditions as enumerated in the staff report and that the Conditional Use Permit be solely for "Mission Accomplished/Michael Olsen" and is not transferrable. At the 11.14.11 Public Hearing there were no members of the public present and the Community Development Commission voted (6 - 0) to recommend approval of the Conditional Use Permit with several conditional requested by the Village staff as found in the staff report. On 12.06.11 the CEDC voted unanimously (6-0) to approve the Conditional Use Permit with the conditions recommended by the CDC and with the added condition that no inventory of firearms or ammunition be kept on the premises.

**BUDGET IMPACT:**

N/A

**ACTION REQUIRED:**

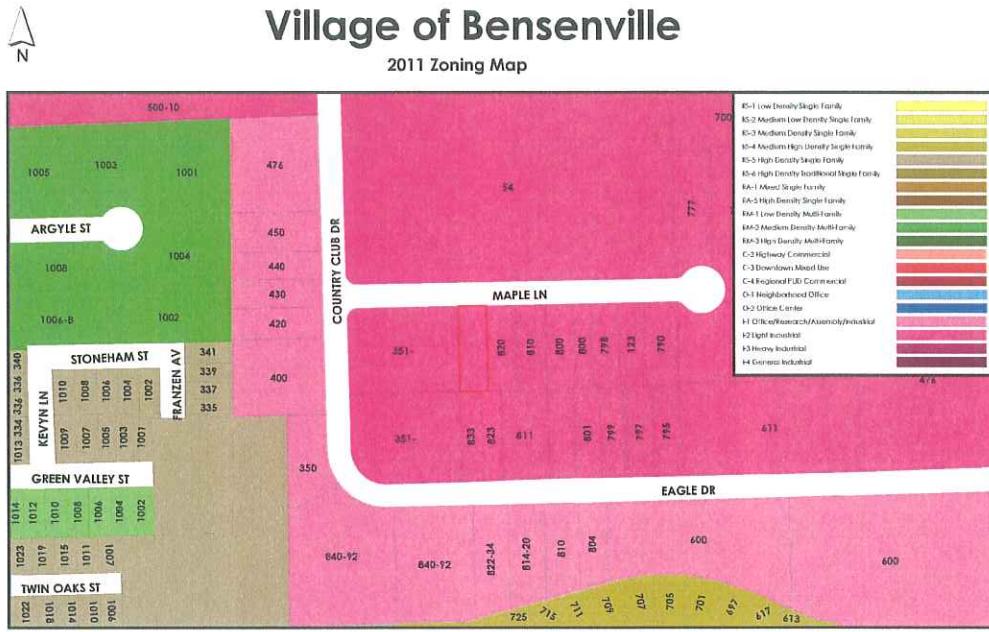
Approval of the attached Conditional Use Permit Ordinance with conditions.

# 2011 – 11 830 Maple Lane

## CUP “Gunsmith”

### Village of Bensenville

2011 Zoning Map



### Village of Bensenville

830 W. Maple



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

**AN ORDINANCE APPROVING THE GRANT OF A CONDITIONAL USE PERMIT  
TO ALLOW A GUNSMITH AT  
830 MAPLE LANE, BENSENVILLE, ILLINOIS**

**WHEREAS**, Michael J. Olsen (the "Owner/Applicant") , filed an application seeking a conditional use permit to allow Mission Accomplished to conduct a Gunsmith pursuant to Sections 10-3-4-C and 10 – 9B – 3 of *The Village of Bensenville Zoning Ordinance* ("Zoning Ordinance") at property commonly known as 830 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 November 14, 2011 as required by the statutes of the State of Illinois and the ordinances of the Village, and after hearing the application, made the findings of facts as set forth in Exhibit "B," attached hereto and incorporated herein by reference' and

**WHEREAS**, upon said findings of facts, the Community Development Commission, voted to 6 - 0 to approve the application for conditional use permit to allow a Gunsmith at the Subject Property, subject to the conditions of approval as recommended in the staff report and

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

**WHEREAS**, the Community and Economic Development Committee then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees on December 13, 2011; 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 Mission Accomplished to conduct Gunsmithing at the Subject Property, in conjunction with its use of the Subject Property is hereby granted subject to the following conditions: (1) the conditional use permit shall only be applicable during the tenancy of Mission Accomplished or any successor in interest it may have in assumption of the tenancy, and (2) there shall be no outside signage, and (3) copies of all required Federal Firearms Licensing shall be submitted to the Village prior to the issuance of the Business License, and (4) there shall be no inventory of ammunition or firearms kept on the premises.

**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 13<sup>th</sup> day of December, 2011.

---

Frank Soto, Village President

ATTEST:

---

Corey Williamsen , Acting Village Clerk

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

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

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

Exhibit "A"

830 Maple Lane

Legal Description:

THE WEST 80.0 FEET OF LOT 22, IN THE O'HARE METROPOLITAN INDUSTRIAL DISTRICT  
UNIT 2, A RESUBDIVISION OF PART OF LOTS 1, 2, 38 AND 10, ALL OF LOT 9 IN  
HARVEY O. FRANZEN'S DIVISION IN SECTION 11, TOWNSHIP 40 NORTH, RANGE 11  
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF  
RECORDED SEPTEMBER 14, 1971 AS DOCUMENT R71-46718, IN DUPAGE COUNTY,  
ILLINOIS



## COMMUNITY DEVELOPMENT COMMISSION

### STAFF REPORT

**HEARING DATE:** November 14, 2011  
**CASE #:** 2011- 11  
**PROPERTY:** 830 Maple Lane  
**PROPERTY OWNER:** Michael Olsen  
**APPLICANT:** Michael Olsen  
**ACREAGE:** Approximately 19,200 SF (0.44 acres)  
**PIN NUMBERS:** 03-11-316-009  
**REQUEST:** Conditional Use Permit to allow a Gunsmith

#### SURROUNDING LAND USE:

	<b>Zoning</b>	<b>Land Use</b>	<b>Jurisdiction</b>
<b>Site</b>	I-2	Restaurant & Bar	Village of Bensenville
<b>North</b>	I-2	Light Industrial	Village of Bensenville
<b>South</b>	I-2	Light Industrial	Village of Bensenville
<b>East</b>	I-2	Light Industrial	Village of Bensenville
<b>West</b>	I-2	Light Industrial	Village of Bensenville

#### SUMMARY:

The applicant Mr. Michael Olsen operates his family business "Quality Plastic Products" on the property for a number of years. He is seeking to expand his business by adding a Gunsmith operation that will utilize the same machinery as the existing business. A Conditional Use permit is required for a Gunsmith in the I-2 Light Industrial District.

#### PUBLIC NOTICE:

1. A Legal Notice was published in the Daily Herald on Saturday October 29, 2011. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development department during regular business hours.

2. Village personnel posted a Notice of Public hearing sign on the property, visible from the public way on Friday October 28, 2011.
3. Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

## **DEPARTMENT COMMENTS:**

### Public Works:

No Public Works issues or concerns.

### Finance:

No concerns. Utility billing is current.

### Police:

No concerns, a Federal Firearms license has been applied for and will be required to do business.

### Engineering:

No Engineering issues or concerns.

### Community & Economic Development:

#### Economic Development

The addition of a second business in the Quality Plastics Products facility will increase the business activity in the Village.

#### Inspectional Services

The Annual Inspection was conducted on June 18, 2011. Only a few minor items were identified. All items were resolved with-in 45 days.

Upon receipt of this application a follow up visit was conducted:

Customers will by appointment only

All fire arms will be stored in locked cabinet.

Sale of ammunition by request.

No inventory of guns on – site.

No new machinery is anticipated, gunsmith operation will utilize existing machine shop equipment.

### **Building**

Any new machinery or equipment may require permits and inspections for installation.

### **Community Development**

The proposed use would be within the existing Quality Plastic Products facility. There is no exterior signage proposed. No additional staff is envisioned. Should the Conditional Use Permit be approved by the Village President and Board of trustees an additional Business License will be required.

The review and recommendation of the Conditional Use should be determined by the "Approval Criteria" found in the Village's Zoning Ordinance.

### **APPROVAL CRITERIA FOR CONDITIONAL USES:**

The Community Development Commission shall not recommend approval of the Conditional Use Permit without determining that the request meets the following approval criteria and making certain findings of fact. Staff has reviewed the request and recommends the following Findings of Fact:

1. Traffic: The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized.

The business plan as described by the applicant does not operate as a "walk-in" business but by appointment only and via the internet. No negative traffic impacts are anticipated.

2. Environmental Nuisance: The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district.

The business will be conducted fully within the building utilizing the existing machine shop equipment that has been in use for many years at this location.

3. Neighborhood Character: The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized.

The property in question is zoned I -2 Light Industrial in the heart of the North Business Park. The proposed use should be in harmony with the businesses in the area.

4. Use Of Public Services And Facilities: The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

No significant increase in the utilization of the public utility systems is anticipated,

5. Public Necessity: The proposed use at the particular location requested is necessary to provide a service or a facility which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community.

There are no gunsmiths in the Village currently.

6. Other Factors: The use is in harmony with any other elements of compatibility pertinent in the judgment of the commission to the conditional use in its proposed location.

The gunsmith use will be in harmony with the surrounding business and industrial uses.

## **RECOMMENDATIONS:**

Staff recommends the approval of the requested the above Findings of Fact subject to the following conditions:

1. There shall be no outside signage.
2. Copies of all required Federal Firearms Licensing shall be submitted to the Village prior to issuance of the Business License.

Respectfully Submitted,

Department of Community  
& Economic Development

TYPE: Motion SUBMITTED BY: S. Viger DATE: 12.07.11

**DESCRIPTION:**

Consider an Ordinance approving a Conditional Use Permit in the C-2 Highway Commercial Zoning District for Enbioexpress Illinois to operate a Currency Exchange in Unit "D" of the Plaza de Campana retail center located at 229 W. Grand Avenue.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:** CEDC voted to approve 6 - 0

**DATE:** 12.06.11

**BACKGROUND:**

Enbioexpress Illinois proposes to wire funds to Guatemala for retail customers, which meets the definition of a Currency Exchange in the Zoning Ordinance and requires a Conditional Use Permit in the C-2 District. The Village approved a Conditional Use Permit in 2009 for a Currency Exchange in the Plaza de Campana in a different Unit, Due to the 1,000 foot separation requirement between currency exchanges in our Zoning Ordinance; the existing Currency Exchange would need to relocate prior to Enbioexpress Illinois occupying Unit D. The landlord has indicated that the existing tenant will in fact vacate the property. The applicant operates a similar business in several other states and is seeking to locate in the Village to serve the Guatemalan population. The retail tenant space is currently vacant. Grand Avenue corridor is an important retail corridor in the Village and the Plaza de Campana is one of our larger centers. There will be no exterior modifications to the building and the signage will conform to the Village approved Master Sign Plan for the retail center.

**KEY ISSUES:**

To approve a Conditional Use Permit the Village shall find that the "Approval Criteria" found in the Zoning Ordinance are met. Staff finds that the proposal does meet the criteria, as a retail use there should be no environmental nuisance, nor an extraordinary demand for public services or facilities, the proposed use is in harmony and is compatible with other retail and service uses in the Grand Avenue commercial corridor and will provide a service for the convenience of Village residents. Staff recommended several conditions including that the Conditional Use Permit not be transferable, and adherence to the retail center's Master Sign Plan.

**ALTERNATIVES:**

1. Approve the Conditional Use Permit
2. Deny the Conditional Use Permit request.
3. Remand the request back to the Community Development Commission.

**RECOMMENDATION:**

Staff respectfully recommends approval of the requested Conditional Use Permit with several conditions as enumerated in the staff report. At the 11.14.11 Public Hearing there were no members of the public who wished to speak and the Community Development Commission voted (6 - 0) to recommend approval of the Conditional Use Permit with several conditional requested by the Village staff as found in the staff report. The CEDC voted unanimously (6-0) to approve the Conditional Use Permit with the conditions recommended by the CDC.

**BUDGET IMPACT:**

N/A

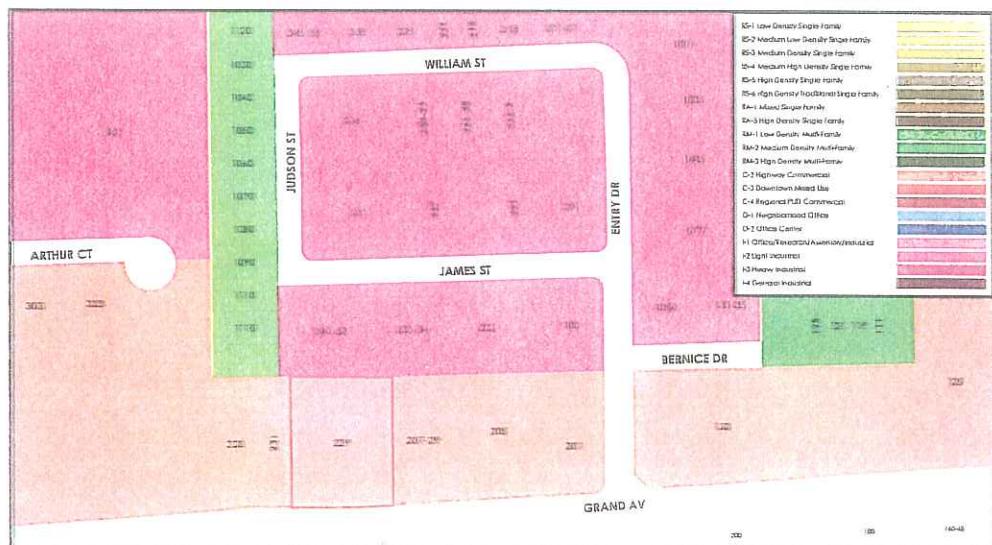
**ACTION REQUIRED:** Approval of the attached Conditional Use Permit Ordinance with conditions.

# 2011 – 15 229 W. Grand Avenue Unit “D” Plaza de Campana

N

## Village of Bensenville

2011 Zoning Map



N

## Village of Bensenville

229 W Grand Av.



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

**AN ORDINANCE APPROVING THE GRANT OF A CONDITIONAL USE PERMIT  
TO ALLOW A CURRENCY EXCHANGE AT  
229 W. GRAND AVENUE UNIT "D", BENSENVILLE, ILLINOIS**

**WHEREAS**, Enbioxpress Illinois LLC (the "Applicant") , filed an application seeking a conditional use permit to allow a Currency Exchange pursuant to Sections 10-3-4-C and 10 – 7B - 3 of *The Village of Bensenville Zoning Ordinance* ("Zoning Ordinance") at property commonly known as 229 W. Grand Avenue Unit "D" 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 November 14, 2011 as required by the statutes of the State of Illinois and the ordinances of the Village, and after hearing the application, made the findings of facts as set forth in Exhibit "B," attached hereto and incorporated herein by reference' and

**WHEREAS**, upon said findings of facts, the Community Development Commission, voted to 6 – 0 to approve the application for conditional use permit to allow a Currency Exchange at the Subject Property, subject to the conditions as recommended in the staff report and

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

**WHEREAS**, the Community and Economic Development Committee then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees on December 13, 2011; 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 Enbioxpress Illinois LLC to conduct a Currency Exchange at the Subject Property, in conjunction with its use of the Subject Property is hereby granted subject to the following conditions: (1) the conditional use permit shall only be applicable during the tenancy of Enbioxpress Illinois LLC or any successor in interest it may have in assumption of the tenancy, and (2) all requisite approvals and licensees from governmental entities be obtained and copies thereof submitted to the Village, and (3) any signage shall be in compliance with the Village approved Master Sign Plan for the Plaza de Campana retail center, and (4) the existing currency exchange shall vacate the Plaza de Campana prior to the establishment of the Enbioxpress Illinois LLC currency exchange. .

**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 13<sup>th</sup> day of December, 2011.

---

Frank Soto, Village President

ATTEST:

---

Corey Williamsen , Acting Village Clerk

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

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

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

Exhibit "A"

229 W. Grand Avenue

Legal Description:

THE EASTERLY 855.63 AS MEASURED ON THE NORTHERLY LINE (EXCEPT THE EASTERLY 579.0 FEET AS MEASURED ON THE NORTHERLY LINE THEREOF) OF LOT 4 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 88°48'23" WEST, A DISTANCE OF 579.00 FEET ALONG THE NORTHERLY LINE OF SAID LOT 4, TO THE POINT OF BEGINNING; THENCE SOUTH 00°06'25" EAST, A DISTANCE of 354.75 FEET; THENCE SOUTH 86°43'32" WEST, A DISTANCE OF 102.81 feet; THENCE SOUTH 88°38'05" WEST, A DISTANCE OF 173.97 FEET; THENCE NORTH 00°06'25" WEST, A DISTANCE OF 359.00 FEET ALONG THE WESTERLY LINE OF THE EASTERN 855.63 FEET OF SAID LOT 4; THENCE NORTH 88°48'23" EAST, A DISTANCE OF 276.63, TO THE POINT OF BEGINNING IN DUPAGE COUNTY, ILLINOIS.



## COMMUNITY DEVELOPMENT COMMISSION

### STAFF REPORT

**HEARING DATE:**

November 14, 2011

**CASE #:**

2011- 11

**PROPERTY:**

229 W. Grand Avenue Unit "D"

**PROPERTY OWNER:**

Enbioxpress Illinois LLC

**APPLICANT:**

Enbioxpress Illinois LLC

**ACREAGE:**

Retail Center 2.2Acres

**PIN NUMBERS:**

Tenant Space Approximately 1,200 SF

**REQUEST:**

03-26 – 208 - 014

Conditional Use Permit to allow a  
Currency Exchange

### SURROUNDING LAND USE:

	<b>Zoning</b>	<b>Land Use</b>	<b>Jurisdiction</b>
<b>Site</b>	C-2	Commercial	Village of Bensenville
<b>North</b>	I-2	Light Industrial	Village of Bensenville
<b>South</b>	Commercial	Commercial	City of Elmhurst
<b>East</b>	C-2	Commercial	Village of Bensenville
<b>West</b>	C -2	Commercial	Village of Bensenville

### SUMMARY:

The property in question is an in-line retail tenant space located in the Plaza de Campana retail center. The applicant Enbioxpress Illinois LLC proposes to operate a "Currency Exchange" to wire funds for retail customers.

### PUBLIC NOTICE:

1. A Legal Notice was published in the Daily Herald on Saturday October 29, 2011. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and

inspection at the Community & Economic Development department during regular business hours.

2. Village personnel posted a Notice of Public hearing sign on the property, visible from the public way on Friday October 28, 2011.
3. Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

## **DEPARTMENT COMMENTS:**

### Public Works:

No Public Works concerns.

### Finance:

The utility bill has an unpaid balance due.

### Police:

No concerns.

### Engineering:

No engineering concerns.

### Community & Economic Development:

#### Economic Development

The Village encourages vibrant commercial corridors, and the provision of services for our residents. The currency exchange will assist us in meeting these goals.

#### Inspectional Services

The Unit is fully sprinklered and a fire alarm is in place

Both systems may need to be modified to accommodate the anticipated interior alterations.

#### Building

Permits will be required for any interior alterations, which will require drawings signed and sealed by an Illinois Licensed Design professional. Any signage will require a permit and inspection and shall be in compliance with the approved master Sign Plan for the Plaza de Campana shopping center.

## Community Development

The business model identified by the applicant meets the definition of a currency exchange in the Bensenville Zoning ordinance and as such the applicant has submitted for a Conditional Use Permit (CUP).

There has been a currency exchange operating in the shopping center under a CUP issued in 2009. The Municipal Code requires a separation of 1000 feet between Currency Exchanges, Title Loan Agencies and / or Payday Loan Agencies; therefore the existing Currency Exchange if allowed to remain would prohibit the issuance of the CUP for Enbioxpress Illinois LLC. Ownership of Plaza de Campana has notified staff that the existing currency exchange will be vacating the space in the near future and has submitted documentation of their intent to terminate.

Enbioxpress Illinois anticipates wiring funds to Latin America, primarily Guatemala as well as the sale of telephone cards.

## APPROVAL CRITERIA FOR CONDITIONAL USES:

The Community Development Commission shall not recommend approval of the Conditional Use Permit without determining that the request meets the following approval criteria and making certain findings of fact. Staff has reviewed the request and recommends the following Findings of Fact:

1. Traffic: The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized.

The property in question is an in – line retail space within a well-established shopping center on a major arterial in the Village. Staff does not foresee any negative traffic impacts should Enbioxpress Illinois be allowed to operate a currency exchange at the requested location.

2. Environmental Nuisance: The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district.

The business will be conducted fully within the building utilizing the existing building and no negative environmental effects are anticipated.

3. Neighborhood Character: The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized.

The property in question is zoned C – 2 Highway Commercial, a currency exchange will fit harmoniously into the area as demonstrated by the prior approval and subsequent operation of a similar currency exchange within the same retail center.

4. Use Of Public Services And Facilities: The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

No significant increase in the utilization of the public utility systems is anticipated.

5. Public Necessity: The proposed use at the particular location requested is necessary to provide a service or a facility which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community.

A currency exchange has been operating within the Plaza de Campana for several years, this user would be replacing a number of services that have been available to residents. There is only one other currency exchange operating in the Village (near Grand Avenue & York Road).

6. Other Factors: The use is in harmony with any other elements of compatibility pertinent in the judgment of the commission to the conditional use in its proposed location.

The currency exchange will be in harmony with the surrounding businesses in the Plaza de Campana and along the Grand Avenue commercial corridor.

## **RECOMMENDATIONS:**

Staff recommends the approval of the above Findings of Fact and for the Conditional Use Permit to allow a Currency Exchange, at the requested location subject to the following conditions:

1. The Conditional Use Permit shall be for Enbioxpress Illinois LLC only and is not transferable.
2. All requisite approvals and licenses from other governmental entities be obtained and copies thereof submitted to the Village.
3. Any signage shall be in compliance with the Village approved Master Sign Plan for the Plaza de Campana retail center.
4. The existing currency exchange shall vacate the Plaza de Campana prior to the establishment of the Enbioxpress Illinois LLC currency exchange.
5. The utility bill must be paid in full prior to this item being transmitted to the Village Board Community & Economic Development Committee.

Respectfully Submitted,

Department of Community  
& Economic Development

**TYPE:** Ordinance Amendment **SUBMITTED BY:** Chief Frank Kosman **DATE:** 12-7-11

**DESCRIPTION:** An Ordinance Amending and Restating Title 5, Traffic and Motor Vehicles, Chapter 7, Motor Vehicle Tows, Section 5-7-10, Fees, of the Village Code

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:** Public Safety Committee passed  
Unanimously.

**DATE:** 11-15-11

**BACKGROUND:**

The Motor Vehicle Tow Ordinance was last amended in 2005. The ordinance regulates the towing companies that the police are authorized to use including the fees that the companies can charge the owners of towed cars. The current maximum fee schedule set by Village Ordinance, 5-7-10, is attached. One of the four current companies requested that the fee structure be reviewed and updated.

At their November 18, 2011 the Public Safety Committee unanimously voted to recommend approval of the staff recommended rate increases. At the same time discussion on modifications of the tow company eligibility requirements was tabled to a later Public Safety Committee meeting. Staff plans to bring the tow company text amendment to the Committee in January. This rate agenda item stands alone separate from the tow company issue.

**KEY ISSUES:**

A survey, see attached, was conducted of towing fees for nearby police departments. The results indicate that the average fee per tow is about \$162, compared to our current fee per tow of \$145. This combines a tow fee of \$105 and an administrative fee of \$25. The Du Page County Sheriff's Office, the Illinois State Police, Oak Brook Terrace PD, and the Villa Park PD renewed their price structure this past summer. Their tow fees were set at \$165. If the maximum tow fee was raised from \$105 to \$140, the fees for most of the tows would be \$165 when the administrative fee of \$25 was included. The survey also indicated that the average outside storage rate was \$36.50 per day and the inside storage rate was \$41.80 per day. As such, staff recommends increasing the outside storage rate from \$30 to \$35 per day and inside storage from \$35 to \$40 per day.

**ALTERNATIVES:**

1. Maintain the status of the tow related fees.
2. Increase the fee rates as recommended or as per the discretion of the board.
3. Discretion of the Board

**RECOMMENDATION:**

Staff recommends the towing fee be raised to \$140 from \$105, the outside storage fee be raised to \$35 per day from \$30 per day and the inside storage fee be raised to \$40 per day from \$35 per day. This is comparable to the fees for other towns, and the towing companies agreed to propose these increases.

**BUDGET IMPACT:**

None

**ACTION REQUIRED:**

Passage of an ordinance amendment restating Title 5, Chapter 7, Section 5-7-10 of the Village code that changes the maximum fees as recommended.

## 5-7-10: FEES:

The following schedule of maximum fees shall be in effect for all tows received off the rotation tow list:

Service Description	Maximum Fee
Towing rates (hook or flatbed service):	
Vehicle tow	\$105.00
Extended service tow	100.00 per hour
Extra man	65.00 per man per hour
Light duty winching/uprighting	85.00 per hour (or fraction thereof)
Medium duty winching/uprighting	185.00 per hour (or fraction thereof)
Heavy duty winching/uprighting	225.00 per hour (or fraction thereof)
Clean up	20.00
Oil-dry	20.00 per bag
Storage (per calendar day upon arrival):	
Outside	30.00 per day
Inside	35.00 per day
Mileage:	
Within village limits or to storage facility designated on application	Free
Outside village limits	1.50 per mile
Requested window covering	20.00 per pane
Linkage remove and install	20.00
Administration fee	25.00

Every tow truck performing towing services pursuant to this chapter shall have a placard

describing available rates and services posted in the cab of the vehicle at all times. Where special or unusual circumstances require an extraordinary amount of service or equipment, a higher fee may be charged; provided, however, that the owner or operator of the vehicle to be serviced shall be informed of the additional fee in advance of servicing the vehicle, if such person is reasonably available to be notified. (Ord. 49-2005, 9-19-2005)

## BENSEVILLE POLICE DEPARTMENT

TOW SURVEY 2011

		Elmhurst 630-530- 3000	Addison 630-543- 4100	Elk Grove 847-439- 3900	Franklin Park 847- 671-4800	Northlake 708-343- 8700	Dupage County Sheriff	Illinois State Police	Oak Brook	Oakbrook Terr	Villa Park
Medium Duty	DNA	\$175/10- 40K	\$150	DNA	\$250	DNA	DNA	DNA	DNA	DNA	DNA
Heavy Duty	DNA	\$200/40 K & greater	\$185	DNA	DNA	DNA	DNA	DNA	DNA	DNA	DNA
Recovery	DNA	\$300/2 hour min	DNA	DNA	DNA	DNA	DNA	DNA	DNA	DNA	DNA
Storage	DNA	DNA	DNA	DNA	\$45	\$39	\$40	\$40	\$35	\$40	\$40
Truck Storage	DNA	\$50	\$50/\$12 5	DNA	DNA	DNA	DNA	DNA	DNA	DNA	DNA
Trailer Storage	DNA	\$60	DNA	DNA	DNA	DNA	DNA	DNA	DNA	DNA	DNA
Rehooking Fee	DNA	\$85	DNA	DNA	DNA	DNA	DNA	DNA	DNA	DNA	DNA
Lock-out	DNA	\$25	\$65	DNA	\$50	DNA	DNA	DNA	DNA	DNA	DNA
Jump/Change Tire	DNA	DNA	\$65	DNA	DNA	DNA	DNA	DNA	DNA	DNA	DNA
Snow/Parade/S pecial Event	DNA	\$90	DNA	DNA	DNA	DNA	DNA	DNA	DNA	DNA	DNA
Shrink Wrap or Tarping	DNA	\$25	DNA	DNA	DNA	DNA	DNA	DNA	DNA	DNA	DNA
Window Covering		\$20 per pane	DNA	DNA	DNA	DNA	DNA	DNA	DNA	DNA	DNA
Outside Storage		\$30	\$35	\$30	\$35	DNA	DNA	DNA	DNA	DNA	DNA
Inside Storage		\$35	\$45	\$45	\$35	DNA	DNA	DNA	DNA	DNA	DNA
After Hours Release		DNA	DNA	DNA	\$50	DNA	DNA	DNA	DNA	DNA	DNA

Bensenville	Elmhurst 630-530-3000	Addison 630-543-4100	Elk Grove 847-3900	Franklin Park 847-671-4800	Northlake 708-343-8700	Dupage County Sheriff	Illinois State Police	Oak Brook	Oakbrook Terr	Villa Park	
2 <sup>nd</sup> Truck Needed	DNA	DNA	DNA	DNA	\$85	DNA	DNA	DNA	DNA	DNA	
Special Equipment	DNA	DNA	DNA	DNA	\$35	DNA	DNA	DNA	DNA	DNA	
Medium Duty Tow Storage	DNA	DNA	DNA	DNA	\$60	DNA	DNA	DNA	DNA	DNA	
Medium Duty Tow After Hours Release	DNA	DNA	DNA	DNA	\$60	DNA	DNA	DNA	DNA	DNA	
Motorcycle Storage	DNA	DNA	DNA	DNA	\$45	DNA	DNA	DNA	DNA	DNA	
Motorcycle After Hours Release	DNA	DNA	DNA	DNA	\$50	DNA	DNA	DNA	DNA	DNA	
Personal Tows	DNA	DNA	DNA	DNA	\$65 & Up/ \$2 a mile	DNA	DNA	DNA	DNA	DNA	
Tire Change	DNA	DNA	DNA	DNA	\$50	DNA	DNA	DNA	DNA	DNA	
Gas Delivery	DNA	DNA	DNA	DNA	\$50	DNA	DNA	DNA	DNA	DNA	
Re-Tows	DNA	DNA	DNA	DNA	\$100	DNA	DNA	DNA	DNA	DNA	
Extraordinary Recovery	DNA	DNA	DNA	DNA	\$100	DNA	DNA	DNA	DNA	DNA	

**ORDINANCE NO.**

**AMENDING VILLAGE CODE  
TITLE 5, TRAFFIC AND MOTOR VEHICLES  
CHAPTER 7, MOTOR VEHICLE TOWS  
SECTION 5-7-10, FEES**

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

**SECTION ONE:** Title 5, Chapter 7, Section 5-7-10 of the Village Code is hereby amended in part by amending the following provisions:

Vehicle Tow	\$140.00
<b>Storage (per calendar day upon arrival)</b>	
Outside	\$35.00
Inside	\$40.00

**SECTION TWO:** All ordinances in conflict herewith are repealed to the extent of said conflict. This ordinance is in full force and effect from and after passage and publication according to law.

