



# VILLAGE OF BENSENVILLE

Village Board  
President  
Frank Soto

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

Village Manager  
Michael Cassady

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

**6:30 P.M. Tuesday, February 22, 2011**

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  
January 25, 2011 – Board of Trustees  
January 25, 2011 – Emergency Board of Trustees  
February 8, 2011 – Board of Trustees
- VI. WARRANT – February 22, 2011 11/04 \$961,530.66

### **PUBLIC HEARING TO HEAR PUBLIC COMMENT IN REGARD TO THE VILLAGE STAFF'S ANALYSIS OF, AND RECOMMENDATION RELATIVE TO, THE OBJECTION PETITION FILED IN REGARD TO PROPOSED BENSENVILLE SPECIAL SERVICE AREA #9**

- A. Call Hearing to Order
- B. Procedural History in Regard to the Objection Petition Relative to Proposed Bensenville Special Service Area #9, and the Purpose of the Hearing (Tom Bayer)
- C. Comments from Anyone Impacted by Proposed Special Service Area #9 Relative to the Village Staff's Analysis of and/or Recommendation in Regard to the Objection Petition
- D. Motion to Close the Public Hearing

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

1. *Resolution Providing for the Adoption of the DuPage County Natural Hazards Mitigation Plan*
2. *Resolution Authorizing the Execution of a Purchase Order and Contract for Engineering Design Services for Sidewalk Improvements on Jefferson Street to Bollinger, Lach and Associates*
3. *Ordinance Granting the Rezoning of Property Located at 654 E. Jefferson Street, Bensenville, Illinois From RS-1 Low Density Single Family to RS-5 High Density Single Family*
4. *Resolution Authorizing Membership in the Intergovernmental Personnel Benefit Cooperative (IPBC) Through the Northern Illinois Health Insurance Initiative (NIHII) Sub-Pool of the IPBC*

**VIII. REPORTS OF STANDING COMMITTEES**

A. Community and Economic Development Committee

1. *Motion to Approve Ordinance Establishing Village of Bensenville Special Service Area Number 9 (To be Tabled to the March 8, 2011 Village Board Meeting)*

B. Infrastructure and Environment Committee – No Report

C. Administration, Finance and Legislation Committee

1. *Resolution Authorizing the Execution of an Agreement and Purchase Order with The Chamber of Commerce for Liberty Fest 2011*
2. *Resolution Authorizing the Execution of an Agreement and Purchase Order with Melrose Pyrotechnics, Inc. for Liberty Fest 2011*
3. *Resolution Authorizing the Execution of a Purchase Order with Entertainment Management Group for Liberty Fest 2011*
4. *Resolution Authorizing the Execution of an Agreement and Purchase Order with American Mobile Staging, Inc. for Liberty Fest 2011*
5. *Resolution Authorizing the Execution of Purchase Order with Entertainment Management Group for the Music in the Park Series*
6. *Resolution Authorizing the Execution of an Agreement and Purchase Order with American Mobile Staging, Inc. for the Music in the Park Series*
7. *Resolution Authorizing the Execution of an Agreement and Purchase Order with Diversified Audio Group, Inc. for the Music in the Park Series*

D. Public Safety Committee – No Report

## IX. INFORMATION ITEMS

### A. PRESIDENT'S REMARKS

*Proclamation of Appreciation*

### B. VILLAGE MANAGER'S REPORT

### C. VILLAGE ATTORNEY'S REPORT

## X. UNFINISHED BUSINESS

## XI. NEW BUSINESS

## XII. EXECUTIVE SESSION

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

## XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

## XIV. ADJOURNMENT

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

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

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

January 25, 2011

**CALL TO ORDER:** 1. President Soto called the meeting to order at 6:10 p.m.

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

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

A quorum was present.

**PUBLIC HEARING:** 3. President Soto called the public hearing for the proposed North Industrial District TIF District to order at 6:12 p.m.

President Soto read an opening statement relative to the procedures (actions taken prior to the Public Hearing) of the proposed North Industrial District TIF District.

Geoff Dickenson of S.B. Friedman and Company gave an overview of the proposed North Industrial District TIF District and the Redevelopment Plan and Project.

Joint Review Board Chairman, Michael Cassady, gave results and recommendations from the Joint Review Board.

President Soto asked if there was any members of the audience that had any questions or comments.

Concerned Property Owners in the referenced area asked questions and made comments about the proposed improvements and the project.

President Soto asked if there was any discussion from the Village Board.

Trustee Wesseler stated his gratitude to see all the Taxing Bodies work together to better Bensenville.

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Trustee Johnson made a motion to adjourn the public hearing.  
Trustee O'Connell seconded the motion.

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

President Soto adjourned the public hearing at 7:05 p.m.

**PUBLIC COMMENT:** Wendy Rebmann – 19 S. Center Street  
Ms. Rebmann addressed the Village Board with her concerns with the proposed contract for inspectional services with T.P.I. Consultants, Inc.

**APPROVAL OF MINUTES:** 4. The minutes of the January 11, 2011 Village Board Meeting and the January 18, 2011 Special Village Board Meeting minutes were presented.

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

All were in favor.

Motion carried.

**WARRANT NO. 11/02:** 5. President Soto presented Warrant No. 11/02 in the amount of \$1,117, 390.53.

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

Discussion was held in regards to Trustees being reimbursed for various membership dues. Further discussion in this matter will be discussed at a future Committee Meeting.

**ROLL CALL:** AYES: Adamowski, Bartlett, Johnson, O'Connell, Peconio  
  
NAYS: Wesseler  
  
Motion carried.

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Motion: 6. Trustee Johnson made a motion to set the Consent Agenda as presented. Trustee Wesseler seconded the motion.

All were in favor.

Motion carried.

**Resolution No.**  
**R-4-2011:**

**A Resolution Approving an Intergovernmental Agreement for the DuPage County Interoperable Emergency Dispatch Radio System between the County of DuPage and the Village of Bensenville. (Consent Agenda)**

**Ordinance No.**  
**2-2011:**

**An Ordinance Abating the Tax Heretofore Levied for the Year 2010 to Pay Debt Service on \$3,000,000 Series 1998 General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois. (Consent Agenda)**

**Ordinance No.**  
**3-2011:**

**An Ordinance Abating the Tax Heretofore Levied for the Year 2010 to Pay Debt Service on \$2,925,000 Series 1998A General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois. (Consent Agenda)**

**Ordinance No.**  
**4-2011:**

**An Ordinance Abating the Tax Heretofore Levied for the Year 2010 to Pay Debt Service on \$1,000,000 Series 2001A General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois. (Consent Agenda)**

**Ordinance No.**  
**5-2011:**

**An Ordinance Abating the Tax Heretofore Levied for the Year 2010 to Pay Debt Service on \$2,870,000 Series 2001C General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois. (Consent Agenda)**

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**Ordinance No.**

**6-2011:**

**An Ordinance Abating the Tax Heretofore Levied for the Year 2010 to Pay Debt Service on \$1,615,000 Series 2001D General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois. (Consent Agenda)**

**Ordinance No.**

**7-2011:**

**An Ordinance Abating the Tax Heretofore Levied for the Year 2010 to Pay Debt Service on \$1,875,000 Series 2001E General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois. (Consent Agenda)**

**Ordinance No.**

**8-2011:**

**An Ordinance Abating the Tax Heretofore Levied for the Year 2010 to Pay Debt Service on \$3,000,000 Series 2002A General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois. (Consent Agenda)**

**Ordinance No.**

**9-2011:**

**An Ordinance Abating the Tax Heretofore Levied for the Year 2010 to Pay Debt Service on \$1,365,000 Series 2002B General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois. (Consent Agenda)**

**Ordinance No.**

**10-2011:**

**An Ordinance Abating the Tax Heretofore Levied for the Year 2010 to Pay Debt Service on \$1,122,070 Series 2003A General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois. (Consent Agenda)**

**Ordinance No.**

**11-2011:**

**An Ordinance Abating the Tax Heretofore Levied for the Year 2010 to Pay Debt Service on \$2,200,000 Series 2003G General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois. (Consent Agenda)**

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**Ordinance No.**

**12-2011:**

**An Ordinance Abating the Tax Heretofore Levied for the Year 2010 to Pay Debt Service on \$4,000,000 Series 2004D General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois. (Consent Agenda)**

**Ordinance No.**

**13-2011:**

**An Ordinance Abating the Tax Heretofore Levied for the Year 2010 to Pay Debt Service on \$3,500,000 Series 2004E General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois. (Consent Agenda)**

**Resolution No.**

**R-5-2011:**

**A Resolution Approving the Continued Engagement of Baecore Group Inc. for Certain Services Relating to Technology Solutions. (Consent Agenda)**

**Ordinance No.**

**14-2011:**

**An Ordinance Authorizing a Conditional Use Permit for a Drive-Through Facility and parking Variance at 600 North Route 83, Bensenville, Illinois. (Consent Agenda)**

**Ordinance No.**

**15-2011:**

**An Ordinance Approving a Site Plan Submitted to Allow Construction of a New School Facility at 252 Ridgewood Avenue, Bensenville, Illinois. (Consent Agenda)**

**Ordinance No.**

**16-2011:**

**An Ordinance Approving a Site Plan Submitted to Allow Construction of a New School Facility at Memorial Road between York Road and Mason Street, Bensenville, Illinois. (Consent Agenda)**

**Motion:**

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

**ROLL CALL:**

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

NAYS: None

Motion carried.

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**Resolution No.**

**R-6-2011:**

7. President Soto gave the summarization of the action contemplated in **Resolution No. R-6-2011** entitled **A Resolution Authorizing the Execution of a Contract for Building Plan Review and Inspectional Service with TPI Building Code Consultants, Inc.**

Trustee Peconio read a statement into the record regarding his opinion to the proposed agreement.

**Motion:**

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

**ROLL CALL:**

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

NAYS: Peconio

Motion carried.

**Resolution No.**

**R-7-2011:**

8. President Soto gave the summarization of the action contemplated in **Resolution No. R-7-2011** entitled **A Resolution Supporting a New Roesch Ford Dealership Facility in Bensenville and a Sales Tax Sharing Agreement.**

**Motion:**

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

**ROLL CALL:**

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

NAYS: None

All were in favor.

Motion carried.

**PRESIDENTS**

**REMARKS:**

President Soto thanked the various taxing bodies and Village Staff for their support regarding the proposed North Industrial District TIF District.

**MANAGERS**

**REPORT:**

Village Manager, Michael Cassady, had no report.

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**NEW BUSINESS:** Trustee Peconio stated to President Soto and Village Manager, Michael Cassady, that he was concerned they were setting a precedent in regards to staff not responding to questions submitted by Trustees in what he considered a timely matter.

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

Motion: Trustee Wesseler made a motion to 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 8:04 p.m.

President Soto called the meeting back to order at 9:44 p.m.

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

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

A quorum was present.

**Resolution No. R-8-2011:** President Soto gave the summarization of the action contemplated in **Resolution No. R-8-2011** entitled **A Resolution Supporting a Redevelopment Agreement with AMB Property Corporation and Edward Don Company Providing for the Redevelopment of a Portion of the Legends Property and Certain Incentives, Including Sharing of Incremental tax Revenues and Sales Tax and to Authorize the Extension of TIF District No. 4.**

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

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

NAYS: None

All were in favor.

Motion carried.

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

All were in favor.

Motion carried.

President Soto adjourned the meeting at 9:46 p.m.

JoEllen Ridder  
Village Clerk

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

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

**MINUTES OF THE EMERGENCY**  
**VILLAGE BOARD OF TRUSTEES MEETING**  
January 25, 2011

**CALL TO ORDER:** 1. President Soto called the meeting to order at 8:05 p.m.

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

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

A quorum was present.

**Resolution No.**  
**R-9-2011:**

3. President Soto gave the summarization of the action contemplated in **Resolution No. R-9-2011** entitled **A Resolution Authorizing an Application for a Community Development Block Grant for the Disaster Recovery "IKE" Program.**

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

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

NAYS: None

All were in favor.

Motion carried.

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

All were in favor.

Motion carried.

President Soto adjourned the meeting at 8:09 p.m.

JoEllen Ridder  
Village Clerk

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

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

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

February 8, 2011

**CALL TO ORDER:** 1. President Soto called the meeting to order at 6:50 p.m.

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

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

A quorum was present.

*President Soto moved the President's Report to the beginning on the agenda. There was no objection from the Village Board.*

**PRESIDENTS  
REMARKS:**

President Soto spoke regarding the blizzard event that took place on February 1, 2011. President Soto thanked Public Works Staff, Bensenville Police, Village Staff, and the Bensenville Fire Department for the dedication in dealing with the heavy snow fall. President Soto thanked Lindal Trucking for offering diesel fuel. President Soto thanked Tomato's Pizza for opening early to have food available for Residents and Staff. President Soto also thanked Grand Mitsubishi for offering four wheel drive cars to support the Village efforts.

Public Work Director, Joe Caracci, stated that 100% of Bensenville was clear by February 3, 2011. Mr. Caracci also stated that Public Works is currently working on additional snow removal around Bensenville.

**PUBLIC  
COMMENT:**

**Chief Spain – Bensenville Fire Department**

Chief Spain thanked the Village for their assistance during the blizzard. Two Public Works trucks were stationed at the fire department to lead their engine and ambulance on calls. Chief Spain also stated that the Bensenville Fire Department is currently meeting with Village Staff to have a plan in place for future snow events.

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**Allen Devitt – 16W603 3<sup>rd</sup> Ave**

Mr. Devitt thanked Village Staff for their fast attention of cleaning the roadways from the blizzard that occurred on February 1, 2011.

**Michelle Milewski - President of the Chamber of Commerce**

Ms. Milewski addressed the Village Board with concerns regarding the proposed ordinance amending the building code for permit fee structure.

**Chuck Rizzo – 115 Woodland Ave**

Mr. Rizzo thanked Village Staff for their fast attention of cleaning the roadways from the blizzard that occurred on February 1, 2011

**APPROVAL OF  
MINUTES:**

4. There were no minutes for approval.

**WARRANT NO.  
11/03:**

5. President Soto presented **Warrant No. 11/03** in the amount of \$533,234.96.

Motion:

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

**ROLL CALL:**

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

NAYS: None

All were in favor.

Motion carried.

Motion:

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

All were opposed.

Motion failed.

**Resolution No.**

**R-10-2011:**

7. President Soto gave the summarization of the action contemplated in **Resolution No. R-10-2011 entitled A Resolution Approving and Authorizing the Execution of Two Agreements with Municipal Systems, Inc. for Providing for a Web-based Administrative Parking and Compliance Hearing System and an Administrative Building Code and Municipal Ordinance Violation Enforcement System. (Administrative Adjudication)**

**Motion:**

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

**ROLL CALL:**

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

NAYS: None

All were in favor.

Motion carried.

**Resolution No.**

**R-11-2011:**

8. President Soto gave the summarization of the action contemplated in **Resolution No. R-11-2011 entitled A Resolution Approving an Agreement between the Village of Bensenville and Municipal Systems, Inc. for Collection Services.**

**Motion:**

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

**ROLL CALL:**

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

NAYS: None

All were in favor.

Motion carried.

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Motion: 9. Trustee Wesseler made a motion to accept the Lakota Group Transit Improvement Plan and Station Area/Corridor Study. Trustee Bartlett seconded the motion.

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

NAYS: None

All were in favor.

Motion carried.

**Ordinance No.  
17-2011:**

10. President Soto gave the summarization of the action contemplated in **Ordinance No. 17-2011 entitled An Ordinance Amending the Building Code for Permit Fee Structure.**

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

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

NAYS: None

PRESENT: Peconio

Motion carried.

**Ordinance No.  
18-2011:**

11. President Soto gave the summarization of the action contemplated in **Ordinance No. 18-2011 entitled An Ordinance Amending the Village Code Administrative Adjudication.**

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

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

NAYS: None

All were in favor.

Motion carried.

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**Resolution No.**

**R-12-2011:**

12. President Soto gave the summarization of the action contemplated in **Resolution No. R-12-2011 entitled A Resolution Amending the Village Meeting Schedule for the Month of March 2011.**

**Motion:**

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

**ROLL CALL:**

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

NAYS: None

All were in favor.

Motion carried.

**MANAGERS**

**REPORT:**

Village Manager, Michael Cassady, thanked Village Staff for their hard work during the heavy blizzard.

**NEW BUSINESS:**

Trustee Peconio thanked Village Staff for their fast attention cleaning the snow from the blizzard in February 1, 2011.

Trustee Peconio thanked the Community, Businesses Community, Village Board, Village Staff, and the Chamber of Commerce for their thoughts and prayers to his family for the loss of their son and brother Ronnie Peconio.

**ADJOURNMENT:**

Trustee Johnson made a motion to adjourn the meeting. Trustee Bartlett seconded the motion

All were in favor.

Motion carried.

President Soto adjourned the meeting at 7:44 p.m.

JoEllen Ridder  
Village Clerk

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

## VILLAGE OF BENSENVILLE

**TYPE:** Public Hearing & Motion to Table Ordinance **SUBMITTED BY:** D Pieroni **DATE:** 2/18/2011

**DESCRIPTION:** Public Hearing to hear public comment in regard to the Village Staff's analysis of, and recommendation relative to, the objection petition filed in regard to proposed Special Service Area #9; Motion to table consideration of related ordinance to March 8, 2011.

### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

*Financially Sound Village*  
 *Quality Customer Oriented Services*  
 *Safe and Beautiful Village*

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

**COMMITTEE ACTION:** N/A (Continuation of Actions relating to the Proposed Establishment of SSA #9)

**DATE:** N/A

**BACKGROUND:** The Village is proposing \$22M in infrastructure improvements in the North Industrial Park. The scope of the work includes street reconstruction and flood control improvements within seven (7) Special Service Areas (SSA). The benefiting property owners within each SSA areas will contribute 50% of the cost over a twenty (20) year period. The other 50% of the cost is to be paid for by the Village through the North Industrial TIF District.

The statutory process for the establishment of a Special Service Area provides for a sixty (60) day period in which owners of record have the right to file an objective petition. As you are aware, a petition was filed for SSA #9 in November 2010 prior to the December 13, 2010 the objection expiration deadline. Tom Bayer, Special Counsel for the Village in this matter, in consultation with Bond Counsel, developed a plan for the petition analysis and the communication of the Village findings. A copy of the original outline for this process is attached. Based on a request from the attorney representing several of the property owners who had signed the petition, certain time frames were extended resulting in the scheduling of the Public Hearing on the Village's findings relative to the validity of the petition to February 22 (copies of the notices relating to the change in the date of the hearing are attached).

Tom Bayer analyzed the petition under his and bond counsel's interpretation of the law relative to owners-of-record as well as under the interpretation presented by the attorney representing certain property owners (Tim Dwyer). Tom's findings were that objectors did not secure a sufficient number of signatures of owners- of-record under either calculation and, in fact, the calculation suggested by Tim Dwyer resulted in an even greater shortfall in meeting the required 51% of signatures of owners-of-record. (Copies of Tom Bayer's analysis are attached.) In summary, under our original method of calculation they are short 8 signatures (total qualifying signature obtained represent 43% of the property owners of record). Under the Dwyer method of calculation they are short 16 signatures (total qualifying signature obtained represent 39% of the property owners of record).

Tom Bayer will be in attendance at the meeting and will clearly advise the public of the limited purpose of the hearing. In that consideration of the ordinance establishing SSA #9 was tabled to February 22, this ordinance has been included on the agenda. Counsel has advised that when this item comes up for consideration, a motion should be made to table consideration of this matter to March 8, 2011.

**KEY ISSUES:** By taking the time to make sure that signers of the petition are given their due process, we are minimizing potential further legal challenges as we move forward with SSA #9.

**RECOMMENDATION:** Convene the Public Hearing on Village findings relative to the validity of the SSA #9 Objection Petition. Table consideration of the Ordinance approving SSA #9 to March 8, 2011

**BUDGET IMPACT:** N/A.

**ACTION REQUIRED:** Convene and upon its completion adjourn the Public Hearing. Approve Motion tabling consideration of the Ordinance establishing SSA #9 to March 8, 2011.

## **PROCESS FOR ADDRESSING THE OBJECTION PETITION FILED IN RELATION TO SSA #9**

Per the conference call on December 10, 2010, between Tim McGree, Denise Pieroni and Tom Bayer, the following process was agreed upon:

1. Tom Bayer will put together an analysis of the objection petition, which indicates whether each of the individual property objections is a valid or invalid objection, based on who the owners of record are for the properties in question, and who appears to have signed the petition.
2. A copy of the objection petition analysis, along with a copy of the objection petition, will be sent by First Class U.S. Mail on Friday, December 17, 2010, to the taxpayer of record for each PIN within SSA #9, to the "occupant" at the common address for each PIN within SSA #9, and to the individuals who listed themselves as the circulators of the objection petitions, along with a notice indicating as follows:
  - A. That the objectors will have until Wednesday, January 12, 2011, at 10:00 a.m., to submit any documentation, relative to any individual objection found to be invalid in the analysis, to clarify who signed the objection petition as the owner of record.
  - B. That on January 12, 2011, the Village staff (Mike Cassady and/or Denise Pieroni, along with Tom Bayer) will be available from 7:30 a.m. until 10:00 a.m., at the Village Hall, to hear any further statements, or accept any final documentation, to clarify who has signed the objection petitions, as the owner of record, in relation to any objection found to be invalid in the analysis.
3. On January 14, 2011, a final updated objection petition analysis will be mailed out, by First Class U.S. Mail, to the same parties as were mailed the notice referenced in 2. above, along with a notice advising that:
  - A. The objection petition has been found by staff to be valid, in that it contains the signatures of at least fifty-one percent (51%) of the owners of record (there are no electors (registered voters) in SSA #9); or
  - B. The objection petition has been found by staff to be invalid; staff will be recommending that the Village Board establish SSA #9 by Ordinance at the February 22, 2011 Village Board meeting; and prior to taking any action on said Ordinance, the Village Board will hold a public hearing at the February 8, 2011 Village Board meeting, so that any property owner within SSA #9 can address the Village Board, relative to staff's recommendation, before the Village Board acts on the Ordinance.

## BENSENVILLE SPECIAL SERVICE AREA #9

**NOTICE** is hereby given that, as a result of the request, by the attorney representing a number of the objectors to Special Service Area #9, for additional time (until February 1, 2011) to submit documentation relative to certain objections found to be invalid in the Objection Petition Analysis that was mailed to you on December 17, 2010, the Village of Bensenville has cancelled the February 8, 2011 public hearing relative to the Objection Petition Analysis. In regard to the Objection Petition, the Objection Petition Analysis and the establishment of Special Service Area #9, and as a supplement/amendment to the information sent to you on December 17, 2010, please be advised as follows:

1. On or about February 8, 2011, a final determination will be mailed out, by First Class U.S. Mail, to all those individuals/entities that have received this notice, indicating either that:
  - A. The Objection Petition has been found by staff to be valid, in that it contains the signatures of at least fifty-one percent (51%) of the owners of record (there are no electors (registered voters)) in Special Service Area #9; or
  - B. The Objection Petition has been found by staff to be invalid; staff will be recommending that the Village Board establish Special Service Area #9 by Ordinance at the March 8, 2011 Village Board meeting; and prior to taking any action on said Ordinance, the Village Board will hold a public hearing at the February 22, 2011 Village Board meeting, so that any property owner within Special Service Area #9 can address the Village Board, relative to staff's recommendation, before the Village Board acts on the Ordinance.

Any questions in regard to this matter should be directed to:

Denise Pieroni  
Deputy Village Manager  
Village of Bensenville  
12 South Center Street  
Bensenville, Illinois 60106  
Phone: (630) 350-3400  
e-mail: [dpieroni@bensenville.il.us](mailto:dpieroni@bensenville.il.us)

Denise Pieroni  
Deputy Village Manager

## BENSENVILLE SPECIAL SERVICE AREA #9

**NOTICE** is hereby given that, on February 4, 2011, the Village of Bensenville ("Village") received additional information/documentation from the attorney representing a number of the objectors to Special Service Area #9. After a review of said additional information/documentation, the Village staff has prepared the enclosed Updated Objection Petition Analysis documents, relative to the Objection Petition to Special Service Area #9 that was filed with the Village on December 7, 2010 (the "Objection Petition"); a copy of which was previously forwarded to you on December 17, 2010. Version #1 is based upon an owner of record count that counts an owner of more than one (1) parcel of property within Special Service Area #9 as one (1) owner of record. Version #2 is based upon an owner of record count that counts the owner of each parcel of property within Special Service Area #9 as an owner of record, even if said owner owns other parcels of property within Special Service Area #9.

Based upon the enclosed Updated Objection Petition Analysis documents, the Objection Petition has been found by staff to be invalid. As such, staff will be recommending that the Village Board establish Special Service Area #9 by Ordinance at the March 8, 2011 Village Board meeting. Prior to taking any action on said Ordinance, the Village Board will hold a public hearing at the February 22, 2011 Village Board meeting, at 6:30 p.m., at the Bensenville Village Hall, Board Room 12 South Center Street, Bensenville, Illinois 60106, so that any property owner within Special Service Area #9 can address the Village Board, relative to staff's recommendation, before the Village Board acts on the Ordinance.

Any questions in regard to this matter should be directed to:

Denise Pieroni  
Deputy Village Manager  
Village of Bensenville  
12 South Center Street  
Bensenville, Illinois 60106  
Phone: (630) 350-3400  
e-mail: [dpieroni@bensenville.il.us](mailto:dpieroni@bensenville.il.us)

Denise Pieroni  
Deputy Village Manager

**VERSION #1****UPDATED OBJECTION PETITION ANALYSIS – BENSENVILLE SSA #9  
(OWNERS OF RECORD)**

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
600 N. Thomas	03-11-200-029	National Boulevard Bank of Chicago, as Trustee under the provisions of a certain Trust Agreement dated the 28 <sup>th</sup> day of June, 1972, and known as Trust Number 4398		1				
619 Thomas Drive	03-11-202-011	Realty Associates Fund VIII, L.P.		2				
225 Foster Ave	03-11-202-018	The Protectoseal Company	President - James P. Honan; Secretary - Edward J. O'Shea	3				
476 Country Club Drive	03-11-308-035	476 Country Club Drive Limited Partnership		4	10 / 15	Ralph Inorio (Partner)	Y	Benefit of the doubt given that he is a partner
1010 Foster Avenue	03-11-308-036	AMB Fund Foster III, LLC	Manager - AMB U.S. Logistics Fund, L.P.	5				
500-510 Country Club Drive	03-11-308-040	Centerpoint Properties Trust		6				
450 Country Club Drive	03-11-309-021	Helmut Rackow as Trustee of the Helmut Rackow Trust dated December 23, 1993		7	8 / 12	Mario Rackow	Y	Per Dwyer, Anita Rackow and Mario Rackow are co-trustees, as Helmut Rackow is deceased (Benefit of the doubt given)

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
440 Country Club Drive	03-11-309-022	Horst J. Heller & Marlene Heller		8 and 9	1 / 7	Horst Heller	Y (8 only)	
430 Country Club Drive	03-11-309-023	Bradford Compact Storage, LLC	Managers - Lincoln Bradford & David Bradford	10	10 / 10	Link Bradford	Y	Benefit of the doubt given as to signature
420 Country Club Drive	03-11-309-024	DKSN 2, LLC	Manager - Kishori D. Dattani	11	10 / 2	(Kishori) D. Dattani	Y	Benefit of the doubt given as to signature
400 Country Club Drive	03-11-312-034	FTS Holdings, LLC	Manager - John Chiu	12	10 / 11	John Chiu	Y	
840-892 Eagle Drive	03-11-312-035	RREEF America Reit II Corp. D.	President - Timothy K. Gonzalez Secretary - Julie Ackerman	13				
600 Eagle Drive	03-11-312-041	Security Capital Industrial Trust		14				
810 Eagle Drive	03-11-312-042	Dalraj Holdings, LLC	Manager - Maninder S. Birk	15	10 / 3	Maninder S. Birk	Y	
804 Eagle Drive	03-11-312-043	Daily Office Products, Inc.	President - Kevin Wayne Griffin Secretary - Louis S. Zeitzer	16	10 / 4	Kevin Griffin	Y	
840-892 Eagle Drive	03-11-312-045	RREEF America Reit II Corp. D.		same as 13				
822-834 Eagle Drive	03-11-312-046	Maria Wojciechowski or her successors in interest as Trustee of the Maria Wojciechowski Revocable Trust u/d dated July 3, 2001		17	10 / 16	Looks like it could be Maria Wojciechowski	Y	
814-820 Eagle Drive	03-11-312-047	Tee 2 Tee, LLC	Managers - Bryan M. Crook & Bonnie McNeely-Crook	18	8 / 10	Bryan M. Crook (Manager)	Y	

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
860 Foster Avenue	03-11-314-001	Panzarella, LLC	Manager - Stephen J. Panzarella	19	5 / 4	Steve Panzarella (Manager)	Y	
855 Goff Lane	03-11-314-007	American National Bank and Trust Company of Chicago, as Trustee under the provisions of that certain Trust Agreement, dated March 1, 1991, and known as Trust Number 113497-01		20				
805-811 Golf Lane	03-11-314-008	Allied Filter Engineering, Inc.	President - Robert S. Grandy Secretary - Robert M. Holden	21	5 / 3	Robert Holden (Secretary)	Y	
801 Goff Lane	03-11-314-009	Patrick Chen & Joyce Chen		22 and 23				
793 Goff Lane	03-11-314-010	Vijaykumar M. Oza & Veena V. Oza		24 and 25	5 / 5	Vijaykumar M. Oza	Y (24 only)	
789-791 Golf Lane	03-11-314-011	Chicago Title & Trust Co. as Trustee under the provisions of Trust Number 40595		26	5 / 6	Michael Bechman	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits signed by beneficiary)
54 Goff Lane	03-11-315-001	AMB-AMS Local Golf Lane, LLC	Manager – AMB-AMS Local, L.P.	27				
777 Maple Lane	03-11-315-002	Grand Investments, LLC	Manager - Michael J. Purner	28	5 / 2	Michael Purner (Manager)	Y	
351 Country Club Drive	03-11-316-001	Form Properties CCD, LLC	Manager - James Pappas	29				
351 Country Club Drive	03-11-316-004	Form Properties CCD, LLC	Manager - James Pappas	same as 29				

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
833 Eagle Drive	03-11-316-005	Florence S. Morgan, as Trustee of the Florence S. Morgan Rev. Trust dated 6/29/95		30	1 / 14	Thomas Morgan	Y	Documentation submitted to prove co-trustee
823 Eagle Drive	03-11-316-006	Edward H. Sowin, as Trustee of the Edwin H. Sowin Rev. Trust dated 6-6-95		31	10 / 6	Edward H. Sowin	Y	
830 Maple Lane	03-11-316-009	Harris Trust and Savings Bank, as Trustee under the provisions of a trust agreement dated the 1 <sup>st</sup> day of October 1973, known as Trust Number 35681		32	1 / 4	Sten Olsen	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits signed by beneficiary)
795 Eagle Drive	03-11-316-015	Real Capital Partnership, LLP		33				
811 Eagle Drive	03-11-316-016	Centerpoint Properties Trust		same as 6				
820 Maple Lane	03-11-316-018	Michael Schlesinger & Cathy Schlesinger		34 and 35	1 / 5	Michael Schlesinger	Y (34 only)	
810 Maple Lane	03-11-316-019	KCK Investments, Ltd.	President - Kenneth E. Hudziak Secretary - Lori R. Hudziak	36	5 / 1	Kenneth E. Hudziak (President)	Y	
800 W. Maple	03-11-316-020	Sharon A. Osowski, not individually, but as Trustee of the Sharon A. Osowski Trust u/ld May 8, 2000, and unto all and every Successor and Successors in Trust under said Trust Agreement		37	1 / 8	Sharon Osowski	Y	

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
800 W. Maple	03-11-316-023	Sharon A. Osowski, not individually, but as Trustee of the Sharon A. Osowski Trust u/aid May 8, 2000, and unto all and every Successor and Successors in Trust under said Trust Agreement		same as 37	1 / 9	Sharon Osowski	---	Same owner as 37, so doesn't count as an additional objection
790 Maple Lane	03-11-316-025	Oak Brook Bank as Successor Trustee under Trust which shall now be known as Oak Brook Bank Trust No. A-328		38	10 / 5	Theodore Singer	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits signed by beneficiary)
801 Eagle Drive	03-11-316-029	Barbara Mills, Trustee of Barbara Mills Declaration of Trust dated September 7, 1991		39	4 / 1	Barbara Mills	Y	
803 Eagle Drive	03-11-316-030	Helmut Rackow & Anita Rackow (Not in trust)		40 and 41	8 / 13	Mario Rackow	N	
799 Eagle Drive	03-11-316-031	50% Undivided Interest to Fred Kovacs and Monica Kovacs Rev. Liv. Trust, dated September 22, 2001, 50% Interest to Werner Harrer		42 and 43	10 / 13	Fred Kovacs	Y (42 only)	
797 Eagle Drive	03-11-316-032	MB Financial Bank, N.A., as Trustee Under Trust Agreement dated 4/18/02, known as Trust #3096		44	8 / 9	Jerry Cichon	N	Not the trustee of the land trust – No trustee stamp on objection petition
798 Maple Avenue	03-11-316-033	Robert Nejd		45	1 / 6	Robert Nejd	Y	
350 Country Club Drive	03-11-317-001	Alexander Hutchinson as Trustee of the Alexander Hutchinson Declaration of Trust dated 11/7/90		46	10 / 9	Alexander Hutchinson	Y	

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
356 Country Club Drive	03-11-317-002	ODO Properties, a General Partnership		47	1 / 10	Thomas F. O'Connell	Y	Thomas F. O'Connell is one of the partners
358 Country Club Drive	03-11-317-003	ODO Properties, a General Partnership		same as 47	1 / 11	Thomas F. O'Connell	---	Same owner as 47, so doesn't count as an additional owner
362 Country Club Drive	03-11-317-004	ODO Properties, a General Partnership		same as 47	1 / 12	Thomas F. O'Connell	---	Same owner as 47, so doesn't count as an additional owner
240 E. Foster Avenue	03-11-400-005	Wayne Hummer Trust Company as Trustee under Trust Dated June 24, 2003, and known as Trust LFT 1825		48	2 / 1	Peter Vole	N	Not the trustee of the trust
520 Thomas Drive	03-11-400-006	Multi-Trans Services, Inc.	President - Patrick Chen Secretary - Joyce Chen	49				
520 Thomas Drive	03-11-400-007	Multi-Trans Services, Inc.	President - Patrick Chen Secretary - Joyce Chen	same as 49				
520 Thomas Drive	03-11-400-008	Multi-Trans Services, Inc.	President - Patrick Chen Secretary - Joyce Chen	same as 49				
484 Thomas Drive	03-11-400-009	First American Bank, an Illinois Banking Corporation as Trustee under the provision of a certain Trust Agreement dated the 1 <sup>st</sup> day of December 1992, and known as Trust Number 1-92-046		50				
476 Thomas Drive	03-11-400-015	Grane Bensenville, LLC	Manager - Bryan F. Grane	51				

Property Address	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
all Bensenville 60106)								
700 Goff Lane	03-11-400-017	Blessing Properties, LLC	Manager - Grace Lin	52				
611 Eagle Drive	03-11-400-019	AAA Cooper Transportation		53	9 / 1	Cannot read signature, but signed as CFO and corporate secretary	Y	Benefit of the doubt given in light of corporate officer designation by signature.
611 Eagle Drive	3-11-400-021	AAA Cooper Transportation		same as 53	9 / 2	Cannot read signature, but signed as CFO and corporate secretary	---	Same owner as 53, so doesn't count as an additional owner
733 Maple Lane	03-11-400-022	RREEF America REIT II Corp. MMMM5 Illinois	President - Timothy K. Gonzalez Secretary - Julie Ackerman	54				
701 Maple Lane	03-11-400-023	RREEF America REIT II Corp. MMMM5 Illinois	President - Timothy K. Gonzalez Secretary - Julie Ackerman	54				
224-230 Foster Avenue	03-11-401-001	RREEF America REIT II Corp. D.	President - Timothy K. Gonzalez Secretary - Julie Ackerman	same as 13				
529 Thomas Drive	03-11-401-002	529 Thomas LLC	Manager - John Runzel	55				
523 Thomas Drive	03-11-401-003	Thomas Drive, LLC	Delaware Corp.	56				
515 Thomas Drive	03-11-401-004	L.D. Redmer Screw Products, Inc.	President - William E. O'Connor Secretary - Christopher D. Grady	57	6 / 1	William E. O'Connor (President)	Y	
299 Beeline Road	03-11-401-005	Morawa Investments, LLC	Managers - John Morawa and Jane Morawa	58	1 / 3	John Morawa (Manager)	Y	

