

## Village Board

### Village President

Frank DeSimone

### Trustees

Rosa Carmona

Ann Franz

Agnieszka "Annie" Jaworska

McLane Lomax

Nicholas Panicola Jr.

Armando Perez

### Village Clerk

Nancy Quinn

### Village Manager

Evan K. Summers



**BENSENVILLE**  
GATEWAY TO OPPORTUNITY

## **Village of Bensenville, Illinois VILLAGE BOARD BOARD OF TRUSTEES MEETING AGENDA 6:30 PM June 26, 2018**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC HEARING/PRESENTATION
  1. *Presentation from the DuPage Convention Visitors Bureau*
- V. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- VI. APPROVAL OF MINUTES
  1. *June 12, 2018 Village Board Meeting Minutes*
- VII. WARRANT
  1. *Warrant report 06-26-18 18/12 \$2,037,992.50*
- VIII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
  1. *An Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Ascertain the Prevailing Rate of Wages for Laborers, Mechanics and Other Workers Employed on Public Works Projects in the Village of Bensenville*
  2. *A Resolution Approving a Facility Usage License Agreement with Robert Morris University*
  3. *An Ordinance Approving Conditional Use Permit (Electronic Message Center sign) and Variance (EMC sign percentage) for Zion Evangelical Lutheran Church, located at 865 South Church Road*
  4. *An Ordinance Approving Conditional Use Permit (Electronic Message Board Sign) and Variances (Monument Sign Height and Number permitted and Wall Sign number permitted) for Amoco, Inc. at 101 W. Irving Park Road*
  5. *Ordinance Approving Variance (Fence in corner side yard) for Celia Fernandez, located at 202 South Mason Street*

6. *Resolution to Pay the Annual Northeast DuPage Family and Youth Services (NEDFYS) Contribution of \$20,000*
7. *Ordinance Authorizing the Donation of Unclaimed Personal Property (Bicycles) Currently in the Custody of the Bensenville Police Department*
8. *Ordinance Amending Title 5, Traffic and Motor Vehicles, Chapter 2, Stopping, Standing or Parking, Section 13, No Parking Zones, Subsection F, No Parking Anytime to Prohibit Parking on the East Side of Entry Drive from James Street to Williams Street*
9. *Resolution Authorizing the Execution of Change Order No. 2 (FINAL) with R.W. Dunteman Company for a Decrease of \$3,570.51 for the Downtown Streetscape Project – North Half for a Revised Contract Cost of \$2,119,295.49*
10. *Resolution Authorizing the Execution of Change Order No. 1 (FINAL) with Utility Dynamics, Inc for a Decrease of \$4,248.90 for the 2017 CDBG Annual Residential Streetlight Project for a Revised Contract Cost of \$183,992.10*
11. *Resolution Authorizing the Final Village Participation Costs for the Construction of Elgin O'Hare Western Access Contract I-15-4644 (E02-2R) in the Not-to-Exceed Amount of \$344,764.90*
12. *An Ordinance Approving an Amendment to Preliminary Planned Unit Development and Final Planned Unit Development for Valinvest Holding, LLC, located at 720 East Green Street*
13. *Resolution Authorizing the Execution of an Engineering Services Agreement with James J. Benes and Associates, Inc. (JJB) for the 2018 CDBG Annual Residential Streetlight Project in the not-to-exceed amount of \$31,369*
14. *Resolution Entering Into a Crossing Improvement Agreement with Metra as it Relates to the Church Road TAP-TCM Project*
15. *Resolution Authorizing the Execution of a Local Agency Agreement with the Illinois Department of Transportation (IDOT) for Grant Funding Associated with the Church Road Transportation Alternative Program (TAP) - Traffic Control Measure (TCM) Project*
16. *Resolution Approving a Donation of the Necessary Right of Way, Permanent, and Temporary Easements for the Benefit of the Church Road TAP-TCM Project*
17. *Resolution Authorizing Appropriating the Required Local Match Funds in the Amount of \$440,609 for the Church Road Transportation Alternative Program (TAP) - Traffic Control Measure (TCM) Project*
18. *Resolution Authorizing the Purchase of an Anti-Ice Apparatus from Henderson Products, Inc. as Part of the Tollway's Chloride Reduction Grant in the Not-to-Exceed Amount of \$19,982.88*
19. *Resolution Authorizing the Execution of a Contract with The Detroit Salt Company, LLC for the Purchase of 500 Tons of Bulk Rock Salt in the Not-to-Exceed Amount of \$33,575*
20. *Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the Senior / Disabled Grass Cutting Program*
21. *Resolution Authorizing a Supplement in the Amount of \$98,803 for the Design Engineering Services with Robinson Engineering Ltd. (REL) for the Downtown Streetscape Project – South Half for a Revised Contract Amount of \$244,275*
22. *Resolution Authorizing Entering into a Cost Participation Agreement in the Not-to-Exceed Amount of \$50,000 with Dayton Street Partners, LLC of Chicago, IL to Extend the Public Watermain Through a Private Property as Part of the Upcoming Private Development at 1055 Sesame St, Bensenville, IL*

23. *A Resolution Receiving and Placing on File the Village of Bensenville Comprehensive Annual Financial Report (CAFR) and Management Letter for Fiscal Year End December 31, 2017*
24. *Resolution Approving a Lobbying Services Agreement with Alfred G. Ronan Ltd. and the Village of Bensenville*
25. *Resolution Authorizing the Payment of the DMMC Annual Membership Dues for 2018/2019 for the Village of Bensenville*

**IX. REPORTS OF VILLAGE DEPARTMENTS**

- A. Administration
  1. *Resolution Renewing and Adopting the DuPage County Natural Hazards Mitigation Plan as an Official Plan of the Village of Bensenville*
- B. Community and Economic Development – No Report
- C. Finance – No Report
- D. Police Department – No Report
- E. Public Works – No Report
- F. Recreation – No Report

**X. REPORTS OF VILLAGE OFFICERS:**

- A. PRESIDENT'S REMARKS:
  1. *Proclamation of Special Recognition to the Beyond Dreams Teen Club in Bensenville*
  2. *Proclamation Declaring July 7, 2018 Arbor Day in the Village of Bensenville*
- B. VILLAGE MANAGER'S REPORT:
- C. VILLAGE ATTORNEY'S REPORT:

**XI. UNFINISHED BUSINESS**

**XII. NEW BUSINESS**

**XIII. EXECUTIVE SESSION**

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

**XIV. MATTERS REFERRED FROM EXECUTIVE SESSION**

**XV. ADJOURNMENT**

**TYPE:**Presentation**SUBMITTED BY:**M. Ribando**DEPARTMENT:**Village Manager**DATE:**06/26/18**DESCRIPTION:**Presentation from Beth Marchetti, Executive Director for the DuPage Convention Visitor's Bureau***SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*****COMMITTEE ACTION:**

N/A

**DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:**

Informational only. No action required.

**TYPE:**Minutes**SUBMITTED BY:**CW**DEPARTMENT:**Village Clerk's Office**DATE:**June 26, 2018**DESCRIPTION:**June 12, 2018 Village Board Meeting Minutes***SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

DRAFT\_180612\_VB

**Upload Date**

6/19/2018

**Type**

Cover Memo

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

**MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING**  
**June 12, 2018**

**CALL TO ORDER:** 1. President DeSimone called the meeting to order at 6:30 p.m.

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

Carmona, Franz, Jaworska, Lomax, Panicola, Perez

Absent: None

A quorum was present.

Staff Present: E. Summers, J. Caracci, G. Ferguson, T. Finner, F. Kosman, M. Ribando, A. Thakkar, S. Viger, C. Williamsen

**PUBLIC COMMENT:** **Mary Ann Medina – 185 South Church Road, Bensenville, Illinois**  
Ms. Medina addressed the Village Board regarding her most recent water bill. Ms. Medina stated she was not disputing the amount of gallons used. Ms. Medina explained she had been watering her lawn. Ms. Medina was disputing the sewer charge on the bill because the water used for the lawn was not discharged into the sewer. Village Manager, Evan Summers, asked for Ms. Medina's contact information to discuss the issue.

**Chris Galloway – Mohawk Terrace**

Mr. Galloway addressed the Village Board regarding drainage Issues in Mohawk Terrace. Mr. Galloway stated he was an attorney representing numerous Resident of the area. Village Manager, Evan Summers, informed Mr. Galloway that the Village is aware of the issue and had been working with the Residents effected. Mr. Summers stated a Resident specifically requested his driveway be redone by the Village. Mr. Summers stated when the Village informed him the matter was not a Village issue, the Resident threatened legal action. Mr. Summers asked for Mr. Galloway's contact information to discuss the issue.

**APPROVAL OF  
MINUTES:**

3. The May 22, 2018 Village Board Meeting minutes were presented.

Motion: Trustee Lomax made a motion to approve the minutes as presented. Trustee Carmona seconded the motion.

All were in favor. Motion carried.

**WARRANT NO.  
18/11:**

4. President DeSimone presented **Warrant No. 18/11** in the amount of \$2,930,202.73.

Motion: Trustee Franz made a motion to approve the warrants as presented. Trustee Perez seconded the motion.

**ROLL CALL:**

AYES: Carmona, Franz, Jaworska, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.  
R-78-2018:**

5. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-78-2018** entitled a **Resolution of the Village of Bensenville, Cook and DuPage Counties, Illinois Authorizing Settlement and Entry of Agreed Dismissal Order with the Illinois State Toll Highway Authority.**

There were no questions from the Village Board.

Motion: Trustee Panicola made a motion to approve the Resolution as presented. Trustee Perez seconded the motion.

**ROLL CALL:**

AYES: Carmona, Franz, Jaworska, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**PRESIDENT'S  
REMARKS:**

President DeSimone reminded all the first Music in the Park kicks off on June 13th.

President DeSimone reminded all of Liberty Fest and announced the Parade will begin at 10am.

President DeSimone announced CP Rail and the Tollway had reached an agreement and that the Western Access project will move forward. President DeSimone stated Staff and Village Consultants will monitor the process.

President DeSimone announced construction to install a noise monitor on Hillside Drive is scheduled to start this week.

**MANAGERS  
REPORT:**

Village Manager, Evan Summers, announced vehicle stickers are currently on sale.

Mr. Summers announced tall grass notices are being issued for grass taller than 8". Mr. Summers asked all Residents to comply with the Village Code.

**VILLAGE ATTORNEY  
REPORT:**

Village Attorney, Joseph Montana, had no report.

**EXECUTIVE  
SESSION:**

Village Attorney, Joseph Montana, stated there was not a need for Executive Session.

**Resolution No.  
R-79-2018:**

6. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-79-2018** entitled a **Resolution Authorizing the Settlement of a Worker's Compensation Claim in the Amount of \$40,000.**

There were no questions from the Village Board.

**Motion:**

Trustee Lomax made a motion to approve the Resolution as presented. Trustee Franz seconded the motion.

**ROLL CALL:** AYES: Carmona, Franz, Jaworska, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**ADJOURNMENT:** Trustee Panicola made a motion to adjourn the meeting. Trustee Carmona seconded the motion.

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 6:45 p.m.

Nancy Quinn  
Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_ day, June 2018

**TYPE:**Warrant**SUBMITTED BY:**Amit Thakkar**DEPARTMENT:**Finance**DATE:**06-26-18**DESCRIPTION:**Warrant report 06-26-18 18/12 \$2,037,992.50**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:**

Approve Warrant report 06-26-18 18/12 \$2,037,992.50

**ATTACHMENTS:****Description**

Warrant 18/12 06/26/18

**Upload Date**

6/21/2018

**Type**

Cover Memo

# VILLAGE OF BENSENVILLE WARRANT 18/12

## June 26, 2018

I hereby certify that the attached warrants are in accord with the current budget as adopted by the Corporate Authorities of the Village of Bensenville, and that sufficient funds are available to promptly pay said warrants, all in accordance with the Village Code and Illinois Statutes.

  
\_\_\_\_\_  
EVAN K SUMMERS  
VILLAGE MANAGER

  
\_\_\_\_\_  
AMIT THAKKAR  
DIRECTOR OF FINANCE

Approved by the Board of Trustees on June 26, 2018 hereby authorizing the Director of Finance to disburse \$ 2,037,992.50 the accounts indicated in the attached report.

\_\_\_\_\_  
NANCY QUINN  
VILLAGE CLERK

\_\_\_\_\_  
FRANK DESIMONE  
VILLAGE PRESIDENT



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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
7TH HEAVEN BAND, LLC									
1246									
082218	7TH HEAVEN BAND-08/22/18	SOUTH BARRIN	20181701	06/20/2018	11070110-577012	CR	MUSIC IN THE PARK	\$4,000.00	0
3/27/18	7TH HEAVEN BAND LIBERTYFEST	SOUTH BARRIN	20181825	04/26/2018	11070110-577013	CR	LIBERTY FEST	\$6,500.00	159497
								10,500.00	
A SPECIAL ELECTRIC SUPPLY									
3568									
148519	(6) LAMP BALLAST FOR JOHN ST.	WOOD DALE	20181990	06/17/2018	11174100-542310	SF	R&M EQUIPMENT	\$387.00	0
								387.00	
ADDISON BUILDING MATERIAL CO.									
3628									
878301	CYLINDER DEADBOLT LOCK & MAS	ARLINGTON HE	20181991	05/03/2018	11174100-542310	SF	R&M EQUIPMENT	\$729.79	0
881005	TOOLS AND SUPPLIES - EDGE ON .	ARLINGTON HE	20181992	06/09/2018	11174100-542310	SF	R&M EQUIPMENT	\$71.17	0
								800.96	
ADVANCE AUTO									
808									
8751814374034	PARTS	BENSENVILLE	20181881	06/22/2018	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$29.32	0
8751814974153	PARTS	BENSENVILLE	20181958	06/29/2018	51050540-542410	PW	R&M VEHICLES	\$183.25	0
8751814974157	PARTS	BENSENVILLE	20181958	06/29/2018	51050540-542410	PW	R&M VEHICLES	\$100.01	0
8751815028293	PARTS	BENSENVILLE	20181958	06/29/2018	51050540-542410	PW	R&M VEHICLES	\$21.83	0
8751815074169	PARTS	BENSENVILLE	20181958	06/29/2018	11050430-542410	PW	R&M VEHICLES	\$27.16	0
8751815074171	PARTS	BENSENVILLE	20181958	06/29/2018	51050540-542410	PW	R&M VEHICLES	\$6.15	0
8751815074181	PARTS	BENSENVILLE	20181958	06/29/2018	51050540-542410	PW	R&M VEHICLES	\$58.89	0
8751815074195	PARTS	BENSENVILLE	20181958	06/29/2018	51050540-542410	PW	R&M VEHICLES	\$9.45	0
8751815528778	PARTS	BENSENVILLE	20181958	07/04/2018	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$6.43	0
8751815548587	PARTS	BENSENVILLE	20181958	07/04/2018	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$6.15	0
8751815636494	PARTS	BENSENVILLE	20181958	06/29/2018	51050540-542410	PW	R&M VEHICLES	\$7.35	0
8751815736588	PARTS	BENSENVILLE	20182028	07/06/2018	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$17.59	0
8751815748628	PARTS	BENSENVILLE	20182028	07/06/2018	51050540-542410	PW	R&M VEHICLES	\$20.23	0
8751815748629	PARTS	BENSENVILLE	20182028	07/06/2018	51050540-542410	PW	R&M VEHICLES	\$39.94	0
875181829094	PARTS	BENSENVILLE	20182028	07/07/2018	11050420-542410	PW	R & M VEHICLES	\$2.03	0
								535.78	
AFSCME									
3105									
061518	MVP NATIONAL PEOPLE CLUB P/R		20182046	07/19/2018	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$16.80	9005055
								16.80	
AL WARREN OIL CO INC									
700									

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 6/26/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
W1138819	R-153-17 FUEL PURCHASE AND SE	HAMMOND	20180006	06/13/2018	11040110-554110	PW	FUEL/GAS/OIL	\$1,861.57	0
W1138819	R-153-17 FUEL PURCHASE AND SE	HAMMOND	20180006	06/13/2018	11050490-554110	PW	FUEL/GAS/OIL	\$2,363.39	0
W1138819	R-153-17 FUEL PURCHASE AND SE	HAMMOND	20180006	06/13/2018	11060640-554110	PW	FUEL/GAS/OIL	\$217.13	0
W1138819	R-153-17 FUEL PURCHASE AND SE	HAMMOND	20180006	06/13/2018	11070720-554110	PW	FUEL/GAS/OIL	\$110.10	0
W1138819	R-153-17 FUEL PURCHASE AND SE	HAMMOND	20180006	06/13/2018	51050540-554110	PW	FUEL/GAS/OIL	\$1,905.96	0
W1138819	R-153-17 FUEL PURCHASE AND SE	HAMMOND	20180006	06/13/2018	51050570-554110	PW	FUEL/GAS/OIL	\$176.41	0
W1143199	R-153-17 FUEL PURCHASE AND SE	HAMMOND	20180006	07/01/2018	11020190-554110	PW	FUEL/GAS/OIL	\$70.31	0
W1143199	R-153-17 FUEL PURCHASE AND SE	HAMMOND	20180006	07/01/2018	11040110-554110	PW	FUEL/GAS/OIL	\$2,783.59	0
W1143199	R-153-17 FUEL PURCHASE AND SE	HAMMOND	20180006	07/01/2018	11050490-554110	PW	FUEL/GAS/OIL	\$2,062.89	0
W1143199	R-153-17 FUEL PURCHASE AND SE	HAMMOND	20180006	07/01/2018	11060640-554110	PW	FUEL/GAS/OIL	\$116.38	0
W1143199	R-153-17 FUEL PURCHASE AND SE	HAMMOND	20180006	07/01/2018	11070720-554110	PW	FUEL/GAS/OIL	\$39.15	0
W1143199	R-153-17 FUEL PURCHASE AND SE	HAMMOND	20180006	07/01/2018	51050540-554110	PW	FUEL/GAS/OIL	\$1,256.09	0
W1143199	R-153-17 FUEL PURCHASE AND SE	HAMMOND	20180006	07/01/2018	51050570-554110	PW	FUEL/GAS/OIL	\$355.87	0
W1146600	R-153-17 FUEL PURCHASE AND SE	HAMMOND	20180006	07/18/2018	11040110-554110	PW	FUEL/GAS/OIL	\$1,913.07	0
W1146600	R-153-17 FUEL PURCHASE AND SE	HAMMOND	20180006	07/18/2018	11050490-554110	PW	FUEL/GAS/OIL	\$538.44	0
W1146600	R-153-17 FUEL PURCHASE AND SE	HAMMOND	20180006	07/18/2018	11060640-554110	PW	FUEL/GAS/OIL	\$129.20	0
W1146600	R-153-17 FUEL PURCHASE AND SE	HAMMOND	20180006	07/18/2018	11070720-554110	PW	FUEL/GAS/OIL	\$88.97	0
W1146600	R-153-17 FUEL PURCHASE AND SE	HAMMOND	20180006	07/18/2018	51050540-554110	PW	FUEL/GAS/OIL	\$367.56	0
W1146600	R-153-17 FUEL PURCHASE AND SE	HAMMOND	20180006	07/18/2018	51050570-554110	PW	FUEL/GAS/OIL	\$110.05	0
								<b>16,466.13</b>	
<b>ALEJANDRO MORA</b>									
<b>99</b>									
8007-200845	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								<b>70.00</b>	
<b>ALERT FIRE PROTECTION</b>									
<b>99</b>									
6956-35460	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$90.00	0
								<b>90.00</b>	
<b>ALEXANDER CHEMICAL CORP.</b>									
<b>2700</b>									
SLS 10071302	R-144-17 SODIUM HYPOCHLORITE	CHICAGO	20180013	07/11/2018	51050570-554120	PW	CHEMICALS	\$3,049.18	0
								<b>3,049.18</b>	
<b>ALEXIAN BROTHERS CORP.HEALTH S</b>									
<b>12656</b>									
653129	5 PANEL RAPID DRUG SCREEN - L.	CHICAGO	20182083	07/01/2018	11020130-541210	AD	PHYSICAL EXAMS	\$901.00	0
654000	5 PANEL RAPID DRUG SCREEN - L.	CHICAGO	20182083	07/01/2018	11020130-541210	AD	PHYSICAL EXAMS	\$192.00	0
654424	5 PANEL RAPID DRUG SCREEN - L.	CHICAGO	20182083	07/01/2018	11020130-541210	AD	PHYSICAL EXAMS	\$76.00	0
								<b>1,169.00</b>	

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 6/26/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
<b>AMERIBUILD &amp; RESTORATION INC.</b>									
<b>99</b>									
7912-16509	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								<b>70.00</b>	
<b>AMERICAN CONSERVATION &amp; BILLING</b>									
<b>1262</b>									
8328	AQUAHAWK - 7/1-8/1/18	COLORADO SP	20181974	07/01/2018	51030250-549990	FN	OTHER CONTRACTUAL SERVICES	\$995.00	0
								<b>995.00</b>	
<b>ANDERSON LOCK CO.</b>									
<b>6304</b>									
0975994	(4) DUPLICATE KEY - EDGE ON JE	DES PLAINES	20181998	06/21/2018	11174100-542310	SF	R&M EQUIPMENT	\$3.99	0
0975999	(4) DUPLICATE KEY - EDGE ON JE	DES PLAINES	20181998	06/21/2018	11174100-542310	SF	R&M EQUIPMENT	\$9.98	0
								<b>13.97</b>	
<b>ANGIE ARROYO</b>									
<b>99</b>									
7766-12450	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								<b>70.00</b>	
<b>ANITA CARDENAS</b>									
<b>99</b>									
8029-204683	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
								<b>105.00</b>	
<b>APPLIED MAINTENANCE SUPPLIES &amp;</b>									
<b>1544</b>									
96944095	(6) CANS OF AERO-CHEM BRUTE C	STRONGSVILLE	20181980	06/28/2018	11174100-542170	SF	R&M ICE RINKS	\$76.99	0
								<b>76.99</b>	
<b>ASG STAFFING INC</b>									
<b>1032</b>									
112390	MARIO ESTRADA SALARY - REDMC	BENSENVILLE	20181965	06/18/2018	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$475.95	0
112552	MARIO ESTRADA SALARY - REDMC	BENSENVILLE	20181965	06/25/2018	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$332.27	0
112707	MARIO ESTRADA SALARY - REDMC	BENSENVILLE	20181965	07/02/2018	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$125.72	0
								<b>933.94</b>	
<b>ASSURANCE FIRE &amp; SAFETY INC</b>									
<b>137</b>									
7459	2018 FIRE EXTINGUISHER SERVICE	WOOD DALE	20181950	06/25/2018	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$300.35	0
7460	2018 FIRE EXTINGUISHER SERVICE	WOOD DALE	20181950	06/25/2018	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$45.50	0
7461	2018 FIRE EXTINGUISHER SERVICE	WOOD DALE	20181950	06/25/2018	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$128.95	0
7462	2018 FIRE EXTINGUISHER SERVICE	WOOD DALE	20181950	06/25/2018	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$91.45	0
7463	2018 FIRE EXTINGUISHER SERVICE	WOOD DALE	20181950	06/25/2018	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$186.00	0

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
7464	2018 FIRE EXTINGUISHER SERVICE	WOOD DALE	20181950	06/25/2018	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$10.50	0
7465	2018 FIRE EXTINGUISHER SERVICE	WOOD DALE	20181950	06/25/2018	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$740.75	0
7466	2018 FIRE EXTINGUISHER SERVICE	WOOD DALE	20181950	06/25/2018	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$265.00	0
7467	2018 FIRE EXTINGUISHER SERVICE	WOOD DALE	20181950	06/25/2018	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$58.45	0
7468	2018 FIRE EXTINGUISHER SERVICE	WOOD DALE	20181950	06/25/2018	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$468.90	0
								<b>2,295.85</b>	
<b>ATHLACTON TOPCO LLC</b>									
<b>1546</b>									
1012890	R-12-2018PURCHASE OF MAXGALA	DALLAS	20181922	05/30/2018	11070720-531260	SF	INFO TECHNOLOGY SERVICES	\$1,687.50	0
1012890	R-12-2018PURCHASE OF MAXGALA	DALLAS	20181922	05/30/2018	11070760-531260	SF	INFO TECHNOLOGY SERVICES	\$1,687.50	0
1012890	R-12-2018PURCHASE OF MAXGALA	DALLAS	20181922	05/30/2018	11070790-531260	SF	INFO TECHNOLOGY SERVICES	\$1,687.50	0
1012890	R-12-2018PURCHASE OF MAXGALA	DALLAS	20181922	05/30/2018	11174100-531260	SF	INFO TECHNOLOGY SERVICES	\$1,687.50	0
								<b>6,750.00</b>	
<b>AUSTIN BANK OF CHICAGO</b>									
<b>1338</b>									
061518	FEDERAL W/H P/R 6/15/18		20182065	07/19/2018	11000000-212010	FN	PAYROLL DEDUCT'N-FED INC TX	\$40,741.79	9005051
061518	FEDERAL W/H P/R 6/15/18		20182065	07/19/2018	11000000-212020	FN	PAYROLL DEDUCT'N-SOC SEC	\$29,493.47	9005051
061518	FEDERAL W/H P/R 6/15/18		20182065	07/19/2018	11000000-212030	FN	PAYROLL DEDUCT'N-MEDICARE	\$10,876.18	9005051
								<b>81,111.44</b>	
<b>BATTERY SERVICE CORPORATION</b>									
<b>2716</b>									
0037155	BATTERIES FOR FIRE ALARM PANE	BENSENVILLE	20181986	06/21/2018	11070760-542310	SF	R&M EQUIPMENT	\$125.52	0
0037155	BATTERIES FOR FIRE ALARM PANE	BENSENVILLE	20181986	06/21/2018	11174100-542310	SF	R&M EQUIPMENT	\$18.22	0
0037157	BATTERIES FOR FIRE ALARM PANE	BENSENVILLE	20181986	06/21/2018	11070760-542310	SF	R&M EQUIPMENT	\$18.22	0
0037157	BATTERIES FOR FIRE ALARM PANE	BENSENVILLE	20181986	06/21/2018	11174100-542310	SF	R&M EQUIPMENT	\$2.65	0
0037192	BATTERIES	BENSENVILLE	20181985	06/21/2018	51050550-542310	PW	R&M MATERIALS & EQUIPMENT	\$83.48	0
0037374	BATTERIES	BENSENVILLE	20181985	06/24/2018	51050550-542310	PW	R&M MATERIALS & EQUIPMENT	\$41.74	0
0037600	BATTERIES	BENSENVILLE	20181985	06/30/2018	51050540-542410	PW	R&M VEHICLES	\$100.95	0
								<b>390.78</b>	
<b>BAXTER &amp; WOODMAN, INCORPORATE</b>									
<b>2717</b>									
0199489	PRETREATMENT ASSISTANCE	CRYSTAL LAKE	20182069	06/30/2018	51050577-536511	PW	ENG SVC - ENVIRONMENTAL	\$9,989.89	0
								<b>9,989.89</b>	
<b>BESCH BROS ROOFING INC.</b>									
<b>99</b>									
8239-301144	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								<b>70.00</b>	

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
<b>BLANCA RIVERA</b>									
<b>99</b>									
8061-37344	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								<b>70.00</b>	
<b>BLITT &amp; GAINES PC</b>									
<b>13021</b>									
061518	WAGE DEDUCTION WH 6/15/18	WHEELING	20182088	07/19/2018	11000000-217500	FN	PAYROLL DEDUCT'N-COURT ORD	\$364.37	9005058
								<b>364.37</b>	
<b>BRIGGS PAVING</b>									
<b>99</b>									
8094-33712	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
8095-33712	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
								<b>360.00</b>	
<b>BRIGHT DIRECTIONS</b>									
<b>683</b>									
061518	BRIGHT DIRECTIONS COLLEGE P/F	LINCOLN	20182027	07/19/2018	11000000-213500	FN	PAYROLL DEDUCT'N-BRIGHT STAF	\$200.00	9005056
								<b>200.00</b>	
<b>CALL ONE</b>									
<b>512</b>									
1133529-0618	CALL ONE 6/15-7/14/2018	BEDFORD PARI	20182054	07/15/2018	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$2,968.55	0
								<b>2,968.55</b>	
<b>CARINA ORTEGA</b>									
<b>99</b>									
7961-21077	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$35.00	0
								<b>35.00</b>	
<b>CARRIE CONGINE</b>									
<b>99</b>									
8127-36658	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								<b>70.00</b>	
<b>CDS OFFICE TECHNOLOGIES</b>									
<b>684</b>									
INV1163180	COPIER SUPPORT 6/1/18-6/30/18	SPRINGFIELD	20181956	07/06/2018	11020180-548110	FN	RENTAL & LEASE - EQUIPMENT	\$1,729.20	0
								<b>1,729.20</b>	
<b>CED</b>									
<b>401</b>									
1028-604107	LIGHT BULB/LOBBY-	DES MOINES	20182025	06/20/2018	11040110-542110	PD	R&M BUILDING	\$64.15	0
1028-605704	ELECTRICAL SUPPLIES	DES MOINES	20181951	06/28/2018	11050420-552670	PW	MATERIAL/SUPPLIES-ST LIGHTS	\$71.55	0
1028-605719	ELECTRICAL SUPPLIES	DES MOINES	20181951	06/28/2018	11050420-552670	PW	MATERIAL/SUPPLIES-ST LIGHTS	\$211.93	0

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								<b>347.63</b>	
<b>CHASE MANHATTAN BANK</b>									
<b>12098</b>									
OVERBOARD WEE	MOVIE RENTAL FEE"OVERBOARD"	BROOKLYN	20181892	06/24/2018	11070790-547910	SF	MOVIE RENTAL FEES	\$415.15	0
								<b>415.15</b>	
<b>CHICAGO PARTS &amp; SOUND LLC</b>									
<b>929</b>									
30IC076662	SHOP SUPPLIES	ELK GROVE VII	20181961	07/04/2018	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$103.50	0
								<b>103.50</b>	
<b>CHRIST PANOS FOODS CORPORATION</b>									
<b>205</b>									
436660	FOOD ITEMS FOR SUNDAE'S TOO	ITASCA	20181927	06/30/2018	11070790-557810	SF	FOOD ITEMS	\$550.11	0
								<b>550.11</b>	
<b>CHRISTOPHER B BURKE ENGINEERIN</b>									
<b>2738</b>									
143709	R-31-18 DESIGN ENG PHASE I&II	ROSEMONT	20181116	07/06/2018	31080810-536513	PW	ENG SVC - DESIGN	\$16,294.16	0
								<b>16,294.16</b>	
<b>CINEVIZION, LLC</b>									
<b>1507</b>									
90002502	FILM DELIVERY SERVICE:"THE MIR	ALPINE	20181930	06/07/2018	11070790-540110	SF	POSTAGE/DELIVERY SERVICESS	\$40.00	0
								<b>40.00</b>	
<b>CINTAS CORPORATION</b>									
<b>13176</b>									
40K101140	CLEANING FLOOR MATS-VLG HALL	MAYWOOD	20181898	07/08/2018	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$151.12	0
								<b>151.12</b>	
<b>CINTAS FIRST AID &amp; SAFETY</b>									
<b>2974</b>									
8403674779	MEDICAL CABINET SUPPLIES-INV #	IRVING	20181940	07/01/2018	11040110-542110	PD	R&M BUILDING	\$101.97	0
								<b>101.97</b>	
<b>CITRON HYGIENE US CORP</b>									
<b>1548</b>									
396379	CLEANING SUPPLIES-THE EDGE AI	BILLERICA	20181931	06/23/2018	11070790-542112	SF	R & M BUILDING-CLEANING	\$0.89	0
396379	CLEANING SUPPLIES-THE EDGE AI	BILLERICA	20181931	06/23/2018	11174100-542112	SF	R&M BUILDING-CLEANING	\$13.87	0
396380	CLEANING SUPPLIES-THE EDGE AI	BILLERICA	20181931	06/23/2018	11070790-542112	SF	R & M BUILDING-CLEANING	\$12.08	0
396380	CLEANING SUPPLIES-THE EDGE AI	BILLERICA	20181931	06/23/2018	11174100-542112	SF	R&M BUILDING-CLEANING	\$187.18	0
396381	CLEANING SUPPLIES-THE EDGE AI	BILLERICA	20181931	06/23/2018	11070790-542112	SF	R & M BUILDING-CLEANING	\$1.79	0
396381	CLEANING SUPPLIES-THE EDGE AI	BILLERICA	20181931	06/23/2018	11174100-542112	SF	R&M BUILDING-CLEANING	\$27.73	0
396382	AUTO FRESH MAY 2018	BILLERICA	20182038	06/23/2018	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$29.52	0

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								<b>273.06</b>	
<b>CIVITECH ENGINEERING INC</b>									
<b>454</b>									
46610	R-19-17 IL83 CMAQ TCM PHASE I	ITASCA	20180442	06/30/2018	31080810-536513	PW	ENG SVC - DESIGN	\$3,416.58	0
								<b>3,416.58</b>	
<b>CLARKE ENVIRONMENTAL MOSQ. MA</b>									
<b>2765</b>									
001001006	R-145-17 MOSQUITO ABATEMENT S	CHICAGO	20180014	06/24/2018	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$7,299.00	0
5080682	R-145-17 MOSQUITO ABATEMENT S	CHICAGO	20180014	05/06/2018	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$5,795.30	0
5081933	NATULAR TABLETS	CHICAGO	20182042	07/12/2018	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$814.40	0
								<b>13,908.70</b>	
<b>CNC GRAPHICS LTD.</b>									
<b>99</b>									
7907-36334	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
								<b>180.00</b>	
<b>COCA COLA REFRESHMENTS USA INC</b>									
<b>7585</b>									
716207688	BEVERAGES FOR SUNDAE'S TOO	CHICAGO	20181932	06/24/2018	11070790-557810	SF	FOOD ITEMS	\$360.66	0
								<b>360.66</b>	
<b>COMCAST</b>									
<b>12216</b>									
0001924-0618	COMCAST SERVICE	SOUTHEASTF	20180073	06/20/2018	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$12.63	0
0002237-0618	COMCAST CABLE TV @ 735 E.JEFF	SOUTHEASTF	20180060	07/04/2018	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$222.26	0
								<b>234.89</b>	
<b>COMMONWEALTH EDISON</b>									
<b>2668</b>									
0225142110-0518	ENERGY SERVICE 4/27/18-5/29/18	CAROL STREA	20182041	06/28/2018	11050420-541370	PW	ELECTRICITY	\$50.91	0
0255029237-0518	ENERGY SERVICE 4/27/18-5/29/18	CAROL STREA	20182041	06/28/2018	11050420-541370	PW	ELECTRICITY	\$124.55	0
0535014110-0518	ENERGY SERVICE 4/27/18-5/29/18	CAROL STREA	20182041	06/28/2018	11050420-541370	PW	ELECTRICITY	\$54.59	0
0704031005-0518	ENERGY SERVICE 4/27/18-5/29/18	CAROL STREA	20182041	06/28/2018	11050420-541370	PW	ELECTRICITY	\$22.53	0
3171043096-0518	ENERGY SERVICE 4/27/18-5/29/18	CAROL STREA	20182041	06/28/2018	11050420-541370	PW	ELECTRICITY	\$95.78	0
3447078072-0518	ENERGY SERVICE 4/27/18-5/29/18	CAROL STREA	20182041	06/28/2018	11050420-541370	PW	ELECTRICITY	\$59.67	0
4548117053-0518	ENERGY SERVICE 4/27/18-5/29/18	CAROL STREA	20182041	06/28/2018	11050420-541370	PW	ELECTRICITY	\$51.02	0
4851030016-0518	ENERGY SERVICE 4/27/18-5/29/18	CAROL STREA	20182041	06/28/2018	11050420-541370	PW	ELECTRICITY	\$548.02	0
5595153071-0518	ENERGY SERVICE 4/27/18-5/29/18	CAROL STREA	20182041	06/28/2018	11050420-541370	PW	ELECTRICITY	\$91.68	0
6483028035-0518	ENERGY SERVICE 4/27/18-5/29/18	CAROL STREA	20182041	06/28/2018	11050420-541370	PW	ELECTRICITY	\$7.50	0
7058038017-0518	ELECTRIC BILL-3/31/18-5/29/18	CAROL STREA	20181939	06/30/2018	11040341-577121	PD	TEEN CENTER	\$207.64	0
								<b>1,313.89</b>	

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**COOK COUNTY RECORDER**  
**11894**

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<b>CORE &amp; MAIN LP</b>									
<b>12655</b>									
I768925	HYDRANT	ST LOUIS	20182080	05/25/2018	51050540-552520	PW	WATER MAIN PARTS	\$3,055.54	0
I778086	620 SUPREME HYDRANT INSTALL	ST LOUIS	20182082	05/27/2018	51050540-552520	PW	WATER MAIN PARTS	\$3,574.54	0
I784427	VALVE BOX RISER	ST LOUIS	20182081	05/27/2018	51050540-552520	PW	WATER MAIN PARTS	\$4,253.27	0
I812231	STOCK	ST LOUIS	20182079	06/06/2018	51050540-552520	PW	WATER MAIN PARTS	\$3,628.86	0
I818373	BID#573612 6" PIPING	ST LOUIS	20181472	06/14/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$3,179.00	0
I925162	PAINT-METERS	ST LOUIS	20182018	06/23/2018	51050540-552520	PW	WATER MAIN PARTS	\$1,724.00	0
I932440	PAINT-METERS	ST LOUIS	20182018	06/24/2018	51050110-551110	PW	MATERIAL/SUPPLIES	\$480.00	0
								<b>19,895.21</b>	
<b>CUPKAKE'S FAMILY FUN TIME ENTER</b>									
<b>1408</b>									
061818	MUSIC IN THE PARK BALLOONIST -	TINLEY PARK	20182066	07/12/2018	11070110-577012	CR	MUSIC IN THE PARK	\$480.00	0
								<b>480.00</b>	
<b>CUSTOM HOME ELECTRIC INC.</b>									
<b>99</b>									
8184-17123	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
								<b>180.00</b>	
<b>DE LAGE LANDEN FINANCIAL SERVIC</b>									
<b>983</b>									
59488717	COPIER LEASE 345 GREEN ST 6/1-	WAYNE	20181964	07/09/2018	11020180-548110	FN	RENTAL & LEASE - EQUIPMENT	\$429.00	0
								<b>429.00</b>	
<b>DELL COMPUTER CORPORATION</b>									
<b>11807</b>									
10248581710	DELL OPTIPLEX 3050 SFF QUOTE 3	CHICAGO	20181933	07/12/2018	11020180-594000	IT	CAPITAL OUTLAY - MACHINERY &	\$12,577.14	0
								<b>12,577.14</b>	
<b>DEPUE MECHANICAL INC</b>									
<b>1072</b>									
8713	SERVICE CALL:COMPRESSOR # 1 I	MINOOKA	20181967	02/09/2018	11174100-594000	SF	CAPITAL OUTLAY - MACHINERY &	\$132.00	0
9529	SERVICE CALL:COMPRESSOR # 1 I	MINOOKA	20181967	05/08/2018	11174100-594000	SF	CAPITAL OUTLAY - MACHINERY &	\$330.00	0
								<b>462.00</b>	
<b>DISCOVERY BENEFITS</b>									
<b>504</b>									
0000881590-IN	COBRA BENEFITS MAY 2018	FARGO	20181953	07/19/2018	11000000-214110	FN	PAYROLL DEDUCT'N-HEALTH INS	\$70.85	9005059
								<b>70.85</b>	
<b>DRYDON EQUIPMENT INC</b>									
<b>1094</b>									
19318	TUBING	ELGIN	20181969	04/22/2018	51050570-542410	PW	R&M VEHICLES	\$764.44	0

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								<b>764.44</b>	
<b>DUPAGE COUNTY RECORDER</b>									
<b>3522</b>									
20180530-0234	UB LIEN 03-15-232-007 & 03-15-232-	WHEATON	20182047	06/29/2018	11010030-541140	FN	LEGAL NOTICES	\$11.00	0
								<b>11.00</b>	
<b>DUPAGE MAYORS AND MANAGERS</b>									
<b>3302</b>									
10380	2018-2019 CONFERENCE MEMBER:	OAK BROOK	20182073	06/14/2018	11010010-521110	AD	MEMBERSHIP DUES	\$20,026.04	0
								<b>20,026.04</b>	
<b>DUPAGE RIVER/SALT CREEK WORKG</b>									
<b>12698</b>									
52	R-70-18 DRSCW FOR THE 2018/201	NAPERVILLE	20182084	03/26/2018	51050570-521110	PW	MEMBERSHIP DUES	\$13,869.00	0
								<b>13,869.00</b>	
<b>EDWIN HANCOCK ENGINEERING CO.</b>									
<b>1516</b>									
18-0321	R-19-18 2018 WATERMAIN IMPROVI	WESTCHESTER	20181465	06/30/2018	31080860-536515	PW	ENG SVC - PROJECT MANAGEMEN	\$20,660.00	0
								<b>20,660.00</b>	
<b>EMPIRE RENOVATIONS INC.</b>									
<b>99</b>									
8194-31947	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								<b>70.00</b>	
<b>ENGINEERING ENTERPRISES, INC.</b>									
<b>671</b>									
64237	R-20-18 GEORGE ST BYPASS STOF	SUGAR GROVE	20180685	06/30/2018	31080850-536515	PW	ENG SVC - PROJECT MANAGEMEN	\$2,957.50	0
								<b>2,957.50</b>	
<b>ERIC M BLAESING</b>									
<b>11355</b>									
1964	PARTS FOR THE OLYMPIA/ICE RES	MACHESNEY P.	20182013	06/26/2018	11174100-542610	SF	R&M OLYMPIA	\$686.45	0
								<b>686.45</b>	
<b>EVAN K SUMMERS</b>									
<b>1266</b>									
6/12/18	AMERICAN AIRLINES - ICMA CONF	BENSENVILLE		07/12/2018	11020110-522110	FN	EXPENSE REIMBURSEMENT	\$302.40	0
								<b>302.40</b>	
<b>FERRELLGAS</b>									
<b>136</b>									
1101514318	REFILL PROPANE GAS CYLINDERS	DENVER	20181949	06/28/2018	11174100-541385	SF	GAS-PROPANE	\$53.78	0
1101591327	REFILL PROPANE GAS CYLINDERS	DENVER	20181949	07/05/2018	11174100-541385	SF	GAS-PROPANE	\$61.41	0

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								<b>115.19</b>	
<b>FIRST TRANSIT INC</b>									
<b>9327</b>									
55450052018	R-151-17 DIAL A RIDE SERVICE	CHICAGO	20180016	07/04/2018	11050118-549990	PW	OTHER CONTRACTUAL SERVICE	\$21,640.18	0
								<b>21,640.18</b>	
<b>FLOW-TECHNICS, INC.</b>									
<b>11231</b>									
INV000006558	SULZER ABS XFP100C CB1.4 PE35	FRANKFORT	20180978	06/29/2018	51050560-542310	PW	R&M MATERIALS & EQUIPMENT	\$3,746.00	0
								<b>3,746.00</b>	
<b>GARY JOHNSTON</b>									
<b>349</b>									
APR 2018	TRUCK PERMIT SERVICES-APR 20	ELBURN	20182023	06/09/2018	11040110-532100	PD	PROFESSIONAL SERVICES	\$184.14	0
DEC 2017	TRUCK PERMIT SERVICES-DEC 20	ELBURN	20182020	06/18/2018	11040110-532100	PD	PROFESSIONAL SERVICES	\$518.22	0
FEB 2018	TRUCK PERMIT SERVICES-FEB 20	ELBURN	20182021	04/09/2018	11040110-532100	PD	PROFESSIONAL SERVICES	\$160.38	0
MAR 2018	TRUCK PERMIT SERVICES-MAR 20	ELBURN	20182022	05/10/2018	11040110-532100	PD	PROFESSIONAL SERVICES	\$295.02	0
MAY 2018	TRUCK PERMIT SERVICES-MAY 20	ELBURN	20182024	07/10/2018	11040110-532100	PD	PROFESSIONAL SERVICES	\$1,542.06	0
								<b>2,699.82</b>	
<b>GILLIGAN, THOMAS (E)</b>									
<b>1499</b>									
052918	TUITION REIMBURSEMENT -COMPI	BOLINGBROOK	20182067	06/27/2018	11020130-521510	AD	TRAINING PROGRAMS/SESSIONS	\$4,809.33	0
								<b>4,809.33</b>	
<b>GO FIGURE SPORTS LLC</b>									
<b>1487</b>									
05/17/2018	(65) FIGURE SKATING TIGHTS - E	WEBSTER GRC	20181976	06/16/2018	11174100-557481	SF	ICE SHOW COSTUMES-PURCHASI	\$555.00	0
								<b>555.00</b>	
<b>GOLD MEDAL-CHICAGO</b>									
<b>9695</b>									
339982	FOOD ITEMS FOR SUNDAE'S TOO	BENSENVILLE	20182010	06/28/2018	11070790-557810	SF	FOOD ITEMS	\$587.70	0
								<b>587.70</b>	
<b>GOVERNMENT FINANCE OFFICERS ASSOCIATION</b>									
<b>11900</b>									
25251002-2018	MEMBERSHIP 7/1/18-6/30/19 A.TH	CHICAGO	20182016	06/21/2018	11030110-521110	FN	MEMBERSHIP DUES	\$225.00	0
								<b>225.00</b>	
<b>GOVSPEND</b>									
<b>1537</b>									
39275	ANNUAL SUBSCRIPTION MAY 2018	DEERFIELD BE	20181979	06/07/2018	11020180-542100	FN	MAINTENANCE AGREEMENTS	\$2,000.00	0
								<b>2,000.00</b>	

