



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 Clerk
Susan Janowiak

Village Manager
Michael Cassady

Village of Bensenville, Illinois BOARD OF TRUSTEES MEETING AGENDA

6:30 P.M. Tuesday, December 11, 2012

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

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- V. APPROVAL OF MINUTES
December 3, 2012 Board of Trustees
- VII. WARRANT – December 11, 2012 #12/23 \$2,626,969.84
- VIII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
 1. *Ordinance Approving a Cable Television Franchise Agreement Between the Village of Bensenville and Comcast of Illinois VI, LLC*
 2. *Establishment of a Village Hall Television Studio:*
 - A. *Resolution Waiving Competitive Bidding and Executing a Retail Sales Agreement with AVI Systems of Bensenville, IL for studio equipment in the amount of \$22,784; and*
 - B. *Resolution Authorizing the Execution of Costs/Construction Invoice with Comcast Cable Communications, Inc. for the Installation of Fiber Optics in the Amount of \$12,145.11*
 3. *Resolution Authorizing the 2013 Paratransit Service Agreement with PACE Suburban Bus Division*
 4. *Resolution Authorizing the Execution of a Purchase Order and a 12-Month Contract Extension for Dial-A-Bus Transportation Services From First Transit, Inc.*
 5. *Ordinance Granting a Conditional Use Permit Amendment to Ordinance #65-2007 to Allow for the Installation of an Additional Antenna at 602 York Road, American Tower Corporation*
 6. *Ordinance Amending the Bensenville Village Code, Title 3 – Chapter 1-Business Licenses – Fee Schedules*

7. *Resolution Authorizing the Modification to the Village of Bensenville Cost Reimbursement Program for the Installation of Overhead Sewers or Backflow Prevention Devices*
8. *Resolution Adopting a Revised Meeting Schedule for the Village Board Meetings for the 2013 Calendar Year*

IX. **REPORTS OF STANDING COMMITTEES**

A. Community and Economic Development Committee – No Report

B. Infrastructure and Environment Committee

1. *Resolution Authorizing Waiving Competitive Bidding and Executing a Contract to Vermeer Midwest for the Purchase of Vermeer Chipper in the Amount of \$49,399.*

C. Administration, Finance and Legislation Committee

1. *Resolution Authorizing the Execution of a Master Power Supply Agreement with an Alternate Retail Electric Supplier for Electricity Supply and Related Services for the village of Bensenville Electric Aggregation Program*

D. Public Safety Committee – No Report

E. Recreation and Community Building Committee – No Report

F. Technology Committee – No Report

X. **REPORTS OF VILLAGE OFFICERS:**

A. PRESIDENT'S REMARKS:

Resolution Honoring the Bensenville Wood Dale Bandits Pop Warner Division 3 Regional Championships

Introduction of Bensenville's New Police Officer: Aaron Cha

Resolution Declaring Bensenville's Intent to Become a "City of Service"

B. VILLAGE MANAGER'S REPORT:

C. VILLAGE ATTORNEY'S REPORT:

Resolution Authorizing the Amendment of a Highway Authority Agreement Affecting 600 N. Route 83, Passed and Approved Under Resolution R-3-2001 to Designate a New Property Owner

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. EXECUTIVE SESSION

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

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

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

MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING

December 4, 2012

CALL TO ORDER: 1. President Soto called the meeting to order at 6:37p.m.

ROLL CALL: 2. Upon roll call by Village Clerk, Susan Janowiak, the following Board Members were present:

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

Absent: None

A quorum was present.

PUBLIC HEARING: 3. President Soto opened the second public hearing on the Village of Bensenville Electric Power Aggregation Plan of Operation and Governance at 6:38p.m.

ROLL CALL: Upon roll call by Village Clerk, Susan Janowiak, the following Board Members were present:

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

Absent: None

A quorum was present.

President Soto asked if there were any members of the audience that had any questions or comments. There were none.

Motion: Trustee O'Connell made to adjourn the public hearing. Trustee Ridder seconded the motion.

All were in favor. Motion carried.

President Soto closed the public hearing at 6:40p.m.

PUBLIC COMMENT: There was no public comment.

President Soto presented certificates to Enoc Hernandez, Jacob Horstman, Bryan Larsen, Kishan Patel, Samantha Ward, Kurt Castillo, Adam Chaidez, Adam Ghanimah, Joseph Ghanimah, Sam Nearing, Lily Martinez, Monika Nevarez, Tyler Parisi, Meet Patel, Shivani Patel for their participation and success as part of the Blackhawk Middle School Math Team.

**APPROVAL OF
MINUTES:**

4. The November 27, 2012 Village Board Meeting minutes were presented.

Motion:

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

All were in favor. Motion carried.

**WARRANT NO.
12/22:**

5. President Soto presented **Warrant No. 12/22** in the amount of \$1,131,346.96.

Motion:

Trustee Ridder made a motion to approve the warrant as presented. Trustee Bartlett seconded the motion.

**Ordinance No.
80-2012:**

6. President Soto gave the summarization of the action contemplated in **Ordinance No. 80-2012 entitled An Ordinance Amending the Bensenville Village Code to Increase the Spending Authority of Department Heads.**

Motion:

Trustee Wessler made a motion to adopt the ordinance as presented. Trustee Bartlett seconded the motion.

ROLL CALL:

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.
81-2012:**

7. President Soto gave the summarization of the action contemplated in **Ordinance No. 81-2012** entitled **An Ordinance Approving the Village of Bensenville Plan of Operation and Governance.**

Motion:

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

ROLL CALL:

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

NAYS: None

All were in favor. Motion carried.

**PRESIDENT'S
REMARKS:**

President Soto read a proclamation into the record proclaiming the month of December as Drunk Driving Awareness Month in Bensenville.

Trustee Ridder announced the Village is still accepting toys and coats for their annual Toy Drive. Additional information is available at Village Hall.

President Soto encourages all Residents to donate to the Food Pantry.

**MANAGERS
REPORT:**

Director of Community & Economic Development, Scott Viger, introduced newly hired Plan Reviewer, Dean Lawrentz to the Village Board.

**UNFINISHED
BUSINESS:**

There was no unfinished business.

NEW BUSINESS:

There was no new business.

**EXECUTIVE
SESSION:**

Village Attorney, Mary Dickson, stated there was no need for Executive Session.

Minutes of the Village Board Meeting
December 4, 2012 Page 4

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

All were in favor. Motion carried.

President Soto adjourned the meeting at 7:00 p.m.

Susan Janowiak
Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this _____ day, December, 2012

TYPE: Ordinance

SUBMITTED BY: Dan Di Santo

DATE: December 6, 2012

DESCRIPTION: Pass the Ordinance authorizing execution of the Franchise Agreement with Comcast

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 7-0)

DATE: 12/4/12

BACKGROUND: Cable television systems are able to operate by utilizing public land; therefore municipalities have the authority to license, franchise and tax the business of operating a cable system. The Village first adopted a Cable Franchise Ordinance in 1982 and our Agreement with Comcast dates to 1984. At this time the agreement is expired and requires renewal.

KEY ISSUES: The attached Franchise Agreement is the culmination of more than two years of negotiations with Comcast. At this point, we have come to terms on a document that is fair and agreeable to both sides. The term of the Agreement is 10 years from the date of execution.

The main focus of the negotiations has been the closure of the Addison Studio. At their December 4, 2012 meeting, the AF&L Committee recommended authorization of the expenditure of \$44,929.11 for costs associated with the necessary equipment and construction of a television studio in Village Hall. This was made possible by a donation of \$29,000 worth of equipment from the Addison Studio by Comcast. An agenda item for the purchase of \$22,145.11 worth of additional equipment for the studio follows this item on the agenda.

ALTERNATIVES: Discretion of the Committee.

RECOMMENDATION: Approve the Franchise Agreement. The AF&L Committee unanimously (7-0) recommended approval.

BUDGET IMPACT: The Village will continue to receive the 5% franchise fee from Comcast and we would have the ability to enact a Public, Educational, and Government (PEG) Capital Fee of up to \$0.35 per customer per month for the purchase of capital items (i.e. studio, equipment).

ACTION REQUIRED:

Pass the Ordinance.

ORDINANCE NO. ____

**AN ORDINANCE APPROVING A CABLE TELEVISION
FRANCHISE AGREEMENT BETWEEN THE VILLAGE OF
BENSENVILLE AND COMCAST OF ILLINOIS VI, LLC**

WHEREAS, the Village of Bensenville (hereinafter referred to as “Village”) is a non-home-rule Illinois municipality organized and existing under the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, it is desirable and in the best interests of the Village of Bensenville to franchise a cable television system within its corporate limits; and

WHEREAS, the Village of Bensenville has the authority to grant a franchise pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a) and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, and applicable Village Ordinances; and

WHEREAS, Comcast of Illinois VI, LLC and the Village of Bensenville have negotiated a Cable Television Franchise Agreement, attached hereto and incorporated herein by reference as Exhibit A.

THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS, DULY ASSEMBLED AT A REGULAR MEETING, AS FOLLOWS:

SECTION ONE: The foregoing recitals set forth above are true and correct and incorporated herein by reference.

SECTION TWO: The Corporate Authorities of the Village of Bensenville hereby approve the Cable Television Franchise Agreement attached hereto and incorporated herein by reference as Exhibit A.

SECTION THREE: The Village President and Village Clerk are herein authorized to execute the Cable Television Franchise Agreement.

SECTION FOUR: All Ordinances in conflict herewith are repealed to the extent of said conflict.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED this 11th day of December, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 11th day of December, 2012.

SIGNED: _____

Frank Soto, Village President

ATTEST: _____

Susan V. Janowiak, Village Clerk

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
the
VILLAGE OF BENSENVILLE, ILLINOIS
and
COMCAST OF ILLINOIS VI, LLC**

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Village of Bensenville, Illinois (hereinafter, the "Village") and Comcast of Illinois VI, LLC, (hereinafter, "Grantee") this_____ day of _____, 2012 (the "Effective Date").

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act, and by the Illinois Municipal Code and the Village Code as these codes may be amended from time to time; provided that any provisions of the Illinois Municipal Code and the Village Code which are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 *et seq.*, as the same may be amended from time to time.

"Cable Operator" means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or "Service" has the meaning set forth in 47 U.S.C. § 522(6) as provided in Sections 12-1-1. B. and 12-11-1 and means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

“Cable System” or “System,” means “cable system” as defined in 47 U.S.C. § 522(7).

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission, or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois VI, LLC.

“Gross Revenue” means Cable Service revenue received by the Grantee from the operation of the Cable System in the franchise Area to provide Cable service, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service; cable programming service regardless of Service Tier; premium and pay-per-view video fees; advertising, home shopping and other revenues and commissions that are received from promotion of Cable Services or products; administration charges related to cable services, including but not limited to service order and termination charges; installation fees and equipment rental fees; and late payment, insufficient funds check charges, and other charges assessed to recover the costs of collecting delinquent payments. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the Village’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision

resolving the case commonly known as the “Pasadena Decision,” *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, *Memorandum Opinion and Order*, 16 FCC Rcd. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

“Illinois Municipal Code” means the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, as the same may be amended from time to time.

“Initial Franchise Service Area” means that portion of the Franchise Area served by the Grantee’s Cable System as of the Effective Date of this Franchise Agreement.
“Municipal Code”

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

“Public, Educational and Governmental (PEG) Access Channel” shall mean a video Channel designated for non-commercial use by the Village, the public, and educational institutions such as public or private schools, but not “home schools,” community colleges, and universities.

“Public, Educational and Government (PEG) Access Programming” shall mean non-commercial programming produced by any Village residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. §531 and this Agreement.

“Public Way” shall mean, the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way

“Standard Installation” means those that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

“Village” means the Village of Bensenville, Illinois, or the lawful successor, transferee, designee, or assignee thereof.

“Village Code” means the *Bensenville Village Code*, as the same may be amended from time to time.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a) and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, and applicable Village Ordinances, the Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee’s Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of 47 U.S.C. §546, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power.

2.5. Reservation of Authority.

2.5.1. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.5.2. No reference herein to the “public way” shall be deemed to be a representation or guarantee of the Village that its title or interest in any property is sufficient to permit use by the Grantee for any of the foregoing purposes, and this Agreement shall be deemed to grant only such rights to use property in the Village as the Village may have the actual right and power to grant herein. Grantee has the duty and responsibility to obtain or establish the existence of an easement or dedication for its use. The Village shall have no affirmative duty to use its police or other powers to create,

provide access to, or perfect any easement or dedication or expand an existing easement or dedication for use by the Grantee.

2.6. Competitive Equity.

2.6.1. In the event the Village grants an additional Franchise to use and occupy the public right-of-way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Compliance with Village Code. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Title 12, Chapter 10 of the Village Code, entitled “Construction of Utility Facilities in Rights of Way”, as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems’ transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee’s cable and other equipment without technical degradation of the Cable System’s signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility’s exercise of authority granted under its tariff to charge consumers for the said utility’s entire cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds.

3.4. Notice to Relocate. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Franchise Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear mile and within one (1) mile of the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (*i.e.*, Standard Service).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Arts, Culture and	News & Information	Educational
Performing Arts		

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Village in conducting

inspections related to these standards upon reasonable prior written request from the Village based on a significant number of subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. Service to Public Buildings. The Village and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. Should the Village become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the Village to the Village on an annual basis. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

4.8. Customer Service Obligations. The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Title 12, Chapter 12 of the Village Code. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

SECTION 5: Oversight and Regulation by Village

5.1. Franchise Fees. Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the Village to increase the Franchise Fee above five percent (5%), the Village shall hold a public hearing and determine if the Village should collect the additional amount. Following a determination in the affirmative, the Village shall notify the Grantee of its intent to collect the increased Franchise Fee and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the Village) to effectuate any changes necessary to begin the collection of such increased Franchise Fee or notify the Grantee of its intent to not collect the increased fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the Village pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code, 65 ILCS 5/11-42-11; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators

on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. For purposes of determining whether the amount of Franchise Fees paid the Village is accurate, the Village shall have a right to audit the Grantee and collect as provided in Section 11-42-11.05 (a) through (m) of the Municipal Code, 65 ILCS 5/11-42-11.05 (a) through (m), with any underpayment or overpayment of the Franchise Fees being collected or credited as provided therein. Any such audit shall be conducted in accordance with generally applicable auditing standards.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village who have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information, subject, however, to the requirements of the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Village’s representative. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with the Grantee in opposing such request, to the extent provided for by law. Grantee shall indemnify and defend the Village from and against any claims arising from the Village’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the Village with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, or with a decision or order of a court with jurisdiction over the Village, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 USC §537 and require the Village's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the Village certificates of insurance in accordance with Section 12-10-8 of the Village Code.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising in the course of the Grantee constructing and operating its Cable System within the Village. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. PEG Capacity. The Grantee shall provide capacity for the Village's noncommercial Public, Educational and Governmental ("PEG") Access Programming through Grantee's Cable System consistent with the requirements set forth herein. The Village's PEG Access Programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time. As of the effective date of this Agreement, the Village utilizes one (1) PEG Channel. The Village may request, and Grantee shall provide, a second PEG Channel upon one hundred eighty (180) days advance written notice by the Village and sufficient proof that the current Channel is inadequate for all programming offered. "Sufficient proof" shall include a verified program log of all original, non-repeat, first-run, non-character generated, locally produced programs that are carried on the existing Channel for the prior six month period during the times of noon to midnight. In the event that eighty percent (80%) of the programming on the Channel meets the criteria of being original, non-repeat, first-run, non-character generated, locally produced programming, Grantee shall provide a second Channel. Any cost for the activation of the additional Channel shall be paid for by the Village. The Grantee may offer the Village's entire PEG access programming on its basic digital tier of service.

8.2. Village Operation and Control of PEG Channel. The Grantee does not relinquish its ownership of a Channel by designating it for PEG use. However, the PEG Channel is, and shall be, operated by the Village, and the Village may at any time allocate or reallocate the usage of the PEG Channel among and between different non-commercial uses and Users. The Village shall be responsible for the editorial control of the Video Programming on the PEG Channel except to the extent permitted in 47 U.S.C. §531(e).

8.3. Origination Point. At such time that the Village determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG Access Programming originated from Schools and/or Village facilities (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the Village determines that it wants to change or upgrade a location from which PEG Access Programming is originated; the Village will give the Grantee written notice detailing the point of origination and the capability sought by the Village. The Grantee agrees to submit a cost estimate to implement the Village's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the Village to the designated signal input point without material degradation, the PEG channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.5. PEG Capital Fee. At its sole discretion the Village may impose as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)), which the Grantee shall collect, upon one hundred and twenty (120) day's written notice from the Village to do so. The PEG Capital Fee so imposed and collected shall be used only to fund PEG access capital projects which the Village, at its sole discretion, may designate. The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the Village shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Village to make large capital expenditures, if necessary, as long as the Village spends the entire amount collected by the end of the term of this Agreement. Moreover, if the Village chooses to borrow from itself or a financial institution revenue for large PEG capital purchases or capital expenditures, the Village shall be permitted to make periodic repayments using the PEG Capital Fee. The Grantee and Village agree that the PEG Capital Fee set forth in this Section is not a "Franchise Fee" within the meaning of 47 U.S.C. § 542.

8.6. Delinquent PEG Fee Payments. For any payments owed by Grantee in accordance with Section 8.3 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.7. Comcast Access Facility Use. To the extent that Grantee operates and maintains public access studio facilities and equipment in the metropolitan Chicago area, Grantee shall make their public access studio facilities and equipment in the metropolitan Chicago area available to the Village, its residents and other local units of government in the Village on a first-come, non-discriminatory basis for the production of public access programming consistent with the Grantee's public access rules and procedures. Nothing in this Section shall be construed to require the Grantee to operate or maintain any public access studios or equipment.

8.8. Grantee Use of Unused Time. Because the Village and Grantee agree that a blank or underutilized Access Channel is not in the public interest, in the event the

Village does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation from the Village upon no less than one hundred twenty (120) days' notice. Except as otherwise provided herein, the programming of the Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

SECTION 9: Enforcement of Franchise

9.1. Applicability. This section shall apply to all enforcement proceedings against the Grantee for noncompliance with this Agreement, except the collection of deficiencies in Franchise Fee payments brought under Section 5.2.

9.2. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.3. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village's written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

9.4. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

9.4.1. Seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.4.2. In the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee.

The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection.

(ii) To the extent that the Grantee disagrees with the Village's notice of noncompliance, the Grantee may give notice of its objection and the reasons therefor and/or any proposed remedy to the noncompliance in writing to the Village. In the event the Village has not received a notice of objection from the Grantee within ninety (90) days of the Grantee's receipt of the Village's notice of noncompliance, it shall be the Grantee shall be deemed to have forfeited its right to object to the termination, and Village may proceed to terminate the Franchise.

(iii) If the Village receives a notice of objection from the Grantee within ninety (90) days of the Grantee's receipt of the Village's notice of noncompliance and does not agree with the objection and/or proposed remedy of the Grantee, it may then seek termination of the Franchise at a public hearing before the Board of Trustees of the Village ("Village Board"). At least ten (10) days prior to such public hearing, the Village shall give the Grantee a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise. At the designated hearing, the Village and the Grantee shall be given an opportunity to state their positions, present testimony and other evidence and cross-examine witnesses on the alleged noncompliance and termination of the Franchise. Upon the conclusion of the hearing of evidence, the Village Board, shall determine whether or not the Franchise shall be terminated. All proceedings of the public hearing shall be taken down by a court stenographer, the costs of which shall be divided equally between the Village and the Grantee, and a transcript hereof shall be available to each party upon that party's payment of the costs thereof. The Grantee may, at its own expense, arrange for an electronic audio/video recording of the public hearing. The decision of the Village Board shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The decision of the Village Board shall be deemed a final administrative decision and appealable in administrative review pursuant to Article III, "Administrative Review," of the Code of Civil Procedure, 735 ILCS, 5/3-101 *et seq.*, but shall not preclude the Village or the Grantee from pursuing any other remedy at law or in equity that may be available to them.

9.5. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Cable and Video Customer Protection Law enacted by the Village as 12-12-1, *et seq.*, of the Bensenville Village Code; and, pursuant to Section 3.1 of this Franchise Agreement and Sections 12-10-22 and 12-10-23 of the Bensenville Village Code, to enforce the Grantee's compliance with the Village's requirements regarding "Construction of Utility Facilities in the Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised

from time to time and as often and in such order as may be deemed expedient by the Village.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Noncompliance or default shall be corrected within a reasonable amount of time after the force majeure event has ceased.

10.2. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) by hand delivery, (ii) by a reputable overnight courier, or (iii) by first-class mail, certified or registered, return receipt requested, and deposited in the U.S. Mail, postage prepaid, as follows:

To the Village:

ATTN: Village Manager
Village of Bensenville, Illinois
12 South Center Street
Bensenville, Illinois 60106

To the Grantee:

ATTN: Director of Government Affairs
Comcast
155 W. Industrial Drive
Elmhurst, Illinois 60126

Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, ordinances, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the specific provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the Eighteenth Judicial Circuit, Wheaton, DuPage County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the Village, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Franchise Agreement in the name of the Grantee

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

Village of Bensenville, Illinois:

Comcast of Illinois VI, LLC:

By: _____

By: _____

Village President

Its _____

Attest: _____

Witness: _____

Village Clerk

Its _____

TYPE: Resolution

SUBMITTED BY: Dan Di Santo

DATE: December 6, 2012

DESCRIPTION: Establishment of a Village Hall Television Studio:

- A. Resolution Waiving Competitive Bidding and Executing a Retail Sales Agreement with AVI Systems of Bensenville, IL for studio equipment in the amount of \$22,784; and
- B. Resolution Authorizing the Execution of Costs/Construction Invoice with Comcast Cable Communications, Inc. for the installation of fiber optics in the amount of \$12,145.11

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 7-0)

DATE: 12/4/12

BACKGROUND: Effective November 27, 2012, Comcast's Addison Television Studio was closed. At the same time the Village was negotiating its franchise agreement with Comcast for the provision of cable services. To assist the Village given the closure of the Addison Studio, Comcast provided the attached letter donating \$29,000 worth of equipment from the Addison Studio for Village use toward creation of a studio of our own.

KEY ISSUES: By leveraging Comcast's donation we have the unique opportunity to establish our own television studio at a major cost savings. Our own studio would allow the Village to offer an abundance of additional programming options, broadcast Board meetings live on television, make tapings more convenient, and offer significantly better communication and marketing to our residents and stakeholders. Staff has determined the ideal location for the studio is in the Village Hall basement storage area connected to the current Cable Coordination offices.

The approximate costs for establishing our own studio are as follows:

Equipment (see attached schedule) <i>Includes Comcast Donation</i>	\$22,784.00
Fiber Connection (for 24/7 broadcasting)	\$12,145.11
Construction Estimate	\$10,000.00
TOTAL	\$44,929.11

Staff recommends waiving competitive bidding and contracting with AVI Systems for the \$22,784 worth of studio equipment. AVI is a local Bensenville company that handles the operation and maintenance of our existing AV systems in Village Hall. They have unique expertise in the educational, production and government sector. Being local, AVI has the ability to provide us with substantial costs savings versus their out-of-state competitors and more importantly they also provide immediate repair needs when called. Additional information is provided in the attached memorandum from Cable Coordinator Anthony Sumner.

As for the fiber connection, the Village must contract with Comcast to connect to their distribution site. Out of consideration for price, Comcast has lowered their cost from \$16,701.81 to \$12,145.11.

Finally, Village staff would be used for the ultimate construction of the studio, with materials estimated to cost under \$10,000.

ALTERNATIVES: Discretion of the Board.

RECOMMENDATION: Approve the expenditures.

BUDGET IMPACT: Total Expenditure for Studio Construction: \$44,929.11 (\$63,000 was budgeted in the 2013 CIP). Staff has reserved \$15,000 in the Cable Budget and \$7,784 in the Marketing Budget to pay for the studio equipment this budget year. Therefore only \$22,145.11 of CIP funds would be needed in 2013 for the fiber connection and studio construction, resulting in a \$40,854.89 savings.

ACTION REQUIRED:

Pass the Resolutions.



November 28, 2012

Michael Cassady
Village Manager
Village of Bensenville
12 South Center Street
Bensenville, Illinois 60106

RE: Bensenville Community Programming

Dear Mr. Cassady:

Comcast has recently conducted a review of our facilities and, upon completion, has decided to close our access studio located at 5N301 Medinah Road in Addison, Illinois ("Addison Studio") effective December 1, 2012. As you may know, the Village of Bensenville ("Village") currently utilizes the Addison Studio for purposes of taping Village access programming – with playback of said programming conducted at our access studio located at 688 Industrial Drive in Elmhurst, Illinois ("Elmhurst Studio"). During recent negotiations for a new Cable Television Franchise Agreement ("Franchise"), Assistant Village Manager Dan DiSanto and Director of Cable Television Anthony Sumnor have expressed the intent of the Village to take over control of the production and playback of the Village's access programming from a location at a Village controlled facility. As such, the closing of the Addison studio facility has the potential to impact - at least in the short term – the Village's local programming activities. Comcast understands and appreciates the decision to close the Addison Studio may directly affect the Village. As a community-focused company, Comcast is supportive of the Village's efforts to take total control of its programming efforts, and we are eager to work with you during this time of transition.

Although occurring at the same time as the franchise renewal negotiations, I am sure your staff has briefed you on the separate conversations regarding the assistance Comcast is willing to provide the Village of Bensenville during the transition of its community programming activities to Village-controlled facilities. Specifically in that regard, I am pleased on behalf of Comcast to formally notify you of Comcast's intent to donate equipment from the Addison Studio to the Village to assist in advancing the Village's goal of establishing its own television studio at Village Hall (12 South Center Street) or an alternate location within the Bensenville corporate limits ("Bensenville Studio"). The specific equipment items included in that donation are listed on the attachment to this letter. As to the timing of the donation, we anticipate it will take place during the first quarter of 2013; with the precise timing being primarily contingent on the Village's progress in the establishment of its studio, and to a lesser extent the logistics involved in scheduling the Village's pick-up of the equipment.

Additionally, Comcast recognizes that with the closure of the Addison facility, the Village will temporarily need a studio location at which to continue the taping and playback of its locally programming production – including in particular “Spotlight on Bensenville.” To that end, and as your staff is aware, Comcast also operates an access studio on Industrial Drive in Elmhurst. In fact, that is the location from which video programming the Village produced at the Addison facility has been replayed to cable subscribers in the Village of Bensenville. More to the point however, subject to availability, sufficient time at that studio will be scheduled to meet the access programming needs of the Village and its residents while the Village is preparing its own studio facility and playback system. Given his experience working with Comcast production team members, I am sure Mr. Sumner is aware of the rules and procedures applicable to scheduling studio time and the use of Comcast access studio facilities. For the Elmhurst facility, he should contact Comcast production team member(s) Lee Denham and/or Amy Hansen at 630-600-6121 at least thirty (30) days prior to any date on which the Village might want to utilize the Elmhurst facility.

We believe it is imperative to work cooperatively with our partners in the community. Comcast appreciates our past partnership and our commitment to a long and mutually beneficial relationship with the Village of Bensenville. If you have any questions, please do not hesitate to contact me at 847-789-0943 or Tony Signorella at 847-789-0501; or you may visit www.accesschannel.com for further studio information.

Sincerely,

A handwritten signature in black ink that reads "Daniel T. Maloney". The signature is written in a cursive, flowing style.

Daniel T. Maloney
Director of Government Affairs

cc: Rebecca Cianci, Senior Director, Broadcast Operations and Engineering

Attachment

Bensenville - Equipment Donation 11-23-12

Facility	Location	Make	Model	Serial Number	Description	Notes	Cost
Addison	Control Room	Mackie	1604-VLZPro	(21)BW71919	Audio Mixer		\$800.00
Addison	Control Room	Sony	CCU-M5	13157	CCU		\$1,250.00
Addison	Control Room	Sony	CCU-M5	16809	CCU		\$1,250.00
Addison	Control Room	Sony	CCU-M5	17546	CCU		\$1,250.00
Addison	Control Room	Sony	PVM-1340	2007834	Monitor		\$100.00
Addison	Studio	Berkey Colortran	Broad	6 each	Broad Light	4 Each (\$200)	\$800.00
Addison	Studio	Canare	8R50D	8R164FD	Audio Snake Reel		\$250.00
Addison	Studio	Canon	VCL-713BX	10545	Lens		\$680.00
Addison	Studio	Canon	VCL-713BX	34762	Lens		\$680.00
Addison	Studio	Canon	VCL-713BX	37584	Lens		\$680.00
Addison	Studio	Cartoni	C10	C93425	Tripod	w/ Dolly	\$550.00
Addison	Studio	Cartoni	C10	C93429	Tripod	w/ Dolly	\$550.00
Addison	Studio	Fresnel	Small	17 each	Small Fresnel	4 Each(\$350)	\$1,400.00
Addison	Studio	Sachtler	Video 14 II	145441	Tripod	w/ Dolly	\$550.00
Addison	Studio	Sony	CA-325	12918	Camera Adapter		\$350.00
Addison	Studio	Sony	CA-325	14254	Camera Adapter		\$350.00
Addison	Studio	Sony	CA-327	14288	Camera Adapter		\$350.00
Addison	Studio	Sony	DXC-325	11140	Camera		\$2,000.00
Addison	Studio	Sony	DXC-325	13420	Camera		\$2,000.00
Addison	Studio	Sony	DXC-325	15183	Camera		\$2,000.00
Addison	Studio	Sony	DXF-40A	0010286	Viewfinder		\$450.00
Addison	Studio	Sony	DXF-40A	0010295	Viewfinder		\$450.00
Addison	Studio	Sony	DXF-40A	0010296	Viewfinder		\$450.00
Addison	Studio	Sony	PVM-1900	20X694	Monitor	3 rd digit of SN scratched out	\$150.00
Addison	Studio	Sony	DSR-80	12516	DVCam Deck		\$8,500.00
Addison	Studio	N/A	Cyclorama	N/A	Studio Cyc - Green		\$200.00
Addison	Studio	N/A	Cyclorama	N/A	Studio Cyc - Blue		\$200.00
Addison	Studio	N/A	Cyc Rail	N/A	Studio Cyc Rail System		\$500.00
Addison	Studio	Sony	ECM-30	29275	Lavalier Microphone		\$50.00
Addison	Studio	Sony	ECM-30	29124	Lavalier Microphone		\$50.00
Addison	Studio	Sony	ECM-30	19118	Lavalier Microphone		\$50.00
Addison	Studio	Sony	ECM-30	29121	Lavalier Microphone		\$50.00
Addison	Control Room	N/A	XLR Cables	N/A	Audio Cables	6 each (\$10)	\$60.00
TOTAL							\$ 29,000.00

Bensenville Memo

Date: December 6, 2012
To: Dan DiSanto
From: Anthony G. Sumner
RE: Single/Sole Source Justification and Waiver of Competitive Bidding

AVI MIDWEST

Single/Sole Source Justification and Waiver of Competitive Bidding

In early 2012 Roscor Corp., the Midwest's largest AV integration, engineering and equipment facilities went bankrupt. We utilized this Mount Prospect Company for our edit suite and Nexus Video server services. The closest competitor was ProVideo Systems in Ohio.

For the last several years, Local business, AVI Systems, has handled our installation, integration and servicing of visual communications technologies in the board room and administrative conference rooms.

After the closure of Roscor, 33 former Roscor experts were hired at AVI systems to expand their professional solutions for broadcasters in the corporate, educational, production and government sector. This filled a huge gap for us in maintaining continuity between the broadcast technologies downstairs and the AV systems upstairs.

AVI Systems location in Bensenville provides a substantial savings in integration services versus using an out-of state vendor like ProVideo and more importantly, allows VOB to receive immediate single source service/repair on interconnected AV systems throughout the Village Hall. It is with this mind that we chose AVI Systems as the vendor for our TriCaster broadcast studio integration.

CABLE DEPARTMENT IN HOUSE PRODUCTION STUDIO

COMBINATION OF COMCAST DONATED EQUIPMENT, SPECIAL VENDOR PAYMENT TERMS AND ALTERNATE TRICASTER STUDIO SOLUTION ACHIEVES 37% COST SAVINGS TO IN-HOUSE PRODUCTION STUDIO SOLUTION.

Initial Quote

\$40,639.00

Areas of Negotiation

Cost	Description
\$9,450.00	Cameras / Tripods
\$12,506.00	Tricaster 300 Studio Equip.
\$8,275.00	Engineering / CAD
\$2,659.00	1 year SUPPORT
\$567.00	LAV Mics
\$2,765.00	Studio Lighting

Revised Quote

\$22,784.00

Line Item Savings

Cost	Description
\$0.00	Cameras / Tripods - DONATION
\$8,501.00	Tricaster 40 Studio Equip.
\$5695.00	Engineering/CAD Reduced through payment option
\$1,671.00	1yr SUPPORT Vendor Reduction
\$0.00	LAV Mics - Comcast Donation
\$0.00	Studio Lightis - Comcast Donation

Cost	Total Savings
\$29,000.00	Equip.- Comcast DONATION (breakdown on next page)
\$7,573.00	Vendor Incentives (AVI Midwest)
\$36,573.00	TOTAL SAVINGS

With an eminent closure of the Comcast Studio in Addison coming this December 2012, the need for a new production studio for Bensenville Cable TV has become more urgent. Looking forward to the future addition of a 24 hour Comcast channel and live Board meetings, the logical option is to set-up a small studio at Village Hall.

Through Franchise negotiations with Comcast we have been afforded the opportunity to receive some free & compatible equipment to use in our own studio and edit suite. With those donations and vendor incentives, the studio install and edit suite upgrade would see a **\$36,573.00** savings versus what it would cost without the agreements.

The total AVI cost would be approx. **\$22,784.00**

CABLE DEPARTMENT IN HOUSE PRODUCTION STUDIO BREAKDOWN OF EQUIPMENT DONATIONS

COMCAST EQUIPMENT DONATION 11-23-12

<u>Facility</u>	<u>Location</u>	<u>Make</u>	<u>Model</u>	<u>Serial Number</u>	<u>Description</u>	<u>Notes</u>	<u>Cost</u>
Addison	Control Room	Mackie	1604-VLZPro	(21)BW71919	Audio Mixer		\$800.00
Addison	Control Room	Sony	CCU-M5	13157	CCU		\$1,250.00
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Addison	Studio	Sony	DXC-325	11140	Camera		\$2,000.00
Addison	Studio	Sony	DXC-325	13420	Camera		\$2,000.00
Addison	Studio	Sony	DXC-325	15183	Camera		\$2,000.00
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Addison	Studio	Sony	DSR-80	12516	DVCam Deck		\$8,500.00
Addison	Studio	N/A	Cyclorama	N/A	Studio Cyc - Green		\$200.00
Addison	Studio	N/A	Cyclorama	N/A	Studio Cyc - Blue		\$200.00
Addison	Studio	N/A	Cyc Rail	N/A	Studio Cyc Rail System		\$500.00
Addison	Studio	Sony	ECM-30	29275	Lavalier Microphone		\$50.00
Addison	Studio	Sony	ECM-30	29124	Lavalier Microphone		\$50.00
Addison	Studio	Sony	ECM-30	19118	Lavalier Microphone		\$50.00
Addison	Studio	Sony	ECM-30	29121	Lavalier Microphone		\$50.00
Addison	Control Room	N/A	XLR Cables	N/A	Audio Cables	6 each (\$10)	\$60.00

TOTAL

\$ 29,000.00



621 Busse Road
Bensenville, IL 60106
Phone: (630) 477-2300
Fax: (630) 477-2301

Retail Sales Agreement

Proposal Number: 12-209-000641.1

Bill To		Ship To	Project Location
Attn: Anthony Sumner Village Of Bensenville Village Of Bensenville 12 South Center Street Bensenville, IL 60106 Phone: (630) 350-3423 Email: asumner@bensenville.il.us Customer Number: 2600		Attn: Anthony Sumner Village Of Bensenville 12 South Center Street Bensenville, IL 60106 Phone: (630) 350-3423 Email: asumner@bensenville.il.us	Attn: Anthony Sumner Village Of Bensenville 12 South Center Street Bensenville, IL 60106 Phone: (630) 350-3423 Email: asumner@bensenville.il.us
Date: October 29, 2012	OE#:	Sales Rep: Chuck Rayman - 209	
Customer PO#:	Terms: Net 30	Ship Via: Ground	Freight Terms: Prepaid and Add
Project #:	Project Manager:	Eng Approved By:	
Support Agreement Start Date:		Support Agreement End Date:	TSM Approval:
Comments:			

Products and Services Summary

Equipment Contract	\$18,183.00	- \$15,418.00 revised
Integration Contract	\$5,695.00	
Pro Support Contract	\$1,671.00	
Freight	See Terms	
Tax	See Terms	
Grand Total	\$25,549.00	- \$22,784 revised

The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within Net 30 days of each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full. All returned equipment is subject to a restocking charge.

Invoicing

AVI uses progress billing, and invoices for equipment allocated to the contract when it is received by AVI. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in detail (including applicable sales taxes due for each category of invoiced items) on a monthly basis, with payment in full required within Net 30 days of the date of the invoice. Customer is to make payments to the following "Remit to" address:

AVI Systems
NW8393 PO Box 1450
Minneapolis, MN 55485-8393.

Full payment is due before any support coverage or prepaid block begins. Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

Taxes and Delivery

Unless stated otherwise in the "Products and Services Summary" above, AVI will include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law in which the product(s) and/or service(s) are provided. Customer should provide applicable tax exempt certificate for state exemption(s), otherwise AVI shall invoice for and collect all applicable taxes in accordance with state(s) law.

Agreement of Quotation and Contract Formation

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions which are attached form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions are referred to collectively as the "Agreement"). Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

Products and Services Detail

Production Switcher and Access.

<u>Line #</u>	<u>Model #</u>	<u>Type</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Discounted</u>	<u>Extended</u>
1	FG-000269-R001	Equ	NEWTEK	TC40 TriCaster™ 40	1	\$4,995.00	\$4,995.00
2	FG-000271-R001	Equ	NEWTEK	TC40CS TriCaster™ 40CS Control Surface	1	\$1,995.00	\$1,995.00
3	LiveText2F	Equ	NewTek	LiveText™ 2 w/ DataLink 3 Technology	1	\$995.00	\$995.00
4	VX2453mh-LED	Equ	Viewsonic	24" WS LED 1920X1080 Display	2	\$258.00	\$516.00
Production Switcher and Access. Subtotal							\$8,501.00

Misc. Equipment and Access.

<u>Line #</u>	<u>Model #</u>	<u>Type</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Discounted</u>	<u>Extended</u>
5	"Ki Pro, 250GB"	Equ	AJA	Portable Digital File Recorder, with Apple ProRes 422	1	\$3,525.00	\$3,525.00
6	YA-XLRPXL RJ50	Equ	BTX	Mic cable, XLR (m-f) 50' Mogami/Neutrik	3	\$39.00	\$117.00
7	HCK	Equ	DAYFLO	Hybrid Chromakey Kit	1	\$2,765.00	\$2,765.00
Misc. Equipment and Access. Subtotal							\$6,407.00

→ remove donated

Implementation Services

<u>Line #</u>	<u>Model #</u>	<u>Type</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Discounted</u>	<u>Extended</u>
8	AVIONSITE	Int	AVI TECH SERV	Engineering, CAD, Project Management, Onsite Installation, System Checkout and Proof of Performance.	1	\$5,695.00	\$5,695.00
9	OTHER	Equ	AVI ATTACH E	Project Allowance	1	\$775.00	\$775.00
10	TRAINING	Equ	NEWTEK	NewTek Operational Training	1	\$2,500.00	\$2,500.00
Implementation Services Subtotal							\$8,970.00

Pro Support Agreement

<u>Line #</u>	<u>Model #</u>	<u>Type</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Discounted</u>	<u>Extended</u>
11	AVISSA1YR	Pro	AVI PRO SUPPORT	1 Year System Support Agreement. Includes: - 2 On-site recertifications - Unlimited operator training - Priority support by phone or on-site - Repair or replacement of faulty equipment - Materials and repair parts - Software updates - Loaner equipment - Recycling disposal of equipment - Shipping to/from manufacturer - Asset tracking of system	1	\$1,671.00	\$1,671.00
Pro Support Agreement Subtotal							\$1,671.00

Products and Services Total

\$25,549.00

Revised:

\$22,784.00

**The Multi-Camera Production and Streaming Tool
you've been saving for—at a price
that shortens the wait**



TriCaster™ 40

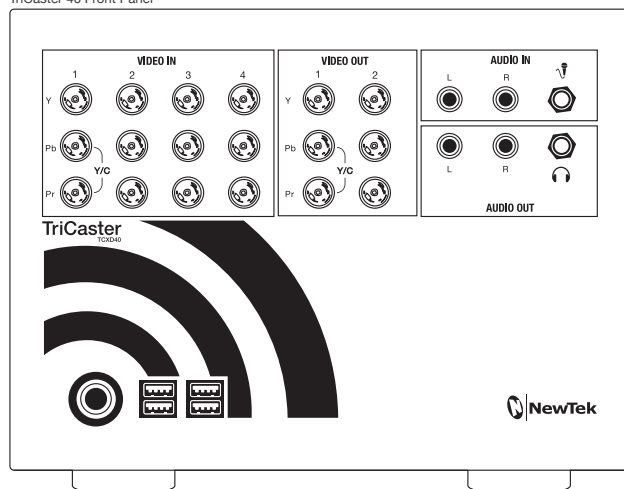
Finding a way to produce high-quality video programming can be a challenge when you're on a tight budget. But now, there's an easy way to avoid the pitfalls of discount equipment that doesn't measure up, pieced-together set-ups with hidden costs, and complicated controls that require a master technician.

