



# VILLAGE OF BENSENVILLE

## Village Board

President  
Frank Solo

## Trustees

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

Village Manager  
Michael Cassady

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

**6:30 P.M. Tuesday, June 22, 2010**

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

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

June 8, 2010 – Board of Trustees

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

1. *Ordinance Granting a Conditional Use Permit to Allow an Athletic Facility, Indoor for O'Hare Paintball Park at 1071 Thorndale Avenue, Bensenville, Illinois*
2. *Resolution Authorizing the Execution of a Contract Extension with Integrys Energy Group*
3. *Resolution Approving Execution of an Agreement with S.B. Friedman & Company to Provide for the Expansion and the Additional Evaluation Required as a Result of this Expansion of the TIF Study Area*
4. *Resolution Authorizing the Execution of a Purchase Order and Environmental Consultant Services Agreement for the Public Works Underground Storage Tank Corrective Action Plan to True North Consultants*
5. *Ordinance of the Village of Bensenville Ascertaining the Prevailing Rate of Wages for Laborers, Mechanics and Other Workers Employed for Public Works for the Village of Bensenville*
6. *Motion to Authorize Amendment of the Village Code Regarding Repairs of Sewer and Water Service Connections in the Public Right-of-Way*

## VII. **REPORTS OF STANDING COMMITTEES**

- A. Community and Economic Development Committee – No Report

B. Infrastructure and Environment Committee

1. *Resolution Authorizing the Execution of a Purchase Order for a 2009 Vactor Model 2100 from Standard Equipment Company*

C. Administration, Finance and Legislation Committee

1. *Ordinance Amending Title 3, Chapter 3, of the Bensenville Village Code to Provide for an Amendment to the Class G License*
2. *Resolution Authorizing the Execution of an Intergovernmental Agreement Between the Village of Bensenville and the Bensenville Library District for the Provision of Certain Funds and in Kind Services*

D. Public Safety Committee – No Report

VIII. WARRANT – June 22, 2010 #10/30 - \$ 987,211.38

IX. INFORMATION ITEMS

A. PRESIDENT'S REMARKS

B. VILLAGE MANAGER'S REPORT

*A Resolution Approving Establishment of Special Purpose CIP Funds and Authorizing Advances to Said Funds*

*A Resolution Declaring the Village's Official Intent to Reimburse Expenditures for Special Service Area Number 3*

*A Resolution Declaring the Village's Official Intent to Reimburse Expenditures for Special Service Area Number 4*

*A Resolution Declaring the Village's Official Intent to Reimburse Expenditures for Special Service Area Number 5*

*A Resolution Declaring the Village's Official Intent to Reimburse Expenditures for Special Service Area Number 6*

*A Resolution Declaring the Village's Official Intent to Reimburse Expenditures for Special Service Area Number 7*

*A Resolution Declaring the Village's Official Intent to Reimburse Expenditures for Special Service Area Number 8*

*A Resolution Declaring the Village's Official Intent to Reimburse Expenditures for Special Service Area Number 9*

*A Resolution Declaring the Village's Official Intent to Reimburse  
Expenditures for the North Industrial District Tax Increment Financing  
District Number 13*

C. CORRESPONDENCES AND ANNOUNCEMENTS

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

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

XIV. MATTERS REFERRED FROM EXECUTIVE SESSION

XV. ADJOURNMENT

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

Village of Bensenville

2 South Center Street ♦ Bensenville, IL 60106

Phone: 630-766-8200 ♦ Fax: 630-594-1105

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



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

**DRAFT**

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

**June 8, 2010**

**CALL TO ORDER:** 1. President Soto called the meeting to order at 6:47 p.m.

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

Adamowski, Johnson, O'Connell, Peconio, Wesseler

Absent: Bartlett

A quorum was present.

*President Soto made a request to move the Presidential Remarks to the beginning of the meeting agenda. There were no objections from the Board.*

**PRESIDENTS**

**REPORT:**

President Soto shared an article from Crain's Business regarding the State of Illinois having their bond series rating reduced by Moody's Investors Service. President Soto commended village staff for their hard work in increasing the Village of Bensenville's bond rating in these difficult economic times.

President Soto introduced Major Michael Eiter, Illinois National Guard, Senior Controller for the Illinois Prairie North Exercises. The major reviewed exercises that will take place from June 13 to June 17 around various locations in Illinois including the OMP area in Bensenville. The exercises are designed to train the Military on dealing with multiple disasters type situations in Illinois.

**PUBLIC**

**COMMENT:**

Marion Bell – 251 S. Church Road

Ms. Bell addressed the Village Board regarding her concerns about the infestation of Gypsy Moths at her house and surrounding area.

**Motion:** Trustee Peconio made a motion to give Village Staff direction to proceed with spraying for gypsy moths in the infested area on private property as noted on the attached map. Trustee O'Connell seconded the motion.

All were in favor.

Motion carried.

**APPROVAL OF  
MINUTES:**

3. The May 25, 2010 Village Board Meeting minutes were presented.

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

All were in favor.

Motion carried.

**WARRANT NO.  
10/29:**

4. President Soto presented Warrant No. 10/29 in the amount of \$1,065,530.36.

**Motion:** Trustee Johnson made a motion to pull the Press America item in the amount of \$3,312.18 from the warrant. Trustee Wesseler seconded the motion.

All were in favor.

Motion carried.

President Soto presented Warrant No. 10/29 in the amount of \$1,062,218.18.

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

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

NAYS: None

Motion carried.

*Trustee Johnson recused herself from the meeting at 7:30 p.m.*

**Motion:** Trustee Peconio made a motion to approve warrant item, Press America in the amount of \$3,312.18. Trustee Wesseler seconded the motion.

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

NAYS: None

Motion carried.

*Trustee Johnson returned to the meeting at 7:33 p.m.*

**Motion:** 5. Trustee Peconio made a motion to set the Consent Agenda as presented. Trustee O'Connell seconded the motion.

Consent Agenda Item #3 – Resolution authorizing a contract with Wendy Nussbaum, LCPC for the Bensenville Teen Center for the period June 1, 2010 through May 31, 2011 was pulled due to a lack of vote in the Public Safety Committee.

All were in favor.

Motion carried.

**Resolution No.**  
**R-37-2010:**

**Resolution Approving an Equipment Lease Agreement with American Capital Financial Services, Inc. and an Equipment Maintenance Agreement with Digital Copier Supercenter, LLC Contingent on Village Attorney Review and Approval. (Consent Agenda)**

**Resolution No.**  
**R-38-2010:**

**Resolution Authorizing the Annual DuPage Metropolitan Enforcement Group Fair Share Contribution for Amended Fiscal Year 2010. (Consent Agenda)**

**Resolution No.**  
**R-39-2010:**

**Resolution Authorizing the Payment for the Annual Northeast DuPage Youth and Family Services Contribution for Amended Fiscal Year 2010. (Consent Agenda)**

**Resolution No.**

**R-40-2010:**

**Resolution Authorizing an Intergovernmental Agreement  
Between the Village of Bensenville and Bensenville Elementary  
School District No. 2. (Consent Agenda)**

**Ordinance No.**

**51-2010:**

**Ordinance Amending Title 3, Chapter 3, of the Bensenville  
Village Code to Provide for a Class G License. (Consent  
Agenda)**

**Ordinance No.**

**52-2010:**

**Ordinance Amending Title 6, Chapter 4, "Weeds; Plants," of the  
Bensenville Village Code. (Consent Agenda)**

**Ordinance No.**

**53-2010:**

**Ordinance Amending Ordinance No. 26-2010 Concerning  
Adoption of the Revised Organizational Chart and Amending the  
Bensenville Village Code in Accordance with the Organizational  
Chart. (Consent Agenda)**

**Ordinance No.**

**54-2010:**

**Ordinance Granting a Conditional Use Permit and Variances  
from the Village Zoning Code to Auto Truck, Inc./Mobile  
Equipment Warehousing Co. at 1160 and 1200 North Ellis Street,  
Bensenville, Illinois. (Consent Agenda)**

**Ordinance No.**

**55-2010:**

**Ordinance Denying a Conditional Use Permit for Property at 120  
East Green Street, Bensenville, Illinois, Amigo Tire, Applicant.  
(Consent Agenda)**

**Motion:**

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

**ROLL CALL:**

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

NAYS: None

Motion carried.

**DRAFT**

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**Ordinance No.**

**56-2010:**

6. Village President, Frank Soto, gave the summarization of the action contemplated in **Ordinance No. 56-2010** entitled **An Ordinance Granting a Conditional Use Permit and Variance from the Village Zoning Code to Earth Incorporated at 1102 North Ellis Street, Bensenville, Illinois.**

**Motion:**

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

**Motion:**

Trustee Wesseler made a motion to allow Earth Incorporated two year to complete requirements set forth by the Village of Bensenville. Trustee Peconio seconded the motion.

All were in favor.

Motion carried.

**ROLL CALL:**

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

NAYS: None

Motion carried.

**MANAGERS**

**REPORT:**

Village Manager, Michael Cassady, had no report.

**EXECUTIVE  
SESSION:**

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

**Motion:**

Trustee Wesseler made a motion recess the meeting and go into executive session. Trustee Johnson seconded the motion.

All were in favor.

Motion carried.

President Soto recessed the meeting at 8:15 p.m.

President Soto called the meeting back to order at 9:28 p.m.

**ROLL CALL:**

Upon roll call by Village Clerk, JoEllen Ridder, the following Board Members were present:

Adamowski, Johnson, O'Connell, Peconio, Wesseler

Absent: None

A quorum was present.

**Resolution No.**

**R-41-2010:**

Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No. R-41-2010** entitled **A Resolution Authorizing the Engagement of Klein, Thorpe and Jenkins, LTD. for Legal Services related to Creation and Implementation of Special Service Areas and Tax Increment Financing District in the Village of Bensenville.**

Motion:

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

**ROLL CALL:**

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

NAYS: None

Motion carried.

Motion:

Trustee Peconio made a motion to authorize the Village Attorneys to dismiss litigation to the Special Assessment District. Trustee Johnson seconded the motion.

**ROLL CALL:**

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

NAYS: None

Motion carried.

**DRAFT**

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

AYES: Adamowski, Johnson, O'Connell, Wesseler

NAYS: Peconio

Motion carried.

President Soto adjourned the meeting at 9:31 p.m.

JoEllen Ridder  
Village Clerk

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

TYPE: Ordinance SUBMITTED BY: S. Viger DATE: 06.22.10

**DESCRIPTION:**

Ordinance approving a Conditional Use Permit to allow an "Athletic Facility (Indoor)" for O'Hare Paintball at 1071 Thorndale in an existing I – 2 Light Industrial District.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

COMMITTEE ACTION: Community & Economic Development DATE: 06.15.10

**BACKGROUND:**

O'Hare Paintball is seeking to open an indoor paintball facility in the vacant industrial building near the corner of Thorndale Avenue and Rte 83.

**KEY ISSUES:**

Whether the application as presented meets the approval criteria found in the Zoning Ordinance for the Conditional Use Permit and if the proposed use is in the best interest of the Village as a whole and will not be detrimental to the local environs of the property in question.

**ALTERNATIVES:**

Approve the Ordinance as presented.

Approve the Ordinance with altered or additional conditions.

Deny the Ordinance.

**RECOMMENDATION:**

The staff respectfully requests that the Committee approve the Conditional Use Permit. At their June 7, 2010 Public Hearing the CDC voted (3 - 1) to recommend that the Village President and Board of Trustees approve the CUP with conditions. At their June 15, 2010 meeting the Community & Economic Development Committee voted unanimously (4 - 0) to approve the request.

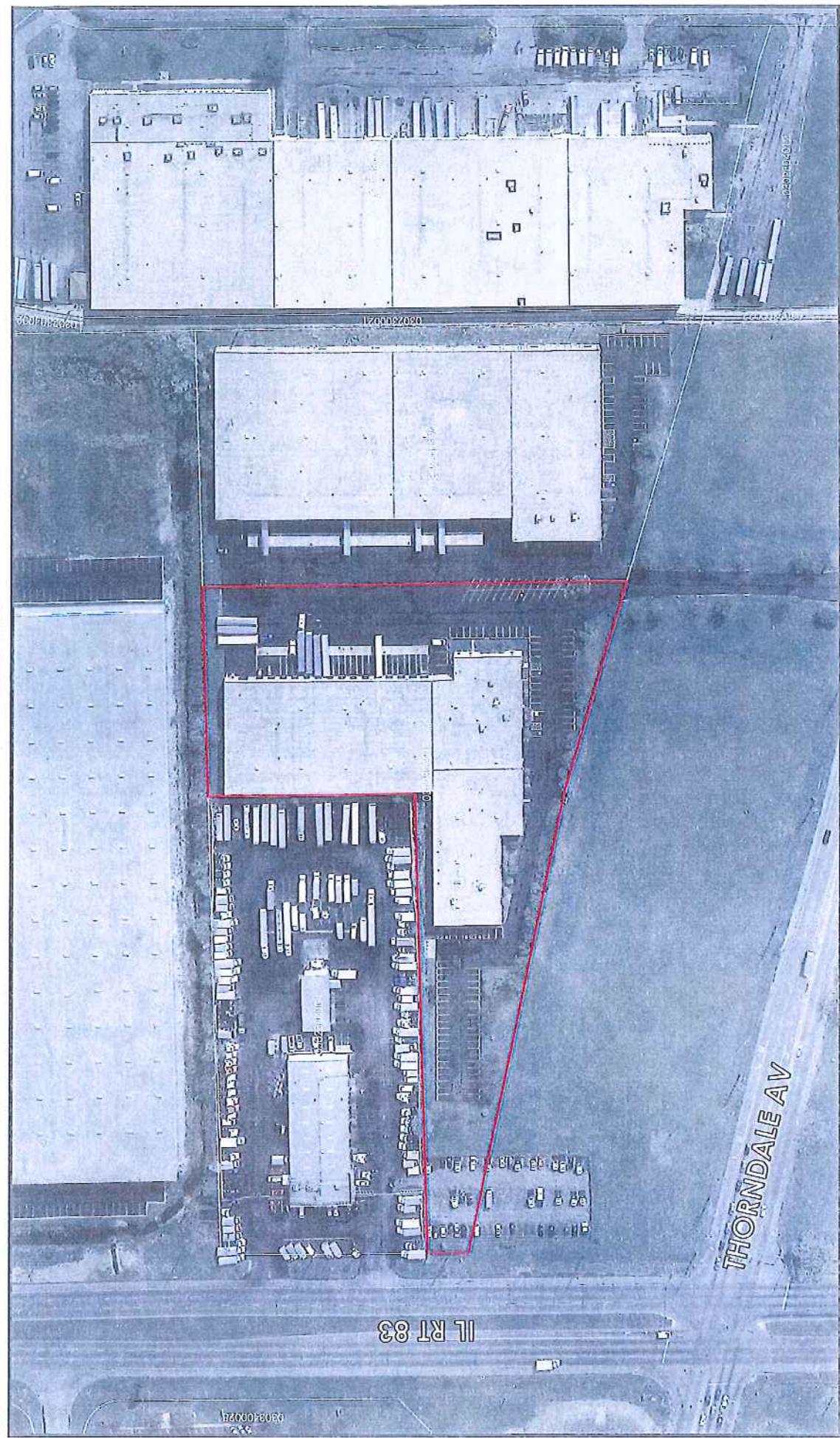
**BUDGET IMPACT:**

N/A

**ACTION REQUIRED:**

Approval of the attached ordinance.

