



**BENSENVILLE**  
VILLAGE CLERK'S OFFICE

12 South Center Street  
Bensenville, IL 60106

Office: 630.350.3404  
Fax: 630.350.3438  
[www.bensenville.il.us](http://www.bensenville.il.us)

**VILLAGE BOARD**

March 7, 2019

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Frank DeSimone

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**Village Manager**  
Evan K. Summers

*Via electronic mail*  
Ms. Gina Mellenthin  
[Ginawpca@gmail.com](mailto:Ginawpca@gmail.com)

Re: Freedom of Information Act request

Dear Ms. Mellenthin:

Thank you for writing to the Village of Bensenville ("Village") with your request for information pursuant to the Freedom of Information Act (FOIA), 5 ILCS 140/1 *et seq.* Your FOIA request, which the Village received on February 22, 2019, and properly extended in written correspondence on March 1, 2019, seeks copies of any and all e-mails or texts from Evan Summers to Jim Brill or Kelly Novello or Marianne Faraone from January 2018 to February 2019.

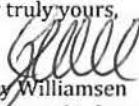
Your FOIA request is hereby granted in part and denied in part as follows. The attached record is being provided to you at no charge. Home addresses, personal e-mail addresses, and other unique identifiers have been withheld as private information that is exempt from disclosure under section 7(1)(b) of FOIA. Notes reflecting a Village official's formulation of policy have been withheld as exempt from disclosure under section 7(1)(f) of FOIA, which exempts from inspection and copying "[p]reliminary drafts, notes, recommendations, memoranda and other records in which opinions are expressed, or policies or actions are formulated, except that a specific record or relevant portion of a record shall not be exempt when the record is publicly cited and identified by the head of the public body." The notes in question have not been publicly cited and identified by the Village President.

Finally, certain water main maps have been withheld as exempt from disclosure under section 7(1)(k) of FOIA, which exempts from inspection and copying "[a]rchitects' plans, engineers' technical submissions, and other construction related technical documents for projects not constructed or developed in whole or in part with public funds and the same for projects constructed or developed with public funds, including but not limited to power generating and distribution stations and other transmission and distribution facilities, water treatment facilities, airport facilities, sport stadiums, convention centers, and all government owned, operated, or occupied buildings, but only to the extent that disclosure would compromise security."

You have the right to have this matter reviewed by the Public Access Counselor (PAC) at the Office of the Illinois Attorney General. 5 ILCS 140/3.6(a)(vii). You may file your Request for Review with the PAC by writing to:

Ms. Sarah Pratt  
Public Access Counselor  
Office of the Attorney General  
500 South 2nd Street  
Springfield, Illinois 62706  
Fax: 217-782-1396  
E-mail: [publicaccess@atg.state.il.us](mailto:publicaccess@atg.state.il.us)

You also have the right to seek judicial review by filing a lawsuit in the State circuit court. 5 ILCS 140/11.

Very truly yours,  
  
Corey Williamsen  
Freedom of Information Officer  
Village of Bensenville

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**From:** Evan Summers  
**Sent:** Friday, August 3, 2018 2:34 PM  
**To:** mywhitepines@gmail.com  
**Cc:** Frank DeSimone (FDeSimone@bensenville.il.us)  
**Subject:** RE: Questions?  
**Attachments:** 2018.06.00 White Pines Watermain Breaks Cost Breakdown.pdf

1. The Village will own this system. It was the ownership of the existing system was always in question.
2. The net income for entire unincorporated water system is less than \$40,000/year. Proceeds go to the Village's water/sewer enterprise fund.
3. I've attached the breakdown for the watermain breaks over Father's day.

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**From:** Mary Ribando  
**Sent:** Friday, August 3, 2018 2:17 PM  
**To:** Evan Summers <ESummers@bensenville.il.us>  
**Subject:** FW: Questions?

**Regards,**

*Mary Ribando*

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**From:** White Pines Community Alliance <[mywhitepines@gmail.com](mailto:mywhitepines@gmail.com)>  
**Sent:** Friday, August 03, 2018 10:46 AM  
**To:** Village President <[VPresident@bensenville.il.us](mailto:VPresident@bensenville.il.us)>; [sppd757@yahoo.com](mailto:sppd757@yahoo.com)  
**Subject:** FW: Questions?

Recent emails

Thank you,

**Your White Pines Community Alliance**

Chris Balog, Jim Brill, Marianne Faraone, Kelly Novello and Mark Shawaluk

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**From:** [Deb Maggio](mailto:Deb.Maggio)  
**Sent:** Friday, August 3, 2018 9:23 AM  
**To:** [White Pines Community Alliance](mailto:White.Pines.Community.Alliance)  
**Subject:** Re: Questions?

Just a silly question If the village of Bensenville owns the water rights in the white pines subdivision and the revenue is approximately 300k yrly(what have they done with all that income?) Why are we responsible for replacing? Also we did have some breaks around fathers day the cost for fixing was exaggerated . Prior to those breaks and after the breaks there have been none. We may not see any breaks for a long time. If Bensenville wants the water rights they need to own it.

Thanks, Deb

On Thu, Aug 2, 2018 at 1:25 PM, White Pines Community Alliance <[mywhitepines@gmail.com](mailto:mywhitepines@gmail.com)> wrote:

Dear Residents,

We have been getting swamped with questions regarding the water issue and have been diligently looking for answers. In order to have some organization to the topics, we will try and group the questions together as to relevancy to each other.

Today's questions:

*"If I choose not to annex but want to sell my home three to five years from now will the purchasers be able to annex?"* For this one we had to go to the village for an answer. We were told that the purchaser will be able to annex as long as they go through the proper process and complete the required legal documentation. It is not automatic!

*"If I want to sell my house in White Pines do I have to disclose to a potential purchaser that the village wants residents to annex homes or require a 275% surcharge on water?"* While we are not giving legal advice here and think it best that you contact a real estate attorney when and if you consider selling, from what we have been able to determine any publicly available information need not be disclosed to a purchaser. The purchaser does have an obligation to do their own due diligence. The issue of annexation is clearly public information with it being published on various websites and in several newspapers; additionally the presence of signs in the neighborhood is probably a good indication. Likewise, water rates for both incorporated and unincorporated homeowners are published regularly by the Village.

*"What if a potential purchaser asks what my water bills are?"* While you are probably not obligated to tell the purchaser what your bill is, why hide it? A potential purchaser's agent or attorney should be astute enough to know and inform the buyer that utility bills are very subjective and depend almost entirely on the individual use of the residents within the home.

The State of Illinois does require home sellers to disclose certain information under the RESIDENTIAL REAL PROPERTY DISCLOSURE ACT ARTICLE 2: DISCLOSURES 765 ILCS 77/5 et seq. A complete list and form can be found at <http://mlstown.com/chicago/wp-content/uploads/2013/07/Illinois-Disclosures-Packet.pdf>

More questions and answers to come.

Thank you,

Your **White Pines Community Alliance**

Chris Balog, Jim Brill, Marianne Faraone, Kelly Novello and Mark Shawaluk



White Pines Cluster Watermain Break Cost Breakdown

Date	Location	Type	OCS(Material & Restorations					
			Labor	Materials/Stock	Equipment	Outside Vendors	Labor)	TBD/Estimated Cost
6/13/2018	Briar & 3rd	Boil Order Sample	\$ 103.78	\$ 12.00	\$ 25.74			
6/13/2018	Briar & 3rd	Repair Water Main	\$ 1,275.00	\$ 428.00	\$ 698.00			
6/13/2018	Briar & 3rd	Repair Water Main	\$ 1,808.00		\$ 1,189.00			
TBD		Restorations					\$ 300.00	*
6/14/2018	Briar Lane	Boil Order Sample	\$ 104.00	\$ 12.00	\$ 26.00			
6/14/2018	4N420 Briar	Repair Water Main	\$ 1,381.00	\$ 227.00	\$ 1,381.00			
6/14/2018	4N542 Briar	Repair Water Main	\$ 1,614.00	\$ 563.00	\$ 563.00			
6/14/2018	4N524 Briar	Repair Water Main	\$ 1,381.00	\$ 76.00	\$ 563.00			
TBD		Restorations					\$ 1,200.00	*
6/15/2018	Briar Lane	Repair Water Main	\$ 3,423.00	\$ 1,130.00	\$ 2,142.00			
6/15/2018	Briar Lane	Repair Water Main	\$ 1,127.00	\$ 1,110.00	\$ 382.00			
TBD		Restorations					\$ 600.00	*
TBD		Pavement Repairs					\$ 500.00	*
6/19/2018	4N556 Briar	New Service Install	\$ 1,241.00	\$ 109.00	\$ 774.00			
6/19/2018	750 3rd Ave	New Service Install	\$ 1,293.00	\$ 109.00	\$ 799.00			
TBD		Restorations						
TBD		Stamped Concrete Restoration (resident wants just concrete)						
TBD		Stone parking lot restoration for the car port to the shed						
TBD		Concrete Apron					\$ 5,000.00	*
6-13/6-14	4N556 Briar					Vian Construction	\$ 9,112.00	
6/14/2018	Briar & Third					ATS Leak Detect	\$ 2,642.75	
						Six Underground	\$ 4,000.00	
						Ziebell Water Service	\$ 5,481.17	
						Ziebell Water Service	\$ 1,097.00	
						Great Lakes/KIEFT	\$ 601.04	
						Great Lakes/KIEFT	\$ 242.02	
						Thompson Rental	\$ 395.00	
						Maher Lumber	\$ 417.84	
						Warnimont Hardware	\$ 36.24	
<b>SUBTOTAL</b>			<b>\$ 14,750.78</b>	<b>\$ 3,776.00</b>	<b>\$ 8,542.74</b>		<b>\$ 24,025.06</b>	<b>\$ 7,600.00</b>
<b>TOTAL</b>							<b>\$ 58,694.58</b>	

OCS=Other Contractual Services

<\$10000\* Future/Estimated restoration costs (with labor and materials)

# Work Order Detail

ID	Description
1058	WATER MAIN BREAK BRIAR/3 RD AVE

Basic Information		Costs	
<b>Owner</b>	MAXWELL GEIB	<b>Labor</b>	\$3,186.70
<b>Status</b>	In Progress	<b>Equipment</b>	\$1,912.86
<b>Task Count</b>	4	<b>Material</b>	\$440.12
<b>Progress</b>	75.00%	<b>Other</b>	\$0.00
		<b>Total</b>	\$5,539.68

## Task Information

Task ID	Activity	Asset	Priority	Status	Total Cost
30567	Repair	Water Main 029872	High	Completed	2401.04
30568	Boil Order Samples	Non-Asset	High	Completed	141.52
30569	Restorations/ROW	Non-Asset	Medium	Planned	0.00
30590	Repair Water Main Break	Water Main 029872	High	Completed	2997.12

# Work Order Detail

ID	Description
1060	WATER MAIN BREAKS BRIAR LN

Basic Information		Costs	
<b>Owner</b>	MAXWELL GEIB	<b>Labor</b>	\$4,480.18
<b>Status</b>	In Progress	<b>Equipment</b>	\$1,663.62
<b>Task Count</b>	7	<b>Material</b>	\$813.42
<b>Progress</b>	57.14%	<b>Other</b>	\$0.00
		<b>Total</b>	\$6,957.22

## Task Information

Task ID	Activity	Asset	Priority	Status	Total Cost
30575	Repair Water Main Break	Water Main 0291343	High	Completed	2119.72
30576	Repair Water Main Break	Water Main 029872	High	Completed	2020.06
30577	Repair Water Main Break	Water Main 029872	High	Completed	2675.92
30578	Boil Order Samples	Non-Asset	High	Completed	141.52
30579	Restorations/ROW	Non-Asset	Medium	Planned	0.00
30580	Restorations/ROW	Non-Asset	Medium	Planned	0.00
30581	Restorations/ROW	Non-Asset	Medium	Planned	0.00

# Work Order Detail

ID	Description
1061	WATER MAIN BREAKS 3RD AVE

Basic Information		Costs	
<b>Owner</b>	MAXWELL GEIB	<b>Labor</b>	\$4,550.12
<b>Status</b>	In Progress	<b>Equipment</b>	\$2,523.73
<b>Task Count</b>	4	<b>Material</b>	\$2,240.79
<b>Progress</b>	50.00%	<b>Other</b>	\$0.00
		<b>Total</b>	\$9,314.64

## Task Information

Task ID	Activity	Asset	Priority	Status	Total Cost
30582	Repair Water Main Break	Water Main 029872	High	Completed	2619.63
30583	Repair Water Main Break	Water Main 029872	High	Completed	6695.01
30585	Restorations/ROW	Non-Asset	Medium	Planned	0.00
30586	Pavement Repair	Non-Asset	High	Planned	0.00

# Work Order Detail

ID	Description
1062	WATER SERVICE INSTALL 3RD AVE

Basic Information		Costs	
<b>Owner</b>	MAXWELL GEIB	<b>Labor</b>	\$2,534.71
<b>Status</b>	In Progress	<b>Equipment</b>	\$1,573.10
<b>Task Count</b>	3	<b>Material</b>	\$217.44
<b>Progress</b>	66.67%	<b>Other</b>	\$0.00
		<b>Total</b>	\$4,325.25

## Task Information

Task ID	Activity	Asset	Priority	Status	Total Cost
30587	Install	Non-Asset	High	Completed	2124.36
30588	Install	Non-Asset	High	Completed	2200.89
30589	Restorations/ROW	Non-Asset	Medium	Planned	0.00

## White Pines Water Main Break Locations

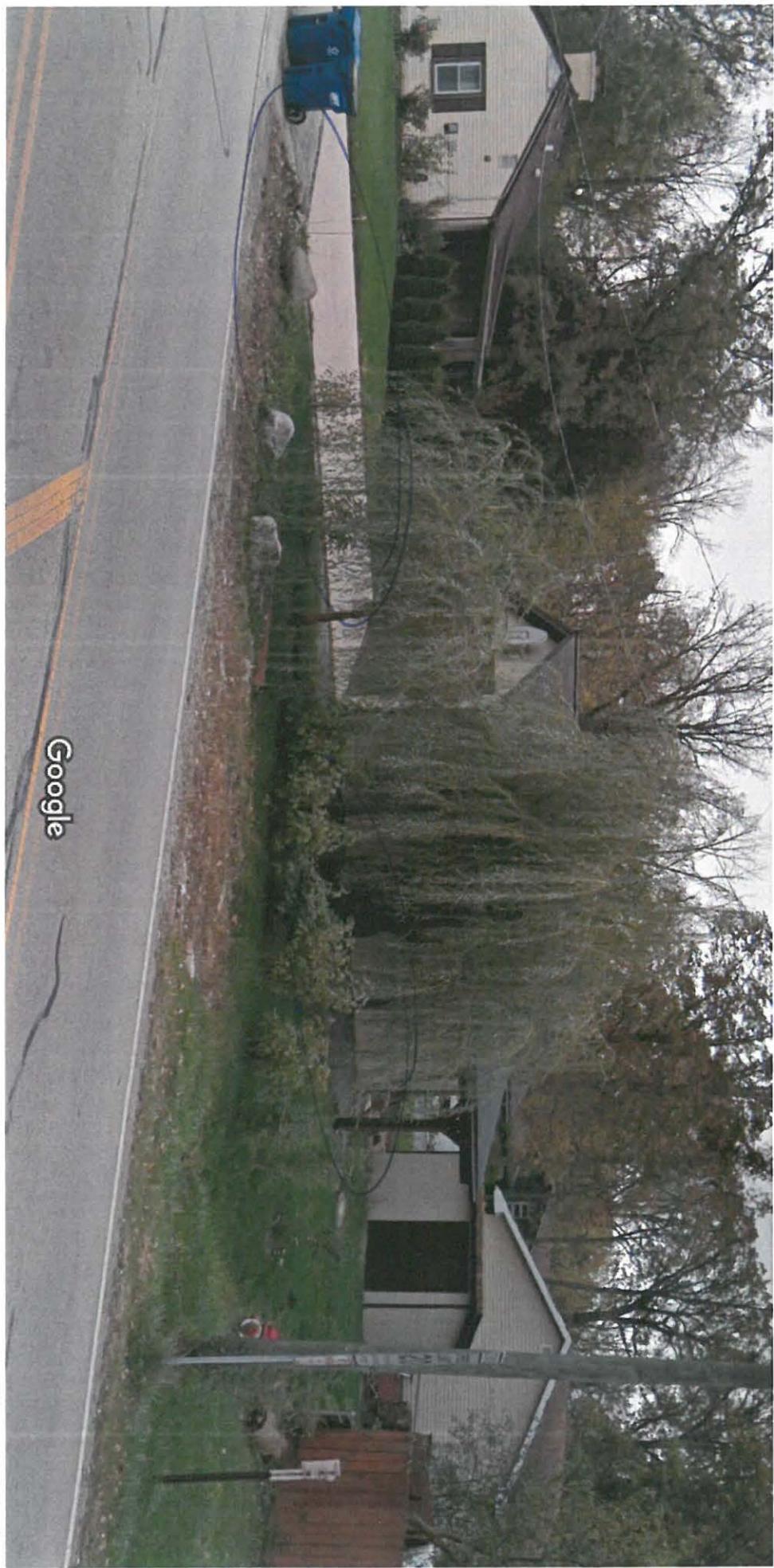


July 16, 2018

All Work Orders 1

1:7,396  
0 0.04 0.09 0.18 mi  
0 0.07 0.15 0.3 km

Third Ave



Arlington Heights, Illinois



Google, Inc.

Street View - Nov 2017

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**From:** Evan Summers  
**Sent:** Tuesday, August 7, 2018 1:43 PM  
**To:** Chriztofor  
**Cc:** wPCA@whitepines.info; mywhitepines@gmail.com; Amit Thakkar; Village President  
**Subject:** RE: Questions about Proposed Annexation and/or Surcharge

Mr. Colon,

Thanks for your follow-up questions regarding the White Pines Watermain Replacement Project. In an effort to fully answer your interrogatories, I would suggest that we set up a meeting. As your questions have become more nuanced and theoretical in nature, I think it would be best to meet in person in order to fully understand your requests for information and to answer them completely. Many of the questions will require answers more complex than one-word responses. Please contact my Executive Assistant, Mary Ribando, at your convenience and she will be happy to work with you in order to set something up.

Ms. Ribando's contact information is as follows:

[mribando@bensenville.il.us](mailto:mribando@bensenville.il.us)

630-350-3405

Respectfully,

eks

**Evan K. Summers**

Village Manager



12 South Center Street, Bensenville, IL 60106  
P: 630.350.3420 F: 630.350.1105

**From:** Chriztofor [REDACTED] >  
**Sent:** Tuesday, August 7, 2018 3:06 AM  
**To:** Evan Summers <ESummers@bensenville.il.us>  
**Cc:** wPCA@whitepines.info; mywhitepines@gmail.com; Amit Thakkar <ATHakkar@bensenville.il.us>; Village President <VPresident@bensenville.il.us>  
**Subject:** Re: Questions about Proposed Annexation and/or Surcharge

Dear Mr. Summers,

Thank you for responding to my questions. As you know, the water issue has been around for a very long time and responding to questions is the best way to alleviate concerns. With that being said, based on your responses I have some more questions. Again, I will refer to the Village of Bensenville as "Bensenville" and unincorporated Bensenville as "White Pines".