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
<b>GRAND CONSTRUCTION INC.</b>									
<b>99</b>									
7139-35332	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$155.00	0
								<b>155.00</b>	
<b>GREAT LAKES CONCRETE LLC</b>									
<b>1549</b>									
228877	STORM SEWER PARTS	CHICAGO HEIG	20181981	06/14/2018	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$1,274.51	0
228878	STORM SEWER PARTS	CHICAGO HEIG	20181981	06/14/2018	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$230.80	0
228879	STORM SEWER PARTS	CHICAGO HEIG	20181982	06/14/2018	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$1,334.55	0
								<b>2,839.86</b>	
<b>GREEN HORIZON INC</b>									
<b>811</b>									
9452	R-18-18 LAWN MAINTENANCE SER'	LOMBARD	20180686	06/01/2018	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$8,571.43	0
9519	R-18-18 LAWN MAINTENANCE SER'	LOMBARD	20180686	07/02/2018	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$8,571.43	0
								<b>17,142.86</b>	
<b>GREG / US EXPRESS LEASING</b>									
<b>9</b>									
1616284	POLICE CITATION			07/01/2018	11000000-444112	FN	FINES- PARKING	\$25.00	0
								<b>25.00</b>	
<b>H &amp; H ELECTRIC CO.</b>									
<b>9769</b>									
30821	STREET LIGT POLE REPLACEMENT	FRANKLIN PAR	20181546	07/11/2018	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	\$1,892.10	0
								<b>1,892.10</b>	
<b>HD SUPPLY FACILITIES</b>									
<b>1062</b>									
9163080950	PURCHASE OF 36" DOOR SWEEP /	SAN DIEGO	20181966	06/10/2018	11174100-542310	SF	R&M EQUIPMENT	\$129.90	0
								<b>129.90</b>	
<b>HENDERSON PRODUCTS INC</b>									
<b>1038</b>									
264410	SWITCH	HUNTLEY	20182030	01/31/2018	11050420-542410	PW	R & M VEHICLES	\$221.98	0
								<b>221.98</b>	
<b>HERSHEY CREAMERY COMPANY</b>									
<b>13115</b>									
INVE0013080658	ICE CREAM FOR SUNDAE'S TOO	HARRISBURG	20182019	07/01/2018	11070790-557810	SF	FOOD ITEMS	\$518.50	0
								<b>518.50</b>	
<b>HIGHWAY SALES INCORPORATED</b>									
<b>2855</b>									
2743577	PARTS	ADDISON	20182043	07/12/2018	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$99.88	0

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								<b>99.88</b>	
<b>HINSHAW &amp; CULBERTSON LLP</b>									
<b>1335</b>									
11799388	TAX CONSORTIUM	CHICAGO	20182064	07/12/2018	11020120-533110	AD	LEGAL SERVICES	\$1,080.00	0
								<b>1,080.00</b>	
<b>HOME DEPOT CREDIT SERVICES</b>									
<b>7665</b>									
3041708	MATERIALS AND SUPPLIES- EDGE	LOUISVILLE	20182005	06/28/2018	11070720-542310	SF	R & M EQUIPMENT	\$90.70	0
3041708	MATERIALS AND SUPPLIES- EDGE	LOUISVILLE	20182005	06/28/2018	11174100-542310	SF	R&M EQUIPMENT	\$10.83	0
3043343	MATERIALS AND SUPPLIES- EDGE	LOUISVILLE	20182005	06/28/2018	11070720-542310	SF	R & M EQUIPMENT	\$315.12	0
3043343	MATERIALS AND SUPPLIES- EDGE	LOUISVILLE	20182005	06/28/2018	11174100-542310	SF	R&M EQUIPMENT	\$37.64	0
9033002	MATERIALS AND SUPPLIES- EDGE	LOUISVILLE	20182005	06/28/2018	11070720-542310	SF	R & M EQUIPMENT	\$25.23	0
9033002	MATERIALS AND SUPPLIES- EDGE	LOUISVILLE	20182005	06/28/2018	11174100-542310	SF	R&M EQUIPMENT	\$3.01	0
9103066	MATERIALS AND SUPPLIES- EDGE	LOUISVILLE	20182005	06/28/2018	11070720-542310	SF	R & M EQUIPMENT	\$6.28	0
9103066	MATERIALS AND SUPPLIES- EDGE	LOUISVILLE	20182005	06/28/2018	11174100-542310	SF	R&M EQUIPMENT	\$0.75	0
9623898	MATERIALS AND SUPPLIES- EDGE	LOUISVILLE	20182005	06/28/2018	11070720-542310	SF	R & M EQUIPMENT	\$16.96	0
9623898	MATERIALS AND SUPPLIES- EDGE	LOUISVILLE	20182005	06/28/2018	11174100-542310	SF	R&M EQUIPMENT	\$2.02	0
								<b>508.54</b>	
<b>HVC PLUMBING, INC</b>									
<b>950</b>									
10098A	408 S CENTER ST SEWER REPAIR	FOX LAKE	20182055	07/07/2018	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$5,400.00	0
								<b>5,400.00</b>	
<b>ICMA_RC RETIREMENT</b>									
<b>3096</b>									
06/15/18	I.C.M.A. W/H P/R 6/15/18		20182070	07/19/2018	11000000-213100	FN	PAYROLL DEDUCT'N-DEF COMP	\$11,700.92	9005060
06/15/18	ROTH P/R 6/15/18		20182045	07/19/2018	11000000-213300	FN	PAYROLL DEDUCT'N-ROTH IRA	\$1,158.06	9005062
								<b>12,858.98</b>	
<b>ILLINOIS DEPARTMENT OF REVENUE</b>									
<b>3098</b>									
06/15/18	IL STATE P/R TAX WH P/R 6/15/1	SPRINGFIELD	20182071	07/19/2018	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$16,627.46	9005050
								<b>16,627.46</b>	
<b>INC. RENTEX ATT: ACCT RECEIVABLE</b>									
<b>9</b>									
1619150	VEHICLE LICENSE APPLICATION			07/06/2018	31000000-420310	FN	VEHICLE LICENSES	\$49.00	0
								<b>49.00</b>	
<b>JAIME AYALA JR.</b>									
<b>1040</b>									
2018-1034	15X15 JUMPI WITH ATTENDANT	CAROL STREAM	20182058	07/19/2018	11070110-577012	CR	MUSIC IN THE PARK	\$800.00	0

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								800.00	
JOHN NERI CONSTRUCTION CO INC									
742									
PAYOUT 1	R-35-18 GEORGE ST BYPASS STOF	ADDISON	20181101	07/08/2018	31080850-596000	PW	CAPITAL CONSTRUCTION	\$344,543.40	0
								344,543.40	
JOHN TORNABENE									
9									
JUNE 15 2018	SENIOR LUNCHEON SUPPLIES			07/18/2018	11070110-577125	AD	SENIOR CITIZEN PROGRAMS	\$50.00	0
								50.00	
JORGE LEYVA									
99									
7889-37665	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$208.00	0
								208.00	
JORSON & CARLSON CO., INC.									
7925									
0547518	(3) ICE SCRAPER KNOVES SHARPE	ELK GROVE VII	20182006	06/21/2018	11174100-542610	SF	R&M OLYMPIA	\$74.38	0
0548117	(3) ICE SCRAPER KNOVES SHARPE	ELK GROVE VII	20182006	06/28/2018	11174100-542610	SF	R&M OLYMPIA	\$39.94	0
0548811	(3) ICE SCRAPER KNOVES SHARPE	ELK GROVE VII	20182006	07/05/2018	11174100-542610	SF	R&M OLYMPIA	\$39.94	0
								154.26	
JUAN BRITO									
99									
8278-206022	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
								105.00	
JUAN DE DIOS									
9									
06/15/18	VEHICLE LICENSE			06/23/2018	31000000-420310	FN	VEHICLE LICENSES	\$19.00	0
								19.00	
KLC BROKERAGE INC.									
9									
6/8/18	POLICE CITATION			07/08/2018	11000000-444113	FN	FINES - COMPLIANCE	\$125.00	0
								125.00	
KRUMWIEDE ROOFING COMPANY INC									
99									
8223-10574	BOND REFUND			07/08/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								70.00	
LANE VALENTE INDUSTRIES									
99									

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7555-36717	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00 <b>180.00</b>	0
<b>LANER MUCHIN LTD</b>									
<b>11469</b>									
540504	LEGAL SERVICES PERFORMED TH	CHICAGO	20181925	07/08/2018	11020120-533110	AD	LEGAL SERVICES-GENERAL	\$1,560.00 <b>1,560.00</b>	0
<b>LAW OFFICES OF JOHN Z TOSCAS</b>									
<b>12719</b>									
061118R	RED LIGHT MAIL-INV #053118M/06	PALOS HEIGHT	20181944	07/11/2018	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$300.00	0
061418BM	BUILD/MUNIC HEARING-INV #06141	PALOS HEIGHT	20182101	07/15/2018	11040110-533100	PD	LEGAL SERVICES	\$400.00	0
061418T	TOW HEARING-INV #061418T	PALOS HEIGHT	20182102	07/15/2018	11040110-533100	PD	LEGAL SERVICES	\$500.00 <b>1,200.00</b>	0
<b>LINDAHL BROTHERS INC</b>									
<b>338</b>									
7793	R-143-17 SAND STONE DELIVERY &	BENSENVILLE	20180005	06/22/2018	51050540-552610	PW	GRAVEL/ASPHALT	\$3,272.31 <b>3,272.31</b>	0
<b>LUIS A. ANGELES BAHENA</b>									
<b>99</b>									
8114-33297	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$105.00 <b>105.00</b>	0
<b>M/C TRADING CO. INC</b>									
<b>943</b>									
15758	(51) BOOT COVERS FOR FIGURE S	BLOOMINGDAL	20181962	06/30/2018	11174100-557481	SF	ICE SHOW COSTUMES-PURCHASI	\$201.00	0
15759	(51) BOOT COVERS FOR FIGURE S	BLOOMINGDAL	20181962	07/01/2018	11174100-557481	SF	ICE SHOW COSTUMES-PURCHASI	\$140.70 <b>341.70</b>	0
<b>MAHER LUMBER HARDWARE</b>									
<b>2912</b>									
1804-564021	DUPLEX NAILS	WOOD DALE	20182044	05/30/2018	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$44.60	0
1805-565581	WOOD	WOOD DALE	20181987	06/14/2018	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$57.54 <b>102.14</b>	0
<b>MANUEL CONTRERAS</b>									
<b>99</b>									
8135-35497	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00 <b>70.00</b>	0
<b>MARQUARDT &amp; BELMONTE P.C.</b>									
<b>127</b>									
9014	VILLAGE PROSECUTION & ADMIN F	WHEATON	20182053	06/16/2018	11020120-533210	AD	LEGAL SERVICES-PROSECUTION	\$3,685.20 <b>3,685.20</b>	0

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<b>MARY RIBANDO</b>									
<b>1552</b>									
121263001	EXPENSE REPORT 6/8/18	WOOD DALE		07/08/2018	11020110-522110	FN	EXPENSE REIMBURSEMENT	\$112.58	0
								<b>112.58</b>	
<b>MCDONALD'S CORP.</b>									
<b>9225</b>									
MAY 2018	1 PRISONER MEAL-MAY 2018 #051E	BENSENVILLE	20181942	07/01/2018	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$5.19	0
								<b>5.19</b>	
<b>MEADE ELECTRIC COMPANY INC</b>									
<b>12050</b>									
686706	TRAFFIC SIGNAL MAINTENANCE	MCCOOK	20180468	06/30/2018	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	\$811.20	0
								<b>811.20</b>	
<b>MENARDS-GLENDALE HEIGHTS</b>									
<b>11265</b>									
6938	PURCHASE OF MATERIALS - EDGE	GLENDALE HEI	20182012	06/24/2018	11174100-542310	SF	R&M EQUIPMENT	\$100.10	0
6945	PURCHASE OF MATERIALS - EDGE	GLENDALE HEI	20182012	06/19/2018	11174100-542310	SF	R&M EQUIPMENT	\$20.57	0
								<b>120.67</b>	
<b>METAL SUPERMARKETS</b>									
<b>1526</b>									
1004446	(16) 12X32 ALUMINUM TREAD PLAT	VILLA PARK	20181978	05/04/2018	11174100-542310	SF	R&M EQUIPMENT	\$465.70	0
								<b>465.70</b>	
<b>MEYER-CENTURY LABS</b>									
<b>7582</b>									
0637572-IN	BROOMS	BLUE SPRINGS	20182049	07/07/2018	51050570-554510	PW	SMALL TOOLS & EQUIPMENT	\$126.96	0
								<b>126.96</b>	
<b>MIDWEST GROUNDCOVERS LLC</b>									
<b>1405</b>									
1558846	PLANTS	ST CHARLES	20181975	06/30/2018	11050430-542811	PW	R&M ROW	\$1,024.90	0
								<b>1,024.90</b>	
<b>MISCELLANEOUS FOR UT</b>									
<b>426</b>									
06/18/18	CREDIT REFUND			06/29/2018	51000000-209900	FN	LIABILITY SUSPENSE CLRG	\$50.00	0
198235002-37207	CREDIT REFUND			07/08/2018	51000000-209900	FN	LIABILITY SUSPENSE CLRG	\$91.48	0
6/8/18	CREDIT REFUND			07/08/2018	51000000-209900	FN	LIABILITY SUSPENSE CLRG	\$67.92	0
								<b>209.40</b>	
<b>MONTANA &amp; WELCH LLC</b>									
<b>1410</b>									
11112	LEGAL SERVICES - APRIL 2018	PALOS HEIGHT		07/11/2018	11020120-533110	FN	LEGAL SERVICES-CODE ENFORCI	\$43.75	0

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11112	LEGAL SERVICES - APRIL 2018	PALOS HEIGHT		07/11/2018	11020120-533110	FN	LEGAL SERVICES-GEN'L MATTER	\$5,775.00	0
11113	LEGAL SERVICES - APRIL LITIGATI	PALOS HEIGHT		07/11/2018	11020120-533110	FN	LEGAL SERVICES-GENERAL	\$1.41	0
11113	LEGAL SERVICES - APRIL LITIGATI	PALOS HEIGHT		07/11/2018	11020120-533110	FN	LEGAL SERVICES-GENERAL	\$7.99	0
11113	LEGAL SERVICES - APRIL LITIGATI	PALOS HEIGHT		07/11/2018	11020120-533110	FN	LEGAL SERVICES-GENERAL	\$481.25	0
11113	LEGAL SERVICES - APRIL LITIGATI	PALOS HEIGHT		07/11/2018	11020120-533110	FN	LEGAL SERVICES-GENERAL	\$700.00	0
11113	LEGAL SERVICES - APRIL LITIGATI	PALOS HEIGHT		07/11/2018	11020120-533110	FN	LEGAL SERVICES-GENERAL	\$1,400.00	0
11113	LEGAL SERVICES - APRIL LITIGATI	PALOS HEIGHT		07/11/2018	11020120-533110	FN	LEGAL SERVICES-GENERAL	\$4,331.25	0
								<b>12,740.65</b>	
<b>MOTOROLA INCORPORATED</b>									
<b>3094</b>									
35944512018	STARCOM 21 RADIO USAGE-INV #3	CHICAGO	20182095	07/01/2018	11040380-542100	PD	MAINTENANCE AGREEMENTS	\$34.00	0
								<b>34.00</b>	
<b>MUNICIPAL GIS PARTNERS INC</b>									
<b>1080</b>									
4098	R-140-17 GIS CONSORTIUM SERVIC	DES PLAINES	20180010	06/30/2018	11050110-532100	PW	PROFESSIONAL SERVICES	\$3,415.72	0
4098	R-140-17 GIS CONSORTIUM SERVIC	DES PLAINES	20180010	06/30/2018	51050110-532100	PW	PROFESSIONAL SERVICES	\$3,415.73	0
								<b>6,831.45</b>	
<b>MUNICIPAL SYSTEMS INC</b>									
<b>12974</b>									
15367	MOVE/ABC PRGM FEE-MAY18-INV #	PALOS HTS	20181945	07/05/2018	11040110-542100	PD	MAINTENANCE AGREEMENTS	\$350.00	0
15368	PARK/ORD PRGM FEE-MAY18-	PALOS HTS	20182085	07/05/2018	11040110-542100	PD	MAINTENANCE AGREEMENTS	\$3,160.00	0
15469	POSTAGE FOR LATE NOTICES-APF	PALOS HTS	20181946	07/05/2018	11040110-540110	PD	POSTAGE/DELIVERY SERVICESS	\$189.14	0
								<b>3,699.14</b>	
<b>MURRAY WEINER</b>									
<b>12325</b>									
061918	MUSIC IN THE PARK BAND SERVIC	ELK GROVE	20182100	07/19/2018	11070110-577012	CR	MUSIC IN THE PARK	\$2,600.00	0
								<b>2,600.00</b>	
<b>NETWORKFLEET INC</b>									
<b>1207</b>									
OSV000001430879	R-154-17 GPS TRACKING SERVICE	SAN DIEGO	20180012	07/01/2018	11050490-549990	PW	OTHER CONTRACTUAL SERVICE	\$1,494.55	0
								<b>1,494.55</b>	
<b>NEUCO INC</b>									
<b>1069</b>									
3096679	PARTS	DOWNERS GRO	20182031	07/06/2018	11050440-542110	PW	R&M BUILDING	\$153.28	0
								<b>153.28</b>	
<b>NICOR</b>									
<b>2673</b>									
1817192834-0518	GAS BILL #2-5/9/18-6/7/18	CAROL STREA	20182094	07/08/2018	11040341-577121	PD	TEEN CENTER	\$47.42	0

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2055780000-0518	GAS SERVICE	CAROL STREAI	20181984	06/24/2018	51050550-541370	PW	ELECTRICITY/GAS	\$106.25	0
6143740000-0518	GAS SERVICE	CAROL STREAI	20181984	06/29/2018	51050570-541370	PW	ELECTRICITY/GAS	\$322.60	0
6864780000-0518	GAS SERVICE	CAROL STREAI	20181984	06/24/2018	51050550-541370	PW	ELECTRICITY/GAS	\$47.19	0
7194780000-0518	GAS SERVICE	CAROL STREAI	20181984	06/24/2018	51050550-541370	PW	ELECTRICITY/GAS	\$110.36	0
								633.82	
NUSSBAUM, WENDY									
11879									
6/6/18	SERVICES RENDERED-JUNE1-6, 2018	NAPERVILLE	20181943	07/06/2018	11040341-577121	PD	TEEN CENTER	\$1,333.00	0
MAY2018	SERVICES RENDERED-MAY 2018	NAPERVILLE	20182078	07/05/2018	11040341-577121	PD	TEEN CENTER	\$6,667.00	0
								8,000.00	
PADDOCK PUBLICATIONS INC									
7111									
06/12-08/06/18	NEWSPAPER/DAILY HERALD	CAROL STREAI	20180071	07/12/2018	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$56.80	0
10016E01	COMMUNITY PROFILE BUSINESS L	CAROL STREAI	20181941	07/08/2018	11020170-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$545.00	0
								601.80	
PATSON INC									
691									
1971984	ELEMENT	ELMHURST	20181957	07/04/2018	51050540-542410	PW	R&M VEHICLES	\$43.56	0
								43.56	
PAYLOCITY									
12843									
061518	PAYROLL FEES P/R 6/15/18	ARLINGTON HE	20182052	07/19/2018	11030110-532310	FN	PAYROLL SERVICES	\$415.92	9005054
								415.92	
PETTY CASH (P.W.)									
2626									
060618	PETTY CASH REIMBURSEMENT	BENSENVILLE	20182039	07/06/2018	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$16.04	0
061518	PETTY CASH REIMBURSEMENT	BENSENVILLE	20182040	07/15/2018	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$12.50	0
								28.54	
PHILIP J. BUTLER & ASSOCIATES									
9									
06/19/18	ECONOMIC DEVELOPMENT			07/14/2018	11060110-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$800.00	0
								800.00	
PIONEER RENOVATIONS INC.									
99									
8162-36430	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
8210-36430	BOND REFUND			07/08/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
8211-36430	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								210.00	

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
POINTE INDUSTRIES									
4541									
838984-0	(20) FOLDING TABLES 72" X 30"	WOOD DALE	20181889	06/30/2018	11174100-542310	SF	R&M EQUIPMENT	\$1,003.00	0
838984-1	(20) FOLDING TABLES 72" X 30"	WOOD DALE	20181889	07/01/2018	11174100-542310	SF	R&M EQUIPMENT	\$177.00	0
								1,180.00	
QUALITY FLAGS INC									
1547									
000135541	VILLAGE FLAGS	GURNEE	20181830	07/12/2018	11010030-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$1,008.00	0
								1,008.00	
QUALITY PLUMBING SERVICES INC.									
99									
7854-23998	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$90.00	0
								90.00	
R & R SPECIALTIES									
11266									
0065034-IN	PAINT FOR THE EDGE ICE ARENA F	SUMMERSET	20181572	06/21/2018	11174100-542170	SF	R&M ICE RINKS	\$4,240.00	0
								4,240.00	
RAFAEL ROSILLO									
1035									
899763-2018	REPLACE STALE CHECK # 152264 F	BENSENVILLE	20182057	07/01/2018	11020170-572179	FN	COMMUNITY OUTREACH	\$50.00	0
899764-2018	REPLACE STALE CHECK # 152264 F	BENSENVILLE	20182057	07/01/2018	11020170-572179	FN	COMMUNITY OUTREACH	\$50.00	0
899775	Rafael Rossilo Photos at MIP 6	BENSENVILLE	20182056	07/13/2018	11020170-572179	AD	COMMUNITY OUTREACH	\$50.00	0
								150.00	
RED FLINT SAND & GRAVEL LLC									
1527									
120951	R-32-18 SAND FILTER MEDIA	EAU CLAIRE	20181110	06/23/2018	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$3,181.39	0
120956	R-32-18 SAND FILTER MEDIA	EAU CLAIRE	20181110	06/23/2018	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$2,449.79	0
								5,631.18	
RES PUBLICA GROUP									
1322									
2339	MONTHLY - STRATEGIC COMMUNIC	CHICAGO	20182063	06/30/2018	11020170-576010	AD	ECONOMIC DEVELOPMENT INITIA	\$4,038.72	0
								4,038.72	
RITEWAY PEST CONTROL INC									
1416									
231383	PEST CONTROLS SERVICE JUNE	ELMHURST	20182036	07/04/2018	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$175.00	0
231384	PEST MANAGEMENT-JUNE 18-	ELMHURST	20182093	07/04/2018	11040110-542110	PD	R&M BUILDING	\$125.00	0
231385	PEST CONTROLS SERVICE JUNE	ELMHURST	20182036	07/04/2018	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$175.00	0
								475.00	

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<b>RK ROOFING COM COMPANY</b>									
<b>99</b>									
8197-36539	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								<b>70.00</b>	
<b>RMA SUPPLY, INC</b>									
<b>1110</b>									
5044924	SUPPLIES FOR ROOFTOOP COMPI	NILES	20181971	06/17/2018	11174100-542110	SF	R & M HVAC	\$16.95	0
5044940	SUPPLIES FOR ROOFTOOP COMPI	NILES	20181971	06/17/2018	11174100-542110	SF	R & M HVAC	\$83.20	0
5045080	SUPPLIES FOR ROOFTOOP COMPI	NILES	20181971	06/21/2018	11174100-542110	SF	R & M HVAC	\$16.95	0
5045307	SUPPLIES FOR ROOFTOOP COMPI	NILES	20181971	06/24/2018	11174100-542110	SF	R & M HVAC	\$336.91	0
								<b>454.01</b>	
<b>ROESCH FORD</b>									
<b>486</b>									
82518FOWG	PARTS	BENSENVILLE	20181952	06/29/2018	11050420-542410	PW	R & M VEHICLES	\$69.12	0
82790FOWG	PART	BENSENVILLE	20182026	07/07/2018	11050420-542410	PW	R & M VEHICLES	\$76.13	0
FOCS125995	CONTINUOUS DEAD BATTERY-SQ	BENSENVILLE	20182090	06/24/2018	11040110-542410	PD	R&M VEHICLES	\$135.00	0
								<b>280.25</b>	
<b>ROLLING VIDEO GAMES CHICAGO INC</b>									
<b>1270</b>									
VOB072018-90	MUSIC IN THE PARK GAME TRUCK	GLENWOOD	20182062	04/18/2018	11070110-577012	CR	MUSIC IN THE PARK	\$675.00	0
								<b>675.00</b>	
<b>RONCO INDUSTRIAL SUPPLY COMPAN</b>									
<b>58</b>									
6030509-1	JANITORIAL SUPPLIES	BENSENVILLE	20181948	04/06/2018	51050570-551110	PW	SMALL TOOLS & EQUIPMENTS	\$59.80	0
6032837-1	3 CASES PAPER TOWELS-INV #603	BENSENVILLE	20181936	07/05/2018	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$103.50	0
								<b>163.30</b>	
<b>RUSH TRUCK CENTER OF ILLINOIS, IN</b>									
<b>909</b>									
3010626198	RADIO #252	CAROL STREA	20181960	06/21/2018	11050420-542410	PW	R & M VEHICLES	\$195.00	0
								<b>195.00</b>	
<b>S &amp; E INSPECTIONS INC</b>									
<b>3642</b>									
0355	SAFETY TEST	FRANKLIN PAR	20182048	06/03/2018	11050420-542410	PW	R & M VEHICLES	\$29.00	0
0373	SAFETY TEST	FRANKLIN PAR	20182048	06/03/2018	11050420-542410	PW	R & M VEHICLES	\$29.00	0
								<b>58.00</b>	
<b>SAFEBUILT ILLINOIS, LLC</b>									
<b>1212</b>									
0044770-IN	SAFEbuilt Invoice April 2018	LOVELAND	20182061	05/30/2018	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$8,789.20	0

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03312018BENS	VI SAFEbuilt MARCH 2018 INVOICE	LOVELAND	20182060	04/30/2018	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$4,891.25	0
03312018BENS	VI SAFEbuilt MARCH 2018 INVOICE	LOVELAND	20182060	04/30/2018	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$970.00	0
04302018BENS	VI SAFEbuilt Invoice April 2018	LOVELAND	20182061	05/30/2018	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$4,252.50	0
								<b>18,902.95</b>	
<b>SAFETY KLEEN SYSTEMS INC</b>									
<b>906</b>									
77022906	DISPOSED OLD GREASE	RICHARDSON	20182029	07/01/2018	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$971.95	0
								<b>971.95</b>	
<b>SERVICE SANITATION, INC.</b>									
<b>9467</b>									
7493495B	MUSIC IN THE PARK PORTABLE 2N	GARY	20182077	07/12/2018	11070110-577012	CR	MUSIC IN THE PARK	\$230.00	0
								<b>230.00</b>	
<b>SITEONE LANDSCAPE SUPPLY, LLC</b>									
<b>1225</b>									
85834205	SOD	ROSWELL	20182034	06/14/2018	11050430-542811	PW	R&M ROW	\$169.80	0
86069047	LANDSCAPE SUPPLIES	ROSWELL	20181973	06/24/2018	51050540-542811	PW	R&M RIGHT OF WAY	\$173.30	0
86361587	HERBICIDE	ROSWELL	20182033	07/08/2018	11050430-554120	PW	CHEMICALS	\$209.78	0
								<b>552.88</b>	
<b>SMG SECURITY SYSTEMS, INC.</b>									
<b>4295</b>									
43634	ANNUAL FIRE ALARM TEST&INSPE	ELK GROVE VII	20181996	05/12/2018	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$620.00	0
43636	ANNUAL FIRE ALARM TEST&INSPE	ELK GROVE VII	20181996	05/12/2018	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$380.00	0
43911	ANNUAL SERVICE&INSPECTION AL	ELK GROVE VII	20181997	05/15/2018	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$180.00	0
43912	ANNUAL SERVICE&INSPECTION AL	ELK GROVE VII	20181997	05/15/2018	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$180.00	0
								<b>1,360.00</b>	
<b>SOUTH SIDE CONTROL SUPPLY CO.</b>									
<b>3003</b>									
S100469798.003	MATERIALS FOR ROOFTOP COMPF	CHICAGO	20181988	06/23/2018	11174100-542110	SF	R & M HVAC	\$286.12	0
								<b>286.12</b>	
<b>SPORTSFIELDS, INC</b>									
<b>12630</b>									
2018081	PURCHASE OF DURAPLAY & LINE I	BLUE ISLAND	20181934	04/14/2018	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATON	\$599.50	0
2018106	DURAPLAY FOR REDMOND PARK F	BLUE ISLAND	20181935	04/22/2018	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATON	\$430.00	0
								<b>1,029.50</b>	
<b>ST. AUBIN NURSERY &amp; LANDSCAPING</b>									
<b>815</b>									
13822	R-57-18 2018 TREE PURCHASE & D	KIRKLAND	20181478	06/23/2018	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$7,664.00	0
13839	FLOWERING DOGWOOD	KIRKLAND	20181959	06/30/2018	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$470.00	0

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<b>STATE DISBURSEMENT UNIT</b>								<b>8,134.00</b>	
<b>13020</b>									
061518	CHILD SUPPORT WH 6/15/18	CAROL STREA	20182087	07/19/2018	11000000-217500	FN	PAYROLL DEDUCT'N-COURT ORD	\$938.12	9005057
								<b>938.12</b>	
<b>SUBURBAN LABORATORIES INC.</b>									
<b>3008</b>									
155395	COLIFORM TESTING	GENEVA	20180103	06/21/2018	51050550-543510	PW	LABORATORY TESTING	\$544.50	0
155887	COLIFORM TESTING	GENEVA	20180103	06/30/2018	51050550-543510	PW	LABORATORY TESTING	\$360.00	0
								<b>904.50</b>	
<b>TEAM SPORT PRO LTD</b>									
<b>1033</b>									
5-4718	(2) WIND SCREENS FOR BASEBAL	GLENVIEW	20181928	05/09/2018	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATON	\$480.00	0
								<b>480.00</b>	
<b>TEAMUNIFY, LLC</b>									
<b>9</b>									
TUBILL-MD746525- WAHOO FUNDRAISING ACC.				07/05/2018	11000000-237695	FN	WAHOO SWIM TEAM	\$1,099.00	0
								<b>1,099.00</b>	
<b>TEKLAB, INC.</b>									
<b>1457</b>									
214697	R-37-18 WW SAMPLING & ANALYSI	COLLINSVILLE	20181108	06/23/2018	51050570-543510	PW	LABORATORY TESTING	\$81.00	0
214709	R-37-18 WW SAMPLING & ANALYSI	COLLINSVILLE	20181109	06/28/2018	51050577-543510	PW	LABORATORY TESTING	\$80.00	0
214782	R-37-18 WW SAMPLING & ANALYSI	COLLINSVILLE	20181109	06/28/2018	51050577-543510	PW	LABORATORY TESTING	\$80.00	0
214786	R-37-18 WW SAMPLING & ANALYSI	COLLINSVILLE	20181108	06/30/2018	51050570-543510	PW	LABORATORY TESTING	\$54.00	0
214926	R-37-18 WW SAMPLING & ANALYSI	COLLINSVILLE	20181109	07/01/2018	51050577-543510	PW	LABORATORY TESTING	\$127.30	0
214927	R-37-18 WW SAMPLING & ANALYSI	COLLINSVILLE	20181109	07/01/2018	51050577-543510	PW	LABORATORY TESTING	\$375.00	0
214928	R-37-18 WW SAMPLING & ANALYSI	COLLINSVILLE	20181109	07/01/2018	51050577-543510	PW	LABORATORY TESTING	\$375.00	0
215126	R-37-18 WW SAMPLING & ANALYSI	COLLINSVILLE	20181108	07/06/2018	51050570-543510	PW	LABORATORY TESTING	\$54.00	0
								<b>1,226.30</b>	
<b>TEMPERATURE EQUIPMENT CORPOR</b>									
<b>1203</b>									
5351089	MATERIAL FOR THE POOL	LANSING	20181972	06/13/2018	11070760-542310	SF	R&M EQUIPMENT	\$10.78	0
								<b>10.78</b>	
<b>TERRACE SUPPLY COMPANY</b>									
<b>3012</b>									
00988328	CYLINDER RENTAL -WELDING	ITASCA	20180424	06/30/2018	11050420-548110	PW	RENTAL & LEASE-EQUIPMENT	\$23.45	0
00988328	CYLINDER RENTAL -WELDING	ITASCA	20180424	06/30/2018	11050490-548110	PW	RENTAL & LEASE-EQUIPMENT	\$23.46	0
00988328	CYLINDER RENTAL -WELDING	ITASCA	20180424	06/30/2018	51050540-548110	PW	RENTAL & LEASE PURCHASE	\$23.46	0

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								<b>70.37</b>	
<b>THE BANK OF NEW YORK MELLON</b>									
<b>9765</b>									
BENSEN11A	INTEREST PAYMENT OF GO BOND	DALLAS	20181471	05/17/2018	37990920-716100	FN	DEBT SERVICE - INTEREST	\$213,487.50	9005048
BENSEN11B	INTEREST FOR GO BOND SERIES ;	DALLAS	20181627	05/31/2018	33290920-716100	FN	DEBT SERVICE - INTEREST	\$12,214.00	9005049
BENSEN11B	INTEREST FOR GO BOND SERIES ;	DALLAS	20181627	05/31/2018	33490920-716100	FN	DEBT SERVICE - INTEREST	\$52,680.00	9005049
BENSEN11B	INTEREST FOR GO BOND SERIES ;	DALLAS	20181627	05/31/2018	33590920-716100	FN	DEBT SERVICE - INTEREST	\$3,679.00	9005049
BENSEN11B	INTEREST FOR GO BOND SERIES ;	DALLAS	20181627	05/31/2018	33690920-716100	FN	DEBT SERVICE - INTEREST	\$35,755.00	9005049
BENSEN11B	INTEREST FOR GO BOND SERIES ;	DALLAS	20181627	05/31/2018	33790920-716100	FN	DEBT SERVICE - INTEREST	\$18,407.00	9005049
BENSEN11B	INTEREST FOR GO BOND SERIES ;	DALLAS	20181627	05/31/2018	33890920-716100	FN	DEBT SERVICE - INTEREST	\$9,593.13	9005049
BENSEN11C-0618	INTEREST FOR GO BOND SERIES ;	DALLAS	20181627	05/31/2018	37690920-716100	FN	DEBT SERVICE-INTEREST	\$9,131.25	9005049
BENSEN11D-0618	INTEREST FOR GO BOND SERIES ;	DALLAS	20181627	05/31/2018	37790920-716100	FN	DEBT SERVICE-INTEREST	\$15,215.63	9005049
BENSEN12A-0618	INTEREST FOR GO BOND SERIES ;	DALLAS	20181627	05/31/2018	41090920-716100	FN	DEBT SERVICE-INTEREST	\$13,200.00	9005049
BENSEN12B-0618	INTEREST FOR GO BOND SERIES ;	DALLAS	20181627	05/31/2018	37390920-716100	FN	DEBT SERVICE-INTEREST	\$5,475.00	9005049
BENSEN12C-0618	INTEREST FOR GO BOND SERIES ;	DALLAS	20181627	05/31/2018	41090920-716100	FN	DEBT SERVICE-INTEREST	\$14,775.00	9005049
BENSEN13A	INTEREST PAYMENT OF GO BOND	DALLAS	20181471	05/17/2018	33990920-716100	FN	DEBT SERVICE - INTEREST	\$77,322.50	9005048
BENSEN13E	INTEREST PAYMENT OF GO BOND	DALLAS	20181471	05/17/2018	41090920-716100	FN	DEBT SERVICE-INTEREST	\$164,531.25	9005048
BENSEN14B	INTEREST PAYMENT OF GO BOND	DALLAS	20181471	05/17/2018	41090920-716100	FN	DEBT SERVICE-INTEREST	\$166,115.63	9005048
BENSEN14C-0618	INTEREST FOR GO BOND SERIES ;	DALLAS	20181627	05/31/2018	41090920-716100	FN	DEBT SERVICE-INTEREST	\$4,200.00	9005049
BENSEN14D	INTEREST PAYMENT OF GO BOND	DALLAS	20181471	05/17/2018	41090920-716100	FN	DEBT SERVICE-INTEREST	\$5,350.00	9005048
BENSEN17A	INTEREST PAYMENT OF GO BOND	DALLAS	20181471	05/25/2018	37990920-716100	FN	DEBT SERVICE - INTEREST	\$129,151.30	9005048
BENSENDC05-201	INTEREST PAYMENT OF GO BOND	DALLAS	20181471	05/17/2018	37490920-716100	FN	DEBT SERVICE-INTEREST	\$13,092.50	9005048
								<b>963,375.69</b>	
<b>THE WARNIMONT CORPORATION</b>									
<b>1497</b>									
C396869	SUPPLIES	WOOD DALE	20181977	06/13/2018	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$54.63	0
								<b>54.63</b>	
<b>THIRD MILLENNIUM ASSOCIATES INC</b>									
<b>525</b>									
22222	UB RENDERING 6/5/18	WARRENVILLE	20181954	07/05/2018	51030250-549990	FN	OTHER CONTRACTUAL SERVICES	\$1,053.22	0
								<b>1,053.22</b>	
<b>TIM/MARZENA DECKER</b>									
<b>99</b>									
8168-37131	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								<b>70.00</b>	
<b>TIMOTHY HICKEY</b>									
<b>9</b>									
6/13/18	VEHICLE STICKER			07/13/2018	31000000-420310	FN	VEHICLE LICENSES	\$30.00	0

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								<b>30.00</b>	
<b>TMW ENTERPRISE PAVING &amp; MAINTEN</b>									
<b>99</b>									
8119-34809	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								<b>70.00</b>	
<b>TOP QUALITY ROOFING &amp; SIDING LLC</b>									
<b>99</b>									
8262-37689	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								<b>70.00</b>	
<b>TRAVELERS</b>									
<b>12992</b>									
000539276	J.WATSON CASE/DEDUCTIBLE - BII	DALLAS	20181947	06/30/2018	11020150-562510	AD	CLAIM PAYMTS-GENERAL LIABILIT	\$2,711.00	0
								<b>2,711.00</b>	
<b>TREASURY DIRECT</b>									
<b>11906</b>									
061518	SAVINGS BONDS P/R 6/15/18		20182051	07/19/2018	11000000-213400	FN	PAYROLL DEDUCT'N-SAVINGS BOI	\$25.00	9005063
								<b>25.00</b>	
<b>UMB BANK, F/B/O PLANMEMBER</b>									
<b>1346</b>									
061518	PLAN MEMBER WH P/R 6/15/18	SHAWNEE MIS:	20182035	07/19/2018	11000000-213600	FN	PAYROLL DEDUCT'N- PLAN MEMBI	\$1,187.31	9005053
								<b>1,187.31</b>	
<b>UNITED LABORATORIES INC</b>									
<b>953</b>									
INV223753	BIO ACCEL	ST. CHARLES	20181963	06/17/2018	51050570-552550	PW	LAB SUPPLIES	\$419.92	0
								<b>419.92</b>	
<b>UTILITY DYNAMICS CORP.</b>									
<b>5881</b>									
0606-2288	R-109-17 CDBG RESIDENTIAL STRE	OSWEGO	20181274	07/06/2018	31080810-596000	PW	CAPITAL CONSTRUCTION	\$62,998.44	0
								<b>62,998.44</b>	
<b>VANGUARD SECURITY COMPANY</b>									
<b>99</b>									
7688-16538	BOND REFUND			07/18/2018	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
								<b>180.00</b>	
<b>VERITIV OPERATING COMPANY</b>									
<b>1539</b>									
510-61541333	2018-2019 BENSENVILLE CO-OP PA	ADDISON	20181559	07/06/2018	11010030-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$315.33	0
510-61541333	2018-2019 BENSENVILLE CO-OP PA	ADDISON	20181559	07/06/2018	11020190-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$94.60	0

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 6/26/2018

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
510-61541333	2018-2019 BENSENVILLE CO-OP PA	ADDISON	20181559	07/06/2018	11030110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$315.33	0
510-61541333	2018-2019 BENSENVILLE CO-OP PA	ADDISON	20181559	07/06/2018	11040110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$1,489.95	0
510-61541333	2018-2019 BENSENVILLE CO-OP PA	ADDISON	20181559	07/06/2018	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$354.75	0
510-61541333	2018-2019 BENSENVILLE CO-OP PA	ADDISON	20181559	07/06/2018	11070740-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$709.50	0
510-61541333	2018-2019 BENSENVILLE CO-OP PA	ADDISON	20181559	07/06/2018	51030250-551110	PW	OFFICE SUPPLIES	\$315.31	0
510-61541333	2018-2019 BENSENVILLE CO-OP PA	ADDISON	20181559	07/06/2018	51050110-551110	PW	MATERIAL/SUPPLIES	\$354.75	0
510-61541333	2018-2019 BENSENVILLE CO-OP PA	ADDISON	20181559	07/06/2018	51050570-551110	PW	SMALL TOOLS & EQUIPMENTS	\$236.53	0
								<b>4,186.05</b>	
<b>VICTORIA A PASS</b>									
<b>9</b>									
6/11/18	VEHICLE STICKER			07/11/2018	31000000-420310	FN	VEHICLE LICENSES	\$32.00	0
								<b>32.00</b>	
<b>VILLAGE OF ADDISON</b>									
<b>4323</b>									
2019-00050001	DISPATCH SERVICES 1/1/18-6/30/18	ADDISON	20182075	07/05/2018	11040380-571010	PD	INTERGOV'T PROG/CONTRIB.	\$126,167.84	0
								<b>126,167.84</b>	
<b>VILLAGE OF BENSENVILLE</b>									
<b>3100</b>									
061518	POLICE PENSION PR WH P/R 6/15/		20182072	07/19/2018	11000000-212140	FN	PAYROLL DEDUCT'N-POL PENSIO	\$13,647.18	9005061
								<b>13,647.18</b>	
<b>VOSS SIGNS, LLC</b>									
<b>8904</b>									
S-210231	250 "NO PARKING-TEMP"	MANLUIS	20182009	06/20/2018	11040110-541160	PD	PRNTG, BINDING & DUPLICAT	\$327.50	0
								<b>327.50</b>	
<b>WALT DISNEY STUDIOS MOTION PICT</b>									
<b>7086</b>									
AVENGERS WEEK MOVIE RENTAL FEE"AVENGERS:IN	DALLAS		20181890	06/23/2018	11070790-547910	SF	MOVIE RENTAL FEES	\$737.96	0
AVENGERS WEEK MOVIE RENTAL FEE"AVENGERS:IN	DALLAS		20181890	06/30/2018	11070790-547910	SF	MOVIE RENTAL FEES	\$366.81	0
								<b>1,104.77</b>	
<b>WAREHOUSE DIRECT INC</b>									
<b>1077</b>									
3889667	OFFICE SUPPLIES - EDGE ON JEFF	DES PLAINES	20181968	06/02/2018	11174100-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$16.09	0
3916124	CLEANING SUPPLIES FOR REDMOI	DES PLAINES	20181929	06/29/2018	11070790-542112	SF	R & M BUILDING-CLEANING	\$154.96	0
3916124	CLEANING SUPPLIES FOR REDMOI	DES PLAINES	20181929	06/29/2018	11174100-542112	SF	R&M BUILDING-CLEANING	\$238.79	0
3916124	CLEANING SUPPLIES FOR REDMOI	DES PLAINES	20181929	06/29/2018	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATON	\$12.77	0
3916142	CLEANING SUPPLIES FOR REDMOI	DES PLAINES	20181929	06/29/2018	11070790-542112	SF	R & M BUILDING-CLEANING	\$83.83	0
3916142	CLEANING SUPPLIES FOR REDMOI	DES PLAINES	20181929	06/29/2018	11174100-542112	SF	R&M BUILDING-CLEANING	\$129.18	0
3916142	CLEANING SUPPLIES FOR REDMOI	DES PLAINES	20181929	06/29/2018	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATON	\$6.90	0

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
3919672	BREAKROOM SUPPLIES, STAPLES	DES PLAINES	20181857	07/08/2018	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$78.58	0
3919672	BREAKROOM SUPPLIES, STAPLES	DES PLAINES	20181857	07/08/2018	11060110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$50.38	0
3924431	OFFICE SUPPLIES-INV #3924431-0	DES PLAINES	20181937	07/06/2018	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$18.54	0
3924431-1	OFFICE SUPPLIES-INV #3924431-1	DES PLAINES	20181938	07/07/2018	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$49.50	0
3925905	OFFICE SUPPLIES	DES PLAINES	20182032	07/07/2018	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$81.29	0
3925905	OFFICE SUPPLIES	DES PLAINES	20182032	07/07/2018	51050110-551110	PW	MATERIAL/SUPPLIES	\$121.28	0
3934941	CLEANING SUPPLIES- VILLAGE HA	DES PLAINES	20182059	07/15/2018	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$182.69	0
								1,224.78	
WARNER BROTHERS DISTRIBUTING									
6503									
LIFE OF THE PART MOVIE RENTAL FEE "LIFE OF THE	ATLANTA	20182000	07/07/2018	11070790-547910	SF	MOVIE RENTAL FEES	\$169.91	0	
								169.91	
WEST GROUP									
8192									
838324444	MONTHLY "CLEAR" FEE-	CAROL STREAM	20182098	07/01/2018	11040110-525010	PD	BOOKS/PAMPHLETS/PUBLICATION	\$549.00	0
								549.00	
WESTMORE SUPPLY CO INC									
596									
95434	CONCRETE	LOMBARD	20181955	06/09/2018	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$576.00	0
95493	CONCRETE	LOMBARD	20181955	06/15/2018	51050540-542811	PW	R&M RIGHT OF WAY	\$576.00	0
								1,152.00	
WISCONSIN DEPARTMENT OF REVENUE									
1529									
061518	WISC STATE P/R TAX WH P/R 6/15	MADISON	20182037	07/19/2018	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$245.72	9005052
								245.72	
YOURMEMBERSHIP.COM INC									
1551									
R35269731	JOB POSTING	ST. PETERSBURG	20181983	07/06/2018	11050110-532100	PW	PROFESSIONAL SERVICES	\$249.00	0
								249.00	
ZIEBELL WATER SERVICE									
3045									
241678-000	WATER MAIN PARTS	ELK GROVE VILLAGE	20180462	06/23/2018	51050540-552520	PW	WATER MAIN PARTS	\$177.52	0
241708-000	WATER MAIN PARTS	ELK GROVE VILLAGE	20180462	06/28/2018	51050540-552520	PW	WATER MAIN PARTS	\$48.00	0
								225.52	

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FOR CHECKS DATED: 6/26/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
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CHECK TOTAL: **940,407.66**

WIRE/MANUAL TOTAL: **1,097,584.84**

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EXPENDITURE TOTAL: **2,037,992.50**

**TYPE:**Ordinance**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**June 26, 2018**DESCRIPTION:**

An Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Ascertaining the Prevailing Rate of Wages for Laborers, Mechanics and Other Workers Employed on Public Works Projects in the Village of Bensenville

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**☒*Financially Sound Village*☐*Enrich the lives of Residents**X**Quality Customer Oriented Services**Major Business/Corporate Center**Safe and Beautiful Village**Vibrant Major Corridors***COMMITTEE ACTION:**

This item was approved unanimously 6-0 at the Committee of the Whole Meeting.