TriCaster 40 is an all-in-one live production and streaming system that lets you publish live media, reaching more viewers—in more places—affordably. It's the answer you've been looking for to solve your switching, streaming and recording demands—in one compact system. Right out of the box, push the boundaries with bigger-looking, network-quality live productions—every time.

Specially priced options are available for education.

Multi Standard pricing and availability may vary. Please contact your local reseller for details.

TriCaster 40 Front Panel



At a glance:

- High Performance at a Low Price**
 You can now create and publish stunning shows in HD, and stream live at the same time—even on a tight budget
- Quick to Set Up. Easy to Use**
 Set up your entire real-time production easily, in minutes; plug in, add cameras and start creating
- Cart-and-Carry Portability**
 Gain a huge advantage with full mobile capability in a small package—from room-to-room, to studio and on the road again—get there first, faster
- Bigger and Better-Looking Shows**
 Don't compromise your brand for low-quality productions; shows look polished and professional every time with four live camera inputs, computer sources, built-in effects, transitions, virtual sets, internal clip player, titles and graphics

Professional-grade live production doesn't have to cost a fortune. Keeping up with the demands of viewers, and streaming live wherever your audience watches—are now easy to do, and affordable for smaller budgets, too.



TriCaster™ 40 Tech Specs

Switcher Channels	14 – 6 external, 4 internal, 4 virtual inputs
Video Input	4 simultaneous live video sources, in any combination of HD Component, SD Component, Y/C or Composite and supported resolutions - Each input includes integrated frame synchronizer - Independent keying, cropping and Proc Amp controls per input - BNC connectivity
Network Sources	2 simultaneous live sources via Gigabit connection, selectable from any networked computer or Apple® AirPlay® device - Independent keying, cropping and Proc Amp controls per input
Media	3 integrated digital media sources for video and graphics: DDR and GFX x 2 - Independent keying, cropping and Proc Amp controls per media source
Virtual Inputs	4 independent, mix/effect-style channels supporting multi-source compositions, virtual sets, double-box effects and more - 3 configurable sources per channel, each with independent positioning, scaling and cropping, including upstream keyer with DVE and transition controls
Downstream Key	2 downstream keyers, each with independent DVE, transition controls, positioning and scaling
Video Layers	Up to 5 layers on-screen simultaneously
Virtual Sets	24 HD live virtual sets, with multiple camera angles, real-time reflections, specular highlights, animated zoom and presets
Video Output	A/V output signal through up to 5 output connections - 2 x Analog BNC configurable for Component or Y/C + Composite (Program and SD-only AUX) - Network output for live streaming
Recording	Native recording in resolutions up to 1080i Encoded as QuickTime® or Web-quality H.264
Recording Capacity	Accommodates ~ 20 hours 1080i or ~ 120 hours 480i via internal drive in QuickTime format - Capacity expandable using external media drives
Live Streaming	HD live streaming via Adobe® Flash® or Microsoft® Windows Media® Push/Pull
Audio Inputs	1/4" Mono (Mic) RCA x 2 Stereo L/R (Line)
Audio Outputs	RCA x 2 Stereo L/R 1/4" Stereo (phones)
Audio Mixing	Integrated multi-channel audio mixer for internal and external audio sources, output, stream and headphones
Supported Formats	NTSC: 1080i, 720p, 480i (16:9), 480i (4:3) Multi-Standard: NTSC-J; PAL 1080i, 720p, 576i (16:9), 576i (4:3)
Playback Media Formats	AVI, DV, DVCPro, DVCProHD, FLV, F4V, H.263, H.264, MOV, MKV, MJPEG, MPEG (1, 2, all profiles, program or transport streams), MP4, WMV, WebM, PSD, PNG, TGA, BMP, JPEG, EXR, RAW, TIF, AIFF, MP3, WAV, and more, with Import Media application for batch import with optional transcoding of files (including Apple ProRes)
Processing	Video: 4:4:4:4, 32-bit Floating Point Audio: 2 channels, 96 kHz, 32-bit Floating Point
System Physical	10.4 x 8.5 x 17.5 in (26.4 x 21.6 x 44.5 cm) 19 lbs (8.6 kg)

Subject to change without notice. For complete product description, features and technical specifications, please visit newtek.com

Services to be Provided

Integration Services Scope of Work	
AVI Systems will provide the following: <ul style="list-style-type: none">- Provide and install a NewTek Tricaster 40 switcher w/ control panel.- Provide and install two (2) Viewsonic 24" displays.- Provide and install an AJA KiPro recorder.- Provide and install a ChromaPop studio with background support system.- Provide portable lighting system.- Provide system checkout and training.	
Integration Services Responsibilities	
Integration Scope of Work/Responsibilities <p>AVI Systems, Inc will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.</p>	
AVI Systems, Inc Responsibilities <ul style="list-style-type: none">• Provide equipment, materials and service items per the contract products and services detail.• Provide systems equipment integration and supervisory responsibility of the equipment integration.• Provide systems configuration, checkout and testing.• Provide project timeline schedules.• Provide necessary information, as requested, to the owner or other parties involved with this project to insure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.• Provide manufacturer supplied equipment documentation.• Provide final documentation and "as built" system drawings (CAD).• Provide system training following integration to the designated project leader or team.	
Customer Responsibilities <ul style="list-style-type: none">• Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate.• Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.• Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.• Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.• Provide reasonable accesses of AVI Systems, Inc personnel to the facilities during periods of integration, testing and training, including off hours and weekends.• Provide a secure area to house all integration materials and equipment.• Provide a project leader who will be available for consultation and meetings.• Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).	
System Support Services To Be Provided	
System Recertification <ul style="list-style-type: none">• Provides services to perform two on-site scheduled recertification sessions per year using AVI Systems, Inc "System Re-Certification Checklist and Record". Tentative date of 1st visit:_____ Tentative date of 2nd visit:_____	
Training <ul style="list-style-type: none">• Provides unlimited on-site operator training to assure any new and/or existing system users understand the system functionality.	
Asset Tracking <ul style="list-style-type: none">• Provides informational management of the system's individual electronic components• Provides reporting of description, model, serial numbers, in-service dates, anticipated end-of-life dates and physical location	
Watchdog Remote Monitoring (for systems capable of providing such notice.) <ul style="list-style-type: none">• Provides internet based monitoring of the systems 7x24x365• Provides email alerts of system components, warnings and/or failures• Available only on the AMX or Crestron Control Systems that connected to an ethernet network with ability to access the Internet. SMTP protocol messages cannot be blocked by the Customer network. Individual devices to be monitored (projectors, switchers, etc.) must be controlled via 2-way RS-232, RS-422, RS485, or IP, and remote connectivity must be certified by AVI prior to initiation of service.	
Systems Support	

- Provides Priority Support by phone (within 2 business hour response time on 5x9 basis)
- Provides Priority Support onsite (within 8 business hour response time on a 5x9 basis, Mon – Fri / 8am – 5pm local time) to perform troubleshooting to localize and diagnose faults where the onsite location is within 60 miles of an AVI Service Center
- Provides repair or replacement of faulty equipment (excluding Obsolete Equipment)
- Provides materials and repair parts (excluding Consumables)
- Provides Software Updates
- Provides Loaner Equipment including table top projectors and flat screen monitors under 50".
- Provides for recycling of equipment covered in a system or consumables with no additional fees
- Includes coverage for shipping to/from manufacturer for equipment sent to for warranty diagnosis, repair or exchange

System Support Definitions

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables and Obsolete Equipment.

Priority Support – Means all work under AVI support agreements with Customers is scheduled ahead of any other on-demand work and will be provided within 2 hour or 8 hour response times as indicated within the Agreement.

Recertification – Means AVI personnel performing the necessary cleaning, adjustments, functional tests, and replacement of parts to keep the equipment in good and efficient operating condition. Any repairs or operating instructions will be done at this time.

Remote Diagnostics – Means a service whereby remote calls made to communications and terminal equipment via Customer provided analog line or IP connection to determine network and/or board-level failures and remedies. Only available where equipment is capable and configured by AVI to provide same.

Consumables – Means parts such as recording media, batteries, projection lamps and diskettes. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Loaner Equipment – Defined as table top LCD projectors and flat screen monitors under 50". Table top projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

Software Updates – Defined as revisions of existing software which provide maintenance to correct software errors and are provided at no charge by the manufacturer. Software and features which require additional licensing are not included under this Agreement.

System Support Terms

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of the AVI Support Agreement invoicing date. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. AVI reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where AVI is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an AVI technician or other person authorized by AVI, without AVI prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if AVI determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to AVI Systems General Terms and Conditions of Sale.

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with a signed Retail Sales Agreement constitute a binding contract (the "Agreement") between AVI Systems, Inc. ("AVI") and the entity identified on page one of the Retail Sales Agreement (the "Customer"). Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. Changes In The Scope of Work – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a Contract Change Order will be submitted for review and approval by the Customer before work continues. Where applicable, changes in the configuration of the Equipment described herein shall be made in writing by submission of a Change Order document.

2. Ownership and Use of Documents and Electronic Data – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.

3. Proprietary Protection of Programs – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI's know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.

4. Shipping and Taxes – The prices shown are F.O.B. manufacturer's plant. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend and indemnify AVI for any claims for all unpaid taxes or for any sales tax exemption claimed by Customer.

5. Title – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.

6. Security Interest – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI

7. Risk of Loss or Damage – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.

8. Receiving/Integration – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.

9. Equipment Warranties – To the extent AVI receives any warranties from a manufacturer on Equipment, it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.

10. General Warranties – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from substantial completion, the systems integration to be free from defects in material and workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. Indemnification – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, whether or not a lawsuit or other proceeding is filed, that arise out of from (a) from any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws,

ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, whether or not a lawsuit or other proceeding is filed, to the extent that the same is finally determined to be the result of (a) any grossly negligent act or omission of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's material breach of this Agreement.

12. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. Limitation of Remedies for Equipment – AVI's entire liability and the Customer's exclusive remedy shall be as follows: In all situations involving performance or nonperformance of Equipment furnished under this Agreement, the Customer's remedy is the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. Limitation on Liability – The total liability of a AVI under this Agreement for any cause shall not exceed (either for any single loss or all losses in the aggregate) the net amount actually paid by Customer to AVI under this Agreement during the twelve (12) month period prior to the date on which AVI's liability for the first such loss first arose.

15. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

16. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. Choice of Law and Venue – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

18. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that this Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as agreed herein, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

RESOLUTION NO.

**AUTHORIZING WAIVING COMPETITIVE BIDDING AND
EXECUTING A RETAIL SALES AGREEMENT WITH
AVI SYSTEMS OF BENSENVILLE, IL
IN THE AMOUNT OF \$22,784**

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, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS, for the past several years Bensenville based AVI Systems, has handled our installation, integration and servicing of visual communications technologies in the Board Room and conference rooms; and

WHEREAS, AVI systems have unique expertise in educational and government sector broadcasting; and

WHEREAS, AVI Systems location in Bensenville provides a substantial savings in integration services versus using an out-of state vendor, and more importantly allows the VILLAGE to receive immediate single source service/repair on interconnected audio/visual systems throughout the Village Hall.

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 as if fully set forth.

SECTION TWO: The Village Board hereby waives competitive bidding and

authorizes the Village Manager to execute a purchase order and a Retail Sales Agreement with AVI Systems, attached hereto and incorporated herein by reference as Exhibit "A," with such additions and revisions thereto as the Village Attorney shall require, in the amount of \$22, 784.

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 11th day of December, 2012.

APPROVED:

Frank Soto, Village President

ATTEST:

Village Clerk

Ayes: _____

Nays: _____

Absent: _____



621 Busse Road
Bensenville, IL 60106
Phone: (630) 477-2300
Fax: (630) 477-2301

Retail Sales Agreement

Proposal Number: 12-209-000641.2

Bill To		Ship To		Project Location	
Attn: Anthony Sumner Village Of Bensenville 12 South Center Street Bensenville, IL 60106 Phone: (630) 350-3423 Email: asumner@bensenville.il.us Customer Number: 2600		Attn: Anthony Sumner Village Of Bensenville 12 South Center Street Bensenville, IL 60106 Phone: (630) 350-3423 Email: asumner@bensenville.il.us		Attn: Anthony Sumner Village Of Bensenville 12 South Center Street Bensenville, IL 60106 Phone: (630) 350-3423 Email: asumner@bensenville.il.us	
Date: December 06, 2012	OE#:	Sales Rep: Chuck Rayman - 209			
Customer PO#:	Terms: Net 30	Ship Via: Ground		Freight Terms: Prepaid and Add	
Project #:	Project Manager:	Eng Approved By:			
Support Agreement Start Date:		Support Agreement End Date:		TSM Approval:	
Comments:					

Products and Services Summary

Equipment Contract	\$15,418.00
Integration Contract	\$5,695.00
Pro Support Contract	\$1,671.00
Freight	See Terms
Tax	See Terms
Grand Total	\$22,784.00

The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within Net 30 days of each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full. All returned equipment is subject to a restocking charge.

Invoicing

AVI uses progress billing, and invoices for equipment allocated to the contract when it is received by AVI. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in detail (including applicable sales taxes due for each category of invoiced items) on a monthly basis, with payment in full required within Net 30 days of the date of the invoice. Customer is to make payments to the following "Remit to" address:

AVI Systems
NW8393 PO Box 1450
Minneapolis, MN 55485-8393.

Full payment is due before any support coverage or prepaid block begins. Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

Taxes and Delivery

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Customer should provide a valid tax exemption certificate for any tax exemption(s) claimed, otherwise AVI shall invoice for and collect all applicable taxes in accordance with state law(s).

Agreement of Quotation and Contract Formation

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions which are attached form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions are referred to collectively as the "Agreement"). Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY:

Customer:	AVI Systems, Inc
Signature:	Signature:
Printed Name:	Printed Name: Chuck Rayman
Date:	Date: December 6, 2012

Products and Services Detail

Production Switcher and Access.

<u>Line #</u>	<u>Model #</u>	<u>Type</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Discounted</u>	<u>Extended</u>
1	FG-000269-R001	Equ	NEWTEK	TC40 TriCaster™ 40	1	\$4,995.00	\$4,995.00
2	FG-000271-R001	Equ	NEWTEK	TC40CS TriCaster™ 40CS Control Surface	1	\$1,995.00	\$1,995.00
3	LiveText2F	Equ	NewTek	LiveText™ 2 w/ DataLink 3 Technology	1	\$995.00	\$995.00
4	VX2453mh-LED	Equ	Viewsonic	24" WS LED 1920X1080 Display	2	\$258.00	\$516.00
Production Switcher and Access. Subtotal							\$8,501.00

Misc. Equipment and Access.

<u>Line #</u>	<u>Model #</u>	<u>Type</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Discounted</u>	<u>Extended</u>
5	"Ki Pro, 250GB"	Equ	AJA	Portable Digital File Recorder, with Apple ProRes 422	1	\$3,525.00	\$3,525.00
6	YA-XLRPXLJRJ50	Equ	BTX	Mic cable, XLR (m-f) 50' Mogami/Neutrik	3	\$39.00	\$117.00
Misc. Equipment and Access. Subtotal							\$3,642.00

Implementation Services

<u>Line #</u>	<u>Model #</u>	<u>Type</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Discounted</u>	<u>Extended</u>
7	AVIONSITE	Int	AVI TECH SERV	Engineering, CAD, Project Management, Onsite Installation, System Checkout and Proof of Performance.	1	\$5,695.00	\$5,695.00
8	OTHER	Equ	AVI ATTACH E	Project Allowance	1	\$775.00	\$775.00
9	TRAINING	Equ	NEWTEK	NewTek Operational Training	1	\$2,500.00	\$2,500.00
Implementation Services Subtotal							\$8,970.00

Pro Support Agreement

<u>Line #</u>	<u>Model #</u>	<u>Type</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Discounted</u>	<u>Extended</u>
10	AVISSA1YR	Pro	AVI PRO SUPPORT	1 Year System Support Agreement. Includes: - 2 On-site recertifications - Unlimited operator training - Priority support by phone or on- site - Repair or replacement of faulty equipment - Materials and repair parts - Software updates - Loaner equipment - Recycling disposal of equipment - Shipping to/from manufacturer - Asset tracking of system	1	\$1,671.00	\$1,671.00
Pro Support Agreement Subtotal							\$1,671.00
Products and Services Total							\$22,784.00

Services to be Provided

Integration Services Scope of Work
<p>AVI Systems will provide the following:</p> <ul style="list-style-type: none">- Provide and install a NewTek Tricaster 40 switcher w/ control panel.- Provide and install two (2) Viewsonic 24" displays.- Provide and install an AJA KiPro recorder.- Provide system checkout and training.
Integration Services Responsibilities
<p>Integration Scope of Work/Responsibilities</p> <p>AVI Systems, Inc will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.</p> <p>AVI Systems, Inc Responsibilities</p> <ul style="list-style-type: none">• Provide equipment, materials and service items per the contract products and services detail.• Provide systems equipment integration and supervisory responsibility of the equipment integration.• Provide systems configuration, checkout and testing.• Provide project timeline schedules.• Provide necessary information, as requested, to the owner or other parties involved with this project to insure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.• Provide manufacturer supplied equipment documentation.• Provide final documentation and "as built" system drawings (CAD).• Provide system training following integration to the designated project leader or team. <p>Customer Responsibilities</p> <ul style="list-style-type: none">• Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate.• Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.• Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.• Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.• Provide reasonable accesses of AVI Systems, Inc personnel to the facilities during periods of integration, testing and training, including off hours and weekends.• Provide a secure area to house all integration materials and equipment.• Provide a project leader who will be available for consultation and meetings.• Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

System Support Services To Be Provided
<p>System Recertification</p> <ul style="list-style-type: none">• Provides services to perform two on-site scheduled recertification sessions per year using AVI Systems, Inc "System Re-Certification Checklist and Record". Tentative date of 1st visit:_____ Tentative date of 2nd visit:_____ <p>Training</p> <ul style="list-style-type: none">• Provides unlimited on-site operator training to assure any new and/or existing system users understand the system functionality. <p>Asset Tracking</p> <ul style="list-style-type: none">• Provides informational management of the system's individual electronic components• Provides reporting of description, model, serial numbers, in-service dates, anticipated end-of-life dates and physical location <p>Watchdog Remote Monitoring (for systems capable of providing such notice.)</p> <ul style="list-style-type: none">• Provides internet based monitoring of the systems 7x24x365• Provides email alerts of system components, warnings and/or failures• Available only on the AMX or Crestron Control Systems that connected to an ethernet network with ability to access the Internet. SMTP protocol messages cannot be blocked by the Customer network. Individual devices to be monitored (projectors, switchers, etc.) must be controlled via 2-way RS-232, RS-422, RS485, or IP, and remote connectivity must be certified by AVI prior to initiation of service. <p>Systems Support</p> <ul style="list-style-type: none">• Provides Priority Support by phone (within 2 business hour response time on 5x9 basis)• Provides Priority Support onsite (within 8 business hour response time on a 5x9 basis, Mon – Fri / 8am – 5pm local time) to perform

troubleshooting to localize and diagnose faults where the onsite location is within 60 miles of an AVI Service Center

- Provides repair or replacement of faulty equipment (excluding Obsolete Equipment)
- Provides materials and repair parts (excluding Consumables)
- Provides Software Updates
- Provides Loaner Equipment including table top projectors and flat screen monitors under 50".
- Provides for recycling of equipment covered in a system or consumables with no additional fees
- Includes coverage for shipping to/from manufacturer for equipment sent to for warranty diagnosis, repair or exchange

System Support Definitions

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables and Obsolete Equipment.

Priority Support – Means all work under AVI support agreements with Customers is scheduled ahead of any other on-demand work and will be provided within 2 hour or 8 hour response times as indicated within the Agreement.

Recertification – Means AVI personnel performing the necessary cleaning, adjustments, functional tests, and replacement of parts to keep the equipment in good and efficient operating condition. Any repairs or operating instructions will be done at this time.

Remote Diagnostics – Means a service whereby remote calls made to communications and terminal equipment via Customer provided analog line or IP connection to determine network and/or board-level failures and remedies. Only available where equipment is capable and configured by AVI to provide same.

Consumables – Means parts such as recording media, batteries, projection lamps and diskettes. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Loaner Equipment – Defined as table top LCD projectors and flat screen monitors under 50". Table top projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

Software Updates – Defined as revisions of existing software which provide maintenance to correct software errors and are provided at no charge by the manufacturer. Software and features which require additional licensing are not included under this Agreement.

System Support Terms

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of the AVI Support Agreement invoicing date. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. AVI reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where AVI is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an AVI technician or other person authorized by AVI, without AVI prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if AVI determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to AVI Systems General Terms and Conditions of Sale.

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6. Security Interest – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI.

7. Risk of Loss or Damage – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.

8. Receiving/Integration – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.

9. Equipment Warranties – To the extent AVI receives any warranties from a manufacturer on Equipment, it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.

10. General Warranties – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from substantial completion, the systems integration to be free from defects in material and workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. Indemnification – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, whether or not a lawsuit or other proceeding is filed, that arise out of from (a) from any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws,

ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, whether or not a lawsuit or other proceeding is filed, to the extent that the same is finally determined to be the result of (a) any grossly negligent act or omission of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's material breach of this Agreement.

12. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. Limitation of Remedies for Equipment – AVI's entire liability and the Customer's exclusive remedy shall be as follows: In all situations involving performance or nonperformance of Equipment furnished under this Agreement, the Customer's remedy is the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. Limitation on Liability – The total liability of a AVI under this Agreement for any cause shall not exceed (either for any single loss or all losses in the aggregate) the net amount actually paid by Customer to AVI under this Agreement during the twelve (12) month period prior to the date on which AVI's liability for the first such loss first arose.

15. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

16. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. Choice of Law and Venue – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

18. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that this Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as agreed herein, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

RESOLUTION NO.

**AUTHORIZING EXECUTION OF A COSTS/CONSTRUCTION INVOICE
WITH COMCAST CABLE COMMUNICATIONS, INC FOR THE
INSTALLATION OF FIBER OPTICS
IN THE AMOUNT OF \$12,145.11**

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, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS, the VILLAGE is desirous of broadcasting a television station live twenty four hours a day, seven days a week; and

WHEREAS, in order to do so the VILLAGE must contract with Comcast Communications, Inc. to install a fiber optic connection to Village Hall.

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 as if fully set forth.

SECTION TWO: The Village Board hereby authorizes the Village Manager to execute a purchase order and the Costs/Construction Invoice with Comcast Communications, Inc., attached hereto and incorporated herein by reference as Exhibit “A,” with such additions and revisions thereto as the Village Attorney shall require, in the amount of \$12,145.11.

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 11th day of December, 2012.

APPROVED:

Frank Soto, Village President

ATTEST:

Village Clerk

Ayes: _____

Nays: _____

Absent: _____



Revised Costs/Construction Invoice

Date: November 15, 2012
Justification: Fiber Optic PEG Channel
City: Bensenville
Project Name: City of Bensenville Fiber Peg Channel
Project Location: 12 S. Center Street
Project Type: Fiber Optic PEG Channel

Invoice #: 12108
PO#: _____
Budget #: 14030
Business Unit/Division: NorthCentral Division
Region: Chicago Region (CHI000)
Entity: 000630 (West Chicago, IL)

Desired Start Date:

Expected Completion Date:

For Comcast: Comcast
Coordinator (Comcast): Comcast
Coordinator (Contractor): Joe Roman Universal Cable Construction, Inc.

Business Phone #: _____
Business Phone #: _____
Business Phone #: (630) 876-0003

For the Client:
Requested by: Anthony Sumner
Company Name: Village of Bensenville
E-Mail: asumner@bensenville.il.us
Joint Trench Contractor:
Design Contractor:

Company Fax #: (630) 350-3423
Company Phone #: (630) 350-3423
Company Address: 12 S. Center Street
Bensenville, IL 60106

Project Description:

Install approx. 250 ft. of aerial fiber cable and pull through approx. 790 ft. of fiber through a previously installed conduit, in order to install the fiber cable to the south side of building. These costs also include the necessary fiber optic receiver and transmitter.

Special Instructions:

ENGINEERING FEES

Internal _____
Contract _____
Sub Total Engineering Fees _____

INTERNAL LABOR COST

Sub Total Internal Vehicle & Labor _____
Sub Total Internal Labor _____
Total Internal Labor \$ -

CONTRACT LABOR COST

Sub Total Contract Labor \$ 7,540.87

MATERIAL COST

Total Cable & Material \$ 4,604.24

TOTAL PROJECT COST \$12,145.11

Prepared by: _____

Preparer's Title: _____

Approved by: Robert L. Schulter, Jr.

Approver's Title: Right-Of-Way Manager Greater Chicago market

Approver's Signature: _____

Date Approved: November 15, 2012

I, the client, in contracting Comcast Cable Communications Inc., to perform the services and to provide all necessary materials, agree to pay for the actual materials and services used in completing this project and will remit the Total Project Cost amount along with the signed/approved Construction Cost Estimate. I also understand that I may be separately invoiced for construction costs that may exceed the Total Project Cost, but only for an amount up to 10% additional to the Total Project Cost.

Accepted by: _____
Developer/Representative/Owner

Acceptance Date: _____

Legal Business Name: _____

Business Address: _____

Contact Name: _____

Title: _____

Please remit check and ONE signed original as follows:

Phone No.: (630) 600-6347

Comcast Cable Communications, Inc.
Attn: Mr. Robert L. Schulter, Jr.
688 Industrial Drive
Elmhurst, IL 60126

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 12/05/2012

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

ASSIGNED COMMITTEE: AF&L (unanimous approval) **DATE:** 12/04/2012

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 19,000 for an annual subsidy of \$45,857.

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.

Any changes contemplated in our program would not be in conflict with this agreement; this is simply a reimbursement agreement for each Dial-A-Bus ride.

RECOMMENDATION:

Staff recommends the Village Board authorize the Village Manager to execute the 2013 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 reimbursements of \$45,857 are accounted for in the 2013 budget.

ACTION REQUIRED:

Passage of the attached resolution

Resolution No.

**Authorizing the 2013 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 2013 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, 2013 through December 31, 2013, 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, _____, 2013.

APPROVED:

Frank Soto
Village President

ATTEST:

Susan Janowiak
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

2013

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

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EXHIBIT F	Service Provider's Certification
EXHIBIT G	Form Of Opinion Of Service Provider's Counsel

2013 PARATRANSIT SERVICE PROVIDER AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2012, to be effective as of January 1, 2013, 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.

WITNESSETH:

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 MANUFACTURERS= 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 2013 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 2013 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, 2013 pursuant to any prior reimbursement

agreement between the parties whose term extended into calendar year 2013 shall be deemed to be payments made under this Agreement with the exception of payments due for service provided prior to January 1, 2013.

- (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, 2013, and terminating after the last scheduled service on the 31st day of December, 2013.

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

2013 PARATRANSIT SERVICE PROVIDER AGREEMENT

PROPOSED 2013 BUDGET

PROJECT: VILLAGE OF BENSENVILLE

REVENUE \$ 17,000

EXPENSES

OPERATIONS \$ 242,000

MAINTENANCE \$ -0-

ADMINISTRATION \$ -0-

TOTAL EXPENSE \$ 242,000

OPERATING DEFICIT \$ 225,655

PACE SUBSIDY \$ 45,857

LOCAL SHARE \$ 179,798

RIDERSHIP 19,000

VEHICLE HOURS 4,272

Exhibit B

2013 PARATRANSIT SERVICE PROVIDER AGREEMENT

PACE VEHICLES

VILLAGE OF BENSENVILLE

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

5336

5349

5394

Exhibit C

2013 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 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 $1/12^{\text{th}}$ of the annual budgeted subsidy times the number of months elapsed in the year.

Exhibit D

2013 PARATRANSIT SERVICE PROVIDER AGREEMENT

TRANSPORTATION SERVICES FUNDED BY PACE

VILLAGE OF BENSENVILLE

TYPE OF SERVICE	Dial-A-Ride Bus Service										
SERVICE OPERATED BY	Village of Bensenville										
TRIP RESERVATION METHOD	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.										
SERVICE AREA	Village of Bensenville and destinations outside of the Village as authorized by Bensenville.										
SERVICE HOURS	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 rd Saturday of the month										
HOLIDAYS	Service will <u>not</u> operate on the following holidays: <ul style="list-style-type: none">➤ New Year's Day➤ Memorial Day➤ Independence Day (observed Holiday)➤ Labor Day➤ Thanksgiving Day➤ Day after Thanksgiving➤ Christmas Day										
ONE-WAY FARE	<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

RIDER ELIGIBILITY	General Public
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Exhibit E

2013 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

2013 PARATRANSIT SERVICE PROVIDER AGREEMENT

SERVICE PROVIDER'S CERTIFICATION

STATE OF ILLINOIS)
) SUBURB-TO-SUBURB.
COUNTY OF _____)

 ,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 of 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

2013 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 of 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 of the Service Provider or the ability of the Service Provider to perform its obligations under said Agreement.



400 S. Knoll Street, Unit C
Wheaton, Illinois 60187
Phone: (630) 681-1000
Fax: (630) 681-1020
e-mail: marydickson@bond-dickson.com

November 28, 2012

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 Article XII of the 2013 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. _____, 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 as 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 Village of Bensenville, 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 Village of Bensenville.
5. The Village of Bensenville 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 Village, or that is reasonably likely to materially adversely affect the ability of the Village to perform its obligations under said Agreement.

6. No obligation of the Village of Bensenville 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 Village or the ability of the Village 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 Caracci
John Anderson

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 12/05/2012

DESCRIPTION: Resolution to approve a 12-month contract extension for Dial-A-Bus transportation services.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: **AF&L (unanimous approval)**

DATE: **12/4/2012**

BACKGROUND:

First Transit has provided Dial-A-Bus transportation services to the Village since 2005. Their office is out of Schaumburg, Illinois where they operate transit services for both Schaumburg and Bensenville. The shared service location is beneficial in that it reduces the overhead attributed to the Bensenville program.

KEY ISSUES:

The current Dial-A-Bus program is based on 402 service hours per month. The current hourly rate for the service is \$50.14 per hour. The new service rate for 2013 will remain \$50.14, and there will be no fuel surcharge. This continues the rate reduction that was agreed upon earlier this year.

Saturday service will continue to be 6 hours gate to gate on the first and third Saturdays of each month from 10:00AM to 3:00PM. The total service hours per month will be 402. The 12-month contract extension is for the period of January 1, 2013 through December 31, 2013 and represents a value of \$242,000. The contract includes a 60-day cancellation clause engaged upon the written notice by First Transit or the Village. Furthermore, the hours of service can be modified with First Transit by issuing 30 days written notice.

Staff will continue to evaluate our current program for cost savings and service improvements. Please see the cost breakdown data attachment for program costs over the past five years. This contract is equipped with a 60-day out clause that can be exercised at any time in the event that we go a different direction. We will report any findings or recommendations based on our analysis to the Board.

RECOMMENDATION:

Staff recommends the approval of a 12-month contract extension with First Transit, Inc. of Cincinnati, Ohio to provide Dial-A-Bus transportation services. Prior to recommending approval, the I&E Committee made several suggestions for modifications to the existing program that will be incorporated into our subsequent analysis.

BUDGET IMPACT:

The \$242,000 purchase of transportation services is accounted for in the fiscal year 2013 budget. Up to \$45,857 will be reimbursed through our Pace agreement.

ACTION REQUIRED:

Motion to approve a Resolution authorizing the Village Manager to execute a purchase order and other associated documents to First Transit, Inc. of Cincinnati, Ohio

Dial-A-Bus Ridership Comparison

2008	Ridership	Fare Revenue
Jan	2,277	\$2,680
Feb	2,347	\$2,719
Mar	2,264	\$2,640
Apr	2,547	\$2,704
May	2,342	\$2,381
Jun	1,454	\$1,562
Jul	1,388	\$1,356
Aug	1,674	\$1,717
Sep	1,986	\$1,992
Oct	2,227	\$2,207
Nov	1,952	\$1,958
Dec	2,049	\$2,190
Total:	24,507	\$26,106

Pace Grant amount:	\$47,250
Village expense:	\$166,854

2009	Ridership	Fare Revenue
Jan	1,667	\$2,991
Feb	1,590	\$2,540
Mar	1,611	\$2,589
Apr	1,459	\$2,253
May	1,157	\$1,814
Jun	756	\$1,107
Jul	724	\$876
Aug	743	\$984
Sep	1,037	\$1,518
Oct	1,134	\$1,624
Nov	940	\$1,309
Dec	1,014	\$1,277
Total:	13,832	\$20,882

Pace Grant amount:	\$31,122
Village expense:	\$197,196

2010	Ridership	Fare Revenue
Jan	1,132	\$1,760
Feb	1,085	\$1,520
Mar	1,197	\$1,525
Apr	1,114	\$1,436
May	939	\$1,327
Jun	824	\$832
Jul	799	\$830
Aug	900	\$992
Sep	1,056	\$1,124
Oct	1,131	\$1,280
Nov	1,272	\$1,112
Dec	1,194	\$971
Total:	12,643	\$14,709

Pace Grant amount:	\$37,929
Village expense:	\$206,958

2011	Ridership	Fare Revenue
Jan	1,493	\$1,063
Feb	1,479	\$1,154
Mar	1,723	\$1,271
Apr	1,711	\$1,320
May	1,715	\$1,318
Jun	1,045	\$710
Jul	1,133	\$792
Aug	1,525	\$1,013
Sep	1,673	\$1,290
Oct	1,574	\$1,254
Nov	1,681	\$1,346
Dec	1,340	\$1,003
Total:	18,092	\$13,534

Pace Grant amount:	\$44,250
Village expense:	\$208,308

2012	Ridership	Fare Revenue
Jan	1,708	\$1,404
Feb	1,794	\$1,585
Mar	1,762	\$1,786
Apr	1,806	\$1,860
May	1,577	\$1,592
Jun	1,085	\$1,139
Jul	1,065	\$1,143
Aug	1,344	\$1,456
Sep	1,279	\$1,343
Oct	1,631	\$1,725
Nov		
Dec		
Total:	15,051	\$15,033

Pace Grant amount:	\$45,002
YTD Village expense:	\$206,057

Fare Prices	
Adults	\$2
Seniors	\$1
Disabled	\$1
Children over 7	\$1
Children under 7	Free



825 Estes Avenue
Schaumburg, IL 60193
Tel: 847 891 5980

Proposal

VILLAGE OF BENSENVILLE

First Transit is pleased to submit its response to the Village of Bensenville request for extending the current Dial-A-Bus contract. First Transit is willing to honor current pricing through an extension year beginning January 1, 2013 and ending December 31, 2013.

Same program as currently operated with no fuel surcharge.
\$50.14 per hour

Note: All other provisions of this contract will prevail.

Submitted by: First Transit, Inc.

Signed Name: Susan Spry

Printed Name: Susan Spry

Title: Region Vice President

Date: November 30, 2012

Approved by Village of Bensenville

Signed Name: _____

Printed Name: _____

Title: _____

Date: _____

Resolution No.
Authorizing the Execution of a Purchase Order and a 12-Month Contract Extension
for Dial-A-Bus Transportation Services from First Transit, Inc.

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

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents to First Transit Inc. of Cincinnati, Ohio for Dial-A-Bus transportation services for \$242,000.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Susan Janowiak
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE: Ordinance SUBMITTED BY: S. Viger DATE: 12.05.12

DESCRIPTION: Consider a request by the Applicant, American Tower Corporation, for a Conditional Use Permit Amendment to Ordinance #65-2007 to allow the installation of an additional antenna above 35' located at 602 N. York Road in an existing C – 4 Regional Destination PUD Commercial District.

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

COMMITTEE ACTION: Community & Economic Development (7-0)

DATE: 12.04.12

BACKGROUND: The property in question is zoned C – 4 Regional Destination PUD Commercial and is currently improved with a one-story brick building and an existing 125' telecommunications tower on the northeast portion of the site. The construction of the telecommunications tower was granted in 1982 as a Conditional Use Permit in Ordinance #19-82. In 2007, the tower was updated with Ordinance #65-2007 granting the addition of twelve (12) antennas. To execute the proposed construction, the applicant, American Tower Corporation, seeks a Conditional Use Permit Amendment to allow the collocation of equipment including a single antenna mounted at 125' and two (2) GPS antenna at 31' in addition to a 10' x 10' equipment pad within the existing fenced area. The outstanding water bill balance discussed in the staff report has been resolved as of November 13, 2012.

KEY ISSUES: The staff believes that the request for a Conditional Use Permit Amendment does meet all the Approval Criteria for Conditional Use Permits. There will not be an increase in traffic volume as it is an unmanned facility, environmental nuisance will not have negative effects of noise, glare, odor, dust or other adverse environmental effects, it will not affect neighborhood character as the telecommunications tower is existing and the addition of the antennas will eliminate the need to construct another tower, the use of public facilities will not increase disproportionately, and the proposed installation is a public necessity as it is part of a national initiative to aid in the FAA and will increase safety and security for the airport. No other factors have been determined as the outstanding water bill balance has been resolved.

ALTERNATIVES:

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

RECOMMENDATION: Staff respectfully recommends approval of the Conditional Use Permit amendment and with conditions:

1. The Conditional Use Permit be granted solely to the applicant;
2. The property shall be developed in substantial conformance to the plans prepared by ITT Exelis, submitted by American Tower Corporation dated 08.31.12;

At the 11.19.12 Public Hearing the Community Development Commission voted unanimously (5 - 0) and at the 12.04.12 the Community and Economic Development Committee (CEDC) voted unanimously (7-0) to recommend approval of the Conditional Use Permit Amendment with the conditions recommended by staff. There was no public comment at the Hearing.

BUDGET IMPACT: N/A

ACTION REQUIRED: Motion to approve the requested Conditional Use Permit Amendment with the conditions recommended by staff and the CDC.

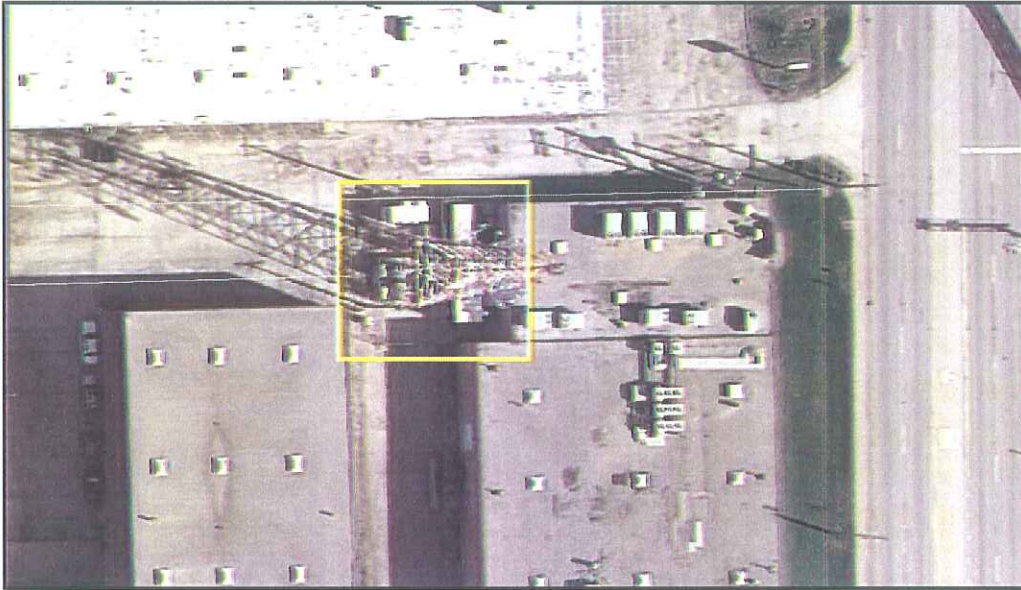
CDC# 2012 – 38

602 N. York Road—American Tower

Conditional Use Permit Amendment for Additional Antennae

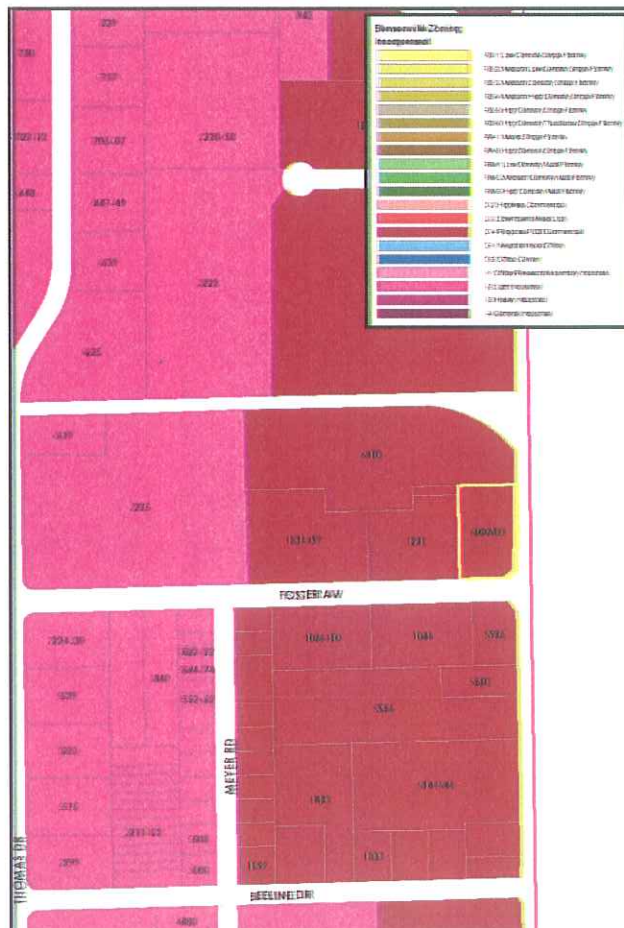
Village of Bensenville

Antenna Tower at 600 N. York Rd.