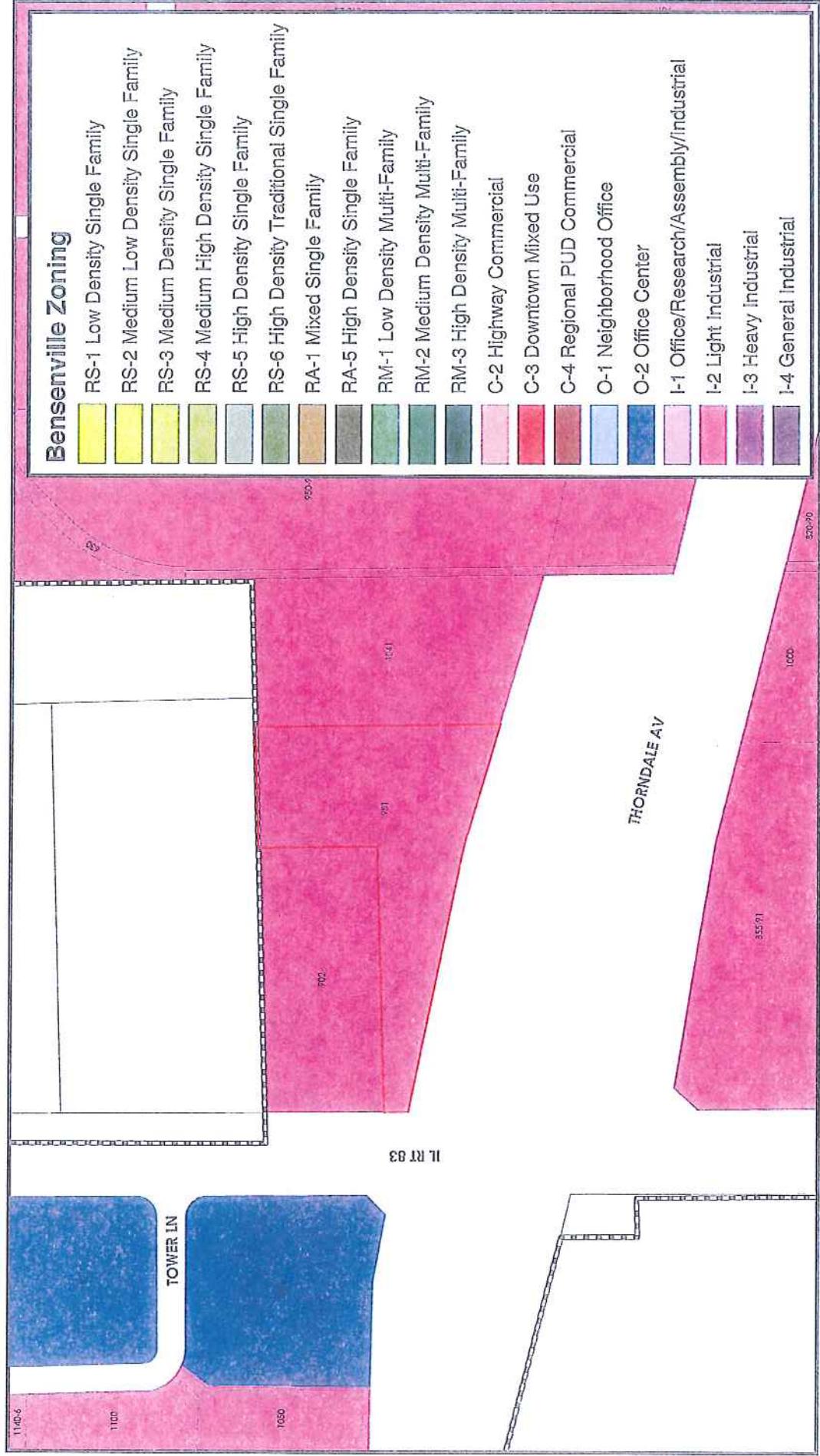
Village of Bensenville  
951-1071 W. Thorndale





# Village of Bensenville

951-1071 W. Thorndale



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

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT  
TO ALLOW AN ATHLETIC FACILITY, INDOOR  
“O’HARE PAINTBALL PARK LLC” AT  
1071 THORNDALE AVENUE, BENSENVILLE, ILLINOIS

WHEREAS, O’Hare Paintball Park LLC (the “Applicant”) has filed an application seeking a conditional use permit to allow for an Athletic facility, Indoor, pursuant to Section 10-9B-3 of *The Village of Bensenville Zoning Ordinance* (“Zoning Ordinance”), at the property commonly known as 1071 Thorndale Avenue, and legally described in Exhibit “A,” attached hereto and incorporated herein by reference (the “Subject Properties”), a copy of said application being attached hereto as Exhibit “B” and incorporated herein by reference; and

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

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

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

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

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

WHEREAS, the Community & Economic Development Commission then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees on or about June 22, 2010; and

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

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

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

**SECTION TWO:** That the Subject Properties is currently zoned under the Zoning Ordinance as I-2 Light Industrial District, which zoning classification shall remain in effect subject to the conditional use permit and zoning variances granted herein.

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

**SECTION FOUR:** That, pursuant to Section 10-9C-3 of the Zoning Ordinance, a conditional use permit is granted to allow for an Athletic Facility, Indoor (Paintball Park) on the Subject Properties on the conditions that: 1) the Subject Properties be utilized only in accordance with the site plan submitted as part of the application, and 2) upon the continued occupancy and use of the property by O'Hare Paintball Park LLC for operation of an indoor paintball park upon the cessation of which both the conditional use shall cease to exist.

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

**SECTION SIX:** That the terms and conditions set forth herein are deemed to be a fundamental element of the relief granted under this ordinance, and are intended by the Village and the Applicant to run with the Subject Properties and be binding upon any and all successors in interest to the Applicant.

**SECTION SEVEN** That all other ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are, to the extent of such conflict, expressly repealed.

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

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

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Frank Soto, Village President

ATTEST:

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JoEllen Ridder, Village Clerk

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

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

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

## VILLAGE OF BENSENVILLE

**TYPE:** Resolution

**SUBMITTED BY:** Gary Thorsen

**DATE:**

**DESCRIPTION:** Resolution requesting execution of an Amendment to an existing contract dated May of 2009 thru May of 2011 with Integrys an energy provider The Amendment would be from 2011 thru 2013.

**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 checked="" type="checkbox"/>	Enrich the lives of Residents
<input type="checkbox"/>	Major Business/Corporate Center
<input type="checkbox"/>	Vibrant Major Corridors

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**COMMITTEE ACTION:** Economic and Community development Committee

**DATE:** June 22, 2010

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At the June 15, 2010 meeting the Community and Economic Development Committee voted unanimously (4-0) to approve the request for extension of the existing contract with Integrys Energy.

**BACKGROUND:** Attached find the Amendment to the current contract for energy services provided by Integrys from May 2011 thru May 2013. The current contract has the Village of Bensenville paying approx. 063 cents with the existing contract through 2011. The future prices for electricity change every 24 hrs. I will be providing for Tuesdays meeting 2 proposals one from Champion Energy and the other from Integrys who we have an existing contract and spread sheet comparing prices from both companies and they both have been consistent in their prices. Integrys will honor any price that is lower than theirs if that presents itself.

**KEY ISSUES:** Action by the Village Board to either extend existing contract or enter into a new contract to lock in electricity prices while they are still low. At current prices the savings would be approx \$100,000 in 2011-12 and 2012-13 for a total savings of \$200,000.

**ALTERNATIVES:**

- Wait until current contract ends and then negotiate when in good likely hood will be up substantially with a improving economy.

**RECOMMENDATION:**

- Staff recommends approval of the resolution executing a contract extension with Integrys Energy Group.

**BUDGET IMPACT:** A reduction of electricity expense approx. \$200,000

**ACTION REQUIRED:** Board action on the resolution.

Resolution No. R-

Authorizing Execution of a Contract Extension with  
Integrys Energy Group

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

That the Village Manager is authorized to execute a Contract Extension with Integrys Energy Group to provide electricity to all enterprise properties that the Village of Bensenville owns at a discounted price from 2011-2013. The savings over our existing contract for the 2yr period will be approximately \$200,000. The Village Manager is authorized to execute such internal administrative documents, if any, as necessary.

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

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

APPROVED:

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Frank Soto  
Village President

ATTEST

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JoEllen Ridder  
Village Clerk

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

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

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

## CONFIRMATION

Contract ID# 197280

This Confirmation dated 6/17/2010 is made a part of, and pursuant to terms of, the Power Sale Agreement (Letter of Agency) between Buyer and Seller identified herein.

SELLER: Integrys Energy Services, Inc.		BUYER: Village Of Bensenville			
<b>NOTICES:</b>  500 West Madison Street Suite 3300 Chicago, IL 60661 Phone: (866) 906-5409 Fax: (920) 272-4248 Email: ilelectriccontracts@integrysenergy.com		<b>NOTICES:</b>  12 S Center St BENSENVILLE, IL 60106 Attn: Paul Quinn Phone: (630) 350-3431 Fax: (630) 594-1105 Email:	<b>INVOICES:</b>  12 S Center St BENSENVILLE, IL 60106 Attn: Paul Quinn Phone: (630) 350-3431 Fax: (630) 594-1105 Email:		
<b>QUANTITY</b>	All usage associated with the Accounts listed below, as determined by the utility and adjusted by Seller to include losses for delivery purposes.				
<b>DELIVERY POINT</b>	For each Account below, the Delivery Point is the load zone in which such Account is located.				
<b>BILLING</b>	<input type="checkbox"/> Seller Billing (Dual Billing)	<input checked="" type="checkbox"/> Seller Single Bill Billing (SBO)			
<b>ENERGY PRICING</b>	For each billing cycle, Buyer shall pay an Energy Charge per Account, which shall equal (i) the applicable Energy Rate below per kilowatt-hour (kWh), multiplied by (ii) the applicable billing cycle usage. The On-Peak, Off-Peak, Summer, and Non-Summer Energy Rates shall be applied to usage in the applicable "On-Peak", "Off-Peak", "Summer", and "Non-Summer" periods, as defined by the applicable utility.				
<b>LOSSES PRICING</b>	For each billing cycle, Buyer shall pay a Losses Charge per Account, which shall equal (i) the Losses Rate below per kWh, multiplied by (ii) the billing cycle usage.				
<b>ANCILLARY SERVICES PRICING</b>	For each billing cycle, Buyer shall pay an Ancillary Services Charge per Account, which shall equal (i) the Ancillary Services Rate below per kWh, multiplied by (ii) the billing cycle usage.				
<b>CAPACITY PRICING</b>	For each billing cycle, Buyer shall pay a Capacity Charge per Account, which shall equal (i) a Capacity Rate per kWh reasonably calculated by Seller to reflect its cost to serve capacity to the Account for the billing cycle, multiplied by (ii) the billing cycle usage.				
<b>TRANSMISSION SERVICE PRICING</b>	For each billing cycle, Buyer shall pay a Transmission Service Charge per Account, which shall equal (i) a Transmission Service Rate per kWh reasonably calculated by Seller to reflect its cost to serve transmission service to the Account for the billing cycle, multiplied by (ii) the billing cycle usage.				
<b>RENEWABLE PORTFOLIO STANDARD (RPS) COMPLIANCE PRICING</b>	For each billing cycle, Buyer shall pay an RPS Compliance Charge per Account, which shall equal (i) the RPS Rate below per kWh, multiplied by (ii) the billing cycle usage. Notwithstanding Section III of the Agreement, the Parties agree that Seller shall not pass through to Buyer (a) any increase or decrease in current RPS compliance charges or (b) other increase or decrease in Seller's cost for RPS compliance resulting from a change in or change in interpretation or administration of current tariffs, laws, regulations, or other requirements of a utility, RTO/ISO, FERC, or other transmission providers, as applicable. Notwithstanding the foregoing, Seller may pass through to Buyer (i) any increase or decrease in Seller's cost for RPS compliance resulting from new or additional RPS compliance charges and (ii) other increase or decrease in Seller's cost for RPS compliance resulting from a new or additional tariff, law, regulation, or other requirements of a utility, RTO/ISO, FERC, or other transmission providers, as applicable.				
<b>INVOICE FORMAT</b>	Under "Invoice Format" below: o If "Detailed" Invoice Format is noted below, Seller shall invoice Buyer for the above Pricing as separate line items. o If "Combined with Transmission" Invoice Format is noted below, Seller shall invoice Buyer for the above Pricing as one combined rate for each Energy Rate, which shall be the result of summing the applicable Energy Rate with the Losses, Ancillary Services, Capacity, Transmission Service, and RPS Rates. o If "Combined without Transmission" Invoice Format is noted below, Seller shall invoice Buyer for the above Pricing as (i) one combined rate for each Energy Rate, which shall be the result of summing the applicable Energy Rate with the Losses, Ancillary Services, Capacity, and RPS Rates and (ii) a separate Transmission Service Charge.				
<b>MATERIAL CHANGE</b>	Buyer acknowledges that the Energy Pricing above has been established based on each Account's 12-month historical usage as of the date of this Confirmation (as determined by the utility) (the Account's "Baseline"). If Seller determines that there has been a material and sustained change from an Account's Baseline for reasons other than Force Majeure which results in an increased cost or decreased revenue to Seller ("Cost"), Seller may request that Buyer and Seller meet and agree on a Pricing adjustment to reflect such Cost; provided however, if Buyer and Seller cannot mutually agree, then Seller may pass-through the Cost, without markup.				
<b>DELIVERY PERIOD</b>	The initial Delivery Period for each Account shall begin on the first meter read occurring on or after May/2011 subject to the applicable utility's confirmation of enrollment with Seller. The initial Delivery Period shall continue through the latest meter read date that occurs in May/2013.				

<b>RENEWAL</b>	At any time prior to the end of the initial Delivery Period, Seller may send Buyer an offer for a new Delivery Period. This offer will include, without limitation, the new Pricing and the new Delivery Period ("Offer"). In the event Seller does not receive Buyer's rejection of the Offer within 10 days, the Offer, including the offered Pricing and Delivery Period, will be deemed accepted by Buyer without the need for further signature or other affirmative action by Buyer. If Buyer rejects the Offer in the manner directed in the Offer or if Seller does not submit an Offer to Buyer, service shall continue at the end of the initial Delivery Period noted above on a billing cycle-to-billing cycle basis at a variable market rate reasonably determined by Seller unless (i) terminated by either Party giving 30 days written notice prior to the end of the initial Delivery Period noted above, or (ii) Buyer and Seller agree to alternate Pricing as evidenced by a fully executed Confirmation for the relevant Delivery Period. In the event service continues at this variable market rate due to Seller's decision not to submit a new Offer, service continuing on a billing cycle-to-billing cycle basis may be terminated by either Party giving 30 days written notice.
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<b>Energy Rate in \$/kWh</b>	<b>Summer On-Peak in \$/kWh</b>	0.03935
	<b>Summer Off-Peak in \$/kWh</b>	0.03935
	<b>Non-Summer On-Peak in \$/kWh</b>	0.03935
	<b>Non-Summer Off-Peak in \$/kWh</b>	0.03935
<b>Losses Rate in \$/kWh</b>	0.00217	
<b>Ancillary Services Rate in \$/kWh</b>	0.00211	
<b>RPS Rate in \$/kWh</b>	0.00067	

Utility Account #	Utility	Service Address	Invoice Format	Capacity PLC in kW	Network PLC in kW
0045042073	COMED	230 W Belmont Bensenville, IL 60106	Detailed	1.69000	1.88098
1094281018	COMED	WS John 2 S Jefferson Bensenville, IL 60106	Detailed	7.78000	5.89591
1611085049	COMED	629 George St Bensenville, IL 60106	Detailed	174.69000	45.76623
1863026010	COMED	735 E Jefferson St Bensenville, IL 60106	Detailed	537.86000	0.01000
2739167065	COMED	105 N York Rd Bensenville, IL 60106	Detailed	19.32000	17.57096
4179168082	COMED	700 Foster Ave Bensenville, IL 60106	Detailed	0.17000	0.15567
4971089026	COMED	711 E Jefferson St Bensenville, IL 60106	Detailed	411.79000	401.19022
7982573005	COMED	545 John St Bensenville, IL 60106	Detailed	273.46000	287.90780
2415067017	COMED	130 N Church Rd Bensenville, IL 60106	Detailed	6.91000	4.92947
1094156029	COMED	711 E Jefferson St Bensenville, IL 60106	Detailed	9.50000	5.08885

Contract ID# 197280

<b>SPECIAL CONDITIONS</b>	Non-interval metered usage shall be allocated in Seller's reasonable discretion into On- and Off-Peak hourly periods based on the applicable utility's class average data. Notwithstanding the Pricing sections above, unmetered usage shall be billed using the annualized general lighting charge as provided by the applicable utility.
	Buyer acknowledges that the pricing herein includes a negotiated fee paid to third party intermediaries involved in the negotiation and execution of this Confirmation. Buyer acknowledges that the intermediary is not an agent of Seller and, thus, is not authorized to bind or represent Seller.