**DATE:**

June 19, 2018

**BACKGROUND:**

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

**KEY ISSUES:**

The Illinois Prevailing Wage Act requires that all Illinois Governmental Entities, including Municipalities, either accept the Prevailing Wages determined by the Illinois Department of labor or investigate and determine the Prevailing Wages as defined in the Act for laborers, mechanics and other workers employed in performing work on public works construction projects in the locality in which said work is performed.

**ALTERNATIVES:**

- Approve the Ordinance
- Deny the Ordinance
- Discretion of the Village Board.

**RECOMMENDATION:**

Staff recommends approval of the Ordinance Ascertaining the Prevailing Rate of Wages.

**BUDGET IMPACT:**

There is no budget impact.

**ACTION REQUIRED:**

Adoption the Ordinance Ascertaining the Prevailing Rate of Wages.

**ATTACHMENTS:****Description****Upload Date****Type**

Ordinance

6/20/2018

Cover Memo

Cook Rates

6/20/2018

Cover Memo

DuPage Rates  
Legal Notice

6/20/2018  
6/20/2018

Cover Memo  
Cover Memo

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

**AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK  
COUNTIES, ILLINOIS ASCERTAINING THE PREVAILING RATE OF WAGES  
FOR LABORERS, MECHANICS AND OTHER WORKERS EMPLOYED ON  
PUBLIC WORKS PROJECTS IN THE VILLAGE OF BENSENVILLE**

---

**WHEREAS**, the Village of Bensenville, DuPage and Cook Counties, Illinois (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

**WHEREAS**, the State of Illinois (the “*State*”) enacted the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, (the “*Act*”), which is an act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, Village or any public body or political subdivision or by any party under contract for public works; and

**WHEREAS**, it is the policy of the State that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works; and

**WHEREAS**, the Act requires that the Village investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics and other workers constructing public works in the Village; and

**WHEREAS**, because a portion of the Village is located within the County of DuPage and a portion of the Village is located in the County of Cook, the prevailing rate of wages to be paid in the Village shall be determined by the locality of the work performed; and

**WHEREAS**, the Village has ascertained and examined the prevailing wage classifications and rates most recently determined by the Illinois Department of Labor (the “*Department*”) for the County of DuPage for September 2017 and the County of Cook for September 2017, and as from time to time subsequently supplemented and amended by the Department.

**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:** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

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

**SECTION THREE:** To the extent and as required by the Act, the general prevailing rate of wages in the Village, which shall be determined and applied by the locality of the work performed, for laborers, mechanics and other workers engaged in construction of public works is hereby ascertained to be the same as the prevailing rate of wages for construction work in the County of DuPage and the County of Cook, as most recently determined by the Illinois Department of Labor as of September 2017, and as subsequently supplemented and amended from time to time by the Department, a copy of said determination being attached hereto and made a part hereof as Exhibit A.

**SECTION FOUR:** As required by the Act, any and all revisions of the prevailing rate of wages by the Illinois Department of Labor shall supersede said determination and apply to any and all public works and that the definition of any terms appearing in this Ordinance, which are also used in the Act, shall be the same as in the Act.

**SECTION FIVE:** Nothing herein contained shall be construed to apply the prevailing rate of wages as herein ascertained to any work except public works or to the extent required by the Act.

**SECTION SIX:** The prevailing rate of wages as determined herein, or as subsequently revised, shall be included in every contract for public work, and all ordinances, resolutions, calls for bids and bid specifications relating to any public work shall state or provide that any person performing any public works on behalf of the Village shall be required to pay the prevailing rate of wages to all labors, mechanics and other workers employed for such public works. All contractors' bonds, provided by any contractor on any public works for the Village shall provide a guarantee that the contractor will faithfully perform his obligation to pay the prevailing rate of wages as provided by the contract for such projects and in accordance with the Act.

**SECTION SEVEN:** The Village Clerk shall publicly post and keep available for inspection by any interested party in the main office of the Village this determination or any revisions thereof of the prevailing rate of wage.

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

**SECTION NINE:** The Village Clerk shall promptly file a certified copy of this Ordinance with the Illinois Department of Labor.

**SECTION TEN:** The Village Clerk shall cause to be published a public notice in a newspaper of general circulation within the Village to advise the public of the adoption of this

Ordinance, which publication shall constitute legal notice that the determination is effective and that this is the determination of the Village. The Village Clerk may also post on the Village's website a notice of this determination with hyperlinks to the prevailing wage schedules for the County of DuPage and the County of Cook that are published on the Illinois Department of Labor's official website.

**SECTION ELEVEN:** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

**SECTION TWELVE:** All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**SECTION THIRTEEN:** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

*(Intentionally Left Blank)*

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 26<sup>th</sup> day of June 2018, pursuant to a roll call vote, as follows:

APPROVED:

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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

Exhibit A

DuPage County Prevailing Wage Rates September 2017  
Cook County Prevailing Wage Rates September 2017

<b>Prevailing Wage rates for Cook County effective Sept. 1, 2017</b>												
<b>Trade Title</b>	<b>Region</b>	<b>Type</b>	<b>Class</b>	<b>Base Wage</b>	<b>Fore- man Wage</b>	<b>M-F OT</b>	<b>OSA</b>	<b>OSH</b>	<b>H/W</b>	<b>Pension</b>	<b>Vacation</b>	<b>Training</b>
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	14.65	12.32	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.46	39.96	1.5	1.5	2	11.62	11.06	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
CEMENT MASON	ALL	ALL		44.25	46.25	2	1.5	2	14.00	17.16	0.00	0.92
CERAMIC TILE FNSHER	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMM. ELECT.	ALL	BLD		43.10	45.90	1.5	1.5	2	8.88	13.22	1.00	0.85
ELECTRIC PWR EQMT OP	ALL	ALL		50.50	55.50	1.5	1.5	2	11.69	16.69	0.00	3.12
ELECTRIC PWR GRNDMAN	ALL	ALL		39.39	55.50	1.5	1.5	2	9.12	13.02	0.00	2.43
ELECTRIC PWR LINEMAN	ALL	ALL		50.50	55.50	1.5	1.5	2	11.69	16.69	0.00	3.12
ELECTRICIAN	ALL	ALL		47.40	50.40	1.5	1.5	2	14.33	16.10	1.00	1.18
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	ALL	ALL		39.58	41.58	1.5	1.5	2	13.40	13.90	0.00	0.40
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	ALL	ALL		47.33	49.33	2	2	2	14.15	22.39	0.00	0.35
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	14.65	12.32	0.00	0.50
LATHER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
MACHINIST	ALL	BLD		47.56	50.06	1.5	1.5	2	7.05	8.95	1.85	1.47
MARBLE FINISHERS	ALL	ALL		33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47
MARBLE MASON	ALL	BLD		44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59
MATERIAL TESTER I	ALL	ALL		31.20	31.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MATERIALS TESTER II	ALL	ALL		36.20	36.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MILLWRIGHT	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63

OPERATING ENGINEER	ALL	BLD	1	50.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	48.80	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	3	46.25	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	4	44.50	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	5	53.85	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	6	51.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	7	53.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	FLT	1	55.90	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	2	54.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	3	48.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	4	40.25	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	5	57.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	6	38.00	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	1	48.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	3	45.70	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	4	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	5	43.10	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	6	51.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	7	49.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	ALL	ALL		46.75	49.25	2	2	2	13.90	19.79	0.00	0.75
PAINTER	ALL	ALL		45.55	51.24	1.5	1.5	1.5	11.56	11.44	0.00	1.87
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIIVER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
PIPEFITTER	ALL	BLD		47.50	50.50	1.5	1.5	2	10.05	17.85	0.00	2.12
PLASTERER	ALL	BLD		42.75	45.31	1.5	1.5	2	14.00	15.71	0.00	0.89
PLUMBER	ALL	BLD		49.25	52.20	1.5	1.5	2	14.34	13.35	0.00	1.28
ROOFER	ALL	BLD		42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD		43.50	46.98	1.5	1.5	2	11.03	23.43	0.00	0.78
SIGN HANGER	ALL	BLD		31.31	33.81	1.5	1.5	2	4.85	3.28	0.00	0.00

SPRINKLER FITTER	ALL	BLD		47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55
STEEL ERECTOR	ALL	ALL		42.07	44.07	2	2	2	13.45	19.59	0.00	0.35
STONE MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
TERRAZZO FINISHER	ALL	BLD		40.54	40.54	1.5	1.5	2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD		44.38	47.88	1.5	1.5	2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD		45.49	49.49	1.5	1.5	2	10.65	13.88	0.00	0.86
TRAFFIC SAFETY WRKR	ALL	HWY		33.50	35.85	1.5	1.5	2	6.00	7.25	0.00	0.50
TRUCK DRIVER	E	ALL	1	35.60	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	2	35.85	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	3	36.05	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	4	36.25	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	W	ALL	1	35.98	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	2	36.13	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	3	36.33	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	4	36.53	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TUCK POINTER	ALL	BLD		45.42	46.42	1.5	1.5	2	8.32	15.42	0.00	0.80

### **Legend**

**M-F OT** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OSA** Overtime pay required for every hour worked on Saturdays

**OSH** Overtime pay required for every hour worked on Sundays and Holidays

**H/W** Health/Welfare benefit

### **Explanations COOK COUNTY**

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

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

## EXPLANATION OF CLASSES

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

## CERAMIC TILE FINISHER

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

## COMMUNICATIONS ELECTRICIAN

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

## MARBLE FINISHER

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

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

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

#### OPERATING ENGINEER - BUILDING

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

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum;

Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.;

Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

#### OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

#### TERRAZZO FINISHER

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

#### TRAFFIC SAFETY

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

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

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

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

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

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

Other Classifications of Work:

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

#### LANDSCAPING

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

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

Prevailing Wage rates for DuPage County effective Sept. 1, 2017												
Trade Title	Region	Type	Class	Base Wage	Fore-man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	14.65	12.32	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.46	39.96	1.5	1.5	2	11.62	11.06	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
CEMENT MASON	ALL	ALL		44.25	46.25	2	1.5	2	14.00	17.16	0.00	0.92
CERAMIC TILE FNSHER	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMMUNICATION TECH	ALL	BLD		33.38	36.18	1.5	1.5	2	12.35	19.21	1.45	0.61
ELECTRIC PWR EQMT OP	ALL	ALL		37.89	51.48	1.5	1.5	2	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT OP	ALL	HWY		41.45	56.38	1.5	1.5	2	5.50	12.87	0.00	0.73
ELECTRIC PWR GRNDMAN	ALL	ALL		29.30	51.48	1.5	1.5	2	5.00	9.09	0.00	0.29
ELECTRIC PWR GRNDMAN	ALL	HWY		32.00	56.38	1.5	1.5	2	5.50	9.92	0.00	0.66
ELECTRIC PWR LINEMAN	ALL	ALL		45.36	51.48	1.5	1.5	2	5.00	14.06	0.00	0.45
ELECTRIC PWR LINEMAN	ALL	HWY		49.67	56.38	1.5	1.5	2	5.50	15.40	0.00	0.88
ELECTRIC PWR TRK DRV	ALL	ALL		30.34	51.48	1.5	1.5	2	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK DRV	ALL	HWY		33.14	56.38	1.5	1.5	2	5.50	10.29	0.00	0.59
ELECTRICIAN	ALL	BLD		39.26	43.26	1.5	1.5	2	12.35	22.08	4.93	0.68
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	NE	ALL		39.58	41.58	1.5	1.5	2	13.40	13.90	0.00	0.40
FENCE ERECTOR	W	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	E	ALL		47.33	49.33	2	2	2	14.15	22.39	0.00	0.35
IRON WORKER	W	ALL		45.61	49.25	2	2	2	11.52	22.65	0.00	0.81
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	14.65	12.32	0.00	0.50

LATHER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
MACHINIST	ALL	BLD		47.56	50.06	1.5	1.5	2	7.05	8.95	1.85	1.47
MARBLE FINISHERS	ALL	ALL		33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47
MARBLE MASON	ALL	BLD		44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59
MATERIAL TESTER I	ALL	ALL		31.20	31.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MATERIALS TESTER II	ALL	ALL		36.20	36.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MILLWRIGHT	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
OPERATING ENGINEER	ALL	BLD	1	50.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	48.80	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	3	46.25	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	4	44.50	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	5	53.85	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	6	51.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	7	53.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	FLT		38.00	38.00	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	1	48.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	3	45.70	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	4	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	5	43.10	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	6	51.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	7	49.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	E	ALL		46.75	49.25	2	2	2	13.90	19.79	0.00	0.75
ORNAMNTL IRON WORKER	W	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
PAINTER	ALL	ALL		44.18	46.18	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIIVER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
PIPEFITTER	ALL	BLD		47.50	50.50	1.5	1.5	2	10.05	17.85	0.00	2.12
PLASTERER	ALL	BLD		42.75	45.31	1.5	1.5	2	14.00	15.71	0.00	0.89
PLUMBER	ALL	BLD		49.25	52.20	1.5	1.5	2	14.34	13.35	0.00	1.28

ROOFER	ALL	BLD		42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD		45.77	47.77	1.5	1.5	2	10.65	14.10	0.00	0.82
SPRINKLER FITTER	ALL	BLD		47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55
STEEL ERECTOR	E	ALL		42.07	44.07	2	2	2	13.45	19.59	0.00	0.35
STEEL ERECTOR	W	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
STONE MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
TERRAZZO FINISHER	ALL	BLD		40.54	40.54	1.5	1.5	2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD		44.38	47.88	1.5	1.5	2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD		45.49	49.49	1.5	1.5	2	10.65	13.88	0.00	0.86
TRAFFIC SAFETY WRKR	ALL	HWY		33.50	35.10	1.5	1.5	2	8.10	7.62	0.00	0.25
TRUCK DRIVER	ALL	ALL	1	36.30	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	2	36.45	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	3	36.65	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	4	36.85	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TUCKPOINTER	ALL	BLD		44.17	45.17	1.5	1.5	2	10.45	15.04	0.00	0.88

#### **Legend**

**M-F OT** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OSA** Overtime pay required for every hour worked on Saturdays

**OSH** Overtime pay required for every hour worked on Sundays and Holidays

**H/W** Health/Welfare benefit

Explanations DUPAGE COUNTY

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

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

## EXPLANATION OF CLASSES

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

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

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

## CERAMIC TILE FINISHER

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

## COMMUNICATIONS TECHNICIAN

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

## MARBLE FINISHER

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

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

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

## OPERATING ENGINEER - BUILDING

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

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum;

Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.;

Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

#### OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

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

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

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

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

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

#### TERRAZZO FINISHER

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

#### Other Classifications of Work:

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

#### LANDSCAPING

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

## MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

**LEGAL NOTICE  
PREVAILING WAGE RATES  
VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS**

**NOTICE IS HEREBY GIVEN** that the Village of Bensenville, DuPage and Cook Counties, Illinois (the "*Village*"), pursuant to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.* (the "*Act*"), adopted an ordinance on June 26, 2018, establishing the prevailing rate of wages to be paid to laborers, mechanics and other workers engaged in the construction of public works projects by any public body or by anyone under contract for public works, said prevailing wage classifications and rates having been determined for the County of DuPage and County of Cook by the Illinois Department of Labor. A copy of the ordinance is on file and available for inspection by any interested party in the office of the Village Clerk, Village of Bensenville, 12 South Center Street, Bensenville, Illinois 60106. A copy of the ordinance can also be mailed to any employer, association of employers, association of employees or any person or interested party who has filed, or files their names and addresses with the Office of the Village Clerk requesting a copy.

/s/ Nancy Quinn, Village Clerk

**TYPE:**Resolution**SUBMITTED BY:**Todd Finner**DEPARTMENT:**Recreation and Community  
Events**DATE:**June 26, 2018**DESCRIPTION:**A Resolution Approving a Facility Usage License Agreement with Robert Morris University**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

COW Approved (6-0)

**DATE:**

June 19, 2018

**BACKGROUND:**

Robert Morris University and the Village have partnered since 2006 with facility usage license agreements that include field and ice time as well as locker room facilities. In the past, the Robert Morris women's hockey team has practiced at another facility in Chicago while keeping its games at the Edge. However, the women's team plans on full-time participation at the Edge for the 2018-19 season. This means that the hockey program will need another room so that its players can leave their equipment at this facility during school hours.

**KEY ISSUES:**

Robert Morris University has proposed a two year agreement with an option for a third year to license the former Chicago Steel front office for a rate of \$20,000 for year one with a 3% annual increase for every year thereafter. This space has largely been unoccupied since the departure of the Steel in July of 2015.

Since last November, the space has been licensed to Sin Bin Proshop to be used for inventory storage. This existing license contains a provision indicating that either Party may terminate the license for use of the Storage Area at any time by providing the other Party thirty (30) day's notice. Notice was given to Sin Bin Proshop on June 5th.

**ALTERNATIVES:**

- The Resolution requires approval by the Village Board. Should the Board not approve the Resolution, Robert Morris University would not be entitled to use the Storage Area under the terms of the proposed Facility Usage License agreement.
- Discretion of the Village Board.

**RECOMMENDATION:**

Staff recommends approval of the Resolution.

**BUDGET IMPACT:**

This Agreement will provide the Village revenue in the form of license fees. Total resulting revenues in the first year of the agreement will be \$20,000. These revenues were not reflected in the 2018 annual budget.

**ACTION REQUIRED:**

Approve the Resolution Authorizing an Ice License and Facility Use Agreement with the Chicago Mission Hockey Club.

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**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Resolution	6/13/2018	Resolution Letter
Agreement	6/14/2018	Cover Memo

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

**A RESOLUTION APPROVING A FACILITY USAGE LICENSE AGREEMENT WITH  
ROBERT MORRIS UNIVERSITY**

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

**WHEREAS**, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

**WHEREAS**, the VILLAGE owns and operates ice rink facilities commonly known as The Edge on Jefferson Street and The Edge on John Street (collectively the “ARENA”) as well as sports fields commonly known as Memorial Field and Liberty Field (collectively “REDMOND PARK”); and

**WHEREAS**, the VILLAGE has determined that it is necessary and desirable to license use of the ARENA for the purposes of generating revenue to fund the costs of maintenance, operation and management of the ARENA; and

**WHEREAS**, an organization known as Robert Morris University, an Illinois not for profit Corporation, currently has a license with the VILLAGE for ice time and use of the ARENA and REDMOND PARK pursuant to the terms and conditions as expressed in a certain Ice Arena and Facility Usage License Agreement; and

**WHEREAS**, Robert Morris University has expressed a desire to enter into an additional two year Facility Usage License Agreement for the use of the ARENA in accordance with the terms and conditions as expressed in the subsequent Facility Usage License Agreement (hereinafter the “AGREEMENT”) attached hereto and incorporated by reference herein as Exhibit

“A”; and

**WHEREAS**, the Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with Robert Morris University.

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

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

**SECTION TWO:** The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, the Ice Arena and Facility Use Agreement attached hereto and incorporated herein by reference as Exhibit “A.”

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

PASSED AND APPROVED by the Board of Trustees of the Village of Bensenville, Illinois this 26<sup>th</sup> day of June 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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

## FACILITY USAGE LICENSE

This Ice Arena and Facility Usage Non-Exclusive License (hereinafter "License") is made and entered into as of this 26th day of June, 2018, by and between the VILLAGE OF BENSENVILLE ("Licensor," "Village") and Robert Morris University, an Illinois not for Profit Corporation, ("Licensee") (Licensee and Licensor collectively referred to as the "Parties") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS ("Arena").

### I. RECITALS

1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
2. Pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates two ice rink facilities, one located at 545 John Street, Bensenville, Illinois ("Edge on John Street") and the other at 735 East Jefferson Street, Bensenville, Illinois ("Edge on Jefferson Street"). (For the general purposes of this License, Edge on John Street and Edge on Jefferson Street shall be referred to collectively as the "Arena," unless referenced otherwise.)
3. Licensor intends to license ice time and related facilities at the Arena for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Arena.
4. Moreover, Licensor intends to storage facilities at the Arena as provided herein to Licensee and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
5. Licensee intends to use facilities at the Arena, as provided herein.
6. Licensee recognizes that Licensor is an Illinois municipal corporation and is, therefore, subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
7. Licensee further recognizes that Arena and its facilities are public in nature.
8. Licensor and Licensee recognize that this License is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators, subject to conditions and restriction imposed on the Arena as public property and the Licensor as a municipal corporation.

NOW, THEREFORE, in consideration of the recitals, representations, and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### II. LICENSE

#### 1. Term.

The Term of this License shall commence on August 15, 2018 and shall continue for a period of two (2) years (the "Term") until August 14, 2020. Thereafter, the License will automatically renew for one (1) successive twelve (12)-month periods, unless either Party provides written notice of termination. Such notice must be provided not less than one hundred twenty days (120) days before the expiration date of the initial term or the then current renewal term. The Licensee shall pay for storage room at an increase of three percent (3%) per year of the flat rate that is in place at the time of any such renewal for the duration of the renewal term.

## 2. Usage.

- a. **Jefferson Street Storage Room.** Beginning August 15, 2018, the Licensee shall have exclusive use of the Jefferson Street Storage Room within the Jefferson Street Arena. Licensee shall have the exclusive use of the Jefferson Street Storage Room, provided, however, that the Licensor reserves the right to use the Jefferson Street Storage Room, or portions thereof, provided: (i) the Licensor shall make a written request for said use to the Licensee; and (ii) the Licensee approves said request in writing, which approval shall not be unreasonably withheld. Said agreement shall require: (a) that equipment or any other items owned by the Licensee located in the Jefferson Street Storage Room shall not be used by the Licensor or Third Party User; and (b) that the Licensor or Third Party User shall indemnify the Licensee from any and all claims arising out of the use of the Exclusive Locker Rooms and/or repair costs thereto, resulting from the Licensor or Third Party User's use of the Exclusive Locker Rooms as herein provided shall be the responsibility of the Licensor or Third Party User.

## 3. Scope

- a. This License authorizes Licensee to exclusive use of the Jefferson Street Storage Room, spectator stands, public areas of the Arena, other Redmond Park Facilities, as schedule allows, and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License applies only to Licensee and its employees, agents, members, invitees and spectators.
- d. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.

## 4. Payment

- a. Licensor shall invoice Licensee on the 15<sup>th</sup> day of each month for all charges due and owing the following month. All invoiced amounts shall become due and owing of the first day of the month following the invoice date.
- b. **JEFFERSON STREET STORAGE ROOM.** For such right as set forth in section 2(a), the Licensee shall pay to the Licensor the following:
  - (i) Twenty Thousand and 00/100 Dollars (\$20,000.00) per year for the Jefferson Street Storage Room.
  - (ii) Payment shall be made in equal installments on the following dates: September 1, October 1, November 1 and January 1 of each year of this license.
- c. A late fee of five percent (5%) per month will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.)(a.), above. The Licensor shall charge Fifty Dollars (\$50.00) in addition to the face amount of a check returned for non-sufficient funds or one which must be resubmitted for payment regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.

- e. The Licensee is also subject to the Licensor's Amusement Tax, and any amendment thereto. The amusement tax is currently five percent (5%) at the signing of this License. Invoices tendered to Licensee shall include the Amusement Tax as a required payment.
- f. Upon Licensee's failure to pay any sums due hereunder, Licensor reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a seven (7)-day cure period. Notwithstanding this right, , Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.
- g. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licensor hereby reserves the right to cancel any future commitments made by Licensor to Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessor's sole option.
- h. Upon Licensee's failure to pay any sums due hereunder, Licensor also reserves the right to prohibit Licensee from taking the ice, without notice, until any past due debts have been satisfied.

#### 5. Taxes.

- a. Licensee hereby agrees to pay any and all due and owing taxes, which may be assessed on Licensee's activities at the Arena, within fifteen (15) business days of receipt of said notice of a tax obligation.
- b. Specifically, Licensee shall collect, serve as agent and trustee for, and pay to the Licensor, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 *et seq.* In addition to the remedies provided for in Section 3-19-6, Licensor shall have the remedies set forth in part II, paragraph 4, subparagraphs c., d., and e. of this License.

#### 6. Reservation of Rights.

- a. Licensor hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Licensor reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and/or spectators, for any reason, at Licensor's sole discretion.

#### 7. Duties of Licensee.

- a. Licensee shall provide for the full and proper supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the locker room and Arena rules and regulations set forth in "Exhibit B," attached hereto and incorporated herein by reference as if fully set forth, and all other and further rules and regulations posted in the Arena. Licensee agrees to pay to the Licensor the replacement costs itemized in Exhibit "B" for the damages listed caused by it or its employees, agents, members, invitees and spectators.
- b. Licensee shall provide for qualified and trained adult supervision at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.

- 4
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee by trained and qualified personnel.
  - d. Licensee shall maintain the Arena and licensed facilities in the same condition as received.
  - e. Licensee shall be charged with repairing damage to the Arena, the Jefferson Street Storage Room and/or any equipment caused by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor.
  - f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.
  - g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.
  - h. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of:
    - ☐ USA Hockey
    - ☐ Amateur Hockey Association of Illinois
  - i. Licensee shall notify Licensor of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
  - j. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to Licensor within a reasonable time after they have been executed.
  - k. Licensee shall notify its members that food and beverage consumption at the Edge shall be limited to the purchase of such food and beverage as is available from the food/beverage company which provides concessions and catering under contract with the Licensor.
  - l. Licensee shall pay and be liable for all repairs, renovations and replacements to any portions of the Arena Facilities, including but not limited to fixtures and equipment made necessary as the result of any Licensee sponsored modifications. Further, Licensee shall be responsible for any and all modifications to Arena Facilities with or without prior written consent of the Licensor. In the event of any such modifications, Licensee shall, at its expense, return modified Arena Facilities to their condition existing prior to Licensee's use.

#### **8. Duties of Licensor.**

- a. Licensor shall provide the Jefferson Street Storage Room and other facilities to the Licensee pursuant to the terms of this License.
- g. Licensor shall notify Licensee of any material breach of this License. Licensee shall grant Licensor thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensor to remedy any such breach shall result in termination of this License at Licensee's option.

### **9. Assumption of Risk.**

Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, to losses and the danger of being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets, attendees and spectators or any other element incidental to the operation of the Arena.

### **11. Insurance.**

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensor as an additional insured, for limits of liability of not less than:
  - i. Personal injury/death: one million dollars per occurrence; and
  - ii. Property damage liability: five hundred thousand dollars per occurrence.
- b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.
- c. Waiver of Subrogation. Licensor and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensor and Licensee each agree to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

### **12. Waiver of Claims; Indemnification.**

- a. Licensee shall indemnify, hold harmless, and defend the Licensor and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.
- b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensor and its managers, officers, agents, servants, and employees.

### **13. Termination.**

- a. Subject to the conditions set forth in Article (4.), above, Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.
- b. Licensor reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
- c. Licensor shall give Licensee ten (10) days written notice of Licensor's intent to terminate this License.

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- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.
  - e. Termination by the Licensor shall not preclude its pursuit of any other remedy or damages it may have for Licensee's breach of this License.

**14. Excuse of Performance.**

- a. Licensor and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any acts of God, *force majeure*, or casualty, event, happening, or thing beyond the reasonable control of either Party, including, but not limited to, mechanical breakdown of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.
- b. Such excuse of performance shall continue until such time as said acts of God, *force majeure*, casualty, event, happening, or thing is past and/or the injury or loss from it sufficiently restored or remedied to permit resumption of the activities under this License.

**15. Arena.**

- a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.
- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee in is full compliance with this License.

**16. Miscellaneous.**

- a. **Assignment.** This License may be assigned by Licensee, with Licensor's prior written consent provided that the assignment is to: 1) any member organization of the Amateur Hockey Association of Illinois, which at the time of assignment is in good standing with that association; and, 2) Licensee is current in all amounts owing to Licensor.
- b. **Amendments.** No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensor.
- c. **Entire License.** This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.
- d. **Severability.** The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and the License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.

- e. **Headings and Captions.** The headings and captions continued in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
- f. **Governing law.** Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
- g. **Waiver.** No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.
- h. **Counterparts.** This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

#### 17. Notice.

- a. All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail as follows:

- i. For Licensor:

Village of Bensenville  
 Attn: Village Manager  
 12 South Center Street  
 Bensenville, Illinois 60106  
[esummers@bensenville.il.us](mailto:esummers@bensenville.il.us)

and

P. Joseph Montana  
 Montana and Welch, LLC  
 192 North York Road  
 Elmhurst, IL 60126  
[jmontana@montanawelch.com](mailto:jmontana@montanawelch.com)

(630) 501 – 0624 Elmhurst  
 (708) 448 – 7005 Palos Heights  
 (630) 607 – 0694 Fax

- ii. For Licensee:

Robert Morris University, LLC  
 Jared Williamson  
 401 S. State Street  
 Chicago, IL 60605  
[jwilliamson@robertmorris.edu](mailto:jwilliamson@robertmorris.edu)  
 (312) 935 – 4141 Athletics Office  
 (312) 805 – 4626 Cell

- e. **Headings and Captions.** The headings and captions continued in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
- f. **Governing law.** Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
- g. **Waiver.** No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.
- h. **Counterparts.** This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

#### 17. Notice.

- a. All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail as follows:

- i. For Licensors:  
Village of Bensenville  
Attn: Village Manager  
12 South Center Street  
Bensenville, Illinois 60106  
[esummers@bensenville.il.us](mailto:esummers@bensenville.il.us)

and

- P. Joseph Montana  
Montana and Welch, LLC  
192 North York Road  
Elmhurst, IL 60126  
[jmontana@montanawelch.com](mailto:jmontana@montanawelch.com)

(630) 501 – 0624 Elmhurst  
(708) 448 – 7005 Palos Heights  
(630) 607 – 0694 Fax

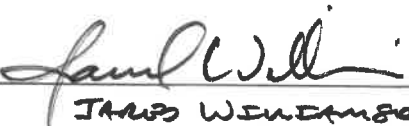
- ii. For Licensee:  
Robert Morris University, LLC  
Jared Williamson  
401 S. State Street  
Chicago, IL 60605  
[jwilliamson@robertmorris.edu](mailto:jwilliamson@robertmorris.edu)  
(312) 935 – 4141 Athletics Office  
(312) 805 – 4626 Cell

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

VILLAGE OF BENSENVILLE

ROBERT MORRIS UNIVERSITY

By: \_\_\_\_\_  
Village President

By:   
JAMES WENDENBORN

Its \_\_\_\_\_  
Director of Athletics

Attest: \_\_\_\_\_  
Village Clerk

Attest:   
Director of Athletic Operations and  
Campus Safety (Nick Jarmuz)

**EXHIBIT A**  
**WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY**  
**AGREEMENT ("AGREEMENT")**

- I. Assumption of Risk.** I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. **Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and ROBERT MORRIS UNIVERSITY, an Illinois not for profit Corporation ("hereafter referred to as the "Licensee").** I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.
- II. Release and waiver of claims agreement.** In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, **I hereby agree to waive any and all claims that I have or may have in the future against the VILLAGE OF BENSENVILLE resulting from my participation in the activities of the Licensee at the Arena. Further, I hereby release the VILLAGE OF BENSENVILLE from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the Licensee due to whatever cause whatsoever, including negligence or breach of contract on the part of the VILLAGE OF BENSENVILLE.**
- III. Binding effect of this Agreement.** In the event of my death or incapacity, this Agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.
- IV. Entire agreement.** This Agreement contains all the terms and conditions of my waiver and release of liability.
- I HAVE READ AND UNDERSTAND THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.**

\_\_\_\_\_  
Signature of participant

\_\_\_\_\_  
Signature of parent or guardian of participant if participant is under eighteen (18) years of age.

\_\_\_\_\_  
Date

**EXHIBIT B****LOCKER ROOM AND ARENA RULES AND REGULATIONS**

1. Skates must be kept on the rubber floor only and not on or around the bleachers.
2. Playing hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment will be confiscated by rink staff if this policy is not adhered to.
3. Players must be fully clothed when outside of the locker room.
4. Roller blades, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.
5. No pets allowed in rink.
6. The ice re-surfacer (Zamboni) will not start until all players are off of the ice and doors are closed.
7. User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. E.g. If a practice or game is scheduled from 5:30 pm – 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
8. Users do not have access to the office or any office equipment within it.

## Exhibit C

## Other facility rental fees and responsibilities

The Edge Ice Arenas has a number of different facilities available for rent in addition to just ice rental. Listed below are other areas of the facility that can be rented out as a means to enhance your program content. Please understand that there is a deposit and a rental fee charged with each one of these facilities. A post usage inspection must be approved by rink management prior to return of the customer's damage deposit. Food and drink are not allowed in any of the facilities. Please place a check mark in the box of the facility required.

Rental Facility	Cost	Please check if required
<b>AHAI Meeting Rooms</b> Maximum occupancy of 30 people per room	\$150/day	
<b>West Rink Party Room</b> Maximum occupancy of 15 people per room	\$50/day	
<b>Blue Line Club Bar</b> Maximum occupancy of 20 people per room	\$100/day	
<b>John Street Ballet Room</b> Maximum occupancy of 20 people per room	\$50/day	
<b>Skybox</b> Each skybox offers a private suite overlooking the Edge West Ice Arena. Maximum occupancy is 10 people per suite.	\$100/suite	
<b>Food/Beverage</b> The Edge Ice Arenas has leased out exclusive licensing rights for all food and vending privileges. Please do not bring in food from outside sources. Please indicate YES or NO if you will be requiring food and beverage services while at the Edge.	Yes No	
<b>Vendor Space</b> Each vendor space will include one table and two chairs. There are two vendors spaces available on lower level and numerous spaces available on the 2nd level mezzanine.	\$100/upper level space \$150/lower level space	

## Edge Ice Arenas Rules

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced:

- No food or sport drinks allowed in locker rooms – WATER ONLY is allowed.
- Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas and particularly locker rooms and adjacent hallways.
- *All* tobacco use is prohibited in the facilities – violation will result in immediate ejection of the user from the facility.
- ALL trash must be picked up in locker rooms before this form is deemed ACCEPTABLE.
- Players and or teams that bang sticks on wall and floors as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. PLEASE INFORM TEAM MEMBERS.

Date \_\_\_\_\_ Team and Association \_\_\_\_\_

Rink (Circle One)      John Street      Jefferson East      Jefferson West      Locker Room # \_\_\_\_\_

Time of day key is checked out \_\_\_\_\_

Responsible party printed name \_\_\_\_\_

NOTE EXISTING DAMAGE \_\_\_\_\_

I agree to accept full responsibility for cleanliness and damage that may occur during the above teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy and after all players have completed use of the locker room. The room must be clean and free from any acts of vandalism upon inspection.

Responsible party signature \_\_\_\_\_

Witness (Edge Staff) \_\_\_\_\_

After use inspection (circle one)      Acceptable      Not Acceptable\*\*

\*\*Reason for non-acceptance \_\_\_\_\_

Employee name that inspected locker room and received key \_\_\_\_\_

Time of day key returned \_\_\_\_\_

(Please note price list on reverse side for cost of damages)

## Price List for Damages

Your team will be held liable for all damages to locker rooms that occurred in contracted time frame.  
The following list outlines the replacement cost that your team will be charged for any and all damage:

Paint touch up	\$500.00
Damaged Bench	\$250.00
Keys	\$10.00
Locks	\$150.00
Showerhead	\$75.00
Outlet	\$50.00
Outlet Cover	\$25.00
Light Cover	\$150.00
Thermostat	\$750.00
Toilet	\$650.00
Sink	\$450.00
Toilet Partition	\$1000.00
Shower Partition	\$1000.00
Emergency Lights	\$1500.00
Coat Hooks	\$300.00
Damaged Ceilings	\$1000.00
Damaged Doors	\$2000.00
Room Deodorizer	\$250.00

**TYPE:**Ordinance**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**06.26.18**DESCRIPTION:**

An Ordinance Approving Conditional Use Permit (Electronic Message Center sign) and Variance (EMC sign percentage) for Zion Evangelical Lutheran Church, located at 865 South Church Road

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**☐*Financially Sound Village**Quality Customer Oriented Services**Safe and Beautiful Village*☒*Enrich the lives of Residents**Major Business/Corporate Center**Vibrant Major Corridors***COMMITTEE ACTION:**

Committee of the Whole. Voted to approve (6-0)

**DATE:**

06.19.18

**BACKGROUND:**

1. The Petitioner is seeking a Conditional Use Permit for an Electronic Message Center sign.
2. The EMC will be placed in an existing monument sign on the church property.
3. Their proposed sign will also require a variance as the EMC portion goes above the allowed 50% of the total signage area.

**KEY ISSUES:**

1. EMC signs are a common conditional use permit request.
2. Applicant agrees to have all the appropriate controls in order to dim, turn off, change as necessary.

**ALTERNATIVES:**

Discretion of the Board.

**RECOMMENDATION:**

1. The staff respectfully recommends that the Conditional Use Permit and Variance be approved.
2. At the Public Hearing on June 5, 2018, the Community Development Commission voted unanimously (6-0) to recommend approval of the Requests with the conditions recommended by staff (attached). Motion passed.
3. On 06.19.18 the Committee of the Whole voted unanimously to approve the requests.

**BUDGET IMPACT:**

n/a

**ACTION REQUIRED:**

Approval of an Ordinance granting Conditional Use Permit (Electronic Message Center sign) and Variance (EMC sign percentage) for Zion Evangelical Lutheran Church, located at 865 South Church Road.

**ATTACHMENTS:****Description****Upload Date****Type**

Ordinance

6/8/2018

Backup Material

Aerial &amp; Zoning Maps

5/31/2018

Backup Material

**ORDINANCE # \_\_\_\_\_**

**AN ORDINANCE APPROVING CONDITIONAL USE AND VARIANCE TO ALLOW  
AN ELECONTRONIC MESSAGE CENTER SIGN  
FOR THE PROPERTY LOCATED AT  
865 SOUTH CHURCH ROAD, BENSENVILLE, ILLINOIS**

**WHEREAS**, Zion Evangelical Lutheran Church (“Owner”) and (“Applicant”), filed an application for Conditional Use Permit, Electronic Message Center Sign, Municipal Code Section 10 – 18 – 6 – 1B and; Variance, Percentage, Municipal Code Section 10 – 18 – 6 – 1A – 2 of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”) for the property located at 865 S. Church Road, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

**WHEREAS**, Notice of Public Hearing with respect to the conditional use and variance sought by the Applicant was published in the Bensenville Independent on May 18, 2018 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

**WHEREAS**, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on June 5, 2018 as required by the statutes of the State of Illinois and the ordinances of the Village; and

**WHEREAS**, after hearing the application, the Community Development Commission agreed with the findings of fact submitted by Applicant, recommending approval of the conditional use and variance and, thereafter, voted unanimously (6-0) to recommend approval of the conditional use and variance, and forwarded its recommendations, including the Staff Report and findings relative to the conditional use and variance to the Village Board Committee of the Whole, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

**WHEREAS**, on June 19, 2018 the Village Board Committee of the Whole then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees; and

**WHEREAS**, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested conditional use and variance as recommended by the Community Development Commission to allow an electronic message center sign is consistent with the Zoning Ordinance.

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

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

**SECTION TWO:** That the Subject Property is currently zoned under the Zoning Ordinance as RS – 4 Medium High Density Single Family District, which zoning classification shall remain in effect subject to the conditional use and variance approved herein.

**SECTION THREE:** That the Staff Report and Recommendation to approve the conditional use and variance sought, as adopted by the Community Development Commission as shown in Exhibit “B” is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that the approval of said conditional use and variance are proper and necessary.

**SECTION FOUR:** That the conditional use and variance sought by the Applicant to allow an electronic message center sign on the Subject Property is hereby approved subject to the following condition:

1. The plans and aesthetics of the sign to be in substantial compliance with the plans submitted with this application.
2. Sign should be turned off/deactivated after 10pm, unless a special event is being held, at which point it should be deactivated immediately following event.
3. All other features of EMC shall conform to ordinance, particularly section 10-18-7C Sign Illumination.

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

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

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, this \_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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

**Ordinance # \_\_\_\_\_ - 2018**

**Exhibit “A”**

**Legal Description**

The Legal Description is as follows:

THE WEST 774.52 FEET OF THE EAST 1106.06 FEET OF THE SOUTH 492.12 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 865 South Church Road, Bensenville, IL 60106.

**Ordinance # \_\_\_\_ - 2018**  
**Exhibit “B”**  
**Findings of Fact**

Mr. Pozsgay reviewed the approval criteria for the proposed conditional use permit request consisting of:

1. **Traffic:** The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized.

**Applicant’s Response: There will be no adverse impact on South Church Rd.**

2. **Environmental Nuisance:** The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district.

**Applicant’s Response: There will not be any environmental nuisance.**

3. **Neighborhood Character:** The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized.

**Applicant’s Response: The proposed use will fit harmoniously with the existing character on the existing sign. Will not have any adverse effects to the surrounding area.**

4. **Use of Public Services and Facilities:** The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

**Applicant’s Response: The proposed use will not put a strain or disproportionate strain on public services beyond what is normally provided for in an I-1 Permitted Use.**

5. **Public Necessity:** The proposed use at the particular location requested is necessary to provide a service or a facility, which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community.

**Applicant's Response: There is a need for the Village of Bensenville to keep its Churches and Schools occupied.**

6. **Other Factors:** The use is in harmony with any other elements of compatibility pertinent in the judgment of the commission to the conditional use in its proposed location.