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
540 Meyer Road	03-11-401-009	LaSalle Bank National Association, Successor Trustee to First United Trust Co. as Trustee under Trust No. 10280 dated 2/13/89		59	8 / 1	Larry Scharringhausen	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits signed by beneficiary)
562-572 Meyer Road	03-11-401-011	Edward H. Sowin, as Trustee of the Edward H. Sowin Rev. Trust dated 6-6-95		same as 31	10 / 7	Edward H. Sowin	---	Same owner as 31, so doesn't count as an additional owner
540 Meyer Road	03-11-401-013	LaSalle Bank National Association, Successor Trustee to First United Trust Co. as Trustee under Trust No. 10280 dated 2/13/89		same as 59	8 / 2	Larry Scharringhausen	---	Same owner as 59, so doesn't count as an additional owner even if a proper signature
540 Meyer Road	03-11-401-014	LaSalle Bank National Association, Successor Trustee to First United Trust Co. as Trustee under Trust No. 10280 dated 2/13/89		same as 59	8 / 3	Larry Scharringhausen	---	Same owner as 59, so doesn't count as an additional owner even if a proper signature
540 Meyer Road	03-11-401-015	LaSalle Bank National Association, Successor Trustee to First United Trust Co. as Trustee under Trust No. 10280 dated 2/13/89		same as 59	8 / 4	Larry Scharringhausen	---	Same owner as 59, so doesn't count as an additional owner even if a proper signature
540 Meyer Road	03-11-401-016	LaSalle Bank National Association, Successor Trustee to First United Trust Co. as Trustee under Trust No. 10280 dated 2/13/89		same as 59	8 / 5	Larry Scharringhausen	---	Same owner as 59, so doesn't count as an additional owner even if a proper signature

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
540 Meyer Road	03-11-401-017	LaSalle Bank National Association, Successor Trustee to First United Trust Co. as Trustee under Trust No. 10280 dated 2/13/89		same as 59	8 / 6	Larry Scharringhausen	---	Same owner as 59, so doesn't count as an additional owner even if a proper signature
508 Meyer Road	03-11-401-018	Leonard E. Vinyard Living Trust dated 8/9/99		60	8 / 8	Leonard Vinyard	Y	
500 N. Meyer Road	03-11-401-019	Walter F. Kryczka		61	10 / 12	Walter F. Kryczka	Y	
211 Beeline Road (Unit 14)	03-11-401-020	Roland Metaj		62	7 / 11	Roland Metaj	Y	
211 Beeline Drive (Unit 13)	03-11-401-021	Anthony Lasorsa		63	7 / 10	Tony LaSorsa	Y	Benefit of the doubt given that it is a proper signature
211 Beeline Drive (Unit 12)	03-11-401-022	Parkway Bank and Trust Company as Trustee under Trust Agreement dated January 3, 1987 and known as Trust Number 7060		64	7 / 13	David R. Heidner	N	Not trustee of land trust – No trustee stamp on objection petition (Dwyer admits signed by beneficiary)
211 Beeline Drive (Unit 11)	03-11-401-023	Shirley Ann Oddo, Trustee of the Shirley Ann Oddo Declaration of Trust		65	7 / 15	S. Oddo (Trustee)	Y	Benefit of the doubt given that "S" stands for "Shirley"
211 Beeline Drive (Unit 10)	03-11-401-024	Parkway Bank and Trust Company, its successor or successors, as Trustee under the provisions of a trust agreement dated the 9 <sup>th</sup> day of November 1982, known as Trust Number 6269		66	7 / 16	Lisa A. Oddo	N	Not trustee of land trust – No trustee stamp on objection petition (Dwyer admits signed by beneficiary)
211 Beeline Drive (Unit 9)	03-11-401-025	Mark A. Dupere		67	7 / 9	Mark Dupere	Y	

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
211 Beeline Drive (Unit 8)	03-11-401-026	211 Beeline, LLC	Manager - MPZ Masonry, Inc. President/Secretary - Margaret Pawlik	68				
211 Beeline Drive (Unit 7)	03-11-401-027	Parkway Bank & Trust Company, as Trustee under the provisions of a Trust Agreement dated the 25 <sup>th</sup> day of June, 1991, and known as Trust Number 10058		69	7 / 12	David R. Heidner	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits signed by beneficiary)
211 Beeline Drive (Unit 6)	03-11-401-028	JMW Real Estate Investment Co.		70		John Woodward	Y	Benefit of the doubt given that John Woodward is the President
211 Beeline Drive (Unit 5)	03-11-401-029	Ursula Mirovaliev and Stoyan Mirovaliev, Co-Trustees of the Ursula Mirovaliev Trust dated March 31, 1994		71				
211 Beeline Drive (Unit 4)	03-11-401-030	Kevin P. Cox and Sharon A. Cox		72 and 73	7 / 5	Kevin Cox (although hard to read)	Y (72 only)	Benefit of the doubt given that the signature is that of Kevin Cox
211 Beeline Drive (Unit 3)	03-11-401-031	Kevin Cox		same as 72	7 / 4	Kevin Cox (although hard to read)	---	Same owner as 72, so doesn't count as an additional owner
211 Beeline Drive (Unit 2)	03-11-401-032	Mark C. Rosal		74	7 / 14	Mark C. Rosal	Y	
211 Beeline Drive (Unit 1)	03-11-401-033	Tomasz D. Augustynska and Marta M. Augustynska		75 and 76	7 / 1	Tomasz D. Augustynska	Y (75 only)	
558 Meyer Road	03-11-401-034	Thomas M. Morgan and Kathleen K. Morgan		77 and 78	1 / 15	Thomas Morgan	Y (77 only)	

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
552 Meyer Road	03-11-401-035	Glenview State Bank, as Trustee under the provisions of a trust agreement dated the 1 <sup>st</sup> day of October 1976, known as Trust Number 1361		79	10 / 1	Cannot read signature, but not signed as trustee	N	Not the trustee of the land trust – No trustee stamp on objection petition
529 Thomas Drive	03-11-401-036	529 Thomas LLC	Manager – John Runzel	same as 55				
212 Foster Avenue (540 Meyer Road)	03-11-401-037	LaSalle Bank National Association, Successor Trustee to First United Trust Co. as Trustee under Trust No. 10280 dated 2/13/89		same as 59		Larry Scharringhausen	---	Same owner as 59, so doesn't count as an additional owner even if a proper signature
592 Meyer Road	03-11-401-038	Edward H. Sowin, as Trustee of the Edward H. Sowin Rev. Trust dated 6-6-95		same as 31	10 / 8	Edward H. Sowin	---	Same owner as 31, so doesn't count as an additional owner. Address on objection petition says "585", but no such address exists.
582 Meyer Road	03-11-401-039	Florence S. Morgan, as Trustee of the Florence S. Morgan Rev. Trust dated 6/29/95		same as 30	1 / 16	Thomas Morgan	---	Same owner as 30, so doesn't count as an additional owner
573 Meyer Road	03-11-402-001	Mid City National Bank of Chicago as Trustee under Trust Agreement dated March 12, 1980, and known as Trust No. 1513		80	3 / 1	George J. Schmid	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits not the trustee's signature)
573 Meyer Road	03-11-402-002	Mid City National Bank of Chicago as Trustee under Trust Agreement dated March 12, 1980, and known as Trust No. 1513		same as 80	3 / 2	George J. Schmid	---	Not the trustee of the land trust – No trustee stamp on objection petition – Even if valid signature, same owner as 80, so doesn't count as an additional owner

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
557 Meyer Road	03-11-402-003	Mid City National Bank of Chicago as Trustee under Trust Agreement dated March 12, 1980, and known as Trust No. 1513		same as 80	3 / 3	George J. Schmid	---	Not the trustee of the land trust – No trustee stamp on objection petition – Even if valid signature, same owner as 80, so doesn't count as an additional owner
549 Meyer Road	03-11-402-004	Mid City National Bank of Chicago as Trustee U/T/A dated 3/12/80 and known as Trust Number 1513		same as 80	3 / 4	George J. Schmid	---	Not the trustee of the land trust – No trustee stamp on objection petition – Even if valid signature, same owner as 80, so doesn't count as an additional owner
533 Meyer Road	03-11-402-005	The Mid-City National Bank of Chicago, as Trustee under the provisions of a certain Trust Agreement dated the 12 <sup>th</sup> day of March, 1980 and known as Trust Number 1513		same as 80	3 / 5	George J. Schmid	---	Not the trustee of the land trust – No trustee stamp on objection petition – Even if valid signature, same owner as 80, so doesn't count as an additional owner
533 Meyer Road	03-11-402-006	The Mid-City National Bank of Chicago, as Trustee under the provisions of a certain Trust Agreement dated the 12 <sup>th</sup> day of March, 1980 and known as Trust Number 1513		same as 80	3 / 6	George J. Schmid	---	Not the trustee of the land trust – No trustee stamp on objection petition – Even if valid signature, same owner as 80, so doesn't count as an additional owner
525 Meyer Road	03-11-402-007	The Mid-City National Bank of Chicago, as Trustee under the provisions of a certain Trust Agreement dated the 12 <sup>th</sup> day of March, 1980 and known as Trust Number 1513		same as 80	3 / 7	George J. Schmid	---	Not the trustee of the land trust – No trustee stamp on objection petition – Even if valid signature, same owner as 80, so doesn't count as an additional owner
517 Meyer Road	03-11-402-008	Dedran Skulic and Novela Skulic		81 and 82				

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
157 Beeline Drive	03-11-402-009	Vedran Skulic		83	7 / 2	Vedran Skulic	Y	
159 Beeline Drive	03-11-402-010	Vedran Skulic		same as 83	7 / 3	Vedran Skulic	---	Same owner as 83, so doesn't count as an additional owner
143 Beeline Drive	03-11-402-015	Edwin Hoffman		84				
133 Beeline Drive	03-11-402-019	133 Corp.	President - Douglas P. Van Hooser Secretary - Kirk N. Van Hooser	85	7 / 6	Signature appears to be the same as for 211 Beeline Drive (Units 4 and 5) - Owner 72	N	If the same signature as for 72, not one of the corporate officers. If a proper signature, (a "Van Hooser"), then 72 doesn't count. Same owner as 85, then 72 doesn't count.
133 Beeline Drive	03-11-402-020	133 Corp.	President - Douglas P. Van Hooser Secretary - Kirk N. Van Hooser	same as 85	7 / 7	Signature appears to be the same as for 211 Beeline Drive (Units 4 and 5) - Owner 72	---	If the same signature as for 72, not one of the corporate officers. If a proper signature, (a "Van Hooser"), then 72 doesn't count. Same owner as 85, so doesn't count as an additional owner.
514-554 York Road	03-11-402-021	Chicago Title Land Trust	Company, as Trustee under the provisions of a certain Trust Agreement dated January 20, 2000 and known as Trust Number 1108013	86				
500 N. York Road	03-11-402-029	V/NM, LLC Designated Series I	Manager - George Sanfratello and Josephine Sanfratello	87				
155-157 Beeline Drive	03-11-402-031	John Morawa and Jane Morawa		88 and 89	1 / 2	John Morawa	Y (88 only)	

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
290 Foster Avenue	03-11-403-002	RREEF America REIT II Corp. D.	President - Timothy K. Gonzalez Secretary - Julie Ackerman	same as 13				
483-489 Thomas Drive	03-11-403-003	RREEF America REIT II Corp. D.	President - Timothy K. Gonzalez Secretary - Julie Ackerman	same as 13				
480 Meyer Road	03-11-403-004	Harris Trust and Savings Bank as Trustee under the provisions of a Trust Agreement dated the 21 <sup>st</sup> day of October 1985, and known as Trust Number 43367		90	1 / 1	John D. Kaufman	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits not the trustee's signature)
600 Eagle Drive	03-11-403-018	Security Capital Industrial Trust		same as 14				
600 Eagle Drive	03-11-403-020	Security Capital Industrial Trust		same as 14				
477 Thomas Drive	03-11-403-040	Northern Trust Bank / O'Hare, N.A., as Trustee under the provisions of a Trust Agreement dated the 20 <sup>th</sup> day of November, 1986, known as Trust Number 86L1522		91				
455-475 Thomas Drive	03-11-403-042	Anita Rackow as Trustee of the Anita Rackow Trust dated December 23, 1993			92	8 / 11	Mario Rackow	Y
425 Meyer Road	03-11-404-001	Cabot Acquisition, LLC Manager - RREEF America REIT Corp. VVV 64270184	93					Benefit of the doubt given that Mario Rackow is a co-trustee
400-440 York Road	03-11-404-025	Sub-Op Fund II, L.P.	94					

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
799 Eagle Drive	03-11-316-028	50% undivided interest to Fred Kovacs and Monika Kovacs Rev Liv. Trust, Dated September 22, 2001, 50% Undivided Interest to Werner Harter		same as 42 and 43	10 / 14	Fred Kovacs	---	Same owner as 42, so doesn't count as an additional owner
796 Maple Lane	03-11-316-034	LaSalle Bank, N.A., successor trustee, as trustee under trust agreement dated 9/20/79 and known as Trust #79-290		95	1 / 13	Stanley W. Piecko	N	Not trustee of land trust – No trustee stamp on objection petition (Dwyer admits signed by beneficiary)
		<b>TOTALS</b>		<b>95</b>			<b>41</b>	

**NOTES:**

1. Pursuant to *Ciacco v. City of Elgin*, 85 Ill.App.3d 507, 407 N.E.2d 108 (2d Dist. – 1980), the trustee of the land trust must sign the objection for it to be a valid objection.
2. Ownership is as of the date of the public hearing (October 14, 2010).
3. No additional or corrected signatures can be submitted after the running of the sixty (60) day objection period (December 13, 2010).
4. Need 49 owner signatures to have 51% of owners, as 51% of 95 is 48.45.

**VERSION #2**

**UPDATED OBJECTION PETITION ANALYSIS – BENSENVILLE SSA #9**  
**(OWNERS OF RECORD)**

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
600 N. Thomas	03-11-200-029	National Boulevard Bank of Chicago, as Trustee under the provisions of a certain Trust Agreement dated the 28 <sup>th</sup> day of June, 1972, and known as Trust Number 4398		1				
619 Thomas Drive	03-11-202-011	Realty Associates Fund VIII, L.P.		2				
225 Foster Ave	03-11-202-018	The Protectoseal Company	President - James P. Honan; Secretary - Edward J. O'Shea	3				
476 Country Club Drive	03-11-308-035	476 Country Club Drive Limited Partnership		4	10 / 15	Ralph Inorio (Partner)	Y	Benefit of the doubt given that he is a partner
1010 Foster Avenue	03-11-308-036	AMB Fund Foster III, LLC	Manager - AMB U.S. Logistics Fund, L.P.	5				
500-510 County Club Drive	03-11-308-040	Centerpoint Properties Trust		6				
450 County Club Drive	03-11-309-021	Helmut Rackow as Trustee of the Helmut Rackow Trust dated December 23, 1993		7	8 / 12	Mario Rackow	Y	Per Dwyer, Anita Rackow and Mario Rackow are co-trustees, as Helmut Rackow is deceased (Benefit of the doubt given)

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
440 Country Club Drive	03-11-309-022	Horst J. Heller & Marlene Heller		8 and 9	1 / 7	Horst Heller	Y (8 only)	
430 Country Club Drive	03-11-309-023	Bradford Compact Storage, LLC	Managers - Lincoln Bradford & David Bradford	10	10 / 10	Link Bradford	Y	Benefit of the doubt given as to signature
420 Country Club Drive	03-11-309-024	DKSN 2, LLC	Manager - Kishori D. Dattani	11	10 / 2	(Kishori) D. Dattani	Y	Benefit of the doubt given as to signature
400 Country Club Drive	03-11-312-034	FTS Holdings, LLC	Manager - John Chiu	12	10 / 11	John Chiu	Y	
840-892 Eagle Drive	03-11-312-035	RREEF America Reit II Corp. D.	President - Timothy K. Gonzalez Secretary - Julie Ackerman	13				
600 Eagle Drive	03-11-312-041	Security Capital Industrial Trust		14				
810 Eagle Drive	03-11-312-042	Dalrai Holdings, LLC	Manager - Maninder S. Birk	15	10 / 3	Maninder S. Birk	Y	
804 Eagle Drive	03-11-312-043	Daily Office Products, Inc.	President - Kevin Wayne Griffin Secretary - Louis S. Zeitler	16	10 / 4	Kevin Griffin	Y	
840-892 Eagle Drive	03-11-312-045	RREEF America Reit II Corp. D.		17				
822-834 Eagle Drive	03-11-312-046	Maria Wojciechowski or her successors in interest as Trustee of the Maria Wojciechowski Revocable Trust u/d dated July 3, 2001		18	10 / 16	Looks like it could be Maria Wojciechowski	Y	
814-820 Eagle Drive	03-11-312-047	Tee 2 Tee, LLC	Managers - Bryan M. Crook & Bonnie McNeely-Crook	19	8 / 10	Bryan M. Crook (Manager)	Y	Y

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
860 Foster Avenue	03-11-314-001	Panzarella, LLC	Manager - Stephen J. Panzarella	20	5 / 4	Steve Panzarella (Manager)		
855 Golf Lane	03-11-314-007	American National Bank and Trust Company of Chicago, as Trustee under the provisions of that certain Trust Agreement, dated March 1, 1991, and known as Trust Number 113497-01		21				
805-811 Golf Lane	03-11-314-008	Allied Filter Engineering, Inc.	President - Robert S. Grandy Secretary - Robert M. Holden	22	5 / 3	Robert Holden (Secretary)	Y	
801 Golf Lane	03-11-314-009	Patrick Chen & Joyce Chen		23 and 24				
793 Golf Lane	03-11-314-010	Vijaykumar M. Oza & Veena V. Oza		25 and 26	5 / 5	Vijaykumar M. Oza	Y (25 only)	
789-791 Golf Lane	03-11-314-011	Chicago Title & Trust Co. as Trustee under the provisions of Trust Number 40595		27	5 / 6	Michael Bechman	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits signed by beneficiary)
54 Golf Lane	03-11-315-001	AMB-AMS Local Golf Lane, LLC	Manager – AMB-AMS Local, L.P.	28				
777 Maple Lane	03-11-315-002	Grand Investments, LLC	Manager - Michael J. Purner	29	5 / 2	Michael Purner (Manager)	Y	
351 Country Club Drive	03-11-316-001	Form Properties CCD, LLC	Manager - James Pappas	30				
351 Country Club Drive	03-11-316-004	Form Properties CCD, LLC	Manager - James Pappas	31				

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
833 Eagle Drive	03-11-316-005	Florence S. Morgan, as Trustee of the Florence S. Morgan Rev. Trust dated 6/29/95		32	1 / 14	Thomas Morgan	Y	Documentation submitted to prove co-trustee
823 Eagle Drive	03-11-316-006	Edward H. Sowin, as Trustee of the Edwin H. Sowin Rev. Trust dated 6-6-95		33	10 / 6	Edward H. Sowin	Y	
830 Maple Lane	03-11-316-009	Harris Trust and Savings Bank, as Trustee under the provisions of a trust agreement dated the 1 <sup>st</sup> day of October 1973, known as Trust Number 35681		34	1 / 4	Sten Olsen	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits signed by beneficiary)
795 Eagle Drive	03-11-316-015	Real Capital Partnership, LLP		35				
811 Eagle Drive	03-11-316-016	Centerpoint Properties Trust		36				
820 Maple Lane	03-11-316-018	Michael Schlesinger & Cathy Schlesinger		37 and 38	1 / 5	Michael Schlesinger	Y (37 only)	
810 Maple Lane	03-11-316-019	KCK Investments, Ltd.	President - Kenneth E. Hudziak Secretary - Lori R. Hudziak	39	5 / 1	Kenneth E. Hudziak (President)	Y	
800 W. Maple	03-11-316-020	Sharon A. Osowski, not individually, but as Trustee of the Sharon A. Osowski Trust u/a/d May 8, 2000, and unto all and every Successor and Successors in Trust under said Trust Agreement		40	1 / 8	Sharon Osowski	Y	

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
800 W. Maple	03-11-316-023	Sharon A. Osowski, not individually, but as Trustee of the Sharon A. Osowski Trust u/a/d May 8, 2000, and unto all and every Successor and Successors in Trust under said Trust Agreement		41	1 / 9	Sharon Osowski	Y	
790 Maple Lane	03-11-316-025	Oak Brook Bank as Successor Trustee under Trust which shall now be known as Oak Brook Bank Trust No. A-328			42	10 / 5	Theodore Singer	N
801 Eagle Drive	03-11-316-029	Barbara Mills, Trustee of Barbara Mills Declaration of Trust dated September 7, 1991		43	4 / 1	Barbara Mills	Y	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits signed by beneficiary)
803 Eagle Drive	03-11-316-030	Helmut Rackow & Anita Rackow (Not in trust)		44 and 45	8 / 13	Mario Rackow	N	
799 Eagle Drive	03-11-316-031	50% Undivided Interest to Fred Kovacs and Monica Kovacs Rev. Liv. Trust, dated September 22, 2001, 50% Interest to Werner Harrer		46 and 47	10 / 13	Fred Kovacs	Y (46 only)	
797 Eagle Drive	03-11-316-032	MB Financial Bank, N.A., as Trustee Under Trust Agreement dated 4/18/02, known as Trust #3096			48	8 / 9	Jerry Cichon	N
798 Maple Avenue	03-11-316-033	Robert Nejdl		49	1 / 6	Robert Nejdl	Y	Not the trustee of the land trust – No trustee stamp on objection petition
350 Country Club Drive	03-11-317-001	Alexander Hutchinson as Trustee of the Alexander Hutchinson Declaration of Trust dated 11/7/90		50	10 / 9	Alexander Hutchinson	Y	
356 Country Club Drive	03-11-317-002	ODO Properties, a General Partnership		51	1 / 10	Thomas F. O'Connell	Y	Thomas F. O'Connell is one of the partners

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
358 Country Club Drive	03-11-317-003	ODO Properties, a General Partnership		52	1 / 11	Thomas F. O'Connell	Y	
362 Country Club Drive	03-11-317-004	ODO Properties, a General Partnership		53	1 / 12	Thomas F. O'Connell	Y	
240 E. Foster Avenue	03-11-400-005	Wayne Hummer Trust Company as Trustee under Trust Dated June 24, 2003, and known as Trust LFT 1825		54	2 / 1	Peter Vole	N	Not the trustee of the trust
520 Thomas Drive	03-11-400-006	Multi-Trans Services, Inc.	President - Patrick Chen Secretary - Joyce Chen	55				
520 Thomas Drive	03-11-400-007	Multi-Trans Services, Inc.	President - Patrick Chen Secretary - Joyce Chen	56				
520 Thomas Drive	03-11-400-008	Multi-Trans Services, Inc.	President - Patrick Chen Secretary - Joyce Chen	57				
484 Thomas Drive	03-11-400-009	First American Bank, an Illinois Banking Corporation as Trustee under the provision of a certain Trust Agreement dated the 1 <sup>st</sup> day of December 1992, and known as Trust Number 1-92-046		58				
476 Thomas Drive	03-11-400-015	Grane Bensenville, LLC	Manager - Bryan F. Grane	59				
700 Golf Lane	03-11-400-017	Blessing Properties, LLC	Manager - Grace Lin	60				

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
611 Eagle Drive	03-11-400-019	AAA Cooper Transportation		61	9 / 1	Cannot read signature, but signed as CFO and corporate secretary	Y	Benefit of the doubt given in light of corporate officer designation by signature.
611 Eagle Drive	3-11-400-021	AAA Cooper Transportation		62	9 / 2	Cannot read signature, but signed as CFO and corporate secretary	Y	Benefit of the doubt given in light of corporate officer designation by signature
733 Maple Lane	03-11-400-022	RREEF America REIT II Corp. MMMM5 Illinois	President - Timothy K. Gonzalez Secretary - Julie Ackerman	63				
701 Maple Lane	03-11-400-023	RREEF America REIT II Corp. MMMM5 Illinois	President - Timothy K. Gonzalez Secretary - Julie Ackerman	64				
224-230 Foster Avenue	03-11-401-001	RREEF America REIT II Corp. D.	President - Timothy K. Gonzalez Secretary - Julie Ackerman	65				
529 Thomas Drive	03-11-401-002	529 Thomas LLC	Manager - John Runzel	66				
523 Thomas Drive	03-11-401-003	Thomas Drive, LLC	Delaware Corp.	67				
515 Thomas Drive	03-11-401-004	L.D. Redmer Screw Products, Inc.	President - William E. O'Connor Secretary - Christopher D. Grady	68	6 / 1	William E. O'Connor (President)	Y	
299 Beeline Road	03-11-401-005	Morawa Investments, LLC	Managers - John Morawa and Jane Morawa	69	1 / 3	John Morawa (Manager)	Y	

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
540 Meyer Road	03-11-401-009	LaSalle Bank National Association, Successor Trustee to First United Trust Co. as Trustee under Trust No. 10280 dated 2/13/89		70	8 / 1	Larry Scharringhausen	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits signed by beneficiary)
562-572 Meyer Road	03-11-401-011	Edward H. Sowin, as Trustee of the Edward H. Sowin Rev. Trust dated 6-6-95		71	10 / 7	Edward H. Sowin	Y	
540 Meyer Road	03-11-401-013	LaSalle Bank National Association, Successor Trustee to First United Trust Co. as Trustee under Trust No. 10280 dated 2/13/89		72	8 / 2	Larry Scharringhausen	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits signed by beneficiary)
540 Meyer Road	03-11-401-014	LaSalle Bank National Association, Successor Trustee to First United Trust Co. as Trustee under Trust No. 10280 dated 2/13/89		73	8 / 3	Larry Scharringhausen	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits signed by beneficiary)
540 Meyer Road	03-11-401-015	LaSalle Bank National Association, Successor Trustee to First United Trust Co. as Trustee under Trust No. 10280 dated 2/13/89		74	8 / 4	Larry Scharringhausen	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits signed by beneficiary)
540 Meyer Road	03-11-401-016	LaSalle Bank National Association, Successor Trustee to First United Trust Co. as Trustee under Trust No. 10280 dated 2/13/89		75	8 / 5	Larry Scharringhausen	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits signed by beneficiary)
540 Meyer Road	03-11-401-017	LaSalle Bank National Association, Successor Trustee to First United Trust Co. as Trustee under Trust No. 10280 dated 2/13/89		76	8 / 6	Larry Scharringhausen	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits signed by beneficiary)

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
508 Meyer Road	03-11-401-018	Leonard E. Vinyard Living Trust dated 8/9/99		77	8 / 8	Leonard Vinyard	Y	
500 N. Meyer Road	03-11-401-019	Walter F. Kryczka		78	10 / 12	Walter F. Kryczka	Y	
211 Beeline Road (Unit 14)	03-11-401-020	Roland Metaj		79	7 / 11	Roland Metaj	Y	
211 Beeline Drive (Unit 13)	03-11-401-021	Anthony Lasorso		80	7 / 10	Tony LaSorso	Y	Benefit of the doubt given that it is a proper signature
211 Beeline Drive (Unit 12)	03-11-401-022	Parkway Bank and Trust Company as Trustee under Trust Agreement dated January 3, 1987 and known as Trust Number 7060		81	7 / 13	David R. Heidner	N	Not trustee of land trust – No trustee stamp on objection petition (Dwyer admits signed by beneficiary)
211 Beeline Drive (Unit 11)	03-11-401-023	Shirley Ann Oddo, Trustee of the Shirley Ann Oddo Declaration of Trust		82	7 / 15	S. Oddo (Trustee)	Y	Benefit of the doubt given that "S" stands for "Shirley"
211 Beeline Drive (Unit 10)	03-11-401-024	Parkway Bank and Trust Company, its successor or successors, as Trustee under the provisions of a trust agreement dated the 9th day of November 1982, known as Trust Number 6269		83	7 / 16	Lisa A. Oddo	N	Not trustee of land trust – No trustee stamp on objection petition (Dwyer admits signed by beneficiary)
211 Beeline Drive (Unit 9)	03-11-401-025	Mark A. Dupere		84	7 / 9	Mark Dupere	Y	
211 Beeline Drive (Unit 8)	03-11-401-026	211 Beeline, LLC	Manager - MPZ Masonry, Inc. President/Secretary - Margaret Pawlik	85				

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
211 Beeline Drive (Unit 7)	03-11-401-027	Parkway Bank & Trust Company, as Trustee under the provisions of a Trust Agreement dated the 25 <sup>th</sup> day of June, 1991, and known as Trust Number 10058		86	7 / 12	David R. Heidner	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits signed by beneficiary)
211 Beeline Drive (Unit 6)	03-11-401-028	JMW Real Estate Investment Co.		87		John Woodward	Y	Benefit of the doubt given that John Woodward is the President
211 Beeline Drive (Unit 5)	03-11-401-029	Ursula Mirovaliev and Stoyan Mirovaliev, Co-Trustees of the Ursula Mirovaliev Trust dated March 31, 1994		88				
211 Beeline Drive (Unit 4)	03-11-401-030	Kevin P. Cox and Sharon A. Cox		89 and 90	7 / 5	Kevin Cox (although hard to read)	Y (89 only)	Benefit of the doubt given that the signature is that of Kevin Cox
211 Beeline Drive (Unit 3)	03-11-401-031	Kevin Cox		91	7 / 4	Kevin Cox (although hard to read)	Y	Benefit of the doubt given that the signature is that of Kevin Cox
211 Beeline Drive (Unit 2)	03-11-401-032	Mark C. Rosal		92	7 / 14	Mark C. Rosal	Y	
211 Beeline Drive (Unit 1)	03-11-401-033	Tomasz D. Augustynska and Marta M. Augustynska		93 and 94	7 / 1	Tomasz D. Augustynska	Y (93 only)	
558 Meyer Road	03-11-401-034	Thomas M. Morgan and Kathleen K. Morgan		95 and 96	1 / 15	Thomas Morgan	Y (95 only)	
552 Meyer Road	03-11-401-035	Glenview State Bank, as Trustee under the provisions of a trust agreement dated the 1 <sup>st</sup> day of October 1976, known as Trust Number 1361		97	10 / 1	Cannot read signature, but not signed as trustee	N	Not the trustee of the land trust – No trustee stamp on objection petition
529 Thomas Drive	03-11-401-036	529 Thomas LLC Manager – John Runzel		98				

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
212 Foster Avenue (540 Meyer Road)	03-11-401-037	LaSalle Bank National Association, Successor Trustee to First United Trust Co. as Trustee under Trust No. 10280 dated 2/13/89		99		Larry Scharringhausen	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits signed by beneficiary)
592 Meyer Road	03-11-401-038	Edward H. Sowin, as Trustee of the Edward H. Sowin Rev. Trust dated 6-6-95		100	10 / 8	Edward H. Sowin	Y	Address on objection petition says "585", but no such address exists
582 Meyer Road	03-11-401-039	Florence S. Morgan, as Trustee of the Florence S. Morgan Rev. Trust dated 6/29/95		101	1 / 16	Thomas Morgan	Y	Documentation submitted to prove co-trustee
573 Meyer Road	03-11-402-001	Mid City National Bank of Chicago as Trustee under Trust Agreement dated March 12, 1980, and known as Trust No. 1513		102	3 / 1	George J. Schmid	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits not signed by trustee)
573 Meyer Road	03-11-402-002	Mid City National Bank of Chicago as Trustee under Trust Agreement dated March 12, 1980, and known as Trust No. 1513		103	3 / 2	George J. Schmid	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits not signed by trustee)
557 Meyer Road	03-11-402-003	Mid City National Bank of Chicago as Trustee under Trust Agreement dated March 12, 1980, and known as Trust No. 1513		104	3 / 3	George J. Schmid	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits not signed by trustee)
549 Meyer Road	03-11-402-004	Mid City National Bank of Chicago as Trustee U/TA dated 3/12/80 and known as Trust Number 1513		105	3 / 4	George J. Schmid	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits not signed by trustee)

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
533 Meyer Road	03-11-402-005	The Mid-City National Bank of Chicago, as Trustee under the provisions of a certain Trust Agreement dated the 12 <sup>th</sup> day of March, 1980 and known as Trust Number 1513		106	3 / 5	George J. Schmid	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits not signed by trustee)
533 Meyer Road	03-11-402-006	The Mid-City National Bank of Chicago, as Trustee under the provisions of a certain Trust Agreement dated the 12 <sup>th</sup> day of March, 1980 and known as Trust Number 1513		107	3 / 6	George J. Schmid	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits not signed by trustee)
525 Meyer Road	03-11-402-007	The Mid-City National Bank of Chicago, as Trustee under the provisions of a certain Trust Agreement dated the 12 <sup>th</sup> day of March, 1980 and known as Trust Number 1513		108	3 / 7	George J. Schmid	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits not signed by trustee)
517 Meyer Road	03-11-402-008	Dedran Skulic and Novela Skulic			109 and 110			
157 Beeline Drive	03-11-402-009	Vedran Skulic			111	7 / 2	Vedran Skulic	Y
159 Beeline Drive	03-11-402-010	Vedran Skulic			112	7 / 3	Vedran Skulic	Y
143 Beeline Drive	03-11-402-015	Edwin Hoffman			113			
133 Beeline Drive	03-11-402-019	133 Corp.	President - Douglas P. Van Hooser Secretary - Kirk N. Van Hooser	114	7 / 6	Signature appears to be the same as for 211 Beeline Drive (Units 4 and 5) – Owner 89	N	If the same signature as for 89, not one of the corporate officers. If a proper signature, (a "Van Hooser"), then 89 doesn't count.

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
133 Beeline Drive	03-11-402-020	133 Corp.	President - Douglas P. Van Hooser Secretary - Kirk N. Van Hooser	115	7 / 7	Signature appears to be the same as for 211 Beeline Drive (Units 4 and 5) – Owner 89	N	If the same signature as for 89, not one of the corporate officers. If a proper signature, (a "Van Hooser"), then 89 doesn't count.
514-554 York Road	03-11-402-021	Chicago Title Land Trust Compan, as Trustee under the provisions of a certain Trust Agreement dated January 20, 2000 and known as Trust Number 1108013		116				
500 N. York Road	03-11-402-029	VNM, LLC Designated Series I	Manager - George Sanfratello and Josephine Sanfratello	117				
155-157 Beeline Drive	03-11-402-031	John Morawa and Jane Morawa		118 and 119	1 / 2	John Morawa	Y (118 only)	
290 Foster Avenue	03-11-403-002	RREEF America REIT II Corp. D.	President - Timothy K. Gonzalez Secretary - Julie Ackerman	120				
483-489 Thomas Drive	03-11-403-003	RREEF America REIT II Corp. D.	President - Timothy K. Gonzalez Secretary - Julie Ackerman	121				
480 Meyer Road	03-11-403-004	Harris Trust and Savings Bank as Trustee under the provisions of a Trust Agreement dated the 21 <sup>st</sup> day of October 1985, and known as Trust Number 43367		122	1 / 1	John D. Kaufman	N	Not the trustee of the land trust – No trustee stamp on objection petition (Dwyer admits not the trustee's signature)
600 Eagle Drive	03-11-403-018	Security Capital Industrial Trust		123				
600 Eagle Drive	03-11-403-020	Security Capital Industrial Trust		124				

Property Address (all Bensenville 60106)	P.I.N.	Owner of Record	Corporate/Secretary - LLC/Manager	Owner Number	Objection Page/Line	Person Signing Petition	Valid Objection	Comment Relative to Signature
477 Thomas Drive	03-11-403-040	Northern Trust Bank / O'Hare, N.A., as Trustee under the provisions of a Trust Agreement dated the 20 <sup>th</sup> day of November, 1986, known as Trust Number 86L1522		125				
455-475 Thomas Drive	03-11-403-042	Anita Rackow as Trustee of the Anita Rackow Trust dated December 23, 1993		126	8 / 11	Mario Rackow	Y	Benefit of the doubt given that Mario Rackow is a co-trustee
425 Meyer Road	03-11-404-001	Cabot Acquisition, LLC	Manager - RREEF America REIT Corp. VVV 64270184	127				
400-440 York Road	03-11-404-025	Sub-Op Fund II, L.P.		128				
799 Eagle Drive	03-11-316-028	50% undivided interest to Fred Kovacs and Monika Kovacs Rev. Liv. Trust, Dated September 22, 2001, 50% Undivided Interest to Werner Harrer		129 and 130	10 / 14	Fred Kovacs	Y (129 only)	
796 Maple Lane	03-11-316-034	LaSalle Bank, N.A., successor trustee, as trustee under trust agreement dated 9/20/79 and known as Trust #79-290		131	1 / 13	Stanley W. Piecko	N	Not trustee of land trust – No trustee stamp on objection petition (Dwyer admits signed by beneficiary)
		<b>TOTALS</b>		131			51	

**NOTES:**

1. Pursuant to *Ciacco v. City of Elgin*, 85 Ill.App.3d 507, 407 N.E.2d 108 (2d Dist. – 1980), the trustee of the land trust must sign the objection for it to be a valid objection.
2. Ownership is as of the date of the public hearing (October 14, 2010).
3. No additional or corrected signatures can be submitted after the running of the sixty (60) day objection period (December 13, 2010).
4. Need 67 owner signatures to have 51% of owners, as 51% of 131 is 66.81.

**VILLAGE OF BENSENVILLE**  
**SSA #9 OBJECTION PETITION ANALYSIS PROCESS**

1. **December 7, 2010** - Objection Petition received by the Village (within the 60 days, which expired on December 13, 2010).
2. **December 17, 2010** - Initial Objection Petition Analysis, along with a copy of the Objection Petition, and a notice setting forth the process for providing the Village with comments on, and further information in regard to, the Objection Petition and the Objection Petition Analysis, sent to:
  - A. The Objection Petition Circulators;
  - B. The taxpayers of record within SSA #9; and
  - C. Each address within SSA #9.

The cut-off date for submitting comments/further information was established as January 12, 2011.