Here are my questions:

- 1) You made the following statements in response to my email,

"Bensenville Water/Sewer system is an enterprise fund. As of today, it is funded through the water and sewer charges paid by the Bensenville Residents and by the unincorporated area residents. Property taxes paid by the Bensenville residents are not used as of today to subsidize the water/sewer operation, maintenance, and improvements/replacements – the Fund is designed to stand on its own. However, the new unincorporated area watermain project will be done using the new property tax dollars received from the newly annexed property."

and

"As of today, the line charges are same. Water, Sewer and Fixed Debt Service. The difference is in the rates. As of today, unincorporated area residents pay for the same line items but 50% more than the Bensenville residents do. Bensenville residents pay 100%, while the unincorporated area residents pay 150%."

Question: If the Bensenville Water/Sewer system is an enterprise fund and is funded through the water and sewer charges paid by the Bensenville Residents and by the unincorporated area residents which the Fund is designed to stand on its own then why isn't Bensenville using any of those funds for the replacement of the White Pines system?

Question: Also, if White Pines residents choose to annex then why would Bensenville treat the annexed White Pines residents differently (as compared to Bensenville residents) by taking funds from the taxes that the White Pines residents pay to Bensenville instead of taking the funds from the Water Fund which is funded by the water bill?

2) You made the following statements in response to my email,

"All properties outside the jurisdiction of the Village of Bensenville are considered unincorporated and the unincorporated area rates are 50% higher than the incorporated rates. It is a practice prevailing in the surrounding towns including Addison, Itasca, Elmhurst, Bensenville and many towns. In utility delivery, this process is called "wheeling" and every subsection area of service typically pays a higher rate than the prevailing utility above it."

Question: Is there any other reason(s) Bensenville is charging higher rates to White Pines residents other than it is a prevailing practice?

Question: What is "wheeling"?

3) When I asked, "What does the current 50% surcharge within White Pines water bills pay for?" You responded, "50% surcharge is part of regular charges. It is not a separate pool of money. It pays for the regular day to day operation for the water/sewer utility as part of the Water/Sewer Fund."

Question: White Pines residents are paying 50% more than Bensenville residents for their water and sewer service, but are not getting any additional benefit for that money as compared to Bensenville residents, correct?

4) Regarding the Bensenville 2018 VILLAGE WATER MAIN REPLACEMENT PROJECT you made the following statements,

"This project is part of the Capital Improvement Plan (CIP) and is being paid for out of the Water Capital Fund. It is a substantially smaller project in scope and cost than the White Pines Water Project. This project is budgeted to cost \$1.394 million"

and

"As noted above, this project is being paid for as a part of the Village's 5-year CIP with the identified funding source being Water Capital."

Question: The Capital Improvement Plan (CIP) is being funded by "Water Capital" which the source for the Water Capital is from the funds from the water bills of both Bensenville and White Pines residents, correct? If no, please explain where the "Water Capital" is coming from and do White Pines residents contribute to the "Water Capital".

Question: Bensenville passed an Ordinance effective January 1, 2018 that "eliminated the capital recovery line item and the same has been added to water and sewer charges to simplify the rate structure." Is this true?

a) If yes, then prior to January 1, 2018 White Pines residents were paying for capital recovery as part of their water bill, correct? Note: I am not referring to the unincorporated water fund.

b) Also, from January 1, 2018 and thereafter, White Pines residents continue to pay for capital recovery but it is no longer a line item and it is captured within the water and sewer charges, correct? Note: I am not referring to the unincorporated water fund.

Question: Does the capital recovery charge fund capital improvement/replacement projects? If not then which line item(s) within the water bills prior to and post January 1, 2018 fund water main replacement projects for Bensenville?

a) Also, why aren't those funds being used for the White Pines water main project since White Pines residents contribute to the same fund through the water bills?

5) You made the following statements in response to my email, "For the recent watermain breaks, the Village has absorbed this cost. Alternatively, the Village can charge the unincorporated fund (approx. balance \$900,000) at its discretion for the repairs done to any unincorporated area watermains."

Question: How is the Village absorbing the cost when you stated, "Bensenville Water/Sewer system is an enterprise fund. As of today, it is funded through the water and sewer charges paid by the Bensenville Residents and by the unincorporated area residents..."

a) Also, why would Bensenville take funds from the unincorporated fund (which is an extra fund that White Pines residents paid into) to pay for repairs and/or improvements within White Pines when you stated, "Bensenville Water/Sewer system is an enterprise fund. As of today, it is funded through the water and sewer charges paid by the Bensenville Residents and by the unincorporated area residents..."

6) I asked the following question, "If everyone within White Pines voluntarily annexes, where will the money to pay the monthly payment come from?" You responded as follows, "If property owner voluntarily annex, in that case, the Village property tax will be applied and the revenue collected from the property tax will be used to pay part of the debt service. The remaining cost will be paid by the Village of Bensenville from its current resources. The IEPA Loan Application will denote the varied options (surcharge and/or annexation) as the funding sources for repayment."

Question: If everyone within White Pines voluntarily annexes why would Bensenville take monies from the new Bensenville taxes when you stated, "Bensenville Water/Sewer system is an enterprise fund. As of today, it is funded through the water and sewer charges paid by the Bensenville Residents and by the unincorporated area residents."

Thank you for your anticipated cooperation. I look forward to Bensenville's response.

Very Truly Yours,  
Christopher Colon

Bensenville, Illinois

-----Original Message-----

From: Evan Summers <[ESummers@bensenville.il.us](mailto:ESummers@bensenville.il.us)>  
To: chriztofor [REDACTED]>  
Cc: wPCA <[wPCA@whitepines.info](mailto:wPCA@whitepines.info)>; mywhitepines <[mywhitepines@gmail.com](mailto:mywhitepines@gmail.com)>; Amit Thakkar <[AThakkar@bensenville.il.us](mailto:AThakkar@bensenville.il.us)>; Village President <[VPresident@bensenville.il.us](mailto:VPresident@bensenville.il.us)>  
Sent: Mon, Aug 6, 2018 5:27 pm  
Subject: RE: Questions about Proposed Annexation and/or Surcharge

Mr. Colon,

Thank you for your thoughtful questions regarding the unincorporated water system and the White Pines system upgrade/replacement project. I'll try to address your questions below in red to the best of my ability. As always, if you would like to discuss in person, Mayor DeSimone has made it a priority for staff such as myself to set up individual or group meetings whenever possible to address individual concerns.

Respectfully,

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**Evan K. Summers**  
Village Manager



12 South Center Street, Bensenville, IL 60106  
P: 630.350.3420 F: 630.350.1105

**From:** Chriztofor [REDACTED] >  
**Date:** August 5, 2018 at 12:46:38 PM CDT  
**To:** <[VPresident@Bensenville.il.us](mailto:VPresident@Bensenville.il.us)>  
**Cc:** <[manager@bensenville.il.us](mailto:manager@bensenville.il.us)>, <[mywhitepines@gmail.com](mailto:mywhitepines@gmail.com)>, <[wPCA@whitepines.info](mailto:wPCA@whitepines.info)>  
**Subject: Questions about Proposed Annexation and/or Surcharge**

Dear Mayor Frank DeSimone,

I am a White Pines resident within unincorporated Village of Bensenville and have some questions regarding the proposed voluntary annexation and the 175% surcharge. I prefer to have either you or someone from Bensenville answer these questions in writing so I may obtain the answers directly from Bensenville instead of obtaining the answers through a third party. Note: I will refer to the Village of Bensenville as "Bensenville" and unincorporated Bensenville as "White Pines".

Here are my questions:

- 1) Do Bensenville taxes pay for the operation, maintenance, improvement, and/or replacement of the Bensenville and/or White Pines water system?

As per Bensenville's website it states,

**"Why does the Village raise the water rates?**

The Village needs to raise water rates periodically to account for regular increases in costs. The Village gets all of our water from the City of Chicago. The Village regrets that rate increases are necessary but failing to increase our rates would force the Village to cut services. **It is important to remember that no taxes are used to operate the water system; all water fund revenue is derived from user charges.**" FAQ Village of Bensenville

Please confirm that this is true.

Bensenville Water/Sewer system is an enterprise fund. As of today, it is funded through the water and sewer charges paid by the Bensenville Residents and by the unincorporated area residents. Property taxes paid by the Bensenville residents are not used as of today to subsidize the water/sewer operation, maintenance, and improvements/replacements – the Fund is designed to stand on its own. However, the new unincorporated area watermain project will be done using the new property tax dollars received from the newly annexed property.

- 2) Does Bensenville and White Pines pay for the same line item charges within the water bills? (e.g. Water Service, Sewer Service, etc.)

**As of today, the line charges are same. Water, Sewer and Fixed Debt Service. The difference is in the rates. As of today, unincorporated area residents pay for the same line items but 50% more than the Bensenville residents do. Bensenville residents pay 100%, while the unincorporated area residents pays 150%.**

- 3) Do White Pines residents pay more for its water than residents of Bensenville? If yes, why?

**All properties outside the jurisdiction of the Village of Bensenville are considered unincorporated and**

the unincorporated area rates are 50% higher than the incorporated rates. It is a practice prevailing in the surrounding towns including Addison, Itasca, Elmhurst, Bensenville and many towns. In utility delivery, this process is called "wheeling" and every subsection area of service typically pays a higher rate than the prevailing utility above it.

4) What does the current 50% surcharge within White Pines water bills pay for?

50% surcharge is part of regular charges. It is not a separate pool of money. It pays for the regular day to day operation for the water/sewer utility as part of the Water/Sewer Fund.

5) Bensenville is installing new water mains within Bensenville called,

2018 VILLAGE WATER MAIN REPLACEMENT PROJECT  
(May St, Rose St, Grace St and Washington St)

a) What funds are used in order to pay for this project?

This project is part of the Capital Improvement Plan (CIP) and is being paid for out of the Water Capital Fund. It is a substantially smaller project in scope and cost than the White Pines Water Project. This project is budgeted to cost \$1.394 million

b) Are the funds coming from the charges collected within the water bill?

If no, please explain. As noted above, this project is being paid for as a part of the Village's 5-year CIP with the identified funding source being Water Capital.

6) When Bensenville makes repairs to White Pines water mains, where does this money come from?

For the recent watermain breaks, the Village has absorbed this cost. Alternatively, the Village can charge the unincorporated fund (approx. balance \$900,000) at its discretion for the repairs done to any unincorporated area watermains.

7) I believe Bensenville will be applying for a 20 year IEPA loan in order to replace the water mains within White Pines at a cost of approximately 7 million dollars.

a) What is the estimated monthly payment in order to repay the loan? The approximate annual debt service payment to be made to IEPA (at current rate of 1.84%) will be \$367,320. This amount is subject to change.

b) Also, if everyone within White Pines voluntarily annexes, where will the money to pay the monthly payment come from?

If property owner voluntarily annex, in that case, the Village property tax will be applied and the revenue collected from the property tax will be used to pay part of the debt service. The remaining cost will be paid by the Village of Bensenville from its current resources. The IEPA Loan Application will denote the varied options (surcharge and/or annexation) as the funding sources for repayment.

Thank you for your anticipated cooperation. I look forward to Bensenville's response.

Very Truly Yours,  
Christopher Colon

Bensenville, Illinois

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**From:** Evan Summers  
**Sent:** Wednesday, August 15, 2018 4:02 PM  
**To:** My White Pines  
**Cc:** Frank DeSimone (FDeSimone@bensenville.il.us); Mary Ribando (MRibando@bensenville.il.us); Amit Thakkar (ATHakkar@bensenville.il.us)  
**Subject:** FW: Questions

Good idea. Let me see if we can put something together. I think too many people get caught up on the revenue side and forget that the Village has to purchase the water from DuPage Water Commission. That's the bulk of the expenses which reduces the net income considerably.

---

**From:** Mary Ribando  
**Sent:** Wednesday, August 15, 2018 3:04 PM  
**To:** Evan Summers <ESummers@bensenville.il.us>; Frank DeSimone <FDeSimone@bensenville.il.us>  
**Subject:** FW: Questions

**From:** White Pines Community Alliance <[mywhitepines@gmail.com](mailto:mywhitepines@gmail.com)>  
**Sent:** Wednesday, August 15, 2018 1:08 PM  
**To:** [sppd757@yahoo.com](mailto:sppd757@yahoo.com); Village President <[VPresident@bensenville.il.us](mailto:VPresident@bensenville.il.us)>; Mary Ribando <[MRibando@bensenville.il.us](mailto:MRibando@bensenville.il.us)>  
**Subject:** Questions

Frank and Evan,

So after watching last nights video of the Village meeting it is very apparent that a common theme amongst the nay sayers is that the Village has profited millions from the fees it has charged White Pines over the years. This is probably one of the biggest misconceptions that our residents have in their minds. Is there anyway that you can break down the revenue and expenses say for the last 5 individual years which would show that the Village only profits in the range of \$35 - \$40K per year so that we can put the misconception to rest? Also, our residents do not take into account that not all of the \$900+k in the unincorporated fund is theirs. Can you give us a percentage of that fund that actually was contributed by the White Pines residents as opposed to the other unincorporated residents. We have a lot of residents that are coming to us as their voice of reason and the more information we give them the more they block out the bullshit the WPCA puts out.

Jim

Thank you,

Your **White Pines Community Alliance**  
Chris Balog, Jim Brill, Marianne Faraone, Kelly Novello and Mark Shawaluk

---

**From:** Evan Summers  
**Sent:** Thursday, September 6, 2018 11:25 AM  
**To:** White Pines Community Alliance  
**Subject:** IEPA Letters to WPCA

Do you guys have copies of letters from the IEPA to WPCA? My notes indicate that there may be letters dated September 29, 2015 and November 3, 2015.

eks

**Evan K. Summers**

Village Manager



12 South Center Street, Bensenville, IL 60106  
P: 630.350.3420 F: 630.350.1105

---

**From:** Evan Summers  
**Sent:** Thursday, October 4, 2018 11:18 AM  
**To:** My White Pines  
**Subject:** White Pines Water Main Improvements Supplemental Topographic Survey Notice

As requested, the Village has posted the notice here:

<https://www.bensenville.il.us/984/Documents-Agreements>

Direct link here: <https://www.bensenville.il.us/DocumentCenter/View/14655/Notification---Survey-Crews-to-begin--100318>

**Evan K. Summers**

Village Manager



12 South Center Street, Bensenville, IL 60106

P: 630.350.3420 F: 630.350.1105

---

**From:** Evan Summers  
**Sent:** Tuesday, February 26, 2019 3:48 PM  
**To:** Corey Williamsen  
**Subject:** FW: Fire District 1 Meeting

---

**From:** Evan Summers  
**Sent:** Wednesday, January 9, 2019 1:18 PM  
**To:** Brill Jim and Debbie [REDACTED] >  
**Cc:** Frank DeSimone (FDeSimone@bensenville.il.us) <FDeSimone@bensenville.il.us>  
**Subject:** RE: Fire District 1 Meeting

Jim,

Do you happen to have the PO Box address for Fire District 1? It's not on their [website](#) and there is no contact information for the Board President either.

**Evan K. Summers**  
Village Manager



12 South Center Street, Bensenville, IL 60106  
P: 630.350.3420 F: 630.350.1105

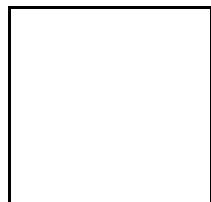
---

**From:** Brill Jim and Debbie [REDACTED]  
**Sent:** Tuesday, September 25, 2018 6:51 PM  
**To:** Frank DeSimone <[FDeSimone@bensenville.il.us](mailto:FDeSimone@bensenville.il.us)>; Evan Summers <[ESummers@bensenville.il.us](mailto:ESummers@bensenville.il.us)>; Village President <[VPresident@bensenville.il.us](mailto:VPresident@bensenville.il.us)>; Mary Ribando <[MRibando@bensenville.il.us](mailto:MRibando@bensenville.il.us)>  
**Subject:** Fw: Fire District 1 Meeting

*Sent from Jim's mobile device*

----- Original message-----

**From:** White Pines Civic Association  
**Date:** Tue, Sep 25, 2018 6:36 PM  
**To:** Jim & Debbie Brill;  
**Cc:**  
**Subject:** Fire District 1 Meeting



## **Fire District 1**

Please be sure to attend the Our **Fire District 1** meeting.

**This Thursday Sept 27th, 2018 6:45 sharp!**

**Bensenville Deer Grove Leisure Center (2nd floor)**

**1000 W. Wood Ave. , Bensenville, IL 60106**

Across from the pool.

The public is invited and will have an opportunity to speak in the beginning of the meeting. so, if you have something to say, we encourage you to appear and speak.

also, homeowners concerned about the recent fire last Tuesday in our neighborhood, are going to appear and speak at the VOB board meeting on Tuesday, September 25th at 6:30 pm please attend.

Hope to see you there,

Paul DeMichael  
and the WPCA board

©2018 White Pines Civic Association | Bensenville, Illinois, United States

[Web Version](#) [Subscribe](#) [Forward](#) [Unsubscribe](#)

---

**From:** Evan Summers  
**Sent:** Tuesday, February 26, 2019 3:47 PM  
**To:** Corey Williamsen  
**Subject:** FW: R-140 and R-141 Invoices  
**Attachments:** R-140-15 INV 126668-20160120.pdf; R-140-15 INV 127327-20160211.pdf; R-140-15 INV 127736-20160322.pdf; R-140-15 INV 128265-20160415.pdf; R-140-15 INV 129075-20160615.pdf; R-141-15 INV 126140-20151211.pdf; R-141-15 INV 126669-20160122.pdf; R-141-15 INV 127328-20160212.pdf; R-141-15 INV 127737-20160822.pdf; R-141-15 INV 128266-20160415.pdf; R-140-2015 Christopher B Burke Agreement - White Pines Water System Isolation and Metering.pdf; R-141-2015 Christopher B Burke Agreement - White Pines Water Main Replacement Project.pdf

---

**From:** Evan Summers  
**Sent:** Wednesday, August 29, 2018 3:43 PM  
**To:** Brill Jim and Debbie <jimanddebbie.brill@outlook.com>  
**Cc:** Amit Thakkar (ATHAKKAR@bensenville.il.us) <ATHAKKAR@bensenville.il.us>; Mary Ribando (MRIBANDO@bensenville.il.us) <MRIBANDO@bensenville.il.us>; Frank DeSimone (FDeSimone@bensenville.il.us) <FDeSimone@bensenville.il.us>  
**Subject:** FW: R-140 and R-141 Invoices

Jim,

Attached are all of the Burke invoices. Resolution R-140 is for the isolation and metering. The contract was approved for \$49,900 and the Village paid a total of \$39,471.11. Resolution R-141 was for the engineering for the watermain replacement. That contract was approved for \$337,378. We paid out \$63,533.31 before the Board cancelled that contract and put the project on hold. As for the question of why the contract costs went up: The cost went up because of time (prices go up with inflation and CPI every year), we need to redo the IEPA loan application, and anticipation of needing to verify lead services. The two optional items are a direct result of a different approach on the private services. We feel that designing them before bidding will result in less risk and better bidding. The additional cost of drones will reduce the need to survey private property. We will also design for all the services individually instead of making a generic "backyard service connection" bid item with high risks. This is classic pay now to save later. If the neighborhood wants to keep project costs down, the more assistance we get the better the design can be and the better the prices will end up.