**PASSED AND APPROVED BY THE** President and Board of Trustees at the Village of Bensenville, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

---

Frank Soto  
Village President

**ATTEST:**

---

Corey Williamsen  
Village Clerk

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

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

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

**TYPE:** Resolution **SUBMITTED BY:** Village Attorney **DATE:** December 13, 2011

**DESCRIPTION:** Resolution Authorizing the Execution of a Settlement Agreement with Synagro Central, LLC

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION:** Approved in Executive Session

**DATE:** November 22, 2011

---

**BACKGROUND:** Synagro Central LLC ("Synagro") is the Village's former contract sludge processor. The Village's contract for sludge processing with Synagro was to have run through December 31, 2010. In late 2009 and early 2010, the Village discovered that, since 2006, it had not received the annual adjustment in the unit price rate for the years in which sludge processing exceeded 4.2 million gallons, as was provided for its contract with Synagro. The Village determined that, as of March 2010, it should have received an approximate fifty (50)-percent rate reduction in unit price rate adjustments, amounting to approximately \$218,500.00, for the period 2006 through March 2010 for the excess sludge processing. To reimburse itself, the Village began withholding payment of Synagro invoices, the total withheld having reached \$248,559.61 when Synagro suspended services to the Village in November 2010 because of nonpayment. Although the Village attempt to settle its rate adjustment claim with Synagro, prior to the litigation, Synagro was unwilling to agree to reimbursement of more than \$35,000.00 for over billing.

**KEY ISSUE:** On December 17, 2010, Synagro filed suit for the unpaid invoiced amounts and the Village filed a Counterclaim against Synagro. As a result of the Court-Ordered Settlement Conference on September 14, 2011, the Parties' Attorneys agreed to recommend a settlement of a \$195,000.00 payment from the Village to Synagro for Synagro's unpaid invoice claims and the Village's Counterclaims for the unit price rate adjustments and for \$7,000.00 in costs incurred because of Synagro's suspension of services. The attorneys also agreed that the Parties should attempt to directly negotiate the purchase price for the sale of the dewatering building and equipment, which the contract requires the Village to purchase for fair market value at the conclusion of Synagro's services.

**ALTERNATIVES:**

1. Approve the Settlement Agreement
2. Reject the Settlement Agreement
3. Discretion of the Board

**RECOMMENDATION:** Staff recommends approval of the attached Settlement Agreement. The proposed compromised payment of \$195,000.00 by the Village to Synagro represents an amount that is over \$100,000.00 less than the \$295,077.00 total of Synagro's claim for unpaid invoice amounts and interest, but only \$23,500.00 less than the \$218,500.00 reimbursement the Village initially projected it was entitled to.

**BUDGET IMPACT:** \$195,000.00.

**ACTION REQUIRED:** Pass the Resolution authorizing the Village's entry into and execution of the Settlement Agreement.

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
SETTLEMENT AGREEMENT WITH THE SYNAGRO CENTRAL, LLC**

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 Synagro Central LLC ("Synagro") has filed litigation captioned *Synagro Central, LLC, v. Village of Bensenville*, Case No. 10 C 8005, currently pending in the U.S. District Court for the Northern District of Illinois, at Chicago, Illinois; and

WHEREAS, since the time of the filing the litigation, the parties have engaged in settlement discussions, which have resulted in an agreement, the terms of which are contained in the Settlement Agreement attached hereto as Exhibit "A;" and

WHEREAS, the President and Board of Trustees of the VILLAGE have determined that the terms of the agreement are advantageous to the VILLAGE and that it is therefore in the interest of the VILLAGE and its residents for the VILLAGE to resolve this litigation under terms of the agreement, and, accordingly, President and Board of Trustees of the VILLAGE desire to enter into the Settlement Agreement set forth in Exhibit "A,"

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

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

**SECTION TWO:** The Village President is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Acting Village Clerk is hereby

authorized to attest thereto, the Settlement Agreement attached hereto and incorporated herein by reference as Exhibit "A."

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 13th day of December 2011.

APPROVED:

---

Frank Soto, Village President

ATTEST:

---

Corey Williamsen, Acting Village Clerk

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

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

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

## **SETTLEMENT AGREEMENT**

WHEREAS, Synagro Central, LLC (“Synagro”), through its predecessor, A&J Cartage, Inc., entered into a contract with the Village of Bensenville (“Bensenville”) on the 25<sup>th</sup> day of September, 1995, pursuant to which Synagro (and its predecessor) was to provide and furnish all the necessary labor, tools, equipment, materials, and services required to perform and complete the work for biosolids management in accordance with the specifications as provided for in that agreement; and

WHEREAS, that the contract was extended between the parties on various occasions through the calendar year 2010; and

WHEREAS, Synagro invoiced Bensenville on a monthly basis for services provided based upon the gallons of liquid processed, as provided in the contract; and

WHEREAS, a dispute arose between the parties as to the rates and/or discounts applicable to the services provided; and

WHEREAS, Synagro commenced an action against Bensenville in the United States District Court for the Northern District of Illinois captioned *Synagro Central, LLC, v. Village of Bensenville*, Docket No. 2010 C 8005, seeking to recover amounts invoiced under the contract and damages on a related claim for recovery, or the value, of a Butler-type building and various equipment owned by Synagro which remained in the possession of Bensenville; and

WHEREAS, Bensenville answered the complaint and asserted a counterclaim seeking to recover damages for an alleged failure to negotiate in price reductions and an alleged breach of contract arising from an alleged failure to process biosolids through the expiration of the contract; and

WHEREAS, the parties hereto, and each of them, wish to resolve the above-referenced lawsuit and claims and to settle their disputes asserted in Synagro's breach-of-contract claim (Count I) and in Bensenville's counterclaims, without further court proceedings;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and conditions contained herein, and for other good and valuable consideration, it is agreed by and between the parties as follows:

1. For and in consideration of the execution of this settlement agreement by both parties hereto, and for the undertakings of the respective parties set forth below, Synagro agrees to dismiss Count I of its complaint and the claim for lost profits in Count II of its complaint, and Bensenville agrees to dismiss its counterclaims (Counts I and II), and all other claims by each and counterclaims which are or could have been asserted in case number 2010 C 8005, except for claims arising from or in connection with the valuation and conveyance of that certain Butler-type building and dewatering equipment owned by Synagro (the valuation and conveyance of said property being the subject of Count II of the complaint and in Section 4.07 of Article IV of the Standard Specifications of the contract between the parties), with prejudice, each party to bear its own costs and attorneys' fees.

2. Bensenville will pay the sum of \$195,000 to Synagro contemporaneously with the execution of this agreement by both parties.

3. Synagro and Bensenville shall continue to negotiate for the conveyance of the Butler-type building and dewatering equipment, provided that either party may demand that the issues relating to the valuation and conveyance of the building and equipment be resolved in accordance with the protocol established in Section 4.07 of the Standard Specifications of the contract between the parties, the court retaining jurisdiction to enforce said agreement as a matter remaining before the court under Count II of Synagro's complaint.

4. Synagro agrees to hold harmless and indemnify Bensenville and its officers, employees, agents, successors, and assigns from and against any claims, actions, or lawsuits brought against them arising out of or referring to matters released by the terms of this agreement.

5. Bensenville agrees to hold harmless and indemnify Synagro and its officers, employees, agents, successors, and assigns from and against any claims, actions, or lawsuits brought against them arising out of or referring to matters released by the terms of this agreement.

6. It is further agreed and understood that no promise or agreement not herein expressed has been made, that this settlement agreement is not executed in reliance upon any statement or representation made by said parties, or any of them, or by any person employed by or representing any of them; that each of the parties has had an opportunity to review and discuss the terms and conditions of this settlement agreement with their respective attorneys; that all claims, if any, for attorneys' fees or liens are included in this settlement; that the payment of the consideration and execution of this settlement agreement are not to be construed as an admission of liability, all liability being expressly denied by said parties; and that the terms hereof are contractual, and not mere recitals.

7. This settlement agreement may be executed in counterparts.

SYNAGRO CENTRAL, LLC

VILLAGE OF BENSENVILLE

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

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

Dated:\_\_\_\_\_

Dated:\_\_\_\_\_

**TYPE:** Motion      **SUBMITTED BY:** Tim Sloth      **DATE:** November 30, 2011

**DESCRIPTION:** Motion approving the Fraud Risk Assessment Program Final Findings.

**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>

**ASSIGNED COMMITTEE:** Presented Preliminary Findings as an informational Item to the AFL Committee

**DATE:** 12/6/2011

**BACKGROUND:** Accounting industry trends have increased organizations' awareness of the prevalence of fraud. Many organizations rely in part on their auditors to uncover any internal fraud, but audits, even those of the highest quality, are not a substitute for management establishing good internal control. It is management's responsibility to prevent and detect fraud. A key component of this is the Village's Fraud Risk Assessment Program.

The Village first conducted a Fraud Risk Assessment Program back in 2010. The program was initiated as a response to a comment issued in the 2009 Audit Management Letter. Now the Village holds the Fraud Risk Assessment Program on an annual basis to continue industry recognized best practices.

**KEY ISSUES:** Maintaining adequate internal controls.

**RECOMMENDATION:** Recommend approving the Fraud Risk Assessment Program Final Findings.

**BUDGET IMPACT:** None

**ACTION REQUIRED:** Board consideration of a motion to approve the Fraud Risk Assessment Program Final Findings.



# VILLAGE OF BENSENVILLE

## Village Board

President  
Frank Soto

## Trustees

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

Village Manager  
Michael J. Cassady

9/2/2010

## PROCEDURE

### Fraud Risk Assessment Program

Accounting industry trends have increased organizations' awareness of the prevalence of fraud. Many organizations rely in part on their auditors to uncover any internal fraud, but audits, even those of the highest quality, are not a substitute for management establishing good internal control. It is management's responsibility to prevent and detect fraud. A key component of this is the Village's Fraud Risk Assessment Program. The following is a bulleted outline of the Fraud Risk Assessment Program:

- Executive Management will meet on an annual basis and participate in a brainstorm on fraud with the goal of identifying areas posing a higher risk of fraudulent activity. Executive Management should evaluate whether appropriate internal controls have been implemented in any areas identified as posing a higher risk of fraudulent activity as well as controls over financial reporting process. If it is determined that any areas identified as posing a higher risk of fraudulent activity do not have sufficient internal controls Executive Management will determine appropriate internal controls to mitigate fraud risks. This meeting will be summarized in a document titled "Fraud Risk Assessment Program - Preliminary Findings."
- After the Executive Management staff meet, the Director of Finance will report their findings to the Administration, Finance and Legislation committee. At that meeting the Administration, Finance and Legislation Committee will also participate in a similar brainstorming session on fraud.
- The Director of Finance will summarize all findings as well as the implementation of any anti-fraud measures in a document called "Fraud Risk Assessment Program – Final Findings."
- The "Fraud Risk Assessment Program – Final Findings" document will be brought to the Board of Trustees for evaluation and approval.



# 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  
Jo Ellen Ridder

## 2011 Fraud Risk Assessment Program Final Findings

- Manual Check Policy – A question was raised as to whether the same level of internal controls is in place for manual checks as there are for regular Accounts Payable checks.
  - \* Finance will be looking into the manual check process to make sure the same level of controls exist in a manual check versus a check that goes through the regular A/P process.
- The Village Wide Credit Card - A question was raised as to the adequacy of controls that are in place for the Village-wide credit card.
  - \* Finance will be looking into the procedures for all credit cards and make sure adequate controls are in place.
- Expense Reimbursement – A discussion took place in regards to whether there are adequate controls in place when it comes to expense reimbursement. The concern was that an employee could purchase goods on their own credit card prior to receiving approval.
  - \* It was decided that there are adequate controls in place. Any employee who makes a purchase using their own funds must submit an expense reimbursement form which goes through the regular accounts payable approval process before a check is issued back to that employee. In actuality the risk is on the employee. If an employee chooses to spend their own funds without getting prior approval they run the risk that they will not be reimbursed. For example, if I decide everyone in my office should have a brand new \$500 electronic stapler and I purchase \$5,000 worth of staplers using my own funds. I am running the risk that the Village Manager will not agree with my assessment and not approve my expense reimbursement. Ultimately the control of Village funds still rests with the Village in accordance with regular accounts payable policies and procedures.
- Fuel purchasing – It was brought up that there could be a lack of internal controls in the area of purchasing fuel. It seems like an employee of the gas station could feasibly purchase fuel for a friend and easily charge it back to the Village.
  - \* The Village has budgeted \$70,000 in 2012 to install a fuel station at Public Works and cease utilizing the current system.

*The above items were presented to the AFL Committee on 12/6/2011. No additional, items were identified as an area of concern at this meeting.*

**TYPE:** Ordinance **SUBMITTED BY:** Tim Sloth **DATE:** December 13, 2011

**DESCRIPTION:** An ordinance adopting the annual budget for the Village of Bensenville for the fiscal year commencing January 1, 2012 and ending December 31, 2012.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>	<input checked="" type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input checked="" type="checkbox"/>	<i>Quality Customer Oriented Services</i>	<input 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:** Passed AFL 6-0

**DATE:** 12/6/2011

**BACKGROUND:** Per the Budget Act under which the Village functions, the annual budget must be adopted before the commencement of the Fiscal Year. As such the 2012 Budget needs to be approved by the Village Board by December 31, 2011. As part of this process the Village is required to hold a Public Hearing to take public comment on the proposed budget. This public hearing is being held on December 13, 2011. The Board is being asked to approve an ordinance adopting the 2012 budget.

The 2012 proposed budget totals \$53,768,621 of which \$26,566,409 is operating expenditures, \$19,574,119 is capital expenditures and \$7,628,093 is debt service. Total budgeted revenues (net of transfers) equal \$45,317,913.

<b>Village of Bensenville</b> <b>Revenue &amp; Expenditure Summary - FY 2009 Actual through FY 2012 Budget</b>					
	<b>FY 2009 Actual</b>	<b>FY 2010 Actual</b>	<b>FY 2011 Budget</b>	<b>FY 2011 Projected</b>	<b>FY 2012 Budget</b>
<b>Total Revenues (Net of Transfers)</b>	36,308,813	73,957,622	68,427,143	61,944,451	45,317,913
<b>Total Expenditures</b>	40,448,696	62,145,609	70,341,614	50,134,950	53,768,621
<b>Revenues over(under) Expenditures</b>	(4,139,883)	11,812,013	(1,914,471)	11,809,501	(8,450,708)

The budget is balanced in that operating expenditures are supported by operating revenues and do not rely on debt service or any one-time revenue sources. The planned use of cash of \$8,450,708 is mostly due to \$7,570,670 of North Industrial Park Improvements utilizing funds accumulated in 2011. Additionally, \$911,000 of capital items budgeted in 2012 are carryovers from 2011.

**KEY ISSUES:** The Village is required to approve an annual budget prior to commencing of the fiscal year (January 1, 2012).

**RECOMMENDATION:** Approval of the Ordinance.

**BUDGET IMPACT:** The total 2012 proposed budget is \$53,768,621. No impact to the 2011 budget.

**ACTION REQUIRED:** Approval of an Ordinance adopting the annual budget for the Village of Bensenville for the fiscal year commencing January 1, 2012 and ending December 31, 2012.

**ORDINACE NO. \_\_\_\_\_**

**AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE VILLAGE OF  
BENSENVILLE FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2012 AND  
ENDING DECEMBER 31, 2012**

**WHEREAS**, the Village of Bensenville, DuPage and Cook Counties, Illinois has heretofore adopted the annual budget procedure provided for in 65 ILCS 5/8-2-9.1 through and including 65 ILCS 5/8-2-9.10; and

**WHEREAS**, the tentative annual budget for the fiscal year commencing on January 1, 2012 and ending on December 31, 2012 was made conveniently available for public inspection for a period of ten (10) days prior to the date hereof; and

**WHEREAS**, notice of a public hearing was duly published in a newspaper of general circulation within the Village as provided by statute; and

**WHEREAS**, in accordance with the statutes made and provided therefore, the Village held a public hearing on said budget on December 13, 2011.

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

**SECTION ONE:** The document titled Village of Bensenville 2012 Budget Final, attached hereto and incorporated herein as Exhibit "A", is the Annual Budget for the fiscal year ending December 31, 2012 and the same is hereby passed and adopted.

**SECTION TWO:** This Ordinance shall be in full force and take effect upon its passage, approval and publication in pamphlet form, as provided by law.

**SECTION THREE:** the Village Clerk is directed to transmit certified copies of this ordinance to the Clerks of DuPage and Cook Counties.

**PASSED AND APPROVED** by the President and Board of Trustees at the Village of Bensenville, this 13<sup>th</sup> day of December, 2011.

---

Frank Soto, Village President

**ATTEST:**

---

JoEllen Ridder, Village Clerk

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

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

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

**Village of Bensenville 2012 Budget Final**  
**Revenue Estimate by Fund, FY 2009 Actual through FY 2012 Budget**

Exhibit A

	FY 2009 Actual	FY 2010 Actual	FY 2011 Budget	FY 2011 Projected	FY 2012 Budget
<b>General Fund Revenues</b>					
<b>Property Taxes</b>					
Corporate	3,012,367	2,295,852	2,026,000	2,112,000	2,112,000
IMRF	128,476	352,886	212,000	212,300	212,300
Police Protection	122,312	1,484,301	1,037,000	1,037,000	1,037,000
Police Pension	131,959	404,640	296,000	296,000	296,000
Tort Judgment/Liability	362,576	421,847	271,000	271,000	271,000
FICA	158,943	422,513	247,000	247,000	247,000
Workers Compensation	200,488	283,685	193,000	193,000	193,000
Road & Bridge	-	992,256	200,000	220,000	215,000
<b>Total Property Taxes</b>	<b>\$ 4,117,121</b>	<b>\$ 6,657,980</b>	<b>\$ 4,482,000</b>	<b>\$ 4,588,300</b>	<b>\$ 4,583,300</b>
<b>Taxes</b>					
Utility Tax - Electric	1,738,613	2,443,227	1,025,000	1,280,000	1,280,000
Utility Tax - Natural Gas	-	-	340,000	320,000	340,000
Replacement Tax	187,332	269,516	172,500	172,500	172,500
Hotel/Motel Tax	63,467	101,229	57,000	58,168	57,000
Village Amusement	98,901	174,419	85,000	85,000	85,000
Telecommunications Tax	1,570,948	2,395,997	1,450,000	1,400,000	1,400,000
<b>Total Taxes</b>	<b>\$ 3,659,261</b>	<b>\$ 5,384,388</b>	<b>\$ 3,129,500</b>	<b>\$ 3,315,668</b>	<b>\$ 3,334,500</b>
<b>Intergovernmental</b>					
Auto Rental Tax	6,376	38,517	1,422,500	14,220	10,000
Income Taxes	1,823,220	2,592,235	1,650,000	1,528,000	1,450,000
State Use Tax	293,858	432,944	250,000	286,650	265,000
Sales Tax - General Fund	4,155,103	6,578,867	3,850,000	4,420,519	4,473,100
Operating Grants - St - Admin	105,337	35,260	-	-	-
Operating Grants - Regional	-	68,088	35,000	44,244	-
Capital Grants Federal Admin	120	3,447	-	-	-
Grant (ISBE Nutrition Program)	-	-	-	-	-
Chicago Reimbursement	-	60,140	-	11,404	-
Motor Fuel Tax Allotment (MFT Transfer)	-	974,260	515,000	540,000	475,000
<b>Total Intergovernmental</b>	<b>\$ 6,384,014</b>	<b>\$ 10,783,758</b>	<b>\$ 7,722,500</b>	<b>\$ 6,845,037</b>	<b>\$ 6,673,100</b>
<b>Licenses &amp; Permits</b>					
Business Licenses	245,540	287,250	170,000	150,000	150,000
Liquor Licenses	48,700	110,020	60,000	60,000	60,000
Dog Licenses	206	1,015	850	1,850	1,500
Vehicle Stickers	457,453	374,358	-	-	-
Truck Weight Permits	-	7,103	5,000	15,000	15,000
Building Permits - DuPage	521,159	546,721	325,000	237,000	235,000
Building Permits - Cook	-	-	-	-	-
<b>Total Licenses &amp; Permits</b>	<b>\$ 1,273,058</b>	<b>\$ 1,326,467</b>	<b>\$ 560,850</b>	<b>\$ 463,850</b>	<b>\$ 461,500</b>
<b>Fines &amp; Forfeits</b>					
Fines - Traffic Enforcement	476,370	507,761	275,000	254,000	254,000
Fines - False Alarms	2,507	29,458	25,000	17,550	17,550
Fines - Parking	-	-	-	-	-
Fines Red-light Violations	-	565,775	552,000	535,000	525,000
Fines - PD - Misc.	234	96,629	250	4,350	1,450
Fines - Code Enforcement	19,155	1,075	500	3,500	500
<b>Total Fines &amp; Forfeits</b>	<b>\$ 498,266</b>	<b>\$ 1,200,698</b>	<b>\$ 852,750</b>	<b>\$ 814,400</b>	<b>\$ 798,500</b>
<b>Charges for Services</b>					
Return Checks Fees	225	210	250	105	100
Basset/Report/Misc. Fees	3,947	20,309	12,000	5,000	5,000
Reim. Exp - Police Services	83,515	78,806	80,000	70,000	70,000
Reim. Exp - Police Training	-	-	-	8,842	-
Downtown Parking Fees	6,118	1,534	1,200	1,000	1,000
Auto Towing Fees	106,000	156,000	110,000	76,800	76,500
Reim Exp - Fire Services	660	-	-	-	-
Dial-A-Bus Fares	-	19,352	12,500	11,598	11,500
Engineering Review & Inspection Fees	16,500	-	10,000	-	10,000
Zoning Hearing Fees	3,075	29,895	30,000	-	30,000
Maps/Codes/Plan Reviews	40	1,165	500	-	500
Sign Permit Fees	8,185	15,109	8,500	6,000	6,000
Elevator Inspection Fees	7,809	9,075	6,500	6,500	6,500
Alarm Connect/Pump Fees	4,400	19,675	13,450	-	5,000
Smoke Detectors	2,219	3,030	1,500	1,500	1,500
Reim Exp-Code Enforcement	1,295	-	-	-	-
Inspection Fee Zoning	3,600	150	-	-	-
Inspection Fee Rental Units	84,258	124,571	72,000	56,780	56,750
Inspection Fee Real Estate Trsf	6,363	13,160	8,000	8,360	8,350
Recreation Fees - Redmond	136,939	228,841	110,000	121,580	30,000
Miscellaneous Revenue - Redmond	498	40,095	2,000	410	-
Rink Revenue - Ice Rental	1,771,267	3,131,126	1,811,705	2,050,000	2,000,000
Rink Revenue - Party Room Rental	13,729	4,512	1,000	1,275	1,000
Rink Revenue - Skate Rental	7,113	39,757	8,500	3,457	4,000
Rink Revenue - Public Skating	9,416	33,072	16,500	23,598	18,000
Rink Revenue - Hockey School	63,192	191,922	-	57,000	15,000
Rink Revenue - Figure Skating	143,432	117,504	145,000	145,000	145,000
Rink Revenue - Ice Shows	61	10,869	-	-	-
Rink Revenue - Rat Hockey	-	38,823	23,000	27,606	25,000
Rink Revenue - Adult Leagues	2,626	724	-	45	-
Steel Sponsorship Revenue	156,843	206	-	-	-

**Village of Bensenville 2012 Budget Final**  
**Revenue Estimate by Fund, FY 2009 Actual through FY 2012 Budget**

Exhibit A

	<b>FY 2009 Actual</b>	<b>FY 2010 Actual</b>	<b>FY 2011 Budget</b>	<b>FY 2011 Projected</b>	<b>FY 2012 Budget</b>
Rink Rev Sponsorship/Promotional	16,399	16,370	16,000	20,500	16,000
Aquatic Center	55,096	82,765	70,000	57,078	70,000
Pro Shop Merchandise	45,037	75,154	50,000	37,573	-
Ice Rink Concessions	185,283	235,142	200,000	125,919	150,000
Concession Stand - Vending Commission	11,242	16,350	5,000	12,600	15,000
Movie Theatre Admission Sales	36,742	65,667	43,000	44,225	50,000
Rental Premier Sports/PRV.ACLRN	12,888	-	-	2,230	12,000
Double Feature Shop Food Sales	64,988	100,529	63,000	65,000	63,000
Miscellaneous Charges	78,108	8,026	25,000	20,000	20,000
Miscellaneous Reimbursement	-	145,728	25,000	500	500
Teen Center Contributions	-	-	5,000	-	-
Franchise Fees Cable	74,594	322,424	170,000	194,000	194,000
<b>Total Charges for Services</b>	<b>\$ 3,223,702</b>	<b>\$ 5,397,647</b>	<b>\$ 3,156,105</b>	<b>\$ 3,262,081</b>	<b>\$ 3,117,200</b>
<b>Investment Income</b>					
Interest Income	53,264	53,636	25,000	28,782	25,000
Interest on Investments	8,090	2,033	25,000	826	25,000
Interest - Property Tax Corp	-	205	100	15	100
Interest - Property Tax IMRF	17	22	25	2	25
Interest - Property Tax FICA	25	26	25	2	25
Interest - Property Tax PD Protection	-	100	50	8	50
Interest - Property Tax Tort	-	29	25	2	25
Interest - Property Tax Work Comp	-	19	20	1	25
Interest - Property Tax RD & BRDG	-	24	10	2	10
<b>Total Investment Income</b>	<b>\$ 61,396</b>	<b>\$ 56,094</b>	<b>\$ 50,255</b>	<b>\$ 29,640</b>	<b>\$ 50,260</b>
<b>Other Revenues</b>					
Reimburse Expenditures - General	51	-	10,000	7,500	7,500
Liability Insurance Claim Reimbursement	84,504	15,000	5,000	2,550	2,550
Local Government Rebates	-	24,213	20,000	-	20,000
Program Contributions	-	2,409	1,500	-	1,500
Comm Serv - Program Contrib.	-	10,999	10,000	1,800	10,000
Miscellaneous	-	37,289	350	-	250
Sale of Asset	-	26,984	-	-	-
Proceeds from Debt	-	178,406	-	-	-
Revenue Over and Short	(2,052)	3,002	2,000	62	2,000
<b>Total Other Revenues</b>	<b>\$ 82,503</b>	<b>\$ 298,302</b>	<b>\$ 48,850</b>	<b>\$ 11,912</b>	<b>\$ 43,800</b>
<b>Interfund Transfers In</b>					
Transfer from CIP	1,795,000	228,000	-	-	-
Transfer from Utility Fund	781,200	596,666	830,000	830,000	813,000
Transfer from Recycling & Refuse	81,000	135,000	30,000	30,000	-
Transfer from Dial A Bus	200,500	-	-	-	-
Transfer from TORT	-	-	-	-	-
Transfer from Insurance	-	-	-	-	-
Transfer from Refunding Series 2002A	-	-	-	-	-
Transfer from Rental Property Fund	-	883,510	-	-	-
Transfer from Commuter Parking	-	64,133	-	-	30,000
<b>Total Interfund Transfers In</b>	<b>\$ 2,857,700</b>	<b>\$ 1,907,309</b>	<b>\$ 860,000</b>	<b>\$ 860,000</b>	<b>\$ 843,000</b>
<b>Other Financial Sources</b>					
Special Item	-	6,464,832	-	-	-
<b>Total Other Financial Sources</b>	<b>\$ -</b>	<b>\$ 6,464,832</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Sub Total General Fund</b>	<b>\$ 22,157,021</b>	<b>\$ 39,477,475</b>	<b>\$ 20,862,810</b>	<b>\$ 20,190,888</b>	<b>\$ 19,905,160</b>
<b>Interfund Transfers Out</b>					
Transfer to Debt Svc for EDGE	(2,243,784)	(2,440,038)	(358,263)	(358,263)	(394,145)
TR to Debt Svc-Edge (Net Skating Rev)	-	-	-	-	-
Transfer to Stormwater	-	(159,942)	-	-	-
Transfer to CIP	-	(483,716)	(144,025)	(144,025)	-
Transfer to Dial A Bus	(200,500)	-	-	-	-
Transfer to MFT	-	(740,846)	-	-	-
Transfer to SA #2	-	(666,127)	-	-	-
Transfer to TIF#1	-	(516,283)	-	-	-
Transfer to TIF#2	-	(700)	-	-	-
Transfer to TIF#12	-	(16,813)	-	-	-
Transfer to Insurance	-	-	-	-	-
Transfer to Debt (MFT)	-	-	(370,975)	(370,975)	-
Transfer to Debt Service	(1,665,794)	(3,145,429)	(1,776,200)	(1,776,200)	(1,628,135)
<b>Total Interfund Transfers Out</b>	<b>(4,110,078)</b>	<b>(8,169,894)</b>	<b>(2,649,463)</b>	<b>(2,649,463)</b>	<b>(2,022,280)</b>
<b>Total General Funds</b>	<b>\$ 18,046,943</b>	<b>\$ 31,307,581</b>	<b>\$ 18,213,347</b>	<b>\$ 17,541,425</b>	<b>\$ 17,882,880</b>
<b>Pace Fund</b>					
<b>Intergovernmental</b>					
Operating Grants - PACE	60,102	-	-	-	-
<b>Total Intergovernmental</b>	<b>\$ 60,102</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Charges for Services</b>					
Dial - A - Bus Fares	13,547	-	-	-	-
<b>Total Charges for Services</b>	<b>\$ 13,547</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Village of Bensenville 2012 Budget Final**  
**Revenue Estimate by Fund, FY 2009 Actual through FY 2012 Budget**