3. **January 10, 2011** - Correspondence received from Tim Dwyer, an attorney representing a number of the objectors, requesting until January 19, 2011 to submit additional comments and information, which was granted by the Village.
4. **January 12, 2011** - Village staff was available at the Village Hall to personally accept additional comments and information, relative to the Objection Petition and the Objection Petition Analysis, from 7:30 a.m. until 10:00 p.m.
5. **January 18, 2011** - Correspondence received from Tim Dwyer, requesting until February 1, 2011 to submit additional comments and information, which was granted by the Village.
6. **January 31, 2011** - Notice sent out, in light of the request for additional time by Tim Dwyer, revising the timetable for the Village's decision-making process relative to the Objection Petition, and for providing an Updated Objection Petition Analysis. The notice was sent to:
  - A. The Objection Petition Circulators;
  - B. The taxpayers of record within SSA #9;
  - C. Each address within SSA #9; and
  - D. Attorney Tim Dwyer.

7. **February 1, 2011** - Call received from Tim Dwyer requesting a further extension of time, until February 4, 2011, to submit additional comments and information, which was granted by the Village.
8. **February 4, 2011** - Correspondence received from Tim Dwyer with additional comments and information in regard to the Objection Petition and the Objection Petition Analysis.
9. **February 11, 2011** - Updated Objection Petition Analysis, in two (2) versions, one based on an owner of record count that counts an owner of record of more than one (1) parcel of property as one (1) owner of record, and one based upon an owner of record count that counts the owner of each parcel of property as an owner of record, even if said owner owns other parcels of property, along with a notice of the opportunity to provide further comments relative to the Objection Petition and the Updated Objection Petition Analysis before the Village Board on February 22, 2011, and the Village Board's intent to take final action relative to the Objection Petition at the March 8, 2011 Village Board Meeting, is sent out to:
  - A. The Objection Petition Circulators;
  - B. The taxpayers of record within SSA #9;
  - C. Each address within SSA #9; and
  - D. Attorney Tim Dwyer.
10. The purpose of tonight's hearing is to receive any further comments relative to the Objection Petition or the Updated Objection Petition Analysis. After receiving further comments tonight, the Village Board will not take any action relative to the Objection Petition and proposed Special Service Area #9 until the March 8, 2011 Village Board meeting.

TYPE: Resolution SUBMITTED BY: J. Caracci DATE: 02/16/2011

DESCRIPTION: Resolution to adopt the DuPage County Natural Hazards Mitigation Plan.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

COMMITTEE ACTION: Unanimously recommended by I&E DATE: 02/15/2011

**BACKGROUND**

The DuPage County Natural Hazards Mitigation Plan identifies activities that can be undertaken by both the public and the private sectors to reduce safety hazards, health hazards, and property damage caused by natural hazards. The Plan was developed by the DuPage County Hazard Mitigation Workgroup which was formed in May 2006, comprising of municipalities, fire protection districts, County agencies, and departments and interested colleges. The purpose of the plan is to address the potential impacts of and mitigation opportunities for natural hazards afflicting DuPage County and to ensure eligibility for federal pre-disaster and post-disaster mitigation funds (Hazard Mitigation Grant Program, Pre-Disaster Mitigation Program & Flood Mitigation Assistance), all at 75% federal to 25% state/local share.

**KEY ISSUES:**

The Village participated in the development of the DuPage County Natural Hazards Mitigation Plan back in 2006 and 2007, but has not yet formally adopted the plan. Approval of this Plan qualifies the Village of Bensenville for Federal funding for events under FEMA guidelines. As part of the plan, the Village agrees to pursue a number of action items aimed at reviewing the Village's options and programs to protect residents and reduce damage from hazards. As part of the formal adoption, the Director of Public Works is appointed as the Village's representative to serve on the DuPage County Natural Hazards Mitigation Workgroup, which meets annually to update the plan.

**RECOMMENDATION:**

Staff recommends the approval of a resolution to adopt the DuPage County Natural Hazards Mitigation Plan. Once approved, our commitment will be forwarded on to Illinois Emergency Management Agency (IEMA) and DuPage Office of Emergency Management (OEM) for formal inclusion.

**BUDGET IMPACT:** No fiscal impact to the Village

**ACTION REQUIRED:** Motion to approve a Resolution to Adopt the DuPage County Natural Hazards Mitigation Plan.

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

**A RESOLUTION PROVIDING FOR THE ADOPTION OF  
THE DUPAGE COUNTY NATURAL HAZARDS MITIGATION PLAN**

**WHEREAS**, the Village of Bensenville is subject to natural hazards, such as, floods, severe summer and winter storms, tornadoes, extreme heat events; and

**WHEREAS**, natural hazards can damage property, close businesses, disrupt traffic, can threaten lives, and present public health and safety hazards; and

**WHEREAS**, the DuPage County Natural Hazards Mitigation Workgroup has prepared a recommended *DuPage County Natural Hazards Mitigation Plan* that reviews the City's options to protect people and reduce damage from the hazards; and

**WHEREAS**, the Village is cognizant of the contents of the *DuPage County Natural Hazards Mitigation Plan*; and

**WHEREAS**, the recommended *DuPage County Natural Hazards Mitigation Plan* has been presented for review by residents, federal, state and regional agencies; and

**WHEREAS**, adoption of the *DuPage County Natural Hazards Mitigation Plan* will allow the Village to participate in grant funding opportunities as they are related to natural hazards mitigation affecting the Village and its residents.

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

**SECTION 2:** The *DuPage County Natural Hazards Mitigation Plan, October 2007*, is hereby adopted as an official plan of the Village of Bensenville.

**SECTION 3:** Joseph Caracci, Director Public Works, or other staff as designated by the Village Manager, shall be appointed as the Village of Bensenville representative on the DuPage County Natural Hazards Mitigation Workgroup. The offices charged by the Village Manager with implementation of action items as outlined in the Mitigation Plan shall keep the representative advised of their progress and recommendations.

**SECTION 4:** That all orders, resolutions and ordinances, and parts thereof, in conflict herewith be and the same are hereby repealed, and that this Resolution be in full force and effect immediately upon its adoption.

**SECTION 5:** That the Clerk shall mail a certified copy of this Resolution to: David Bunge, DuPage County Office of Homeland Security and Emergency Management, 421 N. County Farm Road, Wheaton, IL 60187; IEMA, 2200 S. Dirksen Parkway, Springfield, IL 62703; and FEMA, Region V, 536 S. Clark Street, 6<sup>th</sup> Floor, Chicago, IL 60605.

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

APPROVED:

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Frank Soto, Village President

ATTEST:

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JoEllen Ridder, Village Clerk

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

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

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

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## Village of Bensenville Department of Public Works

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

Memorandum 2011-03

Date: February 1, 2011  
To: Mike Cassady, Village Manager  
From: Joe Caracci, Director of Public Works  
Subject: DuPage County Natural Hazards Mitigation Plan Adoption

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The DuPage County Natural Hazards Mitigation Plan identifies activities that can be undertaken by both the public and the private sectors to reduce safety hazards, health hazards, and property damage caused by natural hazards. The Plan was developed by the DuPage County Hazard Mitigation Workgroup which was formed in May 2006, comprising of municipalities, fire protection districts, County agencies, and departments and interested colleges.

The purpose of the plan is basically two-fold:

- To address the potential impacts of and mitigation opportunities for natural hazards afflicting DuPage County (floods, severe winter/summer storms, tornados, extreme temperatures, microbursts, hail, drought, earthquakes).
- To ensure eligibility for federal pre-disaster and post-disaster mitigation funds (Hazard Mitigation Grant Program, Pre-Disaster Mitigation Program & Flood Mitigation Assistance), all at 75% federal to 25% state/local share.

The Plan is broken down into identification of hazards, goals and guidelines established by the Workgroup, and six mitigation strategies. Some of the mitigation strategies include:

- Property Protection: flood insurance, and relocate or retrofit buildings
- Prevention: building & zoning codes, wetlands protection, forestry programs
- Structural Projects: stormwater basins and channel maintenance
- Emergency Services: warning & evacuation systems, sandbagging
- Public Information: outreach & technical assistance

To give a flavor of what is proposed in these strategies, I have pulled out a few notable recommendations from the plan that include:

- On a regional basis, municipal and County code enforcement staff should work together to develop building code language to strengthen new buildings against damage by high winds, tornados and hail. (Sec. 4-13 #3a)
- Encourage all property owners to determine if they are adequately insured for natural hazards. (Sec 5.7 #10)
- Develop a standard checklist to evaluate a property's exposure to damage from the hazards most prevalent in DuPage County. Provide the checklist to each agency participating in this planning process and make it available to the general public. (Sec. 5.7 #12)
- Each public entity should evaluate its own properties using the standard checklist. Place a priority on determining critical facilities' vulnerability to damage and whether public properties are adequately insured. (Sec. 5.7 #13)
- Conduct annual emergency response training exercises. Look for multi-jurisdictional training opportunities. (Sec. 7.8 #8)
- Cover the following safety topics in public information activities: during thunderstorms and lightning, during winter storms, tornado safety precautions, and emergency protection measures. (Sec. 8.7#1a)

*Note: grant funds are not conditioned on completing action items. Rather, adoption of the Plan shows FEMA the communities' intent to enhance current mitigation efforts.*

I have attached a copy of the Executive Summary as a reference. Complete copies of the plan can be provided upon request (The Plan is a 206 page document).

It has come to my attention that this Plan was never adopted in Bensenville after the County adopted the Plan in 2007. At this time, I recommend that the Village Board consider adoption of the DuPage County Natural Hazards Mitigation Plan. There is no fiscal impact to the Village. In fact, eligibility for certain federal disaster mitigation grants depends on having such a plan. I have prepared a Resolution adopting the plan.

In an ongoing effort to stay current with County programs, we will assign staff to serve on the DuPage County Natural Hazards Mitigation Workgroup that will meet at least annually and will update the Plan at least every five years. The Workgroup may pursue other action items of minor cost to the Village beyond staff time.

Enc. Resolution  
Executive Summary  
FAQs

# Executive Summary

## Overview

The *DuPage County Natural Hazards Mitigation Plan* identifies activities that can be undertaken by both the public and the private sectors to reduce safety hazards, health hazards, and property damage caused by natural hazards. The *Plan* focuses on the identified major natural hazards facing DuPage County: floods, severe summer storms, winter storms, tornadoes, extreme heat events, and earthquakes. The most recent natural disasters in DuPage County, Illinois were winter storms in 1999 and 2001, and flooding in 1987 and 1996. These disasters impacted people, property owners and businesses in the County.

This *Plan* fulfills the federal mitigation planning requirements of Section 104 of the Disaster Mitigation Act of 2000 (42 USC 5165) and 44 CFR (Code of Federal Regulations) Part 201 for funding under the Federal Emergency Management Agency's (FEMA) Pre-Disaster Mitigation Program and the Hazard Mitigation Grant Program. This *Plan* also meets the requirements of Stafford Act (42 USC 5165) and 44 CFR Part 78.5 for FEMA's Flood Mitigation Assistance Program, and is eligible for credit under the FEMA National Flood Insurance Program's Community Rating System.

This *Plan* was prepared by the DuPage County Natural Hazards Mitigation Workgroup, created by a resolution of the DuPage County Board on September 3, 2004. The Workgroup's members include representatives of County offices, interested municipalities, agencies, and institutions.

DuPage County, and the natural hazards that can impact the County, have been assessed in Chapters 1 and 2. Goals and guidelines established by the Workgroup are the focus of Chapter 3. Six mitigation strategies are the subjects of Chapters 4 – 8:

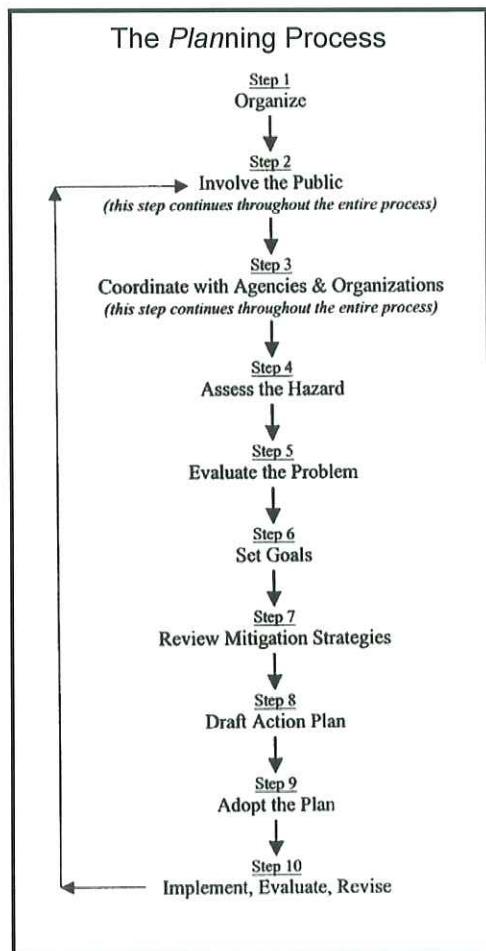
- Preventive
- Property protection
- Structural projects
- Emergency services
- Public information

These mitigation strategies were examined to identify current mitigation efforts being implemented throughout the County, to identify additional efforts that can be undertaken, and to make recommendations for future actions. Chapter 9 presents the Action Plan for implementation of this *Plan*. The Action Plan contains specific action items taken from the *Plan*'s numerous recommendations. The Action Plan also includes items for plan maintenance.

## 1. Introduction

DuPage County is located 20 miles west of Chicago in northeastern Illinois. The County Seat is Wheaton, Illinois. Political jurisdictions include nine townships and the County contains all or portions of 39 municipalities. DuPage County has a land area of approximately 334 square miles.

In 2000, DuPage County had a population of 904,161; the second most populated county in Illinois. The 2000 Census estimated that there are approximately 335,621 housing units in DuPage County. The labor force is about 492,352 people. Major employers in DuPage County include Lucent Technologies, BP America, several major hospitals, and the College of DuPage.



The Hazard Mitigation Workgroup followed a standard 10-step process, based on guidance and requirements of the FEMA. The Workgroup met eight times from May 2006 to April 2007. It reviewed the hazards and their effects on people and property, considered a variety of ways to reduce and prevent damage, and recommended the most appropriate and feasible measures for implementation. Existing plans and programs were reviewed during the planning process. It should be underscored that this *Plan* does not replace other planning efforts, such as community comprehensive plans and the DuPage County Stormwater Management Plan. This *Plan* complements those efforts.

The public was invited to participate through several concurrent means, including contact with Workgroup members and their organizations, press releases, newsletter articles, and the DuPage County website. A public meeting was held on September 26, 2007 at the DuPage County Government Complex.

Prior to the development of this *Plan*, DuPage County critical facilities were categorized and mapped by the DuPage County Office of Emergency Management and Homeland Security, municipalities, fire protection districts, and the DuPage County GIS department. Critical facilities

include hazardous materials sites, health facilities (hospitals and nursing homes), emergency response facilities (police and fire stations, public works sites), utilities, schools, places of assembly, and bridges.

## 2. Hazard Analysis

The Workgroup reviewed all potential natural hazards that could impact DuPage County, and evaluated them based on what causes them, their likelihood of occurring, and their impact on people, property, critical facilities, and the local economy. The information was based on available technical studies and reports by the participating agencies and communities on their past experiences.

Natural hazards were prioritized as floods, severe summer storms, winter storms, tornadoes, extreme heat events, and earthquakes. The following table is from Chapter 2 and it summarizes the natural hazards that are the focus of this *Plan*:

**Table 2-23**  
**Summary of DuPage County Hazards**

Hazard	Annual Chance	Impact Location	Square miles Affected	Impact on Property	Value of Vulnerable Property	Impact on Critical Facilities	Impact on Health and Safety	Economic Impact
Floods	1%	Floodplains	30.13	High	\$2.4 billion	Moderate	Moderate	High
	10%	(Local Drainage)	334	Moderate	(\$26.8 million)	Moderate	Moderate	Moderate
Severe Storms	100%	Communities	334	Moderate	\$302 million	Moderate	Moderate	Moderate
Winter Storms	100%	Countywide	334	Low	---	Low	Moderate	Moderate
Tornadoes	0.001%	Countywide	10	High	\$1.5 billion	Moderate	High	Moderate
	0.01%	Communities	5	High	\$756 million	Moderate	High	Moderate
Extreme Heat/Drought	6.7%	Countywide	334	Low	---	Low	High	Low
Earthquakes	< 1%	Countywide	334	Low	---	Low	Low	Low

## 3. Goals

The Workgroup established the following hazard mitigation goals and guidelines for the planning process:

The overall direction of this *Plan* can be summarized under the six goals established in Chapter 3:

- Goal 1. Protect the lives, health, and safety of the citizens of DuPage County from the impact and effects of natural hazards.
- Goal 2. Protect public services and critical facilities from loss of use during, and potential damage from, natural hazards events.
- Goal 3. Protect utilities and streets from the impact of natural hazards.
- Goal 4. Mitigate potential damage to buildings and structures.
- Goal 5. Ensure that new developments do not create new exposures to damage from natural hazards.
- Goal 6. Protect historic, cultural, and natural resources from the effects of natural hazards.

The eight guidelines from Chapter 3 set the direction or the strategy for the mitigation activities developed or recommended in Chapters 4 through 8. The guidelines also set the direction for the action items in this Chapter.

- Guideline 1. Focus natural hazards mitigation efforts on floods, summer storms, winter storms, tornadoes, and extreme heat.
- Guideline 2. Mitigation initiatives should focus on protecting citizens and public property.
- Guideline 3. Make people aware of the hazards they face and encourage people to take steps to protect themselves and their property.
- Guideline 4. Use available local funds, when necessary, in efforts that protect the lives, health, and safety of people from natural hazards.
- Guideline 5. Use available local funds, when necessary, to protect the public services and critical facilities from natural hazards.
- Guideline 6. Create and foster public-private partnerships to accomplish mitigation activities.
- Guideline 7. Strive to develop cost-effective mitigation projects and seek state, and federal support for mitigation efforts.
- Guideline 8. Strive to improve and expand business, infrastructure, education and housing opportunities in DuPage County in conjunction with planned mitigation efforts.

## 4. Preventive Measures

The Workgroup reviewed current preventive mitigation measures being implemented by the County and municipalities. Preventive measures protect new construction, property and natural resources from hazards and see that future development does not increase potential losses. For DuPage County, these activities include the enforcement of building codes, the enforcement of the DuPage County Countywide Stormwater and Flood Plain Ordinance, the implementation of comprehensive plans, land use plans, and zoning ordinances. DuPage County is very strong in preventive measure, though it was concluded that the County would benefit from additional enforcement of current ordinances, and better understanding of how many existing requirement protect people and property from flooding, severe storms, wind events, and earthquakes.

## 5. Property Protection

Property protection mitigation measures are used to modify buildings or property subject to existing damage. Most measures are implemented by the property owners, so appropriate government activities include public information, technical assistance and financial support. The Workgroup agreed that special attention should be given to floodplain areas and designated repetitively flooded areas. Government offices and other critical facility owners need to protect their own properties, including making sure they are adequately insured for all hazards.

## 6. Structural Projects

The Workgroup concluded that structural mitigation projects, such as the reservoirs funded and constructed through the DuPage County stormwater program, have been

effective in reducing flooding to the extent that they have been tested. Watershed planning and funding of additional structural projects, where warranted, should continue in the County. The Workgroup also recommended each community establish a formal and regular program of drainage system maintenance.

## 7. Emergency Services

Emergency management planning and coordination efforts throughout the County are generally comprehensive. Emergency operation plans are updated every two years. Numerous mutual aid agreements are in place. The County participates in several federally sponsored outreach programs that focus on preparedness of the general public and the needs of special populations, such as senior citizens. The Workgroup recommended that all communities strive to become "StormReady." Also, with developing technical capabilities, such as GIS and Reverse-911, additional warning and response measures for natural hazards can be developed.

## 8. Public Information

The Workgroup identified numerous subject areas that would benefit from a coordinated public information program, including safety and protection measures in severe weather, protecting property (self-help measures), understanding floods, and protecting our watersheds. The Workgroup recommended that a common set of public information materials be developed for use throughout DuPage County and by a range of outlets, such as newsletters, web sites, and handouts for property owners.

## 9. Action Plan

All mitigation activity recommendations from Chapters 4 – 8 were reviewed and the Workgroup created an "Action Plan" that specifies recommended activities and initiatives. The Action Plan identified who is responsible for implementing the action items, and when they are to be done. The Action Plan is included in Chapter 9 of this *Natural Hazards Mitigation Plan*. A table summarizing the action items and the responsible agencies is presented on page ES-7.

There are 19 action items. The first three action items are administrative, but very important for the continued success of hazard mitigation in DuPage County. These items call for the formal adoption of this *Plan*, the conversion of the Natural Hazards Mitigation Workgroup to a permanent advisory body, and plan maintenance procedures. Formal adoption is a requirement for recognition of the *Plan* by mitigation funding programs. The Workgroup will provide the mechanism and a vehicle for the *Plan* to be implemented, monitored, evaluated and updated. The Workgroup will also provide a means for continued public involvement. The Workgroup will report to the County Board and municipal councils and boards, annually, and a five year update to the *Plan* is required for FEMA's mitigation funding programs.

Thirteen of the action items are mitigation program items. Many are ongoing activities of stormwater management and emergency management offices and agencies. The last

two action items are public information activities. These items are aimed directly at better helping people be aware of the hazards that they face.

## **Plan Adoption**

This *Plan* serves to recommend mitigation measures for DuPage County. Adoption of this *Plan* by the DuPage County Board and the participating communities initiates the implementation of these recommendations. Adoption is also a requirement for recognition of the *Plan* by mitigation funding programs.

The adoption of this *DuPage County Natural Hazards Mitigation Plan* was done by resolution of the County Board, the city councils, and boards of trustees of each participating municipality, agency or institution. The County's resolution created the permanent Mitigation Workgroup. The municipal resolutions adopt each action item that is pertinent to the community and assigns a person responsible for it. With adoption, the County and each municipality, agency or institution are individually eligible to apply for FEMA mitigation grant funding.

## **Summary**

This *Plan* was developed by the Hazard Mitigation Workgroup as a multi-jurisdictional plan to meet federal mitigation planning requirements. The *Plan* examines natural hazards facing DuPage County, establishes mitigation goals, evaluates existing mitigation activities throughout the County, and recommends additional mitigation steps that are appropriate to protect people, property and other assets of DuPage County. This *Plan* provides the County, its municipalities, and other participating agencies and institutions with direction for enhancing current mitigation efforts. This *Plan* was adopted by resolution by the County and each participating municipality, agency and institution, as appropriate to each jurisdiction. This *Plan* will be implemented and maintained through both countywide and individual initiatives, as funding and resources become available.

Action Items, Responsible Agencies and Deadlines	
Responsible Agency:	
DuPage County	
County Board	X
Stormwater Management	X
Homeland Security	X
Building Department	X
GIS	
<b>Municipalities*</b>	
City Councils/Village Board	X
Workgroup Representative	X
Stormwater Admin & NFIP Coord.	
Emergency Management	X
Building Department	X
Public Works	X
<b>Fire Protection Districts</b>	
Board	X
Staff	
<b>Colleges and Schools</b>	
Board	X
Staff	
<b>Other Agencies</b>	
Deadline for first product (months)	X

\*Involved municipalities are shown in Table 1-2 on page 1-7 of the Plan.

## DuPage County Natural Hazards Mitigation Plan

### Mitigation Plan Frequently Asked Questions (Mitigation Plan FAQs) Updated September 4, 2007

#### **1. What is the *DuPage County Natural Hazard Mitigation Plan*?**

The *DuPage County Natural Hazard Mitigation Plan* is a multi-hazard mitigation plan that addresses natural hazards that may impact DuPage County. It is considered to be a multi-jurisdictional plan.

#### **2. What is hazard mitigation?**

Hazard mitigation is defined as any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event. Examples of hazard mitigation include flood control projects, storm warning systems, and building codes.

#### **3. Why was the *Plan* developed?**

The *Plan* was developed to fulfill the federal mitigation planning requirements of Section 104 of the Disaster Mitigation Act of 2000 and the Stafford Act for funding under the following Federal Emergency Management Agency (FEMA) mitigation programs:

- Pre-Disaster Mitigation Program (PDM)
- Hazard Mitigation Grant Program (HMGP)
- Flood Mitigation Assistance Program (FMA)

This *Plan* is also eligible for credit under the FEMA National Flood Insurance Program's Community Rating System.

#### **4. What does the *Plan* address?**

The *Plan* identifies activities that can be undertaken by both the public and the private sectors to reduce safety hazards, health hazards, and property damage caused by natural hazards. The *Plan* focuses on the identified major natural hazards facing DuPage County: floods, severe summer storms, winter storms, tornadoes, extreme heat events, and earthquakes.

#### **5. Who developed the *Mitigation Plan*?**

The *Plan* was prepared by the DuPage County Natural Hazards Mitigation Workgroup. The Workgroup's members include representatives of County offices, interested municipalities, agencies, and institutions.

#### **6. The *Plan* is considered is multi-jurisdictional. Is this the same as "countywide"?**

No, the *Plan* is not a countywide plan like the DuPage County Stormwater Management Plan. FEMA allows for the multi-jurisdictional development of hazard mitigation plans. Each government agency will adopt and implement the *Plan* for its own purposes. The County Board adoption of the *Plan* will be for the unincorporated areas of the County. Each municipality must adopt and implement the *Plan* for their own purposes.

**7. Have we met the FEMA mitigation planning requirements?**

Yes. All FEMA planning requirements will be met when a public meeting has been held and when the *Plan* has been adopted by the County and the participating municipalities.

**8. What is the status of the *Plan*?**

The Workgroup reviewed the draft *Plan* at their February 2007 meeting and recommended that the draft *Plan* be brought to the DuPage County Stormwater Committee for consideration. At their May 2, 2007 meeting, DuPage County Stormwater Committee approved of the draft *Plan* for submission to FEMA for review. The draft *Plan* was sent to the Illinois Emergency Management Agency (IEMA) and forwarded to FEMA Region V in Chicago. FEMA has completed their review of the *Plan*. The *Plan* has been approved by FEMA on the condition that a public meeting is held and that the *Plan* be adopted by the County and the participating municipalities.

**9. What are the next steps?**

A public meeting will be held at DuPage County on September 26, 2007 to review the *Plan*. When public comments have been considered, the *Plan* will be finalized and sent to the participating municipalities, agencies, and institutions for adoption.

**10. How do we adopt the *Plan*?**

By resolution. A sample resolution has been provided to the Workgroup members. The resolution will state which action items in the Action Plan (Chapter 9) the community will work to implement and the name of the responsible person or office.

**11. What do we do after our community has adopted the *Plan*?**

Send a copy of the adoption resolution to IEMA and FEMA Region V. Then consider mitigation grant opportunities.

**12. Who will implement the *Plan*?**

Each municipality, agency and institution that adopts the *Plan* will implement the *Plan*, according to the resolution passed. Ideally, there will be some joint efforts through the Mitigation Workgroup, the municipal engineers group, or the Local Emergency Managers Coordination group in DuPage County to implement mitigation actions. An example of a joint effort may be the development of common public information materials.

**13. What does Chapter 9, the Action Plan, represent to the communities who adopt the *Plan*, and what does it represent to FEMA?**

To the communities and FEMA, the Action Plan represents the direction of hazard mitigation in DuPage County. A number of action items are ongoing mitigation activities. Other action items are mitigation activities that should be considered and undertaken as resources and funding becomes available.

Again, the purpose of the *Plan* is to be eligible for FEMA mitigation grant funds. The funding and implementation of action items and other recommendations may be dependant on the receipt of grant funds.

**14. What if action items are not implemented?**

The *Plan* or community eligibility is never lost if action items are not implemented or accomplished. The annual report and five-year update are used to report progress and obstacles to implementation.

**15. What if our community would like to undertake a recommendation or pursue a grant for a project that was not included in the Action Plan?**

No problem. Communities can add action items to the Action Plan as they see fit, act on other recommendations, and formulate projects based on the recommendations.

**16. What if we don't adopt the *Plan*?**

Then your community will not be eligible for hazard mitigation grant funds from FEMA programs.

**17. If we don't adopt the *Plan* will our community be eligible for IEMA/FEMA disaster assistance following a disaster declaration for DuPage County?**

Yes. This *Plan* is for the mitigation grant purposes. It is not tied to disaster assistance. Recognize that often mitigation projects come to light following a disaster. It is prudent to have an adopted mitigation plan.

**18. What are the types of mitigation grants available?**

Planning grants and project grants. Examples of mitigation planning grants would be for the study of repetitive flood loss areas, or the evaluation of critical facilities to determine if they are disaster resistant. Examples of mitigation project grants would be for floodplain property acquisitions, or construction of a tornado shelter at a senior care facility. All plans and projects are funded 75 percent by FEMA and 25 percent by the community or state agencies.

**19. How do we apply for a mitigation grant?**

PDM, HMGP, and FMA grants are applied for through the IEMA. An online “eGrant” application is used. Communities can contact Ron Davis, the State Hazard Mitigation Officer at IEMA, at 217/782-8719 for more information.

**20. What is the FEMA web site for hazard mitigation grants?**

Links to more information about FEMA mitigation grant programs can be found at:  
<http://www.fema.gov/about/divisions/mitigation/mitigation.shtm>

Also, visit IEMA’s web site at:  
<http://www.state.il.us/iema/planning/planning.htm>

**21. How can I learn more about the Community Rating System (CRS)?**

Information on the CRS can be found at FEMA’s web site:  
<http://www.fema.gov/business/nfip/crs.shtm>

**TYPE:** Resolution

**SUBMITTED BY:** J. Caracci

**DATE:** 02/16/2011

**DESCRIPTION:** Resolution to approve a contract with Bollinger, Lach and Associates to perform engineering design services for the Jefferson Street Sidewalk Project

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:** Unanimously recommended by I&E

**DATE:** 02/15/2011

**BACKGROUND**

In January 2009, the Village applied for a Congestion Mitigation and Air Quality (CMAQ) grant for sidewalk improvements along Jefferson Street between York Road and Evergreen Street. The improvements include the addition of additional and replacement of 3,200 linear feet of new sidewalk along both the north and south sides of Jefferson Street and ADA detectable warning tiles and ramps. The project cost is estimated at \$324,000, which includes both construction and engineering. The Chicago Metropolitan Agency for Planning (CMAP) Board informed the Village that they have included this project in their FY2011 program. The Federal grant portion of the project totals 80% or \$259,200 and the Village share would equal \$64,800 (20%). As this project falls within Federal guidelines, the Village must act swiftly in securing and performing the necessary engineering and submit our pre-final plans to IDOT in May in order to secure a September 2010 letting.

**KEY ISSUES:**

Bollinger, Lach & Associates was one of three firms asked to submit proposals for engineering services associated with the design of the Jefferson Sidewalk Project funded partially through a CMAQ grant. Timing is of the essence on this project in order to maintain the federal funding share of the construction and engineering costs. Bollinger, Lach & Associates proposes to perform the necessary sidewalk design and coordination for \$14,900.00.

Bollinger, Lach & Associates	\$14,900
ESI Consultants, Ltd.	\$26,732
CBBEL	\$25,362

**RECOMMENDATION:**

Staff recommends approval of the contract proposed by Bollinger, Lach & Associates of Itasca, IL to perform the sidewalk design for the Jefferson Street Sidewalk Project.

**BUDGET IMPACT:**

This is a budgeted item for FY 11.

**ACTION REQUIRED:**

A motion to approve a Resolution authorizing the Village Manager to execute a purchase order and other associated documents to Bollinger, Lach & Associates of Itasca, IL for sidewalk design for the Jefferson Street Sidewalk Project.

**Resolution No.**

**Authorizing the Execution of a Purchase Order and Contract for engineering design services for sidewalk improvements on Jefferson Street to Bollinger, Lach & Associates**

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 Bollinger, Lach & Associates, Inc. of Itasca, IL for engineering designs services for sidewalk improvements on Jefferson Street between York Road and Evergreen Street for an amount of \$14,900.00.

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

APPROVED:

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Frank Soto  
Village President

ATTEST:

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JoEllen Ridder  
Village Clerk

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

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

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

## Jefferson Street Sidewalk Improvements



Project ID	Sponsor	Description	\$/Kilogram VOC Eliminated	Daily VOC Eliminated (Kilograms)	Phase/Year	Fiscal Year	CMAQ Funding
13-10-0009	IEPA	Northeastern Illinois Public Information and Education Campaign for Clean Air	\$162	470,284	Total Funding: IMP	2010	\$1,100,000
					IMP	2011	\$550,000
<b>Pedestrian</b>							
01-05-0001	CDOT	"Safe Routes to HIGH SCHOOLS" - Citywide	\$114	0.901	Total Funding: IMP	2010	\$100,000
					ENG-2	2010	\$192,000
01-06-0005	CDOT	"Walk-to-Transit" Series 2 (Ped improvements near 5 CTA Stations)	\$93	1.087	Total Funding: IMP	2011	\$0
					ENG-2	2011	\$160,000
02-10-0004	Glenview	South Greenwood Rd sidewalks from Linneman St to Glenview Rd	\$447	0.027	Total Funding: CONST	2012	\$688,000
06-10-0002	Worth	Southwest Highway/IL 7 Sidewalks - 76th Ave to IL 43/Harlem Ave	\$1,354	0.021	Total Funding: CONST	2010	\$107,680
07-10-0002	Oak Forest	158th St and 155th St Sidewalk Project between Laramie Ave and Cicero Ave	\$1,085	0.019	Total Funding: CONST	2010	\$275,000
08-10-0002	Bensenville	Jefferson St Sidewalk Improvements Evergreen St to York Rd	\$981	0.028	Total Funding: ENG-2	2010	\$252,800
10-10-0005	Round Lake Park	IL 134/Main Street Sidewalk Project from west village limit to east village limit	\$1,534	0.019	Total Funding: CONST	2011	\$22,200
					ENG-2	2010	\$237,600
					ENG-1	2009	\$7,000
					ENG-2	2010	\$0
					CONST	2011	\$261,000
<b>Signal Interconnect</b>							
02-08-0005	Evanston	Sheridan Rd from Central St to Chicago Ave	\$1,305	0.135	Total Funding: CONST	2011	\$674,000
07-10-0003	IDOT	Lincoln Highway from Chicago Rd to State St	\$485	0.221	Total Funding: CONST	2010	\$408,000

TYPE: Ordinance SUBMITTED BY: S. Viger DATE: 02.16.11

**DESCRIPTION:**

The Bensenville Park District has requested a rezoning of four subdivided lots located at 654 East Jefferson Street (abutting the Redmond Recreation Complex and directly across the street from the Village's Public Works Complex) from RS – 1 Low Density Single family to RS – 5 High Density Single Family.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

COMMITTEE ACTION: Community & Economic Development

DATE: 02.15.11

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**BACKGROUND:**

The Bensenville Park District owns the four lots on the south side of East Jefferson Street. The lots were rezoned to RS – 1(16,000 Sq.Ft. lot minimum) by virtue of the adoption of the 1993 Zoning Map. The District is seeking to return the lots to a zoning classification similar to the abutting single family lots along Jefferson Street. Such a rezoning would facilitate a sale of the properties should the District decide to dispose of the properties. The RS – 5 District allows single family detached lots of 6,000 Sq. Ft. The four lots are each 50 x 144.41 and 7,220 Sq. Ft. in area.

**KEY ISSUES:**

The conformity of the proposed rezoning with the Village's Comprehensive Plan and the compatibility with the surrounding properties. The Staff Report reviews the Zoning Ordinance's approval criteria the rezoning of property. As noted in the staff report the property in question is impacted by a regulatory floodway which renders a large portion of the property unbuildable. The Park District would need to work with the Village and other regulatory agencies to ultimately determine the extent of developable area.

**ALTERNATIVES:**

Approve the rezoning as requested.

Deny the rezoning.

Remand the request to the CDC for additional review.

**RECOMMENDATION:**

Staff respectfully recommends that the Committee approve the request.

On 02.14.11 the CDC voted unanimously (7- 0) to recommend approval.

On 02.15.11 the CEDC voted (4 – 0) to approve the rezoning.

**BUDGET IMPACT:**

If the Park District ultimately sells the property it will be put back on the property tax rolls.

**ACTION REQUIRED:**

Adoption of the attached Ordinance rezoning the property in question.

ORDINANCE NO.

AN ORDINANCE GRANTING THE REZONING OF PROPERTY  
LOCATED AT 654 E. JEFFERSON STREET, BENSENVILLE, ILLINOIS  
FROM RS-1 LOW DENSITY SINGLE FAMILY  
TO RS-5 HIGH DENSITY SINGLE FAMILY

WHEREAS, on November 22, 2010, the Bensenville Park District (the "APPLICANT") filed an application for the rezoning from RS-1 Low Density Single Family District to RS-5 High Density Single Family District pursuant to *The Village of Bensenville Zoning Ordinance* ("Zoning Ordinance") for property located at 654 E. Jefferson Street, Bensenville, Illinois (hereinafter "Subject Property"), the legal description of which is attached hereto as Exhibit "A," a copy of said application being contained in the files for this property in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the requested rezoning was published on January 29, 2011, 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 February 14, 2011, as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, the Community Development Commission has considered this matter, and based upon the findings of fact contained in the Staff Report regarding same, a copy of which is attached hereto as Exhibit "B" and incorporated by reference, the Community Development Commission did concur with said recommendation and vote 7 - 0 to approve the rezoning; and

WHEREAS, the Community and Economic Development Committee did meet and consider the Application and findings of fact as made by the Community Development Commission and voted to recommend the approval of the application for rezoning and forwarded its recommendation to the Village Board:

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and based on the recommendation of its Community Development Commission have determined that the granting of the relief requested is consistent with the Zoning Ordinance and the orderly and harmonious

development of the Village

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

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

SECTION TWO: That based on the findings and the reports referenced herein, the rezoning of the Subject Property described in Exhibit "A" attached hereto, is hereby granted, changing the existing zoning from RS-1 Low Density Single Family District to RS-5 High Density Single Family District.