**Applicant's Response: The building is approximate 175 years old and one the oldest Lutheran Churches in the area. The EMC sign will allow the church and school to draw new members. Will also make it easier to show upcoming events which will benefit Zion Lutheran Church-Concord Lutheran School and the Community.**

Mr. Pozsgay reviewed the approval criteria for the proposed variance request consisting of:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

**Response: Plans were drawn up by our sign company over the past 2 months, The plan is to replace the existing back lit sign with a new EMC sign. We plan to have the top section of the sign with static lettering. We are requesting to have the bulk of the sign to use as the EMC section to make changes as needed.**

2. **Hardship or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

**Response: Without a coverage variance for the sign it will severely limit the information that can be displayed on the sign.**

3. **Circumstances Relate to Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

**Response: The sole reason we are applying for the Variance is because we are requesting the EMC portion of the sign is over the 50% requirement.**

4. **Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

**Response: There has not been any action taken, on our part, to proceed with construction. We now know that a Variance is needed in order to proceed with obtaining the permit, for construction to begin.**

5. **Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

**Response: There are a few signs in the Village where the EMC sign is more than 50% of the overall size of the sign.**

6. **Necessary for Use of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

**Response: Without the Variance, we will not be able to enjoy the additional space needed to pass on information to the public as it relates to Zion Lutheran Church/Concord Lutheran School.**

7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

**Response: The sign that we plan on to replace, will not in any way impair the environmental quality or welfare of the vicinity in which we live.**

8. **Consistent with Title and Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their

adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

**Response: If this Variance is granted, it will, in no way, interfere with the General Development Plan adopted by the Village of Bensenville.**

9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

**Response: If the Variance is approved, we will be able to proceed with our plans to obtain a permit and begin construction without incurring additional costs.**

Mr. Pozsgay stated Staff recommends the approval of the findings of fact as they appear above and therefor recommend approval of the request with the following conditions:

1. The plans and aesthetics of the sign to be in substantial compliance with the plans submitted with this application.
2. Sign should be turned off/deactivated after 10pm, unless a special event is being held, at which point it should be deactivated immediately following event.
3. All other features of EMC shall conform to ordinance, particularly section 10-18-7C Sign Illumination.

There were no questions from the Commission.

Motion: Commissioner Marcotte made a motion to close CDC Case No. 2018-13. Commissioner Rodriguez seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Marcotte, King, Rodriguez, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 7:11 p.m.

Motion: Commissioner Marcotte made a combined motion to approve the Findings of Fact for CDC Case No. 2018-11 as presented by Staff and to approve the conditional use permit for an EMC sign. Commissioner Ciula seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Marcotte, King, Rodriguez, Wasowicz

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Marcotte made a combined motion to approve the Findings of Fact for CDC Case No. 2018-11 as presented by Staff and to approve the variance for percentage. Commissioner Wasowicz seconded the motion.

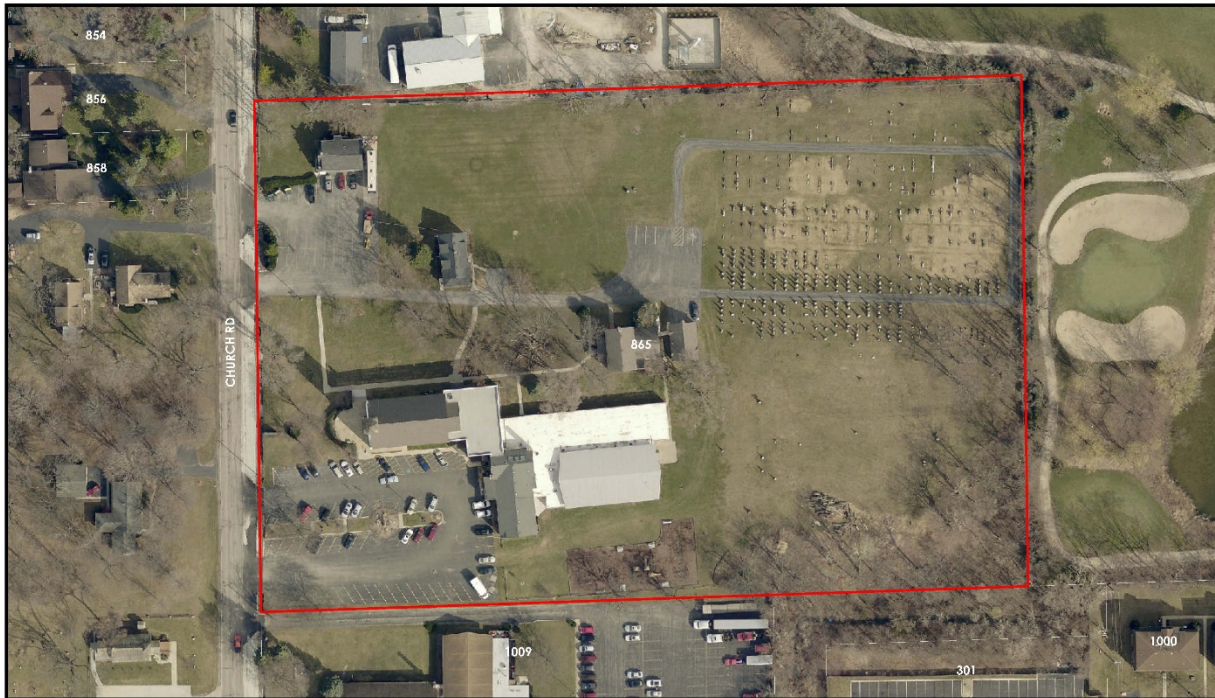
ROLL CALL: Ayes: Rowe, Ciula, Marcotte, King, Rodriguez, Wasowicz

Nays: None

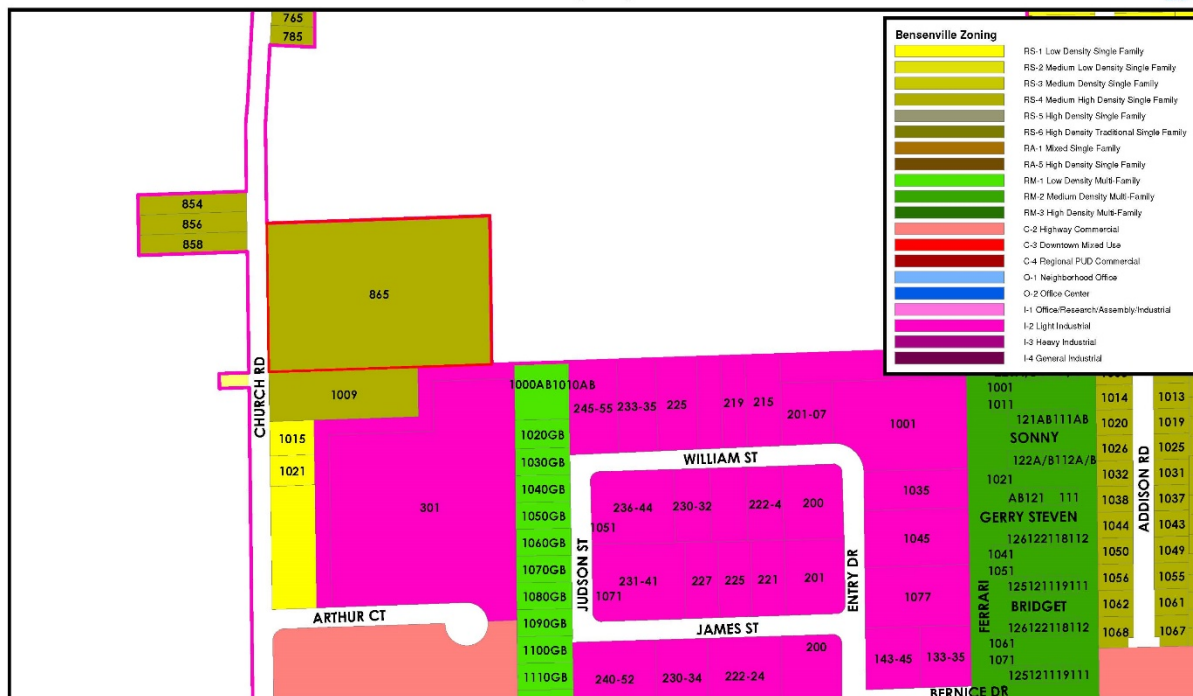
All were in favor. Motion carried.

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Ronald Rowe, Chairman  
Community Development Commission



Date: 5/9/2018



**TYPE:**Ordinance**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**06.26.18**DESCRIPTION:**

An Ordinance Approving Conditional Use Permit (Electronic Message Board Sign) and Variances (Monument Sign Height and Number permitted and Wall Sign number permitted) for Amoco, Inc. at 101 W. Irving Park Road

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**☐*Financially Sound Village**Quality Customer Oriented Services**Safe and Beautiful Village*☐*Enrich the lives of Residents**Major Business/Corporate Center**X Vibrant Major Corridors***COMMITTEE ACTION:**

Committee of the Whole. Voted to approve (6-0)

**DATE:**

06.19.18

**BACKGROUND:**

1. The Petitioner is seeking a Conditional Use Permit and Variances for an Electronic Message Board sign.
2. The wish to install a 14 foot monument sign, including electronic message center, at the south east corner of the site along Irving Park Road.
3. The Petitioner is also seeking a Variance for additional canopy signage.
4. The property was recently purchased and is being rebranded as an Amoco.

**KEY ISSUES:**

1. EMC signage for fueling stations is a common conditional use request granted.
2. The 14 foot sign variance is the maximum variance the Village has given recently for similar fueling stations.
3. The variances for number of signs on the monument and canopy are both common for fueling stations.

**ALTERNATIVES:**

Discretion of the Board.

**RECOMMENDATION:**

1. The staff respectfully recommends that the Conditional Use Permit and Variances be approved.
2. At the Public Hearing on June 5, 2018, the Community Development Commission voted unanimously (6-0) to recommend approval of the Requests with the conditions recommended by staff (attached). Motion passed.
3. On 06.19.18 the Committee of the Whole voted unanimously to approve the request.

**BUDGET IMPACT:**

n/a

**ACTION REQUIRED:**

Approval of an Ordinance granting Conditional Use Permit (Electronic Message Board Sign) and Variances (Monument Sign Height and Number permitted and Wall Sign number permitted) for Amoco, Inc. at 101 W. Irving Park Road.

**ATTACHMENTS:**

**Description**

**Upload Date**

**Type**

Ordinance

6/11/2018

Ordinance

Aerial & Zoning Maps

5/31/2018

Backup Material

**ORDINANCE # \_\_\_\_\_**

**AN ORDINANCE APPROVING CONDITIONAL USE AND VARIANCES TO ALLOW  
AN ELECONTRONIC MESSAGE CENTER SIGN AND CANOPY SIGNAGE  
FOR THE PROPERTY LOCATED AT  
101 WEST IRVING PARK ROAD, BENSENVILLE, ILLINOIS**

**WHEREAS**, Makin Land Company (“Owner”) and Image FX Corp (“Applicant”), filed an application for Conditional Use Permit, Electronic Message Center Sign, Municipal Code Section 10 – 18 – 6 – 1 and; Variance, Monument Sign Number Permitted, Municipal Code Section 10 – 18 – 11A – 2b – 1 and; Variance, Monument Sign Height, Municipal Code Section 10 – 18 – 11A – 2d – 1 and; Variance, Wall Signs Number Permitted, Municipal Code Section 10 – 18 – 11A – 2b – 2 of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”) for the property located at 101 W. Irving Park Road, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

**WHEREAS**, Notice of Public Hearing with respect to the conditional use and variances sought by the Applicant was published in the Bensenville Independent on May 18, 2018 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

**WHEREAS**, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on June 5, 2018 as required by the statutes of the State of Illinois and the ordinances of the Village; and

**WHEREAS**, after hearing the application, the Community Development Commission agreed with the findings of fact submitted by Applicant, recommending approval of the conditional use and variances and, thereafter, voted unanimously (6-0) to recommend approval of the conditional use and variances, and forwarded its recommendations, including the Staff Report and findings relative to the conditional use and variances to the Village Board Committee of the Whole, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

**WHEREAS**, on June 19, 2018 the Village Board Committee of the Whole then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees; and

**WHEREAS**, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested conditional use and variances as recommended by the Community Development Commission to allow an electronic message center sign, two business signs on the monument sign, a height of 14 feet for the monument sign and three total signs on the gas canopy is consistent with the Zoning Ordinance.

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

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

**SECTION TWO:** That the Subject Property is currently zoned under the Zoning Ordinance as C – 2 Highway Commercial District, which zoning classification shall remain in effect subject to the conditional use and variances approved herein.

**SECTION THREE:** That the Staff Report and Recommendation to approve the conditional use and variances sought, as adopted by the Community Development Commission as shown in Exhibit “B” is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that the approval of said conditional use and variances are proper and necessary.

**SECTION FOUR:** That the conditional use and variances sought by the Applicant to allow an electronic message center sign, monument sign and canopy signage on the Subject Property is hereby approved subject to the following condition:

1. The Conditional Use Permit for Electronic Message Center sign be granted solely to Amoco and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of change in tenancy of this property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new proprietor without amendment to the Conditional Use Permit, or if the CDC deems that

the new proprietor contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit.

2. The monument sign be developed in substantial compliance with the plans submitted Image FX. dated 01.25.18 and revised 03.23.18;
3. Applicant verifies that the monument sign will be set back 5 feet from the property line, according to code;
4. The electronic message center sign shall have all the appropriate controls for brightness, flashing, timer, etc so that modifications can be made as necessary. A six-month review of the sign by staff will determine if any changes are needed.
5. All other features of EMC shall conform to ordinance, particularly section 10-18-7C Sign Illumination.

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

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

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, this \_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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

**Ordinance # \_\_\_\_\_ - 2018**  
**Exhibit "A"**  
**Legal Description**

The Legal Description is as follows:

LOT 3 (EXCEPT THAT PART OF LOT 3 LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT, 40.176 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 88 DEGREES 54 MINUTES 35 SECONDS FROM NORTH TO EAST WITH THE WEST LINE OF SAID LOT, A DISTANCE OF 255.285 FEET; THENCE EASTERLY ALONG THE ARC OF A CIRCLE OF A 5769.65 FOOT RADIUS, CONVEX NORTHERLY AND TANGENT TO THE LAST DESCRIBED LINE, 33.415 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3 THAT IS 40.205 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; AND FURTHER EXCEPTING THE NORTH 120.00 FEET OF SAID LOT 3), IN C. A. FRANZEN'S SUBDIVISION OF THE EAST 20.15 CHAINS (1329.9 FEET) OF THAT PART OF THE NORTHEAST 114 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER OF IRVING PARK BOULEVARD, AND SOUTH OF THE NORTH 461. 77 FEET THEREOF, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 11, 1919 AS DOCUMENT 139197, IN DUPAGE COUNTY, ILLINOIS. (EXCEPT THEREFROM THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS BY DEED RECORDED DEC. 6, 2011 DOCUMENT R2011-148746)

Commonly known as 101 West Irving Park Road, Bensenville, IL 60106.

**Ordinance # \_\_\_\_ - 2018**  
**Exhibit “B”**  
**Findings of Fact**

Mr. Pozsgay reviewed the approval criteria for the proposed conditional use request consisting of:

1. **Traffic:** The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized.

**Applicant’s Response: There will be no adverse impact on traffic. This sign will be easy to read and consistent with other signs in the area.**

2. **Environmental Nuisance:** The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district.

**Applicant’s Response: There will be not be any Environmental Nuisance that is different from other signs in the area.**

3. **Neighborhood Character:** The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized.

**Applicant’s Response: This proposed sign will fit harmoniously with the existing character of all the business around and possibly encourage other business in the area to upgrade and maintain their look and feel.**

4. **Use of Public Services and Facilities:** The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

**Applicant’s Response: The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of Allowed Uses in the district, nor generate disproportionate demand for new services or facilities, in such a way as to place undue burdens upon existing development in the area.**

5. **Public Necessity:** The proposed use at the particular location requested is necessary to provide a service or a facility, which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community.

**Applicant's Response:** The Village of Bensenville only benefit from the upgraded look of this facility. The overall site has been updated from top to bottom with a fresh new look and new equipment all the way down to new concrete.

6. **Other Factors:** The use is in harmony with any other elements of compatibility pertinent in the judgment of the commission to the conditional use in its proposed location.

**Applicant's Response:** When we took over the building the site was run down and in a state of disrepair. All the new equipment and imaging show our commitment to providing a clean, bright and well-maintained look of the new business.

Mr. Pozsgay reviewed the approval criteria for the proposed variance request consisting of:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

**Response:** With the conversion of this gas station from CITGO to Amoco, new plans were drawn up to meet brand standards and to incorporate signage relevant to the offerings of the new owners. In doing so to keep the sign in its current location and all elements visible to oncoming traffic required us to apply for a variance to go from 12' to 14'. Also, as part of the imaging of the canopy it is requested that we brand the sides of the canopy with the corporate logo.

2. **Hardship or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

**Response:** If we must reconfigure the sign, we would have to remove elements from it that are vital to our business operations. It is also possible that we may have to move the sign to another location on the property which would be extremely costly and less

**affective of a location. We will also lose the ability to meet brand standards of having logo's on the sides of the canopy.**

3. **Circumstances Relate to Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

**Response: The sole reason we are applying for the variance on the ID Sign is the height limitation allowed by the Village Ordinance. The reason we are applying for the variance on the sides of the canopy is to meet brand standards.**

4. **Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

**Response: There has not been any action taken on our part to proceed with ordering the sign as we know a variance is needed.**

5. **Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

**Response: There are other businesses in our area that have signs are taller than the 12' ordinance allows, and have signs on the non-street sides of the canopy.**

6. **Necessary for Use of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

**Response: If the variance is not granted, we will not be able to display all the logo's or products that pertain to our business.**

7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

**Response: We believe the signage will only enhance the area with a cleaner and more well-maintained signage.**

8. **Consistent with Title and Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

**Response: If the variance is granted it will in no way interfere with the General Development Plan adopted by the Village of Bensenville.**

9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

**Response: If the variance is approved, we will be able to proceed with our plans to obtain a permit and begin construction without incurring additional costs.**

Mr. Pozsgay stated Staff recommends the approval of the findings of fact as they appear above and therefor recommend approval of the request with the following conditions:

1. The Conditional Use Permit for Electronic Message Center sign be granted solely to Amoco and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of change in tenancy of this property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new proprietor without amendment to the Conditional Use Permit, or if the CDC deems that the new proprietor contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit.

2. The monument sign be developed in substantial compliance with the plans submitted Image FX. dated 01.25.18 and revised 03.23.18;
3. Applicant verifies that the monument sign will be set back 5 feet from the property line, according to code;
4. The electronic message center sign shall have all the appropriate controls for brightness, flashing, timer, etc so that modifications can be made as necessary. A six-month review of the sign by staff will determine if any changes are needed.
5. All other features of EMC shall conform to ordinance, particularly section 10-18-7C Sign Illumination.

There were no questions from the Commission.

Motion: Commissioner Rodriguez made a motion to close CDC Case No. 2018-09. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Marcotte, King, Rodriguez, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 6:49 p.m.

Motion: Commissioner Rodriguez made a combined motion to approve the Findings of Fact for CDC Case No. 2018-09 as presented by Staff and to approve the Conditional Use Request for an EMC sign. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Marcotte, King, Rodriguez, Wasowicz

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Rodriguez made a combined motion to approve the Findings of Fact for CDC Case No. 2018-09 as presented by Staff and to approve the variance for number of signs permitted. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Marcotte, King, Rodriguez, Wasowicz

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Rodriguez made a combined motion to approve the Findings of Fact for CDC Case No. 2018-09 as presented by Staff and to approve the variance for sign height. Chairman Rowe seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Marcotte, King, Rodriguez, Wasowicz

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Rodriguez made a combined motion to approve the Findings of Fact for CDC Case No. 2018-09 as presented by Staff and to approve the variance for wall signs permitted. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Marcotte, King, Rodriguez, Wasowicz

Nays: None

All were in favor. Motion carried.

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Ronald Rowe, Chairman  
Community Development Commission

101 W Irving Park  
Image FX Corp/Amoco  
Conditional Use Permit; Electronic Message Board Sign  
Variances; Signage

## Village of Bensenville

101 W Irving Park Rd



**TYPE:**Ordinance**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**06.26.18**DESCRIPTION:**

Ordinance Approving Variance (Fence in corner side yard) for Celia Fernandez, located at 202 South Mason Street

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**☐*Financially Sound Village**Quality Customer Oriented Services**Safe and Beautiful Village*☒*Enrich the lives of Residents**Major Business/Corporate Center**Vibrant Major Corridors***COMMITTEE ACTION:**

Committee of the Board. Voted to approve (6-0)

**DATE:**

06.19.18

**BACKGROUND:**

1. The Petitioner is seeking a Variance to put a 6-foot privacy fence in their corner side yard.
2. The family has a young child and dog and have concerns about safety.
3. There are similar fences seen along Wood Street.
4. The fence does not encroach past the "rear" of the home toward the true front yard.
5. The fence does not approach the vision clearance triangle area.
6. At one point, there was a smaller white picket fence in the area this 6 foot privacy fence is proposed.

**KEY ISSUES:**

1. Variance request for fence in corner side yard is a common request.
2. There are similar fences along Wood Street.
3. The applicant will install fence at least 5 feet from property line along Wood Street.

**ALTERNATIVES:**

Discretion of the Board.

**RECOMMENDATION:**

1. The staff respectfully recommends that the Variance be approved.
2. At the Public Hearing on June 5, 2018, the Community Development Commission voted unanimously (6-0) to recommend approval of the Requests with the conditions recommended by staff (attached). Motion passed.
3. On 06.19.18 the Committee of the Whole voted unanimously to approve the request.

**BUDGET IMPACT:**

n/a

**ACTION REQUIRED:**

Approval of an Ordinance granting Variance (Fence in corner side yard) for Celia Fernandez, located at 202 South Mason Street.

**ATTACHMENTS:****Description**

Ordinance

**Upload Date**

6/8/2018

**Type**

Ordinance



**ORDINANCE # \_\_\_\_\_**

**AN ORDINANCE APPROVING A VARIANCE TO ALLOW  
A FENCE IN THE CORNER SIDE YARD  
FOR THE PROPERTY LOCATED AT  
202 SOUTH MASON STREET, BENSENVILLE, ILLINOIS**

**WHEREAS**, Celia Fernandez (“Owner”) and (“Applicant”), filed an application for Variance, Fence in corner side yard, Municipal Code Section 10 – 14 – 11E – 1b of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”) for the property located at 202 S. Mason Street, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

**WHEREAS**, Notice of Public Hearing with respect to the variance sought by the Applicant was published in the Bensenville Independent on May 18, 2018 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

**WHEREAS**, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on June 5, 2018 as required by the statutes of the State of Illinois and the ordinances of the Village; and

**WHEREAS**, after hearing the application, the Community Development Commission agreed with the findings of fact submitted by Applicant, recommending approval of the variance and, thereafter, voted unanimously (6-0) to recommend approval of the variance, and forwarded its recommendations, including the Staff Report and findings relative to the variance to the Village Board Committee of the Whole, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

**WHEREAS**, on June 19, 2018 the Village Board Committee of the Whole then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees; and

**WHEREAS**, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested variance as recommended by the Community

Development Commission to allow an fence in the corner side yard is consistent with the Zoning Ordinance.

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

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

**SECTION TWO:** That the Subject Property is currently zoned under the Zoning Ordinance as RS – 5 High Density Single Family District, which zoning classification shall remain in effect subject to the variance approved herein.

**SECTION THREE:** That the Staff Report and Recommendation to approve the variance sought, as adopted by the Community Development Commission as shown in Exhibit “B” is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that the approval of said variance are proper and necessary.

**SECTION FOUR:** That the variance sought by the Applicant to allow a fence in the corner side yard on the Subject Property is hereby approved subject to the following condition:

1. The property be developed in substantial compliance with the plans submitted by Des Plaines, Fence Company. Inc. dated 05.07.18.

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

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

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, this \_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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

**Ordinance # \_\_\_\_\_ - 2018**

**Exhibit "A"**

**Legal Description**

The Legal Description is as follows:

LOT 40 IN W.F. FRANZEN'S SUBDIVISION 'C', OF THE WEST 380.00 FEET OF THE EAST 1,380.50 FEET OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF WOOD AVENUE, ACCORDING TO THE PLAT THEREOF RECORDED JULY 8, 1938 AS DOCUMENT NUMBER 391157, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 202 South Mason Street, Bensenville, IL 60106.

**Ordinance # \_\_\_\_ - 2018**  
**Exhibit “B”**  
**Findings of Fact**

Mr. Pozsgay reviewed the approval criteria for the proposed request consisting of:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

**Response: Due to living on corner property, there has been a rise in concern of safety due to having a toddler and pet dog. Having privacy fence would allow for peace of mind that my son will be safe especially during those high traffic times.**

2. **Hardship or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

**Response: For practical reasons of safety, it is my duty as a mother to request that the village of Bensenville allow me to fence our property to allow my son the freedom of free play without having concerns of having him run into the street or having unfamiliar pets put a potential threat to harming my toddler and pet dog.**

3. **Circumstances Relate to Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

**Response: By allowing fencing on my property, I will be providing safety to my family.**

4. **Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption

of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

**Response: While there has been no specific incident that has occurred that had resulted in negative result, there have been many restrictions placed on my toddler son to ensure his safety. These restrictions worked well while my son was younger, but while he ages and our family grows it has resulted in hardship to my family.**

5. **Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

**Response: As property owner, I feel I have the right to request permit to put up a fence for the safety of our toddler son. In certain instances we have noted that cars are driving about speed limit or are doing incomplete stops which have raised my concern for our safety. While I remain with my toddler son at all times, it is impossible to be holding his hand while he is trying to free play. Placing fence will allow him to enjoy his toddler play while giving me reinsurance he will be safe within our home.**

6. **Necessary for Use of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

**Response: This project is being requested solely for the safety of our family needs and not for any economic return.**

7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

**Response: Providing us the approval for variances, will not impair the environmental quality of our property. All codes will be followed as indicated to us.**

8. **Consistent with Title and Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

**Response: The granting of the variance will be in harmony with the general purpose the this ordinance and will not change any general development of the Village of Bensenville.**

9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

**Response: Having our property fenced is the minimum variance needed in order to keep my son and pets out of danger from crossing into main streets. By fencing our yard I will be allowed to have my son have freedom without having to be holding his hand at all times when playing. It also keeps our family safe from unfriendly animals that come across our yard.**

Mr. Pozsgay stated Staff recommends the approval of the findings of fact as they appear above and therefor recommend approval of the request with the following conditions:

1. The property be developed in substantial compliance with the plans submitted by Des Plaines, Fence Company. Inc. dated 05.07.18.

There were no questions from the Commission.

Motion: Commissioner Marcotte made a motion to close CDC Case No. 2018-11. Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Marcotte, King, Rodriguez, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 7:05 p.m.

Motion: Commissioner King made a combined motion to approve the Findings of Fact for CDC Case No. 2018-11 as presented by Staff and to approve the variance for a fence. Commissioner Rodriguez seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Marcotte, King, Rodriguez, Wasowicz

Nays: None

All were in favor. Motion carried.

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Ronald Rowe, Chairman  
Community Development Commission



## Village of Bensenville

202 S Mason

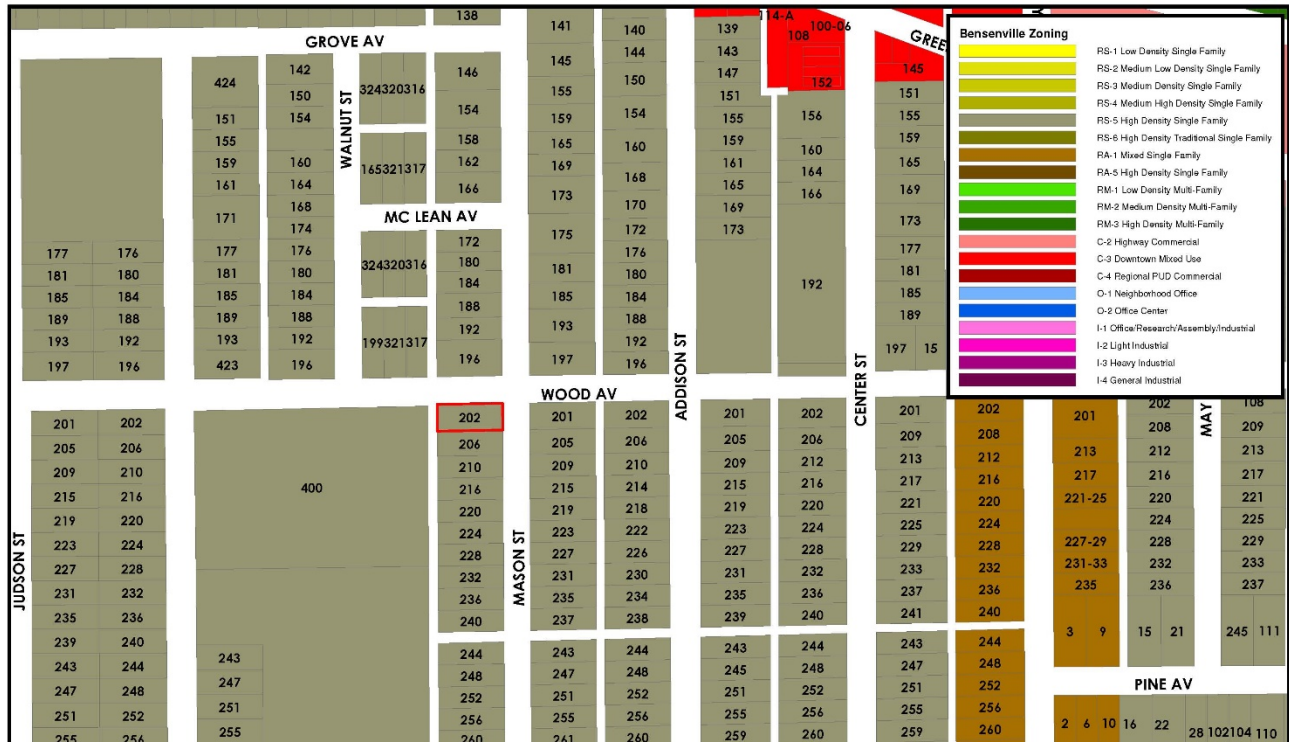


Date: 5/9/2018



## Village of Bensenville

Zoning Map



**TYPE:**Resolution**SUBMITTED BY:**Chief Frank Kosman**DEPARTMENT:**Police**DATE:**June 26, 2018**DESCRIPTION:**

Resolution to Pay the Annual Northeast DuPage Family and Youth Services (NEDFYS) Contribution of \$20,000

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

COW unanimously approved 6-0.

**DATE:**

June 19, 2018

**BACKGROUND:**

Northeast DuPage Family and Youth Services (NEDFYS) is a community based social service agency that provides 24-hour crisis intervention services, counseling, referrals, and training/technical assistance for the Police Department. The Village, through the Police Department, has been a member of this intergovernmental social service agency since 1976. The other current members are Addison and Itasca. By sharing the cost, the member municipalities are able to provide these beneficial services more efficiently.

**KEY ISSUES:**

The social service agency receives a state grant to administer the crisis intervention for runaway and "at risk" youths and to counsel the "at risk" adolescents with mental health issues between the ages of 11 and 17. In addition to crisis intervention for all ages, the social service agency provides individual, family and marital counseling services at no cost to those residing within the participating communities. This provides the opportunity for Bensenville families that may otherwise not have access to such services. The Department also uses the agency for station adjustment counseling and community service supervision for the juvenile offender diversion program. During 2017, the agency provided 606 client service hours of crisis intervention, consulting, and referrals for Bensenville residents.

**ALTERNATIVES:**

1. Approve a Resolution to Pay the Annual Contribution.
2. Discretion of the Board.

**RECOMMENDATION:**

The staff recommendation is for the approval of the Resolution.

**BUDGET IMPACT:**

The invoiced annual contribution is \$20,000. This amount is \$1,075 more than last year but within the amount approved in the FY2017 budget. The projected hourly cost for 606 service hours for last year based on the Village's contribution in 2017 is only \$33.00 per hour.

**ACTION REQUIRED:**

Approval of the Resolution Authorizing the Payment for the Annual Northeast DuPage Family and Youth Services Contribution for Fiscal Year 2018.

**ATTACHMENTS:****Description**

Resolution

**Upload Date**

6/19/2018

**Type**

Resolution Letter



Resolution No. R-

Authorizing the Payment for the Annual Northeast Du Page Family and Youth  
Services Contribution for Fiscal Year 2018

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

That the Village Manager is authorized to execute a purchase order for the  
contribution to the Northeast Du Page Family and Youth Services in the not to  
exceed amount of \$20,000.

PASSED AND APPROVED by the President and Board of Trustees of the  
Village of Bensenville, Illinois, this 26th day of June, 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone  
Village President

ATTEST

\_\_\_\_\_  
Nancy Quinn  
Village Clerk

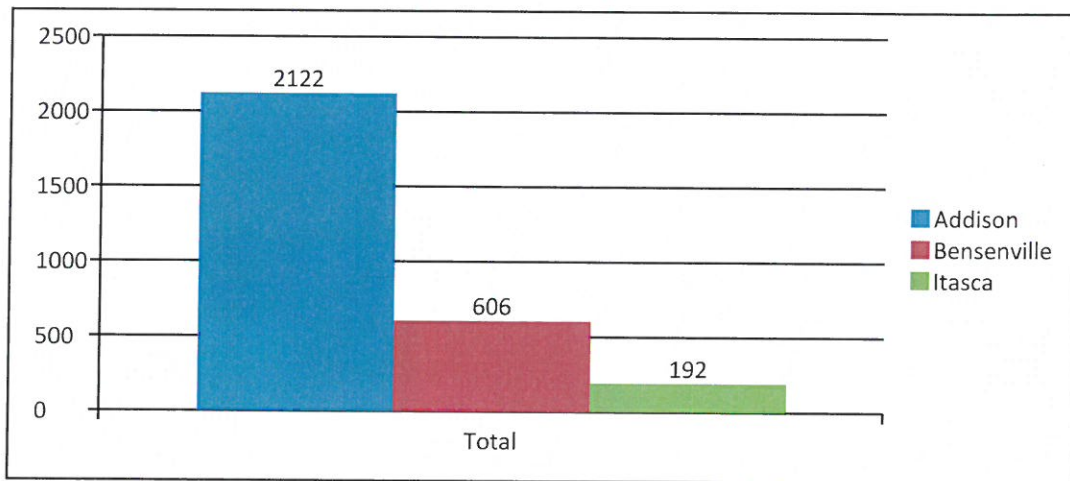
AYES: \_\_\_\_\_

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

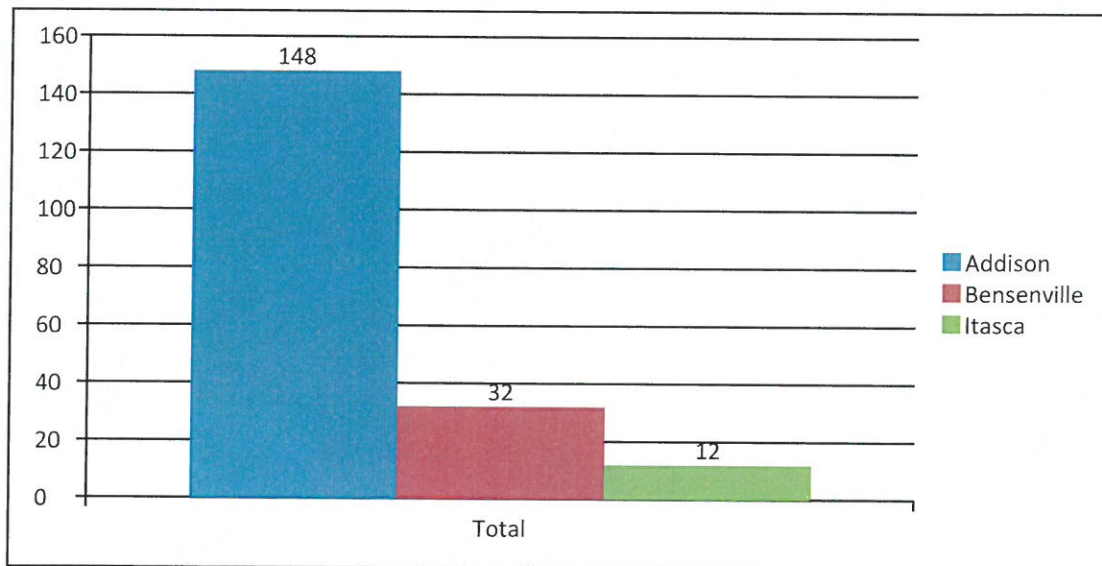
ABSENT: \_\_\_\_\_

**Police Department Service Report**  
**Calendar Year 2017**  
**NEDFYS Board of Directors Meeting**  
**January 16, 2018**

**Total Number of Client Service Hours**



**Total Number of Clients Served**

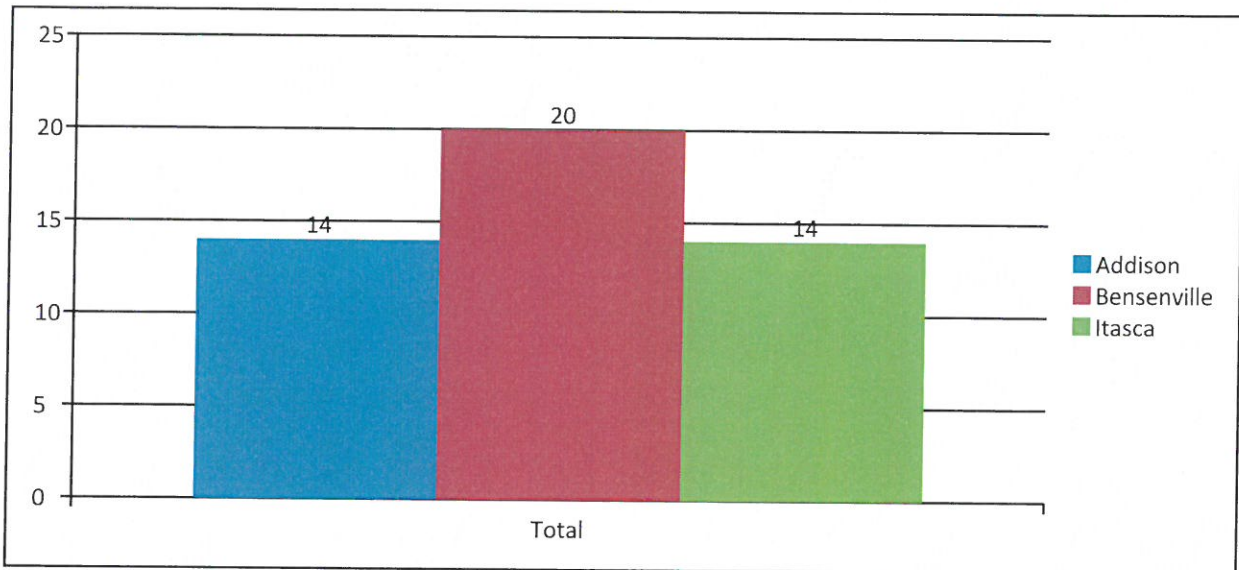


Addison: 21 adults

Bensenville: 6 adults

Itasca: 1 adult

**Average Hours of Service Per Client**

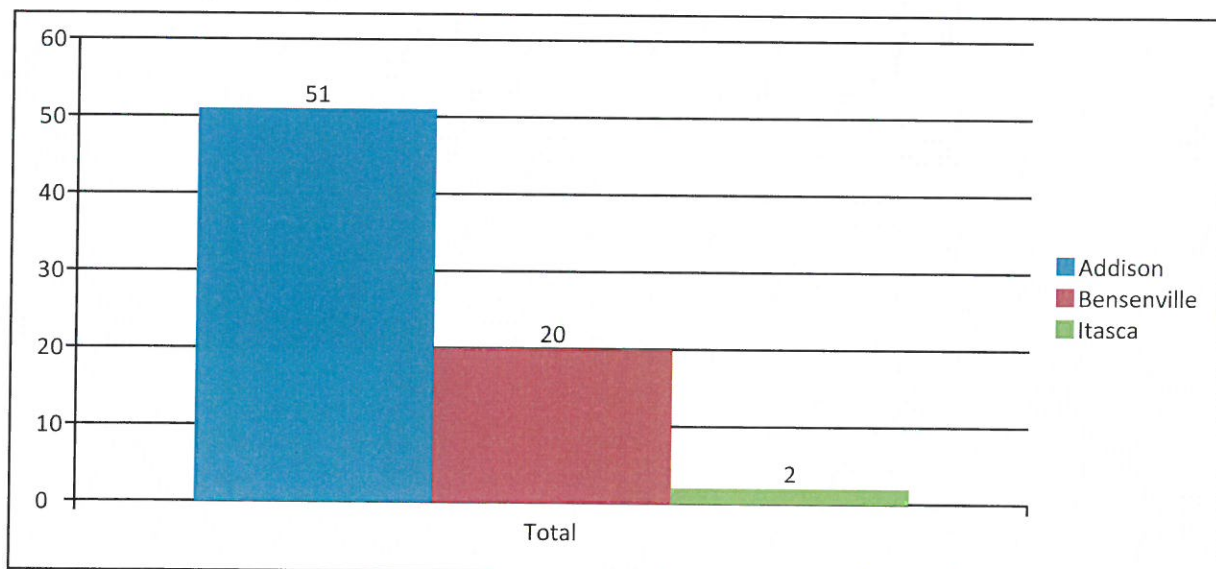


Addison High: 77 hours

Bensenville High: 122 hours

Itasca High: 50 hours

**Number of Call-Ins for Services and Referrals**



**TYPE:**Ordinance**SUBMITTED BY:**Chief Frank J. Kosman**DEPARTMENT:**Police**DATE:**June 26, 2018**DESCRIPTION:**

Ordinance Authorizing the Donation of Unclaimed Personal Property (Bicycles) Currently in the Custody of the Bensenville Police Department

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

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>

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

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

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

COW approved unanimously 6-0.

**DATE:**

June 19, 2018

**BACKGROUND:**

The Police Department is in possession of 21 bikes that have not been claimed by their owners during the statutory time period of 6 months from the time of their recovery or eligibility for release. The bikes have been stored in a fenced in area at 345 E. Green Street. In the past, the unclaimed bikes have been auctioned; however, the personnel costs for conducting an auction usually exceed the proceeds from the auction. Working Bikes, a state registered charitable organization, that recycles bikes and provides them to low income individuals here and abroad, will pick up the bikes and transport them to their shop at no cost to the Village.

**KEY ISSUES:**

The statute that covers the disposal of unclaimed property held by the police, 765 ILCS 1030/3, allows for the property to be donated to a state registered charitable organization. Working Bikes is such an organization.

**ALTERNATIVES:**

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

**RECOMMENDATION:**

Staff recommends the donation of the unclaimed bicycles as an efficient method of disposing of the property and provides a benefit to underprivileged individuals.

**BUDGET IMPACT:**

None

**ACTION REQUIRED:**

Board approval of the proposed Ordinance.

**ATTACHMENTS:****Description**

Ordinance

**Upload Date**

6/19/2018

**Type**

Resolution Letter

## ORDINANCE #

### AUTHORIZING THE DONATION OF UNCLAIMED PERSONAL PROPERTY IN THE CUSTODY OF THE VILLAGE OF BENSENVILLE TO WORKING BIKES

WHEREAS, in the opinion of at least a simple majority of the corporate authorities of the Village of Bensenville, it is no longer necessary or useful or for the best interests of the Village of Bensenville to retain possession of the personal property hereinafter described; and

WHEREAS, it has been determined by the President and Board of Trustees of the Village of Bensenville to donate said personal property to Working Bikes.

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

SECTION ONE: Pursuant to 765 ILCS 1030/3, the President and Board of Trustees of the Village of Bensenville find that the following described personal property:

Case number	Make	Model	Color	Serial Number
BV1500002	Next	Power Climber	Red	None
BV1500004	Genesis	Unknown	Gray	None
BV1500005	State Farm	Unknown	White	None
BV1500401	Avalon	Unknown	Black	None
BV1509744	Next Power	Unknown	Red	DWCE008750
BV15010398	Unknown	Unknown	Chrome	None
BV1510808	Huffy	Unknown	Blue	None
BV1511372	Unknown	Unknown	Red	None
BV1512007	Huffy	Unknown	Silver	HO961483
BV1512007	Roadmaster	Unknown	Red	SADJH45302
BV1512096	Huffy	Unknown	Green	SNHTC14A51480
BV1602601	Schwinn	SX2000	Red	SZ6314GA
BV1602774	Unknown	Unknown	Blue	None
BV1602991	Roadmaster	Unknown	Pink	SADJH45302
BV1603910	Pacifica	Unknown	Silver	SNFSD08KJ9056
BV1608064	Mongoose	Crush	Black	None
BV1609495	Unknown	Unknown	Blue	SNFSD10FG0682
BV1610167	Next	Unknown	Blue	None
BV17005372	Mongoose	Booster	Orange	None
BV1711091	Unknown	Unknown	Black	None

now possessed by the Village of Bensenville is no longer necessary or useful to the Village of Bensenville and the best interests of the Village of Bensenville will be served by its donation.