**Buyer agrees that by signing below, Buyer authorizes Seller to begin enrollment and initiate service. This Confirmation to the Power Sale Agreement is effective as of the date signed by Seller.**

<b>Seller: Integrys Energy Services, Inc.</b>	<b>Buyer: Village Of Bensenville</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

## Mary Rivera

---

**From:** Gary Thorsen

**Sent:** Wednesday, June 16, 2010 10:22 AM

**To:** henry wesseler; John Adamowski

**Cc:** Michael Cassady; Patricia Johnson; Oronzo Peconio; Martin O'Connell; Morris Bartlett; Denise Pieroni; Mary Rivera

**Subject:** FW:electricity crashes and geo thermo questions

Henry & John

- If there were a crash in electricity we do have an option. This is why we're better off just extending 2 yrs now. See example below
- Per our conversation months ago, Integrys offers a "blend and extend" option. If prices were to drop, we could always sell the power and extend the agreement.

Example: Bensenville locks in at \$.04 per kwh. Price drops to \$.032 per kwh. We sell the power back, extend the agreement 18 months and provide Bensenville a price of \$.037 per kwh immediately. This is an unlikely scenario but anything is possible.

Thanks,

Ron  
Integrys

John

Geo Thermo has been studied with ice rinks and the technology is not there yet. We are still looking at other ways to be more green and conserve on energy and reduce our costs.

Gary

## VILLAGE OF BENSENVILLE

**TYPE:** Resolution      **SUBMITTED BY:** Denise Pieroni      **DATE:** June 17, 2010

**DESCRIPTION:** Approving and authorizing execution of an additional agreement with S. B. Friedman & Company to evaluate TIF eligibility of the proposed expanded area for the North Industrial Park TIF District including the boundary map for the expanded area (TIF Study Area Option B).

### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

**COMMITTEE ACTION:** Community & Economic Development Committee (CEDC) unanimously recommended both the approval of the agreement and the boundary map for the expanded area (TIF Study Area Option B)

**DATE:** 6/08/10

**BACKGROUND:** One of the goals of the Village is to develop Bensenville into a major business/corporate center. Consistent with this goal, the Village Board has already authorized an eligibility study of the North Industrial Park and certain adjacent areas. While reviewing potential boundary options, the need to address areas along Irving Park, a major business corridor within the community, was raised. A new proposed boundary for this TIF (TIF Study Area Option B) including this area has been developed. This revised boundary adds 248 parcels to the roughly 500 parcels included in the original study. The analysis of these additional parcels in the expanded study area will require additional time and as a result will result in additional fees and expenses. A proposal from S.B. Friedman & Company to undertake the evaluation of these additional parcels has been obtained in is attached and also includes the boundary map for the expanded area (TIF Study Area Option B). The not to exceed cost for the evaluation of this additional area is \$19,100 plus estimated expenses of \$1,500 to \$2,000. The proposed expanded boundary for the study area as well as the additional services required from S.B. Friedman to analyze these additional parcels was reviewed and unanimously approved by the CEDC.

**KEY ISSUES:** If the Village is going to pursue another TIF District, it would make sense to establish a boundary that, to the extent it meets eligibility standards, will help us achieve as many of our "business area" goals as possible. It is felt that this proposed expanded boundary will allow us to accomplish this secondary objective.

### **ALTERNATIVES:**

- Retain original scope of the project
- Committee discretion

**RECOMMENDATION:** Consistent with the action taken by the CEDC, approve the agreement with S.B. Friedman & Company to cover the costs associated with the evaluation of the additional parcels of the expanded study area as reflected on the attachment to that agreement entitled TIF Study Area Option B. This additional agreement would provide for a not-to-exceed fee from S.B. Friedman of \$19,100 plus estimated expenses of \$1,500 to \$2,000.

**BUDGET IMPACT:** The total cost for these additional services, including expenses, is estimated at \$21,100. These costs will be charged to the proposed TIF #13 Fund and reimbursed once the TIF is finalized and generating increment.

**ACTION REQUIRED:** Board approval of the resolution approving an additional agreement with S.B. Friedman & Company which agreement includes as an attachment expanded TIF Study Area Option B.

**RESOLUTION NO.**

**A RESOLUTION APPROVING EXECUTION OF AN AGREEMENT WITH**  
**S.B. FRIEDMAN & COMPANY TO PROVIDE**  
**FOR THE EXPANSION AND THE ADDITIONAL EVALUATION REQUIRED AS A**  
**RESULT OF THIS EXPANSION OF THE TIF STUDY AREA**

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

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

WHEREAS, the Village Board is investigating ways to develop the VILLAGE into a major business/corporate center, of which the North Industrial Park and adjacent areas are a key component; and

WHEREAS, S.B. Friedman & Company was engaged by the VILLAGE in November 2009 to work with the VILLAGE on development of a strategy, gathering and analysis of data, and defining the boundary and drafting a redevelopment plan as well as assisting in the formal process of approval and adoption of the TIF; and

WHEREAS, since that initial engagement a determination has been made that additional adjacent areas should be evaluated for possible inclusion in the boundary of the District increasing the number of parcels that need to be analyzed by nearly 50%; and

WHEREAS, S. B. Friedman & Company has provided the VILLAGE a proposal containing terms upon which it will provide its services to the VILLAGE for this expanded project area, which proposal is attached hereto and incorporated herein by reference as Exhibit "A;" and

WHEREAS, the VILLAGE has determined that it is reasonable, necessary, and desirable

to enter into this additional agreement with S.B. Friedman & Company on terms as set forth in Exhibit "A" in an amount not to exceed \$19,100.00 for services and estimated expenses in the range of \$1,500 to \$2,000.

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

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

SECTION TWO: The Village President is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto an agreement with S. B. Friedman & Company in an amount not to exceed \$19,100.00 for the services plus expenses as set forth in the Proposal attached hereto as Exhibit "A."

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 22<sup>nd</sup> day of June, 2010.

APPROVED:

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Frank Soto, Village President

ATTEST:

---

JoEllen Ridder, Village Clerk

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

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

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

June 17, 2010

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

**Re: Designation of North Industrial TIF – Expansion Area**

Dear Mr. Cassady:

As you know, the Village recently asked S. B. Friedman & Company to evaluate the eligibility of a larger study area for the proposed North Industrial TIF district. We have already conducted much of the research on the initial study area, which is comprised of roughly 500 parcels. The expansion area will extend the proposed TIF boundary south and west through downtown to the western boundary of the Village along Irving Park Road. Please see the attached revised study area boundary map for a description of the expanded study area.

We estimate that there are 248 additional parcels in the expanded study area. Eligibility analysis of these added parcels will require additional time and therefore, fees and expenses. Also, there are more than ten residential housing units in the expansion area. As a result, the TIF law requires that either the Village certify that no residential units will be displaced in the course of implementing the redevelopment plan for the TIF, or that the Village conduct a housing impact study. We have included the cost of conducting the housing impact study in this additional services estimate. If the Village elects to certify that no residential displacement will occur, those fees will not be incurred.

This expansion will have a negligible impact on the costs associated with developing the TIF plan document. However, there will be additional fees related to:

- Eligibility Research
- Housing Impact Study
- Noticing
- Boundary Legal Description

In addition, many of the expenses associated with designating a TIF are related to the number of parcels in the TIF. Thus, those too, are expected to increase as a result of this study area expansion.

***Timeframe and Fees***

We expect to complete the TIF eligibility study in July. This will allow the Village Board to consider adoption on the proposed TIF near the end of 2010 or early in 2011, as desired.

Professional fees for the additional services related to the expansion area parcels will be based on time

required at the billing rates of the *SBFCo* personnel assigned to the project. The scope of the engagement and our experience with similar services indicate that our professional fees and expenses, including a 10% contingency, are estimated as follows:

Conduct Eligibility Study	\$ 8,000
Prepare Housing Impact Study	\$ 6,200
Prepare Mailing Lists	\$ 3,200
<b>Professional Fees</b>	<b>\$ 17,400</b>
 <b>Total Professional Fees</b>	 <b>\$ 17,400</b>
Contingency (10%)	\$1,740
 <b>Total S. B. Friedman &amp; Co. Fees</b>	 <b>\$19,100</b>
 <b>TIF Designation Expenses:</b>	
General Expenses (Incl. assessor's data, general expenses, etc.)	\$ 500
Boundary Legal (allowance)	\$1,000 to \$1,500
<b>Estimated TIF Designation Expenses</b>	<b>\$1,500 to \$2,000</b>
 <b>TOTAL COSTS</b>	 <b>\$20,600 to \$21,100</b>

This fee estimate is based upon the time budget attached to this letter. Actual billings will be based on time expended at the special project hourly rates that are currently as follows:

- President - \$250
- Practice Leader - \$210
- Project Manager - \$165
- Associate - \$115
- Research Associate - \$105
- Editor - \$75
- Intern/Data Entry/Support - \$75

Fees for our services will not exceed \$19,129 without your further authorization. This should not be viewed as a guarantee that all relevant services that may be requested can be completed within this limit. If we are approaching this limit, we will inform you so that you can make a determination regarding how you wish to use our services and provide appropriate authorization. If the time spent on this engagement is substantially less than we have estimated, we will bill you a lesser amount.

Travel, publications, maps, outside data, legal description costs, mailing costs and other out-of-pocket expenses will be billed as incurred without mark-up. These expenses are estimates and are subject to change. If the change is material, we will inform you and discuss how to proceed.

Invoices will be rendered monthly as our work progresses for services and costs incurred. Any and all payments for services required under this contract shall be strictly governed by the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et. seq.)

If at any point the decision is made to discontinue our services, our fee will be based upon the actual time expended and out-of-pocket costs incurred to that date.

### ***Authorization to Proceed***

To authorize this additional work, please sign below and return a copy to us as our authorization to proceed. Please contact Geoff at (312) 384-2404 if you have any questions regarding this letter.

Sincerely,

Atg. C. B. Fries

Stephen B. Friedman, AICP, CRE  
President

*Jeff Sch*

Geoff Dickinson, AICP  
Project Manager

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

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Task	Person Rate	Person 210	Project Manager 165	Associate 115	Research Associate 105	Total
<b>1. Research and Eligibility Analysis</b>						
Obtain GIS Base Maps, create PIN List, and Files				2	2	4
Obtain Historic Assessment Information			2	4	4	10
Fieldwork - Inspection of Physical Conditions of Property & Surrounding Props.; Enter Data				12	12	24
Obtain/Examine Existing Reports/Data (Environmental, wetland, etc.)		2	4	4	4	10
Data Input and Analysis, Proofing			4	8	8	12
Analyze and Summarize the Presence of Key Factors			2	4	4	10
<b>Eligibility Research and Analysis - Hours</b>	70	0	6	30	34	70
<b>Eligibility Research and Analysis - Fees</b>	\$ 8,010	\$ -	\$ 990	\$ 3,450	\$ 3,570	\$ 8,010
<b>2. Prepare Housing Impact Study (Assumed to be Required)</b>			Collected with eligibility field work			0
Identify Residential Units In TIF By Type			2	4	8	14
Estimate Income Distribution and Demographic Profile of Households			2	4	8	14
Estimate # and Types of Households That Could Be Displaced			2	8	16	26
Identify Replacement Housing Options for Displaced Households/Write-up						
<b>Housing Impact Study - Hours</b>	54	-	6	16	32	54
<b>Housing Impact Study - Fees</b>	\$ 6,190	\$ -	\$ 990	\$ 1,840	\$ 3,360	\$ 6,190
<b>3. Preparation of Legal Notices and Mailings</b>			In Base Scope and Fee			0
Create 750 Ft Boundary on GIS			2	4	4	10
Fieldwork Prep, Travel Time, and Collection of Res. Addresses			8	8	8	16
Enter Addresses and Mailing Info. Into Database			In Base Scope and Fee			0
Assemble ownership and taxing body mailing list from Assessor data and other research			1	1	1	2
Proof Data Entry; Prepare and Proof Mailing List						
<b>List for Notification of Surrounding Area Residents - Hours</b>	28	-	2	13	13	28
<b>List for Notification of Surrounding Area Residents - Fees</b>	\$ 3,190	\$ -	\$ 330	\$ 1,495	\$ 1,365	\$ 3,190
<b>Subtotal Hours</b>	152	-	14	59	79	152
<b>Subtotal Fees</b>	\$ 17,390	-	\$ 2,310	\$ 6,785	\$ 8,295	\$ 17,390
<b>Total Professional Fees</b>	\$ 17,390					
Contingency	10%	\$ 1,739				
<b>Total Professional Fees with Contingency</b>	\$ 19,129					
<b>General Expenses (estimate)</b>	\$ 500		\$ 500			
Boundary Legal Description (allowance)	\$ 1,000		\$ 1,500			
Mailing Costs (allowance)	TBD		TBD			
Ownership Research			SBFCo conducts research via assessor data. Title Company may need to be retained for a few parcels.			
<b>Total Project Budget *</b>	\$ 20,629	to	\$ 21,129			

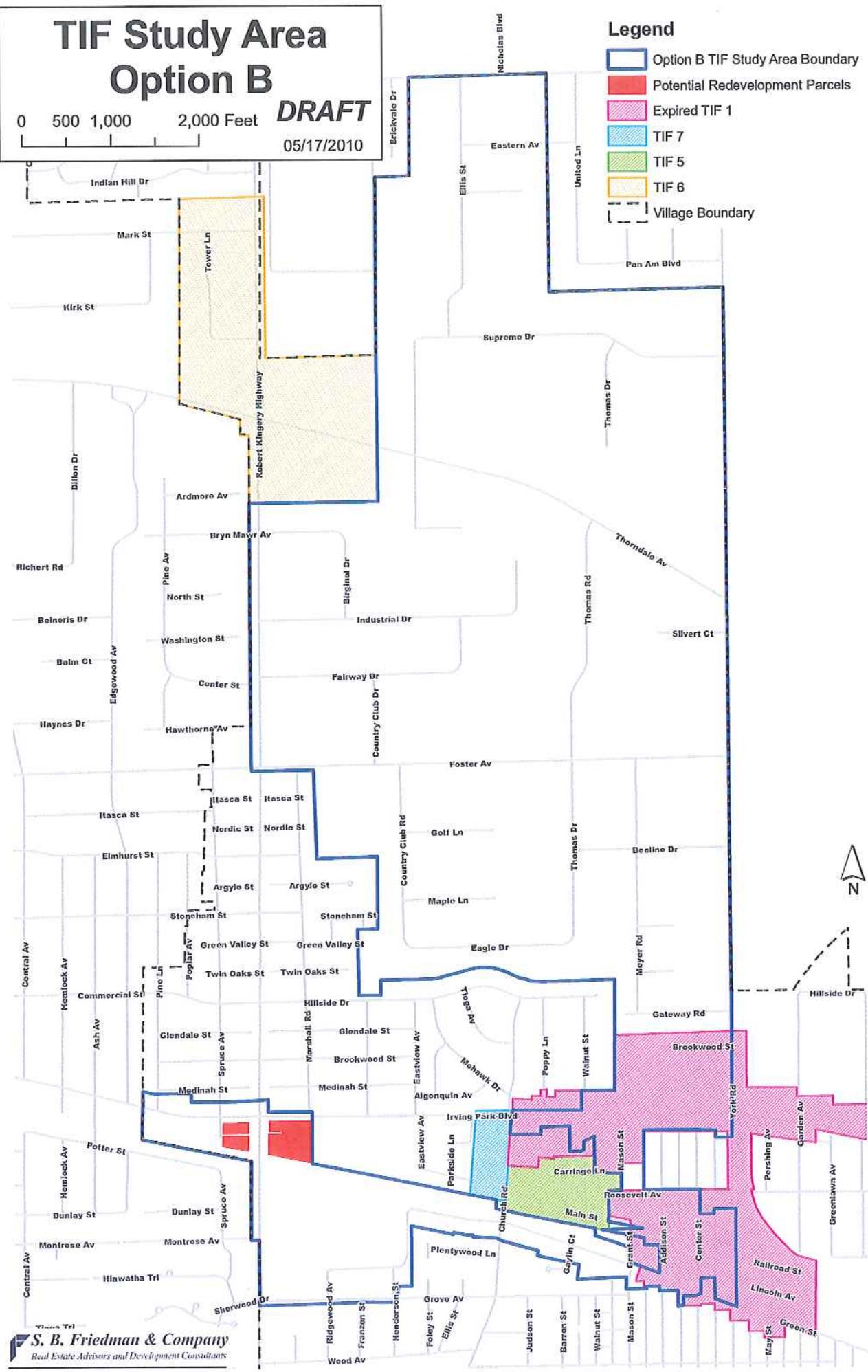
# TIF Study Area

## Option B

DRAFT

0 500 1,000 2,000 Feet

05/17/2010



TYPE: Resolution **SUBMITTED BY:** Paul Quinn **DATE:** 6/8/10

**DESCRIPTION:** Resolution to approve Professional Environmental Services for storage tank closure at Public Works Facility

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:** Approved Vote 4-0

**DATE:** June 15, 2010

**BACKGROUND**

Three leaking underground storage tanks were removed from the Public Works Facility in 1989. As required, a release was reported to the Illinois Emergency Services Disaster Agency and Leaking Underground Storage Tank (LUST) incident #892177 was assigned to the Site. To date, the Village retained various consultants to perform environmental assessment and remedial activities under the LUST program initiatives. Additionally, our most recent consultant Wight & Company pulled out of the environmental field. As a result, the Village requires the assistance of professional environmental services to achieve a No Further Remediation Letter (NFR) from the Illinois Environmental Protection Agency (IEPA) for this incident.