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 APPROVE by the President and Board of Trustees of the Village of Bensenville, this 22<sup>nd</sup> day of February 2011.

APPROVED

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Frank Soto, Village President

ATTEST:

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

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

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

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

## VILLAGE OF BENSENVILLE

**TYPE:** Resolution      **SUBMITTED BY:** Gary Ferguson/Denise Pieroni      **DATE:** 02/18/2011

**DESCRIPTION:** Resolution authorizing membership in the Intergovernmental Personnel Benefit Cooperative (IPBC) through the Northern Illinois Health Insurance Initiative (NIHII) sub-pool of IPBC

### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

*Financially Sound Village*  
 *Quality Customer Oriented Services*  
 *Safe and Beautiful Village*

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

**COMMITTEE ACTION:** AF&L unanimous recommended that the Village move forward with participation in IPBC through its NIHII sub-pool

**DATE:** 02/15/2011

**BACKGROUND:** One of the staff's action items for 2011 was to review employee insurance provider options with the objective of identifying an alternative that would provide us the best opportunity, in the long term, to stabilize rate/overall costs of these employee benefits. The Staff reviewed both traditional insurance and additional pool options. Pool options considered included the pool that we are currently in (COOP90), the North Suburban Employee Benefit Cooperative administered through GCG (who also the administrator for our current program) and IPBC administered through Gallagher Benefit Services, Inc. Traditional insurance options were provided by Assurance Agency, Ltd and included Blue Cross & Blue Shield, United Health Care and Aetna as well as a fully self-funded option that was not recommended at this time (based on coverage levels – the focus of the evaluation in terms of a traditional options was Blue Cross & Blue Shield which included Blue Advantage as its HMO option). A chart identifying costs of the various options is attached. Also attached is a chart showing coverage differences in the programs. Based on this chart, the traditional plan would seem to be the most cost effective. The issues with the traditional plans are related to plan design/benefits and providers (Blue Advantage versus HMO Illinois) which will negatively impact employees. Additionally the rates quoted are not firm and are subject to change up to 90 days prior to the date of the renewal.

The IPBC program was the only option that allowed flexibility of plan design. The pricing proposed was based on same plan design that currently exists. It was also the only program that provided flexibility in terms of PPO networks – offering three options including Blue Cross and Blue Shield. This can be a significant factor in the future – providing for competition within the pool structure and allowing changes in the network utilized by the Village without having to leave the pool. This pool also covers a significant higher number of lives and as such has more bargaining ability in terms of pricing. It also offers the opportunity of dividends under both the PPO and HMO options. Dividends under the other pool options were only applicable to the PPO plan. Additionally each participant in the pool can make their own decision as to how these dividends should be utilized. In the other pools, the Board (which is comprised of all members of the pool) makes this decision for the entire group as a whole. Participation in IPBC through its NIHII sub-pool was unanimously recommended by the Committee. The authorizing resolution and corresponding attachments is attached for Board consideration. Additionally, the IPBC proposal along with summary information on the cooperative is included in the packet.

**KEY ISSUES:** Focusing on long term stability & flexibility in plan design and providers.

### **ALTERNATIVES:**

- Committee discretion

**RECOMMENDATION:** Consistent with the recommendations of the AF&L and Staff, approve resolution providing for Village participation in the IPBC program through the Northern Illinois Health Insurance Initiative ("NIHII") sub-pool effective for the period of June 1, 2011 through June 30, 2014.

**BUDGET IMPACT:** The 2011 budget includes the dollars to cover the cost of the program as proposed. To the extent a dividend is realized, this will benefit the Village's bottom line.

**ACTION REQUIRED:** Approve the resolution providing for Village participation in the IPBC program as outlined.

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

**A RESOLUTION AUTHORIZING MEMBERSHIP IN THE INTERGOVERNMENTAL  
PERSONNEL BENEFIT COOPERATIVE (IPBC) THROUGH THE NORTHERN ILLINOIS  
HEALTH INSURANCE INITIATIVE (NIHII) SUB-POOL OF THE IPBC**

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, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 *et seq.* authorizes units of local government to exercise any power or powers, privileges or authority, which may be exercised by a unit of local government individually, to be exercised and enjoyed jointly with any other unit of local government in the, State; and

WHEREAS, units of local government within Illinois have found it increasingly expensive to provide, health and life insurance benefits to their officers and employees; and

WHEREAS, a large number of local government entities, having undertaken a series of studies to determine the feasibility of entering into an intergovernmental Personnel Benefits Cooperative ("IPBC") for the purpose of administering some or all of the personnel benefits programs offered by its member units of local government to their respective officers and employees, created and have successfully operated such a Cooperative; and

WHEREAS, the VILLAGE has studied membership in the IPBC as a means of providing health and life insurance benefits to its employees in a cost-effective manner; and

WHEREAS, membership has been extended to the VILLAGE to participate in the IPBC through participation in the Northern Illinois Health Insurance Initiative (NIHII) sub-pool of IPBC; and

WHEREAS, the Village President and the Board of Trustees of the VILLAGE have determined that it is in the best interest of the VILLAGE to join this organization through participation in its Northern Illinois Health Insurance Initiative (NIHII) sub-pool and participate with other municipalities in benefits of pooling health insurance for its employees; 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 ONE:** The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: That membership in the Intergovernmental Personnel Benefits Cooperative (IPBC) through participation in the Northern Illinois Health Insurance Initiative (NIHII) sub-pool of IPBC is hereby accepted, for a period commencing June 1, 2011 through June 30, 2014.

SECTION THREE: That the Contract and By-Laws of the IPBC and NIHII, substantially in the form attached hereto as a combined Exhibit "A" and made a part hereof, are hereby adopted and approved.

SECTION FOUR: The Village Manager is hereby authorized and directed to execute, on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto, the Intergovernmental Agreements between the VILLAGE, IPBC and NIHII and such other documents as are necessary and convenient to effectuate participation in IPBC and NIHII.

SECTION FIVE: That the Director of Human Resources & Risk Management, Gary Ferguson, is hereby designated as the VILLAGE Delegate, and the Director of Finance, Tim Sloth, is hereby designated as the VILLAGE alternate Delegate in the IPBC NIHII sub-pool.

SECTION SIX: 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 day of February, 2011.

APPROVED:

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

ATTEST:

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

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

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

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

**THIRD CONSOLIDATED AMENDMENT TO  
CONTRACT AND BY-LAWS  
INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE**

**I N D E X**

**PAGE NO.**

**ARTICLE NO.**

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1		Definitions.
3		Purpose.
5	ARTICLE II.	Powers and Duties.
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7	ARTICLE IV.	Commencement of the 1996 Term of the COOPERATIVE.
8	ARTICLE V.	Board of Directors.
13	ARTICLE VI.	Board of Directors Meetings.
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35	ARTICLE XVII.	Withdrawal of a Member and Continuation or Termination of the COOPERATIVE.

**Drafted by: ANCEL, GLINK, DIAMOND, BUSH, DICIANNI & ROLEK P.C.**

9/5/96--ADOPTION COPY  
4/12/00--amendment  
7/18/01--amendment  
2/9/05--amendment  
1/13/06--amendment

**THIRD CONSOLIDATED AMENDMENT TO THE  
CONTRACT AND BY-LAWS  
INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE**

ARTICLE I. Definitions and Purpose.

**DEFINITIONS:**

As used in this agreement, the following terms shall have the meaning hereinafter set out:

**ADMINISTRATIVE FUND** - A fund of monies established by the MEMBERS of the Intergovernmental Personnel Benefit Cooperative to pay for the joint administration of the personnel non-salary benefit programs offered by each MEMBER to its employees and officers and turned over for administration to the COOPERATIVE.

**ADMINISTRATOR** - An independent contractor of the COOPERATIVE employed to administer the personnel benefit programs of the various MEMBERS of the COOPERATIVE.

**BENEFIT FUND** - A fund of monies established by the MEMBERS of the Intergovernmental Personnel Benefit Cooperative to fund certain benefits granted by the individual MEMBERS to their respective officers and employees and to purchase excess, aggregate, or other insurance.

**BENEFITS** - Non-salary payments made to employees or officers, including but not limited to payments or reimbursements of expenses arising out of an illness or an accident and life insurance proceeds. The units of local government which participate in the COOPERATIVE have determined not to purchase insurance coverage for benefit payments below certain high limits but rather to rely upon their pooled financial capabilities

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1/13/06--amendment

to pay benefits within the financial obligations of the COOPERATIVE and to purchase some insurance to protect against catastrophic and certain other benefit claims.

**COOPERATIVE** - The Intergovernmental Personnel Benefit Cooperative established pursuant to the Constitution and the statutes of this State by this intergovernmental agreement.

**HMO FUND** - A fund of monies established by the MEMBERS of the Intergovernmental Personnel Benefit Cooperative to fund certain benefits granted by the individual MEMBERS to their respective officers and employees relating to health maintenance organizations.

**CASH FLOW ACCOUNT** - A fund of monies established by the MEMBERS of the Intergovernmental Personnel Benefit Cooperative to fund needed cash flow in the Benefit Pool. The Board of Directors shall establish, from time-to-time, the funding requirements from the MEMBERS to generally provide at least two (2) months of estimated funding for the Benefit Pool.

**LISTED ENTITIES** - Governmental bodies, quasi governmental bodies and non-profit public service entities listed by a MEMBER as having their employees and officers under a benefit program which will be administered along with that of a MEMBER by the COOPERATIVE.

**MEMBERS** - The units of local government or intergovernmental agencies established pursuant to an intergovernmental agreement composed of units of local government (sub-pool) which initially or later enter into this intergovernmental contract for the benefit of their employees and officers along with the employees and officers of other listed entities. Whenever in this agreement the phrase "units of local government, municipality" or

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2/9/05--amendment  
1/13/06--amendment

similar phrase is used, it shall also refer to any intergovernmental agency established pursuant to an intergovernmental agreement composed of units of local government.

**TERMINAL RESERVE FUND OR TERMINAL RESERVES** - A fund of monies retained by the Intergovernmental Personnel Benefit Cooperative on behalf of MEMBERS whose fund balances may be in excess of all financial requirements for that MEMBER.

**PURPOSE:**

The Intergovernmental Personnel Benefit Cooperative is a cooperative entity voluntarily established by contracting units of local government as are permitted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and the Intergovernmental Cooperation Act and other provisions of law to jointly administer some or all of the personnel benefit programs offered by its MEMBERS to their officers and employees and the officers and employees of other governmental, quasi-governmental and non-profit public service entities with which some or all MEMBERS have separately arranged to list as if such officers and employees were employed by the MEMBER.

To the extent provided for in this Contract and By-Laws, and as approved by the Board of Directors , the Intergovernmental Personnel Benefit Cooperative shall provide benefit coverage to the officers or employees of its MEMBERS. The Intergovernmental Personnel Benefit Cooperative shall also carry out such claim reduction and educational programs as shall be authorized by its Board of Directors. The creation of the various funds established in this Contract and By-Laws are not intended by the parties to constitute the transaction of an insurance business within the State of Illinois. The intent of the parties is to separately establish benefit programs and to utilize the Intergovernmental Personnel Benefit Cooperative to achieve reduced costs of administration and insurance purchases by providing similar services to all MEMBERS and to

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1/13/06--amendment

require MEMBERS to pay for the costs of such benefits or to share such costs in the manner from time-to-time established by the Board of Directors.

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2/9/05--amendment  
1/13/06--amendment

## ARTICLE II. Powers and Duties.

The powers of the COOPERATIVE to perform and accomplish the purposes set forth above, within the budgetary limits and procedures set forth in these By-Laws, shall be the following:

- (a) To employ agents, employees and independent contractors,
- (b) To lease real property and to purchase or lease equipment, machinery, or personal property necessary for the carrying out of the purpose of the COOPERATIVE,
- (c) To carry out educational and other programs relating to health, accident and other claims reductions,
- (d) To cause the creation of, see to the collection of funds necessary for the administration and operation of the COOPERATIVE,
- (e) To purchase such types of insurance as are approved by the Board of Directors,
- (f) Solely within the budgetary limits established by the MEMBERS to carry out such other activities as are necessarily implied or required to carry out the purposes of the COOPERATIVE specified in Article I or the specific powers enumerated in Article II.

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7/18/01--amendment  
2/9/05--amendment  
1/13/06--amendment

### ARTICLE III. Participation

The membership of the COOPERATIVE shall consist of those MEMBERS and previously approved listed entities which were MEMBERS of the COOPERATIVE on January 1, 2006. Listed entities are other governmental, quasi-governmental and non-profit public service entities which MEMBERS have chosen to include within their membership in the COOPERATIVE. Such listing fulfills a public purpose in that such listed entities have so few employees and officers that they could not bear the risk inherent in offering such benefit programs on their own. In other cases, the MEMBER itself has so few employees that it requires the participation of such other listed entities for the same reason. The MEMBER which lists entities shall, however, be the sole MEMBER of the COOPERATIVE and shall be responsible for all costs and duties of membership provided herein. The MEMBER may make such arrangement as is desired with members of a sub-pool or the listed entities regarding the manner of payment, sharing of risks and duration of such arrangement. Such arrangement is not a part of this Contract and By-Laws. New MEMBERS and their listed entities and the listing of additional entities by existing MEMBERS shall be added to the COOPERATIVE only after at least the concurrence of two-thirds (2/3) of the entire membership of the Board of Directors and subject to the payment of such sums and under such conditions as the Board shall in each case or from time-to-time establish.

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4/12/00--amendment  
7/18/01--amendment  
2/9/05--amendment  
1/13/06--amendment

#### ARTICLE IV. Term of the COOPERATIVE and Amendment.

Since, as of May May 2, 2005, MEMBERS of the COOPERATIVE, which provided their respective benefit plans to at least 750 officers and employees did by corporate ordinance or resolution elected to continue as MEMBERS into the next three-year cycle, the COOPERATIVE has continued in existence. The terms of this Third Consolidated Amendment to the Contract and By-Laws of the Intergovernmental Personnel Benefit Cooperative shall take effect upon its approval by the Board of Directors. If this Third Consolidated Amendment is approved, its terms, as amended, shall govern all actions taken of the Cooperative including the obligations of MEMBERS to provide benefits to their employees as is provided herein.

**AMENDMENT TO THE  
SECOND CONSOLIDATED CONTRACT AND BY-LAWS  
OF THE  
INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE**

AMENDMENT to Article V, "Board of Directors." The Article shall begin with the following words: (a) there is hereby established a Board of Directors of the COOPERATIVE. Each MEMBER unit of local government shall, ~~by majority vote if its governing Board, elect~~ choose in the manner applicable to that governmental body one (1) person to represent that body on the Board of Directors and shall promptly notify the COOPERATIVE of such selection.

AMENDMENT NUMBER \_\_\_\_\_

Passed by the Board of Directors of  
The IPBC at the meeting held on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2008.

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*[The reason for this proposed By-Laws change is that different governmental bodies choose representatives who serve on intergovernmental agencies in different ways. The change in language will provide a generic description, which will be more appropriate and will take into consideration governmental bodies that operate under the Manager and Commission form of government, or home rule communities that may provide specifically for the selection of such representatives. It is well to note that Article V, Section (d) provides: "The failure of a MEMBER to select a representative or his failure to participate shall not affect the responsibilities or duties of a Member under this Contract. Representatives selected by the Members are to serve for one fiscal year, and until a successor has been selected." The issues addressed in this amendment have not presented a problem, but the substitute language will better serve the needs of the COOPERATIVE.]*

## ARTICLE V. Board of Directors.

- (a) There is hereby established a Board of Directors of the COOPERATIVE. Each MEMBER unit of local government shall, by majority vote of its governing board, elect one (1) person to represent that body on the Board of Directors. The MEMBER may also select an alternate representative to serve when the initial representative is unable to carry out his duties. The person and alternate selected need not be an elected official of the MEMBER. During the last quarter of the fiscal year, or at its first meeting of each subsequent fiscal year, the Board of Director shall elect from the Board one (1) person to serve as Chairman of the Board and one (1) person to serve as Vice Chairman of the Board for terms of one (1) or two (2) fiscal years,. The Board of Directors may from time-to-time establish other officers of the Board and may elect a person from the Board to serve in any of such offices. The Board may fill any vacancies which may occur in such offices until the end of the term. The Board may also remove any elected officer or appointed Committee member.
- (b) The Board of Directors shall determine the general policy of the COOPERATIVE which policy shall be followed by all officers, agents, employees and independent contractors employed by the COOPERATIVE. It shall have the responsibility for (1) Hiring of COOPERATIVE officers, agents, non-clerical employees and independent contractors, (2) Setting of compensation for all persons, firms and corporations employed by the COOPERATIVE, (3) Setting of fidelity bonding requirements for employees or other persons, (4) Approval of amendments to the By-Laws, (5) Approval of the acceptance of new MEMBERS and listed entities,

(6) Approval of educational and other programs relating to claim reduction, (7) Approval of monthly and supplementary payments to the Administrative Fund and the Benefit Fund, including that portion of the cost of insurance attributable to each MEMBER, (8) Any other matters not assigned to another committee, officer, independent contractor, or agent.

(c) Each MEMBER shall be entitled to one (1) vote on the Board of Directors. Such vote may be cast only by the designated representative of the MEMBER or in the Director's absence by an alternate selected by the MEMBER in the same manner as specified for the selection of the principal representative. No proxy votes or absentee votes shall be permitted, but in the absence of a quorum, not more than two (2) Directors may participate in a meeting by telephonic means. If more than two (2) Directors request to participate by telephonic means, a random method carried out in advance of the meeting shall be used by the person who will be presiding at the meeting to choose the Directors to be selected. Voting shall be conducted by voice vote unless one (1) or more MEMBERS of the Board of Directors shall request a roll call vote; provided, however, that any vote to authorize the payment of bills or which requires a greater than a majority vote for passage, shall be by roll call.

(d) The representative selected by the MEMBER shall serve for a one fiscal year term commencing at the beginning of each fiscal year and until his successor has been selected. The representative chosen by the MEMBER may be removed by the majority vote of the corporate authorities of the MEMBER during the period of this term. In the event that a vacancy occurs in the representative or alternate rep-

representative selected by the corporate authorities of a MEMBER, that body shall appoint a successor. The failure of a MEMBER to select a representative or his or her failure to participate shall not affect the responsibilities or duties of a MEMBER under this contract.

- (e) The Board of Directors may establish rules governing its own conduct and procedure not inconsistent with the By-Laws.
- (f) A quorum shall consist of a majority of the MEMBERS of the Board of Directors. Except as provided in Subsection (g) herein, or elsewhere in these By-Laws, a simple majority of a quorum shall be sufficient to pass upon all matters.
- (g) A greater vote than a majority of a quorum shall be required to approve the following matters:
  - (i) Such matters as the Board of Directors shall establish within its rules as requiring for passage a vote greater than a majority of a quorum; provided, however, that such a rule can only be established by a greater than majority vote at least equal to the greater than majority percentage within the proposed rule,
  - (ii) The admission of a new MEMBER or a listed entity and the expulsion of a MEMBER shall require at least the concurrence of two-thirds (2/3) of the entire membership of the Board of Directors,
  - (iii) Any amendment of these By-Laws except as provided in Subsection (iv) below, shall require at least the concurrence of two-thirds (2/3) of the entire membership of the Board of Directors,

- (iv) The amendment of these By-Laws to require mandatory membership in the COOPERATIVE for more than a three-year term shall require the favorable vote of the governing board of each MEMBER evidenced by a resolution or ordinance.
- (v) The payment of a contested employee benefit in a manner contrary to that recommended by the Administrator, which is brought to the Board of Directors, shall require the concurrence of at least two-thirds (2/3) of a quorum at a Board of Directors meeting.
- (vi) The approval of annual payments of all kinds, the allocation of those payments among MEMBERS, shall require the concurrence of at least two-thirds (2/3) of a quorum at a Board of Directors meeting.

(h) No one serving on the Board of Directors shall receive any salary or other payment from the COOPERATIVE and any salary, compensation, payment or expenses for such representative, shall be paid by each MEMBER separate from this Contract. Provided, however, that in the event the person chosen as Treasurer is a member of the Board of Directors, that person may receive such compensation as is established from time-to-time by the Board of Directors. In addition, the Chairman of the Board, Treasurer and such other officers as may be selected from time-to-time may submit to the Board of Directors for their approval, reimbursement of expenses incurred in the pursuit of their position as officers of the COOPERATIVE. The reimbursement for such expenses shall include amounts advanced on behalf of the COOPERATIVE either by the officer himself or by a MEMBER of the COOPERATIVE.

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(i) There is hereby established an Executive Committee. The Board can establish other Standing Committees. The Chairman shall name the MEMBERS and Chairs of authorized Standing Committees subject to approval by the Board. The Chairman may fill vacancies until the Board shall act on appointments. The day-to-day operation of the Cooperative shall be directed by an Executive Committee. That Committee shall be composed of the Chairman, Vice Chairman, Treasurer and the Chairs of other Standing Committees. The Executive Committee shall meet at the call of the Chairman or any two other members. The Executive Committee shall review and pay the bills submitted to the Cooperative by its providers and consultants and may choose to settle disputes over coverage or raised by the MEMBERS or to refer such disputes to the Board of Directors. The Executive Committee will also carry out such assignment or duties as shall be generally, or on a specific basis, assigned to it by the Board of Directors or the Chairman. Any decision of the Executive Committee may be appealed by a MEMBER within thirty (30) days to the Board at its next regular or special meeting which occurs at least seven (7) days after the date of the appeal.

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## ARTICLE VI. Board of Directors Meetings.

- (a) Regular meetings of the Board of Directors shall be held at least four (4) times a year. The dates of regular meetings of the Board shall be established at the beginning of each fiscal year. Any item of business may be considered at a regular meeting. At least two (2) meetings must be held during the first half of the fiscal year and at least two (2) meetings must be held during the second half of the fiscal year. Special meetings of the Board of Directors may be called by its Chairman, or by any two (2) Directors. Ten (10) days written notice of regular or special meetings shall be given to the official representatives of each MEMBER government and an agenda specifying the subject of any special meeting shall accompany such notice. Business conducted at special meetings shall be limited to those items specified in the agenda.
- (b) The time, date and location of regular and special meetings of the Board of Directors shall be determined by the Chairman of the Board of Directors or by the convening authority.
- (c) To the extent not contrary to these By-Laws, and except as modified by the Board of Directors, Roberts Rules of Order, latest edition, shall govern all meetings of the Board of Directors. Minutes of all regular and special meetings of the Board of Directors shall be sent to all MEMBERS of the Board of Directors.

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the duties of the Treasurer and, when so acting, shall have all of the powers of and be subject to all of the restrictions upon the Treasurer. A new Treasurer shall be selected at the next regular or special meeting of the Board of Directors, but the Chairman may act, in any case, until the selection is made.

- (d) The COOPERATIVE shall purchase a blanket fidelity bond in an amount to be established by the Board of Directors to assure the fidelity of all officers, directors, and employees of the COOPERATIVE who shall have the authority to receive or authorize by their signature or order the payment of COOPERATIVE funds. Additional fidelity and similar coverages may be procured by the COOPERATIVE from time-to-time.
- (e) The Board may select a financial institution to carry out some or all of the functions which would otherwise be assigned to a Treasurer and may select a management company or agent to carry out some or all of the functions which would otherwise be assigned to an Administrator.

## ARTICLE VII. Cooperative Officers.

- (a) In addition to the Chairman and Vice Chairman, the officers of the COOPERATIVE shall consist of a Treasurer and such other offices as are established from time-to-time by the Board of Directors. All officers shall be appointed by the Board of Directors.
- (b) The Treasurer shall:
  - 1. Have charge and custody of and be responsible for all funds and securities of the COOPERATIVE; receive and give all receipts for monies due and payable to the COOPERATIVE from any source whatsoever; deposit all such monies in the name of the COOPERATIVE in such banks, savings and loan associations or other depositories as shall be selected by the Board of Directors; keep the financial records of the COOPERATIVE and invest the funds of the COOPERATIVE as are not immediately required in such securities as the Board of Directors shall specifically or generally select from time-to-time. Provided, however, that all investments of COOPERATIVE funds shall be made only in those securities which may be purchased by Illinois non-home rule communities under the statutory provisions of Illinois law.
  - 2. In general, perform all the duties incident to the office of Treasurer and such other duties as from time-to-time may be assigned to the Treasurer by the Administrator or the Board of Directors.
- (c) In the absence of the Treasurer, or in the event of the inability or refusal of such officers to act, the Chairman of the Board of Directors may temporarily perform

**AMENDMENT TO THE  
THIRD CONSOLIDATED AMENDMENT  
TO THE CONTRACT AND BY-LAWS OF THE  
INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE**

AMENDMENT to Article VIII, "Finances." The following language shall be added as a new Subsection H, to Article VIII, which deals with "Finances." The language would be, as follows:

H. Suspension or Termination of Claim or Other Payments.

In any situation, where the Executive Committee should determine that a Member has not promptly paid to the COOPERATIVE any financial obligation then due, which is in excess of the amount of \$50,000.00, or is more than one-half of one month's contribution, whichever is less, it may direct that the payment of the Member's claims or other sums sought shall be suspended or terminated for a specified period of time or until certain specified actions have taken place. If the decision is made by the Executive Committee, the suspension may be for a period of time up to and including the date at which the Board of Directors considers and takes action relating to a proposed termination of membership or other action. The Executive Committee shall notify the Members of the Board of Directors of its decision. The Board of Directors may also vote to suspend or terminate in the situations provided for above.

As is provided in the PURPOSE section, the IPBC is to "jointly administer some or all of the personnel benefit programs offered by its MEMBERS to their officers and employees...." The COOPERATIVE has determined that the funding of those administrative acts is dependent upon the prompt and full payment by MEMBERS of their obligations. A defaulting MEMBER, rather than the COOPERATIVE, shall be fully responsible for any claims, demands or suits, or any increased costs allegedly caused by a suspension or termination of claim payment on behalf of a MEMBER in financial default. In case such a claim, demand, suit or increased cost is made or incurred by the COOPERATIVE, the defaulting MEMBER shall hold harmless, defend and indemnify the COOPERATIVE, its other MEMBERS and their officers and employees against such claim, demand, suit or cost.

AMENDMENT NUMBER \_\_\_\_\_

Passed by the Board of Directors of  
The IPBC at the meeting held on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2009.

## ARTICLE VIII. Finances.

### A. Administrative Fund.

The cost of the administration of the COOPERATIVE shall be borne by each of its MEMBERS in direct proportion to the number of employees and officers of the MEMBER and listed entities whose benefit programs are to be administered by the COOPERATIVE as compared to the total number of such persons served by the COOPERATIVE.

Whenever payments to the Administrative Fund shall be based upon an estimate, the MEMBER shall promptly receive a refund or pay a deficiency when final figures become available. The Administrative Fund shall pay all of the administrative costs of the COOPERATIVE and payment shall be made to cause the administration of all actions approved by the Board of Directors.

### B. The Benefit Fund.

Payments into the Benefit Fund will be developed and administered in the following manner:

1. Before the start of each fiscal year, the Administrator will determine on the basis of financial data the amount of total payments from all MEMBERS necessary to fund anticipated benefit payments and the cost of insurance.
2. The Administrator will also recommend how this total amount of anticipated expenses should be divided among the MEMBERS. The charges to be made to the MEMBERS shall be determined by a vote of the Board of Directors which shall, in establishing such sums due, treat all similarly situated MEMBERS in an equal manner. Such a vote must receive at least

the concurrence of two-thirds (2/3) of a quorum at a Board of Directors meeting.

3. The Board of Directors may, each fiscal year, choose an allocation of the payments into the Benefit Fund whereby some or all of the costs are divided among the MEMBERS based upon general increases or decreases in the total costs of the COOPERATIVE without regard to the claims made against individual MEMBERS or it may elect to grant debits or credits based upon the individual plans offered by the MEMBERS or the level of claims. Debits or credits may be expressed through the use of a banding formula.
4. In the event that the Board of Directors shall fail to approve the charges or allocations by the requisite vote, the charges and allocations for the next year shall, until and unless modified, be based upon the prior year's allocations with charges increased by ten percent (10%) and additionally subject to the obligation to make Supplementary Payments.
5. The Administrator will purchase such other insurance coverage as may be approved by the Board of Directors.
6. Without regard to any other provision contained within this Article VIII, the Board of Directors may establish charges to be paid by the MEMBERS for life insurance benefits to be based upon total pooling of the experience of all MEMBERS with each MEMBER paying the same cost per employee for such life insurance coverage. The time at which a determination regarding the amounts due for such life insurance coverage

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and the manner in which such amounts shall be paid shall be the same as that established for other payments into the Benefit Fund. The Board of Directors may also establish a program to provide dental or other benefits to MEMBERS which wish such coverage.

**C. Cash Flow Account.**

The Cooperative shall maintain a Cash Flow Account. Each MEMBER shall make payments into that account equal to some percentage set by the Board of Directors of the payments that MEMBER has made into the Benefit Fund. The Board of Directors shall determine the manner in which each MEMBER'S obligation to make payments into the Cash Flow Account is established to assure that an adequate balance for the payment of claims remains in that account at all times. The Board of Directors may establish a method whereby automatic withdrawals from Terminal Reserves are utilized to fund deficits in the Cash Flow Account. The Board of Directors shall determine whether the Cash Flow Account shall be treated as a single fund which can be utilized for the payment of the claims of any MEMBER or whether each MEMBER shall be obligated to maintain its own individual account. If separate accounts are maintained, MEMBERS may be individually required to make up deficiencies in their accounts. The establishment of payments into this account must receive at least the concurrence of two-thirds (2/3) of a quorum at a Board of Directors meeting.

**D. General Fiscal Matters.**

The Board of Directors shall provide to the MEMBERS an annual audit of the financial affairs of the COOPERATIVE to be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted auditing principals.

**E. Supplementary Payments.**

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If, during any year, the funds on hand are not sufficient to pay benefits or administrative expenses which are the responsibility of the COOPERATIVE and not through insurance coverage or other costs, the Board of Directors shall require Supplementary Payments. The increased payments shall be computed utilizing the same method under which payments were made for the year in question and except for payments into the Administrative Fund where payments shall be made by all MEMBERS, they shall only be due from MEMBERS which were entitled to receive benefits from the account which requires Supplementary Payments. If a MEMBER transfers employees and officers from a fund where Supplementary Payments are due to another fund, a determination shall be made by the Board of Directors as to the amount of Supplementary Payments due from that MEMBER arising from its prior participation in that fund.

#### F. Terminal Reserves

During any fiscal year, and with the approval of the Executive Committee, a MEMBER may withdraw from the COOPERATIVE any amount of Terminal Reserves provided that there shall be deducted from that payment any amounts owed by the MEMBER or reasonably anticipated to be owed by the MEMBER to the COOPERATIVE either being then due and payable or estimated to be due based upon tentative figures or preliminary audits, or any other amounts due from the MEMBER to the COOPERATIVE. The Executive Committee may always deduct from a MEMBER's Terminal Reserves any amounts necessary to pay for that MEMBER's obligations to the COOPERATIVE. Within thirty (30) days after a final audit, approved by the Board of Directors, the amounts then determined to be owed to the COOPERATIVE shall be deducted from the Terminal Reserves. Thereafter, the MEMBER shall receive a determination of the Executive Committee within sixty (60) days of a written request. If the COOPERATIVE shall have advanced funds on behalf of a MEMBER such that the MEMBER is expected to have

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a deficit balance in its Terminal Reserves, then, within sixty (60) days after written notice, the MEMBER shall be required to pay to the COOPERATIVE at least sufficient funds so as to remove the deficit in its Terminal Reserves.

G. Runout Claims--Pre-July 1, 1996.

The administration and financing of pre-1996 claims shall be administered in accordance with the Second Consolidated Amendment.

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## ARTICLE IX. Plan of Benefits, HMOs and Reductions In Coverage.

MEMBERS may change the Plan of Benefits provided at any time, but shall notify the Administrator at least sixty (60) days prior to the intended effective date of such change; and such change shall be subject to a redetermination on an underwriting basis of the payments due the COOPERATIVE. The Administrator shall make a determination as to the amount of the increased or reduced payment required in light of the change. If the MEMBER should dispute the amount of the redetermination, an initial decision regarding such amount shall be made by the Executive Committee with an appeal to the Board of Directors. In the event that the Administrator should determine that the proposed change provides a level or type of coverage, the cost of which cannot be determined on an underwriting basis or which would provide an excessive risk to the COOPERATIVE, or is inconsistent with the insurance purchased by the COOPERATIVE or would otherwise not be in the best interest of the COOPERATIVE, the Administrator shall present that opinion and the reasons supporting that opinion in writing to the MEMBER requesting the change and to the Chairman. The change shall not come into effect within the COOPERATIVE's plan of benefits except in the manner recommended by the Administrator unless the decision of the Administrator is overturned or modified by the Executive Committee or the Board of Directors. The MEMBER may institute the change, but shall be individually financially responsible for the administration and payment of such benefits as are not eventually authorized to be provided within the COOPERATIVE. The Administrator shall as promptly as possible re-price covered benefits. No claim may be made against the COOPERATIVE for the unauthorized change.

The COOPERATIVE may offer to its MEMBERS participation in an HMO Fund separate from the Benefit Fund to pay the costs of providing HMO services to the officers and em-

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ployees of the participating MEMBERS. Accounting for this Fund, including surplus or deficit amounts, shall be separate from the Benefit Fund. For any fiscal year if the Board of Directors of the COOPERATIVE votes to provide an HMO Fund for the fiscal year, all MEMBERS offering HMO benefits to their officers and employees shall only offer the Plan of Benefits of the COOPERATIVE'S HMO Fund or those in union-sponsored programs.

An HMO Plan of Benefits shall mean any plan which provides benefits to participants through a restriction on the doctors who provide services, an absence of substantial deductible or co-payments and an absence of or simplified claim forms. An HMO Plan of Benefits may be offered by the COOPERATIVE either through joint purchase or pooling.

The rates for the HMO Plan or Plans of Benefits offered by the COOPERATIVE for the specific plans of its MEMBERS shall be established by the Board of Directors. The Board may establish an average annual rate percentage change for the HMO Fund as a whole, and may then, through the use of a banding formula, establish bands of no more than 10 percentage points more or less than the average annual price adjustment for those MEMBERS whose claims experience has been above or below the average. It may also approve other allocation formulas.

Where the Cooperative chooses to establish a single annual increase with bands, it may, under two (2) circumstances and upon the recommendation of the Administrator, individually rate a MEMBER or MEMBERS. Where the actual paid claims, incurred by a MEMBER during two (2) or more years of a three (3) year cycle, were both in the highest or both in the lowest bands, or where it is discovered that claim history material submitted by a MEMBER was improperly stated, that MEMBER or MEMBERS may be individually rated and may be required to contribute to the HMO Fund a sum no more than 100% greater or lesser than the amount which would be payable had that MEMBER or MEMBERS been rated with the group as a whole. Such

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individual rating shall carry into another cycle until such time as the paid claims of the MEMBER have declined for a year so that the MEMBER would be entitled to be rated with the group as a whole.

If, for any year or years, the Board of Directors should determine that there are surplus funds within the HMO Fund which can be distributed to the MEMBERS without harming the fiscal integrity of the HMO Fund, those surplus funds shall be distributed to all existing and prior MEMBERS of the COOPERATIVE (who validly withdrew) who made contributions into the HMO Fund in the proportion in which those contributions were made. A determination as to whether surplus funds shall be distributed to the remaining MEMBERS of the COOPERATIVE shall be made from time-to-time by the Board of Directors.

If a MEMBER, in accordance with the By-Laws, elects to withdraw from the COOPERATIVE, or if it has no officers or employees who will receive the HMO Plan of Benefits for the next fiscal year, it shall be the obligation of that MEMBER to pay all the claims of its officers and employees for HMO services under the COOPERATIVE which were performed prior to the commencement of that next fiscal year, but not submitted and processed before the end of that fiscal year, but within the time period allowed for submissions. The Executive Committee, on the recommendation of the Administrator, may require a MEMBER to pre-fund an amount estimated to be sufficient to pay for such HMO runoff claims and administration.

Within sixty (60) days after the approval of the audit of the COOPERATIVE's HMO Fund for the prior fiscal year, a final accounting of funds owed or owing shall take place. If a MEMBER which has offered an HMO Plan of Benefits shall have no officers or employees receiving such benefits in a subsequent fiscal year, or if that MEMBER has validly withdrawn from the COOPERATIVE, then that MEMBER, subject to a pre-funding of HMO run-off claims

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and administration, shall be entitled to its percentage of any surplus funds within the HMO Fund. The payment of surplus funds or the receipt of amounts otherwise due from the MEMBER shall be carried out in accordance with the provisions of Article XVII.

In the event that HMO coverage is no longer offered by the COOPERATIVE, any surplus funds remaining shall, after audit and the setting aside of run-off amounts, be distributed to the MEMBERS (except for expelled MEMBERS) in the proportion in which they contributed funds to the HMO Fund.

If the number of employees or officers of the MEMBERS eligible to receive some portion of any of the COOPERATIVE's benefits should decline or where for some other reason the Administrator is concerned about the ability of a specific fund to cover potential claims, the matter shall be brought to the attention of the Executive Committee and the Board of Directors. The Board of Directors may determine that the coverage shall no longer be offered or its scope or amount of coverage shall be prospectively reduced. A decision to make such a reduction shall not become effective for at least sixty (60) days after the vote of the Board.