Let me know if you have any questions or need me to provide any other information.

Respectfully,

eks

**Evan K. Summers**  
Village Manager



12 South Center Street, Bensenville, IL 60106  
P: 630.350.3420 F: 630.350.1105

**From:** Tia Filishio

**Sent:** Wednesday, August 29, 2018 3:03 PM

**To:** Amit Thakkar <[AThakkar@bensenville.il.us](mailto:AThakkar@bensenville.il.us)>; Evan Summers <[ESummers@bensenville.il.us](mailto:ESummers@bensenville.il.us)>

**Subject:** R-140 and R-141 Invoices

Please see attached.

YEAR	PER	JOURNAL	EFF DATE	REFERENCE	AMOUNT	P	CHECK NO	WARRANT	VOUCH
2,016	4	40,183	04/26/2016	W 16/08	\$ 3,681.62	Y	150,265	16/08	69404
2,016	4	40,183	04/26/2016	W 16/07	\$ 23,720.14	Y	150,099	16/07	68879
2,016	2	20,138	02/23/2016	W 16/04	\$ 18,210.21	Y	149,609	16/04	67904
2,015	12	120,496	12/31/2015	W 16/03	\$ 15,863.74	Y	149,438	16/03	67290
2,015	12	120,183	12/31/2015	W 16/01	\$ 2,077.60	Y	149,051	16/01	66446
					\$ 63,553.31				

YEAR	PER	JOURNAL	EFF DATE	REFERENCE	AMOUNT	P	CHECK NO	WARRANT	VOUCH
2,016	6	60,160	06/28/2016	W 16/12	2,361.92	Y	150,993	16/12	70924
2,016	4	40,183	04/26/2016	W 16/08	6,140.01	Y	150,265	16/08	69404
2,016	4	40,006	04/12/2016	W 16/07	13,510.29	Y	150,069	16/07	68828
2,016	2	20,128	02/23/2016	W 16/04	11,001.87	Y	149,609	16/04	67763
2,015	12	120,496	12/31/2015	W 16/03	6,457.02	Y	149,438	16/03	67309
					\$ 39,471.11				

Tia Filishio

Accounts Payable Administrator

Village of Bensenville

12 S. Center Street

Bensenville, IL 60106

630.350.3398



# BENSENVILLE

WHERE OPPORTUNITY TAKES OFF

WHERE OPPORTUNITY TAKES OFF

**TAX EXEMPTION NUMBER**

## Purchase Order

Fiscal Year 2015 Page 1 of 1

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase  
Order # 20155126-00

Please enter our order in accordance with prices, delivery and specifications given.

Please include purchase order number on all correspondence.

VILLAGE OF BENSENVILLE  
ATTN: ACCOUNTS PAYABLE  
12 SOUTH CENTER STREET  
BENSENVILLE, IL 60106-1987  
PHONE: (630) 766-8200

CHRISTOPHER B BURKE ENGINEERING LTD  
SUITE 600  
9575 W. HIGGINS ROAD  
ROSEMONT IL 60018

S  
H  
I  
P  
PUBLIC WORK  
717 EAST JEFFERSON  
BENSENVILLE, IL 60106

**CONDITIONS - READ CAREFULLY**

1. The right is reserved to cancel this order if not filled within the contract time, if specified.
2. The conditions of this order are not to be modified by any verbal understanding.
3. Acceptance of this order includes Acceptance of all terms, prices, delivery instructions, specifications and conditions stated.
4. INVOICES AND PACKAGES MUST BEAR THIS ORDER NUMBER.
5. THE CITY ASSUMES NO RESPONSIBILITY FOR GOOD DELIVERED WITHOUT THE AUTHORITY OF A PROPERLY EXECUTED PURCHASE ORDER.  
PLEASE FORWARD ALL INVOICES TO:

**Village of Bensenville  
ATTN: Accounts Payable  
12 S. Center Street  
Bensenville, IL 60160**

**DEPARTMENT COPY**

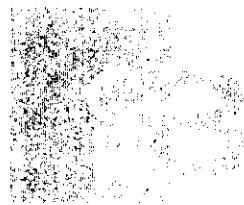
**IMPORTANT** - To receive payment all invoices and shipping labels must show purchase order number.

Authorized By:

**\$49,900.00**

**Interim Village Manager Approval:**

Authorized By:

**Invoice**

Joseph Caracci  
Village of Bensenville  
12 South Center Street  
Bensenville, IL 60106

January 6, 2016  
Invoice No: 126668

Project 01.R120433.00003 White Pines Water System Isolation

Services included supplemental topographic survey and preliminary engineering design.

Professional Services from November 29, 2015 to December 31, 2015

**Professional Personnel**

	Hours	Rate	Amount
Survey V	4.50	207.00	931.50
Survey IV	50	175.00	87.50
CAD Manager	8.00	154.00	1,232.00
Survey III	5.00	149.00	745.00
Engineer III	10.00	134.00	1,340.00
Survey II	11.00	108.00	1,188.00
Survey I	11.00	84.00	924.00
<b>Totals</b>	<b>50.00</b>		<b>6,448.00</b>
<b>Total Labor</b>			<b>6,448.00</b>

**Reimbursable Expenses**

Auto Expense	9.02
<b>Total Reimbursables</b>	<b>9.02</b>
	<b>9.02</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	6,457.02	0.00	6,457.02
Limit			49,900.00
Remaining			43,442.98

**TOTAL THIS INVOICE** **\$6,457.02**

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
DEPT. 20-8051  
P.O. BOX 5998  
CAROL STREAM, IL 60197-5998



# BENSENVILLE

WHERE OPPORTUNITY TAKES OFF

**TAX EXEMPTION NUMBER**

## Purchase Order

Fiscal Year 2015 Page 1 of 1

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20155127-00

Please enter our order in accordance with prices, delivery and specifications given.

Please include purchase order number on all correspondence.

**VILLAGE OF BENSENVILLE  
ATTN: ACCOUNTS PAYABLE  
12 SOUTH CENTER STREET  
BENSENVILLE, IL 60106-1987  
PHONE: (630) 766-8200**

CHRISTOPHER B BURKE ENGINEERING LTD  
SUITE 600  
9575 W. HIGGINS ROAD  
ROSEMONT IL 60018

S  
H  
I  
P PUBLIC WORK  
717 EAST JEFFERSON  
BENSENVILLE, IL 60106

**CONDITIONS - READ CAREFULLY**

**CONDITIONS - READ CAREFULLY**

1. The right is reserved to cancel this order if not filled within the contract time, if specified.
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**4. INVOICES AND PACKAGES MUST BEAR THIS ORDER NUMBER**

**5. THE CITY ASSUMES NO RESPONSIBILITY FOR GOOD DELIVERED WITHOUT THE AUTHORITY OF A PROPERLY EXECUTED PURCHASE ORDER.**

**PLEASE FORWARD ALL INVOICES TO:**

**Village of Bensenville  
ATTN: Accounts Payable  
12 S. Center Street  
Bensenville, IL 60160**

**DEPARTMENT COPY**

**PO Total** **\$337,378.00**

**Interim Village Manager Approval:**

Authorized By:

Tad W

**IMPORTANT** - To receive payment all invoices and shipping labels must show purchase order number.







# BENSENVILLE

WHERE OPPORTUNITY TAKES OFF

#### W-E&E REPORT: CITY TAKES OEM

**TAX EXEMPTION NUMBER**

# Purchase Order

Fiscal Year 2016

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES  
PACKAGES AND SHIPPING PAPERS.

Purchase  
Order #

20160116-00

VILLAGE OF BENSENVILLE  
ATTN: ACCOUNTS PAYABLE  
12 SOUTH CENTER STREET  
BENSENVILLE, IL 60106-1987  
PHONE: (630) 766-8200

CHRISTOPHER B BURKE ENGINEERING LTD  
SUITE 600  
9575 W. HIGGINS ROAD  
ROSEMONT IL 60018

PUBLIC WORK  
717 EAST JEFFERSON  
BENSENVILLE, IL 60106

ROZMÍR

SHIP TO

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference		
Date Ordered		Vendor Number		Date Required		Freight Method/Terms		Department/Location
01/25/2016		2738						PUBLIC WORKS
Item#	Description/Part No.				Qty	UOM	Unit Price	Extended Price
1	R-140-15 ENG SERV FOR WHITE PI ISOLATON/METERING 51500000 - 536510 - 12205		\$43,442.98 Balance Remaining from P.O. 20155126		43443.0	EACH	\$1.000	\$43,442.98
	2-11-16 Invoice 127327		# 11,001.89					
	3-22-16 Invoice 127736		\$ 3,510.29					

**CONDITIONS - READ CAREFULLY**

1. The right is reserved to cancel this order if not filled within the contract time, if specified.
2. The conditions of this order are not to be modified by any verbal understanding.
3. Acceptance of this order includes Acceptance of all terms, prices, delivery instructions, specifications and conditions stated.
4. INVOICES AND PACKAGES MUST BEAR THIS ORDER NUMBER.
5. THE CITY ASSUMES NO RESPONSIBILITY FOR GOOD DELIVERED WITHOUT THE AUTHORITY OF A PROPERLY EXECUTED PURCHASE ORDER.  
PLEASE FORWARD ALL INVOICES TO:

Village of Bensenville  
ATTN: Accounts Payable  
12 S. Center Street  
Bensenville, IL 60160

DEPARTMENT COPY

**IMPORTANT** - To receive payment all invoices and shipping labels must show purchase order number.

**Interim Village Manager Approval:**

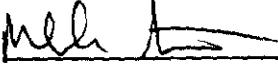
Authorized By:

Tatjana

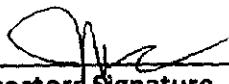
**Christopher Burke Engineering Ltd.**  
**White Pines Water Main Isolation**

<b>R-140-15</b>	<b>\$ 49,900.00</b>
<b>Invoice 126668</b>	<b>\$ (6,457.02)</b>
<b>Invoice 127327</b>	<b>\$ (11,001.87)</b>
<b>Invoice 127736</b>	<b>\$ (13,510.29)</b>
<b>PO 20155126</b>	<b>\$ 18,930.82</b>

*bx 15  
pd 2/9/16 - CL 149458*

  
Engineers Signature 3/11/16  

---

  
Directors Signature Date





## TAX EXEMPTION NUMBER [REDACTED]

## Purchase Order

Fiscal Year 2015 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20154685-00

Please enter our order in accordance with prices,  
delivery and specifications given.Please include purchase order number on all  
correspondence.

**B  
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O**  
VILLAGE OF BENSENVILLE  
ATTN: ACCOUNTS PAYABLE  
12 SOUTH CENTER STREET  
BENSENVILLE, IL 60106-1987  
PHONE: (630) 766-8200

**V  
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CHRISTOPHER B BURKE ENGINEERING LTD  
SUITE 600  
9575 W. HIGGINS ROAD  
ROSEMONT IL 60018

**S  
H  
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P  
T  
O**  
PUBLIC WORK  
717 EAST JEFFERSON  
BENSENVILLE, IL 60106

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference			
847-823-0500		20155187				
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location	
12/10/2015	2738				PUBLIC WORKS	
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
1	R-141-15 ENG SERV. WHITE PINES DESIGN ENGINEERING SERVICES 51500000 - 536510 - 12205 12-11-15 Invoice 136140 12-1	\$337,378.00	337378.0	EACH	\$1.000	\$337,378.00
			337378.0			

RECEIVED

DEC 15 2015

FRAZER ENGINEERING INC.

## CONDITIONS - READ CAREFULLY

1. The right is reserved to cancel this order if not filled within the contract time, if specified.
2. The conditions of this order are not to be modified by any verbal understanding.
3. Acceptance of this order includes Acceptance of all terms, prices, delivery instructions, specifications and conditions stated.
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PLEASE FORWARD ALL INVOICES TO:

Village of Bensenville  
ATTN: Accounts Payable  
12 S. Center Street  
Bensenville, IL 60160

DEPARTMENT COPY

PO Total \$337,378.00

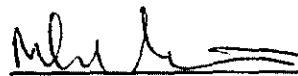
Interim Village Manager Approval:

Authorized By: 

IMPORTANT - To receive payment all invoices and shipping labels must show purchase order number.

**Christopher Burke Engineering Ltd.**  
**White Pines Water Main Replacement**

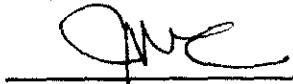
<b>R-141-15</b>	<b>\$ 337,378.00</b>
<b>Invoice</b>	<b>\$ (11,253.54)</b>
<b>Invoice 126140</b>	<b>\$ (2,077.60)</b>
<b>PO 2015</b>	<b>\$ 324,046.86</b>



Engineers Signature

12/8/15

Date



Directors Signature

Date





# BENSENVILLE

WHERE OPPORTUNITY TAKES OFF

WHERE OPPORTUNITY TAKES OFF

**TAX EXEMPTION NUMBER**

# Purchase Order

Fiscal Year 2016

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase  
Order #

20160350-00

Please enter our order in accordance with prices, delivery and specifications given.

Please include purchase order number on all correspondence.

VILLAGE OF BENSENVILLE  
ATTN: ACCOUNTS PAYABLE  
12 SOUTH CENTER STREET  
BENSENVILLE, IL 60106-1987  
PHONE: (630) 766-8200

V CHRISTOPHER B BURKE ENGINEERING LTD  
E SUITE 600  
N 9575 W. HIGGINS ROAD  
D ROSEMONT IL 60018

S  
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PUBLIC WORK  
717 EAST JEFFERSON  
BENSENVILLE, IL 60106

**CONDITIONS - READ CAREFULLY**

- 1 The right is reserved to cancel this order if not filled within the contract time, if specified.
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D ALL INVOICES TO:  
**Village of Bensenville**  
**ATTN: Accounts Payable**  
**12 S. Center Street**  
**Bensenville, IL 60160**

**DEPARTMENT COPY**

**IMPORTANT** - To receive payment all invoices and shipping labels must show purchase order number.

Authorized By:

#### Interim Village Manager Approval:



**Christopher Burke Engineering Ltd.**  
**White Pines Water Main Replacement**

<b>R-141-15</b>	<b>\$ 337,378.00</b>
<b>Invoice 126669</b>	<b>\$ (15,863.74)</b>
<b>Invoice 127328</b>	<b>\$ (18,210.21)</b>
<b>PO 2016</b>	<b>\$ 303,304.05</b>

---

Engineers Signature

Date



---

Directors Signature

Date







**Resolution No. R-140-2015**

**RESOLUTION AUTHORIZING THE EXECUTION OF A DESIGN  
ENGINEERING SERVICES CONTRACT FOR THE WHITE PINES WATER  
SYSTEM ISOLATION / METERING WITH  
CHRISTOPHER B. BURKE ENGINEERING, LTD. IN THE  
NOT-TO-EXCEED AMOUNT OF \$49,900**

WHEREAS the Village of Bensenville provides Lake Michigan water to the residents of the White Pines Subdivision, and

WHEREAS the water distribution system within the White Pines Subdivision has passed its useful life and must be replaced, and

WHEREAS the Village has attempted to replace the water distribution system with the White Pines Subdivision, and

WHEREAS the residents have shown strong opposition to replacement of the system, and

WHEREAS the Village Board, at the recommendation of staff, has decided to isolate and meter the system and work toward a transition plan to have another provider take over the maintenance and operation of the system, and

WHEREAS once the system is isolated and metered, the Village will be in a position to bill another entity for water that enters the White Pines Water System, and

WHEREAS Christopher B. Burke Engineering, Ltd. (CBBEL) assisted the Village in the past on the White Pines Water System project, and

WHEREAS CBBEL is the most qualified firm to perform design engineering for the Project, and

WHEREAS CBBEL scope of work will include project survey and Base Sheet Preparation; Development of Plans, Specifications, Estimates, and Permitting; and Bidding Assistance, and

WHEREAS CBBEL has submitted a proposal in the not-to-exceed amount of \$49,900.

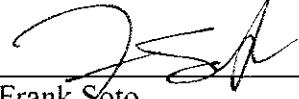
NOW THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

THAT the Village Board authorizes the execution of a design engineering services contract for the White Pines Water System Isolation / Metering with Christopher B. Burke Engineering, Ltd. of Rosemont, IL in the amount of \$49,900, and

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents necessary.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, November 24, 2015.

