



# VILLAGE OF BENSENVILLE

## Village Board

President

Frank Soto

## Trustees

Morris Bartlett

Robert "Bob" Jarecki

Martin O'Connell

Oronzo Peconio

JoEllen Ridder

Henry Wesseler

## Village Manager

Michael Cassidy

## Village of Bensenville, Illinois

### BOARD OF TRUSTEES

### MEETING AGENDA

**6:30 P.M. Tuesday, September 13, 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  
August 23, 2011 – Village Board of Trustees
- VI. WARRANT – September 13, 2011 #11/17 - \$1,355,669.36
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
  1. *Resolution Authorizing the Execution of a Purchase Order to McCann Industries Inc. for a 2011 Case 721F Wheel Loader*
  2. *Resolution Authorizing the Execution of a Purchase Order to Trees “R” Us, Inc. for the 2011-2014 Parkway Tree Pruning Program*
  3. *Resolution Authorizing Investment Policy for the Village of Bensenville*
  4. *Resolution Approving a Labor-Management Union Contract Agreement Between the Village of Bensenville and AFSCME Local 1167 for 2011-2015*
- VIII. **REPORTS OF STANDING COMMITTEES**
  - A. Community and Economic Development Committee – No Report
  - B. Infrastructure and Environment Committee
    1. *Motion Approving a Request to Fill-in an Open Ditch at 342 Briar Lane, Bensenville*

2. *Motion Authorizing the Village Manager to Begin Water System Leak Detection Activities Not to Exceed in the Amount of \$30,000.*

C. Administration, Finance and Legislation Committee

1. *Ordinance Authorizing and Providing For The Issue Of \$\_\_\_\_\_ General Obligation Bonds (Alternate Revenue Source), Series 2011B, of The Village of Bensenville, DuPage and Cook Counties, Illinois, For The Purpose of Financing Infrastructure Improvements In Certain Special Service Areas Established In The Village, Prescribing The Details of Said Bonds And Providing For The Imposition of Taxes To Pay The Same, and For The Collection, Segregation and Application of Certain Village Revenues To Pay Said Bonds.*
2. *Ordinance Providing For The Issuance of A \$\_\_\_\_\_ Special Service Area Number Three Unlimited Ad Valorem Tax Bond, Series 2011A, of The Village Of Bensenville, DuPage and Cook Counties, Illinois, and Providing For The Levy and Collection of A Direct Annual Tax For The Payment of The Principal of and Interest on Said Bond.*
3. *Ordinance Providing For The Issuance of A \$\_\_\_\_\_ Special Service Area Number Four Unlimited Ad Valorem Tax Bond, Series 2011B, of The Village of Bensenville, DuPage and Cook Counties, Illinois, and Providing For The Levy and Collection of A Direct Annual Tax For The Payment of The Principal of and Interest on Said Bond.*
4. *Ordinance Providing For The Issuance of A \$\_\_\_\_\_ Special Service Area Number Five Unlimited Ad Valorem Tax Bond, Series 2011C, of The Village of Bensenville, DuPage and Cook Counties, Illinois, and Providing For The Levy and Collection of A Direct Annual Tax For The Payment of The Principal of and Interest on Said Bond.*
5. *Ordinance providing For The Issuance of A \$\_\_\_\_\_ Special Service Area Number Six Unlimited Ad Valorem Tax Bond, Series 2011D, of The Village of Bensenville, DuPage and Cook Counties, Illinois, and Providing For The Levy and Collection of A Direct Annual Tax For The Payment of The Principal of and Interest on Said Bond.*
6. *Ordinance Providing For The Issuance of A \$\_\_\_\_\_ Special Service Area Number Seven Unlimited Ad Valorem Tax Bond, Series 2011E, of The Village of Bensenville, DuPage And Cook Counties, Illinois, and Providing For The Levy and Collection of A Direct Annual Tax For The Payment of The Principal of and Interest on Said Bond.*

7. *Ordinance providing For The Issuance of A \$\_\_\_\_\_ Special Service Area Number Eight Unlimited Ad Valorem Tax Bond, Series 2011F, of The Village of Bensenville, DuPage and Cook Counties, Illinois, and Providing For The Levy And Collection of A Direct Annual Tax For The Payment of The Principal of and Interest on Said Bond.*
8. *Ordinance Authorizing and Providing For The Issuance of \$\_\_\_\_\_ General Obligation Refunding Bonds (Alternate Revenue Source), Series 2011C, of The Village of Bensenville, DuPage and Cook Counties, Illinois, For The Purpose of Refunding Certain Previously Issued Bonds, Prescribing All The Details of Said Bonds and Providing For The Imposition of Taxes To Pay The Same, and For The Collection, Segregation and Distribution of Certain Village Revenues To Pay Said Bonds.*
9. *Ordinance Authorizing And Providing For The Issuance of \$\_\_\_\_\_ General Obligation Refunding Bonds (Alternate Revenue Source), Series 2011D, of The Village of Bensenville, DuPage and Cook Counties, Illinois, For The Purpose of Refunding Certain Previously Issued Bonds, Prescribing All The Details of Said Bonds and Providing For The Imposition of Taxes To Pay The Same, and For The Collection, Segregation and Distribution of Certain Village Revenues To Pay Said Bonds.*

D. Public Safety Committee

1. *Ordinance Amending the Bensenville Village Code Title 3 – Chapter 3 – Section 5 – Class F – Liquor Regulations*

E. Recreation and Community Building Committee – No Report

F. Technology Committee – No Report

IX. INFORMATION ITEMS

A. PRESIDENT'S REMARKS

1. *Motion to Approve Resolutions for Mayoral Appointments to Village of Bensenville Boards and Commissions*

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



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

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

**August 23, 2011**

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

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

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

Absent: None

A quorum was present.

**PUBLIC  
COMMENT:**

**Walter Kukulka – 11 W. Main Street**

Mr. Kukulka addressed the Village Board in regards to a bill he received for an elevator inspection done by an un-named company. Staff was directed to meet with Mr. Kukulka in regards to the issue.

**APPROVAL OF  
MINUTES:**

3. The August 9, 2011 Village Board Meeting Minutes were presented.

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

All were in favor. Motion carried.

**WARRANT NO.  
11/16:**

4. President Soto presented **Warrant No. 11/16** in the amount of \$1,107,450.03.

Motion: Trustee Ridder made a motion to approve the warrant as presented. Trustee Wessler seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Resolution No  
R-85-2011:**

5. President Soto gave the summarization of the action contemplated in **Resolution No. R-85-2011** entitled **A Resolution Authorizing the Execution of a Purchase Order and Contract to Precision Painting and Decorating for the Street Light Pole Painting for the Village of Bensenville.**

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

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.  
49-2011:**

6. President Soto gave the summarization of the action contemplated in **Ordinance No. 492011** entitled **An Ordinance Amending Ordinance No. 96-2011, Adopted December 14, 2010 in Regard to the Establishment of Village of Bensenville Special Service Area Number 6, to Correct a Scrivener's Error.**

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

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

NAYS: None

All were in favor. Motion carried.

*President Soto changed the order on the agenda to have the Village Managers' Report held before the President's Remarks. There was no objection from the Village Board.*

**MANAGERS  
REPORT:**

Police Chief, Frank Kosman, introduced newly hired Crime Prevention Coordinator, Joel Vargas, to the Residents and the Village Board.

Village Manager, Michael Cassady, wished President Soto and Trustee Ridder a Happy Birthday from the Village Staff.

**PRESIDENT'S  
REMARKS:**

President Soto announce on September 9, 2011 the Bensenville Fire Department will be hosting a memorial event in recognition to the 10<sup>th</sup> anniversary of September 11, 2001.

President Soto announced there will be a Village travel policy coming forth to the Village Board for approval. Staff is currently working on a draft of the policy.

President Soto thanked all members serving on the various Village Commissions and announced there will be new appointments to the vacant positions on the Commissions at the next Village Board Meeting being held on September 13, 2011.

**NEW BUSINESS:**

Trustee Peconio congratulated President Soto for his presentation held at the recent IDOT meeting and encouraged other Trustees and Staff to attend future meetings.

**ADJOURNMENT:**

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

All were in favor.

Motion carried.

President Soto adjourned the meeting at 7:30 p.m.

Corey Williamsen  
Acting Village Clerk

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

TYPE: Resolution SUBMITTED BY: Joe Caracci DATE: 9/6/2011

DESCRIPTION: Resolution to approve purchase of a wheel loader for the Public Works Department

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

ASSIGNED COMMITTEE: **I & E**

DATE: **9/13/2011**

**BACKGROUND:** Staff was asked to compile a Capital Plan for equipment replacement during the past budget cycle. At that time future replacement needs for all Village departments were determined using several factors such as APWA's equipment replacement guidelines, direction from department heads on their current and future needs, and useful life of the equipment. A new wheel loader was identified as a necessary need and will replace unit #725, a 1995 Case 621B wheel loader.

**KEY ISSUES:**

Our current loader #725 is primarily used by the streets and forestry divisions of Public Works as a front line loader. In addition, the loader is one of our main vehicles used in winter operations for plowing and loading salt and is also used in water main breaks throughout the year. The vehicle is 16 years old and has surpassed its recommended 12-15 year useful life. The wheel loader is a critical piece of equipment that needs to be replaced in order to maintain our service levels in an array of operations.

The wheeler loader is available for purchase via the state contract through McCann Industries Inc. below is the quoted price.

Equipment	Cost
2011 CASE 721F Z Bar Wheel Loader	\$ 181,800.00
5 Years or 5000 Hours Full Warranty	\$ 6,700.00
<b>TOTAL COST:</b>	<b>\$ 188,500.00</b>

**ALTERNATIVES:** 1. Motion to approve the Resolution  
2. Discretion of the Board

**RECOMMENDATION:** Staff recommends approval of the equipment purchase from McCann Industries Inc. of Addison, IL.

**BUDGET IMPACT:** This item has been budgeted for in FY2011.

**ACTION REQUIRED:** Motion to approve a Resolution authorizing the Village Manager to execute a purchase order and other associated documents to McCann Industries Inc. of Addison, IL for the purchase of a wheel loader.



## Village of Bensenville Department of Public Works

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

Memorandum 2011-33

Date: September 8, 2011  
To: Mike Cassady, Village Manager  
From: Joe Caracci, Director of Public Works  
Subject: Equipment Purchase – 2011 Case 721F Wheel Loader

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As part of our FY2011 budget preparation, staff was asked to compile a vehicle/equipment replacement program to address our aging fleet. Staff utilized industry standard APWA equipment replacement guidelines to establish appropriate useful life of equipment. One of the vehicles identified for replacement was a Public Works Wheel Loader.

Unit #725, a 1995 Case 621B Wheel Loader, is primarily used by the streets and forestry divisions of Public Works as a front line loader. Uses include moving brush piles, chips, stone, sand, dirt, and other materials. The loader is also considered one of our main plow vehicles in the winter months and is also used to load trucks with salt. The wheel loader is also vital in assisting the Utilities Division with water main breaks.

The existing sixteen year old vehicle has surpassed the recommended 12-15 year useful life for heavy equipment. The proposed wheel loader will be an upgraded piece of equipment, slightly larger, with attachments (forks) and abilities to lift some of our larger streetlight poles and watermain pipe.

The new wheel loader is available on State Bid through McCann Industries Inc. of Addison. The cost for the new piece of equipment is \$188,500, which includes a 5-year (or 5,000 hours) full warranty.

The wheel loader also comes with an option to purchase a large format snow blower that could be used to throw snow into large dump trucks on our roadways. This option may be beneficial should we decide to windrow our snow from streets in the downtown area. The cost of this option is \$89,800.

Delivery of the new vehicle is anticipated to take 3-4 months. Therefore, we plan to continue to utilize the existing wheel loader through the winter months. Once delivered, our plan is to sell the existing Case 621B loader at auction. We would expect to get approximately \$25-35K for the used vehicle.

Staff recommends the purchase of the new 2011 Case 721F wheel loader through the State bid program.



**Resolution No.**

**Authorizing the Execution of a Purchase Order  
to McCann Industries Inc. for a 2011 Case 721F Wheel Loader**

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 McCann Industries Inc. of Addison, IL for the purchase of a 2011 Case 721F wheel loader for an amount not to exceed \$188,500.00

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

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Corey Williamsen  
Acting Village Clerk

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

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

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



**CORPORATE OFFICE**  
 McCann Industries, Inc.  
 543 South Rohlwing Road  
 Addison, IL 60101  
 (630) 627-0000  
 FAX (630) 627-8711

#### BRANCH LOCATIONS

**Addison**  
 543 South Rohlwing Road  
 Addison, IL 60101  
 (630) 627-0000  
 FAX (630) 627-8711

**Bolingbrook**  
 250 East Frontage Road  
 Bolingbrook, IL 60440  
 (630) 739-7770  
 FAX (630) 739-7699

**Chicago**  
 2350 South Laflin Street  
 Chicago, IL 60608  
 (312) 942-9200  
 FAX (312) 421-3502

**Crestwood**  
 4701 West 137th Street  
 Crestwood, IL 60445  
 (708) 597-3110  
 FAX (708) 597-9945

**McHenry**  
 4102 W. Crystal Lake Road  
 McHenry, IL 60050  
 (815) 385-0420  
 FAX (815) 385-2975

**Schererville**  
 1133 Indianapolis Boulevard  
 Schererville, IN 46375  
 (219) 865-6545  
 FAX (219) 865-0269

**Wauconda**  
 1360 North Rand Road  
 Wauconda, IL 60084  
 (847) 526-9444  
 FAX (847) 526-9448

## PROPOSAL

08-24-2011

Village of Bensenville  
 717 E. Jefferson Street  
 Bensenville IL. 60106

Attn: Ken Rubach

### New 2011 CASE 721F Z Bar Wheel Loader State Contract Pricing

Base Machine State Contract Price	\$123,936.00
1. Enclosed Cab, Heat, A/C,	in base price
2. Radio am fm stereo with weather band	\$ 615.00
3. Right and Left Outside Mirrors	\$ 184.00
4. Additional 2 Front Cab Lights	\$ 79.00
5. One Lever Joystick Control	in base price
6. Right Hand Brake Pedal	\$ 225.00
7. Cloth Suspension Air Seat	\$ 372.00
8. Limited Slip Differential	in base price
9. 4 Speed Transmission,	in base price
10. Transmission Side Covers	\$ 360.00
11. Transmission Guard with skid plate	\$ 837.00
12. Cooling System with Reversible Fan	\$ 578.00
13. Standard Fender Covers, Right and Left hand Steps	in base price
14. 20.5 R25 L3 Bias Tires, 3 pc. Rims Firestone / Bridgestone	\$ 990.00
15. ACS Hydraulic Loader Coupler, with front auxiliary hydraulics	\$ 6244.00
16. Hydraulic Coupler locking kit	\$ 360.00
17. Credit for 3.5 Yd. Pin on GP Bucket ( in base price)	- ( 6,673.00)
18. ACS 3.0 Yd. Quick Coupler GP Bucket with Bolt on Edge	\$ 9,590.00
19. ACS 3.0 Yd. 4 in 1 Quick Coupler Bucket, hose kit, cutting edge	\$ 16,754.00
20. HD Quick Coupler Wide Carriage x 60" Long Forks	\$ 7,716.00
21. Heavy Counterweight	\$ 923.00
22. Ride Control	\$ 2865.00
23. Cold Weather Package	in base price
24. Remote Jump Start	\$ 170.00
25. Strobe Light with Brush Guard	\$ 875.00
26. 12 Foot Poly Hydraulic Angle, Quick Coupler Snow Plow	\$ 13,200.00
27. Parts and Service Manuals	\$ 450.00
28. Factory Freight for both Buckets and set of Forks	\$ 850.00
29. Factory Freight for Snow Plow	\$ 300.00
Total Price	\$ 181,800.00

Mario Silva  
 Account Manager  
 McCann Industries Inc.  
 Cell 630 -878-8396  
 email [msilva@mccannonline.com](mailto:msilva@mccannonline.com)

**Base Warranty:** 12 Months Full Machine Warranty

**Delivery:** 3 to 4 months after placing order



CORPORATE OFFICE  
McCann Industries, Inc.  
543 South Rohlwing Road  
Addison, IL 60101  
(630) 627-0000  
FAX (630) 627-8711

#### BRANCH LOCATIONS

Addison  
543 South Rohlwing Road  
Addison, IL 60101  
(630) 627-0000  
FAX (630) 627-8711

Bolingbrook  
250 East Frontage Road  
Bolingbrook, IL 60440  
(630) 739-7770  
FAX (630) 739-7699

Chicago  
2350 South Laflin Street  
Chicago, IL 60608  
(312) 942-9200  
FAX (312) 421-3502

Crestwood  
4701 West 137th Street  
Crestwood, IL 60445  
(708) 597-3110  
FAX (708) 597-9945

McHenry  
4102 W. Crystal Lake Road  
McHenry, IL 60050  
(815) 385-0420  
FAX (815) 385-2975

Schererville  
1133 Indianapolis Boulevard  
Schererville, IN 46375  
(219) 865-6545  
FAX (219) 865-0269

Wauconda  
1360 North Rand Road  
Wauconda, IL 60084  
(847) 526-9444  
FAX (847) 526-9448

## PROPOSAL

(PAGE 2)

08-24-2011

Village of Bensenville  
717 E. Jefferson Street  
Bensenville IL. 60106

Attn: Ken Rubach

#### Optional Extended Warranty:

3 Years or 3000 Hours Full Warranty	\$ 3200.00
4 Years or 4000 Hours Full Warranty	\$ 4600.00
5 Years or 5000 Hours Full Warranty	\$ 6700.00

#### Other Optional Equipment :

Automatic Central Lube System \$ 7100.00

Teamco M-8000 MD Wheel Loader Snow Blower	\$ 88,400.00
ACS Quick Coupler to attach to Loader	Freight \$ 1,400.00
240 HP turbo charged Cummins diesel engine	Total Price \$ 89,800.00
8 foot wide with 6" bolt on wings on each side, total width of 108"	
Telescoping Spout: extends out 2 feet for tall truck loading	
Wireless Remote to operate from inside Loader Cab	
Replaceable Weld in Fan Liners	

Mario Silva  
Account Manager  
McCann Industries Inc.  
Cell 630 -878-8396  
email [msilva@mccannonline.com](mailto:msilva@mccannonline.com)



TYPE: Resolution SUBMITTED BY: Joe Caracci DATE: 9/7/2011

DESCRIPTION: Resolution to approve a multi-year parkway tree pruning program

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

ASSIGNED COMMITTEE: **I & E**

DATE: **9/13/2011**

**BACKGROUND:** The Public Works Department as part of its new Forestry Management Plan reviewed current practices and policies regarding the maintenance of our approximately 7000 parkway trees. After thorough review we came to several conclusions. Firstly, that a multi-year program is needed in order to ensure the health and the aesthetics of our trees. Secondly, that the scope and magnitude of the project called for outside contractor assistance as there has been no traditional trimming program in place for some time. Lastly, that it was imperative to ensure the project was efficient and effective in meeting the expectations of our residents. Our proposed pruning program will include a combination of contracted (>10" DBH) and in-house work (<10" DBH). The Village was divided into five zones with anticipation of ultimately following a five-year program. Year 1 (Zone 3) includes the area bounded by Main Street, York Road, Jefferson Street, and IL Rte 83.

**KEY ISSUES:** A recent bid advertisement for the multi-year pruning program produced the following results:

Company	Year 1 (Zone 3 = 1,263)	Year 2 (Zone 4 = 717)	Year 3 (Zone 5 = 805)	Year 4 (Zone 1&2 = 933)	Total Bid Price (3,708 trees)
Trees "R" Us Wauconda, IL	\$ 69,600.00	\$ 36,778.00	\$ 41,473.00	\$ 47,749.00	\$ 195,600.00
Winkler's Tree & Landscaping LaGrange Park, IL	\$ 68,889.00	\$ 37,548.30	\$ 44,038.62	\$ 52,698.88	\$ 203,175.80
Kramer Tree Specialists West Chicago, IL	\$ 117,042.00	\$ 61,420.00	\$ 67,116.00	\$ 79,205.00	\$ 324,780.00
J.P.C. Tree Care Aurora, IL	Bid Rejected- No Bid Bond	Bid Rejected- No Bid Bond	Bid Rejected- No Bid Bond	Bid Rejected- No Bid Bond	Bid Rejected- No Bid Bond
Steve Piper & Sons Naperville, IL	Declined to Bid	Declined to Bid	Declined to Bid	Declined to Bid	Declined to Bid

**ALTERNATIVES:** 1. Motion to approve the Resolution  
2. Discretion of the Board

**RECOMMENDATION:** Staff recommends approval of the pruning contract with Trees "R" Us, Inc. of Wauconda, IL as the lowest responsible bidder. Award should be for year one with automatic renewals for years two, three and four.

**BUDGET IMPACT:** Funds have been allocated in FY11 for year 1 of the program. Additional funds will be requested in future fiscal years as needed to complete the pruning program.

**ACTION REQUIRED:** Motion to approve a Resolution authorizing the Village Manager to execute a purchase order and other associated documents to Trees "R" Us, Inc. of Wauconda, IL for parkway tree pruning services.

**Resolution No.**

**Authorizing the Execution of a Purchase Order  
to Trees "R" Us, Inc. for the 2011-2014 Parkway Tree Pruning Program**

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

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents to Trees "R" Us Inc. of Wauconda, IL for parkway tree pruning services for an amount not to exceed \$69,600 for an thirteen month term (09/28/2011 thru 10/31/2012) that is automatically renewed for three successive one-year terms (anticipated total cost of \$195,600), unless cancelled by the Village at least 60-days before the end of the term; and

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

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Corey Williamsen  
Acting Village Clerk

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

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

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





## Village of Bensenville Department of Public Works

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

Memorandum 2011-32

Date: September 6, 2011  
To: Mike Cassady, Village Manager  
From: Joe Caracci, Director of Public Works  
Subject: Proposed Forestry Management Program

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The Village of Bensenville recently completed a comprehensive urban forest inventory project. The project involved hiring a consulting arborist to conduct a complete inventory of our public forest which included the size, species, location, and condition of every Village-owned tree in Bensenville. The inventory identified 6,000 trees that we have maintenance responsibilities over.

This summer has been a very difficult one for our urban forest. Severe weather reared its ugly head on three separate occasions. As storms travelled through the Village, we saw a number of trees succumb to the heavy winds. Many other trees saw significant damage. The overall condition of our urban forest is poor.

Over the years the Village has taken a very reactive approach to maintaining our urban forest. This reactive approach has led to the decline of our forest. Reacting to requests is not only inefficient from an operations standpoint; it leads to neglect and improper maintenance of one of our biggest assets to the community. Our urban forest provides essential benefits to our residents including oxygen, shade, storm water management, and aesthetics – just to name a few.

Recently, we have lost our Tree City USA designation. We had previously held that designation from 1987 – 2007 (20 years). In order to regain this distinguished honor, we must prove our dedication and investment into our urban forest. For the purpose of regaining our Tree City USA designation and to properly invest and maintain one of our most important assets, I am proposing we implement a Comprehensive Forestry Management Program (CFMP).

My proposed CFMP includes the following components:

- Development and enforcement of a Tree Care Ordinance (including guidelines for development)
- Development and enforcement of an Emerald Ash Borer Management Plan
- Development of a Forestry Maintenance Program
  - Rotating Annual Tree Pruning Program (4-5 year rotation)
  - Annual Removal (including stumps) Program
  - Annual Replacement Program

Our current FY2011 budget included funds for the start of the annual pruning program. This program, usually conducted in the winter months when the tree sap is not running, is currently out for bid. The removal program is also out for bid and will utilize proposed funding in the upcoming FY2012 budget.

Although we have yet to be officially notified that Emerald Ash Borer is in Bensenville, it is our indication that our town has been infected with this devastating insect. We will prepare a formal EAB Management Plan as part of a comprehensive Tree Care Ordinance later next Spring.

With the proper planning and investment, we can regain momentum in providing an urban forest that can thrive and make Bensenville a Tree City once again.