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**ARTICLE X. Insurance and Other Coverages.**

The COOPERATIVE may purchase insurance from a company permitted to write such coverage in Illinois. The COOPERATIVE may also join with other intergovernmental entities to provide collective self-insurance. The obligation of any MEMBER to the COOPERATIVE shall be limited to funding those benefits collectively self-insured by the COOPERATIVE. No MEMBER shall be responsible for the benefit claims of another MEMBER which were to be paid by insurance or at levels above the insurance purchased for MEMBERS.

## ARTICLE XI. Obligations of Members.

The obligations of MEMBERS of the COOPERATIVE shall be as follows:

- (a) To appropriate for, where necessary to levy for and to promptly pay all monthly and supplementary or other payments to the COOPERATIVE at such times and in such amounts as shall be established by the Board of Directors within the scope of this Contract and By-Laws. Any delinquent payments shall be paid with a penalty which shall, for the period of non-payment, be equivalent to the prime rate of interest on the date of delinquency charged by the bank in Illinois with the largest assets or the highest interest rate allowed by statute to be paid by an Illinois non-home rule municipality whichever is greater. In the event that the COOPERATIVE shall be required to expend funds for administrative, legal or other costs brought about by the failure of a MEMBER to pay sums owed the COOPERATIVE or to otherwise comply with its obligations, such amounts expended shall be added to the sums due the COOPERATIVE and shall be payable by the MEMBER. In the event that a MEMBER of the COOPERATIVE should sue the COOPERATIVE or any of its MEMBERS or officers regarding an interpretation of this Contract and By-Laws, an action taken by the Board of Directors or officers or any other matter arising out of its membership in the COOPERATIVE, and should not be the prevailing party in that suit, it shall, as part of its contractual obligation to this COOPERATIVE, pay the reasonable attorneys' fees and other costs and expenses expended by the COOPERATIVE in defending against that suit.

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(b) During its entire membership in the IPBC, a MEMBER shall only exclusively provide to its employees and officers, except independent contractors, or those in union-sponsored programs, the health and accident benefits and associated life insurance coverage of the COOPERATIVE.

In entering into this intergovernmental agreement, each MEMBER, sub-pool and sub-pool member acknowledges, recognizes and accepts that intergovernmental agreements are voluntary associations where the MEMBERS can determine, by contract and, by authorized actions of the Board of Directors, the identity of the MEMBERS, how MEMBERS and those otherwise bound can be admitted, dealt with during membership and expelled.

(c) To select a person to serve on the Board of Directors and to select an alternate representative.

(d) To allow the COOPERATIVE reasonable access to all facilities of the MEMBER and all records including but not limited to financial records which relate to the purpose and powers of the COOPERATIVE.

(e) To furnish full cooperation with the COOPERATIVE's attorneys, claims adjusters, the Administrator and any agent, employee, officer or independent contractor of the COOPERATIVE relating to the purpose and powers of the COOPERATIVE.

(f) To furnish the COOPERATIVE with a copy of revisions to its written benefit program at least sixty (60) days prior to the effective date of such change.

(g) To report to the COOPERATIVE as promptly as possible all claims made to it within its benefit program as administered by the COOPERATIVE.

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(h) To follow those procedures regarding the administration of and application for benefits adopted by the Board of Directors which do not reduce the level of benefits contained within any MEMBER's individual benefit program. For example, large case management and frequency and amount of claim submissions. The adoption of such procedures shall require at least the concurrence of two-thirds (2/3) of the entire membership of the Board of Directors.

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## ARTICLE XII. Liability of Board of Directors or Officers.

The MEMBERS of the Board of Directors or officers of the COOPERATIVE should use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of COOPERATIVE funds, or failure to invest. No Director shall be liable for any action taken or omitted by any other Director. No Director shall be required to give a bond or other security to guarantee the faithful performance of their duties hereunder. The Administrative Fund shall be used to defend and hold harmless any Director or officer for actions taken by the Board or performed by the Director within the scope of his authority. The COOPERATIVE may purchase insurance providing similar coverage for such Directors or officers.

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### ARTICLE XIII. Additional Insurance.

The Administrator through the distribution of the minutes of the Board of Directors or through other means shall inform all MEMBERS of the scope and amount of insurance in force from time-to-time. Membership in the COOPERATIVE shall not preclude any MEMBER from purchasing any insurance coverage above those amounts or in addition to that purchased by the COOPERATIVE. The COOPERATIVE may also create and administer programs to pay dental or other claims. All funds for the operation of such programs shall be accounted for separately and the financial obligations arising from such programs shall only be the responsibility of MEMBERS which participate.

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#### ARTICLE XIV. Disputes Over Coverage.

In the event that a MEMBER should question whether its employee or officer or that of a listed entity is entitled to payments, that MEMBER shall, in writing, direct the COOPERATIVE not to pay any further amounts arising from such claim after the date of the receipt of the written direction. When so directed, the COOPERATIVE shall not pay such claim unless the MEMBER's order is withdrawn. Provided, however, that the MEMBER shall defend and hold harmless the COOPERATIVE against all costs, including defense costs, or damages which the COOPERATIVE shall incur in acting on the direction of the MEMBER. The COOPERATIVE may require the MEMBER to advance funds to support this obligation and on a failure of the MEMBER to do so, it may choose to make the payment.

In the event that an officer or employee or other person claiming benefits from a MEMBER or the MEMBER itself should contest the decision of the Executive Committee or the Board of Directors, which declines to pay a benefit in whole or in part, the decision of the Executive Committee or the Board of Directors shall be final in the absence of fraud. The COOPERATIVE shall have no financial responsibility if a company which provides insurance for benefit claims refuses or is unable to pay such claims. In the absence of action by the Board of Directors to recover such funds from the Company the MEMBER affected may pursue the matter at its expense.

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## ARTICLE XV. Contractual Obligation.

This document shall constitute a contract among the MEMBERS of the COOPERATIVE. The obligations and responsibilities of the MEMBERS set forth herein including the obligation to take no action inconsistent with this Contract and By-Laws as originally written or validly amended shall remain a continuing obligation and responsibility of the MEMBER. The terms of this contract may be enforced in a court of law either by the COOPERATIVE itself or by any of its MEMBERS. The consideration for the duties herewith imposed upon the MEMBERS to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the MEMBERS set forth herein and the advantage gained by MEMBERS in anticipated reduction of administrative costs for the processing of personnel benefits. Provided, however, that the financial obligations of a MEMBER are limited to that agreed to herein or such additional obligations as may come about through amendments to these By-Laws.

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## ARTICLE XVI. Expulsion of Members.

By at least the concurrence of two-thirds (2/3) of the entire remaining membership of the Board of Directors, any MEMBER may be expelled. Such expulsion, which shall take effect in the manner set out below, may be carried out for one or more of the following reasons:

- (a) Failure to make any payments due to the COOPERATIVE,
- (b) Failure to exclusively provide to its employees and officers, except independent contractors, or those in union-sponsored programs, the health and accident benefits and associated life insurance coverage of the COOPERATIVE,
- (c) Failure to furnish full cooperation with the COOPERATIVE's attorneys, Administrator and any agent, employee, officer or independent contractor of the COOPERATIVE relating to the purpose and powers of the COOPERATIVE,
- (d) Failure to carry out any obligation of a MEMBER which impairs the ability of the COOPERATIVE to carry out its purpose and powers.

No MEMBER may be expelled, except after notice from the COOPERATIVE, of the alleged failure along with a reasonable opportunity of not less than fifteen (15) days to cure the alleged failure. The MEMBER, within that 15 day period, may request a hearing before the Board before any decision is made as to whether the expulsion shall take place. The Board shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The Board may appoint a hearing officer to conduct such hearing and make a recommendation to the Board based upon findings of fact. If the Board conducts the hearing itself, it may make a decision at the close of the hearing. A decision by the Board to expel a MEMBER after notice and hearing and a failure to cure the alleged defect shall be final unless the Board shall be found by a court to have committed a gross abuse of discretion. After

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expulsion, the former MEMBER shall continue to be fully obligated for any payments due to the COOPERATIVE which were created during the term of its membership along with any other unfulfilled obligation as if it were still a MEMBER of the COOPERATIVE.

The obligation of the COOPERATIVE to administer the claims filed under the benefit program of the expelled MEMBER shall cease thirty (30) days after the date of expulsion, provided that the MEMBER is not in financial arrears to the COOPERATIVE. If the expelled MEMBER is in financial arrears to the COOPERATIVE, including estimated deficits, the administration of claims shall cease immediately upon expulsion. After expulsion, the COOPERATIVE or its Administrator may agree by contract to administer and pay the claims of the expelled MEMBER using funds furnished by the expelled MEMBER. The expelled MEMBER shall be required to pay the cost of the transfer of such document if it should choose to pay claims by itself or through others.

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ARTICLE XVII.      Withdrawal of a Member and Continuation  
or Termination of the COOPERATIVE.

All MEMBERS of the COOPERATIVE shall be obligated to continue as MEMBERS during a three-year membership cycle. The obligation of a MEMBER during each cycle in which it is a MEMBER shall include continuing participation with regard to all classes of officers and employees of the MEMBER, not including its listed entities, established as being entitled to benefits at the commencement of each three-year cycle. Provided, however, that if a MEMBER should choose to end continuing participation with regard to officers and employees of the MEMBER, other than at the end of a three-year cycle, who are to be provided health and life insurance coverage in a union-sponsored program, the COOPERATIVE shall permit such withdrawal, but it may re-price the costs of benefits to the continuing employees or officers based upon the same underwriting criteria used by that COOPERATIVE in the normal course of its business. If officers or employees are withdrawn from the COOPERATIVE into a union-sponsored program, they may subsequently be returned to coverage, but only on an underwriting basis. In addition, when the withdrawal is into a union-sponsored program, no MEMBER shall be expelled from the COOPERATIVE if the continuing employees or officers meet the general criteria required from time-to-time for other MEMBERS of the COOPERATIVE. If a MEMBER, which no longer meets the underwriting criteria as a MEMBER should be voluntarily admitted to an intergovernmental agency, which itself is a MEMBER of the COOPERATIVE, it may continue receiving benefits from the COOPERATIVE under the Contract and By-Laws of the Intergovernmental Agency. Provided, however, that upon a two-thirds (2/3) affirmative vote of the entire membership of the Board of Directors, any MEMBER may be relieved of continuing participation with regard to a particular class or classes of officers and employees of the

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MEMBER. In addition, a MEMBER shall only be required to provide continuing participation for those persons within such classes of officers and employees as are actually employed or working for the MEMBER.

In order to continue as a MEMBER of the COOPERATIVE into the next three-year cycle which will commence on July 1, 2008, and for each three-year cycle thereafter, the governing Board of each MEMBER must, at least sixty (60) days before the commencement date, pass an ordinance or resolution agreeing to continue as a MEMBER for the new three-year term. Failure to pass a timely ordinance or resolution shall constitute a withdrawal; provided, however, that by at least the concurrence of the majority of the entire continuing MEMBERS, the withdrawal may be canceled and the MEMBER, at its request, filed within that sixty (60) day period, may be reinstated.

If a MEMBER should withdraw from the COOPERATIVE, no benefit claims of the MEMBER shall be processed or paid by the COOPERATIVE after the close of the fiscal year in which withdrawal takes place, unless the withdrawing MEMBER shall enter into a contract with the COOPERATIVE or the Administrator to provide such services using funds furnished by the withdrawing MEMBER. Pending claims and other records relating to the withdrawing MEMBER shall, in the absence of such a contract, be turned over to that MEMBER in a prompt manner and at that MEMBER's cost.

With regards to benefit claims and administrative fees after a MEMBER withdraws in any way from the COOPERATIVE, the contract between the COOPERATIVE and the entity offering HMO benefits may provide that the COOPERATIVE is responsible for certain payments to the HMO for benefit claims and administrative costs for a continuing period. If a con-

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tract contains such a provision, the withdrawing MEMBER is responsible for the payment to the COOPERATIVE for all of such payments for the period contained within that agreement.

Within one-hundred twenty (120) days after the approval of the audit of the COOPERATIVE for the prior fiscal year, a final accounting of funds owed or owing shall take place. Such accounting shall include all funds of the COOPERATIVE. If the amount owed to or owing from the withdrawing MEMBER shall be \$25,000 or less, the party owing such funds shall make payment within ninety (90) days after the final accounting. If the amount owed to or owing from the withdrawing MEMBER shall be over \$25,000, the party owing such funds may pay such funds owed in no more than 13 equal monthly payments with interest at the highest amount lawfully payable by a non-home rule Illinois municipality with the first payment to commence within ninety (90) days after the final accounting is established.

If a MEMBER should withdraw from the COOPERATIVE, and the COOPERATIVE should in error pay any benefit claims, administrative fees or other charges on behalf of a withdrawing Member which it was not obligated to pay, the withdrawing Member shall, upon thirty (30) days' written notice, reimburse the COOPERATIVE for the amounts improperly paid.

If the withdrawal of MEMBERS prior to the start of any three-year cycle shall reduce the number of covered employees and officers of the remaining MEMBERS, and any new MEMBERS legally committed to membership for the next three-year cycle, to less than 750 persons, the COOPERATIVE shall, except for winding up its affairs, cease its operations at the end of the then-concluding fiscal year. In that case, the Board of Directors shall continue to meet on such a schedule as shall be necessary to carry out the winding up of the affairs of the COOPERATIVE. If, during any fiscal year, the number of covered employees and officers should, through the withdrawal or expulsion of listed entities or attrition, be reduced to below

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500 persons, any MEMBER may call a special meeting to discuss the feasibility of continuing the COOPERATIVE in operation until the close of that fiscal year.

All withdrawing MEMBERS shall remain fully obligated for their portion of all expenses of and claims against the COOPERATIVE incurred during the period of their membership.

If any MEMBER should file a suit against the COOPERATIVE questioning the validity of the Contract and By-Laws document, or should raise the validity of this document in a suit by the COOPERATIVE and the validity of the Contract and By-Laws document is sustained, that MEMBER shall pay for the full legal and defense costs of the COOPERATIVE in that suit.

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**Exhibit "A"**

**CONTRACT AND BY-LAWS  
FOR THE  
NORTHERN ILLINOIS HEALTH INSURANCE INITIATIVE.**

THIS INTERGOVERNMENTAL AGREEMENT creating the Northern Illinois Health Insurance Initiative (“NIHII”) is made and entered into by and between the City of Rock Falls, an Illinois Municipal Corporation, and the Village of North Riverside, an Illinois Municipal Corporation, (“Charter Members”), and such other MEMBERS as shall subsequently be approved and which shall adopt this Contract and By-Laws document in its present form or as it may subsequently be amended.

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

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, 5 ILCS 120, et seq., Illinois Compiled Statutes, 2006, as amended, entitled the “Intergovernmental Cooperation Act,” authorizes units of local government to exercise any power or powers, privileges or authority which may be exercised by the unit of local government individually to be exercised and enjoyed jointly with any other local government or body in the State; and

WHEREAS, units of local government within Illinois have found it increasingly expensive to provide health and life insurance benefits to their officers and employees; and

WHEREAS, a large number of local governmental entities previously undertook a series of studies to determine the feasibility of entering into an Intergovernmental Personnel Benefit

Cooperative for the purpose of administering some or all of the personnel benefits programs offered by its member units of local government to their respective officers and employees, and concluded that the creation of such a Cooperative was financially and administratively feasible; and

WHEREAS, the corporate authorities of a number of units of local government have organized the Intergovernmental Personnel Benefit Cooperative, ("IPBC"), and have adopted a combined Contract and By-Laws for such Agency; and

WHEREAS, the Contract and By-Laws of the IPBC ("IPBC By-Laws"), as amended, allows combinations of units of local government, other governmental bodies, quasi governmental bodies and non-profit public service entities to contract with each other to create an intergovernmental benefit subpool with the rights and powers equivalent to that of a single member of IPBC; and

WHEREAS, the MEMBERS desire to create the Northern Illinois Health Insurance Initiative, hereinafter referred to as the "NIHII;" and

WHEREAS, the MEMBERS, with this Agreement, are desirous of establishing their mutual rights and obligations with respect to their membership in NIHII and with regard to the IPBC;

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties agree, as follows:

1. Incorporation of Recitals

The recitals contained hereinabove are incorporated herein by reference as substantive provisions of the Agreement.

2. Participation

The membership of NIHII shall consist of those Charter Members which are parties to this Agreement plus any other governmental entity admitted to membership as a MEMBER from time-to-time, less any MEMBER which withdraws or is expelled from NIHII in accordance with the provisions of this Agreement. MEMBERS of the NIHII may also add listed entities as defined in the IPBC By-Laws. The MEMBER who lists other entities to its membership shall be the sole MEMBER of the NIHII and shall be responsible for all costs and duties of membership provided herein. The MEMBER may make such arrangement as is desired with the listed entities regarding the manner of payment, sharing of risks and duration of such arrangement. Such arrangement is not a part of this Agreement. The admission of new MEMBERS and their listed entities and the listing of additional entities by any MEMBER shall take place only after a favorable two-thirds (2/3) vote of the entire membership of the Board of Directors of NIHII and subject to the payment of such sums and under such conditions as the Board shall in each case or from time-to-time establish. Such conditions may include participation in or benefit from any HMO or indemnity plan surpluses. In addition to the approval of the NIHII Board of Directors, the admission of such new MEMBER or listed entity must be approved by the Board of Directors or the Executive Committee of the IPBC prior to the admission of such prospective MEMBER or such listed entity.

3. Representation

Each MEMBER shall, by majority vote of its corporate authorities, appoint one (1) person as delegate to represent that MEMBER on the Board of Directors of NIHII for a term of one (1) year or until a successor is selected. An alternate delegate may also be appointed to serve when the primary delegate is unable to carry out his duties. Neither the delegate nor the

alternate need be an elected official. The failure of a MEMBER to appoint a delegate or the failure of the delegate to participate shall not affect the responsibilities or duties of a MEMBER under this Agreement. At its first meeting of each plan year, of the IPBC, the Board shall elect one (1) delegate to serve as both Chairperson of the Board and representative to the IPBC. An IPBC alternate representative shall also be elected. The term of office for the Chairperson and other officials shall be for a period of one (1) year, or until a successor is selected. The Board may, from time-to-time, establish other offices and may select a delegate to serve in any of such offices. The Board may fill any vacancies which may occur in such offices until the end of the term.

4. Responsibility of the Board of Directors

The Board of Directors shall determine the general policy of NIHII with respect to NIHII membership in IPBC, as well as the relationship between NIHII and its MEMBERS. Policies established by the Board of Directors shall be followed by the representative and/or alternate representative to IPBC. In the absence of the establishment of a specific policy regarding a matter, the representative and/or alternate representative shall vote in that manner believed to best represent the interests of the majority of the MEMBERS.

No one serving on the Board of Directors shall receive any salary or other payment from NIHII and any salary, compensation, payment or expenses for such delegate shall be paid by each MEMBER separate from this Agreement.

5. Voting

Each MEMBER shall be entitled to one (1) vote on the Board of Directors. Such vote may be cast only by the designated delegate or the alternate. Proxy or absentee voting shall not

be permitted, although the Board of Directors may approve of electronic participation in accordance with law. Voting shall be conducted according to the following procedures:

- a. A quorum shall consist of a majority of the delegates of the MEMBERS then in office. A simple majority of a quorum shall be sufficient to pass upon all matters except as otherwise provided herein.
- b. Voice voting shall be permitted unless one (1) or more MEMBERS requests a roll call vote or the vote requires greater than a majority vote for passage.
- c. A two-thirds (2/3) affirmative vote of the entire membership of NIHII shall be required to amend the plan of benefits available to the officers or employees of its MEMBERS, to withdraw as a MEMBER of IPBC in accordance with Section 11 of this Agreement, to admit a new MEMBER or listed agency or expel a MEMBER or listed agency, to amend this Agreement, and such other matters as the Board shall establish as requiring a two-thirds (2/3) affirmative vote, provided that such a rule can only be established by at least a two-thirds (2/3) affirmative vote, provided that such a rule can only be established by at least a two-thirds (2/3) affirmative vote of the entire membership.
- d. Any amendments to this Agreement which involve the manner in which the NIHII shall function as a MEMBER of the IPBC or the financial obligations of the NIHII or its MEMBERS to the IPBC shall not become effective after passage by the Board of the NIHII unless such amendment is also approved by a two-thirds (2/3) affirmative vote of the IPBC Board.

6. Meetings

Meetings of the Board of Directors shall be held at least two (2) times a year. The dates of meetings of the Board shall be established by the Chairperson in consultation with the membership. Special meetings may be held at the call of the Chairperson or by any delegate. Any item of business may be conducted at a regular meeting. Business conducted at special meetings shall be limited to those items specified in the agenda. Ten (10) days' written notice of regular or special meetings shall be given to the delegates of each MEMBER by the Chairperson in consultation with the membership or the convening authority. The time, date and location of regular and special meetings of the Board of Directors shall be determined by the Chairperson of the Board of Directors or by the convening authority.

To the extent not contrary to this Agreement, and except as modified by the Board of Directors, Robert's Rules of Order, Latest Edition, shall govern all meetings of the Board of Directors. Minutes of all regular and special meetings of the Board of Directors shall be sent to all delegates of the Board of Directors and to each MEMBER and to the Chairman of the IPBC.

7. Finances

A. The NIHII shall be considered a single MEMBER of IPBC, (as defined in IPBC By-Laws), for purposes of determining its required contribution to the IPBC. Each separate MEMBER of NIHII shall be responsible for its share in the cost of membership in IPBC, which cost shall be in direct proportion to the number of employees and officers of the MEMBER whose benefit programs are to be administered by IPBC as compared to the total number of such persons in NIHII, along with uniform method to determine differences in benefit plans and claims history. Proposed changes in benefit plans must be approved by NIHII and subject to the review and approval process in Article IX of the IPBC By-Laws..

B. The NIHII is responsible for all payments due from each of its MEMBERS.

Payments may be made to a MEMBER acting as an agent or, with the approval of the IPBC, from individual MEMBERS to the IPBC. In the event that a MEMBER of the NIHII should default in any payments due to the IPBC, it shall be the responsibility of the non-defaulting MEMBERS, in proportion to their payments to the NIHII, to make up the deficit, including costs of collection, after which they may take any action required to recoup their advances. In case all MEMBERS are in default or the NIHII should dissolve, each shall be liable for its proportional share of the default or owed amounts, plus any costs in collection. Each separate MEMBER shall promptly pay to the agent for the NIHII or to the IPBC such monthly, supplementary or other payments as shall be due the IPBC. Payments shall be due within thirty (30) days after written notice from the IPBC of the amounts due.

In the event that a MEMBER of the NIHII should default in its financial obligations, both the NIHII and the IPBC shall have the right to take action to recover such funds as are owed plus interest at the highest rate which may be paid by an Illinois non-home rule municipality and the costs of collection.

8. Initial Plan of Benefits

Each MEMBER agrees to accept the initial Plan of Benefits described in Attachment A.

9. Obligations of MEMBERS

The obligations of each MEMBER to NIHII and to IPBC shall be, as follows:

- a. To promptly pay all monthly and supplementary or other payments due to IPBC at such times and in such amounts as shall be established by IPBC within the scope of this Agreement and the IPBC By-Laws. The MEMBER shall also be responsible for all payments, costs and expenses established from time-to-time by

the Board of Directors of the NIHII, within the scope of this Agreement. Any delinquent payments shall accrue a penalty, which, for a period of non-payment, shall be equivalent to the highest interest rate allowed by statute to be paid by an Illinois non-home rule municipality plus collection costs.

- b. To appoint a delegate and an alternate on the Board of Directors of NIHII.
- c. To allow IPBC and NIHII reasonable access to all facilities of the MEMBERS and all records, including but not limited to financial records which relate to the purpose and powers of IPBC and NIHII.
- d. To furnish full cooperation to IPBC and NIHII attorneys, claims adjusters, the Benefit Administrator and any agent, employee, officer, or independent contractor, of IPBC and NIHII relating to the purpose and powers of IPBC and NIHII.
- e. To report to IPBC as promptly as possible all claims made to it within its benefit program as administered by IPBC.

10. Reserved

The NIHII shall establish accounts in the IPBC Terminal Reserve Fund, the Administration Fund, the Benefit Account Fund, the HMO Fund and other established funds, (the "Reserve Funds"), for the purpose of establishing a pool of funds to be used to pay for deficits in annual contributions and setting aside funds in the event that one or more MEMBERS decides to withdraw from membership in the NIHII. NIHII shall adopt and follow Policies and Procedures for the handling of Reserves identified in the IPBC Annual Audit.

If one or more MEMBERS chooses to withdraw from the NIHII, its fair share of their Reserve Funds shall be used to pay its "run-out claims," with any surplus funds paid to it after all

sums due IPBC and NIHII associated with its participation have been paid. If the amount on deposit in the Reserve Funds of the withdrawing MEMBER is not adequate to pay its "run-out claims," then the Reserve Funds of the remaining MEMBERS may be drawn down in a proportional manner to cover any shortfall prior to the withdrawing MEMBER fulfilling its contractual obligation to cover the shortfall and claims may cease to be paid at the time of notice per IPBC Policies and Procedures.

11. Withdrawal/Termination

A. MEMBERS shall be obligated to continue as MEMBERS during successive terms as established by the Board of Directors of IPBC. The obligation of a MEMBER during each term in which it is a MEMBER shall include continuing participation with regard to all classes of officers and employees of the MEMBER, not including its listed entities, established as being entitled to any health benefits at the commencement of each term. In addition, a MEMBER shall only be required to provide continuing participation for those persons within said classes of officers and employees as are actually employed or working for the MEMBER.

Any MEMBER may withdraw from membership by giving written notice of such intention to withdraw to all other MEMBERS at least ninety (90) days prior to the commencement of one of the multi-year extension terms of the IPBC. Failure to give such notice shall obligate the MEMBER to continue for the next multi-year term except where NIHII withdraws from IPBC, IPBC terminates or the IPBC declines to permit the NIHII to remain within the Cooperative, with a reduced membership or for any other reason. Withdrawal by NIHII may only be made to take effect at the end of the then-current multi-year cycle.

B. If a MEMBER should withdraw from the NIHII, no indemnity benefit claims of the MEMBER shall be processed or paid by the IPBC after the close of the Plan Year in which

withdrawal takes place, unless the MEMBER of NIHII shall, at the absolute discretion of the IPBC or its Administrator enter into a contract to provide such services using funds furnished by that withdrawing entity. If under its contracts the IPBC is obligated to pay for HMO, prescription drug, or dental claims, even after the withdrawal of a MEMBER of NIHII, it shall do so and the withdrawing MEMBER shall, within thirty (30) days after invoicing, pay to the IPBC any funds which have been paid, in those cases, on its behalf. The IPBC may cease paying any claims at all if the withdrawing MEMBER of NIHII should fail to promptly pay any funds which it is obligated to pay to NIHII or to the IPBC. In addition, in the event that there is an overpayment of funds by the IPBC, the withdrawing MEMBER shall repay such funds within thirty (30) days after an invoice. If no Reserve Funds of other MEMBERS are available, the IPBC may stop paying claims.

C. (Reserve) A final accounting of the withdrawing MEMBER's fair share of its Reserve Funds shall occur during the audit process for the last plan year that the withdrawing MEMBER was a MEMBER of the NIHII. After all amounts to the IPBC, if any, are paid, all remaining funds shall be refunded to the withdrawing MEMBER or, if that MEMBER is still in default, then to the NIHII within thirty (30) days after the aforementioned audit is approved.

D. In the event that a non-appealed or appealable order of a court in which IPBC is a party should decide that the NIHII may not be a MEMBER of the IPBC, then this Agreement shall terminate, provided, however, that to the extent permitted by law, the termination shall take place in accordance with Paragraph 11-B hereof.

12. Expulsion of MEMBERS

By the vote of two-thirds (2/3) of the entire remaining membership of the Board of Directors of the NIHII, any MEMBER may be expelled. Such expulsion, which shall take effect in the manner set out below, may be carried out for one or more of the following reasons:

- a. Failure to make any payments due to the NIHII or the IPBC.
- b. Failure to furnish full cooperation with the IPBC's attorneys, claims adjusters, Benefit Administrator and any agent, employee, officer or independent contractor of the IPBC or NIHII relating to the purpose and powers of the IPBC or NIHII.
- c. Failure to carry out any obligation of a MEMBER which impairs the inability of the NIHII to carryout its purposes and powers.

No MEMBER may be expelled except after notice from the NIHII of the alleged failure along with a reasonable opportunity of not less than fifteen (15) days to cure the alleged failure. The MEMBER, within that fifteen (15) day period, may request a hearing before the Board before any decision is made as to whether the expulsion shall take place. The Board shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The Board may appoint a hearing officer to conduct such hearing and make a recommendation to the Board based upon findings of fact. If the Board conducts the hearing itself, it may make a decision at the close of the hearing. A decision by the Board to expel a MEMBER after notice and hearing and a failure to cure the alleged defect shall be final unless the Board shall be found by a court to have committed a gross abuse of discretion. After expulsion, the former MEMBER shall continue to be fully obligated for any payment to the IPBC or the NIHII, which was created during the term of the administration of its claims along with any other unfulfilled obligation as if it was still a MEMBER of the NIHII.

The obligation of the IPBC to administer the claims filed under the benefit program of the expelled MEMBER shall cease thirty (30) days after the date of expulsion, provided that such obligations shall only exist where there is a credit balance held by the IPBC to the account of the NIHII or such a credit balance is created. The IPBC shall not be required to pay any benefits for the expelled MEMBER after the actual date of expulsion if a deficit in amounts owed to the IPBC should exist at any time during the thirty (30) day period. Within sixty (60) days after the last claim of the MEMBER is paid by the IPBC, a final accounting of funds owed or owing shall take place. Pending claims and other records of the expelled MEMBER shall be turned over to that MEMBER in a prompt manner. With regard to any claims payable under an HMO program, where the IPBC has entered into a contract with the HMO provider to pay continuing benefits after termination, the expelled MEMBER shall be required to pay all amounts in excess of those within its Reserve Funds and, pending such payments, the NIHII shall be responsible for making the payment or reimbursing the IPBC.

In the event that the Board of the IPBC should vote to expel the NIHII from membership so long as a particular municipality or listed entity was a MEMBER of the NIHII, that MEMBER or listed entity shall be deemed to have been expelled from the NIHII in the same manner as if the NIHII Board had taken that action.

13. Acceptance of Contract and By-Laws of the Intergovernmental Personnel Benefit Cooperative

The Charter Members and other MEMBERS, by agreeing to be bound by this Intergovernmental Agreement, hereby agree to accept the terms and conditions contained within the Contract and By-Laws of the IPBC, as of the date of this Agreement and as amended from time-to-time, except that the IPBC By-Laws may not be amended to require from the NIHII duties or responsibilities different from the other MEMBERS of the IPBC and not initially

contained within this Agreement or amendments thereto, agreed to by the NIHII, by action of the Board of Directors.

14. Commencement of Agreement

This Agreement shall be in full force and effect and legally binding upon the signatory MEMBERS as of the date of its passage by the corporate authorities of the Charter Members and the approval by the Board of Directors of the IPBC.

15. Contractual Obligation

This Agreement shall constitute the contract among those units of local government which become MEMBERS of the NIHII. The obligations and responsibilities of the MEMBERS set forth herein, including the obligation to take no action inconsistent with this Agreement as originally written or validly amended, shall remain a continuing obligation and responsibility of the MEMBERS. The terms of this Agreement may be enforced in a court of law or equity either by the NIHII itself, by any of its MEMBERS or by the IPBC. A consideration for the duties herewith imposed upon the MEMBERS to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the MEMBERS set forth herein and the advantage gained by the MEMBERS and anticipated reduction of administrative costs for the processing of personnel benefits. That except to the extent of the financial contributions to the NIHII and the IPBC agreed to herein, or such additional obligations as may come about through amendments to this Agreement, no MEMBER agrees or contracts herein to be held responsible for any claims of any kind against any other MEMBER outside of the scope of the NIHII or the IPBC.

16. Entire Understanding

This Agreement sets forth the entire understanding of the parties and may only be amended as provided for herein.

17. Assignment

This Agreement shall not be assigned by any party hereto.

18. Counterparts

This Agreement is executed in multiple counterparts, each of which shall be deemed to be an original.

19. Governing Law

This Agreement shall be governed in accordance with the laws of the State of Illinois.

DATED: February 22, 2011

Village of Bensenville

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Mike Cassady, Village Manager  
Village of Bensenville

ATTEST:

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Jo Ellen Ridder, Village Clerk  
Village of Bensenville

Northern Illinois Health Insurance Initiative

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ATTEST:

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# IPBC Proposal

*Prepared for*

**The Village of Bensenville**

*Date Presented:*

**October 6, 2010**

*Presented By:*

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# The Village of Bensenville

## IPBC Proposal

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# The Village of Bensenville

## IPBC Proposal

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### Executive Summary

The Intergovernmental Personnel Benefit Cooperative (IPBC) is an entity created under Illinois state laws, which allow municipal groups to band together for the purposes of insurance. The IPBC, founded in 1979, has been in existence for 31 years. The IPBC includes 65 municipalities as members.

The IPBC's purpose was to provide economies of scale and risk sharing that would allow its members more financial stability than the individual commercial insurance market. This concept is not foreign; as we imagine you have other intergovernmental agreements for services (lawn care services, Property and Casualty insurance, etc.). In essence, the law of large numbers is what separates the structure of the IPBC from the marketplace. The members retain the right within the IPBC to create and change their *own plan designs*, and operate as a group to control finances within the cooperative.

The IPBC is governed by a set of bylaws, has its financial operations reviewed by an outside audit firm according to state law, and convenes every two months for meetings of its Board of Delegates. These events keep the parties involved, including Gallagher Benefit Services, Inc. (GBS) as the IPBC consultant, aware of trends and changes in the insurance world which would impact the IPBC.

The strength of the IPBC, and to The Village of Bensenville, include the creation of a bigger and more stable risk cooperative, the opportunity to contract for services on a cooperative-wide basis, and the opportunity to realize rate and financial stability over an extended period of time. IPBC members have realized through the years that it is not necessarily the vendor that can impact economic change, but the *structure* of the program through both plan design and financial pooling mechanisms that lead to financial stability, which we will address in this proposal.

Another key feature of the IPBC is the ability for groups with less than 150 lives to join. By joining a sub-pool, each community is entitled to the same plan design freedom, accounting and auditing practices, and access to member credentials that larger communities benefit from. Each sub-pool of the IPBC has their own set of bylaws, in addition to their own meetings. By participating in a sub-pool structure, smaller communities are afforded more freedom, flexibility, and customization than they may be in the individual commercial insurance market.

The IPBC consists of five sub pools; two of which are HMO only. The other three sub pools are dual-option pools. The entrance into either a sub pool or as an individual member is subject to approval by the Membership Committee and IPBC Board.

We thank The Village of Bensenville for allowing both Gallagher Benefit Services, Inc. and the IPBC this opportunity to offer our services.

# The Village of Bensenville

## IPBC Proposal

## IPBC Operational Summary

## Operational

The IPBC members enjoy the ability of plan design freedom. In short, this means that the individual can keep, change, add or delete benefit options as they see fit at any time with the assistance of the IPBC consulting team.

IPBC members also have the ability to work within a defined group of networks and administrators. Rather than having "one size fits all," the right network and administration fit can maximize employee satisfaction and employer budgeting.

Support for The Village of Bensenville's program will come from the IPBC's consultants, GBS. On page 19, GBS provides the team members as well as the service team assigned. Also included is a template specifying tasks to ensure a quality transition of your programs.



# The Village of Bensenville

## IPBC Proposal

### IPBC Financial Assumptions (Self-Funded Group)

#### Financial

The IPBC's sets PPO funding on a RATES = FUNDING = BUDGET for a plan year. While this is similar to a fully insured program, the IPBC is considered self-funded. Therefore, it is possible to have and carry a deficit in the IPBC. Should your community have a surplus, these trends, once identified through the IPBC's audit process, are listed as an asset to your community.

Fully Insured	Self-Funded	IPBC PPO
Expected Claims	Expected Claims	Claims <\$30,000
Administration Charge	Administration Fees	Shared Claims \$30,000 – \$125,000
Pooling Charge	Stop Loss Fees	Administration Fees
Risk, Profit, Margin	IBNR Liability	Stop Loss Fees
IBNR Charge	Additional Claim Liability (25% of Expected)	IBNR Charge

Risk, Profit, Margin (Paid to Insurance Carrier)	25% Additional Liability (Retained by Member)	Liability or Surplus (Retained by Member)
IBNR		IBNR
Pooling	Stop Loss	Margin
Admin. Charge	Admin. Charge	Stop Loss Liability
Expected Claims	Expected Claims	Admin. Charge
		Shared Claims \$30,000-\$125,000
		Claims < \$30,000

\*Disclaimer: This chart does not take into account the percentages allocated to each category, as they may differ by carrier and situation.

**The Village of Bensenville**  
**IPBC Proposal**

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**13-Month Figures**

# The Village of Bensenville

## IPBC Proposal

### Premium Equivalent Rates

### 13-Month Rates and Fees

(June 1, 2011 – July 30, 2012)

June 30.