APPROVED:

  
Frank Soto  
Village President

ATTEST:

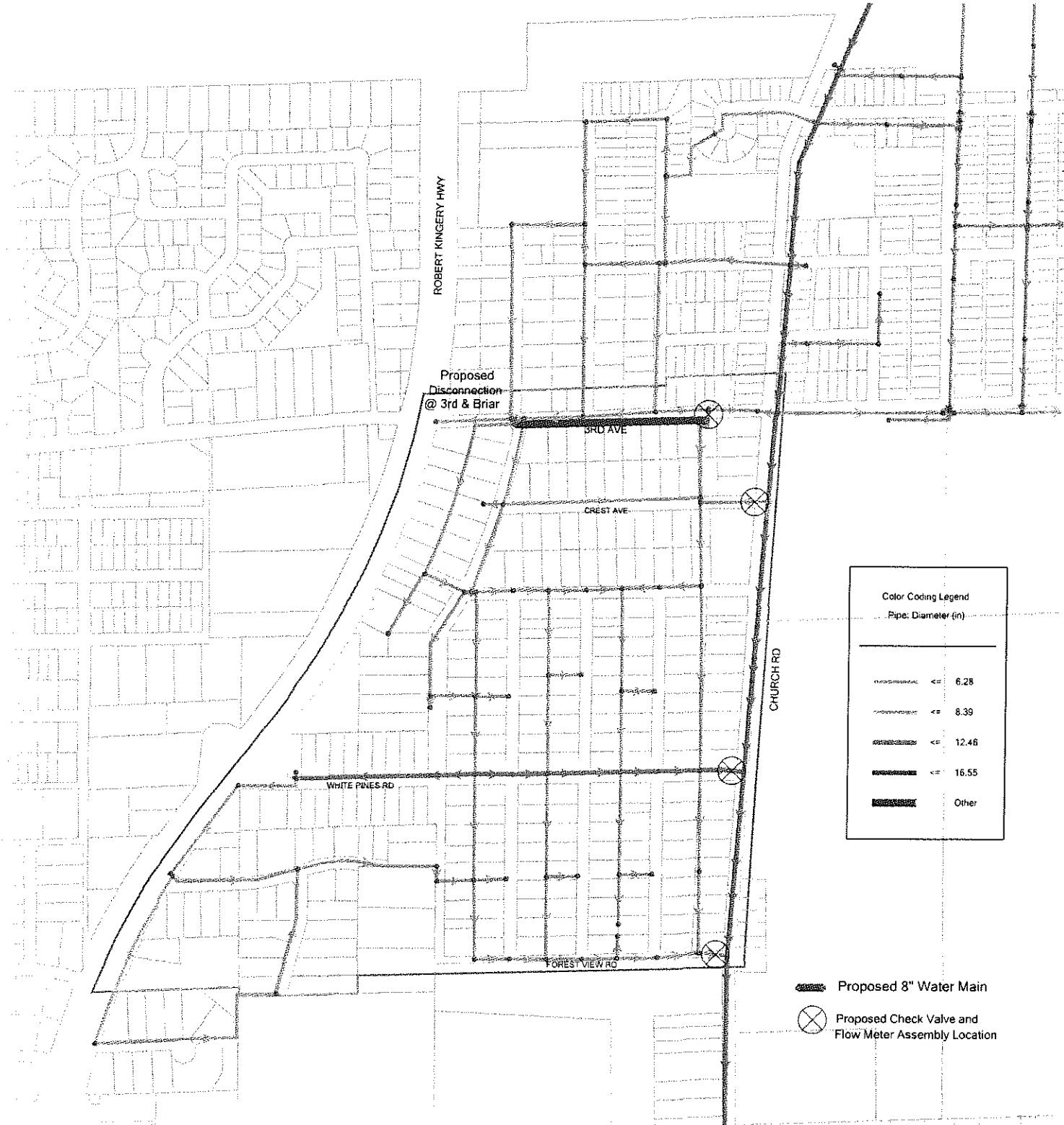
  
Ilsa Rivera-Trujillo  
Village Clerk

AYES: Carmona, DeSimone, Jaworska, Janowiak, O'Connell, Wesseler

NAYS: None

ABSENT: None

**DRAFT**





**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

November 17, 2015

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

Attention: Mr. Joe Caracci, PE  
Bensenville Public Works Director

Subject: Proposal for Professional Engineering Services  
Water Main and Valve Design for Water System Isolation  
White Pines Area  
Village of Bensenville, Illinois

Dear Mr. Caracci:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is submitting this proposal for professional engineering services related to the design of the isolation/metering project, preparation of bidding documents, permit applications and cost estimate, and assistance with bidding services for the Village of Bensenville.

**UNDERSTANDING OF ASSIGNMENT**

It is our understanding that the Village would like to proceed with the design of the necessary improvements for the isolation/metering of the existing water distribution system to the White Pines Area. The main objective for this improvement is to provide the Village with the capability to meter this area separately from the rest of the Village's system.

To accomplish metering the system while maintaining connections to the Village's water system, the following work is anticipated to be required:

- Installation of a total of four (4) check valve and flow meter assemblies at Third Avenue west of Church, Crest Avenue at Church Road, White Pines Road at Church Road and Forest View Road at Church Road.
- Construction of a new 8"-diameter water main on Third Avenue between Briar Lane and the north-south main between Third Avenue and Crest Avenue, just west of Church Road.
- Construction of new water main stubs across Church Street at Crest Avenue, White Pines Road and Forest View Road. The new stubs will reconnect to the existing White Pines water system west of the Church Street right-of-way. The

proposed check valve and flow metering assemblies will be installed on the newly-constructed water main stubs.

- Disconnection of the existing 6-inch water main connections to the 12-inch Church Road water main just south of Crest Ave and between White Pines Road and Forest View road.
- Relocation of an existing fire hydrant from the 6-inch water main on Church Road south of Crest Avenue to the existing 12-inch main on Church Road.

### **SCOPE OF SERVICES**

**Task 1 – Project Survey and Base Sheets:** CBBEL surveying staff will provide the following services to complete a topographic survey for 1,200 linear feet of Third Avenue and the following additional locations:

- Third Avenue west of Church Street
- Crest Avenue at Church Street
- White Pines Road at Church Street
- Forest View Road at Church Street

CBBEL will combine survey information from this task with the topographic survey previously completed during preliminary engineering, to provide a comprehensive, seamless existing conditions base map for the design documents.

**Task 2 – Plans, Specifications and Estimates:** CBBEL will prepare plans, specifications and estimate of cost for the project. The plans and specifications will be submitted to the Village for review. CBBEL will revise plans in accordance with Village comments.

CBBEL will coordinate and prepare the IEPA construction permit required for the project. The permit application will be submitted in a timely manner to facilitate expeditious construction.

**Task 3 – Bidding Assistance:** CBBEL will perform the following Bidding Assistance services:

- Advertisement – CBBEL will prepare the bid advertisement (to be published by Village), distribute plans and specifications to all bidders, and hold a bid opening and pre-bid meeting (if required).
- Preparation of Addenda – CBBEL will field bidder questions and requests for clarification. Based on these questions and request, CBBEL will prepare addenda as necessary to respond to the questions presented. Addenda will be issued to the Village for distribution to the bidders.
- Bid Evaluation Assistance – CBBEL will attend the bid opening and evaluate the bids and bidders to determine if the bids were submitted in accordance with the contract documents and if the bidders are qualified to perform the work.
- Award Recommendation – Base upon the Bid Evaluation, CBBEL will provide a recommendation to the Village for award of the construction contracts including a spreadsheet tabulation of all bids received and opened.

- Contract Administration – CBBEL will assist the Village in preparation of contracts and execution of the contracts and review of contract-related documents provided by the successful bidder.

**ESTIMATE OF FEE**

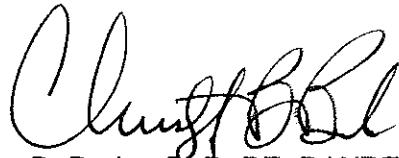
We have determined the following costs for each of the tasks described in this proposal.

TASK	FEE
Task 1 – Project Survey and Base Sheets	\$8,500
Task 2 – Plans, Specifications, Estimates, and Permitting	\$38,000
Task 3 – Bidding Assistance	\$2,500
Direct Costs	\$900
	<b>NOT-TO-EXCEED TOTAL</b>
	<b>\$49,900</b>

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the fee estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE  
President

Encl. Schedule of Charges  
General Terms and Conditions (Village of Bensenville)

THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS & CONDITIONS  
ACCEPTED FOR THE VILLAGE OF BENSENVILLE

BY: 

TITLE: Village President

DATE: 11/24/15

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2015**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	257
Engineer VI	225
Engineer V	185
Engineer IV	148
Engineer III	134
Engineer I/II	106
Survey V	207
Survey IV	175
Survey III	149
Survey II	108
Survey I	84
Engineering Technician V	175
Engineering Technician IV	142
Engineering Technician III	127
Engineering Technician I/II	111
CAD Manager	154
Assistant CAD Manager	135
CAD II	134
CAD I	105
GIS Specialist III	128
GIS Specialist I/II	71
Landscape Architect	148
Environmental Resource Specialist V	189
Environmental Resource Specialist IV	146
Environmental Resource Specialist III	122
Environmental Resource Specialist I/II	100
Environmental Resource Technician	96
Administrative	95
Engineering Intern	57
Information Technician III	113
Information Technician I/II	104

**Direct Costs**

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2015.

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS

1. **Relationship Between Engineer and Client:** Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance With Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. **Governing Law & Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

**Collection Costs.** In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

**Suspension of Services.** If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

**Kotecki Waiver.** Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. **Job Site Safety/Supervision & Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

**RESOLUTION AUTHORIZING THE EXECUTION OF A DESIGN  
ENGINEERING SERVICES CONTRACT FOR THE WHITE PINES WATER  
MAIN REPLACEMENT PROJECT WITH  
CHRISTOPHER B. BURKE ENGINEERING, LTD. IN THE  
NOT-TO-EXCEED AMOUNT OF \$337,378**

WHEREAS the Village of Bensenville provides Lake Michigan water to the residents of the White Pines Subdivision, and

WHEREAS the water distribution system within the White Pines Subdivision has passed its useful life and must be replaced, and

WHEREAS the communication has transpired between the White Pines Civic Association, DuPage County, and the Village to establish the appropriate project scope, project funding, as well as project schedule, and

WHEREAS Christopher B. Burke Engineering, Ltd. (CBBEL) assisted the Village in the past in collecting data and cost estimates for the project, and

WHEREAS CBBEL is the most qualified firm to perform design engineering for the Project, and

WHEREAS CBBEL scope of work will include assisting in Geotechnical investigation, utility coordination, supplemental topographic survey, prepare plan, bid documents, cost estimates, bidding assistance, IEPA revolving loan application, public meetings, and

WHEREAS CBBEL has submitted a proposal in the not-to-exceed amount of \$337,378.

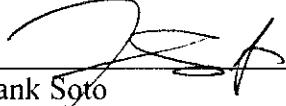
NOW THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

THAT the Village Board authorizes the execution of a design engineering services contract for the White Pines Water Main Replacement Project with Christopher B. Burke Engineering, Ltd. of Rosemont, IL in the amount of \$337,378, and

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents necessary.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, November 24, 2015.

APPROVED:



Frank Soto  
Village President

ATTEST:



Ilsa Rivera-Trujillo  
Village Clerk

AYES: Carmona, DeSimone, Jaworska, Janowiak, O'Connell, Wesseler

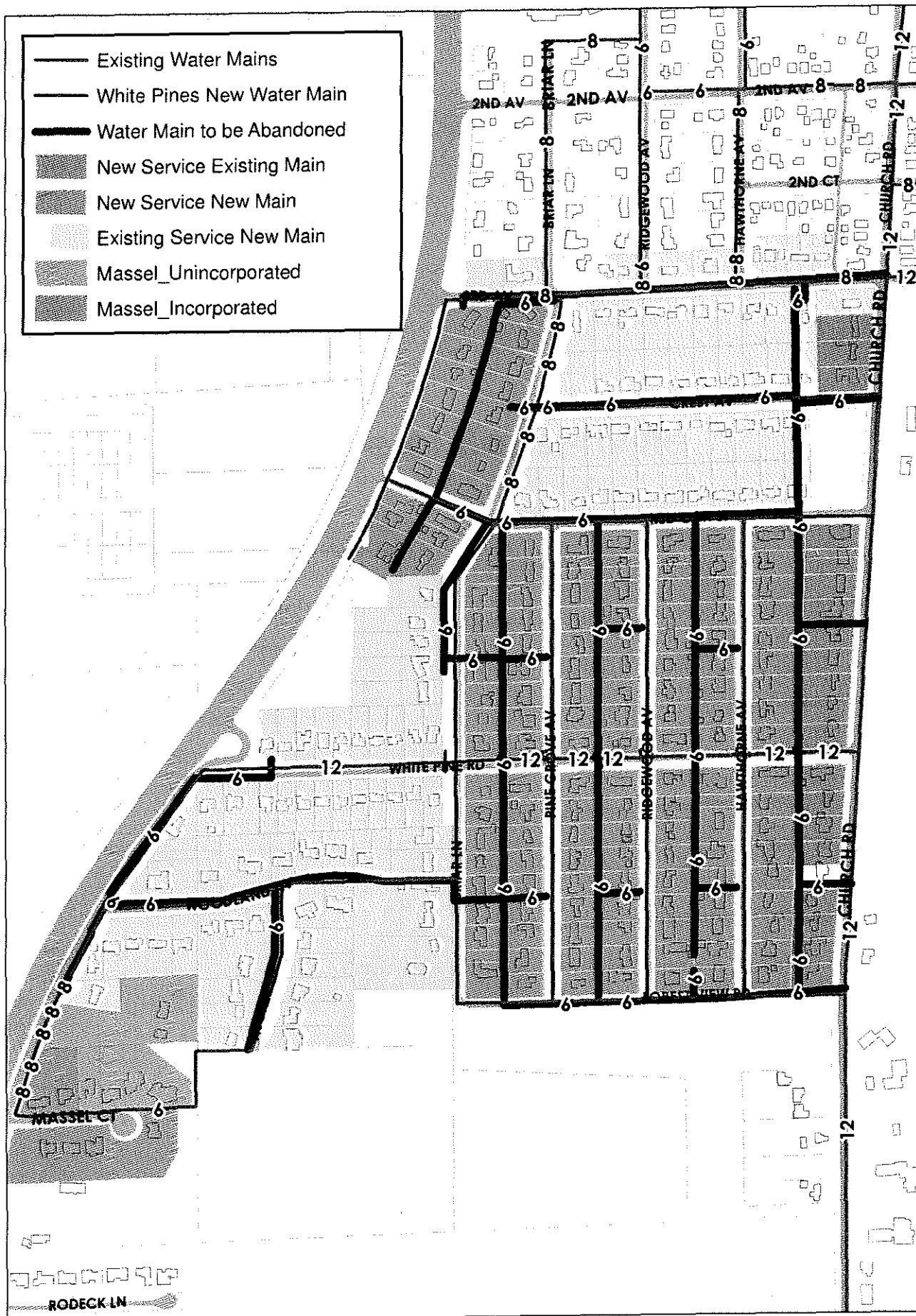
NAYS: None

ABSENT: None



# Village of Bensenville

## White Pines Area Water Mains





**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

November 17, 2015

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

Attention: Mr. Joe Caracci, PE – Director of Public Works

Subject: Proposal for Professional Engineering Services  
White Pines Water Main Rehabilitation  
Village of Bensenville, Illinois

Dear Mr. Caracci:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal to perform professional engineering services related to the design of the White Pines Water Main Rehabilitation project, assistance with IEPA low-interest loan application process, preparation of bidding documents for the subdivision-wide water system improvement project and assistance with bidding services for the Village of Bensenville.

Below is our Understanding of Assignment, Scope of Services and Estimate of Fee.

**UNDERSTANDING OF ASSIGNMENT**

It is our understanding that the Village wishes to rehabilitate the existing water main system located within the White Pines Subdivision due to its failing condition. The White Pines Subdivision is bounded by Third Avenue (Jefferson Street) on the north, Church Road on the east, IL Route 83/Frontage Road on the west and Forest View Road/Woodland Avenue on the south. The existing system is failing at an increasing rate and the existing main locations within the rear yards makes repairs difficult to perform and expensive to restore. The White Pines Subdivision is unincorporated DuPage County (County), and we understand that the Village is in coordination with the DuPage County and the White Pines residents regarding the financing and construction of a new water system. We understand that the Village is considering financing the project by utilizing IEPA low-interest loans.

The Village is seeking professional engineering services to complete the IEPA low-interest loan application process, investigate rehabilitation alternatives, prepare

construction plans, specifications, cost estimates and bidding documents and provide bidding assistance services for the water main rehabilitation project.

## **SCOPE OF SERVICES**

Based on our Understanding of Assignment, CBBEL proposes to provide the following Scope of Services:

### **DESIGN ENGINEERING**

**Task 1: IEPA Loan Application Assistance:** CBBEL will assist the Village in preparing the loan application documents required under the IEPA Loan Program. This includes the Loan Application and documents required as part of the "Financial Information Checklist and Project Financial Requirements", including documentation on the user charge system (O,M&R, water ordinance and rates), dedicated source of revenue for debt obligations, and debt ordinance.

CBBEL will prepare the submittals to the agencies identified in the IEPA Environmental Checklist for Loans to obtain the required environmental sign-offs which include the State Historic Preservation Office and Illinois Department of Natural Resources. This task will also include the submittals to the IEPA including any follow-up in response to any questions/comments that are received from the agencies.

**Task 2 – Field and Data Review:** CBBEL will conduct a site review of the project area to assess existing project conditions, photograph/document key site features and conditions and notify the Village of anticipated design/construction issues. This task will also include walking the entire project limits with the topographic survey that was completed in 2008 for the project to identify any existing improvements or features that have changed substantively. Supplemental topographic survey will be performed in these areas as outlined in Task 3.

CBBEL will collect, examine, review and evaluate data to be utilized for the development of the proposed improvements. This data will include the following:

- Existing studies and reports
- Utility atlases
- Existing design plans and as-built plans
- Existing right-of-way information and subdivision plats
- Preliminary engineering documents
- Preliminary cost estimates
- Village Standards and Specifications
- Village Standard Construction Contract and Special Provisions

**Task 3 – Supplemental Topographic Survey:** CBBEL originally surveyed the majority of the subdivision in 2008. Based on the findings of the field and data review, CBBEL will

perform additional topographic survey to pick up project areas that were not included in or have been improved/modified from the survey performed during the preliminary engineering design phase. Areas not originally surveyed to be surveyed as part of this task include:

- White Pines Road between Briar Lane and Frontage Road (1,050 feet)
- Frontage Road between White Pines Road and Massel Court (1,600 feet)
- East parkway of IL Route 83 from Red Oak Street to 350' south of Red Oak Street (350 feet).

Survey of Massel Court is excluded from this task.

CBBEL will combine survey information from this task with the topographic survey previously completed during preliminary engineering, to provide a comprehensive, seamless existing conditions base map for the design documents.

Task 4 – Geotechnical Investigation: CBBEL's subconsultant, Testing Service Corporation (TSC) will obtain twelve (12) soil borings to determine the existing cross-section of the pavements and subsurface soil conditions within the project area. Borings will be drilled to a depth of approximately eight (8) feet. TSC will prepare a report describing existing soil conditions and make recommendations for remediation. The report will be performed by a soils engineer and reviewed by CBBEL.

The soil will also be tested for potential contaminants. TSC will perform investigation and testing work necessary to substantiate completion of IEPA Form LPC-662 or LPC-663. This work will include collection/preservation of soil samples and conducting a search to identify any Potentially Impacted Properties (PIPs). If PIPs are not present, TSC will perform the requisite pH test and provide the Village with the documentation necessary to sign Form LPC-662. If PIPs are identified, TSC will perform the additional required testing and provide signed LPC-663 forms to the Village for use during construction. TSC will provide a list of dump sites that will accept the material identified in the PIP. The list shall be included in the Geotech report.

Task 5 – Utility Coordination: CBBEL will send the plans to all known utility companies for their review. Based on the information received from the utility companies CBBEL will mark the locations of their facilities on the plans. CBBEL will design the proposed improvements to minimize utility conflicts.

Task 6 – Alternatives Analysis & Technical Memorandum: Based upon the project survey, site visit and other information obtained, CBBEL will evaluate alternative water main rehabilitation approaches for the proposed project, including but not limited to main replacement, main lining and directional boring. CBBEL will prepare a summary of advantages, disadvantages and costs associated with each approach with respect to extent of water system improvement, constructability, ease of future maintenance, etc.

The results of this study will be summarized in a Technical Memorandum that will be submitted to the Village for review, comment and approval.

**Task 7 – Pre-Final Plans, Specifications and Estimate (75%)**: CBBEL will prepare pre-final contract documents consisting of plans, specifications, estimate of time, status of utilities to be adjusted and an estimate of construction cost. The plans will be prepared in accordance with Village and IDOT design criteria.

CBBEL will use IDOT standard pay items or Village standard special provisions where applicable. Otherwise, project-specific special provisions will be written as needed. Plans, special provisions, and the estimate of cost will be submitted to the Village and any review agencies for review.