# Village of Bensenville



# Village of Bensenville

Invitation to Bid with Specifications

Parkway Tree Pruning Program



Bensenville Public Works  
717 E. Jefferson St. Bensenville, IL 60106  
Phone: 630-350-3435 Fax: 630-594-1148  
[www.Bensenville.il.us](http://www.Bensenville.il.us)

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Initial: W



**INVITATION TO BID**

**PARKWAY TREE PRUNING PROGRAM**


The Village of Bensenville will accept bids for a Multi-year **"Parkway Tree Pruning Program"** The bids shall be sent to the Office of the Village Clerk located at 12 S. Center St. Bensenville, IL 60106.

The bids shall be publicly opened at **10:00AM on Wednesday, September 7<sup>th</sup>, 2011** at Bensenville Village Hall 12 S. Center St. The Bid must be in a sealed opaque envelope plainly marked **Tree Pruning-BID**

Detailed specifications may be obtained by contacting Ken Rubach, Public Works Supervisor at 630-350-3435, or via email at [krubach@bensenville.il.us](mailto:krubach@bensenville.il.us)

The Village Board reserves the right to reject any and all bids or portions thereof

Corey Williamsen  
Deputy Village Clerk

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## **BID SPECIFICATIONS**

### **Village of Bensenville, Illinois**

### **Parkway Tree Pruning Program**

#### **PART I GENERAL SPECIFICATIONS**

##### **1. CONDITIONS**

Bidders are advised to become familiar with all conditions, instructions and specifications governing their proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of their contract shall not be cause to alter the original contract or to request additional compensation.

##### **2. BID SECURITY**

**2.1** Each Bid must be accompanied by Bid security made payable to the Village in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.

**2.2** Bid Bonds shall be duly executed by the Bidder as principal and having as surety thereon a surety company approved by the OWNER, having the minimum equivalent of a Best and Co. 5A Rating.

##### **3. ADJUSTMENTS TO THE CONTRACT**

Prospective Bidders are forewarned that the Village of Bensenville reserves the right to adjust the quantities of work to be accomplished, either up or down, dependent on the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment will be based on measured quantities and accepted unit prices.

##### **4. PRE-WORK MEETING**

Upon execution of the contract with the successful Bidder, the Village will schedule a meeting with the CONTRACTOR. In attendance shall be the CONTRACTOR'S foreman and sales representative (both are required to be I.S.A. certified Arborists) that will be working on this job. The purpose of the pre-work meeting is to review the scope of work. In addition, the Village will review, with the CONTRACTOR, the required equipment (including signs and safety equipment) personnel requirements, pruning procedures, and other activities related to execution of the Contract.

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**5. DAMAGES TO PROPERTY**

5.1 The CONTRACTOR shall be responsible for any damage to properties caused by the acts of their work in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant or owner or the Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.

5.2 The Contractor is not authorized to drive equipment on to private property without proper written authority from the property owner.


5.3 It is recommended that, for the Contractor's protection, if any damage exists before work begins (including sidewalk, driveway cracks) that the Director of Public Works or appointed representative be notified of such, prior to work beginning. Visual records (pictures) shall be taken by the contractor of any preexisting damage before work begins.

**6. TIME OF COMPLETION, PENALTY, AND LIQUIDATED DAMAGES**

6.1 The CONTRACTOR understands that all contract times are of the essence. Penalties will be imposed for non-completion of the set dates.

6.2 Should the CONTRACTOR fail to complete the work within the time specified in the Contract or within such extended time as may have been allowed, the CONTRACTOR shall be liable to the OWNER in the amount of One hundred dollars (\$100.00), as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.

6.3 Any penalty or liquidated damages owed the Village may be deducted from any payments to the CONTRACTOR. If the deduction does not satisfy the full extent of the CONTRACTOR'S penalty obligation, then the CONTRACTOR shall pay the difference to the OWNER. The parties further agree that the liquidated damages represent the minimum damage the Village will sustain for each calendar day of the delay in final completion of the work.

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## PART II TECHNICAL SPECIFICATIONS

### 1. SCOPE OF THE WORK

1.1 The work included in this Contract shall be for cleaning, thinning, raising and specialty pruning of trees ten inches (10") in diameter and larger located on public property (R-O-W) within the Village of Bensenville. Work shall include hauling and disposing of all wood, wood chips, and debris and cleaning up by raking lawn areas and sweeping sidewalks, streets and gutters and restoring the premises to its original condition (unless otherwise specified by the Director of Public Works or his designee).

1.2 Pruning quantities may change up or down, based on the proposed budget for that year.

### 2. PROSECUTION OF THE WORK

2.1 Once work has commenced, the CONTRACTOR will be expected to have a minimum of two and a maximum of three crews working every weekday, weather permitting, until the project is completed. Final completion requires the pruning of all trees identified on the list in addition to the correction of any tree identified by the Director of Public Works or his designee as deficient.

2.2 A pruning crew shall consist of not less than three people per each crew (*the foreman will be included in this number*) with the required equipment to perform tree pruning operations satisfactorily.

2.3 Pruning must begin by November 1 of each year. In order to meet the deadlines, a minimum of one-third of the trees shall be pruned by December 15, two-thirds of the trees shall be pruned by January 30, and all of the trees shall be pruned by the last day of February.

### 3. PRUNING OPERATIONS

3.1 Pruning will be done in accordance with the most current edition of the American National Standard for Tree Care Operations - ANSI A300 (part 1) Pruning.

3.2 This work will be accomplished within the following specifications:

- a. Crown cleaning and thinning of branches 1"-2" in diameter and greater.
- b. To remove under branches to permit clearance of approximately fourteen feet (14') where practical to allow passage of second class motor vehicles on the street side of the tree and approximately eight feet (8') on the sidewalk or pedestrian side of the tree. This height is a guide and can be adjusted by the Director of Public Works or his designee.
- c. To remove trunk suckers and water sprouts especially where they are present on the trunk of the tree.

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- d. Limbs shall be removed which overhang houses with the objective to raise the trees aesthetically to maintain clearance until the scheduled time to return. Exceptions to this requirement may be made when the removal of a sound limb will greatly detract from the overall appearance of the tree. In those cases where determinations cannot be easily made, the Director of Public Works or his designee shall be consulted.
- e. Smaller limbs shall be removed within 3' of house drops or as necessary for proper clearance.
- f. Removal of large limbs may be required to achieve the above standards and will be addressed at no additional cost to the Village (this is rare).
- g. Remove all dead, dying, diseased, interfering, objectionable and weak branches and stubs greater than two inches in diameter from all trees.
- h. Remove one of two or more crossed and/or rubbing branches greater than 2 inches in diameter from all trees where practical.
- i. All cuts to be made sufficiently close to parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions.
- j. Rope down all branches where damage could be incurred by gouging of a sodded area and/or damage to public walks. Use caution where there is the possibility of damaging adjacent privately owned shrubs, trees, or flowers.
- k. Pre-cut all limbs being removed whenever there is a possibility of stripping the bark.
- l. No person working in trees shall use shoes with spikes or any other footwear, which will, in the Village's opinion, injure the trees while work is being performed. At no time shall any person working in trees for pruning purposes wear spurs or climbing irons.
- m. Clear all streetlight and traffic control devices including non-illuminated signage to allow adequate lighting and sign visibility for the length of the trim cycle. Clear small parkway trees to allow natural growth habit without severely altering the form of the larger tree.

3.3 The CONTRACTOR shall use all safety devices and procedures which will conform to the most current editions of American National Standards Institute, Standard Z 133.1 (for Pruning, Repairing, Maintaining and Removing Trees and Cutting Brush and for Arboricultural Operations – Safety Requirements).

3.4 It shall be necessary to rake and sweep the area after the tree has been pruned. In the event that the ground is covered with snow, it shall be the CONTRACTORS responsibility to properly clean the area of debris after snow melt. An amount of \$1,000 will be held from the last invoice to ensure cleanup and will be paid after all cleanup is completed.

3.5 It is the responsibility of the CONTRACTOR to notify the utility company's tree pruning contractor of any extensive utility pruning that is needed. The utility company contractor must perform the work before the CONTRACTOR prunes the parkway trees.

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#### **4. INSPECTION**

All phases of the pruning operations performed under this contract will be subject to inspection by and with the approval of the Director of Public Works or his designee.

#### **5. REPORTS TO THE VILLAGE**

**5.1 Duties of the foreman:** On a weekly basis the CONTRACTOR shall prepare and submit to the Director of Public Works or his designee a report including identification of defective trees:

- a. Any structural weakness, large quantity of deadwood - 50%, decayed trunk or branches, split crotches, or branches, etc. Report of structural weakness or major deadwood must be made before pruning of tree to determine necessity of tree removal. No pruning will be done on questionable trees (*50% dead, split, etc.*) until after the Director of Public Works or his designee has been notified and inspects the tree. Payment will not be made on questionable trees that the contractor prunes before the Director of Public Works or his designee reviews them.
- b. An updated pruning list will be turned in every Friday identifying those trees that were pruned in addition to any comments.
- c. The foreman will be required to note any problems such as: wrong species, wrong address, diameter, number of trees, etc. on the tree inventory sheets and report it in writing to the Director of Public Works or his designee as soon as it is noticed and before the tree is pruned.

**5.2** The CONTRACTOR shall immediately report to the Village any accidents. This accident report shall include the location of the accident, nature of the accident, the vehicle involved, identification number and any other information requested by the Village. A summary of the same information shall also be reported to the Village.

**5.3** The Village reserves the right to alter any forms it issues for use under this contract, as needed in order to ensure the collection of all data necessary to evaluate the CONTRACTOR'S performance. While the Village shall provide a model form to the CONTRACTOR, it is the obligation of the CONTRACTOR to print and make available for his use a sufficient number of copies of all required forms.

#### **6. SPECIAL PROVISION FOR ASH WOOD**

**6.1** It is the responsibility of the successful bidder to provide documentation to the Village of Bensenville that a compliance agreement has been signed with the Illinois Department of Agriculture.

**6.2** The contractor shall ensure that the chips produced by the chipper are no bigger than 1" X 1".

**6.3** The Village may request the contractor to cut and label branches for EAB sampling.

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## **7. MEASUREMENT (DBH)**

All measurements will be made by the Director of Public Works or his designee, measuring the circumference at a point approximately 4 ½ feet above ground using a diameter tape. Measurements are made prior to pruning of the tree. Measurements will be made to the nearest tenth of an inch rounding off the nearest whole diameter inch. If there are any discrepancies those must be verified in the field by the Director of Public Works or his designee before payment is made.

Multi-stem or forked tree shall be measured 4 ½ feet above the ground and each stem will be measured separately and then added together to determine the total DBH measurement. If the tree starts to fork at 4 ½ feet above the ground, then the measurement shall be taken just below the start of the fork.

## **8. DEBRIS REMOVAL**

**8.1** The CONTRACTOR shall arrange to keep sidewalks open for traffic when possible. Signs or cones must be properly used if closing sidewalks.

**8.2** All debris from tree pruning operations shall be removed from the site and from the Village of Bensenville the same day it is placed. No debris is to remain in the street or on the sidewalk overnight. Under NO circumstances will debris be left on the parkway over the weekend unless otherwise specified by the Director of Public Works or his designee. Payment for removal and disposal of debris is to be included in the unit prices for tree pruning.

**8.3** All applicable State and Local laws and ordinances related to the hauling, handling and disposition of such material will be followed by the CONTRACTOR.

**8.4** The CONTRACTOR shall furnish a letter for each contemplated final disposal site that such site meets all state, local and Environmental Protection Agency requirements for the disposal of landscape waste.

**8.5** Any change in disposal site(s) throughout the term of the Contract must have the prior written approval of the Director of Public Works or his designee and conform to all requirements stated herein.

**8.6** The CONTRACTOR shall remove all surplus materials and debris from the streets as the work progresses so that the public may have the use of the street a maximum amount of time.

**8.7** The CONTRACTOR shall provide proof of their IDOA compliance agreement with this bid.

## **9. NOTIFICATION OF UTILITY COMPANIES**

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All pruning and removal work will be made on Village parkways at various addresses. It will be the CONTRACTOR'S responsibility to ensure that overhead lines are cleared by the respective agency so that the final pruning of these trees will not be delayed.

#### **10. TRAFFIC CONTROL**

**10.1** Proper warning signs, barricades, and other protective devices shall be on hand and used by the CONTRACTOR before work may commence. These shall be in accordance with the Manual of Uniform Traffic Control Devices, e.g. Tree Trimming, One Lane Ahead, Road Closed, etc.

**10.2** During tree pruning, the **CONTRACTOR shall have the responsibility** to block the street (if need be) at each intersection, using proper signs and barricades to prevent any motorized vehicle from entering, with the exception of State or County highways, which will not be completely blocked off. Prior to working on County or State highways, the CONTRACTOR shall have the responsibility of notifying the Village of Bensenville Police and Bensenville Fire Protection District (630-350-3441) Coordination with the Public Works department may be necessary.

**10.3** If the street is not properly barricaded and proper signs installed when performing tree removal and pruning operations, the Village will stop work until the proper street barricading is accomplished. If this happens more than two times this can be cause for termination of contract.

**10.4** The CONTRACTOR shall also be required to contact the appropriate State or County agency when engaged in removal work on their rights-of-way: flagmen will be necessary when working on main roads.

#### **11. PEDESTRIAN SIDEWALK CONTROL**

While overhead removal work is taking place, the bidder shall block off the sidewalk to pedestrian traffic immediately under the trees being trimmed.

#### **12. EQUIPMENT**

**12.1** The equipment used for pruning shall be of sufficient type, capacity and quantity to safely and efficiently perform the pruning work as specified.

**12.2** No off-street parking for equipment shall be provided by the Village of Bensenville on any of our public properties. Unless authorized by the Owner under no circumstances shall any motorized equipment be permitted to be driven on the parkways, driveways, or public walks while performing work under the provisions of this Contract. If access is needed to the parkway or private property the Contractor must first obtain permission by the property owner.

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12.3 All equipment (including support equipment) to be used by the CONTRACTOR shall be listed on the CONTRACTOR'S Information Report at the time of the bid opening. All such equipment can be subject to the inspection and final approval of the Village. Such approval may require on-site demonstration of the capability of any proposed equipment to provide satisfactory performance.

### 13. RESTORATION


The CONTRACTOR shall take all necessary precautions to eliminate damage to the trees, grounds, driveways, streets and curbs, sidewalk, structures, and utilities on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Supervisors Office located at 717 E. Jefferson St., Bensenville, Illinois 60106, **on the day of occurrence**. Any damage shall be repaired at the CONTRACTOR'S expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Public Works Supervisor). Should the damage not be rectified within the agreed time or to the satisfaction of the Director of Public Works or his Designee, the Village can reserve the right to repair or replace that which was damaged, or assess the CONTRACTOR such costs as may be reasonable and related to damage caused by the CONTRACTOR, and deduct these costs from any payment due the CONTRACTOR or failure may be cause for termination of the Contract.

### 14. WEATHER

14.1 For the purpose of this Contract, the National Weather Service at O'Hare International Airport shall be the weather forecasting and reporting agency. Any forecast by the National Weather Service shall be deemed to extend only 12 hours into the future.

14.2 CONTRACTOR may suspend operations if weather conditions are such that pruning operations cannot be carried out in a safe and effective manner. If such suspension occurs, the CONTRACTOR shall immediately notify the Director of Public Works or his designee.


14.3 The Director of Public Works or his designee shall at their discretion have the right to order the suspension of pruning OR removal operations whenever, in his judgment, present weather conditions or impending weather conditions are such that pruning operations cannot be carried out in an effective and safe manner.

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**BIDDER INFORMATION SHEET**

NAME: (PRINT) Nick Willis

SIGNATURE: 

COMPANY NAME: (PRINT)  
Tree S'R'US INC

ADDRESS: PO Box 6014  
Wauconda, IL 60084

TELEPHONE: 847-913-9069

FACSIMILE: 847-467-3753

EMAIL: TreegujNW@yahoo.com

Please Return to:

Corey Williamsen  
Deputy Village Clerk  
Village of Bensenville  
12 S Center St.  
Bensenville, IL 60106

The bid must be in a sealed opaque envelope plainly marked:  
**Tree Pruning- Bid**

The bids must be received by **10:00am on September 7<sup>th</sup>, 2011**. They will be publicly opened and read on **September 7<sup>th</sup>, 2011 at 10:00am** in the Village Hall 1<sup>st</sup> Floor Conference Room.

It shall be the responsibility of the bidder to deliver its bid to the designated person at the appointed place, prior to the announced time for the opening of the bids. Late delivery of a bid for any reason, including faulty or late delivery by United States Mail or other carrier will disqualify the bid

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**BID SHEETS****PARKWAY TREE PRUNING ZONE 3**

1. a. BIDDER will complete the Work for the following price(s)  
from September 28<sup>th</sup>, 2011 through October 31<sup>st</sup>, 2012:

D.B.H. SIZE CLASS	ESTIMATED NUMBER OF TREES	COST PER TREE	TOTAL COST PER CLASS
10-19"	622	\$ 36	\$ 22,392
20-29"	476	\$ 63	\$ 29,988
30-39"	141	\$ 100	\$ 14,100
40" & greater	24	\$ 130	\$ 3,120
Total Pruning Cost Zone 3 \$			69,600

**PARKWAY TREE PRUNING ZONE 4**

1. b. BIDDER will complete the Work for the following price(s)  
from November 1<sup>st</sup>, 2012 through October 31<sup>st</sup>, 2013:

D.B.H. SIZE CLASS	ESTIMATED NUMBER OF TREES	COST PER TREE	TOTAL COST PER CLASS
10-19"	416	\$ 36	\$ 14,976
20-29"	234	\$ 63	\$ 14,742
30-39"	55	\$ 100	\$ 5,500
40" & greater	12	\$ 130	\$ 1,560
Total Pruning Cost Zone 4 \$			36,778

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**PARKWAY TREE PRUNING ZONE 5**

1. c. BIDDER will complete the Work for the following price(s)  
from November 1<sup>st</sup>, 2013 through October 31<sup>st</sup>, 2014:

D.B.H. SIZE CLASS	ESTIMATED NUMBER OF TREES	COST PER TREE	TOTAL COST PER CLASS
10-19"	421	\$ 36	\$ 15,156
20-29"	329	\$ 63	\$ 20,727
30-39"	52	\$ 100	\$ 5,200
40" & greater	3	\$ 130	\$ 390
Total Pruning Cost Zone 5			\$ 41,473

**PARKWAY TREE PRUNING ZONES 1&2**

1. d. BIDDER will complete the Work for the following price(s)  
from November 1<sup>st</sup>, 2014 through October 31<sup>st</sup>, 2015:

D.B.H. SIZE CLASS	ESTIMATED NUMBER OF TREES	COST PER TREE	TOTAL COST PER CLASS
10-19"	532	\$ 36	\$ 19,152
20-29"	319	\$ 63	\$ 20,097
30-39"	72	\$ 100	\$ 7,200
40" & greater	10	\$ 130	\$ 1,300
Total Pruning Cost Zones 1&2			\$ 47,749

**TOTAL MULTI-YEAR PRUNING COST \$ 195,600**

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2. a. BIDDER will complete the Work for the following price(s)  
from September 28<sup>th</sup>, 2011 through October 31<sup>st</sup>, 2012:

**TIME & MATERIAL BASIS FOR AUTHORIZED EMERGENCY WORK**  
**HOURLY RATES FOR EMERGENCY PURPOSES**

JOB CLASS	LABOR REGULAR TIME	LABOR OVER TIME
FOREMAN	\$ 85	\$ 135
SKILLED LABOR	\$ 75	\$ 125
COMMON LABOR	\$ 65	\$ 115
<b>TOTAL PER LABOR HOUR</b>	\$	\$

EQUIPMENT	COST PER HOUR	EQUIPMENT SUBSTITUTION/COST
AERIAL TOWER	\$ 50	\$
CLAM	\$ 125	\$
LOG TRUCK	\$ 150	\$
CHIPPER	\$ 50	\$
CHIPPER TRUCK	\$ 50	\$
STUMPER	\$ 85	\$
SEMI	\$ 150	\$
DUMP DISPOSAL	\$ 5 per yard	\$
PICKUP TRUCK	\$ 35	\$
CRANE	\$ 300	\$

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2. b. BIDDER will complete the Work for the following price(s) from November 1<sup>st</sup>, 2012 through October 31<sup>st</sup>, 2013:

**TIME & MATERIAL BASIS FOR AUTHORIZED EMERGENCY WORK**  
**HOURLY RATES FOR EMERGENCY PURPOSES**

JOB CLASS	LABOR REGULAR TIME	LABOR OVER TIME
FOREMAN	\$ 85	\$ 135
SKILLED LABOR	\$ 75	\$ 125
COMMON LABOR	\$ 65	\$ 115
<b>TOTAL PER LABOR HOUR</b>	<b>\$ 225</b>	<b>\$ 375</b>

EQUIPMENT	COST PER HOUR	EQUIPMENT SUBSTITUTION/COST
AERIAL TOWER	\$ 50	\$
CLAM	\$ 125	\$
LOG TRUCK	\$ 150	\$
CHIPPER	\$ 50	\$
CHIPPER TRUCK	\$ 50	\$
STUMPER	\$ 85	\$
SEMI	\$ 150	\$
DUMP DISPOSAL	\$ 5 per yard	\$
PICKUP TRUCK	\$ 35	\$
CRANE	\$ 300	\$

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2.c. BIDDER will complete the Work for the following price(s)  
from November 1<sup>st</sup>, 2013 through October 31<sup>st</sup>, 2014:

**TIME & MATERIAL BASIS FOR AUTHORIZED EMERGENCY WORK**  
**HOURLY RATES FOR EMERGENCY PURPOSES**

JOB CLASS	LABOR REGULAR TIME	LABOR OVER TIME
FOREMAN	\$ 85	\$ 135
SKILLED LABOR	\$ 75	\$ 125
COMMON LABOR	\$ 65	\$ 115
TOTAL PER LABOR HOUR	\$ 225	\$ 375

EQUIPMENT	COST PER HOUR	EQUIPMENT SUBSTITUTION/COST
AERIAL TOWER	\$ 50	\$
CLAM	\$ 125	\$
LOG TRUCK	\$ 150	\$
CHIPPER	\$ 50	\$
CHIPPER TRUCK	\$ 50	\$
STUMPER	\$ 85	\$
SEMI	\$ 150	\$
DUMP DISPOSAL	\$ 5 per yard	\$
PICKUP TRUCK	\$ 35	\$
CRANE	\$ 300	\$

2.d. BIDDER will complete the Work for the following price(s)  
from November 1<sup>st</sup>, 2014 through October 31<sup>st</sup>, 2015:

**TIME & MATERIAL BASIS FOR AUTHORIZED EMERGENCY WORK**  
*HOURLY RATES FOR EMERGENCY PURPOSES*

JOB CLASS	LABOR REGULAR TIME	LABOR OVER TIME
FOREMAN	\$ 85	\$ 135
SKILLED LABOR	\$ 75	\$ 125
COMMON LABOR	\$ 65	\$ 115
TOTAL PER LABOR HOUR	\$ 225	\$ 375

EQUIPMENT	COST PER HOUR	EQUIPMENT SUBSTITUTION/COST
AERIAL TOWER	\$ 50	\$
CLAM	\$ 125	\$
LOG TRUCK	\$ 150	\$
CHIPPER	\$ <del>50</del> 50	\$
CHIPPER TRUCK	\$ 50	\$
STUMPER	\$ 65	\$
SEMI	\$ 150	\$
DUMP DISPOSAL	\$ 5 per yard	\$
PICKUP TRUCK	\$ 35	\$
CRANE	\$ 300	\$



### EMERGENCY WORK

Labor Definitions shall be classified as follows:

- A. Common Labor - This classification describes labor having minimal skills and used in ground operations such as loading trucks, cutting limbs on the ground, operating chipper, raking and cleaning up area.
- B. Skilled Labor - This classification describes labor proficient in the proper pruning of trees, with at least 2 years of experience using an aerial tower truck or by rope and saddle. There will be no training of contractor's employees on Village of Bensenville trees.
- C. Foreman - This person must be an *International Society of Arboriculture Certified Arborist*. This person shall have responsibility for participating in the work, giving directions, making decisions, and assuming responsibility for all work completed at all times during pruning operation by the CONTRACTOR. Each foreman shall be fluent in English and be authorized by the CONTRACTOR to accept and act upon all directives issued by the Director of Public works or his designee.