Exhibit A

	FY 2009 Actual	FY 2010 Actual	FY 2011 Budget	FY 2011 Projected	FY 2012 Budget
<b>Total Pace Fund</b>	<b>\$ 73,649</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Motor Fuel Tax Fund</b>					
<b>Charges for Services</b>					
Miscellaneous Charges	12,594	-	-	-	-
<b>Total Charges for Services</b>	<b>\$ 12,594</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Interfund Transfers</b>					
Transfer to Debt Service (FY 2009 & Original Budget 2010); Transfer to General (Amended 2010)	(362,743)	-	-	-	-
<b>Total Interfund Transfers</b>	<b>\$ (362,743)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Intergovernmental</b>					
Motor Fuel Tax Allotment	540,251	-	-	-	-
<b>Total Intergovernmental</b>	<b>\$ 540,251</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Investment Income</b>					
Interest on Investments	2,527	-	-	-	-
<b>Total Investment Income</b>	<b>\$ 2,527</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Motor Fuel Fund</b>	<b>\$ 192,629</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Capital Improvement Fund</b>					
<b>Licenses &amp; Permits</b>					
Vehicle Stickers	-	430,587	400,000	401,012	400,000
<b>Total Licenses &amp; Permits</b>	<b>\$ -</b>	<b>\$ 430,587</b>	<b>\$ 400,000</b>	<b>\$ 401,012</b>	<b>\$ 400,000</b>
<b>Intergovernmental</b>					
Operating Grants - Pace	-	-	-	-	-
Capital Grants - Federal	-	1,087,115	26,500	26,500	-
Capital Grants - Federal - CED	-	-	750,000	-	1,300,000
FAA Grant	-	-	800,000	800,000	-
RTA Grant	-	72,224	-	-	-
DuPage County - Accessibility Grant	-	-	-	-	-
Chicago O'Hare Settlement Proceeds	-	-	-	-	-
<b>Total Intergovernmental</b>	<b>\$ -</b>	<b>\$ 1,159,339</b>	<b>\$ 1,576,500</b>	<b>\$ 826,500</b>	<b>\$ 1,300,000</b>
<b>Investment Income</b>					
Interest on Investments	68,974	6,448	5,000	250	5,000
<b>Total Investment Income</b>	<b>\$ 68,974</b>	<b>\$ 6,448</b>	<b>\$ 5,000</b>	<b>\$ 250</b>	<b>\$ 5,000</b>
<b>Other Taxes</b>					
Sales Tax	3,124,936	5,065,714	2,700,000	3,124,480	3,050,000
<b>Total Other Taxes</b>	<b>\$ 3,124,936</b>	<b>\$ 5,065,714</b>	<b>\$ 2,700,000</b>	<b>\$ 3,124,480</b>	<b>\$ 3,050,000</b>
<b>Other Revenues</b>					
Sale of Asset	-	-	-	586,517	202,000
Reimburse Expenditures	-	43,000	-	100,000	-
	\$ -	\$ 43,000	\$ -	\$ 686,517	\$ 202,000
<b>Interfund Transfer Out</b>					
Transfer to General Fund	(1,795,000)	(228,000)	-	-	-
Transfer to TIF 4	-	(660,189)	-	-	-
Transfer to Utility (Storm Capital)	-	-	(760,000)	(760,000)	-
Transfer to Debt Service (EDGE)	-	-	(909,235)	(909,235)	(871,510)
Transfer to Debt Service	-	(267,276)	-	-	-
<b>Total Interfund Transfer Out</b>	<b>\$ (1,795,000)</b>	<b>\$ (1,155,465)</b>	<b>\$ (1,669,235)</b>	<b>\$ (1,669,235)</b>	<b>\$ (871,510)</b>
<b>Interfund Transfers In</b>					
Transfer from General Fund	-	483,716	144,025	144,025	-
Transfer from Rental Property	-	177,583	-	-	-
Transfer from Utility Fund	-	409,850	-	-	-
<b>Total Interfund Transfers in</b>	<b>\$ -</b>	<b>\$ 1,071,149</b>	<b>\$ 144,025</b>	<b>\$ 144,025</b>	<b>\$ -</b>
<b>Interfund Advances - Out</b>					
Advance to TIF 4	-	-	(399,550)	(399,550)	(313,995)
Advance to TIF 7	-	-	(195,285)	(195,285)	(214,365)
Advance to TIF 11	-	-	(133,395)	(133,395)	(140,730)
<b>Total Interfund Advances</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (728,230)</b>	<b>\$ (728,230)</b>	<b>\$ (669,090)</b>
<b>Total Capital Improvement Fund</b>	<b>\$ 1,398,910</b>	<b>\$ 6,620,772</b>	<b>\$ 2,428,060</b>	<b>\$ 2,785,319</b>	<b>\$ 3,416,400</b>
<b>Special Assessment #1</b>					
<b>Interfund Transfers In</b>					
Transfer from General Fund	-	666,127	-	-	-
<b>Total Interfund Transfers in</b>	<b>\$ -</b>	<b>\$ 666,127</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Special Assessment #1</b>	<b>\$ -</b>	<b>\$ 666,127</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Village of Bensenville 2012 Budget Final**  
**Revenue Estimate by Fund, FY 2009 Actual through FY 2012 Budget**

Exhibit A

	FY 2009 Actual	FY 2010 Actual	FY 2011 Budget	FY 2011 Projected	FY 2012 Budget
<b>SSA #2</b>					
<b>Property Tax</b>					
Property Tax	22,637	32,533	-	-	-
<b>Total Property Tax</b>	<b>\$ 22,637</b>	<b>\$ 32,533</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Interfund Transfers</b>					
Transfer to Debt Service 374 Acct	(21,000)	-	-	-	-
<b>Total Interfund Transfers</b>	<b>\$ (21,000)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Investment Income</b>					
Interest on Investments	14	2	-	-	-
<b>Total Investment Income</b>	<b>\$ 14</b>	<b>\$ 2</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total SSA #2</b>	<b>\$ 1,651</b>	<b>\$ 32,535</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>SSA #3</b>					
<b>Property Tax</b>					
Property Tax	-	-	36,556	-	55,627
<b>Total Property Tax</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 36,556</b>	<b>\$ -</b>	<b>\$ 55,627</b>
<b>Other Funding Sources</b>					
Proceeds from Debt	-	-	664,757	664,757	-
<b>Total Other Funding Sources</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 664,757</b>	<b>\$ 664,757</b>	<b>\$ -</b>
<b>Total SSA #3</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 701,313</b>	<b>\$ 664,757</b>	<b>\$ 55,627</b>
<b>SSA #4</b>					
<b>Property Tax</b>					
Property Tax	-	-	157,640	-	240,036
<b>Total Property Tax</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 157,640</b>	<b>\$ -</b>	<b>\$ 240,036</b>
<b>Other Funding Sources</b>					
Proceeds from Debt	-	-	2,866,613	2,866,613	-
<b>Total Other Funding Sources</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,866,613</b>	<b>\$ 2,866,613</b>	<b>\$ -</b>
<b>Total SSA #4</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,024,253</b>	<b>\$ 2,866,613</b>	<b>\$ 240,036</b>
<b>SSA #5</b>					
<b>Property Tax</b>					
Property Tax	-	-	11,015	-	17,612
<b>Total Property Tax</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,015</b>	<b>\$ -</b>	<b>\$ 17,612</b>
<b>Other Funding Sources</b>					
Proceeds from Debt	-	-	200,300	200,300	-
<b>Total Other Funding Sources</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 200,300</b>	<b>\$ 200,300</b>	<b>\$ -</b>
<b>Total SSA #5</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 211,315</b>	<b>\$ 200,300</b>	<b>\$ 17,612</b>
<b>SSA #6</b>					
<b>Property Tax</b>					
Property Tax	-	-	107,017	-	162,289
<b>Total Property Tax</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 107,017</b>	<b>\$ -</b>	<b>\$ 162,289</b>
<b>Other Funding Sources</b>					
Proceeds from Debt	-	-	1,946,053	1,946,053	-
<b>Total Other Funding Sources</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,946,053</b>	<b>\$ 1,946,053</b>	<b>\$ -</b>
<b>Total SSA #6</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,053,070</b>	<b>\$ 1,946,053</b>	<b>\$ 162,289</b>
<b>SSA #7</b>					
<b>Property Tax</b>					
Property Tax	-	-	55,055	-	85,207
<b>Total Property Tax</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 55,055</b>	<b>\$ -</b>	<b>\$ 85,207</b>
<b>Other Funding Sources</b>					
Proceeds from Debt	-	-	1,001,145	1,001,145	-
<b>Total Other Funding Sources</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,001,145</b>	<b>\$ 1,001,145</b>	<b>\$ -</b>
<b>Total SSA #7</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,056,200</b>	<b>\$ 1,001,145</b>	<b>\$ 85,207</b>
<b>SSA #8</b>					
<b>Property Tax</b>					
Property Tax	-	-	28,730	-	43,810
<b>Total Property Tax</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 28,730</b>	<b>\$ -</b>	<b>\$ 43,810</b>
<b>Other Funding Sources</b>					

**Village of Bensenville 2012 Budget Final**  
**Revenue Estimate by Fund, FY 2009 Actual through FY 2012 Budget**

Exhibit A

	FY 2009 Actual	FY 2010 Actual	FY 2011 Budget	FY 2011 Projected	FY 2012 Budget
Proceeds from Debt	-	-	522,434	522,434	-
<b>Total Other Funding Sources</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 522,434</b>	<b>\$ 522,434</b>	<b>\$ -</b>
<b>Total SSA #8</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 551,164</b>	<b>\$ 522,434</b>	<b>\$ 43,810</b>
<b>SSA #9</b>					
<b>Property Tax</b>					
Property Tax	-	-	208,160	-	208,162
<b>Total Property Tax</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 208,160</b>	<b>\$ -</b>	<b>\$ 208,162</b>
<b>Other Funding Sources</b>					
Proceeds from Debt	-	-	3,785,337	-	3,785,335
<b>Total Other Funding Sources</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,785,337</b>	<b>\$ -</b>	<b>\$ 3,785,335</b>
<b>Total SSA #9</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,993,497</b>	<b>\$ -</b>	<b>\$ 3,993,497</b>
<b>Total SSA Revenue</b>	<b>\$ 1,651</b>	<b>\$ 32,535</b>	<b>\$ 11,590,812</b>	<b>\$ 7,201,302</b>	<b>\$ 4,598,078</b>
<b>TIF #1 Town Center</b>					
<b>Property Tax</b>					
Property Tax	1,301,413	815,166	-	-	-
<b>Total Property Tax</b>	<b>\$ 1,301,413</b>	<b>\$ 815,166</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Revenues</b>					
Other Revenue	9,674	136,469	-	-	-
<b>Total Other Revenues</b>	<b>\$ 9,674</b>	<b>\$ 136,469</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Interfund Transfers</b>					
Transfer from General Fund	-	516,283	-	-	-
Transfer to Debt Service	(923,006)	-	-	-	-
<b>Total Interfund Transfer</b>	<b>\$ (923,006)</b>	<b>\$ 516,283</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Investment Income</b>					
Interest on Investments	24,100	13,300	-	-	-
<b>Total Investment Income</b>	<b>\$ 24,100</b>	<b>\$ 13,300</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total TIF #1</b>	<b>\$ 412,181</b>	<b>\$ 1,481,218</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TIF # 2 O'Hare Cargo</b>					
<b>Intergovernmental</b>					
Chicago O'Hare Settlement Proceeds	-	700	-	-	-
<b>Total Intergovernmental</b>	<b>\$ -</b>	<b>\$ 700</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total TIF #2</b>	<b>\$ -</b>	<b>\$ 700</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TIF #4 Grand Ave/Sexton Parcel</b>					
<b>Property Tax</b>					
Property Tax	48,985	157,150	66,050	70,016	56,000
<b>Total Property Tax</b>	<b>\$ 48,985</b>	<b>\$ 157,150</b>	<b>\$ 66,050</b>	<b>\$ 70,016</b>	<b>\$ 56,000</b>
<b>Other Funding Sources</b>					
Proceeds from Debt	-	1,825,288	-	-	-
<b>Total Other Funding Sources</b>	<b>\$ -</b>	<b>\$ 1,825,288</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Interfund Advances In</b>					
Advance from Cap Proj. Fund	-	-	399,550	399,550	313,995
<b>Total Advances In</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 399,550</b>	<b>\$ 399,550</b>	<b>\$ 313,995</b>
<b>Interfund Transfers</b>					
Transfer to Debt Service	(97,969)	-	-	-	-
<b>Total Interfund Transfer</b>	<b>\$ (97,969)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Investment Income</b>					
Interest on Investments	62	3	-	-	-
<b>Total Investments</b>	<b>\$ 62</b>	<b>\$ 3</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total TIF 4</b>	<b>\$ (48,922)</b>	<b>\$ 1,982,441</b>	<b>\$ 465,600</b>	<b>\$ 469,566</b>	<b>\$ 369,995</b>
<b>TIF #5 Heritage Square</b>					
<b>Property Tax</b>					
Property Tax	261,663	409,489	242,000	242,000	200,000
<b>Total Property Tax</b>	<b>\$ 261,663</b>	<b>\$ 409,489</b>	<b>\$ 242,000</b>	<b>\$ 242,000</b>	<b>\$ 200,000</b>
<b>Interfund Transfers</b>					

**Village of Bensenville 2012 Budget Final**  
**Revenue Estimate by Fund, FY 2009 Actual through FY 2012 Budget**

Exhibit A

	FY 2009 Actual	FY 2010 Actual	FY 2011 Budget	FY 2011 Projected	FY 2012 Budget
Transfer to Debt Service	(199,681)	-	-	-	-
<b>Total Interfund Transfer</b>	<b>\$ (199,681)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Investment Income</b>					
Interest on Investments	152	26	-	-	-
<b>Total Investments</b>	<b>\$ 152</b>	<b>\$ 26</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total TIF 5</b>	<b>\$ 62,134</b>	<b>\$ 409,515</b>	<b>\$ 242,000</b>	<b>\$ 242,000</b>	<b>\$ 200,000</b>
<b>TIF #6 RTE &amp; Thorndale</b>					
<b>Property Tax</b>					
Property Tax	272,926	430,540	250,000	182,956	146,000
<b>Total Property Tax</b>	<b>\$ 272,926</b>	<b>\$ 430,540</b>	<b>\$ 250,000</b>	<b>\$ 182,956</b>	<b>\$ 146,000</b>
<b>Investment Income</b>					
Interest on Investments	181	31	-	-	-
<b>Total Investments</b>	<b>\$ 181</b>	<b>\$ 31</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total TIF 6</b>	<b>\$ 273,107</b>	<b>\$ 430,571</b>	<b>\$ 250,000</b>	<b>\$ 182,956</b>	<b>\$ 146,000</b>
<b>TIF #7 Irving Park &amp; Church</b>					
<b>Property Tax</b>					
Property Tax	45,312	71,069	44,725	49,125	40,000
<b>Total Property Tax</b>	<b>\$ 45,312</b>	<b>\$ 71,069</b>	<b>\$ 44,725</b>	<b>\$ 49,125</b>	<b>\$ 40,000</b>
<b>Interfund Advances In</b>					
Advance from Cap Proj. Fund	-	-	195,285	195,285	214,365
<b>Total Advances In</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 195,285</b>	<b>\$ 195,285</b>	<b>\$ 214,365</b>
<b>Interfund Transfers</b>					
Transfer to Debt Service	-	-	-	-	-
<b>Total Interfund Transfer</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Investment Income</b>					
Interest on Investments	28	5	-	-	-
<b>Total Investments</b>	<b>\$ 28</b>	<b>\$ 5</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total TIF 7</b>	<b>\$ 45,340</b>	<b>\$ 71,074</b>	<b>\$ 240,010</b>	<b>\$ 244,410</b>	<b>\$ 254,365</b>
<b>TIF #11 Grand &amp; York</b>					
<b>Property Tax</b>					
Property Tax	32,392	39,950	20,680	18,132	14,500
<b>Total Property Tax</b>	<b>\$ 32,392</b>	<b>\$ 39,950</b>	<b>\$ 20,680</b>	<b>\$ 18,132</b>	<b>\$ 14,500</b>
<b>Interfund Advances In</b>					
Advance from Cap Proj. Fund	-	-	133,395	133,395	140,730
<b>Total Advances In</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 133,395</b>	<b>\$ 133,395</b>	<b>\$ 140,730</b>
<b>Interfund Transfers</b>					
Transfer to Debt Service	(26,255)	-	-	-	-
<b>Total Interfund Transfer</b>	<b>\$ (26,255)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Investment Income</b>					
Interest on Investments	21	3	-	-	-
<b>Total Investments</b>	<b>\$ 21</b>	<b>\$ 3</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total TIF 11</b>	<b>\$ 6,158</b>	<b>\$ 39,953</b>	<b>\$ 154,075</b>	<b>\$ 151,527</b>	<b>\$ 155,230</b>
<b>TIF #12</b>					
<b>Intergovernmental</b>					
Chicago O'Hare Settlement Proceeds	-	16,813	-	-	-
<b>Total Intergovernmental</b>	<b>\$ -</b>	<b>\$ 16,813</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total TIF #12</b>	<b>\$ -</b>	<b>\$ 16,813</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TIF #13</b>					
<b>Investment Income</b>					
Interest on Investments	-	-	-	10,818	-
<b>Total Investments</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,818</b>	<b>\$ -</b>
<b>Other Funding Sources</b>					
Proceeds from Debt	-	-	15,000,000	17,975,000	-
<b>Total Other Funding Sources</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,000,000</b>	<b>\$ 17,975,000</b>	<b>\$ -</b>
<b>Total TIF #13</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,000,000</b>	<b>\$ 17,985,818</b>	<b>\$ -</b>
<b>Total TIF Revenue</b>	<b>\$ 749,998</b>	<b>\$ 4,432,285</b>	<b>\$ 16,351,685</b>	<b>\$ 19,276,277</b>	<b>\$ 1,125,590</b>

**Village of Bensenville 2012 Budget Final  
Revenue Estimate by Fund, FY 2009 Actual through FY 2012 Budget**

Exhibit A

	FY 2009 Actual	FY 2010 Actual	FY 2011 Budget	FY 2011 Projected	FY 2012 Budget
<b>Debt Service Fund</b>					
<b>Property Tax</b>					
Property Tax	587,225	811,107	531,770	537,566	537,500
<b>Total Property Tax</b>	<b>\$ 587,225</b>	<b>\$ 811,107</b>	<b>\$ 531,770</b>	<b>\$ 537,566</b>	<b>\$ 537,500</b>
<b>Other Funding Sources</b>					
Proceeds from Debt	275,000	1,628,400	-	-	-
Bond Proceeds - Premium/Discount	-	3,297	-	-	-
Bond Premium/Discount	-	-	-	-	-
<b>Total other Funding Sources</b>	<b>\$ 275,000</b>	<b>\$ 1,631,697</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Investment Income</b>					
Interest on Investments	184	55	-	-	-
<b>Total Investment Income</b>	<b>\$ 184</b>	<b>\$ 55</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Interfund Transfers In</b>					
Transfer from SSA #2	87,923	-	-	-	-
Transfer from TIF #1	923,006	-	-	-	-
Transfer from TIF #5	199,681	-	-	-	-
Transfer from TIF #11	26,255	-	-	-	-
Transfer from Rental Property	-	2,551,067	-	-	-
Transfer from CIP (EDGE Bonds)	-	-	358,263	358,263	394,145
Transfer from GF Rev Net Skating (EDGE	-	-	-	-	-
Transfer from GF (EDGE Bonds)	-	-	-	-	-
Transfer from GF (MFT)	-	740,846	370,975	370,975	-
Transfer from Motor Fuel Fund	362,743	-	-	-	-
Transfer from TIF #4	97,969	-	-	-	-
Transfer from CIP	-	927,465	909,235	909,235	871,510
Transfer from GF	3,909,578	5,585,467	1,776,200	1,776,200	1,628,135
<b>Total Interfund Transfers In</b>	<b>\$ 5,607,155</b>	<b>\$ 9,804,845</b>	<b>\$ 3,414,673</b>	<b>\$ 3,414,673</b>	<b>\$ 2,893,790</b>
<b>Total Debt Service Fund</b>	<b>\$ 6,469,564</b>	<b>\$ 12,247,704</b>	<b>\$ 3,946,443</b>	<b>\$ 3,952,239</b>	<b>\$ 3,431,290</b>
<b>Utility Fund</b>					
<b>Charges for Services</b>					
Water Sales Operations	2,389,704	4,565,472	2,905,000	3,052,797	3,052,675
Water Sales Debt Services	273,940	-	415,000	270,379	270,000
Sewer Fees - Operations	1,827,164	4,248,345	2,975,000	2,479,372	2,480,000
Sewer Fees - Pretreatment	279,434	751,552	545,000	482,297	480,000
Sewer Fees - Capital Recovery	414,660	5,142,015	288,000	485,135	485,000
Industrial Capital Surcharge - Water	186,261	(260,154)	-	-	-
Industrial Capital Surcharge - Sewer	-	(39,720)	-	31,658	-
Sewer Fees - Pretreatment - EGV	94,845	123,983	-	39,038	-
Utilities Penalties	90,009	95,837	200,000	145,996	145,000
Water Sales - Capital Recovery	2,936,071	-	3,150,000	2,685,671	2,685,000
W/S Turn On/Off	54,700	-	1,500	5,750	-
Meters & Materials	0	(36,263)	5,000	5,748	5,000
Water & Sewer Miscellaneous	15	2,200	2,000	3,940	2,000
<b>Total Charges for Services</b>	<b>\$ 8,546,805</b>	<b>\$ 14,593,267</b>	<b>\$ 10,486,500</b>	<b>\$ 9,687,781</b>	<b>\$ 9,604,675</b>
<b>Other Revenues/Financing Sources</b>					
Interest on Investments	729	665	-	108	-
Bond Proceeds	-	-	3,913,296	-	4,500,000
<b>Total Interest Income</b>	<b>\$ 729</b>	<b>\$ 665</b>	<b>\$ 3,913,296</b>	<b>\$ 108</b>	<b>\$ 4,500,000</b>
<b>Interfund Transfers In</b>					
TR from General FD-StormH2O Operator	-	159,942	-	-	-
Transfer from R&R	-	-	73,100	73,100	-
Transfer from CIP to Stormwater Capital	-	-	-	-	-
<b>Interfund Transfers In</b>	<b>\$ -</b>	<b>\$ 159,942</b>	<b>\$ 73,100</b>	<b>\$ 73,100</b>	<b>\$ -</b>
<b>Sub Total Utility Fund</b>	<b>\$ 8,547,534</b>	<b>\$ 14,753,874</b>	<b>\$ 14,472,896</b>	<b>\$ 9,760,989</b>	<b>\$ 14,104,675</b>
<b>Interfund Transfers Out</b>					
Transfer to General Fund	(781,200)	(596,666)	(830,000)	(830,000)	(813,000)
Transfer to CIP	-	(409,850)	-	-	-
Transfer to Storm Water	-	-	-	-	(251,390)
Transfer from Utility Fund - Debt Service	(1,139,266)	-	-	-	-
Transfer to Utility Fund - Debt Service	1,072,343	-	-	-	-
<b>Total Interfund Transfers Out</b>	<b>\$ (848,123)</b>	<b>\$ (1,006,516)</b>	<b>\$ (830,000)</b>	<b>\$ (830,000)</b>	<b>\$ (1,064,390)</b>
<b>Total Utility Fund</b>	<b>\$ 7,699,411</b>	<b>\$ 13,747,358</b>	<b>\$ 13,642,896</b>	<b>\$ 8,930,989</b>	<b>\$ 13,040,285</b>
<b>Stormwater Fund</b>					

**Village of Bensenville 2012 Budget Final**  
**Revenue Estimate by Fund, FY 2009 Actual through FY 2012 Budget**

Exhibit A

	FY 2009 Actual	FY 2010 Actual	FY 2011 Budget	FY 2011 Projected	FY 2012 Budget
<b>Interfund Transfers In</b>					
Transfer from Utility	-	-	-	-	251,390
Transfer from Capital Impr. Fund	-	-	760,000	760,000	-
<b>Interfund Transfers In</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 760,000</b>	<b>\$ 760,000</b>	<b>\$ 251,390</b>
<b>Total Stormwater Fund</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 760,000</b>	<b>\$ 760,000</b>	<b>\$ 251,390</b>
<b>Recycling &amp; Refuse Fund</b>					
<b>Charges for Services</b>					
Utility Penalties	26,153	40	-	-	-
Recycling & Refuse Charges	1,567,160	2,566,220	1,560,000	1,565,000	1,565,000
Miscellaneous Charges	-	(2,217)	2,000	-	2,000
<b>Total Charges for Services</b>	<b>\$ 1,593,313</b>	<b>\$ 2,564,043</b>	<b>\$ 1,562,000</b>	<b>\$ 1,565,000</b>	<b>\$ 1,567,000</b>
<b>Interfund Transfers Out</b>					
Transfer to Utility Fund	-	-	(73,100)	(73,100)	-
Transfer to General Fund	(81,000)	-	-	-	-
<b>Total Interfund Transfers Out</b>	<b>\$ (81,000)</b>	<b>\$ -</b>	<b>\$ (73,100)</b>	<b>\$ (73,100)</b>	<b>\$ -</b>
<b>Total Recycling &amp; Refuse Fund</b>	<b>\$ 1,512,313</b>	<b>\$ 2,564,043</b>	<b>\$ 1,488,900</b>	<b>\$ 1,491,900</b>	<b>\$ 1,567,000</b>
<b>Commuter Parking Fund</b>					
<b>Charges for Services</b>					
Parking Fees Commuter Lot	24,358	56,151	35,000	35,000	35,000
Miscellaneous Charges	-	28	-	-	-
<b>Total Charges for Services</b>	<b>\$ 24,358</b>	<b>\$ 56,179</b>	<b>\$ 35,000</b>	<b>\$ 35,000</b>	<b>\$ 35,000</b>
<b>Interfund Transfers</b>					
Transfer to General Fund	-	-	(30,000)	(30,000)	(30,000)
<b>Total Interfund Transfers</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (30,000)</b>	<b>\$ (30,000)</b>	<b>\$ (30,000)</b>
<b>Total Commuter Parking Fund</b>	<b>\$ 24,358</b>	<b>\$ 56,179</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>
<b>Rental Property Fund</b>					
<b>Other Funding Sources</b>					
Lease Income - VOB Property	82,837	-	-	-	-
Proceeds from Chicago	-	-	-	-	-
Proceeds from Debt	4,597	-	-	-	-
<b>Total Other Funding Sources</b>	<b>\$ 87,434</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Revenues</b>					
Revenue - Miscellaneous	51,953	5,895,198	-	-	-
<b>Total Other Revenue</b>	<b>\$ 51,953</b>	<b>\$ 5,895,198</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Interfund Transfers</b>					
Transfer to General Fund	-	(883,510)	-	-	-
Transfer to CIP	-	(177,583)	-	-	-
Transfer to Debt Service	-	(2,551,067)	-	-	-
<b>Total Interfund Transfers</b>	<b>\$ -</b>	<b>\$ (3,612,160)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Rental Property Fund</b>	<b>\$ 139,387</b>	<b>\$ 2,283,038</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Village of Bensenville**  
**Revenue & Expenditure Summary - FY 2009 Actual through FY 2012 Budget**