The plans will provide pay items and typical details for water service work to be completed on private property, but design of specific improvements on specific properties, or work related to easement acquisition, are excluded from this scope.

CBBEL will submit a permit application to IEPA for the construction of water main improvements. A permit will be obtained from IDOT for work within the IL-83 and Frontage Road rights-of-way. A permit, if required, will be obtained from Addison Township for work to be completed within rights-of-way over which they have jurisdiction. The permit applications will be submitted in a timely manner to facilitate expeditious construction.

**Task 8 – Final Plans, Specifications and Estimate (95%)**: Upon meeting with Village staff and any review agencies to review their comments on the pre-final submittal, CBBEL will revise and finalize the contract documents and cost estimate. During this task, the exact letting date will be determined and an estimated construction schedule will be provided. The plans will be submitted to the Village and any review agencies for review and approval.

**Task 9 – Bid Plans, Specifications and Estimate (100%)**: CBBEL will make revisions to the final submittal based on Village and any review agency final review comments. The requested number of copies of plans and specifications will be submitted the Village and any review agencies for their files. A final estimate of cost and estimate of required working days will also be submitted. In addition to printed copies, we will provide the plans, specifications and estimate to the Village in electronic format (CAD and PDF).

CBBEL will provide final reproducible drawings and specifications to be issued to prospective bidders.

**Task 10 – Stormwater Pollution Prevention Plan (SWPPP)**: CBBEL will prepare and submit a Notice of Intent (NOI) to the IEPA for the project site. In addition, CBBEL will prepare a SWPPP for the project in accordance with Part IV of the General NPDES Permit No. ILR10. Please note that completion of this task will require input from the

project engineer and signed certification statements from all contractors, subcontractors, and the operator as identified in the SWPPP. This task also covers the submittal of an electronic copy of the SWPPP to the IEPA. As required by the NPDES Phase II Storm Water Construction General Permit (ILR10), an up-to-date copy of the SWPPP must be maintained on the project site during construction activities.

Task 11 – Bidding Assistance: CBBEL will perform the following Bidding Assistance services:

- Advertisement – CBBEL will prepare the bid advertisement (to be published by Village), distribute plans and specifications to all bidders, and hold a bid opening and pre-bid meeting (if required).
- Preparation of Addenda – CBBEL will field bidder questions and requests for clarification. Based on these questions and request, CBBEL will prepare addenda as necessary to respond to the questions presented. Addenda will be issued to the Village for distribution to the bidders.
- Bid Evaluation Assistance – CBBEL will attend the bid opening and evaluate the bids and bidders to determine if the bids were submitted in accordance with the contract documents and if the bidders are qualified to perform the work.
- Award Recommendation – Base upon the Bid Evaluation, CBBEL will provide a recommendation to the Village for award of the construction contracts including a spreadsheet tabulation of all bids received and opened.
- Contract Administration – CBBEL will assist the Village in preparation of contracts and execution of the contracts and review of contract-related documents provided by the successful bidder.

Task 12 – Project Meetings: CBBEL has assumed that two (2) design coordination/review meetings will be required with the Village and/or other project stakeholders. Additionally, CBBEL has assumed that our attendance will be required at two (2) public meetings related to the design and construction of the project.

CBBEL will prepare agendas, presentations and meeting exhibits as requested by the Village. Following attendance at each meeting, CBBEL will prepare meeting summaries.

### NOT-TO-EXCEED FEE

CBBEL proposes to complete the Scope of Work for the below listed fees:

<u>DESCRIPTION</u>	<u>FEE</u>
Task 1 – IEPA Loan Application Assistance	\$ 7,968.13
Task 2 – Field & Data Review	\$ 8,752.13
Task 3 – Supplemental Topographic Survey	\$ 26,417.44
Task 4 – Geotechnical Investigation	\$ 10,000.00
Task 5 – Utility Coordination	\$ 5,131.39
Task 6 – Alternatives Analysis & Technical Memorandum	\$ 5,000.00
Task 7 – Pre-Final Plans, Specs and Estimate (75%)	\$ 170,136.56
Task 8 – Final Plans, Specs and Estimate (95%)	\$ 66,979.28
Task 9 – Bid Plans, Specs and Estimate (100%)	\$ 18,491.02
Task 10 – Stormwater Pollution Prevention Plan	\$ 3,078.66
Task 11 – Bidding Assistance	\$ 4,839.30
Task 12 – Project Meetings	\$ 7,583.30
Direct Costs	\$ 3,000.00
<b>TOTAL NOT-TO EXCEED FEE</b>	<b>\$337,377.21</b>

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions, both of which are expressly incorporated into and are an integral part of this contract for Professional Engineering Services. The Scope of Services described above and related Estimated Work Effort are based on information known to date. It shall be understood that CBBEL shall be allowed the opportunity to adjust the Estimated Work Effort as additional information about this project is obtained and/or our level of participation increases beyond that for which has been budgeted. It should be emphasized that any engineering services performed for tasks not included in this proposal and/or beyond customary efforts as well as for any additional meetings/consultation not specifically scheduled in this proposal shall be billed to you on a time and materials basis. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation have been included in the Estimated Work Effort as an "Allowance". Direct expenses beyond the "Allowance" will be billed to you based upon the attached Schedule of Charges on a time and materials basis.

The contact person for this proposal is Mr. Bryan M. Welch, PE, Project Manager, in our Rosemont, Illinois office. He has been selected for this project to provide you with individualized dedicated services. Mr. Welch may be contacted at our Rosemont office to answer any of your questions regarding this Proposal.

We appreciate the opportunity to be considered for this project and look forward to working together with the Village of Bensenville on this project.

We trust that you will find this proposal responsive to your request. If this proposal meets with your approval, please sign both copies and return one copy of this agreement as an indication of your acceptance and notice to proceed. Should you have any questions, please do not hesitate to call.

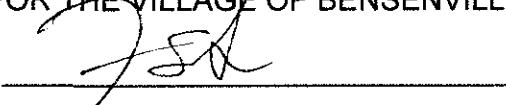
Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE  
President

Attachments: Schedule of Charges  
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS & CONDITIONS  
ACCEPTED FOR THE VILLAGE OF BENSENVILLE.

BY: 

TITLE: Village President

DATE: 11/24/15

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2015**

	Charges*
	(\$/Hr)
<u>Personnel</u>	
Principal	257
Engineer VI	225
Engineer V	185
Engineer IV	148
Engineer III	134
Engineer I/II	106
Survey V	207
Survey IV	175
Survey III	149
Survey II	108
Survey I	84
Engineering Technician V	175
Engineering Technician IV	142
Engineering Technician III	127
Engineering Technician I/II	111
CAD Manager	154
Assistant CAD Manager	135
CAD II	134
CAD I	105
GIS Specialist III	128
GIS Specialist I/II	71
Landscape Architect	148
Environmental Resource Specialist V	189
Environmental Resource Specialist IV	146
Environmental Resource Specialist III	122
Environmental Resource Specialist I/II	100
Environmental Resource Technician	96
Administrative	95
Engineering Intern	57
Information Technician III	113
Information Technician I/II	104

**Direct Costs**

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2015.

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS

1. **Relationship Between Engineer and Client:** Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance With Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. **Governing Law & Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

**Collection Costs.** In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

**Suspension of Services.** If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.



# BENSENVILLE

WHERE OPPORTUNITY TAKES OFF

WHERE OPPORTUNITY TAKES OFF

**TAX EXEMPTION NUMBER**

## Purchase Order

Fiscal Year 2016 Page 1 of 1

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20160350-00

Please enter our order in accordance with prices, delivery and specifications given.

Please include purchase order number on all correspondence.

**B  
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T** VILLAGE OF BENSENVILLE  
ATTN: ACCOUNTS PAYABLE  
12 SOUTH CENTER STREET  
BENSENVILLE, IL 60106-1987  
PHONE: (630) 766-8200

CHRISTOPHER B BURKE ENGINEERING LTD  
SUITE 600  
9575 W. HIGGINS ROAD  
ROSEMONT IL 60018

S  
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P PUBLIC WORK  
717 EAST JEFFERSON  
BENSENVILLE, IL 60106

**CONDITIONS - READ CAREFULLY**

1. The right is reserved to cancel this order if not filled within the contract time, if specified.
2. The conditions of this order are not to be modified by any verbal understanding.
3. Acceptance of this order includes Acceptance of all terms, prices, delivery instructions, specifications and conditions stated.
4. INVOICES AND PACKAGES MUST BEAR THIS ORDER NUMBER.
5. THE CITY ASSUMES NO RESPONSIBILITY FOR GOOD DELIVERED WITHOUT THE AUTHORITY OF A PROPERLY EXECUTED PURCHASE ORDER.  
PLEASE FORWARD ALL INVOICES TO:

**Village of Bensenville  
ATTN: Accounts Payable  
12 S. Center Street  
Bensenville, IL 60160**

DEPARTMENT COPY

**\$321,514.26**

**Interim Village Manager Approval:**

Authorized By:

Ted W

**IMPORTANT** - To receive payment all invoices and shipping labels must show purchase order number.

**Christopher Burke Engineering Ltd.  
White Pines Water Main Replacement**

<b>R-141-15</b>	<b>\$ 337,378.00</b>
<b>Invoice 126669</b>	<b>\$ (15,863.74)</b>
<b>Invoice 127328</b>	<b>\$ (18,210.21)</b>
<b>Invoice 127737</b>	<b>\$ (23,720.14)</b>
<b>Invoice 128266</b>	<b>\$ (3,681.62)</b>
<b>PO 20160350</b>	<b>\$ 275,902.29</b>

W. Burke

Engineers Signature

4/14/16

Date

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Directors Signature

\_\_\_\_\_  
Date







**BENSENVILLE**  
WHERE OPPORTUNITY TAKES OFF

# Purchase Order

Fiscal Year 2016

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase  
Order #

**20160350-00**

Please enter our order in accordance with prices,  
delivery and specifications given.

Please include purchase order number on all  
correspondence.

**B  
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TO**

VILLAGE OF BENSENVILLE  
ATTN: ACCOUNTS PAYABLE  
12 SOUTH CENTER STREET  
BENSENVILLE, IL 60106-1987  
PHONE: (630) 766-8200

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CHRISTOPHER B BURKE ENGINEERING LTD  
SUITE 600  
9575 W. HIGGINS ROAD  
ROSEMONT IL 60018

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PUBLIC WORK  
717 EAST JEFFERSON  
BENSENVILLE, IL 60106

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference			
847-823-0500		20160169				
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location	
02/12/2016	2738				PUBLIC WORKS	
Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price	
R-141-15 ENG SERV FOR WHITE PI						
1	REPLACEMENT PROJECT REMAINING BALANCE FROM PO20154685 51500000 - 536510 - 12205	321514.3	EACH	\$1.000	\$321,514.26	
	2-12-16 Inv. 127328 #18,210.21 8-22-16 Invoice 127787 \$23,720.44					

**RECEIVED**

MAR 22 2016

FINANCIAL DEPT 2016

#### CONDITIONS - READ CAREFULLY

1. The right is reserved to cancel this order if not filled within the contract time, if specified.
2. The conditions of this order are not to be modified by any verbal understanding.
3. Acceptance of this order includes Acceptance of all terms, prices, delivery instructions, specifications and conditions stated.
4. INVOICES AND PACKAGES MUST BEAR THIS ORDER NUMBER.
5. THE CITY ASSUMES NO RESPONSIBILITY FOR GOOD DELIVERED WITHOUT THE AUTHORITY OF A PROPERLY EXECUTED PURCHASE ORDER.

PLEASE FORWARD ALL INVOICES TO:

Village of Bensenville  
ATTN: Accounts Payable  
12 S. Center Street  
Bensenville, IL 60160

DEPARTMENT COPY

**PO Total** **\$321,514.26**

Interim Village Manager Approval:

Authorized By:

**IMPORTANT** - To receive payment all invoices and  
shipping labels must show purchase order number.

**Christopher Burke Engineering Ltd.**  
**White Pines Water Main Replacement**

<b>R-141-15</b>	<b>\$ 337,378.00</b>
<b>Invoice 126669</b>	<b>\$ (15,863.74)</b>
<b>Invoice 127328</b>	<b>\$ (18,210.21)</b>
<b>Invoice 127737</b>	<b>\$ (23,720.14)</b>
<b>PO 20160350</b>	<b>\$ 279,583.91</b>

  
Engineers Signature

3/11/16  
Date

  
Directors Signature

Date









TAX EXEMPTION NUMBER [REDACTED]

# Purchase Order

Fiscal Year 2015 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20154685-00

Please enter our order in accordance with prices,  
delivery and specifications given.

Please include purchase order number on all  
correspondence.

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VILLAGE OF BENSENVILLE  
ATTN: ACCOUNTS PAYABLE  
12 SOUTH CENTER STREET  
BENSENVILLE, IL 60106-1987  
PHONE: (630) 766-8200

**V  
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CHRISTOPHER B BURKE ENGINEERING LTD  
SUITE 600  
9575 W. HIGGINS ROAD  
ROSEMONT IL 60018

**S  
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PUBLIC WORK  
717 EAST JEFFERSON  
BENSENVILLE, IL 60106

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location	
12/10/2015	2738					PUBLIC WORKS
Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price	
1	R-141-15 ENG SERV. WHITE PINES DESIGN ENGINEERING SERVICES 51500000 - 536510 - 12205 12-11-15 Invoice 126140 12-16 Invoice 126669 12-22-16 Remaining Balance 319,436.46	\$337,378.00 2077.60 15,863.74	EACH	\$1.000	\$337,378.00	Carry over 2016
						2016

## CONDITIONS - READ CAREFULLY

1. The right is reserved to cancel this order if not filled within the contract time, if specified.
2. The conditions of this order are not to be modified by any verbal understanding.
3. Acceptance of this order includes Acceptance of all terms, prices, delivery instructions, specifications and conditions stated.
4. INVOICES AND PACKAGES MUST BEAR THIS ORDER NUMBER.
5. THE CITY ASSUMES NO RESPONSIBILITY FOR GOOD DELIVERED WITHOUT THE AUTHORITY OF A PROPERLY EXECUTED PURCHASE ORDER.

PLEASE FORWARD ALL INVOICES TO:

Village of Bensenville  
ATTN: Accounts Payable  
12 S. Center Street  
Bensenville, IL 60160

DEPARTMENT COPY

**PO Total** \$337,378.00

Interim Village Manager Approval:

Authorized By:

**IMPORTANT** - To receive payment all invoices and shipping labels must show purchase order number.

**Christopher Burke Engineering Ltd.**  
**White Pines Water Main Replacement**

<b>R-141-15</b>	<b>\$ 337,378.00</b>
<b>Invoice 126669</b>	<b>\$ (14,266.74)</b>
<i>Inv 126140</i>	<i>12,077.50</i>
<b>PO 20155127 20154685</b>	<b>\$ 323,111.26</b>

  
Engineers Signature

  
Directors Signature

1/20/16  
Date

1/20/16  
Date







TAX EXEMPTION NUMBER [REDACTED]

## Purchase Order

Fiscal Year 2016 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES  
PACKAGES AND SHIPPING PAPERS

Purchase Order # 20160116-00

Please enter our order in accordance with prices,  
delivery and specifications given.Please include purchase order number on all  
correspondence

**BILL TO**  
 VILLAGE OF BENSENVILLE  
 ATTN: ACCOUNTS PAYABLE  
 12 SOUTH CENTER STREET  
 BENSENVILLE, IL 60106-1987  
 PHONE: (630) 766-8200

**VEN DOR**  
 CHRISTOPHER B BURKE ENGINEERING LTD  
 SUITE 600  
 9575 W. HIGGINS ROAD  
 ROSEMONT IL 60018

**SHIP TO**  
 PUBLIC WORK  
 717 EAST JEFFERSON  
 BENSENVILLE, IL 60106

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference				
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location				
01/25/2016	2738					PUBLIC WORKS				
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price			
1	R-140-15 ENG SERV FOR WHITE PI ISOLATON/METERING 51500000 - 536510 - 12205 Balance remaining from P.O. 2015-5126			43443.0	EACH	\$1.000	\$43,442.98			
	2-1-16 Invoice 127327 3-22-16 Invoice 127736 4-15-16 Invoice 128265 6-15-16 Invoice 129075			\$43,442.98						
				# 11,001.87						
				\$ 13,510.29						
				\$ 6,140.01						
				\$ 2,361.92						

RECEIVED

JUN 13 2016

FINANCIAL DEPARTMENT

PO Total \$43,442.98

Interim Village Manager Approval:

Authorized By: IMPORTANT - To receive payment all invoices and  
shipping labels must show purchase order number.

## CONDITIONS - READ CAREFULLY

- The right is reserved to cancel this order if not filled within the contract time, if specified.
- The conditions of this order are not to be modified by any verbal understanding.
- Acceptance of this order includes Acceptance of all terms, prices, delivery instructions, specifications and conditions stated.
- INVOICES AND PACKAGES MUST BEAR THIS ORDER NUMBER.
- THE CITY ASSUMES NO RESPONSIBILITY FOR GOOD DELIVERED WITHOUT THE AUTHORITY OF A PROPERLY EXECUTED PURCHASE ORDER.

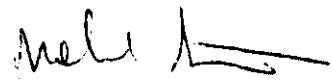
PLEASE FORWARD ALL INVOICES TO:

Village of Bensenville  
 ATTN: Accounts Payable  
 12 S. Center Street  
 Bensenville, IL 60160

DEPARTMENT COPY

**Christopher Burke Engineering Ltd.  
White Pines Water Main Isolation**

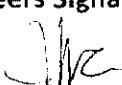
<b>R-140-15</b>	<b>\$ 49,900.00</b>
<b>Invoice 126668</b>	<b>\$ (6,457.02)</b>
<b>Invoice 127327</b>	<b>\$ (11,001.87)</b>
<b>Invoice 127736</b>	<b>\$ (13,510.29)</b>
<b>Invoice 128265</b>	<b>\$ (6,140.01)</b>
<b>Invoice 129075</b>	<b>\$ (2,361.92)</b>
<b>PO 20160116</b>	<b>\$ 10,428.89</b>



Engineers Signature

5/23/16

Date



Directors Signature

Date







TAX EXEMPTION NUMBER [REDACTED]

## Purchase Order

Fiscal Year 2016

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20160116-00

Please enter our order in accordance with prices,  
delivery and specifications given.Please include purchase order number on all  
correspondence.