SECTION TWO: Pursuant to said 765 ILCS 1030/3, the Chief of Police is hereby authorized and directed to donate the aforementioned personal property now possessed by the Village of Bensenville to Working Bikes.

SECTION THREE: All ordinances in conflict herewith are repealed to the extent of said conflict. This ordinance shall be in full force and effect from and after its passage by simple majority vote of the corporate authorities and approval in the manner provided by law.

PASSED AND APPROVED BY THE President and Board of Trustees at the Village of Bensenville, this 26th day of June, 2018.

---

Frank DeSimone  
Village President

ATTEST:

---

Nancy Quinn  
Village Clerk

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

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

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

**TYPE:**Ordinance**SUBMITTED BY:**Chief Frank J. Kosman**DEPARTMENT:**Police**DATE:**June 26, 2018**DESCRIPTION:**

Ordinance Amending Title 5, Traffic and Motor Vehicles, Chapter 2, Stopping, Standing or Parking, Section 13, No Parking Zones, Subsection F, No Parking Anytime to Prohibit Parking on the East Side of Entry Drive from James Street to Williams Street

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

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>

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

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

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

-

**COMMITTEE ACTION:**

COW approved 6-0.

**DATE:**

June 19, 2018

**BACKGROUND:**

Currently, the Village Code does not prohibit parking on Entry Drive from James Street to William Street. A business owner has complained that because of an influx of new employees at a neighboring business, cars have been parked on both sides of the street at that location causing problems for trucks to proceed through and to park in the docks of the other companies on the block. The Fire District has reported problems for fire trucks to pass through the location which has caused them to have to make 3 point turns to turn around which could cause a delay in an emergency situation. Temporary no parking signs have been placed on the east side of the street on 6-6-18. The posting of the signs has resolved the issue as per the original complainant and there have been no complaints about the prohibition on parking as of 6-12-18. The east side was chosen as the fire hydrants are on the east side of the street.

**KEY ISSUES:**

When vehicles parked across from each other on Entry Drive, it prohibits or hinders vehicular traffic on the street especially for the trucks. In order to alleviate the issue, it is proposed that parking be prohibited on the east side of the street which is where the fire hydrants are located.

**ALTERNATIVES:**

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

**RECOMMENDATION:**

The staff recommendation is to approve the proposed amendment of the Ordinance.

**BUDGET IMPACT:**

None

**ACTION REQUIRED:**

Approval of the proposed amendment of the Ordinance.

**ATTACHMENTS:****Description****Upload Date****Type**

Ordinance Amendment	6/12/2018	Ordinance
Photo Facing North on Entry	6/12/2018	Exhibit
Photo Facing Southeast on William at Entry	6/12/2018	Exhibit
Map of Area	6/12/2018	Exhibit

**ORDINANCE #**

**AMENDING VILLAGE CODE  
TITLE 5, TRAFFIC AND MOTOR VEHICLES  
CHAPTER 2, STOPPING, STANDING OR PARKING  
SECTION 5-2-13, NO PARKING ZONES  
SUBSECTION F, NO PARKING AT ANY TIME**

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

SECTION ONE: Title 5, Chapter 2, Section 5-2-13.F of the Village Code is hereby amended in part by adding the following provision:

F. No parking at any time:

Entry Drive, east side, from James Street to William Street.

SECTION TWO: All ordinances in conflict herewith are repealed to the extent of said conflict. This ordinance is in full force and effect from and after passage and publication according to law.

PASSED AND APPROVED BY THE President and Board of Trustees at the Village of Bensenville, this 26th day of June, 2018.

Approved,

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

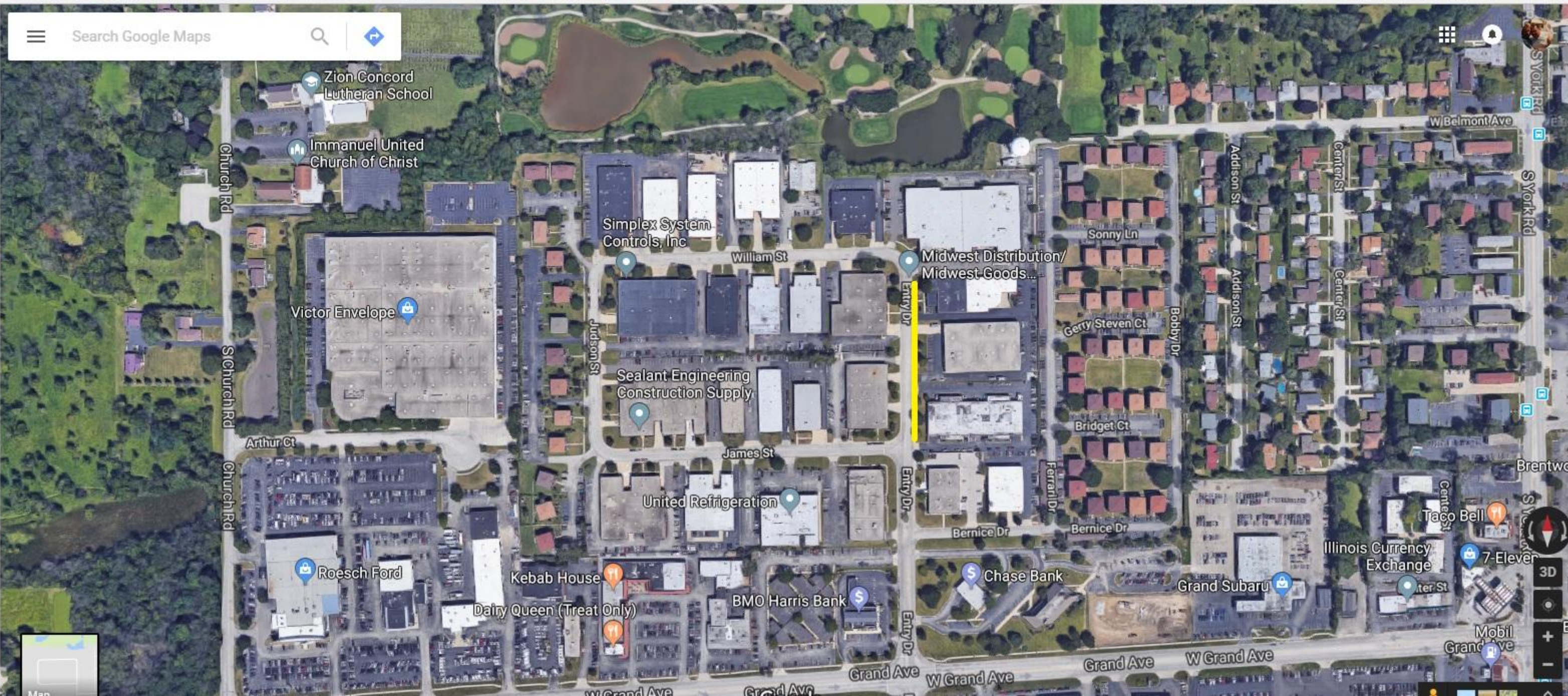
Absent: \_\_\_\_\_

Facing North on Entry Drive from James Street



Facing Southeast on William Street at Entry Drive





**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**June 26, 2018**DESCRIPTION:**

Resolution Authorizing the Execution of Change Order No. 2 (FINAL) with R.W. Dunteman Company for a Decrease of \$3,570.51 for the Downtown Streetscape Project – North Half for a Revised Contract Cost of \$2,119,295.49

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**☒*Financially Sound Village*☒*Enrich the lives of Residents**X**Quality Customer Oriented Services**Major Business/Corporate Center**X**Safe and Beautiful Village**X**Vibrant Major Corridors***COMMITTEE ACTION:**

Unanimously Approved 6-0

**DATE:**

June 19, 2018

**BACKGROUND:**

The Downtown Streetscape Project – North Half was substantially completed on December 5, 2017. The final completion occurred on May 2, 2018.

The Village Board authorized a construction contract award with R.W. Dunteman Company for Downtown Streetscape Project – North Half on May 24, 2017 in the amount of \$2,093,866.

Change Order No. 1 in the additional amount of \$29,000 was approved on December 12, 2017. The total contract amount with change order No. 1 was \$2,122,866.

The scope of original contract work included in Phase I consisted of improvements north of the railroad tracks (Addison Street and Center Street from Main to Roosevelt; Main Street from York to west of Addison and minor aesthetic improvements along York Rd from Roosevelt to Main). Addison Street/Center Street from Main to Roosevelt were reconstructed with a new Hot-Mix Asphalt pavement, stamped sidewalk, C&G, driveway aprons, watermain replacement on Addison Street along with new services, 30-inch storm sewer as identified in the master plan along Center Street, striping and landscape restoration. Main Street and York Road received aesthetic upgrades such as stamped sidewalk, benches, planter boxes, stamped cross walks, trash receptacles, bike racks, etc.

**KEY ISSUES:**

The project is now complete and the final contract value is \$2,119,295.49, which is \$3,570.51 below the overall approved contract value.

**ALTERNATIVES:**

Discretion of the Village Board

**RECOMMENDATION:**

At the June 19, 2018 Committee of the Whole meeting, the Committee unanimously recommended approval (6-0) of the Resolution.

**BUDGET IMPACT:**

Original contract award of \$2,093,866 was to be paid for by \$1,794,498.00 of CIP funds and \$299,368 of Utility funds. Based on work completed to date the total final value of the contract is at \$2,119,295.49 of which \$1,792,388.32 is CIP related and remainder of \$326,907.17 is utility related.

**ACTION REQUIRED:**

Approval of a Resolution Authorizing the Execution of Change Order No. 2 (FINAL) with R.W. Dunteman

Company for a Decrease of \$3,570.51 for the Downtown Streetscape Project – North Half for a Revised Contract Cost of \$2,119,295.49.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Resolution	6/11/2018	Resolution Letter
Location Map	6/6/2018	Backup Material
Final Balancing CO	6/6/2018	Backup Material

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

**AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 2 (FINAL) WITH  
R.W.DUNTEMAN COMPANY FOR A DECREASE OF \$3,570.51 FOR THE DOWNTOWN  
STREETSCAPE PROJECT – NORTH HALF FOR A REVISED CONTRACT COST OF  
\$2,119,295.49**

WHEREAS, the construction improvements have been completed on the Downtown Streetscape Project – North Half; and

WHEREAS, it has been determined that it would be beneficial to the Village to revise original contract quantities to match actual as-constructed amounts, to compensate the contractor for additional work performed as directed and approved by the project engineer and Village staff, and to receive credit for the items that weren't used on the project; and

WHEREAS, the original awarded contract amount was \$2,093,866.00 approved on May 24, 2017; and,

WHEREAS, Change Order No.1 in the increased amount of \$29,000.00 was approved on December 12, 2017; and

WHEREAS the revised total awarded contract value including Change Order No.1 was \$2,122,866.00; and

WHEREAS, the final cost of improvements is \$2,119,295.49, which is \$3,570.51 under the revised contract amount; and

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing a change order number two and final in the decrease amount of \$3,570.51 with R.W. Dunteman for the Downtown Streetscape Project – North Half for a revised contract amount of \$2,119,295.49.

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated June 26, 2018.

APPROVED:

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Frank DeSimone  
Village President

ATTEST:

---

Nancy Quinn  
Village Clerk

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

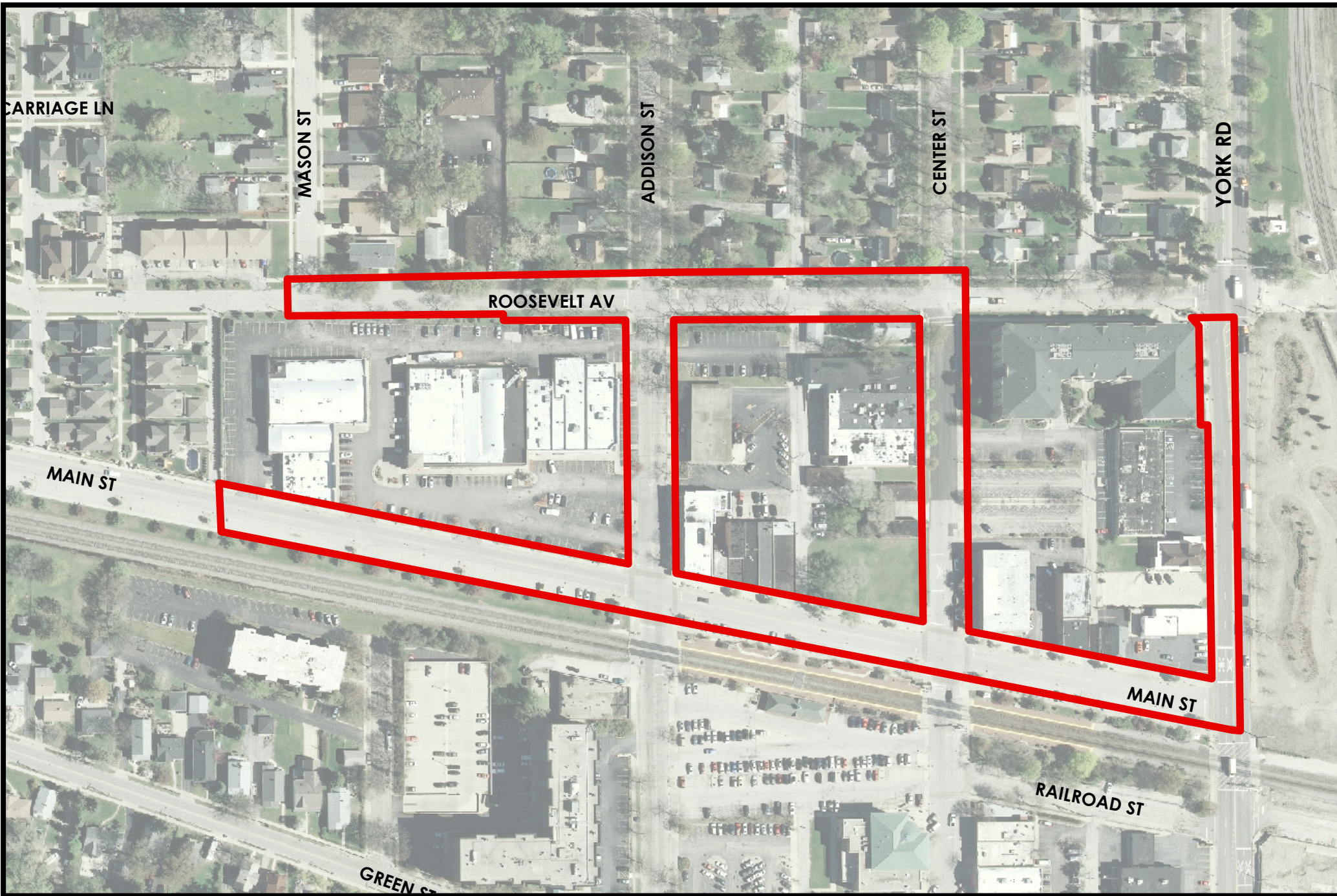
NAYS: \_\_\_\_\_

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



# Village of Bensenville

## Downtown Streetscape Phase I



**REQUEST FOR AUTHORIZATION OF CHANGES  
FINAL BALANCING CHANGE ORDER**



Project Name: Downtown Streetscape Project - North Half

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

Contractor: R.W. Duntzman Company  
600 S Lombard Rd  
Addison, IL 60101

Date: 5/25/2018

The following change from the Plans in the construction of the above designated project is recommended:

ITEM	DESCRIPTION	ADDITIONS	DEDUCTIONS
1	Contract quantity Adjustments -Railroad Flagger		\$1,288.47
2	Contract quantity Adjustments - Stamped Concrete	\$138.98	
FRC03	Watermain - Extra Work - Based	\$9,741.09	\$9,562.97
FRC04	Light Pole Adjustments	\$9,787.67	\$12,000.00

Amount of this Order:	-\$3,183.70
Amount of Previous Orders:	\$28,613.19
Original Contract Amount:	\$2,093,866.00
Original Contract Amount and Orders:	\$2,119,295.49

The work covered by this Order shall be performed under the same terms and conditions as that included in the Original Contract.

Requested by:	Dave Bugaj, Civiltech Engineering Inc	<i>Dave Bugaj</i>	6/1/18
Reviewed by:	Mehul Patel, P.E., Assistant Director of Public Works, VOB	<i>Mehul Patel</i>	6/1/18
Recommended by:	Joe Caracci, Director of Public Works, VOB	<i>Joe Caracci</i>	6/1/18
Approved by:	Evan Summers, Village Manager, VOB		
Accepted by:	R.W. Duntzman Company	<i>R.W. Duntzman</i>	6/1/18

**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**June 26, 2018**DESCRIPTION:**

Resolution Authorizing the Execution of Change Order No. 1 (FINAL) with Utility Dynamics, Inc for a Decrease of \$4,248.90 for the 2017 CDBG Annual Residential Streetlight Project for a Revised Contract Cost of \$183,992.10

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**☒*Financially Sound Village*☒*Enrich the lives of Residents**X**Quality Customer Oriented Services**Major Business/Corporate Center**X**Safe and Beautiful Village**Vibrant Major Corridors***COMMITTEE ACTION:**

Unanimously Approved 6-0

**DATE:**

June 19, 2018

**BACKGROUND:**

The 2017 CDBG Annual Residential Streetlight Project was substantially completed on April 17, 2018. The final completion occurred on May 19, 2018.

In an effort to increase the number of lights installed per year, the Village submitted an application for obtaining DuPage County Community Development Block Grant (CDBG) funds for the 2017 Annual Residential Streetlight Project. The CDBG program is generally a 75/25 split with a maximum cap of \$400,000 per project. The Village's 50% of the total project costs (or \$200,000) has been requested through the CDBG program. The CDBG Program is a reimbursable program in which the Village fronts the initial costs and is reimbursed by DuPage County. The Village applied for and received CDBG funding in the amount of \$199,135 for this project.

The Village purchased the streetlights directly from a supplier in the amount of \$85,799.61 to save the markup costs. The Village Board authorized a construction contract award with Utility Dynamics, Inc for 2017 CDBG Annual Residential Streetlight Project on Aug 22, 2017 in the amount of \$188,241.00. The scope of original contract work included installation of thirty-nine residential streetlights and related electrical apparatus.

**KEY ISSUES:**

The project is now complete and the final contract value is \$183,992.10, which is \$4,248.90 below the overall approved contract value. The final construction cost (including direct streetlight purchase) is \$269,791.71.

**ALTERNATIVES:**

Discretion of the Village Board

**RECOMMENDATION:**

At the June 19, 2018 Committee of the Whole meeting, the Committee unanimously recommended approval (6-0) of the Resolution.

**BUDGET IMPACT:**

In 2017, the Village has budgeted \$200,000 for the Annual Residential Streetlight Project. Village's portion of the project construction costs after the CDBG reimbursement is \$134,895.85. The Village also spent \$27,906 for design and \$19,951 for construction engineering services. With engineering, the Village spent \$182,752.85, which is \$17,247.15 below budgeted amount.

**ACTION REQUIRED:**

Approval of the Resolution Authorizing the Execution of Change Order No. 1 (FINAL) with Utility Dynamics, Inc for a Decrease of \$4,248.90 for the 2017 CDBG Annual Residential Streetlight Project for a Revised Contract Cost of \$183,992.10.



**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Resolution	6/11/2018	Resolution Letter
Location Map	6/6/2018	Backup Material
Final Balancing CO	6/6/2018	Backup Material

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

**AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 1 (FINAL) WITH  
UTILITY DYNAMICS, INC FOR A DECREASE OF \$4,248.90 FOR THE 2017 CDBG  
ANNUAL RESIDENTIAL STREETLIGHT PROJECT FOR A REVISED CONTRACT  
COST OF \$183,992.10**

WHEREAS, the construction improvements have been completed on the 2017 CDBG Annual Residential Streetlight Project; and

WHEREAS, it has been determined that it would be beneficial to the Village to revise original contract quantities to match actual as-constructed amounts, to compensate the contractor for additional work performed as directed and approved by the project engineer and Village staff, and to receive credit for the items that weren't used on the project; and

WHEREAS, the original awarded contract amount was \$188,241.00 approved on Aug 22, 2017; and,

WHEREAS, the final cost of improvements is \$183,992.10, which is \$4,248.90 under the awarded contract amount; and

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing a change order number one and final in the decrease amount of \$4,248.90 with Utility Dynamics, Inc for the 2017 CDBG Annual Residential Streetlight Project for a revised contract amount of \$183,992.10

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated June 26, 2018.

APPROVED:

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Frank DeSimone  
Village President

ATTEST:

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Nancy Quinn  
Village Clerk

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

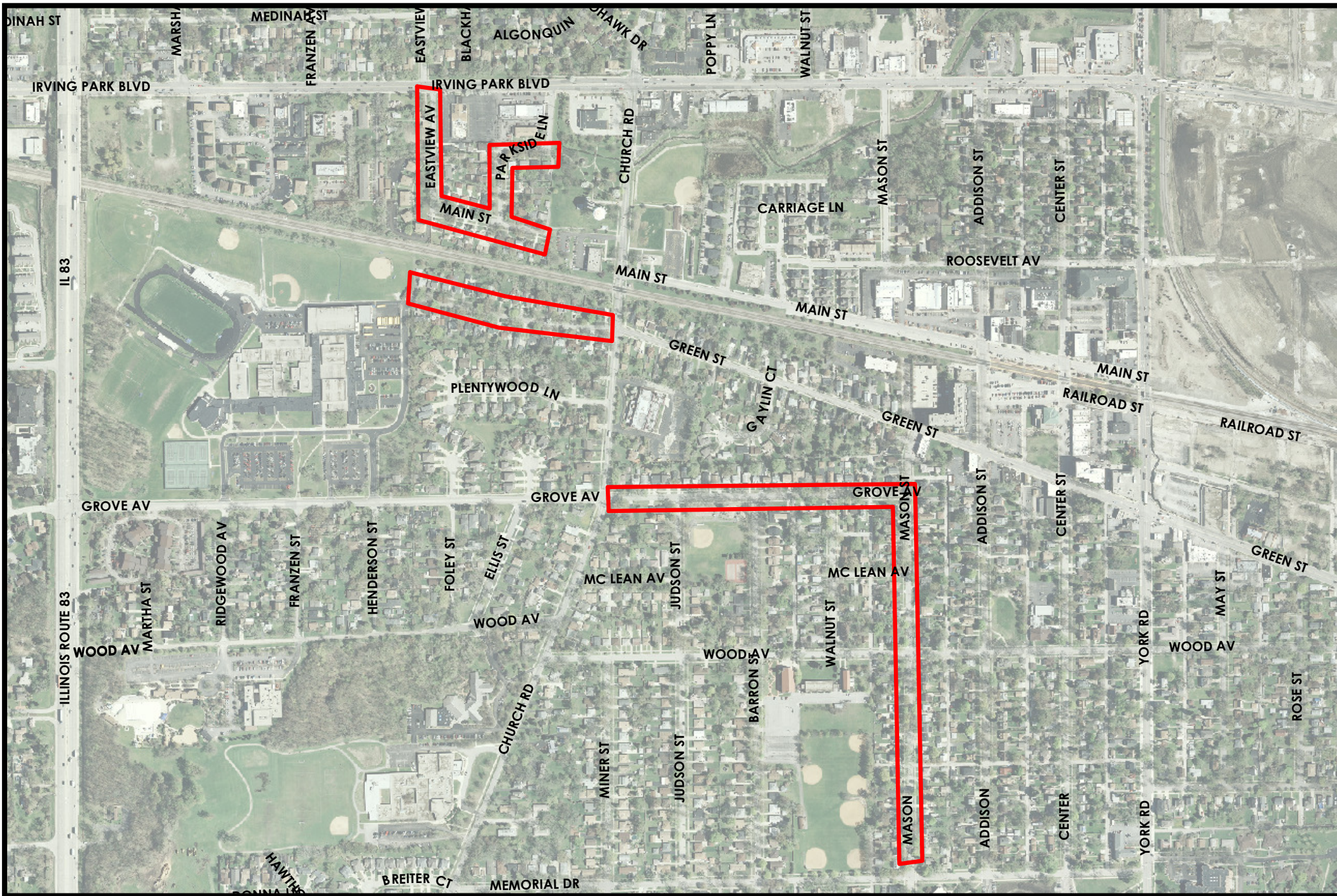
NAYS: \_\_\_\_\_

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



# Village of Bensenville

2017 Residential Street Light Program



**REQUEST FOR AUTHORIZATION OF CHANGES  
FINAL BALANCING CHANGE ORDER (CO #1)**



Project Name: 2017 Residential Street Lighting Project

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

Contractor: Utility Dynamics Corp  
23 Commerce Dr  
Oswego, IL 60543

Date: 5/25/2018

The following change from the Plans in the construction of the above designated project is recommended:

ITEM	DESCRIPTION	ADDITIONS	DEDUCTIONS
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL		\$3,000.00
2	CONTAMINATED WASTE DISPOSAL		\$3,000.00
3	TOPSOIL FURNISH AND PLACE, 4"	\$1,962.00	
4	SEEDING CLASS 1 (SPECIAL)	\$981.00	
5	PROTECTIVE COAT		\$242.00
6	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH		\$1,705.00
7	SIDEWALK REMOVAL		\$390.00
10	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	\$826.00	
11	UNDERGROUND CONDUIT, PVC, 3" DIA.		\$36.00
12	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.		\$782.00
13	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8		\$40.10
14	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	\$1,177.20	

Amount of this Order:	-\$4,248.90
Amount of Previous Orders:	\$0.00
Original Contract Amount:	\$188,241.00
Original Contract Amount and Orders:	\$183,992.10

The work covered by this Order shall be performed under the same terms and conditions as that included in the Original Contract.

Requested by:	Brad Hargett, James J Benes & Associates		5/25/18
Reviewed by:	Mehul Patel, P.E., Assistant Director of Public Works, VOB		
Recommended by:	Joe Caracci, Director of Public Works, VOB		
Approved by:	Evan Summers, Village Manager, VOB		
Accepted by:	Phil Whalen, Utility Dynamics Corp,		4/5/18

**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**June 26, 2018**DESCRIPTION:**

Resolution Authorizing the Final Village Participation Costs for the Construction of Elgin O'Hare Western Access Contract I-15-4644 (E02-2R) in the Not-to-Exceed Amount of \$344,764.90

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

Unanimously Approved 6-0

**DATE:**

June 19, 2018

**BACKGROUND:**

On November 22, 2016, the Village Board approved Resolution R-143-2016 entering into an Intergovernmental Agreement (IGA) with the Illinois State Toll Highway Authority (ISTHA) for I-15-4644. The general project limits were along IL-83 between Bryn Mawr Avenue and Mark Street as well as Thorndale Avenue from Lively Boulevard to Supreme Drive. The project scope included utility relocations, construction of pavement along IL-83, the I-390 Bridge over IL-83, construction of the South Frontage Road, shared use path, sidewalk improvements and other miscellaneous work items. The Village requested construction of shared-use path along IL-83 as well as the aesthetic bridge improvements over IL-83 as part of this project. Per the IGA, the Village is responsible for the requested improvements.

**KEY ISSUES:**

Per the IGA, the estimated costs of the Village requested improvements was \$348,105.63. The project was completed in 2017. The final costs of the Village requested improvements is \$344,764.90. The ISTHA is crediting the Village \$7,990.00 for a future conveyance of permanent easements for Parcels EO-1B-930.P2 and EO-1B-930.P3. An IGA for this conveyance is currently under attorney review. An IGA for this conveyance is currently under attorney review. With the credit, the final Village invoice will be in the amount of \$336,774.90. The staff is in agreement with the final costs.

It should be noted that as part of this project the Village also received the following major items at no costs from the ISTHA. These utilities were in conflict with the proposed ISTHA improvements and had to be relocated. This project happened at a good time for the Village since a lot of these utilities were about to reach its expected life cycle. The construction of the some additional utilities also fills in the gaps we previously had in the utility system. The total cost of these improvements is calculated to be \$730,000.

- 1) 2,500 LF of 12" Ductile Iron Watermain

**ALTERNATIVES:**

Discretion of the Village Board

**RECOMMENDATION:**

At the June 19, 2018 Committee of the Whole meeting, the Committee unanimously recommended approval (6-0) of the Resolution.

**BUDGET IMPACT:**

The Village has previously received monies from the sale of its ROW along Thomas Drive from the ISTHA, which will be applied to cover the costs of these Village requested improvements. ISTHA is crediting the Village \$7,990.00 for a future conveyance of permanent easements for Parcels EO-1B-930.P2 and EO-1B-930.P3.

**ACTION REQUIRED:**

Approval of a Resolution authorizing the final Village participation costs for the construction of Elgin O'Hare Western Access Contract I-15-4644 (E02-2R) in the amount of \$344,764.90.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Resolution	6/11/2018	Resolution Letter
Location Map	6/6/2018	Backup Material
Final Cost Participation	6/6/2018	Backup Material

**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING THE FINAL VILLAGE PARTICIPATION  
COSTS FOR THE CONSTRUCTION OF THE ELGIN O'HARE WESTERN  
ACCESS CONTRACT I-15-4644 (E02-2R) IN THE AMOUNT OF \$344,764.90**

WHEREAS on November 22, 2016, the Village Board approved resolution R-143-2016 entering into an Intergovernmental Agreement (IGA) with the Illinois State Toll Highway Authority (ISTHA) for I-15-4644, and

WHEREAS per the IGA the Village was responsible for the costs related to the improvements requested by the Village, and

WHEREAS these improvements included the construction of shared use path along the South Frontage Rd between Supreme Dr and IL-83 as well as aesthetic improvements to the I-390 bridge over IL-83, and

WHEREAS the costs of the aforementioned improvements was estimated at \$348,105.63; and

WHEREAS the ISTHA completed these improvements in 2017; and

WHEREAS the Village has recently received the final costs regarding this project; and

WHEREAS the final Village costs for this project is \$344,764.90; and

WHEREAS the ISTHA is applying credits in the amount of \$7,990.00 for future permanent land conveyance easements the invoice; and

WHEREAS the final invoice amount after the applied credit is \$336,774.90; and

WHEREAS staff is in agreement with the final costs as provided by the ISTHA for the Village requested improvements; and

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing the final Village participation costs for the construction of Elgin O'Hare Western Access Contract I-15-4644 (E02-2R) in the amount of \$344,764.90.

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated June 26, 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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





May 15, 2018

President Frank DeSimone  
Village of Bensenville  
12 S. Center Street  
Village of Bensenville, IL 60106

Attention: Joseph Caracci  
Director of Public Works

**Re: Illinois Tollway Construction Contract I-14-4644  
Illinois Route 390 – Lively Boulevard to Illinois Route 83  
Elgin O'Hare Western Access (EOWA) – Final Village Cost Participation Transmittal**

Dear Mr. Caracci:

The Illinois Tollway (Tollway) has completed work associated with the above referenced contract, which includes work requested by the Village of Bensenville (Village). An Intergovernmental Agreement (IGA) between the Village, Tollway, Illinois Department of Transportation (IDOT), City of Wood Dale and County of DuPage for Tollway Contract I-14-4644 was executed October 17, 2017.

The Village's requested elements include the following:

1. A shared use path along the west side of Illinois Route 83 from Mark Street to South Thorndale Avenue, along the east side of Illinois Route 83 from the South Thorndale Avenue to Bryn Mawr Avenue, and along the South Thorndale Avenue from Illinois Route 83 to Supreme Drive.
2. Special form liner signage ("Village of Bensenville") on the north parapet wall of the westbound Illinois Route 83 bridge and on the south parapet wall of the eastbound Illinois Route 83 bridge.
3. Black coated access control fencing on the east and west sides of the Illinois Route 83 bridges.
4. Special handrail along the shared use path over the Illinois Route 83 culvert.
5. Ashlar formliner and staining on the eastbound and westbound Illinois Route 83 bridges.

The preliminary engineering of the architectural treatments on the Illinois Route 83 bridges (ashlar formliner and stain) was performed by the Village. The treatments also included modifications to the special formliner signage. Design engineering (5% of construction costs) does not apply to these treatments; however, the contractor charged a lump sum for engineering to account for miscellaneous charges associated with the custom rock formliner including charges for set-up, mock-up, and revisions. The cost for the architectural treatments were approved by the Village via email on July 11, 2017.

Based upon final measurements and actual costs, the cost for Village requested work is \$299,698.90 for construction, \$13,266.11 (5% of construction costs) for preliminary and design engineering, \$29,969.89 (10% of construction costs) for construction engineering, and \$1,830.00 lump sum engineering fee for architectural treatments, for a total cost of \$344,764.90. The total cost is \$3,340.90 less than the estimate in the IGA.

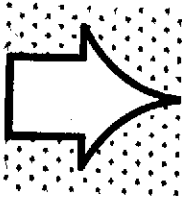
As part of the above reference IGA, the Illinois Tollway acquired Parcels EO-1B-12-928 and EO-1B-930 from the Village as part of Tollway Construction Contract I-14-4644. While the IGA states that the total appraised value (\$597,000) of the parcels would be used to offset the Village improvements, the full appraised value was paid directly to the Village by the Tollway in November 2015. The Tollway then sent a letter to the Village on January 22, 2018 requesting additional Village owned right of way (Parcels EO-1B-930.P2 and EO-1B-930.P3), valued at \$7,990.00, be transferred as permanent easement to the Tollway. This amount will be credited to the Village requested work as part of Contract I-14-4644, resulting in the total amount owed by the Village to the Tollway of \$336,774.90.

The following documents are being provided or are available upon request as noted for your information and use as supporting information for the cost participation:

1. Contract I-14-4664 Plan and Final Cost Participation Summary.
2. Executed IGA between the Tollway, IDOT, DuPage County, Wood Dale and the Village for Contract I-14-4664, executed October 17, 2017.
3. Original Plan Quantities and Final Quantity Backup Documentation (not attached; available upon request)
  - a. Contract I-14-4644 Plan Backup Documentation, provided by Design Section Engineer (DSE) PCS Joint Venture.
  - b. Contract I-14-4644 Final Quantity Backup Documentation, provided by Construction Manager (CM) Clark Dietz, Inc.

Please review and provide any comments that you may have by May 31, 2018. If you have any questions or need further information, please contact the Tollway's Project Manager, Manar Nashif, at (630)241-6800 ext. 3841 or via email at [mnashif@getipass.com](mailto:mnashif@getipass.com).

Sincerely,



Paul D. Kovacs, P.E.  
Chief Engineering Officer

PDK/mon

Enclosure: Contract I-14-4644 Cost Participation Summary Sheet and Final IGA

cc: Rocco Zuccherro, Manar Nashif, Hope Garrett, Scott Marquardt – HR Green,

03. 4644.05.04

LT\_Tollway\_PDK\_4644-FinalCostParticipation-Bensenville\_05152018



Elgin O'Hare Western Access: Contract I-14-4644 - IL 390 from Lively Boulevard to IL 83  
IGA Executed Agreement with  
Tollway, Bensenville, Wood Dale and DuPage County

Estimated Design Costs *	\$13,976	Estimated Construction Costs	\$303,754
Final Design Costs	\$13,266	Final Construction Costs	\$299,699
Estimated Const Engr Costs **	\$30,378	Original Total Estimate	\$344,103
Final Const Engr Costs	\$29,970	Final Total Costs	\$344,765

\* Design Engineering Costs are calculated at 5% of Actual Construction Costs  
\*\* Construction Engineering Costs are calculated at 10% of Actual Construction Costs

PAY ITEM (Construction)	DESCRIPTION	UNIT	ORIGINAL VILLAGE PLAN QUANTITY	FINAL ACTUAL VILLAGE QUANTITY	TOLLWAY STANDARD UNIT PRICE	BID UNIT PRICE	VILLAGE RESPONSIBLE UNIT PRICE	ORIGINAL PLAN VILLAGE COST PARTICIPATION	FINAL VILLAGE COST PARTICIPATION
Shared use path along west side of IL 83, South Frontage Road to Mark Street; along east side of IL 83, Bryn Mawr to South Frontage Road; and along south side of South Frontage Road IL 83 to Supreme									
35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	548	470.2	na	\$ 15.00	\$ 15.00	\$ 8,220.00	\$ 7,053.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5"	SQ FT	5,176	4231.4	na	\$ 5.50	\$ 5.50	\$ 28,468.00	\$ 23,272.70
40603355	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", NS0	TON	427	386.1	na	\$ 145.00	\$ 145.00	\$ 61,915.00	\$ 55,984.50
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, NS0	TON	653	643.5	na	\$ 108.00	\$ 108.00	\$ 70,524.00	\$ 69,498.00
35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	4,681	4596.7	na	\$ 12.00	\$ 12.00	\$ 56,172.00	\$ 55,160.40
42400800	DETECTABLE WARNINGS	SQ FT	680	686.1	na	\$ 35.00	\$ 35.00	\$ 23,800.00	\$ 24,013.50
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	70.4	70.4	na	\$ 5.50	\$ 5.50	\$ 387.20	\$ 387.20
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	102	101	na	\$ 0.82	\$ 0.82	\$ 83.64	\$ 82.82
Total								\$ 249,569.84	\$ 235,452.12
Black Fence on IL 83 Bridge									
X6640535	CHAIN LINK FENCE, 6' ATTACHED TO STRUCTURE	FOOT	546	543.5	\$ 29.00	\$ 59.23	\$ 30.23	\$ 16,505.58	\$ 16,430.01
Total								\$ 16,505.58	\$ 16,430.01
Special Formliner Signage (IL 83)									
J1599021	FORM LINER TEXTURED SURFACE, NORTH SIDE OF BRIDGE	EACH	1	1	na	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
J1599022	FORM LINER TEXTURED SURFACE, SOUTH SIDE OF BRIDGE	EACH	1	1	na	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Total								\$ 12,000.00	\$ 12,000.00
Hand Rail over Culvert at IL 83									
X5091765	PIPE HANDRAIL, SPECIAL	FOOT	48	48	\$ 170.00	\$ 200.00	\$ 30.00	\$ 1,440.00	\$ 1,440.00
Total								\$ 1,440.00	\$ 1,440.00
IL 83 Parapet Upgrades*									
50300285	FORM LINER TEXTURED SURF (revision)	LUMP SUM	1	1	na	\$ 2,612.00	\$ 14,784.00	\$ 2,612.00	\$ 14,784.00
J1599021 & J1599022	FORM LNR TEXTRO SURF LOC 1 & LOC 2	LUMP SUM	1	1	na	\$ 3,465.00	\$ 3,465.00	\$ 3,465.00	\$ 3,465.00
X5030290	STAINING CONCRETE STRUCTURES	SF	8,072	7167.9	na	\$ 2.25	\$ 2.25	\$ 18,162.00	\$ 16,127.78
Total								\$ 24,239.00	\$ 34,376.78
SubTotal								\$ 303,754.42	\$ 299,698.90

\*Design engineering part of separate contract for formliner revisions and staining

Construction Subtotal	\$	303,754.42	\$	299,698.90
Design Engr Subtotal (5% of Constr)	\$	13,975.77	\$	13,266.11
Constr Engr Subtotal (10% of Constr)	\$	30,375.44	\$	29,969.89
Engineering Lump Sum (Formliner Revisions)	\$	-	\$	1,830.00
Total Village of Bensenville Requested Work Cost Responsibility	\$	348,105.63	\$	344,764.90
Village Credit for Parcels EO-1B-930.P2 and EO-1B-930.P3			\$	7,990.00
Total Village of Bensenville Cost Responsibility			\$	336,774.90

**TYPE:**Ordinance**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**06.26.18**DESCRIPTION:**

An Ordinance Approving an Amendment to Preliminary Planned Unit Development and Final Planned Unit Development for Valinvest Holding, LLC, located at 720 East Green Street

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**☐*Financially Sound Village**Quality Customer Oriented Services**Safe and Beautiful Village*☐*Enrich the lives of Residents*

X

*Major Business/Corporate Center*

X

*Vibrant Major Corridors***COMMITTEE ACTION:**

Committee of the Whole. Voted (6 - 0) to approve.

**DATE:**

06.19.18

**BACKGROUND:**

1. The applicant was previously approved for a Conditional Use and preliminary PUD, Ordinance No. 50-2014.
2. The Community Development Commission approved the Amendment and Final PUD on 03.06.18.
3. Village Board Committee of the Whole considered the application on 03.20.18 and remanded it back to the CDC to discuss a) updated traffic study, b) landscaping, and c) security.
4. After reviewing the newly submitted information, CDC again approved the application with additional conditions of approval.
5. A development schedule should be submitted to staff for approval within 30 days of Village Board Approval.

**KEY ISSUES:**

1. The applicant, Valinvest Holding, LLC is requesting a Planned Unit Development (PUD) to operate a truck and passenger car fueling station, truck stop, truck wash and truck parking within an 8-acre site located at 720 E. Green Street.
2. The property in question is currently vacant and is located within the I-3 Heavy Industrial Zoning District.
3. The proposed plan has 95 tractor trailer parking stalls, 20 tractor stalls, and 25 car stalls identified as well as 7 truck fueling positions, 12 passenger fueling positions, an approximately 3,300 SQFT truck wash, and an approximately 9,120 SQFT convenience building.
4. The convenience building includes a retail store, fast food restaurant, trucker's lounge, showers, laundry, and video gaming.
5. A truck wash and a scale are also proposed.
6. The southern portion of the property includes a single turn-turn around area for any trucks on site. Detention is depicted on the southernmost portion.

**ALTERNATIVES:**

Discretion of the Board.

**RECOMMENDATION:**

1. The staff respectfully recommends that the Amendment to Preliminary Planned Unit Development and Final Planned Unit Development be approved.
2. At the Public Hearing on June 5, 2018, the Community Development Commission voted unanimously (6-0) to recommend approval of the Requests with the conditions recommended by staff (attached). Motion passed.
3. The staff additionally now recommends an additional condition (Section Five iii) "A development schedule should be submitted to staff for approval within 30 days of Village Board Approval".

4. at the 06.19.18 meeting, the Committee of the Whole voted unanimously (6 - 0) to approve the Planned Unit Development.

**BUDGET IMPACT:**

N/A

**ACTION REQUIRED:**

Approval of an Ordinance granting an Amendment to Preliminary Planned Unit Development and Final Planned Unit Development for Valinvest Holding, LLC, located at 720 East Green Street.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Ordinance	6/11/2018	Ordinance
Aerial & Zoning Maps	2/28/2018	Backup Material

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

**AN ORDINANCE GRANTING APPROVAL OF A PLANNED UNIT DEVELOPMENT  
TO CONSTRUCT A TRUCK STOP, MOTOR VEHICLE FUELING STATION, AND  
OUTDOOR STORAGE FOR THE PROPERTY COMMONLY KNOWN AS  
720 EAST GREEN STREET, BENSENVILLE, ILLINOIS**

**WHEREAS**, the Village of Bensenville, DuPage and Cook Counties, Illinois (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the Illinois Municipal Code, as from time to time supplemented and amended; and

**WHEREAS**, the President and the Board of Trustees of the Village of Bensenville (the “*Corporate Authorities*”) have heretofore exercised the power conferred on them pursuant to Chapter 11-13-1, *et seq.*, of the Illinois Municipal Code by adopting the Village of Bensenville Zoning Ordinance (Ord. 07-99), as amended from time to time (the “*Zoning Ordinance*”); and

**WHEREAS**, Valinvest Holding LLC, (“Applicant” and/or “Developer”) filed an application (CDC Case #2016-16) for a planned unit development, pursuant to Chapter 10 of the Zoning Ordinance, to allow for the construction a truck stop, truck wash, motor vehicle fueling station and outdoor storage on the property commonly known as 720 E. Green Street, Bensenville, Illinois and as legally described on Exhibit A, attached hereto and incorporated herein (the “Property”), which is located within the I – 3 Heavy Industrial District, and a copy of said application being contained on file in the Community and Economic Development Department (the “*Application*”); and

**WHEREAS**, the Applicant has requested deviations from the Zoning Ordinance in order to permit the construction of the planned unit development set forth in the Application (the “*Code Deviations*”), specifically:

- i. Deviation from Section 10 – 9C – 3, Conditional Use Permit to allow a Truck Stop;  
and
- ii. Deviation from Section 10 – 9C – 3, Conditional Use Permits to allow Fleet Fueler Facility/Service Stations; and
- iii. Deviation from Section 10 – 9C – 3; Conditional Use Permits to allow Truck Wash;  
and

- iv. Deviation from Section 10 – 9C – 3 and 10 – 18 – 6 – 1; Conditional Use Permits to allow Electronic Message Centers; and
- v. Deviation from Section 10 – 9C – 3; Conditional Use Permit to allow Outdoor Storage exceeding 25%; and
- vi. Deviation from Section 10 – 18 – 12; An increase in the number of freestanding signs, allowable sign area and sign height, and An increase in allowable number of wall and canopy signs; and
- vii. Deviation from Section 10 – 11 – 11; A reduction in the number of stacking spaces for both trucks and cars; and
- viii. Deviation from Section 10 – 9C – 3; To allow overnight parking of semi-trailers and To allow outdoor storage in excess of 50%; and
- ix. Deviation from Section 10 – 12 – 2; To reduce required foundation landscape strip; and
- x. Deviation from Section 10 – 12 – 2 and 10 – 14 – 11; To alter screening requirements.