	FY 2009 Actual	FY 2010 Actual	FY 2011 Budget	FY 2011 Projected	FY 2012 Budget
<b>Total Revenues (Net of Transfers)</b>	<b>36,308,813</b>	<b>73,957,622</b>	<b>68,427,143</b>	<b>61,944,451</b>	<b>45,317,913</b>
<b>Total Expenditures</b>	<b>40,448,696</b>	<b>62,145,609</b>	<b>70,341,614</b>	<b>50,134,950</b>	<b>53,768,621</b>
<b>Revenues over(under) Expenditures</b>	<b>(4,139,883)</b>	<b>11,812,013</b>	<b>(1,914,471)</b>	<b>11,809,501</b>	<b>(8,450,708)</b>

**Village of Bensenville 2011 Budget Final  
Expenditure Budgets by Fund  
FY 2009 Actual through FY 2012 Budget**

Exhibit A

	<b>FY 2009 Actual</b>	<b>FY 2010 Actual</b>	<b>FY 2011 Budget</b>	<b>FY 2011 Projected</b>	<b>FY 2012 Budget</b>
<b>General Fund Expenditures</b>					
<b>Governance</b>					
<b>Village Board</b>					
Salaries	\$ 20,790	\$ 36,190	\$ 20,400	\$ 20,400	\$ 20,400
Fringe Benefits	2,737	6,135	2,195	2,663	2,405
Team Development	3,689	88,992	70,205	65,265	67,325
Professional Services	-	71,700	120,000	120,000	120,000
Contractual Services	4,008	1,987	12,920	11,000	11,920
Commodities	4,891	8,796	3,125	3,394	3,125
Programs	3,190,517	222,790	3,000	1,500	3,000
<b>Village Board Total</b>	<b>\$ 3,226,632</b>	<b>\$ 436,590</b>	<b>\$ 231,845</b>	<b>\$ 224,222</b>	<b>\$ 228,175</b>
<b>Village Clerk</b>					
Salaries	\$ 62,750	\$ 64,040	\$ 39,822	\$ 40,692	\$ 42,060
Fringe Benefits	12,348	22,061	14,213	14,225	15,280
Team Development	885	3,808	3,010	316	2,900
Contractual Services	18,327	28,554	26,970	22,178	21,470
Commodities	1,513	2,197	3,500	5,500	5,500
Programs	-	20	-	-	-
<b>Village Clerk Total</b>	<b>\$ 95,823</b>	<b>\$ 120,680</b>	<b>\$ 87,515</b>	<b>\$ 82,911</b>	<b>\$ 87,210</b>
<b>CDC Commission</b>					
Salaries	\$ 1,890	\$ 3,499	\$ 2,960	\$ 1,632	\$ 2,960
Fringe Benefits	145	271	227	122	230
Team Development	-	835	2,250	1,125	2,250
Professional Services	-	744	-	-	-
Commodities	-	-	600	1,000	600
<b>CDC Commission Total</b>	<b>\$ 2,035</b>	<b>\$ 5,349</b>	<b>\$ 6,037</b>	<b>\$ 3,879</b>	<b>\$ 6,040</b>
<b>Board of Police Commissioners</b>					
Salaries	\$ 10,822	\$ 9,318	\$ 5,480	\$ 8,040	\$ 5,480
Fringe Benefits	2,373	680	1,001	1,468	1,005
Team Development	-	3,116	6,075	2,975	3,375
Professional Services	63,602	56,935	37,000	19,000	16,500
Contractual Services	650	5,778	29,200	21,500	2,900
Commodities	-	-	-	-	-
<b>Board of Police Commissioners Total</b>	<b>\$ 77,447</b>	<b>\$ 75,827</b>	<b>\$ 78,756</b>	<b>\$ 52,983</b>	<b>\$ 29,260</b>
<b>Total Governance</b>	<b>\$ 3,401,937</b>	<b>\$ 638,446</b>	<b>\$ 404,153</b>	<b>\$ 363,995</b>	<b>\$ 350,685</b>
<b>Office of the Village Manager</b>					
<b>Administration</b>					
Salaries	\$ 340,907	\$ 545,966	\$ 268,650	\$ 320,000	\$ 376,000
Fringe Benefits	59,508	184,286	85,582	87,871	109,305
Team Development	11,047	33,733	26,437	27,500	31,007
Professional Services	9,019	123,533	174,000	95,000	15,000
Contractual Services	3,819	550	1,160	2,500	2,160
Commodities	5,660	13,763	8,600	7,100	8,600
Other Expenses	-	-	280,000	-	251,400
Programs	214	684	-	-	-
<b>Administration Total</b>	<b>\$ 430,174</b>	<b>\$ 902,515</b>	<b>\$ 844,429</b>	<b>\$ 539,971</b>	<b>\$ 793,472</b>
<b>Legal Services</b>					
Salaries	\$ 7,257	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	1,425	-	-	-	-
Team Development	89	-	-	-	-
Professional Services	1,423,741	1,131,609	487,000	440,000	485,008
Contractual Services	-	-	-	-	-
<b>Legal Services Total</b>	<b>\$ 1,432,512</b>	<b>\$ 1,131,609</b>	<b>\$ 487,000</b>	<b>\$ 440,000</b>	<b>\$ 485,008</b>

**Village of Bensenville 2011 Budget Final  
Expenditure Budgets by Fund  
FY 2009 Actual through FY 2012 Budget**

Exhibit A

	<b>FY 2009 Actual</b>	<b>FY 2010 Actual</b>	<b>FY 2011 Budget</b>	<b>FY 2011 Projected</b>	<b>FY 2012 Budget</b>
<b>Human Resources</b>					
Salaries	\$ -	\$ 66,612	\$ 42,605	\$ 42,273	\$ 57,000
Fringe Benefits	-	26,714	57,620	67,198	92,270
Team Development	-	7,314	13,675	6,000	21,225
Professional Services	-	17,070	11,000	2,000	1,000
Contractual Services	-	7,292	12,550	5,500	11,600
Commodities	-	308	250	250	250
<b>Human Resources Total</b>	<b>\$ -</b>	<b>\$ 125,310</b>	<b>\$ 137,700</b>	<b>\$ 123,221</b>	<b>\$ 183,345</b>
<b>Risk Management</b>					
Salaries	\$ 38,054	\$ 66,019	\$ 42,605	\$ 42,273	\$ 45,000
Fringe Benefits	15,752	23,959	7,760	17,568	8,490
Team Development	-	20,109	1,400	-	1,400
Professional Services	-	-	70,000	46,050	37,500
Contractual Services	595,885	472,955	505,862	505,112	263,550
Other Expenses	-	737,507	450,000	390,970	600,000
<b>Risk Management Total</b>	<b>\$ 649,691</b>	<b>\$ 1,320,549</b>	<b>\$ 1,077,627</b>	<b>\$ 1,001,973</b>	<b>\$ 955,940</b>
<b>Marketing &amp; Community Relations</b>					
Salaries	\$ 233,677	\$ 177,468	\$ 78,970	\$ 86,092	\$ 90,000
Fringe Benefits	62,178	55,989	26,555	26,070	30,960
Team Development	7,935	1,989	6,400	5,750	3,550
Professional Services	-	61,000	92,000	92,000	92,000
Contractual Services	90,940	123,310	-	-	-
Commodities	10,078	3,493	4,450	500	900
Programs	9,841	64,536	145,450	124,900	119,864
Capital Improvements	2,548	-	-	-	-
<b>Marketing &amp; Community Relations Total</b>	<b>\$ 417,197</b>	<b>\$ 487,785</b>	<b>\$ 353,825</b>	<b>\$ 335,312</b>	<b>\$ 337,274</b>
<b>Information Technology</b>					
Salaries	66,678	11,066	-	-	-
Fringe Benefits	15,044	19,560	-	-	-
Professional Services	-	480,821	319,240	319,240	309,055
Contractual Services	253,974	582,099	549,408	534,350	455,520
Commodities	2,106	10,137	5,000	5,094	5,000
Capital Improvements	43,010	114,891	97,500	97,500	51,000
<b>Information Technology Total</b>	<b>\$ 380,812</b>	<b>\$ 1,218,574</b>	<b>\$ 971,148</b>	<b>\$ 956,184</b>	<b>\$ 820,575</b>
<b>Emergency Management</b>					
Salaries	\$ 8,381	\$ 14,281	\$ 57,500	\$ 58,650	\$ 58,800
Fringe Benefits	642	1,191	30,433	29,443	28,825
Team Development	-	720	6,800	1,095	4,300
Contractual Services	15,981	20,385	35,300	32,500	28,000
Commodities	4,451	10,500	15,150	14,300	19,950
Other Expenses	-	-	-	-	-
Programs	400	1,191	10,900	10,000	2,500
Capital Improvements	-	1,167	-	-	-
<b>Emergency Management Totals</b>	<b>\$ 29,855</b>	<b>\$ 49,435</b>	<b>\$ 156,083</b>	<b>\$ 145,988</b>	<b>\$ 142,375</b>
<b>Total Office of the Village Manager</b>	<b>\$ 3,340,241</b>	<b>\$ 5,235,777</b>	<b>\$ 4,027,812</b>	<b>\$ 3,542,649</b>	<b>\$ 3,717,989</b>
<b>Finance Department</b>					
<b>Administration</b>					
Salaries	\$ 275,291	\$ 604,677	\$ 322,200	\$ 327,800	\$ 341,500
Fringe Benefits	99,121	201,762	135,500	121,356	148,545
Team Development	3,405	2,155	6,950	7,150	6,650
Professional Services	132,630	265,400	156,000	158,500	148,665
Contractual Services	398,823	554,410	60,910	58,060	62,750
Commodities	18,231	31,266	19,800	14,500	17,750
Other Expenses	26,796	143,042	55,000	55,000	217,000
<b>Administration Total</b>	<b>\$ 954,297</b>	<b>\$ 1,802,712</b>	<b>\$ 756,360</b>	<b>\$ 742,366</b>	<b>\$ 942,860</b>
<b>Total Finance Department - General Fund</b>	<b>\$ 954,297</b>	<b>\$ 1,802,712</b>	<b>\$ 756,360</b>	<b>\$ 742,366</b>	<b>\$ 942,860</b>

**Village of Bensenville 2011 Budget Final  
Expenditure Budgets by Fund  
FY 2009 Actual through FY 2012 Budget**

Exhibit A

	<b>FY 2009 Actual</b>	<b>FY 2010 Actual</b>	<b>FY 2011 Budget</b>	<b>FY 2011 Projected</b>	<b>FY 2012 Budget</b>
<b>Police Department</b>					
<i>Administration</i>					
Salaries	\$ 319,544	\$ 549,954	\$ 358,510	\$ 326,724	\$ 421,795
Fringe Benefits	213,224	1,317,689	223,643	223,462	246,145
Team Development	34,112	41,464	15,513	12,700	15,563
Professional Services	83,803	396,772	56,700	40,500	40,836
Contractual Services	97,455	139,149	421,575	367,670	409,930
Commodities	104,576	160,966	90,624	110,136	93,460
Other Expenses	-	-	648	320	550
Programs	-	-	8,441	1,000	5,050
Capital Improvements	3,965	3,577	4,920	7,220	13,676
<b>Administration Total</b>	<b>\$ 856,679</b>	<b>\$ 2,609,571</b>	<b>\$ 1,180,574</b>	<b>\$ 1,089,732</b>	<b>\$ 1,247,005</b>
<i>Patrol</i>					
Salaries	\$ 1,903,530	\$ 3,624,691	\$ 2,199,162	\$ 2,244,981	\$ 2,610,061
Fringe Benefits	261,948	577,611	1,042,311	1,035,906	1,139,100
Team Development	-	2,770	39,290	35,500	40,765
Professional Development	14,900	18,625	18,875	18,625	18,875
Contractual Services	-	11,802	28,275	25,798	28,753
Commodities	778	17,152	41,428	40,270	38,607
Other Expenses	689	-	-	-	-
Programs	109,317	153,447	101,540	61,610	103,148
Capital Improvements	53,099	88,298	-	34,320	4,200
<b>Patrol Total</b>	<b>\$ 2,344,261</b>	<b>\$ 4,494,396</b>	<b>\$ 3,470,881</b>	<b>\$ 3,497,010</b>	<b>\$ 3,983,509</b>
<i>Investigations</i>					
Salaries	\$ 434,694	\$ 683,193	\$ 422,551	\$ 446,679	\$ 330,429
Fringe Benefits	62,248	109,088	184,042	192,225	172,205
Team Development	-	3,090	9,535	6,525	9,535
Contractual Services	1,077	3,144	2,153	2,153	2,153
Commodities	4,465	7,152	8,510	5,573	10,071
Other Expenses	-	-	600	600	700
Programs	-	21,180	22,180	22,180	4,500
Capital Improvements	-	-	4,920	4,920	4,920
<b>Investigation Total</b>	<b>\$ 502,484</b>	<b>\$ 826,847</b>	<b>\$ 654,491</b>	<b>\$ 680,855</b>	<b>\$ 534,513</b>
<i>Communications</i>					
Salaries	\$ 226,411	\$ 352,758	\$ 284,866	\$ 251,240	
Fringe Benefits	92,517	176,389	120,403	122,792	
Contractual Services	8,723	27,816	22,520	22,520	32,653
Programs	-	-	-	-	200,821
Capital Improvements	-	-	-	-	-
<b>Communications Total</b>	<b>\$ 327,651</b>	<b>\$ 556,963</b>	<b>\$ 427,789</b>	<b>\$ 396,552</b>	<b>\$ 233,474</b>
<b>Total Police Department</b>	<b>\$ 4,031,075</b>	<b>\$ 8,487,777</b>	<b>\$ 5,733,735</b>	<b>\$ 5,664,149</b>	<b>\$ 5,998,501</b>
<b>Community &amp; Economic Development</b>					
<i>Administration</i>					
Salaries	\$ 278,449	\$ 451,629	\$ 289,167	\$ 303,467	\$ 265,000
Fringe Benefits	93,532	154,206	103,985	102,170	112,480
Team Development	7,353	8,998	5,600	6,011	5,600
Professional Services	-	-	-	-	-
Contractual Services	19,449	1,441	17,100	14,144	12,000
Commodities	32,883	6,314	5,000	3,020	4,000
Programs	509,705	456,912	10,000	10,000	110,000
Capital Improvements	899	-	-	-	6,500
<b>Total Administration</b>	<b>\$ 942,270</b>	<b>\$ 1,079,500</b>	<b>\$ 430,852</b>	<b>\$ 438,812</b>	<b>\$ 515,580</b>
<i>Code Compliance</i>					
Salaries	\$ 482,152	\$ 591,159	\$ 293,075	\$ 271,180	\$ 304,950
Fringe Benefits	177,276	225,237	94,030	95,679	102,620
Team Development	1,048	2,082	6,950	4,125	5,500
Contractual Services	4,532	108,343	158,600	155,456	169,600
Commodities	12,995	10,729	12,800	12,642	12,850
Capital Improvements	-	-	-	-	-
<b>Code Compliance Total</b>	<b>\$ 678,003</b>	<b>\$ 937,550</b>	<b>\$ 565,455</b>	<b>\$ 539,082</b>	<b>\$ 595,520</b>
<b>Total Community &amp; Economic Development</b>	<b>\$ 1,620,273</b>	<b>\$ 2,017,050</b>	<b>\$ 996,307</b>	<b>\$ 977,894</b>	<b>\$ 1,111,100</b>

**Village of Bensenville 2011 Budget Final  
Expenditure Budgets by Fund  
FY 2009 Actual through FY 2012 Budget**

Exhibit A

	<b>FY 2009 Actual</b>	<b>FY 2010 Actual</b>	<b>FY 2011 Budget</b>	<b>FY 2011 Projected</b>	<b>FY 2012 Budget</b>
<b>Public Works Department</b>					
<i>Administration</i>					
Salaries	\$ 179,799	\$ 228,303	\$ 148,721	\$ 156,968	\$ 203,250
Fringe Benefits	57,222	101,326	32,858	49,849	67,880
Team Development	10,666	8,518	10,061	9,282	10,000
Professional Services	31,861	275,904	-	-	-
Contractual Services	10,304	198,115	266,169	265,619	297,550
Commodities	4,323	12,295	29,600	21,633	16,600
<b>Administration Total</b>	<b>\$ 294,175</b>	<b>\$ 824,461</b>	<b>\$ 487,409</b>	<b>\$ 503,351</b>	<b>\$ 595,280</b>
<i>Street Operations</i>					
Salaries	\$ 325,372	\$ 427,307	\$ 295,692	\$ 272,210	\$ 246,000
Fringe Benefits	103,010	193,666	106,711	108,371	117,865
Team Development	-	617	2,400	510	2,000
Professional Services	1,785	10,000	-	-	-
Contractual Services	247,893	402,464	351,038	348,146	377,500
Commodities	182,803	236,289	258,300	257,904	292,300
Programs	16,025	-	20,000	15,000	18,000
<b>Street Operations Total</b>	<b>\$ 876,888</b>	<b>\$ 1,270,343</b>	<b>\$ 1,034,141</b>	<b>\$ 1,002,141</b>	<b>\$ 1,053,665</b>
<i>Forestry</i>					
Salaries	\$ 228,438	\$ 439,027	\$ 288,521	\$ 299,652	\$ 280,500
Fringe Benefits	66,809	137,796	91,445	89,503	120,180
Team Development	8	1,266	1,550	1,700	1,650
Professional Services	-	21,050	-	-	-
Contractual Services	232,480	228,223	256,280	201,026	330,600
Commodities	35,753	37,954	42,800	35,400	44,300
Programs	8,245	19,131	25,000	25,000	15,000
Capital Improvements	-	70,185	-	-	-
<b>Total Forestry</b>	<b>\$ 571,733</b>	<b>\$ 954,632</b>	<b>\$ 705,596</b>	<b>\$ 652,281</b>	<b>\$ 792,230</b>
<i>Building &amp; Property Maintenance</i>					
Salaries	\$ 90,116	\$ 152,150	\$ 134,664	\$ 134,549	\$ 164,000
Fringe Benefits	27,202	67,227	31,534	59,674	39,125
Team Development	-	-	700	700	600
Professional Services	-	2,075	-	-	-
Contractual Services	86,459	154,702	150,550	126,021	144,450
Commodities	7,810	7,694	6,950	7,150	8,950
Capital Improvements	-	17,872	-	-	-
<b>Total Building &amp; Property Maintenance</b>	<b>\$ 211,587</b>	<b>\$ 401,720</b>	<b>\$ 324,398</b>	<b>\$ 328,094</b>	<b>\$ 357,125</b>
<i>Fleet Maintenance</i>					
Salaries	\$ 49,135	\$ 83,253	\$ 91,187	\$ 90,784	\$ 93,000
Fringe Benefits	11,607	19,106	16,605	32,004	34,045
Team Development	-	-	600	600	600
Contractual Services	2,042	2,699	3,090	2,179	3,100
Commodities	10,835	19,968	10,300	11,622	11,500
<b>Total Fleet Maintenance</b>	<b>\$ 73,619</b>	<b>\$ 125,026</b>	<b>\$ 121,782</b>	<b>\$ 137,189</b>	<b>\$ 142,245</b>
<b>Total Public Works Department - General Fund</b>	<b>\$ 2,028,002</b>	<b>\$ 3,576,182</b>	<b>\$ 2,673,326</b>	<b>\$ 2,623,056</b>	<b>\$ 2,940,545</b>

**Village of Bensenville 2011 Budget Final  
Expenditure Budgets by Fund  
FY 2009 Actual through FY 2012 Budget**

Exhibit A

	FY 2009 Actual	FY 2010 Actual	FY 2011 Budget	FY 2011 Projected	FY 2012 Budget
<b>Recreation &amp; Community Programming</b>					
<i>Administration</i>					
Salaries	\$ 18	\$ 73,382	\$ 90,126	\$ 64,752	\$ 67,000
Fringe Benefits	2,046	49,824	23,145	18,215	20,795
Team Development	-	8,075	2,400	1,650	2,500
Contractual Services	9,294	33,899	-	231,550	202,850
Commodities	-	30,681	-	-	-
Programs	40,232	561,851	238,050	-	-
Capital Improvements	-	1,973	-	-	-
<b>Total Administration</b>	<b>\$ 51,590</b>	<b>\$ 759,685</b>	<b>\$ 353,721</b>	<b>\$ 316,167</b>	<b>\$ 293,145</b>
<i>Redmond</i>					
Salaries	\$ 266,533	\$ 277,270	\$ 184,690	\$ 174,559	\$ 175,725
Fringe Benefits	50,672	28,884	24,847	29,016	25,740
Team Development	5,525	-	1,500	1,500	1,500
Professional Services	-	-	-	-	-
Contractual Services	57,992	35,372	85,000	114,588	75,750
Commodities	21,879	17,999	27,800	24,781	24,550
Other Expenses	-	-	-	-	-
Programs	560,003	5,839	-	-	-
Capital Improvements	10,950	8,333	-	-	-
<b>Total Redmond</b>	<b>\$ 973,554</b>	<b>\$ 373,697</b>	<b>\$ 323,837</b>	<b>\$ 344,444</b>	<b>\$ 303,265</b>
<i>Skating</i>					
Salaries	\$ 770,829	\$ 1,206,301	\$ 754,135	\$ 749,482	\$ 730,500
Fringe Benefits	220,268	323,069	175,507	191,162	193,470
Team Development	3,421	7,488	5,800	5,910	5,800
Professional Services	-	-	-	626,284	646,100
Contractual Services	960,384	1,105,407	653,500	20,900	26,000
Commodities	22,522	37,180	27,000	-	-
Programs	100,160	13,451	-	-	-
Capital Improvements	69,443	139,990	47,500	47,500	47,500
<b>Total Skating</b>	<b>\$ 2,147,027</b>	<b>\$ 2,832,886</b>	<b>\$ 1,663,442</b>	<b>\$ 1,641,238</b>	<b>\$ 1,649,370</b>
<i>Aquatics</i>					
Salaries	\$ 93,800	\$ 160,842	\$ 103,405	\$ 97,049	\$ 102,875
Fringe Benefits	17,002	28,543	18,180	19,668	19,730
Team Development	1,316	1,342	4,450	2,650	3,750
Contractual Services	21,960	24,739	16,000	11,500	14,100
Commodities	10,910	21,482	9,450	8,746	9,400
Capital Improvements	-	-	4,300	4,300	4,000
<b>Total Aquatics</b>	<b>\$ 144,988</b>	<b>\$ 236,948</b>	<b>\$ 155,785</b>	<b>\$ 143,913</b>	<b>\$ 153,855</b>
<i>Concessions</i>					
Salaries	\$ 191,688	\$ 218,971	\$ 128,810	\$ 108,984	\$ 99,700
Fringe Benefits	37,302	70,668	30,385	30,986	30,690
Team Development	-	-	-	-	-
Contractual Services	2,095	7,239	11,500	8,502	10,750
Commodities	78,886	153,344	137,400	147,400	77,200
Other Expenses	111,366	64,507	2,300	2,770	2,100
<b>Total Concessions</b>	<b>\$ 421,337</b>	<b>\$ 514,729</b>	<b>\$ 310,395</b>	<b>\$ 298,642</b>	<b>\$ 220,440</b>
<i>Theatre</i>					
Salaries	\$ 85,939	\$ 143,281	\$ 90,190	\$ 85,815	\$ 90,190
Fringe Benefits	8,130	12,134	6,905	6,564	6,910
Professional Services	-	-	800	278	750
Contractual Services	62,720	105,436	67,100	61,468	66,675
Commodities	599	30,986	40,800	50,558	35,800
Other Expenses	30,228	25,286	800	700	800
<b>Total Theatre</b>	<b>\$ 187,616</b>	<b>\$ 317,123</b>	<b>\$ 206,595</b>	<b>\$ 205,383</b>	<b>\$ 201,125</b>
<b>Total Recreation &amp; Community Programming</b>	<b>\$ 3,926,112</b>	<b>\$ 5,035,068</b>	<b>\$ 3,013,775</b>	<b>\$ 2,949,787</b>	<b>\$ 2,821,200</b>
<b>Total General Fund</b>	<b>\$ 19,301,937</b>	<b>\$ 26,793,012</b>	<b>\$ 17,605,468</b>	<b>\$ 16,863,896</b>	<b>\$ 17,882,880</b>

**Village of Bensenville 2011 Budget Final  
Expenditure Budgets by Fund  
FY 2009 Actual through FY 2012 Budget**

Exhibit A

	<b>FY 2009 Actual</b>	<b>FY 2010 Actual</b>	<b>FY 2011 Budget</b>	<b>FY 2011 Projected</b>	<b>FY 2012 Budget</b>
<b>Utility Fund</b>					
<i>Utility Administration</i>					
Salaries	\$ 245,907	\$ 474,179	\$ 273,549	\$ 310,558	\$ 320,500
Fringe Benefits	67,306	134,409	100,036	102,668	117,000
Team Development	32,260	30,986	9,200	8,364	8,000
Professional Services	0	5,345	26,000	26,000	10,000
Contractual Services	1,145,816	2,581,405	2,164,335	1,873,769	2,273,400
Commodities	1,167	6,704	6,250	8,844	6,250
Other Expenses	-	17,500	41,075	41,075	41,000
<b>Total Utility Administration</b>	<b>\$ 1,492,456</b>	<b>\$ 3,250,528</b>	<b>\$ 2,620,445</b>	<b>\$ 2,371,278</b>	<b>\$ 2,776,150</b>
<b>Water &amp; Sewer Billing</b>					
Salaries	\$ 225,219	\$ 291,079	\$ 235,700	\$ 233,832	\$ 237,800
Fringe Benefits	73,574	89,678	65,441	79,920	71,605
Team Development	-	281	-	-	-
Professional Services	26,000	24,572	-	-	-
Contractual Services	26,650	40,591	60,350	53,700	52,500
Commodities	3,880	1,531	4,000	3,200	1,000
Capital Improvements	27,423	-	-	-	-
Interfund Charges	97,500	45,705	-	-	-
<b>Total Water &amp; Sewer Billing</b>	<b>\$ 480,246</b>	<b>\$ 493,437</b>	<b>\$ 365,491</b>	<b>\$ 370,652</b>	<b>\$ 362,905</b>
<b>Water Distribution Systems</b>					
Salaries	\$ 367,389	\$ 709,188	\$ 422,165	\$ 474,670	\$ 477,000
Fringe Benefits	128,106	240,921	195,964	162,821	204,230
Team Development	84	527	2,250	2,250	2,250
Professional Services	150	6,250	-	-	-
Contractual Services	102,495	94,856	89,425	87,862	410,700
Commodities	92,070	120,324	132,460	150,452	135,300
Programs	18,995	38,635	36,000	36,000	20,000
Capital Improvements	-	16,574	-	-	-
<b>Total Water Distribution Systems</b>	<b>\$ 709,289</b>	<b>\$ 1,227,275</b>	<b>\$ 878,264</b>	<b>\$ 914,055</b>	<b>\$ 1,249,480</b>
<b>Water Production</b>					
Salaries	\$ 104,294	\$ 144,173	\$ 108,100	\$ 124,868	\$ 116,500
Fringe Benefits	33,959	46,194	19,680	43,230	22,285
Team Development	-	90	600	600	500
Professional Development	-	-	-	-	-
Contractual Services	86,468	159,363	123,130	123,834	110,700
Commodities	7,751	14,724	8,400	8,400	8,400
<b>Total Water Production</b>	<b>\$ 232,472</b>	<b>\$ 364,544</b>	<b>\$ 259,910</b>	<b>\$ 300,932</b>	<b>\$ 258,385</b>
<b>Waster Water Conveyance</b>					
Professional Development	-	-	-	-	-
Contractual Services	\$ 22,629	\$ 60,179	\$ 79,000	\$ 73,000	\$ 9,000
Commodities	-	-	3,200	3,200	3,200
Capital Improvements	-	-	-	-	-
<b>Total Waste Water Conveyance</b>	<b>\$ 22,629</b>	<b>\$ 60,179</b>	<b>\$ 82,200</b>	<b>\$ 76,200</b>	<b>\$ 12,200</b>