**B  
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TO**  
VILLAGE OF BENSENVILLE  
ATTN: ACCOUNTS PAYABLE  
12 SOUTH CENTER STREET  
BENSENVILLE, IL 60106-1987  
PHONE: (630) 766-8200

**V  
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CHRISTOPHER B BURKE ENGINEERING LTD  
SUITE 600  
9575 W. HIGGINS ROAD  
ROSEMONT IL 60018

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PUBLIC WORK  
717 EAST JEFFERSON  
BENSENVILLE, IL 60106

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference		
847-823-0500		20160168	Freight Method/Terms		Department/Location
Date Ordered	Vendor Number	Date Required			PUBLIC WORKS
01/25/2016	2738		Qty	UOM	Unit Price
Item#	Description/Part No.				Extended Price
1	R-140-15 ENG SERV FOR WHITE PI ISOLATON/METERING 51500000 - 536510 - 12205	\$43,442.98 Balance remaining from P.O. 2015 5126	43443.0	EACH	\$1,000
	2-1-16 Invoice 127327	# 11,001.87			\$43,442.98
	3-22-16 Invoice 127736	# 13,510.29			
	4-15-16 Invoice 128265	# 6,140.01			
					APR 15 2016

## CONDITIONS - READ CAREFULLY

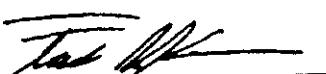
1. The right is reserved to cancel this order if not filled within the contract time, if specified.
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4. INVOICES AND PACKAGES MUST BEAR THIS ORDER NUMBER.
5. THE CITY ASSUMES NO RESPONSIBILITY FOR GOOD DELIVERED WITHOUT THE AUTHORITY OF A PROPERLY EXECUTED PURCHASE ORDER.

PLEASE FORWARD ALL INVOICES TO:

Village of Bensenville  
ATTN: Accounts Payable  
12 S. Center Street  
Bensenville, IL 60160

PO Total \$43,442.98

Interim Village Manager Approval:

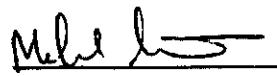
Authorized By: 

IMPORTANT - To receive payment all invoices and shipping labels must show purchase order number.

DEPARTMENT COPY

**Christopher Burke Engineering Ltd.  
White Pines Water Main Isolation**

<b>R-140-15</b>	<b>\$ 49,900.00</b>
<b>Invoice 126668</b>	<b>\$ (6,457.02)</b>
<b>Invoice 127327</b>	<b>\$ (11,001.87)</b>
<b>Invoice 127736</b>	<b>\$ (13,510.29)</b>
<b>Invoice 128265</b>	<b>\$ (6,140.01)</b>
<b>PO 20155126 20160116</b>	<b>\$ 12,790.81</b>

  
Engineers Signature

4/14/16  
Date

Directors Signature

Date





# BENSENVILLE

WHERE OPPORTUNITY TAKES OFF

WHERE OPPORTUNITY TAKES OFF

**TAX EXEMPTION NUMBER**

# Purchase Order

Fiscal Year 2016 Page 1 of 1

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20160116-00

Please enter our order in accordance with prices, delivery and specifications given.

Please include purchase order number on all correspondence.

**VILLAGE OF BENSENVILLE  
ATTN: ACCOUNTS PAYABLE  
12 SOUTH CENTER STREET  
BENSENVILLE, IL 60106-1987  
PHONE: (630) 766-8200**

CHRISTOPHER B BURKE ENGINEERING LTD  
SUITE 600  
9575 W. HIGGINS ROAD  
ROSEMONT IL 60018

S PUBLIC WORK  
H 717 EAST JEFFERSON  
I BENSENVILLE, IL 60106  
D

**CONDITIONS - READ CAREFULLY**

1. The right is reserved to cancel this order if not filled within the contract time, if specified.
2. The conditions of this order are not to be modified by any verbal understanding.
3. Acceptance of this order includes Acceptance of all terms, prices, delivery instructions, specifications and conditions stated.
4. INVOICES AND PACKAGES MUST BEAR THIS ORDER NUMBER.
5. THE CITY ASSUMES NO RESPONSIBILITY FOR GOOD DELIVERED WITHOUT THE AUTHORITY OF A PROPERLY EXECUTED PURCHASE ORDER.

PLEASE FORWARD ALL INVOICES TO:

**Village of Bensenville  
ATTN: Accounts Payable  
12 S. Center Street  
Bensenville, IL 60160**

PO Total \$43,442.98

**Interim Village Manager Approval:**

Authorized By:



**IMPORTANT -** To receive payment all invoices and shipping labels must show purchase order number.

**DEPARTMENT COPY**

**Christopher Burke Engineering Ltd.**  
**White Pines Water Main Isolation**

<b>R-140-15</b>	<b>\$ 49,900.00</b>
<b>Invoice 126668</b>	<b>\$ (6,457.02)</b>
<b>Invoice 127327</b>	<b>\$ (11,001.87)</b>
<b>PO 20155126</b>	<b>\$ 32,441.11</b>

  
Engineers Signature

2/10/16  
Date

  
Directors Signature

Date



---

**From:** Evan Summers  
**Sent:** Tuesday, February 26, 2019 3:47 PM  
**To:** Corey Williamsen  
**Subject:** FW: Deals of the Village

---

**From:** Evan Summers  
**Sent:** Tuesday, September 18, 2018 9:54 AM  
**To:** Brill Jim and Debbie [REDACTED] >; EDWARD ZMORZYNSKI [REDACTED]  
**Cc:** Mary Ribando <MRibando@bensenville.il.us>; Frank DeSimone <FDeSimone@bensenville.il.us>  
**Subject:** RE: Deals of the Village

Jim and Edward,

I wanted to touch base with you to revise one of our previous responses. We spent the last few days working with the Ride DuPage program administrator and Joe Caracci was able to get them to agree to add trips to O'Hare airport as included in our sponsorship agreement. That means that seniors or disabled individuals will be able to take trips to the airport for \$2 +\$1 per mile. We are the only Ride DuPage sponsor that allows for this.

Sincerely,

eks

---

**From:** Brill Jim and Debbie [REDACTED]  
**Sent:** Friday, September 14, 2018 10:49 AM  
**To:** EDWARD ZMORZYNSKI [REDACTED] >; Evan Summers <[ESummers@bensenville.il.us](mailto:ESummers@bensenville.il.us)>  
**Cc:** Mary Ribando <[MRibando@bensenville.il.us](mailto:MRibando@bensenville.il.us)>; Frank DeSimone <[FDeSimone@bensenville.il.us](mailto:FDeSimone@bensenville.il.us)>  
**Subject:** RE: Deals of the Village

Evan,

Can we get a couple clarifications on the following?

1. Under senior savings you have a \$1.54 discount per month on their water bill. Is this per 1000 gallon rate or on the total bill? Is this off the Bensenville rate or do we multiply this by the 275% to equal \$4.23? On the total bill is kind of embarrassing to put out there.
2. The Ride DuPage rates quoted are different then those published on their site. Your \$1 per mile isn't much of a discount for seniors. The following is directly from the Ride DuPage site: *8. Ride Fares Your trip cost will be confirmed by the call taker upon scheduling your ride. Be sure to have the exact fare in cash. The fare policy is determined by the sponsor. \$4.00 each way to DuPage County Community Services, 421 N. County Farm Road, Wheaton. \$4.00 each way to the DuPage County Health Department main office, 111 N. County Farm Road, Wheaton. All other trips are \$1.50 for the first six (6) miles, then \$1.50 per mile over the six (6) miles.*
3. Also aren't the Ride DuPage rates available to anyone in DuPage? So it really isn't a extra benefit from the village once it is switched over?

Thanks,

Jim

Sent from [Mail](#) for Windows 10

**From:** EDWARD ZMORZYNSKI [REDACTED]  
**Sent:** Thursday, September 13, 2018 1:09:05 PM  
**To:** Evan Summers  
**Cc:** Mary Ribando; Brill Jim and Debbie; Frank DeSimone  
**Subject:** RE: Deals of the Village

Thank you for the information, we will use what was provided and share with residents.

Ed

On September 13, 2018 at 11:50 AM Evan Summers <[ESummers@bensenville.il.us](mailto:ESummers@bensenville.il.us)> wrote:

Mr. Zmorzynski and Mr. Brill,

On behalf of Village President DeSimone, thank you for your questions that you submitted on Tuesday. I have attempted to answer the questions below. The Village's responses are noted in red. Several of the responses refer to documents which I have attached to this email. I appreciate your questions and hope that these responses help with the decision making of White Pines Residents. If you have any additional questions or require further clarification, please don't hesitate to ask.

Respectfully,

eks

**Evan K. Summers**

Village Manager



12 South Center Street, Bensenville, IL 60106  
P: 630.350.3420 F: 630.350.1105

---

**From:** Ed Zmorzynski [REDACTED]  
**Sent:** Tuesday, September 11, 2018 7:29 AM  
**To:** Village President <[VPresident@bensenville.il.us](mailto:VPresident@bensenville.il.us)>; Mary Ribando <[MRibando@bensenville.il.us](mailto:MRibando@bensenville.il.us)>  
**Cc:** Ed Zmorzynski <[sptrades@comcast.net](mailto:sptrades@comcast.net)>  
**Subject:** FW: Deals of the Village

Hello Frank DeSimone and Evan Summers,

I have been talking with Jim Brill about putting together information to help with the annexation process. I think putting together a list of pro's and con's might help the residents make a more informed decision. I am asking for some details to the questions below to show what we might gain from the annexation.

I know you both are extremely busy, but additional information might help the cause. I thank you in advance for your assistance.

Ed Zmorzynski  
Whitepines resident.

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**From:** Ed Zmorzynski [REDACTED]  
**Sent:** Monday, September 10, 2018 6:56 PM  
**To:** Ed Zmorzynski <[ed@parkonect.com](mailto:ed@parkonect.com)>  
**Subject:** Annexation to the Village

1- What are the sizes of the water and sewer lines

- a. Proposed Water Main- Refer to attachment, "White Pines Main Replacement – Proposed.pdf"  
Existing Water Main- Refer to attachment, "White Pines Water Parcels Existing WM – Existing Conditions with Age.pdf"
- b. Proposed Sewer Main- The sewer sanitary sewer system will not be impacted in this project.  
Existing Sewer Main- Refer to attachment "White Pines SSA Sanitary.pdf"

2- What will the fire hydrant main change to?

- a. Existing – [Unclear on term, "Fire Hydrant Main."]
- b. Projected – New water mains will receive new fire hydrants.

3- Do you have a listing or a map of the last hydrants pressure readings? This can provide valuable visual of whose home can be affected by low pressure or delay of running longer lines to hydrants that work.  
Existing – Refer to attachment, "White Pines Fire Flow Analysis – Existing.pdf"  
Projected – Refer to attachment, "White Pines Fire Flow Analysis – Proposed.pdf"

4- If White Pines decides to go with American Water, in what manner will the water rate per 1k gals. be affected?

- a. Change with increase
- b. Remain the same
- c. Will not provide, an alternate must be pursued

The Village of Bensenville has never been provided a formal inquiry from Illinois American Water on water rates. Any proposal circulated is merely conjecture on their part and residents should seriously question the legitimacy of a proposal that does not have an allocation of water.

5- The cost for fire fighters to show up in case of an actual fire

- a. Non-resident – Paid for by property taxes.
- b. Resident – Paid for by property taxes

6- The cost of Ambulance service

- a. Non-resident
- b. Resident

Chief Spain of the Bensenville Fire Protection District #2 has furnished an explanation of ambulance service rates on the attachment entitled, "BFPD EMS Rates."

7- Police service, how will this change?

Village of Bensenville will patrol the neighborhood and will respond to all calls from annexed residences.

The Village police force has the highest Illinois Law Enforcement Accreditation Program (ILEAP 2) certification possible. The Village anticipates the Commission on Accreditation for Law Enforcement (CALEA) will credential our police department early next year – this is the highest level of accreditation in the country.

8- Please outline the refuse service cost for the various options

Regular - \$24.78 per month  
Senior - \$21.07 per month.

This rate is expected to be reduced starting January 1, 2018.

The rate includes Refuse, recycling and yard waste.

9- Please provide the adjusted Com Ed rate the village provides

- a. Peak hours

The Village does not have peak vs. non-peak electrical agreements. Residents wishing

to take part in ComEd's Hourly Pricing Program are free to enroll on their own with ComEd.

b. Non-Peak hours

The Village has a negotiated supply rate of 7.19¢ fixed with rate guarantee. The rate guarantee ensures that the negotiated rate will never go above the ComEd rate.

10- How will the tax rate change for residents willing to annex?

The below is an example for a \$200,000 house as incorporated as well as unincorporated resident:

Details	(Incorporated)		(Unincorporated)	
	After Annexation	Before Annexation		
House Value	\$ 200,000.00	\$ 200,000.00		
Equalized Value (1/3)	\$ 66,666.67	\$ 66,666.67		
Homestead Exemption	\$ (6,000.00)	\$ (6,000.00)		
Net EAV	\$ 60,666.67	\$ 60,666.67		
Tax Rate		9.3195%		7.9676%
Total Tax	\$ 5,653.83	\$ 4,833.68		
Extra Tax Burden	\$ 820.15			
Village Tax	\$ 580.70			
Fire Dist. 2 Tax	\$ 490.57			
Fire Dist. 1 Tax	\$ (211.12)			
Total	\$ 820.15			

11- Where can seniors expect to see savings?

- Monthly Senior Luncheon; \$16 meal for \$4. (Age 55+)
- \$1.54 discount per month on their water bill (Age 65+)
- 15% discount on the monthly refuse bill, \$21.07/month adj. (Age 65+)
- 50/50 Senior Grass Cutting Program (Age 65+)
- 50/50 Senior Snow Plowing Program (Age 65+)
- \$1.00 for 2-year vehicle sticker (Age 65+)
- Discounted movie tickets at Theatre (Age 65+)

12- In the event a resident decides to sell, will the balance of the agreement carry forward for the new owner?

Annexation agreements are tied to the property and recorded with the County for a 20-year term in accordance with State statute.

13- Village sticker cost

- a. Non-Senior: \$32 by mail or in person. \$30 if purchased online
- b. Senior: \$1.00 for 2-year sticker

14- Dial-a-Bus service cost of service

- a. Non-resident: Not Available
- b. Resident: \$1 rides for Seniors; \$5 rides for non-senior residents (Village of Bensenville corporate boundaries only)

\*The Village will be replacing the Dial-a-Bus with Ride DuPage. The full cutover is expected to occur in January 2019. The Ride DuPage program allows for 24/7 transportation throughout DuPage County. The cost for Ride DuPage is \$2 per ride + \$1 per mile. Ride sharing reduces rates proportionally.

15- What other services can we expect to see provided from residents willing to annex?

- Reduced Garbage Rate
- Reduced Electric Supply Rate
- Localized:
  - Police
  - Permitting
  - Mosquito Abatement (Public Works + Clarke Environmental)
  - Community Development Services
  - Snow Plowing
- Monthly Brush Pick-Up
- Parkway Tree and Road Maintenance
- Cartograph/YourGov issue and work order tracking system
- Access to 50/50 Overhead Sewer
- Access to 50/50 Stormwater Program
- Services from Bensenville Emergency Management Agency (EMA)
- CodeRED Emergency and Informational Alert System
- Reduced rental rates at Redmond Park and Theater
- Reduced fees at Edge Ice Arena
- Reduced Fire District 2 Ambulance service
- Participate in local elections
- Ability to be appointed to Boards and Commissions
- Free notary services
- Eligibility to participate in special events:
  - Car Seat Events
  - Toy Drive
  - Etc.
- Senior Services
  - 50/50 Grass Cutting
  - 50/50 Snow Plowing
  - Ride DuPage
  - Access to Monthly Senior Luncheon
  - Senior Hotline
  - Health and wellness checks

---

**From:** Evan Summers  
**Sent:** Tuesday, February 26, 2019 3:47 PM  
**To:** Corey Williamsen  
**Subject:** FW: 4N298 Church Road Annexation  
**Attachments:** O-43-2014 Annexation (Psyhos Property) 4N298 Church Road.pdf

---

**From:** Evan Summers  
**Sent:** Wednesday, September 19, 2018 4:44 PM  
**To:** Brill Jim and Debbie [REDACTED] >  
**Subject:** FW: 4N298 Church Road Annexation

---

**From:** Evan Summers  
**Sent:** Wednesday, September 19, 2018 4:42 PM  
**To:** [chiefspain@bensenvillefpd.org](mailto:chiefspain@bensenvillefpd.org)  
**Cc:** Scott Viger ([SViger@bensenville.il.us](mailto:SViger@bensenville.il.us)) <[SViger@bensenville.il.us](mailto:SViger@bensenville.il.us)>; Amit Thakkar ([ATHakkar@bensenville.il.us](mailto:ATHakkar@bensenville.il.us)) <[ATHakkar@bensenville.il.us](mailto:ATHakkar@bensenville.il.us)>; Corey Williamsen ([CWilliamsen@bensenville.il.us](mailto:CWilliamsen@bensenville.il.us)) <[CWilliamsen@bensenville.il.us](mailto:CWilliamsen@bensenville.il.us)>  
**Subject:** FW: 4N298 Church Road Annexation

Chief,

708 S Church Road (formerly 4N298 Church Road) was annexed by the Village via the attached ordinance back in 2014. As I mentioned on the phone, the tax bill shows that they are still paying Fire District 1 property taxes rather than the appropriate Fire District 2 levy. This is an error that should have been addressed during the annexation. Is this something that you can rectify on your end?

Respectfully,

eks

**Evan K. Summers**  
Village Manager



12 South Center Street, Bensenville, IL 60106  
P: 630.350.3420 F: 630.350.1105

---

**From:** Corey Williamsen  
**Sent:** Wednesday, September 19, 2018 4:37 PM  
**To:** Evan Summers <[ESummers@bensenville.il.us](mailto:ESummers@bensenville.il.us)>  
**Subject:** 4N298 Church Road Annexation

**Corey Williamsen**  
Deputy Village Clerk



12 South Center Street, Bensenville, IL 60106  
P: 630.350.3404 F: 630.350.3438

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

---

**Ordinance No. 43-2014**

**An Ordinance Annexing Property Commonly Known as the  
“Psyhos Property” to the Village of Bensenville, DuPage County, Illinois**

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**ADOPTED BY THE  
VILLAGE BOARD OF TRUSTEES  
OF THE  
VILLAGE OF BENSENVILLE  
THIS 9th DAY OF SEPTEMBER, 2014**

---

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois this 10<sup>th</sup> day of September 2014

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

I, Corey Williamsen, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois, and as such officer, I am the keeper of the records and files of said Village; I do further certify that the foregoing constitutes a full, true and correct copy of Ordinance No. 43-2014 entitled an ordinance annexing property commonly known as the "Psyhos Property" to the Village of Bensenville, DuPage County, Illinois.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal on this  
10th day of September, 2014.