Village of Bensenville

Zoning Map

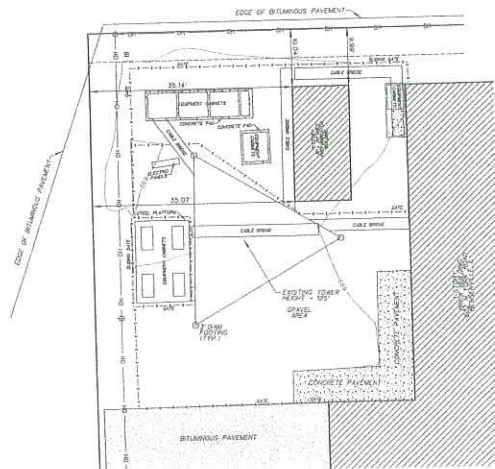
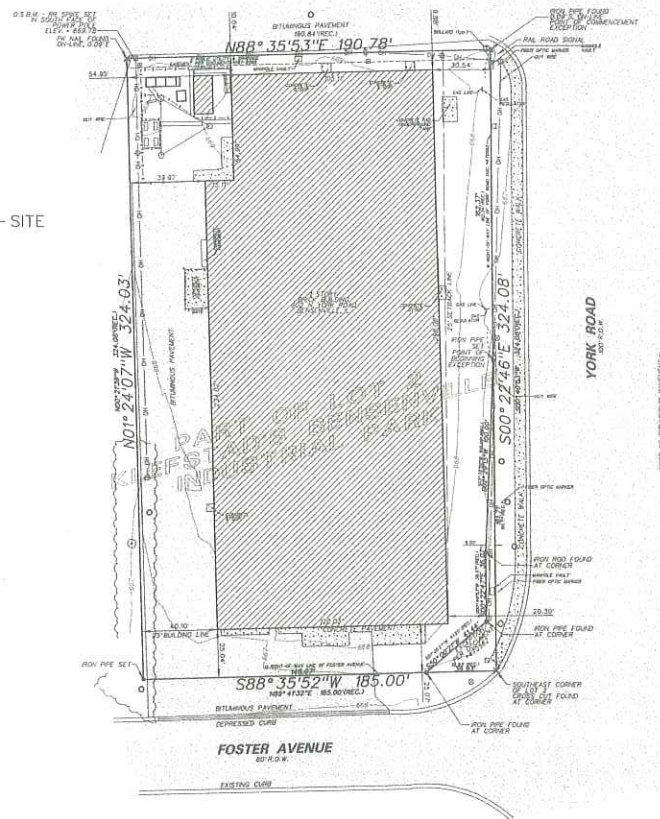
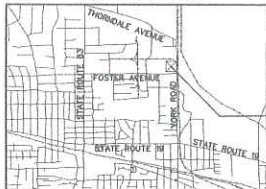


PLAT OF SURVEY

- [illegible]



- SITE



CELL TOWER DETAIL



TERRA CONSULTING GROUP, LTD.
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068

				DSON.	
				DWH.	SMC
				CHKD.	DWS
NO.	DATE	NATURE OF REVISION	CHKD.	SCALE	1" = 30 FEET
FILE NAME	P:\SDN\2995\1\2995-1.D				
				DATE	7/6/2007

PLAT OF SURVEY
602 N. YORK ROAD
BENSENVILLE, ILLINOIS
DU PAGE COUNTY

PROJECT NO.	2995-1
SHEET 1	OF 1
DRAWING NO.	2995-1.2D

[illegible]

Know what's below.
Call before you dig.

THIS FACILITY SHALL MEET OR EXCEED ALL FAA AND FCC REGULATORY REQUIREMENTS.

1. LATITUDE (GPS):	41° 58' 22.65" N
2. LONGITUDE (GPS):	41° 19' 29" W
3. TYPE OF STRUCTURE:	<input checked="" type="checkbox"/> GUY TOWER <input checked="" type="checkbox"/> LATTICE TOWER <input type="checkbox"/> MONOPOLE
4. GROUND ELEVATION: (AMSL IN FEET)	672
5. PARCEL ID NO.:	03-11-202-040

EXELIS INC. CONTACT:	DAVID COLLIER 703-673-8750
POWER COMPANY:	COM ED (918) 358-2514
TELCO COMPANY:	AT&T (918) 365-3111
PROPERTY OWNER:	ACT I/605 DIAL NETWORK SERVICES 2400 CLEVELAND BLVD RICHARDSON, TX 75082
TOWER OWNER:	AMERICAN TOWER CORP. 10 PRESIDENTIAL WAY WOBURN, MA 01801 (617) 426-4360
TOWER REPRESENTATIVE:	JAMES MCINTURF (321) 225-4475
ARCHITECT:	JAMES R. JUSTICE 1998 LELAND DRIVE SUITE A SUITE A, CA 30067 678-265-6705
PE:	JAMIE REYES 8915 FREEPORT PARKWAY SUITE 135 IRVING, TX 75063 972-999-0910

1. ZONING CLASSIFICATION:	M-1
2. JURISDICTION:	BENSENVILLE
3. LEASE AREA:	10' X 12' LEASE AREA IN EXISTING CONCRETE WITH 10' X 10' CONCRETE PAD FOR EQUIPMENT.
4. HANDICAP REQUIREMENTS:	FACILITY WILL BE UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAP ACCESS NOT REQUIRED.
5. [1] PARKING SPACE REQUIRED:	USE OF EXISTING FACILITY.

FROM O'HARE AIRPORT: I-55 SOUTHEAST ON I-190 E 1.3 MI
2 TAKE EXIT 1D TOWARD I-294 S/INDIANA'S TOLLWAY 0.4 MI
3 MERGE ONTO I-294 S TOLL ROAD 0.8 MI 4 EXIT ONTO IL-19
5 SOUTH ON I-190 S 1.1 MI 6 TAKE RIGHT HAND TURN
AT N YORK RD 0.8 MI ARRIVE AT 602 N YORK RD, BENSenville,
IL 60106.

CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION FOR THE LOCATION. THE EDITION OF THE CODE SHALL BE THE EDITION IN EFFECT ON THE DATE OF THE CONTRACT AWARD SHALL GOVERN THE DESIGN.

BUILDING CODE:
1) AIA/VEA-222-G, 2009 INTERNATIONAL BUILDING CODE

ELECTRICAL CODE:
NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70,
NATIONAL ELECTRICAL CODE, 2005 (NEC)

LIGHTNING PROTECTION CODE: NEPA, 2000 LIGHTNING PROTECTION CODE

CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION TO THE BUILDING CODE REQUIREMENTS FOR REINFORCE CONCRETE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, NINTH EDITION.

TELECOMMUNICATIONS INDUSTRY ASSOCIATION/ELECTRONIC INDUSTRIES ASSOCIATION AIA/VEA-222-F, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES.

INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 91, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM.

IEEE 1100 (LATEST EDITION), RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT.

IEEE C62-A-41, POWERED PRACTICES FOR SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM VOLTAGE").

TIA 503, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS, TELCORDIA, GR-1503 CONVAL, CABLE CONNECTIONS.

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDIZED REGULATING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. IN THE EVENT OF A CONFLICT BETWEEN REQUIREMENTS, THE GOVERNING REQUIREMENT SHALL GOVERN. IN THE EVENT OF A CONFLICT, THE REQUIREMENT SHALL GOVERN.

[illegible]

Map of the project site area. The map shows the intersection of Street Ct and Thomas Rd. The project site is located on Street Ct, north of Thomas Rd. The map includes a north arrow, a scale bar, and labels for the project site, Street Ct, and Thomas Rd.



12930 Worldgate Drive
SUITE 400
Herndon, VA. 20170

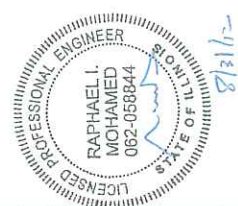
ATC SITE NAME: MCI BENSENVILLE IL
ITT SITE NUMBER: SV206-01
ATC SITE NUMBER: 92111

PROJECT TYPE:	COLLOCATE ON EXISTING TELECOMMUNICATIONS TOWER WITH ADDED GROUND EQUIPMENT CABINET, ONE ANTENNA, 2 COAX, NO GENERATOR.
LOCATION:	602 N. YORK RD BENSENVILLE, IL 60106-3032
SITE OWNER:	AMERICAN TOWER CORP.



8505 FREEPORT PARKWAY
SUITE 135
IRVING, TX 75063
(972) 999-8900 TEL.
(972) 999-8940 FAX
NTSE AMT

DO NOT SCALE DRAWINGS.
CONTRACTOR MUST VERIFY ALL
DIMENSIONS AND ADVISE
CONSULTANTS OF ANY ERRORS OR
OMISSIONS. NO VARIATIONS OR
MODIFICATIONS TO WORK SHOWN
SHALL BE IMPLEMENTED WITHOUT
PRIOR WRITTEN APPROVAL. ALL
PREVIOUS ISSUES OF THE DRAWING
ARE SUPERSEDED BY THE LATEST
REVISION. ALL DRAWINGS AND
SPECIFICATIONS REMAIN THE PROPERTY
OF EXELIS, INC., HERNDON, VA. 20170.



THE

12930 Worldgate Drive
SUITE 400
Herndon, VA. 20170

BENSENVILLE
SV206-01
602 N. YORK RD

ATCSTENO: 92111

DRAWN BY:	JL	REV:	0
ATC JOB NO:	485034K6		

SHEET: T-1

11. THE MINIMUM LOWEST FIRST FLOOR ELEVATION SHALL NOT BE LESS THAN 4" ABOVE GROUND OF ROAD, OR THE FEDERAL AND/OR COUNTY FLOOD CRITERIA ELEVATION, WHICHEVER IS HIGHER. THE GENERAL CONTRACTOR/SUB CONTRACTOR SHALL SUBMIT AN ELEVATION CERTIFICATE UPON THE COMPLETION OF WORK.
12. WORK OUTSIDE OF THE PROPERTY LINE INCLUDED IN THIS SET OF DRAWINGS SHALL BE, BUT NOT LIMITED TO, DRIVEWAYS, SODDING TO ASPHALT LINE AND UTILITY CONNECTIONS.
13. THE GENERAL CONTRACTOR AND SUB CONTRACTOR SHALL VERIFY ALL UTILITY CONNECTION LOCATIONS PRIOR TO SUBMITTING A BID AND PROCEEDING WITH ANY WORK. IT IS RECOMMENDED THAT THE GENERAL CONTRACTOR VISIT THE SITE AND VERIFY ALL DIMENSIONS AND NOTES BEFORE SUBMITTING A BID AND BEFORE PROCEEDING WITH ANY WORK.
14. SOIL AT THIS SITE IS ASSUMED TO BE ADEQUATE OF SUPPORTING THE DESIGN LOAD OF 2000 PSI. IF OTHER CONDITIONS ARE ENCOUNTERED, NOTIFY EXELIS INC. AND THE OWNER BEFORE PROCEEDING WITH WORK. THIS VALUE IS BASED ON THE ASSUMPTION THAT THE SOIL IS UNDISTURBED, FIRM, AND DRY GROUND, BUT DOES NOT NECESSARILY ENSURE THE PREVENTION OF EXCESSIVE FOUNDATION MOVEMENTS.
15. BURY PHONE AND ELECTRICAL SERVICE NO LESS THAN 18" BELOW THE FINISHED GRADE. FILL WITH SAND BACKFILL AROUND PIPES. COORDINATE WITH ELECTRICAL DRAWINGS.
16. IN ORDER TO AVOID ANY CONFLICTS, THE GENERAL CONTRACTOR SHALL COORDINATE ALL OF HIS SUB CONTRACTORS AND PRACTICAL TRADES.
17. ALL SOIL TO BE REMOVED FROM SITE AND PROPERLY DISPOSED OF OFF PROPERTY. IF HAZARDOUS MATERIALS ARE ENCOUNTERED, REMOVAL AND DISPOSAL SHOULD BE COMPLETED ALONG WITH DISPOSAL DOCUMENTATION.
18. BURNING OF DEBRIS IS NOT ALLOWED.
19. SLUT FENCING SHALL BE EMPTIED IF DEEMED NECESSARY.

HEIGHT - EXCLUDING THE TOWER, NO EXISTING OR PROPOSED STRUCTURE (INCLUDING EQUIPMENT) WILL EXCEED THE HEIGHT LIMITATIONS OF THE DISTRICT.

LIGHTING - THE PROPOSED INSTALLATION AND EXISTING FACILITY WILL MEET OR EXCEED ALL FFA AND FCC REGULATORY REQUIREMENTS.

GRADE - EXISTING GRADE WILL BE MAINTAINED FOR PROPOSED CONSTRUCTION.

PARKING - ONE PARKING SPACE IS REQUIRED, ONE EXISTING.

SIGNAGE - EXTERIOR SIGNS ARE NOT PROPOSED EXCEPT AS REQUIRED BY THE FCC.

STORM WATER CONTROL - THE PROPOSED FACILITY WILL RESULT IN AN INSIGNIFICANT INCREASE IN STORM WATER RUNOFF. CONSEQUENTLY, NO WATER QUALITY CONTROL DEVICES ARE PROPOSED.

UTILITIES - SANITARY SEWER, SURFACE WATER AND POTABLE WATER ARE NOT APPLICABLE PER THE USE. IF APPLICABLE, SUBCONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO EXCAVATING.

DRIVEWAY - A DRIVEWAY PERMIT IS NOT REQUIRED FOR THIS PROJECT. THE PROJECT WILL NOT REQUIRE RIGHT-OF-WAY OR PROPERTY TO BE DEDICATED FOR PUBLIC USE.

NOISE - NO NOISE, SMOKE, DUST, VAPORS OR ODOOR WILL RESULT FROM THIS PROJECT.



SCALE: 1"=5' (BASED ON 24X36 "D" PAPER SIZE)
SCALE: 1"=10' (BASED ON 11X17 "B" PAPER SIZE)

 <p>AMERICAN TOWER ATC TOWER SERVICES, INC.</p>	8505 FIREPORT PARKWAY SUITE 135 ROANOKE, VA 24060-0135 (757) 999-8900 FAX (757) 999-8940 FAX NYC-AMT		<p style="color: red; font-size: 2em; font-weight: bold;">in EXELIS</p> <p>19330 Worlidge Drive SUITE 300 PORTLAND, VA 20170</p>	<p>Notice: THIS DECLARATION CONTAINS COMPANY PROPRIETARY INFORMATION. IT IS THE PROPERTY OF EXELIS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF EXELIS, INC. ALSO.</p>
	<p>DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND LOCATIONS OF CONSULTANTS OF ANY ERRORS OR OMISSIONS. NO VARIATIONS OR MODIFICATIONS TO WORK SHOWN SHALL BE IMPLEMENTED WITHOUT PREVIOUS ISSUES OF THE DRAWING ARE SUPERSEDED BY THE LATEST REVISION. ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF EXELIS, INC. (REVISION NO. 01/10/16)</p>			

BENSENVILLE 5VZ06-01 602 N. YORK RD BENSENVILLE, IL 60106-3032	ATC SITE NO.: 92111	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 5px;">DRAWN BY: JL</td> <td style="width: 70%; padding: 5px;">REV: 0</td> </tr> <tr> <td colspan="2" style="padding: 5px;">ATC JOB NO.: 4850346</td> </tr> </table>	DRAWN BY: JL	REV: 0	ATC JOB NO.: 4850346	
DRAWN BY: JL	REV: 0					
ATC JOB NO.: 4850346						

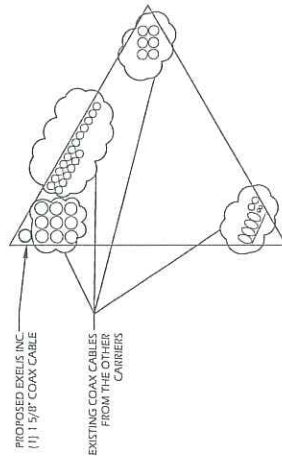
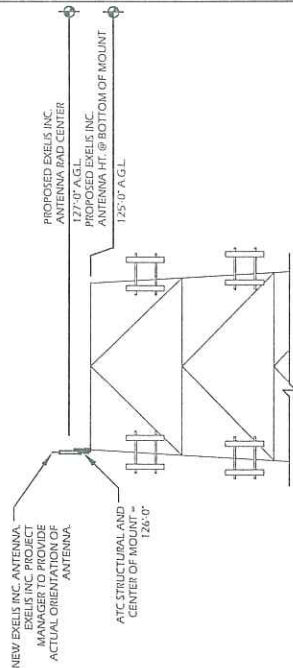
SHEET: A-1

LINE/ANTENNA NOTES

- SEE DRAWING SHEET A-1 FOR COMPOUND PLAN.
- ALL THREADED STRUCTURAL FASTENERS FOR ANTENNA SUPPORT SHALL BE 1/2" DIA. A325. ALL WASHERS SHALL BE 1/2" DIA. A325. TYPE CONNECTIONS WITH THREADS EXCLUDED FOR THE PLANE. ALL EXPOSED FASTENERS, NUTS, AND WASHERS SHALL BE GALVANIZED TO PREVENT CORROSION. ALL FASTENERS SHALL BE GALVANIZED TO PREVENT CORROSION. ALL FASTENERS SHALL BE GALVANIZED TO PREVENT CORROSION. ALL FASTENERS SHALL BE GALVANIZED TO PREVENT CORROSION.
- THE GENERAL CONTRACTOR/SUB CONTRACTOR SHALL FURNISH ALL CONNECTION HARDWARE REQUIRED TO SECURE THE CABLES.
- NORTH ARROW SHOWN ON THE PLANS REFERS TO TRUE NORTH. THE GENERAL CONTRACTOR/SUB CONTRACTOR SHALL VERIFY NORTH AND NOTIFY EXELIS INC. OF ANY DISCREPANCY BEFORE STARTING CONSTRUCTION.
- PROVIDE WASHERS FOR ALL MECHANICAL CONNECTIONS FOR GROUNDING CONDUCTORS. USE STAINLESS STEEL HARDWARE THROUGHOUT. DO NOT OVERLAP WASHERS.
- THOROUGHLY REMOVE ALL PAINT AND CLEAN ALL DIRT FROM SURFACES REQUIRING GROUND CONNECTIONS. SHORT AND DIRECT AS POSSIBLE.
- AVOID SHARP BENDS. ALL BENDS TO BE A MIN. OF 8" RADIUS.
- FOR GROUNDING TO BUILDING FRAME AND HATCH PLATE GROUND BARS, USE A 2" HOLE LONG BARREL COMPRESSION LUG CONNECTOR.
- FOR ALL EXTERNAL GROUND CONNECTIONS, CLAMPS AND CABLES, SUCH AS "NO OXIDE" BY DANBORN CHEMICAL COMPANY.
- REPAIR ALL GALVANIZED SURFACES THAT HAVE BEEN DAMAGED BY THERMOWELDING WITH 121 COATS COLD GALV. PAINT.
- CONDUCT CONNECTIONS USING SUCCING SEALING STRUCTURES AND ALL COAXIAL ANTENNA CABLE INSTALLER SHALL BE RESPONSIBLE FOR PERFORMING AND SUPPLYING SWEEP TESTS (ANTENNA RETURN LOSS TEST) AND CURRENT CALIBRATION CERTIFICATE. THIS TEST SHALL BE PERFORMED PRIOR TO THE ANTENNA BEING OUTLINED BY THE EXELIS INC. THESE TESTS SHALL BE PERFORMED PRIOR TO FINAL ACCEPTANCE OF THE SITE.
- THE COAXIAL ANTENNA CABLE INSTALLER SHALL BE RESPONSIBLE FOR PERFORMING AND SUPPLYING EXELIS INC. WITH TIME DOMAIN REFLECTION (TDR) TESTS TO VERIFY CABLE LENGTH AND TO CHECK FOR WATER DAMAGE.
- VAPOR BARRIER WILL BE USED TO SEAL ALL CONNECTIONS.
- ALL JUMPIERS TO THE ANTENNAS FROM A MAIN TRANSMISSION LINE WILL BE 1/2" DIA. AND SHALL NOT EXCEED 6'.
- ALL JUMPIERS SHALL BE 1/2" DIA. AND SHALL NOT EXCEED 6'.
- EQUIPMENT CABLE AND AS SPECIFIED IN THE ELECTRICAL DRAWINGS.
- ALL COAXIAL CABLE WILL BE SECURED TO THE DESIGNED SUPPORTING STRUCTURE AT DISTANCES NOT TO EXCEED 4'-0" WITH HARDWARE SPECIFIED IN THE COAXIAL CABLE ROUTING DETAILS.
- ALL COAXIAL CABLES SHALL BE PROTECTED FROM FIELD CONDITIONS. INTENDED TO BE USED FOR FABRICATION DUE TO FIELD CONDITIONS. THE CONTRACTOR MUST FIELD VERIFY ALL ANTENNA CABLE LENGTHS PRIOR TO ORDER.
- ALL CABLES WILL BE COLOR CODED AT FOUR LOCATIONS.
 - AT THE ANTENNA PRIOR TO JUMPER
 - AT THE CABLE BRIDGE EDGE AT BASE OF TOWER
 - AT THE CABLE ENTRY PORT INTERIOR/EXTERIOR
 - AT THE EQUIPMENT SITE OF MAIN COAX PRIOR TO JUMPER
- RECOMMENDATIONS FOR COAXIAL CABLE CONNECTIONS WILL BE THE CONTRACTOR'S RESPONSIBILITY TO CORRECT.
- A. CALIBRATED TORQUE WRENCH SHALL BE USED ON ALL RF CONNECTIONS.
- CONTRACTOR TO CONFIRM ANTENNAS SPEC. MODEL, QUANTITIES, AZIMUTHS AND ANTENNA MOUNT HEIGHT) WITH EXELIS INC./CONSTRUCTION MANAGER PRIOR TO INSTALLATION.

FINAL ANTENNA & MOUNT ADJUSTMENTS SHALL BE COMPLETED USING A MODEL # SPANIX NEX INFORMATION CAN BE FOUND ON THE WEB AT WWW.SPANIX.COM/INDEX.PHP FINAL DATA SHALL BE INCLUDED IN THE CLOSE-OUT PACKAGE

NOTE: 0 = NORTH CALCULATING CLOCKWISE IS USED FOR DETERMINING AZIMUTHS.



COAX LAYOUT DETAIL

2 NOT TO SCALE

ANTENNAS SPECIFICATIONS

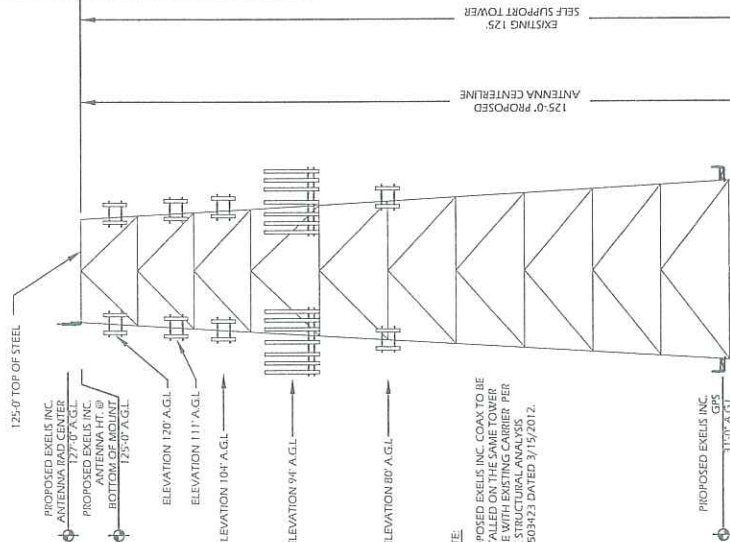
ID	AZIMUTH/ IN DEGREES	MAKE	QTY	MODEL	ISO CENTER	LENGTH	SIZE*	CABLE TYPE	COLOR CODE	QTY
1	XX°	DB SYSTEMS	1	DB20	127"	167"	1 1/2"	COAX	RED	1
2	XX°	GPS	2	BULLET III GPS	31"	40"	1/4" BNC 1/2"			

* CONTRACTOR TO VERIFY COAX SIZE BASED ON LENGTH OF RUN

ANTENNA SYSTEM MARKING AND LABELING

1 NOT TO SCALE

NOTE: LIGHTNING RODS ONLY INSTALLED WHEN EXELIS INC. 6 AT THE TOP OF THE TOWER OR THE ONLY TOWER ON TOWER TO BE SUPPLIED BY EXELIS INC. SEE SHEET A-3 FOR DETAILS



NOTE:

PROPOSED EXELIS INC. COAX TO BE INSTALLED ON THE SAME TOWER FACE WITH EXISTING CARRIER PER 418503423 DATED 3/15/2012.

TOWER PROFILE

3 NOT TO SCALE

- TOWER PROFILE NOTES:
- CONTRACTOR TO VERIFY ANTENNA SPEC. MODEL, QUANTITIES, AZIMUTHS AND ANTENNA MOUNT HEIGHT) WITH EXELIS INC./CONSTRUCTION MANAGER PRIOR TO INSTALLATION.
 - CONTRACTOR TO CONFIRM ANTENNAS SPEC. MODEL, QUANTITIES, AZIMUTHS AND ANTENNA MOUNT HEIGHT) WITH EXELIS INC./CONSTRUCTION MANAGER PRIOR TO INSTALLATION.
 - THE PROPOSED TOWER, ANTENNA ATTACHMENT WITH TOWER ANALYSIS REPORT.
 - CONTRACTOR TO REFER TO RFUS FOR ANTENNA LAYOUT.

ATC TOWER SERVICES, INC.
8505 FREEDOM PARKWAY
SUITE 135
IRVING, TEXAS 75039
(972) 999-8900 FAX
(972) 999-8910 FAX
NYS AMT

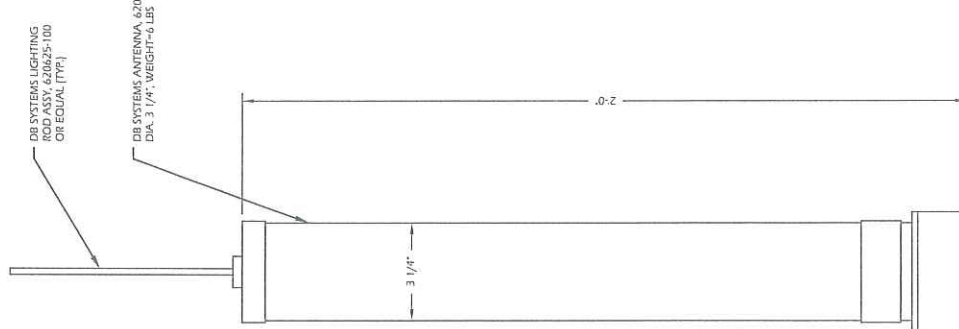
DO NOT SCALE DRAWINGS.
CONTRACTOR MUST VERIFY ALL DIMENSIONS AND LOCATIONS. CONSULTANTS OF ANY ERRORS OR OMISSIONS. NO VARIATIONS OR MODIFICATIONS TO WORK SHOWN SHALL BE IMPLEMENTED WITHOUT THE WRITTEN APPROVAL OF THE DESIGNER. PREVIOUS ISSUES OF THE DRAWING ARE SUPERSEDED BY THE LATEST REVISION. ALL DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF EXELIS, INC. HERRINGTON, VA. 20170.

PROFESSIONAL ENGINEER
RAPHAEAL I. MOHAMED
002-058844
STATE OF ILLINOIS
8/31/12

EXELIS
17939 Windridge Drive
SUITE 400
HERRINGTON, VA. 20170
NOTICE: THE EXELIS COMPANY PROVIDES ANY INFORMATION HEREIN IN UNCORRECTED FORM. IT MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT THE WRITTEN CONSENT OF EXELIS, INC.

BENSENVILLE
SV206-01
602 N. YORK RD
BENSENVILLE, IL 60106-3032

ATC SITE NO: 92111
DRAWN BY: JL
REV: 0
ATC JOB NO: 4850346
SHEET: A-2

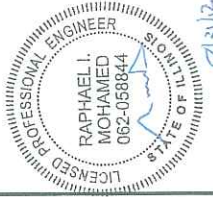
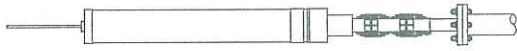
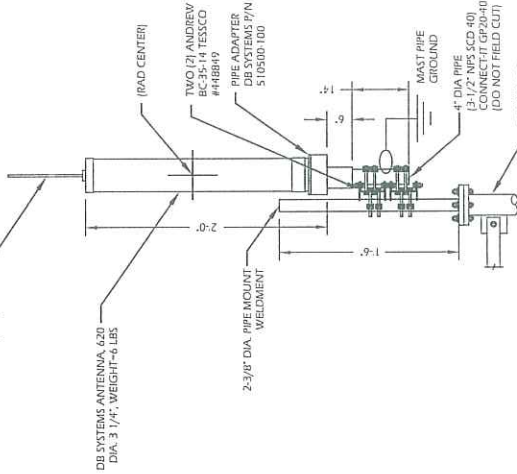


1. ATTACH [N-TYPE] CABLE CONNECTOR TO ANTENNA CONNECTOR USING MANUFACTURER'S SUPPLIED TORQUE WRENCH (ANDREW PART # 244379) WITH 15-20 IN-LBS (INCH-POUNDS) OF TORQUE.

NOTES:

- A. LIGHTNING RODS ONLY INSTALLED WHEN EXELIS INC. IS AT THE TOP OF THE TOWER OR ONLY TENANT ON TOWER (TO BE SUPPLIED BY EXELIS INC.)
- B. TORQUE ALL 1/2" HARDWARE TO 50-60 FT-LBS.
- C. TORQUE ALL 5/8" HARDWARE TO 100-120 FT-LBS.

DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS OR OMISSIONS. NO VARIATIONS OR MODIFICATIONS TO WORK SHOWN SHALL BE IMPLEMENTED WITHOUT PRIOR WRITTEN APPROVAL. ALL PREVIOUS ISSUES OF THE DRAWING ARE SUPERSEDED BY THE LATEST REVISION. ALL DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF EXELIS, INC. HERNDON, VA. 2017



ITT EXCELIS

12930 Worldgate Drive
SUITE 400
Herndon, VA, 20170

BENSENVILLE
SV206-01
602 N. YORK RD
BENSENVILLE, IL 60106-3032

ATC SITE NO.: 92111

DRAWN BY:	JL	REV:	0
ATC JOB NO.:	485034K6		

SHEET: A-3

DBS 620 MOUNTING DETAIL

DBS 620 ANTENNA DETAIL

ANTENNA MOUNTING DETAILS

NOT TO SCALE

For Office Use Only

Date of Submission: 10/30/12 MUNIS Account #: #3027 CDC Case #: 2012-38

COMMUNITY AND ECONOMIC DEVELOPMENT COMMISSION
APPLICATION

Development Name/Location: #9211 Exelis

Property Identification Number(s) (PIN): 03-11-202-048-000

A. OWNER:

Name Lisa Kohn Corporation (if applicable)
2400 N. Glenville Dr
Street
Richardson TX 75082
City State Zip Code

Contact Person Telephone Number & Email Address

972-729-6710

If Owner is a Land Trust, list the names and addresses of the beneficiaries of the Trust.

Owner Signature: Lisa E Kohn Date: October 30, 2012

B. APPLICANT:

Name Christopher Flick Corporation (if applicable)
1101 Perimeter Dr #700
Street
Schaumburg IL 60173
City State Zip Code
Christopher Flick 847-240-1508 x2574
Contact Person Telephone Number & Email Address

Tower Owner Christopher.Flick@AmericasTower.com
Relationship of Applicant to subject property

Applicant Signature: PL JH Date: 10/19/2012

C. ACTION REQUESTED (Check applicable):

- ☐ Annexation
- ☐ Variance
- ☐ Site Plan
- ☐ Master Sign Plan
- ☐ Preliminary Planned Unit Development*
- ☐ Final Planned Unit Development*
- ☐ Preliminary Plat of Subdivision
- ☐ Final Plat of Subdivision
- ☒ Conditional Use Permit
- ☐ Rezoning (Map Amendment)

*See staff for additional information on PUD requests

SUBMITTAL REQUIREMENTS:

- ☒ Affidavit of Ownership (original, signed) **App.**
- ☒ Application (2 initial copies)
- ☒ Approval Criteria (2 initial copies) **App**
- ☒ Review Fee
- ☒ Escrow agreement and deposit **App**
- ☒ Legal Description
- ☒ Plat of Survey (2 initial copies)
- ☒ Site Plan (5 initial copies)
- ☒ Building Plans & Elevations (5 initial copies)
- ☒ Landscape Plan (5 initial copies)
- ☒ Digital Submission of all application materials (CD)

Brief Description of Request(s)

Collocation for wireless equipment onto existing self support tower. 10x10 equipment pad located in existing fenced compound. Single antenna @ 125' rad center. 2 GPS antennas @ 31' rad.

D. PROJECT DATA:

1. General description of the site: Existing telecommunications tower & compound.

2. Acreage of the site: 2500 sq ft Building Size (if applicable): —

3. Is this property within the Village limits? (Check applicable below)

☒ Yes

☐ No, requesting annexation

☐ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.

4. List any controlling agreements (annexation agreements, Village Ordinances, site plans)

Ordinance #19-82 & #65-2007

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	<u>C-4</u>	<u>Comm. Tower/Manufacturing</u>	<u>Bensenville</u>
North:	<u>C-4</u>	<u>Vacant</u>	<u>Bensenville</u>
East:	<u>Planned Dev. O'Hare</u>	<u>City of Chicago</u>	<u>City of Chicago</u>
South:	<u>C-4</u>	<u>Vacant</u>	<u>Bensenville</u>
West:	<u>C-4</u>	<u>Warehouse</u>	<u>Bensenville</u>

E. APPROVAL CRITERIA:

1. Select the "Approval Criteria" from the list(s) pertaining to the applicant's request(s).
2. The applicant must compose a letter describing the specific request(s) and how the request(s) specifically meets the individual criteria from the list. The CDC will be unable to approve a request without a comprehensive response for the "Approval Criteria."

F. DEVELOPER'S STAFF:

ARCHITECT

Name: ATC Tower Services

Telephone: 972-999-8900

Email: _____

ENGINEER:

Name: _____

Telephone: _____

Email: _____

ATTORNEY

Name: _____

Telephone: _____

Email: _____

OTHER

Name: _____

Telephone: _____

Email: _____



Village of Bensenville
12 South Center St
Bensenville, IL 60106

October 23rd, 2012

Re: 602 York Rd. Conditional Use Permit Approval Criteria Letter

To Whom It May Concern,

Please accept this letter to satisfy 'Municipal Code Section 10-3-4:C Approval Criteria for Conditional Uses'.

- 1) **Traffic:** No increase in traffic volume is expected as this is an unmanned facility and only sporadic maintenance would need to be performed during the course of operation.
- 2) **Environmental Nuisance:** This is a proposed collocation of equipment onto an existing wireless communications tower and a cabinet within the current leased area. By collocating we will not need to apply for an additional tower in the Village reducing visual impact of the proposed installation. The site itself produces no waste, dust, glare, odor and only minimal sound from an internal cooling source.
- 3) **Neighborhood Character:** Our proposed installation involves installing additional equipment onto an existing wireless communications tower as well as utilizing available space within the existing compound for an additional radio equipment cabinet. The installation conforms to the current use and will not change the current character of the area.
- 4) **Use of Public Services and Facilities:** The proposed installation will not require any additional service beyond the currently provided to the facility. Power and Telephony will be provided by ComEd and the LEC respectively.
- 5) **Public Necessity:** This installation is part of a national initiative to aid in the FAA in tracking of both air traffic and aircraft currently on the ground. The increased safety and security of this system will benefit flights as well as provide the same relating to Homeland Security.
- 6) **Other Factors:** We submit to the board that this proposal fits the current use and will not disrupt the surrounding area.

Thank you for your consideration

Sincerely,

Christopher S. Flick

Christopher S. Flick
Project Manager – Network Development
American Tower Services



COMMUNITY DEVELOPMENT COMMISSION

STAFF REPORT

HEARING DATES: November 19, 2012
CASE #: 2012 – 38
PROPERTY: 602 N. York Road
PROPERTY OWNER: Lisa Kahn
APPLICANT: American Tower Corp. – Christopher Flick
ACREAGE: 2500 sq. ft.
PIN NUMBER: 03 – 11 – 202 – 048
REQUEST: Conditional Use Permit Amendment to Ordinance #65-2007 to allow for the installation of an additional antenna above 35', Municipal Code Section 10 – 15 – 2C

SURROUNDING LAND USE:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	C – 4	Communications Tower	Special Planning Area; General Commercial	Village of Bensenville
North	C – 4	Vacant	Special Planning Area; General Commercial	Village of Bensenville
South	C – 4	Vacant	Special Planning Area; General Commercial	Village of Bensenville
East	Planned Development	O'Hare Airport	N/A	City of Chicago
West	C - 4	Warehouse	Special Planning Area; General Commercial	Village of Bensenville

SUMMARY:

The property in question is zoned C – 4 Regional Destination PUD Commercial. The 600 – 602 property is improved with a one-story brick building and an existing 125' telecommunications tower on the northeast portion of the site. The applicant seeks a collocation of equipment including a single antenna mounted at 125' and two (2) GPS antenna at

31' in addition to a 10' x 10' equipment pad within the existing fenced area.

PUBLIC NOTICE:

1. A Legal Notice was published in the Daily Herald on Saturday November 3, 2012. 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 November 2, 2012.
3. On Friday November 2, 2012 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:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

Finance: There is an unpaid utility billing balance as of October 29, 2012 for \$562.33 on 600 N. York Road. Outstanding balance must be addressed before scheduling for the Village Board can be permitted.

Police:

1. No comments or concerns.

Engineering:

1. No comments or concerns.

Public Works:

1. No Public Works issues.

Community & Economic Development:

Economic Development

1. No comment.

Inspectional Services

1. Hydrant placement, fire lanes, and key box location have met requirements.
2. No fire related issues observed.

Building

1. A full building permit review will be completed upon approval of the Village Board.

Community Development

1. The property in question falls within the C – 4 Regional Destination PUD Commercial District.
2. The telecommunications tower in question is erected adjacent to the northwest corner of the existing 600 N. York Road building.
3. A Conditional Use Permit was granted by the Village to MCI Telecommunications in Ordinance #19-82 on June 3, 1982 for the construction of a telecommunications relay tower not to exceed the height of 125'.
4. American Tower Corporation purchased the tower in 1998.
5. In 2007, a Conditional Use Permit was granted for American Tower Corporation in Ordinance #65-2007 to add twelve (12) antennae and one equipment shelter to an existing telecommunications tower and site, respectively.
6. The request now is to amend the 2007 Ordinance to include the installation of an antenna at the top of the 125' tower bringing the overall structural height to 127' as it exceeds the maximum permitted mounting height of 35'.
7. The requested development of the site includes the collocation of wireless equipment onto an existing self-support tower, a 10' x 10' equipment pad located within the existing fenced area and the mounting of a single antenna at 125' rad center and two (2) GPS antenna at 31' rad center.
8. As the unpaid balance is found at the 600 N. York Road and no legal subdivision has been documented to Staff knowledge, the burden of the unpaid balance will need to be resolved by the applicant.
9. The unpaid balance identified in the Finance Department comments shall be resolved prior to this issue being placed on a Village board agenda. Municipal Code Section 8 – 7 – 8 states in part "Notwithstanding anything in this code to the contrary, no building permits, occupancy permits, zoning certificates, business licenses, or any other village issued permit or license of any kind or type shall be issued

to any applicant therefore if such applicant is indebted to the village for any overdue bill or fee, including, but not limited to, any overdue bill for water and sewer services."