**WHEREAS**, Notice of Public Hearing (the “*Notice*”) with respect to the Application and code deviation sought by the Applicant was published in the Bensenville Independent on February 15, 2018 by the Village, and notice was also given via posting of a Public Hearing Sign on the Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

**WHEREAS**, pursuant to the Notice, the Community Development Commission of the Village of Bensenville (the “*CDC*”) conducted a public hearing in relation to the Application on March 6, 2018, and again on June 5, 2018, as required by the statutes of the State of Illinois and the ordinances of the Village (the “*Public Hearing*”); and

**WHEREAS**, at the conclusion of the Public Hearing, the CDC approved the findings of fact submitted by Village Staff recommending approval of the Application with the Code Deviations by 6-0 vote and, thereafter, to recommend approval of the request for the planned unit development set forth in the Application and, notwithstanding the foregoing, the CDC forwarded to the Committee of the Whole the Staff Reports, the minutes of the Public Hearings, the plans

submitted as part of the Application and all other documents and testimony made part of the record at the Public Hearings (collectively, the “*Record*”); and

**WHEREAS**, the Committee of the Whole thereafter forwarded its recommendation and the Record to the Corporate Authorities whereby it was recommended, based upon a review of the Record, that the planned unit development be approved with the Code Deviations at the Property, all as set forth in the Preliminary Plans (defined below) (hereafter, the “*Planned Unit Development*”); and

**WHEREAS**, the Corporate Authorities have reviewed the matter herein and have determined that approval of the Planned Unit Development, as set forth below in the Preliminary Plans (as defined below) and as recommended by the Committee of the Whole, is consistent with the Zoning Ordinance.

**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:** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**SECTION TWO:** That the Property is currently zoned under the Zoning Ordinance as I – 3 Heavy Industrial District, which zoning classification shall remain in effect subject to the Planned Unit Development granted herein.

**SECTION THREE:** That the Staff Report and Recommendation, attached hereto as Exhibit B, to approve the Application, as permitted by the Zoning Ordinance, is hereby adopted by the Corporate Authorities, and the Corporate Authorities finding that said Planned Unit Development is proper and necessary.

**SECTION FOUR:** That the Planned Unit Development to construct truck stop, motor vehicle fueling station and outdoor storage with the Code Deviations at the Property is hereby granted, provided that the Planned Unit Development is constructed in substantial conformance with the following plans and specifications relating to the development of the Planned Unit Development, except as may be amended pursuant to Section Five of this Ordinance (collectively, the “*Preliminary Plans*”):

- i. Proposed Site Plan: prepared by A Design Group LLC, with a last revision date of 03/08/2016 (the “*Site Plan*”);
- ii. Final Engineering Plans: prepared by Mackie Consultants LLC, with an issue date of 04/08/2016 (the “*Engineering Plan*”);

The Preliminary Plans are attached hereto and made a part hereof as Exhibit C.

**SECTION FIVE:** That the Planned Unit Development granted herein is further subject to the following conditions and restrictions:

- i. The Conditional Use Permit for Outdoor Storage be granted solely to Valinvest Holding, LLC/Amerifreight and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of change in tenancy of this property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new proprietor without amendment to the Conditional Use Permit, or if the CDC deems that the new proprietor contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit;
- ii. Final plans must be submitted within 12 months of approval;
- iii. A development schedule should be submitted to staff for approval within 30 days of Village Board Approval;
- iv. Final signage plans should be submitted and approved by staff to not include the 40 foot High Rise Sign and to correct the canopy signage;
- v. Final Site Plan should be submitted and approved by staff that shows a solution for the turning movement into the truck scale;
- vi. Gambling or gaming machines shall not be allowed;
- vii. Final architectural plans should be submitted and approved by staff;
- viii. Final landscaping should be submitted and approved by staff;
- ix. Overhead utility lines along Green Street shall be buried.
- x. AmeriFreight must sign up for Bensenville Police’s SECUREWATCH.

**SECTION SIX:** No building permits shall be issued for the construction of the development contemplated herein until the Developer has received approval from the Village of final engineering, final plat of subdivision and final landscape plan for the Planned Unit Development, as well as each revised Preliminary Plan, if any, which is not in substantial conformance with the Preliminary Plans as approved herein (the “*Final Plans*”). All Final Plans submitted by Developer which are in substantial conformance with the Preliminary Plans shall require review and approval solely by the Corporate Authorities without further hearing. In the event a Final Plan as submitted by Developer is not in substantial conformance with the Preliminary Plans, such non-conforming plan shall either (i) be updated by Developer to be brought into substantial conformance with the Preliminary Plan prior to being resubmitted to the Corporate Authorities, or (ii) be submitted to the CDC for further hearing and review as provided in the Zoning Ordinance.

**SECTION SEVEN:** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

**SECTION EIGHT:** All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**SECTION NINE:** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, Illinois, this \_\_\_\_ day of \_\_\_\_\_ 2018.

APPROVED:

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Frank DeSimone, Village President

ATTEST:

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Nancy Quinn, Village Clerk

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

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

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

**Ordinance # \_\_\_\_\_ - 2018**  
**Exhibit “A”**  
**Legal Description**

The Legal Description of the property is as follows:

THAT PART OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 13 AND OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24; THENCE WEST ON THE SECTION LINE 1815 FEET FOR A PLACE OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SECTION 24, 427.18 FEET TO THE SOUTH LINE OF GREEN AVENUE; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF GREEN AVENUE, 373.54 FEET TO THE EAST LINE OF LAND DESCRIBED IN DOCUMENT NO. 657732; THENCE SOUTH, PARALLEL WITH THE EAST LINE OF SECTION 24, 1420.7 FEET TO THE NORTH LINE OF THE BENSENVILLE SEWER PLANT PROPERTY; THENCE WEST ALONG SAID NORTH LINE, 200.0 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SECTION 24, 1063.2 FEET TO A POINT 65.0 FEET SOUTH OF THE NORTH LINE OF SECTION 24; THENCE WEST, PARALLEL WITH THE SECTION LINE, 150.0 FEET; THENCE AVENUE ACRES, AS RECORDED UNDER DOCUMENT NO. 523537, EXCEPT THE SOUTH 60.0 FEET THEREOF IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 720 E. Green Street, Bensenville, Illinois.

**Ordinance # \_\_\_\_ - 2018**  
**Exhibit “B”**  
**Findings of Fact**

Mr. Pozsgay reviewed the approval criteria for the proposed Planned Unit Development request consisting of:

1. **Superior Design:** The PUD represents a more creative approach to the unified planning of development and incorporates a higher standard of integrated design and amenity than could be achieved under otherwise applicable regulations, and solely on this basis modifications to such regulations are warranted.

**Applicant’s Response:** The Exterior Building design will be based on using Aluminum panels and glass to create a sleek and modern appearance. The Aluminum panel colors will be silver, white red and yellow which will be used on the Buildings and Fueling Canopies. The site has been developed to maximize the potential use of the property while adhering strictly to the wetlands criteria, creeks and other engineering design features the property presents.

2. **Meet PUD Requirements:** The PUD meets the requirements for planned unit developments set forth in this Title, and no modifications to the use and design standards otherwise applicable are allowed other than those permitted herein.

**Applicant’s Response:** We are not seeking any modifications to the use and design standards as required. The site provides the necessary setbacks for all proposed structures. There is ample on-site circulation for the proposed truck and vehicle traffic anticipated for this use.

3. **Consistent with Village Plan:** The PUD is generally consistent with the objectives of the Village general development plan as viewed in light of any changed conditions since its adoption.

**Applicant’s Response:** This site is located in the I-3 Heavy Industrial Zoning District. This use will fit in well with the Industrial Park properties surrounding this site. Our facility with its uniquely genuine Building and Canopy Architecture will bring an upscale feel to the site and enhance this vacant property.

4. **Public Welfare:** The PUD will not be detrimental to the public health, safety or general welfare.

**Applicant's Response:** By building this proposed facility we will be cleaning up a vacated old industrial site. This Use will incorporate all the most current safety design features required for Truck fueling and Gas facilities of this type. New curb cuts and site lighting will also enhance the safety and general welfare of the development.

5. **Compatible with Environs:** Neither the PUD nor any portion thereof will be injurious to the use and enjoyment of other properties in its vicinity, seriously impair property values or environmental quality in the neighborhood, nor impede the orderly development of surrounding property.

**Applicant's Response:** Development of this site as it is being proposed adds a clean and modern facility to the Industrial neighborhood. We expect that the Truck Fueling, Gas Fueling and Convenience Store will add a Use that will greatly benefit the area and provide an offering that is currently not immediately available.

6. **Natural Features:** The design of the PUD is as consistent as practical with preservation of any natural features such as flood plains, wooded areas, natural drainage-ways or other areas of sensitive or valuable environmental character.

**Applicant's Response:** We have worked closely with staff and DuPage County to meet the criteria for detention, wetlands and natural drainage ways. The shape of this property presented the possibility to make the best use of this site but to also work through all the engineering design challenges without sacrificing in the site design intent. All the major drainage and wetland issues have been addressed in the south portion of the site where we can make the best use of our engineering design. By improving this drainage and wetland area we anticipate any future growth adjacent to this site will gain those benefits of the work we are proposing.

7. **Circulation:** Streets, sidewalks, pedestrian-ways, bicycle paths and off-street parking and loading are provided as appropriate to planned land uses. They are adequate in location, size, capacity and design to ensure safe and efficient circulation of automobiles, trucks, bicycles, pedestrians, fire trucks, garbage trucks and snow plows, as appropriate, without blocking traffic, creating unnecessary pedestrian-vehicular conflict, creating unnecessary through traffic within the PUD or unduly interfering with the safety or capacity of adjacent streets.

**Applicant's Response:** The proposed site development will revise the existing access to this property. We plan to install three separate access points along Green Street. The drive furthest to the west will be intended for Car Traffic and the Fuel truck bringing product to the site. This drive will be 35'-0" wide to allow access for the Tanker truck. These trucks are generally 55'-0" to include cab and trailer. The next drive to the east or middle drive will be an approach for trucks marked to be Entrance Only for vehicles entering from the east or west. This drive will be 44'-0" to allow for the larger 73'-0" trucks to enter the site. The far East approached will be marked as Exit Only allowing trucks to travel east or west. This drive will be 42'-0" allowing for right and left turns out of the site.

Sidewalks currently exist along Green street and we will upgrade these areas with the relocation of the above-mentioned driveways. parking has been provided as sufficient for the Convenience Store and Car fueling area. truck parking will be provided to the South end of the property. The site has been designed to provide separate circulation areas for Cars and Trucks. The truck flow is anticipated to travel in a North-South direction in a clockwise movement. This allows the circulation as needed for this facility.

8. **Open Spaces and Landscaping:** The quality and quantity of common open spaces or landscaping provided are consistent with the higher standards of design and amenity required of a PUD. The size, shape and location of a substantial portion of any common open space provided in residential areas render it usable for recreation purposes.

**Applicant's Response:** The site has provided open space and green space to meet the requirements of the PUD Ordinance. The landscape plan has been developed following the criteria for wetland areas along with the standard requirements of the village Code. Decorative retaining walls and Landscape pavers are elements included in the design plans.

9. **Covenants:** Adequate provision has been made in the form of deed restrictions, homeowners or condominium associations or the like for:
  - a. The presentation and regular maintenance of any open spaces, thoroughfares, utilities, water retention or detention areas and other common elements not to be dedicated to the Village or to another public body.
  - b. Such control of the use and exterior design of individual structures, if any, as is necessary for continuing conformance to the PUD plan, such provision to be binding on all future ownerships.

**Applicant's Response: All required utility and drainage easements will be included as part of the Final Engineering Design plans. We have reviewed these issues with staff and are in agreement as to providing the necessary documentation to Bensenville.**

10. Public Services: The land uses, intensities and phasing of the PUD are consistent with the anticipated ability of the Village, the school system and other public bodies to provide and economically support police and fire protection, water supply, sewage disposal, schools and other public facilities and services without placing undue burden on existing residents and businesses.

**Applicant's Response: The site will have updated utilities for Water, Sanitary and Storm so that no undue burden would be placed on any existing Village Utilities.**

11. **Phasing:** Each development phase of the PUD can, together with any phases that preceded it, exist as an independent unit that meets all of the foregoing criteria and all other applicable regulations herein even if no subsequent phase should ever be completed.

**Applicant's Response: The projected Phasing of the project would begin with clearing the existing site and prepping for installation of all drainage and utilities. Upon completion of the infrastructure the site and building construction would continue until completion of the project.**

Mr. Pozsgay reviewed the approval criteria for the proposed Conditional Use Permit request consisting of:

1. **Traffic:** The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized.

**Applicant's Response: The proposed site development will revise the existing access to this property. We plan to install three separate access points along Green Street. The drive furthest to the west will be intended for Car Traffic and the Fuel truck bringing product to the site. This drive will be 35'-0" wide to allow access for the Tanker truck. These trucks are generally 55'-0" to include cab and trailer. The next drive to the east or middle drive will be an approach for trucks marked to be Entrance Only for vehicles entering from the east or west. This drive will be 44'-0" to allow for the larger 73'-0" trucks to enter the site. The far East approached will be marked as Exit Only allowing trucks to travel**

east or west. This drive will be 42'-0" allowing for right and left turns out of the site.

2. **Environmental Nuisance:** The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district.

**Applicant's Response:** We are proposing large green areas along the frontage of Green Street for various types of landscape in these areas. The truck fueling will be located as far off Green Street as possible but still allowing trucks enough circulation area to exit out to the east curb cut on Green street. All the Canopy lighting is intended to be LED so as to minimize the light levels beyond the Canopy. The entire site is to be paved in concrete and asphalt. Our Civil Engineering plans have gone into great detail to incorporate all the drainage requirements of DuPage County.

3. **Neighborhood Character:** The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized.

**Applicant's Response:** This site is located in the 1-3 Heavy Industrial Zoning District. This use will fit in well with the Industrial Park properties surrounding this site. Our facility with its uniquely genuine Building and Canopy Architecture will bring an upscale feel to the site and enhance this vacant site.

4. **Use of Public Services and Facilities:** The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

**Applicant's Response:** The proposed development will be designed with use of the existing Utilities already located around the property. The development will not alter the proportionate use of Sanitary and Water demand then what has been utilized for many years at this location. Storm water detention will be provided to further assist the effectiveness of the existing storm sewers. Based on the re-development of the site and the requirements for storm water run-off we will be greatly improving the site in this regard.

**The Truck wash will be designed to utilize a water reclaim system so as to minimize the amount of fresh water being needed for each truck wash.**

5. **Public Necessity:** The proposed use at the particular location requested is necessary to provide a service or a facility, which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community.

**Applicant's Response: The development will provide a convenience to the community and area which currently does not exist. Truck fueling will be available for the Industrial area as well as the large volume of trucks that traverse Green Street on a daily basis. The Gas fueling and Convenience Store offerings will be beneficial to the public and all who utilize this site as there are no such type facilities in this industrial section of town.**

6. **Other Factors:** The use is in harmony with any other elements of compatibility pertinent in the judgment of the commission to the conditional use in its proposed location.

**Applicant's Response: In such a large industrial area with vast amounts of Truck traffic this project would expect to be a boon for the Village of Bensenville and provide amenities that are important to the general public. This development has the ability to bring the Village of Bensenville a larger generation of tax dollars then this vacant site is currently generating.**

Mr. Pozsgay stated Staff recommends the approval of the findings of fact as they appear above and therefor recommend approval of the requests with the following conditions:

1. The Conditional Use Permit for Outdoor Storage be granted solely to Valinvest Holding, LLC/Amerifreight and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of change in tenancy of this property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new proprietor without amendment to the Conditional Use Permit, or if the CDC deems that the new proprietor contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit; and

2. The property be developed in substantial compliance with the plans submitted A Design Group, LLC revised 11.10.15; and
3. Final plans must be submitted within 12 months of approval.
4. iii. A development schedule should be submitted to staff for approval within 30 days of Village Board Approval; and
5. Final signage plans should be submitted and approved by staff to not include the 40 foot High Rise Sign and to correct the canopy signage; and
6. Final Site Plan should be submitted and approved by staff that shows a solution for the turning movement into the truck scale; and
7. Gambling or gaming machines shall not be allowed; and
8. Final architectural plans should be submitted and approved by staff; and
9. Final landscaping should be submitted and approved by staff; and
10. Overhead utility lines along Green Street shall be buried.
11. AmeriFreight must sign up for Bensenville Police's SECUREWATCH.

Commissioner Rodriguez asked is left turns off Green Street to enter the property were a concern to Staff. Mr. Pozsgay stated there were no concerns.

Motion: Commissioner Marcotte made a motion to close CDC Case No. 2016-16. Commissioner Rodriguez seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Marcotte, King, Rodriguez, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 7:36 p.m.

Motion: Commissioner Marcotte made a combined motion to approve the Findings of Fact for CDC Case No. 2016-16 as presented by Staff and to approve proposed request. Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Marcotte, King, Rodriguez, Wasowicz

Nays: None

All were in favor. Motion carried.

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Ronald Rowe, Chairman  
Community Development Commission

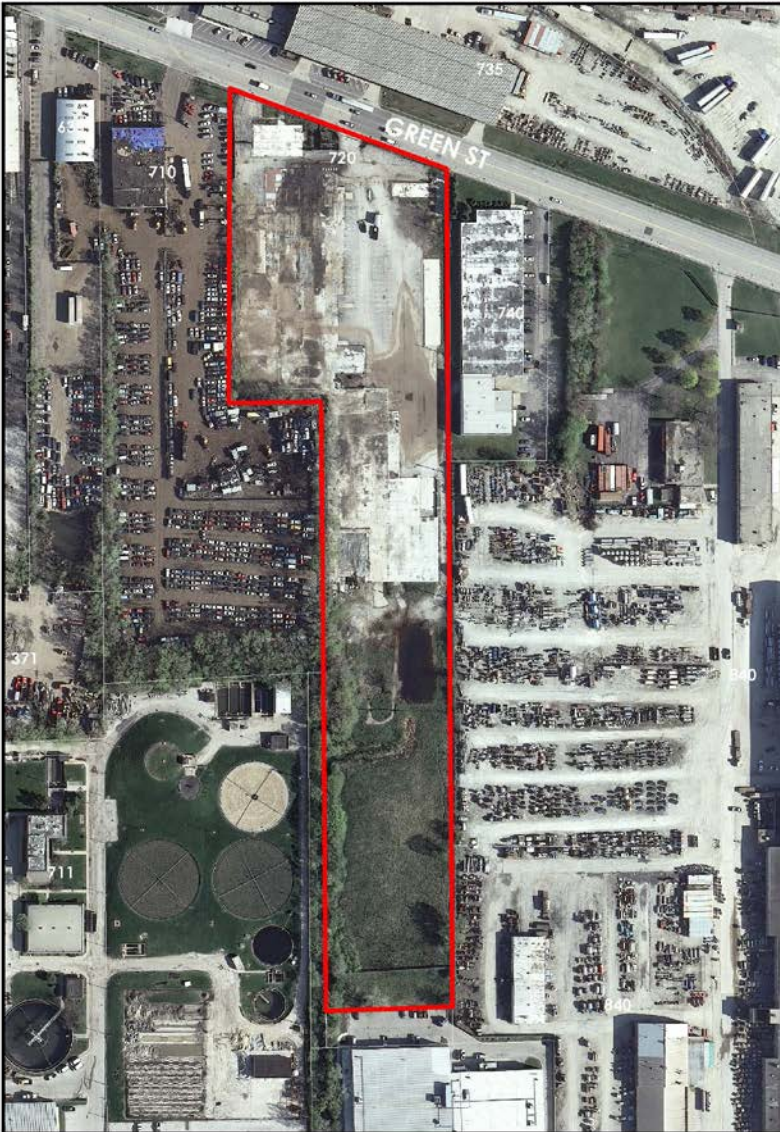
**Ordinance # \_\_\_\_ - 2018**  
**Exhibit “C”**  
**Preliminary Plans**

CDC #2016 - 16

720 East Green Street  
Valinvest Holding, LLC/Amerifreight  
PUD; Truck Stop, Fueling Center, Parking, Scale and Wash,  
and Motor Vehicle Fueling Center

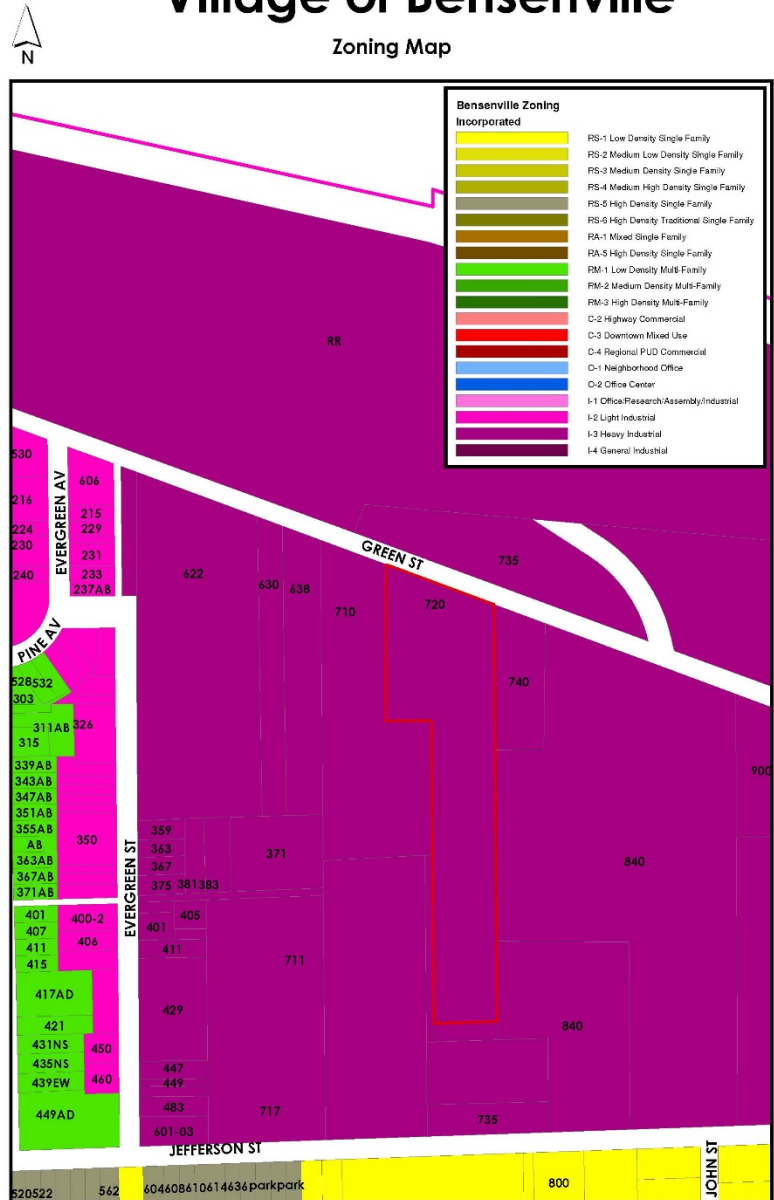
## Village of Bensenville

720 E Green St



## Village of Bensenville

Zoning Map



**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**June 26, 2018**DESCRIPTION:**

Resolution Authorizing the Execution of an Engineering Services Agreement with James J. Benes and Associates, Inc. (JJB) for the 2018 CDBG Annual Residential Streetlight Project in the not-to-exceed amount of \$31,369

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

Unanimously Approved 6-0

**DATE:**

June 19, 2018

**BACKGROUND:**

The 2011 Citizen Survey identified Residential Street Lighting a desire of the community. Residential street lights are designed to be decorative and provide ambient lighting to our neighborhoods to provide a sense of safety and aesthetics. These street lights are intended to provide a dimming effect to our sidewalks. Our goal is to provide residential lighting within all our neighborhoods. Spacing of lights is anticipated to be around 150 feet and alternating sides of the street. The Village has successfully completed Annual Residential Streetlight project in 2015, 2016 and 2017. In 2015, the Village installed 27 lights for approximately \$237,000 while in 2016, the Village installed 22 lights for approximately \$200,000. Both of these projects were kind-of on-site design-build projects. In 2017, the Village applied for and received CDBG funds in the amount of \$199,135 for similar project and installed 39 lights for a cost of \$318,000 including engineering.

**KEY ISSUES:**

Similar to 2017, in an effort to increase the number of lights installed per year, the Village submitted an application for obtaining DuPage County Community Development Block Grant (CDBG) funds for the 2018 Annual Residential Streetlight Project. The CDBG program is generally a 75/25 split with a maximum cap of \$400,000 per project. The Village submitted an application seeking 50% of the total project costs (or \$200,000) and is currently recommended for the funds. The CDBG Program is a reimbursable program in which the Village fronts the initial costs and is reimbursed by DuPage County. Staff is currently awaiting the release of the CDBG funds by federal government.

Due to CDBG funding, the Village must produce engineering plans and specifications per the CDBG requirements. In order to get this project moving and constructed in 2018, we must act swiftly in securing a design engineer. The survey portions of the design will move forward upon execution of the agreement; however, final design will move forward subject to the CDBG funding.

JJB is a short listed firm with the Village, they bring forth a very experienced project team that has successfully provided design engineering on all phases of Volk Bros projects which were all partially funded through CDBG. JJB also performed the design engineering for the 2017 Annual Residential Streetlight Project. The proposed assignment scope includes survey, geotechnical investigation, design, and bidding assistance. JJB's original proposed work effort and fee total was in the amount of \$33,995.00. After negotiations, the proposal has been revised to \$31,369.00, resulting in the savings of \$2,626. These not-to-exceed fees equate to 7.8% of the estimated \$400,000 total construction costs for these projects. The 7.8% design engineering costs are within the typical 5-8% range.

**ALTERNATIVES:**

Discretion of the Village Board.

**RECOMMENDATION:**

At the June 19, 2018 Committee of the Whole meeting, the Committee unanimously recommended approval

(6-0) of the Resolution.

**BUDGET IMPACT:**

In 2018, the Village has budgeted \$200,000 for the Annual Residential Streetlight Project.

**ACTION REQUIRED:**

Approval of a Resolution Authorizing the Execution of an Engineering Services Agreement with James J. Benes and Associates, Inc. (JJB) for the 2018 CDBG Annual Residential Streetlight Project in the not-to-exceed amount of \$31,369.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Resolution	6/11/2018	Resolution Letter
Location Map	6/6/2018	Backup Material
Revised Proposal	6/6/2018	Backup Material
Original Proposal	6/6/2018	Backup Material

**RESOLUTION NO.**

**AUTHORIZING EXECUTION OF AN ENGINEERING SERVICES  
AGREEMENT WITH JAMES J. BENES AND ASSOCIATES FOR THE  
2018 CDBG ANNUAL RESIDENTIAL PROJECT IN THE NOT-TO-EXCEED  
AMOUNT OF \$31,369.00**

WHEREAS the Village of Bensenville performed a Residential Community Survey in 2011, and

WHEREAS the Survey indicated an overwhelming desire for Residential Street Lighting, and

WHEREAS the Village has included an annual Residential Street Light Program in our Strategic Plan; and

WHEREAS the Village completed a Residential Street Light Program in 2015 2016, and 2017; and

WHEREAS in an effort to increase the number of lights being installed under this program the Village submitted an application for Community Development Block Grant (CDBG); and

WHEREAS the Village is being recommended for CDBG funds for this project in the amount of \$200,000; and

WHEREAS James J. Benes and Associates, Inc. (JJB) is one of the short-listed design firms; and

WHEREAS the staff has requested a proposal from James J. Benes and Associates, Inc. (JJB) to perform design engineering services; and

WHEREAS JJB has performed design engineering for 2017 CDBG Annual Residential Streetlight Project; and

WHEREAS after negotiations JJB has submitted a proposal to perform the design engineering work for 2018 CDBG Annual Residential Streetlight Project in a not to exceed amount of \$31,369.00;

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing an engineering services agreement with James J. Benes and Associates Inc for the 2018 CDBG Annual Residential Streetlight Project in the not to exceed amount of \$31,369.00.

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated June 26, 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

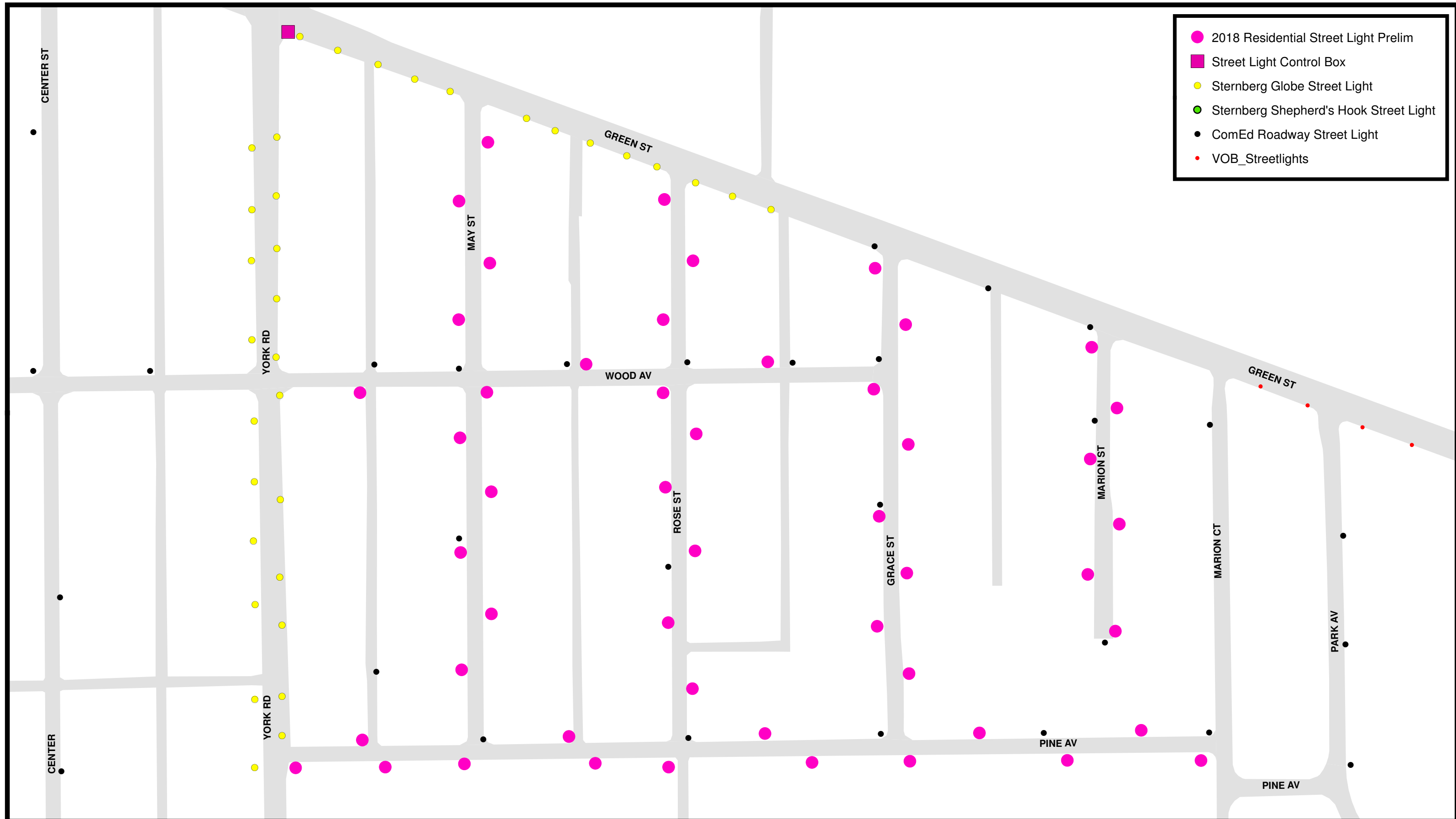
NAYS: \_\_\_\_\_

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



# Village of Bensenville

2018 CDBG Street Lights- Option 2





**JAMES J. BENES AND ASSOCIATES, INC.**  
**CONSULTING ENGINEERS**

June 5, 2018

Mr. Joseph M. Caracci, P.E.  
Director of Public Works  
Village of Bensenville  
717 E. Jefferson Street  
Bensenville, IL 60106

**Re: Engineering Proposal**  
**2018 Residential Street Lighting Program**

Dear Mr. Caracci:

We appreciate the opportunity to submit this proposal to provide final design engineering services for the 2018 Residential Street Lighting Program along various residential streets throughout the Village of Bensenville. Our understanding of the improvement, the scope of the services to be provided, and our not-to-exceed cost to perform the services are presented in the following paragraphs. Please call me at (630) 719-7570 if you have any questions or comments concerning our proposal.

### **UNDERSTANDING OF PROJECT**

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The Village of Bensenville proposes to install ornamental pedestrian street lighting along the following streets.

- E. Pine Avenue – York Road to Marion Court
- E. Wood Avenue – York Road to Grace Street
- May Street – E. Pine Avenue to Green Street
- Rose Street – E. Pine Avenue to Green Street
- Grace Street – E. Pine Avenue to Green Street
- Mason Street – South of Green Street

At this time the Village is requesting a proposal for final design engineering services to prepare final engineering plans and specifications for the proposed improvements.

It is anticipated that the improvements will be funded by use of a Community Development Block Grant (CDBG) through DuPage County. Construction of the project will be in 2018.

## **SCOPE OF SERVICES**

---

The following professional engineering services are proposed to be provided to the Village of Bensenville regarding the 2018 Residential Street Lighting Program project.

### **I. PRELIMINARY ENGINEERING PHASE:**

#### **A. Data Collection and Review:**

1. Engineering studies and plans, atlases and other utility information will be obtained from the Village and reviewed.
2. Utility atlases will be obtained from the applicable utility companies to assist in identifying existing underground facilities.

#### **B. Early Coordination:**

1. We will attend a coordination meeting with the Village Staff at the onset of the project for the purpose of confirming the scope of the project, anticipated schedule, and to discuss any specific needs of the Village.
2. Coordination will be provided with the Village of Bensenville from the start of the project until the feasibility study has been completed.

#### **C. Field Survey:**

A field survey will be performed using total station equipment along the above roadway sections for approximately 7,200 feet. The locations of all items of planimetry (i.e. drives, trees, fences, signs, utilities, etc.) will be determined 10' beyond the existing right-of-way. The sizes and inverts of sewers will not be established. No cross sections will be taken. English units and the NAVD88 vertical control will be used for all measurements.

#### **D. Base Plan Sheets:**

Base plan sheets will be prepared using the data collected in the field survey and information shown on the utility atlases provided by the Village and utility companies. The base sheets will be prepared in AutoCad compatible files and will show all existing pavements, sidewalks, utilities, trees, property lines, and other features for use in preparation of the final plans.

#### **E. Environmental Investigation:**

No environmental investigation will be performed to certify that the soil is suitable for fill in a Clean Construction or Demolition Debris (CCDD) or uncontaminated fill facility since all anticipated excavated soil will remain on site and not hauled to an offsite facility.

#### **F. Lighting Design Studies:**

1. Luminaire and Light Pole Selection: The type of light pole and luminaire has already been determined by the Village. The Village will provide a light pole assembly detail to include in the plans along with details regarding electrical usage for wire sizing determination.
2. Lighting Calculations: No photometric calculations will be prepared since light pole spacing and locations will be per direction provided by the Village. Voltage drop calculations will be prepared to determine the appropriate wire size.

4. Electric Service Coordination: We will coordinate with Commonwealth Edison regarding electric service for the controllers. ComEd's Service and Meter Applications form will be prepared and submitted to ComEd. One field meeting with ComEd will be attended to survey desirable service drop locations. Our initial controller location will be adjusted as required.

## **II. DESIGN ENGINEERING:**

### **A. Final Design:**

We will finalize the elements of the proposed improvement based on the recommendations from the Village. The light pole layout, voltage drop calculations, and other design elements will be finalized.

### **B. Plan Preparation:**

We will prepare final engineering plans in CADD format consisting of the following plan sheets:

- Title Sheet
- General Notes and Schedule of Quantities
- Summary of Quantities
- Schedule of Quantities
- Street Lighting Plan
- Lighting Details
- Construction Details
- IDOT District One Details
- Standard Details

### **C. Specifications & Contract Documents:**

We will prepare contract documents in the Village and CDBG format. The documents will consist of references to applicable standard specifications, CDBG provisions, special provisions, bid forms, instruction to bidders, Village General Conditions, Contract Bid Form, Bond Forms, Insurance Requirements, and applicable compliance requirements.

### **D. Estimates of Cost:**

1. We will prepare cost estimates at 65% (preliminary), 95% (pre-final) and final plan completion.

### **E. Permitting:**

1. Stormwater Management Permit: It appear the proposed improvements are located outside any special management area and no new impervious area will be added. Therefore, it is assumed per the provisions contained in the current Countywide Stormwater and Flood Plain Ordinance, a Stormwater Management permit is not anticipated.
2. IDOT & County Highway Permit: An IDOT and DuPage County Highway permit applications will not be prepared and submitted to the applicable agencies since no work is being performed within the State right-of-way or DuPage County right-of-way.
3. NOI - A Notice of Intents for General Permit to Discharge Storm Water Associated with Construction Site Activities permit application will not be

prepared and submitted to the Illinois Environmental Protection Agency since it is anticipated that the disturbed area would be less than one acre.

**F. Submittals:**

1. We will submit plans, contract documents, and cost estimates at the 65% (preliminary), 95% (pre-final), and final completion stages. We will meet with the Village staff as needed to discuss review comments.
2. We will submit plans to the utility companies at the 95% (pre-final) completion stage, and will coordinate any conflicts.

**G. CDBG Coordination:**

We will submit the construction contract documents and CDC Grant Recipient Bid Manual Checklist to the DuPage Community Development Commission for approval.

**H. Bidding:**

We will assist the Village as needed in receiving bids; advertise for bids; attend the bid opening; prepare bid tabulation; and prepare correspondence for award of contract. It is anticipated that plans and contract documents will be sold at the office of James J. Benes and Associates, Inc. and payment for the plans and contract documents made to James J. Benes and Associates, Inc. Digital plans and contract documents will be sold instead of paper copies.

**I. Administrative:**

1. Attend a pre-construction meeting with Village Staff and Contractor.

While preparing the proposal, the following assumptions about the scope of work were made, and it is understood that a change in the scope of work will affect the final engineering costs. It was assumed no permits; environmental investigations including soil sampling and testing for CCDD requirements environmental testing are required. Should the Village wish James J. Benes and Associates to perform these services, they shall be considered additional services.

Fees for additional services beyond the scope of this proposal, when approved by the Village, will be compensated for on an hourly basis unless an agreed to proposal for the additional services is executed.

## **SCHEDULE**

---

Authorization to Proceed	End of June 2018
Submit Preliminary Plans	Mid July 2018
Submit Pre-Final Plans and Documents	End of July 2018
Submit Final Plans and Documents	Mid August 2018
Bid Opening	August 30, 2018

## COMPENSATION

---

Compensation for all services will be on an hourly rate basis. Invoices will be prepared monthly and will document the direct payroll and direct costs expended. **The not-to-exceed cost including direct payroll, expansion for overhead and payroll burden, professional fee, and direct costs for the design engineering services for the 2018 Residential Street Lighting Program is \$31,369.** The not-to-exceed cost is based on the "Estimate of Manhours and Costs" that is attached to and made part of the proposal.

## CONDITIONS

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- A. **TERM OF THE AGREEMENT** This Agreement shall commence up execution of this Agreement by the Village and Consultant. However, the Village or the Consultant may without liability terminate this Agreement at any time without cause after 30 days' notice by either party of their desire to terminate. Upon termination of this Agreement, the Consultant shall deliver to the Village all completed work products, all work in process in such form and manner as to enable the Village to determine the amount and nature of work completed, all equipment, keys, records, databases, storage media, reports and all other documents related to work performed under this Agreement. In the event of termination by either party, the Consultant shall be paid for the value of all acceptable work performed prior to the effective date of termination.
- B. **CHANGES:** This Agreement may only be changed by written amendment which specifies the terms being revised and which has been signed by both parties hereto.
- C. **DISPUTE RESOLUTION** All claims, disputes, and other matters in question arising out of, or related to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Rules of the American Arbitration Association. This agreement to so arbitrate shall be specifically enforceable under prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party of this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after institution of legal or equitable proceedings based upon when such claim, dispute, or other matter in question would be barred by applicable statute of limitations. The award rendered by the Arbitrator(s) shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event of a claim, jurisdiction and venue shall be in DuPage County, Illinois.
- D. **APPLICABLE LAWS** In performing the full scope of work set forth in this Agreement, the Consultant will comply with all applicable laws, regulations and rules promulgated by Federal, State, County, and Municipal units of government, including but not limited to workers' compensation laws, equal employment opportunity, drug-free workplace requirements, and employment of Illinois workers.
- E. **STANDARD OF CARE:** The standard of care for all professional services performed or furnished by the Consultant under this Agreement will be the skill and care used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.

- F. **INDEMNIFICATION** To the fullest extent permitted by law, the Village and the Consultant each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the Village and the Consultant, they shall be borne by each party in proportion to its negligence.
- G. **FORCE MAJEURE** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
- H. **GOVERNING LAW** This Agreement shall be construed and interpreted in accordance of the laws of the State of Illinois, County of DuPage.

### ACCEPTANCE

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Please contact us if you have any questions or require additional information regarding this proposal for engineering services. If this proposal is agreeable to the Village of Bensenville, please sign and return one copy for our records.

Respectfully Submitted,  
JAMES J. BENES AND ASSOCIATES, INC.