  
Corey Williamsen  
Deputy Village Clerk

**ORDINANCE NO. 43-2014**

**AN ORDINANCE ANNEXING PROPERTY COMMONLY KNOWN AS THE  
“PSYHOS PROPERTY” TO THE VILLAGE OF BENSENVILLE  
DUPAGE COUNTY, ILLINOIS**

**WHEREAS**, Grand Construction (hereinafter “Petitioner”) is the owner of a certain property located at the common address of 4N298 Church Road, as legally described in Exhibit 1, attached hereto and incorporated herein by reference (“Subject Realty”); and

**WHEREAS**, Petitioner, as the owner of record of the Subject Realty, has filed with the Village Clerk a Petition Under Oath (a copy of the Petition is attached hereto and incorporated herein by reference as Exhibit 2) stating that there are no electors residing on the Subject Realty; and that they are requesting that the Subject Realty described herein be annexed to the Village of Bensenville; and

**WHEREAS**, an accurate map of the Subject Realty to be annexed is shown in the Plat of Annexation attached hereto and incorporated herein by reference as Exhibit 3; and

**WHEREAS**, the Subject Realty is not within the corporate limits of any municipality, and is contiguous to the corporate limits of the Village of Bensenville; and

**WHEREAS**, the statutes of the State of Illinois provide that upon the filing of such Petition, the Corporate Authorities of the Village of Bensenville may consider and pass an ordinance annexing said territory to the Village; and

**WHEREAS**, upon annexation to the Village of Bensenville, the Subject Realty shall be zoned, by operation of law, as RS-1 Low Density Single-Family Residential.

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

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

**SECTION TWO:** That, pursuant to the Petition to Annex, the Subject Realty legally described in Exhibit 1 is hereby Annexed to the Village of Bensenville, DuPage County, Illinois, together with all adjacent streets and highways contiguous to said Subject Realty (if not already within the corporate limits of the Village of Bensenville), so that the new boundaries of the territory annexed shall extend to the far side of the adjacent streets and highways not within the corporate limits of any other municipality.

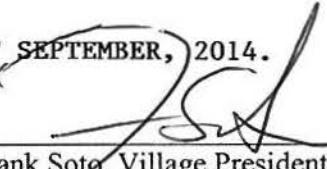
**SECTION THREE:** That the official map of the Village of Bensenville be amended to reflect the extension of corporate limits of the Village of Bensenville to include the Subject Realty, zoned RS-1 Low Density Single Family Residential, described herein and annexed hereby.

**SECTION FOUR:** That the Village Clerk of the Village of Bensenville is directed hereby to record in the Office of the Recorder of Deeds of DuPage County, Illinois, a certified copy of this Ordinance, together with an accurate map of the territory annexed, as shown in the Plat of Annexation attached hereto as Exhibit 3; and further to file a certified copy of this Ordinance with the Office of the County Clerk of DuPage County, Illinois.

**SECTION FIVE:** That the Village Clerk of the Village of Bensenville is hereby directed to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and published.

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

**PASSED AND APPROVED** by the President and Board of Trustees of the  
Village of Bensenville, this 9<sup>TH</sup> day of day OF SEPTEMBER, 2014.

  
Frank Soto, Village President

ATTEST:

  
Ilsa Rivera-Trujillo, Village Clerk

AYES: BARTLETT, JANOWIAK, JARECKI, O'CONNELL, RIDDER, WESSELER

NAYES: NONE

ABSENT: NONE

f:\pkb\bensenville\annexations\voluntaryannexation.form.doc

**Ordinance # 43 - 2014**  
**Exhibit "1"**

Lot 9 Block 8 in Branigar's White Pines, being a Subdivision in the Northeast Quarter of Section 22, and in the West Half of Section 23, Township 40 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof Recorded October 15, 1945 as Document 485385, in DuPage County, Illinois.

**Ordinance # 43 - 2014**  
**Exhibit "2"**  
**Annexation Petition**

## PETITION FOR ANNEXATION

TO: VILLAGE CLERK  
OF THE VILLAGE OF BENSENVILLE  
DUPAGE AND COOK COUNTIES, ILLINOIS

The undersigned Petitioner(s) state, on oath, as follows:

1. This Petition is presented to the Village of Bensenville pursuant to 65 ILCS 5/7-1-8.

2. That the undersigned individual(s) designated as owner(s) of record are the sole owner(s) of record and elector(s) residing thereon of the real estate bearing the common address of 4 N 2 98 Church Rd and legally described in Exhibit A (hereinafter "SUBJECT PROPERTY") attached hereto and hereby made a part hereof by reference.

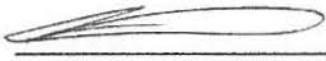
3. That the SUBJECT PROPERTY lies contiguous to the following rights-of-way: Church Rd

4. The undersigned individual(s) is/are the owner(s) of the SUBJECT PROPERTY, which is/is not currently vacant.

5. The undersigned Petitioner(s) hereby request that the SUBJECT PROPERTY be annexed to and become part of the Village of Bensenville, DuPage and Cook Counties, State of Illinois. Said SUBJECT PROPERTY is not within the corporate limits of any municipality. Said SUBJECT PROPERTY is contiguous to the Village of Bensenville, Illinois.

6. That pursuant to the Illinois Statutes relative to annexation of property, when and if the said SUBJECT PROPERTY is annexed to the Village of Bensenville, the new boundaries of the Village of Bensenville shall extend to the far side of the SUBJECT PROPERTY and such new boundaries shall include all of every right-of-way within the area annexed.

Further affiants sayeth not.

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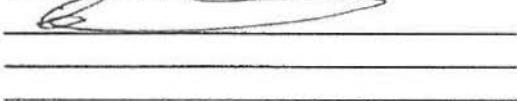
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**AFFIDAVIT**

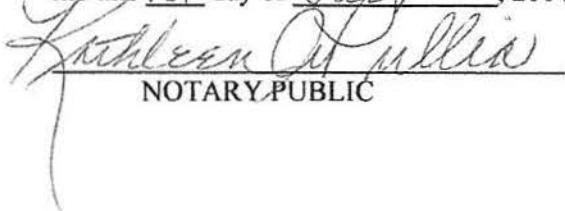
The undersigned, being all of the Owners of Record and electors residing on the SUBJECT PROPERTY as described in Exhibit A, attached hereto and incorporated herein by reference, each being first duly sworn on oath, state that they have read the foregoing Petition for Annexation and each of them have subscribed thereto, and the facts as stated therein are true and correct.

Owners of Record:



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBSCRIBED TO and SWORN BEFORE  
me this 13<sup>th</sup> day of July, 2014.

  
Kathleen A. Pullia  
NOTARY PUBLIC



## 4N298 Church Road

### Annexation



---

**From:** Evan Summers  
**Sent:** Tuesday, February 26, 2019 3:48 PM  
**To:** Corey Williamsen  
**Subject:** FW: White Pines Civic Assoc. Update!

---

**From:** Evan Summers  
**Sent:** Tuesday, September 25, 2018 8:39 PM  
**To:** Brill Jim and Debbie [REDACTED]; Frank DeSimone <FDeSimone@bensenville.il.us>; Mary Ribando <MRibando@bensenville.il.us>  
**Subject:** RE: White Pines Civic Assoc. Update!

**Q42. Do you support the annexation of unincorporated Bensenville properties in order to grow the Village?**

Q42. Do you support **annexation** of unincorporated Bensenville properties in order to grow the Village

	Number	Percent
Yes	291	64.4 %
No	102	22.6 %
<u>Not provided</u>	59	13.1 %
Total	452	100.0 %

**WITHOUT NOT PROVIDED**

**Q42. Do you support the annexation of unincorporated Bensenville properties in order to grow the Village? (without "not provided")**

Q42. Do you support **annexation** of unincorporated Bensenville properties in order to grow the Village

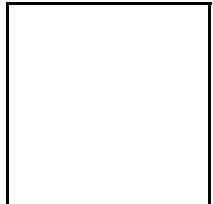
	Number	Percent
Yes	291	74.0 %
No	102	26.0 %
Total	393	100.0 %

---

**From:** Brill Jim and Debbie [REDACTED] >  
**Sent:** Tuesday, September 25, 2018 8:18 PM  
**To:** Frank DeSimone <FDeSimone@bensenville.il.us>; Evan Summers <ESummers@bensenville.il.us>; Village President <VPresident@bensenville.il.us>; Mary Ribando <MRibando@bensenville.il.us>; [REDACTED]  
**Subject:** Fw: White Pines Civic Assoc. Update!

----- Original message-----

**From:** White Pines Civic Association  
**Date:** Tue, Sep 25, 2018 8:03 PM  
**To:** Jim & Debbie Brill;  
**Cc:**  
**Subject:** White Pines Civic Assoc. Update!



Preferences

**Just a reminder...**

We mailed out a 5 question survey to every home in our community with a self addressed envelope.

Please return this so we can complete our results and share them with you. We want to be sure to represent what the majority of resident\*\*s in this survey think.

**Illinois American Water Petition Results**

We currently have a 65% success rate of residents wanting to see what American Water would propose. and we still have more to do.

**Village of Bensenville petition to annex your home.**

We encourage all residents to \_think carefully about what you sign with the VOB.

Remember we have a right to remain unincorporated! This so called deadline of 9/30/2018 is not binding.

**You have the right to sign these papers anytime!**, next year or not at all. unless you are reconnecting your home to the water / sewer utility. you will be forced to sign pre-annexation agreements.

The only residents really affected now would be residents that live along our borders of 3rd ave and Church rd. **These are the pillars that can protect White Pines!** if they don't sign anything. please reconsider this very important decision.

These homes would become contiguous to Bensenville, but these residents would still have to pay for years 1 thru 5 a total of \$1,500 if your a senior citizen or \$3,000 if not and if you agree to Annex.

All other homes in White Pines would have to wait a **VERY LONG** time. Many years for it to affect them regardless if you sign now. you will not be offered anything from the VOB until then.

**We have much more news coming, so please be patient.**

**Thank you**

**Kind regards,**

White Pines Civic Assoc.

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**From:** Evan Summers  
**Sent:** Tuesday, February 26, 2019 3:48 PM  
**To:** Corey Williamsen  
**Subject:** FW: White Pines Civic Assoc. Update!

---

**From:** Evan Summers  
**Sent:** Wednesday, September 26, 2018 10:19 AM  
**To:** Kevin Owens <KO@respublicagroup.com>  
**Subject:** RE: White Pines Civic Assoc. Update!

Yes. It's from our community survey. The results were impressive across the Board. I'll want to chat with you guys about the best way to publicize the results once I get back.

---

**From:** Kevin Owens <KO@respublicagroup.com>  
**Sent:** Wednesday, September 26, 2018 9:44 AM  
**To:** Evan Summers <ESummers@bensenville.il.us>  
**Subject:** RE: White Pines Civic Assoc. Update!

This was just for VOB residents?

---

**From:** Evan Summers <ESummers@bensenville.il.us>  
**Sent:** Tuesday, September 25, 2018 8:39 PM  
**To:** Brill Jim and Debbie [REDACTED]; Frank DeSimone <FDeSimone@bensenville.il.us>; Mary Ribando <MRibando@bensenville.il.us>  
**Subject:** RE: White Pines Civic Assoc. Update!

**Q42. Do you support the annexation of unincorporated Bensenville properties in order to grow the Village?**

Q42. Do you support annexation of unincorporated Bensenville properties in order to grow the Village

	Number	Percent
Yes	291	64.4 %
No	102	22.6 %
Not provided	59	13.1 %
Total	452	100.0 %

**WITHOUT NOT PROVIDED**

**Q42. Do you support the annexation of unincorporated Bensenville properties in order to grow the Village? (without "not provided")**

Q42. Do you support annexation of unincorporated Bensenville properties in order to grow the Village

	Number	Percent
Yes	291	74.0 %
No	102	26.0 %
Total	393	100.0 %

---

**From:** Brill Jim and Debbie <[REDACTED]>

**Sent:** Tuesday, September 25, 2018 8:18 PM

**To:** Frank DeSimone <[FDeSimone@bensenville.il.us](mailto:FDeSimone@bensenville.il.us)>; Evan Summers <[ESummers@bensenville.il.us](mailto:ESummers@bensenville.il.us)>; Village President <[VPresident@bensenville.il.us](mailto:VPresident@bensenville.il.us)>; Mary Ribando <[MRibando@bensenville.il.us](mailto:MRibando@bensenville.il.us)>; [REDACTED]

**Subject:** Fw: White Pines Civic Assoc. Update!

*Sent from Jim's mobile device*

----- Original message-----

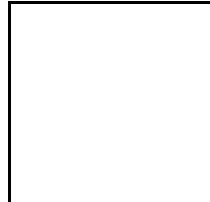
**From:** White Pines Civic Association

**Date:** Tue, Sep 25, 2018 8:03 PM

**To:** Jim & Debbie Brill;

**Cc:**

**Subject:** White Pines Civic Assoc. Update!



**Just a reminder...**

We mailed out a 5 question survey to every home in our community with a self addressed envelope.

Please return this so we can complete our results and share them with you. We want to be sure to represent what the majority of resident \*\*'s in this survey think.

**Illinois American Water Petition Results**

We currently have a 65% success rate of residents wanting to see what American Water would propose. and we still have more to do.

**Village of Bensenville petition to annex your home.**

We encourage all residents to \_think carefully about what you sign with the VOB.

Remember we have a right to remain unincorporated!  
This so called deadline of 9/30/2018 is not binding.

**You have the right to sign these papers anytime!**, next year or not at all. unless you are reconnecting your home to the water / sewer utility. you will be forced to sign pre-annexation agreements.

The only residents really affected now would be residents that live along our borders of 3rd ave and Church rd. **These are the pillars that can protect White Pines!** if they don't sign anything. please reconsider this very important decision.

These homes would become contiguous to Bensenville, but these residents would still have to pay for years 1 thru 5 a total of \$1,500 if your a senior citizen or \$3,000 if not and if you agree to Annex.

All other homes in White Pines would have to wait a **VERY LONG** time. Many years for it to affect them regardless if you sign now. you will not be offered anything from the VOB until then.

**We have much more news coming, so please be patient.**

**Thank you**

**Kind regards,**

White Pines Civic Assoc.

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---

**From:** Evan Summers  
**Sent:** Tuesday, February 26, 2019 3:48 PM  
**To:** Corey Williamsen  
**Subject:** FW: Deals of the Village

---

**From:** Evan Summers  
**Sent:** Monday, November 12, 2018 12:29 PM  
**To:** Ed Zmorzynski <[REDACTED]> 'Brill Jim and Debbie' <[REDACTED]>  
**Subject:** RE: Deals of the Village

Good Afternoon Mr. Zmorzynski,

You are correct that the Village rate is 0.0719 and is guaranteed to not go above the ComEd rate through September 2019. We will rebid the program once this current agreement with MC2 expires. You can read about the supply rate here: <https://www.bensenville.il.us/532/Municipal-Electric-Aggregation>

As for the delivery charges and fees, it is probably easiest to compare apples to apples. Below is the portion of my family's most recent electric bill for your review:

## CHARGE DETAILS

Retail Delivery Service - Res Single 9/27/18 - 10/26/18 (29 Days)

 SUPPLY - MC Squared Energy Services	\$17.11
---	---------

MC2 Custom Fixed Price 238 kWh X 0.07190 \$17.11

 DELIVERY - ComEd	\$23.31
--	---------

Customer Charge	\$10.84
Standard Metering Charge	\$4.63
Distribution Facilities Charge	238 kWh X 0.03171 \$7.55
IL Electricity Distribution Charge	238 kWh X 0.00120 \$0.29

<b>TAXES &amp; FEES</b>	<b>\$3.49</b>
-------------------------	---------------

Environmental Cost Recovery Adj	238 kWh X 0.00024 \$0.06
Renewable Portfolio Standard	238 kWh X 0.00142 \$0.34
Zero Emission Standard	238 kWh X 0.00190 \$0.45
Energy Efficiency Programs	238 kWh X 0.00015 \$0.04
Franchise Cost	\$22.72 X 1.83000% \$0.42
State Tax	\$0.79
Municipal Tax	\$1.39

Service Period Total	<b>\$43.91</b>
----------------------	----------------

Thank you for your payment of \$56.07 on October 10, 2018

<b>Total Amount Due</b>	<b>\$43.91</b>
-------------------------	----------------

Please keep the questions coming. Respectfully,

eks

**Evan K. Summers**

Village Manager



12 South Center Street, Bensenville, IL 60106  
P: 630.350.3420 F: 630.350.1105

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**From:** Ed Zmorzynski <[REDACTED]>  
**Sent:** Saturday, November 10, 2018 1:29 PM  
**To:** Evan Summers <[ESummers@bensenville.il.us](mailto:ESummers@bensenville.il.us)>; 'Brill Jim and Debbie' <[REDACTED]>  
**Subject:** RE: Deals of the Village

Hi Jim and Evan, can either of you provide me some input on the electric bill?

Supply Rate: 0.0719

Delivery Rate: 0.03295 (our current rate) what is the charge in the village: x.xxxx

Taxes and Fees: 0.00423 (our current rate) what is the charge in the village: x.xxxx

Thank you

Ed Zmorzynski

---

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**Sent:** Tuesday, September 18, 2018 9:54 AM  
**To:** Brill Jim and Debbie <[REDACTED]>; EDWARD ZMORZYNSKI <[REDACTED]>  
**Cc:** Mary Ribando <[MRibando@bensenville.il.us](mailto:MRibando@bensenville.il.us)>; Frank DeSimone <[FDeSimone@bensenville.il.us](mailto:FDeSimone@bensenville.il.us)>  
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**Subject:** RE: Deals of the Village

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1. Under senior savings you have a \$1.54 discount per month on their water bill. Is this per 1000 gallon rate or on the total bill? Is this off the Bensenville rate or do we multiply this by the 275% to equal \$4.23? On the total bill is kind of embarrassing to put out there.
2. The Ride DuPage rates quoted are different then those published on their site. Your \$1 per mile isn't much of a discount for seniors. The following is directly from the Ride DuPage site: *8. Ride Fares Your trip cost will be confirmed by the call taker upon scheduling your ride. Be sure to have the exact fare in cash. The fare policy is determined by the sponsor. \$4.00 each way to DuPage County Community Services, 421 N. County Farm Road, Wheaton. \$4.00 each way to the DuPage County Health Department main office, 111 N. County Farm Road, Wheaton. All other trips are \$1.50 for the first six (6) miles, then \$1.50 per mile over the six (6) miles.*
3. Also aren't the Ride DuPage rates available to anyone in DuPage? So it really isn't a extra benefit from the village once it is switched over?

Thanks,

Jim

Sent from [Mail](#) for Windows 10

---

**From:** EDWARD ZMORZYNSKI [REDACTED]

**Sent:** Thursday, September 13, 2018 1:09:05 PM

**To:** Evan Summers

**Cc:** Mary Ribando; Brill Jim and Debbie; Frank DeSimone

**Subject:** RE: Deals of the Village

Thank you for the information, we will use what was provided and share with residents.

Ed

On September 13, 2018 at 11:50 AM Evan Summers <[ESummers@bensenville.il.us](mailto:ESummers@bensenville.il.us)> wrote:

Mr. Zmorzynski and Mr. Brill,

On behalf of Village President DeSimone, thank you for your questions that you submitted on Tuesday. I have attempted to answer the questions below. The Village's responses are noted in red. Several of the responses refer to documents which I have attached to this email. I appreciate your questions and hope that these responses help with the decision making of White Pines Residents. If you have any additional questions or require further clarification, please don't hesitate to ask.