**Village of Bensenville 2011 Budget Final  
Expenditure Budgets by Fund  
FY 2009 Actual through FY 2012 Budget**

Exhibit A

	FY 2009 Actual	FY 2010 Actual	FY 2011 Budget	FY 2011 Projected	FY 2012 Budget
<b>Waster Water Treatment</b>					
Salaries	\$ 45,626	\$ 49,727	\$ 44,039	\$ 46,003	\$ 31,575
Fringe Benefits	12,718	22,701	8,203	11,180	6,090
Team Development	3,590	-	650	325	650
Professional Services	91,180	171,840	140,400	95,000	117,000
Contractual Services	2,148,091	3,297,956	1,864,424	1,873,106	2,119,500
Commodities	2,085	3,121	3,800	200	-
Programs	-	-	-	250	-
Capital Improvements	-	44,000	-	-	-
<b>Total Waste Water Treatment</b>	<b>\$ 2,303,290</b>	<b>\$ 3,589,345</b>	<b>\$ 2,061,516</b>	<b>\$ 2,026,064</b>	<b>\$ 2,274,815</b>
<b>Capital Improvements - Purchases - Municipal/Capital/Fleet</b>					
Team Development	-	-	-	-	-
Professional Services	-	-	-	-	-
Capital Improvements	-	-	337,540	267,540	44,340
<b>Total Capital Imprv - Municipal/Capital/Fleet</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 337,540</b>	<b>\$ 267,540</b>	<b>\$ 44,340</b>
<b>Capital Improvements - Water Systems Improvements</b>					
Contractual Services	\$ -	\$ 91,846	\$ 415,000	\$ 100,000	\$ 772,000
Commodities	-	(5,349)	-	-	-
Capital Improvements	-	68,450	3,854,000	750,000	1,260,000
Interfund Transfers	-	-	-	-	-
<b>Total Capital Improvements - Water System Improvements</b>	<b>\$ -</b>	<b>\$ 154,947</b>	<b>\$ 4,269,000</b>	<b>\$ 850,000</b>	<b>\$ 2,032,000</b>
<b>Capital Improvements - Wastewater System-Conveyance</b>					
Contractual Services	\$ -	\$ 8,750	\$ 920,000	\$ 100,000	\$ 1,493,300
Capital Improvements	-	-	-	-	-
<b>Total Capital Improvements - Wastewater System Conveyance</b>	<b>\$ -</b>	<b>\$ 8,750</b>	<b>\$ 920,000</b>	<b>\$ 100,000</b>	<b>\$ 1,493,300</b>
<b>Capital Improvements - Wastewater System-Treatment</b>					
Professional Services	\$ -	\$ 9,500	\$ 290,000	\$ -	\$ -
Contractual Services	-	-	-	90,000	-
Capital Improvements	-	-	540,000	150,000	-
<b>Total Capital Imprv - Wastewater System Conveyance</b>	<b>\$ -</b>	<b>\$ 9,500</b>	<b>\$ 830,000</b>	<b>\$ 240,000</b>	<b>\$ -</b>
<b>Debt Service - Utility Fund</b>					
Debt Service - Utility Fund					
Debt Service - Principal	585,000	-	620,000	620,000	645,000
Debt Service - Interest	485,185	770,347	431,857	431,857	404,010
Debt Service - Fees	-	4,284	-	1,070	3,000
<b>Total Debt Service - Utility Fund</b>	<b>\$ 1,070,185</b>	<b>\$ 774,631</b>	<b>\$ 1,051,857</b>	<b>\$ 1,052,927</b>	<b>\$ 1,052,010</b>
<b>Total Utility Fund</b>	<b>\$ 6,310,567</b>	<b>\$ 9,933,136</b>	<b>\$ 13,676,223</b>	<b>\$ 8,569,648</b>	<b>\$ 11,555,585</b>
<b>Stormwater Fund</b>					
<b>Storm Water Systems</b>					
Salaries	\$ -	\$ 27,205	\$ 55,027	\$ 109,388	\$ 114,000
Fringe Benefits	-	8,447	10,385	40,349	21,840
Team Development	-	43,000	-	-	-
Professional Development	-	-	90,000	44,173	80,000
Contractual Services	-	-	18,000	18,000	18,000
Commodities	-	505	17,490	17,490	17,550
Other Expenses	-	-	-	-	-
Capital Improvements	-	-	60,000	60,000	-
<b>Total Storm Water Systems</b>	<b>\$ -</b>	<b>\$ 79,157</b>	<b>\$ 250,902</b>	<b>\$ 289,400</b>	<b>\$ 251,390</b>
<b>Capital Improvements - Stormwater Improvements</b>					
Professional Services	\$ 170,157	\$ 5,975	\$ -	\$ -	\$ -
Contractual Services	-	-	-	-	-
Capital Improvements	2,561,387	-	700,000	200,000	200,000
<b>Total Capital Improvements Stormwater Improvements</b>	<b>\$ 2,731,544</b>	<b>\$ 5,975</b>	<b>\$ 700,000</b>	<b>\$ 200,000</b>	<b>\$ 200,000</b>
<b>Total Stormwater Fund</b>	<b>\$ 2,731,544</b>	<b>\$ 85,132</b>	<b>\$ 950,902</b>	<b>\$ 489,400</b>	<b>\$ 451,390</b>

**Village of Bensenville 2011 Budget Final  
Expenditure Budgets by Fund  
FY 2009 Actual through FY 2012 Budget**

Exhibit A

	FY 2009 Actual	FY 2010 Actual	FY 2011 Budget	FY 2011 Projected	FY 2012 Budget
<b>Capital Improvement Fund</b>					
<b>Capital Improvements - Municipal Facilities / Fleet</b>					
Salaries	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Team Development	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services	\$ -	\$ 491,370	\$ 1,435,071	\$ 1,202,600	\$ 1,980,057
Capital Improvements	\$ -	\$ 491,370	\$ 1,435,071	\$ 1,202,600	\$ 1,980,057
<b>Total Capital Improvements - Municipal Facilities / Fleet</b>	<b>\$ -</b>	<b>\$ 491,370</b>	<b>\$ 1,435,071</b>	<b>\$ 1,202,600</b>	<b>\$ 1,980,057</b>
<b>Capital Improvements - Pedestrian &amp; Bikeway</b>					
Professional Services	\$ -	\$ 34,423	\$ 5,000	\$ 5,000	\$ -
Capital Improvements	\$ -	\$ 115,034	\$ 255,000	\$ 5,000	\$ 110,000
<b>Total Capital Imprv - Pedestrian &amp; Bikeway</b>	<b>\$ -</b>	<b>\$ 149,457</b>	<b>\$ 260,000</b>	<b>\$ 10,000</b>	<b>\$ 110,000</b>
<b>Capital Improvements - Streets &amp; Highway</b>					
Professional Services	\$ 317,907	\$ 247,964	\$ 515,000	\$ 50,000	\$ 150,000
Contractual Services	\$ -	\$ 463	\$ -	\$ -	\$ -
Capital Improvements	\$ 2,267,398	\$ 1,833,743	\$ 1,800,000	\$ 605,000	\$ 2,160,000
<b>Total Capital Imprv - Purchases - Streets &amp; Highway</b>	<b>\$ 2,585,305</b>	<b>\$ 2,082,170</b>	<b>\$ 2,315,000</b>	<b>\$ 655,000</b>	<b>\$ 2,310,000</b>
<b>Capital Improvements - Redevelopment Projects</b>					
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -
Programs	\$ -	\$ 111,099	\$ 800,000	\$ 814,080	\$ -
<b>Total Capital Imprv - Redevelopment Projects</b>	<b>\$ -</b>	<b>\$ 111,099</b>	<b>\$ 800,000</b>	<b>\$ 814,080</b>	<b>\$ -</b>
<b>Capital Improvements - Other</b>					
Capital Improvements	\$ -	\$ 987,206	\$ -	\$ -	\$ -
<b>Total Capital Imprv - Purchases - Streets &amp; Highway</b>	<b>\$ -</b>	<b>\$ 987,206</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Capital Improvements Fund</b>	<b>\$ 2,585,305</b>	<b>\$ 3,821,302</b>	<b>\$ 4,810,071</b>	<b>\$ 2,681,680</b>	<b>\$ 4,400,057</b>
<b>Unincorporated Utility Fund</b>					
Professional Services	\$ 79,560	\$ -	\$ -	\$ -	\$ -
<b>Total Unincorporated Utility</b>	<b>\$ 79,560</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Special Service Area #2</b>					
Other	\$ -	\$ 32,535	\$ -	\$ -	\$ -
Debt Service - Principal	\$ 75,000	\$ 160,000	\$ -	\$ -	\$ -
Debt Service - Interest	\$ 12,573	\$ 12,840	\$ -	\$ -	\$ -
Debt Service - Fees	\$ 350	\$ 700	\$ -	\$ -	\$ -
<b>Total Special Service Area # 2</b>	<b>\$ 87,923</b>	<b>\$ 206,075</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Special Service Area #3</b>					
Debt Service - Principal	\$ -	\$ -	\$ -	\$ -	\$ 19,000
Debt Service - Interest	\$ -	\$ -	\$ 36,556	\$ -	\$ 36,877
Professional Services	\$ -	\$ 3,898	\$ -	\$ -	\$ -
Capital Improvements	\$ -	\$ 3,837	\$ 664,757	\$ 333,935	\$ 323,087
<b>Total Special Service Area # 3</b>	<b>\$ -</b>	<b>\$ 7,735</b>	<b>\$ 701,313</b>	<b>\$ 333,935</b>	<b>\$ 378,964</b>
<b>Special Service Area #4</b>					
Debt Service - Principal	\$ -	\$ -	\$ -	\$ -	\$ 82,000
Debt Service - Interest	\$ -	\$ -	\$ 157,640	\$ -	\$ 158,286
Professional Services	\$ -	\$ 16,809	\$ -	\$ -	\$ -
Capital Improvements	\$ -	\$ 16,545	\$ 2,866,613	\$ 1,440,019	\$ 1,393,240
<b>Total Special Service Area # 4</b>	<b>\$ -</b>	<b>\$ 33,354</b>	<b>\$ 3,024,253</b>	<b>\$ 1,440,019</b>	<b>\$ 1,633,526</b>
<b>Special Service Area #5</b>					
Debt Service - Principal	\$ -	\$ -	\$ -	\$ -	\$ 6,586
Debt Service - Interest	\$ -	\$ -	\$ 11,015	\$ -	\$ 11,276
Professional Services	\$ -	\$ 1,175	\$ -	\$ -	\$ -
Capital Improvements	\$ -	\$ 1,156	\$ 200,300	\$ 100,619	\$ 97,350
<b>Total Special Service Area # 5</b>	<b>\$ -</b>	<b>\$ 2,331</b>	<b>\$ 211,315</b>	<b>\$ 100,619</b>	<b>\$ 115,212</b>
<b>Special Service Area #6</b>					
Debt Service - Principal	\$ -	\$ -	\$ -	\$ -	\$ 55,000
Debt Service - Interest	\$ -	\$ -	\$ 107,017	\$ -	\$ 107,539
Professional Services	\$ -	\$ 11,410	\$ -	\$ -	\$ -

**Village of Bensenville 2011 Budget Final  
Expenditure Budgets by Fund  
FY 2009 Actual through FY 2012 Budget**

Exhibit A

	<b>FY 2009 Actual</b>	<b>FY 2010 Actual</b>	<b>FY 2011 Budget</b>	<b>FY 2011 Projected</b>	<b>FY 2012 Budget</b>
Capital Improvements	-	11,233	1,946,053	977,584	945,826
<b>Total Special Service Area # 6</b>	<b>\$ -</b>	<b>\$ 22,643</b>	<b>\$ 2,053,070</b>	<b>\$ 977,584</b>	<b>\$ 1,108,365</b>

**Village of Bensenville 2011 Budget Final  
Expenditure Budgets by Fund  
FY 2009 Actual through FY 2012 Budget**

Exhibit A

	<b>FY 2009 Actual</b>	<b>FY 2010 Actual</b>	<b>FY 2011 Budget</b>	<b>FY 2011 Projected</b>	<b>FY 2012 Budget</b>
<b>Special Service Area #7</b>					
Debt Service - Principal	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Debt Service - Interest	- -	- -	55,055	- -	55,457
Professional Services	- -	5,870	- -	- -	- -
Capital Improvements	- -	5,779	1,001,145	502,196	486,580
<b>Total Special Service Area # 7</b>	<b>\$ -</b>	<b>\$ 11,649</b>	<b>\$ 1,056,200</b>	<b>\$ 502,196</b>	<b>\$ 572,037</b>
<b>Special Service Area #8</b>					
Debt Service - Principal	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Debt Service - Interest	- -	- -	28,730	- -	29,060
Professional Services	- -	3,064	- -	- -	- -
Capital Improvements	- -	3,015	522,434	262,438	253,917
<b>Total Special Service Area # 8</b>	<b>\$ -</b>	<b>\$ 6,079</b>	<b>\$ 551,164</b>	<b>\$ 262,438</b>	<b>\$ 297,977</b>
<b>Special Service Area #9</b>					
Debt Service - Principal	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service - Interest	- -	- -	208,162	- -	208,162
Professional Services	- -	22,196	- -	- -	- -
Capital Improvements	- -	21,848	3,785,335	- -	3,741,291
<b>Total Special Service Area # 9</b>	<b>\$ -</b>	<b>\$ 44,044</b>	<b>\$ 3,993,497</b>	<b>\$ -</b>	<b>\$ 3,949,453</b>
<b>Debt Service Fund</b>					
Other Financing Use - DS Pd Escrow	- -	1,595,454	- -	- -	- -
Debt Service - Principal	\$ 3,500,000	5,608,000	2,828,740	\$ 2,828,740	2,807,340
Debt Service - Interest	1,510,626	2,197,456	1,117,703	1,117,703	1,050,900
Debt Service - Fees	25,802	35,419	2,800	2,800	4,500
<b>Total Debt Service Fund</b>	<b>\$ 5,036,428</b>	<b>\$ 9,436,329</b>	<b>\$ 3,949,243</b>	<b>\$ 3,949,243</b>	<b>\$ 3,862,740</b>
<b>Commuter Parking Fund</b>					
Contractual Services	- -	68,627	5,000	2,500	5,000
<b>Total Commuter Parking</b>	<b>\$ -</b>	<b>\$ 68,627</b>	<b>\$ 5,000</b>	<b>\$ 2,500</b>	<b>\$ 5,000</b>
<b>Recycling and Refuse Fund</b>					
Programs	\$ 1,457,627	\$ 2,632,022	\$ 1,550,000	\$ 1,550,000	\$ 1,625,000
<b>Total Recycling &amp; Refuse Fund</b>	<b>\$ 1,457,627</b>	<b>\$ 2,632,022</b>	<b>\$ 1,550,000</b>	<b>\$ 1,550,000</b>	<b>\$ 1,625,000</b>
<b>Dial a Bus</b>					
Contractual Services	\$ 249,206	\$ -	\$ -	\$ -	\$ -
Commodities	9,839	- -	- -	- -	- -
<b>Total Dial A Bus</b>	<b>\$ 259,054</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Tax Increment Financing (TIF)</b>					
TIF 1 Town Center Redevelopment	\$ 1,000,921	\$ 3,351,006	\$ -	\$ -	\$ -
TIF 2 O'Hare Cargo	350	351	- -	- -	- -
TIF 4 Grand Ave./Sexton	199,505	2,289,081	465,600	476,158	369,995
TIF 5 Heritage Square	199,505	1,668,707	94,210	94,210	97,460
TIF 6 Route 83 & Thorndale	303,412	430,755	250,000	182,956	146,000
TIF 7 Irving Park & Church	225,493	461,788	240,010	240,010	254,365
TIF 11 Grand Ave & York	141,210	280,370	154,075	154,075	155,230
TIF 13 North Industrial District	- -	137,876	15,000,000	11,264,383	4,907,385
<b>Total Tax Increment Financing (TIF)</b>	<b>\$ 2,070,396</b>	<b>\$ 8,619,934</b>	<b>\$ 16,203,895</b>	<b>\$ 12,411,792</b>	<b>\$ 5,930,435</b>
<b>Bldg &amp; Property Maintenance Rental Properties</b>					
Contractual Services	\$ 19,305	\$ 1,875	\$ -	\$ -	\$ -
Other Expenses	95,740	51,963	- -	- -	- -
Capital Improvements	183,903	- -	- -	- -	- -
Debt	229,407	368,367	- -	- -	- -
<b>Total Bldg &amp; Properties Maintenance Rental Properties</b>	<b>\$ 528,355</b>	<b>\$ 422,205</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ 40,448,696</b>	<b>\$ 62,145,609</b>	<b>\$ 70,341,614</b>	<b>\$ 50,134,950</b>	<b>\$ 53,768,621</b>

VILLAGE OF BENSENVILLE  
OFFICIAL COMPENSATION PLAN  
**AUTHORIZED POSITIONS EFFECTIVE 1/1/2012**  
**AFSCME STEP ADJUSTMENTS EFFECTIVE 5/1/2012**  
**SCHEDULE I: MERIT-STEP POSITIONS**

<b>Merit Step Positions<sup>(1)(5)</sup></b>		<b>Authorized Positions</b>												
		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>F/T<sup>(2)</sup></b>	<b>P/T</b>
AFSCME Pay Grade 1 (Includes the following positions: Switchboard Operator/ Receptionist/ Account Clerk I)	Annual	30,095	31,068	32,040	33,009	33,979	34,951	35,918	36,889	37,863	38,999	40,169	3	0
	Bi-Weekly	1,157	1,195	1,232	1,270	1,307	1,344	1,381	1,419	1,456	1,500	1,545		
	Hourly	14.47	14.94	15.40	15.87	16.34	16.80	17.27	17.74	18.20	18.75	19.31		
AFSCME Pay Grade 2 (Includes the following positions: Custodian)	Annual	32,567	33,618	34,667	35,719	36,768	37,821	38,871	39,922	40,972	42,201	43,467	0	1
	Bi-Weekly	1,253	1,293	1,333	1,374	1,414	1,455	1,495	1,535	1,576	1,623	1,672		
	Hourly	15.66	16.16	16.67	17.17	17.68	18.18	18.69	19.19	19.70	20.29	20.90		
AFSCME Pay Grade 3 (Includes the following positions: Billing Clerk III, Secretary III)	Annual	35,184	36,319	37,453	38,591	39,727	40,862	41,996	43,135	44,269	45,597	46,965	0	1
	Bi-Weekly	1,353	1,397	1,440	1,484	1,528	1,572	1,615	1,659	1,703	1,754	1,806		
	Hourly	16.92	17.46	18.01	18.55	19.10	19.65	20.19	20.74	21.28	21.92	22.58		
AFSCME Pay Grade 4 (Includes the following positions: Billing Clerk IV; Account Clerk IV, Secretary IV)	Annual	37,406	38,611	39,816	41,023	42,229	43,437	44,644	45,847	47,057	48,468	49,922	6	0
	Bi-Weekly	1,439	1,485	1,531	1,578	1,624	1,671	1,717	1,763	1,810	1,864	1,920		
	Hourly	17.98	18.56	19.14	19.72	20.30	20.88	21.46	22.04	22.62	23.30	24.00		
AFSCME Pay Grade 5 (Includes the following positions: Technician I, Mechanic I)	Annual	41,302	42,774	44,244	45,717	47,190	48,661	50,131	51,605	53,077	54,669	56,309	5	0
	Bi-Weekly	1,589	1,645	1,702	1,758	1,815	1,872	1,928	1,985	2,041	2,103	2,166		
	Hourly	19.86	20.56	21.27	21.98	22.69	23.39	24.10	24.81	25.52	26.28	27.07		
AFSCME Pay Grade 5 W (Includes the following positions: Technician I assigned to Utility)	Annual	43,291	44,764	46,234	47,706	49,179	50,650	52,120	53,595	55,066	56,718	58,419	0	0
	Bi-Weekly	1,665	1,722	1,778	1,835	1,892	1,948	2,005	2,061	2,118	2,181	2,247		
	Hourly	20.81	21.52	22.23	22.94	23.64	24.35	25.06	25.77	26.47	27.27	28.09		
AFSCME Pay Grade 6 (Includes the following positions: Special Clerical Assistant)	Annual	44,108	45,688	47,268	48,845	50,422	52,003	53,580	55,158	56,735	58,437	60,190	1	0
	Bi-Weekly	1,696	1,757	1,818	1,879	1,939	2,000	2,061	2,121	2,182	2,248	2,315		
	Hourly	21.21	21.97	22.73	23.48	24.24	25.00	25.76	26.52	27.28	28.09	28.94		
AFSCME Pay Grade 7 <sup>(3)</sup> (Includes the following positions: Technician II, Mechanic II)	Annual	46,563	48,233	49,906	51,577	53,250	54,919	56,592	58,265	59,938	61,736	63,588	9	0
	Bi-Weekly	1,791	1,855	1,919	1,984	2,048	2,112	2,177	2,241	2,305	2,374	2,446		
	Hourly	22.39	23.19	23.99	24.80	25.60	26.40	27.21	28.01	28.82	29.68	30.57		
AFSCME Pay Grade 7 W <sup>(3)</sup> (Includes the following positions: Technician II assigned to Utility)	Annual	48,552	50,222	51,895	53,566	55,239	56,908	58,581	60,254	61,927	63,785	65,699	6	0
	Bi-Weekly	1,867	1,932	1,996	2,060	2,125	2,189	2,253	2,317	2,382	2,453	2,527		
	Hourly	23.34	24.15	24.95	25.75	26.56	27.36	28.16	28.97	29.77	30.67	31.59		
Police Officer <sup>(4)</sup>	Annual	55,686	57,797	60,949	63,349	66,565	71,844	78,033					26	0
	Bi-Weekly	2,142	2,223	2,344	2,437	2,560	2,763	3,001						
	Hourly	26.77	27.79	29.30	30.46	32.00	34.54	37.52						
Sergeants	Annual	80,670	83,547	86,861	90,180	--	--	--					5	0
	Bi-Weekly	3,103	3,213	3,341	3,468	--	--	--						
	Hourly	29.27	30.31	31.52	32.72	--	--	--						

SUB-TOTAL MERIT-STEP POSITIONS:

61 2

**NOTES**

- (1) Movement through merit-steps occur at 1 year intervals with satisfactory job performance evaluation.
- (2) Each position represents full-time equivalent hours of 2080, unless otherwise noted. "Job sharing" is permitted as long as total hours paid do not exceed the amount budgeted for the positions. The number of full-time equivalent positions shall not be increased. Additionally, the allocation of positions between Technician I & II may vary as long as total number of Technician positions is not increased.
- (3) Crew Leaders compensation is equal to a 5% increase above Step 10 (J)
- (4) Specialty Compensation for Detective equals \$300 per year
- (5) AFSCME Contract expires April 30, 2015. Police Officer contract expires April 30, 2012. Sergeant contract expires April 30, 2012.

**VILLAGE OF BENSENVILLE**  
**OFFICIAL COMPENSATION PLAN**  
**AUTHORIZED POSITIONS EFFECTIVE 1/1/2012**  
**RANGE ADJUSTMENTS EFFECTIVE 1/1/2012**  
**SCHEDULE II: MERIT PERFORMANCE POSITIONS**

<b>Merit-Performance Positions</b>	<b>ANNUAL</b>		<b>BI-WEEKLY</b>		<b>HOURLY</b>		<b>F/T<sup>(1)</sup></b>	<b>P/T<sup>(2)</sup></b>						
	<b>MIN</b>	<b>MAX</b>	<b>MIN</b>	<b>MAX</b>	<b>MIN</b>	<b>MAX</b>								
PT PW & Authorized Hour Position <sup>(3)</sup>	17,680	41,415	680	1,593	8.50	19.91	0	2						
Human Resources / Finance Assistant	23,500	33,500	904	1,288	11.30	16.11	1	0						
Office Assistant/Investigative Aide	23,500	41,415	904	1,593	11.30	19.91	0	1						
Records Clerk	23,500	41,415	904	1,593	11.30	19.91	3	0						
Front Desk Clerks (Edge - authorized hours)	23,500	33,500	904	1,288	11.30	16.11	0	0						
Office Manager (Edge)	23,500	38,000	904	1,462	11.30	18.27	0	0						
Janitorial Services Manager (Edge)	27,245	38,700	1,048	1,488	13.10	18.61	1	0						
Front Desk Operations Manager (Edge)	27,245	38,700	1,048	1,488	13.10	18.61	1	0						
Aquatic Facilities & Programs Manager	27,245	38,700	1,048	1,488	13.10	18.61	1	0						
Redmond Facilities & Programs Manager	30,515	46,860	1,174	1,802	14.67	22.53	1	0						
Concessions Manager	30,515	46,860	1,174	1,802	14.67	22.53	1	0						
Administrative Assistant/Administrative Aide	36,400	58,400	1,400	2,246	17.50	28.08	3	0						
Deputy Village Clerk	36,400	58,850	1,400	2,263	17.50	28.29	1	0						
Marketing/Business Development Administrator	48,000	75,900	1,846	2,919	23.08	36.49	1	0						
Engineering/GIS Coordinator	41,500	61,400	1,596	2,362	19.95	29.52	1	0						
Payroll Administrator/Staff Accountant	41,500	61,400	1,596	2,362	19.95	29.52	1	0						
Accounts Payable Administrator	41,500	61,400	1,596	2,362	19.95	29.52	1	0						
Civilian Code Enforcement Officer	40,845	61,400	1,571	2,362	19.64	29.52	1	0						
Civilian Evidence Custodian	40,845	61,105	1,571	2,350	19.64	29.38	1	0						
Code Compliance Inspector	40,845	61,105	1,571	2,350	19.64	29.38	2	3						
Executive Assistant <sup>(4)</sup>	32,695	65,000	1,258	2,500	15.72	31.25	1	0						
Plan Reviewer - Inspectional Services / Permitting	48,500	73,250	1,865	2,817	23.32	35.22	2	0						
Facilities Operation Manager	45,000	69,900	1,731	2,688	21.63	33.61	1	0						
Assistant to Director	48,000	75,900	1,846	2,919	23.08	36.49	0	0						
Emergency Management Coordinator <sup>5</sup>	50,000	75,900	1,923	2,919	24.04	36.49	1	0						
Crime Prevention Coordinator	50,000	70,790	1,923	2,723	24.04	34.03	1	0						
Cable Director	52,205	75,900	2,008	2,919	25.10	36.49	1	0						
Assistant PW Supervisor/Fleet Manager	50,715	86,000	1,951	3,308	24.38	41.35	1	0						
Public Works Supervisor	61,500	99,520	2,365	3,828	29.57	47.85	1	0						
Utility Supervisor	61,500	99,520	2,365	3,828	29.57	47.85	1	0						
Civil Engineer	56,350	84,575	2,167	3,253	27.09	40.66	1	0						
Assistant Director	61,500	99,520	2,365	3,828	29.57	47.85	3	0						
Figure Skating Director	41,400	69,900	1,592	2,688	19.90	33.61	1	0						
Hockey Director/Coach	41,400	95,940	1,592	3,690	19.90	46.13	1	0						
Director of HR & Risk Management	63,250	104,700	2,433	4,027	30.41	50.34	1	0						
Programming Manager/Hockey Director	55,000	99,500	2,115	3,827	26.44	47.84	1	0						
Deputy Chief	74,800	116,500	2,877	4,481	35.96	56.01	1	0						
Assistant Village Manager	74,800	116,500	2,877	4,481	35.96	56.01	1	0						
Directors:														
Finance	83,950	131,250	3,229	5,048	40.36	63.10	1	0						
Community & Economic Development	83,950	131,250	3,229	5,048	40.36	63.10	1	0						
Recreation & Community Programming	83,950	131,250	3,229	5,048	40.36	63.10	1	0						
Public Works	83,950	131,250	3,229	5,048	40.36	63.10	1	0						
Chief of Police	83,950	131,250	3,229	5,048	40.36	63.10	1	0						
Deputy Village Manager	89,800	135,850	3,454	5,225	43.17	65.31	0	0						
Village Manager	Village Manager Compensation Set by Village Board						1	0						
<b>SUB-TOTAL MERIT PERFORMANCE POSITIONS:</b>														
<b>GRAND TOTAL ALL POSITIONS:</b>														
<b>NOTES</b>														
(1)	Each position represents full-time equivalent hours of 2080, unless otherwise noted. "Job sharing" is permitted as long as total hours paid do not exceed the amount budgeted for the positions. The number of full-time equivalent positions shall not be increased.													
(2)	Part-Time non-exempt positions will be compensated at the hourly equivalent within their range.													
(3)	Authorized Positions Column does not include those positions for which total authorized hours are established.													
(4)	Position paid an additional stipend of \$5,290 for serving as Recording Secretary for Board of Police Commissioners (BOPC)													
(5)	Position paid annual stipend of approximately \$8,000													

(1) Each position represents full-time equivalent hours of 2080, unless otherwise noted. "Job sharing" is permitted as long as total hours paid do not exceed the amount budgeted for the positions. The number of full-time equivalent positions shall not be increased.