#### 1. NEED & RESPONSE

Throughout the term of the contract it may become necessary for the CONTRACTOR to assist the Village in providing emergency tree services. The CONTRACTOR shall provide telephone numbers at which it can be reached on a 24 hour emergency basis. When severe winds, ice, storms, or other conditions require emergency assistance, the CONTRACTOR shall respond and commence work within six hours of receiving the emergency request notification. The CONTRACTOR shall provide emergency assistance in the manner as set forth by the Director of Public Works and/or the Public Works Supervisor.

#### 2. EQUIPMENT

When the request for emergency assistance has been issued, the CONTRACTOR must be able to furnish, as a minimum, the following quantity and types of equipment:

- A. 1 Aerial Tower
- B. 1 Clam
- C. 2 Chippers
- D. 2 Chipper Trucks
- E. 1 Stumper

#### 3. PERSONNEL

The Director of Public Works or his designee will determine the number of crews required for emergency work.

#### 4. RECORDS

4.1 All emergency assistance work orders shall be originated by the Director of Public Works or his designee. Completed work orders shall be returned to the Director of Public Works or his designee and shall indicate the date, time and location at which the emergency assistance was given, the name, classification, and hours worked of each employee and the description and hours worked of each major piece of equipment used in performing the work.

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4.2 When engaged in providing emergency assistance, the CONTRACTOR shall provide daily records of the hours worked for all equipment and personnel. The daily work records shall be signed by the Foreman and approved by the Director of Public Works or his designee. All daily records shall be submitted in triplicate with the following distribution:

- a. **Original** copy to be submitted with periodic invoice;
- b. **Second** copy to be retained by the CONTRACTOR for files;
- c. **Third** copy to be given to the Public Works Supervisor after his verification that the work has been performed.

5. **MEASUREMENT & PAYMENT**

5.1 The payment for services rendered under emergency assistance shall be made for only those hours actually worked in giving assistance. No allowances will be given for travel time to and from the work site.

5.2 Payment for work accomplished shall be made at the hourly labor rate for each labor classification as set forth in the Proposal. Payment for equipment rental shall be made only at the equipment rental rate as set forth in the Proposal.

5.3 If the CONTRACTOR proposes to use the equipment that is different or in addition to that indicated in the Proposal, the hourly equipment rental rates for said equipment are to be indicated on a separate rate schedule and attached to the Proposal. Rates for additional equipment acquired by the CONTRACTOR after award of contract will be negotiated between the CONTRACTOR and the Village.

5.4 The hourly labor rates as bid for each labor classification in the Proposal shall include all labor costs, fringe benefits, insurance, pension, overhead, and profit as required by the CONTRACTOR and shall include the furnishing of all hand tools, chain saws, miscellaneous equipment and fuel for these tools. Payment for equipment rental rates shall include all costs of ownership, operation, insurance, and costs of transporting the equipment to and from the work site.

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## **GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

The following conditions apply to all purchases/services and become a definite part of each invitation to bid. Failure to comply may disqualify your bid.

### **ELIGIBILITY TO BID**

Non-Discrimination in Employment - Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or otherwise commit an unfair employment practice. The bidder, his sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall commit within the State of Illinois, under this contract, any unfair employment practices as defined in the act of the 72nd General Assembly entitled "Fair Employment Practices Act". Contractor is referred to Ill. Rev. Stat. 1961) ch. 48, paragraph 851 *et seq.* The contractor in all contracts entered into with suppliers of materials or services, and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

- 1) Prevailing Wages- The bidder shall pay not less than the prevailing rate of wages as found by the Department of Labor or determined by the court to all laborers, workmen and mechanics performing work under this contract. Bidder must adhere at all times to Federal Wage Determination #1189-11, Rev.Stat.Section 39 S-2 (Modification #3).
- 2) Removal or Suspension of Bidders - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:
  - a) Services performed do not comply with specifications of contract with the vendor;
  - b) Work is not done within the contract's specified in the contract;
  - c) An offer is not kept firm for the length of time specified in the contract;
  - d) Contractor fails to provide performance bond when required by invitation to bid;
  - e) Contractor is found guilty of collusion;
  - f) Bankruptcy or other evidence of insolvency is found;
  - g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.
- 3) Compliance to Law -
  - a) The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or



any other local governing agencies which may in any manner affect the preparation of proposal or the performance of this contract.

- b) All merchandise or commodities must conform to all standards and regulations as set forth under the Occupation Safety Health Administration (O.S.H.A.)

#### CONDITIONS FOR BIDDING

- 1) Bid Definitions -
  - a) Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work / specifications, the bid price form and the proposed contract documents including addenda issued prior to receipt of bids.
  - b) Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.
- 2) Bid Price Form - Shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked "Tree Pruning - BID".
- 3) Late Bids - Formal bids received after specified bid opening time will not be considered and will be returned unopened.
- 4) Withdrawal of Bids - A written request for withdrawal is required and must be received before bid opening. After bid opening, bids become a legal document and an integral part of the bid and shall not be withdrawn. Such requests are to be directed to the attention of the Deputy Village Clerk, telephone number (630) 350-3404.
- 5) Examination of Bidding Documents - Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (10) days prior to bid due date, notify the Village Clerk who will, if necessary, send written addenda to all bidders. The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.
- 6) Mistake in Bid and Bid Changes - No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.

- 7) Bid Binding - Unless otherwise specified, all bids shall be binding for Ninety (90) days following the bid opening date.
- 8) Changes in Contract Documents - Changes or corrections may be made by the Village in contract documents after they have been issued by the Village to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. Except in unusual cases, addenda will be issued to each of the bidders at least four (4) days prior to date established for receipt of bids.
- 9) Response to Invitations - Contractors who are unable to bid or do not desire will provide a letter of explanation and return the bid form. Contractors who fail to respond on two (2) successive bids will be removed from the qualified bidder's list.
- 10) Bid Attachments - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.
- 11) Bidder's Competence - The Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the bidder shall submit to the Village a properly executed Contractor's Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.
- 12) Bid Opening - At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.
- 13) Bid Award - The bidder acknowledges the right of the Village to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different bidders or all items to a single bidder (to accept, split, and or reject part(s) of any of all bids). In addition, the bidder recognizes the right of the Village to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

#### **AWARD OR REJECTION OF BIDS**

- 1) Award or Rejection - Contracts are awarded to the lowest, most responsible bidder. In determining the responsibility of a bidder, the following are taken into consideration:
  - a) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - b) The current, uncompleted work in which a contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
  - c) The financial resources of the bidder;
  - d) Cash discounts offered;
  - e) Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price therefore, is to be taken into consideration, and a

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bid which is low in point of price may be rejected if the material to be furnished is not the best;

- f) Direct, indirect and incidental costs to the Village;
- 2) Notice of Award - A delivered executed contract shall be the binding contract.

**CONTRACT PROVISION**

- 1) Material, Equipment, and Workmanship: - Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. CONTRACTOR shall, if required to furnish satisfactory evidence as to the source, kind and quality of the materials and equipment incorporated in the GOODS.
- 2) Equipment and Shop Drawings - When the contract requires detailed shop drawings and layouts, bidder shall submit them to the Village Manager, or his/her designee, for his/her approval. Drawings shall show the characteristics of equipment and operation details.
- 3) Village Supervision - The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as "additions".
- 4) Village Insurance Requirement - Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors.

**A) Minimum Scope of Insurance Coverage shall be at least as broad as:**

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village of Bensenville named as additional insured; and
- (2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville as insured; and
- (3) Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90 or newer), Symbol 01 "Any Auto."
- (4) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

**B) Minimum Limits of Insurance Contractor shall maintain limits no less than:**

- (1) Commercial General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum

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General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

- (2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

**C) Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the Village of Bensenville. At the option of the Village of Bensenville, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Bensenville, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

**D) Other Insurance Provisions**


The policies are to contain, or be endorsed to contain, the following provisions:

**(1) General Liability and Automobile Liability Coverages**

- (a) The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (b) The Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**(2) Workers' Compensation and Employers' Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Village of Bensenville, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.

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**(3) All Coverages**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the Village of Bensenville.

**E) Acceptability of Insurers**

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois

**F) Verification of Coverage**

Contractor shall furnish the Village of Bensenville with certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements affecting coverage require by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Bensenville and are to be received and approved by the Village of Bensenville before any work commences. The attached Additional Insured Endorsement (Exhibit A) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit A). The Village of Bensenville reserves the right to request full certified copies of the insurance policies and endorsements.

**G) Subcontractors**

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

**H) Assumption of Liability**

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement

**I) Indemnity/Hold Harmless Provision**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of

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the sole legal cause of the Village of Bensenville, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connections therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge the same. Contractor expressly understand and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

- 5) F.O.B. - All prices must be quoted F.O.B. Bensenville Illinois. Shipments shall become the property of the Village after delivery and acceptance.
  - a) CONTRACTOR shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by OWNER at the point of delivery; and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and malicious, mischief, collapse, water damage and such other perils, as CONTRACTOR deems appropriate.
- 6) Delivery Schedule - Bid items must be delivered within sixty (60) days from the date of execution of the contract unless a specific delivery date is stated on the bid. The Village may cancel contract without obligation if Delivery requirements are not met. If said contract is not canceled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision enumerated herein. All deliveries must be made on Monday - Friday, excluding Village holidays, between the hours of 7:00 a.m. and 3:30 p.m. Contractor is expected to ship in full truckload quantities within said sixty (60) day period unless prior approval has been granted by the Village in advance for circumstances beyond the control of the contractor.
- 7) Delivery - Bid price shall include delivery as indicated herein.



- 8) Default - The Village may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

*If the contractor fails to make delivery or to perform the services within the time specified herein or any extension hereof.*

In the event the board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the Village for any excess costs for such similar supplies for services; PROVIDED that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- 9) Alternate Materials and Equipment - Where specifications read "or approved equal", contractor shall direct a written description to the Public Works Director for approval, as set forth herein below. Generally, where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that specification or equal, or item that will perform a comparable function and be equal thereto to fill the needs of the Village, unless "No Substitutes" is specified. When offering alternatives, they must be identified by brand name and catalog number; in addition, the manufacturer's literature shall be included with the bid. However, bidders will be required to furnish samples upon request and without charge to the Village.
- 10) Bidder's Access to Procurement Information - All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.
- 11) Acceptance - Contracted work will be considered accepted when final payment is made.
- 12) Payment -
- a) For services of merchandise ordered by purchase order, payment will be made to a vendor provided and service or merchandise has been properly tendered to and accepted by the Village. Payment by check to a vendor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of the month.
  - b) For construction, partial payouts will be made each month as the work progresses, provided the work has been properly completed and accepted by the Village. Payment by check to a contractor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of the month.

- 13) Reorders - Reorders for the same item(s) shall be furnished at the base contract price or shall be furnished pursuant to a schedule of prices attached hereto by the contractor. Reordering shall be within the sole discretion of the Village.
- 14) Guarantees and Warranties -
- a) All material, workmanship, services, and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for the period of time specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, without delay, at no extra charge to the Village. Said time period shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, without delay, at no extra charge to the Village.
  - b) All warranties for materials or equipment must be received with title before payment for same is recommended.
- 15) Changes/Additional Services/Deletions - Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village Manager, or his/her designee, prior to such changes or modifications being made. Any additional service desired from the contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the proposal page and will be agreed to with the contractor prior to additional work commencing. In the event that charges for additional services cannot be agreed upon, bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.
- 16) Change Order Authorization - Pursuant to Public Act 85-1295 (Ill.Rev.Stat.ch.38, paragraph 33E-1 et seq.), no change order may be made in this contract which would authorize or necessitate an increase or decrease in either the cost of the contract by \$10,000.00 or more, or the time of completion by 30 days or more unless one of the following certifications is made by either the Village Board or its designee that:
- a) Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
  - b) The circumstances said to necessitate the Change were not within the contemplation of the contract as signed; or
  - c) The change is in the best interest of the Village;

*The party authorized to execute the above certification is the Village of Bensenville.*

**VENDOR:**

  
\_\_\_\_\_

Signature

  
\_\_\_\_\_

Title

  
\_\_\_\_\_

Date

**Village of Bensenville:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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

**DESCRIPTION:** A Resolution Authorizing Investment Policy.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

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**ASSIGNED COMMITTEE:** **Admin, Finance and Legislation** **DATE:** 9/13/2011

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**BACKGROUND:** The Village's current investment policy dates back to June 15, 1999. While the current investment policy is adequate in most respects still adequate the current investment policy was vague in certain respects and also does not include certain recommended wording to be in full compliance with State of Illinois statutes.

This proposed investment policy is designed to guide investment of Village funds in a manner that will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Village. The proposed investment policy fully conforms to all state statutes governing the investment of public funds.

**KEY ISSUES:**

The objectives of the policy in order of priority are as follows:

- Legality – We will conform with Federal, State and Local legal requirements.
- Safety – Investments of the Village shall be undertaken in a manner that seeks to insure the preservation of capital in the portfolio.
- Liquidity – We will maintain adequate cash flows.
- Return on Investments – We want to maximize our rate of return but not at the expense of the above 3 points.

The new Investment policy also contains a much more explicit section on Ethics and Conflicts of Interest. This enhanced section goes beyond simply stating that officers and employees shall refrain from personal business activity that can impair impartial decision making and explicitly states that **“Officers and employees involved in the investment process shall disclose any interests in financial institutions with which they conduct business. In addition, such individuals shall disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Officers and employees involved in the investment process shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Village.”**

The proposed investment policy was written with significant input from PMA Financial Network, the Village's primary investment advisor.

**ALTERNATIVES:**

1. Approve the Investment Policy.
2. Discretion of the Committee.

**RECOMMENDATION:** Staff recommends approving Resolution adopting an enhanced Investment Policy.

**BUDGET IMPACT:** N/A

**ACTION REQUIRED:** Motion to approve the Resolution.

# VILLAGE OF BENSENVILLE INVESTMENT POLICY

## 1.0 **Policy:**

It is the policy of the Village of Bensenville, Illinois (the "Village") to prudently invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Village and conforming to all state statutes governing the investment of public funds.

## 2.0 **Scope:**

This investment policy applies to all financial assets of the Village. The financial assets of the Police and Firefighter's Pension Funds are subject to the orders of their respective Boards of Trustees. The following funds are accounted for in the Village's Comprehensive Annual Financial Report and include:

### 2.1 **Funds:**

- 2.1.1 General Fund
- 2.1.2 Special Revenue Funds
- 2.1.3 Capital Project Funds
- 2.1.4 Enterprise Funds
- 2.1.5 Trust and Agency Funds
- 2.1.6 (Any new fund created by the Village Board, unless specifically exempt.)

## 3.0 **Prudence:**

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital, as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "**prudent person**" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

## 4.0 **Objective:**

The primary objective, in priority order of the Village's investment activities shall be:

### 4.1 **Legality:**

The investment activities of the Village will conform to federal, state and local legal requirements.

#### **4.2 Safety:**

Investments of the Village shall be undertaken in a manner that seeks to insure the preservation of capital in the portfolio.

##### **A. Credit Risk:**

Credit Risk is the risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by:

- Limiting investments to the safest types of securities,
- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the Village will do business, and
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

##### **B. Interest Rate Risk:**

Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity, and
- By investing operating funds primarily in shorter-term securities.

#### **4.3 Liquidity:**

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demands that cannot be anticipated, a portion of the portfolio should consist of securities with active secondary markets.

#### **4.4 Return on Investments:**

Return on investments is of tertiary concern when compared to the safety and liquidity objectives described above. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout economic cycles, taking into account the investment risk constraints and liquidity needs. Investments are limited to very low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- 1) a declining credit security could be sold early to minimize loss of principal;
- 2) a security swap would improve the quality yield, or target duration in the portfolio; or
- 3) liquidity needs of the portfolio require that the security be sold.

#### **5.0 Delegation of Authority:**

Management and administrative responsibility for the investment program is hereby delegated to the Village Manager or his/her designee, who, under the delegation of the Board of Trustees, shall establish written procedures for the operation of the investment program consistent with



this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking service contracts. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Village Manager. The Village Manager shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. The Village Manager may from time to time amend the written procedures in a manner not inconsistent with this policy or with state statutes.

#### **6.0 Ethics and Conflicts of Interest:**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Officers and employees involved in the investment process shall disclose any interests in financial institutions with which they conduct business. In addition, such individuals shall disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Officers and employees involved in the investment process shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Village.

#### **7.0 Authorized Financial Dealers and Institutions:**

The Director of Finance will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except on qualified public depository as established by state statutes.

All financial institutions and broker/dealers who desire to become approved bidders for investment transactions must supply the Director of Finance with the following:

- audited financial statements
- proof of Financial Industry Regulatory Authority (FINRA) certification
- proof of state registration, and
- certification of having read the Village's investment policy

An annual review of the financial condition and registration of qualified bidders will be conducted by the Director of Finance.

#### **8.0 Authorized and Suitable Investments:**

The Village may invest in any type of security allowed for in Illinois statutes regarding the investment of public funds. Current approved investments include:

- Bonds, notes, certificates of indebtedness, treasury bills, treasury strips or other securities or other allowable investments now or hereafter issued, which are guaranteed by the full

faith and credit of the government of the United States of America as to principal and interest.

- Bonds, notes, debentures or other similar obligations of the government of the United States of America, its agencies or its instrumentalities.
- Interest bearing savings accounts, interest bearing certificates of deposit or interest bearing time deposits or any other investment constituting direct obligations of any institution as defined by the Illinois Banking Act and is insured by the Federal Deposit Insurance Corporation.
- The Illinois Funds, including the Illinois Public Treasurer's Investment Pool, (IPTIP).
- Short-term obligations of corporations (banker's acceptances and commercial paper) organized in the United States with assets exceeding \$500 million and rated at the time of purchase at the highest tier established by at least two standard rating services. Such investments must mature within 270 days from the date of purchase and may not exceed 10% of the corporations' outstanding obligations. No more than a combined 33% of the Village's funds may be invested in banker's acceptances or commercial paper at any given time.
- Fixed rate General Obligation Municipal Bonds whose credit quality is restricted to "AA" or better.

#### **9.0 Collateralization:**

It is the policy of the Village and in accordance with the GFOA's Recommended Practices on the Collateralization of Public Deposits that the Village requires that funds on deposit in excess of FDIC limits be secured by some form of collateral, including surety bonds or letters of credit. The Village will accept any of the following assets as collateral:

- Government Securities
- Obligations of Federal Agencies
- Obligations of Federal Instrumentalities
- Obligations of the State of Illinois

The Village reserves the right to accept/reject any form of the above named securities.

The amount of collateral provided will not be less than 100% of the fair market value of the net amount of public funds secured. The ratio of fair market value of collateral to the amount of funds secured will be reviewed monthly, and additional collateral will be required when the ratio declines below the level required and collateral will be released if the fair market value exceeds the required level. Pledged collateral will be held in safekeeping, by an independent third party depository, in the name of the Village, and evidenced by a safekeeping agreement.

#### **10.0 Safekeeping and Custody:**

All security transactions, including collateral for repurchase agreements, entered into by the Village shall be conducted on a delivery-verses-payment (DVP) basis. Securities will be held by a third party custodian designated by the Director of Finance and evidenced by safekeeping receipts and a written custodial agreement.

### **11.0 Diversification:**

In order to reduce the risk of default, the Village shall diversify its investments to the best of its ability based on the type of funds invested and the cash flow needs of those funds. Diversification can be by type of investment, number of institutions invested in and length of maturity.

### **12.0 Maximum Maturities:**

To the extent possible, the Village will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific anticipated expenditure, the Village will not directly invest non-reserve funds in securities maturing more than two years from the date of purchase.

Reserve funds may be invested in securities exceeding two years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

### **13.0 Internal Controls:**

The Director of Finance is responsible for establishing and maintaining an internal control structure designed to insure that the assets of the Village are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of the control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits require estimates and judgments by management. The internal controls shall address the following points:

- Control of collusion
- Separation of transaction authority from accounting
- Custodial safekeeping
- Written confirmation of telephone transactions for investments and wire transfers

### **14.0 Performance Standards:**

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. Portfolio performance should be compared to appropriate benchmarks with similar duration as the portfolio.

#### **14.1 Market Yield (Benchmark):**

The Village's investment strategy is passive. Given this strategy, the benchmark used by the Director of Finance to determine whether market yields are being achieved shall be the U.S. Treasury Bill with a duration similar to the portfolio duration.

### **15.0 Reporting:**

The Director of Finance shall prepare an investment report at least quarterly. The report should be provided to the Village Manager and Board of Trustees and be available upon request. An annual report should also be provided to the Board.



**15.1 Marking to Market:**

A statement of the market value of the portfolio shall be issued to the Board of Trustees at least quarterly.

**16.0 Investment Policy Adoption:**

The Village of Bensenville's investment policy shall be adopted by resolution of the Village. This policy shall be reviewed on an annual basis by the Village Manager and any modifications made thereto must be approved by the Village Board.

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

**A RESOLUTION AUTHORIZING INVESTMENT POLICY**

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, it is the Mission of Village Government to be financially sound and provide customer friendly services of the highest quality; and

WHEREAS, it is in the best interest of the VILLAGE to set out in detail the investment policies of the VILLAGE; and

WHEREAS, it is in the best interest in the VILLAGE to invest funds in a matter that is in conformity with Federal, State and Local legal requirements and maximizes investment earnings without compromising safety or liquidity.

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

That the "Village of Bensenville Investment Policy" attached hereto and made a part hereof is hereby adopted as the official investment policy of the Village of Bensenville.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, September 13, 2011.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Corey Williamsen, Deputy Village Clerk

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

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

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



**TYPE:** Resolution **SUBMITTED BY:** John Anderson **DATE:** 09/07/2011

**DESCRIPTION:** AFSCME employee labor contract 4 year extension agreement

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

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**COMMITTEE ACTION:** Administration, Finance & Legislation **DATE:** 09/13/2011

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**BACKGROUND:** AFSCME local 1167 represents Village employees at defined positions within the departments of Public Works, Community and Economic Development, and Finance. The previous labor-management agreement between AFSCME local 1167 and the Village of Bensenville expired on April 30, 2011. Collective bargaining negotiations between management and AFSCME personnel began in April of this year. AFSCME members approved the terms of the new agreement on August 23, 2011.

**KEY ISSUES:** Through a series of labor-management negotiations the following changes have been made to the AFSCME agreement:

Length of agreement: 4 year term; May 1, 2011 through April 30, 2015

Wages:

- May 1, 2011 – No overall wage increase, added Step K to top of wage plan, all eligible employees will move up to the next step in wage plan (3% increase)
- May 1, 2012 – Overall increase of 2% to all steps in wage plan
- May 1, 2013 – Reopen negotiations for wages and insurance
- May 1, 2014 – Reopen negotiations for wages and insurance

“On-call” pay will increase from \$40/week to \$50/week in 2011, \$75/week beginning May 1, 2012

There were a number of further changes in the agreement which include a “Fairshare” provision. Fairshare will require any employee in a defined AFSCME union position to pay dues at rates established by AFSCME. AFSCME will also be provided with personnel transaction information in order to be kept informed of staffing levels and organizational changes. The union is now allowed to investigate and process grievances on work time without loss of pay, the time limit for grievance processing has increased from 5 days to 10 days, and notice of any new or changed work rules will be provided within 14 days.

Part-time employees are now defined in the contract as those working less than 35 hours per week. Commercial Driver’s License (CDL) cost will be reimbursed for employees required to have a CDL as a part of their job requirements. A Career Committee will be established within 6 months of ratification to establish guidelines for employees to be eligible for achievement and certification incentives.

**RECOMMENDATION:** Staff recommends the approval of a 4 year agreement between the Village of Bensenville and the AFSCME local 1167 public employee union.

**BUDGET IMPACT:** 2011 and 2012 budgets account for the AFSCME employee wage adjustments

**ACTION REQUIRED:** Motion to approve a resolution authorizing the Village Manager a 4 year labor-management agreement between the Village of Bensenville and AFSCME local 1167

**Resolution No.**

**Approving a Labor-Management Union Contract Agreement between the Village of Bensenville and AFSCME Local 1167 for 2011 - 2015**

**WHEREAS**, the wage level for the union settlements was for no overall 2011 wage increase percent, an additional step K was to be added to the top of the wage plan; a 2% overall increase in 2012; Wage and insurance negotiation re-openers in 2013 and 2014 and;

**WHEREAS**, the Village of Bensenville has negotiated in good faith with AFSCME Local 1167;

**NOW, THEREFORE BE IT RESOLVED**, that the Village Board of the Village of Bensenville does hereby approve the 2011-2015 AFSCME Local 1167 union contract, as negotiated.