The Village recently retained True North Consultants for environmental services for the LUST incident #992754 at the Bensenville Fire District located at 500 S. York Road and were successful in achieving a NFR letter from the IEPA. Additionally, True North's services were retained to work toward a NFR letter for the most recent LUST incident #2010-0251 at the Fire District as well.

**KEY ISSUES:**

The attached proposal from True North for the Public Works Facility entails the preparation of a Corrective Action Plan (CAP) and budget to perform a risk-based approach to meet groundwater requirements of the IEPA to secure an NFR letter. More specifically, the risk-based measures involve the implementation of engineered barriers and institutional controls for the protection of human health and the environment. Once approved by the IEPA, the expense related to this work is reimbursable through the LUST Program. True North has performed excellent work to date and staff recommends retaining them for the Public Works Facility environmental work.

**RECOMMENDATION:**

Staff recommends approval of the environmental services contract with True North Consultants of Warrenville, Illinois for the Public Works Site LUST remediation work.

**BUDGET IMPACT:**

Environmental services for LUST incident consultation and remediation expense is accounted for in the fiscal year 2010 budget.

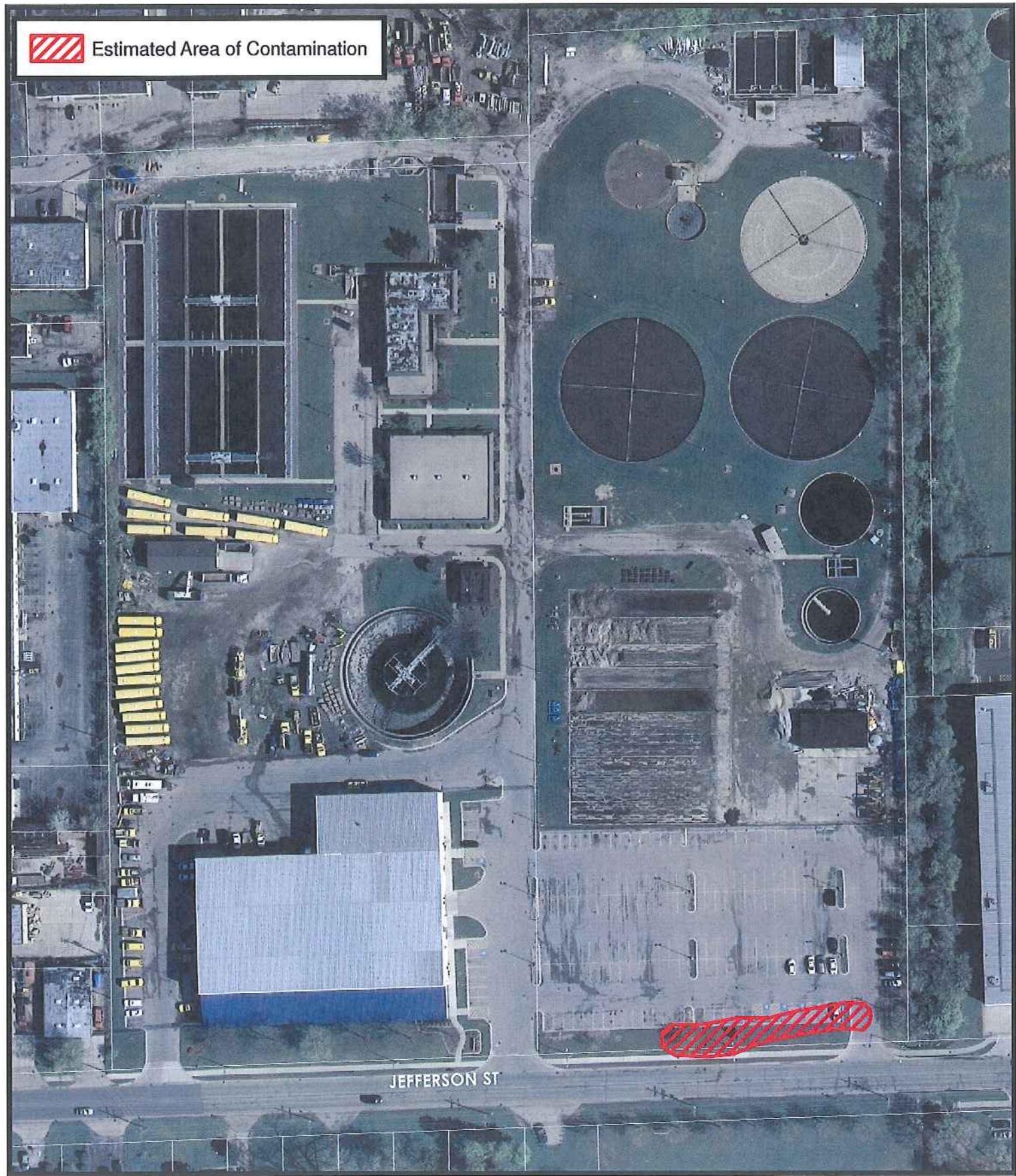
**ACTION REQUIRED:**

Motion to approve a Resolution authorizing the Village Manager to execute a purchase order and other associated documents for environmental services with True North Consultants for \$11,800



# Village of Bensenville

## Public Works Site Location Map



 Estimated Area of Contamination

JEFFERSON ST

**Resolution No.**  
**Authorizing the Execution of a Purchase Order and Environmental Consultant  
Services Agreement for the Public Works**  
**Underground Storage Tank Corrective Action Plan to True North Consultants**

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

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents for environmental consultation services to True North Consultants of Warrenville, Illinois for \$11,800.

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

APPROVED:

---

Frank Soto  
Village President

ATTEST:

---

JoEllen Ridder  
Village Clerk

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

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

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



27475 Ferry Road  
Warrenville, IL 60555

P: 630 717 2880  
F: 630 689 5881

mail@consulttruenorth.com

May 27, 2010

Mr. Paul J. Quinn III  
Village of Bensenville  
717 East Jefferson Street  
Bensenville, IL 60106

**RE: Proposal for Leaking Underground Storage Tank (LUST) Closure Consulting  
Bensenville Public Works Facility, 717 East Jefferson Street, Bensenville, IL 60106  
Proposal #TIO-025**

Dear Mr. Quinn:

True North Consultants, Inc. (True North) is pleased to provide this proposal to perform leaking underground storage tank (LUST) consulting services at the Bensenville Public Works facility located at 717 East Jefferson Street in Bensenville, DuPage County, Illinois (the Site).

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

## **BACKGROUND**

On May 7, 2010, True North personnel were contacted by the Village of Bensenville (Village) to provide a proposal close LUST Incident #892177 at the Site. On May 12, 2010, True North visited the Site to collect background information on the LUST incident and secure several historical environmental reports prepared by Wight & Company (Wight) of Downers Grove.

Following the review of information from the Illinois Environmental Protection Agency (IEPA) LUST online database and the Village, True North contacted the IEPA LUST project manager, Eric Kuhlman, for the Site to determine the current status of the Site and discuss closure options. Based on discussions with the IEPA LUST project manager, the Site has an approved High Priority Correction Action Plan (CAP) and Budget dated May 18, 2004. The CAP called for the following remedial activities:

- A Tier II analysis to exclude the soil component of the groundwater ingestion exposure route.
- Groundwater remediation by Oxygen Release Compound (ORC) injection into the



aquifer to remediate concentrations of target analytes to below Tier I Class I Groundwater Remediation Objectives (GROs).

- Execute a Highway Authority Agreement (HAA) between the Village and IEPA for East Jefferson Street and implement a construction worker caution notification.

According to the Village, the approved CAP was never executed and the LUST incident remains open. The IEPA project manager indicated that the Village could utilize risk-based closure options (Tier II modeling, engineered barriers and institutional controls) available under 35 Illinois Administrative Code (IAC) 742, *Tiered Approach to Corrective Action Objectives (TACO)* to close out the LUST incident number and secure a No Further Remediation (NFR) letter. Additionally, the IEPA project manager indicated that the proposed use of ORC injection to remediate groundwater previously approved in the current CAP would not be reimbursable through the LUST Program. The Village is presently utilizing LUST funds to complete the assessment and remedial activities and is still eligible for funding to complete the remaining activities proposed by this proposal.

The Village has requested that a proposal be prepared to reflect the costs associated with True North's involvement in LUST incident closure consulting activities.

## SCOPE OF SERVICES

### *LUST Incident #892I77 Closure Activities*

Based upon a review of available documentation and discussions with the IEPA project manager, True North does not anticipate performing any on-Site environmental assessment activities. True North will prepare and submit a revised CAP and Budget to perform risk-based closure activities to secure closure of the LUST incident. Upon approval of the revised CAP and Budget, True North will perform the necessary Tier II analyses and assist the Village with implementing the necessary engineered barriers and institutional controls to demonstrate adequate protection of human health and environment for this incident. Upon completion of corrective action activities, True North will prepare and submit a Corrective Action Completion Report (CACR) documenting the execution of the CAP and to request closure of LUST incident.

In addition to the CACR reporting, True North will assist the Village will preparing and submitting the required LUST fiscal documentation to secure reimbursement of approved monitoring and reporting activities.



## PROJECT COSTS

True North proposes to conduct the above scope of services in accordance with the following estimated costs:

Service	Quantity	Units	Rate	Total
<i>LUST Incident #892177 Closure Activities</i>				
Revised CAP & Budget Reporting	1	T&M	T&M	\$3,590
CACR	1	T&M	T&M	\$5,250
LUST Program Reporting & Fiscal Reporting	1	T&M	T&M	\$2,600
Reproduction & Project Supplies	1	Est.	Est.	\$360
	<i>Total</i>			<i>\$11,800</i>

NOTES:

(est.) = estimated

T&M = Time and Materials based on *Maximum Payment Amounts* (July 1, 2009 and June 30, 2010) identified in 35 IAC 734 LUST Program.

The above estimated costs reflect the costs that will be requested in the CAP Budget. Upon review and comment, True North will work within the IEPA approved budget to perform the above scope of work. Should the Village request a change in the scope-of-work, or should circumstances render the current estimate invalid, a new estimate will be prepared and mutually agreed to in writing before further work proceeds. Our Schedule of Terms and Conditions shall apply to the proposed work and is attached for your review. Written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed.

## SCHEDULE

True North can proceed with the above scope of work immediately upon receipt of written authorization to proceed. Preparation and submittal of CAP and Budget is estimated to take up to two (2) weeks. Upon approval of the CAP and Budget, True North will work with the Village to execute the CAP and prepare the CACR which is anticipated to take up to six (6) weeks.

## LIMITATIONS & QUALIFICATIONS

It is assumed for purposes of this estimate that access to the property is available during normal working hours and that records relating to the properties are reasonably



ascertainable. In addition, there are no encumbrances on the property that may limit observations.

True North is relying upon data and reports provided by others. True North cannot take responsibility for information provided by others. True North assumes all provided information to be true and accurate.

True North is not responsible for the location, identification or abandonment of any underground utilities at the Site.

This proposal does not include any additional work, inclusive of additional site investigation activities, denial response generation, remedial activities, and meeting/correspondence, that may be required for Site closure after the identified reports have been submitted to the IEPA for review. Any additional time will be billed at IEPA approved rates and within IEPA approved budgets.

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

This proposal is valid for a period of 60 days from the date of this proposal. In the event that authorization is received after 60 days from the date of this proposal, True North reserves the right to resubmit a new cost estimate for approval to reflect any additional costs associated with the proposed scope of work, if necessary.

#### **TERMS OF AGREEMENT**

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



ENVIRONMENT • DEVELOPMENT • INFRASTRUCTURE

True North appreciates the opportunity to offer this proposal for LUST closure consulting services. If you have any questions, please contact me at 224-387-6125.

Regards,

**TRUE NORTH CONSULTANTS, INC.**

Brian S. Mihelich, CHMM  
Senior Project Manager

CLIENT	TRUE NORTH CONSULTANTS, INC.
By:	By: Brian S. Mihelich
Signature:	Signature:
Date:	Date: May 27, 2010

## SCHEDULE OF TERMS & CONDITIONS

### 1.0 PROPOSAL ACCEPTANCE

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

### 2.0 WARRANTY

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

### 3.0 SUBCONTRACTED AND OTHER SERVICES

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

### 4.0 SITE ACCESS AND SITE CONDITIONS

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

### 5.0 BILLING AND PAYMENT

Invoices shall generally be submitted every four weeks for services performed

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

### 6.0 DOCUMENTS AND ELECTRONIC FILES

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

### 7.0 INSURANCE

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

### 8.0 ALLOCATION OF RISK

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

# SCHEDULE OF TERMS & CONDITIONS

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

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

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

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

## 9.0 CHANGES

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

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

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

## 10.0 NOTIFICATION OF HAZARDS

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

## 11.0 BIOLOGICAL POLLUTANTS

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

## 12.0 DELAYS, SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

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

## 13.0 RCRA COMPLIANCE

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

## 14.0 DELAYS

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

## 15.0 DISPUTE RESOLUTIONS

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

## 16.0 MISCELLANEOUS

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

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

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

## END OF TERMS AND CONDITIONS

REVISED April 9, 2008

**TYPE:** Ordinance

**SUBMITTED BY:** Paul Quinn

**DATE:** 6/8/10

**DESCRIPTION:** Ordinance authorization confirming Illinois Prevailing Wage rates for DuPage County

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:** Approved 4-0 Vote

**DATE:** June 15, 2010

**BACKGROUND**

The Illinois Prevailing Wage Act requires the contractor and subcontractor to pay laborers, workers and mechanics employed on public works projects, no less than the general prevailing rate of wages (consisting of hourly cash wages plus fringe benefits) for work of similar character in the locality where the work is performed. Violators must pay workers the difference between the wage paid and the prevailing wage, and may be subject to 20% penalties and 2% punitive damages. A contractor or subcontractor found to have violated the Act on two occasions may be barred from public works projects for two years. Additionally, contractors are required to post prevailing wage rates at job sites.

**KEY ISSUES:**

The Illinois Prevailing Wage Act requires, among other things, that all Illinois governmental entities, including municipalities, either accept the prevailing wages determined by the Illinois Department of Labor or investigate and determine the prevailing rate of wages as defined in the Act for laborers, mechanics, and other workers employed in performing work on public works construction projects in the locality in which said work is performed. This is reinforced annually with a corresponding municipal ordinance.

The Village Clerk shall publicly post or keep available for inspection by any interested party in the Village Hall this prevailing wage determination and any revisions of such prevailing rate of wages, if any. A copy of this prevailing wage determination shall be attached to all contract specifications promulgated by the Village. The listing of current prevailing wage rates for DuPage County is attached.

**ACTION REQUIRED:**

Motion to approve an ordinance, which confirms compliance with the Illinois Prevailing Wage Act

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

AN ORDINANCE OF THE VILLAGE OF BENSENVILLE  
ASCERTAINING THE PREVAILING RATE OF WAGES  
FOR LABORERS, MECHANICS AND OTHER WORKERS  
EMPLOYED ON PUBLIC WORKS  
FOR THE VILLAGE OF BENSENVILLE

WHEREAS, the Village of Bensenville (hereinafter the "Village") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works" (hereinafter "the Act"), approved June 26, 1941, as amended, 820 ILCS 130/1 *et seq.*, as amended by Public Acts 86-799 and 86-693; and

WHEREAS, the aforesaid Act requires the Village of Bensenville to investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Village of Bensenville employed in performing construction of public works, for said Village of Bensenville; and

WHEREAS, the Village of Bensenville is located in both Cook and DuPage Counties; therefore, the prevailing rate of wages to be paid in the locality of said Village of Bensenville shall be as determined by the locality of the work performed.