10. The existing location data for the site includes the following:

a. Ground Space

- i. Two Sprint/Nextel Shelters
- ii. One Sprint/Nextel Cabinet
- iii. One AT & T Mobility Shelter
- iv. One Aircell Shelter

b. Tower Space

- i. 40 panel antennas in total
- ii. Two GPS antennas in total

11. The proposed installation is part of a national initiative to aid in FAA tracking both air and ground traffic. As such, Staff finds the two (2) feet of additional antenna of relatively small visual impact.

The review and recommendation of the Conditional Use Permit 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.

No increase in traffic volume is expected as the subject property is an unmanned facility and only sporadic maintenance would need to be performed during the course of operation.

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.

As this is a proposed collocation of equipment onto an existing wireless communications tower, it prevents the need for an additional tower to be built. The site itself produces no waste, dust, glare, odor and only minimal sound from an internal cooling source.

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 proposed installation involves additional equipment being added onto an existing wireless communications tower as well as utilizing available space within the existing compound for an additional radio equipment cabinet. The installation conforms to the current use and will not change the current character of 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.

The proposed installation will not require any additional service beyond the currently provided to the facility. Power and Telephony will be provided by ComEd and the LEC.

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.

The proposed installation is part of a national initiative to aid in the FAA in tracking of both air traffic and aircraft currently on the ground. The increased safety and security of this system will benefit flights as well as provide the same relating to Homeland Security.

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.

Other factors are subject to the Commission's judgment.

Conditional Use Approval Criteria	Meets Criteria	
	Yes	No
1. Traffic	X	
2. Environmental Nuisance	X	
3. Neighborhood Character	X	
4. Public Services and Facilities	X	
5. Public Necessity	X	
6. Other Factors	X	

Staff finds all Approval Criteria have been met.

RECOMMENDATIONS:

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

1. The Conditional Use Permit Amendment be granted solely to American Towers, Inc. and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of the sale or lease of this property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new proprietor without amendment to the Conditional Use Permit, or if the CDC deems that the new proprietor contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit.
2. The property shall be developed and utilized in substantial conformance to the plans to be submitted as part of this application prepared by ITT Exelis for American Tower Corp. dated 08.31.12.

Respectfully Submitted,
Department of Community
& Economic Development

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

MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

November 19, 2012

CALL TO ORDER: The meeting was called to order by Chairman Moruzzi at 6:30 p.m.

ROLL CALL : Upon roll call the following Commissioners were present:
Moruzzi, Janowiak, Rowe, Pisano, Ventura, Weldon
Absent: James
A quorum was present.

Commissioner Ventura was not allowed to vote on matters of the meeting due to regulations set forth in the Illinois Open Meetings Act.

JOURNAL OF PROCEEDINGS:

The minutes of the Special Community Development Commission of October 28, 2012 were presented.

Motion: Commissioner Pisano made a motion to approve the minutes as presented. Commissioner Weldon seconded the motion.

Roll Call: Ayes: Moruzzi, Janowiak, Rowe, Weldon

Nays: None

Abstained: Pisano

Motion carried.

Chairman Moruzzi swore in members of the staff and audience under oath that planned to give testimony.

Public Hearing: CDC Case Number 2012-38
Petitioner: American Tower; Christopher Flick
Location: 602 N. York Road
Request: Amendment to Conditional Use Permit to Allow Installation of an Additional Antenna Above the Maximum Allowed Height of 35 Feet.

Motion: Commissioner Weldon made a motion to open CDC Case Number 2012-38. Commissioner Janowiak seconded the motion.

ROLL CALL : Upon roll call the following Commissioners were present:
Moruzzi, Janowiak, Rowe, Pisano, Ventura, Weldon
Absent: James
A quorum was present.

Commissioner Ventura was not allowed to vote on the CDC Case due to regulations set forth in the Illinois Open Meetings Act.

Chairman Moruzzi opened the Public Hearing for CDC Case Number 2012-38 at 6:33 p.m.

Planner, Victoria Kosman, stated a legal notice was published in the Daily Herald on November 3, 2012 and that a certified copy of the legal notice is maintained in the CDC file and available for viewing. Ms. Kosman also stated that Village Staff posted a notice of the Public Hearing sign on the property on November 2, 2012. Ms. Kosman stated on November 2, 2012 Village Staff mailed first class notice of the public hearing to taxpayers of record within 250 feet of the property in question.

Christopher Flick of American Tower was present and previously sworn in by Chairman Moruzzi. Mr. Flick stated the amendment was to allow a gps devise on the tower for O'Hare Airport. Mr. Flick stated the proposed installation has been reviewed and approved by the FAA. Mr. Flick reviewed the approval criteria for the proposed amendment as requested by Chairman Moruzzi.

Commissioner Pisano asked if the proposed antenna was a new FAA requirement. Mr. Flick stated the proposed antenna was a new requirement set forth by the FAA.

Commissioner Pisano asked if the proposed antenna will cause any type of residential interference. Mr. Flick stated there will be no interference with any residential or commercial occupants.

Chairman Moruzzi asked if there were any concerns with the height of the tower from the FAA. Mr. Flick stated the FAA has reviewed the proposed antenna and there have been no issues with the plans.

There were no other questions from the Commissioners.

Planner, Victoria Kosman reviewed the Village Staff report with the Commission. Ms. Kosman stated the outstanding utility bill has been paid and is no longer an issue. Ms. Kosman stated Staff recommends approval of the amendment with the following conditions:

1. The Conditional Use Permit Amendment be granted solely to American Towers, Inc. and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of the sale or lease of this property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new proprietor without amendment to the Conditional Use Permit, or if the CDC deems that the new proprietor contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit.
2. The property shall be developed and utilized in substantial conformance to the plans to be submitted as part of this application prepared by ITT Exelis for American Tower Corp. dated 08.31.12.

There were no questions from the Commissioners.

Public Comment:

Chairman Moruzzi asked if there was any member of the Public that would like to give testimony. There were none.

Motion:

Commissioner Rowe made a motion to close the Public Hearing for CDC Case Number 2012-38. Commissioner Janowiak seconded the motion.

Roll Call: Ayes: Moruzzi, Janowiak, Rowe, Pisano, Weldon

Nays: None

All were in favor. Motion carried.

Chairman Moruzzi closed the Public Hearing for CDC Case Number 2012-38 at 6:44 p.m.

Motion: Commissioner Weldon made a motion to approve the findings of facts for the variances for CDC Case Number 2012-38 consisting of:

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. No increase in traffic volume is expected as the subject property is an unmanned facility and only sporadic maintenance would need to be performed during the course of operation.
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. As this is a proposed collocation of equipment onto an existing wireless communications tower, it prevents the need for an additional tower to be built. The site itself produces no waste, dust, glare, odor and only minimal sound from an internal cooling source.
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 proposed installation involves additional equipment being added onto an existing wireless communications tower as well as utilizing available space within the existing compound for an additional radio equipment cabinet. The installation conforms to the current use and will not change the current character of 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. The proposed installation will not require any additional service beyond the currently provided to the facility. Power and Telephony will be provided by ComEd and the LEC.

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. The proposed installation is part of a national initiative to aid in the FAA in tracking of both air traffic and aircraft currently on the ground. The increased safety and security of this system will benefit flights as well as provide the same relating to Homeland Security.

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. Other factors are subject to the Commission's judgment.

Commissioner Rowe seconded the motion.

Roll Call: Ayes: Moruzzi, Janowiak, Rowe, Pisano, Weldon

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Weldon made a motion to approve the conditional use requested for CDC Case No. 2012-38 with Staff's recommendations Commissioner Pisano seconded the motion.

Roll Call: Ayes: Moruzzi, Janowiak, Rowe, Pisano, Weldon

Nays: None

All were in favor. Motion carried.

Public Hearing: CDC Case Number 2012-32
Petitioner: Linden Towers
Location: 6-24 S. Addison
Request: Master Sign Plan

Motion: Commissioner Pisano made a motion to continue Public Hearing CDC Case Number 2012-32 until December 10, 2012.
Commissioner Weldon seconded the motion.

All were in favor. Motion carried.

Report from Community Development

Motion: Commissioner Pisano made a motion to appoint Commissioner Weldon as Chairman Pro Tem in the absence of Chairman Moruzzi. Commissioner Rowe seconded the motion.

Roll Call: Ayes: Moruzzi, Janowiak, Rowe, Pisano, Weldon

Nays: None

All were in favor. Motion carried.

Mr. Viger reviewed both recent Village Board actions and prior CDC cases along with upcoming cases.

Mike Moruzzi, Chairman
Community Development Commission

19-82

ORDINANCE GRANTING CONDITIONAL
PERMITTED USE

WHEREAS, the real estate legally described on Exhibit A hereto is within the corporate limits of the Village of Bensenville and classified in the M1 Limited Manufacturing District under the Zoning Ordinance of the Village of Bensenville; and

WHEREAS, the Petitioner, MCI Telecommunications, has requested the granting of a Conditional Permit for the use of the subject property for the construction of maintenance and operation of a telecommunications relay tower with a height of 125 feet from the subject property; and

WHEREAS, the M1 Limited Manufacturing District Regulations allow a radio and television use exceeding a maximum height otherwise set forth in the Zoning Regulations, but only upon the enactment of a Conditional Permit for the use; and

WHEREAS, the Plan Commission of the Village of Bensenville held a Public Hearing on the issuance of the proposed Conditional Permit pursuant to the provisions of the Zoning Ordinance of the Village of Bensenville; and

WHEREAS, the Plan Commission has, by Recommendation dated May 4, 1982, recommended to the Board of Trustees that a Conditional Permit be issued to MCI Telecommunications for the proposed telecommunications relay tower; and

WHEREAS, the evidence adduced at the Public Hearing includes evidence of Permits obtained from all other governmental bodies having jurisdiction in the premises including, without limitation, the Federal Aviation Administration and the Federal Communications Commission; and

WHEREAS, all proceedings heretofore taken have been in compliance with all Statutes of the State of Illinois and Ordinances of the Village of Bensenville; and

WHEREAS, the Board of Trustees find that the issuance of a Conditional Permit for the erection, operation and maintenance of a telecommunications relay tower not exceeding 125 feet in height on the subject property is in the best interests of the Village of Bensenville and the Petitioner, and will promote public convenience, necessity and the public welfare.

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: That a Conditional Permit be, and the same is hereby enacted and issued allowing MCI Telecommunications, its successors and assigns, to construct, operate and maintain a telecommunications relay tower on the property described on Exhibit A attached hereto.

SECTION TWO: That the construction of the said telecommunications relay tower shall be constructed on the subject property at the location and in the manner described on the plans and specifications heretofore filed and approved by the Department of Public Works of the Village of Bensenville.

SECTION THREE: That an appropriate notation of the issuance of this Conditional Permit be affixed to the Zoning Map of the Village of Bensenville from time to time hereafter published.

SECTION FOUR: That all ordinances, or parts of ordinances in conflict herewith be, and the same are, hereby repealed.

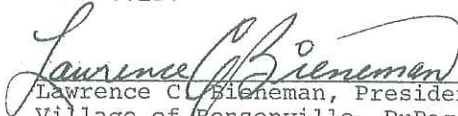
SECTION FIVE: This ordinance shall take effect upon its passage and approval in the manner provided by law.

AYES: DACCARDO, JAKUBOWSKI, KISZKA, WANZUNG, WHITE, WOJCIK

NAYS: NONE ABSENT: None

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 3rd day of June, 1982.

APPROVED:


Lawrence C. Bieneman, President of the
Village of Bensenville, DuPage and Cook
Counties, Illinois

ATTEST:


Jos. R. Henderson, Village Clerk

(SEAL OF THE VILLAGE)

EXHIBIT A

East 190.84 feet of Lot 2 in Klefstad's Bensenville Industrial
Park in Northeast 1/4 of Section 11, Township 40 North, Range
11, East of the Third Principal Meridian in DuPage County, Illinois.

**VILLAGE OF BENSENVILLE
12 S. CENTER STREET
BENSENVILLE, ILLINOIS 60106**

ORDINANCE NO. 65-2007

**AUTHORIZING CONDITIONAL USE TO ADD 12 ANTENNAE AND ONE
EQUIPMENT SHELTER TO AN EXISTING 120' TELECOMMUNICATIONS TOWER
602 N. YORK ROAD, BENSENVILLE AMERICAN TOWER CORPORATION (CDC
CASE NO. 091007-1)**

**ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF BENSENVILLE
THIS 20TH DAY OF NOVEMBER, 2007**

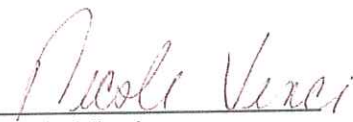
**Published in pamphlet form by authority of the President and Board of Trustees of the
Village of Bensenville, DuPage and Cook Counties, Illinois this 21ST day of November,
2007.**

STATE OF ILLINOIS)
)
COUNTIES OF COOK) SS
)
AND DUPAGE)

I, Nicole Vinci, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois, and as such officer, I am the keeper of the records and files of said Village;

I do further certify that the foregoing constitutes a full, true and correct copies of the Village of Bensenville's Ordinance No. 65-2007 entitled Authorizing Conditional Use to Add 12 Antennae and One Equipment Shelter to an Existing 120' Telecommunications Tower 602 N. York Road, Bensenville American Tower Corporation (CDC Case No. 091007-1).

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 21st day of November, 2007.



Nicole Vinci
Deputy Village Clerk

SEAL

ORDINANCE NO. 65-2007

**AUTHORIZING CONDITIONAL USE TO ADD 12 ANTENNAE AND ONE
EQUIPMENT SHELTER TO AN EXISTING 120' TELECOMMUNICATIONS
TOWER**

**602 N. YORK ROAD, BENSENVILLE
AMERICAN TOWER CORPORATION
(CDC CASE NO. 091007-1)**

WHEREAS, the Subject Property is legally described on Exhibit "A" attached hereto and made a part hereof, is commonly known as 602 N. York Road, Bensenville, Illinois 60106, and is assigned the following P.I.N.: 03-11-202-048.

WHEREAS the Subject Property is zoned C-4, Regional Destination Commercial under the Bensenville Zoning Ordinance; and

WHEREAS, on or about August 27, 2007 American Tower Corporation, as both Owner and Applicant, filed an application (the "Application") with the Village of Bensenville (the "Village") seeking the granting of a conditional use permit to add 12 antennae and one equipment shelter to an existing 120' telecommunications tower on the Subject Property as is required by the Village's Code of Ordinances. A copy of the Application is attached hereto as Exhibit "B" and made a part hereof; and

WHEREAS, on or about September 10, 2007 the Village's Community Development Commission conducted hearings on the Application and on September 10, 2007 forwarded its recommendation (the "Recommendation") to the Village's Corporate Authorities, a copy of the Recommendation is attached hereto and incorporated herein as Exhibit "C"; and

WHEREAS, the Applicant has requested that the conditional use be granted in conformance with the plan prepared by Terra Consulting Group, Ltd., consisting of four (4) sheets (to wit: Title Sheet, Location Plan, Site Plan, Site Elevation), dated May 16, 2007 and modified through June 18, 2007, copies of which are attached hereto as Group Exhibit "D" and made a part hereof (collectively, the "Approved Plans"); and

WHEREAS, pursuant to Section 10-3A-9.D of the Bensenville Village Code, the Village's Corporate Authorities are required to make certain findings with respect to the granting of conditional use approvals, which findings are described in Section 10-3-4.C of the Bensenville Village Code. Pursuant to said Sections, the Corporate Authorities find as follows:

1. A conditional use permit was previously granted by the Village to MCI on June 3, 1982 for the construction on the Subject Property of a

telecommunications relay tower not to exceed the height of 125'. American Tower Corporation purchased the tower in 1998.

2. There are twenty-seven (27) existing panel antennae on the existing tower on the Subject Property, with three (3) service providers each utilizing nine (9) of the panel antennae. There is also existing on the Subject Property two (2) equipment shelters for use by one (1) service provider.
3. That, subject to the conditions hereinafter set forth, there will be no adverse impact on traffic patterns, types or volumes as the facility is unmanned and site visits are conducted only once or twice monthly for routine maintenance.
4. That, subject to the conditions hereinafter set forth, the granting of the requested conditional use as proposed will cause no adverse environmental effects to the surrounding environment of a type or degree not characteristic of permitted uses in the C-4 district; and
5. That, subject to the conditions hereinafter set forth, the granting of the requested conditional use as proposed will blend in harmoniously with the existing character of surrounding, existing permitted uses; and
6. That, subject to the conditions hereinafter set forth, the granting of the requested conditional use as proposed will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the C-4 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; and
7. That, subject to the conditions hereinafter set forth, the granting of the requested conditional use as proposed will increase the cellular coverage for internet access for airplanes in the area and otherwise improve public safety, thus providing a service which is in the interest of public convenience.

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: That the foregoing recitals are hereby incorporated into this ordinance as substantive provisions thereof as though they were fully recited and set forth herein.

SECTION TWO: That a Conditional Use to add 12 antennae and one equipment shelter to an existing 120' telecommunications tower on the Subject Property is hereby granted, subject to the following conditions, which conditions shall be binding upon the Petitioner, its successors and assigns, and shall run with the land:

1. The Subject Property shall be developed, used, owned and occupied in strict conformance with the terms of this ordinance, the Approved Plans and the Village's Code of Ordinances; in the event of a conflict between any of the provisions contained in any of these controlling documents, the most restrictive provision shall be deemed to control; and
2. No zoning certificate, building permit or certificate of occupancy, if applicable, shall be issued for the Subject Property, or any future modifications and/or additions to same, unless (a) the application therefor conforms to the Approved Plans heretofore incorporated herein as Exhibit D; or (b) an amendment to the Approved Plans is approved pursuant to applicable provisions of the Village of Bensenville Zoning Ordinance; and
3. The equipment shelter to be constructed pursuant to the Approved Plans shall be screened and maintained in accordance with applicable Village codes; and
4. The Petitioner shall comply with and obtain all required permit approvals for the proposed use on the Subject Property; and
5. There shall be no additions, subtractions, deviations, amendments, substitutions or any other change to the Approved Plans herein without the prior written consent/approval of the Village corporate authorities.

SECTION THREE: The Village of Bensenville Director of Community Development may at any time revoke the conditional use permit issued herein for any one or more of the following reasons: (a) if the action taken after issuance is not consistent with plans and information submitted as part of the application therefor and given final approval; or (b) if any applicable provisions of the Bensenville Zoning Ordinance or any conditions to which the approval herein is made subject are not complied with; or (c) if after they are initially complied with, compliance with such conditions is not maintained at any time; or (d) if the use is not established, or any required building permit is not obtained and building started, within one year of the date of this approving ordinance. The Director of Community Development shall give the conditional use permit holder fifteen (15) business days' notice of any intended revocation and the reasons therefor and an opportunity within that period to answer any charges of noncompliance or to propose measures to bring the permitted action into compliance within a reasonable time.

SECTION FOUR: All ordinances or resolutions in conflict with this ordinance are, to the extent of said conflict, hereby repealed.

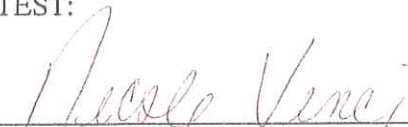
This Ordinance is in full force and effect from and after passage and publication according to law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 20th day of November, 2007.



John C. Geils, Village President

ATTEST:



Nicole Vinci, Deputy Village Clerk

AYES: _____ ADAMOWSKI, JOHNSON, MANDZIARA, TRALEWSKI, WILLIAMS

NAYS: _____ NONE

ABSTAIN: _____ NONE

ABSENT: _____ NONE

Published in Pamphlet Form



AMERICAN TOWER®
C O R P O R A T I O N

Structural Analysis Report

Structure : 125 ft Telex Hy-Gain Self Supported Tower

ATC Site Name : MCI Bensenville, IL

ATC Site Number : 92111

Proposed Carrier : ITT Corporation

Carrier Site Name : Bensenville/O'Hare

Carrier Site Number : 206-01

County : Du Page

Eng. Number : 48503423

Date : March 15, 2012*

Usage : 60% Legs, 69% Diagonals,
33% Horizontals

Result : Pass

Submitted by:
Christina Minor
Project Engineer

American Tower Engineering Services
400 Regency Forest Drive
Cary, NC 27518
Phone: 919-468-0112

Introduction

The purpose of this report is to summarize results of the structural analysis performed on the 125 ft Telex Hy-Gain Self Supported Tower located at 602 North York Road, Bensenville, IL 60106, Du Page County (ATC site #92111). The tower was originally designed and manufactured by Telex Hy-Gain in January 1982. Tower geometry and member sizes are based on a structural analysis by Malouf Engineering (Job #98-029, dated January 19, 1998).

Analysis

The tower was analyzed using Semaan Engineering Solutions, Inc., Software.

Basic Wind Speed: 90 mph (3-Second Gust)
 Radial Ice: 40 mph (3-Second Gust) w/ 3/4" ice
 Code: TIA-222-G / 2009 International Building Code

Antenna Loads

The following antenna loads were used in the tower analysis.

Existing Antennas

Elev. (ft)	Qty	Antennas	Mount	Coax	Carrier
120.0	6	Til-Tek TA-819-10H-39	Side Arm	(6) 7/8"	Aircell
111.0	6	Til-Tek TA-819-10V-39	Side Arm	(6) 7/8"	
104.0	9	48" x 12" Panel	Sector Frame	(9) 1 5/8"	
94.0	9	Andrew PCS19HA-11015-2	Sector Frame	(14) 1 ¼" (3) Type I Hybrid Fanout Cable (30 m)	Sprint Nextel
	2	KMW ET-X-TS-72-16-65-19-IR			
	1	KMW ET-X-TS-90-14-90-17-iR-SP			
	3	Samsung RRH-P4 (1.9 GHz)			
	3	Samsung RRH-C2 (External Filter)			
	3	Samsung RRH-C2 (800 MHz)			
80.0	12	Powerwave P65-16-XLH-RR	Sector Frame	(3) 1/8" (1) 3/8" (1) 2" Conduit (18) 7/8"	AT&T Mobility
	1	Ericsson 20.4" x 14.3" BOB			
	6	Ericsson RBS 6601			
	12	ADC CG-1900/800-DB-FB-DIN			
	6	Andrew CBC819			
31.0	1	GPS	Leg	(1) ½"	Aircell

Antenna Loads (continued)

Proposed Antennas

Elev. (ft)	Qty	Antennas	Mount	Coax	Carrier
125.0	1	dB Systems dBs 60	Side Arm	(2) 1 5/8"	ITT Corporation
31.0	2	Trimble Bullet III	Side Arm	(2) 1/2"	

Install proposed coax anywhere on the tower.

Results

The maximum structure usage is: 69%

Leg Forces	Current Analysis Reactions
Uplift (Kips)	92.1
Axial (Kips)	129.9
Shear (Kips)	22.2

The structure base reactions resulting from this analysis were found to be acceptable through analysis based on geotechnical and foundation information, therefore no modification or reinforcement of the foundation will be required. These calculations are located after the software output within this analysis.

Conclusion

Based on the analysis results, the structure meets the requirements per the TIA-222-G standard and the 2009 IBC.

The tower and foundation can support the existing and proposed antennas with the transmission line distribution as described in this report.

If you have any questions or require additional information, please call 919-466-5006.

Standard Conditions

All engineering services are performed on the basis that the information used is current and correct. This information may consist of, but is not necessary limited, to:

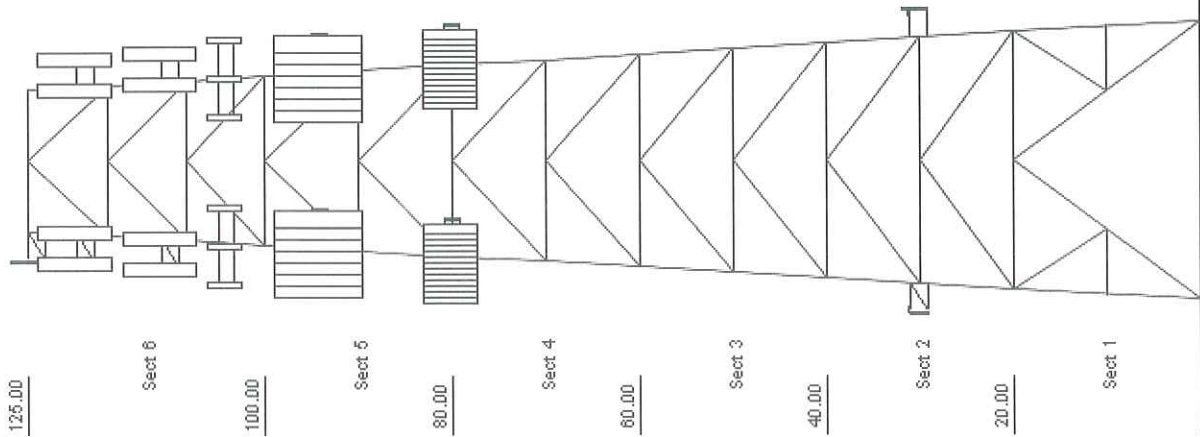
- Information supplied by the client regarding the structure itself, the antenna and feed line loading on the structure and its components, or other relevant information.
- Information from drawings in the possession of American Tower Corporation, or generated by field inspections or measurements of the structure.

It is the responsibility of the client to ensure that the information provided to ATC Engineering Services and used in the performance of our engineering services is correct and complete. In the absence of information to the contrary, we assume that all structures were constructed in accordance with the drawings and specifications and that their capacity has not significantly changed from the "as new" condition.

All services will be performed to the codes specified by the client, and we do not imply to meet any other codes or requirements unless explicitly agreed in writing. If wind and ice loads or other relevant parameters are to be different from the minimum values recommended by the codes, the client shall specify the exact requirement. In the absence of information to the contrary, all work will be performed in accordance with the latest relevant revision of ANSI/EIA-222.

All services are performed, results obtained, and recommendations made in accordance with generally accepted engineering principles and practices. ATC Engineering Services is not responsible for the conclusions, opinions and recommendations made by others based on the information we supply.

Copyright Semaan Engineering Solutions, Inc
 Loads: 90 mph no ice
 40 mph w/ 3/4" radial ice
 60 mph Serviceability



Job Information		
Tower : 92111	Location : MCI Bensenville, IL	Base Width : 29.75 ft
Code : ANSI/TIA-222 Rev G	Shape : Triangle	Top Width : 15.08 ft
Client : ITT Corporation		

Sections Properties			
Section	Leg Members	Diagonal Members	Horizontal Members
1	PST 36 ksi 8" DIA PIPE	DAE 36 ksi 3.5X3.5X0.25	DAE 36 ksi 3X3X0.25
2	PST 36 ksi 6" DIA PIPE	DAE 36 ksi 3.5X3.5X0.25	DAE 36 ksi 3X3X0.25
3	PST 36 ksi 6" DIA PIPE	DAE 36 ksi 3X3X0.25	DAE 36 ksi 3X3X0.25
4	PST 36 ksi 5" DIA PIPE	DAE 36 ksi 3X3X0.25	DAE 36 ksi 3X3X0.25
5	PST 36 ksi 5" DIA PIPE	DAE 36 ksi 3X3X0.25	DAE 36 ksi 2.5X2.5X0.25
6	PST 36 ksi 4" DIA PIPE	DAE 36 ksi 3X3X0.25	DAE 36 ksi 2.5X2.5X0.25

Discrete Appurtenance			
Elev (ft)	Type	Qty	Description
125.00	Straight Arm	1	Flat Side Arm
125.00	Whip	1	dB Systems dBs 620
120.00	Panel	6	Til-Tek TA-819-10H-39
120.00	Straight Arm	3	Round Side Arm
111.00	Straight Arm	3	Round Side Arm
111.00	Panel	6	Til-Tek TA-819-10V-39
104.00	Mounting Frame	3	Round Sector Frame
104.00	Panel	9	48" Panel
94.00	Panel	3	Samsung RRH-C2 (800 MHz)
94.00	Panel	3	Samsung RRH-C2 (External Filte
94.00	Panel	3	Samsung RRH-P4 (1.9 GHz)
94.00	Panel	1	KMW ET-X-TS-90-14-90-17-IR-SP
94.00	Panel	2	KMW ET-X-TS-72-16-65-19-IR
94.00	Mounting Frame	3	Round Sector Frame
94.00	Panel	9	Andrew PCS19HA-11015-2
80.00	Panel	6	Andrew CBC819
80.00	Panel	12	ADC CG-1900/800-DB-FB-DIN
80.00	Panel	6	Ericsson RBS 6601
80.00	Panel	1	Ericsson 20.4" x 14.3" BOB
80.00	Panel	12	Powerwave P65-16-XLH-RR
80.00	Mounting Frame	3	Flat Light Sector Frame
31.00	Straight Arm	2	Round Side Arm
31.00	Panel	2	Trimble Bullet III
31.00	Whip	1	GPS

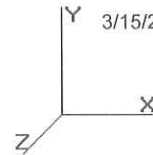
Linear Appurtenance		
Elev (ft)	From	To
0.000	125.00	2
0.000	124.99	2
0.000	124.99	1
0.000	120.00	6
0.000	111.00	6
0.000	104.00	9
0.000	94.000	3
0.000	94.000	14
0.000	80.000	18
0.000	80.000	1
0.000	80.000	1
0.000	80.000	3
0.000	79.990	1
0.000	31.000	2
0.000	31.000	1

Uplift 92.07 k
 Vert 129.81 k
 Horiz 22.16 k
 Moment 2,890.22 ft-k
 Total Down 53.20 k
 Total Shear 37.84 k

Site Number: 92111
 Location: MCI Bensenville, IL
 Code: ANSI/TIA-222 Rev G
 Struct Class: II
 Exposure: C
 Topo: 1

Copyright Semaan Engineering Solutions, Inc

3/15/2012 8:52:51 AM



Section Forces

LoadCase 1.2D + 1.6W Normal

90.00 mph Normal to Face with No Ice

Gust Response Factor : 0.85
 Dead Load Factor : 1.20
 Wind Load Factor : 1.60

Wind Importance Factor : 1.00

Sect Seq	Height (ft)	Wind qz (psf)	Total Flat Area (sqft)	Total Round Area (sqft)	Ice Round Area (sqft)	Sol Ratio	Cf	Df	Dr	Ice Thick (in)	Eff Area (sqft)	Linear Area (sqft)	Ice Linear Area (sqft)	Total Weight (lb)	Weight Ice (lb)	Struct Force (lb)	Linear Force (lb)	Total Force (lb)
6	112.5	22.87	28.40	18.79	0.00	0.11	2.92	1.00	1.00	0.00	35.92	41.80	0.00	6,551.6	0.0	3,260.07	1,184.7	4,444.85
5	90.00	21.82	22.24	18.59	0.00	0.10	2.95	1.00	1.00	0.00	29.62	46.14	0.00	5,813.4	0.0	2,591.69	1,175.7	3,767.41
4	70.00	20.69	25.91	18.58	0.00	0.10	2.96	1.00	1.00	0.00	33.26	57.73	0.00	6,996.7	0.0	2,770.34	1,417.4	4,187.78
3	50.00	19.28	27.99	22.13	0.00	0.10	2.95	1.00	1.00	0.00	36.76	57.73	0.00	7,715.8	0.0	2,846.53	1,320.5	4,167.11
2	30.00	17.31	32.95	22.13	0.00	0.10	2.95	1.00	1.00	0.00	41.72	59.47	0.00	8,575.5	0.0	2,900.76	1,215.3	4,116.06
1	10.00	14.98	31.71	28.82	0.00	0.10	2.95	1.00	1.00	0.00	43.14	60.88	0.00	8,613.2	0.0	2,593.59	1,072.4	3,666.06
														44,266.1	0.0	24,349.27		

LoadCase 1.2D + 1.6W 60 deg

90.00 mph 60 deg with No Ice

Gust Response Factor : 0.85
 Dead Load Factor : 1.20
 Wind Load Factor : 1.60

Wind Importance Factor : 1.00

Sect Seq	Height (ft)	Wind qz (psf)	Total Flat Area (sqft)	Total Round Area (sqft)	Ice Round Area (sqft)	Sol Ratio	Cf	Df	Dr	Ice Thick (in)	Eff Area (sqft)	Linear Area (sqft)	Ice Linear Area (sqft)	Total Weight (lb)	Weight Ice (lb)	Struct Force (lb)	Linear Force (lb)	Total Force (lb)
6	112.5	22.87	28.40	18.79	0.00	0.11	2.92	1.00	1.00	0.00	35.92	41.80	0.00	6,551.6	0.0	3,260.07	1,184.7	4,444.85
5	90.00	21.82	22.24	18.59	0.00	0.10	2.95	1.00	1.00	0.00	29.62	46.14	0.00	5,813.4	0.0	2,591.69	1,175.7	3,767.41
4	70.00	20.69	25.91	18.58	0.00	0.10	2.96	1.00	1.00	0.00	33.26	57.73	0.00	6,996.7	0.0	2,770.34	1,417.4	4,187.78
3	50.00	19.28	27.99	22.13	0.00	0.10	2.95	1.00	1.00	0.00	36.76	57.73	0.00	7,715.8	0.0	2,846.53	1,320.5	4,167.11
2	30.00	17.31	32.95	22.13	0.00	0.10	2.95	1.00	1.00	0.00	41.72	59.47	0.00	8,575.5	0.0	2,900.76	1,215.3	4,116.06
1	10.00	14.98	31.71	28.82	0.00	0.10	2.95	1.00	1.00	0.00	43.14	60.88	0.00	8,613.2	0.0	2,593.59	1,072.4	3,666.06
														44,266.1	0.0	24,349.27		

LoadCase 1.2D + 1.6W 90 deg

90.00 mph 90 deg with No Ice

Gust Response Factor : 0.85
 Dead Load Factor : 1.20
 Wind Load Factor : 1.60

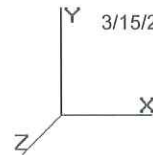
Wind Importance Factor : 1.00

Sect Seq	Height (ft)	Wind qz (psf)	Total Flat Area (sqft)	Total Round Area (sqft)	Ice Round Area (sqft)	Sol Ratio	Cf	Df	Dr	Ice Thick (in)	Eff Area (sqft)	Linear Area (sqft)	Ice Linear Area (sqft)	Total Weight (lb)	Weight Ice (lb)	Struct Force (lb)	Linear Force (lb)	Total Force (lb)
6	112.5	22.87	28.40	18.79	0.00	0.11	2.92	1.00	1.00	0.00	35.92	41.80	0.00	6,551.6	0.0	3,260.07	1,184.7	4,444.85
5	90.00	21.82	22.24	18.59	0.00	0.10	2.95	1.00	1.00	0.00	29.62	46.14	0.00	5,813.4	0.0	2,591.69	1,175.7	3,767.41
4	70.00	20.69	25.91	18.58	0.00	0.10	2.96	1.00	1.00	0.00	33.26	57.73	0.00	6,996.7	0.0	2,770.34	1,417.4	4,187.78
3	50.00	19.28	27.99	22.13	0.00	0.10	2.95	1.00	1.00	0.00	36.76	57.73	0.00	7,715.8	0.0	2,846.53	1,320.5	4,167.11
2	30.00	17.31	32.95	22.13	0.00	0.10	2.95	1.00	1.00	0.00	41.72	59.47	0.00	8,575.5	0.0	2,900.76	1,215.3	4,116.06
1	10.00	14.98	31.71	28.82	0.00	0.10	2.95	1.00	1.00	0.00	43.14	60.88	0.00	8,613.2	0.0	2,593.59	1,072.4	3,666.06
														44,266.1	0.0	24,349.27		

Site Number: 92111
 Location: MCI Bensenville, IL
 Code: ANSI/TIA-222 Rev G
 Struct Class : II
 Exposure : C
 Topo : 1

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Section Forces

LoadCase 0.9D + 1.6W Normal

90.00 mph Normal to Face with No Ice (Reduced DL)

Gust Response Factor : 0.85
 Dead Load Factor : 0.90
 Wind Load Factor : 1.60

Wind Importance Factor : 1.00

Sect Seq	Height (ft)	qz (psf)	Total Flat Area (sqft)	Total Round Area (sqft)	Ice Round Area (sqft)	Sol Ratio	Cf	Df	Dr	Ice Thick (in)	Eff Area (sqft)	Linear Area (sqft)	Ice Linear Area (sqft)	Total Weight (lb)	Weight Ice (lb)	Struct Force (lb)	Linear Force (lb)	Total Force (lb)
6	112.5	22.87	28.40	18.79	0.00	0.11	2.92	1.00	1.00	0.00	35.92	41.80	0.00	6,551.6	0.0	3,260.07	1,184.7	4,444.85
5	90.00	21.82	22.24	18.59	0.00	0.10	2.95	1.00	1.00	0.00	29.62	46.14	0.00	5,813.4	0.0	2,591.69	1,175.7	3,767.41
4	70.00	20.69	25.91	18.58	0.00	0.10	2.96	1.00	1.00	0.00	33.26	57.73	0.00	6,996.7	0.0	2,770.34	1,417.4	4,187.78
3	50.00	19.28	27.99	22.13	0.00	0.10	2.95	1.00	1.00	0.00	36.76	57.73	0.00	7,715.8	0.0	2,846.53	1,320.5	4,167.11
2	30.00	17.31	32.95	22.13	0.00	0.10	2.95	1.00	1.00	0.00	41.72	59.47	0.00	8,575.5	0.0	2,900.76	1,215.3	4,116.06
1	10.00	14.98	31.71	28.82	0.00	0.10	2.95	1.00	1.00	0.00	43.14	60.88	0.00	8,613.2	0.0	2,593.59	1,072.4	3,666.06
															44,266.1	0.0		24,349.27

LoadCase 0.9D + 1.6W 60 deg

90.00 mph 60 deg with No Ice (Reduced DL)

Gust Response Factor : 0.85
 Dead Load Factor : 0.90
 Wind Load Factor : 1.60

Wind Importance Factor : 1.00

Sect Seq	Height (ft)	qz (psf)	Total Flat Area (sqft)	Total Round Area (sqft)	Ice Round Area (sqft)	Sol Ratio	Cf	Df	Dr	Ice Thick (in)	Eff Area (sqft)	Linear Area (sqft)	Ice Linear Area (sqft)	Total Weight (lb)	Weight Ice (lb)	Struct Force (lb)	Linear Force (lb)	Total Force (lb)
6	112.5	22.87	28.40	18.79	0.00	0.11	2.92	1.00	1.00	0.00	35.92	41.80	0.00	6,551.6	0.0	3,260.07	1,184.7	4,444.85
5	90.00	21.82	22.24	18.59	0.00	0.10	2.95	1.00	1.00	0.00	29.62	46.14	0.00	5,813.4	0.0	2,591.69	1,175.7	3,767.41
4	70.00	20.69	25.91	18.58	0.00	0.10	2.96	1.00	1.00	0.00	33.26	57.73	0.00	6,996.7	0.0	2,770.34	1,417.4	4,187.78
3	50.00	19.28	27.99	22.13	0.00	0.10	2.95	1.00	1.00	0.00	36.76	57.73	0.00	7,715.8	0.0	2,846.53	1,320.5	4,167.11
2	30.00	17.31	32.95	22.13	0.00	0.10	2.95	1.00	1.00	0.00	41.72	59.47	0.00	8,575.5	0.0	2,900.76	1,215.3	4,116.06
1	10.00	14.98	31.71	28.82	0.00	0.10	2.95	1.00	1.00	0.00	43.14	60.88	0.00	8,613.2	0.0	2,593.59	1,072.4	3,666.06
															44,266.1	0.0		24,349.27

LoadCase 0.9D + 1.6W 90 deg

90.00 mph 90 deg with No Ice (Reduced DL)

Gust Response Factor : 0.85
 Dead Load Factor : 0.90
 Wind Load Factor : 1.60

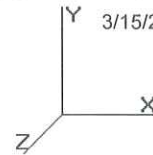
Wind Importance Factor : 1.00

Sect Seq	Height (ft)	qz (psf)	Total Flat Area (sqft)	Total Round Area (sqft)	Ice Round Area (sqft)	Sol Ratio	Cf	Df	Dr	Ice Thick (in)	Eff Area (sqft)	Linear Area (sqft)	Ice Linear Area (sqft)	Total Weight (lb)	Weight Ice (lb)	Struct Force (lb)	Linear Force (lb)	Total Force (lb)
6	112.5	22.87	28.40	18.79	0.00	0.11	2.92	1.00	1.00	0.00	35.92	41.80	0.00	6,551.6	0.0	3,260.07	1,184.7	4,444.85
5	90.00	21.82	22.24	18.59	0.00	0.10	2.95	1.00	1.00	0.00	29.62	46.14	0.00	5,813.4	0.0	2,591.69	1,175.7	3,767.41
4	70.00	20.69	25.91	18.58	0.00	0.10	2.96	1.00	1.00	0.00	33.26	57.73	0.00	6,996.7	0.0	2,770.34	1,417.4	4,187.78
3	50.00	19.28	27.99	22.13	0.00	0.10	2.95	1.00	1.00	0.00	36.76	57.73	0.00	7,715.8	0.0	2,846.53	1,320.5	4,167.11
2	30.00	17.31	32.95	22.13	0.00	0.10	2.95	1.00	1.00	0.00	41.72	59.47	0.00	8,575.5	0.0	2,900.76	1,215.3	4,116.06
1	10.00	14.98	31.71	28.82	0.00	0.10	2.95	1.00	1.00	0.00	43.14	60.88	0.00	8,613.2	0.0	2,593.59	1,072.4	3,666.06
															44,266.1	0.0		24,349.27