Life	\$0.07
AD&D	\$0.02

#### PPO

Employee	\$658.65
Employee + 1	\$1,804.09
Employee + Child(ren)	\$1,590.59
Family	\$1,955.68
Medicare Single	\$527.35
Medicare Family	\$1,054.70

#### HMO

Employee	\$611.53
Employee + 1	\$1,151.66
Employee + Child(ren)	\$1,221.67
Family	\$1,761.84
Medicare Single	\$462.95

#### Assumptions/Conditions:

- Assumes June 1, 2011 effective date.
- Life insurance and AD&D rates guaranteed for 13 months.
- PPO employee factors include administration, PPO access, claim estimates, and specific stop-loss.
- PPO projection rates will not change for 13 months.
- IPBC acceptance subject to The Village of Bensenville resolution for 13 months and approval of all plan specifications.
- \$1.50 IPBC membership fee, per employee, per month not included.
- Funding is pulled ACH by IPBC accountants.
- 10.8% annual medical and rx trend.
- Due to the size of the group and lack of claims experience, a risk charge was applied to the group.
- Above rates are not a guarantee of actual cost. Actual cost determined by actual and IPBC average experience.
- This proposal assumes the Village will join the NIHII Subpool. The total subpool surplus/deficit is shared amongst all NIHII members.
- The Village of Bensenville will move to United Healthcare as their PPO medical claims administrator, remain with BCBS of Illinois for HMO coverage, and will switch to Medco as their PBM for PPO and HMO
- Above rates are preliminary and subject to change upon receipt of additional loss ratio reports.

*This analysis is for illustrative purposes only, and is not a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, charges in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information or further details in this regard.*

**The Village of Bensenville**  
**IPBC Proposal**

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**Estimated Monthly Costs (13-Month)**  
**(June 1, 2011 – June 30, 2012)**

Life	\$0.12 /	\$2,100,000	=	\$147.00
AD&D	\$0.03 /	\$2,100,000	=	\$42.00
<hr/>				
PPO				
Employee		\$658.65	x 16 =	\$10,538.40
Employee + 1		\$1,804.09	x 10	\$18,040.90
Employee + Child(ren)		\$1,590.59	x 4	\$6,362.36
Family		\$1,955.68	x 14	\$27,379.52
Medicare Single		\$527.35	x 2	\$1,054.70
Medicare Family		\$1,054.70	x 1	\$1,054.70
<hr/>				
HMO				
Employee		\$611.53	x 23 =	\$14,065.19
Employee + 1		\$1,151.66	x 6	\$6,909.96
Employee + Child(ren)		\$1,221.67	x 5	\$6,108.35
Family		\$1,761.84	x 22	\$38,760.48
Medicare Single		\$462.95	x 2	\$925.90
Estimated Monthly Costs				= \$131,389.46
Estimated Annual Cost (12 months)				= \$1,576,673.50

\* Premiums and monthly costs are subject to final enrollment numbers.

*This analysis is for illustrative purposes only, and is not a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, charges in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information or further details in this regard.*

**The Village of Bensenville**  
**IPBC Proposal**

**PPO Funding**  
**(12-Month Numbers Shown)**

<b>Estimated Annual Funding</b>	<b>\$773,172</b>
---------------------------------	------------------

<b>Estimated Monthly Funding</b>	<b>\$64,431</b>
----------------------------------	-----------------

<b>First Year Funding</b>	
\$773,172	(12-Month Numbers Shown)
\$92,781	Estimated cash flow (12% [IBNR held at IPBC level as a restricted asset])
\$680,391	Estimated first year PPO costs (Please refer to IPBC Accounting Illustration)

Cash flow is retained by IPBC, but belongs to The Village of Bensenville and draws interest

\* Actual rates and premiums set for 13-Month period.

*This analysis is for illustrative purposes only, and is not a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, charges in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information or further details in this regard.*

**The Village of Bensenville**  
**IPBC Proposal**

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**IPBC Net PPO & HMO Rate History**

**PPO Rate History**

	<b>Approved Adjustment</b>	<b>Pool-Wide Net Dividend*</b>	<b>Medical Trend</b>
2004-05	10.0%	10.6%	15.5%
2005-06	10.0%	7.7%	14.0%
2006-07	9.0%	11.7%	12.0%
2007-08	7.0%	14.9%	11.0%
2008-09	4.5%	8.4%	11.0%
2009-10	3.9%	4.6% **	10.0%
2010-2011	7.2%	TBD 4.0%	10.0%

**HMO Rate History**

	<b>Approved Adjustment</b>	<b>Pool-Wide Net Dividend*</b>	<b>Medical Trend</b>
2004-05	10.9%	7.2%	15.0%
2005-06	9.5%	6.6%	13.0%
2006-07	11.5%	11.8%	12.0%
2007-08	4.1%	7.0%	11.0%
2008-09	5.4%	-1.7%	11.0%
2009-10	13.1%	3.4% **	10.0%
2010-2011	10.1%	TBD 3.0%	10.0%

\*Divided represents reserve funding as well as positive plan performance.

\*\*Through May 2010.

*This analysis is for illustrative purposes only, and is not a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, charges in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information or further details in this regard.*

## The Village of Bensenville

### IPBC Proposal

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#### List of IPBC Carriers/Administrators/Networks

Life and AD&D	Reliance Standard
Dependent Life	Reliance Standard
Medical Claim Administration	CIGNA (PPO) Blue Cross/Blue Shield (PPO/HMO) United Healthcare (PPO/EPO)
Networks	CIGNA (PPO) Blue Cross/Blue Shield (PPO/HMO) United Healthcare (PPO/EPO)
Rx Vendor	Medco (PPO, HMO)
Dental Claim Administration	MetLife
Stop-Loss Coverage	OptumHealth (PPO)/Blue Cross/Blue Shield (HMO) PPO – \$1,000,000, paid contract <sup>(1)</sup> HMO – \$5,000,000, paid contract

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<sup>(1)</sup> Higher levels available at additional cost per employee

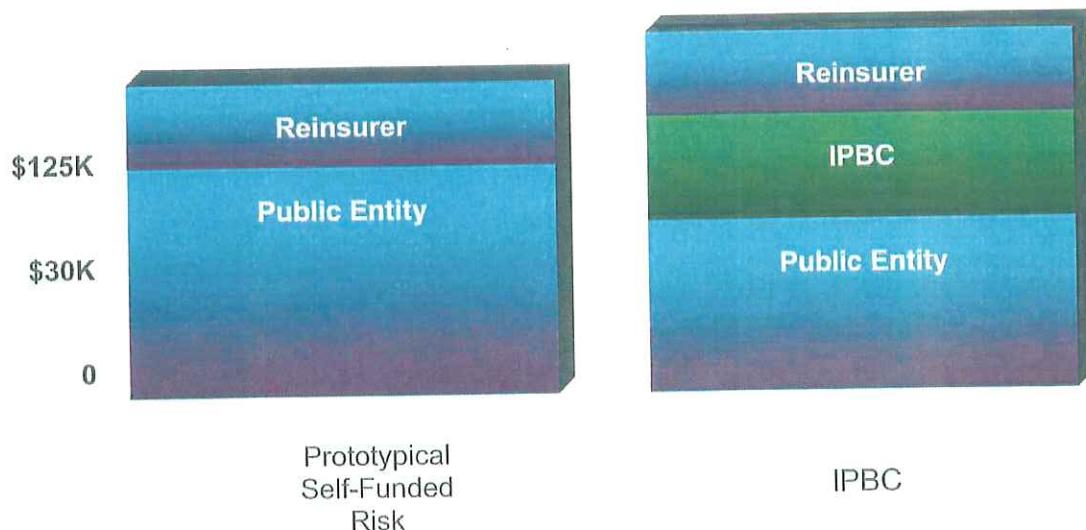
## The Village of Bensenville

### IPBC Proposal

#### IPBC PPO Program

The PPO program within the IPBC is structured to allow the members increased administrative efficiency, a large network of hospitals and physicians, and stronger cost predictability.

- The IPBC's self-funded PPO financial structure is unique in the public sector marketplace.
- Each member is responsible for all claims under \$30,000 annually. The NIHII sub pool shares in All Claims (including those under the \$30,000 level).
- Claims between \$30,000 and \$125,000 are shared equally among the members to mitigate claims that defy employee education (i.e., cancer, heart attacks, car accident).
- All claims over \$125,000 are reinsured at 100%.
- Claims over \$30,000 account for 15%-20% of your claim cost; 2%-5% of your population are accounting for that (car accidents, premature babies, etc.).
- The IPBC's financial structure bases its adjustments on the claims of the majority rather than the excessive financial influence of the minority of claim incidences.
- A renewal is calculated based on the experience of the IPBC as a whole, and the individual member. This renewal is used to develop the funding sheet (please refer to page 15).



# The Village of Bensenville

## IPBC Proposal

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### IPBC HMO Program

#### HMO

- The IPBC considers the HMO to also be a self-funded program. The members decide the funding levels inside the HMO program from year to year.
- Most years the membership has decided to fully fund the HMO program, thus any deficit in the program as a whole would be the responsibility of the reinsurer(s).
- However, should the membership decide not to fully fund the HMO program, there remains a possibility that the program may run a deficit, which would then be identified in an audit, and divided amongst the membership.
- The HMO Program renews as a whole for the IPBC based on current trend and experience within the program (please refer to page 15).

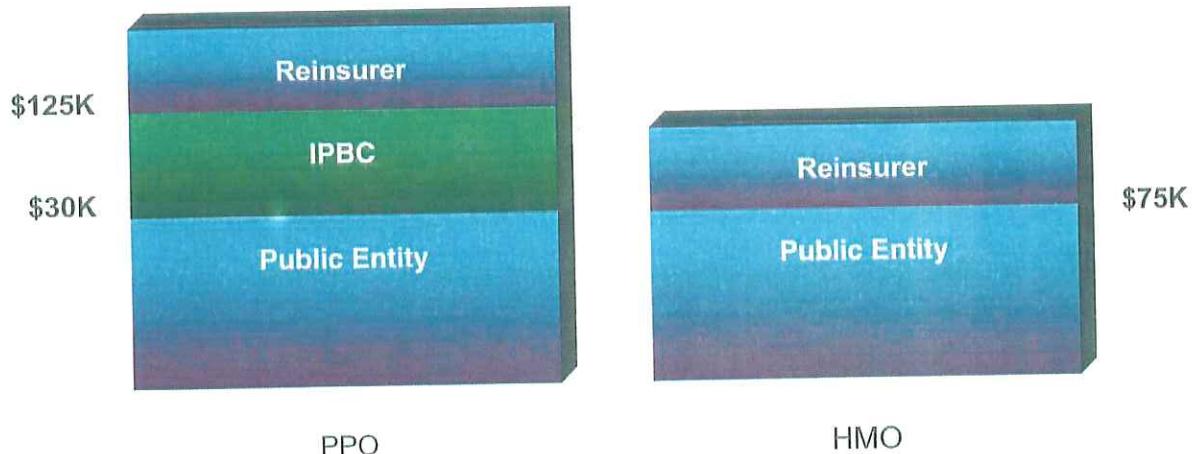
## The Village of Bensenville

### IPBC Proposal

#### IPBC Specific Stop Loss (PPO and HMO Programs)

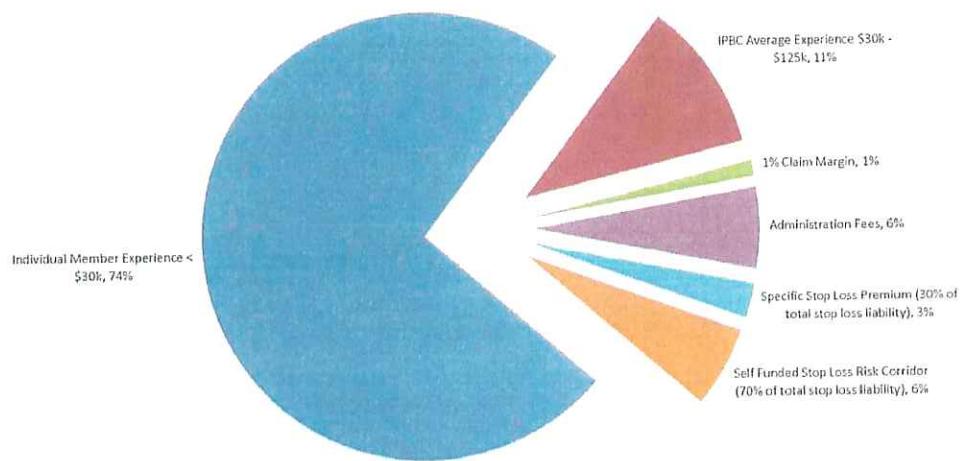
##### Specific Stop Loss

- The IPBC has reinsurance for any claim over a certain threshold. In the PPO in 2009-2010, this threshold is \$125,000 per claim in a plan year. In the HMO in 2009-2010, this threshold is \$75,000.
- With the two stop loss contracts (PPO and HMO), the IPBC retains and funds 70% of the aggregate risk of claims over the respective PPO and HMO thresholds. For coverage over 70% of that threshold, with the 70% determined by the reinsurer and consultants, the reinsurer then reimburses the IPBC.
- Should claims fall below the 70% thresholds in a plan year, the resulting surplus is given back to the membership on a per capita basis.



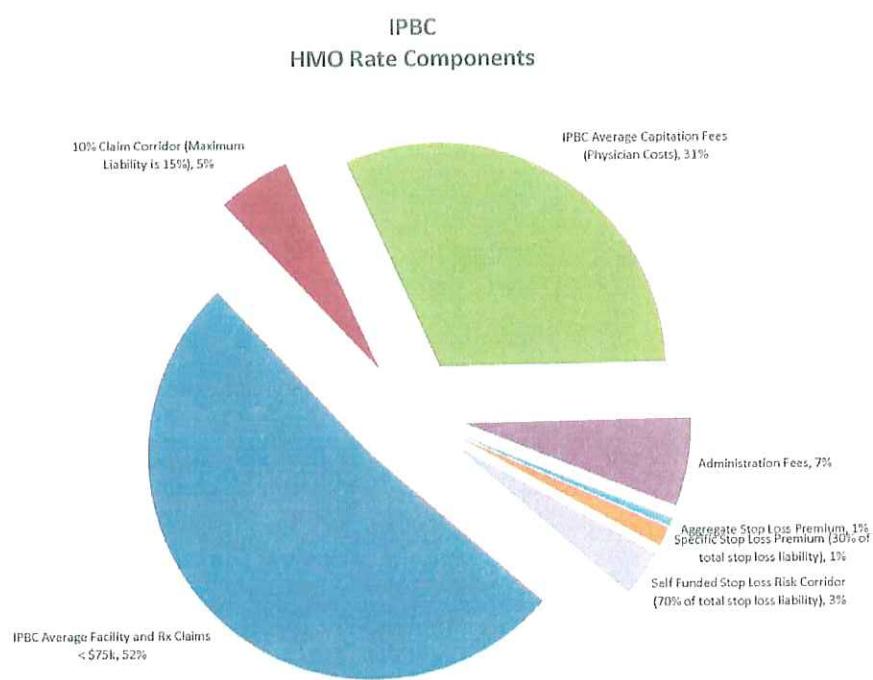
## The Village of Bensenville IPBC Proposal

IPBC  
PPO Rate Components



## The Village of Bensenville IPBC Proposal

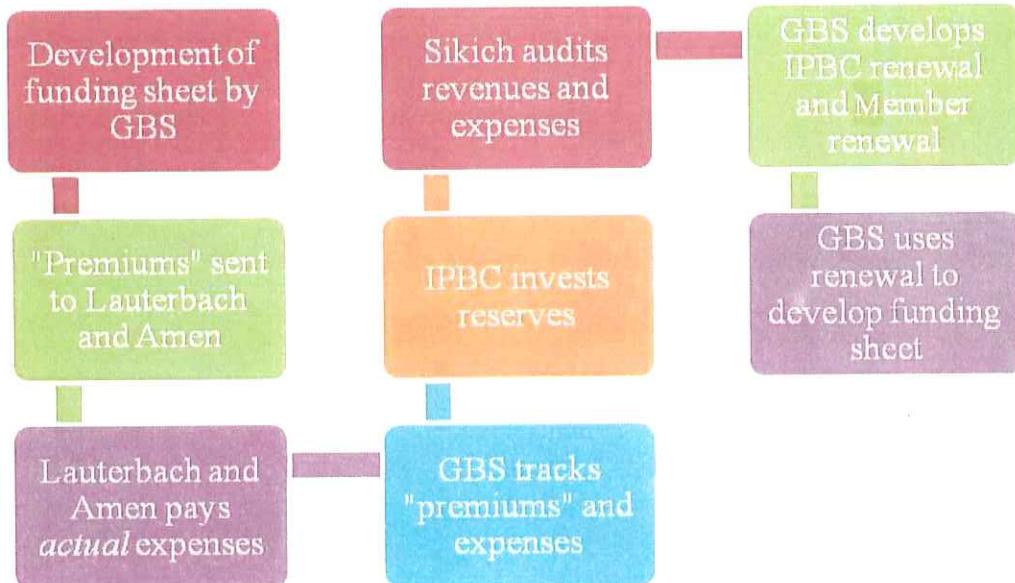
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## The Village of Bensenville IPBC Proposal

### IPBC Process

#### Beginning of Annual Cycle



Cycle Repeats

#### \*Renewal Development

- IPBC PPO Renewal – Experience rated based on 24-months claims experience. Sets the average adjustment that determines minimum, maximum, and renewal adjustment bands at +/- 10% in 5% increments
- Member PPO Renewal – Experience rated based on 24-months claims experience. Actual Member rate adjustment rounded to nearest 5% band to a minimum – 10% to average IPBC and maximum +10% to IPBC average (Potential surplus or deficit may impact future funding)
- IPBC and Member HMO Renewal – Experience rated based on 12-months claims experience. Every Member gets the same IPBC adjustment
- IPBC Dental Renewal – Experience rated based on 12-months claims experience. Sets the average IPBC adjustment that determines minimum, maximum, and renewal adjustment at +/- 10% in 5% increments
- Member Dental Renewal – Experience rated based on 12-months claims experience. Actual Member increase rounded to nearest 5% band to a minimum – 10% of IPBC average adjustment and maximum +10% of IPBC average adjustment
- Life Renewal – Fully Insured set at IPBC level for all Members

**The Village of Bensenville**  
**IPBC Proposal**

**IPBC Service Team**

Duties	As Needed	Monthly	Quarterly	Annual	3 Years
Provide general ongoing administration of plans*	X				
Attend Board/Council/Insurance Committee Meetings*	X				
Consult with Administration and Board**	X	X			
Provide performance reports and analysis**		X	X	X	
Formal report to Board: claim reports, committee reports, legislative updates, marketplace updates, etc.**			X	X	
Provide recommendations on plan design and cost efficiency*	X			X	
Represent EWCCM on annual renewal negotiations**				X	
Prepare all necessary data for renewals and bids**				X	X
Assist EWCCM on regulations compliance*	X				
Issue Resolution*	X				
Provide assistance on claims disputes*	X				
Provide assistance on administrative issues**	X				
Inform and guide EWCCM in best practices*	X				
Provide employee education and communication*	X				
Provide recommendations on funding rates**				X	
Guide community through the enrollment process*				X	
Provide other assistance and advice as needed**	X				
Prepare Stewardship Report*				X	
Manage Billing and Cost Reallocation**		X			
Develop and Manage Annual Service Plan**	X			X	

\*= Client Level

\*\*=IPBC and Client Level

## The Village of Bensenville

### IPBC Proposal

#### Membership History

Member	Effective Date
Village of Barrington	7/1/1979
Village of Bloomingdale	7/1/1984
Village of Carol Stream	10/1/1983
Village of Carpentersville	1/1/2007
Central Lake JAWA	6/1/1997
City of Collinsville	6/1/2004
Village of Deerfield	5/1/2003
City of DeKalb	1/1/2008
City of Des Plaines	6/1/2003
City of Evanston	12/1/2009
Forest Preserve District of DuPage	1/1/2004
Village of Franklin Park	11/1/2003
Village of Glenview	7/1/1979
Village of Hanover Park	5/1/1981
City of Highland Park	1/1/2008
Village of Hinsdale	6/1/1997
Village of Hoffman Estates	1/1/2005
Village of Homewood	1/1/2005
NW JAWA	1/1/2000
Village of Libertyville	5/1/2006
Village of Morton Grove	1/1/2007
Village of Mount Prospect	4/1/1998
Village of Northbrook	5/1/2003
Village of Oswego	7/1/2010
City of Rolling Meadows	7/1/1979
SCDCBP Benefit Pool	7/1/1984
Burr Ridge	3/1/1985
Clarendon Hills	9/1/1984
Darien	9/1/1984
Willowbrook	9/1/1984
Woodridge	9/1/1984
Village of Streamwood	7/1/1979
SWAHM Benefit Pool	7/1/1992
Lemont	7/1/1992
Mokena	7/1/1992
New Lenox	7/1/1992
Plainfield	7/1/1992
Shorewood	7/1/1992
Lockport	7/1/2008
Homer Glen	1/1/2009
Glen Ellyn	1/1/2009
Crest Hill	8/1/2010

**The Village of Bensenville**  
**IPBC Proposal**

<b>Member</b>	<b>Effective Date</b>
City of West Chicago	10/1/1997
Village of Westmont	7/1/1979
Westmont Park District	8/1/2001
City of Wheaton	4/1/2003
Village of Wheeling	7/1/1979
City of Wood Dale	7/1/1981
WCMC Benefit Pool	8/1/1983
Countryside	8/1/1983
Indian Head Park	8/1/1983
LaGrange Park	8/1/1983
Riverside	9/1/1984
NIHII Benefit Pool	10/1/2009
North Riverside	10/1/2009
Rock Falls	1/1/2010
Cary	3/1/2010
EWCCM Benefit Pool	11/1/2010
Crete	11/1/2010
Monee	11/1/2010
Beecher	11/1/2010
Peotone	11/1/2010
Steger	11/1/2010
Crete Township	11/1/2010

<b>Terminations</b>	<b>Effective Date</b>
Village of Glen Ellyn*	6/30/1987
Village of LaGrange	6/30/1987
Village of Western Springs (WCMC Member)	6/30/1987
Village of Glencoe	6/30/1993
Village of Hinsdale*	6/30/1993
Village of Oak Brook	6/30/1993
Village of Villa Park	6/30/1996
Village of Frankfort (SWAHM Member)	7/1/1996
Village of Hoffman Estates*	7/1/1996
Village of River Forest	7/1/1996
Village of Westchester	7/1/1996
NW Central Dispatch System	1/1/2000
Village of Gurnee	11/1/2004
Village of Buffalo Grove	7/1/2005
Village of Glendale Heights	7/1/2005
Village of Park Forest	7/1/2005
Village of Brookfield	7/1/2008

\* Indicates member has returned to the IPBC.

## The Village of Bensenville

IPBC Proposal

### Your Team

#### The Village of Bensenville

**Chris Cordes**

**Area Executive Vice President**

**Angelo Nardi**

**Executive Vice President**

**Gregg Aleman**

**Area Senior Vice President**

**Dave Torri**

**Area Vice President**

**Erin Duffy**

**Account Executive**

**Joyce Janu**

**Senior Benefits Consultant**

**Beth Molony**

**Senior Client Representative**

**Compliance and Underwriting Team**

The Village of Bensenville  
IPBC Proposal

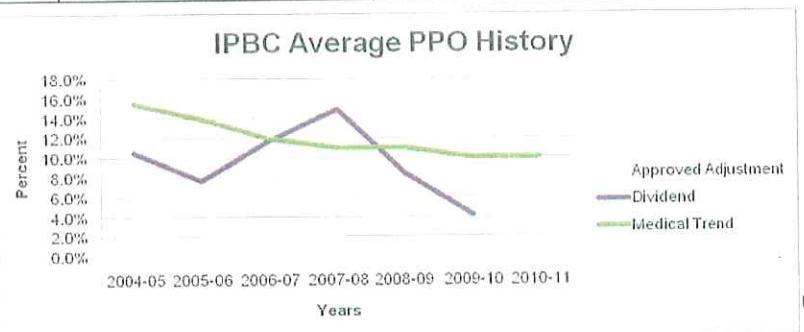


Gallagher Benefit Services, Inc.

## IPBC Average PPO Rate History

PPO Rate History

	Avg. Approved Adjustment	Avg. Dividend*	Medical Trend
2004-05	10.0%	10.6%	15.5%
2005-06	10.0%	7.7%	14.0%
2006-07	9.0%	11.7%	12.0%
2007-08	7.0%	14.9%	11.0%
2008-09	4.5%	8.4%	11.0%
2009-10	3.9%	4.6% <sup>**</sup>	10.0%
2010-11	7.2%	TBD	10.0%



<sup>\*\*</sup>Through May 2010

\*Dividend represents reserve funding as well as positive plan performance

The Village of Bensenville  
IPBC Proposal

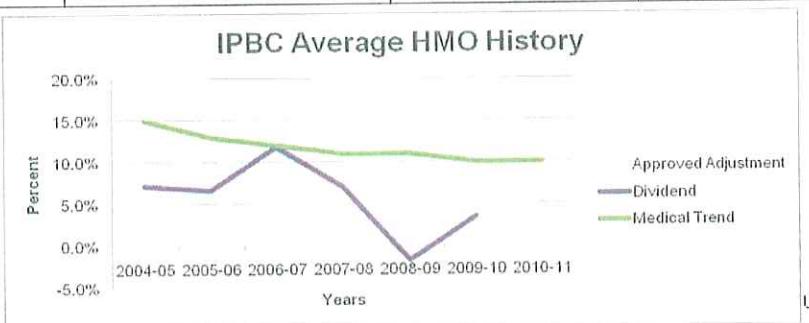


Gallagher Benefit Services, Inc.

## IPBC Average HMO Rate History

HMO Rate History

	Avg. Approved Adjustment	Avg. Dividend*	Medical Trend
2004-05	10.9%	7.2%	15.0%
2005-06	9.5%	6.6%	13.0%
2006-07	11.5%	11.8%	12.0%
2007-08	4.1%	7.0%	11.0%
2008-09	5.4%	-1.7%	11.0%
2009-10	13.1%	3.4% <sup>**</sup>	10.0%
2010-11	10.1%	TBD	10.0%



\*\*Through May 2010

\*Dividend represents reserve funding as well as positive plan performance

## Medical Insurance		Current Plan (To be duplicated by IPBC)										Stage 2 Rates (See Notes Below)										
Renewal Date: #REF!		5/1/2011-Revised Alternative - 2/7/2011										North Suburban Employee Benefit Cooperative										
Medical		Self-Funded Co-Op 90s PPO					Fully Insured BCBS HMO					Fully Insured PPO NPPR7/23/3 BlueCross BlueShield AM Best Rating: HMO BA NHHB103					North Suburban EBC PPO					
		In Network	PHCS	In Network	Out Network	In Network only	In Network	Out Network	Out Network	Out Network	In Network only	In Network	Out Network	Out Network	Out Network	In Network	Out Network	Out Network	Out Network	Out Network	Out Network	
Provider Network		\$500	\$500	N/A			\$500	\$1,000	\$1,000	\$500	N/A		\$500	\$1,000	\$1,000	\$500	\$1,000	\$1,000	\$500	\$1,000	\$1,000	
Individual Deductible		\$1,000	\$1,000	N/A			\$1,000	\$3,000	\$3,000	\$1,000	N/A		\$1,000	\$3,000	\$3,000	\$1,000	\$3,000	\$3,000	\$1,000	\$3,000	\$3,000	
Family Deductible		90%	70%	100%			90%	100%	100%	90%	100%		90%	100%	100%	90%	100%	100%	90%	100%	100%	
Coninsurance		\$1,500	\$1,500	\$1,500			\$1,500	\$3,000	\$3,000	\$1,500	\$3,000		\$1,500	\$3,000	\$3,000	\$1,500	\$3,000	\$3,000	\$1,500	\$3,000	\$3,000	
Individual Out of Pocket		\$3,000	\$7,000	\$3,000			\$3,000	\$7,000	\$7,000	\$3,000	\$7,000		\$3,000	\$7,000	\$7,000	\$3,000	\$7,000	\$7,000	\$3,000	\$7,000	\$7,000	
Family Out of Pocket		90%	70%	100%			90%	70%	100%	90%	70%		90%	70%	100%	90%	70%	100%	90%	70%	100%	90%
Inpatient - Hospital / Physician		\$100	\$100	\$100			\$100	\$100	\$100	\$100	\$100		\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Inpatient Hospital Deductible		\$15	\$15	\$15			\$15	\$20	\$20	\$15	\$20		\$15	\$20	\$20	\$15	\$20	\$20	\$15	\$20	\$20	\$15
Preventative/Well Child Care		\$15	\$15	\$15			\$15	\$20	\$20	\$15	\$20		\$15	\$20	\$20	\$15	\$20	\$20	\$15	\$20	\$20	\$15
Physicians Services		\$15	\$15	\$15			\$15	\$20	\$20	\$15	\$20		\$15	\$20	\$20	\$15	\$20	\$20	\$15	\$20	\$20	\$15
Specialist Copyay		\$15	\$15	\$15			\$15	\$20	\$20	\$15	\$20		\$15	\$20	\$20	\$15	\$20	\$20	\$15	\$20	\$20	\$15
Diagnostic Lab & X-Ray		90%	70%	100%			90%	70%	100%	90%	70%		90%	70%	100%	90%	70%	100%	90%	70%	100%	90%
Emergency Room		\$50	\$50	\$50			\$50	\$150	\$150	\$50	\$150		\$50	\$150	\$150	\$50	\$150	\$150	\$50	\$150	\$150	\$50
Retail Rx Benefit		\$10/5/5	\$10/5/5	\$10/5/5			\$10/5/5	\$10/5/5	\$10/5/5	\$10/5/5	\$10/5/5		\$10/5/5	\$10/5/5	\$10/5/5	\$10/5/5	\$10/5/5	\$10/5/5	\$10/5/5	\$10/5/5	\$10/5/5	\$10/5/5
# Days Supply																						
Mail-Order Rx Benefit																						
# Days Supply																						
Additional Information																						
Dental Option																						
Employee: #REF!		\$63,700	\$63,700	\$63,700			\$63,700	\$63,700	\$63,700	\$63,700	\$63,700		\$63,700	\$63,700	\$63,700	\$63,700	\$63,700	\$63,700	\$63,700	\$63,700	\$63,700	\$63,700
Employee + Spouse: #REF!		# #	# #	# #			# #	# #	# #	# #	# #		# #	# #	# #	# #	# #	# #	# #	# #	# #	# #
Employee + Children: #REF!		\$1,650	\$1,650	\$1,650			\$1,650	\$1,650	\$1,650	\$1,650	\$1,650		\$1,650	\$1,650	\$1,650	\$1,650	\$1,650	\$1,650	\$1,650	\$1,650	\$1,650	\$1,650
Employee + Family: #REF!		\$1,822	\$1,822	\$1,822			\$1,822	\$1,822	\$1,822	\$1,822	\$1,822		\$1,822	\$1,822	\$1,822	\$1,822	\$1,822	\$1,822	\$1,822	\$1,822	\$1,822	\$1,822
Total Monthly: #REF!		# #	# #	# #			# #	# #	# #	# #	# #		# #	# #	# #	# #	# #	# #	# #	# #	# #	# #

Notes: Proposed rates are illustrative, subject to final underwriting.

Stage 2 rates--final rates subject to final enrolled census, final disclosed medical conditions, final COBRA enrollees.

Rx needs to match on both PPO & HMO plans.

## INSURANCE PREMIUM/COST COMPARISON FOR 2011 - 2012

6/1/11-6/31/12

### Insurance Premiums & Other Costs

Plan Type	Participation /Covered Waives	Insurance Premiums & Other Costs					
		COOP 90 <sup>7</sup>		IPBC <sup>8</sup>		North Suburban Employee Benefit Cooperative <sup>9</sup>	
Monthly Unit Cost	Total Cost	Unit Cost	Total Cost	Monthly Unit Cost	Total Cost	Unit Cost	Total Cost
<b>Health Insurance</b>							
PPO <sup>1</sup>							
Employee	16	684.87	131,495.04	558.65	125,450.80	475.00	91,200.00
Employee/Spouse	11	1,875.90	247,618.80	1,804.09	238,139.88	1,018.00	28,476.00
Employee/Child	3	1,653.90	50,186.00	1,590.59	57,261.24	791.00	1,157.72
Family	13	2,023.52	317,229.12	1,985.68	305,086.08	1,474.00	220,584.00
Medicare/single	2	548.34	13,160.16	527.35	12,656.40	425.00	10,200.00
Medicare employee/spouse	1	1,056.68	13,160.16	1,054.70	12,655.40	856.00	10,200.00
HMO <sup>2</sup>							
Employee	25	603.87	181,161.99	611.53	183,459.00	551.49	165,447.00
Employee/Spouse	7	1,137.25	95,529.04	1,151.66	98,739.44	-	1,019.98
Employee/Child	5	1,295.38	72,382.88	1,221.67	73,300.20	-	922.90
Family	24	1,799.79	50,060.94	1,731.84	507,448.92	1,454.15	628,192.80
Medicare employee	1	457.15	5,485.84	482.95	5,555.40	355.07	4,260.84
Medicare employee/spouse	1	914.32	10,971.82	925.90	11,110.80	710.13	8,521.56
<b>Dental Insurance<sup>3</sup></b>							
PPO							
Single	34	38.11	15,548.88	37.21	19,200.36	45.00	23,220.00
Employee/Spouse							
Employee/Child							
Family	56	111.24	74,753.28	108.60	83,404.80	87.00	18,792.00
HMO							
Single	9	16.62	1,795.41	-	-	93.00	6,928.00
Family	8	36.96	3,740.63	-	-	128.00	59,368.00
<b>Vision Insurance<sup>4</sup></b>							
PPO							
Single	22	4.19	1,106.71	4.33	1,350.96	-	-
Family	27	11.72	3,797.73	9.31	3,016.44	-	-
HMO							
Single	4	4.19	201.22	-	-	-	-
Family	0	11.72	-	-	-	-	-
<b>Life Insurance<sup>5</sup> (Cost per \$1,000)</b>							
Stipulated Benefit							
Life	8,561,103	0.10	858.11	0.07	600.68	0.10	558.11
AD/D	8,561,103	0.02	171.62	0.02	171.62	0.02	171.62
<b>Administrative Charge<sup>6</sup> /Brokerage Fees<sup>6</sup></b>							
Administrative Charge	107	-	-	1.50	1,926.00	-	-
Brokerage Fees	-	-	-	-	-	-	-
FUNDING OF RESERVE <sup>7</sup>		N/A	Built into Rates			104,446.45	N/A
<b>TOTAL COST:</b>		1,750,769		1,738,506		1,516,242	1,479,371

1. COOP90 - PPO network option is Professional Benefits Administration; IPBC - PPO network options include CIGNA, United Health or Blue Cross & Blue Shield

option is Blue Cross & Blue Shield; Assurance - PPO is a traditional insurance policy through Blue Cross & Blue Shield

2. COOP90 and North Suburban Employee Benefit Cooperative offering HMO Illinois without dividend opportunity; Assurance offering HMO Blue Advantage without dividend opportunity

3. COOP90 includes a PPO (PREMIER) & a HMO (CARE) Dental Option through Delta, IPBC includes a PPO Dental Option through MetLife; North Suburban Employee Benefit Cooperative includes a PPO options - name of provider not provided; Assurance includes several plans with the exhibit reflecting the Admin option which seems to be the closest to current averages.

4. COOP90 includes a Vision Coverage through Tru Assurance IPBC is currently obtaining quotes exhibit includes pricing from VSP; North Suburban Employee Benefit Cooperative includes in Health Plan an allowance for Vision; Assurance includes several vision options with the exhibit reflecting the VSP option which seems to be the closest to current averages

5. COOP90 and North Suburban Employee Cooperative - Life Insurance Policy is through Madison National; IPBC Life Insurance Policy is through The Standard

6. COOP90 and North Suburban Employee Benefit Cooperative - Administrative Charge - Administrative costs built into rates; IPBC - portion built in rates and legal, accounting and similar administrative costs covered through a per eligible participant fee of \$150/month and Assurance - Broker fee of \$36.568

7. COOP90 Rates for 2011/2012 not yet finalized, estimated increases are 11.0% for the PPO, 11.0% for the HMO, 3.0% for Dental & Vision and 0% for Life Insurance and Rates reflected on this comparison sheet have been adjusted accordingly. As a pool, Village is eligible for dividends (no set practice as to how these are handled - sometimes used to reduce rates). Over the last five years, one payout of \$80,000 has been received by the Village

8. COOP90 rates to go through June 2012 (thirteen months) and are firm rates for this entire 13 month period. COOP90 rates are calculated annually and are handled outside of the rate structure. For the five year period of 2005-06 through 2009-10 the average dividend for the PPO has been 3.46% and the average dividend for the HMO has been 5.42%. Assuming these averages would hold true for the 1st year in which VOB participates in the pool, dividends to the Village would be approximately \$71,200 for the PPO and \$4,750 for the HMO (total of \$75,950).