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

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

**SECTION TWO:** That it is necessary and desirable that Village adopt the prevailing wages for workers for the purposes set forth herein.

**SECTION THREE:** To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village of Bensenville is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County and DuPage County areas (the prevailing rate to be applied is determined by the locality of the work performed) as determined by the Department of Labor of the State of Illinois as of June of the current year. A copy of that determination for Cook and DuPage Counties is attached hereto and incorporated herein by reference as Exhibit "A". As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the Village of Bensenville. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

**SECTION FOUR:** Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Village of Bensenville to the extent required by the aforesaid Act.

**SECTION FIVE:** The Village Clerk of the Village of Bensenville shall publicly post or keep available for inspection by any interested party in the main office of the Village of Bensenville the determination or any revisions of such prevailing rate of wages. A copy of this

determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

**SECTION SIX:** The Village Clerk of the Village of Bensenville shall mail a copy of this determination to any employer, and to any person or association of employers who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

**SECTION SEVEN:** The Village Clerk of the Village of Bensenville shall promptly file a certified copy of this Ordinance with the Secretary of State Index Division.

**SECTION SEVEN:** The Village Clerk of the Village of Bensenville shall cause to be published in a newspaper of general circulation within the area a notice that this Ordinance has been adopted and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

**SECTION EIGHT:** This Ordinance shall be in full force and effect upon its passage and approval as required by law.

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

APPROVED:

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Frank Soto, Village President

ATTEST:

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JolEllen Ridder, Village Clerk

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

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

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

## Du Page County Prevailing Wage for June 2010

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC		BLD		31.540	0.000	1.5	1.5	2.0	9.670	9.610	0.000	0.520
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		38.000	40.000	2.0	1.5	2.0	7.700	14.45	0.000	0.380
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	7.650	11.98	0.500	0.490
ELECTRIC PWR EQMT OP		ALL		33.140	42.570	1.5	1.5	2.0	4.750	10.27	0.000	0.250
ELECTRIC PWR GRNDMAN		ALL		25.680	42.570	1.5	1.5	2.0	4.750	7.960	0.000	0.190
ELECTRIC PWR LINEMAN		ALL		39.420	42.570	1.5	1.5	2.0	4.750	12.22	0.000	0.300
ELECTRIC PWR TRK DRV		ALL		26.520	42.570	1.5	1.5	2.0	4.750	8.230	0.000	0.200
ELECTRICIAN		BLD		36.200	39.820	1.5	1.5	2.0	8.650	14.07	3.980	0.580
ELEVATOR CONSTRUCTOR		BLD		46.160	51.930	2.0	2.0	2.0	10.03	9.460	2.770	0.000
FENCE ERECTOR	NE	ALL		30.700	32.200	1.5	1.5	2.0	7.950	8.430	0.000	0.500
FENCE ERECTOR	W	ALL		40.200	42.210	2.0	2.0	2.0	8.140	15.16	0.000	0.230
GLAZIER		BLD		37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR		BLD		42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.520
IRON WORKER	E	ALL		40.750	42.750	2.0	2.0	2.0	11.00	15.99	0.000	0.300
IRON WORKER	W	ALL		40.200	42.210	2.0	2.0	2.0	8.140	15.16	0.000	0.230
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD 1		45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 2		43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 3		41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 4		39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 5		48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 6		46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 7		48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 1		43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 2		42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 3		40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 4		39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 5		38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 6		46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 7		44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER	E	ALL		40.200	42.450	2.0	2.0	2.0	8.700	14.04	0.000	0.500
ORNAMNTL IRON WORKER	W	ALL		40.200	42.210	2.0	2.0	2.0	8.140	15.16	0.000	0.230
PAINTER		ALL		39.680	41.680	1.5	1.5	1.5	8.100	8.200	0.000	1.000
PAINTER SIGNS		BLD		31.740	35.640	1.5	1.5	1.5	2.600	2.540	0.000	0.000
PILEDRIVER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD		39.500	41.500	1.5	1.5	2.0	9.900	12.99	0.000	1.360
PLASTERER		BLD		32.000	33.500	1.5	1.5	2.0	6.450	6.770	0.000	0.570
PLUMBER		BLD		39.500	41.500	1.5	1.5	2.0	9.900	12.99	0.000	1.360
ROOFER		BLD		37.000	40.000	1.5	1.5	2.0	7.500	6.020	0.000	0.330
SHEETMETAL WORKER		BLD		41.660	43.660	1.5	1.5	2.0	8.810	10.66	0.000	0.780
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR	E	ALL		40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300

EXHIBIT A

STEEL ERECTOR	W	ALL	40.200	42.210	2.0	2.0	2.0	8.140	15.16	0.000	0.230
STONE MASON		BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER		BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.380
TERRAZZO MASON		BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON		BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR		HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER		ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER		BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

## Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday).  
 OSA (Overtime is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)

## Explanations

## DUPAGE COUNTY

## IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

## EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

## CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed

products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes

for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including  $\frac{3}{4}$  cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including  $\frac{3}{4}$  cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

## OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheep's Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

**Other Classifications of Work:**

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

**LANDSCAPING**

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

## Cook County Prevailing Wage for June 2010

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC		BLD		31.540	0.000	1.5	1.5	2.0	9.670	9.610	0.000	0.520
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		41.850	43.850	1.5	1.5	2.0	8.600	9.810	0.000	0.220
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.		BLD		36.440	38.940	1.5	1.5	2.0	7.650	7.750	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRIC PWR GRNDMAN		ALL		31.080	46.430	1.5	1.5	2.0	7.700	9.680	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRICIAN		ALL		40.400	43.000	1.5	1.5	2.0	11.33	9.420	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		46.160	51.930	2.0	2.0	2.0	10.03	9.460	2.770	0.000
FENCE ERECTOR		ALL		30.700	32.200	1.5	1.5	2.0	7.950	8.430	0.000	0.500
GLAZIER		BLD		37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR		BLD		42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.520
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	11.00	15.99	0.000	0.300
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD 1		45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 2		43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 3		41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 4		39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 5		48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 6		46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 7		48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 1		51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 2		49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 3		44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 4		36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 1		43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 2		42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 3		40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 4		39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 5		38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 6		46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 7		44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER		ALL		40.200	42.450	2.0	2.0	2.0	8.700	14.04	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	8.350	9.400	0.000	0.670
PAINTER SIGNS		BLD		31.740	35.640	1.5	1.5	1.5	2.600	2.540	0.000	0.000
PILEDRIVER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD		43.150	46.150	1.5	1.5	2.0	7.660	9.550	0.000	1.570
PLASTERER		BLD		38.550	40.860	1.5	1.5	2.0	9.000	9.690	0.000	0.450
PLUMBER		BLD		44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030
ROOFER		BLD		37.000	40.000	1.5	1.5	2.0	7.500	6.020	0.000	0.330
SHEETMETAL WORKER		BLD		40.460	43.700	1.5	1.5	2.0	9.580	12.35	0.000	0.610
SIGN HANGER		BLD		28.210	29.060	1.5	1.5	2.0	4.450	2.880	0.000	0.000
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500

STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON	BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.380
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

## Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)  
 OSA (Overtime is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)

## Explanations

## COOK COUNTY

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

## EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.  
 ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

## CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed

products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all.

material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including  $\frac{1}{4}$  cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including  $\frac{3}{4}$  cu. yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheep's Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

#### OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for

transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Carts and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Carts and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

**Westlaw Delivery Summary Report for CONWAY,SEAN**

Date/Time of Request:	Thursday, June 3, 2010 11:41 Central
Client Identifier:	983
Database:	IL-ST-ANN
Lines:	348
Documents:	10
Images:	0

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TYPE: Code AmendmentSUBMITTED BY: Paul Quinn DATE: 5/12/10DESCRIPTION: Discussion regarding responsibility for the repair of sewer and water service connections in the public right-of-way.**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

COMMITTEE ACTION: Approved 4-0 VoteDATE: June 15, 2010**BACKGROUND**

The long-standing policy of the Department of Public Works with regard to maintenance of utility connections in the public right of way and the language within the Village Code are inconsistent. The Village code identifies utility connections within the right to be the Village's responsibility. For water connection services, staff has maintained service lines to the service valve or b-box. For sanitary sewer laterals, staff has repaired collapsed sewers for single-family residential properties. The expense associated with these repairs can become quite large due to the cost of street restoration. Because of the cost associated with the repair of service connections, staff solicited the practices of surrounding municipalities to determine if a code change is warranted.

**KEY ISSUES:**

A utility right-of-way questionnaire was sent to 12 local communities to determine who is responsible to perform repairs. Repairs are required when a water leak or collapsed sewer line occur. While most municipalities who responded to the survey maintain water connections, they are split on sanitary and storm connection repair. Ten communities responded and the results of the survey are as follows:

Municipal Respondent	Sanitary Sewer Connection – Repair Responsibility	Storm Sewer Connection – Repair Responsibility	Water Service Connection- Repair Responsibility
Addison	Municipality	Municipality	Municipality
Elk Grove Village	Home/Business Owner	Home/Business Owner	Home/Business Owner
Wood Dale	Home/Business Owner	Home/Business Owner	Municipality to B-Box
Elmhurst	Home/Business Owner	Home/Business Owner	Municipality to B-Box
Schiller Park	Municipality	Municipality	Municipality to B-Box
Roselle	Home/Business Owner	Municipality	Municipality to B-Box
Mt. Prospect	Home/Business Owner	Home/Business Owner	Municipality
Lombard	Municipality	Municipality	Municipality to B-Box
Itasca	Home/Business Owner	Home/Business Owner	Municipality to B-Box
Des Plaines	Municipality	Municipality	Municipality to B-Box

**RECOMMENDATION:**

Staff recommends the Village perform repair of water and sewer service connections in the public right of way for single-family properties. The recommendation is due to the excessive repair expense for restoration of the street. Additionally, staff recommends that business, industrial, and rental property owners (revenue generating) pay for expense related to their own utility connection repair. Please see the attached ordinance amending Village Code 8-7-15 U.

**ACTION REQUIRED:**

Motion to authorize amendment of the Village Code reflecting the above recommendation

## **8-7-15: RULES AND REGULATIONS:**

The following rules and regulations for the government of water takers and expert persons licensed by the Village are hereby adopted and established and authority is hereby conferred upon the Water Supervisor to make and establish such additional rules and regulations as he may deem advisable from time to time and with the consent and approval of the Board of Trustees.

- A. The Village Manager, subject to the ratification of the Board of Trustees, shall appoint all the necessary officers and agents for furnishing water, collecting water rates, assessments and rates.
- B. All work on the streets and public works contemplated by this Chapter must be done under the supervision of the Water Supervisor working with and at the general direction of the Director of Public Works.
- C. The ferrule inserted in the distributing pipes and the service pipe laid shall be of the size specified in the permit and order. The Supervisor shall keep a complete record and profile of the exact location and number and sizes of all taps inserted and lengths of service pipes laid, the tapper being hereby required to make immediate returns to the Supervisor of such details.
- D. Notice must be left at the office of the Supervisor by the plumber about to lay a service pipe, fixing the day on which he wishes to insert the ferrule.
- E. It shall be the duty of the Supervisor to superintend and direct all work connected with the water system which may be done upon the streets of the Village, and from time to time to report to the Board of Trustees as to the manner in which the plumbers perform their work and the condition in which they find the streets repaired.
- F. Hydrants, taps, hoses, water closets, urinals, baths and other fixtures shall not be permitted to be kept running when not in actual use.

G. No private hydrant shall be located on the sidewalk or elsewhere beyond the limits of the lot of the party to whom the permit is issued.

H. Applications for water must state fully and truly the purposes for which the water is required, and when paying the charges for such water, parties must frankly and without concealment answer all questions put to them, relative to the consumer. The applicant shall, in such application, agree that in consideration of the insertion of the ferrule, he will pay, or cause to be paid, the assessments levied or rates charged on said premises for the water pipe that is proposed to be tapped, and that he will faithfully comply with the rules established by this Chapter and as changed from time to time. In case of fraudulent misrepresentation on the part of the applicant, or of users of water not embraced in the applicant's bill, or of wilful or unreasonable use of water, the supply of water will be cut off and all payment shall be forfeited to the Village.

I. The Supervisor and his authorized agents shall have free access at all hours of the day between seven o'clock (7:00) A.M. and six o'clock (6:00) P.M. to all parts of every building in which the water is delivered and consumed, in order to examine the pipes and fixtures and ascertain whether there is any unnecessary waste, and if such access be refused, the supply of water may be cut off without further notice.

J. Lawn Sprinkling:

1. The mechanical sprinkling of lawns shall be allowed on the basis of an odd-even system with the last digit of the building's street address to correspond to that calendar day (odd or even) when sprinkling is allowed.
2. Sprinkling shall be prohibited during the hours of twelve o'clock (12:00) noon to six o'clock (6:00) P.M.
3. In the event of an emergency declared by the Village President or, in his absence, the Village Manager, all outside water use shall be prohibited until further notice by the Village.
4. The Director of Community Development shall have the authority to issue a special watering permit for new seed and sod based upon generally accepted landscape practices. There shall be no fee for this permit.

- K. All meters must be placed by expert persons licensed by the Village or the Water Division. The person doing the work must flush the pipe thoroughly before connecting the meter. Red or white lead or other compounds must not be used in such meters.
- L. The conducting pipes of meters shall be joined with square faced unions or flanges, and a full round-way stop and waste-cock or gate valve, with waste inserted so as to conveniently provide for draining pipes and meters for repairs, and for use in freezing weather and in emergencies. The shut off must be as low as the meter connection. The meter must not be set in a place where the ground and surface water can rise and cover it.
- M. No meter or MIU shall be removed or disturbed without first having obtained permission from the Supervisor.
- N. The water shall not be turned on into any house or private service pipe except upon the order of the Supervisor, and plumbers are prohibited from turning the water into any service pipe except upon the order and permission of the Supervisor. This rule shall not be construed to prohibit any expert person licensed by the Village admitting water to test pipes and for that purpose only.
- O. No hydrants, except public drinking fountains, shall be placed within the limits of any streets, and no drinking fountain shall be erected for public use which has openings by which it can be used as a source of domestic supply.
- P. All water supplied by the Village shall be measured by meter and MIU except as hereinafter provided. Any tap heretofore made in any private water service pipe, which is located between the public water supply pipe and the meter and MIU, shall be plugged at the main supply pipe and the meter, and the use of any such tap discontinued.

Q. In all cases where one service pipe supplies two (2) or more separate consumers in a building occupied by several families, one meter and MIU may be placed at the service connection for either or all of said consumers, and the water rent as registered by such meter and MIU shall be charged to, and be payable by, the owner of such premises or building.

R. The setting, taking off or repairing of meters and MIUs shall be done under the supervision of the Supervisor or any other person authorized by the Village President.

S. Whenever two (2) or more persons shall be supplied with one service pipe, connecting with the distribution main, the failure on the part of any one of said parties to comply with the rules and restrictions provided for the use of water shall authorize the Supervisor to withhold the supply of water from such main, without any liability whatever.

T. For a violation of any of these rules and regulations and such others as the Board of Trustees may adopt, the Village reserves the right to stop the supply of water without any preliminary notice, nor will it be restored until all back water rent, costs and damages shall be paid, together with a payment of either fifty dollars (\$50.00) or seventy five dollars (\$75.00) for the expense of turning off the water and turning it on again<sup>3</sup>, and upon a satisfactory understanding with the party that no further cause for complaint shall arise, and the Village hereby reserves to itself the full right, power and authority to cut off the supply of water at any time without incurring any liability or cause of action for damage of any kind; any permit granted or regulation to the contrary notwithstanding. In case of a second violation of said regulations by any person, the Supervisor may cause the ferrule to be withdrawn. Should this be done, a charge of fifty dollars (\$50.00) or seventy five dollars (\$75.00) will be made for reinserting said ferrule.

U. The maintenance and responsibility of any service line beyond the street dedication is that of the owner of the property.