Site Number: 92111
 Location: MCI Bensenville, IL
 Code: ANSI/TIA-222 Rev G
 Struct Class : II
 Exposure : C
 Topo : 1

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Section Forces

LoadCase 1.2D + 1.0Di + 1.0Wi Normal

40.00 mph Normal with 0.75 in Radial Ice

Gust Response Factor : 0.85

Dead Load Factor : 1.20

Wind Load Factor : 1.00

Ice Dead Load Factor : 1.00

Wind Importance Factor : 1.00

Ice Importance Factor : 1.00

Sect Seq	Height (ft)	qz (psf)	Total Flat Area (sqft)	Total Round Area (sqft)	Ice Round Area (sqft)	Sol Ratio	Cf	Df	Dr	Ice Thick (in)	Eff Area (sqft)	Linear Area (sqft)	Ice Linear Area (sqft)	Total Weight (lb)	Weight Ice (lb)	Struct Force (lb)	Linear Force (lb)	Total Force (lb)
6	112.5	22.87	28.40	18.79	0.00	0.11	2.92	1.00	1.00	0.00	35.92	41.80	0.00	6,551.6	0.0	3,260.07	1,184.7	4,444.85
5	90.00	21.82	22.24	18.59	0.00	0.10	2.95	1.00	1.00	0.00	29.62	46.14	0.00	5,813.4	0.0	2,591.69	1,175.7	3,767.41
4	70.00	20.69	25.91	18.58	0.00	0.10	2.96	1.00	1.00	0.00	33.26	57.73	0.00	6,996.7	0.0	2,770.34	1,417.4	4,187.78
3	50.00	19.28	27.99	22.13	0.00	0.10	2.95	1.00	1.00	0.00	36.76	57.73	0.00	7,715.8	0.0	2,846.53	1,320.5	4,167.11
2	30.00	17.31	32.95	22.13	0.00	0.10	2.95	1.00	1.00	0.00	41.72	59.47	0.00	8,575.5	0.0	2,900.76	1,215.3	4,116.06
1	10.00	14.98	31.71	28.82	0.00	0.10	2.95	1.00	1.00	0.00	43.14	60.88	0.00	8,613.2	0.0	2,593.59	1,072.4	3,666.06
														44,266.1	0.0	24,349.27		

LoadCase 1.2D + 1.0Di + 1.0Wi 60 deg

40.00 mph 60 deg with 0.75 in Radial Ice

Gust Response Factor : 0.85

Dead Load Factor : 1.20

Wind Load Factor : 1.00

Ice Dead Load Factor : 1.00

Wind Importance Factor : 1.00

Ice Importance Factor : 1.00

Sect Seq	Height (ft)	qz (psf)	Total Flat Area (sqft)	Total Round Area (sqft)	Ice Round Area (sqft)	Sol Ratio	Cf	Df	Dr	Ice Thick (in)	Eff Area (sqft)	Linear Area (sqft)	Ice Linear Area (sqft)	Total Weight (lb)	Weight Ice (lb)	Struct Force (lb)	Linear Force (lb)	Total Force (lb)
6	112.5	22.87	28.40	18.79	0.00	0.11	2.92	1.00	1.00	0.00	35.92	41.80	0.00	6,551.6	0.0	3,260.07	1,184.7	4,444.85
5	90.00	21.82	22.24	18.59	0.00	0.10	2.95	1.00	1.00	0.00	29.62	46.14	0.00	5,813.4	0.0	2,591.69	1,175.7	3,767.41
4	70.00	20.69	25.91	18.58	0.00	0.10	2.96	1.00	1.00	0.00	33.26	57.73	0.00	6,996.7	0.0	2,770.34	1,417.4	4,187.78
3	50.00	19.28	27.99	22.13	0.00	0.10	2.95	1.00	1.00	0.00	36.76	57.73	0.00	7,715.8	0.0	2,846.53	1,320.5	4,167.11
2	30.00	17.31	32.95	22.13	0.00	0.10	2.95	1.00	1.00	0.00	41.72	59.47	0.00	8,575.5	0.0	2,900.76	1,215.3	4,116.06
1	10.00	14.98	31.71	28.82	0.00	0.10	2.95	1.00	1.00	0.00	43.14	60.88	0.00	8,613.2	0.0	2,593.59	1,072.4	3,666.06
														44,266.1	0.0	24,349.27		

LoadCase 1.2D + 1.0Di + 1.0Wi 90 deg

40.00 mph 90 deg with 0.75 in Radial Ice

Gust Response Factor : 0.85

Dead Load Factor : 1.20

Wind Load Factor : 1.00

Ice Dead Load Factor : 1.00

Wind Importance Factor : 1.00

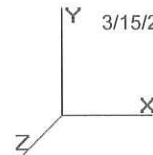
Ice Importance Factor : 1.00

Sect Seq	Height (ft)	qz (psf)	Total Flat Area (sqft)	Total Round Area (sqft)	Ice Round Area (sqft)	Sol Ratio	Cf	Df	Dr	Ice Thick (in)	Eff Area (sqft)	Linear Area (sqft)	Ice Linear Area (sqft)	Total Weight (lb)	Weight Ice (lb)	Struct Force (lb)	Linear Force (lb)	Total Force (lb)
6	112.5	22.87	28.40	18.79	0.00	0.11	2.92	1.00	1.00	0.00	35.92	41.80	0.00	6,551.6	0.0	3,260.07	1,184.7	4,444.85
5	90.00	21.82	22.24	18.59	0.00	0.10	2.95	1.00	1.00	0.00	29.62	46.14	0.00	5,813.4	0.0	2,591.69	1,175.7	3,767.41
4	70.00	20.69	25.91	18.58	0.00	0.10	2.96	1.00	1.00	0.00	33.26	57.73	0.00	6,996.7	0.0	2,770.34	1,417.4	4,187.78
3	50.00	19.28	27.99	22.13	0.00	0.10	2.95	1.00	1.00	0.00	36.76	57.73	0.00	7,715.8	0.0	2,846.53	1,320.5	4,167.11
2	30.00	17.31	32.95	22.13	0.00	0.10	2.95	1.00	1.00	0.00	41.72	59.47	0.00	8,575.5	0.0	2,900.76	1,215.3	4,116.06
1	10.00	14.98	31.71	28.82	0.00	0.10	2.95	1.00	1.00	0.00	43.14	60.88	0.00	8,613.2	0.0	2,593.59	1,072.4	3,666.06
														44,266.1	0.0	24,349.27		

Site Number: 92111
 Location: MCI Bensenville, IL
 Code: ANSI/TIA-222 Rev G
 Struct Class : II
 Exposure : C
 Topo : 1

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Section Forces

LoadCase 1.0D + 1.0W Service Normal

Serviceability - 60.00 Wind Normal

Gust Response Factor : 0.85
 Dead Load Factor : 1.00
 Wind Load Factor : 1.00

Wind Importance Factor : 1.00

Sect Seq	Height (ft)	qz (psf)	Total Flat Area (sqft)	Total Round Area (sqft)	Ice Round Area (sqft)	Sol Ratio	Cf	Df	Dr	Ice Thick (in)	Eff Area (sqft)	Linear Area (sqft)	Ice Linear Area (sqft)	Total Weight (lb)	Weight Ice (lb)	Struct Force (lb)	Linear Force (lb)	Total Force (lb)
6	112.5	22.87	28.40	18.79	0.00	0.11	2.92	1.00	1.00	0.00	35.92	41.80	0.00	6,551.6	0.0	3,260.07	1,184.7	4,444.85
5	90.00	21.82	22.24	18.59	0.00	0.10	2.95	1.00	1.00	0.00	29.62	46.14	0.00	5,813.4	0.0	2,591.69	1,175.7	3,767.41
4	70.00	20.69	25.91	18.58	0.00	0.10	2.96	1.00	1.00	0.00	33.26	57.73	0.00	6,996.7	0.0	2,770.34	1,417.4	4,187.78
3	50.00	19.28	27.99	22.13	0.00	0.10	2.95	1.00	1.00	0.00	36.76	57.73	0.00	7,715.8	0.0	2,846.53	1,320.5	4,167.11
2	30.00	17.31	32.95	22.13	0.00	0.10	2.95	1.00	1.00	0.00	41.72	59.47	0.00	8,575.5	0.0	2,900.76	1,215.3	4,116.06
1	10.00	14.98	31.71	28.82	0.00	0.10	2.95	1.00	1.00	0.00	43.14	60.88	0.00	8,613.2	0.0	2,593.59	1,072.4	3,666.06
														44,266.1	0.0	24,349.27		

LoadCase 1.0D + 1.0W Service 60 deg

Serviceability - 60.00 Wind 60 deg

Gust Response Factor : 0.85
 Dead Load Factor : 1.00
 Wind Load Factor : 1.00

Wind Importance Factor : 1.00

Sect Seq	Height (ft)	qz (psf)	Total Flat Area (sqft)	Total Round Area (sqft)	Ice Round Area (sqft)	Sol Ratio	Cf	Df	Dr	Ice Thick (in)	Eff Area (sqft)	Linear Area (sqft)	Ice Linear Area (sqft)	Total Weight (lb)	Weight Ice (lb)	Struct Force (lb)	Linear Force (lb)	Total Force (lb)
6	112.5	22.87	28.40	18.79	0.00	0.11	2.92	1.00	1.00	0.00	35.92	41.80	0.00	6,551.6	0.0	3,260.07	1,184.7	4,444.85
5	90.00	21.82	22.24	18.59	0.00	0.10	2.95	1.00	1.00	0.00	29.62	46.14	0.00	5,813.4	0.0	2,591.69	1,175.7	3,767.41
4	70.00	20.69	25.91	18.58	0.00	0.10	2.96	1.00	1.00	0.00	33.26	57.73	0.00	6,996.7	0.0	2,770.34	1,417.4	4,187.78
3	50.00	19.28	27.99	22.13	0.00	0.10	2.95	1.00	1.00	0.00	36.76	57.73	0.00	7,715.8	0.0	2,846.53	1,320.5	4,167.11
2	30.00	17.31	32.95	22.13	0.00	0.10	2.95	1.00	1.00	0.00	41.72	59.47	0.00	8,575.5	0.0	2,900.76	1,215.3	4,116.06
1	10.00	14.98	31.71	28.82	0.00	0.10	2.95	1.00	1.00	0.00	43.14	60.88	0.00	8,613.2	0.0	2,593.59	1,072.4	3,666.06
														44,266.1	0.0	24,349.27		

LoadCase 1.0D + 1.0W Service 90 deg

Serviceability - 60.00 Wind 90 deg

Gust Response Factor : 0.85
 Dead Load Factor : 1.00
 Wind Load Factor : 1.00

Wind Importance Factor : 1.00

Sect Seq	Height (ft)	qz (psf)	Total Flat Area (sqft)	Total Round Area (sqft)	Ice Round Area (sqft)	Sol Ratio	Cf	Df	Dr	Ice Thick (in)	Eff Area (sqft)	Linear Area (sqft)	Ice Linear Area (sqft)	Total Weight (lb)	Weight Ice (lb)	Struct Force (lb)	Linear Force (lb)	Total Force (lb)
6	112.5	22.87	28.40	18.79	0.00	0.11	2.92	1.00	1.00	0.00	35.92	41.80	0.00	6,551.6	0.0	3,260.07	1,184.7	4,444.85
5	90.00	21.82	22.24	18.59	0.00	0.10	2.95	1.00	1.00	0.00	29.62	46.14	0.00	5,813.4	0.0	2,591.69	1,175.7	3,767.41
4	70.00	20.69	25.91	18.58	0.00	0.10	2.96	1.00	1.00	0.00	33.26	57.73	0.00	6,996.7	0.0	2,770.34	1,417.4	4,187.78
3	50.00	19.28	27.99	22.13	0.00	0.10	2.95	1.00	1.00	0.00	36.76	57.73	0.00	7,715.8	0.0	2,846.53	1,320.5	4,167.11
2	30.00	17.31	32.95	22.13	0.00	0.10	2.95	1.00	1.00	0.00	41.72	59.47	0.00	8,575.5	0.0	2,900.76	1,215.3	4,116.06
1	10.00	14.98	31.71	28.82	0.00	0.10	2.95	1.00	1.00	0.00	43.14	60.88	0.00	8,613.2	0.0	2,593.59	1,072.4	3,666.06
														44,266.1	0.0	24,349.27		

Site Number: 92111

Location: MCI Bensenville, IL

Code: ANSI/TIA-222 Rev G

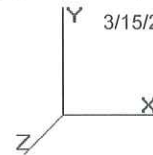
Struct Class : II

Exposure : C

Topo : 1

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Tower Loading

Discrete Appurtenance Properties

Attach Elev (ft)	Description	Qty	No Ice		Ice		Len (ft)	Width (in)	Depth (in)	Ka	Orientation Factor	Vert Ecc (ft)
			Weight (lb)	CaAa (sf)	Weight (lb)	CaAa (sf)						
125.0	Flat Side Arm	1	150.00	6.300	221.22	8.693	0.000	0.000	0.000	1.00	1.00	0.000
125.0	dB Systems dBs 620	1	6.00	0.440	37.28	0.936	2.000	3.300	3.300	1.00	1.00	1.000
120.0	Til-Tek TA-819-10H-39	6	58.00	16.800	366.51	17.612	8.000	18.00	5.800	0.80	0.70	0.000
120.0	Round Side Arm	3	150.00	5.200	221.22	7.845	0.000	0.000	0.000	1.00	0.67	0.000
111.0	Round Side Arm	3	150.00	5.200	221.22	7.845	0.000	0.000	0.000	1.00	0.67	0.000
111.0	Til-Tek TA-819-10V-39	6	88.00	22.400	494.36	22.110	8.000	24.00	7.900	0.80	0.68	0.000
104.0	Round Sector Frame	3	300.00	14.400	650.23	30.160	0.000	0.000	0.000	0.75	0.75	0.000
104.0	48" Panel	9	30.00	5.600	155.31	6.000	4.000	12.00	6.000	0.80	0.76	0.000
94.00	Samsung RRH-C2 (800 MHz)	3	68.30	3.470	166.95	3.621	1.600	18.50	10.40	0.80	0.67	0.000
94.00	Samsung RRH-C2 (External)	3	8.80	1.180	39.16	1.426	0.958	10.60	3.000	0.80	0.67	0.000
94.00	Samsung RRH-P4 (1.9 GHz)	3	62.80	3.190	152.27	3.397	1.983	13.80	9.000	0.80	0.67	0.000
94.00	KMW ET-X-TS-90-14-90-17-iR-	1	50.00	8.400	229.36	9.360	6.000	12.00	5.900	0.80	1.00	0.000
94.00	KMW ET-X-TS-72-16-65-19-IR	2	50.00	8.260	227.62	9.246	6.000	11.80	5.900	0.80	0.83	0.000
94.00	Round Sector Frame	3	300.00	14.400	650.23	30.160	0.000	0.000	0.000	0.75	0.75	0.000
94.00	Andrew PCS19HA-11015-2	9	7.00	7.630	175.18	9.186	9.670	4.800	4.800	0.80	1.00	0.000
80.00	Andrew CBC819	6	4.30	0.520	17.82	0.726	0.610	7.300	1.000	0.80	0.50	0.000
80.00	ADC CG-1900/800-DB-FB-DIN	12	28.70	1.540	72.69	1.771	1.170	11.30	5.900	0.80	0.50	0.000
80.00	Ericsson RBS 6601	6	45.00	2.550	106.35	2.753	1.370	16.00	5.800	0.80	0.50	0.000
80.00	Ericsson 20.4" x 14.3" BOB	1	20.00	1.620	136.60	3.027	1.700	14.30	18.40	0.80	1.00	0.000
80.00	Powerwave P65-16-XLH-RR	12	53.00	8.400	227.99	9.328	6.000	12.00	6.000	0.80	0.78	0.000
80.00	Flat Light Sector Frame	3	400.00	17.900	679.44	31.910	0.000	0.000	0.000	0.75	0.75	0.000
31.00	Round Side Arm	2	150.00	5.200	212.40	7.518	0.000	0.000	0.000	1.00	1.00	0.000
31.00	Trimble Bullet III	2	0.50	0.090	6.36	0.213	0.260	3.100	2.600	1.00	1.00	0.000
31.00	GPS	1	10.00	1.000	41.11	0.871	1.000	9.000	6.000	1.00	1.00	0.500
Totals		101	7441.90		22393.40		Number of Appurtenances : 24					

Linear Appurtenance Properties

Elev From (ft)	Elev To (ft)	Description	Qty	Width (in)	Weight (lb/ft)	Pct In Block	Spread On Faces	Bundling Arrangement	Cluster Dia (in)	Out Of Zone	Spacing (in)	Orientation Factor	Ka Override
0.00	125.0	1 5/8" Coax	2	1.98	0.82	0	Lin App	Individual	0.00	N	1.00	1.00	0.00
0.00	124.9	Climbing Ladder	1	2.00	4.00	0	Lin App	Individual	0.00	N	1.00	1.00	0.00
0.00	124.9	Wave Guide	2	3.00	6.00	0	2,3	Individual	0.00	N	1.00	1.00	0.00
0.00	120.0	7/8" Coax	6	1.09	0.33	0	3	Individual	0.00	N	1.00	1.00	0.00
0.00	111.0	7/8" Coax	6	1.09	0.33	0	3	Individual	0.00	N	1.00	1.00	0.00
0.00	104.0	1 5/8" Coax	9	1.98	0.82	33	Lin App	Block	0.00	N	1.00	0.00	0.00
0.00	94.00	1 1/4" Coax	14	1.55	0.63	50	Lin App	Block	0.00	N	1.00	0.00	0.00
0.00	94.00	Type I Hybrid	3	1.26	0.87	0	Lin App	Individual	0.00	N	1.00	1.00	0.00
0.00	80.00	1/8" Coax	3	0.00	0.01	0	1	Individual	0.00	N	1.00	1.00	0.00
0.00	80.00	2" Conduit	1	2.38	3.65	0	1	Individual	0.00	N	1.00	1.00	0.00
0.00	80.00	3/8" Coax	1	0.44	0.08	0	1	Individual	0.00	N	1.00	1.00	0.00
0.00	80.00	7/8" Coax	18	1.09	0.33	50	1	Block	0.00	N	1.00	0.00	0.00
0.00	79.99	Wave Guide	1	3.00	6.00	0	1	Individual	0.00	N	1.00	1.00	0.00
0.00	31.00	1/2" Coax	1	0.63	0.15	0	Lin App	Individual	0.00	N	1.00	1.00	0.00
0.00	31.00	1/2" Coax	2	0.63	0.15	0	Lin App	Individual	0.00	N	1.00	1.00	0.00

Site Number: 92111

Location: MCI Bensenville, IL

Code: ANSI/TIA-222 Rev G

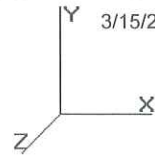
Struct Class : II

Exposure : C

Topo : 1

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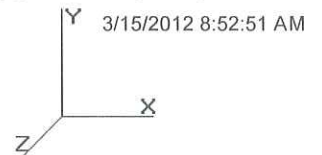
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Tower Loading

Site Number: 92111
 Location: MCI Bensenville, IL
 Code: ANSI/TIA-222 Rev G
 Struct Class : II
 Exposure : C
 Topo : 1

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Force/Stress Summary

Section: 1		Section		Bot Elev (ft): 0.00				Height (ft): 20.000														
		Force		Len		Bracing %			F'y		phi		Num		Num		Shear		Bear		Use	
		(kip)	Load Case	(ft)	X	Y	Z	KL/R	(ksi)	(kip)	Bolts	Holes	(kip)	(kip)	(kip)	(kip)	%	Controls				
Max Compression Member																						
LEG	PST - 8" DIA PIPE	-107.19	1.2D + 1.6W	20.05	50	50	50	40.9	36.0	249.21	0	0	0.00	0.00	43	Member X						
HORIZ	DAE - 3X3X0.25	-7.77	1.2D + 1.6W 90	13.70	50	75	25	88.7	36.0	61.65	0	0	0.00	0.00	12	Member Y						
DIAG	DAE - 3.5X3.5X0.25	-14.94	1.2D + 1.6W 90	24.93	50	100	25	188.2	36.0	21.56	0	0	0.00	0.00	69	Member Y						
		Force		Fy		Fu	phi	Pn	Num	Num	Shear		Bear		Use		Controls					
		(kip)	Load Case	(ksi)	(ksi)	(kip)	Bolts	Holes	Cap (kip)	Cap (kip)	Cap (kip)	Cap (kip)	%									
Max Tension Member																						
LEG	PST - 8" DIA PIPE	74.14	0.9D + 1.6W 60	36	58	272.16	0	0	0.00	0.00	27	Member										
HORIZ	DAE - 3X3X0.25	8.59	1.2D + 1.6W 90	36	58	93.31	0	0	0.00	0.00	9	Member										
DIAG	DAE - 3.5X3.5X0.25	13.74	1.2D + 1.6W 90	36	58	109.51	0	0	0.00	0.00	12	Member										

Section: 2		Section		Bot Elev (ft): 20.00				Height (ft): 20.000														
		Force		Len		Bracing %			F'y		phi		Num		Num		Shear		Bear		Use	
		(kip)	Load Case	(ft)	X	Y	Z	KL/R	(ksi)	(kip)	Bolts	Holes	(kip)	(kip)	(kip)	(kip)	%	Controls				
Max Compression Member																						
LEG	PST - 6" DIA PIPE	-94.60	1.2D + 1.6W	10.02	100	100	100	53.5	36.0	155.54	0	0	0.00	0.00	60	Member X						
HORIZ	DAE - 3X3X0.25	-7.56	0.9D + 1.6W 90	13.11	100	100	50	169.3	36.0	22.71	0	0	0.00	0.00	33	Member X						
DIAG	DAE - 3.5X3.5X0.25	-10.72	1.2D + 1.6W 90	16.96	100	100	50	186.8	36.0	21.88	0	0	0.00	0.00	49	Member X						
		Force		Fy		Fu	phi	Pn	Num	Num	Shear		Bear		Use		Controls					
		(kip)	Load Case	(ksi)	(ksi)	(kip)	Bolts	Holes	Cap (kip)	Cap (kip)	Cap (kip)	Cap (kip)	%									
Max Tension Member																						
LEG	PST - 6" DIA PIPE	65.24	0.9D + 1.6W 60	36	58	180.79	0	0	0.00	0.00	36	Member										
HORIZ	DAE - 3X3X0.25	8.25	1.2D + 1.6W 90	36	58	93.31	0	0	0.00	0.00	8	Member										
DIAG	DAE - 3.5X3.5X0.25	9.50	1.2D + 1.6W 90	36	58	109.51	0	0	0.00	0.00	8	Member										

Section: 3		Section		Bot Elev (ft): 40.00				Height (ft): 20.000														
		Force		Len		Bracing %			F'y		phi		Num		Num		Shear		Bear		Use	
		(kip)	Load Case	(ft)	X	Y	Z	KL/R	(ksi)	(kip)	Bolts	Holes	(kip)	(kip)	(kip)	(kip)	%	Controls				
Max Compression Member																						
LEG	PST - 6" DIA PIPE	-69.89	1.2D + 1.6W	10.02	100	100	100	53.5	36.0	155.54	0	0	0.00	0.00	44	Member X						
HORIZ	DAE - 3X3X0.25	-6.87	1.2D + 1.6W 90	11.94	100	100	50	154.1	36.0	27.40	0	0	0.00	0.00	25	Member X						
DIAG	DAE - 3X3X0.25	-10.15	1.2D + 1.6W 90	16.03	100	100	50	206.9	36.0	15.20	0	0	0.00	0.00	66	Member X						
		Force		Fy		Fu	phi	Pn	Num	Num	Shear		Bear		Use		Controls					
		(kip)	Load Case	(ksi)	(ksi)	(kip)	Bolts	Holes	Cap (kip)	Cap (kip)	Cap (kip)	Cap (kip)	%									
Max Tension Member																						
LEG	PST - 6" DIA PIPE	47.04	0.9D + 1.6W 60	36	58	180.79	0	0	0.00	0.00	26	Member										
HORIZ	DAE - 3X3X0.25	7.53	1.2D + 1.6W 90	36	58	93.31	0	0	0.00	0.00	8	Member										
DIAG	DAE - 3X3X0.25	9.11	1.2D + 1.6W 90	36	58	93.31	0	0	0.00	0.00	9	Member										

Site Number: 92111

Location: MCI Bensenville, IL

Code: ANSI/TIA-222 Rev G

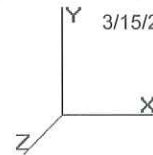
Struct Class : II

Exposure : C

Topo : 1

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**Force/Stress Summary**

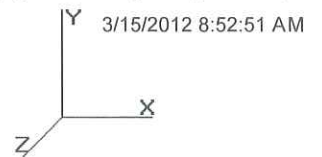
Section: 4		Section		Bot Elev (ft): 60.00				Height (ft): 20.000										
		Force		Len		Bracing %		F'y		phi	Num		Num		Shear	Bear	Use	
		(kip)	Load Case	(ft)	X	Y	Z	KL/R	(ksi)	Pn	Bolts	Holes	(kip)	(kip)	phiRnv	phiRn	%	Controls
Max Compression Member																		
LEG	PST - 5" DIA PIPE	-45.25	1.2D + 1.6W	10.02	100	100	100	64.0	36.0	112.32	0	0	0.00	0.00	40	Member	X	
HORIZ	DAE - 3X3X0.25	-6.40	1.2D + 1.6W 90	10.77	100	100	50	139.1	36.0	33.64	0	0	0.00	0.00	19	Member	X	
DIAG	DAE - 3X3X0.25	-9.76	1.2D + 1.6W 90	15.13	100	100	50	195.3	36.0	17.06	0	0	0.00	0.00	57	Member	X	
Max Tension Member																		
LEG	PST - 5" DIA PIPE	28.03	0.9D + 1.6W 60	36	58	139.32	0	0	0.00	0.00	20	Member						
HORIZ	DAE - 3X3X0.25	6.93	1.2D + 1.6W 90	36	58	93.31	0	0	0.00	0.00	7	Member						
DIAG	DAE - 3X3X0.25	8.87	1.2D + 1.6W 90	36	58	93.31	0	0	0.00	0.00	9	Member						

Section: 5		Section		Bot Elev (ft): 80.00				Height (ft): 20.000										
		Force		Len		Bracing %		F'y		phi	Num		Num		Shear	Bear	Use	
		(kip)	Load Case	(ft)	X	Y	Z	KL/R	(ksi)	Pn	Bolts	Holes	(kip)	(kip)	phiRnv	phiRn	%	Controls
Max Compression Member																		
LEG	PST - 5" DIA PIPE	-21.49	1.2D + 1.6W	10.02	100	100	100	64.0	36.0	112.31	0	0	0.00	0.00	19	Member	X	
HORIZ	DAE - 2.5X2.5X0.25	-4.82	1.2D + 1.6W 90	9.608	100	100	50	149.9	36.0	23.92	0	0	0.00	0.00	20	Member	X	
DIAG	DAE - 3X3X0.25	-7.75	1.2D + 1.6W 90	14.28	100	100	50	184.4	36.0	19.14	0	0	0.00	0.00	40	Member	X	
Max Tension Member																		
LEG	PST - 5" DIA PIPE	10.93	0.9D + 1.6W 60	36	58	139.32	0	0	0.00	0.00	7	Member						
HORIZ	DAE - 2.5X2.5X0.25	4.85	1.2D + 1.6W 60	36	58	77.11	0	0	0.00	0.00	6	Member						
DIAG	DAE - 3X3X0.25	7.06	1.2D + 1.6W 90	36	58	93.31	0	0	0.00	0.00	7	Member						

Section: 6		Section		Bot Elev (ft): 100.0				Height (ft): 25.000										
		Force		Len		Bracing %		F'y		phi	Num		Num		Shear	Bear	Use	
		(kip)	Load Case	(ft)	X	Y	Z	KL/R	(ksi)	Pn	Bolts	Holes	(kip)	(kip)	phiRnv	phiRn	%	Controls
Max Compression Member																		
LEG	PST - 4" DIA PIPE	-7.83	1.2D + 1.0Di +	8.35	100	100	100	66.4	36.0	81.45	0	0	0.00	0.00	9	Member	X	
HORIZ	DAE - 2.5X2.5X0.25	-2.55	1.2D + 1.6W	8.523	100	100	50	133.0	36.0	30.39	0	0	0.00	0.00	8	Member	X	
DIAG	DAE - 3X3X0.25	-4.17	1.2D + 1.6W 90	12.28	100	100	50	158.5	36.0	25.91	0	0	0.00	0.00	16	Member	X	
Max Tension Member																		
LEG	PST - 4" DIA PIPE	1.07	1.2D + 1.6W 60	36	58	102.71	0	0	0.00	0.00	1	Member						
HORIZ	DAE - 2.5X2.5X0.25	2.71	1.2D + 1.6W 60	36	58	77.11	0	0	0.00	0.00	3	Member						
DIAG	DAE - 3X3X0.25	3.26	1.2D + 1.6W	36	58	93.31	0	0	0.00	0.00	3	Member						

Site Number: 92111
 Location: MCI Bensenville, IL
 Code: ANSI/TIA-222 Rev G
 Struct Class : II
 Exposure : C
 Topo : 1

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Support Forces Summary

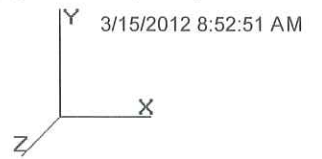
Load Case	Node	FX (kip)	FY (kip)	FZ (kip)	(-) = Uplift (+) = Down
1.0D + 1.0W Service 90 deg	1b	-3.22	-11.66	-1.15	
	1a	-5.67	41.21	2.57	
	1	-1.23	14.78	-1.42	
1.0D + 1.0W Service 60 deg	1b	-3.47	-15.28	-2.00	
	1a	-4.10	29.81	1.16	
	1	-1.04	29.81	-4.13	
1.0D + 1.0W Service Normal	1b	-0.73	-1.19	-1.72	
	1a	0.73	-1.19	-1.72	
	1	0.00	46.71	-7.23	
1.2D + 1.0Di + 1.0Wi 90 deg	1b	-0.02	24.77	0.58	
	1a	-7.17	65.16	3.55	
	1	-1.03	44.96	-4.13	
1.2D + 1.0Di + 1.0Wi 60 deg	1b	-0.25	21.83	-0.14	
	1a	-5.93	56.53	2.41	
	1	-0.88	56.53	-6.34	
1.2D + 1.0Di + 1.0Wi Normal	1b	2.06	33.03	0.13	
	1a	-2.06	33.03	0.13	
	1	0.00	68.84	-8.70	
0.9D + 1.6W 90 deg	1b	-14.60	-79.42	-5.90	
	1a	-16.75	106.02	7.18	
	1	-4.34	13.30	-1.28	
0.9D + 1.6W 60 deg	1b	-15.46	-92.07	-8.93	
	1a	-11.20	65.98	2.23	
	1	-3.67	65.99	-10.82	
0.9D + 1.6W Normal	1b	-5.78	-42.77	-7.95	
	1a	5.78	-42.77	-7.95	
	1	0.00	125.44	-21.73	
1.2D + 1.6W 90 deg	1b	-14.23	-75.02	-5.69	
	1a	-17.12	110.48	7.40	
	1	-4.34	17.73	-1.70	
1.2D + 1.6W 60 deg	1b	-15.10	-87.68	-8.72	
	1a	-11.57	70.44	2.45	
	1	-3.67	70.44	-11.25	
1.2D + 1.6W Normal	1b	-5.41	-38.36	-7.74	
	1a	5.41	-38.36	-7.74	
	1	0.00	129.91	-22.16	

Max Uplift: 92.07 (kip)
 Max Down: 129.91 (kip)
 Max Shear: 22.16 (kip)

Moment: 2,890.22 (ft-kip) 1.2D + 1.6W Normal
 Total Down: 53.20 (kip)
 Total Shear: 37.64 (kip)

Site Number: 92111
Location: MCI Bensenville, IL
Code: ANSI/TIA-222 Rev G
Struct Class : II
Exposure : C
Topo : 1

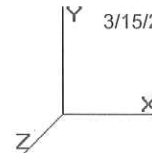
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Site Number: 92111
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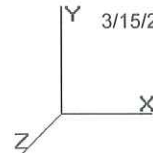
Deflections and Rotations

Load Case	Elevation (ft)	Deflection (ft)	Twist (deg)	Sway (deg)
Serviceability - 60.00 Wind 60 deg	30.00	0.0043	0.0008	0.0144
	80.00	0.0257	0.0019	0.0324
	90.00	0.0315	0.0019	0.0333
	100.00	0.0373	0.0020	0.0336
	108.33	0.0421	0.0019	0.0334
	116.67	0.0469	0.0019	0.0327
	125.00	0.0516	0.0019	0.0322
Serviceability - 60.00 Wind 90 deg	30.00	0.0043	0.0005	0.0147
	80.00	0.0261	0.0011	0.0329
	90.00	0.0319	0.0012	0.0337
	100.00	0.0378	0.0012	0.0340
	108.33	0.0428	0.0012	0.0338
	116.67	0.0476	0.0012	0.0331
	125.00	0.0524	0.0012	0.0325
Serviceability - 60.00 Wind Normal	30.00	0.0046	0.0009	0.0154
	80.00	0.0272	0.0019	0.0342
	90.00	0.0333	0.0020	0.0350
	100.00	0.0394	0.0020	0.0353
	108.33	0.0446	0.0020	0.0352
	116.67	0.0496	0.0019	0.0343
	125.00	0.0546	0.0018	0.0339
40.00 mph 60 deg with 0.75 in Radial Ice	30.00	0.0060	0.0007	0.0116
	80.00	0.0214	0.0014	0.0240
	90.00	0.0254	0.0014	0.0244
	100.00	0.0295	0.0014	0.0247
	108.33	0.0330	0.0014	0.0244
	116.67	0.0363	0.0014	0.0240
	125.00	0.0397	0.0014	0.0239
40.00 mph 90 deg with 0.75 in Radial Ice	30.00	0.0058	0.0004	0.0118
	80.00	0.0213	0.0008	0.0241
	90.00	0.0254	0.0008	0.0246
	100.00	0.0295	0.0008	0.0248
	108.33	0.0330	0.0008	0.0245
	116.67	0.0364	0.0008	0.0241
	125.00	0.0398	0.0008	0.0239
40.00 mph Normal with 0.75 in Radial Ice	30.00	0.0053	0.0007	0.0122
	80.00	0.0210	0.0014	0.0244
	90.00	0.0252	0.0014	0.0249
	100.00	0.0295	0.0015	0.0251
	108.33	0.0331	0.0015	0.0249
	116.67	0.0366	0.0014	0.0245
	125.00	0.0401	0.0014	0.0242
90.00 mph 60 deg with No Ice (Reduced DL)	30.00	0.0149	0.0030	0.0501
	80.00	0.0900	0.0066	0.1131
	90.00	0.1101	0.0068	0.1161
	100.00	0.1304	0.0068	0.1171
	108.33	0.1474	0.0068	0.1164
	116.67	0.1642	0.0066	0.1140

Site Number: 92111
 Location: MCI Bensenville, IL
 Code: ANSI/TIA-222 Rev G
 Struct Class : II
 Exposure : C
 Topo : 1

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3/15/2012 8:52:51 AM



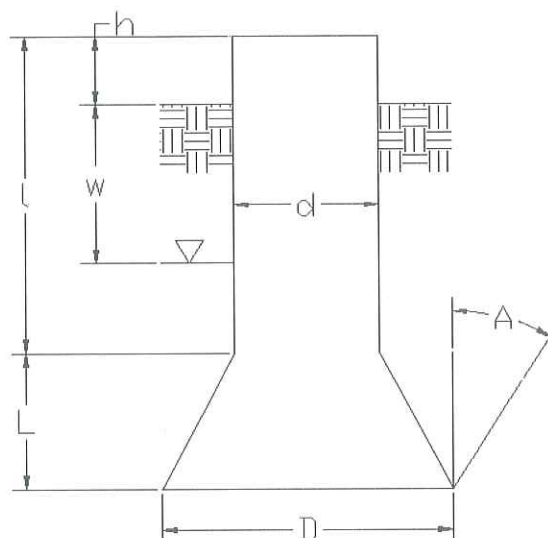
	125.00	0.1805	0.0065	0.1120
90.00 mph 60 deg with No Ice	30.00	0.0149	0.0030	0.0501
	80.00	0.0900	0.0066	0.1131
	90.00	0.1101	0.0068	0.1162
	100.00	0.1304	0.0068	0.1172
	108.33	0.1475	0.0068	0.1165
	116.67	0.1642	0.0066	0.1141
	125.00	0.1805	0.0065	0.1121
90.00 mph 90 deg with No Ice (Reduced DL)	30.00	0.0152	0.0018	0.0514
	80.00	0.0914	0.0040	0.1150
	90.00	0.1118	0.0041	0.1176
	100.00	0.1324	0.0042	0.1186
	108.33	0.1497	0.0042	0.1180
	116.67	0.1666	0.0042	0.1154
	125.00	0.1832	0.0042	0.1131
90.00 mph 90 deg with No Ice	30.00	0.0152	0.0018	0.0514
	80.00	0.0914	0.0040	0.1150
	90.00	0.1118	0.0041	0.1177
	100.00	0.1324	0.0042	0.1187
	108.33	0.1497	0.0042	0.1181
	116.67	0.1667	0.0042	0.1155
	125.00	0.1832	0.0042	0.1132
90.00 mph Normal to Face with No Ice (Reduced DL)	30.00	0.0159	0.0031	0.0537
	80.00	0.0954	0.0068	0.1196
	90.00	0.1167	0.0069	0.1226
	100.00	0.1382	0.0069	0.1236
	108.33	0.1562	0.0068	0.1232
	116.67	0.1739	0.0065	0.1204
	125.00	0.1912	0.0063	0.1191
90.00 mph Normal to Face with No Ice	30.00	0.0159	0.0031	0.0538
	80.00	0.0955	0.0068	0.1197
	90.00	0.1167	0.0069	0.1227
	100.00	0.1382	0.0069	0.1236
	108.33	0.1563	0.0068	0.1232
	116.67	0.1740	0.0065	0.1205
	125.00	0.1913	0.0063	0.1191
	125.00	0.0000	0.0000	0.0000

Site Name: MCI Bensonville IL, IL
 Site Number: 92111
 Engineer: CM
 Date: 3/15/2012

Program Last Updated: 7/13/2009
 American Tower Corporation

Design Base Loads (Factored) - Analysis per TIA-222-G Standards

Foundation Mapped: Y
 Moment (M_u): 0.0 k-ft
 Shear/Leg (V_u): 22.2 k
 Compression/Leg (P_u): 129.9 k
 Uplift/Leg (T_u): 92.1 k
 Tower Type (GT / SST): SST
 Diameter of Prismatic Portion of Pier (d): 3.0 ft
 Length of Prismatic Portion of Pier (l): 10.0 ft
 Pier Height Above Ground (h): 0.50 ft
 Diameter of Belled Portion of Pier (D): 7.0
 Length of Belled Portion of Pier (L): 5.0
 Depth Below Ground Surface to Water Table (w): 3.3 ft
 Unit Weight of Concrete: 150.0 pcf
 Unit Weight of Water: 62.4 pcf
 Unit Weight of Soil Above Water Table: 110.0 pcf
 Unit Weight of Soil Below Water Table: 55.0 pcf
 Base Conical Failure Angle of Uplift (A): 25 Degrees
 Ultimate Compressive Bearing Pressure: 16000 psf
 Capacity Increase (Due to Transient Loads): 1.00
 Bearing Strength Reduction Factor (ϕ_s): 0.75
 Uplift Strength Reduction Factor (ϕ_s): 0.75



Axial Capacities and Design Moment

Weight of Concrete (Buoyancy Effect Considered): 16.9 k
 Weight of Dry Soil: 100.4 k
 Weight of Saturated Soil: 68.6 k
 Nominal Uplift Capacity per Leg ($\phi_s T_n$): 88.0 k
 Nominal Compressive Capacity per Leg ($\phi_s P_n$): 461.8 k
 P_u : 149.8 k
 $T_u / \phi_s T_n$: 1.05 Result: Acceptable
 $P_u / \phi_s P_n$: 0.32 Result: OK

Depth (ft)		Ultimate Lateral Bearing Pressure (psf)	Increment (psf/ft)	γ_{Soil} (pcf)	Cohesion (psf)	ϕ (degree)
Top	Bottom					
0.0	3.5	0.0	100.0	100	0	0
3.5	9.5	1050.0	330.0	110	0	30

Inflection Point (Below Ground Surface): 7.5 ft
 Design Moment At Inflection Point (M_u): 142.9 k-ft

ORDINANCE NO. _____

**AN ORDINANCE CONCERNING THE GRANT OF AN AMENDMENT TO AN
EXISTING CONDITIONAL USE PERMIT
TO ALLOW ADDITIONAL ANTENNAE ON A CELL TOWER AT
602 N. YORK ROAD, BENSENVILLE, ILLINOIS**

WHEREAS, Lisa Kahn (“Owner”) and American Tower (“Applicant”), filed an application seeking an amendment to an existing conditional use permit to allow additional antennae to be placed on a cell tower in C-4 Regional Destination PUD Commercial District pursuant to Section 10-15-2C of *The Village of Bensenville Zoning Ordinance* (“Zoning Ordinance”) at property commonly known as 602 N. York Road, Bensenville, as 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, the Subject Property is currently improved with a one-story brick building and an existing 125-foot telecommunications tower on the northwest portion of the site, which was approved by the Village Board, pursuant to Ordinance #65-2007; and

WHEREAS, Notice of Public Hearing with respect to the amendment of the conditional use permit sought by the Owner/Applicant was published in the Daily Herald on November 3, 2012 in the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the property and via personal mail, 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 commencing on November 19, 2012 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 submitted by staff recommending approval of the application, which findings are attached hereto and incorporated herein by reference as Exhibit “B;” and

WHEREAS, upon said findings of facts, the Community Development Commission voted unanimously to grant the application for amendment of the conditional use permit to a colocation of equipment including a single antenna mounted at 125 feet, and two GPS antenna at 31 feet, in addition to a 10 x 10 foot equipment pad within the existing fenced area at the Subject Property.