Adopted this 13<sup>th</sup> day of September, 2011.

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Frank Soto  
Village President

ATTEST:

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Corey Williamsen  
Village Clerk

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

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

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

[illegible]



TYPE: Motion SUBMITTED BY: Joe Caracci DATE: 09-07-2011

DESCRIPTION: Consider a request for the Village to fill in an open ditch at the 342 Briar Lane

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

ASSIGNED COMMITTEE: **I&E**

DATE: **09-13-2011**

**BACKGROUND:** For disclosure purposes, this item relates to potential work on a village trustee's property.

Staff was approached earlier this year to research and evaluate the possibility of filling in an open drainage ditch at 342 Briar Lane for the purpose of improving safety for children walking to Johnson School. 342 Briar Lane is located immediately south of Johnson school on the west side of Briar. Sidewalk currently exists on the west side of Briar Lane and is the only controlled walkway for children. Public Works put together some preliminary plans and cost estimates to fill in the ditch. The project would include approximately 75 feet of new storm sewer, 3 drainage structures, fill material, and sodding. One fire hydrant would likely need to be raised as well. The cost estimate to perform the work is \$10,610. This project was not budgeted in FY2011.

**KEY ISSUES:** The proposed project would connect existing 10" pipe from a culvert under the driveway to an open culvert at the southern end of the property. Although closed drainage can be considered an upgrade, it must be properly sized to the rest of the system to assure functionality. I would challenge that a 10" storm sewer in this area would be appropriate. By filling in the ditch, we would also lose some storage capacity in heavy rain events and increase the potential for flooding at lower elevations.

The Village of Bensenville has 240 properties that currently have an open drainage system (ditch) in front of their property – one of which is directly across the street from 342 Briar. There is no current policy or procedure nor is there a budget for the Village to fill the open ditches at a resident's request. Typically, the Village will convert open drainage to closed drainage during large scale capital improvement projects aimed at transitioning rural roadway cross sections to urban roadway cross sections. Staff is concerned that performing this project will set a precedent for the other properties that could result in many more projects and expenses for the Village to assume without available funding source.

Staff has seen other properties with open drainage fill in their ditches at their own expense. Although this provides for a much more aesthetically pleasing parkway, it does reduce effectiveness. We should begin to monitor these situations and require that any future desire from our residents to fill in ditches go through a permit process in order for the Village to evaluate the impacts on Stormwater effectiveness.

Lastly, staff contacted School District #2 and they were not aware of any reported incidents as a result of the ditch at 342 Briar Lane and are not in a position to assist in funding or constructing a project of this nature without known or documented problems.

**ALTERNATIVES:** 1. Motion to approve.

2. Discretion of the Committee.

**RECOMMENDATION:** It is staff's recommendation that we do not perform this project utilizing Village funds. A comprehensive ditch program could be considered in the 2012 budget.

**BUDGET IMPACT:** This project was not budgeted in FY2011.

**ACTION REQUIRED:** Discretion of the Committee.





## Village of Bensenville Department of Public Works

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

Memorandum 2011-28

Date: August 2, 2011  
To: Mike Cassady, Village Manager  
From: Joe Caracci, Director of Public Works  
Subject: 342 Briar Lane – Open Drainage conversion to Closed Drainage for Safety Project

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### ***THIS ITEM RELATES TO POTENTIAL WORK ON A VILLAGE TRUSTEE'S PROPERTY***

Staff was approached earlier this year to research and evaluate the possibility of filling in an open drainage ditch at 342 Briar Lane for the purpose of improving safety for children walking to Johnson School. 342 Briar Lane is located immediately south of Johnson school on the west side of Briar (aerial photo below).



Sidewalk currently exists on the west side of Briar Lane and is the only controlled walkway for children. Students are encouraged to travel along the sidewalk, through the driveway at 342 Briar, and onto the carriage walk (behind the curb) north of the 342 Briar driveway. The resident at 342 Briar indicates that the children typically walk in the parkway (between the sidewalk and street) where there is currently an open drainage (ditch) system in front of 342 Briar. At some point in the past, the open drainage area in front of 352 Briar (neighbor to the south) was filled in.

Public Works put together some preliminary plans and cost estimates to fill in the ditch. The project would include approximately 75 feet of new storm sewer, 3 drainage structures, fill material, and sodding. One fire hydrant would likely need to be raised as well. The cost estimate to perform the work is \$10,610. The quantity take-off and cost estimate are seen below. These costs were calculated based on contracting the job. Savings may be realized if performed in-house. This project was not budgeted in FY2011.

Item	QTY	UNITS	PRICE	TOTAL
Fill	14	CY	\$25.00	\$350.00
10" PVC Storm Sewer	77	LF	\$50.00	\$3,850.00
10" x 10" PVC Tee	1	EA	\$250.00	\$250.00
Catch Basin	1	EA	\$2,500.00	\$2,500.00
Inlet	2	EA	\$500.00	\$1,000.00
Fire Hydrant to be raised	1	EA	\$1,000.00	\$1,000.00
Sodding	166	SY	\$10.00	\$1,660.00
<b>TOTAL</b>				<b>\$10,610.00</b>

The proposed project would connect existing 10" pipe from a culvert under the driveway to an open culvert at the southern end of the property. Although closed drainage can be considered an upgrade, it must be properly sized to the rest of the system to assure functionality. I would challenge that a 10" storm sewer in this area would be appropriate. By filling in the ditch, we would also lose some storage capacity in heavy rain events and increase the potential for flooding at lower elevations.

The Village of Bensenville has 240 properties that currently have an open drainage system (ditch) in front of their property (see attachment). There is no current policy or procedure nor is there a budget for the Village to fill the open ditches at a resident's request. Typically, the Village will convert open drainage to closed drainage during large scale capital improvement projects aimed at transitioning rural roadway cross sections to urban roadway cross sections. Staff is concerned that performing this project will set a precedent for the other properties that could result in many more projects and expenses for the Village to assume.



Staff has seen other properties with open drainage fill in their ditches at their own expense. Although this provides for a much more aesthetically pleasing parkway, it does reduce effectiveness. We should begin to monitor these situations and require that any future desire from our residents to fill in ditches go through a permit process in order for the Village to evaluate the impacts on Stormwater effectiveness.

It is staff's recommendation that we do not perform this project utilizing Village funds. I did contact the superintendent for District #2 in order to gauge his input on the potential safety issue and whether or not the school district is interested in funding a project of this kind. The school district was not aware of any reported accidents and stated that they did not feel in a position to move forward with a project of this nature without known or documented problems.

Enc.    Parcels with Open Drainage



# Village of Bensenville

Residential Parcels with Ditches in ROW - Total 240

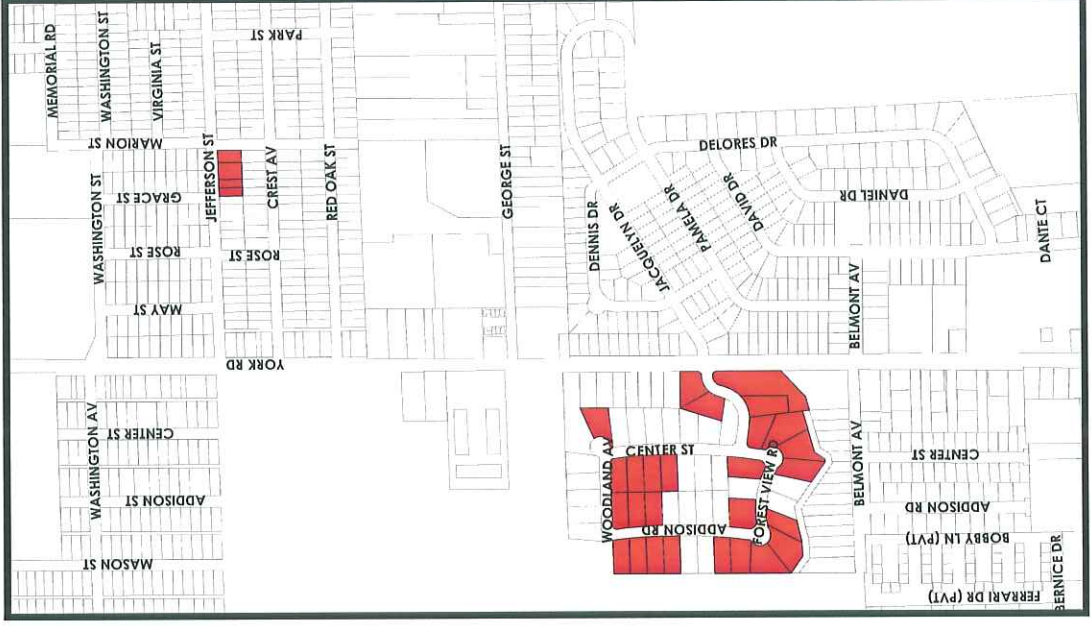
Mohawk Terrace Subdivision- 82 Parcels



West Side- 127 Parcels



Forrestview and Jefferson/Marion- 31 Parcels



TYPE: Motion SUBMITTED BY: Joe Caracci DATE: 09/13/2011

DESCRIPTION: Authorize the Village Manager to begin leak detection activities in an amount not to exceed \$30,000 as a result of audited water loss from May 1, 2009 through December 31, 2010

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

ASSIGNED COMMITTEE: **I&E**

DATE: **09/13/2011**

**BACKGROUND:** As part of the auditor's management letter, it was noted that during the 20-month budget period between May 1, 2009 and December 31, 2010, nearly 369 million gallons of was unbilled/unaccounted for. This is a very alarming number. A total of 1,358,340,000 gallons of water was pumped into our system (based off DuPage Water Commission meters and invoices). Our billed water for the same time period was 988,972,000. This calculates to a 27.2% unbilled rate.

Over the past month, staff has researched our data in an attempt to justify this large discrepancy. We were able to verify nearly 112 million gallons of utilizing some monthly averages for missing data. The 112 million gallons includes operation and maintenance items such as pump testing, hydrant flushing, sewer cleaning, street cleaning, and fire department use. It also includes allowable leakage and water main break loss estimates. Per IDNR, the Village is allowed 2,000 gallons per day per mile of water main for unavoidable leakage. We also estimate water loss during water main breaks. This analysis leaves nearly 254.5 million gallons of water unaccounted for. At our current \$2.04 per 1,000 gallons rate through the DuPage Water Commission, this equates to over \$519,000 of water purchased.

**KEY ISSUES:** Staff has come up with a number of possibilities on sources of the leaks:

- OMP during demolition operations/training
- Unknown leaks
- Private fire hydrant leaks
- Leaks on private side of the valve/b-box
- Inter-connects with other Villages
- Theft (Fire hydrants, Fire services, Illegal connections, Private reservoirs)

Although we hate to think that our residents or business owners could be stealing water, this may be the reason for our significant discrepancy in water usage versus water billed. As unfortunate as it may sound, we are trying to narrow in on potential water theft. We have included a number of programs in our proposed FY2012 budget to hopefully help pinpoint sources of unaccounted water. A typical goal for any municipality is to be below the 8% threshold. We have some significant progress to make in order to attain this goal. Staff suggests a sense of urgency responding to this severe loss.

**ALTERNATIVES:** In order to begin to identify potential water loss, staff is looking to institute annual (or bi-annual) leak detection programs, perform a Village-wide valve exercising and repair program, initiate an annual fire hydrant testing and repair program, and begin to investigate potential high water use entities for compliance to our code.

**RECOMMENDATION:** Staff recommends approval of a motion authorizing the Village Manager to begin lead detection activities in an amount not to exceed \$30,000.

**BUDGET IMPACT:** Potentially \$30,000 for identification programs and \$50,000 for repair programs

**ACTION REQUIRED:** Motion to approve leak detection activities not to exceed \$30,000.





## Village of Bensenville Department of Public Works

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

Memorandum 2011-29

Date: August 22, 2011  
To: Mike Cassady, Village Manager  
From: Joe Caracci, Director of Public Works  
Subject: Unaccounted water for 20-month budget year (May 1, 2009 - December 31, 2010)

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As part of the auditor's management letter, it was noted that during the 20-month budget period between May 1, 2009 and December 31, 2010, nearly 369 million gallons of was unbilled/unaccounted for. This is a very alarming number. A total of 1,358,340,000 gallons of water was pumped into our system (based off DuPage Water Commission meters and invoices). Our billed water for the same time period was 988,972,000. This calculates to a 27.2% unbilled rate. Public Works utilizes slightly different numbers in our data collection ( $987,821,000 / 1,354,515,000 = 366,694,000 = 27.1\%$ ).

Over the past month, staff has researched our data in an attempt to justify this large discrepancy. With changes in key staff members during this time period, we had some missing data in the earlier months of the 20-month period. We were able to verify nearly 112 million gallons of utilizing some monthly averages for missing data. The 112 million gallons includes operation and maintenance items such as pump testing, hydrant flushing, sewer cleaning, street cleaning, and fire department use. It also includes allowable leakage and water main break loss estimates. Per IDNR, the Village is allowed 2,000 gallons per day per mile of water main for unavoidable leakage. We also estimate water loss during water main breaks. All this data can be seen on the attached spreadsheet entitled Water Loss Analysis.

This analysis leaves nearly 254.5 million gallons of water unaccounted for. At our current \$2.04 per 1,000 gallons rate through the DuPage Water Commission, this equates to over \$519,000 of water purchased. Where is our water going?

Staff has come up with a number of possibilities on where our unaccounted water could be going.

1. OMP – During the 5 month period between March 2010 and July 2010, the OMP was actively transforming the area with demolitions and decommissions. During this time period, the acquisition area was being heavily used by fire departments across the area for training purposes. During this time period, our pumped water was approximately 16 million gallons above average. To our knowledge, the entire acquisition area should now be decommissioned and no water loss should be experienced as part of the OMP.



2. Unknown leaks – There is a possibility of unknown leaks throughout our system that can go undetected. These leaks can contribute significant quantities of unaccounted water. As part of our proposed FY2012 budget, we have included an extensive valve exercising and leak detection survey for the entire Village. This program can help identify these leaks in our main lines, test our valves for efficient operation and leakage, and help pinpoint any problem areas. The program will also help document the layout of our current system and identify missing valves and unknown cross connections.
3. Private fire hydrant leaks – Many of our industrial buildings have private service lines that were installed for the purpose of providing additional fire hydrants to the backs of the properties. These hydrants are beneficial for the purpose of fighting fires on very deep buildings. Unfortunately, many if not all of these service lines are unmetered. Leaks and any use of these hydrants is a source of unbilled water.
4. Leaks on private side of the valve/b-box – We typically do not monitor leaks between our valve ownership and before the meter. Although I would not anticipate that this would account for significant loss, one or two unidentified leaks can add up.
5. Inter-connects with other Villages – The Village currently has emergency inter-connects with Elk Grove Village, Elmhurst and Wood Dale. These connections are unmetered. Should there be a need for one of these towns to utilize our water, it would end up being free to them and unbilled. Although highly unlikely, it is possible that one of these towns is pulling water from us without us knowing.
6. Theft – Although this is the last resort we would like to consider, there is a high likelihood that this could be our biggest source of unbilled water. There are a number of opportunities for water theft in our Village.
  - a. Fire hydrants – The private fire hydrants discussed in item 3 above can be utilized fairly easily without our knowledge. Most of these hydrants are tucked away on private property. Some of our industrial users are very reliant on water usage as part of their operation. Unmetered private fire hydrants are an easy target for water theft.
  - b. Fire services – Most of our industrial buildings require the installation of a fire suppression system. These systems have “tattle-tale” meters installed on the fire line. The purpose of these meters is to periodically check the readings for use. Unfortunately, these meters are not equipped with radio reads and thus must be physically read. Past practices did not perform these reads and we currently do not have a database of meters or current meters. If a property owner tapped into the fire line for a source of water, they could utilize a significant quantity of our water without being charged.

- c. Illegal connections – Any property could feasibly perform an illegal connection by tapping into the potable water service before the meter. This would result in unbilled water usage. The only way to find these connections is to physically inspect the plumbing in each home and business.
- d. Private reservoirs – We are aware of a couple of private large capacity reservoirs in our Village. These reservoirs could be tied into the potable water system before a meter or on a fire meter and go undetected.

Although we hate to think that our residents could be stealing water, this may be the likeliest reason for our significant discrepancy in water usage versus water billed. Attached to this memo are a number of monthly water usage tables from various months during our 20 month budget cycle in question. Our average daily pumpage of water is 2.2 million gallons. Looking at the daily logs, one thing stands out that is very unusual – there are a number of “spikes” present. One would expect normal variations of 400,000 to 500,000 gallons per day. There are frequent spikes in our system of 1.0 – 1.4 million gallons from one day to the next.

Staff is currently investigating these unusual spikes and making inquiries into different users in the Village. As unfortunate as it may sound, we are trying to narrow in on potential water theft.

We have included a number of programs in our proposed FY2012 budget to hopefully help pinpoint sources of unaccounted water. A typical goal for any municipality is to be below the 8% threshold. We have some significant progress to make in order to attain this goal.

Enc.    Water Loss Analysis

Monthly Water Production Logs

# Water Loss Analysis

May 2009 - December 2010 (20 month budget period) - with estimated average data

	Pumped	Sold	Pump Test	Flushing	Leaks	Sewer Cleaning	Street Cleaning	Fire Dept.	Unavoidable Leaks
<u>2009</u>									
May	64,092,000	45,508,000	66,217	281,440	587,897	22,389	9,154	180,667	4,260,000
June	64,132,000	43,561,000	66,217	281,440	587,897	22,389	9,154	180,667	4,260,000
July	68,168,000	50,131,000	66,217	281,440	587,897	22,389	9,154	180,667	4,588,000
August	71,681,000	43,949,000	66,217	281,440	587,897	22,389	9,154	180,667	4,588,000
September	67,587,000	48,669,000	66,217	281,440	587,897	22,389	9,154	180,667	4,440,000
October	66,893,000	47,387,000	66,217	42,000	587,897	7,000	12,000	180,667	4,588,000
November	62,957,000	54,002,000	66,217	53,000	587,897	5,000	9,154	180,667	4,440,000
December	70,049,000	82,649,000	66,217	47,000	587,897	5,000	0	180,667	4,588,000
<u>2010</u>									
January	67,401,000	41,172,000	0	223,000	1,799,000	33,000	0	15,000	4,588,000
February	58,458,000	65,152,000	0	58,000	136,000	18,000	0	180,667	4,144,000
March	66,934,000	27,009,000	77,650	250,000	65,000	26,600	0	500,000	4,588,000
April	66,283,000	46,046,000	21,000	552,200	864,000	29,860	20,000	180,667	4,440,000
May	72,657,000	42,228,000	108,546	990,000	1,964,160	37,500	20,000	180,667	4,260,000
June	68,353,000	50,934,000	215,128	746,400	177,600	125,380	15,000	27,000	4,260,000
July	76,216,000	48,662,000	91,775	150,000	534,000	5,000	10,000	180,667	4,588,000
August	72,212,000	54,113,000	60,000	125,000	488,000	11,000	8,000	180,667	4,588,000
September	66,645,000	53,901,000	37,500	625,000	17,000	5,000	7,000	180,667	4,440,000
October	68,593,000	47,828,000	75,000	150,000	168,000	20,000	12,000	180,667	4,588,000
November	65,516,000	51,434,000	60,000	85,000	405,000	2,500	15,000	180,667	4,440,000
December	69,688,000	43,486,000	48,000	125,000	437,000	5,000	0	180,667	4,588,000
Totals:	1,354,515,000	987,821,000	1,324,335	5,628,800	11,757,936	447,785	173,924	3,613,339	89,264,000
Average:	67,725,750	49,391,050	66,217	281,440	587,897	22,389	8,696	180,667	4,463,200

Total pumped:	1,354,515,000
Total sold:	987,821,000
Total unbilled:	366,694,000
Total other:	112,210,119
Total unaccounted for:	254,483,881
Percent unaccounted for:	18.79%