By: Bradley D. Hargett  
PE(wi) • PLS(IL) • CFM  
Vice President

Accepted for: The Village of Bensenville

by: \_\_\_\_\_ Date: \_\_\_\_\_

**ESTIMATE OF MANHOURS AND COSTS  
DESIGN ENGINEERING SERVICES  
FOR  
VILLAGE OF BENSENVILLE  
2018 RESIDENTIAL STREET LIGHTING PROGRAM**

CATEGORY OF SERVICE	PRINC.	SR. ENG.	PROJ. ENG.	TECH	TOTAL HOURS	DIRECT PAYROLL	TOTAL PAYROLL COST	DIRECT COSTS	TOTAL COST
<b>I. PRELIMINARY ENGINEERING</b>									
A. Data Collection & Review	0	0	4	2	6	\$197	\$552	\$0	\$552
B. Early Coordination									
1. Kickoff Meeting with Village	2	0	0	0	2	\$122	\$342	\$0	\$342
2. Continued Coordination throughout Project	2	0	2	0	4	\$194	\$543	\$0	\$543
C. Field Survey	0	0	4	132	136	\$3,616	\$10,125	\$0	\$10,125
D. Base Plan Sheets	0	0	2	20	22	\$598	\$1,674	\$0	\$1,674
E. Environmental Investigation (CCDD)	0	0	0	0	0	\$0	\$0	\$0	\$0
F. Lighting Design Studies									
1. Luminaire and Light Pole Selection	0	0	0	0	0	\$0	\$0	\$0	\$0
2. Photometric Calculations	0	0	0	0	0	\$0	\$0	\$0	\$0
3. Voltage Drop Calculations	0	0	8	0	8	\$288	\$806	\$0	\$806
4. Electric Service Coordination	0	0	8	0	8	\$288	\$806	\$0	\$806
<b>SUB TOTAL - PRELIMINARY ENGINEERING</b>	<b>4</b>	<b>0</b>	<b>28</b>	<b>154</b>	<b>186</b>	<b>\$5,303</b>	<b>\$14,849</b>	<b>\$0</b>	<b>\$14,849</b>
<b>II. DESIGN ENGINEERING</b>									
A. Final Design	2	0	8	0	10	\$410	\$1,148	\$0	\$1,148
B. Plan Preparation	4	0	44	50	98	\$3,143	\$8,800	\$0	\$8,800
C. Special Provisions & Bidding Documents	2	0	16	0	18	\$698	\$1,954	\$0	\$1,954
D. Estimates of Cost	0	0	4	0	4	\$144	\$403	\$0	\$403
E. Permitting	0	0	0	0	0	\$0	\$0	\$0	\$0
F. Submittals									
1. Preliminary Plans	0	0	4	2	6	\$197	\$552	\$0	\$552
2. Pre-final Plans	0	0	4	2	6	\$197	\$552	\$0	\$552
3. Final Plans	0	0	4	2	6	\$197	\$552	\$0	\$552
4. Utilities	0	0	4	0	4	\$144	\$403	\$0	\$403
G. CDBG Coordination	0	0	8	0	8	\$288	\$806	\$0	\$806
H. Bidding	0	0	8	0	8	\$288	\$806	\$0	\$806
I. Administrative									
1. Pre-construction Conference	2	0	2	0	4	\$194	\$543	\$0	\$543
<b>SUB TOTAL - DESIGN ENGINEERING</b>	<b>10</b>	<b>0</b>	<b>106</b>	<b>56</b>	<b>172</b>	<b>\$5,900</b>	<b>\$16,520</b>	<b>\$0</b>	<b>\$16,520</b>
<b>TOTAL ALL PHASES I &amp; II ITEMS</b>	<b>14</b>	<b>0</b>	<b>134</b>	<b>210</b>	<b>358</b>	<b>\$11,203</b>	<b>\$31,369</b>	<b>\$0</b>	<b>\$31,369</b>



**JAMES J. BENES AND ASSOCIATES, INC.**  
**CONSULTING ENGINEERS**

June 4, 2018

Mr. Joseph M. Caracci, P.E.  
Director of Public Works  
Village of Bensenville  
717 E. Jefferson Street  
Bensenville, IL 60106

**Re: Engineering Proposal**  
**2018 Residential Street Lighting Program**

Dear Mr. Caracci:

We appreciate the opportunity to submit this proposal to provide final design engineering services for the 2018 Residential Street Lighting Program along various residential streets throughout the Village of Bensenville. Our understanding of the improvement, the scope of the services to be provided, and our not-to-exceed cost to perform the services are presented in the following paragraphs. Please call me at (630) 719-7570 if you have any questions or comments concerning our proposal.

### **UNDERSTANDING OF PROJECT**

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The Village of Bensenville proposes to install ornamental pedestrian street lighting along the following streets.

- E. Pine Avenue – York Road to Marion Court
- E. Wood Avenue – York Road to Grace Street
- May Street – E. Pine Avenue to Green Street
- Rose Street – E. Pine Avenue to Green Street
- Grace Street – E. Pine Avenue to Green Street
- Mason Street – South of Green Street

At this time the Village is requesting a proposal for final design engineering services to prepare final engineering plans and specifications for the proposed improvements.

It is anticipated that the improvements will be funded by use of a Community Development Block Grant (CDBG) through DuPage County. Construction of the project will be in 2018.

## SCOPE OF SERVICES

---

The following professional engineering services are proposed to be provided to the Village of Bensenville regarding the 2018 Residential Street lighting Program project.

### **I. PRELIMINARY ENGINEERING PHASE:**

#### **A. Data Collection and Review:**

1. Engineering studies and plans, atlases and other utility information will be obtained from the Village and reviewed.
2. Utility atlases will be obtained from the applicable utility companies to assist in identifying existing underground facilities.

#### **B. Early Coordination:**

1. We will attend a coordination meeting with the Village Staff at the onset of the project for the purpose of confirming the scope of the project, anticipated schedule, and to discuss any specific needs of the Village.
2. Coordination will be provided with the Village of Bensenville from the start of the project until the feasibility study has been completed.

#### **C. Field Survey:**

A field survey will be performed using total station equipment along the above roadway sections for approximately 7,200 feet. The locations of all items of planimetry (i.e. drives, trees, fences, signs, utilities, etc.) will be determined 10' beyond the existing right-of-way. The sizes and inverts of sewers will not be established. No cross sections will be taken. English units and the NAVD88 vertical control will be used for all measurements.

#### **D. Base Plan Sheets:**

Base plan sheets will be prepared using the data collected in the field survey and information shown on the utility atlases provided by the Village and utility companies. The base sheets will be prepared in AutoCad compatible files and will show all existing pavements, sidewalks, utilities, trees, property lines, and other features for use in preparation of the final plans.

#### **E. Environmental Investigation:**

No environmental investigation will be performed to certify that the soil is suitable for fill in a Clean Construction or Demolition Debris (CCDD) or uncontaminated fill facility since all anticipated excavated soil will remain on site and not hauled to an offsite facility.

#### **F. Lighting Design Studies:**

1. Luminaire and Light Pole Selection: The type of light pole and luminaire has already been determined by the Village. The Village will provide a light pole assembly detail to include in the plans along with details regarding electrical usage for wire sizing determination.
2. Lighting Calculations: No photometric calculations will be prepared since light pole spacing and locations will be per direction provided by the Village. Voltage drop calculations will be prepared to determine the appropriate wire size.

4. Electric Service Coordination: We will coordinate with Commonwealth Edison regarding electric service for the controllers. ComEd's Service and Meter Applications form will be prepared and submitted to ComEd. One field meeting with ComEd will be attended to survey desirable service drop locations. Our initial controller location will be adjusted as required.

## **II. DESIGN ENGINEERING:**

### **A. Final Design:**

We will finalize the elements of the proposed improvement based on the recommendations from the Village. The light pole layout, voltage drop calculations, and other design elements will be finalized.

### **B. Plan Preparation:**

We will prepare final engineering plans in CADD format consisting of the following plan sheets:

- Title Sheet
- General Notes and Schedule of Quantities
- Summary of Quantities
- Schedule of Quantities
- Street Lighting Plan
- Lighting Details
- Construction Details
- IDOT District One Details
- Standard Details

### **C. Specifications & Contract Documents:**

We will prepare contract documents in the Village and CDBG format. The documents will consist of references to applicable standard specifications, CDBG provisions, special provisions, bid forms, instruction to bidders, Village General Conditions, Contract Bid Form, Bond Forms, Insurance Requirements, and applicable compliance requirements.

### **D. Estimates of Cost:**

1. We will prepare cost estimates at 65% (preliminary), 95% (pre-final) and final plan completion.

### **E. Permitting:**

1. Stormwater Management Permit: It appear the proposed improvements are located outside any special management area and no new impervious area will be added. Therefore, it is assumed per the provisions contained in the current Countywide Stormwater and Flood Plain Ordinance, a Stormwater Management permit is not anticipated.
2. IDOT & County Highway Permit: An IDOT and DuPage County Highway permit applications will not be prepared and submitted to the applicable agencies since no work is being performed within the State right-of-way or DuPage County right-of-way.
3. NOI - A Notice of Intents for General Permit to Discharge Storm Water Associated with Construction Site Activities permit application will not be

prepared and submitted to the Illinois Environmental Protection Agency since it is anticipated that the disturbed area would be less than one acre.

**F. Submittals:**

1. We will submit plans, contract documents, and cost estimates at the 65% (preliminary), 95% (pre-final), and final completion stages. We will meet with the Village staff as needed to discuss review comments.
2. We will submit plans to the utility companies at the 95% (pre-final) completion stage, and will coordinate any conflicts.

**G. CDBG Coordination:**

We will submit the construction contract documents and CDC Grant Recipient Bid Manual Checklist to the DuPage Community Development Commission for approval.

**H. Bidding:**

We will assist the Village as needed in receiving bids; advertise for bids; attend the bid opening; prepare bid tabulation; and prepare correspondence for award of contract. It is anticipated that plans and contract documents will be sold at the office of James J. Benes and Associates, Inc. and payment for the plans and contract documents made to James J. Benes and Associates, Inc. Digital plans and contract documents will be sold instead of paper copies.

**I. Administrative:**

1. We will attend progress meetings with the Village staff. Two meetings are assumed.
2. Attend a pre-construction meeting with Village Staff and Contractor.

While preparing the proposal, the following assumptions about the scope of work were made, and it is understood that a change in the scope of work will affect the final engineering costs. It was assumed no permits; environmental investigations including soil sampling and testing for CCDD requirements environmental testing are required. Should the Village wish James J. Benes and Associates to perform these services, they shall be considered additional services.

Fees for additional services beyond the scope of this proposal, when approved by the Village, will be compensated for on an hourly basis unless an agreed to proposal for the additional services is executed.

## **SCHEDULE**

---

Authorization to Proceed	End of June 2018
Submit Preliminary Plans	Mid July 2018
Submit Pre-Final Plans and Documents	End of July 2018
Submit Final Plans and Documents	Mid August 2018
Bid Opening	August 30, 2018

## COMPENSATION

---

Compensation for all services will be on an hourly rate basis. Invoices will be prepared monthly and will document the direct payroll and direct costs expended. **The not-to-exceed cost including direct payroll, expansion for overhead and payroll burden, professional fee, and direct costs for the design engineering services for the 2018 Residential Street Lighting Program is \$33,995.** The not-to-exceed cost is based on the "Estimate of Manhours and Costs" that is attached to and made part of the proposal.

## CONDITIONS

---

- A. **TERM OF THE AGREEMENT** This Agreement shall commence up execution of this Agreement by the Village and Consultant. However, the Village or the Consultant may without liability terminate this Agreement at any time without cause after 30 days' notice by either party of their desire to terminate. Upon termination of this Agreement, the Consultant shall deliver to the Village all completed work products, all work in process in such form and manner as to enable the Village to determine the amount and nature of work completed, all equipment, keys, records, databases, storage media, reports and all other documents related to work performed under this Agreement. In the event of termination by either party, the Consultant shall be paid for the value of all acceptable work performed prior to the effective date of termination.
- B. **CHANGES:** This Agreement may only be changed by written amendment which specifies the terms being revised and which has been signed by both parties hereto.
- C. **DISPUTE RESOLUTION** All claims, disputes, and other matters in question arising out of, or related to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Rules of the American Arbitration Association. This agreement to so arbitrate shall be specifically enforceable under prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party of this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after institution of legal or equitable proceedings based upon when such claim, dispute, or other matter in question would be barred by applicable statute of limitations. The award rendered by the Arbitrator(s) shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event of a claim, jurisdiction and venue shall be in DuPage County, Illinois.
- D. **APPLICABLE LAWS** In performing the full scope of work set forth in this Agreement, the Consultant will comply with all applicable laws, regulations and rules promulgated by Federal, State, County, and Municipal units of government, including but not limited to workers' compensation laws, equal employment opportunity, drug-free workplace requirements, and employment of Illinois workers.
- E. **STANDARD OF CARE:** The standard of care for all professional services performed or furnished by the Consultant under this Agreement will be the skill and care used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.

- F. **INDEMNIFICATION** To the fullest extent permitted by law, the Village and the Consultant each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the Village and the Consultant, they shall be borne by each party in proportion to its negligence.
- G. **FORCE MAJEURE** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
- H. **GOVERNING LAW** This Agreement shall be construed and interpreted in accordance of the laws of the State of Illinois, County of DuPage.

### ACCEPTANCE

---

Please contact us if you have any questions or require additional information regarding this proposal for engineering services. If this proposal is agreeable to the Village of Bensenville, please sign and return one copy for our records.

Respectfully Submitted,  
JAMES J. BENES AND ASSOCIATES, INC.



By: Bradley D. Hargett  
PE(wi) • PLS(IL) • CFM  
Vice President

Accepted for: The Village of Bensenville

by: \_\_\_\_\_ Date: \_\_\_\_\_

**ESTIMATE OF MANHOURS AND COSTS  
DESIGN ENGINEERING SERVICES  
FOR  
VILLAGE OF BENSENVILLE  
2018 RESIDENTIAL STREET LIGHTING PROGRAM**

CATEGORY OF SERVICE	PRINC.	SR. ENG.	PROJ. ENG.	TECH	TOTAL HOURS	DIRECT PAYROLL	TOTAL PAYROLL COST	DIRECT COSTS	TOTAL COST
<b>I. PRELIMINARY ENGINEERING</b>									
A. Data Collection & Review	0	0	4	2	6	\$197	\$577	\$0	\$577
B. Early Coordination									
1. Kickoff Meeting with Village	2	0	0	0	2	\$122	\$357	\$0	\$357
2. Continued Coordination throughout Project	2	0	2	0	4	\$194	\$568	\$0	\$568
C. Field Survey	0	0	4	132	136	\$3,616	\$10,585	\$0	\$10,585
D. Base Plan Sheets	0	0	2	20	22	\$598	\$1,751	\$0	\$1,751
E. Environmental Investigation (CCDD)	0	0	0	0	0	\$0	\$0	\$0	\$0
F. Lighting Design Studies									
1. Luminaire and Light Pole Selection	0	0	0	0	0	\$0	\$0	\$0	\$0
2. Photometric Calculations	0	0	0	0	0	\$0	\$0	\$0	\$0
3. Voltage Drop Calculations	0	0	8	0	8	\$288	\$843	\$0	\$843
4. Electric Service Coordination	0	0	8	0	8	\$288	\$843	\$0	\$843
<b>SUB TOTAL - PRELIMINARY ENGINEERING</b>	<b>4</b>	<b>0</b>	<b>28</b>	<b>154</b>	<b>186</b>	<b>\$5,303</b>	<b>\$15,524</b>	<b>\$0</b>	<b>\$15,524</b>
<b>II. DESIGN ENGINEERING</b>									
A. Final Design	2	0	8	0	10	\$410	\$1,200	\$0	\$1,200
B. Plan Preparation	4	0	44	50	98	\$3,143	\$9,201	\$0	\$9,201
C. Special Provisions & Bidding Documents	2	0	20	0	22	\$842	\$2,465	\$0	\$2,465
D. Estimates of Cost	0	0	4	0	4	\$144	\$422	\$0	\$422
E. Permitting	0	0	0	0	0	\$0	\$0	\$0	\$0
F. Submittals									
1. Preliminary Plans	0	0	4	2	6	\$197	\$577	\$0	\$577
2. Pre-final Plans	0	0	4	2	6	\$197	\$577	\$0	\$577
3. Final Plans	0	0	4	2	6	\$197	\$577	\$0	\$577
4. Utilities	0	0	4	0	4	\$144	\$422	\$0	\$422
G. CDBG Coordination	0	0	8	0	8	\$288	\$843	\$0	\$843
H. Bidding	0	0	8	0	8	\$288	\$843	\$0	\$843
I. Administrative									
1. Progress Meetings	2	0	4	0	6	\$266	\$779	\$0	\$779
2. Pre-construction Conference	2	0	2	0	4	\$194	\$568	\$0	\$568
<b>SUB TOTAL - DESIGN ENGINEERING</b>	<b>12</b>	<b>0</b>	<b>114</b>	<b>56</b>	<b>182</b>	<b>\$6,310</b>	<b>\$18,471</b>	<b>\$0</b>	<b>\$18,471</b>
<b>TOTAL ALL PHASES I &amp; II ITEMS</b>	<b>16</b>	<b>0</b>	<b>142</b>	<b>210</b>	<b>368</b>	<b>\$11,613</b>	<b>\$33,995</b>	<b>\$0</b>	<b>\$33,995</b>

**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**June 26, 2018**DESCRIPTION:**

Resolution Entering Into a Crossing Improvement Agreement with Metra as it Relates to the Church Road TAP-TCM Project

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

Unanimously Approved 6-0

**DATE:**

June 19, 2018

**BACKGROUND:**

The Village applied for a Congestion Mitigation Air Quality (CMAQ) grant and was awarded Transportation Alternatives Program (TAP) funding (a new program through CMAQ) for a shared use path project in the amount of \$541,620 (80% of estimated \$677,024 project) to construct an off street bike/pedestrian path from Grove Ave to IL-19. The Village also applied for Surface Transportation Program (STP) funds for its Traffic Control Measure (TCM) grant in the amount of additional \$223,125 (75% of estimated \$297,500) for anticipated additional construction costs. The \$223,125 also includes \$75,000 for the Resident Engineering (estimated cost of \$100,000). Although the Village has been recommended for the TCM funds, the funds aren't guaranteed because they were applied for in the FY 18-23 cycle. Other programmed projects have to be delayed or drop off in order for the Village to receive these funds.

**KEY ISSUES:**

The proposed shared use path will cross the at-grade railroad crossing on Church Rd. The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, also known as METRA, operates the existing railroad crossing at this location. The Village must obtain permission from METRA to install the proposed shared-use path. Typically, this process will involve obtaining permanent easements over the railroad tracks for the proposed improvements. For federally funded projects, this process is covered through the ROW acquisition process where the requested easements are appraised and compensated for its fair value. However, METRA does not permit permanent easements over their railroad tracks. Instead, METRA enters into a non-exclusive irrevocable crossing improvement agreement with the municipality for the proposed improvements.

The good news is the Village does not have to compensate for the use of the METRA property. The bad news is that it is a non-exclusive irrevocable agreement that METRA can opt out of later with proper notification to the municipality as stated in the agreement. The Village attorneys have reviewed the agreement language.

**ALTERNATIVES:**

Discretion of the Village Board

**RECOMMENDATION:**

At the June 19, 2018 Committee of the Whole meeting, the Committee unanimously recommended approval (6-0) of the Resolution.

**BUDGET IMPACT:**

The Village will have future maintenance responsibility of the crossing signal equipment.

**ACTION REQUIRED:**

Approval of a Resolution Entering Into a Crossing Improvement Agreement with Metra as it Relates to the Church Road TAP-TCM Project.



**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Resolution	6/11/2018	Resolution Letter
Location Map	6/11/2018	Backup Material
METRA License Agreement	6/11/2018	Backup Material

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

**RESOLUTION ENTERING INTO A CROSSING IMPROVEMENT  
AGREEMENT WITH METRA AS IT RELATES TO THE  
CHURCH RD TAP-TCM PROJECT**

WHEREAS, the VILLAGE is proposing to and supports the construction of a shared use path for pedestrians and bicyclists along the west side of Church Road between Grove Avenue and Irving Park Road (IL-19), as it is a key component to the comprehensive bike path plan for the VILLAGE; and

WHEREAS, the proposed path will need to cross the existing at-grade railroad crossing; and

WHEREAS, the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, also known as METRA, operates the existing railroad crossing at this location; and

WHEREAS, Metra has the authority to cooperate with other governmental agencies regarding the acquisition, construction, operation, and maintenance of Public Transportation Facilities (as defined in Section 1.03 of the Regional Transportation Authority Act) pursuant to 70 ILCS 3615/3B.09; and

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

WHEREAS, the VILLAGE by virtue of its powers as set forth in the “Illinois Municipal Code,” 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

SECTION TWO: The Village President and Board of Trustees authorizes the resolution entering into a crossing improvement agreement with METRA as it relates to the Church Rd TAP-TCM Project

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated June 26, 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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



## Location Map



## CROSSING IMPROVEMENT AGREEMENT

**THIS AGREEMENT** (“**Agreement**”) is entered into between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation (“**Metra**”) and the Village of Bensenville, an Illinois municipal corporation (“**Municipality**”).

### RECITALS

A. The Constitution of the State of Illinois, Article VII, Section 10, provides that units of local government, including counties, municipalities, townships, special districts, and units, designated as units of local government by law, which exercise limited governmental powers or powers in respect to limited governmental subjects may contract among themselves in any manner not prohibited by law or by ordinance.

B. The Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes units of local government in Illinois to exercise jointly with any other unit of local government any power, privilege or authority which may be exercised by a unit of local government, individually, and to enter into contracts for the performance of governmental services, activities, and undertakings.

C. Metra has the authority to cooperate with other governmental agencies regarding the acquisition, construction, operation, and maintenance of Public Transportation Facilities (as defined in Section 1.03 of the Regional Transportation Authority Act) pursuant to 70 ILCS 3615/3B.09 and the above-cited provisions.

D. The Municipality is authorized to cooperate with Metra in the exercise of its powers pursuant to 65 ILCS 5/11-122.2-1.

E. The Municipality wants Metra to design and construct a multi-use path crossing of Metra’s Milwaukee District West Line on the west side of Church Road in Bensenville (“**Project**”) as delineated on **Exhibit A**.

G. Municipality has determined that the Project is in the best interest of the public and serves a valid public purpose.

H. The parties want to set forth their respective obligations with respect to the Project in this Agreement.

### THE PARTIES AGREE AS FOLLOWS:

1. **Recitals Incorporated.** The Recitals set forth above are specifically incorporated as substantive and material terms and provisions of this Agreement.
2. **Metra’s Obligations.** Metra agrees to assist in the Project, in part, by making the following commitments:

(a) Subject to Metra's receipt of the necessary funding for the Project and provided Metra personnel are available to schedule the work, Metra shall perform such work required to effect the completion of the Project.

(b) The cost estimate for the Project prepared by Metra is attached to, and made part of this Agreement, as **Exhibit B** (the "**Estimate(s)**") totaling **\$572,233**. Said Estimate(s) include, without limitation, design, construction, administrative, and additive costs. Metra acknowledges that the Municipality has substantially relied upon the Estimate(s) in entering into this Agreement. Said Estimate(s) may be updated from time to time by Metra to reflect actual costs. Metra shall promptly provide Municipality with any update to the Estimate(s). Metra shall not update the Estimate(s) without the consent of the Municipality, which consent shall not be unreasonably withheld.

(c) Metra shall prepare or cause to be prepared detailed engineering plans for the improvements comprising the Project (the "**Plans**") for the construction of the Project in accordance with the methods prescribed by the State. Metra may at its sole option, perform some or all of the labor for the Project with its own forces.

(d) Metra shall maintain, for a minimum of three (3) years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Project; this Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Municipality or Illinois Auditor General; Metra agrees to cooperate fully with any audit conducted by the Illinois Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the Municipality and State of Illinois for the recovery of any funds paid by the Municipality under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

(e) Metra shall use good faith efforts to recruit, develop, and extend employment and contracting opportunities to women, minorities (and persons with disabilities) from funds received under this Agreement. Nothing herein shall be deemed to modify or negate any requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, Federal or State Disadvantaged Business Enterprise Program Requirements or any other provisions of this Agreement.

(f) All projects for the construction of fixed works which are financed with funds provided by this Agreement and/or an amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

(g) Metra, prior to commencing the Project, shall use reasonable best efforts to obtain government approvals required in connection with the Project. Metra shall have no obligation to proceed with the Project until such approvals are received.

(h) Metra shall be and remain responsible for the future maintenance of the Project's crossings and equipment.

3. **Municipality's Obligations.** Municipality agrees to assist in the Project, in part, by making the following commitments:

(a) Municipality, at its sole cost and expense, shall fund the Project based on the Estimate, including, without limitation, all design, materials, construction, related overhead and additive costs incurred by Metra to complete the Project ("**Project Cost**").

(b) Municipality, on its own motion and at its sole cost and expense, shall obtain all local zoning approvals required for the Project, and obtain all applicable permits and inspections required by the Municipality.

(c) To the fullest extent permitted by law, the Municipality hereby assumes and agrees to release, acquit and waive any rights which Municipality may have against and forever discharge Metra, the Regional Transportation Authority ("**RTA**") and the Northeast Illinois Regional Commuter Railroad Corporation ("**NIRCRC**"), their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting there from, and on account of damage to or destruction of property, arising out of or in any way relating to or occurring in connection with the activities permitted under the terms and provisions of this Agreement, or which may occur to or be incurred by the Municipality, its employees, officers, agents and all other persons acting on the Municipality's behalf while on the Premises, except to the extent such injuries or damages are caused by the alleged negligence or willful or wanton conduct of Metra, the RTA, the NIRCRC, or any of their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority. Notwithstanding anything in this Agreement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Agreement.

(d) To the fullest extent permitted by law, the Municipality agrees to indemnify Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, settlements arising out of or in any way relating to or occurring in connection with: (i) the activities permitted under the terms and provisions of this Agreement; (ii) the condition of the Premises; (iii) the failure to investigate claims; or (iv) which may occur to or be incurred, by the Municipality, its employees, officers, agents, and all other persons acting on its behalf while on the Premises, except to the extent such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the alleged negligence or willful or wanton conduct of Metra, the RTA the NIRCRC, or any of their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority. Metra agrees to notify the Municipality in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity

provision. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement.

(e) Municipality shall not preform, or have performed on its behalf, any work on the Premises, Metra's right-of-way, or any other Metra owned property without first obtaining Metra's prior written consent and/or a Right-of Entry Agreement if such is deemed necessary based on the type of work and proximity to the tracks involved in the work.

#### **4. Joint Obligations:**

(a) The parties agree to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the intent of the parties as reflected by the terms of this Agreement, including, without limitation, the enactment of such resolutions and ordinances, the execution of such permits, applications and agreements, and the taking of such other actions as may be necessary to enable the parties' compliance with the terms and provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement and the intentions of the parties as reflected by the terms of this Agreement. Metra, at Municipality's expense, agrees to join in the required petition(s) to any and all local government bodies necessary to effectuate the Project.

(b) The Municipality agrees to use its best effort to submit state or federal grant fund applications, if necessary, for the Project. Metra shall cooperate and assist the Municipality in the submittal or joint submittal of such state or federal grant fund applications that are necessary for obtaining funding to complete the Project.

(c) The parties will enter into a License Agreement to allow the Path to be located on Metra property in the form of **Exhibit C**.

(d) Neither party shall assign this Agreement to any person or entity without the prior written consent of the other party.

(e) The parties agree that this Agreement is for the benefit of the parties and not for the benefit of any third party beneficiary. No third party shall have any rights or claims against Metra or the Municipality arising from this Agreement.

#### **5. Funding and Reimbursement.**

(a) Municipality shall deposit funding sufficient to cover the Project Cost into an escrow account, as established below, prior to commencement of the work for the Project by or on behalf of Metra. Payments for the Project shall be made pursuant to an escrow agreement ("**Escrow**") which Escrow shall contain terms substantially in accordance with the terms of this Agreement and shall provide that (i) all interest earned on deposits shall either remain on deposit in the Escrow to be used to reimburse Metra for contract or direct costs incurred; and (ii) all amounts remaining on deposit in the Escrow upon completion of the Project shall be delivered to the Municipality. Through the Escrow, the Municipality shall reimburse Metra for the work performed,

by or on behalf of Metra, within fifteen (15) days of presentation of a Draw Request Form by Metra, substantially in the form attached to the Escrow. Chicago Title and Trust Company shall be the Escrow agent (“**Escrow Agent**”) and the Municipality shall pay the Escrow Agent’s fees. In the event Metra shall not receive payment within the allotted time, Metra shall have the right to stop the work being performed on the Project until payment is made after having given the Municipality seven days advance written notice and the opportunity to make such payment during said seven day period.

(b) Metra’s obligation to commence or continue any portion or phase of the Project shall not arise or continue unless Metra personnel are available to schedule the work and the Municipality has made a deposit or deposits such that there is on deposit at all times an amount equal to Metra’s reasonable estimate of the total of all Project Costs. If at any time there is on deposit in the Escrow an amount that is less than the amount of the Project Costs, then Metra agrees to notify the Municipality of the deficiency before suspending any phase or portion of the Project.

(c) Upon Metra’s approval of the Plans, the Plans shall be deemed to be incorporated into this Agreement.

6. **Notices.** All notices, demands, elections, and other instruments required or permitted to be given or made by either party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered, sent by regular mail by the sending party at the respective addresses shown below, or to such other party or address as either party may from time to time furnish to the other in writing.

(a) Notices to Metra shall be sent to:

Metra  
547 West Jackson Boulevard  
Chicago, Illinois 60661  
Attn: Director, Real Estate & Contract Management  
Phone: (312) 322-8006

(b) Notices to Municipality shall be sent to:

Village of Bensenville  
12 South Center Street  
Bensenville, IL 60106  
Attn: Village Manager  
Phone: (630) 350-3405

(c) Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered.

7. **General.**

(a) This Agreement and the rights and obligations accruing hereunder are binding upon the parties and their respective heirs, legal representatives, successors and assigns. No waiver of any obligation or default of one party shall be implied from omission by the other party to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated.

(b) Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day.

(c) This Agreement is intended to reflect, and shall be governed by and construed in accordance with the laws of the State of Illinois. This Agreement provides for the development, and maintenance of real estate located within the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction, and enforcement hereof, and all controversies hereunder shall be governed by the applicable statutory and common law of the State of Illinois.

(d) This Agreement, together with the exhibits attached hereto (all of which are incorporated herein by this reference), constitutes the entire Agreement between the parties with respect to the subject matter hereof. No changes, modifications or alterations to this Agreement shall be effective without the written consent and authorization of the parties.

(e) If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part was never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the parties. In the event of any conflict or inconsistency between the terms set forth in the body of this Agreement and the terms set forth in any exhibit hereto, the terms set forth in this Agreement shall govern and control.

(f) The execution, delivery of and performance under this Agreement is pursuant to authority, validity and duly conferred upon the parties and signatories hereto.

8. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

**(signature page to follow)**

**THIS AGREEMENT** is entered into by the parties as of the later date of the signatures below.

**COMMUTER RAIL DIVISION OF  
THE REGIONAL TRANSPORTATION  
AUTHORITY:**

**VILLAGE OF BENSENVILLE:**

By: \_\_\_\_\_  
James M. Derwinski, CEO/Executive Director

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

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

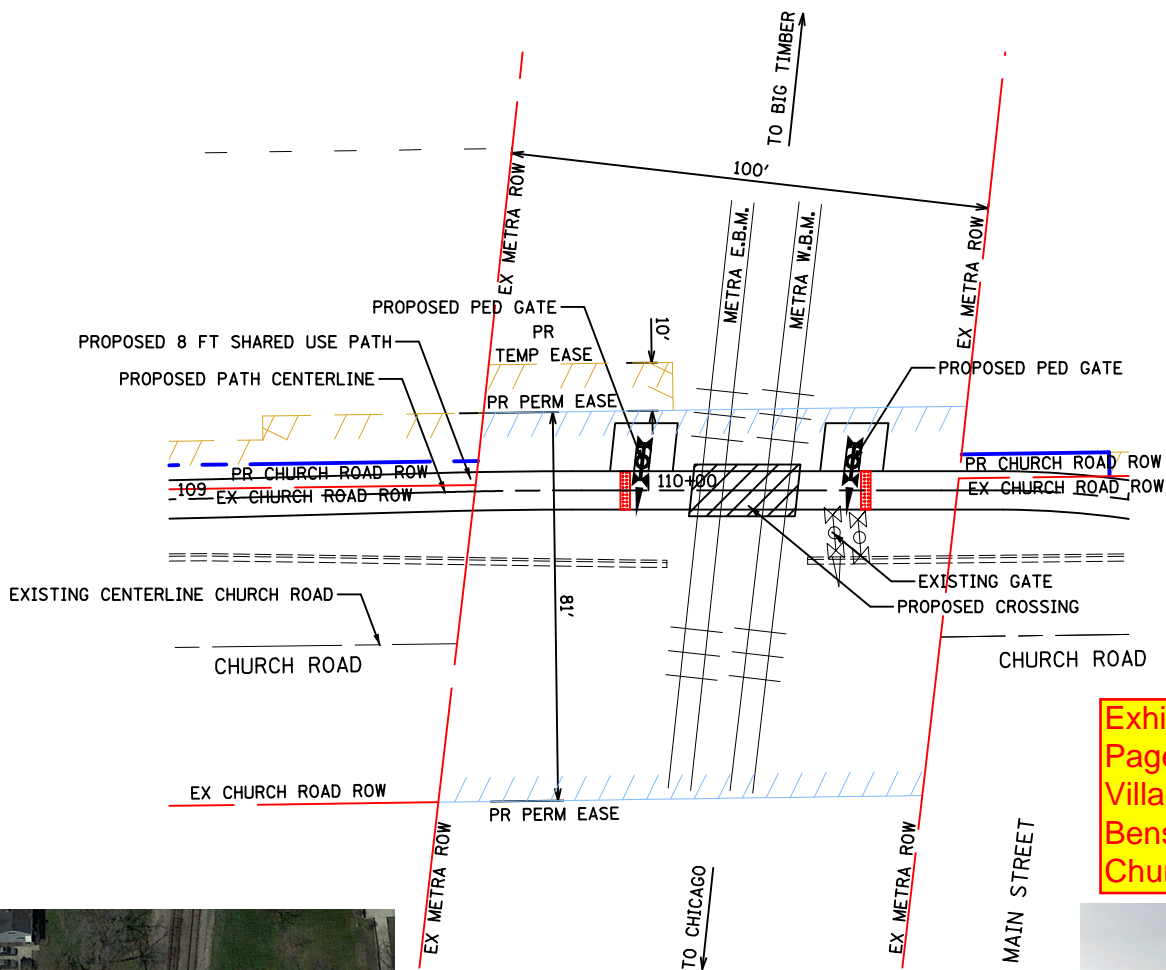


Exhibit "A"  
Page 1 of 2  
Village of  
Bensenville  
Church Road

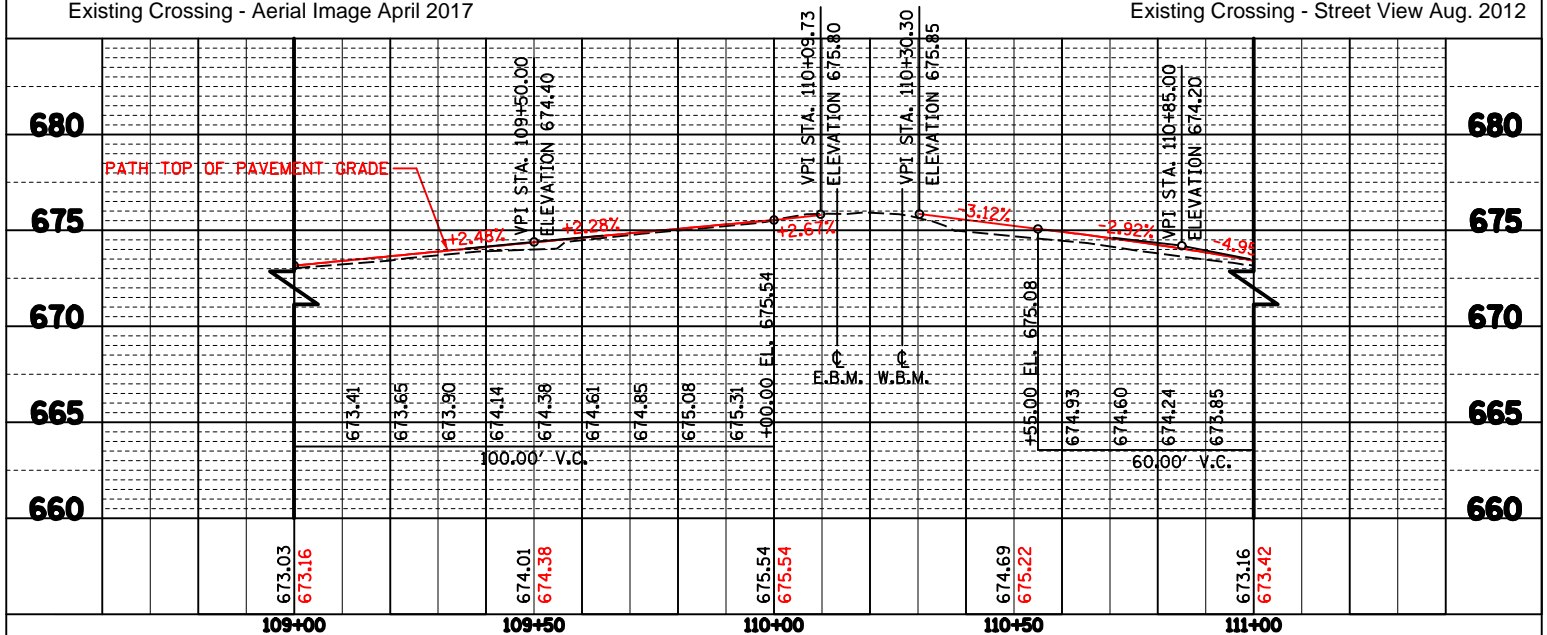


Existing Crossing - Aerial Image April 2017



Existing Crossing - Street View Aug. 2012

PLAN VIEW



PROFILE VIEW

EXHIBIT A  
PATH CROSSING AT CHURCH ROAD  
VILLAGE OF BENSENVILLE

Church Road  
Milepost 17.58

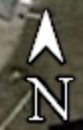
Premises

Metra's  
Milwaukee  
District West Line

Village of  
Bensenville will be  
adding a multi-use  
path, on the west  
side of Church  
Street

Exhibit "A"  
Page 2 of 2  
Village of Bensenville  
Church Road

W Green St





**District/Subdistrict:** Milwaukee District - West Line

**Number:**

**Estimate:** Bensenville - Church Street

**Forces Used:** Metra

**Preparer:**

**Overall Work Limits** MP 17.58

**Description:**

372174X - Bensenville - Church Street

Proposed bike path and associated pedestrian gates on the east side of Church Street.

**Comments:**

Per site visit (Thursday, March 29th 2018) it was determined that the signal houses at all crossings in the approach were in decent condition and that any upgrades would be wired in the field.

Due to the presence of obsolete equipment CWTD and AFO equipment in the area, the work shall include an upgrade to XP4 CWTDs and PSO4000 AFO circuits to ensure a reliable system.

**Estimate Total:**

**\$572,233**

**Estimate for File**

District: Milwaukee District - West Line  
Number:  
Forces Used: Metra

Limits: MP 17.58  
Name: Bensenville - Church Street

Created: 4/6/2018  
Modified: 4/6/2018  
Printed: 4/6/2018

**Estimate Generation Settings****General  
Settings****Corporate  
Labor Additives**

Year / Type	Class	Total:
2018 Union	Work Equipment Mechanics	95.36%
2018 Corporate	Management and Inspection	95.36%
2018 Corporate	Engineering and Design	95.36%
2018 Union	Transportation	125.39%
2018 Union	Maintenance of Way	95.36%

Preparer:  
Material Default to: Inventory  
Rail Weight: 136  
Material Additive Rate: 10.30%

**Complex Items Used for this Estimate:**

ItemID	Description:	Quantity	Unit	Production Unit	Production Rate
S001	CREW	50	DY	1	N/A

**Additional Items Used for this Estimate:**

**Estimate for File**

District: Milwaukee District - West Line  
Number:  
Forces Used: Metra

Limits: MP 17.58  
Name: Bensenville - Church Street

Created: 4/6/2018  
Modified: 4/6/2018  
Printed: 4/6/2018

**Overall Project Estimate****Union Labor**

<i>Description</i>	<i><u>Standard</u></i>		<i><u>Overtime</u></i>		<i>Total Labor</i>
	<i>Hours</i>	<i>Rate</i>	<i>Hours</i>	<i>Rate</i>	
SIGNAL TESTMAN	400	\$34.44	240	\$51.66	\$26,174
LEAD SIGNALMAN	400	\$34.27	240	\$51.41	\$26,046
SIGNALMAN	1600	\$33.90	960	\$50.85	\$103,056
<i>Total Labor w/o Additives:</i>					\$155,277
<i>Maintenance of Way:</i>				95.36%	\$148,072
<i>Transportation:</i>				125.39%	\$0
<i>Total Labor w/Additives:</i>					\$303,349
<i>Equipment Force Account:</i>	\$4,429		<i>Total Labor:</i>		\$303,349
<i>Equipment Leased:</i>	\$0		<i>Total Equipment:</i>		\$4,429
<i>Materials Force Account:</i>	\$264,455				
<i>Materials to be Bid:</i>	\$0		<i>Total Materials:</i>		\$264,455
<i>Miscellaneous Expenses:</i>	\$0		<i>Total Miscellaneous Expenses:</i>		\$0
<i>Other:</i>	\$0		<i>Total Other:</i>		\$0
<i>Grand Total:</i>					\$572,233



## Estimate for File

District: Milwaukee District - West Line  
 Number:  
 Forces Used: Metra

Limits: MP 17.58  
 Name: Bensenville - Church Street

Created: 4/6/2018  
 Modified: 4/6/2018  
 Printed: 4/6/2018

**Force Account Estimate****Union Labor**

<i>Description</i>	<i>Standard</i>		<i>Overtime</i>		<i>Total Labor</i>
	<i>Hours</i>	<i>Rate</i>	<i>Hours</i>	<i>Rate</i>	
SIGNAL TESTMAN	400	\$34.44	240	51.66	\$26,174
LEAD SIGNALMAN	400	\$34.27	240	51.41	\$26,046
SIGNALMAN	1600	\$33.90	960	50.85	\$103,056
<i>Total Labor w/o Additives:</i>					\$155,277
<i>Maintenance of Way:</i>				95.36%	\$148,072
<i>Transportation:</i>				125.39%	\$0
<i>Total Labor w/Additives:</i>					\$303,349

<i>Equipment Force Account-</i>	\$4,429	<i>Total Labor:</i>	\$303,349
<i>Equipment Leased:</i>	\$0	<i>Total Equipment:</i>	\$4,429
<i>Materials Force Account:</i>	\$264,455		
<i>Materials to be Bid:</i>	\$0	<i>Total Materials:</i>	\$264,455
<i>Miscellaneous Expenses:</i>	\$0	<i>Total Miscellaneous Expenses:</i>	\$0
<i>Other:</i>	\$0	<i>Total Other:</i>	\$0
<i>Grand Total:</i>			\$572,233

<i>Funding Breakdown</i>	<i>MI 003</i>	<i>Purchasing 004</i>	<i>ED 005</i>	<i>Construction 006</i>	<i>Equipment 017</i>
	\$0	\$264,455	\$0	\$303,349	\$4,429

**Estimate for File**

District: Milwaukee District - West Line  
Number:  
Forces Used: Metra

Limits: MP 17.58  
Name: Bensenville - Church Street

Created: 4/6/2018  
Modified: 4/6/2018  
Printed: 4/6/2018

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***Force Account Equipment***

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<i>Description</i>	<i>Days</i>	<i><u>Corporate</u> Rate</i>	<i>Total</i>
3/4 TN PICK UP CC(91234)	70	\$63.27	\$4,428.90
<b>Total Equipment</b>	70		\$4,429



## Estimate for File

District: Milwaukee District - West Line  
Number:  
Forces Used: Metra

Limits: MP 17.58  
Name: Bensenville - Church Street

Created: 4/6/2018  
Modified: 4/6/2018  
Printed: 4/6/2018

*Labor Breakdown by Complex Item*

ComplexID/Description	Function	Standard/Overtime			Additive		Grand Total
		Hours	Rate	Total	Amount	Total	
S001							
SIGNAL TESTMAN		400	34.44	13,776	95.36%	\$24,960	\$51,134
		240	51.66	12,398			
SIGNALMAN		1,600	33.90	54,240	95.36%	\$98,274	\$201,330
		960	50.85	48,816			
LEAD SIGNALMAN		400	34.27	13,708	95.36%	\$24,838	\$50,884
		240	51.41	12,338			
	Function Subtotal	2,400		\$81,724		\$148,072	\$303,349
		1,440		\$73,553			
Complex Item SubTotal		2,400		\$81,724		\$148,072	\$303,349
		1,440		\$73,553			
Total		2,400		\$81,724		\$148,072	\$303,349
		1,440		\$73,553			

**Estimate for File**

District: Milwaukee District - West Line  
Number:  
Forces Used: Metra

Limits: MP 17.58  
Name: Bensenville - Church Street

Created: 4/6/2018  
Modified: 4/6/2018  
Printed: 4/6/2018

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***Equipment by Complex Items***

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Complex ID/Description	Function	Days	Leased		Corporate		
			Rate	Total	Days	Rate	Total
ComplexID: S001							
3/4 TN PICK UP CC(91234)		0.00	\$0.00	\$0.00	70.00	\$63.27	\$4,429
Total by Complex Item		0.00		\$0.00	70.00		\$4,429
Total Equipment		0.00		\$0.00	70.00		\$4,429

**Estimate for File**

District: Milwaukee District - West Line  
Number:  
Forces Used: Metra

Limits: MP 17.58  
Name: Bensenville - Church Street

Created: 4/6/2018  
Modified: 4/6/2018  
Printed: 4/6/2018

***Force Account Materials***

<i>Description</i>	<i>Quantity</i>	<i>Corporate Rate</i>	<i>Total</i>
00-00000-0 TAPE TAGS AN	3	\$440.00	\$1,320
PSO4000 TX	4	\$2,000.00	\$8,000
PSO4000 RX Filter	6	\$750.00	\$4,500
06-94020-9 WIRE CASE FLE	3,000	\$1.00	\$3,000
06-94026-6 WIRE CASE FLE	3,000	\$0.50	\$1,500
06-94040-7 CABLE BATT LE	300	\$1.00	\$300
S60 Complete	2	\$15,000.00	\$30,000
XP4 9 SLOT 2TK XING	1	\$30,000.00	\$30,000
XP4 9 SLOT 2TK BASIC	1	\$22,000.00	\$22,000
XP4 9 SLOT 1TK XING	2	\$23,000.00	\$46,000
XP4 9 SLOT 1TK BASIC	2	\$14,000.00	\$28,000
PSO4000 RX	6	\$2,750.00	\$16,500
XP4 XIP WALLMOUNT	6	\$600.00	\$3,600
RELAY B1 6FB 500 OHM	16	\$1,000.00	\$16,000
06-92300-7 FOUNDATION C	2	\$495.00	\$990
XP4 XIP CABLE 1	6	\$125.00	\$750
XP4 XIP CABLE 2	6	\$125.00	\$750
5025A BATTERY CHOKES	6	\$800.00	\$4,800
06-94231-2 UGC 7/6	1,000	\$7.50	\$7,500
06-94220-5CABLEUG5/C#14	500	\$4.60	\$2,300
XP4 MDSA-2XS	2	\$900.00	\$1,800
XP4 MDSA-1XS	4	\$500.00	\$2,000
SP-26	10	\$175.00	\$1,750
RELAY PLUGBOARD B1	16	\$100.00	\$1,600
XP4 XIP	6	\$800.00	\$4,800
<b>Total Materials</b>	<b>7,907</b>		<b>\$239,760</b>
<b>Material Additives:</b>			<b>\$24,695</b>
<b>Materials with Additives:</b>			<b>\$264,455</b>



## Estimate for File

District: Milwaukee District - West Line  
 Number:  
 Forces Used: Metra

Limits: MP 17.58  
 Name: Bensenville - Church Street

Created: 4/6/2018  
 Modified: 4/6/2018  
 Printed: 4/6/2018

*Materials by Complex Item*

Complex Item/Description	Function	Quantity	Corporate		Quantity	Bid	
			Rate	Total		Rate	Total
S001							
00-00000-0 TAPE TAGS AN		3.00	\$440.00	\$1,320.00	0.00	\$0.00	\$0.00
PSO4000 TX		4.00	\$2,000.00	\$8,000.00	0.00	\$0.00	\$0.00
PSO4000 RX Filter		6.00	\$750.00	\$4,500.00	0.00	\$0.00	\$0.00
06-94020-9 WIRE CASE FLE		3,000.00	\$1.00	\$3,000.00	0.00	\$0.00	\$0.00
06-94026-6 WIRE CASE FLE		3,000.00	\$0.50	\$1,500.00	0.00	\$0.00	\$0.00
06-94040-7 CABLE BATT LE		300.00	\$1.00	\$300.00	0.00	\$0.00	\$0.00
S60 Complete		2.00	\$15,000.00	\$30,000.00	0.00	\$0.00	\$0.00
XP4 9 SLOT 2TK XING		1.00	\$30,000.00	\$30,000.00	0.00	\$0.00	\$0.00
XP4 9 SLOT 2TK BASIC		1.00	\$22,000.00	\$22,000.00	0.00	\$0.00	\$0.00
XP4 9 SLOT 1TK XING		2.00	\$23,000.00	\$46,000.00	0.00	\$0.00	\$0.00
XP4 9 SLOT 1TK BASIC		2.00	\$14,000.00	\$28,000.00	0.00	\$0.00	\$0.00
PSO4000 RX		6.00	\$2,750.00	\$16,500.00	0.00	\$0.00	\$0.00
XP4 XIP WALLMOUNT		6.00	\$600.00	\$3,600.00	0.00	\$0.00	\$0.00
RELAY B1 6FB 500 OHM		16.00	\$1,000.00	\$16,000.00	0.00	\$0.00	\$0.00
06-92300-7 FOUNDATION C		2.00	\$495.00	\$990.00	0.00	\$0.00	\$0.00
XP4 XIP CABLE 1		6.00	\$125.00	\$750.00	0.00	\$0.00	\$0.00
XP4 XIP CABLE 2		6.00	\$125.00	\$750.00	0.00	\$0.00	\$0.00
5025A BATTERY CHOKES		6.00	\$800.00	\$4,800.00	0.00	\$0.00	\$0.00
06-94231-2 UGC 7/6		1,000.00	\$7.50	\$7,500.00	0.00	\$0.00	\$0.00
06-94220-5CABLEUG5/C#14		500.00	\$4.60	\$2,300.00	0.00	\$0.00	\$0.00
XP4 MDSA-2XS		2.00	\$900.00	\$1,800.00	0.00	\$0.00	\$0.00
XP4 MDSA-1XS		4.00	\$500.00	\$2,000.00	0.00	\$0.00	\$0.00
SP-26		10.00	\$175.00	\$1,750.00	0.00	\$0.00	\$0.00
RELAY PLUGBOARD B1		16.00	\$100.00	\$1,600.00	0.00	\$0.00	\$0.00
XP4 XIP		6.00	\$800.00	\$4,800.00	0.00	\$0.00	\$0.00
Materials by Complex Item		7,907		\$239,760	0		\$0
Total Materials		7,907		\$239,760	0		\$0

# Exhibit C

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (“**Agreement**”) between the Commuter Rail Division of the Regional Transportation Authority a division of an Illinois municipal corporation (“**Metra**”) and the Village of Bensenville, an Illinois municipal corporation (“**Licensee**”).