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 grant 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 11, 2012; and

WHEREAS, the President and Board of Village Trustees considered the matter and determined, based on its consideration, that the permit should be granted, 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 an amendment of an existing conditional use permit to allow the Owner/Applicant to have the colocation of equipment including a single antenna mounted at 125 feet, and two GPS antenna at 31 feet, in addition to a 10 x 10 foot equipment pad within the existing fenced area at the Subject Property, is hereby granted, subject to the following conditions: (1) the Conditional Use Permit be granted solely to American Towers, Inc. and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of the sale or lease of this property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new proprietor without amendment to the Conditional Use Permit, or if the CDC deems that the new proprietor contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit; (2) the property shall be developed and utilized in substantial compliance to the plans to be submitted as a part of this application on prepared by ITT Exelis for American Tower Corp. dated 08.31.12; (3) all conditions contained in Ordinance #65-2007, except as varied herein.

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 11th day of December, 2012.

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

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Ordinance # ____-2012
Exhibit "A"
Legal Description

The legal description is as follows:

THAT PART OF LOT 2 IN KLEFSTAD'S BENSENVILLE INDUSTRIAL PARK, BEING A SUBDIVISION IN SECTION 2 AND 11, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 20, 1967 AS DOCUMENT R67-2065, LYING EASTERLY OF A LINE DRAWN FROM A POINT IN THE SOUTH LINE OF SAID LOT 2 WHICH IS 185.0 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT, (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 40 MINUTES 53 SECONDS WEST ALONG THE WEST RIGHT OF WAY LINE OF YORK ROAD AS PER DOCUMENT 470562 A DISTANCE OF 162.34 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 03 DEGREES 32 MINUTES 50 SECONDS WEST A DISTANCE OF 100.0 FEET TO A POINT 5.0 FEET WEST OF SAID RIGHT OF WAY LINE; THENCE SOUTH 00 DEGREES 40 MINUTES 53 SECONDS WEST ALONG A LINE 5.0 FEET WEST AND PARALLEL WITH SAID WEST RIGHT OF WAY LINE A DISTANCE OF 41.25 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF FOSTER AVENUE; THENCE NORTH 89 DEGREES 41 MINUTES 32 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE 36.93 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 40 MINUTES 53 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 161.71 FEET TO THE POINT OF BEGINNING), DUPAGE COUNTY, ILLINOIS.

The common address is 602 North York Road.

MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

November 19, 2012

CALL TO ORDER: The meeting was called to order by Chairman Moruzzi at 6:30 p.m.

ROLL CALL : Upon roll call the following Commissioners were present:
Moruzzi, Janowiak, Rowe, Pisano, Ventura, Weldon
Absent: James
A quorum was present.

Commissioner Ventura was not allowed to vote on matters of the meeting due to regulations set forth in the Illinois Open Meetings Act.

Public Hearing: CDC Case Number 2012-38
Petitioner: American Tower; Christopher Flick
Location: 602 N. York Road
Request: Amendment to Conditional Use Permit to Allow Installation of an Additional Antenna Above the Maximum Allowed Height of 35 Feet.

Motion: Commissioner Weldon made a motion to approve the findings of facts for the variances for CDC Case Number 2012-38 consisting of:

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. No increase in traffic volume is expected as the subject property is an unmanned facility and only sporadic maintenance would need to be performed during the course of operation.
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. As this is a proposed collocation of equipment onto an existing wireless communications tower, it prevents the need for an additional tower to be built. The site itself produces no waste, dust, glare, odor and only minimal sound from an internal cooling source.
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 proposed

installation involves additional equipment being added onto an existing wireless communications tower as well as utilizing available space within the existing compound for an additional radio equipment cabinet. The installation conforms to the current use and will not change the current character of 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. The proposed installation will not require any additional service beyond the currently provided to the facility. Power and Telephony will be provided by ComEd and the LEC.
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. The proposed installation is part of a national initiative to aid in the FAA in tracking of both air traffic and aircraft currently on the ground. The increased safety and security of this system will benefit flights as well as provide the same relating to Homeland Security.
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. Other factors are subject to the Commission's judgment.

Commissioner Rowe seconded the motion.

Roll Call: Ayes: Moruzzi, Janowiak, Rowe, Pisano, Weldon

Nays: None

All were in favor. Motion carried.

TYPE: Ordinance **SUBMITTED BY:** S. Viger **DATE:** 12.05.12

DESCRIPTION: Ordinance approving a text amendment to Section 3-1-7 of the Bensenville Village Code (Business License Fee Schedule) to eliminate special fees for "Miscellaneous Businesses."

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: CEDC (7-0)

DATE: 12.04.12

BACKGROUND: Ordinance 28-2005 included a section F titled "Miscellaneous Businesses" in which the business license fee was increased to \$2,500 per year for Auto Wreckers, Circuses, Carnivals, Junkyards, and Landscape Companies. The other fees in the ordinance were increased over previous values as well, but were capped at \$504 for the largest businesses within the Village (those over 40,000 square feet).

The Village has received complaints in the past about the alleged discrimination of fees for these miscellaneous businesses. Staff undertook a study of the surrounding communities, including Franklin Park, Elmhurst, Elk Grove Village, Addison, Wooddale, and Itasca to compare fees for similar businesses. None of the surrounding communities singled out these specific businesses with larger fees. They were simply charged on the normal fee schedule for each municipality.

KEY ISSUES: The proposed amendment to the business license fee schedule would eliminate the higher fees for miscellaneous businesses and simplify the business license process. This would also eliminate the complaints of discrimination in regards to these fees. With so few of these businesses in the Village, the overall impact to the revenue account will be minimal.

This ordinance has been in effect since 2005, but was only enforced for two years (the 2006 and 2007 renewals). Apparently through staff turnover and Munis integration, this special fee for miscellaneous businesses was overlooked each year since 2008. It was only discovered again when the Community & Economic Development team received a complaint about it. Since 2008 these businesses have been charged the standard square footage fee ranging from \$100 to \$504.

ALTERNATIVES:

1. Deny the ordinance.
2. Discretion of the Board

RECOMMENDATION: Staff recommends approval of the ordinance amending Section 3-1-7 of the Bensenville Village Code to eliminate special fees for "Miscellaneous Businesses."

The Community and Economic Development Commission on December 4, 2012 voted unanimously (7-0) to recommend approval of the subject ordinance.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Motion to approve the ordinance.

3-1-7: LICENSE FEE SCHEDULE: 🌐

- A. Annual License Fee Imposed: All commercial establishments, as defined in this chapter, shall pay an annual license fee, except those commercial establishments exempted by law from municipal licensing. (Ord. 20-93, 7-6-1993)
- B. Minimum License Fee: Except as hereafter provided, all commercial establishments occupying premises with a floor area in use or reserved for or retained for use of less than one thousand five hundred (1,500) square feet shall pay a minimum license fee of one hundred dollars (\$100.00).
- C. Floor Area In Excess Of One Thousand Five Hundred Square Feet: Commercial establishments occupying premises with a floor area in use or reserved for or retained for use exceeding one thousand five hundred (1,500) square feet shall pay an annual license fee as follows:

Over 1,500 to 3,000	\$119 .00
Over 3,000 to 6,000	156 .00
Over 6,000 to 9,000	193 .00
Over 9,000 to 12,000	230 .00
Over 12,000 to 15,000	266 .00
Over 15,000 to 20,000	326 .00
Over 20,000 to 30,000	385 .00
Over 30,000 to 40,000	445 .00
Over 40,000	504 .00

- D. Commercial Establishments Not Subject To Floor Area Charges: The following commercial establishments shall pay an annual license fee of one hundred dollars (\$100.00), notwithstanding the floor area devoted to its business use:

Any commercial establishment storing equipment, materials, trailers and/or vehicles upon any premises or portion thereof in connection with any commercial activity or commerce whether such commercial activity or commerce is conducted wholly within the village or elsewhere. Storage of trailers and/or vehicles includes the overnight parking of such trailers and vehicles.

Excavator

Sewer drain layer

Sheet metal worker

Street-road-bridge contractor

Structural concrete establishment

Structural iron establishment

Structural wood establishment

Tree trimmer

Tuckpointer (Ord. 28-2005, 4-30-2005)

Nothing herein contained shall affect any other provisions of this code requiring the delivery of a surety bond by any of the foregoing commercial establishments as a condition to doing business within the village. (Ord. 26-95, 9-5-1995)

- E. Trucks: Except as otherwise limited by law, any of the following commercial establishments located within the village, or soliciting business within the village, shall pay an annual license fee of one hundred dollars (\$100.00) for each truck operated by the commercial establishment from or within the village:

Caterer/ice cream

- F. Miscellaneous Businesses: Notwithstanding the other provisions of this section, the following commercial establishments shall pay the annual license fee listed below and, as a further requirement for conducting business within the village, deliver evidence prior to the issuance of any business license of said public liability insurance in the face amounts set forth below:

Commercial Establishment	Annual License Fee	Public Liability Insurance
Auto wrecker	\$2,500 .00	\$1,000,000 .00
Carnival	2,500 .00	1,000,000 .00
Circus	2,500 .00	1,000,000 .00
Junkyard	2,500 .00	1,000,000 .00
Landscaping	2,500 .00	1,000,000 .00
Mortuary	Fee schedule subsection C of this section and as defined in the zoning ordinance	
Scavenger	Reference chapter 10 of this title	

(Ord. 28-2005, 4-30-2005)

G. Dramshop Licenses: Any establishment engaged in the sale or distribution of alcoholic liquors shall comply with the requirements of this chapter as well as the liquor license requirements of [chapter 3](#) of this title.

H. Late Fees: Payment of the annual license fee is due and payable prior to January 1 of the year for which the license is applied. The following late fee schedule shall be in effect for all licenses due before January 1.

	Fee	Additional Late Fee
January 1 to January 31	\$0.00 _ \$150.00	\$ 25 .00
	\$151.00 and above	50 .00
Beyond February 1	\$0.00 _ \$150.00	50 .00
	\$151.00 and above	100 .00
Beyond March 1	After March 1, a citation shall be issued for failure to obtain a business license. Further, purchase of the license shall necessitate payment of the base fee and the late fee outlined above.	

(Ord. 49-96, 11-5-1996)

I. Zoning Certificate Inspection Fee: In addition to any other annual business license fee required to be paid by this section, there is hereby imposed a onetime seventy five dollar (\$75.00) zoning certificate inspection fee to be paid as follows:

1. For any person engaging in a business of a commercial establishment, business or commercial enterprise as herein enumerated, which business is already existing on the date of the adoption of this subsection, said onetime seventy five dollar (\$75.00) zoning certificate inspection fee for such existing business shall be paid at the time of the next business license renewal immediately following the date of the adoption of this subsection.
2. For any person seeking to engage in a new business of a commercial establishment, business or commercial enterprise as herein enumerated, which new business is located in the village at any time after the date of the adoption of this subsection, said onetime seventy five dollar (\$75.00) zoning certificate inspection fee for such new business shall be paid at the time of the initial business license application for such new business. (Ord. 62-2006, 11-21-2006)

Ordinance _____

**AN ORDINANCE AMENDING THE BENSENVILLE VILLAGE CODE
TITLE 3 – CHAPTER 1 – BUSINESS LICENSES; FEE SCHEDULE**

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: In accordance with the provisions hereof, Section 3-1-7 of the Bensenville Village Code is hereby amended in part as follows (indicates deletion; *italic* indicates addition):

Deleted: strikeout

“3-1-7: License Fee Schedule:

...
Delete in its entirety

Deleted: F. Miscellaneous Businesses

F. Dramshop Licenses: Any...

Deleted: G

G. Late Fees: Payment...

Deleted: H

H. Zoning Certificate Inspection Fee: In addition...”

Deleted: I

SECTION TWO: All Resolutions and Ordinances in conflict herewith are replaced to the extent of said conflict.

SECTION THREE: 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 at the Village of Bensenville, this _____ day of _____, 2012.

Frank Soto, Village President

ATTEST:

Susan V. Janowiak, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 12/05/2012

DESCRIPTION: Resolution modifying the Village's financial participation in the Cost Reimbursement Program for the Installation of Overhead Sewers or Backflow Prevention Devices

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: **I & E (unanimously approved)** **DATE:** **12/04/2012**

BACKGROUND: The Village offers an Overhead Sewer Cost Share program to assist residents with the installation of overhead sewer systems to protect their homes from sanitary sewer backups. The program is rarely used at this point – we typically get 1-3 participants per year. One of the reasons we are told for the lack of participation is the cost to install overhead sewer systems. Typically, an overhead sewer system will cost between \$5,000 and \$7,000 dollars. The cost share program will pay for 50% of the cost with a maximum of \$5,000.

Another system that can protect a homeowner from sanitary sewer backup is a Backwater Valve System (check valve system). This system was requested by residents attending our November 8, 2012 Neighborhood Conversation. This system is less expensive, but also comes with additional maintenance responsibilities (that are often neglected) and potential for failure. The cost of a typical check valve installation is between \$1,500 and \$2,000.

KEY ISSUES: The I&E Committee discussed the inclusion of more lenient requirements to allow for the use of a Backflow Prevention Device as an option for our residents. A proposal to increase the participation level for the installation of an Overhead Sewer System from 50% to 75% with a maximum Village financial participation increase from \$5,000 to \$7,500 was discussed and supported. Another proposal to allow Village participation of 50% up to \$750 for the installation of a Backflow Prevention Device was also discussed and supported.

Staff has modified the Program Requirements, Contractor's Checklist, and Program Application to reflect these recommendations. (attached)

Based off discussions from the AF&L meeting, the requirement to submit an estimate for overhead sewer when a resident is interested in check valve system has also been eliminated.

ALTERNATIVES: Discretion of the Board

RECOMMENDATION: Staff recommends altering the Overhead Sewer Cost Share Program as submitted.

BUDGET IMPACT: The CY2013 budget includes \$25,000 for the Overhead Sewer Cost Share Program. This funding level was reduced from \$50,000 in previous years due to lack of participation. Should participation increase, staff will find additional money in the budget to accommodate those looking to provide protection to their homes.

ACTION REQUIRED: Approval of a Resolution to Modify the Cost Reimbursement Program for the Installation of Overhead Sewers or Backflow Prevention Devices



Village of Bensenville

Department of Public Works

717 E. Jefferson Street
Bensenville, IL 60106
Phone (630) 350-3435 Fax (630) 594-1148

Date: November 7, 2012

To: Mike Cassady, Village Manager

From: Joe Caracci, Director of Public Works

Subject: Overhead Sewer versus Check Valves

The Purpose of this memo is to identify some pros and con between an Overhead Sanitary Sewer System and a Check Valve System to protect against sanitary sewer backups as well as make a recommendation to change our current 50/50 cost share program to residents to protect their homes from Sanitary Sewer Overflows (SSO).

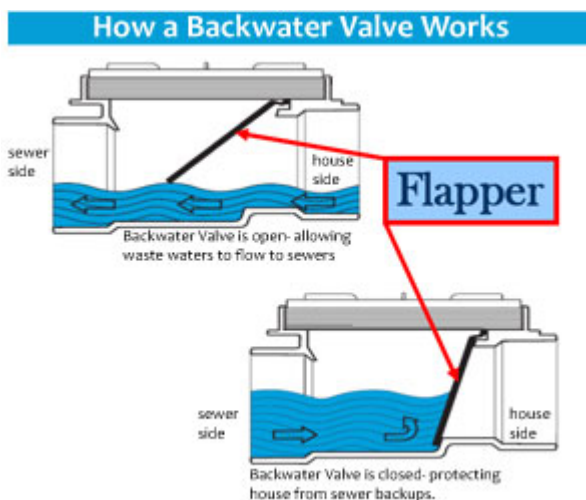
Because water/sewerage seeks the path of least resistance, a sanitary sewer system filled to capacity will back up or spill out through the lowest available opening, often found to be a floor drain or other plumbing drain (or toilet) located in the lowest level of the building. When this happens a Sanitary Sewer Overflow (SSO) occurs. SSOs are illegal and enforceable by penalty by the Illinois Environmental Protection Agency (IEPA). The IEPA monitors the Village's SSO history. Recently, the Village has experienced a higher frequency of SSOs that must be addressed. Some of these SSOs can be remedied through our planned Facility Upgrade, while others are best remedied through private sewer system upgrades.

New homes are designed to eliminate the back-up potential by running the sanitary sewer service line through the foundation wall, above the lower level floor. They separately collect all lower level waster into a sealed basin or sanitary/ejector pit. The pit contains a pump, often referred to as an ejector pump, which pumps the sanitary waster upward and into the sanitary service line. This is referred to as an overhead sewer system, so named because the lowest opening in the system is designed to be located above the head or high water of the sanitary sewer (main) system. Our Village Code mandates the installation of such a system.

However, many of our homes in the Village were built prior to this system being widely used. Instead many older homes were configured where your sanitary sewer service exits the building below the lowest level, often under the basement or lower level floor. These systems rely on gravity to move water from the home to the Village system. As the Village system fills during heavy storms, sewerage begins to move backwards through the services, seeking the lowest available opening.

To best protect a home without overhead sewer, there are two options: retrofit an overhead system or install a backwater valve / check valve system.

Backwater Valve System



One option is to install a backwater valve system on the sanitary service line. A backwater valve includes a horizontal check valve designed to allow the sanitary waste to flow in one direction only. A brass metal disc is hinged to swing open as sanitary waste flows toward the sanitary main, and closes shut when waste begins to flow backwards.

The biggest concerns with a backwater valve system are maintenance and failure.

Maintenance is required annually to keep the disc hinge and assembly bolts lubricated. Routine checks, to make sure debris does not get stuck in the system, is crucial. Failures are often caused by debris in the sanitary line. A tight wad of paper material is all that's needed to prevent the disc from completely closing – rendering the whole system useless.

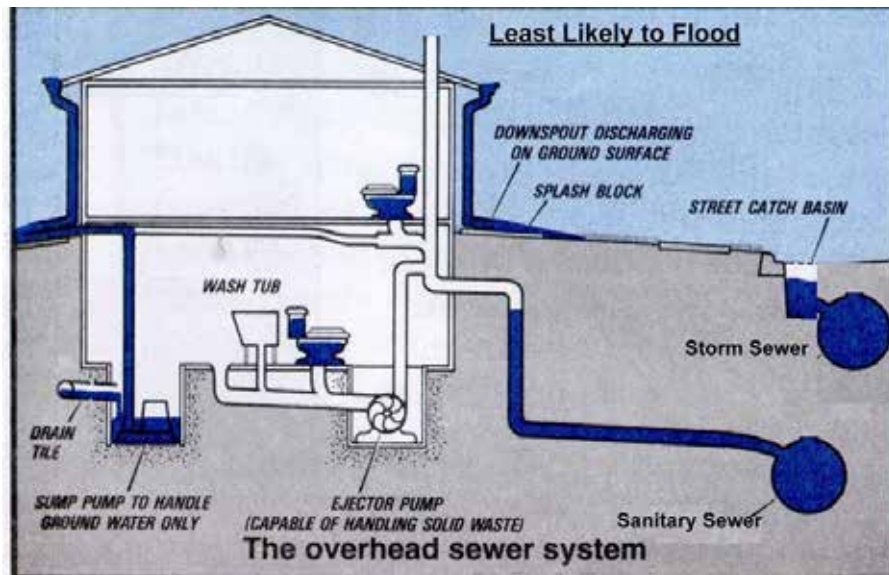
Another down side to check valve systems is that they can get stuck in the “closed” position. When this happens, no sewerage can exit the building and can cause a backup in the line even though the Village system is fully operational. During a storm, a functioning check valve system will close and not allow sewerage backup into the home. However, there is no way to know when a check valve is in the “open” or “closed” position. Again, when the valve is closed, no sewerage can exit the home. Since the check valve system is installed directly on the existing gravity pipe, there is not much capacity for sewerage leaving the home. Backup can still occur if waste is discharged during a storm.

Adding to the issue is the fact that the system cannot be rodded through the check valve, so any rodding needs to be performed either by removing the horizontal check valve disc, or by rodding from two separate ports (one before and one after the horizontal check valve), stopping before the rod reaches the disc.

Check valve systems are typically installed outside the home as it is less costly (do not need to dig up and replace a portion of the existing concrete foundation). Installations should include access (clean out) to the check valve for maintenance purposes, but many systems do not provide an easy way to maintain the valve system. One system I have found to be maintenance friendly is “Clean and Check”. This system provides easy access to pull the entire check valve system out for maintenance annually.

Check valve systems, installed correctly and with the proper access points, typically cost between \$1,500 - \$2,000. Cost is a typical factor for choosing a check valve system over other alternatives.

Overhead Sewer System



The better option is usually to re-configure the system to an overhead style. Depending on the current layout, this can be performed by separating the lower level sanitary waste into a sanitary pit, and pumping the waste discharge into the sanitary system, above the sanitary head or high water level.

In this system, the sanitary pit and pump are installed indoors so less maintenance is required, and there is nothing installed in the service line that has potential to get stuck or obstruct the line.

Overhead sewer systems are also typically installed higher than the Village main system in the street. Therefore, the roadway or parkway would typically experience an SSO before a home would take on sewerage.

Most overhead sewer systems also come with a check valve for added protection in the event of extremely severe storms. Overhead sewer systems also have a 30-50 gallon ejector pit that would provide capacity to store sewerage in the event of failure.

The biggest concern with this system is the specific layout of the existing sanitary system, and the space needed to install the sanitary pit inside the building. The cost of overhead sewer retrofits vary, but can typically be installed between \$5,000 - \$7,500.

Many communities currently offer cost share programs for the installation of plumbing protection systems. Initially, many communities offered the program for overhead sewer systems only. With a recent increased frequency in major storms in our area, some communities have allowed the inclusion of check valve systems into their cost share programs as they are a cheaper alternative for residents that may be experiencing financial hardships due to backups.

It is my opinion, that overhead sewer systems are far superior to check valve systems. However, any improvement should be welcomed and encouraged. Spending taxpayer money on a cost share program is a very delicate policy and should be looked at carefully. Given our need to reduce SSO frequency, I would recommend we allow for a cost share of check valve systems, but on a lower contribution level. I also feel that we should provide additional incentive for those who are willing to upgrade to an overhead system.

My proposed recommendation would be to:

1. Cost share for check valve systems up to 50% of the cost with a maximum contribution of \$750. These systems must include an access point to perform maintenance on the system.
2. Cost share for overhead sewer systems up to 75% (increased from 50%) of the cost with a maximum contribution of \$7,500 (increased from \$5,000).

A comparison of our neighboring communities is found in the table below.

Community	Cost share %	Cost share Max	Check Valve Option
Elmhurst	50%	\$5,000	YES
Glen Ellyn	50%	\$2,500	YES
Schaumburg	50%	\$5,000	NO
Lisle	50%	\$1,000	NO
Lombard	75%	\$5,000	NO
Northbrook	50%	\$5,000	NO
Addison, Itasca, Wood Dale, Elk Grove Village, and Franklin Park	No Program found		

COST REIMBURSEMENT PROGRAM FOR
THE INSTALLATION OF OVERHEAD
SEWERS
OR BACKFLOW PREVENTION DEVICES

PROGRAM REQUIREMENTS

The Village of Bensenville will provide funds to single-family home owners who have or may experience sanitary sewer backups during periods of heavy rainfall, for the installation of overhead sewers or backflow prevention devices.

The Village has determined that certain requirements for the cost reimbursement program are necessary to protect the Village's sanitary sewer system, the integrity of such a program, and the financial well being of the Village.

A cost reimbursement program for the installation of overhead sewers or backflow prevention devices is hereby implemented in accordance with the following requirements:

1. **Reimbursement Amount.** The Village will reimburse an owner 75% of the approved cost up to \$7,500 for the installation of a Village approved overhead sewer system or, if approved by the Village, 50% of the approved cost up to \$750 for the installation of a backflow prevention device. The program is limited to the actual costs of the overhead sewer or backflow prevention device installation and appurtenances, and the elimination of cross-connections between the sanitary and storm sewer systems, subject to the funding limitations contained herein, but does not include incidental costs such as landscape restoration, painting, tile, carpeting, etc.
2. **Eligibility.** Eligibility to participate in the program is subject to the following:
 - a) Only owner-occupied single-family homes connected to the Village of Bensenville sanitary sewer system are eligible.
 - b) The cost participation applies to installations of overhead sewers or backflow prevention devices made after December 1, 2012.
 - c) No owner shall be eligible for participation if there is an outstanding balance with respect to payment of all fees and charges due to the Village.
 - d) An owner shall be eligible for participation more than once for the same property; however, in no case shall the total reimbursement from the Village for any one property exceed the limits prescribed in Item 1 above.
 - e) The Village shall have the sole authority to determine eligibility for participation, prioritization of requests and compliance with all Village ordinances.
3. **Program Duration.** Financial participation of the Village is limited to funds budgeted for the program. The program will be evaluated annually as part of the village's annual budget process, and the Village may change or eliminate the program at that time. Initial funding

for the Village's current fiscal year shall be \$50,000. Said funding level may be changed or eliminated based on the Village's annual review of the program.

4. **Waiver Required.** Owner(s) of the building where the overhead sewer or backflow prevention device is installed must execute an agreement which includes a clause whereby the owners release and waive any claim of liability against the Village from any previous sanitary sewer backups or any consequence of the selection of the system to be installed, the contractor to be utilized, installation of the system, operation or maintenance of the system once it is installed, or the eligibility, participation or funding priority in this program.
5. **Contractual Relationship.** The contract to perform the work shall be between the property owner and the contractor. The Village shall not be a party to any contract between the owner and the contractor.
6. **Overhead Sewer Requirements.** In order to be eligible for this program, the installation of an overhead sewer shall meet the following requirements:
 - a) Overhead sanitary sewers must be provided to all floor levels that are less than one foot above the elevation of the rim of the Village manhole immediately upstream of the point of connection of said building into the Village sanitary sewer system. Plumbing fixtures on a building floor level below an overhead sewer shall drain into an ejector pit. The elevations described above shall be included in the contractor's proposal.
 - b) A properly vented ejector basin shall be installed for all installations under this program. Ejector basins must comply with all Village building authority requirements. Ejector basins must be at least ten feet from any storm water sump pits. The Village shall maintain a list of ejector basins approved for use under this program.
 - c) The manufacturer and model number of the proposed ejector pump must be specified in the contractor's proposal. The pump curve for the proposed ejector pump must be provided with the contractor's proposal. All ejector pumps must be able to pass a two-inch solid. The smallest capacity pump suitable for the proposed installation must be specified. The capacity of the ejector pump shall not exceed 89 gallons per minute at a total head of ten feet. The ejector pump must be selected and installed in accordance with the manufacturer's requirements.
 - d) Connections to the proposed ejector pump must be specifically listed on the contractor's proposal and all such connections shall be for the disposal of sanitary wastes only.
7. **Backflow Prevention Device Requirements.** An overhead sewer does not rely upon a backflow valve or device, and is believed to be the best backup prevention method. However, a backflow prevention device may be approved with the following stipulations:
 - a) If a backflow prevention device is approved and installed, the Village will record a Memorandum of Agreement against the property. Said memorandum shall serve as notice that a backflow prevention device, which requires maintenance for proper operation, has been installed on the property.
8. **Comparative Proposals.** The owner must provide the Village with proposals from three contractors for the work. The Village shall provide the owner with a list of contractors approved for the program; however, the owner is not required to select contractors from that

list. All proposals must provide sufficient detail for the Village to determine the exact method of installation, the costs for labor and materials, the portion of the work eligible for this program, and compliance with all Village ordinances and conditions. A sketch indicating the proposed work must be included with each proposal. (See Item 14, "Procedure.")

9. **Permit Required.** The owner or contractor must obtain a Village permit for the work. After issuance of the permit, any changes or modifications to the work will require review and approval of the Village and the appropriate building authority.
10. **Contractor's Surety Bond Requirement.** The contractor hired by the owner to perform the work must have a \$10,000 surety bond, original copy, made out to the Village of Bensenville, filed with the Department of Community Development.
11. **Right of Final Inspection.** The Village shall have the right to enter the building for inspection upon completion of the work and to impose penalties if the capacity of the ejector pump exceeds the capacity allowed by Item 6c above. All such penalties shall be imposed in accordance with Village ordinances prescribing penalties for ordinance violations, as may be in effect at the time the violation of this section is discovered.
12. **Code Compliance.** All work under this program must comply with Village codes and requirements. In case of any conflict between the Village and state or county ordinances, codes or requirements, the Village shall prevail.
13. **Waiver of Requirements.** The Director of Community Development may, at his discretion, provide a waiver of those program requirements listed above as deemed appropriate based on an evaluation of the individual circumstances related to a request for reimbursement.
14. **Procedure.** An owner desiring to participate in this program must complete the following steps:
 - a) Owner submits a completed and signed Application for Participation form.
 - b) The Village determines whether the property is eligible for the program, and issues a Notice of Eligibility or Ineligibility to the owner. Eligibility will be granted if the property has a record of flooding, as evidenced by a report being on file with the Village or evidence of an insurance claim for flood damage, or if an onsite inspection shows the likelihood of a future sanitary sewer backup. The Notice of Eligibility will be accompanied by a Permit Application Packet.
 - c) Upon receipt of the Notice of Eligibility, the owner must arrange for the Village to inspect the building to develop a Scope of Work. All sources and potential sources of infiltration and inflow must be eliminated as part of this program, and such cost will be eligible for reimbursement by the program. Infiltration and inflow includes any storm

water, surface water, ground water, roof runoff water, sub-surface drainage, runoff water from ground or paved areas, cistern overflow or water from air-conditioning systems, or any other unpolluted water. If no sump pump for collecting and removing ground water is present in the building, one must be installed and any existing footing tiles, window well drains, and exterior area drains must be reconnected to the new storm water sump pump. The discharge of the new storm water sump pump should be either to a storm sewer or to grade on the exterior of the building, as far from the building sanitary sewer lateral as possible. The costs of the installation of this storm water sump pump, as well as incidental under floor connections to existing footing tiles or drains, are eligible for reimbursement under this program. The installation of a footing tile drainage system around the entire basement and extensive reconstruction of the service lateral are not eligible for reimbursement under this program. In addition, nonconformities that could pose a hazard to life or safety, and nonconformities related to the functioning of the program, must be corrected at the owner's expense.

d) Upon completion of the scope of work inspection, the Village will provide the owner with the minimum required Scope of Work. All work items contained therein must be included in the permit application. Upon receipt of the Scope of Work, the owner must obtain proposals from contractors as described in Item 8 above. If the owner does not submit all of the required information, including signed Agreement for Cost Reimbursement, within six (6) months of the date of the Notice of Eligibility, the owner must resubmit an Application for Participation form and such application will be treated as a new application for determination of funding eligibility

e) Owner or contractor obtains all permits and completes the work.

f) Upon completion of the work, the Village will conduct a final inspection. Upon approval by the Village, acceptance by the owner, and submission of a paid receipt from the contractor to the owner, reimbursement will be made directly to the owner. (The owner is also encouraged to obtain an appropriate waiver of lien from the contractor for the owner's protection.) Said reimbursement will be made in the Village's normal course of business.

g) Owner must complete the work and receive final inspection approval within six (6) months of the date of permit, or the funding commitment shall be withdrawn and the owner must reapply and such application will be treated as a new application for determination of funding eligibility.



VILLAGE OF BENSENVILLE

COST REIMBURSEMENT PROGRAM FOR THE INSTALLATION OF OVERHEAD SEWERS OR BACKFLOW PREVENTION DEVICES

CONTRACTOR CHECKLIST

This checklist has been prepared to assist you in preparing a proposal for the installation of overhead sewers or backflow prevention devices under the Village's cost reimbursement program. Under this program, the Village will reimburse a building owner up to ~~\$5,000~~\$7,500 or ~~50~~75% of the cost, whichever is less, of installing a Village approved overhead sewer system or up to \$750 or 50% of the cost, whichever is less, of installing a Village approved backflow prevention device.

- 1) The owner must allow the Village to inspect the building prior to the Village's determination of eligibility for this program. This inspection will include a television inspection of all underground waste piping and of the entire service lateral pipe from the building to the point of connection to the Village sewer, and it may also include rainfall simulation testing. All sources and potential sources of infiltration and inflow must be eliminated as part of this program at the owner's sole cost. Infiltration and inflow includes any storm water, surface water, ground water, roof runoff water, sub-surface drainage, runoff water from ground or paved areas, cistern overflow or water from air-conditioning systems, industrial cooling operations, or any other unpolluted water. If no sump pump for collecting and removing ground water is present in the building, one must be installed and any existing footing tiles, window well drains, and exterior area drains must be reconnected to the new storm water sump pump. The discharge of the new storm water sump pump should be either to a storm sewer or to grade on the exterior of the building, as far from the building sanitary sewer lateral as possible. The costs of the installation of this storm water sump pump as well as incidental under floor connections to existing footing tiles or drains are eligible for reimbursement under this program. The installation of a footing tile drainage system around the entire basement and extensive reconstruction of the service lateral are not eligible for reimbursement under this program. The results of the Village's preliminary investigation are summarized on the attached sheet.
- 2) The program is limited to the actual cost of the overhead sewer or backflow prevention device installation and the installation of a sump pump as required above, but does not include repair or replacement of any existing defective plumbing, such as cleanout caps, fixtures, piping, improper venting, etc. nor any incidental costs such as landscape restoration, painting, tile, carpeting, etc.
- 3) The owner must provide the Village with proposals from a minimum of three contractors for the type of backup prevention selected by the owner. If you provide a proposal for a backup prevention device other than an overhead sewer, you must also provide a proposal for an overhead sewer conversion. An

overhead sewer does not rely upon a backflow valve or device and is believed to be the best backup prevention method. All proposals must provide sufficient detail for the Village to determine the exact method of installation, the costs for labor and materials, the portion of the work not eligible for this program as indicated above, and compliance with all Village ordinances and conditions.

- 4) The owner must obtain a permit from the Village. After issuance of the permit, any changes or modifications to the work will require review and approval of the Village.
- 5) The contractor hired by the owner to perform the work must have their plumbers license, and an original \$ 10,000 surety bond made out to the Village, on file Department of Community Development.
- 6) The Village is not a party to any contract between the owner and the contractor.
- 7) In order to be eligible for this program, the installation of an overhead sewer shall meet the following requirements:
 - a) Overhead sanitary sewers must be provided to all floor levels that are less than one foot (1') above the elevation of the rim of the Village manhole immediately upstream of the point of connection of said building into the Village sanitary sewer system. Plumbing fixtures on a building floor level below an overhead sewer shall drain into an ejector pit. This information is contained in the attached Results of Village Preliminary Investigation.
 - b) A properly vented ejector basin shall be installed for all installations under this program. Ejector basins must comply with all Village and appropriate building authority requirements. Ejector basins must be at least ten (10) feet from any storm water sump pits. The Village shall maintain a list of ejector basins approved for use under this program (list is attached).
 - c) The manufacturer and model number of the proposed ejector pump must be specified in the contractor's proposal. The pump curve for the proposed ejector pump must be provided with the contractor's proposal. All ejector pumps must be able to pass a two-inch solid. The smallest capacity pump suitable for the proposed installation must be specified. The capacity of the ejector pump shall not exceed 89 gallons per minute at a total head of ten feet. The ejector pump must be selected and installed in accordance with the manufacturer's requirements. A check valve and a ball valve must be installed in the discharge piping from the ejector pump. A partial list of ejector pumps which pass a two-inch solid and do not exceed 89 gallons per minute at a total head of ten feet is attached.

- d) Connections to the proposed ejector pump must be specifically listed on the contractor's proposal and all such connections shall be for the disposal of sanitary wastes only.
 - e) A sketch indicating the proposed work must be included with each proposal.
 - f) The Village shall have the right to enter the building for inspection upon completion of the work and to impose penalties if the capacity of the ejector pump exceeds the capacity allowed by item c. above. All such penalties shall be imposed in accordance with Village ordinances prescribing penalties for ordinance violations, as may be in effect at the time the violation of this section is discovered.
- 8) Upon completion of the work, premises are inspected by the Village. Upon approval by the Village, acceptance by the owner, and submission of a paid receipt from the contractor to the owner, reimbursement will be made directly to the owner.
- 9) All work under this program must comply with Village ordinances, codes and requirements. In the event of any conflict between the Village and state or county ordinances, codes or requirements, the Village shall prevail.

Village of Bensenville
Contractors Checklist for Overhead Sewer Cost Reimbursement

Contractor Name: _____

Job Address: _____

Homeowner Name: _____

Pump Model Pump Brand Discharge Size	
Basin Size Basin Brand	
Clean Out Down Stream (If needed)	
Check Valve	
Ball Valve	
Venting Indicated ¹	
Tarping of Floors-Carpets	
Spoils Removal	
Restoration	
Electrical Outlet ²	
Piping Sec. — Sched. 40	
Floor Levels Protected ³	
Remove Exiting Valve (If Necessary)	
List Fixtures into Ejector	
Other Items	
Expiration Date – Proposal	
Cost	

NOTE: All Work must comply with the Village of Bensenville cost reimbursement program requirements

¹ Venting must tie in as high as possible.

² New outlet must be a dedicated outlet (single plug) for the pump only, GFI not required.

³ Please refer to Village Preliminary Investigation Report for this address.

Preapproved Plumbing Contractor List

Updated January 13, 2011

Pure Plumbing, Inc.	630.854.3702
Reliable Plumbing	630.766.8557
Joe's Professional Plumbing Services	630.760.2723
C. Hughes & Son Plumbing & Heating	630.879.1119
Jim Dhamer Plumbing & Sewer, Inc.	630.964.2222
J&S Plumbing, Inc.	847.690.0384
Eveready Flood Control, Ltd.	630.533.4800

Please be advised that these contractors are familiar with the program and the Village knows their work to be acceptable. Homeowners are free to select any contractor to submit a proposal and perform the work, provided that contractor meets the requirements of the Village of Bensenville.



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. Cassidy

APPLICATION FOR PARTICIPATION

VILLAGE OF BENSENVILLE COST REIMBURSEMENT PROGRAM FOR THE INSTALLATION OF OVERHEAD SEWERS OR BACKFLOW PREVENTION DEVICES

I/We hereby request participation in the Village of Bensenville Cost Reimbursement Program for the Installation of Overhead Sewers or Backflow Prevention Devices, hereinafter called "the Program."

I/We own, and this application is for, the following described property:

Address: _____
_____ Bensenville, IL 60106 _____

P.I.N: _____

Have you ever contacted the Village with a report of flooding in your home? (Yes/No)
If yes, approximately when? _____

Have you ever made an insurance claim for flooding in your home? (Yes/No)

I/We have received a copy of the Program Requirements attached to and made a part of this application.

I/We agree to allow the Village of Bensenville or its representatives to make any and all inspections and testing as detailed in the Program Requirements.

I/We have received a copy of the Agreement for the Cost Reimbursement Program and understand that said Agreement must be signed upon notice of preliminary approval as detailed in the Program Requirements.

Dated this _____ day of _____, 20 11.

Printed Name Signature

Printed Name Signature

Home Phone Number

Cell/Work Phone Number

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Resolution No.

**Authorizing the Modification to the Village of Bensenville
Cost Reimbursement Program for the
Installation of Overhead Sewers or Backflow Prevention Devices**

WHEREAS the Village of Bensenville currently provides a cost reimbursement program for the installation of Overhead Sewers, and

WHEREAS the Village staff has recognized the financial difficulties of some residents for the installation of Overhead Sewer Systems, and

WHEREAS the Village has determined that the installation of Backflow Prevention Devices may be more economical to some residents, and

WHEREAS the Village would like to modify the existing program to allow increased financial assistance to those who choose to install an Overhead Sewer System, and

WHEREAS the Village would also like to assist those residents who may not be able to afford an Overhead Sewer System by allowing the installation of a Backflow Prevention Device, and

WHEREAS the Program Requirements, Checklist for Contractors, and Program Application for the Cost Reimbursement Program have been modified to include the proposed changes.