Any person who shall violate any or either of the rules and regulations for the government of water takers or expert persons licensed by the Village as specified in this Section shall, upon conviction, in addition to the enforcement

of the forfeitures, liabilities, stipulations and reservations therein contained, pay a fine of up to five hundred dollars (\$500.00). (Ord. 1-93, 1-5-1993)

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

**AN ORDINANCE AMENDING THE PROVISIONS REGARDING PAYMENT  
FOR REPAIR AND MAINTENANCE OF UTILITY SERVICE CONNECTIONS  
AS CONTAINED IN TITLE 8 OF THE VILLAGE CODE**

**WHEREAS**, the Village of Bensenville (hereinafter the "Village") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

**WHEREAS**, the Village is authorized and empowered, under the Illinois Municipal Code and the Village Code, to provide utility services to its residents and businesses, and to maintain and require maintenance of said connections for proper function of the utility provided; and

**WHEREAS**, in furtherance of said power and authority, the Corporate Authorities of the Village has, from time to time, adopted various ordinances which set forth requirements relative to maintenance of utility connections; and

**WHEREAS**, staff review of the Village Code and long standing policy within the Public Works Department has highlighted certain inconsistencies in the maintenance of utility connections which has prompted a recommendation that the Village Board adopt this Ordinance which brings the policy and Code provisions into line with one another; and

**WHEREAS**, the Corporate Authorities have determined based on the foregoing that the regulations for maintenance of utility connections as set forth in the Village Code, Title 8, Chapter 7, are in need of amendment.

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

**SECTION TWO:** That Title 8, Chapter 7, Section 15 of the Village Code is hereby amended to state as follows:

**8-7-15: RULES AND REGULATIONS:**

The following rules and regulations for the government of water takers and expert persons licensed by the Village are hereby adopted and established and authority is hereby conferred upon the Water Supervisor to make and establish such additional rules and regulations as he may deem advisable from time to time and with the consent and approval of the Board of Trustees.

...

U. The maintenance and responsibility of any service line shall be as follows:

1. Single Family Residences: The property owner is responsible for normal maintenance (including, but not limited to periodic sewer rodding). The Village shall be responsible for, and shall perform repair of water and sewer service connections in the public right of way. Repair and maintenance of service connections outside the public right of way shall be borne by the property owner.

2. Rental and all other property in the Village: The property owner shall be responsible for, and shall perform repair of any water and sewer service connections no matter where the repair or maintenance is located.

In the case of an emergency, the Village may repair any service line and charge the cost of the repair to the owner, who shall pay for the cost of the repair upon tender of the invoice.

It shall be unlawful to excavate for or begin work on the installation, repair or maintenance of any utility system service connection before a written permit for same is obtained from the Director of Community and Economic Development, or his designee. Any repair or maintenance to be performed by the property owner shall be undertaken only upon notice to and approval of the Village Public Works Department, and it shall be undertaken in compliance with the requirements of the permit, and only by

a licensed contractor approved to do the work by the Director of Public Works. All excavation for repair or maintenance of service lines shall be done in compliance with Village Code regulations regarding excavation work.

Any person who shall violate any or either of the rules and regulations for the government of water takers or expert persons licensed by the Village as specified in this Section shall, upon conviction, in addition to the enforcement of the forfeitures, liabilities, stipulations and reservations therein contained, pay a fine of up to five hundred dollars (\$500.00).

**SECTION THREE:** That the Village Clerk of the Village is directed hereby to publish this Ordinance in pamphlet form, pursuant to the statutes of the State of Illinois.

**SECTION FOUR:** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

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

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Frank Soto, Village President

ATTEST:

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JoEllen Ridder, Village Clerk

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

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

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

TYPE: Resolution SUBMITTED BY: Paul Quinn DATE: 6/8/10

**DESCRIPTION:** Resolution to approve the purchase of a new Vactor/Rodder

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:** Approved 4-0 Vote

**DATE:** June 15, 2010

**BACKGROUND:**

A Vactor/Sewer Rodder's primary use is to clean sanitary sewers, storm sewers, and catch basins. Debris and obstructions are removed through both vacuum and high-pressure water. The equipment is also used to excavate around broken water mains when other utilities prevent normal backhoe operation. The current Vactor is 17 years old and is frequently out of service due to mechanical breakdowns.

**KEY ISSUES:**

The new Vactor/Rodder must be equipped with the essential tools in order to perform the work required. Public Works staff viewed demonstration units of various makes and models to determine which vehicle would best meet our needs. The equipment reviewed includes,  
2010 Vac-Con Model V390/100LHA (EJ Equipment)  
2010 Aquatech Model B10 (Auto Truck Group)  
2009 Vactor Demo Unit Model 2100 (Standard Equipment)  
2010 Vactor Model 2100 Plus (Standard Equipment)

**RECOMMENDATION:**

Staff determined that the 2009 Model 2100 Demonstration unit would best serve the needs of the department for the following reasons:

- Significant cost savings as compared to the new Vactor model with the same options \$265,000 versus \$323,789.
- Vactor 2100 is painted before assembly and mounting which provides added rust protection
- Back-up cameras are included for increased safety and accident prevention
- The debris tank consists of a high-grade steel that is highly resistant to rust/corrosion
- Fan unit is dual stage for increased suction power, is riveted, and is less likely to deteriorate over time
- Vactor vehicles are made in Illinois making repair and warranty service easily accessible
- Boom mount on vehicle is driven by hydraulics and is capable of operating at increased power
- Water excavator pump flow is adjustable, conserves water, and keeps crew on-site for increased productivity
- The Vactor is specified in the Suburban Purchasing Cooperative and does not require public bid
- Staff recommends a three-year extended warranty for parts and labor at \$6,200

**BUDGET IMPACT:**

The Vactor purchase is accounted for in the fiscal year 2010 budget

**ACTION REQUIRED:**

Motion to approve a Resolution authorizing the Village Manager to execute a purchase order and other associated documents for 2009 Vactor Model 2100 to Standard Equipment of Chicago, Illinois for \$271,200

**Resolution No.**  
**Authorizing the Execution of a Purchase Order for a 2009 Vactor Model 2100 from  
Standard Equipment Co.**

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 Standard Equipment Co. of Chicago, Illinois for the purchase of a 2009 Vactor Model 2100 for an amount not to exceed \$271,200.

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

APPROVED:

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Frank Soto  
Village President

ATTEST:

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JoEllen Ridder  
Village Clerk

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

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

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

## MEMORANDUM

**TO:** Mike Cassady, Village Manager

**FROM:** Paul J. Quinn, Director of Public Works

**SUBJECT:** **2010 Vactor Purchase**

**DATE:** June 17, 2010

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As discussed Tuesday evening at the Infrastructure and Environment Committee, the Public Works Departments recommendation to purchase a new Vactor is based on the age, condition, and unreliability of the existing unit. Due to the request of Trustee Peconio, I have attached a summary of the last three-year repair history, which totals \$26,859.41.

In order for staff to partake in an aggressive sewer maintenance program, which includes the cleaning of storm and sanitary sewer lines, sanitary treatment and pumping facilities, manholes, inlets, and catch basins, a reliable Vactor is required. Simply put, our existing Vactor would not be capable of meeting this need. Vactor equipment is also instrumental in assisting staff with hydro-excavation around confined areas such as underground utility work.

National Power Rodding (NPR) currently cleans sanitary sewer mains and treatment facilities through the supervision of United Water. The contract represents a \$150,000 annual expense that includes sewer televising as needed. Purchasing a new Vactor would provide our department the opportunity to hire two entry-level employees and resume cleaning all sewers once again in-house thus eliminating the sewer cleaning contract with NPR. In addition to sewer cleaning, the new team would be responsible to assist with manhole and catch basin repair, storm sewer and sanitary repair, and assist with emergency operations during snow and other weather related activities. The cost for two entry-level employees totals \$137,965.

In summary, purchasing the Vactor and hiring two additional staff members will allow the department to accomplish more by spending the same. Administrative and Union employees fully recommend the purchase of the unit.

## Vactor 2100

Year: 1992  
Make: Vactor  
Chassis: Ford 8000  
Miles: 22816  
Hours: 68906

3 Year Repair History (excludes regular preventative maintenance)

	<b>Labor</b>	<b>Parts</b>	<b>Manufacturer Repair</b>
2007	\$1,954.00 \$165.60 \$165.60 \$89.40	\$700.00 \$435.00 \$5.00	\$4,837.00 \$504.00 \$960.00 \$490.00
2008	\$52.00 \$26.00 \$435.20	\$97.00 \$1,293.00	\$424.00 \$1,686.00
2009	\$442.09 \$160.35 \$163.20 \$217.60 \$137.20 \$108.80 \$272.00 \$116.50 \$326.40 \$62.10 \$26.00 \$1,454.80	\$3,247.00 \$52.00 \$41.00 \$779.00 \$140.00 \$406.00 \$709.00 \$340.00 \$26.57 \$157.00 \$861.00	
2010	\$1,088.00 \$259.00	\$904.00 \$44.00	
<b>Totals:</b>	<b>\$7,721.84</b>	<b>\$10,236.57</b>	<b>\$8,901.00</b>
<b>Total Repair Expense for the last 3 years:</b>			<b>\$26,859.41</b>

## VILLAGE OF BENSENVILLE

**TYPE:** Ordinance      **SUBMITTED BY:** Denise Pieroni      **DATE:** June 3, 2010

**DESCRIPTION:** Ordinance amending, Title 3, Chapter 3, of the Village Code amending the Class G License

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:** Amendment providing for the Class G License was reviewed and recommended by the Public Safety Committee on June 8;      **DATE:** 06/08/2010  
proposed clarification amendment not taken to committee

**BACKGROUND:** The Board approved an amendment to the Village Code providing for a Class G liquor license, regulating the serving of alcohol outdoors. The amendment prohibited the outdoor service bars. Concerns as to this prohibition within the outdoor areas located exclusively on private property have been raised. An amendment is proposed which will allow for one (1) service bar within an outdoor area located on private property included under the Class G License.

**KEY ISSUES:** License holders have indicated that the location of a service bar in the outdoor area will allow them to more efficiently service their customers. If the Village experience challenges as a result of allowing outdoor service bars they can either address these issues by licensed location or through a code amendment.

**ALTERNATIVES:**

- Retain current regulations/provision
- Discretion of the Board.

**RECOMMENDATION:** In response to our business customers, approve the amendment and hold license holders accountable for ensure the proper controls are in place.

**BUDGET IMPACT:** N/A

**ACTION REQUIRED:** Board adoption of ordinance amending Title 3, Chapter 3 relating to the Class G License.

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

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, OF THE BENSENVILLE  
VILLAGE CODE TO PROVIDE FOR AN AMENDMENT TO THE CLASS G LICENSE**

WHEREAS, the Village of Bensenville ("Village") is a municipality duly organized and operating under the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, and is authorized to provide for the licensing of the sales and service of alcoholic beverages within its boundaries pursuant to the Liquor Control Act of 1934, 235 ILCS 5/1-1 *et seq.*; and

WHEREAS, the Village has established a Class G License to provide for the service of alcoholic beverages by restaurants holding a Class A, Class E-1 or a Class E-2 Village liquor license to outdoor private seating areas, which seating area may be expanded on a limited basis to adjacent public rights-of-way, subject to certain conditions; and

WHEREAS, it has been requested by certain license holders that the Class G license be expanded to allow for an outdoor service bar; and

WHEREAS, the Village desires to allow the use of an outdoor service bar to facilitate the servicing of customers; and

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

**SECTION ONE:** The foregoing recitals hereby incorporated by reference as if fully set forth.

**SECTION TWO:** Title 3, Chapter 3, Section 3-3-5 G 2-c, of the *BENSENVILLE VILLAGE CODE* is hereby amended as follows:

G. Class G.

Class G. No business, whether licensed or not, shall sell or serve alcoholic beverages in any outdoor area of the premises, unless it shall have been issued a Class G in accordance with this section.

2. Every outdoor area must meet the following requirements to be eligible for the issuance of a class G license:

c. All sales, service, and consumption of alcoholic beverages in an outdoor area shall be with meals and at booths or table with chairs suitable for dining. One service bar within the private portion of any licensed outdoor area shall be permitted.

**SECTION THREE:** That all other ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are, to the extent of such conflict, expressly repealed.

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

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

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Frank Soto, Village President

ATTEST:

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Jo Ellen Ridder, Village Clerk

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

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

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

TYPE: Resolution

SUBMITTED BY: Village Manager

DATE: June 22,

2010

**DESCRIPTION:** Resolution authoring the execution of an Intergovernmental Agreement with the Bensenville Library District.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

**DATE:**

**BACKGROUND**

The Village has been working with the Library District to resolve legal concerns regarding the IGA approved in 2006 by Resolution No. R-138-2006. Of concern was the transfer of Non-Home Rule Sales Tax proceeds and the lack of quantifiable consideration in return for the transfer of funds.

**KEY ISSUES:**

Attached is a Resolution and Intergovernmental Agreement for your consideration. This language has been reviewed and approved by the Village Attorney. The new IGA authorizes a transfer of \$150,000 annually in exchange for the provision of key community services, including bi-lingual language education, computer training, college prep and entrance assistance, tutoring, financial aid counseling and local historical research. The Village shall also provide up to \$50,000 of in-kind services to the Library, including by not limited to snow removal, landscaping , minor property repairs and other mutually agreed upon services. The IGA does indicate the transfer of funds is predicated on the financial capacity of the Village and that either party may terminate the agreement with notice.

**RECOMMENDATION:**

Staff recommends approval of a Resolution authorizing the execution of an Intergovernmental Agreement with the Bensenville Library District. This proposed IGA is consistent with State Statute and consideration for the transfer of funds is achieved by the transfer of real estate (Korthauer House) and the community services outlined above.

**BUDGET IMPACT:**

\$150,000 annual contribution plus up to \$50,000 in In-Kind services to be provided by the Village.

**ACTION REQUIRED:**

Motion to approve a Resolution authorizing the execution of an Intergovernmental Agreement with the Bensenville Library District.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT

BETWEEN THE VILLAGE OF BENSENVILLE AND THE BENSENVILLE LIBRARY DISTRICT  
FOR THE PROVISION OF CERTAIN FUNDS AND IN KIND SERVICES

WHEREAS, the Village of Bensenville (hereinafter referred to as the "VILLAGE") and the Bensenville Library District (hereinafter referred to as the "LIBRARY DISTRICT") are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act," 5 ILCS 220/1 *et seq.*, and operate pursuant to Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, pursuant to the provisions of the Illinois Constitution and State statute, the VILLAGE and the LIBRARY DISTRICT desire to enter into an Intergovernmental Agreement for purposes of providing certain funds and in kind services for the benefit of the Bensenville community, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A;" and

WHEREAS, the Intergovernmental Agreement contains the terms and conditions by which the VILLAGE will provide to the LIBRARY DISTRICT certain funds and in kind services for the benefit of the entire Bensenville community; and

WHEREAS, the Village Board of the VILLAGE deems it necessary and desirable for the residents of the VILLAGE to enter into the Intergovernmental Agreement with the LIBRARY DISTRICT for the reasons set forth with more particularity therein.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the VILLAGE, DuPage and Cook Counties, Illinois, that the Village President be, and the same is, hereby authorized and directed to execute on behalf of the VILLAGE, and the Village Clerk to attest thereto, an Intergovernmental Agreement between the VILLAGE and the LIBRARY DISTRICT, entitled, *An Intergovernmental Agreement between the Village of Bensenville and the Bensenville Library District for the Provision of Certain Funds and In Kind Services*, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A").

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 22<sup>nd</sup> day of June, 2010.

APPROVED:

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

ATTEST:

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

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

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

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

**AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF BENSENVILLE  
AND THE  
BENSENVILLE LIBRARY DISTRICT  
FOR THE PROVISION  
OF CERTAIN FUNDS AND IN KIND SERVICES**

THIS AGREEMENT is entered into this 22nd day of June, 2010, by and between the Village of Bensenville (the "Village") and Bensenville Community Public Library District (the "Library District") (collectively the "Parties").