9. North Suburban Employee Benefit Cooperative rates are subject to adjustment within comparison period. Assurance rates cannot be guaranteed until 90 days prior to effective date. Also coverage/providers in the PPO and HMO options not at current programs

10. Assurance rates cannot be guaranteed until 90 days prior to effective date. Also coverage/providers in the PPO and HMO options not at current programs



**INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE**  
NIU Center for Governmental Studies, 1120 E. Diehl Road,  
Naperville, Illinois 60563

AN INTERGOVERNMENTAL SELF-INSURED  
HEALTH BENEFIT PROGRAM

## Fact Sheet

**Inception:** 1979, per the Illinois Intergovernmental Cooperation Act

**Members:** 59 public sector entities as of November 1, 2010

**Governance:** Member communities designate representation to the Board of Delegates, then governed by Chair, Vice Chair, and Treasurer are officers selected from Membership

**Employees Covered:** Life Insurance: 8,948

PPO: 5,921

HMO: 3,459

Dental: 3,930

**Insurance Providers:** BlueCross Blue Shield (PPO/ HMO (Blue Advantage and HMO Illinois))

United Healthcare (PPO/EPO)

CIGNA (PPO)

MetLife (Dental)

Reliance Standard (Life/AD & D)

**2010-2011 Expenditures:** \$137,635,666 (estimated)

**2010-2011 Reserves:**      \$21,340,597 (restricted)\*  
                                    \$23,944,626 (unrestricted)\*

\*Per IPBC Audit Year End 6/30/10



INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE

AN INTERGOVERNMENTAL SELF-INSURED  
HEALTH BENEFIT PROGRAM

# The Intergovernmental Personnel Benefit Cooperative (IPBC)

## History

The Intergovernmental Personnel Benefit Cooperative (IPBC) is an entity created under Illinois state laws, which allows municipal groups to band together for the purposes of insurance. The IPBC was established in 1979 and currently includes 60 municipalities or municipal entities as members.

## Purpose

The purpose of the IPBC is to provide economies of scale and risk pooling that will allow members more financial stability than offered by the commercial insurance market in a *fully transparent environment*. **The members retain the right within the IPBC to create and change their PPO plan design, which is often required due to the nature of bargained contracts.** Members also operate as part of a larger Board of Directors to control the finances within the pool.

## Members

Long-term commitment by members to the philosophy of risk pooling has been instrumental in the success of the IPBC. Many members have been part of the organization for more than two decades.

*"The Streamwood Village Board has established a formal budgetary policy encouraging intergovernmental cooperation in order to improve services and control costs. The IPBC offers group purchasing power that the Village would not have on their own. The IPBC Board has worked hard to develop creative products and flexible plan designs that are both cost-effective and meet the needs of our employees."*

— Dave Richardson,  
Finance Director, Village of Streamwood

For more information please contact Erin N. Duffy  
(630-285-4439, [erin\\_duffy@ajg.com](mailto:erin_duffy@ajg.com))

## Products

The IPBC offers self-insured PPO, HMO, and Dental programs. Upon entering the IPBC, each community will have access to a Life, AD & D benefit as well as a multitude of other products (vision, property and casualty, long-term care, retirement, etc.). The PPO program allows members authority over plan design, but provides a unique pooling of risk among all members for individual claims between \$30,000 and \$125,000. Claims over \$125,000 are fully reinsured. Therefore, members are responsible for claims under \$30,000 and the redistributed claims cost for claims between \$30,000 and \$125,000. This allows for increased budgetability and stability from year to year.

The HMO product is also self-insured through a special arrangement. Members pay for fixed costs of capitation (monthly stipend paid to primary care physician) for hospital and Rx charges. There are several different choices of plan designs with different levels of office visit and prescription drug co-pays. All members pay the same rates based on plan design offerings.

The Dental program is self-insured, and each member has complete flexibility over plan design. Several different network options are available to members through the IPBC's vendors.

## Business Partners

Ancel Glink (Attorney)  
Sikich (Auditing)  
Lauterbach & Amen (Accounting)  
NIU/CGS (Recordkeeping)  
Gallagher Benefit Services (Benefits Consulting)

## Executive Committee

Bob Fialkowski (Deerfield): Chairman  
Patrick Seger (Hoffman Estates): Vice Chair  
Mark Horton (Oswego): Treasurer  
Kelly Amidei (Libertyville): Finance & Operations  
Lisa Happ (Carpentersville): Membership



AN INTERGOVERNMENTAL SELF-INSURED  
HEALTH BENEFIT PROGRAM

INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE

## IPBC Membership

### **Individual Members**

- Barrington (7/1/1979)
- Bloomingdale (7/1/1984)
- Carol Stream (10/1/1983)
- Carpentersville (1/1/2007)
- Central Lake County JAWA (6/1/1997)
- Collinsville (6/1/2004)
- Deerfield (5/1/2003)
- DeKalb (1/1/2008)
- Des Plaines (6/1/2003)
- Evanston (12/1/2009)
- Forest Preserve District of DuPage County (1/1/2004)
- Franklin Park (11/1/2003)
- Glenview (7/1/1979)
- Hanover Park (5/1/1981)
- Highland Park (1/1/2008)
- Hinsdale (6/1/1997)
- Hoffman Estates (1/1/2005)
- Homewood (1/1/2005)
- NW Suburban JAWA (1/1/2000)
- Libertyville (5/1/2006)
- Morton Grove (1/1/2007)
- Mount Prospect (4/1/1998)
- Northbrook (5/1/2003)
- Oswego (7/1/2010)
- Rolling Meadows (7/1/1979)
- Streamwood (7/1/1979)
- West Chicago (10/1/1997)
- Westmont (7/1/1979)
- Wheaton (4/1/2003)
- Wheeling (7/1/1979)
- Wood Dale (7/1/1981)

### **SCDCBP Benefit Pool**

- Burr Ridge (3/1/1985)
- Clarendon Hills (9/1/1984)
- Darien (9/1/1984)
- Willowbrook (9/1/1984)
- Woodridge (9/1/1984)

### **SWAHM Benefit Pool**

- Crest Hill (8/1/2010)
- Glen Ellyn (1/1/2009)
- Homer Glen (1/1/2009)
- Lemont (7/1/1992)
- Lockport 7/1/2008)
- Mokena (7/1/1992)
- New Lenox (7/1/1992)
- Plainfield (7/1/1992)
- Shorewood (7/1/1992)

### **WCMC Benefit Pool**

- Countryside (8/1/1983)
- Indian Head Park (8/1/1983)
- LaGrange Park (8/1/1983)
- Riverside (9/1/1984)

### **NIHII Benefit Pool**

- North Riverside (10/1/2009)
- Rock Falls (1/1/2010)
- Cary (3/1/2010)
- SEECOM (1/1/2011)
- Gilberts (4/1/2011)

### **EWCCM Benefit Pool**

- Crete (11/1/2010)
- Beecher (11/1/2010)
- Peotone (11/1/2010)
- Monee (11/1/2010)
- Steger (11/1/2010)
- Crete Township (11/1/2010)

### Renewal History

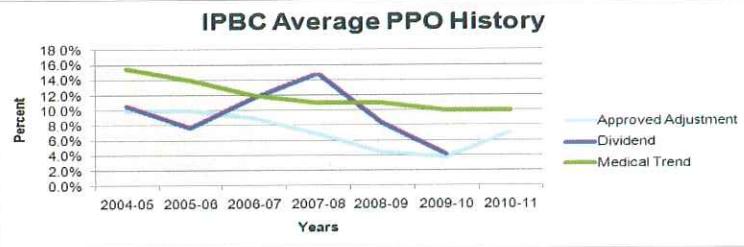


Gallagher Benefit Services, Inc.

#### IPBC Average PPO Rate History

##### PPO Rate History

	Avg. Approved Adjustment	Avg. Dividend*	Medical Trend
2004-05	10.0%	10.6%	15.5%
2005-06	10.0%	7.7%	14.0%
2006-07	9.0%	11.7%	12.0%
2007-08	7.0%	14.9%	11.0%
2008-09	4.5%	8.4%	11.0%
2009-10	3.9%	4.6%**	10.0%
2010-11	7.2%	TBD	10.0%



Updated 7/28/10

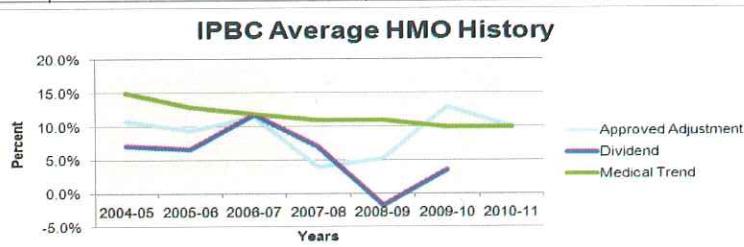


Gallagher Benefit Services, Inc.

#### IPBC Average HMO Rate History

##### HMO Rate History

	Avg. Approved Adjustment	Avg. Dividend*	Medical Trend
2004-05	10.9%	7.2%	15.0%
2005-06	9.5%	6.6%	13.0%
2006-07	11.5%	11.8%	12.0%
2007-08	4.1%	7.0%	11.0%
2008-09	5.4%	-1.7%	11.0%
2009-10	13.1%	3.4%**	10.0%
2010-11	10.1%	TBD	10.0%



Updated 7/28/10



INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE

AN INTERGOVERNMENTAL SELF-INSURED  
HEALTH BENEFIT PROGRAM

## A note from the Chairman...

**Bob Fialkowski, Finance Director, Village of Deerfield**

“...I believe the most important benefit of joining the pool is the future flexibility provided in designing a health benefits program within the budget set forth by the Village each year and access to innovative strategies to deal with the continued provision of these benefits to our employees. There have been quite a number of articles recently in the local and national press concerning the widespread expert opinion of 15% annual increases in employer-provided health insurance into the future and the unknown effect of the recent major changes to come due to the Federal health insurance bill. To deal with these types of increases and rapid changes, we need to be able to offer a menu of alternatives designed to share a greater responsibility for choosing and managing cost-effective health care with the employees. With 175 lives, we are not big enough on our own to offer a cafeteria of options to effect this transfer of decision-making. But as part of a pool of like-minded and similarly situated municipalities, membership in the IPBC will enable us to share and pool, with a larger number of covered employees, alternatives such as high-deductible plans or healthcare reimbursement arrangements. It also gives us access to consultants who can evaluate our individual circumstances along with the pool as an entity and offer cost effective programs to deal with the rising cost of these benefits.”

**This document briefly highlights the history of the Intergovernmental Personnel Benefit Cooperative (IPBC). This information is proprietary and may be shared with your Boards.**

## VILLAGE OF BENSENVILLE

TYPE: Resolution

SUBMITTED BY: Gary Thorsen

DATE:

DESCRIPTION Resolution requesting execution of a purchase order to issue a check to the Chamber of Commerce for the 4<sup>th</sup> of July/Liberty Fest Parade for production expenses

### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

Financially Sound Village

Quality Customer Oriented Services

Safe and Beautiful Village

Enrich the lives of Residents

Major Business/Corporate Center

Vibrant Major Corridors

COMMITTEE ACTION: Administration, Finance and Legislation

DATE: FEB 22, 2011

### BACKGROUND:

- Attached you will find a P & L from 2010 parade and a resolution to execute a purchase order for a check to the Chamber of Commerce in the amount of \$10,000.00 for the 2011, 4<sup>th</sup> of July/Liberty Fest Parade.
- This item is a budgeted item in the 2011 budget account number 11070110-577013 Administration Music in the Park

### KEY ISSUES:

- Please note that due to the lack of fund raisers this year, groups that donated last year may not have the funds to do so this year.
- Action by the Village Board is needed to execute a check to the Chamber of Commerce for the 4<sup>th</sup> of July/Liberty Fest Parade for production expenses

### ALTERNATIVES:

- Reject resolution for the Chamber of Commerce in the amount of \$10,000.00 for the 2011, 4<sup>th</sup> of July/Liberty Fest Parade

### RECOMMENDATION:

- Staff recommends approval of the resolution executing a purchase order and check to the Chamber of Commerce for the 4<sup>th</sup> of July/Liberty Fest Parade for production expenses

### BUDGET IMPACT:

- Not to exceed \$10,000.00 which is a budgeted item under Account Number 11070110-577013 Administration Liberty Fest

### ACTION REQUIRED:

- Board action on the resolution.

Resolution No. R-

Authorizing Execution of a Agreement and Purchase Order with  
The Chamber Of Commerce

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 purchase order for a check in the amount of \$10,000.00 to the Chamber Of Commerce for the Fourth Of July/Liberty Fest Parade. 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

APPROVED:

---

Frank Soto  
Village President

ATTEST

---

JoEllen Ridder  
Village Clerk

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

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

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

Liberty Fest Parade 2010					
Parade Units	Paid	Ck #	Dep Pd	Ck#	Pd At Parade
Funny Little People				1001	\$550.00
Forms in Motion				1002	\$1,200.00
Medinah Cars				1021	\$1,200.00
Medinah Clowns				1011	\$375.00
Medinah Flying Carpets				1008	\$500.00
Mr. D's Magic Show (4)				1009	\$400.00
Medinah Mini Choppers				1012	\$1,200.00
Trail Riders of DuPage				1010	\$500.00
Taylor's Battery Co B 1st				1016	\$700.00
The Barefoot Hawaiian Inc				1014	\$375.00
Chicago Tribune Authority				1004	\$525.00
Neon Nuts				1006	\$750.00
Pony Rides/Village				1013	\$700.00
Bean Express/Beer Cups				1017	\$650.00
Compound Designs T Shirts				9999	\$240.00
Security (3 nights -5 people)	\$750.00	1022-26		1003	\$500.00
Signs	\$3,538.50	1028			
Vickie/Postage				1007	\$28.00
Senior Lunch - (cash from beer)	\$100.00				
Jazz Band (\$200.00 cash beer \$100.00 Ck)	\$300.00	1027			
Pizza					
Total	\$4,688.50				\$10,393.00
Cks Deposited	Village	Kiwanis	Ben Cham	Bison B	Art's Cou
	\$10,000.00	\$2,000.00	\$1,000.00	\$200.00	\$500.00
					<b>Total Expenses \$15,081.50</b>
Beginning Balance	\$5,754.82				
Total Cks Deposited	<b>\$13,700.00</b>				
Ck from Beer Money	\$1,632.99				
Total Cks written	<b>\$6,966.50</b>				
Total Cks Due at Parade 7/3	<b>\$8,115.00</b>				
Balance	<b>\$6,006.31</b>				
Vendor Money	<b>\$5,000.00</b>	Two Chefs	Bella Vista	Coffey Grou	Pusateri
A to Z Rentals	<b>\$2,000.00</b>	\$400.00	\$400.00	\$400.00	\$200.00
Thompson Rentals	<b>\$2,953.40</b>	Marrow/Shakeup	Senior Lopez	Mama Maria	*Mimmo's
Total	<b>\$46.60</b>	\$400.00	\$400.00	\$400.00	<b>*Acapulco Res \$400.00</b>
*Acapulco Rest Outstanding		Ice Lolly Gelato	EI Toreo	Ice Lolly Café	*Lee & Eddie
		\$400.00	\$400.00	\$400.00	
Beer Tent (Cash)	<b>\$7,001.00</b>				
Reimbursement Jazz Band	\$200.00				
Reimbursement for Senior Lunch Coup	\$100.00				
Total	<b>\$7,301.00</b>				
Village/Town & Country Distributors	<b>\$2,272.55</b>	#1029			
Rick Expenses	<b>\$615.13</b>	#1031			
To Parade Account/Tent Tables Etc	<b>\$1,632.99</b>	Int Trans			
To Lions	<b>\$1,890.67</b>	#1032			
To American Legion	<b>\$528.22</b>	#1033			
To Bensenville Chamber	<b>\$361.44</b>	#1034			
Total	<b>\$0.00</b>				

## VILLAGE OF BENSENVILLE

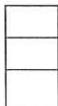
TYPE: Resolution

SUBMITTED BY: Gary Thorsen

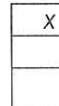
DATE:

**DESCRIPTION:** Resolution requesting execution of a contract and purchase order with Melrose Pyrotechnics, Inc. for Liberty Fest 4<sup>th</sup> of July 2011 Fireworks Display

### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:



Financially Sound Village  
Quality Customer Oriented Services  
Safe and Beautiful Village



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

**COMMITTEE ACTION:** Administration, Finance, and Legislation

**DATE: FEB 22, 2011**

### **BACKGROUND:**

- Attached find two proposals, resolution and a contract with Melrose Pyrotechnics, Inc. for the fireworks display for the 2011 & 2012 Liberty Fest 4<sup>th</sup> of July Fireworks Display.
- The agreement is for \$23,000.00 for each yr. 2011 & 2012 for a twenty-two minute display.
- Payment in full will be required within 30 days after the event.
- This item is a budgeted item for the 2011 Fireworks display only. Budget line item number 11070110-577013 Admin Liberty Fest.

### **KEY ISSUES:**

- Action by the Village Board is needed to allow Melrose Pyrotechnics, Inc. to be our sole provider for our fireworks display on July 4<sup>th</sup> 2011.

### **ALTERNATIVES:**

- Not approve the resolution to retain Melrose Pyrotechnics, Inc. for our Liberty Fest 4<sup>th</sup> of July fireworks display.

### **RECOMMENDATION:**

- Staff recommends approval of the resolution executing a contract and a purchase order with Melrose Pyrotechnics, Inc. for the production of the fireworks display on July 4<sup>th</sup> 2011 at Redmond Park.
- Attached are proposals from other fireworks companies for your review

### **BUDGET IMPACT:**

- Not to exceed \$23,000.00 which is a budgeted item under Account Number 11070110-577013 Admin Liberty Fest

### **ACTION REQUIRED:**

- Board action on the resolution.

Resolution No. R-

Authorizing Execution of a Agreement and Purchase Order with  
Melrose Pyrotechnics Inc.

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

That the Village Manager is authorized to execute a purchase order and agreement in an amount of \$23,000.00 with Melrose Pyrotechnics Inc. to provide a twenty-two minute fireworks display for the Liberty Fest 4<sup>th</sup> of July, 2011. Payment in full within 30 days after the event. 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

APPROVED:

---

Frank Soto  
Village President

ATTEST

---

JoEllen Ridder  
Village Clerk

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

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

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

# LIBERTY FEST FIREFWORKS COMPARRSON

2011

**MELROSE PYROTECHNICS, INC.**  
AGREEMENT

This contract entered into this 16<sup>th</sup> Day of February AD 2011 by and between MELROSE PYROTECHNICS, INC. of Kingsbury, IN and Village of Bensenville (Customer) of City Bensenville State Illinois

WITNESSETH: MELROSE PYROTECHNICS, INC. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER (1) one Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer, said display to be given on the evening of July 4, 2011 Customer Initial       , weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within six (6) months of the original display date. Customer shall remit to the first party an additional 15% of the total contract price for additional expenses in presenting the display on an alternate date. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of MELROSE PYROTECHNICS, INC. In the event the customer does not choose to reschedule another date or cannot agree to a mutually convenient date, MELROSE PYROTECHNICS, INC. shall be entitled to 40% of the contract price for costs, damages and expenses. If the fireworks exhibition is canceled by CUSTOMER prior to the display, CUSTOMER shall be responsible for and shall pay to MELROSE PYROTECHNICS, INC. on demand, all MELROSE PYROTECHNICS, INC.'s out of pocket expenses incurred in preparation for the show including but not limited to, material purchases, preparation and design costs, deposits, licenses and employee charges.

MELROSE PYROTECHNICS, INC. agrees to furnish all necessary fireworks display materials and personnel for a fireworks display in accordance with the program approved by the parties. See Addendum A. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. MELROSE PYROTECHNICS, INC. enters this agreement contingent upon its ability to secure delivery of product for the display.

It is further agreed and understood that the CUSTOMER is to pay MELROSE PYROTECHNICS, INC. the sum of \$23,000.00 (Twenty three thousand and 00/100 dollars). A service fee of 1 1/2 % per month shall be added, if account is not paid within 30 days of the show date.

MELROSE PYROTECHNICS, INC. will obtain Public Liability and Property Damage and Workers Compensation Insurance.

Customer will provide the following items:

- (a) Sufficient area for the display, including a minimum spectator set back of 560 feet at all points from the discharge area.
- (b) Protection of the display area by roping-off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Search of the fallout area at first light following a nighttime display.

It is further agreed and mutually understood that nothing in this contract shall be construed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations and neither party shall be responsible for any agreements not stipulated in this contract. Customer agrees to pay any and all collection costs, including reasonable attorneys fees and court costs incurred by MELROSE PYROTECHNICS, INC. in the collection or attempted collections of any amount due under this agreement and invoice.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

MELROSE PYROTECHNICS, INC.

*Wynn Cramer*

By

Date Signed: February 16, 2011

**Wynn Cramer, Event Producer**

P.O. Box 302  
Kingsbury, IN 46345  
(800) 771-7976

CUSTOMER

By

Its duly authorized agent, who represents he/she has full authority to bind the customer.

Date Signed \_\_\_\_\_  
(PLEASE TYPE OR PRINT)

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

MELROSE PYROTECHNICS, INC.

KINGSBURY INDUSTRIAL PARK HEINOLD COMPLEX  
POST OFFICE BOX 302 KINGSBURY, IN 46345

T 219.393.5522 800.771.7976  
F 800.775.7976

Village of Bensenville

July 4, 2011 and July 4, 2012

Addendum A

Main Show: 20 Minutes

408 – 3 inch  
392 – 4 inch  
218 – 5 inch  
107 – 6 inch  
7 – 8 inch

56 Shells per minute:

Finale: 2 minutes

816 – 3 inch  
33 – 4 inch  
19 – 5 inch  
10 – 6 inch  
1 – 8 inch

439 Shells per minute

**MAD BOMBER**  
**FIREWORKS PRODUCTIONS**  
**AGREEMENT**

This contract entered into this 18th day of September, 2010 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter referred to as Seller, and  
Village of Bensenville

Herein after referred to as Buyer, of Bensenville State Illinois

Witness: Seller agrees to provide and Buyer agrees to purchase a Fireworks Display in accordance with the program agreed upon. Buyer will pay Seller a sum of \$24,990.00 for said Display. Upon acceptance of this agreement Buyer will pay Seller a sum of Waived as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1 1/2% per month will be assessed on accounts not paid within thirty days of display date.

Both Seller and Buyer mutually agree to the following terms, conditions, and stipulations:

1. Seller will present said Fireworks Display on the evening of the 4th Day of July, 2011, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original display date agreeable to both the Seller and Buyer.

2. The Fee for cancellation for any reason of the Fireworks Display is 40% of the agreement price if Buyer chooses to not select another display date within six months of the original display date.

3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 560' feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.

4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.

5. Seller agrees to provide Qualified Technicians to take charge of and present said Display.

6. Seller agrees to provide Liability Insurance in the amount of \$5,000,000.00 for the benefit of both the Buyer and Seller.

7. Mad Bomber Fireworks Productions retains the right to substitute product of equal or greater value in the event of shortages or unavailability of any particular item on the proposal.

8. Seller and Buyer agree to included Attachments, if any. See Attachments: none

Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

Mad Bomber Fireworks Productions

BUYER

By \_\_\_\_\_  
Randy McCasland, Director of Operations

By \_\_\_\_\_  
(Its duly authorized agent, who represents that he/she has full authority to  
Bind the Buyer.)

Date \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

## VILLAGE OF BENSENVILLE

**TYPE:** Resolution

**SUBMITTED BY:** Gary Thorsen

**DATE:**

**DESCRIPTION:** Resolution requesting execution of a contract and purchase order with Entertainment Management Group for 4<sup>th</sup> Of July/ Liberty Fest July 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> 2011

### **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

**COMMITTEE ACTION:** Administration, Finance, and Legislation

**DATE:** FEB 22, 2011

### **BACKGROUND:**

- Attached find the lineup, total production cost and resolution for the entertainment portion for Liberty Fest July 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> 2011 in the amount of \$13,700.00.
- Payment is to be made in two installments, first payment of \$6,850.00 will be due no later than March 15, 2011 and the balance due of \$6,850.00 no later than June 18, 2011 to Entertainment Management Group.

### **KEY ISSUES:**

- Action by the Village Board is needed to allow Entertainment Management Group to execute contracts with the bands that will be playing for Liberty Fest on July 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> 2011 at Redmond Park

### **ALTERNATIVES:**

- Not approve the resolution to retain Entertainment Management Group for our Liberty Fest on July 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> 2011

### **RECOMMENDATION:**

- Staff recommends approval of the resolution executing a purchase order and contract with Entertainment Management Group as agent for the Village of Bensenville in contracting the groups for Liberty Fest on July 3<sup>rd</sup> & 4th.

### **BUDGET IMPACT:**

- Not to exceed \$13,700.00 which is a budgeted item under Account Number 11070110-577013

### **ACTION REQUIRED:**

- Board action on the resolution.

Resolution No. R-

Authorizing Execution of Purchase Order with  
Entertainment Management Group

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

That the Village Manager is authorized to execute a purchase order in an amount of \$13,700.00 to Entertainment Management Group to pay for the entertainment lineup and fee structure for the 2011 Liberty Fest on July 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> at Redmond Park. Payment is to be made in two installments, first installment of \$6,850.00 is due on March 15, 2011 and the balance of \$6,850.00 is due no later than June 18, 2011. 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

APPROVED:

---

Frank Soto  
Village President

ATTEST

---

JoEllen Ridder  
Village Clerk

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

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

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

# Liberty Fest

2011

			<u>2011</u>
			4 days
<b>Friday, July 1</b>			
<b>7:30- 9:00 R Gang</b>			<b>\$1,300</b>
R Gang specializes in R&B music from the Motown era through the 90s. They have performed as on-field band for the Chicago Bears and pre-game entertainment for the Chicago Bulls.			
<b>Saturday, July 2</b>			
<b>5:00-7:00 Sambatico</b>			<b>\$1,000</b>
Brings back a taste of Brazil with many of the Bossa Nova style songs made famous by Sergio Mendes and Brasil 66 as well as their own jazzy bossafied versions of popular songs from the 60s and beyond.			
<b>8:00-10:00 Heartache Tonight: A Tribute To The Eagles</b>			<b>\$2,200</b>
From the powerful guitar duel in "HOTEL CALIFORNIA" to the shimmering harmonies of "PEACEFUL EASY FEELING", Heartache Tonight delivers an Eagles concert in every detail.			
<b>Sunday, July 3</b>			<b>\$1,200</b>
<b>5:00-7:00 The Meteors</b>			
The Meteors are Chicagoland's most Authentic 50's & 60's Oldies Rock & Roll band. Listening to them is like listening to your old 45's.			
<b>8:00-10:00 The Chicago Catz</b>			<b>\$2,500</b>
Without question, the #1 dance band in the Midwest. Fueled by a funky rhythm section and screaming horns, they are a party waiting to happen.			
<b>Monday, July 4</b>			
<b>5:00-6:30 He Said She Said (supplied by 7th heaven)</b>			<b>\$700</b>
Current Pop Rock			
<b>7:30-9:30 7th Heaven</b>			<b>\$4,000</b>
What else is there to say? 24 YEARS PLAYING THE LOCAL SCENE! 250 BOOKINGS A YEAR! OPENED FOR BON JOVI AT SOLDIER FIELD!			
<b>Total Band Expense</b>			<b><u>\$12,900</u></b>
<b>Trailer needed for changing room</b>			<b>\$800</b>
<b>Stage Sound and Lighting</b>			<b><u>\$18,790</u></b>
<b>Total Liberty Fest Production</b>			<b><u>\$32,490</u></b>
Parade			<b>\$10,000</b>
Fireworks			<b>\$25,000</b>
Barracades			<b>\$2,000</b>
Porto Potties			<b><u>Budget</u></b> <b>\$1,800</b>
<b>Total 2011 Liberty Fest</b>			<b><u>\$71,290</u></b>
Approx savings from budget			<b><u>\$12,210</u></b>
Revenues to be determined:			
Halloween we received \$3,000 over a 3 day period in Oct we should easily generate \$10,000 plus during this period Friday July 1st thru Monday July 4th. There will be 17 carnival Rides 13 games, beer tent, and approx 10 vendor tents at no cost. Village will have control of vendors. There will be a negotiated percentage return to the village from rev. generated by the carnival rides and the beer tent.		<b>????</b>	

## VILLAGE OF BENSENVILLE

**TYPE:** Resolution **SUBMITTED BY:** Gary Thorsen **DATE:**

**DESCRIPTION:** Resolution executing a contract and purchase order with American Stage & Mobile for Liberty Fest July 1<sup>st</sup>, 2nd 3<sup>rd</sup> and 4<sup>th</sup> 2011.

### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

Financially Sound Village  
 Quality Customer Oriented Services  
 Safe and Beautiful Village

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

**COMMITTEE ACTION:** Administration, Finance, and Legislation

**DATE:** FEB 22, 2011

#### **BACKGROUND:**

- Attached find two quotes for staging, sound and lighting for Liberty Fest July 1<sup>st</sup>, 2nd 3<sup>rd</sup> and 4<sup>th</sup> 2011 with American Stage & Mobile in the amount of \$18,260.00 and North Park Rental Service in the amount of \$18,790.00.
- Also attached is a resolution for American Stage & Mobile for Liberty Fest July 1<sup>st</sup>, 2nd 3<sup>rd</sup> and 4<sup>th</sup> 2011
- Also note that American Mobile will include a reviewing stand free of charge for our parade

#### **KEY ISSUES:**

- Deposit of \$9,130.00 which is 50% of the total will be due upon execution of the contract and the balance of \$9,130.00 will be on or before July 3<sup>rd</sup> 2011. This item is a budgeted item in the 2011 budget Account Number 11070110-577013 Admin. Liberty Fest
- Action by the Village Board is needed to execute a contract with American Stage & Mobile for the stage sound and lighting for Liberty Fest July 1<sup>st</sup>, 2nd 3<sup>rd</sup> and 4<sup>th</sup> 2011.

#### **ALTERNATIVES:**

- Reject Resolution with American Stage & Mobile to supply the staging for Liberty Fest July 1<sup>st</sup>, 2nd 3<sup>rd</sup> and 4<sup>th</sup> 2011.

#### **RECOMMENDATION:**

- Staff recommends approval of a resolution executing a contract and purchase order with American Stage & Mobile for the staging of Liberty Fest on July 1<sup>st</sup>, 2nd 3<sup>rd</sup> and 4<sup>th</sup> 2011.

#### **BUDGET IMPACT:**

- Not to exceed \$18,260.00 which is a budgeted item under Account Number 11070110-577013 Admin. Liberty Fest

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

Resolution No. R-

Authorizing Execution of a Agreement and Purchase Order with  
American Mobile Staging Inc.

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

That the Village Manager is authorized to execute a purchase order and contract in an amount of \$18,260.00 with American Mobile Staging Inc. to provide staging, sound and lighting for the Liberty Fest July 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, & 4th 2011. A deposit of \$9,130.00 is required upon execution of the contract. The remaining balance of \$9,130.00 is due on or before July 3<sup>rd</sup>, 2011. 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

APPROVED:

---

Frank Soto  
Village President

ATTEST

---

JoEllen Ridder  
Village Clerk

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

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

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

## American Mobile Staging

Staging for special events for over 20 years

Quote Date Jan 14th, 2011

Production Quote:

Event name: Bensenville 4<sup>th</sup> of July 2011

Event dates: July 1,2 ,3 and 4 2011

Attn : Gary Thorson

Equipment to be provided:

44 x 30 stage stage. The stage comes complete with an adjustable truss roof system. The stage also has stairs, skirting and backdrop. We also include (2) sound wings which makes the front of the stage 60ft . The stage comes with a covered 8x 10 monitor mix and a 16 x 8 Covered Front of house mix site.

48 k light system

Concert sound system for main stage

2 generators

one dressing trailer

- These delays will only be on site for the 4<sup>th</sup> of July
- 3 wired delays
- 2 wireless delays
- Client to provide decking for delay towers.

**Note: this also includes a 16 x 16 stage with roof system for the parade at NO Charge**

Labor to deliver , set up and take down the stage is also included.

We can provide banner bars to hold your flanking banners on each side of the stage.

Total cost of is **\$18,260.00**

Thank you very much for your time.

Dave Girardi

American Mobile Staging

708-243-7091

630-521-0610

[dgirardi@ameritech.net](mailto:dgirardi@ameritech.net)

3 Canturbury Ct, South Barrington, Il 60010 847-584-0350 Fax 847-584-0352

(815) 633-8234 FAX: (815) 633-9236  
9624 N. Second Street • Machesney Park, Illinois 61115-1696  
( QUOTATION ONLY )

Jacob L Calhoun  
Entered by JLC on 02-04-11

EMPLOYEE

**IMPORTANT! THIS EQUIPMENT MUST BE RETURNED DURING REGULAR BUSINESS HOURS.**

06-29-11

CUSTOMER #	064522	P.O. #				DATE OUT	09:00am		
RENTED TO:	Village Of Bensonville 12 S Center St Benson Ville, IL 60106 TBD	PHONE NUMBER(S)	(630) 670-1693 DAY (0) 766-8200 EVE.			TIME OUT			
JOB ADDRESS				DRIVER'S LICENSE #				DATE DUE	07-05-11
				Liberty Fest 2011 VH/PL			TIME DUE	09:00am	
				EMPLOYER				DATE IN	
							TIME IN		

QTY.	EQUIPMENT #	INTERVAL CHARGE	Meter Out/In	EL	DESCRIPTION OF ITEM	ITEM NUMBER	ITEM DESCRIPTION	ITEM PRICE
	2700-0027							6,295.00
1	Stage - W/ 40' X 28' Peaked Roof Stage- 44' x 28' Includes- Tower Style Peaked Roof- Load Bearing 2- Soundwings 12' x 8' Covered 12'x12' Monitor Raised Covered 16'x16' Front of House 2- Stair Units and Skirting and Backdrop Scaffold Towers for Banners			6295.00				
	0769-0001							795.00
1	RV STAGING (IUJBJ02P6RLSP0065)	32'		795.00				795.00
	0340-0029		2307.5			Plus fuel at 4.95 per Gallon		
1	Generator 125KW TOW (Magnum)			900.00				900.00
	Includes 50 Hours on the meter. You are responsible for fuel usage. We Recomend that you contact local Fuel service to deliver multiple times on site.							
	0340-0025							
1	Ground Rod Electrical					Plus fuel at 4.95 per Gallon		
	0340-0021 / HR OVER 8	33.330	3694.7					

**NAME**

I ACCEPT THE

8.25 % DAMAGE WAIVER AS PROVIDED ON THE REVERSE SIDE.

I undersigned Renter, authorize Dealer to charge my credit card according to the terms of this contract. I guarantee full payment including additional labor or replacement charges incurred.  
I undersigned Renter, specifically acknowledge that I have received and understand the instructions regarding the use and return of the rented equipment.  
I further acknowledges that he has read and fully understands the within equipment rental contract and agrees to be bound by all of the terms, conditions and provisions hereof. Renter acknowledges that he has received a true and correct copy of this agreement at the time of execution hereof.

CONTINUED ON NEXT PAGE

ITEM NAME

(ADDITIONAL TERMS & CONDITIONS  
ON REVERSE SIDE)

CHARACTER

I AM CHARGED FOR THE TIME EQUIPMENT IS IN YOUR POSSESSION. NO TIME LINE IT IS USED.

>> DELIVER ON 06-29-11 AT 09:00am PICK UP 07-05-11 AT 09:00am <<

Contact: Gary  
This Is Only A Quote. Availability Of The Equipment Will Not Be  
Guaranteed To You Until A Deposit Has Been Made.

REQUIRES 6000 POUND HITCH / 2" BALL

MUST SUPPLY OWN PADLOCK

30 GALLON TANK / 24 HRS. @ MAX. LOAD

DO NOT RUN OUT FUEL

*"We Rent Almost Anything"*

" THINK SPRING "  
Time For Yard  
Clean Up!  
Reserve Today

HOURS:  
MON-SAT 7:30a-6:00p  
SUNDAY 9:00a-4:00p

**NORTH PARK**  
Rental Service, Inc.

**Packard**  
**Party Center**

RENTAL  
DEPOSIT

QUOTATION 0302991

(815) 633-9234 FAX: (815) 633-9236  
9624 N. Second Street • Machesney Park, Illinois 61115-1696  
( QUOTATION ONLY )

Jacob L Calhoun

Entered by JLC on 02-04-11

EMPLOYEE

06-29-11

IMPORTANT - THIS EQUIPMENT MUST BE RETURNED DURING REGULAR BUSINESS HOURS.

CUSTOMER #	064522	P.O. #		DATE OUT	09:00am
RENTED TO:	Village Of Bensonville 12 S Center St Benson Ville, IL 60106 TBD	PHONE NUMBER(S)	(630) 670-1693 DAY (766-8200 EVE.	TIME OUT	
JOB ADDRESS		DRIVER'S LICENSE #	Liberty Fest 2011 VH/PL	DATE DUE	07-05-11
		EMPLOYER		TIME DUE	09:00am
				DATE IN	
				TIME IN	

QTY.	EQUIPMENT #	INTERVAL CHARGE DESCRIPTION OF ITEM	Meter Out/In	EL			
1	Generator 63KW Coleman 0340-0025	Includes 50 hours on meter- You are responsible for fuel usage.		650.00			650.00
1	Ground Rod Electrical 3550-0611						
1	* PROFESIONAL SOUND/LIGHT *	Price is based off of the supplied info. Includes sound, lights, delays. Includes - Operators for lights and sound Event to supply 2-Hotel rooms for June 30, July 1, 2, 3. Includes Delay Towers		9950.00			9,950.00
	DELIVERY / PICKUP CHARGE			200.00			200.00

DAMAGE  
WAIVER

SUB TOTAL 18,790.00

8.25 % DAMAGE WAIVER AS PROVIDED ON THE REVERSE SIDE.