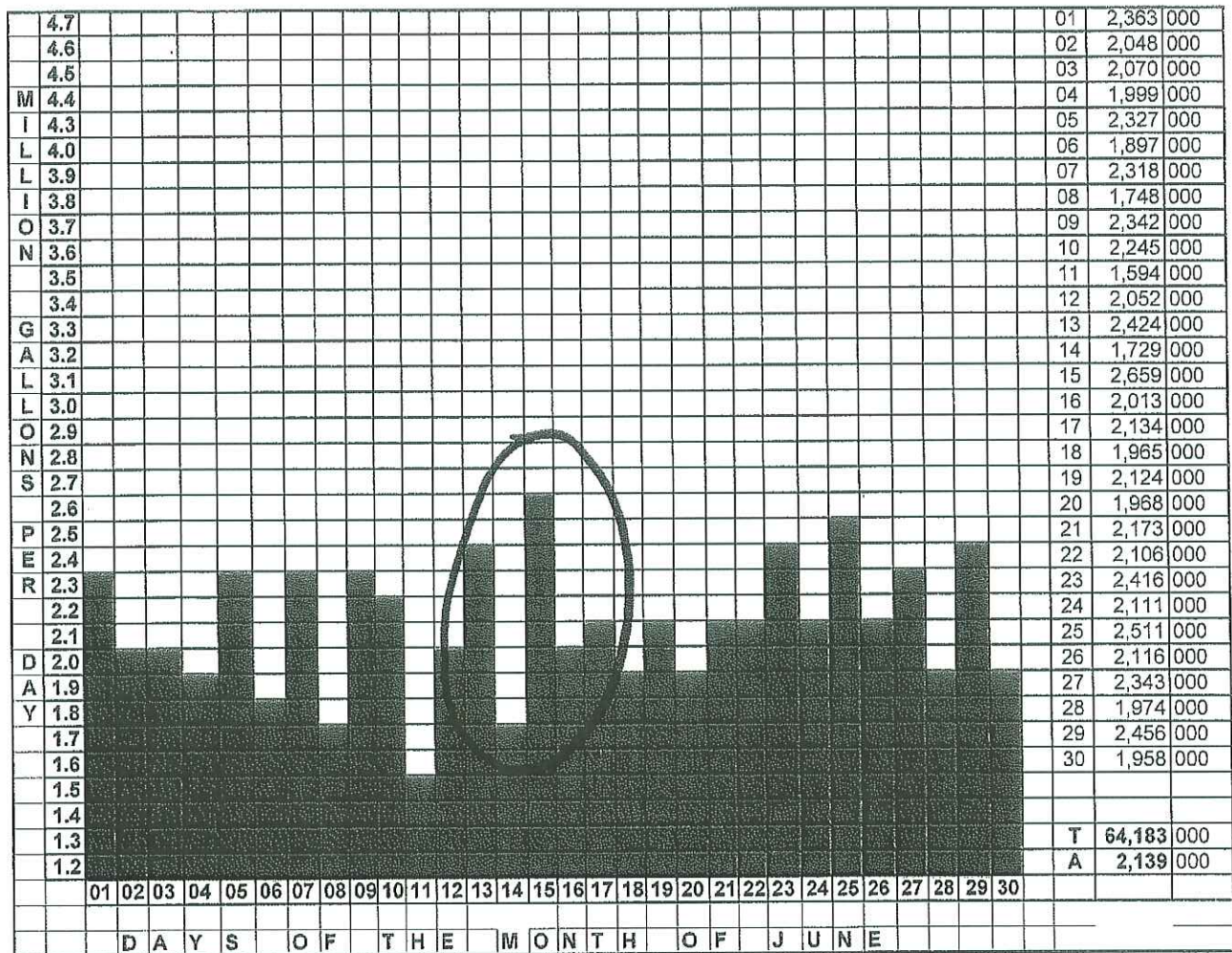


## MAY 2009

Page 1

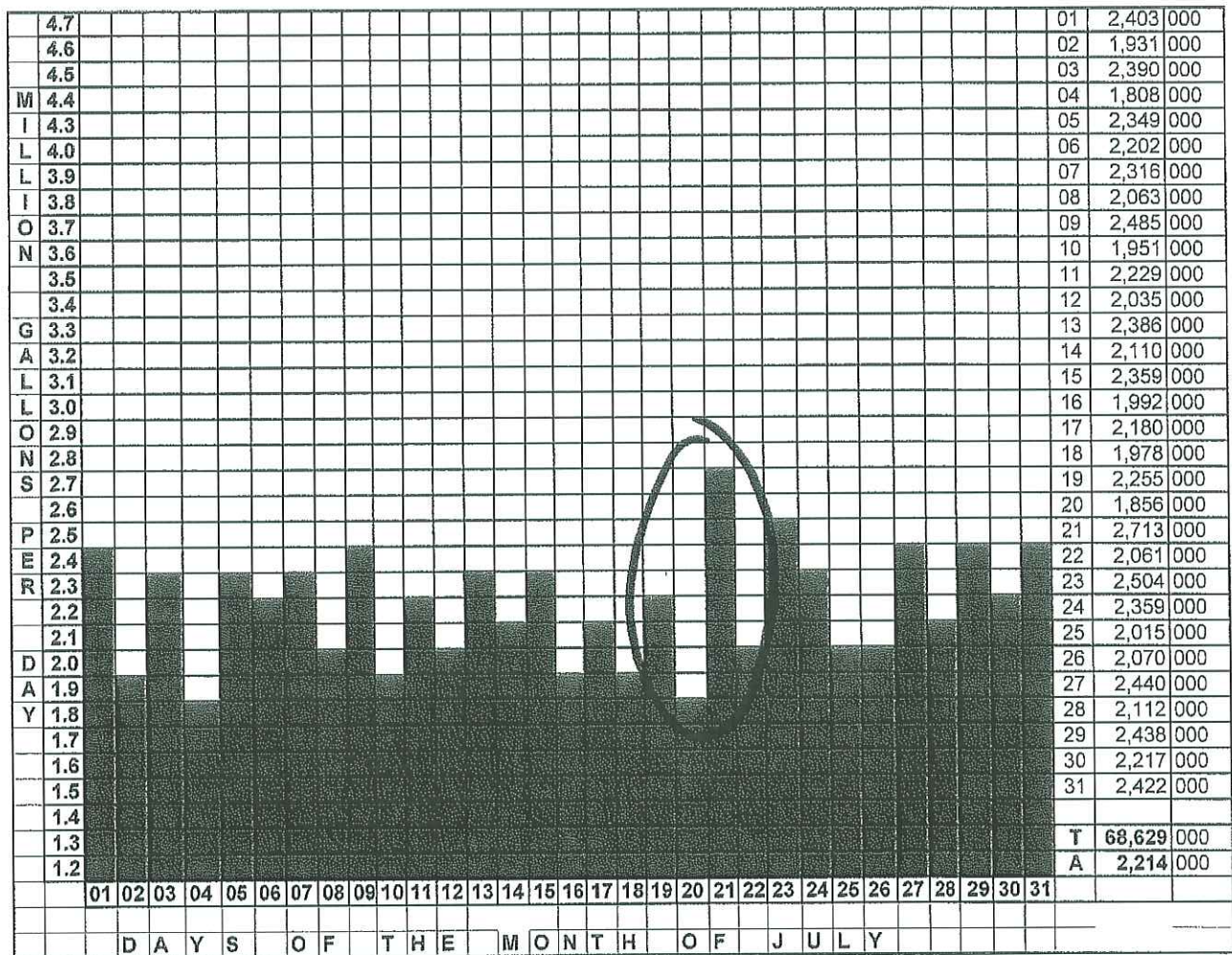
# WATER PRODUCTION FOR THE VILLAGE OF BENSENVILLE

JUNE 2009



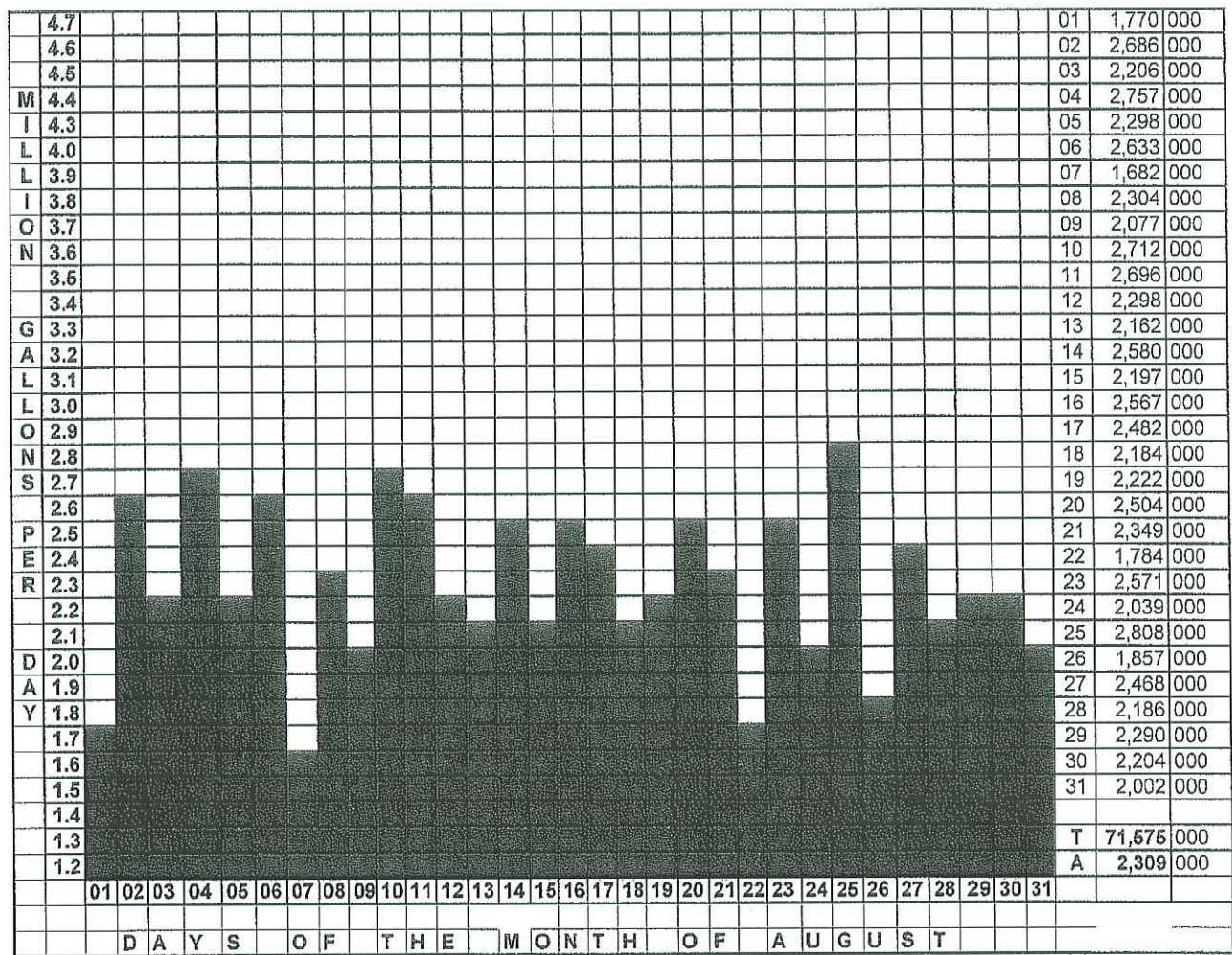


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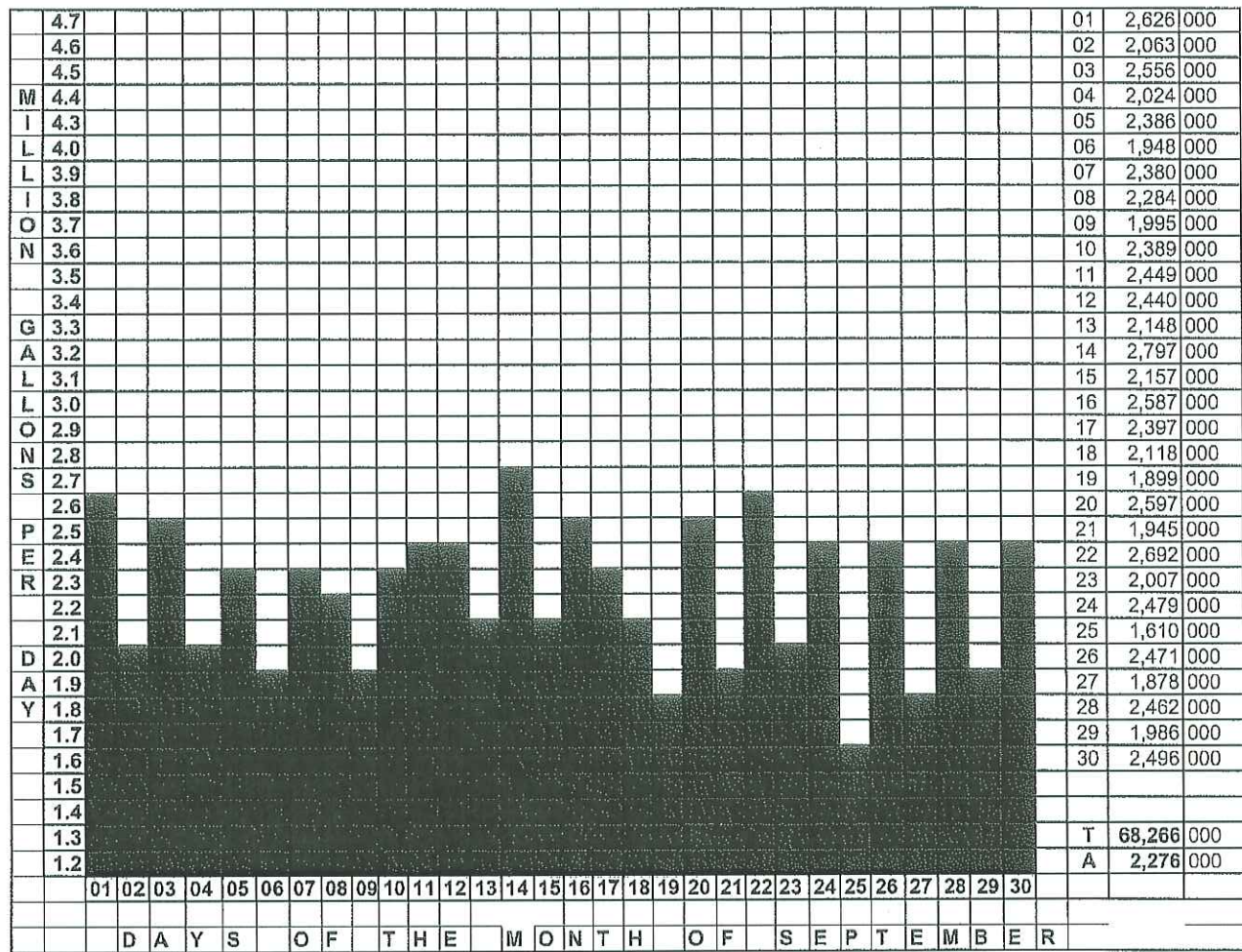




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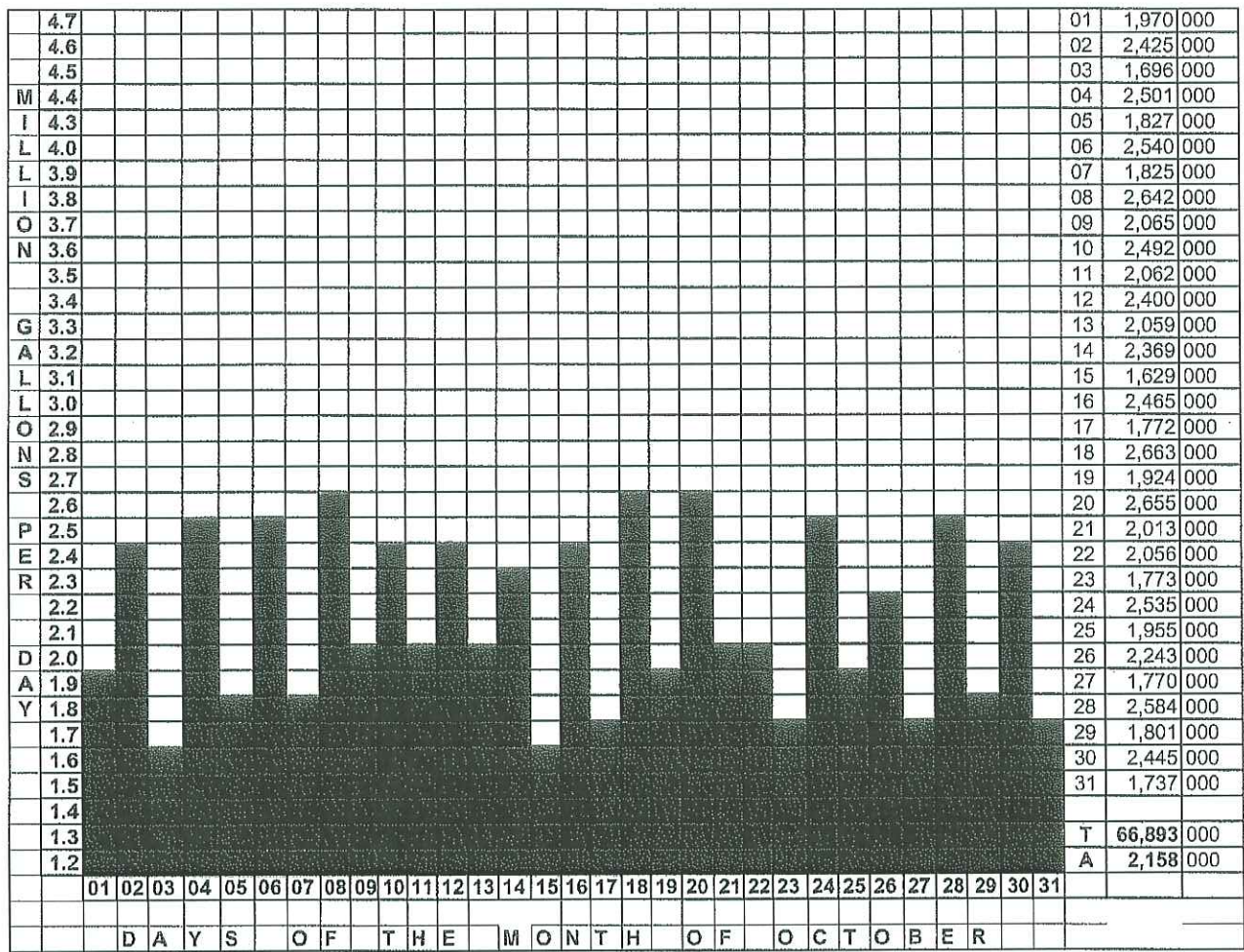


Sep09





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## January 2010

Page 1



## February 2010

Page 1



## MARCH 2010

Page 1



## APRIL 2010

Page 1

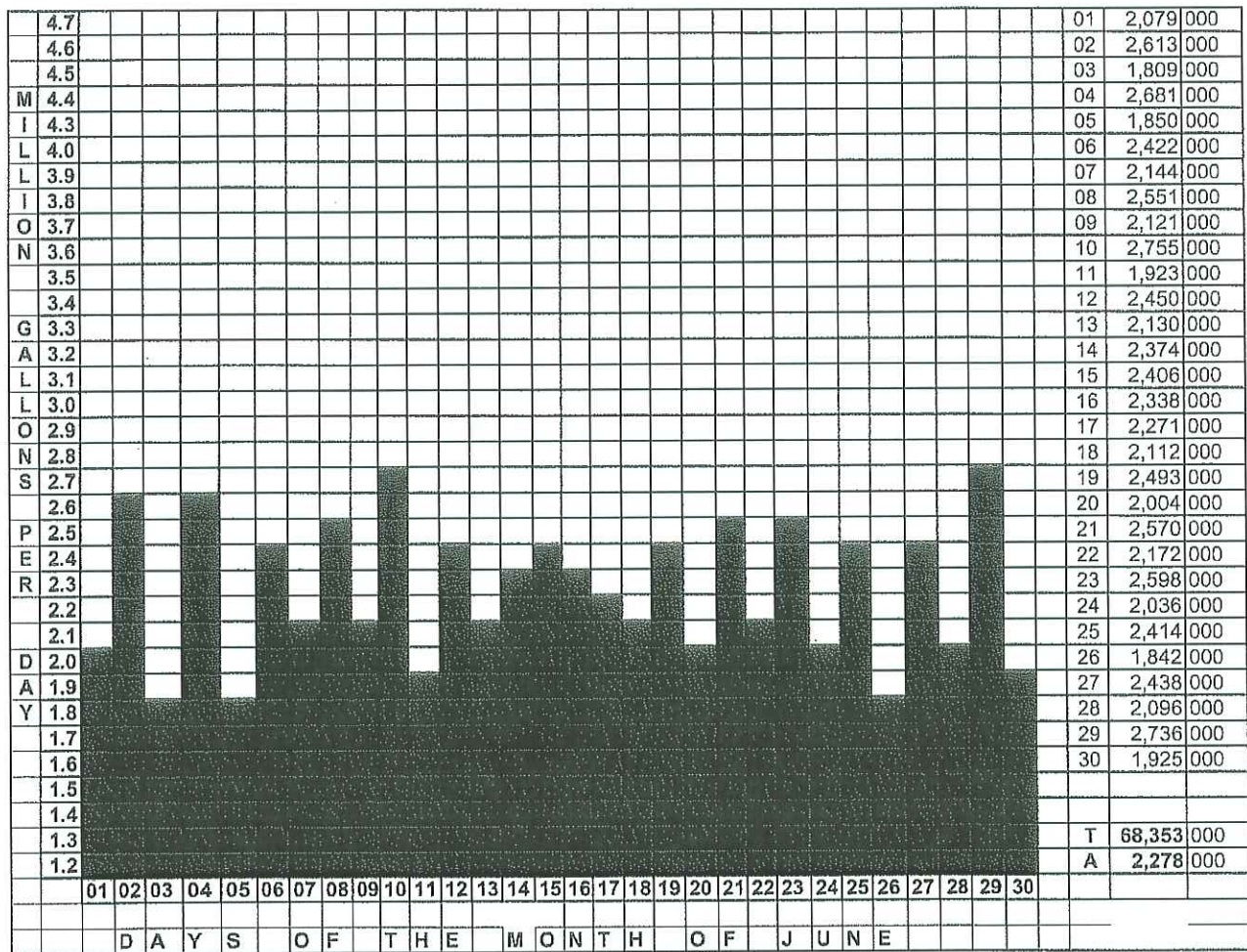


## MAY 2010

Page 1

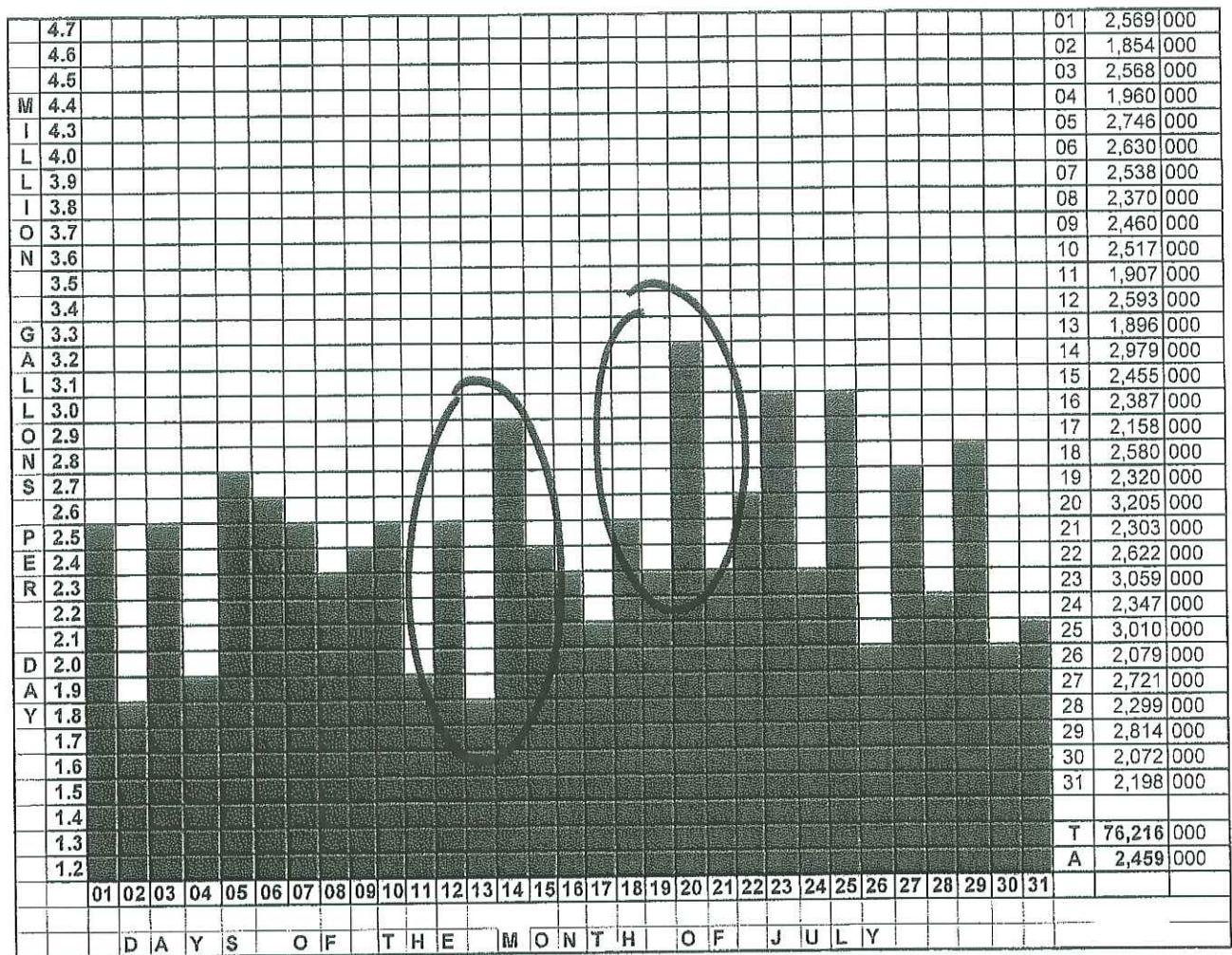
WATER PRODUCTION FOR THE VILLAGE OF BENSENVILLE

JUNE 2010



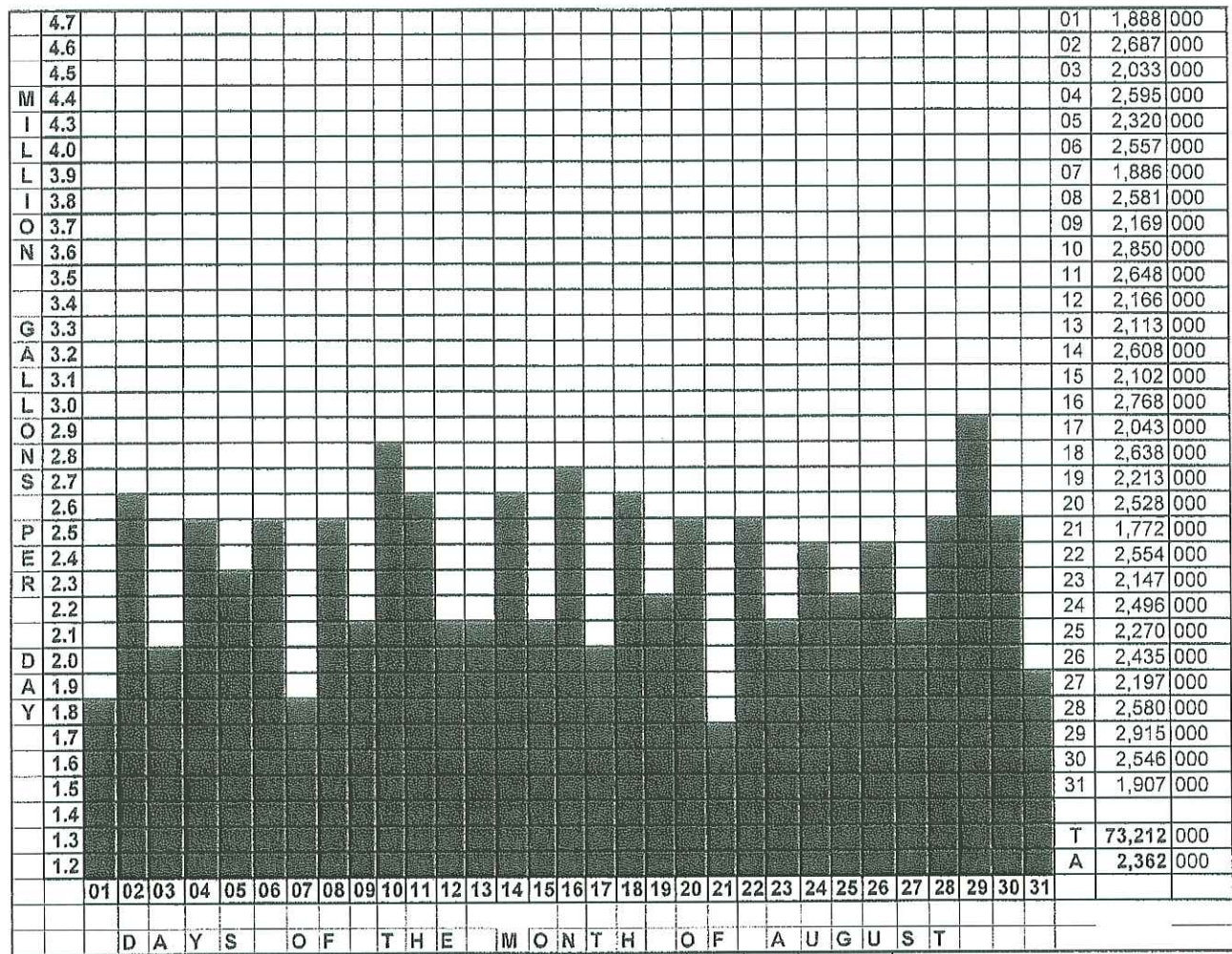


JULY 2010





August 2010



SEPTEMBER 2010

[illegible]



Oct2010  
October 2010

[illegible]



[illegible]



## DECEMBER 2010

Page 1

## VILLAGE OF BENSENVILLE

**TYPE:** Ordinance **SUBMITTED BY:** Tim Sloth, Director of Finance **DATE:** September 13, 2011

**DESCRIPTION:** AN ORDINANCE authorizing and providing for the issue of \$\_\_\_\_\_ General Obligation Bonds (Alternate Revenue Source), Series 2011B, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of financing infrastructure improvements in certain Special Service Areas established in the Village, prescribing the details of said bonds and providing for the imposition of taxes to pay the same, and for the collection, segregation and application of certain Village revenues to pay said bonds.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**ASSIGNED COMMITTEE:** Administration Finance & Legislation

**DATE:** 9/13/2011

**BACKGROUND:**

On December 14, 2010 the Village established Special Service Areas 3 through 8 in the North Industrial District in order to provide certain services, namely, street reconstruction, street lighting conduit improvements and sanitary sewer improvements. This Ordinance authorizes and provides for the issuance of bonds for these Special Service Areas. The total not to exceed amount for these issuances is \$7,204,000.