**WITNESSETH:**

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

WHEREAS, the Library District is a duly organized and existing body politic and corporate governed by the provisions of the Public Library District Act of 1991 (75 ILCS 16/1-1, *et seq.*); and

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

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

WHEREAS, pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Parties may contract with each other to perform any governmental service, activity or

undertaking which either is authorized by law to perform, and may jointly exercise and enjoy any of their power or powers, privileges or authority; and

WHEREAS, the Library District has identified goals and objectives to address and meet the Library District's need to maintain, increase and/or restore library resources and services deemed to be beneficial to and in the best interests of Village residents; and

WHEREAS, the Library District's ability to maintain, increase and/or restore such library resources and services, along with maintaining the current level of services and its property and facilities requires additional revenues not otherwise available or likely to become available to the Library District; and

WHEREAS, the Village deems it to be beneficial, and in the best interests of, to and in the best interests of Village residents to cooperate with and assist the Library District in its effort to maintain, increase and/or restore such library resources, services and/or in kind services assistance for the benefit of the Bensenville community, as a whole; and

WHEREAS, the Library District has identified its need for additional revenues in the amount of \$150,000, in addition to in kind assistance, annually on an annual basis, over and above its current budget, for the purpose of maintaining, increasing and/or restoring library resources, services and/or in-kind services assistance for the benefit of and in the best interests of Village residents; and

WHEREAS, the Village and the Library District have joined together herein for the purpose of maintaining, increasing and/or restoring library resources and services deemed beneficial to and in the best interests of the Bensenville community, as a whole; and

WHEREAS, each of the governing boards of the Village and the Library District have duly authorized entry into this Agreement; and

WHEREAS, the Village has agreed to budget, appropriate and contribute funds to the Library District as identified herein in furtherance and support of the goals and objectives described herein; and

WHEREAS, the purposes and goals of this Agreement are for the benefit of all residents within the Village and the Library District.

NOW, THEREFORE, in consideration of the mutual undertakings herein set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Village and the Library District and each of them agree as follows:

**Section 1. INCORPORATION OF RECITALS**

The foregoing recitals are hereby incorporated into this Agreement by reference as if fully set forth herein.

**Section 2. VILLAGE OBLIGATIONS**

(a) The Village shall pay the Library District \$150,000 for the Library District's fiscal year ending June 30, 2010 in consideration for in-kind community services to be provided by the Library District as hereinafter set forth and a portion of the returned value of the Korthauer House, as legally described on Exhibit "A", attached hereto and made part hereof. This payment shall be paid no later than June 30, 2010. Thereafter, the Village shall pay \$150,000 to the Library District, in two (2) equal installments of Seventy-Five Thousand Dollars (\$75,000.00), in January and June of each year during the term of this Agreement. The Village and the Library District each understand, acknowledge, intend and agree that the Village's ability to fund the payments and other obligations hereunder to the Library District as provided for herein is wholly and solely dependent upon the Village's financial ability to satisfy said obligations and in kind services. In addition to the foregoing payments, the Village shall provide in-kind services as

hereinafter set forth. The Library Executive Director and Village Manager (the "Administrators") shall meet annually to review the Agreement and in-kind services provided and to be provided by the Parties.

(b) The Village will provide certain in-kind services and maintenance to Library District facilities, including snow plowing, landscaping, grass mowing, minor property maintenance repairs and other mutually agreed upon services in a value of \$50,000 or such lesser value as the Library District agrees, at the Library District facility.

(c) Subject to review of financial analysis to be provided by the Library District, the Village shall support a Library Referendum to authorize an increase to the District's Tax Rate, such Rate to be determined by the Library District. The Parties understand that the financial consideration outlined in this Agreement would terminate upon receipt of any monies collected and paid pursuant to a successful referendum.

### **Section 3: LIBRARY DISTRICT OBLIGATIONS**

(a) The Library District shall provide the following programs and courses to Village residents, which obligations shall include, but are not limited to:

- (1) Bi-lingual language education; and
- (2) Computer skills programs; and
- (3) College preparatory and entrance assistance; and
- (4) Tutoring to high school and elementary students; and
- (5) Financial aid counseling; and
- (6) Local Historical research services; and
- (7) Such other reasonable services as requested by the Village and approved by the Library District Board of Trustees, which approval shall not be unreasonably withheld.

(b) The Library District shall re-convey certain property commonly known as "Korthauer House" to the Village.

**Section 4. TERM**

This Agreement shall remain in full force and effect for a period of ten (10) years until June 30, 2020. The Agreement is subject to review every two (2) years, in June, by the Administrators of both the Village and the Library District. Said review shall consist of a determination and finding that the intent and purposes of this Agreement are being furthered and that it remains in the best interests of each entity to continue to honor the duties and responsibilities set forth in this Agreement. If after such review by the Parties' respective Administrators, the governing board of either Party shall determine, in good faith, that the continuation of the Agreement is no longer in the best interest of either entity, the Agreement may be terminated upon one (1) year's notice to the other Party. Each Party shall be required to continue to discharge their duties and responsibilities from the date of notice of termination to the date of termination.

**Section 5. EFFECTIVE DATE**

This Agreement shall become effective upon its execution by both the Village and the Library District, as so indicated below.

**Section 6. MUTUAL ASSISTANCE**

The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the intent of the Parties as reflected by the terms of this Agreement, including, without limitation, the giving of such notices, the holding of such hearings, the enactment by the Parties of such resolutions and ordinances, the execution of such permits, applications and

agreements and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement and the intentions of the Parties as reflected by the terms of this Agreement.

### **Section 7. NOTICES**

All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. The Village at:

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

with a copy to:

BOND, DICKSON & ASSOCIATES, P.C.  
Attn: Patrick K. Bond, Village Attorney  
400 S. Knoll St. Unit C  
Wheaton, IL 60187

B. The Library District at:

Bensenville Community Public Library District  
Attn: Jill Rodriguez, Director  
200 S. Church Road  
Bensenville, IL 60106  
with a copy to:

SPIROFF AND GOSSELAR, LTD.  
ATTN: Harlan Spiroff, Library Attorney  
610 W. Roosevelt Road  
Wheaton, IL 60187

### **Section 8. INTEGRATION**

This Agreement represents the entire understanding between the Parties and may be modified only by a written document signed by both Parties.

**Section 9. ASSIGNMENT**

Neither Party may assign its rights and privileges or its duties and obligations under this Agreement without the written consent of the other Party. This Agreement shall inure to the benefit of each Party and their respective successors and assigns.

**Section 10. GOVERNING LAW**

Interpretation of this Agreement shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this Agreement shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.

**Section 11. AMENDMENT**

This Agreement may be amended only by written instrument properly authorized and executed by both Parties.

**Section 12. NO THIRD-PARTY BENEFICIARIES**

The Parties agree that no third-Party shall have any rights or benefits under this Agreement.

**Section 13. PARAGRAPH HEADINGS**

The paragraph headings and references are for the convenience of the Parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

**Section 14. COUNTERPARTS**

This Agreement may be executed in multiple, identical counterparts and all said counterparts shall, taken together, constitute this integrated agreement.

## **Section 15. ENTIRE AGREEMENT**

This Agreement incorporates the full and complete understanding of the Parties to the exclusion of any terms or provisions not expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

VILLAGE OF BENSENVILLE

By: \_\_\_\_\_  
Frank Soto, Village President

ATTEST:

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JoEllen Ridder  
Village Clerk

BENSENVILLE LIBRARY DISTRICT

By: \_\_\_\_\_  
Al Herff, President

ATTEST:

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Nancy Gonzalez  
Secretary

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EXHIBIT A

KORTHAUER HOUSE  
LEGAL DESCRIPTION

LOTS 6, 7 AND 8 AND THE WEST 17 FEET OF THE 100 FOOT RIGHT OF WAY OF VACATED PARK STREET, LYING EAST OF AND ADJOINING SAID LOT 8, IN BLOCK 3 OF WILLIAM L. KORTHAUER'S ADDITION TO BENSENVILLE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 3, 1893 AS DOCUMENT 50837 IN DUPAGE COUNTY, ILLINOIS.

Commonly Known As: 514 East Pine, Bensenville, Illinois 60106

Permanent Index Number: 03-13-326-008

**AN INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN THE VILLAGE OF BENSENVILLE**  
**AND THE**  
**BENSENVILLE LIBRARY DISTRICT**  
**FOR THE PROVISION**  
**OF CERTAIN FUNDS AND IN KIND SERVICES**

THIS AGREEMENT is entered into this 8<sup>th</sup> day of June, 2010, by and between the Village of Bensenville (the "Village") and Bensenville Community Public Library District (the "Library District") (collectively the "Parties").

WITNESSETH:

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

WHEREAS, the Library District is a duly organized and existing body politic and corporate governed by the provisions of the Public Library District Act of 1991 (75 ILCS 16/1-1, *et seq.*); and

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

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

WHEREAS, pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Parties may contract with each other to perform any governmental service, activity or

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INTERGOVERNMENTAL  
AGREEMENT (the "First  
Amendment") is entered into this  
day of May, 2010  
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**Deleted:** \_\_\_\_\_  
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the Village and the Library District  
entered into an agreement entitled  
*Intergovernmental Agreement* (the  
"Agreement"); and

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undertaking which either is authorized by law to perform, and may jointly exercise and enjoy any of their power or powers, privileges or authority; and

WHEREAS, the Library District has identified goals and objectives to address and meet the Library District's need to maintain, increase and/or restore library resources and services deemed to be beneficial to and in the best interests of Village residents; and

WHEREAS, the Library District's ability to maintain, increase and/or restore such library resources and services, along with maintaining the current level of services and its property and facilities requires additional revenues not otherwise available or likely to become available to the Library District; and

WHEREAS, the Village deems it to be beneficial, and in the best interests of, to and in the best interests of Village residents to cooperate with and assist the Library District in its effort to maintain, increase and/or restore such library resources, services and/or in kind services assistance for the benefit of the Bensenville community, as a whole; and

WHEREAS, the Library District has identified its need for additional revenues in the amount of \$150,000, in addition to in kind assistance, annually on an annual basis, over and above its current budget, for the purpose of maintaining, increasing and/or restoring library resources, services and/or in-kind services assistance for the benefit of and in the best interests of Village residents; and

WHEREAS, the Village and the Library District have joined together herein for the purpose of maintaining, increasing and/or restoring library resources and services deemed beneficial to and in the best interests of the Bensenville community, as a whole; and

WHEREAS, each of the governing boards of the Village and the Library District have duly authorized entry into this Agreement; and

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WHEREAS, the Village has agreed to budget, appropriate and contribute funds to the Library District as identified herein in furtherance and support of the goals and objectives described herein; and

WHEREAS, the purposes and goals of this Agreement are for the benefit of all residents within the Village and the Library District.

NOW, THEREFORE, in consideration of the mutual undertakings herein set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Village and the Library District and each of them agree as follows:

#### **Section 1. INCORPORATION OF RECITALS**

The foregoing recitals are hereby incorporated into this Agreement by reference as if fully set forth herein.

#### **Section 2. VILLAGE OBLIGATIONS**

(a) The Village shall pay the Library District \$150,000 for the Library District's fiscal year ending June 30, 2010 in consideration for in-kind community services to be provided by the Library District as hereinafter set forth and a portion of the returned value of the Korthauer House, as legally described on Exhibit "A", attached hereto and made part hereof. This payment shall be paid no later than June 30, 2010. Thereafter, the Village shall pay \$150,000 to the Library District, in two (2) equal installments of Seventy-Five Thousand Dollars (\$75,000.00), in January and June of each year during the term of this Agreement. The Village and the Library District each understand, acknowledge, intend and agree that the Village's ability to fund the payments and other obligations hereunder to the Library District as provided for herein is wholly and solely dependent upon the Village's financial ability to satisfy said obligations and in kind services. In addition to the foregoing payments, the Village shall provide in-kind services as

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**Deleted:** The Village and the Library District each understand, acknowledge, intend and agree that the Village's ability to fund the payments and other obligations hereunder to the Library District as provided for herein is wholly and solely dependent upon the Village's financial ability to satisfy said obligations and in-kind services.

hereinafter set forth. The Library Executive Director and Village Manager (the "Administrators") shall meet annually to review the Agreement and in-kind services provided and to be provided by the Parties.

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(b) The Village will provide certain in-kind services and maintenance to Library District facilities, including snow plowing, landscaping, grass mowing, minor property maintenance repairs and other mutually agreed upon services in a value of \$50,000 or such lesser value as the Library District agrees, at the Library District facility.

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(c) Subject to review of financial analysis to be provided by the Library District, the Village shall support a Library Referendum to authorize an increase to the District's Tax Rate, such Rate to be determined by the Library District. The Parties understand that the financial consideration outlined in this Agreement would terminate upon receipt of any monies collected and paid pursuant to a successful referendum.

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### **Section 3: LIBRARY DISTRICT OBLIGATIONS.**

(a) The Library District shall provide the following programs and courses to Village residents, which obligations shall include, but are not limited to:

- (1) Bi-lingual language education; and
- (2) Computer skills programs; and
- (3) College preparatory and entrance assistance; and
- (4) Tutoring to high school and elementary students; and
- (5) Financial aid counseling; and
- (6) Local Historical research services; and
- (7) Such other reasonable services as requested by the Village and approved by the Library District Board of Trustees, which approval shall not be unreasonably withheld.

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(b) The Library District shall re-convey certain property commonly known as "Korthauer

House" to the Village.

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#### **Section 4. TERM**

This Agreement shall remain in full force and effect for a period of ten (10) years until June 30, 2020. The Agreement is subject to review every two (2) years, in June, by the Administrators of both the Village and the Library District. Said review shall consist of a determination and finding that the intent and purposes of this Agreement are being furthered and that it remains in the best interests of each entity to continue to honor the duties and responsibilities set forth in this Agreement. If after such review by the Parties' respective Administrators, the governing board of either Party shall determine, in good faith, that the continuation of the Agreement is no longer in the best interest of either entity, the Agreement may be terminated upon one (1) year's notice to the other Party. Each Party shall be required to continue to discharge their duties and responsibilities from the date of notice of termination to the date of termination.

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#### **Section 5. EFFECTIVE DATE**

This Agreement shall become effective upon its execution by both the Village and the Library District, as so indicated below.

#### **Section 6. MUTUAL ASSISTANCE**

The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the intent of the Parties as reflected by the terms of this Agreement, including, without limitation, the giving of such notices, the holding of such hearings, the enactment by the Parties of such resolutions and ordinances, the execution of such permits, applications and agreements and the taking of such other actions as may be necessary to enable the Parties'

compliance with the terms and provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement and the intentions of the Parties as reflected by the terms of this Agreement.

#### Section 7. NOTICES

All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. The Village at:

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

with a copy to:

BOND, DICKSON & ASSOCIATES, P.C.  
Attn: Patrick K. Bond, Village Attorney  
400 S. Knoll St. Unit C  
Wheaton, IL 60187

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B. The Library District at:

Bensenville Community Public Library District  
Attn: Jill Rodriguez, Director  
200 S. Church Road  
Bensenville, IL 60106  
with a copy to:

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SPIROFF AND GOSSELAR, LTD.  
ATTN: Harlan Spiroff, Library Attorney  
610 W. Roosevelt Road  
Wheaton, IL 60187

#### Section 8. INTEGRATION

This Agreement represents the entire understanding between the Parties and may be modified only by a written document signed by both Parties.

#### Section 9. ASSIGNMENT

Neither Party may assign its rights and privileges or its duties and obligations under this Agreement without the written consent of the other Party. This Agreement shall inure to the benefit of each Party and their respective successors and assigns.

#### **Section 10. GOVERNING LAW**

Interpretation of this Agreement shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this Agreement shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.

#### **Section 11. AMENDMENT**

This Agreement may be amended only by written instrument properly authorized and executed by both Parties.

#### **Section 12. NO THIRD-PARTY BENEFICIARIES**

The Parties agree that no third-Party shall have any rights or benefits under this Agreement.

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#### **Section 13. PARAGRAPH HEADINGS**

The paragraph headings and references are for the convenience of the Parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

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#### **Section 14. COUNTERPARTS**

This Agreement may be executed in multiple, identical counterparts and all said counterparts shall, taken together, constitute this integrated agreement.

#### **Section 15. ENTIRE AGREEMENT**

This Agreement incorporates the full and complete understanding of the Parties to the  
exclusion of any terms or provisions not expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals this \_\_\_\_\_ day  
of \_\_\_\_\_, 2010.

VILLAGE OF BENSENVILLE

By:

Frank Soto, Village President

ATTEST:

JoEllen Ridder,  
Village Clerk

BENSENVILLE LIBRARY DISTRICT

By:

Alan

By:

Al Herff  
, President

ATTEST:

Nancy Gonzalez  
Secretary

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**EXHIBIT A**

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**KORTHAUER HOUSE**  
**LEGAL DESCRIPTION**

**LOTS 6, 7 AND 8 AND THE WEST 17 FEET OF THE 100 FOOT RIGHT OF WAY OF  
VACATED PARK STREET, LYING EAST OF AND ADJOINING SAID LOT 8, IN  
BLOCK 3 OF WILLIAM L. KORTHAUER'S ADDITION TO BENSENVILLE, BEING  
A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 13,  
TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 3, 1893 AS  
DOCUMENT 50837 IN DUPAGE COUNTY, ILLINOIS.**

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**Commonly Known As : 514 East Pine, Bensenville, Illinois 60106**

**Permanent Index Number: 03-13-326-008**

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## VILLAGE OF BENSENVILLE

TYPE: Resolutions      SUBMITTED BY: Denise Pieroni      DATE: June 17, 2010

**DESCRIPTION:** Approving a resolution authorizing the advancement of CIP funds to and "Intent to Reimburse" resolutions for each of the seven proposed Special Service Areas and the proposed North Industrial Park Tax Increment Financing District (TIF).