(2) Part-Time non-exempt positions will be compensated at the hourly equivalent within their range.

(3) Authorized Positions Column does not include those positions for which total authorized hours are established.

(4) Position paid an additional stipend of \$5,290 for serving as Recording Secretary for Board of Police Commissioners (BOPC)

(5) Position paid annual stipend of approximately \$8,000

**TYPE:** Ordinance      **SUBMITTED BY:** Tim Sloth      **DATE:** December 13, 2011

**DESCRIPTION:** Consider an Ordinance approving the 2011 Tax Levy.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION:** Approved AFL – 4-2

**DATE:** December 6, 2011

---

**BACKGROUND:** The 2011 Tax Levy Estimate was unanimously approved by the AF&L Committee on October 18, 2011, and was unanimously approved by Board via Resolution 105-2011 on October 25, 2011. Now the Board is being asked to approve the 2011 Tax Levy Ordinance, which is based on the approved 2011 Tax Levy Estimate. The estimated levies have been incorporated by Exhibit in the Tax Levy Ordinance which is being presented for Board consideration and has been included as an attachment to this report. The 2011 Recommended Levy is the same as the 2011 Tax Levy Estimate (a copy of which is included) approved by the Board in October. The levy amount that is being recommended ensures that all new dollars are captured.

As discussed at the October 25, 2011 Board Meeting, the impact of the presented levy is approximately a \$7 per year increase on the Village portion of the property tax bill of a property valued at \$200,000. In order to mitigate the effects of this increase, the Village will not be passing through the approximately \$1 per month rate increase from Allied Waste effective May 1, 2012 and will keep the refuse rates we charge customers the same through 2012. The result of this action is a net savings of \$5 in 2012 for the average Bensenville resident.

**KEY ISSUES:** The levy ordinance needs to be filed with the respective Counties by the last Tuesday in December. As such action on this Ordinance is requested at this time. Based on the proposed levy and the impact of PTELL ("Tax Cap"), the amount of property taxes paid by an individual owner in 2011 will be approximately 1.5% higher than the amount paid in 2010 unless improvements have been made to the property (the other caveat would be an unexpected change in legislation).

**ALTERNATIVES:**

1. Motion to approve the Ordinance.
2. Discretion of the Committee.

**RECOMMENDATION:** Staff recommends approval of the 2011 Tax Levy Ordinance. The total levy is for \$4,488,500, an increase over the 2010 Extended Levy of 2.79 percent.

**BUDGET IMPACT:** The proposed levy allows the Village to capture new growth in construction value and inflation per the Property Tax Extension Limitation Law, which is critical to maintaining acceptable level of services and achieving the vision and goals of the Board.

**ACTION REQUIRED:** Motion to approve the 2011 Tax Levy Ordinance.

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

**AN ORDINANCE ADOPTING THE 2011 TAX LEVY  
FOR THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES,  
FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2011, AND ENDING  
DECEMBER 31, 2011.**

**WHEREAS**, this Ordinance sets forth the tax levy of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the fiscal year commencing January 1, 2011 and ending December 31, 2011.

**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 in regular session, as follows:

**SECTION ONE:** That the sum of Four Million Four Hundred Eighty Eight Thousand Five Hundred Dollars (\$4,488,500) being the total appropriations heretofore legally made which are to be collected from the tax levy of the current fiscal year of the Village of Bensenville, identified above, for all corporate purposes of said Village of Bensenville for providing for a Corporate Fund, Police Protection Fund, Police Pension Fund, Tort Liability Fund, Worker's Compensation Fund, Illinois Municipal Retirement Fund and Social Security (FICA) Fund, as appropriated for by an annual adopted budget adopted by ordinance of the Village of Bensenville for the fiscal year commencing January 1, 2011 and the same is hereby levied against all taxable property in the Village for the current fiscal year, the specific amounts as levied for the various funds heretofore named being included herein and shown on Exhibits I and II, attached hereto and incorporated herein by reference.

**SECTION TWO:** That the Village Clerk be and the same is hereby directed to certify a copy of this Ordinance and file said certified copy with the County Clerks of DuPage County and Cook County, within the time specified by law.

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

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, this 22<sup>nd</sup> day of November, 2011.

APPROVED:

---

Frank Soto, Village President

ATTEST:

---

Corey Williamsen, Acting Village Clerk

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

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

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

**Exhibit I to 2011 Levy Ordinance**

**Village of Bensenville**

**2011 Tax Levy**

<b>Corporate</b>	2,173,500
<b>Police Protection</b>	1,067,000
<b>Police Pension</b>	303,000
<b>Tort Liability</b>	277,000
<b>Worker's Compensation</b>	198,000
<b>IMRF</b>	217,000
<b>Social Security (FICA)</b>	253,000
<b>TOTAL GENERAL FUND LEVY</b>	<b><u>\$4,488,500</u></b>

**2011 TAX LEVY ORDINANCE EXHIBIT II**  
**FY 2011 EXPENDITURES & LEVY ALLOCATIONS**

FUND #	FUND NAME	ORG CODE	ORG DESCRIPTION	OBJECT	EXPENDITURE CATEGORY	DETAIL DESCRIPTION	JANUARY 1 - DECEMBER 31, 2011 BUDGET AMOUNT	LEVY	OTHER SOURCES
<b>CORPORATE FUND</b>									
101	GENERAL FUND	11010010	VILLAGE BOARD	510000	SALARIES AND BENEFITS	SALARIES	20,696	4,158	
101	GENERAL FUND	11010010	VILLAGE BOARD	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	70,205	14,103	
101	GENERAL FUND	11010010	VILLAGE BOARD	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	120,000	24,106	
101	GENERAL FUND	11010010	VILLAGE BOARD	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	12,920	2,595	
101	GENERAL FUND	11010010	VILLAGE BOARD	550000	COMMODITIES	COMMODITIES	3,125	628	
101	GENERAL FUND	11010010	VILLAGE BOARD	560000	OTHER	OTHER	-	-	
101	GENERAL FUND	11010010	VILLAGE BOARD	570000	PROGRAMS	PROGRAMS	3,000	603	
101	GENERAL FUND	11010010	VILLAGE BOARD	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	-	-	
						<b>VILLAGE BOARD Total</b>	<b>229,946</b>	<b>46,193</b>	<b>183,753</b>
101	GENERAL FUND	11010030	VILLAGE CLERK	510000	SALARIES AND BENEFITS	SALARIES	47,361	9,514	
101	GENERAL FUND	11010030	VILLAGE CLERK	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	3,010	605	
101	GENERAL FUND	11010030	VILLAGE CLERK	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	-	-	
101	GENERAL FUND	11010030	VILLAGE CLERK	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	26,970	5,418	
101	GENERAL FUND	11010030	VILLAGE CLERK	550000	COMMODITIES	COMMODITIES	3,500	703	
101	GENERAL FUND	11010030	VILLAGE CLERK	560000	OTHER	OTHER	-	-	
101	GENERAL FUND	11010030	VILLAGE CLERK	570000	PROGRAMS	PROGRAMS	-	-	
101	GENERAL FUND	11010030	VILLAGE CLERK	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	-	-	
						<b>VILLAGE CLERK Total</b>	<b>80,841</b>	<b>16,240</b>	<b>64,601</b>
101	GENERAL FUND	11010050	CDC COMMISSION	510000	SALARIES AND BENEFITS	SALARIES	3,003	603	
101	GENERAL FUND	11010050	CDC COMMISSION	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	2,250	452	
101	GENERAL FUND	11010050	CDC COMMISSION	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	-	-	
101	GENERAL FUND	11010050	CDC COMMISSION	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	-	-	
101	GENERAL FUND	11010050	CDC COMMISSION	550000	COMMODITIES	COMMODITIES	600	121	
101	GENERAL FUND	11010050	CDC COMMISSION	560000	OTHER	OTHER	-	-	
101	GENERAL FUND	11010050	CDC COMMISSION	570000	PROGRAMS	PROGRAMS	-	-	
101	GENERAL FUND	11010050	CDC COMMISSION	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	-	-	
						<b>CDC COMMISSION Total</b>	<b>5,853</b>	<b>1,176</b>	<b>4,677</b>
101	GENERAL FUND	11010070	BOARD OF POLICE COMMISSIONERS	510000	SALARIES AND BENEFITS	SALARIES	5,564	1,118	
101	GENERAL FUND	11010070	BOARD OF POLICE COMMISSIONERS	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	6,075	1,220	
101	GENERAL FUND	11010070	BOARD OF POLICE COMMISSIONERS	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	37,000	7,433	
101	GENERAL FUND	11010070	BOARD OF POLICE COMMISSIONERS	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	29,200	5,866	
101	GENERAL FUND	11010070	BOARD OF POLICE COMMISSIONERS	550000	COMMODITIES	COMMODITIES	-	-	
101	GENERAL FUND	11010070	BOARD OF POLICE COMMISSIONERS	560000	OTHER	OTHER	-	-	
101	GENERAL FUND	11010070	BOARD OF POLICE COMMISSIONERS	570000	PROGRAMS	PROGRAMS	-	-	
101	GENERAL FUND	11010070	BOARD OF POLICE COMMISSIONERS	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	-	-	
						<b>BOARD OF POLICE COMMISSIONERS Total</b>	<b>77,839</b>	<b>15,637</b>	<b>62,202</b>
101	GENERAL FUND	11020110	OFFICE OF THE VILLAGE MANAGER	510000	SALARIES AND BENEFITS	SALARIES	308,522	61,977	
101	GENERAL FUND	11020110	OFFICE OF THE VILLAGE MANAGER	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	26,437	5,311	
101	GENERAL FUND	11020110	OFFICE OF THE VILLAGE MANAGER	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	174,000	34,954	
101	GENERAL FUND	11020110	OFFICE OF THE VILLAGE MANAGER	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	1,160	233	
101	GENERAL FUND	11020110	OFFICE OF THE VILLAGE MANAGER	550000	COMMODITIES	COMMODITIES	8,600	1,728	
101	GENERAL FUND	11020110	OFFICE OF THE VILLAGE MANAGER	560000	OTHER	OTHER	280,000	56,248	
101	GENERAL FUND	11020110	OFFICE OF THE VILLAGE MANAGER	570000	PROGRAMS	PROGRAMS	-	-	
101	GENERAL FUND	11020110	OFFICE OF THE VILLAGE MANAGER	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	-	-	
						<b>OFFICE OF THE VILLAGE MANAGER Total</b>	<b>798,719</b>	<b>160,451</b>	<b>638,268</b>
101	GENERAL FUND	11020120	LEGAL SERVICES	510000	SALARIES AND BENEFITS	SALARIES	-	-	
101	GENERAL FUND	11020120	LEGAL SERVICES	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	-	-	
101	GENERAL FUND	11020120	LEGAL SERVICES	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	487,000	97,831	
101	GENERAL FUND	11020120	LEGAL SERVICES	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	-	-	
101	GENERAL FUND	11020120	LEGAL SERVICES	550000	COMMODITIES	COMMODITIES	-	-	
101	GENERAL FUND	11020120	LEGAL SERVICES	560000	OTHER	OTHER	-	-	
101	GENERAL FUND	11020120	LEGAL SERVICES	570000	PROGRAMS	PROGRAMS	-	-	
101	GENERAL FUND	11020120	LEGAL SERVICES	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	-	-	
						<b>LEGAL SERVICES Total</b>	<b>487,000</b>	<b>97,831</b>	<b>389,169</b>

FUND #	FUND NAME	ORG CODE	ORG DESCRIPTION	OBJECT	EXPENDITURE CATEGORY	DETAIL DESCRIPTION	JANUARY 1 - DECEMBER 31, 2011 BUDGET AMOUNT	LEVY	OTHER SOURCES
101	GENERAL FUND	11020130	HUMAN RESOURCES	510000	SALARIES AND BENEFITS	SALARIES	93,085	18,699	
101	GENERAL FUND	11020130	HUMAN RESOURCES	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	13,675	2,747	
101	GENERAL FUND	11020130	HUMAN RESOURCES	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	11,000	2,210	
101	GENERAL FUND	11020130	HUMAN RESOURCES	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	12,550	2,521	
101	GENERAL FUND	11020130	HUMAN RESOURCES	550000	COMMODITIES	COMMODITIES	250	50	
101	GENERAL FUND	11020130	HUMAN RESOURCES	560000	OTHER	OTHER	-	-	
101	GENERAL FUND	11020130	HUMAN RESOURCES	570000	PROGRAMS	PROGRAMS	-	-	
101	GENERAL FUND	11020130	HUMAN RESOURCES	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	-	-	
						<b>HUMAN RESOURCES Total</b>	<b>130,560</b>	<b>26,227</b>	<b>104,333</b>
101	GENERAL FUND	11020150	RISK MANAGEMENT	510000	SALARIES AND BENEFITS	SALARIES	43,225	8,683	
101	GENERAL FUND	11020150	RISK MANAGEMENT	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	1,400	281	
101	GENERAL FUND	11020150	RISK MANAGEMENT	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	70,000	14,062	
101	GENERAL FUND	11020150	RISK MANAGEMENT	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	455,862	91,576	
101	GENERAL FUND	11020150	RISK MANAGEMENT	550000	COMMODITIES	COMMODITIES	-	-	
101	GENERAL FUND	11020150	RISK MANAGEMENT	560000	OTHER	OTHER	-	-	
101	GENERAL FUND	11020150	RISK MANAGEMENT	570000	PROGRAMS	PROGRAMS	-	-	
101	GENERAL FUND	11020150	RISK MANAGEMENT	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	-	-	
						<b>RISK MANAGEMENT Total</b>	<b>570,487</b>	<b>114,602</b>	<b>455,885</b>
101	GENERAL FUND	11020170	MARKETING	510000	SALARIES AND BENEFITS	SALARIES	92,285	18,539	
101	GENERAL FUND	11020170	MARKETING	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	6,400	1,286	
101	GENERAL FUND	11020170	MARKETING	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	92,000	18,481	
101	GENERAL FUND	11020170	MARKETING	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	-	-	
101	GENERAL FUND	11020170	MARKETING	550000	COMMODITIES	COMMODITIES	4,450	894	
101	GENERAL FUND	11020170	MARKETING	560000	OTHER	OTHER	-	-	
101	GENERAL FUND	11020170	MARKETING	570000	PROGRAMS	PROGRAMS	145,450	29,219	
101	GENERAL FUND	11020170	MARKETING	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	-	-	
						<b>MARKETING Total</b>	<b>340,585</b>	<b>68,419</b>	<b>272,166</b>
101	GENERAL FUND	11020180	INFORMATION TECHNOLOGY	510000	SALARIES AND BENEFITS	SALARIES	-	-	
101	GENERAL FUND	11020180	INFORMATION TECHNOLOGY	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	-	-	
101	GENERAL FUND	11020180	INFORMATION TECHNOLOGY	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	319,240	64,131	
101	GENERAL FUND	11020180	INFORMATION TECHNOLOGY	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	549,408	110,368	
101	GENERAL FUND	11020180	INFORMATION TECHNOLOGY	550000	COMMODITIES	COMMODITIES	5,000	1,004	
101	GENERAL FUND	11020180	INFORMATION TECHNOLOGY	560000	OTHER	OTHER	-	-	
101	GENERAL FUND	11020180	INFORMATION TECHNOLOGY	570000	PROGRAMS	PROGRAMS	-	-	
101	GENERAL FUND	11020180	INFORMATION TECHNOLOGY	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	97,500	19,586	
						<b>INFORMATION TECHNOLOGY Total</b>	<b>971,148</b>	<b>195,089</b>	<b>776,059</b>
101	GENERAL FUND	11020190	EMERGENCY MANAGEMENT	510000	SALARIES AND BENEFITS	SALARIES	78,244	15,718	
101	GENERAL FUND	11020190	EMERGENCY MANAGEMENT	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	6,800	1,366	
101	GENERAL FUND	11020190	EMERGENCY MANAGEMENT	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	-	-	
101	GENERAL FUND	11020190	EMERGENCY MANAGEMENT	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	35,300	7,091	
101	GENERAL FUND	11020190	EMERGENCY MANAGEMENT	550000	COMMODITIES	COMMODITIES	15,150	3,043	
101	GENERAL FUND	11020190	EMERGENCY MANAGEMENT	560000	OTHER	OTHER	-	-	
101	GENERAL FUND	11020190	EMERGENCY MANAGEMENT	570000	PROGRAMS	PROGRAMS	10,900	2,190	
101	GENERAL FUND	11020190	EMERGENCY MANAGEMENT	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	-	-	
						<b>EMERGENCY MANAGEMENT Total</b>	<b>146,394</b>	<b>29,408</b>	<b>116,986</b>
101	GENERAL FUND	11030110	FINANCE DEPARTMENT - ADMIN	510000	SALARIES AND BENEFITS	SALARIES	402,450	80,846	
101	GENERAL FUND	11030110	FINANCE DEPARTMENT - ADMIN	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	6,950	1,396	
101	GENERAL FUND	11030110	FINANCE DEPARTMENT - ADMIN	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	156,000	31,338	
101	GENERAL FUND	11030110	FINANCE DEPARTMENT - ADMIN	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	60,910	12,236	
101	GENERAL FUND	11030110	FINANCE DEPARTMENT - ADMIN	550000	COMMODITIES	COMMODITIES	19,800	3,978	
101	GENERAL FUND	11030110	FINANCE DEPARTMENT - ADMIN	560000	OTHER	OTHER	55,000	11,049	
101	GENERAL FUND	11030110	FINANCE DEPARTMENT - ADMIN	570000	PROGRAMS	PROGRAMS	-	-	
101	GENERAL FUND	11030110	FINANCE DEPARTMENT - ADMIN	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	-	-	
						<b>FINANCE DEPARTMENT - ADMIN Total</b>	<b>701,110</b>	<b>140,843</b>	<b>560,267</b>
101	GENERAL FUND	11050110	PUBLIC WORKS - ADMIN	510000	SALARIES AND BENEFITS	SALARIES	156,653	31,469	
101	GENERAL FUND	11050110	PUBLIC WORKS - ADMIN	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	10,061	2,021	
101	GENERAL FUND	11050110	PUBLIC WORKS - ADMIN	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	-	-	

FUND #	FUND NAME	ORG CODE	ORG DESCRIPTION	OBJECT	EXPENDITURE CATEGORY	DETAIL DESCRIPTION	JANUARY 1 - DECEMBER 31, 2011		
							BUDGET AMOUNT	LEVY	OTHER SOURCES
101	GENERAL FUND	11050110	PUBLIC WORKS - ADMIN	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	266,169	53,469	
101	GENERAL FUND	11050110	PUBLIC WORKS - ADMIN	550000	COMMODITIES	COMMODITIES	29,600	5,946	
101	GENERAL FUND	11050110	PUBLIC WORKS - ADMIN	560000	OTHER	OTHER	-	-	
101	GENERAL FUND	11050110	PUBLIC WORKS - ADMIN	570000	PROGRAMS	PROGRAMS	-	-	
101	GENERAL FUND	11050110	PUBLIC WORKS - ADMIN	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	-	-	
						<b>PUBLIC WORKS - ADMIN Total</b>	<b>462,483</b>	<b>92,905</b>	<b>369,578</b>
101	GENERAL FUND	11050420	PUBLIC WORKS - STREET OPERATIONS	510000	SALARIES AND BENEFITS	SALARIES	354,007	71,115	
101	GENERAL FUND	11050420	PUBLIC WORKS - STREET OPERATIONS	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	2,400	482	
101	GENERAL FUND	11050420	PUBLIC WORKS - STREET OPERATIONS	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	-	-	
101	GENERAL FUND	11050420	PUBLIC WORKS - STREET OPERATIONS	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	351,038	70,518	
101	GENERAL FUND	11050420	PUBLIC WORKS - STREET OPERATIONS	550000	COMMODITIES	COMMODITIES	258,300	51,889	
101	GENERAL FUND	11050420	PUBLIC WORKS - STREET OPERATIONS	560000	OTHER	OTHER	-	-	
101	GENERAL FUND	11050420	PUBLIC WORKS - STREET OPERATIONS	570000	PROGRAMS	PROGRAMS	20,000	4,018	
101	GENERAL FUND	11050420	PUBLIC WORKS - STREET OPERATIONS	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	-	-	
						<b>PUBLIC WORKS - STREET OPERATIONS Total</b>	<b>985,745</b>	<b>198,022</b>	<b>787,723</b>
101	GENERAL FUND	11050430	PUBLIC WORKS - FORESTRY	510000	SALARIES AND BENEFITS	SALARIES	341,461	68,594	
101	GENERAL FUND	11050430	PUBLIC WORKS - FORESTRY	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	1,550	311	
101	GENERAL FUND	11050430	PUBLIC WORKS - FORESTRY	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	-	-	
101	GENERAL FUND	11050430	PUBLIC WORKS - FORESTRY	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	256,280	51,483	
101	GENERAL FUND	11050430	PUBLIC WORKS - FORESTRY	550000	COMMODITIES	COMMODITIES	42,800	8,598	
101	GENERAL FUND	11050430	PUBLIC WORKS - FORESTRY	560000	OTHER	OTHER	-	-	
101	GENERAL FUND	11050430	PUBLIC WORKS - FORESTRY	570000	PROGRAMS	PROGRAMS	25,000	5,022	
101	GENERAL FUND	11050430	PUBLIC WORKS - FORESTRY	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	-	-	
						<b>PUBLIC WORKS - FORESTRY Total</b>	<b>667,091</b>	<b>134,008</b>	<b>533,083</b>
101	GENERAL FUND	11050440	PUBLIC WORKS - BUILDING & PROP.	510000	SALARIES AND BENEFITS	SALARIES	143,628	28,853	
101	GENERAL FUND	11050440	PUBLIC WORKS - BUILDING & PROP.	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	700	141	
101	GENERAL FUND	11050440	PUBLIC WORKS - BUILDING & PROP.	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	-	-	
101	GENERAL FUND	11050440	PUBLIC WORKS - BUILDING & PROP.	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	150,550	30,243	
101	GENERAL FUND	11050440	PUBLIC WORKS - BUILDING & PROP.	550000	COMMODITIES	COMMODITIES	6,950	1,396	
101	GENERAL FUND	11050440	PUBLIC WORKS - BUILDING & PROP.	560000	OTHER	OTHER	-	-	
101	GENERAL FUND	11050440	PUBLIC WORKS - BUILDING & PROP.	570000	PROGRAMS	PROGRAMS	-	-	
101	GENERAL FUND	11050440	PUBLIC WORKS - BUILDING & PROP.	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	-	-	
						<b>PUBLIC WORKS - BUILDING &amp; PROP. Total</b>	<b>301,828</b>	<b>60,633</b>	<b>241,195</b>
101	GENERAL FUND	11050490	PUBLIC WORKS - FLEET MAINTENANCE	510000	SALARIES AND BENEFITS	SALARIES	92,509	18,584	
101	GENERAL FUND	11050490	PUBLIC WORKS - FLEET MAINTENANCE	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	600	121	
101	GENERAL FUND	11050490	PUBLIC WORKS - FLEET MAINTENANCE	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	-	-	
101	GENERAL FUND	11050490	PUBLIC WORKS - FLEET MAINTENANCE	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	3,090	621	
101	GENERAL FUND	11050490	PUBLIC WORKS - FLEET MAINTENANCE	550000	COMMODITIES	COMMODITIES	10,300	2,069	
101	GENERAL FUND	11050490	PUBLIC WORKS - FLEET MAINTENANCE	560000	OTHER	OTHER	-	-	
101	GENERAL FUND	11050490	PUBLIC WORKS - FLEET MAINTENANCE	570000	PROGRAMS	PROGRAMS	-	-	
101	GENERAL FUND	11050490	PUBLIC WORKS - FLEET MAINTENANCE	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	-	-	
						<b>PUBLIC WORKS - FLEET MAINTENANCE Total</b>	<b>106,499</b>	<b>21,395</b>	<b>85,104</b>
101	GENERAL FUND	11060110	COMMUNITY AND ECONOMIC DEVELOPMENT - ADMIN	510000	SALARIES AND BENEFITS	SALARIES	345,131	69,332	
101	GENERAL FUND	11060110	COMMUNITY AND ECONOMIC DEVELOPMENT - ADMIN	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	5,600	1,125	
101	GENERAL FUND	11060110	COMMUNITY AND ECONOMIC DEVELOPMENT - ADMIN	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	-	-	
101	GENERAL FUND	11060110	COMMUNITY AND ECONOMIC DEVELOPMENT - ADMIN	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	17,100	3,435	
101	GENERAL FUND	11060110	COMMUNITY AND ECONOMIC DEVELOPMENT - ADMIN	550000	COMMODITIES	COMMODITIES	5,000	1,004	
101	GENERAL FUND	11060110	COMMUNITY AND ECONOMIC DEVELOPMENT - ADMIN	560000	OTHER	OTHER	-	-	
101	GENERAL FUND	11060110	COMMUNITY AND ECONOMIC DEVELOPMENT - ADMIN	570000	PROGRAMS	PROGRAMS	10,000	2,009	
101	GENERAL FUND	11060110	COMMUNITY AND ECONOMIC DEVELOPMENT - ADMIN	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	-	-	
						<b>COMMUNITY &amp; ECON DEVELOP - ADMIN Total</b>	<b>382,831</b>	<b>76,905</b>	<b>305,926</b>
101	GENERAL FUND	11060640	COMMUNITY AND ECONOMIC DEVELOPMENT - CODE	510000	SALARIES AND BENEFITS	SALARIES	337,985	67,896	
101	GENERAL FUND	11060640	COMMUNITY AND ECONOMIC DEVELOPMENT - CODE	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	6,950	1,396	
101	GENERAL FUND	11060640	COMMUNITY AND ECONOMIC DEVELOPMENT - CODE	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	-	-	
101	GENERAL FUND	11060640	COMMUNITY AND ECONOMIC DEVELOPMENT - CODE	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	158,600	31,860	
101	GENERAL FUND	11060640	COMMUNITY AND ECONOMIC DEVELOPMENT - CODE	550000	COMMODITIES	COMMODITIES	12,800	2,571	
101	GENERAL FUND	11060640	COMMUNITY AND ECONOMIC DEVELOPMENT - CODE	560000	OTHER	OTHER	-	-	
101	GENERAL FUND	11060640	COMMUNITY AND ECONOMIC DEVELOPMENT - CODE	570000	PROGRAMS	PROGRAMS	-	-	