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 new levels of reimbursement for the Cost Reimbursement Program shall be as follows:

- a. Overhead Sewer Systems 75% of the approved costs up to \$7,500
- b. Backflow Prevention Devices 50% of the approved costs up to \$750

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Susan Janowiak
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE: Resolution **SUBMITTED BY:** Dan Di Santo **DATE:** December 5, 2012

DESCRIPTION: Approve the 2013 Village Board Meeting Schedule.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input type="checkbox"/>	<i>Financially Sound Village</i>	<input checked="" type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input 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 Unanimous 6-0 and Board Unanimous **DATE:** 11/20/12 and 11/27/12

BACKGROUND:

Each year the Village Board approves their meeting schedule for the upcoming year. Village Board meetings are scheduled at 6:30PM on the second and fourth Tuesdays of the month.

KEY ISSUES:

Lyle Sumek will be at the Village conducting a Strategic Workshop on January 8, 2013. In error, this was not determined at the time the 2013 Board Meeting Calendar was established. It is recommended that the scheduled January 8, 2013 be cancelled and rescheduled for January 15, 2013 before the scheduled committee meetings.

ALTERNATIVES:

Board Discretion.

RECOMMENDATION:

Staff recommends approval of the proposed 2013 Board Meeting Schedule with the modifications made to January 8 and 15th, 2013.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approve the Resolution.

RESOLUTION NO.

**A RESOLUTION ADOPTING A REVISED MEETING SCHEDULE FOR THE
VILLAGE BOARD MEETINGS
FOR THE 2013 CALENDAR YEAR**

WHEREAS, the Village of Bensenville, is a unit of local government in the State of Illinois; and

WHEREAS, the Village is subject to the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.*; and

WHEREAS, pursuant to Section 120/2.03 of the Illinois Open Meetings Act, the Village Board provides for the adoption of an annual schedule of meetings of the Village Board; and

WHEREAS, the Village Board has reviewed schedules for its Board meetings for the calendar year 2013, of which the schedule is attached hereto and incorporated herein by reference as Exhibit "A."

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

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

SECTION TWO: That the revised meeting schedule for the Village Board for calendar year 2013 as set forth in Exhibit "A," is hereby adopted.

SECTION THREE The Village Clerk is hereby directed to post the notice of the calendar of meetings for the Village Board for the year 2013 in a prominent location at Village Hall, and, further to provide a copy of this Resolution with Exhibit "A" attached hereto to those news mediate which have filed an annual

request for notice as provided in paragraph (b) of Section 2.02 of the Illinois Open Meetings Act.

SECTION FOUR: This Resolution shall take effect no sooner than 10 days after notice by publication has been given as set forth herein.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 11th day of December, 2012.

APPROVED::

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

Village of Bensenville
Board of Trustees Meeting Schedule
Calendar Year 2013

The Board meeting schedule for Calendar Year 2013 is hereby established to provide for regular Board of Trustee meetings on the dates listed below. Unless indicated otherwise, all regular Board of Trustee meetings shall be held in the Board Room at 12 South Center Street, Bensenville, IL and shall commence at 6:30 p.m.

January 15, 2013

January 22, 2013

February 12, 2013

February 26, 2013

March 12, 2013

March 26, 2013

April 23, 2013

May 14, 2013

May 28, 2013

June 11, 2013

June 25, 2013

July 16, 2013

August 13, 2013

August 27, 2013

September 10, 2013

September 24, 2013

October 8, 2013

October 22, 2013

November 12, 2013

November 26, 2013

December 3, 2013

December 10, 2013

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE** 12/05/2012

DESCRIPTION: Resolution to approve purchase of a New Vermeer Chipper for a net cost of \$49,399

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: N/A - I&E Standing Committee **DATE:** 12/11/2012

BACKGROUND: Staff was asked to compile a Capital Plan for equipment replacement during the past budget cycle. At that time future replacement needs for all Village departments were determined using several factors such as APWA's equipment replacement guidelines, direction from department heads on their current and future needs, and useful life of the equipment. A new Vermeer Chipper identified as a necessary need and will replace the old Vermeer Chipper.

Our existing chipper is a 1999 Vermeer BC1800 and is currently out of service. It has a bad clutch, bent axle, is blowing blue smoke from the engine when engaged, and is in need of new tires. Costs to repair the chipper outweigh the benefits for a 14 year old piece of equipment.

KEY ISSUES: New IEPA emissions will take effect for new equipment manufactured after January 1, 2013. In order to avoid an expected 15% increase in 2013 chippers, Vermeer Midwest has set aside one of their last 2012 chippers for the Village of Bensenville. Vermeer Midwest has also offered a trade in value of \$4,500 for our existing out of service chipper. Staff feels this is a good value compared to auction value of in-service chippers and recommend taking advantage of the trade-in. Vermeer Midwest is the local distributor of Vermeer equipment and therefore this is being considered as a sole source purchase.

Equipment	Cost
2012 Vermeer BC1800XL Chipper	\$ 53,899.00
Trade In	(\$ 4,500.00)
TOTAL COST:	\$ 49,399.00

This item is presented at a Board meeting due to the immediate attention needed to this purchase. Our existing chipper is out of service and staff needs to move forward with in-house pruning to stay on schedule.

ALTERNATIVES: Motion to approve the Resolution or Discretion of the Board

RECOMMENDATION: Staff recommends approval of the equipment purchase from Vermeer Midwest Aurora, IL.

BUDGET IMPACT: \$80,000 was budgeted for this purchase in the FY2013 Capital budget (Account Number 31080800 595000)

ACTION REQUIRED: Motion to approve a Resolution authorizing the Village Manager to execute a purchase order and other associated documents to Vermeer Midwest. Aurora, IL for the purchase of a 2012 Vermeer BC1800XL Chipper.



Vermeer-Illinois, Inc.
2801 Beverly Drive
Aurora, IL 60502
(630) 820-3030
www.vermeer-midwest.com

Quote #:
218

December 4, 2012

Bill To:

**VILLAGE OF BENSENVILLE
ATT: VINCE ENGLISH**

Ship To:

**VILLAGE OF BENSENVILLE
ATT: VINCE ENGLISH**

Gentlemen:

I would like to submit this quote to you.

BC1800 XL

1 - BC1800xl, New 2012 0 hours, SN# , with:

\$53,899.00

- 130 HP Cummins Turbo Charged Diesel Engine- Tier 3
- 19" Capacity Drum Chipper with 20" x 24" Infeed Opening
- High Coolant Temperature and Low Oil Pressure Automatic Shutdown
- Machine Weight: 8,740 Lbs
- 35 Gallon Fuel Tank
- Live Hydraulics with a 12 Gallon Tank
- Patented Vermeer Smartfeed System
- Infeed Rate is 0-118 fpm
- 10,000 lbs. Rubber Torsion Axle
- LT235/75R17.5 Load Range J Standard Tires
- Heavy Duty 10,000 lbs. Tongue Jack
- Electric Brakes with Breakaway Switch
- 13" Spring Loaded Autoclutch, Which Can Only be Engaged at Low rpm
- 36" Wide Cutter Drum with 4 dual edged knives
- 2 sets of extra Knives included with machine sale
- Upper and Lower Feed Stop Bar for Safety
- 2 Year/2,000 Limited Engine Warranty
- 3 year/3,000 Hour Extended Limited Warranty on Chipping Drum
- 1 year/1,000 Hour Parts and Labor Standard Vermeer Limited Warranty

1 - Trade In - Vermeer BC1800A, New 0 hours, SN# , with:

-\$4,500.00

Trade-in unit with engine issues, no clutch and needs axle replacement

Machine Total Price	\$53,899.00
Trade In Allowance	-\$4,500.00
Trade In Difference	\$49,399.00
Total	\$49,399.00

Finance Options with approved credit

Monthly Payment

Payments on **60 month** based on \$0.00 down payment.

\$1,008

Proposal good for 30 days; we reserve the right at any time prior to acceptance to revoke this quotation.

Accepted by _____

Date _____

Initials: _____

Thank you for your consideration.

Sincerely,

Kyle Cline

Sales Representative

(630) 337-4166

kyle.cline@vermeermidwest.com

RESOLUTION NO.

**AUTHORIZING WAIVING COMPETITIVE BIDDING AND
EXECUTING A CONTRACT TO
VERMEER MIDWEST FOR THE PURCHASE OF VERMEER CHIPPER IN
THE AMOUNT OF \$49,399**

WHEREAS the Village of Bensenville owns and maintains an Urban Forest consisting of nearly 9,000 parkway trees, and

WHEREAS the Public Works Department is responsible for the safe and efficient removal of trees, branches, and brush, and

WHEREAS the use of safe equipment is essential to the Forestry Division Operations, and

WHEREAS the existing 1999 Vermeer Chipper is out of service and past its useful life, and

WHEREAS Vermeer Midwest is the local vendor for all Vermeer purchases, and

WHEREAS Vermeer Midwest provided a proposal for a new 2012 Vermeer BC1800 XL in the amount of \$53,899, and

WHEREAS Vermeer Midwest offered a trade-in value of the existing 1999 BC1800 in the amount of \$4,500, and

WHEREAS staff feels the purchase of the new chipper and trade-in of the old chipper are in the best interest of the Village.

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 waives competitive bidding and authorizes the Village Manager to execute a purchase order and other associated documents to Vermeer Midwest, Inc. of Aurora, IL for the purchase of a new Vermeer BC1800XL Chipper (with trade-in) in the amount of \$49,399.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Susan Janowiak
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE: Resolution **SUBMITTED BY:** Dan Di Santo **DATE:** December 5, 2012

DESCRIPTION: Resolution Authorizing the Execution of a Master Power Supply Agreement with an Alternate Retail Electric Supplier for Electricity Supply and Related Services for the Village of Bensenville Electric Aggregation Program

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 Standing Committee of the Board
authorized the Energy Aggregation Program (vote 6-0) **DATE:** November 13, 2012

BACKGROUND: On December 4, 2012 the Village Board passed Ordinance 81-2012 approving the Village of Bensenville Electric Power Aggregation Plan of Operation and Governance. The next step in the aggregation process is to select an alternate retail electric supplier to provide the electric supply under the Village's program. Bids were solicited from 7 different vendors who have experience in the Illinois municipal aggregation market. The bids are due to the Village at 1PM on December 11, 2012. Due to the commodity nature of electricity, the Village Board will need to make a decision on whether to select a supplier or reject all bids that same evening. After selecting the preferred vendor, the new rates will not go into effect for approximately 60 days (late February), which includes a 14-day opt-out period for customers.

KEY ISSUES: The electric power market was at historic lows earlier in 2012 and has steadily risen since that time; as such there is a consensus in the industry that the sooner rates can be locked in, the better. ComEd's rate structure is currently locked at 8.319 ¢/kwh, but is expected to drop to the low 6's in May of 2013. The following table gives an example of the recent energy market based on communities that passed a November 6, 2012 aggregation referendum and have just contracted with suppliers compared with the current ComEd rate and what a resident could get in the market on their own:

Customer	Supplier	Rate	Contract Expiration
Current ComEd Customers	ComEd	8.319 ¢/kwh	5/2013
Best Opt-In 2 Year Rate Available Now	FirstEnergy	5.490 ¢/kwh	10/2014
Clarendon Hills, IL	Constellation	5.313 ¢/kwh	2 years
North Riverside, IL	FirstEnergy	5.379 ¢/kwh	2 years
Glen Ellyn, IL	Verde Energy	4.981 ¢/kwh	18 months
Carol Stream, IL	FirstEnergy	5.313 ¢/kwh	2 years
Glendale Heights, IL	FirstEnergy	5.301 ¢/kwh	2 years

Communities are choosing the two-year rate because it offers the best deal at this time; while you can get a one-year price in the higher 4's, by not locking in for two-years you will likely lose in the end with a high second year rate. No one has chosen a three-year rate at this time because they have come in substantially higher than the two-year rate, which is reflective of the suppliers not willing to risk locking in prices for that far out when market conditions are unknown. Included as an attachment is some data on the natural gas market, which is what dictates the prices in the electric power market.

Once received, the bids will contain several different options related to the level of additional renewable energy that should be purchased – 0%, 25%, 50%, or 100% more. Another preferred option is to allow residents to choose on their own to purchase additional renewable energy through an opt-in program.

ALTERNATIVES:

- Add additional renewable energy credits or include a renewable energy opt-in program
- Discretion of the Board

RECOMMENDATION: Staff's recommendation will be forthcoming once bids are received.

BUDGET IMPACT:

N/A

ACTION REQUIRED: Consider the selection of supplier and adopt the Resolution accordingly.

Energy Morning Call – Americas

Wednesday, 5 December 2012

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Morgan Stanley Swap Market Indications

Prompt and Cash Prices

	Settle	Early Indication	Change
Prompt Nymex WTI (\$/bbl)	88.50	88.23	(0.27)
Prompt Nymex HH (\$/mmbtu)	3.539	3.589	0.050
Henry Hub Cash (\$/mmbtu)		3.389	

Oil Market Swap Prices

Term	WTI (\$/bbl)	Early Indication (\$/bbl)	Dated Brent (\$/bbl)	Brent (\$/bbl)	WCS Diff (\$/bbl)	Mars Diff (\$/bbl)	Heating Oil (¢/gal)	Heat Crack (\$/bbl)	RBOB (¢/gal)	RBOB Crack (\$/gal)
Q1-13	89.88		108.31	108.00	(28.08)	15.05	300.57	36.36	274.99	25.61
Q2-13	91.20		106.94	106.74	(25.67)	11.50	300.03	34.81	281.90	27.20
Q3-13	91.68		105.69	105.46	(25.00)	8.92	298.19	33.56	268.32	21.02
Cal-13	91.12	90.20	106.35	106.12	(25.94)	10.54				

Natural Gas Market Swap Prices (\$/mmbtu)

Term	NYMEX HH	Early Indication	AECO (C\$/GJ)	Aeco Basis	Chicago Basis	Rockies Basis	Dawn Basis	HSC Basis	TZ6 Basis
Winter-12	3.55		3.07	(0.28)	0.17	(0.07)	0.38	(0.05)	1.99
Summer-13	3.66		3.09	(0.39)	0.07	(0.14)	0.31	(0.05)	0.15
Winter-13	4.05		3.50	(0.37)	0.14	(0.08)	0.27	(0.08)	0.99
Summer-14	3.99	4.10	3.44	(0.39)	0.05	(0.13)	0.25	(0.05)	

NGL Market Swap Prices

Term	Ethane (¢/gal)	Ethane Frac (\$/mmbtu)	Propane (¢/gal)	Propane Frac (\$/mmbtu)	Normal Butane (¢/gal)	Natural Gasoline (¢/gal)	Term	SO2	NOX
Q1-13	25.25	(0.11)	82.58	5.49	167.42	208.17	Cal-12	1.35	16.00
Q2-13	26.37	(0.00)	82.58	5.45	158.04	202.08			
Q3-13	27.50	0.05	84.54	5.56	158.67	201.00			
Cal-13	26.94	(0.01)	84.29	5.55	161.25	203.04			
Cal-14	29.00	(0.11)	87.02	5.46	159.01	194.50			

Emissions Market Prices (\$/ton)

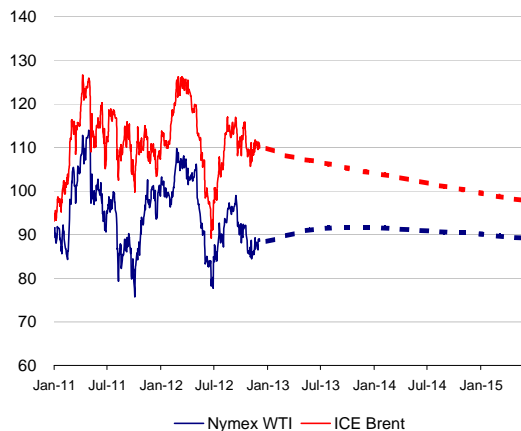
Coal Prices (\$/ton)

Term	NYMEX	CSX	PRB	Term	Chicago	New York
Q1-13	62.35	65.10	9.65	Q1-13	241.00	249.67
Q2-13	65.65	68.20	10.46	Q2-13	239.00	247.50
Cal-13	65.65	68.20	10.46	Q3-13	232.17	240.67
				Cal-13	231.71	240.25

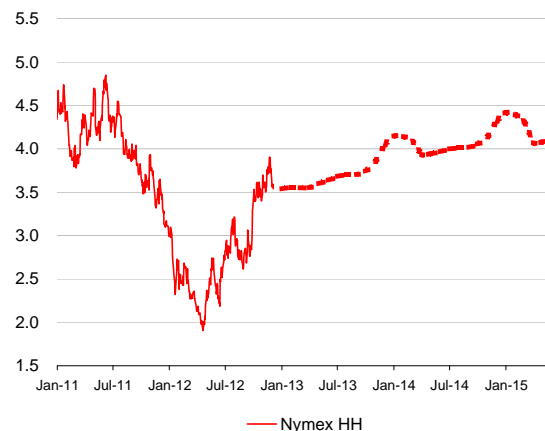
Ethanol Prices (¢/gal)

Historical Prices and Forward Curves

Oil (\$/bbl)



Natural Gas (\$/Mmbtu)



Energy Morning Call – Americas

Today's Key Market News

Crude Oil

Current Market

• NYMEX WTI is trading lower this morning, on bearish expectations for the EIA weekly report on U.S. petroleum inventories. The front month WTI contract for January delivery is trading \$0.27/bbl lower at \$88.23/bbl.

News

- According to the EIA, US crude oil production reached its highest monthly level in nearly 15 years in September, increasing by around 900,000 bbls, year-on-year, to 6.5 mln bpd. The agency largely attributes the rise to the drilling method known as hydraulic fracturing, which allows energy companies to reach pockets of oil and gas that were previously deemed inaccessible.
- According to the Colombian government, the country's crude oil production reached its highest level on record in November, rising by 0.89%, year-on-year, to an average of 970,632 bpd. The move is largely due to declining attacks on oil infrastructure. Pipeline bombings, in particular, have fallen significantly since the start of peace talks between guerilla groups and the government.
- According to a study by the University of Aberdeen, Britain's North Sea crude oil production could increase in the coming years, reflecting the influence of rising investment, higher oil prices and government tax breaks. In 2011, the country's crude oil output averaged 1.04 mln bpd. The report suggests that output could reach 1.4 mln bpd by 2017, based on an oil price of \$90/bbl.

Last Trading Session

• U.S. crude oil prices closed lower on Tuesday, after President Obama's administration rejected a Republican budget plan. The front month January NYMEX WTI contract closed down \$0.59 to settle at \$88.5/bbl.

EIA and CFTC Report Highlights

- According to data from the EIA inventory report released on Wednesday, for the week ended 11/23/12, U.S. distillate, gasoline and crude oil stocks posted draws to inventories. Cushing crude stocks increased, finishing last week at 45.8 mmbbl.
 - Crude Oil: Down 0.3 million barrels
 - Gasoline: Up 3.9 million barrels
 - Distillate: Down 0.8 million barrels
- The CFTC Futures-and-Options Report for the week ending 11/27/12, revealed that large speculators increased their net long positions on heating oil & RBOB gasoline while decreasing their positions on crude oil

EIA Inventories

23-Nov-12	EIA Inventories		
	EIAs	Total	YoY Change
Crude	(0.35)	374.12	39.38
CL (xP5)	(1.54)	317.67	39.06
Distillate	(0.80)	112.04	(26.45)
Gasoline	3.865	204.26	(5.59)
Runs	0.285	15.17	0.61

CFTC - Commitment of Traders (Crude Oil)

27-Nov-12	Non-Comms	Non-Reps	Total Spec
Crude	179725 LONG	6313 LONG	186038 LONG
Week Ch	(47,302)	(454)	(47,756)

Gas & Power

Current Market

• NYMEX natural gas is trading higher this morning, on forecasts of colder weather in the coming few weeks which is expected to boost heating demand. The front month January contract is trading 5¢ higher at \$3.589/MMBtu. Cash is trading 20¢ under the front month.

News

- The recent spate of high-profile enforcement actions by the Federal Energy Regulatory Commission has industry observers worried that regulators may be overstepping their boundaries in a way that threatens energy trading. Regulatory uncertainty is another growing concern in this area, according to several industry sources, who maintain that FERC has the regulated industries guessing about exactly what constitutes market manipulation.

Last Trading Session

• NYMEX natural gas futures closed lower on Tuesday, on speculation that an unusually warm start to December will reduce heating needs. The front month January contract closed down 5.2¢ to settle at \$3.539/MMBtu.

EIA and CFTC Report Highlights

- The Energy Information Administration reported that storage inventories increased by 4 Bcf during the week ended 11/23/12, which was above expectations. This leaves gas storage at 3,877 Bcf, 26 Bcf above last year, and 190 Bcf above the five-year average at this time. This compares to the 2 Bcf build last year and the five-year average draw of 18 Bcf.
- In the CFTC Futures-and-Options report for the week ending 11/27/12, large speculators increased their net short position in natural gas futures and options to 95,402 contracts.

Alternative Energy

News

- Norway put development of its first planned offshore wind farm on hold until further notice, with the company involved citing a lack of political support, a setback in European efforts to boost renewable energy production. Norway has some of Europe's best conditions for wind power production, with strong winds distributed across large areas and the potential to install as much as 30,000 megawatts of offshore turbine capacity, according to the country's energy and water directorate.

EIA Storage

23-Nov-12	EIA Storage					
	Injection/Withdrawal				Surplus/Deficit	
	Last Yr	5Y Avg	5Y Low	5Y High	Fcst	
Last EIA	2	(18)	(65)	2	4	26
Upcoming EIA	(15)	(51)	(88)	(15)	-15 to -5	30
Two Weeks Out	(79)	(113)	(146)	(79)	n/a	n/a

CFTC - Commitment of Traders (Natural Gas)

27-Nov-12	Non-Comms	Non-Reps	Total Spec
NatGas	-95402 SHORT	40122 LONG	-55280 SHORT
Week Ch	-12144	753	-11391

Morgan Stanley Commodities may use e-mail to provide copies of its "Energy Call" publications. You may elect not to receive these publications by e-mailing us at nymc_unsubscribe@morganstanley.com or by writing to us at: [Morgan Stanley Capital Group Inc., 2000 Westchester Avenue, New York, NY 10577, Attention: Lakshya Madhok]

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Energy Prices Continue Moving Up Into the Winter Heating Season

Natural Gas prices have recently rallied of the Fall low reached in September and are up 25 % in the last 8 weeks.



This has placed upward pressure in Electricity and Natural Gas rates available for commercial and residential customers moving in the Winter heating season. However we have seen a slight pullback in the past week due to decreased demand in the heavily populated Northeast created by Hurricane Sandy as well as profit taking as a result. This has created what may be the last buying opportunity before we move deeper into the Winter heating season. Commercial/Industrial and Residential customers who have not yet secured electricity/natural gas contracts/hedges through 2013 and beyond need to examine current market conditions and projections outlined below.

Winter 2012-2013 forecast

Last year's record mild Winter drove Natural Gas and Electricity rates to unprecedented 10 year low levels. This year's winter forecast is calling for significantly colder temperatures and increased snowfall throughout the Northeast United States (see link).

<http://www.accuweather.com/en/weather-news/winter-forecast-snow-northeast-nyc/80787>

Below is an excerpt from this year's Farmer's Almanac Winter 2012-2013 forecast:

****Last winter was the fourth warmest for the contiguous 48 since record keeping began in 1895, with 24 states experiencing below-normal precipitation. The situation became critical this past spring and summer with broiling hot temperatures across much of the country and the most severe drought conditions the nation has seen in more than 50 years.**

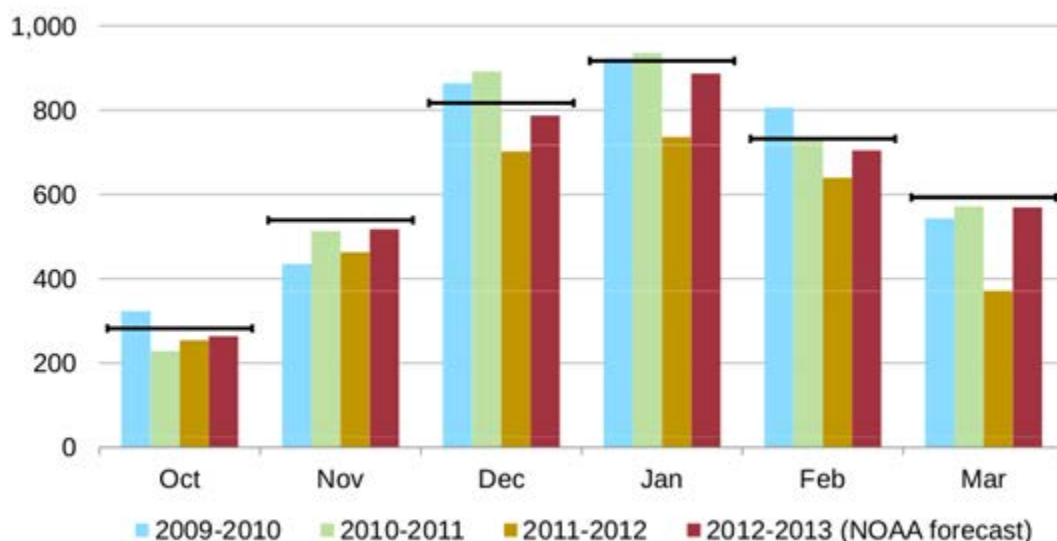
For the coming season, we're predicting that winter will return to some – but not all – areas. We think it will be a “winter of contraries, as if Old Man Winter were cutting the

country in half. The eastern half of the country will see plenty of cold and snow. We predict that real winter weather will return to areas from the Great Lakes into the Northeast. Most eastern states – as far south as the Gulf Coast – will see snowier than normal conditions and cooler temperatures. We are “red flagging” February 12–15 and March 20–23 for major coastal storms along the Atlantic seaboard; storms bringing strong winds and heavy precipitation.



Please note the projected increase in population-weighted heating degree days for 2012-2013 indicated below for the EIA (Energy Information Administration). While they are not quite at record levels reached December through February they are significantly higher than last year. This will certainly have an impact on NG demand and also increase electricity rates available as we move into 2013.

U.S. current population-weighted heating degree-days



Note: Horizontal bars indicate monthly average degree days over the period 1971-2000.

Source: EIA calculations based on NOAA state history and forecasts (August 15, 2012) weighted by same-year populations.

Please also note the last time NG reached record low levels in September 2009 a severe Winter followed. This caused Natural Gas and Electricity rates to spike dramatically in a very short period of time (see graph below):



A colder than normal Winter should throw NG into backwardation. Commodity contracts normally go into backwardation when the market perceives limited near-term supply versus demand. Accepted conventional wisdom is that NG prices will remain in contango when spot prices for a commodity or front month futures contracts are priced lower than the futures price for contracts for months later in the year. The arithmetic with a slightly colder than normal says otherwise.

If Natural Gas storage falls below the average range of the 5 year average the market will become very concerned about having adequate storage for the 2013-2014 Winter.

At that point near term natural gas prices will rise more than longer term prices to encourage every well that is capped to be turned on and every well awaiting completion to be completed as soon as possible. As of [September 28, the EIA reported natural gas was still 281 Bcf above the 5 year average](#). But natural gas was well over 800 Bcf above the 5-year average at the end of March. Since the end of March the natural gas storage glut has decreased by close to 600 Bcf from a combination of declining production and coal to gas switching. At the same pace natural gas would be below the average range of the 5-year storage average by the end of March.

With the rig count falling to 434 natural gas rigs production will continue to decline between now and March. A drop of an average of 2 Bcf per day in natural gas production between now and the end of March would cause a 360 Bcf drop in storage compared to the 5-year average assuming normalized weather. A colder than normal winter can easily eat up another 1 Bcf per day dropping storage another 180 Bcf per day compared to the 5 year average. At this point natural gas prices will rise to whatever level is necessary to increase the rig count back over 700 to try to fill storage for the next winter.

The number of working NG rigs is the lowest since June 1999. Designated gas rigs account for just 23% of current operating rigs , the lowest on record since Baker Hughes began reporting separate oil and gas rig figures in July 1987.

<http://www.foxbusiness.com/news/2012/10/12/us-gas-rig-count-down-15-in-week-to-422-baker-hughes/>

Conventional wisdom in the natural gas market is not ready for this, but the arithmetic says it is a real possibility. We have concerns both short and long term as to where the energy markets are headed into 4th Quarter 2012 and into 2013 (see below)

Here are several factors that could increase prices even higher during 4th Qtr and into 2013:

- 1) A severe Winter forecast (similar to 2009-2010) calling for colder than normal temperatures will place upward pressure on prices as outlined above.
- 2) Continued production cuts by major US NG producers and their impact on NG prices.
- 3) Possible hurricane/weather event entering the Gulf of Mexico and disrupting production. If this happens (and we are not out of the woods yet) prices will skyrocket quickly and rates available will also increase.
- 4) Increased coal to gas switching. Many electricity generation plants have the ability to switch from coal to gas.
- 5) Continued attacks by EPA and current Administration on coal generation. Recent federal appeals court ruling to uphold EPA's greenhouse gas rule will further restrict future coal electricity generation. There will be over 125 coal plant closings between 2010 and 2012.
- 6) Increased demand for Natural Gas in the transportation sector. There are a number of large companies switching their trucking fleets to Natural Gas powered vehicles
- 7) Unlikely repeat of last year's extremely mild Winter (last year's Winter warmest on record in 50 years).

06/29/2012 C=2.824 +.402 O=2.326 H=2.824 L=2.185 Mov Avg 3 lines



Created with SuperCharts by Omega Research © 1997



CONSUMER ENERGY SOLUTIONS, INC.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
MASTER POWER SUPPLY AGREEMENT WITH AN
ALTERNATE RETAIL ELECTRIC SUPPLIER FOR
ELECTRICITY SUPPLY AND RELATED SERVICES FOR THE
VILLAGE OF BENSENVILLE ELECTRIC AGGREGATION PROGRAM**

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, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS, the Illinois Power Agency Act, 20 ILCS 3855/1-92 (the “Act”), authorizes municipalities to adopt programs for the aggregation of residential and small commercial retail electrical loads located within the municipality (“Electricity Aggregation Program”) and to solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment pursuant to the Act; and

WHEREAS, the VILLAGE may operate an Electricity Aggregation Program under the Act as an “opt-out” program, whereby residential and small commercial retail customers may choose not to participate in the program, if authorized by referendum pursuant to the requirements of the Act; and

WHEREAS, the VILLAGE passed Ordinance 37-2012 on July 24, 2012 providing for the submission of the public question of whether the Village should operate the Electricity Aggregation Program as an opt-out program in a referendum on November 6, 2012; and

WHEREAS, the public question passed on November 6, 2012 by a 53.48% majority vote of the electors voting on the public question; and

WHEREAS, the VILLAGE passed Ordinance 77-2012 on November 13, 2012 amending the Village Code to authorize the aggregation of residential and small commercial retail

electrical loads located within the corporate limits of the Village of Bensenville for the purpose of soliciting bids and entering into service agreements to facilitate for such aggregated loads the sale and purchase of electricity and related services and equipment; and

WHEREAS, the VILLAGE held public hearings on November 27, 2012 and December 4, 2012, and duly passed Ordinance 81-2012 on December 4, 2012 approving the Village of Bensenville Electric Power Aggregation Plan of Operation and Governance; and

WHEREAS, the VILLAGE determined that it was reasonable, necessary, and desirable to enter into a Master Power Supply Agreement, which is attached hereto as Exhibit “A” and incorporated herein by reference, for the provision of full-requirements electricity supply and related services for the VILLAGE Electric Aggregation Program.

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 as if fully set forth.

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest to, the Master Power Supply Agreement attached hereto and incorporated herein by reference as Exhibit “A,” including exhibits, with such additions and revisions thereto as the Village Attorney shall require.

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 11th day of December, 2012.

APPROVED:

2

ATTEST:

Village Clerk

Ayes: _____

Nays: _____

Absent: _____

MASTER POWER SUPPLY AGREEMENT

AGREEMENT AND BETWEEN THE VILLAGE OF BENSENVILLE AND [REDACTED] TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR AN ELECTRIC AGGREGATION PROGRAM

This Agreement (“Agreement”), is entered into as of this [REDACTED] day of [REDACTED], 2012 (“Effective Date”) between the VILLAGE OF BENSENVILLE, an Illinois municipal corporation (“Municipality”) and [REDACTED] (“Supplier”) (each a “Party” and collectively, the “Parties”).

RECITALS

A. The Municipality has established an Electricity Aggregation Program (“Program”) pursuant to the Aggregation Ordinance and the Aggregation Statute, and will conduct the Program as an opt-out program pursuant to the Aggregation Ordinance and the Aggregation Statute.

B. In order to identify qualified suppliers of electricity for the Program, the Village of Bensenville conducted a Request for Proposal and Power Supply Bid process.

C. The purpose of this Agreement is for the Supplier to provide the Services, as defined in Article 2 below to all Eligible Customers who choose not to opt out of the Program throughout the Term of this Agreement at the Price established in this Agreement.

D. The Supplier acknowledges and agrees that it has all certifications, authorizations, qualifications, and approvals necessary pursuant to the Requirements of Law to sell Full-Requirements Electricity Supply to Eligible Customers pursuant to this Agreement, including without limitations that:

a. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in the State of Illinois utilizing the existing transmission and distribution systems of ComEd within the service areas of ComEd; and

b. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS – Retail Electric Supplier Service with Rider PORCB – Purchase of Receivables and Consolidated Billing; and

- c. Supplier has at least three years continuous experience as a Retail Electric Supplier and has provided Full-Requirements Electricity Supply Services to at least 25,000 residential or commercial customers; and
- d. Supplier acknowledges and agrees that it will provide the Services, including without limitation Full-Requirements Electricity Supply to all Program Customers, pursuant to the Bid Process, the Bid Response, this Agreement, and the Requirements of Law; and
- e. The Municipality desires to enter into this Agreement with Supplier for the provision by the Supplier of Full-Requirements Electricity Supply Services to all Eligible Customers pursuant to the Program.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the Municipality and the Supplier agree as follows:

ARTICLE 1 RECITALS

- 1.1 The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

ARTICLE 2 DEFINITIONS

The following terms shall have the meanings ascribed to them in this section:

- 2.1 “Aggregate” Means the total number of Eligible Customers that are within the jurisdictional boundaries of the Municipality;
- 2.2 “Aggregation Ordinance” means that certain ordinance adopted by the Municipality authorizing the Program.
- 2.3 “Aggregation Statute” means Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 and the rules and regulation of the Illinois Commerce Commission applicable thereto.
- 2.4 “Bid Package” means the bid documents provided to the pre-qualified bidders pursuant to the Power Supply Bid attached to this Agreement as Exhibit A and made a part hereof.

2.5 “Bid Response” means the response submitted by the Supplier to the Bid Package, which is attached to this Agreement as Exhibit B and made a part hereof.

2.6 “Billing Services” means those services described in Section 4.4 of this Agreement.

2.7 “ComEd” means Commonwealth Edison.

2.8 “Compliance Services” means those services identified in Section 4.5 of this Agreement.

2.9 “Confidential Information” means the information defined in Article 9 of this Agreement.

2.10 “Customer Information” means that certain information that the Electric Utility is required to provide to the corporate authorities of the Municipality pursuant to the Aggregation Statute, including without limitation those names and addresses and Electric Utility account numbers of residential and small commercial retail customers in the Aggregate area that are reflected in the Electric Utility’s records at the time of the request.

2.11 “Data” means the data defined in Article 9 of this Agreement.

2.12 “Electric Utility” means ComEd.

2.13 “Eligible Customers” means residential and small commercial electricity customers receiving Full-Requirements Electricity Supply Services within the Municipality who are eligible to participate in the Program pursuant to the Aggregation Statute and the Requirements of Law.

2.14 “Energy” means generated electricity.

2.15 “Enrollment Services” means those services described in Section 4.3 of this Agreement.

2.16 “Extended Term” means the term defined in Section 5.1 of this Agreement.

2.17 “Force Majeure Event” means the circumstances defined in Section 7.1 of this Agreement.

2.18 “Full-Requirements Electricity Supply” means all services or charges necessary to provide the continuous supply of electricity to all Program Customers, including, without limitation, Energy, capacity, losses, renewable portfolio standard (RPS) charges, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, taxes applicable only to the Supplier, and any additional necessary services or charges.

2.19 “Full-Requirements Electricity Supply Services” means those portions of the Services described in Section 4.1 of this Agreement.

2.20 “ICC” means the Illinois Commerce Commission.

2.21 “Independent System Operator” or “ISO” means the independent system operator for the Electric Utility established pursuant to Section 16-126 of the Public Utilities Act, 220 ILCS 5/16-626.

2.22 “Municipality” means the Village of Bensenville.

2.23 “New Customers” means the customers defined in Section 4.3.9 of this Agreement.

2.24 “Opt-Out Notice” means the notices described in Section 4.2.1.1 of this Agreement and provided to Eligible Customers informing them of their ability to opt-out of the Program pursuant to the Requirements of Law.

2.25 “Opt-Out Period” means the time price to the implementation of the Program during which Eligible Customers may choose not to participate in the Program pursuant to the Requirements of Law.

2.26 “Opt-Out Process” means the process defined in Section 4.2.1 of this Agreement.

2.27 “Participating Customers” means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers, and New Customers.

2.28 “Plan of Governance” or “POG” means that certain Plan of Operation and Governance approved by the Municipality on , pursuant to the Aggregation Statute.

2.29 “Point of Delivery” means the point specified by the Electric Utility at which the Supplier must deliver the Full-Requirements Electricity Supply to the Electric Utility for distribution to Participating Customers.

2.30 “Power Supply Bid” means the bidding process conducted by the Village of Bensenville to identify the Supplier.

2.31 “Price” means the fixed price expressed in cents per kilowatt hour at which the Supplier will provide the Services as set forth in Exhibit C to this Agreement attached hereto and made a part hereof.

2.32 “Program” means the electricity aggregation program operated by the Municipality Ordinance, to aggregate residential and small commercial retail electrical loads located within the corporate limits of the Municipality for the purpose of soliciting and entering into service agreements to facilitate for those loads the sale and purchase of Full-Requirements Electricity Supply and related Services.

2.33 “Program Customer” means any Participating Customers and to the extent they requested to be enrolled into the Program in accordance with this Agreement, any Special Billing and New Customers.

2.34 “Program Implementation Services” means those portions of the Services described in Section 4.2 of this Agreement.

2.35 “Requirements of Law” means the Aggregation Ordinance, the Aggregation Statute, the Plan of Governance, the rules and regulations of the ICC and Illinois Power Agency (including, but not limited to the ICC Order in Case No. 11-0434 issued on April 4, 2012), the rules, regulations and tariffs applicable to the Electric Utility and the Independent System Operator, and all other applicable federal, state, and local laws, orders, rules, and regulations, all as may be hereinafter duly amended,

2.36 “Retail Electric Supplier” or “RES” means an “alternate retail electric supplier” as that term is defined in Section 16-102 of the Public Utilities Act, 220 ILCS 5/16-102.

2.37 “Services” means the Full-Requirements Electricity Supply Services, Program Implementation Services, Enrollment Services, Billing Services, and Compliance Services provided in Article 4 of this Agreement.

2.38 “Special Billing Customers” means the customers defined in Section 4.3.8 of this Agreement.

2.39 “Supplier” means [REDACTED] and the lawful successor, transferee, designee, or assignee thereof.

2.40 “Tariffed Service” means the applicable tariffed services provided by the Electric Utility as required by 220 ILCS 5/16-103 at the rates established in ComEd’s “Price to Compare” for the applicable rate class, as posted on the ICC website, which includes ComEd’s electricity supply charges plus ComEd’s transmission series charge, but does not include ComEd’s purchased electricity adjustment.

- 2.41 “Term” means the period of time defined in Section 5.1 of this Agreement.
- 2.42 “Withdrawing Customer” means a customer defined in Section 4.3.6 of this Agreement.

ARTICLE 3

PROGRAM RESPONSIBILITIES

3.1 Municipality Responsibilities.

3.1.1 Customer Information. The Municipality shall, with the assistance of the Supplier, pursuant to the Requirements of Law, obtain the Customer Information from ComEd.

3.1.2 Notices and Customer Information from ComEd. The Municipality shall promptly forward to the Supplier the Customer Information received from ComEd and each Party will promptly provide to the Other Party any notices received by that Party from ComEd concerning the accounts of Eligible or Program Customers.

3.1.3 Submittals to ComEd. The Municipality shall, with the assistance of the Supplier, submit to ComEd (a) the “Government Authority Aggregation Form,” (b) a list of Eligible Customers who are not Participating Customers because they have elected to opt out of the Program, and (c) a list of all Participating Customers.

3.1.4 No Municipality Obligations to Provide Services. The Parties acknowledge and agree that the Municipality is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the Municipality to provide the Services to any person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, New Customers or Participating Customers.

3.1.5 No Municipality Financial Responsibility. The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the Municipality to any other person, entity, or third-party beneficiary of this Agreement, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, New Customers, Special Billing Customers, or Participating Customers.