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input checked="" type="checkbox"/>	Financially Sound Village
<input checked="" type="checkbox"/>	Quality Customer Oriented Services
<input checked="" type="checkbox"/>	Safe and Beautiful Village

<input type="checkbox"/>	Enrich the lives of Residents
<input checked="" type="checkbox"/>	Major Business/Corporate Center
<input checked="" type="checkbox"/>	Vibrant Major Corridors

**COMMITTEE ACTION:** N/A

**DATE:** N/A

**BACKGROUND:** The Village Board has authorized the consideration of seven (7) Special Service Areas and a TIF District for the primary purpose of funding capital projects within the North Industrial Park area. The Village has commenced incurring costs related to these proposed special service areas and the TIF. We are in the process of establishing separate funds for each of these projects to which these costs will be charged. To cover the costs that will be incurred to set up these special service areas and TIF district, Board consideration of official "Advances" to each is requested. The first resolution presented for consideration, if approved, will serve to authorize these advances.

In order to ensure our ability to reimburse the Village the amounts advanced to these funds from future bond proceeds, the Board also needs to formally approve resolutions stating their intent to be reimbursed. Through the passage of these resolutions, the Board will be safeguarding their ability to pay for these costs from future bond proceeds through a reimbursement process. Per the advice of Counsel Tom Bayer, each resolution identifies our current estimate of the maximum amount for which debt would be issued.

**KEY ISSUES:** In moving forward with these special service areas and TIF District, the Village will be incurring certain costs which will need to be advanced from other funds. The actions proposed identify the amounts to be advanced and secures the Village's ability to repay these amounts through future bond proceeds.

**ALTERNATIVES:**

- Absorb these costs in other funds
- Committee discretion

**RECOMMENDATION:** Approve advances from the CIP Fund to these Project Specific CIP Funds to be established for each of the respective Special Service Areas (SSA) and TIF District in the amounts established in the resolution. Additionally approve "intent" resolutions for each of the SSA areas and the TIF so that these dollars can be reimbursed to the Village from bond proceeds.

**BUDGET IMPACT:** The CIP Fund will be advancing \$105,000 to the SSA areas Funds and \$150,000 to the TIF District Fund. To the extent that these SSA areas and/or TIF District would not be established, these advances may never be reimbursed.

**ACTION REQUIRED:** Board approval of the one resolution providing for "advances" from the CIP Fund and the eight (8) resolutions stating the Village's intent to reimburse costs incurred in conjunction with these SSA areas and TIF district from future bond proceeds.

**A RESOLUTION APPROVING ESTABLISHMENT OF  
SPECIAL PURPOSE CIP FUNDS AND  
AUTHORIZING ADVANCES TO SAID FUNDS**

**(North Industrial Park Special Service Areas #3-9 & District Tax Increment Financing District #13)**

**WHEREAS**, the Village of Bensenville (the "Village") intends to proceed with the creation of a tax increment financing district to be known as the North Industrial District Tax Increment Financing District #13 (TIF #13) and seven (7) Special Service Areas (SSA #3 – 9) to fund certain projects within the North Industrial Park area and, in the case of the TIF, projects provided for in the development plan within the boundaries of the District; and

**WHEREAS**, the Village has and will continue to incur certain costs necessary to move forward with the creation of these areas and district and planning and design of certain projects to be undertaken within these respective areas/district; and

**WHEREAS**, the Village reasonably expects to be reimbursed for the costs being covered through these advances from debt proceeds or other revenues generated by the respective special service area or the TIF District; and

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

**SECTION 1:** That the recitals set forth above are hereby incorporated herein by reference and made a part hereof.

**SECTION 2:** That the funds identified on Exhibit I, attached hereto and made a part hereof, are hereby authorized to be established and that the advances from the CIP Fund to each of the SSA Funds and TIF #13 Fund reflected on said Exhibit I are hereby approved.

**SECTION 3:** That the Village reasonably expects that each of the SSA Funds and TIF #13 will reimburse the CIP Fund for said advances.

**SECTION 4:** That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

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

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

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

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

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

---

Frank Soto  
Village President

ATTEST:

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JoEllen Ridder  
Village Clerk

Exhibit I

**Summary of Funds and  
Respective Advances**

		<b>ADVANCE</b>
<b>FUND</b>	<b>FUND #</b>	<b>FROM CIP #310</b>
SSA 3	332	\$ 10,000
SSA 4	334	\$ 17,500
SSA 5	335	\$ 5,000
SSA 6	336	\$ 17,500
SSA 7	337	\$ 15,000
SSA 8	338	\$ 10,000
SSA 9	339	\$ 30,000
TIF	379	\$ 150,000
 Total:		\$ 255,000

**A RESOLUTION DECLARING  
THE VILLAGE'S OFFICIAL INTENT  
TO REIMBURSE EXPENDITURES  
(Special Service Area Number 3)**

**WHEREAS**, the Village of Bensenville (the "Village") intends to proceed with the construction of certain public utility, roadway and drainage improvements within the North Industrial District pursuant to a special service area to be known as Special Service Area Number 3 (the "Project"); and

**WHEREAS**, the Village reasonably expects to reimburse certain costs of the Project with proceeds of debt obligations to be incurred by the Village in an amount not to exceed \$668,000; and

**WHEREAS**, the Village, acting on its own behalf, expects to issue debt obligations for the Project and to use the proceeds to reimburse or pay costs of the Project;

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

**SECTION 1:** That the recitals set forth above are hereby incorporated herein by reference and made a part hereof.

**SECTION 2:** That the Village declares its official intent to acquire, construct or rehabilitate the Project with proceeds of debt obligations incurred by the Village in an amount not to exceed \$668,000 for the purpose of paying or reimbursing costs of the Project; and to issue debt obligations in relation thereto.

**SECTION 3:** That the Village reasonably expects to reimburse itself from the proceeds of said debt obligations issued by or on behalf of the Village for costs of the Project paid prior to the issuance of said debt obligations.

**SECTION 4:** That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

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

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

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

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

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

---

Frank Soto  
Village President

ATTEST:

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JoEllen Ridder  
Village Clerk

**A RESOLUTION DECLARING  
THE VILLAGE'S OFFICIAL INTENT  
TO REIMBURSE EXPENDITURES  
(Special Service Area Number 4)**

**WHEREAS**, the Village of Bensenville (the "Village") intends to proceed with the construction of certain public utility, roadway and drainage improvements within the North Industrial District pursuant to a special service area to be known as Special Service Area Number 4 (the "Project"); and

**WHEREAS**, the Village reasonably expects to reimburse certain costs of the Project with proceeds of debt obligations to be incurred by the Village in an amount not to exceed \$1,970,000; and

**WHEREAS**, the Village, acting on its own behalf, expects to issue debt obligations for the Project and to use the proceeds to reimburse or pay costs of the Project;

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

**SECTION 1:** That the recitals set forth above are hereby incorporated herein by reference and made a part hereof.

**SECTION 2:** That the Village declares its official intent to acquire, construct or rehabilitate the Project with proceeds of debt obligations incurred by the Village in an amount not to exceed \$1,970,000 for the purpose of paying or reimbursing costs of the Project; and to issue debt obligations in relation thereto.

**SECTION 3:** That the Village reasonably expects to reimburse itself from the proceeds of said debt obligations issued by or on behalf of the Village for costs of the Project paid prior to the issuance of said debt obligations.

**SECTION 4:** That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

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

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

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

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

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

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Frank Soto  
Village President

ATTEST:

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JoEllen Ridder  
Village Clerk

**A RESOLUTION DECLARING  
THE VILLAGE'S OFFICIAL INTENT  
TO REIMBURSE EXPENDITURES  
(Special Service Area Number 5)**

**WHEREAS**, the Village of Bensenville (the "Village") intends to proceed with the construction of certain public utility, roadway and drainage improvements within the North Industrial District pursuant to a special service area to be known as Special Service Area Number 5 (the "Project"); and

**WHEREAS**, the Village reasonably expects to reimburse certain costs of the Project with proceeds of debt obligations to be incurred by the Village in an amount not to exceed \$168,000; and

**WHEREAS**, the Village, acting on its own behalf, expects to issue debt obligations for the Project and to use the proceeds to reimburse or pay costs of the Project;

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

**SECTION 1:** That the recitals set forth above are hereby incorporated herein by reference and made a part hereof.

**SECTION 2:** That the Village declares its official intent to acquire, construct or rehabilitate the Project with proceeds of debt obligations incurred by the Village in an amount not to exceed \$168,000 for the purpose of paying or reimbursing costs of the Project; and to issue debt obligations in relation thereto.

**SECTION 3:** That the Village reasonably expects to reimburse itself from the proceeds of said debt obligations issued by or on behalf of the Village for costs of the Project paid prior to the issuance of said debt obligations.

**SECTION 4:** That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

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

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

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

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

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

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Frank Soto  
Village President

ATTEST:

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JoEllen Ridder  
Village Clerk

**A RESOLUTION DECLARING  
THE VILLAGE'S OFFICIAL INTENT  
TO REIMBURSE EXPENDITURES  
(Special Service Area Number 6)**

**WHEREAS**, the Village of Bensenville (the "Village") intends to proceed with the construction of certain public utility, roadway and drainage improvements within the North Industrial District pursuant to a special service area to be known as Special Service Area Number 6 (the "Project"); and

**WHEREAS**, the Village reasonably expects to reimburse certain costs of the Project with proceeds of debt obligations to be incurred by the Village in an amount not to exceed \$1,629,000; and

**WHEREAS**, the Village, acting on its own behalf, expects to issue debt obligations for the Project and to use the proceeds to reimburse or pay costs of the Project;

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

**SECTION 1:** That the recitals set forth above are hereby incorporated herein by reference and made a part hereof.

**SECTION 2:** That the Village declares its official intent to acquire, construct or rehabilitate the Project with proceeds of debt obligations incurred by the Village in an amount not to exceed \$1,629,000 for the purpose of paying or reimbursing costs of the Project; and to issue debt obligations in relation thereto.

**SECTION 3:** That the Village reasonably expects to reimburse itself from the proceeds of said debt obligations issued by or on behalf of the Village for costs of the Project paid prior to the issuance of said debt obligations.

**SECTION 4:** That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

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

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

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

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

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

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Frank Soto  
Village President

ATTEST:

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JoEllen Ridder  
Village Clerk

**A RESOLUTION DECLARING  
THE VILLAGE'S OFFICIAL INTENT  
TO REIMBURSE EXPENDITURES  
(Special Service Area Number 7)**

**WHEREAS**, the Village of Bensenville (the "Village") intends to proceed with the construction of certain public utility, roadway and drainage improvements within the North Industrial District pursuant to a special service area to be known as Special Service Area Number 7 (the "Project"); and

**WHEREAS**, the Village reasonably expects to reimburse certain costs of the Project with proceeds of debt obligations to be incurred by the Village in an amount not to exceed \$942,000; and

**WHEREAS**, the Village, acting on its own behalf, expects to issue debt obligations for the Project and to use the proceeds to reimburse or pay costs of the Project;

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

**SECTION 1:** That the recitals set forth above are hereby incorporated herein by reference and made a part hereof.

**SECTION 2:** That the Village declares its official intent to acquire, construct or rehabilitate the Project with proceeds of debt obligations incurred by the Village in an amount not to exceed \$942,000 for the purpose of paying or reimbursing costs of the Project; and to issue debt obligations in relation thereto.

**SECTION 3:** That the Village reasonably expects to reimburse itself from the proceeds of said debt obligations issued by or on behalf of the Village for costs of the Project paid prior to the issuance of said debt obligations.

**SECTION 4:** That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

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

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

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

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

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

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Frank Soto  
Village President

ATTEST:

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JoEllen Ridder  
Village Clerk

**A RESOLUTION DECLARING  
THE VILLAGE'S OFFICIAL INTENT  
TO REIMBURSE EXPENDITURES  
(Special Service Area Number 8)**

**WHEREAS**, the Village of Bensenville (the "Village") intends to proceed with the construction of certain public utility, roadway and drainage improvements within the North Industrial District pursuant to a special service area to be known as Special Service Area Number 8 (the "Project"); and

**WHEREAS**, the Village reasonably expects to reimburse certain costs of the Project with proceeds of debt obligations to be incurred by the Village in an amount not to exceed \$438,000; and

**WHEREAS**, the Village, acting on its own behalf, expects to issue debt obligations for the Project and to use the proceeds to reimburse or pay costs of the Project;

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

**SECTION 1:** That the recitals set forth above are hereby incorporated herein by reference and made a part hereof.

**SECTION 2:** That the Village declares its official intent to acquire, construct or rehabilitate the Project with proceeds of debt obligations incurred by the Village in an amount not to exceed \$438,000 for the purpose of paying or reimbursing costs of the Project; and to issue debt obligations in relation thereto.

**SECTION 3:** That the Village reasonably expects to reimburse itself from the proceeds of said debt obligations issued by or on behalf of the Village for costs of the Project paid prior to the issuance of said debt obligations.

**SECTION 4:** That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

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

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

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

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

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

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Frank Soto  
Village President

ATTEST:

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JoEllen Ridder  
Village Clerk

**A RESOLUTION DECLARING  
THE VILLAGE'S OFFICIAL INTENT  
TO REIMBURSE EXPENDITURES  
(Special Service Area Number 9)**

**WHEREAS**, the Village of Bensenville (the "Village") intends to proceed with the construction of certain public utility, roadway and drainage improvements within the North Industrial District pursuant to a special service area to be known as Special Service Area Number 9 (the "Project"); and

**WHEREAS**, the Village reasonably expects to reimburse certain costs of the Project with proceeds of debt obligations to be incurred by the Village in an amount not to exceed \$3,799,000; and

**WHEREAS**, the Village, acting on its own behalf, expects to issue debt obligations for the Project and to use the proceeds to reimburse or pay costs of the Project;

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

**SECTION 1:** That the recitals set forth above are hereby incorporated herein by reference and made a part hereof.

**SECTION 2:** That the Village declares its official intent to acquire, construct or rehabilitate the Project with proceeds of debt obligations incurred by the Village in an amount not to exceed \$3,799,000 for the purpose of paying or reimbursing costs of the Project; and to issue debt obligations in relation thereto.

**SECTION 3:** That the Village reasonably expects to reimburse itself from the proceeds of said debt obligations issued by or on behalf of the Village for costs of the Project paid prior to the issuance of said debt obligations.

**SECTION 4:** That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

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

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

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

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

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

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Frank Soto  
Village President

ATTEST:

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JoEllen Ridder  
Village Clerk

**A RESOLUTION DECLARING  
THE VILLAGE'S OFFICIAL INTENT  
TO REIMBURSE EXPENDITURES**

**(North Industrial District Tax Increment Financing District #13)**

**WHEREAS**, the Village of Bensenville (the "Village") intends to proceed with the creation of a tax increment financing district to be known as the North Industrial District Tax Increment Financing District (the "Project"); and

**WHEREAS**, the Village reasonably expects to reimburse certain costs of the Project with proceeds of debt obligations to be incurred by the Village in an amount not to exceed \$39,000,000; and

**WHEREAS**, the Village, acting on its own behalf, expects to issue debt obligations for the Project and to use the proceeds to reimburse or pay costs of the Project;

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

**SECTION 1:** That the recitals set forth above are hereby incorporated herein by reference and made a part hereof.

**SECTION 2:** That the Village declares its official intent to acquire, construct or rehabilitate the Project with proceeds of debt obligations incurred by the Village in an amount not to exceed \$39,000,000 for the purpose of paying or reimbursing costs of the Project; and to issue debt obligations in relation thereto.

**SECTION 3:** That the Village reasonably expects to reimburse itself from the proceeds of said debt obligations issued by or on behalf of the Village for costs of the Project paid prior to the issuance of said debt obligations.

**SECTION 4:** That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

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

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

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

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

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

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Frank Soto  
Village President

ATTEST:

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JoEllen Ridder  
Village Clerk