FUND #	FUND NAME	ORG CODE	ORG DESCRIPTION	OBJECT	EXPENDITURE CATEGORY	DETAIL DESCRIPTION	JANUARY 1 - DECEMBER 31, 2011			OTHER SOURCES	
							BUDGET AMOUNT	LEVY			
101	GENERAL FUND	11060640	COMMUNITY AND ECONOMIC DEVELOPMENT - CODE	590000	CAPITAL OUTLAY	CAPITAL OUTLAY COMMUNITY & ECON DEVELOP - CODE Total	-	-	516,335	103,723	412,612
101	GENERAL FUND	11070110	RECREATION & COMMUNITY PROGRAMMING - ADMIN	510000	SALARIES AND BENEFITS	SALARIES	98,921	19,872			
101	GENERAL FUND	11070110	RECREATION & COMMUNITY PROGRAMMING - ADMIN	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	2,400	482			
101	GENERAL FUND	11070110	RECREATION & COMMUNITY PROGRAMMING - ADMIN	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	-	-			
101	GENERAL FUND	11070110	RECREATION & COMMUNITY PROGRAMMING - ADMIN	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	-	-			
101	GENERAL FUND	11070110	RECREATION & COMMUNITY PROGRAMMING - ADMIN	550000	COMMODITIES	COMMODITIES	-	-			
101	GENERAL FUND	11070110	RECREATION & COMMUNITY PROGRAMMING - ADMIN	560000	OTHER	OTHER	-	-			
101	GENERAL FUND	11070110	RECREATION & COMMUNITY PROGRAMMING - ADMIN	570000	PROGRAMS	PROGRAMS	238,050	47,821			
101	GENERAL FUND	11070110	RECREATION & COMMUNITY PROGRAMMING - ADMIN	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	-	-			
						R&C PROGRAMMING - ADMIN Total	339,371	68,175			271,196
101	GENERAL FUND	11070720	RECREATION & COMMUNITY PROGRAMMING - REDMOND	510000	SALARIES AND BENEFITS	SALARIES	193,367	38,845			
101	GENERAL FUND	11070720	RECREATION & COMMUNITY PROGRAMMING - REDMOND	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	1,500	301			
101	GENERAL FUND	11070720	RECREATION & COMMUNITY PROGRAMMING - REDMOND	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	-	-			
101	GENERAL FUND	11070720	RECREATION & COMMUNITY PROGRAMMING - REDMOND	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	85,000	17,075			
101	GENERAL FUND	11070720	RECREATION & COMMUNITY PROGRAMMING - REDMOND	550000	COMMODITIES	COMMODITIES	27,800	5,585			
101	GENERAL FUND	11070720	RECREATION & COMMUNITY PROGRAMMING - REDMOND	560000	OTHER	OTHER	-	-			
101	GENERAL FUND	11070720	RECREATION & COMMUNITY PROGRAMMING - REDMOND	570000	PROGRAMS	PROGRAMS	-	-			
101	GENERAL FUND	11070720	RECREATION & COMMUNITY PROGRAMMING - REDMOND	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	-	-			
						R&C PROGRAMMING - REDMOND Total	307,667	61,806			245,861
101	GENERAL FUND	11070740	RECREATION & COMMUNITY PROGRAMMING - SKATING	510000	SALARIES AND BENEFITS	SALARIES	831,099	166,955			
101	GENERAL FUND	11070740	RECREATION & COMMUNITY PROGRAMMING - SKATING	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	5,800	1,165			
101	GENERAL FUND	11070740	RECREATION & COMMUNITY PROGRAMMING - SKATING	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	-	-			
101	GENERAL FUND	11070740	RECREATION & COMMUNITY PROGRAMMING - SKATING	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	653,500	131,278			
101	GENERAL FUND	11070740	RECREATION & COMMUNITY PROGRAMMING - SKATING	550000	COMMODITIES	COMMODITIES	27,000	5,424			
101	GENERAL FUND	11070740	RECREATION & COMMUNITY PROGRAMMING - SKATING	560000	OTHER	OTHER	-	-			
101	GENERAL FUND	11070740	RECREATION & COMMUNITY PROGRAMMING - SKATING	570000	PROGRAMS	PROGRAMS	-	-			
101	GENERAL FUND	11070740	RECREATION & COMMUNITY PROGRAMMING - SKATING	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	47,500	9,542			
						R&C PROGRAMMING - SKATING Total	1,564,899	314,364			1,250,535
101	GENERAL FUND	11070760	RECREATION & COMMUNITY PROGRAMMING - AQUATICS	510000	SALARIES AND BENEFITS	SALARIES	111,870	22,473			
101	GENERAL FUND	11070760	RECREATION & COMMUNITY PROGRAMMING - AQUATICS	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	4,450	894			
101	GENERAL FUND	11070760	RECREATION & COMMUNITY PROGRAMMING - AQUATICS	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	-	-			
101	GENERAL FUND	11070760	RECREATION & COMMUNITY PROGRAMMING - AQUATICS	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	16,000	3,214			
101	GENERAL FUND	11070760	RECREATION & COMMUNITY PROGRAMMING - AQUATICS	550000	COMMODITIES	COMMODITIES	9,450	1,898			
101	GENERAL FUND	11070760	RECREATION & COMMUNITY PROGRAMMING - AQUATICS	560000	OTHER	OTHER	-	-			
101	GENERAL FUND	11070760	RECREATION & COMMUNITY PROGRAMMING - AQUATICS	570000	PROGRAMS	PROGRAMS	-	-			
101	GENERAL FUND	11070760	RECREATION & COMMUNITY PROGRAMMING - AQUATICS	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	4,300	864			
						R&C PROGRAMMING - AQUATICS Total	146,070	29,343			116,727
101	GENERAL FUND	11070784	RECREATION & COMMUNITY PROGRAMMING - CONCESSIONS	510000	SALARIES AND BENEFITS	SALARIES	147,740	29,679			
101	GENERAL FUND	11070784	RECREATION & COMMUNITY PROGRAMMING - CONCESSIONS	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	-	-			
101	GENERAL FUND	11070784	RECREATION & COMMUNITY PROGRAMMING - CONCESSIONS	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	-	-			
101	GENERAL FUND	11070784	RECREATION & COMMUNITY PROGRAMMING - CONCESSIONS	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	11,500	2,310			
101	GENERAL FUND	11070784	RECREATION & COMMUNITY PROGRAMMING - CONCESSIONS	550000	COMMODITIES	COMMODITIES	137,400	27,602			
101	GENERAL FUND	11070784	RECREATION & COMMUNITY PROGRAMMING - CONCESSIONS	560000	OTHER	OTHER	2,300	462			
101	GENERAL FUND	11070784	RECREATION & COMMUNITY PROGRAMMING - CONCESSIONS	570000	PROGRAMS	PROGRAMS	-	-			
101	GENERAL FUND	11070784	RECREATION & COMMUNITY PROGRAMMING - CONCESSIONS	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	-	-			
						R&C PROGRAMMING - CONCESSIONS Total	298,940	60,053			238,887
101	GENERAL FUND	11070790	RECREATION & COMMUNITY PROGRAMMING - THEATRE	510000	SALARIES AND BENEFITS	SALARIES	91,500	18,381			
101	GENERAL FUND	11070790	RECREATION & COMMUNITY PROGRAMMING - THEATRE	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	-	-			
101	GENERAL FUND	11070790	RECREATION & COMMUNITY PROGRAMMING - THEATRE	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	800	161			
101	GENERAL FUND	11070790	RECREATION & COMMUNITY PROGRAMMING - THEATRE	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	67,100	13,153			
101	GENERAL FUND	11070790	RECREATION & COMMUNITY PROGRAMMING - THEATRE	550000	COMMODITIES	COMMODITIES	40,800	8,196			
101	GENERAL FUND	11070790	RECREATION & COMMUNITY PROGRAMMING - THEATRE	560000	OTHER	OTHER	800	161			
101	GENERAL FUND	11070790	RECREATION & COMMUNITY PROGRAMMING - THEATRE	570000	PROGRAMS	PROGRAMS	-	-			
101	GENERAL FUND	11070790	RECREATION & COMMUNITY PROGRAMMING - THEATRE	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	-	-			
						R&C PROGRAMMING - THEATRE Total	201,000	40,052			160,948

FUND #	FUND NAME	ORG CODE	ORG DESCRIPTION	OBJECT	EXPENDITURE CATEGORY	DETAIL DESCRIPTION	JANUARY 1 - DECEMBER 31, 2011			OTHER SOURCES
							BUDGET AMOUNT	LEVY		
<b>POLICE PROTECTION FUN</b>										
101	GENERAL FUND	11040110	POLICE DEPARTMENT - ADMIN	510000	SALARIES AND BENEFITS	SALARIES	485,077	110,826		
101	GENERAL FUND	11040110	POLICE DEPARTMENT - ADMIN	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	15,513	3,437		
101	GENERAL FUND	11040110	POLICE DEPARTMENT - ADMIN	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	56,700	12,562		
101	GENERAL FUND	11040110	POLICE DEPARTMENT - ADMIN	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	421,575	93,404		
101	GENERAL FUND	11040110	POLICE DEPARTMENT - ADMIN	550000	COMMODITIES	COMMODITIES	90,624	20,079		
101	GENERAL FUND	11040110	POLICE DEPARTMENT - ADMIN	560000	OTHER	OTHER	648	144		
101	GENERAL FUND	11040110	POLICE DEPARTMENT - ADMIN	570000	PROGRAMS	PROGRAMS	8,441	1,870		
101	GENERAL FUND	11040110	POLICE DEPARTMENT - ADMIN	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	4,920	1,090		
						<b>POLICE DEPARTMENT - ADMIN Total</b>	<b>1,083,498</b>	<b>243,412</b>	<b>840,086</b>	
101	GENERAL FUND	11040340	POLICE DEPARTMENT - PATROL	510000	SALARIES AND BENEFITS	SALARIES	2,532,763	563,502		
101	GENERAL FUND	11040340	POLICE DEPARTMENT - PATROL	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	39,290	8,705		
101	GENERAL FUND	11040340	POLICE DEPARTMENT - PATROL	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	18,875	4,182		
101	GENERAL FUND	11040340	POLICE DEPARTMENT - PATROL	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	28,275	6,265		
101	GENERAL FUND	11040340	POLICE DEPARTMENT - PATROL	550000	COMMODITIES	COMMODITIES	41,428	9,179		
101	GENERAL FUND	11040340	POLICE DEPARTMENT - PATROL	560000	OTHER	OTHER	-	-		
101	GENERAL FUND	11040340	POLICE DEPARTMENT - PATROL	570000	PROGRAMS	PROGRAMS	101,540	22,497		
101	GENERAL FUND	11040340	POLICE DEPARTMENT - PATROL	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	-	-		
						<b>POLICE DEPARTMENT - PATROL Total</b>	<b>2,762,171</b>	<b>614,330</b>	<b>2,147,841</b>	
101	GENERAL FUND	11040360	POLICE DEPARTMENT - INVESTIGATIONS	510000	SALARIES AND BENEFITS	SALARIES	480,460	107,770		
101	GENERAL FUND	11040360	POLICE DEPARTMENT - INVESTIGATIONS	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	9,535	2,113		
101	GENERAL FUND	11040360	POLICE DEPARTMENT - INVESTIGATIONS	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	-	-		
101	GENERAL FUND	11040360	POLICE DEPARTMENT - INVESTIGATIONS	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	2,153	477		
101	GENERAL FUND	11040360	POLICE DEPARTMENT - INVESTIGATIONS	550000	COMMODITIES	COMMODITIES	8,510	1,885		
101	GENERAL FUND	11040360	POLICE DEPARTMENT - INVESTIGATIONS	560000	OTHER	OTHER	600	133		
101	GENERAL FUND	11040360	POLICE DEPARTMENT - INVESTIGATIONS	570000	PROGRAMS	PROGRAMS	22,180	4,914		
101	GENERAL FUND	11040360	POLICE DEPARTMENT - INVESTIGATIONS	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	4,920	1,090		
						<b>POLICE DEPARTMENT - INVESTIGATIONS Total</b>	<b>528,358</b>	<b>118,382</b>	<b>409,976</b>	
101	GENERAL FUND	11040380	POLICE DEPARTMENT - COMMUNICATIONS	510000	SALARIES AND BENEFITS	SALARIES	358,081	85,878		
101	GENERAL FUND	11040380	POLICE DEPARTMENT - COMMUNICATIONS	520000	TEAM DEVELOPMENT	TEAM DEVELOPMENT	-	-		
101	GENERAL FUND	11040380	POLICE DEPARTMENT - COMMUNICATIONS	530000	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	-	-		
101	GENERAL FUND	11040380	POLICE DEPARTMENT - COMMUNICATIONS	540000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	22,520	4,998		
101	GENERAL FUND	11040380	POLICE DEPARTMENT - COMMUNICATIONS	550000	COMMODITIES	COMMODITIES	-	-		
101	GENERAL FUND	11040380	POLICE DEPARTMENT - COMMUNICATIONS	560000	OTHER	OTHER	-	-		
101	GENERAL FUND	11040380	POLICE DEPARTMENT - COMMUNICATIONS	570000	PROGRAMS	PROGRAMS	-	-		
101	GENERAL FUND	11040380	POLICE DEPARTMENT - COMMUNICATIONS	590000	CAPITAL OUTLAY	CAPITAL OUTLAY	-	-		
						<b>POLICE DEPARTMENT - COMMUNICATIONS Total</b>	<b>380,601</b>	<b>90,876</b>	<b>289,725</b>	
						<b>TOTAL POLICE PROTECTION FUND</b>	<b>4,754,628</b>	<b>1,067,000</b>	<b>3,687,628</b>	
<b>TORT/LIABILITY FUND</b>										
101	GENERAL FUND	11020150	RISK MANAGEMENT	562510	OTHER	CLAIM PAYMENTS - GENERAL LIABILITY	300,000	277,000		
						<b>TOTAL TORT/LIABILITY FUND</b>	<b>300,000</b>	<b>277,000</b>	<b>23,000</b>	
101	GENERAL FUND	11020150	RISK MANAGEMENT	562550	OTHER	CLAIM PAYMENTS - WORKERS COMP	200,000	198,000		
						<b>TOTAL WORKERS COMPENSATION FUND</b>	<b>200,000</b>	<b>198,000</b>	<b>2,000</b>	
<b>ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)</b>										
101	GENERAL FUND	11010010	VILLAGE BOARD	512151	BENEFITS	IMRF CONTRIBUTION	634	366		
101	GENERAL FUND	11010030	VILLAGE CLERK	512151	BENEFITS	IMRF CONTRIBUTION	4,205	2,424		
101	GENERAL FUND	11010050	CDC COMMISSION	512151	BENEFITS	IMRF CONTRIBUTION	-	-		
101	GENERAL FUND	11010070	BOARD OF POLICE COMMISSIONERS	512151	BENEFITS	IMRF CONTRIBUTION	559	322		
101	GENERAL FUND	11020110	OFFICE OF THE VILLAGE MANAGER	512151	BENEFITS	IMRF CONTRIBUTION	28,370	16,356		
101	GENERAL FUND	11020120	LEGAL SERVICES	512151	BENEFITS	IMRF CONTRIBUTION	-	-		
101	GENERAL FUND	11020130	HUMAN RESOURCES	512151	BENEFITS	IMRF CONTRIBUTION	4,500	2,594		
101	GENERAL FUND	11020150	RISK MANAGEMENT	512151	BENEFITS	IMRF CONTRIBUTION	4,500	2,594		
101	GENERAL FUND	11020170	MARKETING	512151	BENEFITS	IMRF CONTRIBUTION	8,340	4,808		

FUND #	FUND NAME	ORG CODE	ORG DESCRIPTION	OBJECT	EXPENDITURE CATEGORY	DETAIL DESCRIPTION	JANUARY 1 - DECEMBER 31, 2011 BUDGET AMOUNT		LEVY	OTHER SOURCES
101	GENERAL FUND	11020180	INFORMATION TECHNOLOGY	512151	BENEFITS	IMRF CONTRIBUTION	-	-		
101	GENERAL FUND	11020190	EMERGENCY MANAGEMENT	512151	BENEFITS	IMRF CONTRIBUTION	6,124	3,531		
101	GENERAL FUND	11030110	FINANCE DEPARTMENT - ADMIN	512151	BENEFITS	IMRF CONTRIBUTION	35,000	20,178		
101	GENERAL FUND	11040110	POLICE DEPARTMENT - ADMIN	512151	BENEFITS	IMRF CONTRIBUTION	15,129	8,722		
101	GENERAL FUND	11040340	POLICE DEPARTMENT - PATROL	512151	BENEFITS	IMRF CONTRIBUTION	10,573	6,096		
101	GENERAL FUND	11040360	POLICE DEPARTMENT - INVESTIGATIONS	512151	BENEFITS	IMRF CONTRIBUTION	5,953	3,432		
101	GENERAL FUND	11040380	POLICE DEPARTMENT - COMMUNICATIONS	512151	BENEFITS	IMRF CONTRIBUTION	29,526	17,022		
101	GENERAL FUND	11050110	PUBLIC WORKS - ADMIN	512151	BENEFITS	IMRF CONTRIBUTION	15,705	9,054		
101	GENERAL FUND	11050420	PUBLIC WORKS - STREET OPERATIONS	512151	BENEFITS	IMRF CONTRIBUTION	30,063	17,332		
101	GENERAL FUND	11050430	PUBLIC WORKS - FORESTRY	512151	BENEFITS	IMRF CONTRIBUTION	20,617	11,886		
101	GENERAL FUND	11050440	PUBLIC WORKS - BUILDING & PROPERTY	512151	BENEFITS	IMRF CONTRIBUTION	14,221	8,199		
101	GENERAL FUND	11050490	PUBLIC WORKS - FLEET MAINTENANCE	512151	BENEFITS	IMRF CONTRIBUTION	9,629	5,551		
101	GENERAL FUND	11060110	COMMUNITY AND ECONOMIC DEVELOPMENT - ADMIN	512151	BENEFITS	IMRF CONTRIBUTION	30,093	17,349		
101	GENERAL FUND	11060640	COMMUNITY AND ECONOMIC DEVELOPMENT - CODE	512151	BENEFITS	IMRF CONTRIBUTION	30,949	17,843		
101	GENERAL FUND	11070110	RECREATION & COMMUNITY PROGRAMMING - ADMIN	512151	BENEFITS	IMRF CONTRIBUTION	8,446	4,869		
101	GENERAL FUND	11070720	RECREATION & COMMUNITY PROGRAMMING - REDMOND	512151	BENEFITS	IMRF CONTRIBUTION	4,720	2,721		
101	GENERAL FUND	11070740	RECREATION & COMMUNITY PROGRAMMING - SKATING	512151	BENEFITS	IMRF CONTRIBUTION	51,787	29,857		
101	GENERAL FUND	11070760	RECREATION & COMMUNITY PROGRAMMING - AQUATICS	512151	BENEFITS	IMRF CONTRIBUTION	3,305	1,905		
101	GENERAL FUND	11070785	RECREATION & COMMUNITY PROGRAMMING - CONCESSIONS	512151	BENEFITS	IMRF CONTRIBUTION	3,445	1,989		
<b>TOTAL IMRF FUND</b>							<b>376,393</b>	<b>217,000</b>	<b>159,393</b>	
101	GENERAL FUND	11010010	VILLAGE BOARD	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	1,265	1,170		
101	GENERAL FUND	11010030	VILLAGE CLERK	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	2,469	2,284		
101	GENERAL FUND	11010050	CDC COMMISSION	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	184	170		
101	GENERAL FUND	11010070	BOARD OF POLICE COMMISSIONERS	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	358	331		
101	GENERAL FUND	11020110	OFFICE OF THE VILLAGE MANAGER	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	17,340	16,041		
101	GENERAL FUND	11020120	LEGAL SERVICES	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	-	-		
101	GENERAL FUND	11020130	HUMAN RESOURCES	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	2,640	2,442		
101	GENERAL FUND	11020150	RISK MANAGEMENT	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	2,640	2,442		
101	GENERAL FUND	11020170	MARKETING	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	4,900	4,533		
101	GENERAL FUND	11020180	INFORMATION TECHNOLOGY	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	-	-		
101	GENERAL FUND	11020190	EMERGENCY MANAGEMENT	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	3,565	3,298		
101	GENERAL FUND	11030110	FINANCE DEPARTMENT - ADMIN	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	20,250	18,733		
101	GENERAL FUND	11040110	POLICE DEPARTMENT - ADMIN	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	8,882	8,217		
101	GENERAL FUND	11040340	POLICE DEPARTMENT - PATROL	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	8,167	7,555		
101	GENERAL FUND	11040360	POLICE DEPARTMENT - INVESTIGATIONS	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	3,495	3,233		
101	GENERAL FUND	11040380	POLICE DEPARTMENT - COMMUNICATIONS	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	17,662	16,339		
101	GENERAL FUND	11050110	PUBLIC WORKS - ADMIN	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	9,221	8,530		
101	GENERAL FUND	11050420	PUBLIC WORKS - STREET OPERATIONS	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	18,333	16,960		
101	GENERAL FUND	11050430	PUBLIC WORKS - FORESTRY	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	17,888	16,548		
101	GENERAL FUND	11050440	PUBLIC WORKS - BUILDING & PROPERTY	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	8,349	7,724		
101	GENERAL FUND	11050490	PUBLIC WORKS - FLEET MAINTENANCE	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	5,654	5,230		
101	GENERAL FUND	11060110	COMMUNITY AND ECONOMIC DEVELOPMENT - ADMIN	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	17,928	16,585		
101	GENERAL FUND	11060640	COMMUNITY AND ECONOMIC DEVELOPMENT - CODE	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	18,171	16,810		
101	GENERAL FUND	11070110	RECREATION & COMMUNITY PROGRAMMING - ADMIN	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	5,904	5,462		
101	GENERAL FUND	11070720	RECREATION & COMMUNITY PROGRAMMING - REDMOND	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	11,450	10,592		
101	GENERAL FUND	11070740	RECREATION & COMMUNITY PROGRAMMING - SKATING	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	46,756	43,254		
101	GENERAL FUND	11070760	RECREATION & COMMUNITY PROGRAMMING - AQUATICS	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	6,410	5,930		
101	GENERAL FUND	11070785	RECREATION & COMMUNITY PROGRAMMING - CONCESSIONS	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	8,010	7,410		
101	GENERAL FUND	11070790	RECREATION & COMMUNITY PROGRAMMING - THEATER	512111	BENEFITS	SOCIAL SECURITY ER CONTRIBUTIONS	5,595	5,177		
<b>TOTAL SOCIAL SECURITY FUND</b>							<b>273,486</b>	<b>253,000</b>	<b>20,486</b>	
101	GENERAL FUND	11040110	POLICE DEPARTMENT - ADMIN	512154	BENEFITS	PENSION RETIREMENT PROGRAM	73,065	25,166		
101	GENERAL FUND	11040340	POLICE DEPARTMENT - PATROL	512154	BENEFITS	PENSION RETIREMENT PROGRAM	689,970	237,645		
101	GENERAL FUND	11040360	POLICE DEPARTMENT - INVESTIGATIONS	512154	BENEFITS	PENSION RETIREMENT PROGRAM	116,685	40,189		
<b>TOTAL PENSION FUND</b>							<b>879,720</b>	<b>303,000</b>	<b>576,720</b>	

#### 2011 LEVY SUMMARY

FUND #	FUND NAME	ORG CODE	ORG DESCRIPTION	OBJECT	EXPENDITURE CATEGORY	DETAIL DESCRIPTION	JANUARY 1 - DECEMBER 31, 2011			OTHER SOURCES
							BUDGET AMOUNT	LEVY		
						Corporate Fund	10,821,241	2,173,500	8,647,741	
						Police Protection Fund	4,754,628	1,067,000	3,687,628	
						Tort/Liability Fund	300,000	277,000	23,000	
						Workers Compensation Fund	200,000	198,000	2,000	
						Illinois Municipal Retirement Fund	376,393	217,000	159,393	
						Social Security Fund	273,486	253,000	20,486	
						Police Pension Fund	879,720	303,000	576,720	
						<b>TOTAL LEVY (GENERAL &amp; SPECIAL PURPOSE FUNDS)</b>	<b>17,605,468</b>	<b>4,488,500</b>	<b>13,116,968</b>	

**Village of Bensenville**  
**2011 Tax Levy Estimates**

<b>General Tax Levies</b>	<b>2010 Extension</b>	<b>2011 Estimate</b>	<b>% Change</b>
<b>Corporate</b>	2,110,115.15	2,173,500	
<b>Police Protection</b>	1,037,025.31	1,067,000	
<b>Police Pension</b>	296,001.32	303,000	
<b>Liability Insurance</b>	270,824.19	277,000	
<b>Workers Compensation</b>	193,251.44	198,000	
<b>IMRF</b>	212,304.39	217,000	
<b>Social Security (FICA)</b>	247,008.00	253,000	
 <b>Subtotal</b>	<b><u>4,366,529.80</u></b>	<b><u>4,488,500</u></b>	<b><u>2.79%</u></b>

**Bonds**

<b>Bonds &amp; Interest</b>	537,565.61	537,566	
 <b>Subtotal</b>	<b><u>537,565.61</u></b>	<b><u>537,566</u></b>	<b><u>0.00%</u></b>
 <b>Total</b>	<b><u>4,904,095.41</u></b>	<b><u>5,026,066</u></b>	<b><u>2.49%</u></b>

**NOTES:**

The Consumer Price Index amount for 2010 used in calculating the 2011 estimate is 1.5%.

The Equalized Assessed Valuation (EAV) for DuPage County is estimated to be \$515,383,728.

In 2010 there was \$528,000 of estimated new construction added to the Village.

A resident with a market value in 2010 of \$200,000 will likely see their value drop approximately 20% to \$160,000. In 2010 they would have paid \$451 in property taxes to the Village of Bensenville. **In 2011 they will likely pay \$457 to the Village for an increased tax burden of \$6.**

The General Tax Levies are estimated at a 2.79% increase with a total increase including debt service of 2.49%

**The projected increase will NOT require a Truth in Taxation Hearing.**

**TYPE:** Ordinance      **SUBMITTED BY:** Tim Sloth      **DATE:** December 13, 2011

**DESCRIPTION:** An Ordinance abating the tax heretofore levied for the year 2011 to pay debt service on \$3,000,000 series 1998 General Obligation Bonds (alternate revenue source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION:** AFL Committee Approved Tax Levy 4-2      **DATE:** 12/6/2011

---

**BACKGROUND:** The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 1998 General Obligation Bonds (Alternate Revenue Source) bond issue.

**The Series 1998 Bonds were issued for: Wastewater Improvements.**

**KEY ISSUES:** This ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

**ALTERNATIVES:** N/A

**RECOMMENDATION:** Approve the 2011 Tax Levy Abatement Ordinance.

**BUDGET IMPACT:** Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village.

**ACTION REQUIRED:** Board action on the ordinance.

**ORDINANCE #**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR  
2011 TO PAY DEBT SERVICE ON \$3,000,000 SERIES 1998 GENERAL  
OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE  
VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS**

WHEREAS, the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 16th day of June, 1998 (the "Ordinance"), did provide for the issue of \$3,000,000 General Obligation Bonds (Alternate Revenue Source) (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2011 to pay such debt service on the Bonds be abated.

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

**SECTION ONE: ABATEMENT OF TAX.** The tax heretofore levied for the year 2011 in the Ordinance is hereby abated in its entirety.

**SECTION TWO: FILING OF ORDINANCE.** Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2011 in accordance with the provisions hereof.

**SECTION THREE: EFFECTIVE DATE.** This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

---

Frank Soto, Village President

ATTEST:

---

Corey Williamsen, Acting Village Clerk

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

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

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

Published in Pamphlet Form

**TYPE:** Ordinance **SUBMITTED BY:** Tim Sloth **DATE:** December 13, 2011

**DESCRIPTION:** An Ordinance Abating the tax heretofore levied for the year 2011 to pay debt service on \$2,925,000 Series 1998A General Obligation Bonds (Alternate Revenue Source) of the Village Of Bensenville, Counties of Cook And DuPage, Illinois.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION:** AFL Committee Approved Tax Levy 4-2      **DATE:** 12/6/2011

---

**BACKGROUND:** The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 1998A General Obligation Bonds (Alternate Revenue Source) bond issue.

**The Series 1998A Bonds were issued for: Improvements to the Water & Sewer System.**

**KEY ISSUES:** This ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

**ALTERNATIVES:** N/A

**RECOMMENDATION:** Approve the 2011 Tax Levy Abatement Ordinance.

**BUDGET IMPACT:** Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village.

**ACTION REQUIRED:** Board action on the ordinance.

**ORDINANCE #**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR  
2011 TO PAY DEBT SERVICE ON \$2,925,000 SERIES 1998A GENERAL  
OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE  
VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS**

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 1st day of December, 1998 (the "Ordinance"), did provide for the issue of \$2,925,000 General Obligation Bonds (Alternate Revenue Source) Series 1998A (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2011 to pay such debt service on the Bonds be abated.

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

**SECTION ONE: APPLICATION OF PLEDGED REVENUES.** The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

**SECTION TWO: ABATEMENT OF TAX.** The tax heretofore levied for the year 2011 in the Ordinance is hereby abated in its entirety.

**SECTION THREE: FILING OF ORDINANCE.** Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2011 in accordance with the provisions hereof.

**SECTION FOUR: EFFECTIVE DATE.** This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

---

Frank Soto, Village President

ATTEST:

---

Corey Williamsen, Acting Village Clerk

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

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

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

Published in Pamphlet Form

**TYPE:** Ordinance      **SUBMITTED BY:** Tim Sloth      **DATE:** December 13, 2011

**DESCRIPTION:** An Ordinance abating the tax heretofore levied for the year 2011 to pay debt service on \$1,000,000 Series 2001A General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook And DuPage, Illinois.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION:** AFL Committee Approved Tax Levy 4-2      **DATE:** 12/6/2011

---

**BACKGROUND:** The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2001A General Obligation Bonds (Alternate Revenue Source) bond issue.

**The Series 2001A Bonds were issued for: Improvements to the Water & Sewer System.**

**KEY ISSUES:** This ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

**ALTERNATIVES:** N/A

**RECOMMENDATION:** Approve the 2011 Tax Levy Abatement Ordinance.

**BUDGET IMPACT:** Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village.

**ACTION REQUIRED:** Board action on the ordinance.

**ORDINANCE #**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR  
2011 TO PAY DEBT SERVICE ON \$1,000,000 SERIES 2001A GENERAL  
OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE  
VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS**

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 17th day of April, 2001 (the "Ordinance"), did provide for the issue of \$1,000,000 General Obligation Bonds (Alternate Revenue Source) Series 2001A (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2011 to pay such debt service on the Bonds be abated.

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

**SECTION ONE: APPLICATION OF PLEDGED REVENUES.** The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

**SECTION TWO: ABATEMENT OF TAX.** The tax heretofore levied for the year 2011 in the Ordinance is hereby abated in its entirety.