3.2 Supplier Obligations.

3.2.1 Provisions of Services. The Supplier will provide all of the Services described in Article 4 of this Agreement throughout the Term, including but not limited to the provision of sufficient Full-Requirements Electricity Supply to allow the Electric Utility

to deliver and distribute uninterrupted electric service to all Program Customers. The Supplier acknowledges and agrees that the Municipality is not responsible for providing, and shall not be liable to the Supplier or any Eligible Customer for any failure to provide, and Services pursuant to this Agreement.

3.2.2 Compliance with the Requirements of Law. Supplier shall comply with all Requirements of Law.

3.2.4 Supplier Press Releases. The Supplier may issue press releases concerning the Program that are approved in Advance by the Municipality prior to issuance.

3.2.5 Supplier covenants that all information provided by the Supplier to Municipality or any of its agents relating to this Agreement in any way shall be true and accurate in all respects at all times.

ARTICLE 4 SUPPLIER SERVICES

4.1 Full Requirements Electricity Supply Services: The Supplier must supply the following Full-Requirements Electricity Supply Services as provided in this Section 4.1.

4.1.1 Scheduling, Transmission and Delivery of Full-Requirements Electricity Supply.

4.1.1.1 Generally, the Supplier shall take all actions necessary to arrange for the scheduling, transmission, and delivery of Full-Requirements Electricity Supply to the Electric Utility for distribution to all Participating Customers.

4.1.1.2 Scheduling, Supplier shall schedule the Full-Requirements Electricity Supply for distribution as required by the ISO and the Electric Utility.

4.1.1.3 Distribution and Transmission Rights. Supplier shall obtain all necessary distribution and transmission rights necessary for the delivery of the Full-Requirements Electricity Supply to the Electric Utility hereunder.

4.1.1.4 Transmission and Delivery to Electric Utility

4.1.1.4.1 Transmission and Delivery. Supplier shall cause to be transmitted and delivery to the Electric Utility at the Delivery Point sufficient Energy to provide continuous Full-Requirements Electricity Supply to all Program Customers. The Municipality acknowledges that

the Electric Utility, and not the Supplier, is responsible for the distribution of the Full-Requirements Electricity Supply to the Program Customers after delivery by the Supplier to the Delivery Point, and that Supplier does not take responsibility for the distribution of the Full-Requirements Electricity Supply to Program Customers after the Supplier provides Full-Responsibility Electricity Supply to the Point of Delivery.

4.1.1.4.2 Failure of Delivery. Supplier acknowledges and agrees that if the Supplier fails to comply with any requirement related to the provision of Full-Requirements Electricity Supply Services to the Program Customers pursuant to this Agreement, including without limitation if Supplier shall be solely responsible for any additional costs, charges, or fees incurred because of such failure, and shall not pass through any such additional costs, charges, or fees to Program Customers or the Municipality.

4.1.2 Pricing. Except as provided in Section 4.1.3 of this Agreement, the Supplier shall receive the Price in full payment for all Services, and shall not be entitled to any additional costs, adjustments, charges, fees, or any other payments or compensation. of this Agreement. The Municipality acknowledges that the Price does not include sales or other consumer-based taxes applicable to Program Customers or other taxes that are not applicable to the Supplier.

4.1.3 Price Guarantee. If the rates for Tariffed Service to a particular rate class are set below the Price during the Term of this Agreement, Supplier shall either (a) provide the Services to Program Customers in such rate class at a price equal to the rate for Tariffed Services, or (b) after taking all steps necessary to return all Program Customers to the Electric Utility, terminate this Agreement without damages or early termination fees to either Party. Notwithstanding the foregoing, termination under this Section 4.1.3 may be avoided if the Municipality determined that the Aggregation Program should remain in place at the Price without the need to match. In such an event, the Parties shall enter into a written agreement expressly stating the Agreement shall continue without the need to match, and the Municipality shall not waive any other rights set forth herein by allowing the Price to remain in place without the need to match unless the Municipality specifically agrees in writing.

4.2 Program Implementation Services. The Supplier must supply the following Program Implementation Services as provided in this Section 4.2.

4.2.1 Opt-Out Process. Supplier; at its sole cost and expense, shall, with the assistance of the Municipality, administer the process by which Eligible Customers are provided with the opportunity to opt-out of the Program prior to its implementation (the “Opt-Out Process”), including, but not limited to, the following:

4.2.1.1 Opt-Out Notices. Supplier, at its own expense, shall be fully responsible to prepare and mail form Opt-Out Notices to all Eligible Customers as required pursuant to the requirements of Law. Opt-Out Notices must include all information required pursuant to the Requirements of Law, including, without limitation, the terms and conditions of participation in the Program, the cost of the Program Customer of Full-Requirements Electricity Supply Services under the Program, the methods by which the Opt-Out Period. The Opt-Out Notices must prominently include the toll-free telephone number and secure website described Section 4.2.1.3. The form and content of the Opt-Out Notices shall be approved by the Municipality prior to mailing by the Supplier. In addition to the Opt-Out Notices, the Supplier shall provide Participating Customers with terms and conditions for the provision of Full Requirements Electric Supply to those Participating Customers, which terms and conditions shall comply with and accurately reflect all of the requirements of this Agreement and the Requirements of Law and shall be substantially similar to the form attached in Exhibit F.

4.2.1.2 Notices to Special Billing Customers. The Municipality acknowledges that the Municipality may provide notices to Special Billing Customers concerning the Program, the Price, the rates charged to Special Billing Customers under their existing service, and the opportunity for Special Billing Customers to enroll in to the Program as provided in Sections 4.3.8 and 4.3.9 of this Agreement.

4.2.1.3 Toll Free Number and Secure Website. In addition to receiving completed Opt-Out Notices from Eligible Customers nu mail, the Supplier shall, at its own expense, provide, operate, maintain a toll-free telephone number and secure website for the use of Eligible Customers to opt out of the Program. The toll-free number shall be operating during normal business hours and the secure website shall be operational 24 hours a day, seven days a week during the Opt-Out Period. The Opt-Out Notices must prominently include both the toll-free telephone number and the internet address of the secure website. Supplier shall support Spanish speaking Eligible Customers and Eligible Customers with disabilities.

4.2.1.4 Reporting. During the Opt-Out Period, Supplier has been responsible for receipt of all Opt-Out Notices. Supplier shall assemble, track, and report to the

Municipality concerning the delivery and receipt of all Opt-Out Notices to and from Eligible Customers, including without limitation providing the Municipality with complete information concerning all Eligible Customers who choose to opt-out of the Program whether by mail, telephone, or the secure website.

4.2.2 Required Disclosures. Supplier shall provide Eligible Customers with all information required to be disclosed to Eligible Customers concerning Services and the Program pursuant to the Requirements of Law, including without limitation all information required to be included in the Opt-Out Notices.

4.3 Enrollment Services. The Supplier shall supply the following Enrollment Services:

4.3.1 Record of Participating Customers. Following the completion of the Opt-Out Period, the Supplier shall compile a complete list of all Participating Customers and those Eligible Customers who have opted out of the Program, and shall ensure that no Eligible Customers who have opted out are enrolled in the Program.

4.3.2 Enrollment Upon completion of the Opt-Out Process and the identification of all Eligible Customers who have opted out of the Program, the Supplier shall, at its sole cost and expense, take all actions necessary to enroll Participating Customers in the Program pursuant to the Requirement of Law.

4.3.3 Term of Enrollment. Participating Customers who do not opt out of the Program shall be enrolled in the Program by the Supplier, and shall remain enrolled in the Program until the end of the Term, unless the Agreement is terminated pursuant to its terms or the Participating Customer withdraws from the Program pursuant to Section 4.3.6 of this Agreement.

4.3.4 Direct Access Service Request. The Supplier shall submit a direct access service request to ComEd for each Participating Customer in compliance with the “standard switching” subsection of Rate RDS – Retail Delivery Service, in order to allow Full Requirements Electricity Supply Services to commence following the Municipality’s implementation schedule which is attached hereto as Exhibit E and made a part hereof.

4.3.5 Payment of Switching Fees. The Supplier shall reimburse Participating Customers for any switching fee imposed by the Electric Utility related to the enrollment of a Participating Customer in the Program within 30 days of receiving notice of such switching fee. The Supplier shall not be responsible to pay any switching fees imposed on Participating Customers who switch service from an alternative retail electric supplier.

4.3.6 Withdraw by a Program Customer. For Participating Customers who notify the Supplier after the completion of the Opt-Out Period that the Participating Customer desired to withdraw from the Program and all other Program Customers (collectively, “Withdrawing Customers”), the Supplier must, at the direction of the Participating Customer, drop the Withdrawing Customer from the Supplier’s Full-Requirements Electricity Supply Services on the next available meter read, which will result in restoring the Withdrawing Customer to Tariffed Service. The Supplier shall not assess an early termination fee to Withdrawing Customers.

4.3.7 Customer Service Inquiries. After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and internet website for the purpose of receiving questions and comments from Program Customers concerning the Full-Requirements Electricity Supply. The Supplier may inform Participating Customers that questions about the delivery and billing of the Full-Requirement Electricity Supply should be directed to ComEd. Supplier must promptly and courteously address customer service inquiries in a manner that meets or exceeds the ICC requirements for the operation of call centers.

4.3.8 Special Billing Customers. Subject to the Requirements of Law and due to the Minimal and/or fixed nature of their existing billing rates, the following Eligible Customers shall not be automatically enrolled in the Program, but may subsequently elect to enroll in the Program as New Customers pursuant to Section 4.3.9 of this Agreement.

4.3.8.1 Any Eligible Customer to which the following ComEd delivery classes are applicable:

- Residential Single Family With Electric Space Heat Delivery Class
- Residential Multi Family With Electric Space Heat Delivery Class

4.3.8.2 Any Eligible Customer in the residential customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RDS – Retail Delivery Service; and

4.3.8.3 Any Eligible Customer in the commercial customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RDS – Retail Delivery Service (collectively, the “Special Billing Customers”)

4.3.9 New Customers. After the commencement of the Program and the enrollment of Participating Customers, the Supplier shall, at the request of a New Customer, as defined in this Section 4.3.9, immediately enroll the following customers in the Program and provide Full-Requirements Electricity Supply Services to those customers at the Price:

4.3.9.1 Any Eligible Customer within the Municipality that moves to a new location within the Municipality;

4.3.9.2 Any Eligible Customer that moves into an existing location within the Municipality;

4.3.9.3 Any Eligible that previously opted out of the Program during the Opt-Out Period; and

4.3.9.4 Any Eligible Customer that was inadvertently omitted from the list of Participating Customers and not enrolled in the Program, (collectively, the Eligible Customers set forth in this Section 4.3.9.1 to 4.3.9.4, inclusive, are the “New Customers”).

4.4 Billing Services. The Supplier must supply the following Billing Services as provided in this Section 4.4:

4.4.1 Billing Generally. Supplier shall confirm that billing to Program Customers will be provided by ComEd under a consolidated billing format pursuant to “Rider PORCB – Purchase of Receivables and Consolidated Billing,” and pursuant to the Requirements of Law. The Municipality acknowledges and agrees that ComEd will bill Program Customers for the Price of the Services as part of its billing for the distribution of such supply, and that the Supplier shall not be responsible for billing Program Customers.

4.4.2 Customer Classes. Eligible Customers shall be categorized within either the residential or commercial customer classes according to the applicable rates under which they received electricity supply from ComEd prior to participating in the Program.

4.4.2.1 Residential Customer Class. The residential customer class shall include those Program Customers taking service from ComEd under the following rates:

- Residential Single Family Without Electric Space Heat Delivery Class
- Residential Multi Family Without Electric Space Heat Delivery Class

4.4.2.1 Commercial Customer Class. The commercial customer class shall include those Program Customers who are taking service from ComEd under the following rates:

- 15,000 kWh or less Delivery Class

4.5 Compliance Services. The Supplier shall at no charge to the Municipality, assist the Municipality in complying with any current or future Requirements of Law concerning the operation of the Program, including without limitation the provision of reports or other information as the Municipality may reasonably request from time to time.

4.6 Following the completion of the Opt-Out Period, the Supplier shall compile a complete list of all Participating Customers in the Program. Supplier will update this list as New Customers are added and deleted. Supplier will make this list available to the Municipality at any time the Municipality requests the list. Additionally, within 120 days of the end of the term of this Agreement, Supplier will make the Program's load data by rate class available to the Municipality. Load data shall include:

- Historical Usage Data.
- Capacity Peak Load Contribution (PLC) values and effective start and end dates.
- Network Service Peak Load Contribution (PLC) values and effective start and end dates.
- Meter Bill Group Number.
- Rate Code.

ARTICLE 5

TERM

5.1 Term. This Agreement commences as of the Effective Date and is for a term of consecutive monthly billing periods starting from the initial meter read date designated by the Municipality in consultation with the Supplier in , and expires at the end of the last day of the billing cycle for the Participating Customer(s) with the latest billing cycle (the "Term"). The Municipality and the Supplier may extend the Term for additional periods of time up to 3 years for each extension, by written agreement approved and executed by each Party (each an "Extended Term"). Nothing in this Article 5 related to the Term or the possibility of agreement to an Extended Term may be construed or applied in any manner to create any expectation that any right or authority related to this Agreement granted by the

Municipality to the Supplier will continue beyond the Term or an approved Extended Term. Notwithstanding the provisions of this Section 5.1, if the rate for Tariffed Service falls below the Price during the Term, the Supplier may terminate this Agreement after returning Program Customers to Tariffed Service as provided in Section 4.1.3 of this Agreement.

5.2 In the event this Agreement is not renewed or terminated for any reason, including the expiration according to its terms, the Municipality may choose another RES or Retail Electric Supplier and Supplier shall allow all Participating Customers to be switched to the selected RES, or all Participating Customers shall be switched by the Supplier to service with ComEd in accord with the standard switching rules and applicable notices or as otherwise required by any applicable law or regulation.

ARTICLE 6

REMEDIES AND TERMINATION

6.1 (a) Municipality's General Remedies. In addition to every other right or remedy provided to the Municipality under this Agreement, if the Supplier fails to comply with any of the provisions of this Agreement (for reason other than a Force Majeure Event pursuant to Section 7.1 of this Agreement or a Regulatory Event pursuant to Section 7.2 of this Agreement), then the Municipality may, but is not required to, give notice to the Supplier specifying that failure. The Supplier shall have 15 calendar days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 calendar days but the Supplier promptly commences a cure and diligently pursues the cure to completion. If the Supplier fails to comply with any provision of this Agreement, fails to comply within the 15-day period (hereinafter referred to as the "Cure Period"), or the shorter period if an imminent threat, or if the Supplier fails to promptly commence a cure and diligently pursue the cure to completion, then the Municipality, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:

6.1.1 Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the Supplier for those purposes:

6.1.2 Institute a lawsuit against the Supplier for breach of this Agreement and, except as provided in Section 6.3 of this Agreement, seek remedies and damages as the court may award.

6.1.3 In the case of noncompliance with a material provision of this agreement, declare this Agreement to be terminated, with said termination to be effective within ten (10) days after giving written notice of such termination to the Supplier.

If the Municipality terminates this Agreement under this Section 6.1, then the Supplier, within 14 calendar days after the Municipality's demand, shall reimburse the Municipality for all costs and expenses incurred by the Municipality, including, without limitation, reasonable attorney's fees, in connection with that termination of rights or with any other enforcement action undertaken by the Municipality.

6.2 Actions on Termination or Expiration of this Agreement. This Agreement shall terminate upon the expiration of the Term or an Extended Term, as applicable (with the understanding that the expiration of service for any particular Program Customer will be tied to that customer's billing cycle), or the Municipality's termination of the Agreement pursuant to Section 6.1 or 4.1.3. Upon termination as a result of expiration of the Term (absent agreement upon an Extended Term), or upon termination as a result of expiration of an Extended Term, as applicable, Supplier shall return Program Customers to Tariffed Service upon expiration of the Term or Extended Term, as application, on the first available meter read. In the event of the Municipality's termination of the Agreement prior to the end of the Term or Extended Term pursuant to Section 6.1.3, as applicable, Supplier shall return Program Customers to Tariffed Service on the second available meter read in order to provide the opportunity for Program Customers to identify alternate sources of electrical supply prior to returning to Tariffed Service. Program Customers shall not be liable for any termination fee as a result of such termination or expiration in accordance with the preceding sentences of this Section 6.2.

6.3 Limitation of Liability. The Municipality shall not be liable to the Supplier under this Agreement for incidental, indirect, special, punitive or consequential damages connected with or resulting from performance or non-performance of this Agreement, irrespective of whether such claims are based upon breach of warranty, tort (including negligence of any degree), strict liability, contract, operation of law or otherwise.

ARTICLE 7

FORCE MAJEURE EVENTS, REGULATORY EVENTS AND ADDITIONAL CHARGES, TAXES OR LEVIES

7.1 Force Majeure Events. The Supplier shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by a "Force Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the Supplier's ability to anticipate or control. . Non-compliance

or default attributable to a Force Majeure Event shall be corrected within a reasonable amount of time after the Force Majeure Event has ceased.

7.2 Regulatory Event. The following shall constitute a "Regulatory Event":

- a. Illegality. It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
- b. Adverse Government Action. A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.
- c. New Taxes/Legislative or Regulatory Charges/Surcharges. Any new charges/surcharges, tax or increases in such tax, or an application of such tax to a new or different class of parties, which is enacted or levied on the Supplier, not recoverable by Supplier from Participating Customers pursuant to Section 7.3 below, and effective after the Execution Date, except federal and state income taxes, employee taxes or other taxes assessed against the business of the Supplier or the delivery of services under this Agreement.
- d. Occurrence of Regulatory Event. Within ten (10) days of the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within thirty (30) days or such other period as the Parties may agree in writing, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate and close out its obligations under this Agreement.

7.3 Additional Charges, Taxes, or Levies. In the event that the electric utility, the PJM or other applicable regional transmission organization, any transmission provider, or any unit of government takes action or inaction that results in the imposition of a generally applicable additional charge, tax, or levy upon the Supplier, and similarly situated suppliers, for the provision of Services, then Supplier will adjust the Price to reflect such additional charge, tax or levy by the following procedure:

- a. The Supplier shall provide written notice to the Municipality and Participating Customers within 15 days after the occurrence of such action or inaction, of: (i) the nature of the action or inaction; (ii) the adjustment of the Price for the applicable Term and (iii) the date on which the price adjustment will become effective.
- b. Within 15 days after receipt of the notice described in Section 7.3(a), the Municipality shall have the right to request a meeting with the Supplier to review the action or inaction, and the price adjustment, identified by the Supplier. The Supplier and the Municipality shall meet within five business days after delivery of such request to the Supplier, and shall cooperate in good faith to resolve any dispute regarding the price adjustment.
- c. The Supplier shall continue to provide the Services during any such negotiations, unless prohibited by law or regulation. This Section 7.3 shall not apply to any fine or penalty assessed against the Supplier as a result of any failure by the Supplier to comply with applicable laws and regulations.

ARTICLE 8

INDEMNIFICATION AND INSURANCE

8.1 Indemnification. The Supplier shall indemnify and hold harmless the Municipality, its officers, employees, agents, and attorneys, from and against any third party injuries, claims, demands, judgments, damages, losses and expenses or any kind, including reasonable attorney's fees and costs of suit or defense, arising from the Supplier's provision of the Services, except to the extent caused by the sole negligence of the Municipality. The Municipality shall give the Supplier timely written notice of its obligation to indemnify and defend the Municipality after the Municipality's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Supplier and/or the Municipality. Nothing herein shall be construed to limit the Supplier's duty to indemnify the Municipality by reference to the limits of insurance coverage described in this Agreement.

8.2 Insurance. Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates of insurance, all with coverages and limits as set forth in Exhibit D to this Agreement attached hereto and made a part hereof. For good cause shown, the Municipality's Village Manager, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Municipality's Village Manager, or his or her designee may impose in the exercise of his or her sole discretion. Such certificates and policies shall be in a form acceptable to the Municipality and from companies with general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies

shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company or Supplier to the Municipality. The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverages provided above.

ARTICLE 9 CONFIDENTIAL INFORMATION

9.1 Confidential and Proprietary Information. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information unrelated to the calculation of the Price or rates pursuant to the Requirements of Law, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives. Compliance by the Municipality with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("Illinois FOIA"), including compliance with an Illinois FOIA request or an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section.

9.2 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Supplier's confidential information, will be and remain the sole property of the Municipality. The Supplier must promptly deliver all Data to the Municipality at the Municipality's request. The Supplier is responsible for the care and protection of the Data until that delivery. The Supplier may retain one copy of the Data for the Supplier's records subject to the Supplier's continued compliance with the provisions of this Agreement.

9.3 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, the ICC order in Case No. 11-0434 issued April 4, 2012, and the provisions of

ComEd's Tariff Rate GAP. Municipality shall warrant to ComEd that customer-specific information provided to the Municipality in accordance with the provisions of ComEd's Tariff Rate GAP shall be treated as confidential. To protect the confidentiality of Customer Information.

9.3.1 Supplier access to Customer Information is limited those authorized representatives of Supplier, or any third party, who have a need to know the information for purposes of this Agreement.

9.3.2 Supplier warrants that it will not disclose, use, sell or provide Customer Information to any person, firm or entity for any purpose outside of the Program.

9.3.3 Supplier and Municipality acknowledge that Customer Information remains the property of the Municipality and that material breaches of confidentiality will prohibit Supplier from placing any new bids to the Municipality's subsequent Request(s) for Proposal for a period of one year after termination of this Agreement.

9.3.4 Supplier warrants that it will delete and/or destroy the Customer Information described in Items 18 through 23 of the Company Obligations Section of ComEd's Tariff Rate GAP, and provided by Municipality, within 60 days after ComEd provides the information to Municipality. Municipality will offer its assistance to ensure that Supplier meets these requirements and deadlines.

9.4 Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Nine shall survive the conclusions or termination of this Agreement for two (2) years.

ARTICLE 10

MISCELLANEOUS

10.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the exhibits to this Agreement shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

To Municipality:

Village Manager
Village of Bensenville
12 South Center Street
Bensenville, IL 60106

To Supplier:

With a copy to:

Patrick K. Bond
Village Attorney
Bond, Dickson & Associates
400 Knoll Street #C
Wheaton, IL 60187-4557

With a copy to:

10.2 Mutual Representatives and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

- a. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation or incorporation, and if relevant under such laws, in good standing;
- b. The Supplier has the corporate, and upon the passage and approval of the Corporate Authority of the Municipality, the Municipality has the governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
- c. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and
- d. It has reviewed and understands this Agreement; and
- e. It, to the extent applicable, shall comply with all the Requirements of Law.

10.3 Supplier agrees that all information presented in its Request for Proposal for Municipal Aggregated Electricity Supply for the Village of Bensenville, dated [REDACTED], Are accurate and there have been no material changes to that information. Any exceptions are noted on Exhibit G, attached hereto and made part of this Agreement.

10.4 Entire Agreement. This Agreement and the Request for Proposal referenced in Section 10.3, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral and written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by both Parties hereto.

10.5 Exhibits. Exhibits A through G attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.

10.6 Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. No waiver of any term, provision or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

10.7 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard for the conflicts of law provisions thereof.

10.8 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of Exhibits hereto, the provisions of the Agreement shall control.

10.9 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision or the remainder of this Agreement.

10.10 Venue. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, DuPage County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District of the Northern District of Illinois, Eastern Division.

10.11 No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

10.12 No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Municipality may have under Federal or state law unless such waiver is expressly stated herein.

10.13 Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.14 Authority to Sign Agreement. Each Party warrants to the other Party that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of each Party warrants to the other Party that he/she is authorized to execute this Agreement in the name of the Party for which he/she is signing.

10.15 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Municipality and the Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this agreement.

10.16 Non-Assignability. This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Municipality.

10.17 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: _____

Municipality: Village of Bensenville

Signature

Signature

Printed/Typed Name

Printed/Typed Name

Title

Date

Attest:

dr

Title

Date

Attest:

EXHIBIT A
BID PACKAGE

EXHIBIT B
BID RESPONSE

EXHIBIT C

PRICE

EXHIBIT D:

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory:

(2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability

a. with coverage written on a "claims made" basis with limits no less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" basis.

Coverages shall include:

Broad Form Property Damage Endorsement

Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract.)

b. with coverage written on a "claims made" basis with limits no less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "claims made" basis.

Coverages shall include:

Broad Form Property Damage Endorsement

Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract.)

D.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy; the excess or umbrella policy becomes effective to cover such loss.

F. Owner as Additional Insured. Owner shall be included as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

G. Other Parties as Additional insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

Additional Insured Policy or Policies

EXHIBIT E

IMPLEMENTATION SCHEDULE

Days from Contract Signing and receipt of ComEd data

- 7: Opt Out letter in mail
- 14: Opt Out response
- 2: Mail Response
- 2*: Supplier to send list to ComEd
- 10: ComEd to supply account numbers
- 2: Supplier to finalize list
- 3: Cushion days
- 20: Supplier to DASR accounts
(includes ComEd rescission letter/period)
- 60

*business days

EXHIBIT F

OPT-OUT NOTICE

Dear Village of Bensenville Resident,

The Village of Bensenville is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where Village officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Illinois Utilities Commission. Village of Bensenville voters approved this program in November, 2012.

After researching competitive electricity pricing options for you, we have chosen _____, to provide you with savings on your electric generation through _____. There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate.

As a member of this aggregation, you are guaranteed to save _____ percent off your Price to Compare. Your Price to Compare is essentially the price you pay for electric generation from the utility and consists of generation and transmission related components, which are the costs associated with generating the power and delivering it through the transmission system.

To estimate what your savings per kilowatt-hour (KWH) will be through this program, locate your Price to Compare on your electric bill. Divide your Price to Compare by 100, then multiply by 0.0 _____ (____%) to determine your savings per KWH. Multiply that number by your total monthly usage. The final number is how much you can expect to save each month you use the same amount of electricity.

You will see your electric savings from _____ after your enrollment has been completed and your switch has been finalized - approximately 30 - 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the Village of Bensenville electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility - Commonwealth Edison- you have until _____, 2012 to return the attached "opt-out" form. If you do not opt out at this time, you will receive a notice at least every _____ asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to a cancellation fee from _____ - and you might not be served under the same rates, terms and conditions that apply to other customers served by Commonwealth Edison.

After you become a participant in this governmental aggregation program, Commonwealth Edison will send you a letter confirming your selection of _____ as your electric generation provider. As required by law, this letter will inform you of your option to rescind your enrollment with _____ with adequate notice prior to the scheduled switch. To remain in the Village's governmental aggregation program, you don't need to take any action when this letter arrives.

Commonwealth Edison will continue to maintain the system that delivers power to your home - no new poles or wires will be built by _____. You will continue to receive a single, easy-to-read bill from your local electric utility with your _____ charges included. The only thing you'll notice is savings.

If you have any questions, please call _____ toll-free at _____, Monday through Friday, 8 a.m. to 5 p.m. Please do not call the Village of Bensenville with aggregation program questions.

Sincerely,

Village of Bensenville

P.S. To receive these savings, you should not respond. Return the opt-out form only if you do not want to participate in the Village's electric governmental aggregation program.

Option 1: Do nothing and save. If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.

OR

Option 2: Opt out by returning this form. If you do not want to participate in this program, you must return this form before the due date.

Service address (City, state and zip): _____

Phone number: _____

Account holder's signature: _____ Date

EXHIBIT G

**EXCEPTIONS TO REQUEST FOR PROPOSAL
(ATTACHED)**

TYPE: Resolution **SUBMITTED BY:** Village President **DATE:** December 11, 2012

DESCRIPTION: Resolution Honoring the Bensenville Wood Dale Bandits Pop Warner Division 3 Regional Football Championships

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

DATE: N/A

This Resolution recognizes the achievements and the title of Pop Warner Division 3 Regional Champions for the Bensenville Wood Dale Bandits Pee Wee Division Football Team.

RESOLUTION

Honoring the Bensenville Wood Dale Bandits
Pop Warner Division 3 Regional Championships

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

WHEREAS, Pop Warner Football is the only youth football organization that requires high academic standards for participation; and,

WHEREAS, the Bensenville Wood Dale Bandits Pee Wee football team had 21 players between the ages of 10 and 12 years of age; and, have won their regional championship; and,

WHEREAS, the Bensenville Wood Dale Bandits Pee Wee team has five coaches, including Head Coach Bud Heim, and Coaches Juan Bonilla, Brad Howard, Eric Eichorn and Jeremy Geneva, all who volunteer their time to coach these young players and instill a sense of team work and championship; and,

WHEREAS, the Bensenville Wood Dale Bandits had a championship season, with a winning record of 11 games to 2 and scoring 150 points; and,

WHEREAS the Bensenville Wood Dale Bandits Pee Wee team have won their third regional championship; and,

WHEREAS, these victories have brought positive recognition to our Village;

NOW, THEREFORE, I, Frank Soto, together with the Board of Trustees do officially congratulate the Bensenville Wood Dale Bandits on their Championships and call upon all citizens, government agencies, business leaders, schools and parents to join us in these congratulations and to honor the spirit of teamwork and community spirit these victories represent.

Presented this day, December 11, 2012.

Susan Janowiak
Village Clerk

Frank Soto
Village President

TYPE: Informational **SUBMITTED BY:** Chief Frank Kosman **DATE:** December 12, 2012

DESCRIPTION: Introduction of New Probationary Officer Aaron Cha to the Village Board and Community

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: NONE

DATE: Not Applicable

BACKGROUND:

On 11/27/2011, Aaron Cha was sworn in as a police officer with the Village of Bensenville. In June of this year, he had been hired as a Mundelein probationary police officer. He held that position until he resigned to accept this position. Officer Cha is a lifelong resident of Wood Dale. He graduated from Fenton High School in 2007. He graduated with a Bachelor of Arts degree in Criminal Justice from Lewis University in 2011. While attending high school, he served as an unpaid records volunteer with our Department. From November of 2011 until taking the position with Mundelein last June, Officer Cha was police assistant with us.

KEY ISSUES:

Aaron Cha attended and graduated from basic police training at the Cook County Sheriff's Police Department's Training Academy at Triton College. Therefore, he has already started his 12 to 16 week field training program. Officer Jose Navarro is his current field training officer.

ALTERNATIVES:

Not Applicable

RECOMMENDATION:

Not Applicable.

BUDGET IMPACT:

The position was included in the FY12 budget. .

ACTION REQUIRED:

None

TYPE: Resolution **SUBMITTED BY:** Village President **DATE:** December 11, 2012

DESCRIPTION: Resolution Declaring Bensenville's Intent to Become a City of Service.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

DATE: N/A

This Resolution affirms the efforts of cities, large and small working together to energize the citizens within their communities to support efforts in service and volunteerism.

The Village of Bensenville's Recreation and Community Building Committee will be working closely with the Bensenville Community Foundation and all citizens and organizations in Bensenville, as well as neighboring municipalities and the County of DuPage, to develop a comprehensive service plan and a coordinated strategy focused on matching volunteers and established community partners to the areas of greatest local need.

RESOLUTION
Declaring Bensenville's Intent to Become a City of Service

WHEREAS, America has a proud tradition of service and volunteerism; and,

WHEREAS, the bipartisan Edward M. Kennedy Serve America Act, signed into law by President Barack Obama on April 21, 2009 builds on this tradition, encouraging all Americans to serve their communities in new ways; and,

WHEREAS, cities and villages are on the front lines of dealing with many of the nation's most persistent challenges; and,

WHEREAS, the Village of Bensenville is uniquely positioned to bring new leadership, facilitation, and innovation to resolve these challenges; and,

WHEREAS, the Village of Bensenville and its taxing bodies and service organizations have demonstrated their commitment to service through the revitalization of the Bensenville Community Foundation, the establishment of the Senior and Disabled Advisory Board, the continuation of the Annual Toy Drive, the support of the Bensenville – Wooddale Food Pantry, the participation in Bensenville Cares, a social service Resource Fair, the construction of the community built Kaboom playground project, the staff-driven Special Olympics play-off fundraiser, the presenting of the Annual Breiter-Cuvala Award for Volunteerism, and countless more initiatives designed to increase the quality of life for all in our community; and,

WHEREAS, the need for public-spirited residents to help address increased economic hardship has grown; and,

WHEREAS, service enriches the lives of Americans of all ages, and each new generation of young Americans must be engaged to tackle emerging challenges; an

NOW, THEREFORE, we resolve to join a coalition of mayors from cities large and small to work together to harness and focus the energies of our citizens to support efforts to increase service opportunities in our cities by becoming a City of Service; and

FURTHERMORE, we call upon our Recreation and Community Building Committee to work closely with the Bensenville Community Foundation and all citizens and organizations in Bensenville, as well as neighboring municipalities and the County of DuPage, to develop a comprehensive service plan and a coordinated strategy focused on matching volunteers and established community partners to the areas of greatest local need.

Signed :

TYPE: Resolution **SUBMITTED BY:** Attorney **DATE:** December 11, 2012

DESCRIPTION: Consider A Resolution Authorizing The Amendment Of A Highway Authority Agreement Affecting 600 N. Route 83, Passed And Approved Under Resolution R-3-2001 To Designate A New Property Owner

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: N/A

DATE:

BACKGROUND: In 2001, the Village entered into a Highway Authority Agreement ("HAA") with Clark Retail Enterprises as part of a corrective action plan as a result of contamination which occurred on the Clark site at 600 N. Route 83. Pursuant to the HAA, the Village has agreed that it will not allow the use of groundwater under the right-of-way as a potable or other domestic supply of water, and that it will limit the access to the soil under the right-of-way. The property has been sold to Kaloco Oil Co., and for this reason, the Illinois Environmental Protection Agency ("IEPA") requires that the HAA be amended to name the new owner who will assume all of the owner's obligations under the HAA. The HAA is also being amended to include a new site plan drawn to scale. Nothing else is changed in the original HAA.

KEY ISSUES: The Resolution presented is in response to a requirement the owner must meet with the IEPA, and merely amends an existing HAA to name the new owner of the property for which the HAA is required, and to add a new site plan.

Due to the ministerial nature of this item, it is presented on the Village Board Standing Committee agenda.

ALTERNATIVES:

1. There is no reasonable alternative, as this amendment is being required by the IEPA, and it will assist a new property owner in the Village.

RECOMMENDATION: This First Amendment has been approved by the Public Works Director, and is being recommended for approval.

BUDGET IMPACT: None.

ACTION REQUIRED: Approve the Resolution passing and approving the First Amendment to the existing HAA.

RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE AMENDMENT OF A
HIGHWAY AUTHORITY AGREEMENT AFFECTING 600 N. ROUTE 83,
PASSED AND APPROVED UNDER RESOLUTION R-3-2001
TO DESIGNATE A NEW PROPERTY OWNER**

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, on January 16, 2001, the Village Board of the Village passed and approved Resolution R-3-2001 granting approval of the execution of a Highway Authority Agreement with Clark Retail Enterprises regarding the right-of-way at 600 N. Route 83; and

WHEREAS, the Highway Authority Agreement is part of a correction action plan for the property located at 600 N. Route 83 and the right-of-way adjacent thereto; and

WHEREAS, Clark Retail Enterprises has sold the property affected by the Highway Authority Agreement to Kaloco Oil Co., an Illinois corporation, and for this reason, the Illinois Environmental Protection Agency requires that the Highway Authority Agreement be modified to allow for execution between Kaloco Oil Co. and the Village, signaling their intent to continue to be bound by the terms of the Highway Authority Agreement; and

WHEREAS, the Highway Authority Agreement is further modified to attach as Exhibit 1 a site plan which is identical to that contained in the original agreement, with the exception that it is now drawn to scale; and

WHEREAS, in all other respects the Highway Authority Agreement passed and approved by the Village in 2001 remains in full force and effect, and is binding on both the Village and Kaloco Oil Co.

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: That the Village Manager is hereby authorized and empowered to execute the revised Highway Authority Agreement, attached hereto and incorporated herein by reference as Exhibit "A."

SECTION THREE: That the Village Clerk shall annotate Resolution R-3-2001 to show that it has been amended by the approval granted in this Resolution, and further, that she shall mail a certified copy of this Resolution to: Daniel J. Horvath, Resource Consulting, Inc, P.O. Box 123, Geneva, IL 60134.

SECTION FOUR: 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 11th day of December, 2012.

APPROVED:

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

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FIRST AMENDMENT TO
TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES AGREEMENT
FOR 600 N. ROUTE 83

THIS FIRST AMENDMENT, dated this 11th day of December, 2012, to the Tiered Approach to Corrective Action Objectives Agreement, executed by Clark Retail Enterprises on December 6, 2000, and by the Village of Bensenville on January 16, 2001, and as passed and approved by the Village Board by Resolution No. R-3-2001, is entered and agreed to as follows:

1. Wherever Clark Retail Enterprises is referred to in the Agreement, it shall state, as is set forth therein: Kaloco Oil Co., which shall henceforth assume all responsibility under said Agreement previously borne by Clark Retail Enterprises.
2. The plan submitted by Resource Consulting, Inc. on behalf of Kaloco Oil Co. and dated December 4, 2012, attached hereto and incorporated herein by reference as Exhibit 1 is, and shall be an Exhibit to the Agreement.
3. All other terms, conditions and obligations of the Parties as set forth in the Agreement shall remain in full force and effect.

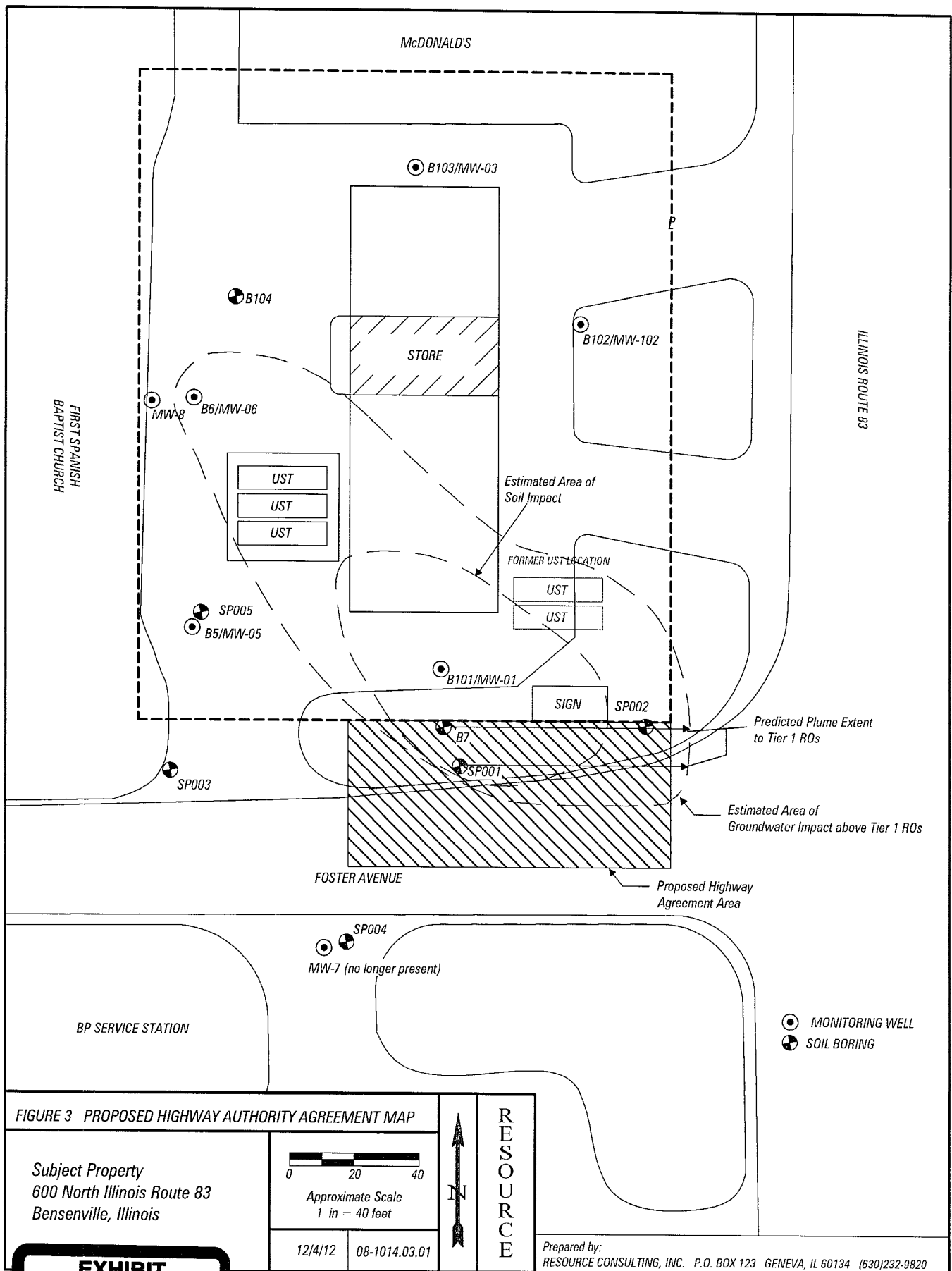
AGREED:

KALOCO OIL CO.

VILLAGE OF BENSENVILLE

By: _____
Nick Gianaris
Title: _____

By: _____
Michael Cassady
Village Manager



EXHIBIT