In April 2011, the Village Board approved TIF #13. The TIF #13 Redevelopment Plan and Project provided for the funding of certain types of projects including a significant portion of the cost of the road, stormwater management and other related projects that are being undertaken within the seven (7) special service areas that have been approved by the Village. On July 19, 2011, the Village issued \$17,975,000 in Tax exempt General Obligation Bonds. The July issuance constitutes the "Village's" portion of funding for expenses for the North Industrial Park improvements. The \$7,204,000 bonds represent the "business owners" portion of funding for the North Industrial Park Improvements. Note: The \$3,796,000 SSA #9 bond issuance has been delayed pending on-going litigation.

The Bonds will constitute valid and legally binding obligations of the Village and are expected to be paid from SSA property taxes levied each year until maturity of the bonds. I have included the preliminary Debt Service Schedules and the latest Preliminary Official Statement for the Board's review.

Kevin McKenna, from Speer Financial will be at the meeting to assist in fielding any questions in regards to this issuance.

**Due to the file size, all of the SSA 3-8 Bond Ordinances are located on the "T" Drive in a folder named "Bond Ordinances 2011."**

**KEY ISSUES:** In that it is the Village's desire to move forward with the sale of these bonds to fund North Industrial Park SSA improvements.

**ALTERNATIVES:**

1. Approve the proposed Bond Ordinance
2. Discretion of the Board

**RECOMMENDATION:** Staff recommends approval of the Ordinance.

**BUDGET IMPACT:** No direct impact in that the principal and interest payments on the bonds are to be paid from the revenues derived from the SSA taxes.

**ACTION REQUIRED:** Approval of Ordinance.



## VILLAGE OF BENSENVILLE

**TYPE:** Ordinance **SUBMITTED BY:** Tim Sloth, Director of Finance **DATE:** September 13, 2011

**DESCRIPTION:** AN ORDINANCE providing for the issuance of a \$\_\_\_\_\_ Special Service Area Number Three Unlimited Ad Valorem Tax Bond, Series 2011A, of the Village of Bensenville, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bond.

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

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

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

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**ASSIGNED COMMITTEE:** Administration Finance & Legislation

**DATE:** 9/13/2011

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### **BACKGROUND:**

On December 14, 2010 the Village established Special Service Areas 3 through 8 in the North Industrial District in order to provide certain services, namely, street reconstruction, street lighting conduit improvements and sanitary sewer improvements. This Ordinance authorizes and provides for the issuance of bonds specific to Special Service Area 3. The total not to exceed amount for this portion of the bond issuance is \$665,000.

In April 2011, the Village Board approved TIF #13. The TIF #13 Redevelopment Plan and Project provided for the funding of certain types of projects including a significant portion of the cost of the road, stormwater management and other related projects that are being undertaken within the seven (7) special service areas that have been approved by the Village. On July 19, 2011, the Village issued \$17,975,000 in Tax exempt General Obligation Bonds. The July issuance constitutes the "Village's" portion of funding for expenses for the North Industrial Park improvements. The \$665,000 bonds represent the "business owners" portion of funding for the North Industrial Park Improvements specific to SSA 3 which includes Mark Street and Tower Lane street reconstruction.

The Bonds will constitute valid and legally binding obligations of the Village and are expected to be paid from SSA 3 property taxes levied each year until maturity of the bonds. I have included the preliminary Debt Service Schedules and the latest Preliminary Official Statement for the Board's review.

Kevin McKenna, from Speer Financial will be at the meeting to assist in fielding any questions in regards to this issuance.

**KEY ISSUES:** In that it is the Village's desire to move forward with the sale of these bonds to fund North Industrial Park SSA 3 improvements.

**ALTERNATIVES:**

1. Approve the proposed Bond Ordinance
2. Discretion of the Board

**RECOMMENDATION:** Staff recommends approval of the Ordinance.

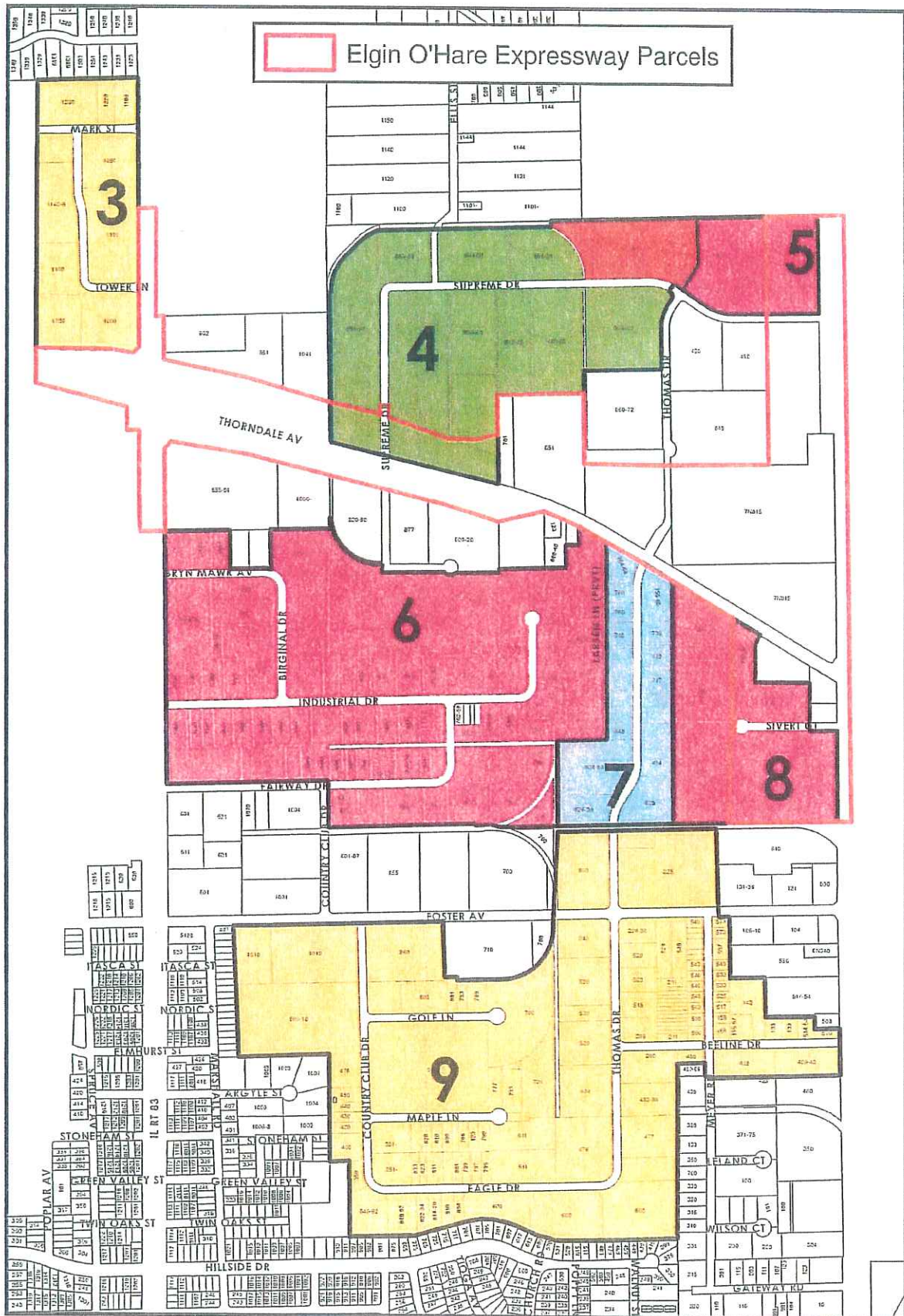
**BUDGET IMPACT:** No direct impact in that the principal and interest payments on the bonds are to be paid from the revenues derived from the SSA 3 taxes.

**ACTION REQUIRED:** Approval of Ordinance.



# Village of Bensenville

## North Industrial Park SSAs



## VILLAGE OF BENSENVILLE

**TYPE:** Ordinance **SUBMITTED BY:** Tim Sloth, Director of Finance **DATE:** September 13, 2011

**DESCRIPTION:** AN ORDINANCE providing for the issuance of a \$\_\_\_\_\_ Special Service Area Number Four Unlimited Ad Valorem Tax Bond, Series 2011B, of the Village of Bensenville, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bond.

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

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

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

---

**ASSIGNED COMMITTEE:** Administration Finance & Legislation

**DATE:** 9/13/2011

---

### **BACKGROUND:**

On December 14, 2010 the Village established Special Service Areas 3 through 8 in the North Industrial District in order to provide certain services, namely, street reconstruction, street lighting conduit improvements and sanitary sewer improvements. This Ordinance authorizes and provides for the issuance of bonds specific to Special Service Area 4. The total not to exceed amount for this portion of the bond issuance is \$2,867,000.

In April 2011, the Village Board approved TIF #13. The TIF #13 Redevelopment Plan and Project provided for the funding of certain types of projects including a significant portion of the cost of the road, stormwater management and other related projects that are being undertaken within the seven (7) special service areas that have been approved by the Village. On July 19, 2011, the Village issued \$17,975,000 in Tax exempt General Obligation Bonds. The July issuance constitutes the "Village's" portion of funding for expenses for the North Industrial Park improvements. The \$2,867,000 bonds represent the "business owners" portion of funding for the North Industrial Park Improvements specific to SSA 4 which includes Supreme Drive street reconstruction and flood control initiatives.

The Bonds will constitute valid and legally binding obligations of the Village and are expected to be paid from SSA 4 property taxes levied each year until maturity of the bonds. I have included the preliminary Debt Service Schedules and the latest Preliminary Official Statement for the Board's review.

Kevin McKenna, from Speer Financial will be at the meeting to assist in fielding any questions in regards to this issuance.

**KEY ISSUES:** In that it is the Village's desire to move forward with the sale of these bonds to fund North Industrial Park SSA 4 improvements.

**ALTERNATIVES:**

1. Approve the proposed Bond Ordinance
2. Discretion of the Board

**RECOMMENDATION:** Staff recommends approval of the Ordinance.

**BUDGET IMPACT:** No direct impact in that the principal and interest payments on the bonds are to be paid from the revenues derived from the SSA 4 taxes.

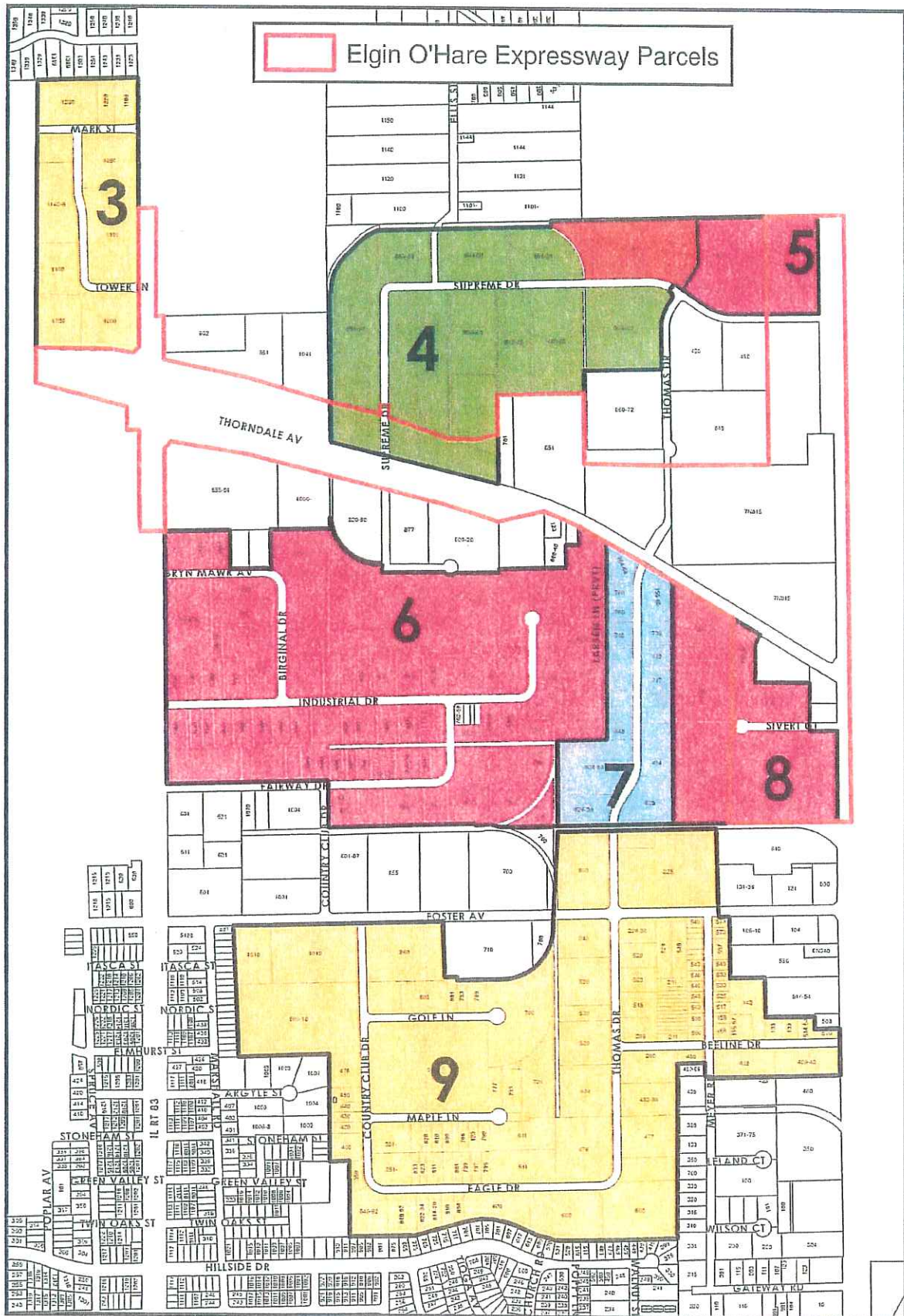
**ACTION REQUIRED:** Approval of Ordinance.





# Village of Bensenville

## North Industrial Park SSAs



## VILLAGE OF BENSENVILLE

**TYPE:** Ordinance **SUBMITTED BY:** Tim Sloth, Director of Finance **DATE:** September 13, 2011

**DESCRIPTION:** AN ORDINANCE providing for the issuance of a \$\_\_\_\_\_ Special Service Area Number Five Unlimited Ad Valorem Tax Bond, Series 2011C, of the Village of Bensenville, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bond.

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

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

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

---

**ASSIGNED COMMITTEE:** Administration Finance & Legislation

**DATE:** 9/13/2011

---

### **BACKGROUND:**

On December 14, 2010 the Village established Special Service Areas 3 through 8 in the North Industrial District in order to provide certain services, namely, street reconstruction, street lighting conduit improvements and sanitary sewer improvements. This Ordinance authorizes and provides for the issuance of bonds specific to Special Service Area 5. The total not to exceed amount for this portion of the bond issuance is \$200,500.

In April 2011, the Village Board approved TIF #13. The TIF #13 Redevelopment Plan and Project provided for the funding of certain types of projects including a significant portion of the cost of the road, stormwater management and other related projects that are being undertaken within the seven (7) special service areas that have been approved by the Village. On July 19, 2011, the Village issued \$17,975,000 in Tax exempt General Obligation Bonds. The July issuance constitutes the "Village's" portion of funding for expenses for the North Industrial Park improvements. The \$200,500 bonds represent the "business owners" portion of funding for the North Industrial Park Improvements specific to SSA 5 which includes Supreme Drive stormwater improvements.

The Bonds will constitute valid and legally binding obligations of the Village and are expected to be paid from SSA 5 property taxes levied each year until maturity of the bonds. I have included the preliminary Debt Service Schedules and the latest Preliminary Official Statement for the Board's review.

Kevin McKenna, from Speer Financial will be at the meeting to assist in fielding any questions in regards to this issuance.

**KEY ISSUES:** In that it is the Village's desire to move forward with the sale of these bonds to fund North Industrial Park SSA 5 improvements.

**ALTERNATIVES:**

1. Approve the proposed Bond Ordinance
2. Discretion of the Board

**RECOMMENDATION:** Staff recommends approval of the Ordinance.

**BUDGET IMPACT:** No direct impact in that the principal and interest payments on the bonds are to be paid from the revenues derived from the SSA 5 taxes.

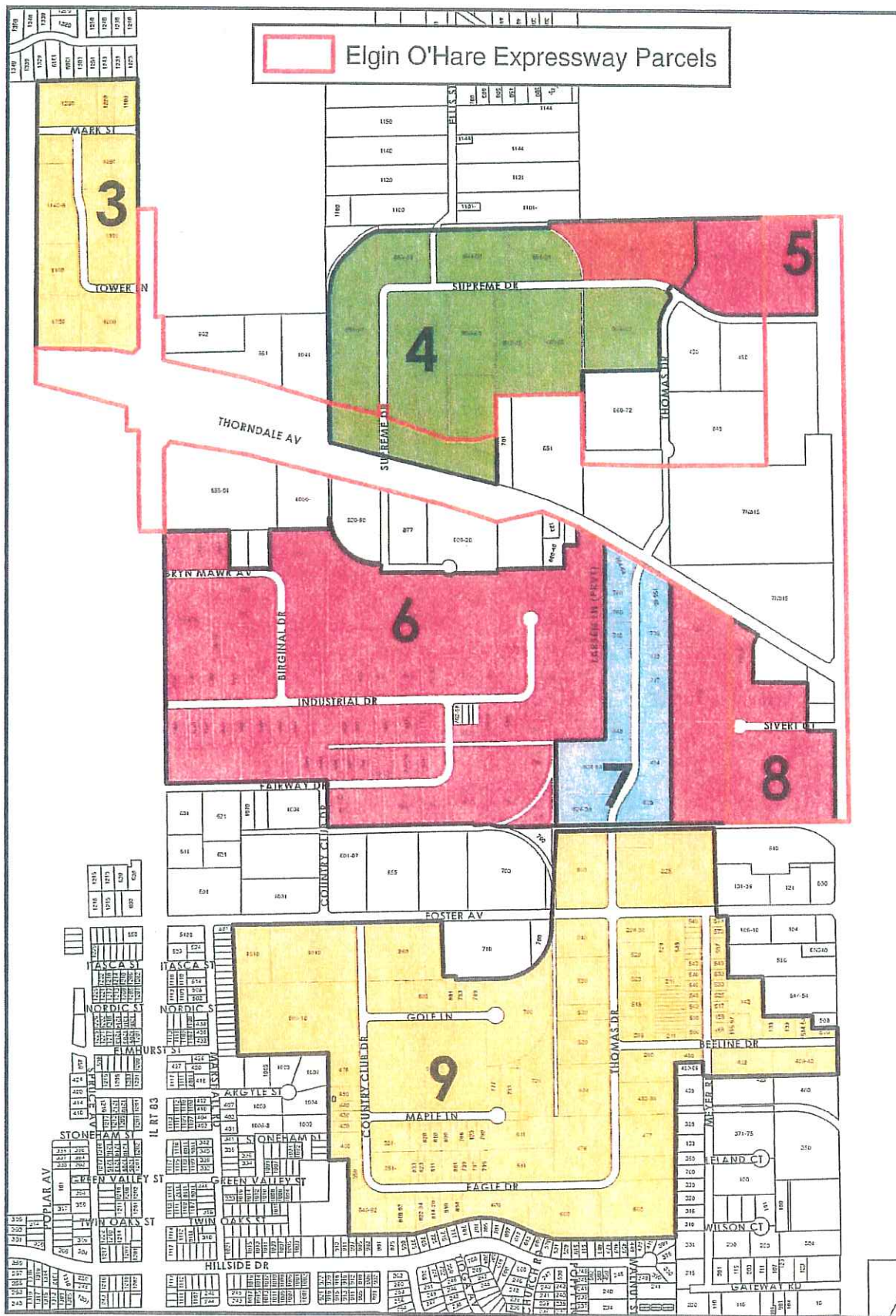
**ACTION REQUIRED:** Approval of Ordinance.





# Village of Bensenville

## North Industrial Park SSAs





## VILLAGE OF BENSENVILLE

**TYPE:** Ordinance **SUBMITTED BY:** Tim Sloth, Director of Finance **DATE:** September 13, 2011

**DESCRIPTION:** AN ORDINANCE providing for the issuance of a \$\_\_\_\_\_ Special Service Area Number Six Unlimited Ad Valorem Tax Bond, Series 2011D, of the Village of Bensenville, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bond.

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

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

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

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**ASSIGNED COMMITTEE:** Administration Finance & Legislation

**DATE:** 9/13/2011

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### **BACKGROUND:**

On December 14, 2010 the Village established Special Service Areas 3 through 8 in the North Industrial District in order to provide certain services, namely, street reconstruction, street lighting conduit improvements and sanitary sewer improvements. This Ordinance authorizes and provides for the issuance of bonds specific to Special Service Area 6. The total not to exceed amount for this portion of the bond issuance is \$1,947,000.