**SECTION THREE: FILING OF ORDINANCE.** Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2011 in accordance with the provisions hereof.

**SECTION FOUR: EFFECTIVE DATE.** This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

---

Frank Soto, Village President

ATTEST:

---

Corey Williamsen, Acting Village Clerk

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

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

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

Published in Pamphlet Form

**TYPE:** Ordinance **SUBMITTED BY:** Tim Sloth **DATE:** December 13, 2011

**DESCRIPTION:** An Ordinance abating the tax heretofore levied for the year 2011 to pay debt service on \$2,870,000 Series 2001C General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION:** AFL Committee Approved Tax Levy 4-2      **DATE:** 12/6/2011

---

**BACKGROUND:** The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2001C General Obligation Bonds (Alternate Revenue Source) bond issue.

**The Series 2001C Bonds were issued for: Motor Fuel Tax Roadway Improvements.**

**KEY ISSUES:** This ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

**ALTERNATIVES:** N/A

**RECOMMENDATION:** Approve the 2011 Tax Levy Abatement Ordinance.

**BUDGET IMPACT:** Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village.

**ACTION REQUIRED:** Board action on the ordinance.

**ORDINANCE #**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR  
2011 TO PAY DEBT SERVICE ON \$2,870,000 SERIES 2001C GENERAL  
OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE  
VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS**

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 3rd day of July, 2001 (the "Ordinance"), did provide for the issue of \$2,870,000 General Obligation Bonds (Alternate Revenue Source) Series 2001C (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2011 to pay such debt service on the Bonds be abated.

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

**SECTION ONE: APPLICATION OF PLEDGED REVENUES.** The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

**SECTION TWO: ABATEMENT OF TAX.** The tax heretofore levied for the year 2011 in the Ordinance is hereby abated in its entirety.

**SECTION THREE: FILING OF ORDINANCE.** Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2011 in accordance with the provisions hereof.

**SECTION FOUR: EFFECTIVE DATE.** This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

---

Frank Soto, Village President

ATTEST:

---

Corey Williamsen, Acting Village Clerk

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

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

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

Published in Pamphlet Form

**TYPE:** Ordinance **SUBMITTED BY:** Tim Sloth **DATE:** December 13, 2011

**DESCRIPTION:** An Ordinance abating the tax heretofore levied for the year 2011 to pay debt service on \$3,000,000 Series 2002A General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION:** AFL Committee Approved Tax Levy 4-2      **DATE:** 12/6/2011

---

**BACKGROUND:** The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2002A General Obligation Bonds (Alternate Revenue Source) bond issue.

**The Series 2002A Bonds were issued for: Capital Improvements.**

**KEY ISSUES:** This ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

**ALTERNATIVES:** N/A

**RECOMMENDATION:** Approve the 2011 Tax Levy Abatement Ordinance.

**BUDGET IMPACT:** Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village.

**ACTION REQUIRED:** Board action on the ordinance.

**ORDINANCE #**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR  
2011 TO PAY DEBT SERVICE ON \$3,000,000 SERIES 2002A GENERAL  
OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE  
VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS**

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 19th day of February, 2002 (the "Ordinance"), did provide for the issue of \$3,000,000 General Obligation Bonds (Alternate Revenue Source) Series 2002A (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2011 to pay such debt service on the Bonds be abated.

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

**SECTION ONE: APPLICATION OF PLEDGED REVENUES.** The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

**SECTION TWO: ABATEMENT OF TAX.** The tax heretofore levied for the year 2011 in the Ordinance is hereby abated in its entirety.

**SECTION THREE: FILING OF ORDINANCE.** Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2011 in accordance with the provisions hereof.

**SECTION FOUR: EFFECTIVE DATE.** This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

---

Frank Soto, Village President

ATTEST:

---

Corey Williamsen, Acting Village Clerk

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

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

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

Published in Pamphlet Form

**TYPE:** Ordinance **SUBMITTED BY:** Tim Sloth **DATE:** December 13, 2011

**DESCRIPTION:** An Ordinance abating the tax heretofore levied for the year 2011 to pay debt service on \$1,365,000 Series 2002B General Obligation Bonds (Alternate Revenue Source) of the Village Of Bensenville, Counties of Cook And DuPage, Illinois.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION:** AFL Committee Approved Tax Levy 4-2      **DATE:** 12/6/2011

---

**BACKGROUND:** The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2002B General Obligation Bonds (Alternate Revenue Source) bond issue.

**The Series 2002B Bonds were issued for: TIF 4 – Legends Infrastructure.**

**KEY ISSUES:** This ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

**ALTERNATIVES:** N/A

**RECOMMENDATION:** Approve the 2011 Tax Levy Abatement Ordinance.

**BUDGET IMPACT:** Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village.

**ACTION REQUIRED:** Board action on the ordinance.

**ORDINANCE #**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR  
2011 TO PAY DEBT SERVICE ON \$1,365,000 SERIES 2002B GENERAL  
OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE  
VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS**

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 19th day of February, 2002 (the "Ordinance"), did provide for the issue of \$1,365,000 General Obligation Bonds (Alternate Revenue Source) Series 2002B (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2011 to pay such debt service on the Bonds be abated.

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

**SECTION ONE: APPLICATION OF PLEDGED REVENUES.** The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

**SECTION TWO: ABATEMENT OF TAX.** The tax heretofore levied for the year 2011 in the Ordinance is hereby abated in its entirety.

**SECTION THREE: FILING OF ORDINANCE.** Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2011 in accordance with the provisions hereof.

**SECTION FOUR: EFFECTIVE DATE.** This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

---

Frank Soto, Village President

ATTEST:

---

Corey Williamsen, Acting Village Clerk

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

---

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

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

Published in Pamphlet Form

**TYPE:** Ordinance      **SUBMITTED BY:** Tim Sloth      **DATE:** December 13, 2011

**DESCRIPTION:** An Ordinance abating the tax heretofore levied for the year 2011 to pay debt service on \$1,122,070 Series 2003A General Obligation Bonds (Alternate Revenue Source) of the Village Of Bensenville, Counties of Cook and DuPage, Illinois.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION:** AFL Committee Approved Tax Levy 4-2      **DATE:** 12/6/2011

---

**BACKGROUND:** The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2003A General Obligation Bonds (Alternate Revenue Source) bond issue.

**The Series 2003A Bonds were issued for: Capital Improvements.**

**KEY ISSUES:** This ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

**ALTERNATIVES:** N/A

**RECOMMENDATION:** Approve the 2011 Tax Levy Abatement Ordinance.

**BUDGET IMPACT:** Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village.

**ACTION REQUIRED:** Board action on the ordinance.

**ORDINANCE #**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR  
2011 TO PAY DEBT SERVICE ON \$1,122,070 SERIES 2003A GENERAL  
OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE  
VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS**

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 21st day of January, 2003 (the "Ordinance"), did provide for the issue of \$1,122,070 General Obligation Bonds (Alternate Revenue Source) Series 2003A (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2011 to pay such debt service on the Bonds be abated.

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

**SECTION ONE: APPLICATION OF PLEDGED REVENUES.** The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

**SECTION TWO: ABATEMENT OF TAX.** The tax heretofore levied for the year 2011 in the Ordinance is hereby abated in its entirety.

**SECTION THREE: FILING OF ORDINANCE.** Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2011 in accordance with the provisions hereof.

**SECTION FOUR: EFFECTIVE DATE.** This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

---

Frank Soto, Village President

ATTEST:

---

Corey Williamsen, Acting Village Clerk

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

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

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

Published in Pamphlet Form

**TYPE:** Ordinance      **SUBMITTED BY:** Tim Sloth      **DATE:** December 13, 2011

**DESCRIPTION:** An Ordinance abating the tax heretofore levied for the year 2011 to pay debt service On \$2,200,000 Series 2003G General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION:** AFL Committee Approved Tax Levy 4-2      **DATE:** 12/6/2011

---

**BACKGROUND:** The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2003G General Obligation Bonds (Alternate Revenue Source) bond issue.

**The Series 2003G Bonds were issued for: Improvements to the Water & Sewer System.**

**KEY ISSUES:** This ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

**ALTERNATIVES:** N/A

**RECOMMENDATION:** Approve the 2011 Tax Levy Abatement Ordinance.

**BUDGET IMPACT:** Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village.

**ACTION REQUIRED:** Board action on the ordinance.

**ORDINANCE #**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR  
2011 TO PAY DEBT SERVICE ON \$2,200,000 SERIES 2003G GENERAL  
OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE  
VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS**

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 21st day of October, 2003 (the "Ordinance"), did provide for the issue of \$2,200,000 General Obligation Bonds (Alternate Revenue Source) Series 2003G (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2011 to pay such debt service on the Bonds be abated.

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

**SECTION ONE: APPLICATION OF PLEDGED REVENUES.** The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

**SECTION TWO: ABATEMENT OF TAX.** The tax heretofore levied for the year 2011 in the Ordinance is hereby abated in its entirety.

**SECTION THREE: FILING OF ORDINANCE.** Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2011 in accordance with the provisions hereof.

**SECTION FOUR: EFFECTIVE DATE.** This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

---

Frank Soto, Village President

ATTEST:

---

Corey Williamsen, Acting Village Clerk

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

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

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

Published in Pamphlet Form

**TYPE:** Ordinance **SUBMITTED BY:** Tim Sloth **DATE:** December 13, 2011

**DESCRIPTION:** An Ordinance abating the tax heretofore levied for the year 2011 to pay debt service on \$4,000,000 Series 2004D General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION:** AFL Committee Approved Tax Levy 4-2      **DATE:** 12/6/2011

---

**BACKGROUND:** The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2004D General Obligation Bonds (Alternate Revenue Source) bond issue.

**The Series 2004D Bonds were issued for: Capital Improvements.**

**KEY ISSUES:** This ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

**ALTERNATIVES:** N/A

**RECOMMENDATION:** Approve the 2011 Tax Levy Abatement Ordinance.

**BUDGET IMPACT:** Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village.

**ACTION REQUIRED:** Board action on the ordinance.

**ORDINANCE #**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR  
2011 TO PAY DEBT SERVICE ON \$4,000,000 SERIES 2004D GENERAL  
OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE  
VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS**

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 16th day of August, 2004 (the "Ordinance"), did provide for the issue of \$4,000,000 General Obligation Bonds (Alternate Revenue Source) Series 2004D (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2011 to pay such debt service on the Bonds be abated.

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

**SECTION ONE: APPLICATION OF PLEDGED REVENUES.** The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

**SECTION TWO: ABATEMENT OF TAX.** The tax heretofore levied for the year 2011 in the Ordinance is hereby abated in its entirety.

**SECTION THREE: FILING OF ORDINANCE.** Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2011 in accordance with the provisions hereof.

**SECTION FOUR: EFFECTIVE DATE.** This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

---

Frank Soto, Village President

ATTEST:

---

Corey Williamsen, Acting Village Clerk

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

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

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

Published in Pamphlet Form

**TYPE:** Ordinance      **SUBMITTED BY:** Tim Sloth      **DATE:** December 13, 2011

**DESCRIPTION:** An Ordinance abating the tax heretofore levied for the year 2011 to pay debt service on \$3,500,000 Series 2004E General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION:** AFL Committee Approved Tax Levy 4-2      **DATE:** 12/6/2011

---

**BACKGROUND:** The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2004E General Obligation Bonds (Alternate Revenue Source) bond issue.

**The Series 2004E Bonds were issued for: Improvements to the Water & Sewer System.**

**KEY ISSUES:** This ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

**ALTERNATIVES:** N/A

**RECOMMENDATION:** Approve the 2011 Tax Levy Abatement Ordinance.

**BUDGET IMPACT:** Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village.

**ACTION REQUIRED:** Board action on the ordinance.

**ORDINANCE #**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR  
2011 TO PAY DEBT SERVICE ON \$3,500,000 SERIES 2004E GENERAL  
OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE  
VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS**

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 16th day of August, 2004 (the "Ordinance"), did provide for the issue of \$3,500,000 General Obligation Bonds (Alternate Revenue Source) Series 2004E (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2011 to pay such debt service on the Bonds be abated.

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

**SECTION ONE: APPLICATION OF PLEDGED REVENUES.** The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

**SECTION TWO: ABATEMENT OF TAX.** The tax heretofore levied for the year 2011 in the Ordinance is hereby abated in its entirety.

**SECTION THREE: FILING OF ORDINANCE.** Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2011 in accordance with the provisions hereof.

**SECTION FOUR: EFFECTIVE DATE.** This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

---

Frank Soto, Village President

ATTEST:

---

Corey Williamsen, Acting Village Clerk

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

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

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

Published in Pamphlet Form

**TYPE:** Ordinance      **SUBMITTED BY:** Tim Sloth      **DATE:** December 13, 2011

**DESCRIPTION:** An Ordinance Abating the tax heretofore levied for the year 2011 to pay debt service on \$7,205,000 Series 2011B General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION:** AFL Committee Approved Tax Levy 4-2      **DATE:** 12/6/2011

---

**BACKGROUND:** The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2011B General Obligation Bonds (Alternate Revenue Source) bond issue.

**The Series 1998A Bonds were issued for: SSA 3 – 8.**

**KEY ISSUES:** This ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

**ALTERNATIVES:** N/A

**RECOMMENDATION:** Approve the 2011 Tax Levy Abatement Ordinance.

**BUDGET IMPACT:** Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village.

**ACTION REQUIRED:** Board action on the ordinance.

**ORDINANCE #**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR  
2011 TO PAY DEBT SERVICE ON \$7,205,000 SERIES 2011B GENERAL  
OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE  
VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS**

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 13th day of September, 2011 (the "Ordinance"), did provide for the issue of \$7,205,000 General Obligation Bonds (Alternate Revenue Source) Series 2011B (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2011 to pay such debt service on the Bonds be abated.

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

**SECTION ONE: APPLICATION OF PLEDGED REVENUES.** The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

**SECTION TWO: ABATEMENT OF TAX.** The tax heretofore levied for the year 2011 in the Ordinance is hereby abated in its entirety.

**SECTION THREE: FILING OF ORDINANCE.** Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2011 in accordance with the provisions hereof.

**SECTION FOUR: EFFECTIVE DATE.** This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

---

Frank Soto, Village President

ATTEST:

---

Corey Williamsen, Acting Village Clerk

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

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

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

Published in Pamphlet Form

**TYPE:** Ordinance      **SUBMITTED BY:** Tim Sloth      **DATE:** December 13, 2011

**DESCRIPTION:** An Ordinance abating the tax heretofore levied for the year 2011 to pay debt service on \$1,380,000 Series 2011C General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION:** AFL Committee Approved Tax Levy 4-2      **DATE:** 12/6/2011

---

**BACKGROUND:** The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2011C General Obligation Bonds (Alternate Revenue Source) bond issue.

**The Series 2011C Bonds were issued for: Refunded Series 2001D (TIF 7 CVS).**

**KEY ISSUES:** This ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

**ALTERNATIVES:** N/A

**RECOMMENDATION:** Approve the 2011 Tax Levy Abatement Ordinance.

**BUDGET IMPACT:** Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village.

**ACTION REQUIRED:** Board action on the ordinance.

**ORDINANCE #**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR  
2011 TO PAY DEBT SERVICE ON \$1,380,000 SERIES 2011C GENERAL  
OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE  
VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS**

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 13th day of September, 2011 (the "Ordinance"), did provide for the issue of \$1,380,000 General Obligation Bonds (Alternate Revenue Source) Series 2011C (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2011 to pay such debt service on the Bonds be abated.

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

**SECTION ONE: APPLICATION OF PLEDGED REVENUES.** The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

**SECTION TWO: ABATEMENT OF TAX.** The tax heretofore levied for the year 2011 in the Ordinance is hereby abated in its entirety.

**SECTION THREE: FILING OF ORDINANCE.** Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2011 in accordance with the provisions hereof.

**SECTION FOUR: EFFECTIVE DATE.** This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

---

Frank Soto, Village President

ATTEST:

---

Corey Williamsen, Acting Village Clerk

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

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

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

Published in Pamphlet Form

**TYPE:** Ordinance      **SUBMITTED BY:** Tim Sloth      **DATE:** December 13, 2011

**DESCRIPTION:** An Ordinance abating the tax heretofore levied for the year 2011 to pay debt service on \$1,630,000 Series 2011D General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION:** AFL Committee Approved Tax Levy 4-2      **DATE:** 12/6/2011

---

**BACKGROUND:** The Village has a number of alternate revenue bonds. It is intended that these bond payments be paid from alternate revenue sources. If the designated alternate revenue source(s) does not generate sufficient dollars to cover the debt service payments on the Bonds than these amounts are automatically levied by the respective Counties. As such each year the Board needs to determine that sufficient revenues from these alternate revenue sources have or will be generated to cover these debt service payments. Once this determination is made, the Board then adopts an ordinance(s) abating the respective levy(s). Being required to levy to cover these payments versus being able to pay these payments through the alternative revenue source would have significant negative implication on the Village and any future issues it might wish to entertain. A determination has been made that the amounts that are being generated by the alternative revenue sources identified are sufficient to cover the respective debt payments and coverage requirements. Presented for consideration at this time is the abatement ordinance for the Series 2011D General Obligation Bonds (Alternate Revenue Source) bond issue.

**The Series 1998A Bonds were issued for: Refunded 2001E (TIF 11 Grand & York).**

**KEY ISSUES:** This ordinance needs to be approved and filed with both Cook and DuPage County by early March. Failure to take action would result in the levying of these amounts by the respective County and which would have significant negative implications on the Village and any future issues that might wish to entertain.

**ALTERNATIVES:** N/A

**RECOMMENDATION:** Approve the 2011 Tax Levy Abatement Ordinance.

**BUDGET IMPACT:** Certain revenue sources have been pledged to pay this debt service and as such are not available to fund operating and other costs of the village.

**ACTION REQUIRED:** Board action on the ordinance.

**ORDINANCE #**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR  
2011 TO PAY DEBT SERVICE ON \$1,630,000 SERIES 2011D GENERAL  
OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE  
VILLAGE OF BENSENVILLE, COUNTIES OF COOK AND DUPAGE, ILLINOIS**

WHEREAS, the President and the Board of Trustees (the "Board") of the Village of Bensenville, Counties of Cook and DuPage, Illinois (the "Issuer"), by ordinance adopted on the 13th day of September, 2011 (the "Ordinance"), did provide for the issue of \$1,630,000 General Obligation Bonds (Alternate Revenue Source) Series 2011D (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the Issuer will have Pledged Revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Issuer that the tax heretofore levied for the year 2011 to pay such debt service on the Bonds be abated.

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

**SECTION ONE: APPLICATION OF PLEDGED REVENUES.** The Pledged Revenues (as defined in the Ordinance) shall be applied to the payment of the debt service on the Bonds during the next succeeding bond year.

**SECTION TWO: ABATEMENT OF TAX.** The tax heretofore levied for the year 2011 in the Ordinance is hereby abated in its entirety.

**SECTION THREE: FILING OF ORDINANCE.** Forthwith upon the adoption of this ordinance, the Deputy Village Clerk shall file a certified copy hereof with the County Clerks of Cook and DuPage Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2011 in accordance with the provisions hereof.

**SECTION FOUR: EFFECTIVE DATE.** This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

---

Frank Soto, Village President

ATTEST:

---

Corey Williamsen, Acting Village Clerk

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

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

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

Published in Pamphlet Form

**TYPE:** Resolution **SUBMITTED BY:** Dan Di Santo **DATE:** December 13, 2011

**DESCRIPTION:** Pass the Resolution approving modifications to the Tuition Reimbursement Policy in the Village of Bensenville Personnel Manual.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION:** AF&L Review with VMO Budget **DATE:** 10/25/11

---

**BACKGROUND:**

The Village has a Tuition Reimbursement Policy that encourages employees to continue their education and improve their job related skills. Corresponding with an increase in employee interest, the Tuition Reimbursement Budget is increased from \$9,450 to \$15,000 in the 2012 budget. During discussion of the Village Manager's Office budget on October 25, 2011, staff advised the Board that the Village Personnel Manual would be amended to reflect current practices and higher standards for the program.

**KEY ISSUES:**

The recommended revisions to the Tuition Reimbursement Program are as follows:

- Clarifies the program is only offered to regular, full-time employees in good standing with the Village;
- Increases the grade requirement for reimbursement from a C to a B or better.
- Requires class attendance and class work to be done outside of Village work hours.
- Caps the amount of reimbursement at the cost of the Northern Illinois University equivalent of the coursework; and
- Increases the amount of time an employee must work for the Village following reimbursement from 1 year to 2 years or else they must repay the reimbursed amount to the Village.

**ALTERNATIVES:**

- Pass the Resolution.
- Discretion of the Board.

**RECOMMENDATION:**

Staff recommends that the Village Board pass the Resolution amending the Village Tuition Reimbursement Policy as written.

**BUDGET IMPACT:**

2012 Budget increases the program budget from \$9,450 to \$15,000.

**ACTION REQUIRED:**

Pass the Resolution.

**RESOLUTION NO.**

**A RESOLUTION APPROVING MODIFICATIONS TO  
THE TUITION REIMBURSEMENT POLICY  
IN THE VILLAGE OF BENSENVILLE PERSONNEL MANUAL**

**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**, pursuant to said statute, the Village is empowered to provide for the carrying out of its purposes thereunder, including rules and policies governing employment with the Village; and

**WHEREAS**, the Village has a Tuition Reimbursement Policy that encourages employees to continue their education and improve their job related skills; and

**WHEREAS**, the Village desires to expand and raise the standards of the Tuition Reimbursement Program; and

**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 1.** That the recitals set forth above are hereby incorporated herein and made a part hereof.

**SECTION 2.** That Section 5.01 “Tuition Reimbursement Policy” is hereby amended to the following (adding the underlined language and deleting the ~~stricken~~ language):

The Village encourages employees to continue their education and improve their job related skills. The Village provides a Tuition Reimbursement Program for regular full-time employees who have successfully completed their introductory/probationary period. The employee must be in good standing with the Village, meaning the employee must, at a minimum, meet performance expectations as verified by the supervisor, and have no performance or disciplinary actions pending.

All requests for attendance at seminars, schools, or enrollment in outside formal educational programs for which the employee desires financial reimbursement are subject to the approval of the Department Head and Village Manager. Village requirements for course reimbursements shall be predicated on the attainment of a grade of C or better (or Pass, in those instances where applicable). All class attendance and class work will take place during non-work hours.

Participation in the Tuition Reimbursement Program will be determined by availability of funds in the Tuition Reimbursement budget. Qualifying tuition reimbursement shall not exceed the tuition and fees charged by Northern Illinois University (NIU) for the equivalent coursework. Employees are not restricted to enroll in programs based on cost; however tuition and fees in excess of the equivalent coursework at NIU are not eligible for reimbursement by the Village.

Reimbursement for degree programs is a major investment made by the Village in the development of a particular employee. The courses must be designed to maintain or improve the skills required of the employee in his/her current job assignment or they must be necessary to meet express requirements of the Village. It follows that the employee must continue working for the Village for some period of time in order to qualify for this reimbursement. Accordingly, before such a program will be approved, the employee must sign a written agreement to reimburse the Village for 100% of the degree program costs paid by the Village on the employee's behalf for any semester (or applicable unit) if the employee leaves Village employment within onetwo (42) years of the end of the semester (or applicable unit).

**SECTION 3.** That 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 13<sup>th</sup> day of December 2011.

APPROVED:

---

Frank Soto, Village President

ATTEST:

---

Corey Williamsen, Deputy Village Clerk

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

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

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

**TYPE:** Resolution **SUBMITTED BY:** President Soto **DATE:** December 13, 2011

**DESCRIPTION:** Resolution in partnership with the City of Wood Dale authorizing a Sister Cities Partnership Agreement and the formation of a Sister Cities Committee with Cefalù, Sicily

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION:** N/A

**DATE:** N/A

---

**BACKGROUND:**

This Resolution authorizes the Village of Bensenville, in partnership with the City of Wood Dale, to enter into a Sister Cities relationship with Cefalù, Sicily in Italy. The goal of the relationship will be to advance education and foster cultural and business exchanges. These exchanges will benefit to the residents of Bensenville and will offer opportunities for business advancements.

Once approved, the Village will work through Sister Cities International to have an officially recognized Sister Cities relationship. This Resolution also creates a Sister Cities Committee for Bensenville, which would be appointed by the Village President with the advice and consent of the Board of Trustees. This Committee will be charged with establishing short and long term goals for each Sister City partner, raising funds to support programs, and also to establish a non-profit organization in accordance with Illinois law; now,

## **RESOLUTION**

### **A Resolution in partnership with the City of Wood Dale, Illinois, authorizing a Sister Cities Partnership Agreement and the formation of a Sister Cities Committee with Cefalu, Sicily.**

WHEREAS, The Village of Bensenville and the City of Wood Dale have chosen to develop Sister City Committees to advance education, cultural and business exchanges; and,

WHEREAS, these exchanges will be of benefit to the residents and businesses of Bensenville; and,

WHEREAS, the friendship and cooperation offered by the Sister Cities programs will offer opportunities for industrial, manufacturing, commercial, scientific, transportation and technical business advancements; and,

WHEREAS, the exchange of culture, education and hospitality open our community to on-going and increased understanding in the fields of science, education, arts, science, culture, economy, government, health, sports and tourism; and,

WHEREAS, the Village of Bensenville wishes to position itself as an international business hub and expand its presence in the global marketplace; and,

WHEREAS, the people of Cefalu, Sicily have expressed a desire to twin with the people of Bensenville and the people of Wood Dale in an official Sister Cities Twinning Partnership; and,

WHEREAS, the Sister Cities Committee for Bensenville will be appointed by the Village President with the advice and consent of the Board of Trustees; and,

WHEREAS, the Sister Cities Committee will be charged with establishing short and long term goals for each Sister City partner; and,

WHEREAS, the Sister Cities Committee will be tasked with the responsibility of raising funds to support programs and also to establish a non-profit organization in accordance with Illinois law; now,

THERFORE, be it resolved that the Village of Bensenville authorizes a Sister City Twinning/ Partnership Agreement with the City of Cefalu, Sicily and enshrines this agreement with the best interests of both our communities and the wishes of all citizens to build a platform for global understanding and cooperation.

Resolved , December 13, 2011

Frank J. Soto  
Village President

**TYPE:** Motion **SUBMITTED BY:** Village Manager **DATE:** December 13, 2011

**DESCRIPTION:** Direct the Village Manager to appoint a Neighborhood Stabilization Committee

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:** Supported by the CEDC

**DATE:** 12/06/11

**BACKGROUND:**

Addressing the foreclosure crisis is listed as a Top Priority in the 2011 Strategic Plan. Foreclosures and distressed home sales make up 62% of residential real estate transactions in Bensenville and residential home values have decreased between 20-30%. At the December 6, 2011 Community and Economic Development Committee meeting John Wassinger presented ideas to promote neighborhood stabilization in Bensenville in the wake of a significant number of foreclosures and distressed sales. Mr. Wassinger's presentation included several proactive measures to mitigate the impacts of foreclosures in Bensenville and combat further erosion of local property values.

At the conclusion of the presentation, the Committee directed staff to include \$100,000 in the 2012 Budget for "Neighborhood Stabilization Initiatives." In addition, the Committee directed staff to bring back an agenda item to the Village Board for the creation of a Committee to address neighborhood stabilization issues and ultimately provide a recommendation on Board action in 2012 and beyond.

**KEY ISSUES:**

The charge of the Committee will be to provide recommendations to the Village Board on how best to address the goals of the Committee given the most responsible and efficient use of available resources. Staff recommends the following two goals to serve as the guiding principles of the Neighborhood Stabilization Committee:

1. Assist Bensenville residents that need help getting through the pre-foreclosure and foreclosure process; and
2. Protect the real estate investments of Bensenville residents from the impacts of distressed real estate sales.

The makeup of the Committee should represent both the public and private sector. The private sector members should have expertise in the real estate and mortgage industry. Staff recommends that the Village Manager be directed to appoint the Committee and begin convening meetings.

The Committee goals and member makeup above address the Community and Economic Development Committee intent expressed at their December 6 meeting and will provide an expert and balanced approach to dealing with the foreclosure crisis in Bensenville.

**ALTERNATIVES:**

1. Accept the staff recommended goals and Committee member makeup
2. Modify the staff recommended goals and Committee member makeup
3. Discretion of the Committee.

**RECOMMENDATION:**

Concur with staff's recommendations and direct the Village Manager to form the Committee and begin meetings to discuss neighborhood stabilization solutions.

**BUDGET IMPACT:**

\$100,000 reserved in 2012 Budget for 'Neighborhood Stabilization Initiatives.' Specific expenditures must be approved by the Village Board following the Committee recommendation.

**ACTION REQUIRED:**

Direct the Village Manager to appoint a Neighborhood Stabilization Committee.