Respectfully,

eks

**Evan K. Summers**

Village Manager



12 South Center Street, Bensenville, IL 60106

P: 630.350.3420 F: 630.350.1105

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**Sent:** Tuesday, September 11, 2018 7:29 AM  
**To:** Village President <[VPresident@bensenville.il.us](mailto:VPresident@bensenville.il.us)>; Mary Ribando <[MRibando@bensenville.il.us](mailto:MRibando@bensenville.il.us)>  
**Cc:** Ed Zmorzynski [REDACTED]  
**Subject:** FW: Deals of the Village

Hello Frank DeSimone and Evan Summers,

I have been talking with Jim Brill about putting together information to help with the annexation process. I think putting together a list of pro's and con's might help the residents make a more informed decision. I am asking for some details to the questions below to show what we might gain from the annexation.

I know you both are extremely busy, but additional information might help the cause. I thank you in advance for your assistance.

Ed Zmorzynski  
Whitepines resident.

---

**From:** Ed Zmorzynski [REDACTED]  
**Sent:** Monday, September 10, 2018 6:56 PM  
**To:** Ed Zmorzynski [REDACTED]  
**Subject:** Annexation to the Village

- 1- What are the sizes of the water and sewer lines
  - a. Proposed Water Main- Refer to attachment, "White Pines Main Replacement – Proposed.pdf"  
Existing Water Main- Refer to attachment, "White Pines Water Parcels Existing WM – Existing Conditions with Age.pdf"
  - b. Proposed Sewer Main- The sewer sanitary sewer system will not be impacted in this project.  
Existing Sewer Main- Refer to attachment "White Pines SSA Sanitary.pdf"
- 2- What will the fire hydrant main change to?
  - a. Existing – [Unclear on term, "Fire Hydrant Main."]
  - b. Projected – New water mains will receive new fire hydrants.
- 3- Do you have a listing or a map of the last hydrants pressure readings? This can provide valuable visual of whose home can be affected by low pressure or delay of running longer lines to hydrants that work.  
Existing – Refer to attachment, "White Pines Fire Flow Analysis – Existing.pdf"  
Projected – Refer to attachment, "White Pines Fire Flow Analysis – Proposed.pdf"
- 4- If White Pines decides to go with American Water, in what matter will the water rate per 1k gals. be affected?
  - a. Change with increase
  - b. Remain the same
  - c. Will not provide, an alternate must be pursued  
The Village of Bensenville has never been provided a formal inquiry from Illinois American Water on water rates. Any proposal circulated is merely conjecture on their part and residents should seriously question the legitimacy of a proposal that does not have an allocation of water.
- 5- The cost for fire fighters to show up in case of an actual fire
  - a. Non-resident – Paid for by property taxes.
  - b. Resident – Paid for by property taxes
- 6- The cost of Ambulance service
  - a. Non-resident

b. Resident  
 Chief Spain of the Bensenville Fire Protection District #2 has furnished an explanation of ambulance service rates on the attachment entitled, "BFPD EMS Rates."

7- Police service, how will this change?  
 Village of Bensenville will patrol the neighborhood and will respond to all calls from annexed residences.  
 The Village police force has the highest Illinois Law Enforcement Accreditation Program (ILEAP 2) certification possible. The Village anticipates the Commission on Accreditation for Law Enforcement (CALEA) will credential our police department early next year – this is the highest level of accreditation in the country.

8- Please outline the refuse service cost for the various options  
 Regular - \$24.78 per month  
 Senior - \$21.07 per month.  
 This rate is expected to be reduced starting January 1, 2018.  
 The rate includes Refuse, recycling and yard waste.

9- Please provide the adjusted Com Ed rate the village provides  
 a. Peak hours  
 The Village does not have peak vs. non-peak electrical agreements. Residents wishing to take part in ComEd's Hourly Pricing Program are free to enroll on their own with ComEd.  
 b. Non-Peak hours  
 The Village has a negotiated supply rate of 7.19¢ fixed with rate guarantee. The rate guarantee ensures that the negotiated rate will never go above the ComEd rate.

10- How will the tax rate change for residents willing to annex?  
 The below is an example for a \$200,000 house as incorporated as well as unincorporated resident:

Details	(Incorporated)		(Unincorporated)	
	After Annexation	Before Annexation		
House Value	\$ 200,000.00	\$ 200,000.00		
Equalized Value (1/3)	\$ 66,666.67	\$ 66,666.67		
Homestead Exemption	\$ (6,000.00)	\$ (6,000.00)		
Net EAV	\$ 60,666.67	\$ 60,666.67		
Tax Rate		9.3195%		7.9676%
Total Tax	\$ 5,653.83	\$ 4,833.68		
Extra Tax Burden	\$ 820.15			
Village Tax	\$ 580.70			
Fire Dist. 2 Tax	\$ 490.57			
Fire Dist. 1 Tax	\$ (211.12)			
<b>Total</b>	<b>\$ 820.15</b>			

11- Where can seniors expect to see savings?  
 - Monthly Senior Luncheon; \$16 meal for \$4. (Age 55+)  
 - \$1.54 discount per month on their water bill (Age 65+)  
 - 15% discount on the monthly refuse bill, \$21.07/month adj. (Age 65+)  
 - 50/50 Senior Grass Cutting Program (Age 65+)  
 - 50/50 Senior Snow Plowing Program (Age 65+)

- \$1.00 for 2-year vehicle sticker (Age 65+)
- Discounted movie tickets at Theatre (Age 65+)

12- In the event a resident decides to sell, will the balance of the agreement carry forward for the new owner?

Annexation agreements are tied to the property and recorded with the County for a 20-year term in accordance with State statute.

13- Village sticker cost

- a. Non-Senior: \$32 by mail or in person. \$30 if purchased online
- b. Senior: \$1.00 for 2-year sticker

14- Dial-a-Bus service cost of service

- a. Non-resident: Not Available
- b. Resident: \$1 rides for Seniors; \$5 rides for non-senior residents (Village of Bensenville corporate boundaries only)

\*The Village will be replacing the Dial-a-Bus with Ride DuPage. The full cutover is expected to occur in January 2019. The Ride DuPage program allows for 24/7 transportation throughout DuPage County. The cost for Ride DuPage is \$2 per ride + \$1 per mile. Ride sharing reduces rates proportionally.

15- What other services can we expect to see provided from residents willing to annex?

- Reduced Garbage Rate
- Reduced Electric Supply Rate
- Localized:
  - Police
  - Permitting
  - Mosquito Abatement (Public Works + Clarke Environmental)
  - Community Development Services
  - Snow Plowing
- Monthly Brush Pick-Up
- Parkway Tree and Road Maintenance
- Cartograph/YourGov issue and work order tracking system
- Access to 50/50 Overhead Sewer
- Access to 50/50 Stormwater Program
- Services from Bensenville Emergency Management Agency (EMA)
- CodeRED Emergency and Informational Alert System
- Reduced rental rates at Redmond Park and Theater
- Reduced fees at Edge Ice Arena
- Reduced Fire District 2 Ambulance service
- Participate in local elections
- Ability to be appointed to Boards and Commissions
- Free notary services
- Eligibility to participate in special events:
  - Car Seat Events
  - Toy Drive
  - Etc.
- Senior Services
  - 50/50 Grass Cutting
  - 50/50 Snow Plowing
  - Ride DuPage
  - Access to Monthly Senior Luncheon
  - Senior Hotline
  - Health and wellness checks



---

**From:** Evan Summers  
**Sent:** Tuesday, February 26, 2019 3:48 PM  
**To:** Corey Williamsen  
**Subject:** FW: Deals of the Village

---

**From:** Evan Summers  
**Sent:** Monday, November 12, 2018 3:11 PM  
**To:** EDWARD ZMORZYNSKI <[REDACTED]>; Brill Jim and Debbie [REDACTED]  
**Subject:** RE: Deals of the Village

Ed,

Correct. Municipal Aggregation only allows for competition on the supply side. The delivery rates and tariffs are regulated by the Illinois Commerce Commission. The Citizens Utility Board is the consumer advocate for utilities in Illinois; they offer a great breakdown of the fees and taxes. We're going to continue to bid out our electric supply rate as long competition in the market ensures that our rate is below the ComEd rate.

eks

**Evan K. Summers**  
Village Manager



12 South Center Street, Bensenville, IL 60106  
P: 630.350.3420 F: 630.350.1105

---

**From:** EDWARD ZMORZYNSKI <[REDACTED]>  
**Sent:** Monday, November 12, 2018 1:14 PM  
**To:** Evan Summers <[ESummers@bensenville.il.us](mailto:ESummers@bensenville.il.us)>; Brill Jim and Debbie [REDACTED]  
**Subject:** RE: Deals of the Village

Evan thanks for the response, so the village is guaranteeing the supply rate, so the delivery and tax rate is still owed to ComEd, correct? Is there any conversation with ComEd for a reduction in the percentages on the latter two?

Thank you

Ed Zmorzynski

On November 12, 2018 at 12:29 PM Evan Summers <[ESummers@bensenville.il.us](mailto:ESummers@bensenville.il.us)> wrote:

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## CHARGE DETAILS

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 <b>SUPPLY</b> - MC Squared Energy Services	<b>\$17.11</b>
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## TAXES & FEES

---

  | **\$3.49** |

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---

Service Period Total	<b>\$43.91</b>
----------------------	----------------

Thank you for your payment of \$56.07 on October 10, 2018

---

<b>Total Amount Due</b>	<b>\$43.91</b>
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[Village Manager](#)



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I have been talking with Jim Brill about putting together information to help with the annexation process. I think putting together a list of pro's and con's might help the residents make a more informed decision. I am asking for some details to the questions below to show what we might gain from the annexation.

I know you both are extremely busy, but additional information might help the cause. I thank you in advance for your assistance.

Ed Zmorzynski

Whitepines resident.

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**From:** Ed Zmorzynski <[REDACTED]>  
**Sent:** Monday, September 10, 2018 6:56 PM  
**To:** Ed Zmorzynski <[REDACTED]>  
**Subject:** Annexation to the Village

1- What are the sizes of the water and sewer lines

- a. Proposed Water Main- Refer to attachment, "White Pines Main Replacement – Proposed.pdf"  
Existing Water Main- Refer to attachment, "White Pines Water Parcels Existing WM – Existing Conditions with Age.pdf"

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Chief Spain of the Bensenville Fire Protection District #2 has furnished an explanation of ambulance service rates on the attachment entitled, "BFPD EMS Rates."

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as unincorporated resident:

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<b>Net EAV</b>	\$ 60,666.67	\$ 60,666.67		
 <b>Tax Rate</b>		<b>9.3195%</b>		<b>7.9676%</b>
 <b>Total Tax</b>	\$	<b>5,653.83</b>	\$	<b>4,833.68</b>
 <b>Extra Tax Burden</b>	\$	<b>820.15</b>		
 <b>Village Tax</b>	\$	<b>580.70</b>		
<b>Fire Dist. 2 Tax</b>	\$	<b>450.57</b>		
<b>Fire Dist. 1 Tax</b>	\$	<b>(211.12)</b>		
 <b>Total</b>	\$	<b>820.15</b>		

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- Monthly Senior Luncheon; \$16 meal for \$4. (Age 55+)
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  - Etc.
- Senior Services
  - 50/50 Grass Cutting
  - 50/50 Snow Plowing
  - Ride DuPage
  - Access to Monthly Senior Luncheon
  - Senior Hotline
  - Health and wellness checks

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**From:** Evan Summers  
**Sent:** Tuesday, February 26, 2019 3:48 PM  
**To:** Corey Williamsen  
**Subject:** FW: Fire District 1 Meeting

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**From:** Evan Summers  
**Sent:** Wednesday, January 9, 2019 1:18 PM  
**To:** Brill Jim and Debbie [REDACTED] >  
**Cc:** Frank DeSimone (FDeSimone@bensenville.il.us) <FDeSimone@bensenville.il.us>  
**Subject:** RE: Fire District 1 Meeting

Jim,

Do you happen to have the PO Box address for Fire District 1? It's not on their [website](#) and there is no contact information for the Board President either.

**Evan K. Summers**  
Village Manager



12 South Center Street, Bensenville, IL 60106  
P: 630.350.3420 F: 630.350.1105

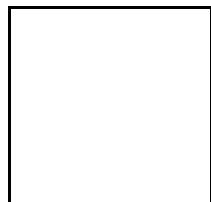
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**From:** Brill Jim and Debbie [REDACTED]  
**Sent:** Tuesday, September 25, 2018 6:51 PM  
**To:** Frank DeSimone <[FDeSimone@bensenville.il.us](mailto:FDeSimone@bensenville.il.us)>; Evan Summers <[ESummers@bensenville.il.us](mailto:ESummers@bensenville.il.us)>; Village President <[VPresident@bensenville.il.us](mailto:VPresident@bensenville.il.us)>; Mary Ribando <[MRibando@bensenville.il.us](mailto:MRibando@bensenville.il.us)>  
**Subject:** Fw: Fire District 1 Meeting

*Sent from Jim's mobile device*

----- Original message-----

**From:** White Pines Civic Association  
**Date:** Tue, Sep 25, 2018 6:36 PM  
**To:** Jim & Debbie Brill;  
**Cc:**  
**Subject:** Fire District 1 Meeting



## **Fire District 1**

Please be sure to attend the Our **Fire District 1** meeting.

**This Thursday Sept 27th, 2018 6:45 sharp!**

**Bensenville Deer Grove Leisure Center (2nd floor)**

**1000 W. Wood Ave. , Bensenville, IL 60106**

Across from the pool.

The public is invited and will have an opportunity to speak in the beginning of the meeting. so, if you have something to say, we encourage you to appear and speak.

also, homeowners concerned about the recent fire last Tuesday in our neighborhood, are going to appear and speak at the VOB board meeting on Tuesday, September 25th at 6:30 pm please attend.

Hope to see you there,

Paul DeMichael  
and the WPCA board

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[Web Version](#) [Subscribe](#) [Forward](#) [Unsubscribe](#)

Mon, Feb 18, 7:04 PM

Jim Brill

**Village Board**

**Village President**  
Frank DeSimone

**Trustees**  
Rosa Camone  
Ann Franz  
Agneszka "Annie" Jaworska  
Milana Lomax  
Nicholas Pancita Jr.  
Armando Perez

**Village Clerk**  
Nancy Gunn

**Village Manager**  
Evan K. Summers



**BENSENVILLE**  
GATEWAY TO OPPORTUNITY

**Village of Bensenville, Illinois**  
**VILLAGE BOARD**  
**COMMITTEE OF THE WHOLE**  
**AGENDA**  
**6:30 PM February 19, 2019**

- 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  
*1. January 15, 2019 Committee of the Whole Minutes*
- VI. REPORTS OF VILLAGE DEPARTMENTS

## A. Administration

1. Consideration of a Resolution Approving a Retail Sale Agreement Between the Village of Bensenville and 4TV Systems, Inc. for the Purchase and Installation of Cameras as Part of the Village Board Room System Upgrade in the Amount of \$24,196.00

## B. Community and Economic Development

1. Consideration of an Ordinance Approving a Text Amendment to the Village Code for a White Pines Neighborhood Overlay
2. Consideration of an Ordinance to Approve the Annexation of 4N401 Hawthorne Avenue (Parcel Number: 03-23-103-011) and 4N360 Hawthorne Avenue (Parcel number: 03-23-103-012) (This property does not appear to be contiguous to any incorporated property in Bensenville. We think it is important to hear.)
3. Consideration of an Ordinance Approving the Annexation Agreement for 4N401 Hawthorne
4. Consideration of an Ordinance Approving the Annexation Agreement for 4N500 Hawthorne
5. Consideration of an Ordinance Annexing 4N371 Hawthorne into the Village of Bensenville
6. Consideration of an Ordinance Approving the Annexation Agreement for 4N240

It seems gina is ranting on Facebook about two more properties being annexed.

JB

Has Mellenthin's attorney refiled yet?

JB

Deadline to refile is Thursday.

Mon, Feb 18, 8:40 PM

Jim Brill

Civic association has now put out an email with the

above. Are you sure the properties are contingent before we respond.

JB

Can you give me until tomorrow morning to double check everything? Corey has the files in his office but he broke his shoulder yesterday. He should be back tomorrow morning.

Jim Brill

JB

Ok

Tuesday 8:29 AM

4N360 Hawthorn becomes contiguous with the Village because of item B5 (4N371

Hawthorn)

Jim Brill

Just spitballing here but then shouldn't B5 be approved before considering B2. Just trying to think of what arguments those knuckleheads could come up with.

JB

They all get approved simultaneously at the board meeting because they will be on the consent agenda which is one vote.

B5 is actually a bit interesting. They connected to water in 2007 and signed an annexation agreement

then.

Jim Brill

JB

Ahhh, makes sense.

Tuesday 10:06 AM

Jim Brill

Don't know if Earley on  
Church Rd has told you but  
he wants to annex but he  
has a open permit with the  
county and he doesn't want  
to mess that up before he  
finishes whatever project he  
is working on.

JB

Got it. I spoke with him  
about it a couple of weeks  
ago. His logic makes sense  
and he still sounds pro-

## annexation

Jim Brill

He is very pro-annexation  
but unfortunately we believe  
his reason is so he can run  
for a village office.

JB

Tuesday 6:56 PM

Jim Brill

Heard Mellinthin say to  
DeMichel that she told 360  
Hawthorne to talk to an  
attorney before they agree  
to anything.

JB

## BENSENVILLE FIRE PROTECTION DISTRICT # 2

### EMERGENCY MEDICAL SERVICES

#### FEES FOR SERVICE

White Pines section of Bensenville Fire Protection District # 1(a paper district) currently are serviced by BFPD # 2. BFPD # 2 is the only licensed 911 medical operation by the state of Illinois IDPH. White Pines community pay for fire protection only. Emergency Medical Services are paid on a user basis at a non-resident fee schedule.

#### **RESIDENT FEE STRUCTURE**

All paramedic emergency requests that results in transport to a hospital: 1,800.00

All paramedic emergency requests that treatment and no transport: 125.00

Transport loaded mile fee: (16.00 per loaded mile)

**If the resident has no insurance or are a hardship case fee is written off 100%**

Medicare and Medicaid fees are accepted by the payment allowed. Medicare insurer must pay 20% of the allow rate paid by Medicare. The 20% is what is agreed to pay for any medical service delivery per the Medicare Federal law.

#### **NON-RESIDENT FEE STRUCTURE**

All paramedic emergency requests that results in transport to a hospital: 2,600.00

All paramedic emergency requests that treatment and no transport: 125.00

Transport loaded mile fee: (16.00 per loaded mile)

If the non-resident has no insurance or are a hardship case fee is to be paid 100%. Payment plans can be realized over a 24-month period. If the non-resident is not willing to pay, the account is sent to collections.

Medicare and Medicaid fees are accepted by the payment allowed. Medicare insurer must pay 20% of the allow rate paid by Medicare. The 20% is what is agreed to pay for any medical service delivery per the Medicare Federal law.

Here are a few questions that I think may help with the choice of White Pines annexation into Bensenville.

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Existing Water Main- [Refer to attachment, "White Pines Water Parcels Existing WM – Existing Conditions with Age.pdf"](#)
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