In April 2011, the Village Board approved TIF #13. The TIF #13 Redevelopment Plan and Project provided for the funding of certain types of projects including a significant portion of the cost of the road, stormwater management and other related projects that are being undertaken within the seven (7) special service areas that have been approved by the Village. On July 19, 2011, the Village issued \$17,975,000 in Tax exempt General Obligation Bonds. The July issuance constitutes the "Village's" portion of funding for expenses for the North Industrial Park improvements. The \$1,947,000 bonds represent the "business owners" portion of funding for the North Industrial Park Improvements specific to SSA 6 which includes stormwater and channel improvements to Birginal Drive, Bryn Mawr Avenue, Industrial Drive and Fairway Drive.

The Bonds will constitute valid and legally binding obligations of the Village and are expected to be paid from SSA 6 property taxes levied each year until maturity of the bonds. I have included the preliminary Debt Service Schedules and the latest Preliminary Official Statement for the Board's review.

Kevin McKenna, from Speer Financial will be at the meeting to assist in fielding any questions in regards to this issuance.

**KEY ISSUES:** In that it is the Village's desire to move forward with the sale of these bonds to fund North Industrial Park SSA 6 improvements.

**ALTERNATIVES:**

1. Approve the proposed Bond Ordinance
2. Discretion of the Board

**RECOMMENDATION:** Staff recommends approval of the Ordinance.

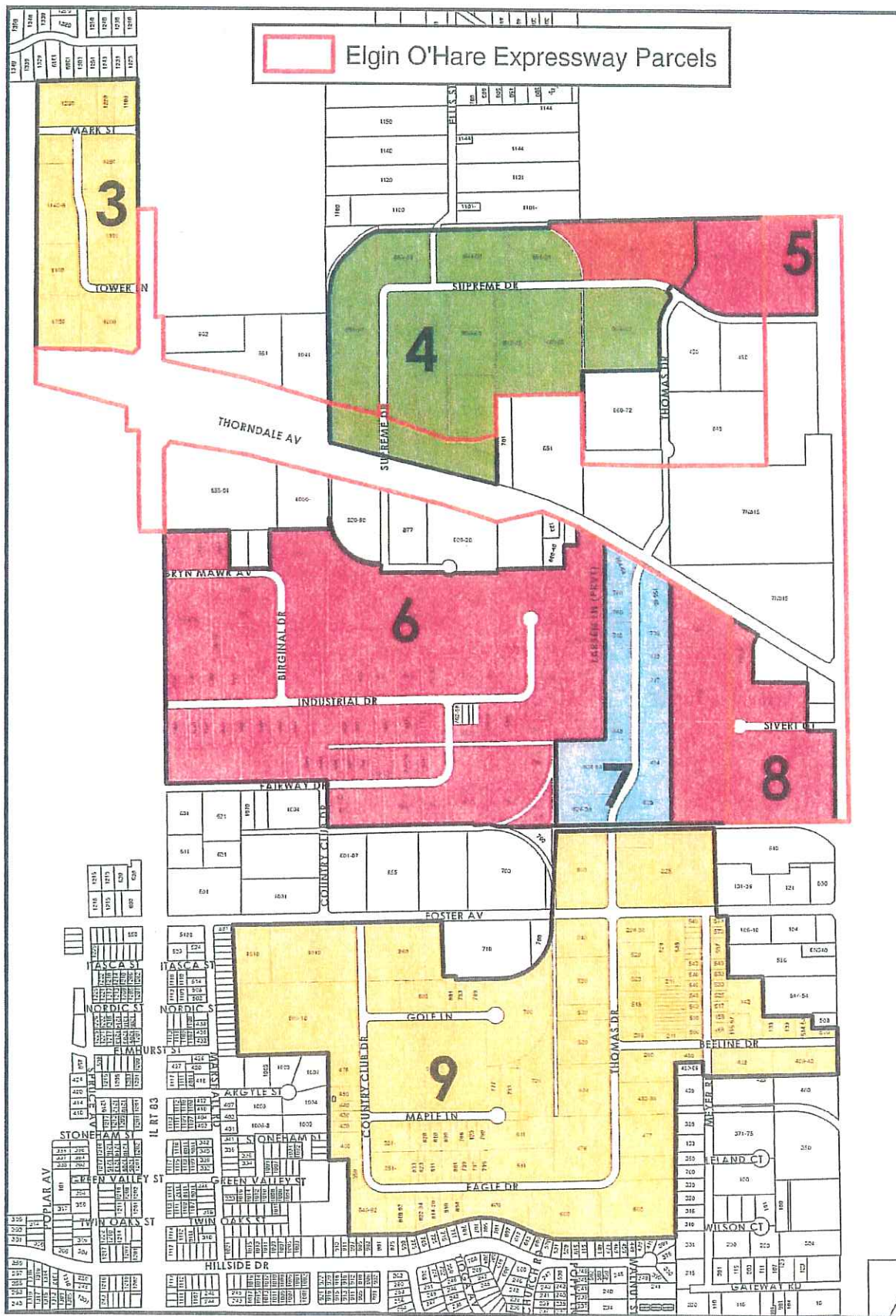
**BUDGET IMPACT:** No direct impact in that the principal and interest payments on the bonds are to be paid from the revenues derived from the SSA 6 taxes.

**ACTION REQUIRED:** Approval of Ordinance.



# Village of Bensenville

## North Industrial Park SSAs



## VILLAGE OF BENSENVILLE

**TYPE:** Ordinance **SUBMITTED BY:** Tim Sloth, Director of Finance **DATE:** September 13, 2011

**DESCRIPTION:** AN ORDINANCE providing for the issuance of a \$\_\_\_\_\_ Special Service Area Number Seven Unlimited Ad Valorem Tax Bond, Series 2011E, of the Village of Bensenville, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bond.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

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

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**ASSIGNED COMMITTEE:** Administration Finance & Legislation

**DATE:** 9/13/2011

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**BACKGROUND:**

On December 14, 2010 the Village established Special Service Areas 3 through 8 in the North Industrial District in order to provide certain services, namely, street reconstruction, street lighting conduit improvements and sanitary sewer improvements. This Ordinance authorizes and provides for the issuance of bonds specific to Special Service Area 7. The total not to exceed amount for this portion of the bond issuance is \$1,002,000.

In April 2011, the Village Board approved TIF #13. The TIF #13 Redevelopment Plan and Project provided for the funding of certain types of projects including a significant portion of the cost of the road, stormwater management and other related projects that are being undertaken within the seven (7) special service areas that have been approved by the Village. On July 19, 2011, the Village issued \$17,975,000 in Tax exempt General Obligation Bonds. The July issuance constitutes the "Village's" portion of funding for expenses for the North Industrial Park improvements. The \$1,002,000 bonds represent the "business owners" portion of funding for the North Industrial Park Improvements specific to SSA 7 which includes street reconstruction and flood control initiatives on Thomas Drive.

The Bonds will constitute valid and legally binding obligations of the Village and are expected to be paid from SSA 7 property taxes levied each year until maturity of the bonds. I have included the preliminary Debt Service Schedules and the latest Preliminary Official Statement for the Board's review.

Kevin McKenna, from Speer Financial will be at the meeting to assist in fielding any questions in regards to this issuance.

**KEY ISSUES:** In that it is the Village's desire to move forward with the sale of these bonds to fund North Industrial Park SSA 7 improvements.

**ALTERNATIVES:**

1. Approve the proposed Bond Ordinance
2. Discretion of the Board

**RECOMMENDATION:** Staff recommends approval of the Ordinance.

**BUDGET IMPACT:** No direct impact in that the principal and interest payments on the bonds are to be paid from the revenues derived from the SSA 7 taxes.

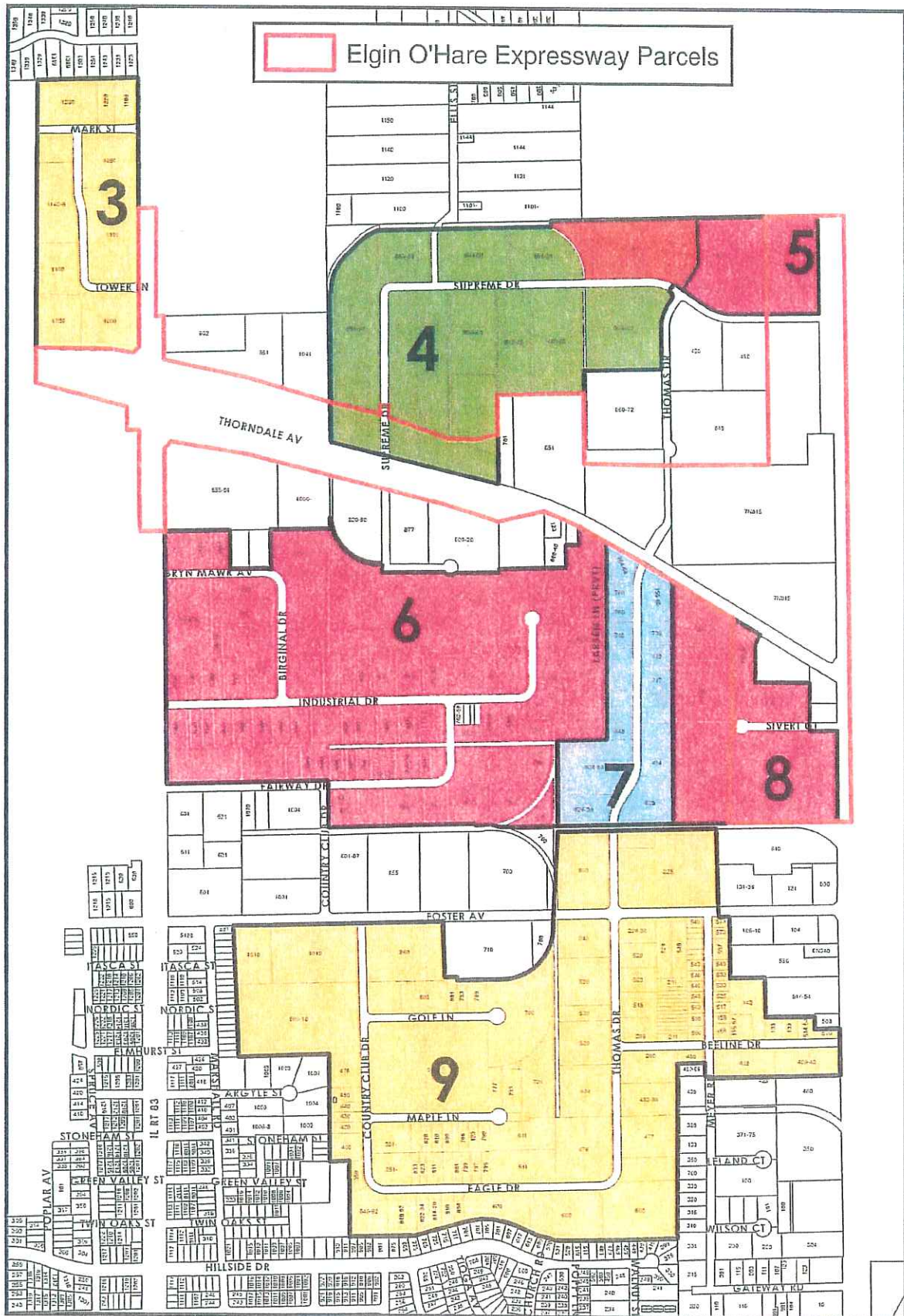
**ACTION REQUIRED:** Approval of Ordinance.





# Village of Bensenville

## North Industrial Park SSAs



## VILLAGE OF BENSENVILLE

**TYPE:** Ordinance **SUBMITTED BY:** Tim Sloth, Director of Finance **DATE:** September 13, 2011

**DESCRIPTION:** AN ORDINANCE providing for the issuance of a \$\_\_\_\_\_ Special Service Area Number Eight Unlimited Ad Valorem Tax Bond, Series 2011F, of the Village of Bensenville, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bond.

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

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

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

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**ASSIGNED COMMITTEE:** Administration Finance & Legislation

**DATE:** 9/13/2011

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### **BACKGROUND:**

On December 14, 2010 the Village established Special Service Areas 3 through 8 in the North Industrial District in order to provide certain services, namely, street reconstruction, street lighting conduit improvements and sanitary sewer improvements. This Ordinance authorizes and provides for the issuance of bonds specific to Special Service Area 8. The total not to exceed amount for this portion of the bond issuance is \$522,500.

In April 2011, the Village Board approved TIF #13. The TIF #13 Redevelopment Plan and Project provided for the funding of certain types of projects including a significant portion of the cost of the road, stormwater management and other related projects that are being undertaken within the seven (7) special service areas that have been approved by the Village. On July 19, 2011, the Village issued \$17,975,000 in Tax exempt General Obligation Bonds. The July issuance constitutes the "Village's" portion of funding for expenses for the North Industrial Park improvements. The \$522,500 bonds represent the "business owners" portion of funding for the North Industrial Park Improvements specific to SSA 8 which includes stormwater and channel improvements on Thorndale Avenue and Sivert Court.

The Bonds will constitute valid and legally binding obligations of the Village and are expected to be paid from SSA 8 property taxes levied each year until maturity of the bonds. I have included the preliminary Debt Service Schedules and the latest Preliminary Official Statement for the Board's review.

Kevin McKenna, from Speer Financial will be at the meeting to assist in fielding any questions in regards to this issuance.

**KEY ISSUES:** In that it is the Village's desire to move forward with the sale of these bonds to fund North Industrial Park SSA 8 improvements.

**ALTERNATIVES:**

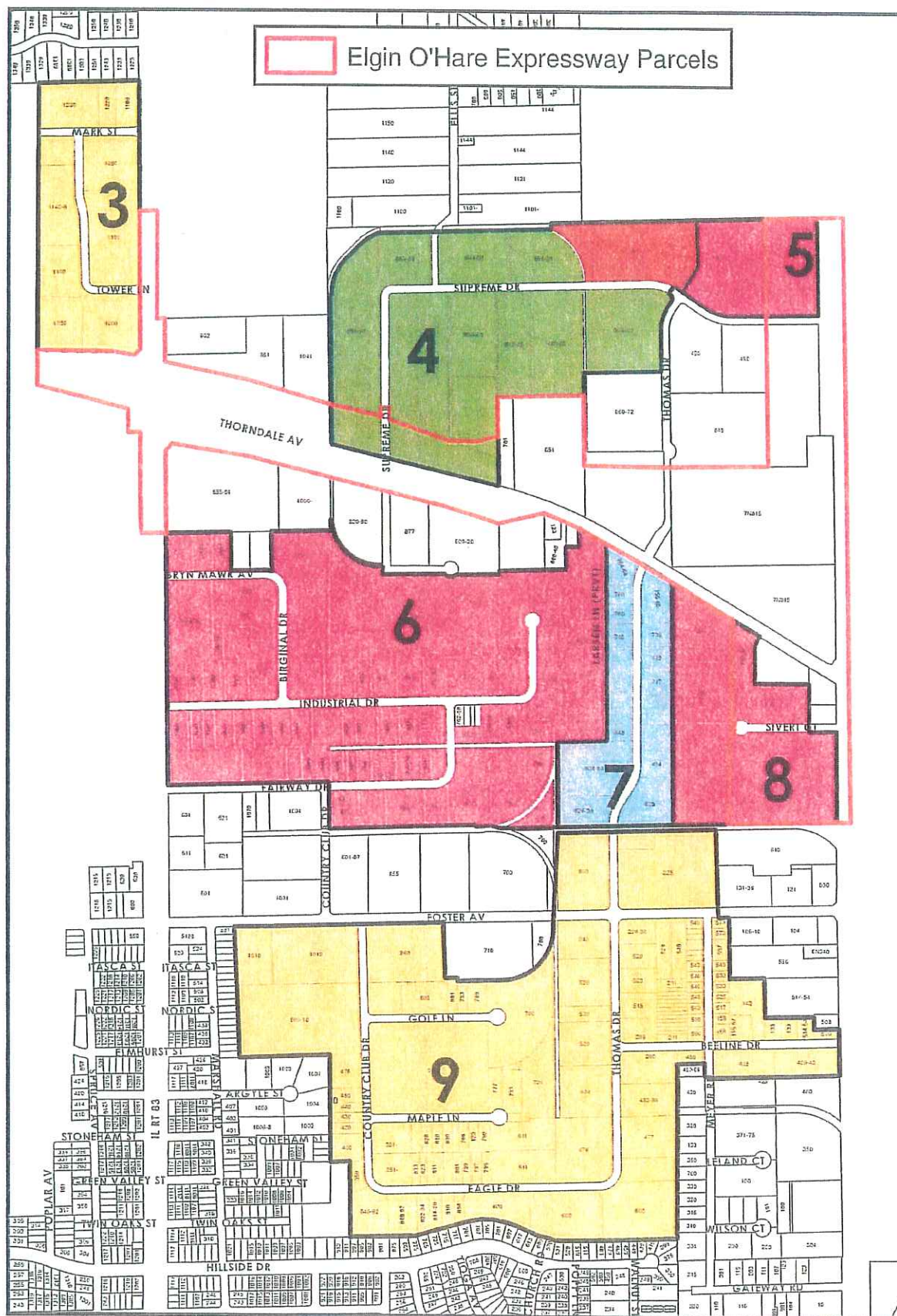
1. Approve the proposed Bond Ordinance
2. Discretion of the Board

**RECOMMENDATION:** Staff recommends approval of the Ordinance.

**BUDGET IMPACT:** No direct impact in that the principal and interest payments on the bonds are to be paid from the revenues derived from the SSA 8 taxes.

**ACTION REQUIRED:** Approval of Ordinance.







## VILLAGE OF BENSENVILLE

**TYPE:** Ordinance **SUBMITTED BY:** Tim Sloth, Director of Finance **DATE:** September 13, 2011

**DESCRIPTION:** AN ORDINANCE authorizing and providing for the issuance of \$\_\_\_\_\_ General Obligation Refunding Bonds (Alternate Revenue Source), Series 2011C, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of refunding certain previously issued bonds, prescribing all the details of said bonds and providing for the imposition of taxes to pay the same, and for the collection, segregation and distribution of certain Village revenues to pay said bonds.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

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

---

**ASSIGNED COMMITTEE:** Administration Finance & Legislation

**DATE:** 9/13/2011

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**BACKGROUND:**

The Series 2011C General Obligation Refunding Bonds (Alternate Revenue Source) are being issued to refund the outstanding Series 2001D bonds. By doing this advanced refunding the Village will replace outstanding debt service of \$1,796,211 with new debt service of \$1,677,011 for a savings estimate of approximately \$119,200 over the next 9 years.

The new interest rate on the Series 2011C bonds is 2.88% versus 4.97% average rate on the outstanding portion of the existing bonds. The bonds mature on 12/30/2020 the same date as the existing outstanding bonds were set to mature.

This is straight refunding meaning the Village will simply have reduced debt service costs going forward. We will not be taking the savings up front, earmarking the savings for other spending purposes, or extending the debt out a longer term.

The original bonds were issued for expenditures associated with the development in TIF #7, Irving and York including street and water / sewer improvements.

The Bonds will constitute valid and legally binding obligations of the Village. I have included the preliminary Debt Service Schedules and the latest Preliminary Official Statement for the Board's review.

Kevin McKenna, from Speer Financial will be at the meeting to assist in fielding any questions in regards to this issuance.

**Due to the file size, all of the Refunding Bond Ordinances are located on the "T" Drive in a folder named "Bond Ordinances 2011."**

**KEY ISSUES:** Refunding bonds to take advantage of the current interest rate environment.

**ALTERNATIVES:**

1. Approve the proposed Bond Ordinance
2. Discretion of the Board

**RECOMMENDATION:** Staff recommends approval of the Ordinance.

**BUDGET IMPACT:** Reduced debt service of approximately \$13,244 a year for 9 years.

**ACTION REQUIRED:** Approval of Ordinance.

## VILLAGE OF BENSENVILLE

**TYPE:** Ordinance **SUBMITTED BY:** Tim Sloth, Director of Finance **DATE:** September 13, 2011

**DESCRIPTION:** AN ORDINANCE authorizing and providing for the issuance of \$\_\_\_\_\_ General Obligation Refunding Bonds (Alternate Revenue Source), Series 2011D, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of refunding certain previously issued bonds, prescribing all the details of said bonds and providing for the imposition of taxes to pay the same, and for the collection, segregation and distribution of certain Village revenues to pay said bonds.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

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

---

**ASSIGNED COMMITTEE:** Administration Finance & Legislation

**DATE:** 9/13/2011

---

**BACKGROUND:**

The Series 2011D General Obligation Refunding Bonds (Alternate Revenue Source) are being issued to refund the outstanding Series 2001E bonds. By doing this advanced refunding the Village will replace outstanding debt service of \$2,208,710 with new debt service of \$2,062,382 for a savings estimate of approximately \$146,327 over the next 9 years.

The new interest rate on the Series 2011D bonds is 3.02% versus 5.03% average rate on the outstanding portion of the existing bonds. The bonds mature on 12/30/2020 the same date as the existing outstanding bonds were set to mature.

This is straight refunding meaning the Village will simply have reduced debt service costs going forward. We will not be taking the savings up front, earmarking the savings for other spending purposes, or extending the debt out a longer term.

The original bonds were issued for expenditures associated with the development in TIF #11, Grand & York including street and water / sewer improvements.

The Bonds will constitute valid and legally binding obligations of the Village. I have included the preliminary Debt Service Schedules and the latest Preliminary Official Statement for the Board's review.

Kevin McKenna, from Speer Financial will be at the meeting to assist in fielding any questions in regards to this issuance.