I ACCEPT THE  
undersigned Renter, authorize Dealer to charge my credit card according to the terms of this contract. I guarantee full payment  
including additional labor or replacement charges incurred.  
I undersigned Renter, specifically acknowledge that I have received and understand the instructions regarding the use and  
operation of the rented equipment.  
Renter further acknowledges that he has read and fully understands the within equipment rental contract and agrees to be bound  
by all of the terms, conditions and provisions hereof. Renter acknowledges that he has received a true and correct copy of this  
document at the time of execution hereof.

TAX 0.00  
ESTIMATED 18,790.00

ITEM NAME

(ADDITIONAL TERMS & CONDITIONS  
ON REVERSE SIDE)

NATURE X

I ARE CHARGED FOR THE TIME EQUIPMENT IS IN YOUR POSSESSION. NOT THE TIME IT IS USED.

>> DELIVER ON 06-29-11 AT 09:00am PICK UP 07-05-11 AT 09:00am <<

Contact: Gary

This Is Only A Quote. Availability Of The Equipment Will Not Be  
Guaranteed To You Until A Deposit Has Been Made.

REQUIRES 6000 POUND HITCH / 2" BALL

MUST SUPPLY OWN PADLOCK

30 GALLON TANK / 24 HRS. @ MAX. LOAD

DO NOT RUN OUT FUEL

*"We Rent Almost Anything"*

" THINK SPRING "  
Time For Yard  
Clean Up!  
Reserve Today

HOURS:  
MON-SAT 7:30a-6:00p  
SUNDAY 9:00a-4:00p

## VILLAGE OF BENSENVILLE

TYPE: Resolution

SUBMITTED BY: Gary Thorsen

DATE:

**DESCRIPTION:** Resolution requesting execution of a contract and purchase order with Entertainment Management Group for Music in the Park series.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

Financially Sound Village

Quality Customer Oriented Services

Safe and Beautiful Village

Enrich the lives of Residents

Major Business/Corporate Center

Vibrant Major Corridors

**COMMITTEE ACTION:** Administration, Finance and Legislation

**DATE: FEB 22, 2011**

**BACKGROUND:**

- Attached find the list of bands, total cost of MIP, article on the Elk Grove version of MIP, resolution and the contract for the entertainment portion in the amount of \$30,100.00 with Entertainment Management Group for 2011 Music in the Park.
- The series starts on June 8<sup>th</sup> and runs through August 24<sup>th</sup> 2011.
- A deposit of \$15,050.00 which is 50% of the total will be due by March 15<sup>th</sup> 2011.
- Three equal payments of \$5,016.66 will be due on 6/01/11, 7/01/11, and 8/01/11 to Entertainment Management Group.
- This item is a budgeted item in the 2011 budget account number 11070110-577012 Administration Music in the Park

**KEY ISSUES:**

- Action by the Village Board is needed to allow Entertainment Management Group to execute contracts with the bands that will be performing for Music in the Park.

**ALTERNATIVES:**

- Not approve the resolution to retain Entertainment Management Group for our Music in the Park series.
- Search out other avenues for musical groups.

**RECOMMENDATION:**

- Staff recommends approval of the resolution executing a contract with Entertainment Management Group as agent for the Village of Bensenville in contracting the groups for Music in the Park.

**BUDGET IMPACT:**

- Not to exceed \$30,100.00 which is a budgeted item under Account Number 11070110-577012 Administration Music in the Park

**ACTION REQUIRED:**

- Board action on the resolution.

Resolution No. R-

Authorizing Execution of Purchase Order with  
Entertainment Management Group

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

That the Village Manager is authorized to execute a purchase order and contract in the amount of \$30,100.00 with Entertainment Management Group to provide the entertainment portion for the Music In The Park 2011 concert series. A deposit of \$15,050.00 which is 50% of the total to be paid by March 15, 2011 and three equal payments of \$5,016.66 will be due on 6/01/11, 7/01/11, and 8/01/11 to Entertainment Management Group. 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

APPROVED:

---

Frank Soto  
Village President

ATTEST

---

JoEllen Ridder  
Village Clerk

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

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

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



Contract made this date 02/16/11, between The Village of Bensenville, Illinois (hereinafter referred to as PURCHASER ) and Entertainment Management Group, a sole proprietorship, (hereinafter referred to as AGENT)

The PURCHASER hereby engages the AGENT to perform the duties and services hereinafter provided, upon all of the terms and conditions herein set forth. The budget and payment for such services and duties shall be no more than \$30,100.00. Please Initial \_\_\_\_\_

1. EVENT : Music in the Park Please Initial \_\_\_\_\_

2. DATES : 6/8, 6/15, 6/22, 7/13, 7/20, 7/27, 8/3, 8/10, 8/17, 8/24/11 RAIN OR SHINE Please Initial \_\_\_\_\_

3. Location: Town Center, 12 S. Center Please Initial \_\_\_\_\_

4. SERVICES PROVIDED: AGENT duties will include meeting with Village staff as necessary, contacting the bands (or representatives) listed under item #5, negotiation and review of band contracts and riders, contracting the bands, scheduling of band load-ins and load-outs and on site supervision of performance. AGENT will disburse all deposits and final payments for all of the bands

Please Initial \_\_\_\_\_

5. With PURCHASER approval and acceptance of the special provisions listed under item #6, AGENT shall contract the following listed headline bands:, Caliente , The New Invaders: The Ultimate 60's Flashback, Arra , Rico: Celebrating the Music of Santana, Hi Infidelity., American English: The Complete Beatles Experience, Your Villain My Hero, The Neverly Brothers, 25 or 6 to 4: A Salute To The Music of Chicago, Kashmir: The Led Zeppelin Show. Opening bands Squirt, Bagshot Row, Hickey-Bava Blues, Flyte, Exit 147, and In Session

6. Please Initial \_\_\_\_\_

6. SPECIAL PROVISIONS: Please Initial \_\_\_\_\_

{a} If any engagement is canceled due to inclement weather, band will receive full compensation.

{b} To be provided by purchaser:

Dressing area equipped with tables, seating

Stage, sound, lights, power and electrician

Coolers, ice, bottled water, soda and diet soda for the stage

{c} This contract cannot be canceled unless mutually agreed upon by both parties.

{d} FORCE MAJEURE: If any band's performance(s) is rendered impossible, hazardous, or is otherwise prevented or impaired due to sickness, accident, inability to perform, interruption or failure of means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond the AGENT'S control, then AGENT'S obligation with respect to the affected performance(s)/service(s) shall be excused and AGENT shall have no liability to PURCHASER in connection therewith. If band is present and able to perform and show is canceled, for any reason, PURCHASER shall be liable for total compensation for all services.

{e} In no event shall AGENT be liable for any personal injury or damage caused by persons altering with or tampering with stage, show props/costumes or lighting/sound equipment.

{f} No portion of this performance shall be recorded, reproduced, or transmitted in any manner, by any means whatsoever, without the prior WRITTEN permission of the AGENT . Any fees imposed by BMI , ASCAP, or any other agency regarding song performance rights and royalties are solely the responsibility of the PURCHASER

{g} Any claim or dispute arising out of or relating to this agreement or breach thereof shall be settled by arbitration in Illinois in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators and may be entered in any court having jurisdiction thereof.

{h} It is agreed that **AGENT** acts as a Talent Agent and assumes no liability hereunder. **PURCHASER** agrees to hold **AGENT** harmless from any action of any band or band member. **PURCHASER** shall defend, indemnify and hold **AGENT**, its officers, and employees harmless from and against any and all claims, suits, damages, liabilities, costs and expenses (whether based on breach of contract, or product liability), including reasonable counsel fees, arising out of or based on the performance of any band or member associated with any band hereunder or any act of commission of such band or member.

{i} It is understood that **AGENT** depends on its resources (**PURCHASER**) for its livelihood. For that reason, **AGENT** shall retain the right to any re-booking of any band or key personnel by **PURCHASER** for the period of 12 months from the termination of this agreement. In the event any band or key personnel, either under this current entertainment name or any other entertainment name they should use, are rebooked by the **PURCHASER** within 12 months, **AGENT** shall be entitled to a fee no less than 10% of the gross Contract price.

{j} **INDEPENDENT CONTRACTOR:** All parties hereto acknowledge that they are solely acting as independent contractors and nothing herein contained shall be construed as creating a partnership, employee/employer, joint venture or any other relationship between the parties.

{k} The contract may be executed in multiple counterparts and delivery of facsimile copies or executed counterparts shall be deemed valid and effective for all purposes.

{l} The signatures below confirm that the parties have read and approved each and all of the terms and conditions set forth in this agreement, as well as all items listed on all attached **ARTIST** riders, if any, and constitutes the sole, complete and binding agreement between the parties hereto. **PURCHASER**, in signing this agreement him/herself or having same signed by a representative, acknowledges his/her/their authority to do so, and hereby assumes liability for all stated amounts.

7. PAYMENT: All payments shall be paid by **CERTIFIED CHECK** or **CORPORATE CHECK** as follows:

**PURCHASER** shall pay a **\$15,050.00** Deposit to, and in the name of, **ENTERTAINMENT MANAGEMENT GROUP** not later than 03/15/11.

and

**PURCHASER** shall pay three equal **\$5,016.66** Payments to, and in the name of, **ENTERTAINMENT MANAGEMENT GROUP** on 06/01/11, 7/1/11, and 8/1/11.

Please Initial \_\_\_\_\_

x \_\_\_\_\_ Date / /

**PURCHASER**

Village of Bensenville  
12 S. Center Street  
Bensenville, IL

X  Date 2/16/11  
**AGENT**  
Entertainment Management Group  
PO Box 91766  
Elk Grove Village, IL 60009

# Music in The Park 2011

Please find below a list of musical choices for our 2011 Music In the Park series. We have eliminated both the Buckinghams and the Ides of March. This saves a significant amount of money. But based on Trustee feed back, we have selected fan favorites as well as some new offerings that have good followings.

On nights when we present two bands, warm up bands, we suggest starting at 7 PM and end at 10 PM. This will only be scheduled after school lets out for the summer.

## HEADLINERS

### Caliente \$1,800.00

The soulful sounds of Old School with a Latin groove. Latin jazz, Rock, Salsa, R&B, Motown/Dusties and more. Viva Caliente!

### Rico \$2,000.00

Hailed as the foremost Santana tribute show in America. Hear all of the hits with sizzling vocals and soaring guitar solos.

### The New Invaders: The Ultimate 60's Flashback \$3,000.00

Complete with go-go dancers and vintage clothing, this highly energetic show features the hits from Brit Rock to Woodstock. Groovy baby!

### Arra: \$3,000.00

Considered one of the top cover bands in Chicagoland, they perform the rock hits of Foreigner, Kansas, Bon Jovi, AC/DC, Aerosmith, Journey, and more.

### Hi Infidelity \$3,300.00

Voted best suburban classic rock band for several years. Hi Infidelity's plays the hits of REO Speedwagon, Styx, Journey, Boston, and others.

### American English: The Complete Beatles Tribute: \$5,000.00

American English covers the entire career of the Beatles from 1963-1970 with precise attention to every musical detail, along with costume changes, vintage instruments, and special effects.

### Your Villain My Hero: \$2,000.00

Hailed as one of the hottest bands on the festival circuit, they play the contemporary dance hits of Lady Gaga, Black Eyed Peas, No Doubt, Katy Perry and many many more.

### The Neverly Brothers: \$2,500.00

The Neverly Brothers bridge the gap between 50s rockabilly and the early 60s British invasion on a retro-sonic joyride from Memphis to Liverpool ...and back!

### 25 or 6 to 4: \$2,600.00

The premier tribute to legendary jazz/pop/rock band Chicago. Hear hits like "BEGINNINGS", "FEELING STRONGER EVERY DAY", "SATURDAY IN THE PARK", "IF YOU LEAVE ME NOW", and more

### **Kashmir: The Led Zeppelin Show \$1,900.00**

Utilizing authentic vintage stage gear, costumes, and special effects, Kashmir performs material spanning Led Zeppelin's entire catalog.

### **OPENING ACTS**

#### **Hickey Bava Blues \$500**

Retro style jazz/blues featuring original material and standards such as Mack The Knife, Fly Me To The Moon, and Sunny Side Of The Street

#### **Bag Shot Row \$500**

Long-time local Beatles-style band. Oldies by the likes of Elvis, The Byrds, Herman's Hermits, Everly Brothers, and The Monkees

#### **FLYTE \$500**

Covers by artists that include Bruce Springsteen, Cheap Trick, Steely Dan, The Beatles and The Rolling Stones.

#### **Squirt \$500**

Four Fenton alumni performing Classic Rock by the likes of Aerosmith, Tom Petty, Bob Seger, John Mellencamp, ZZ Top, and Led Zeppelin.

#### **In Session \$500.00**

Kim Lefue, a local resident, is the lead singer of this new band on the scene. They play hits of the 80's, 90's, through today.

#### **Exit 147: \$500.00**

Steppenwolf "Magic Carpet Ride" or "8675309 (Jenny, Jenny)". Some classics include Bon Jovi, U2, and Mellencamp. The newest songs are from Finger 11 and Maroon 5.

<b><u>Last Year</u></b>	<b><u>This Year</u></b>	<b><u>Reduction</u></b>
<b>Total Band Expense: \$40,200.00</b>	<b>\$30,100.00</b>	<b>\$10,100.00</b>

This Year Proposal		2011 Band Recommends		2011		2011	
Headliners		Description		Band Fee		Budget	
				<u>MIP</u>		Reduction	
American English	The Complete Beatles Tribute			\$5,000.00			
Hi Infidelity	80's rock; voted best cover band			\$3,300.00			
The New Invaders	The Ultimate 60's Flashback			\$3,000.00			
The Neverly Brothers	50's Rock'n'Roll			\$2,500.00			
Arra	Voted best Classic Rock band 5 times			\$3,000.00			
Rico	Santana Tribute			\$2,000.00			
Kashmir	The Led Zeppelin Show			\$1,900.00			
25 or 6 to 4	The Tribute to Chicago			\$2,600.00			
Caliente	Latin flavored R&B and soul			\$1,800.00			
Your Villain My Hero	Modern Hits; Lady GaGa, Black Eyed			\$2,000.00			
<u>Opening Bands</u>				\$500.00			
FLYTE	Springsteen, Cheap Trick, Steely Dan, Beetles and Stones			\$500.00			
Squirt	Fenton Alum, Classic Rock			\$500.00			
Bag Shot Row	Fenton Alum, Beatles, Elvis, Etc			\$500.00			
Hickey Bava Blues	Jazz/Blues, Fly Me To The Moon			\$500.00			
In Session	80's and 90's Soft Rock			\$500.00			
<b>Total Band</b>		<b>\$29,600.00</b>					
Stage				\$14,250.00			
Sound				\$12,750.00			
Lighting				\$3,500.00			
<b>Total Stage, Sound, Lighting</b>		<b>\$30,500.00</b>					
Miscellance					\$6,800.00		
Jim and Beckys Carriage					\$2,000.00		
Artist					\$1,200.00		
John Spot Porto Potties					<b>\$10,000.00</b>		
Total Extras							
Total MIP Production					<b>\$70,100.00</b>	<b>\$83,000.00</b>	<b>\$12,900.00</b>

## Monkees' Dolenz to headline summer concert series

By kenmanson Community Member Yesterday at 6:26 p.m.

Elk Grove Village is getting a partner — the Elk Grove Park District — to help pay for the third year of its Mid-Summer Classics four-week concert series.

The concert series has been dubbed “Unity Within the Community” and ends July 26 with music by Micky Dolenz of the Monkees.

The free concerts will be held at 7:30 p.m. Tuesdays in July on the Village Green, located between Village Hall and the public library on Wellington Avenue. This year’s schedule is as follows:

July 5: The Lovin’ Spoonful

July 12: The Chicago Gold Revue, with singers from The Buckinghams, New Colony Six, Cryan’ Shames and Shadows of Knight

July 19: Eagles tribute band Hotel California

July 26: Micky Dolenz

Without a co-sponsor, village officials had considered scaling back the concert series with fewer headliners and more tribute bands. The village similarly cut its three annual fireworks shows from 24 to 18 minutes to save money, Mayor Craig Johnson said. The fireworks shows are during Rotary Fest in July, the Fourth of July and tree lighting in November.

Johnson said he mentioned to park board members that he wanted to keep the concert series on the same level as the previous year and was looking for a sponsor. The cost of the concert series will be \$70,000, the same as last year, Johnson said, with the park district providing \$30,000 and the village paying \$40,000 from tobacco licensing fee revenue. The village would have budgeted the concert series at \$40,000, without a sponsor, Johnson said.

“With this lineup, we’ll have a bigger and better event than we had before. We’re very excited about it,” park board President Tom Cooke said.

“This is an A-plus lineup we put together,” Johnson said.

With other communities cutting events to save money, “we think it’s important to provide free or very low-cost events to go to,” Johnson said.

He said the concerts also draw people from outside Elk Grove Village who help the local economy by spending money at local businesses.

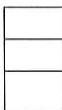
Parking for the concerts is available at the Town Center shopping center at the southwest corner of Arlington Heights and Biesterfield roads, and at the Park District Pavilion at 1000 Wellington Ave. Bring a blanket or lawn chair as no seating is provided.

## VILLAGE OF BENSENVILLE

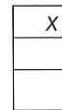
**TYPE:** Resolution      **SUBMITTED BY:** Gary Thorsen      **DATE:**

**DESCRIPTION:** Resolution requesting execution of a contract and purchase order with American Stage & Mobile for Music in the Park series

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**



Financially Sound Village  
Quality Customer Oriented Services  
Safe and Beautiful Village



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

**COMMITTEE ACTION:** Administration, Finance and Legislation

**DATE:** FEB 22, 2011

**BACKGROUND:**

- Attached find three proposals for Staging, a resolution and a contract with American Stage & Mobile for Music in the Park 2011 in the amount of \$14,250.00 for ten concert dates.
- The series will start on June 8<sup>th</sup> and end on August 24<sup>th</sup> 2011.
- Deposit of \$7,125.00 which is 50% of the total will be due by March 15<sup>th</sup> 2011 and the balance of \$7,125.00 will be paid no later than 08/24/11.
- This item is a budgeted item in the 2011 budget account number 11070110-577012 Administration Music in the Park

**KEY ISSUES:**

- Action by the Village Board is needed to execute a contract with American Stage & Mobile for the Staging at Music in the Park.

**ALTERNATIVES:**

- Reject Resolution with American Stage & Mobile to supply the Staging for our Music in the Park Series and find another company

**RECOMMENDATION:**

- Staff recommends approval of the resolution executing a contract with American Stage & Mobile for Staging for Music in the Park.

**BUDGET IMPACT:**

- Not to exceed \$14,250.00 which is a budgeted item under Account Number 11070110-577012 Administration Music in the Park

**ACTION REQUIRED:**

- Board action on the resolution.

Resolution No. R-

Authorizing Execution of a Agreement and Purchase Order with  
American Mobile Staging Inc.

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

That the Village Manager is authorized to execute a purchase order and contract in an amount of \$14,250.00 with American Mobile Staging Inc. to provide staging for the Music in The Park 2011 concert series. A deposit of \$7,125.00 which is 50% of the total to be paid by March 15, 2011 and \$7,125.00 to be paid no later than August 24, 2011. 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

APPROVED:

---

Frank Soto  
Village President

ATTEST

---

JoEllen Ridder  
Village Clerk

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

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

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

## Stage Proposals

## American Mobile Staging

Staging for special events for over 20 years

Production Quote:

Event name: Bensenville Summer concert series 2011

Event dates: Wednesday nights 2011

Attn : Gary Thorson

Equipment to be provided:

24 x 16 x 4 ft stage. The stage comes complete with An adjustable truss roof system. The stage also has stairs, skirting and backdrop. We also include (2) 4 x 8 sound wings which makes the front of the stage 40ft wide leaving a clear 24 x 16 stage clear for the entertainment

Labor to deliver , set up and take down the stage is also included.

We can provide banner bars to hold your flanking banners on each side of the stage.

Total cost of 10 weeks is **\$14,250.00**

Thank you very much for your time.

Dave Girardi

American Mobile Staging

708-243-7091

630-521-0610

[dgirardi@ameritech.net](mailto:dgirardi@ameritech.net)

3 Canturbury Ct, South Barrington, Il 60010 847-584-0350 Fax 847-584-0352



MANUFACTURER OF STAGING EQUIPMENT AND ACCESSORIES  
Platforms • Ramps • Stairs • Roofs • Towers • Skirting • Banners • And More  
Standard and Custom Items available for Purchase or Rent

## • PROPOSAL •

Submitted to:	Gary Thorsen		
Company:	Village of Bensenville	Job Name:	Outdoor Stage Rental
Address:	12 South Center St	Job Location:	12 South Center St
City/State/Zip:	Bensenville, IL 60106	Event Date:	(9) of (10) Wednesdays
Phone:	630.670.1692	Install:	See below
FAX:		Remove:	See below

We hereby submit specifications and estimates for:

	Per Event Price:	
24' wide x 16' deep x 4' high Stage with leveling suspension – set up on grass	\$ 1,036.00	
Includes (2) 4' x 8' Sound Wings	62.00	
(1) Stair with handrails	48.00	
Black blow-through Skirting for front		
No handrail for stage		
Equipment Rental (per event) – discounted for Village of Bensenville	\$ 1,146.00	
Transportation (per event) – Weekday delivery; Weeknight pick up; (1) 16' Truck	120.00	
Crew Labor (per event) – (2) hours to install; (1) hour OT to strike	630.00	
	\$ 1,896.00	
	per event	

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Payment to be made as follows: **Payment Due At Delivery**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Labor charges are based on estimated time required for set-up and take-down. Any hours over estimated time will incur additional charges and be invoiced. Transportation charges are based on estimated time for driver to deliver and pick-up equipment, with no 'staging' involved. Any alteration or deviation from above specifications involving extra costs will be executed only on written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature:

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Acceptance Date:

Print Name:

Signature:

Work will not begin without receipt of accepted and signed proposal. We thank you for the opportunity to work with you!

Gary,

Thanks for the inquiry on staging for your events. We would love to do business with you over this summer. As Todd discussed with you today we would bring your event a mobile stage. We would leave it on site for the duration of the June 8<sup>th</sup> thru August 24<sup>th</sup>, 2011. We will set-up and tear-down the stage, however you will be responsible to open and close before and after each event. We will leave unit there for the duration unless we need it for another event. We will not charge you any additional if we choose to tear it down in between events. We also can arrange to have sound and lights for your event Below you will find two different size options. Please look over and if you have any questions please let me know.

Option 1- Showmobile 28' x 14' @ 42" h, with 2- 8' x 4' Soundwings- \$2,250.00 First Event, \$1,700.00 each date afterwards.

**Total for the 10 dates- \$17,550**

Option 2- Showmobile 28' x 18' @ 42" h, with 2- 8' x 4' Soundwings- \$2,500.00 First Event, \$1,950.00 each date afterwards.

Total for the 10 - dates- \$20,050

Thanks

---

Jake Calhoun  
Director of Operations  
North Park Rental  
9624 North Second Street  
Machesney Park, IL 61115  
v-815-633-9234  
f-815-633-9236  
[jakec@northparkrental.com](mailto:jakec@northparkrental.com)

American Mobile Staging Inc.  
3 Canterbury Court  
South Barrington, IL. 60010



Village of Bensenville  
Mr. Gary Thorsen  
12 South Center  
Bensenville, IL 60106

Dear Gary,

Thank you for choosing American Mobile Staging, Inc. for your event production company. The following is an outline to process your contract.

1. This contract is sent unsigned.
2. Customer must **sign at all X's and return all pages of this contract with a 50% deposit.**
3. Your date is not confirmed until deposit and signed contract are received by AMS.
4. Your contract is not binding until deposit is received by AMS.
5. Any checks returned **NSF** will void contract.
6. We cannot hold dates. Any contract not returned in 30 days is void.
7. Please include **directions** to your event to ensure on-time delivery.
8. Make check payable to: **American Mobile Staging, Inc.**

Thank you again for choosing American Mobile Staging, Inc.

Nicholas R. Serino  
President American Mobile Staging, Inc.

**American Mobile Staging Inc.**  
3 Canterbury Ct. South Barrington IL. 60010  
Ph. 847-584-0350 Fax. 847-584-0352

## **CONTRACT AGREEMENT**

1. This contract is entered into this date 2/9/11 .
2. Between American Mobile Staging, Inc. and **Village of Bensenville** .
3. To provide services, personnel and/or equipment for **Bensenville Concerts in the Park** .
4. The services shall be provided by American Mobile Staging, Inc. to customer from 6/8/11 to 8/24/11 .
5. All personnel and equipment shall be returned to American Mobile Staging, Inc. by 8/25/11 .
6. Customer agrees to pay to American Mobile Staging, Inc. a total fee of \$14,250.00 .
7. A nonrefundable deposit shall be paid upon execution of this contract in the amount of \$7,125.00 .
8. Payment of the balance of this contract shall be made on 8/24/11 in the amount of \$7,125.00 .

## **SERVICES TO BE PROVIDED**

## CONTACT

**ADDITIONAL TERMS, CONDITIONS AND CHARGES:** Special terms and conditions to this agreement shall be set forth on Schedule A. Customer options as well as riders to this agreement shall be set forth on schedule B. Customer shall pay all additional costs and expenses reflected therein.

**DESIGNATED CONTRACTOR REPRESENTATIVE:** Contractor designates \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS:** All the general terms and conditions attached to this agreement are incorporated by reference herein as though set forth at length. All such terms and conditions as well as riders have been read and understood by the parties to this agreement.

**AUTHORITY:** Each party executing this agreement, or any changes thereto, warrants and represents to the other that they have the right and authority to enter into this agreement on behalf of, and legally bind, the party for whom they are signing.

This contract will be canceled if not returned in 15 days of line 1 above!

---

Nicholas R. Serino, President  
American Mobile Staging, Inc.

Customer, on behalf of:

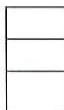


## VILLAGE OF BENSENVILLE

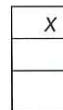
TYPE: Resolution **SUBMITTED BY:** Gary Thorsen **DATE:**

**DESCRIPTION:** Resolution requesting execution of a contract and purchase order with Diversified Audio Group Inc. for Music in the Park series

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**



Financially Sound Village  
Quality Customer Oriented Services  
Safe and Beautiful Village



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

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**COMMITTEE ACTION:** Administration, Finance and Legislation

**DATE: FEB 22, 2011**

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**BACKGROUND:**

- Attached find three proposals for Sound and Lighting and a contract with Diversified Audio Group Inc. for Music in the Park 2011 in the amount of \$16,250.00 for ten concert dates.
- The series will start on June 8<sup>th</sup> and end on August 24<sup>th</sup> 2011.
- Deposit of \$8,125.00 which is 50% of the total will be due by March 15<sup>th</sup> 2011 and the balance of \$8,125.00 will be paid no later than 08/24/11.
- This item is a budgeted item in the 2011 budget account number 11070110-577012. Administration Music in the Park

**KEY ISSUES:**

- Action by the Village Board is needed to execute a contract with Diversified Audio Group Inc. for the Sound and Lighting at Music in the Park.

**ALTERNATIVES:**

- Reject Resolution with Diversified Audio Group Inc. to supply the Sound and Lighting for our Music in the Park Series and find another company

**RECOMMENDATION:**

- Staff recommends approval of the resolution executing a contract with Diversified Audio Group Inc. for Sound and Lighting for Music in the Park.
- Attached Sound and Lighting proposals for your review.

**BUDGET IMPACT:**

- Not to exceed \$16,250.00 which is a budgeted item under Account Number 11070110-577012 Administration Music in the Park

**ACTION REQUIRED:**

- Board action on the resolution.

Resolution No. R-

Authorizing Execution of a Agreement and Purchase Order with  
Diversified Audio Group Inc.

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

That the Village Manager is authorized to execute a purchase order and contract in an amount of \$16,250.00 with Diversified Audio Group Inc. to provide sound and lighting for the Music in The Park 2011 concert series. A deposit of 8,125.00 which is 50% of the total to be paid by March 15, 2011 and \$8,125.00 to be paid no later than August 24, 2011. 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

APPROVED:

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Frank Soto  
Village President

ATTEST

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JoEllen Ridder  
Village Clerk

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

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

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

# Music in The Park Sound Lighting Proposals

# PERFORMANCE LIGHTING INC

(847) 952-9600 FAX (847) 952-9620

VISIT OUR WEB SITE @ [WWW.PERFORMANCELIGHTINGINC.COM](http://WWW.PERFORMANCELIGHTINGINC.COM)

from the desk of Russell Armentrout

## VILLAGE OF BENSENVILLE / DIRECTOR OF SPECIAL EVENTS

VILLAGE OF BENSENVILLE

630.670.1692

CONTACT NAME: GARY THORSEN

INVOICE #	6910RA	SHOW/RENTAL	START SHOW/RENTAL	6.9.10
INVOICE DATE	6.9.10	SALE/REPAIR	END SHOW/RENTAL	8.25.10
PO #	MIP	QUOTE	X	

## MUSIC IN THE PARK 10 SHOW DAYS

### PRICED FOR 10 SHOWS

#### STAGE LIGHTING

24 K SOURCE FOUR PAR LIGHTING SYSTEM  
MAC 700 AUTOMATED LIGHTING FIXTURE  
ALL DIMMING / CABLE  
AVO PEARL EXPERT CONTROL

	QTY	PRICE	PRD	TOTAL
24 K SOURCE FOUR PAR LIGHTING SYSTEM	1	1250	10	12,500
MAC 700 AUTOMATED LIGHTING FIXTURE	6	0	10	0
ALL DIMMING / CABLE	1	0	10	0
AVO PEARL EXPERT CONTROL	1	0	10	0

#### SOUND

EAW KF750 POWER W/ QSC POWER LITE AMPS  
DUAL 18" JBL SUBS POWERED WITH CROWN AMPS  
YAMAHA PMD 48 CHANNEL MIXING CONSOLE  
EAW DIGITAL PROCESSOR UX 8800  
ALL EV STAGE MONITOR WEDGES 15' X 2"  
EV DRUM FILL  
ALL SHURE , SENNHEISER AND AKG MICROPHONE

EAW KF750 POWER W/ QSC POWER LITE AMPS	1	1750	10	17,500
DUAL 18" JBL SUBS POWERED WITH CROWN AMPS	1	0	10	0
YAMAHA PMD 48 CHANNEL MIXING CONSOLE	1	0	10	0
EAW DIGITAL PROCESSOR UX 8800	1	0	10	0
ALL EV STAGE MONITOR WEDGES 15' X 2"	8	0	10	0
EV DRUM FILL	1	0	10	0
ALL SHURE , SENNHEISER AND AKG MICROPHONE				

#### TRANSPORTATION

DELIVERY

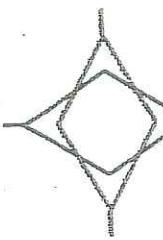
TO BE PROVIDED

1 0 1 0

\$30,000

TERMS: TBD

THANK YOU!



LITRONICX LTD.

1765 M Cortland Ct. Addison, IL 60101  
T: 630.620.7874 F: 630.620.7577  
[www.litronics.com](http://www.litronics.com)

## Rental Proposal

	Proposal No.
	2104

Bill To

Gary Thorsen  
Village of Bensenville  
Director of Special Events

Ship To

Your Purchase Order No. <u>123456789</u>	
Terms <u>Net 30</u>	
Due on receipt	

This Proposal is Valid for 30 Days!!

This Proposal is only Valid for the Equipment and/or Services listed above. Any changes necessitated by the desires of the Artist or Venue will be billed or credited accordingly.

Accepted by: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**GAND** .com  
**CONCERT**  
**SOUND**

1944 LEHIGH AVE, SUITE B  
GLENVIEW, IL 60026  
847-724-3333 847-724-3626 FAX

## **RENTAL PROPOSAL**

CLIENT: VILLAGE OF BENSENVILLE      ATTN: GARY THORSEN

GAND CONCERT SOUND PROPOSES TO PROVIDE (1) COMPLETE SOUND SYSTEM TO INCLUDE:

4-WAY STEREO PROPRIETARY SPEAKER SYSTEM  
SOUNDCRAFT MH4      40-CHANNEL ANALOG FOH CONSOLE  
RAMSA WR-S840      40-CHANNEL ANALOG MON CONSOLE  
(8) PROPRIETARY STAGE MONITORS / 118 DRUMSUB // SIDEFILLS NOT REQUIRED  
MICS / DI'S / STANDS PACKAGE // WIRELESS NOT INCLUDED  
ALL CABLES & ACCESSORIES AS NEEDED ARE INCLUDED

NOT INCLUDED / NOT AVAILABLE "IN-HOUSE":      LIGHTING SYSTEM  
NOT INCLUDED / OPTIONAL:      BACKLINE BANDGEAR

### **PROFESSIONAL SERVICES TO INCLUDE:**

(2) EXPERIENCED AUDIO TECHNICIANS  
FOR THE DURATION OF THE EVENT / TO SET UP & OPERATE THE SOUND SYSTEM  
ADDITIONAL STAGEHAND LABOR AS NEEDED FOR LOAD-IN/SET-UP & STRIKE/LOAD-OUT  
ALL EQUIPMENT TRANSPORTATION (DELIVERY & PICK-UP)

CLIENT WOULD BE REQUIRED TO PROVIDE (AT NO COST TO GAND CONCERT SOUND):

STAGE WITH WINGS / RISERS AS NEEDED  
3-PHASE ELECTRICAL POWER AS NEEDED // ELECTRICIAN FOR TIE-IN & DISCONNECT  
SECURE/PERMITTED ON-SITE PARKING FOR LARGE TRUCK AND (2) CARS

EVENT: "MUSIC IN THE PARK 2011" FESTIVAL  
ARTIST: TBA      SUPPORT: NO OPENING ACT / NO CLOSING ACT / NO  
DEEJAYS  
EVENT LOCATION: MUNICIPAL PARK IN DOWNTOWN BENSENVILLE  
(10) EVENT DATES: June 8,15,22 July 13,20,27 Aug 3,10,17,24

QUOTE:      **\$ 1,500 PER DATE = \$ 1,500 TOTAL**

**IT WOULD BE OUR PLEASURE TO PROVIDE OUR SERVICES TO YOU AND YOUR ORGANIZATION.**  
ADDITIONAL INFORMATION ON THE EQUIPMENT TO BE PROVIDED MAY BE FOUND AT: [www.gand.com](http://www.gand.com)  
PROPOSAL WRITTEN BY:      TIMOTHY S. SWAN, VP/GM      847-630-7964 CELL



## Engagement Contract

February 11, 2011

This contract is made for the services of production for the event described below, made this date February 11, 2011 between **Diversified Audio Group, Inc.** (Contractor) and **Village of Bensenville/Gary Thorsen, Special Events Director** (Purchaser)

**EVENT:** Bensenville Music in the Park 2011

**EVENT DATES:** June 8, 15, 22; July 13, 20, 27;  
August 3, 10, 17 & 24, 2011

**CONTRACTOR TO PROVIDE:**

**SOUND:** Nexo Alpha concert sound system with (10) Alpha B-1's, (4) Alpha M-3's, (2) Alpha M-8's, and (4) S-2 Subs; Nexo NX242 processors, and MC2 power amplification.

Soundcraft MH4 front of house console with power supply; Lexicon PCM 70 Digital delays, Yamaha SPX 990 Processors, Drawmer DL241 Comp/Limiter, DBX 160 XT's, and BSS DPR 901 Comp/Limiter. Full onstage monitor mix to artists' specifications, including Yamaha M7/48 digital console, and EV XW15 monitor enclosures. Also included are full wired microphone and mic stand packages; snakes and cabling; technicians and transportation; set up, operation, and removal of all equipment.

\$1275 per show/ \$12,750 total

**LIGHTING:** 24K par 64 conventional lighting system, with Leprecon LP-1524 Controller, and Leprecon VX-2400 Dimmer; including all cabling, distribution, technician and transportation; set up, operation, and removal of all equipment.

\$350 per show/ \$3500 Total



**TOTAL WAGE: \$16,250.00**

**DEPOSIT: \$8125.00**

Purchaser shall pay wage, in the amount described above, to contractor prior to completion of engagement. Make all currency payable to Diversified Audio Group, Inc. in U.S. funds. (b) In the event that said engagement is canceled greater than 96 hours to said date, the purchaser agrees to compensate contractor one-half (50%) of wage. If less than 96 hours, purchaser agrees to full compensation of wage to contractor. (c) Purchaser is responsible for any additional charges that may be incurred, (union labor, electrical, insurance, dock charge). (d) Contractor reserves the right to terminate engagement contract on site if conditions are deemed unsafe, i.e. Weather, staging, electrical, security. (e) In the event contractor's equipment is to remain on site multiple days adequate security must be provided by purchaser at no expense to contractor.

***By signing this document we acknowledge and confirm that we  
have read and  
approved the terms and conditions set forth in this contract.***

Mark J. Bales

Contractor's Name

Contractor's Signature

1765 Cortland Ct. Suite G

Contractor's Address

Addison, IL 60101

City State Zip

630-613-9675

Telephone

Village of Bensenville/Gary Thorsen

Purchaser's Name

Purchaser's Signature

12 S. Center

Purchaser's Address

Bensenville, IL

City, State, and Zip

Telephone



**Notes:**

Please note that all equipment will be reserved for you at the completion of this contract; in the case of inclement weather, this contract will remain in force, and payment in full will be required for each show.

Deposit in the amount of \$8125.00 will be due on March 15, 2011; the remaining balance of \$8125.00 will be due on the day of the final show, August 24, 2011.