**KEY ISSUES:** Refunding bonds to take advantage of the current interest rate environment.

**ALTERNATIVES:**

1. Approve the proposed Bond Ordinance
2. Discretion of the Board

**RECOMMENDATION:** Staff recommends approval of the Ordinance.

**BUDGET IMPACT:** Reduced debt service of approximately \$16,258 a year for 9 years.

**ACTION REQUIRED:** Approval of Ordinance.

## Village of Bensenville, IL

Refunding General Obligation (ARS) Bonds, Series 2001D and 2001E

Dated: October 3, 2011

Assumes A+ Rating, Insured, NBQ

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## Village of Bensenville, IL

### Refunding of General Obligation (ARS) Bonds, Series 2001D

Dated: October 3, 2011

Assumes A1 Rating, Insured, BQ

## Debt Service Comparison

Date	Total P+I	Non-Refunded	Total	Old Net D/S	Savings
12/30/2011	-	46,023.75	46,023.75	46,023.75	-
12/30/2012	127,737.50	-	127,737.50	142,312.50	14,575.00
12/30/2013	200,100.00	-	200,100.00	213,900.00	13,800.00
12/30/2014	195,450.00	-	195,450.00	207,075.00	11,625.00
12/30/2015	185,800.00	-	185,800.00	200,025.00	14,225.00
12/30/2016	181,300.00	-	181,300.00	192,825.00	11,525.00
12/30/2017	171,800.00	-	171,800.00	185,475.00	13,675.00
12/30/2018	166,000.00	-	166,000.00	177,975.00	11,975.00
12/30/2019	205,200.00	-	205,200.00	220,400.00	15,200.00
12/30/2020	197,600.00	-	197,600.00	210,200.00	12,600.00
<b>Total</b>	<b>\$1,630,987.50</b>	<b>\$46,023.75</b>	<b>\$1,677,011.25</b>	<b>\$1,796,211.25</b>	<b>\$119,200.00</b>

### PV Analysis Summary (Net to Net)

Net FV Cashflow Savings	119,200.00
Gross PV Debt Service Savings	136,136.84
Net PV Cashflow Savings @ 3.040%(Bond Yield)	136,136.84
Transfers from Prior Issue Debt Service Fund	(33,656.25)
Contingency or Rounding Amount	126.70
Net Present Value Benefit	\$102,607.29
Net PV Benefit / \$1,375,000 Refunded Principal	7.462%
Average Annual Cash Flow Savings	11,920.00

### Refunding Bond Information

Refunding Dated Date	10/03/2011
Refunding Delivery Date	10/03/2011

## Village of Bensenville, IL

Refunding of General Obligation (ARS) Bonds, Series 2001D

Dated: October 3, 2011

Assumes A1 Rating, Insured, BQ

## Sources & Uses

Dated 10/03/2011 | Delivered 10/03/2011

### SOURCES OF FUNDS

Par Amount of Bonds	\$1,350,000.00
Reoffering Premium	61,029.40
Transfers from Prior Issue Debt Service Funds	33,656.25

<b>TOTAL SOURCES</b>	<b>\$1,444,685.65</b>
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### USES OF FUNDS

Deposit to Net Cash Escrow Fund	1,408,588.52
Costs of Issuance	27,000.00
Gross Bond Insurance Premium ( 55.0 bp)	8,970.43
Rounding Amount	126.70

<b>TOTAL USES</b>	<b>\$1,444,685.65</b>
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## Village of Bensenville, IL

### Refunding of General Obligation (ARS) Bonds, Series 2001D

Dated: October 3, 2011

Assumes A1 Rating, Insured, BQ

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/03/2011	-	-	-	-	-
06/30/2012	-	-	34,487.50	34,487.50	-
12/30/2012	70,000.00	2.000%	23,250.00	93,250.00	127,737.50
06/30/2013	-	-	22,550.00	22,550.00	-
12/30/2013	155,000.00	3.000%	22,550.00	177,550.00	200,100.00
06/30/2014	-	-	20,225.00	20,225.00	-
12/30/2014	155,000.00	3.000%	20,225.00	175,225.00	195,450.00
06/30/2015	-	-	17,900.00	17,900.00	-
12/30/2015	150,000.00	3.000%	17,900.00	167,900.00	185,800.00
06/30/2016	-	-	15,650.00	15,650.00	-
12/30/2016	150,000.00	3.000%	15,650.00	165,650.00	181,300.00
06/30/2017	-	-	13,400.00	13,400.00	-
12/30/2017	145,000.00	4.000%	13,400.00	158,400.00	171,800.00
06/30/2018	-	-	10,500.00	10,500.00	-
12/30/2018	145,000.00	4.000%	10,500.00	155,500.00	166,000.00
06/30/2019	-	-	7,600.00	7,600.00	-
12/30/2019	190,000.00	4.000%	7,600.00	197,600.00	205,200.00
06/30/2020	-	-	3,800.00	3,800.00	-
12/30/2020	190,000.00	4.000%	3,800.00	193,800.00	197,600.00
<b>Total</b>	<b>\$1,350,000.00</b>	<b>-</b>	<b>\$280,987.50</b>	<b>\$1,630,987.50</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$7,636.25
Average Life	5.656 Years
Average Coupon	3.6796530%
Net Interest Cost (NIC)	2.8804466%
True Interest Cost (TIC)	2.7833913%
Bond Yield for Arbitrage Purposes	3.0395053%
All Inclusive Cost (AIC)	3.2942061%

### IRS Form 8038

Net Interest Cost	2.7455601%
Weighted Average Maturity	5.678 Years



## Village of Bensenville, IL

### Refunding of General Obligation (ARS) Bonds, Series 2001D

Dated: October 3, 2011

Assumes A1 Rating, Insured, BQ

## Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
12/30/2012	Serial Coupon	2.000%	1.200%	70,000.00	100.982%	70,687.40
12/30/2013	Serial Coupon	3.000%	1.490%	155,000.00	103.315%	160,138.25
12/30/2014	Serial Coupon	3.000%	1.670%	155,000.00	104.178%	161,475.90
12/30/2015	Serial Coupon	3.000%	2.000%	150,000.00	104.045%	156,067.50
12/30/2016	Serial Coupon	3.000%	2.350%	150,000.00	103.185%	154,777.50
12/30/2017	Serial Coupon	4.000%	2.740%	145,000.00	107.180%	155,411.00
12/30/2018	Serial Coupon	4.000%	3.050%	145,000.00	106.127%	153,884.15
12/30/2019	Serial Coupon	4.000%	3.260%	190,000.00	105.306%	200,081.40
12/30/2020	Serial Coupon	4.000%	3.430%	190,000.00	104.477%	198,506.30
<b>Total</b>	-	-	-	<b>\$1,350,000.00</b>	-	<b>\$1,411,029.40</b>

### Bid Information

Par Amount of Bonds	\$1,350,000.00
Reoffering Premium or (Discount)	61,029.40
Gross Production	\$1,411,029.40
 Bid (104.521%)	 1,411,029.40
 Total Purchase Price	 \$1,411,029.40
 Bond Year Dollars	 \$7,636.25
Average Life	5.656 Years
Average Coupon	3.6796530%
 Net Interest Cost (NIC)	 2.8804466%
True Interest Cost (TIC)	2.7833913%

## Village of Bensenville, IL

Refunding of General Obligation (ARS) Bonds, Series 2001D

Dated: October 3, 2011

Assumes A1 Rating, Insured, BQ

## Escrow Fund Cashflow

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
10/03/2011	-	-	-	0.52	-	0.52
12/30/2011	1,408,588.00	0.020%	67.73	1,408,655.73	1,408,656.25	-
<b>Total</b>	<b>\$1,408,588.00</b>	<b>-</b>	<b>\$67.73</b>	<b>\$1,408,656.25</b>	<b>\$1,408,656.25</b>	<b>-</b>

### Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield
Cash Deposit	0.52
Cost of Investments Purchased with Bond Proceeds	1,408,588.00
Total Cost of Investments	\$1,408,588.52
Target Cost of Investments at bond yield	\$1,398,424.19
Actual positive or (negative) arbitrage	(10,164.33)
Yield to Receipt	0.0198972%
Yield for Arbitrage Purposes	3.0395053%
State and Local Government Series (SLGS) rates for	8/10/2011

## Village of Bensenville, IL

Refunding of General Obligation (ARS) Bonds, Series 2001D

Dated: October 3, 2011

Assumes A1 Rating, Insured, BQ

## Escrow Summary Cost

Maturity	Type	Coupon	Yield	\$ Price	Par Amount	Principal Cost	+Accrued Interest	= Total Cost
<b>Escrow</b>								
12/30/2011	SLGS-CI	0.020%	0.020%	100.000000%	1,408,588	1,408,588.00	-	1,408,588.00
<b>Subtotal</b>		-	-	-	<b>\$1,408,588</b>	<b>\$1,408,588.00</b>	-	<b>\$1,408,588.00</b>
<b>Total</b>		-	-	-	<b>\$1,408,588</b>	<b>\$1,408,588.00</b>	-	<b>\$1,408,588.00</b>

### Escrow

Cash Deposit	0.52
Cost of Investments Purchased with Bond Proceeds	1,408,588.00
Total Cost of Investments	\$1,408,588.52

Delivery Date	10/03/2011
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## Village of Bensenville, IL

Refunding of General Obligation (ARS) Bonds, Series 2001D

Dated: October 3, 2011

Assumes A1 Rating, Insured, BQ

## Primary Purpose Fund Proof Of Yield @ 0.0198972%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
10/03/2011	-	1.0000000x	-	-
12/30/2011	1,408,655.73	0.9999519x	1,408,588.00	1,408,588.00
<b>Total</b>	<b>\$1,408,655.73</b>	<b>-</b>	<b>\$1,408,588.00</b>	<b>-</b>

### Composition Of Initial Deposit

Cost of Investments Purchased with Bond Proceeds	1,408,588.00
Adjusted Cost of Investments	1,408,588.00

## Village of Bensenville, IL

General Obligation (ARS) Bonds, Series 2001D

Dated: December 1, 2001

Callable: December 30, 2011 @ 100 (AD)

## Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
12/30/2011	1,375,000.00	33,656.25	1,408,656.25	-	4.550%	33,656.25	33,656.25
06/30/2012	-	-	-	-	-	33,656.25	33,656.25
12/30/2012	-	-	-	75,000.00	4.550%	33,656.25	108,656.25
06/30/2013	-	-	-	-	-	31,950.00	31,950.00
12/30/2013	-	-	-	150,000.00	4.550%	31,950.00	181,950.00
06/30/2014	-	-	-	-	-	28,537.50	28,537.50
12/30/2014	-	-	-	150,000.00	4.700%	28,537.50	178,537.50
06/30/2015	-	-	-	-	-	25,012.50	25,012.50
12/30/2015	-	-	-	150,000.00	4.800%	25,012.50	175,012.50
06/30/2016	-	-	-	-	-	21,412.50	21,412.50
12/30/2016	-	-	-	150,000.00	4.900%	21,412.50	171,412.50
06/30/2017	-	-	-	-	-	17,737.50	17,737.50
12/30/2017	-	-	-	150,000.00	5.000%	17,737.50	167,737.50
06/30/2018	-	-	-	-	-	13,987.50	13,987.50
12/30/2018	-	-	-	150,000.00	5.050%	13,987.50	163,987.50
06/30/2019	-	-	-	-	-	10,200.00	10,200.00
12/30/2019	-	-	-	200,000.00	5.100%	10,200.00	210,200.00
06/30/2020	-	-	-	-	-	5,100.00	5,100.00
12/30/2020	-	-	-	200,000.00	5.100%	5,100.00	205,100.00
<b>Total</b>	<b>\$1,375,000.00</b>	<b>\$33,656.25</b>	<b>\$1,408,656.25</b>	<b>\$1,375,000.00</b>	<b>-</b>	<b>\$408,843.75</b>	<b>\$1,783,843.75</b>

### Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	10/03/2011
Average Life	5.714 Years
Average Coupon	4.9820562%
Weighted Average Maturity (Par Basis)	5.714 Years

### Refunding Bond Information

Refunding Dated Date	10/03/2011
Refunding Delivery Date	10/03/2011

## Village of Bensenville, IL

Refunding of General Obligation (ARS) Bonds, Series 2001E

Dated: October 3, 2011

Assumes A1 Rating, Insured, BQ

## Debt Service Comparison

Date	Total P+I	Non-Refunded	Total	Old Net D/S	Savings
12/30/2011	-	71,645.00	71,645.00	71,645.00	-
12/30/2012	155,837.08	-	155,837.08	170,285.00	14,447.92
12/30/2013	160,350.00	-	160,350.00	176,055.00	15,705.00
12/30/2014	167,200.00	-	167,200.00	181,355.00	14,155.00
12/30/2015	173,750.00	-	173,750.00	191,185.00	17,435.00
12/30/2016	185,000.00	-	185,000.00	200,185.00	15,185.00
12/30/2017	185,800.00	-	185,800.00	203,325.00	17,525.00
12/30/2018	180,000.00	-	180,000.00	195,825.00	15,825.00
12/30/2019	169,200.00	-	169,200.00	188,250.00	19,050.00
12/30/2020	613,600.00	-	613,600.00	630,600.00	17,000.00
<b>Total</b>	<b>\$1,990,737.08</b>	<b>\$71,645.00</b>	<b>\$2,062,382.08</b>	<b>\$2,208,710.00</b>	<b>\$146,327.92</b>

### PV Analysis Summary (Net to Net)

Net FV Cashflow Savings	146,327.92
Gross PV Debt Service Savings	165,245.64
Net PV Cashflow Savings @ 3.040%(Bond Yield)	165,245.64
Transfers from Prior Issue Debt Service Fund	(40,142.50)
Contingency or Rounding Amount	4,103.78
Net Present Value Benefit	\$129,206.92
Net PV Benefit / \$1,615,000 Refunded Principal	8.000%
Average Annual Cash Flow Savings	14,632.79

### Refunding Bond Information

Refunding Dated Date	10/03/2011
Refunding Delivery Date	10/03/2011



## Village of Bensenville, IL

Refunding of General Obligation (ARS) Bonds, Series 2001E

Dated: October 3, 2011

Assumes A1 Rating, Insured, BQ

## Sources & Uses

Dated 10/03/2011 | Delivered 10/03/2011

### SOURCES OF FUNDS

Par Amount of Bonds	\$1,590,000.00
Reoffering Premium	71,773.25
Transfers from Prior Issue Debt Service Funds	40,142.50

<b>TOTAL SOURCES</b>	<b>\$1,701,915.75</b>
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### USES OF FUNDS

Deposit to Net Cash Escrow Fund	1,655,062.92
Costs of Issuance	31,800.00
Gross Bond Insurance Premium ( 55.0 bp)	10,949.05
Rounding Amount	4,103.78

<b>TOTAL USES</b>	<b>\$1,701,915.75</b>
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## Village of Bensenville, IL

Refunding of General Obligation (ARS) Bonds, Series 2001E

Dated: October 3, 2011

Assumes A1 Rating, Insured, BQ

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/03/2011	-	-	-	-	-
06/30/2012	-	-	42,312.08	42,312.08	-
12/30/2012	85,000.00	2.000%	28,525.00	113,525.00	155,837.08
06/30/2013	-	-	27,675.00	27,675.00	-
12/30/2013	105,000.00	3.000%	27,675.00	132,675.00	160,350.00
06/30/2014	-	-	26,100.00	26,100.00	-
12/30/2014	115,000.00	3.000%	26,100.00	141,100.00	167,200.00
06/30/2015	-	-	24,375.00	24,375.00	-
12/30/2015	125,000.00	3.000%	24,375.00	149,375.00	173,750.00
06/30/2016	-	-	22,500.00	22,500.00	-
12/30/2016	140,000.00	3.000%	22,500.00	162,500.00	185,000.00
06/30/2017	-	-	20,400.00	20,400.00	-
12/30/2017	145,000.00	4.000%	20,400.00	165,400.00	185,800.00
06/30/2018	-	-	17,500.00	17,500.00	-
12/30/2018	145,000.00	4.000%	17,500.00	162,500.00	180,000.00
06/30/2019	-	-	14,600.00	14,600.00	-
12/30/2019	140,000.00	4.000%	14,600.00	154,600.00	169,200.00
06/30/2020	-	-	11,800.00	11,800.00	-
12/30/2020	590,000.00	4.000%	11,800.00	601,800.00	613,600.00
<b>Total</b>	<b>\$1,590,000.00</b>	<b>-</b>	<b>\$400,737.08</b>	<b>\$1,990,737.08</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$10,539.25
Average Life	6.628 Years
Average Coupon	3.8023301%
Net Interest Cost (NIC)	3.1213211%
True Interest Cost (TIC)	3.0216121%
Bond Yield for Arbitrage Purposes	3.0395053%
All Inclusive Cost (AIC)	3.4716739%

### IRS Form 8038

Net Interest Cost	2.9788985%
Weighted Average Maturity	6.645 Years

## Village of Bensenville, IL

### Refunding of General Obligation (ARS) Bonds, Series 2001E

Dated: October 3, 2011

Assumes A1 Rating, Insured, BQ

## Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
12/30/2012	Serial Coupon	2.000%	1.200%	85,000.00	100.982%	85,834.70
12/30/2013	Serial Coupon	3.000%	1.490%	105,000.00	103.315%	108,480.75
12/30/2014	Serial Coupon	3.000%	1.670%	115,000.00	104.178%	119,804.70
12/30/2015	Serial Coupon	3.000%	2.000%	125,000.00	104.045%	130,056.25
12/30/2016	Serial Coupon	3.000%	2.350%	140,000.00	103.185%	144,459.00
12/30/2017	Serial Coupon	4.000%	2.740%	145,000.00	107.180%	155,411.00
12/30/2018	Serial Coupon	4.000%	3.050%	145,000.00	106.127%	153,884.15
12/30/2019	Serial Coupon	4.000%	3.260%	140,000.00	105.306%	147,428.40
12/30/2020	Serial Coupon	4.000%	3.430%	590,000.00	104.477%	616,414.30
<b>Total</b>	-	-	-	<b>\$1,590,000.00</b>	-	<b>\$1,661,773.25</b>

### Bid Information

Par Amount of Bonds	\$1,590,000.00
Reoffering Premium or (Discount)	71,773.25
Gross Production	\$1,661,773.25
 Bid (104.514%)	 1,661,773.25
 Total Purchase Price	 \$1,661,773.25
 Bond Year Dollars	 \$10,539.25
Average Life	6.628 Years
Average Coupon	3.8023301%
 Net Interest Cost (NIC)	 3.1213211%
True Interest Cost (TIC)	3.0216121%



## Village of Bensenville, IL

Refunding of General Obligation (ARS) Bonds, Series 2001E

Dated: October 3, 2011

Assumes A1 Rating, Insured, BQ

## Escrow Fund Cashflow

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
10/03/2011	-	-	-	0.92	-	0.92
12/30/2011	1,655,062.00	0.020%	79.58	1,655,141.58	1,655,142.50	-
<b>Total</b>	<b>\$1,655,062.00</b>	<b>-</b>	<b>\$79.58</b>	<b>\$1,655,142.50</b>	<b>\$1,655,142.50</b>	<b>-</b>

### Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield
Cash Deposit	0.92
Cost of Investments Purchased with Bond Proceeds	1,655,062.00
Total Cost of Investments	\$1,655,062.92
Target Cost of Investments at bond yield	\$1,643,120.03
Actual positive or (negative) arbitrage	(11,942.89)
Yield to Receipt	0.0198968%
Yield for Arbitrage Purposes	3.0395053%
State and Local Government Series (SLGS) rates for	8/10/2011

## Village of Bensenville, IL

Refunding of General Obligation (ARS) Bonds, Series 2001E

Dated: October 3, 2011

Assumes A1 Rating, Insured, BQ

## Escrow Summary Cost

Maturity	Type	Coupon	Yield	\$ Price	Par Amount	Principal Cost	+Accrued Interest	= Total Cost
<b>Escrow</b>								
12/30/2011	SLGS-CI	0.020%	0.020%	100.000000%	1,655,062	1,655,062.00	-	1,655,062.00
<b>Subtotal</b>		-	-	-	<b>\$1,655,062</b>	<b>\$1,655,062.00</b>	-	<b>\$1,655,062.00</b>
<b>Total</b>		-	-	-	<b>\$1,655,062</b>	<b>\$1,655,062.00</b>	-	<b>\$1,655,062.00</b>

### Escrow

Cash Deposit	0.92
Cost of Investments Purchased with Bond Proceeds	1,655,062.00
Total Cost of Investments	\$1,655,062.92

Delivery Date	10/03/2011
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## Village of Bensenville, IL

Refunding of General Obligation (ARS) Bonds, Series 2001E

Dated: October 3, 2011

Assumes A1 Rating, Insured, BQ

## Primary Purpose Fund Proof Of Yield @ 0.0198968%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
10/03/2011	-	1.0000000x	-	-
12/30/2011	1,655,141.58	0.9999519x	1,655,062.00	1,655,062.00
<b>Total</b>	<b>\$1,655,141.58</b>	<b>-</b>	<b>\$1,655,062.00</b>	<b>-</b>

### Composition Of Initial Deposit

Cost of Investments Purchased with Bond Proceeds	1,655,062.00
Adjusted Cost of Investments	1,655,062.00



## Village of Bensenville, IL

General Obligation (ARS) Bonds, Series 2001E

Dated: December 1, 2001

Callable: December 30, 2011 @ 100 (AD)

## Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
12/30/2011	1,615,000.00	40,142.50	1,655,142.50	-	4.700%	40,142.50	40,142.50
06/30/2012	-	-	-	-	-	40,142.50	40,142.50
12/30/2012	-	-	-	90,000.00	4.700%	40,142.50	130,142.50
06/30/2013	-	-	-	-	-	38,027.50	38,027.50
12/30/2013	-	-	-	100,000.00	4.700%	38,027.50	138,027.50
06/30/2014	-	-	-	-	-	35,677.50	35,677.50
12/30/2014	-	-	-	110,000.00	4.700%	35,677.50	145,677.50
06/30/2015	-	-	-	-	-	33,092.50	33,092.50
12/30/2015	-	-	-	125,000.00	4.800%	33,092.50	158,092.50
06/30/2016	-	-	-	-	-	30,092.50	30,092.50
12/30/2016	-	-	-	140,000.00	4.900%	30,092.50	170,092.50
06/30/2017	-	-	-	-	-	26,662.50	26,662.50
12/30/2017	-	-	-	150,000.00	5.000%	26,662.50	176,662.50
06/30/2018	-	-	-	-	-	22,912.50	22,912.50
12/30/2018	-	-	-	150,000.00	5.050%	22,912.50	172,912.50
06/30/2019	-	-	-	-	-	19,125.00	19,125.00
12/30/2019	-	-	-	150,000.00	5.100%	19,125.00	169,125.00
06/30/2020	-	-	-	-	-	15,300.00	15,300.00
12/30/2020	-	-	-	600,000.00	5.100%	15,300.00	615,300.00
<b>Total</b>	<b>\$1,615,000.00</b>	<b>\$40,142.50</b>	<b>\$1,655,142.50</b>	<b>\$1,615,000.00</b>	<b>-</b>	<b>\$562,207.50</b>	<b>\$2,177,207.50</b>

### Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	10/03/2011
Average Life	6.663 Years
Average Coupon	5.0320867%
Weighted Average Maturity (Par Basis)	6.663 Years

### Refunding Bond Information

Refunding Dated Date	10/03/2011
Refunding Delivery Date	10/03/2011

**TYPE:** Ordinance **SUBMITTED BY:** Village Clerks Office **DATE:** September 13, 2011

**DESCRIPTION:** Ordinance Amending The Bensenville Village Code Title 3 – Chapter 3 – Section 5 – Class F - Liquor Regulations

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:** **3 – 2 vote at Public Safety Committee** **DATE:** **September 13, 2011**  
**on July 19, 2011**

**BACKGROUND:**

This item appeared before the Public Safety Committee on July 19, 2011 with a 3 – 2 vote for recommendation of approval to the Village Board. Addison Fresh Market, Inc. DBA Jimenez Express & Bakery applied for a liquor license on June 17, 2011. Jimenez Express & Bakery is seeking a class F liquor license to sell beer and wine. Jimenez was previously located at 37 S. York Road and held a class F license. On December 31, 2010, their license expired and was issued to Walgreen located at 5 W. Irving Park Road. Jimenez held the license from July 1999 until December 2010. Fingerprints are currently pending with the State of Illinois.

**KEY ISSUES:**

The current Village Code allows four (5) class F licenses to be issued and outstanding at one time. All five (5) licenses are currently in use.

**ALTERNATIVES:**

Deny the proposed ordinance allowing six class F liquor licenses.

**RECOMMENDATION:**

Staff recommends the approval of an ordinance amending the Bensenville Village Code Title 3 – Chapter 3 – Section 5 – Class F - Liquor Regulations. This will increase the number of class F licenses to allow six (6) to be issued and outstanding at one time.

**BUDGET IMPACT:**

Additional revenue of \$1,950.00 annually.

**ACTION REQUIRED:**

Motion to approve the adoption of an ordinance amending the Bensenville Village Code Title 3 – Chapter 3 – Section 5 – Class F - Liquor Regulations.

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

**AN ORDINANCE AMENDING THE BENSENVILLE VILLAGE CODE  
TITLE 3 – CHAPTER 3 – SECTION 5 – CLASS F - LIQUOR REGULATIONS**

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

**SECTION ONE:** That Section 3-3-5 of the Bensenville Village Code, entitled “License classification; fees; number” is hereby amended by the addition of one (1) class F license and the following language shall be inserted in lieu thereof:

“F. Class F:

3. There shall be no more than six (6) class F licenses issued and outstanding at any one time.”

**SECTION TWO:** All resolutions and ordinances in conflict herewith are repealed to the extent of said conflict.

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

**PASSED AND APPROVED** by the President and Board of Trustees at the Village of Bensenville this 13th day of September, 2011.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Corey Williamsen  
Acting Village Clerk

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

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

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





# Village of Bensenville Police Department

100 N. Church Road  
Bensenville, IL. 60106  
Ph (630) 350-3455 Fax (630) 350-0855

## Liquor License Memorandum 2011-3

Date: 9-7-11  
To: Frank Soto, Village President  
From: Frank Kosman, Chief of Police  
Subject: Liquor License for Carnicerias Jimenez

Until this last year, Jose Jimenez and Guadalupe Jimenez, were the owners and officers of Lujo Jimenez, Inc., the corporation that held a liquor license for Jimenez produce for at least 10 years before the store closed. During that time, neither was involved in any criminal behavior at the grocery store. On this date, I performed a criminal history check on both of the subjects through the Thomson Reuters Clear database. No negative records were found for either subject.

Carnicerias Jimenez has been operating at 469 W. Irving Park Road since the beginning of this year. I performed a record check at the location. The department has not had any incidents at the location.

Based on the above information, I recommend that the liquor license be approved for the establishment pending the results of the fingerprint criminal history check. If the check is positive, I will advise you of the results for further consideration.