**NOW, THEREFORE**, Metra hereby grants to Licensee a non-exclusive license (the “**License**”) to use certain of Metra’s property in Bensenville, being a portion of PIN 03-14-504-002, located on Metra’s Milwaukee District West Line (“**MD-W**”) right of way (Milepost 17.58) also within the Church Road right of way, for the uses and purposes of constructing, maintaining, operating, repairing, replacing, or removing an, approximately, eight foot (8’) wide multi-purpose path (“**Path**”) which, when constructed, will cross the MD-W right of way and tracks to the west of, and parallel to, Church Road as delineated on **Exhibit “A”** (“**Premises**”). This License is granted upon the following express conditions, terms and covenants to be observed, kept and performed by Licensee:

1. Licensee or its contractor will be required to enter into a Right of Entry Agreement with Metra prior to any access to the Premises for the purpose(s) of construction, maintenance, repair, replacement, or removal of the Path. An application for a Right of Entry Agreement can be found at Metra’s website: ([http://metrarail.com/content/dam/metra/documents/ROE\\_Application.pdf](http://metrarail.com/content/dam/metra/documents/ROE_Application.pdf)) or by contacting Metra’s Right of Way Administrator at 312-322-8016.
2. The Path contemplated is to be installed exclusively above the surface of the ground within the Premises. Except for periods of construction, maintenance, repair, replacement, or removal of the Path, Licensee shall not permit any equipment to be placed, or remain on or around the Premises or other of Metra’s property (the “**Property**”). Metra shall have the right to provide structures or other improvements as Metra may deem necessary to provide for the safety and protection of Metra’s improvements whether now existing or hereafter constructed on, under, above, about or adjoining the Premises, and Licensee agrees to pay to Metra the entire reasonable cost of constructing and removing such structures. Upon completion of the initial construction of the Path, and upon completion of any replacement, repair, maintenance, or removal of the Path, Licensee, at its own cost and expense, shall remove any debris and restore, or cause to be restored the Premises and the Property. In the event Licensee fails to cause the Premises and the Property to be restored to the reasonable satisfaction of Metra, Metra may restore the Premises and Property and Licensee shall reimburse Metra for all costs and expenses incurred by Metra for said restoration.
3. The interests conveyed herein shall be subject to all other existing or future third-party uses of the Premises permitted by Metra. Metra reserves the exclusive right to allow other uses over, under, across, parallel with, or within the Premises, provided that such uses do not unreasonably interfere with Licensee’s permitted usage.

4. Metra, its successors or assigns, may require, that the placement of the Path or the location of the Premises be relocated. In the event any relocation of the Premises or the Path is required by Metra, Metra shall assume all costs or expenses associated with or arising out of said relocation.

5. Metra shall have the right to retain existing improvements at the location of the Premises and also shall have the right at any and all times in the future to construct and maintain over said Premises such additional improvements as Metra may from time to time elect. Metra shall not construct any such future improvements without the consent of the Municipality, which consent shall not be unreasonably withheld. Nothing shall be done or suffered to be done by Licensee that will in any manner impair the usefulness or safety of the existing improvements of Metra or of such improvements as Metra may construct or allow to be constructed in the future.

6. To the fullest extent permitted by law, Licensee hereby assumes and agrees to release, acquit, and waive any rights against and discharge Metra, the Regional Transportation Authority (“**RTA**”) and the Northeast Illinois Regional Commuter Railroad Corporation (“**NIRCRC**”), their respective directors, administrators, officers, employees, agents, successors, assigns, and all other persons, firms, and corporations acting on their behalf or with their authority, from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, and on account of damage to or destruction of property arising from any accident or incident which may occur to or be incurred by Licensee, its employees, officers, agents, and all other persons acting on its behalf while on the Premises or the Property, except for such injuries or damages caused by the willful misconduct or negligence of Metra, the RTA the NIRCRC, or any of their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority. Notwithstanding anything in this License to the contrary, the releases and waivers contained in this paragraph shall survive termination of this License.

7. To the fullest extent permitted by law, Licensee agrees to indemnify Metra, the RTA, and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments, and expenses of every kind and nature (including court costs and attorneys’ fees) as a result of claims, demands, actions, suits, proceedings, judgments, or settlements, arising out of or in any way relating to or occurring in connection with Licensee’s use of or the condition of the Premises. Metra agrees to notify Licensee in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement.

8. Licensee shall obtain, provide proof to Metra of, and keep in force at all times once the Path becomes operational, insurance coverages in the types and amounts shown on **Exhibit B**.

9. Licensee shall pay the entire cost of constructing, replacing, repairing, maintaining and operating said Path. Licensee shall construct, replace, repair, maintain and operate the Path in

accordance with: (a) all applicable federal, state and local laws, ordinances, rules and regulations; and (b) the plans and specifications, approved by Metra.

10. Metra reserves the right to have a representative present during the construction of the Path, but in no way waives any rights by failing to have said representative present. If the manner of constructing, replacing, repairing, maintaining and operating said Path shall at any time be in violation of any applicable law, rule, regulation or ordinance, then Licensee shall, at no cost or expense to Metra, upon receipt of appropriate notice from a governmental agency having enforcement jurisdiction in the Premises make such changes or repairs as shall be necessary. Failure or refusal of Licensee to make the required changes or repairs within the time prescribed by said agency shall terminate this Agreement, and Licensee's rights and interest shall revert to Metra; provided, however, that this License shall not terminate as long as Licensee in good faith and by pursuit of appropriate legal or equitable remedies, enjoins, defends against, appeals from or pursues other lawful measures to avoid the enforcement of said laws, ordinances, rules or regulations or so long as Licensee is diligently pursuing compliance.

11. Licensee shall construct the necessary License appurtenances and/or other fixtures as may be deemed necessary, in such a manner so as not to interfere with Metra's use of the Premises, Licensee shall provide Metra with a copy of "as built" plans. Should the construction, maintenance, operation or presence of said Path necessitate any change or alteration in the location or arrangement of any other wires or appurtenances owned or possessed by Metra, or should it, for reasons of safety, become necessary to repair or change the locations, elevation, method of construction of said Path or any part thereof, Licensee shall do such work upon receipt of a written request to do so from Metra.

12. Licensee agrees that it will pay all costs of any and all work performed upon the right of way and tracks of Metra which shall be made necessary by the construction, maintenance, repair, replacement, removal, or presence thereon of said Path. To the extent that in the reasonable opinion of Metra or its designee, flagging and supervisory services are deemed necessary by reason of the installation, repair, renewal, alteration or removal of said Path, Metra shall provide notice to Licensee of the necessity and provide a cost estimate for such flagging and supervisory services. Metra shall not provide such flagging and supervisory services without the consent of the Municipality, which consent shall not be unreasonably withheld. Licensee shall, upon receipt of a bill or invoice therefor, reimburse Metra or its designee for the reasonable cost and expense of furnishing such flagging and supervisory services.

13. Any rights to the Premises not specifically granted to Licensee are reserved to Metra. All rights and interest in and to said Premises shall revert to Metra if Licensee vacates, abandons, or ceases to use the Premises for a period of 12 consecutive months. In such event, Licensee shall, upon Metra's request, execute appropriate documents releasing Licensee's interests.

14. Licensee shall not suffer any mechanics', laborers' or materialmen's lien to be filed against the Premises, or any interest therein by reason of any work, labor, services or materials performed at or furnished to, or claimed to have been performed at or furnished to, the License Premises, by, or at the direction of sufferance of, Licensee, or anyone holding the Premises through or under Licensee.

In the event such lien is filed against the Premises, shall promptly satisfy and discharge such lien upon notice thereof.

15. All notices, demands and elections required or permitted to be given or made by either Party upon the other under the terms of this License or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail, return receipt requested, with proper postage prepaid, or hand delivered to the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, , or on the day of delivery if hand delivered. Notices sent by certified or registered mail shall be deemed delivered three (3) days after deposited in the U.S. mail. Notices sent by overnight carrier shall be deemed delivered on the day delivered. Notice to parties shall be delivered as follows:

(a) If to the Licensee:

Village of Bensenville  
12 South Center Street  
Bensenville, IL 60106  
Attn: Village Manager  
Phone: (630) 350-3405

(b) If to Metra:

Commuter Rail Division  
547 W. Jackson Boulevard  
Chicago, Illinois 60661  
Attn: Director, Real Estate & Contract Management  
Phone: (312) 322-8006

16. This License may be terminated by Metra effective sixty (60) days after giving notice to Licensee: (a) if the Premises, or any portion thereof, is needed for any Metra or railroad purposes; (b) if Licensee ceases to operate or maintain the Path or violates any of the terms, conditions or provisions set forth in this License. In case of termination, Licensee shall remove from the Premises the Path and shall restore said Premises to the same or to a better condition than that which existed prior to the construction and installation of the Path; or upon failure, neglect or refusal of Licensee to do so, Metra may make or cause to be made such removal and restoration, and the total cost hereof shall be paid by Licensee; or, if Metra shall so elect, it may treat the Path as abandoned by Licensee and may make such disposition thereof as it may see fit.

17. This License Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. No waiver of any obligation or default of Licensee shall be implied from omission by Metra to take any action on account of such obligation or default. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application

thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties. This License shall be interpreted under the laws of the State of Illinois. All actions or proceedings arising directly or indirectly or otherwise in connection with, out of or from this Agreement shall be litigated only in a court having a situs within the County or Counties of the State of Illinois that the Premises is located. Licensee hereby consents and submits to the jurisdiction of any local, state or federal court located within said County or Counties and State and hereby waives any right it may have to transfer or change the venue of any litigation arising directly or indirectly or otherwise in connection with, out of, or from this Agreement.

LICENSEE ACKNOWLEDGES THAT INSTRUMENTS OF RECORD, COURT DECISIONS, OR THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED MAY LIMIT THE QUALITY OF METRA'S TITLE. LICENSEE FURTHER ACKNOWLEDGES THAT THE LICENSE IS SUBJECT TO THESE POSSIBLE LIMITATIONS.

**(Signature Page to Follow)**

**IN WITNESS WHEREOF**, this instrument is executed and enforceable as of the latter signature below.

**COMMUTER RAIL DIVISION OF THE  
REGIONAL TRANSPORTATION  
AUTHORITY:**

**VILLAGE OF BENSENVILLE:**

By: \_\_\_\_\_

James M. Derwinski  
Executive Director/CEO

By: \_\_\_\_\_

Frank DeSimone  
Village President

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

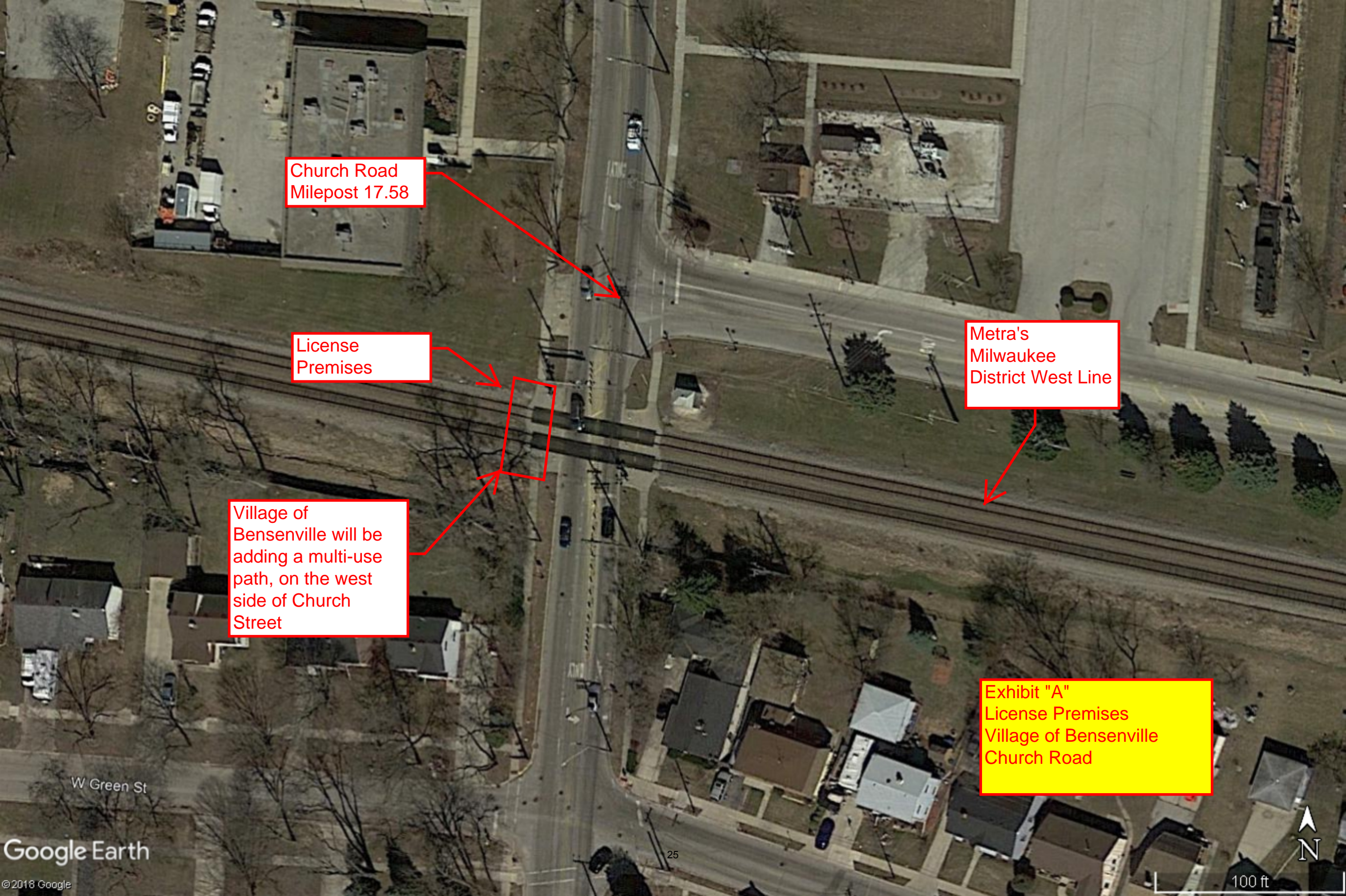
Church Road  
Milepost 17.58

License  
Premises

Metra's  
Milwaukee  
District West Line

Village of  
Bensenville will be  
adding a multi-use  
path, on the west  
side of Church  
Street

Exhibit "A"  
License Premises  
Village of Bensenville  
Church Road



## **EXHIBIT B**

### **Insurance Requirements**

**Commercial General Liability Insurance** (ISO Form) of the type that normally provides coverage for general liability, or other liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregated combines single limits for bodily injury or death to person or persons and property damage per occurrence.

The CGL policy shall include the following coverage limits:

**Automobile Liability Insurance** of the type that normally provides coverage for general liability insurance in a minimum amount of \$1,000,000 per occurrence, combines singles limit, for bodily injury or death to person or persons and property damage.

**Worker's Compensation Insurance** of the type that normally provides statutory coverage in a minimum amount of \$1,000,000.00, to include coverage for the following: manage, operate, and maintain the Path on the Premises.

The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Regional Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation shall be designated as Additional Insured on said policies.

**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**June 26, 2018**DESCRIPTION:**

Resolution Authorizing the Execution of a Local Agency Agreement with the Illinois Department of Transportation (IDOT) for Grant Funding Associated with the Church Road Transportation Alternative Program (TAP) - Traffic Control Measure (TCM) Project

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

Unanimously Approved 6-0

**DATE:**

June 19, 2018

**BACKGROUND:**

The Village applied for a Congestion Mitigation Air Quality (CMAQ) grant and was awarded Transportation Alternatives Program (TAP) funding (a new program through CMAQ) for a shared use path project in the amount of \$541,620 (80% of estimated \$677,024 project) to construct an off street bike/pedestrian path from Grove Ave to IL-19. The Village also applied for Surface Transportation Program (STP) funds for its Traffic Control Measure (TCM) grant in the amount of additional \$223,125 (75% of estimated \$297,500) for anticipated additional construction costs. The \$223,125 also includes \$75,000 for the Resident Engineering (estimated cost of \$100,000). Although the Village has been recommended for the TCM funds, the funds aren't guaranteed because they were applied for in the FY 18-23 cycle. Other programmed projects have to be delayed or drop off in order for the Village to receive these funds.

**KEY ISSUES:**

As part of the project implementation process, the Village needs to execute a Local Agency Agreement (LAA) with IDOT. IDOT will be the lead agency running the project on behalf of FHWA. This agreement establishes the division of project costs that will be paid for either by federal funds, state funds or by local community dollars. It also establishes the reimbursement method which will include IDOT managing the project and submitting reimbursement requests from the Village for our local share in normal pay estimate installments. The LAA is attached to this memorandum.

The division of costs shown on the LAA are based on the estimated construction costs hence it doesn't always match the grant funding amount. The pre-final engineering estimate for the project is \$1,217,000 of which \$600,000 is related to the pedestrian crossing at the railroad tracks. Currently, the Village has guaranteed CMAQ funds in the amount of \$541,620 and non-guaranteed TCM funds in the amount of \$148,125 for a total federal funding for in the amount of \$689,745 for construction. The Village also has a pending cost increase request into CMAQ for consideration in the amount of \$149,000; which will be discussed at the CMAQ Project Selection Committee on June 14. If approved the Village will have additional funds allocated to this project in the amount of \$119,200 for a total federal funding of \$808,945.00 The exact amount of Village's local match will be determined at the completion of the project. The request for additional funds was approved by CMAQ PCS on June 14, 2018.

Village Board approval is sought at this time to allow the Village President to execute the final document so that we can keep on schedule for the September 2018 IDOT letting date. Construction is anticipated in Fall/Spring of 2018-19.

**ALTERNATIVES:**

Discretion of the Village Board

**RECOMMENDATION:**

At the June 19, 2018 Committee of the Whole meeting, the Committee unanimously recommended approval (6-0) of the Resolution.

**BUDGET IMPACT:**

In FY-2018, \$423,000 funds are appropriated for the local match.

**ACTION REQUIRED:**

Approval of the Resolution Authorizing the Execution of a Local Agency Agreement with the Illinois Department of Transportation (IDOT) for Grant Funding Associated with the Church Road Transportation Alternative Program (TAP) - Traffic Control Measure (TCM) Project.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Resolution	6/11/2018	Resolution Letter
Location Map	6/11/2018	Backup Material
Local Agency Agreement	6/20/2018	Backup Material

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A LOCAL AGENCY AGREEMENT  
WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) FOR  
GRANT FUNDING ASSOCIATED WITH THE  
CHURCH RD TRANSPORTATION ALTERNATIVE PROGRAM (TAP) –  
TRAFFIC CONTROL MEASURE (TCM) PROJECT**

WHEREAS the Village applied for a Congestion Mitigation Air Quality (CMAQ) grant and was awarded Transportation Alternatives Program (TAP) funding (a new program through CMAQ) for a shared use path project in the amount of \$541,620 (80% of estimated \$677,024 project) to construct an off street bike/pedestrian path; and

WHEREAS the Village also applied for Surface Transportation Program (STP) funds for its Traffic Control Measure (TCM) grant in the amount of additional \$223,125 (75% of estimated \$297,500) for anticipated additional construction costs; and

WHEREAS the Village requested and was awarded additional Congestion Mitigation Air Quality (CMAQ) Transportation Alternatives Program (TAP) funding in the amount of \$119,200 (80% of estimated \$149,000) for anticipated additional construction costs; and

WHEREAS the recommended TCM funds include \$75,000 for Phase III engineering services; and

WHEREAS the TCM funds have been recommended to the Village but are not guaranteed at the moment; and

WHEREAS the limits of improvements for the project are from Grove Ave to IL-19; and

WHEREAS the Village is combining two funding sources TCM (STP) and TAP (CMAQ) for one project; and

WHEREAS the Illinois Department of Transportation (IDOT) has been identified as the lead agency managing the federal funding during construction, and

WHEREAS a Local Agency Agreement (LAA) is required to identify responsibilities of all parties including Federal, Local Agency (Village of Bensenville) and the State (IDOT) related to funding responsibilities and reimbursement methods, and

WHEREAS this project is assigned Job number C-91-174-18 while Project number is IT8C (467); and

WHEREAS the LAA has been included as an attachment to this Resolution.

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

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

SECTION TWO: The Village President and Board of Trustees authorizes to execute the Local Agency Agreement with the Illinois Department of Transportation for grant funding associated with the Church Rd TAP-TCM Project.

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated June 26, 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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




NOT TO SCALE

# Village of Bensenville

## Location Map



 <b>Illinois Department of Transportation</b>  <b>Local Public Agency Agreement for Federal Participation</b>	Local Public Agency	State Contract	Day Labor	Local Contract	RR Force Account
	Village of Bensenville	X			
	Section	Fund Type		ITEP, SRTS, or HSIP Number(s)	
	16-00095-00-BT	TAP-L CMAQ STE, STU			

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-174-18	IT83C(467)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA**, approved by the **STATE** and the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

#### Location

Local Name Church Road Route FAU 2667 Length 0.38  
Termini Grove Avenue to IL Route 19

Current Jurisdiction Village of Bensenville TIP Number 08-11-0017 Existing Structure No

#### Project Description

A bike/pedestrian path will be constructed on the west side of Church Road from Grove Avenue to IL Route 19. The existing culvert at Silver Creek will be extended. Pedestrian crossing gates will be installed at the Metra railroad crossing.

#### Division of Cost

Type of Work	CMAQ	%	STU	%	LPA	%	Total
Participating Construction	329,627	( 80 )	148,125	( 75 )	131,782	( BAL )	609,534
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering		( )		( )		( )	
Construction Engineering		( )	75,000	( 75 )	40,000	( BAL )	115,000
Right of Way		( )		( )		( )	
Railroads	331,173	( 80 )		( )	268,827	( BAL )	600,000
Utilities		( )		( )		( )	
Materials							
TOTAL	\$ 660,800		\$ 223,125		\$ 440,609		\$ 1,324,534

MAX FHWA (TAP-L CMAP) Participation 80% NTE \$660,800

MAX FHWA (STU) Participation 75% NTE \$223,125

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

#### Local Public Agency Appropriation

By execution of this Agreement, the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (**required for State-let contracts only**)

#### Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of **LPA** Obligation) \_\_\_\_\_  
METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.  
METHOD C---**LPA's** Share BAL divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

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### ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map. Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

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The **LPA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

#### APPROVED

Local Public Agency

Frank DeSimone

\_\_\_\_\_  
Name of Official (Print or Type Name)

Village President

\_\_\_\_\_  
Title (County Board Chairperson/Mayor/Village President/etc.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number is  
36-6005794 conducting business as a Governmental  
Entity.

DUNS Number 07-975-5591

#### APPROVED

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Randall S. Blankenhorn, Secretary of Transportation

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Erin Aleman, Director of Planning & Programming

\_\_\_\_\_  
Date

\_\_\_\_\_  
Erin Aleman, Director of Planning & Programming

\_\_\_\_\_  
Date

\_\_\_\_\_  
Philip C. Kaufmann, Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Heck, Chief Fiscal Officer (CFO)

\_\_\_\_\_  
Date

**NOTE:** If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**June 26, 2018**DESCRIPTION:**

Resolution Approving a Donation of the Necessary Right of Way, Permanent, and Temporary Easements for the Benefit of the Church Road TAP-TCM Project

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

Unanimously Approved 6-0

**DATE:**

June 19, 2018

**BACKGROUND:**

The Village applied for a Congestion Mitigation Air Quality (CMAQ) grant and was awarded Transportation Alternatives Program (TAP) funding (a new program through CMAQ) for a shared use path project in the amount of \$541,620 (80% of estimated \$677,024 project) to construct an off street bike/pedestrian path from Grove Ave to IL-19. The Village also applied for Surface Transportation Program (STP) funds for its Traffic Control Measure (TCM) grant in the amount of additional \$223,125 (75% of estimated \$297,500) for anticipated additional construction costs. The \$223,125 also includes \$75,000 for the Resident Engineering (estimated cost of \$100,000). Although the Village has been recommended for the TCM funds, the funds aren't guaranteed because they were applied for in the FY 18-23 cycle. Other programmed projects have to be delayed or drop off in order for the Village to receive these funds.

**KEY ISSUES:**

In order to construct the proposed path, additional ROW, permanent and temporary easements are necessary from five parcels. One of those five parcels is the Village owned parcel (PIN 03-14-119-013); commonly known as Huffman Park and the old Police Station. The assigned addresses at this parcel are 100 N Church Rd and 130 N Church Rd. The anticipated needs are as follows;

- 1) ROW – 0.029 Acres (1,263.24 SF)
- 2) Permanent easement – 0.078 Acres (3,397.68 SF)
- 3) Temporary easement – 0.032 Acres (1,393.92 SF)

The other four parcels are 701 W Green, 702 W Green, 700 W Irving Park Rd and the Railroad ROW along Church Rd. Because the project is receiving federal funds, any land acquisitions related to the project needs to follow the IDOT process. Once IDOT has approved the acquisitions, a Plat of Highways depicting the ROW and easements will be recorded.

**ALTERNATIVES:**

Discretion of the Village Board

**RECOMMENDATION:**

At the June 19, 2018 Committee of the Whole meeting, the Committee unanimously recommended approval (6-0) of the Resolution.

**BUDGET IMPACT:**

N/A

**ACTION REQUIRED:**

Approval of the Resolution Approving a Donation of the Necessary Right of Way, Permanent, and Temporary Easements for the Benefit of the Church Road TAP-TCM Project.

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**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Resolution	6/11/2018	Resolution Letter
Location Map	6/11/2018	Backup Material
ROW Exhibit	6/11/2018	Backup Material

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

**RESOLUTION APPROVING A DONATION OF THE NECESSARY RIGHT OF WAY, PERMANENT AND TEMPORARY EASEMENTS FOR THE BENEFIT OF THE CHURCH RD TAP-TCM PROJECT**

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

WHEREAS, the VILLAGE, pursuant to its authority under the Sections 65 ILCS 11-80-13 and 11-84-1 of the Illinois Municipal Code, 65 ILCS 11-80-13 and 11-84-1, *et seq.*, is authorized to construct and regulate the use of sidewalks; and

WHEREAS, the VILLAGE is installing a shared-use path for pedestrian and bicycle use along the west side of Church Road adjacent to the Huffman Park, a facility that is owned and operated by the VILLAGE; and

WHEREAS, for the convenience of pedestrians and bicyclists the VILLAGE desires to construct a continuous public path along the entire west of Church Road between Grove Avenue and Irving Park Road (IL-19), which would require the path adjacent to Huffman Park to be placed on portions of VILLAGE property; and

WHEREAS, the VILLAGE supports the construction of a shared use path for pedestrians and bicyclists along the west side of Church Road as it is a key component to the comprehensive bike path plan for the VILLAGE; and

WHEREAS, to construct the shared use path, right of way, permanent as well as temporary easements are necessary adjacent to Huffman Park; and

WHEREAS, the attached Exhibit A depicts the necessary right of way, permanent as well as temporary easements; and

WHEREAS, the VILLAGE is willing to donate the necessary right of way, permanent as well as temporary easements to the VILLAGE for the benefit of this project; and

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

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

SECTION TWO: The Village President and Board of Trustees authorizes the resolution approving a donation of the necessary right of way, permanent as well as temporary easements for the benefit of the Church Rd TAP-TCM Project.

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated June 26, 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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



NOT TO SCALE

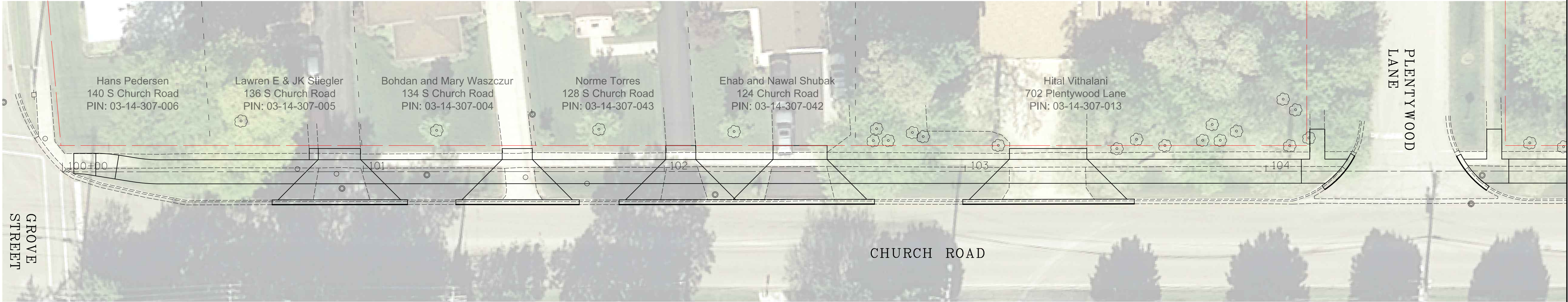
# Village of Bensenville

## Location Map



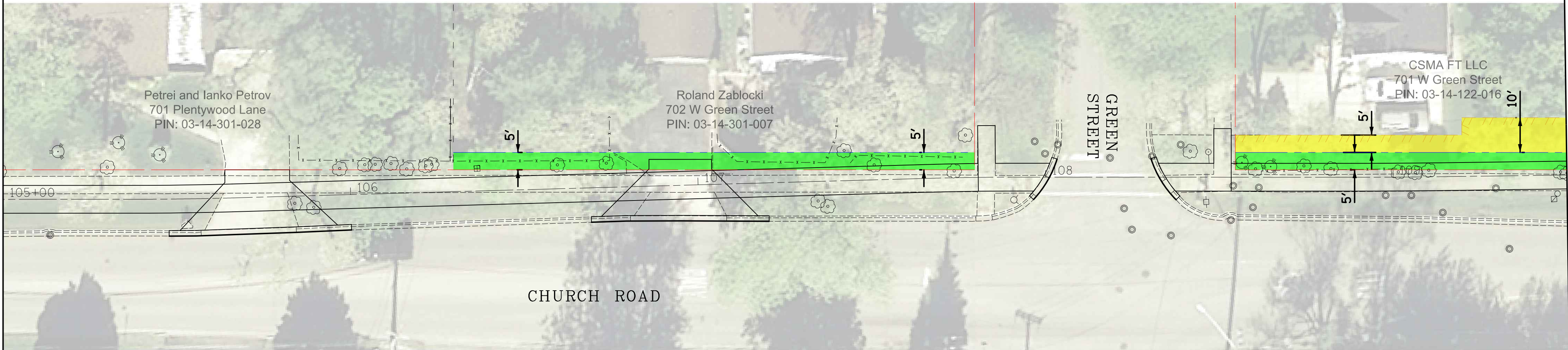
PLAN	SURVEYED	BY	DATE
NO.	PLOTTED		
	CHECKED		
	BY		
	DATE		
	FILE NAME		

PROFILE	SURVEYED	BY	DATE
NO.	PLOTTED		
	CHECKED		
	BY		
	DATE		
	FILE NAME		



MATCH LINE STA 105+00  
SEE BELOW

MATCH LINE STA 105+00  
SEE ABOVE



MATCH LINE STA 109+50  
SEE SHEET NO 2

#### LEGEND

- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY EASEMENT
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY



Two Pierce Place, Suite 1400  
Itasca, Illinois 60143  
Tel: 630.773.3900 Fax: 630.773.3975  
www.civiltechinc.com

DESIGNED - JRR  
DRAWN - TFS  
CHECKED - RTM  
DATE -  
REVISED -  
REVISED -  
REVISED -  
REVISED -

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

VERT. 0 5 10  
HORIZ. 0 20 40  
SCALES

#### CHURCH ROAD BIKE PATH ROW EXHIBIT

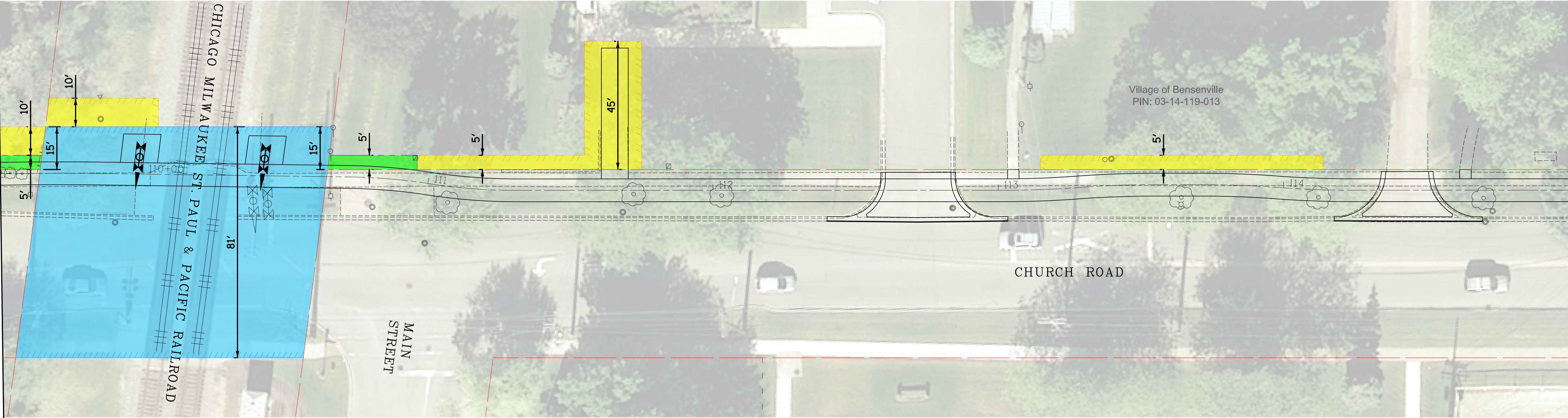
SHEET NO. 1 OF 2 SHEETS STA. 100+00 TO STA. 109+50

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
2667	16-00095-00-BT	DUPAGE	2	1
CONTRACT NO. XXXXX				
FED. ROAD DIST. NO. 1 ILLINOIS FED. AID PROJECT				

PLAN	SURVEYED	BY	DATE
NO.	PLOTTED		
	CHECKED		
	BY		
	DATE		
	FILE NAME		

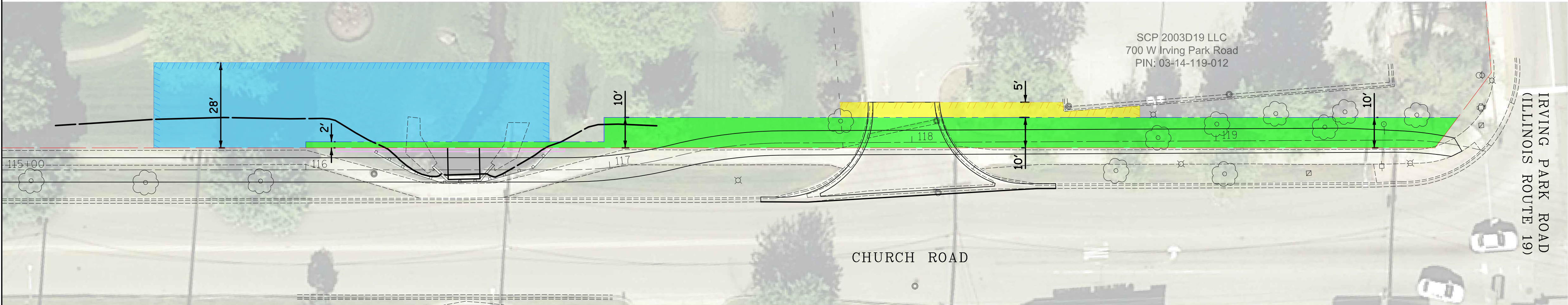
PROFILE	SURVEYED	BY	DATE
NO.	PLOTTED		
	CHECKED		
	BY		
	DATE		
	FILE NAME		

MATCH LINE STA 109+50  
SEE SHEET NO 1



MATCH LINE STA 115+00  
SEE BELOW

MATCH LINE STA 115+00  
SEE ABOVE



#### LEGEND

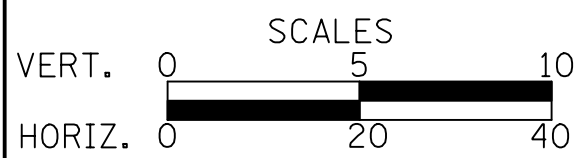
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY EASEMENT
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY



Two Pierce Place, Suite 1400  
Itasca, Illinois 60143  
Tel: 630.773.3900 Fax: 630.773.3975  
www.civiltechinc.com

DESIGNED - JRR	REVISED -
DRAWN - TFS	REVISED -
CHECKED - RTM	REVISED -
DATE -	REVISED -

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION



#### CHURCH ROAD BIKE PATH ROW EXHIBIT

SHEET NO. 2 OF 2 SHEETS STA. 109+50 TO STA. 120+00

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
2667	16-00095-00-BT	DUPAGE	2	2
CONTRACT NO. XXXXX				
FED. ROAD DIST. NO. 1 ILLINOIS FED. AID PROJECT				

**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**June 26, 2018**DESCRIPTION:**

Resolution Authorizing Appropriating the Required Local Match Funds in the Amount of \$440,609 for the Church Road Transportation Alternative Program (TAP) - Traffic Control Measure (TCM) Project

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

Unanimously Approved 6-0

**DATE:**

June 19, 2018

**BACKGROUND:**

The Village applied for a Congestion Mitigation Air Quality (CMAQ) grant and was awarded Transportation Alternatives Program (TAP) funding (a new program through CMAQ) for a shared use path project in the amount of \$541,620 (80% of estimated \$677,024 project) to construct an off street bike/pedestrian path from Grove Ave to IL-19. The Village also applied for Surface Transportation Program (STP) funds for its Traffic Control Measure (TCM) grant in the amount of additional \$223,125 (75% of estimated \$297,500) for anticipated additional construction costs. The \$223,125 also includes \$75,000 for the Resident Engineering (estimated cost of \$100,000). Although the Village has been recommended for the TCM funds, the funds aren't guaranteed because they were applied for in the FY 18-23 cycle. Other programmed projects have to be delayed or drop off in order for the Village to receive these funds.

**KEY ISSUES:**

As part of the project implementation process, the Village needs to execute a Local Agency Agreement (LAA) with IDOT. IDOT will be the lead agency running the project on behalf of FHWA. This agreement establishes the division of project costs that will be paid for either by federal funds, state funds or by local community dollars. It also establishes the reimbursement method which will include IDOT managing the project and submitting reimbursement requests from the Village for our local share in normal pay estimate installments. As part of the LAA process, the local agency must also pass a Resolution appropriating the required local match on federally funded projects.

The division of costs shown on the LAA are based on the estimated construction costs hence it doesn't always match the grant funding amount. The pre-final engineering estimate for the project is \$1,212,565 of which \$600,000 is related to the pedestrian crossing at the railroad tracks. Currently, the Village has guaranteed CMAQ funds in the amount of \$541,600 and non-guaranteed TCM funds in the amount of \$148,125 for a total federal funding for in the amount of \$689,745 for construction. The Village also has a pending cost increase request into CMAQ for consideration in the amount of \$149,000; which will be discussed at the CMAQ Project Selection Committee on June 14. If approved the Village will have additional funds allocated to this project in the amount of \$119,200 for a total federal funding of \$808,945.00. The construction engineering costs for this project is \$115,000 of which \$40,000 is Village's responsibility. The exact amount of Village's local match will be determined at the completion of the project. The request for additional funds was approved by CMAQ PCS on June 14, 2018.

**ALTERNATIVES:**

Discretion of the Village Board

**RECOMMENDATION:**

At the June 19, 2018 Committee of the Whole meeting, the Committee unanimously recommended approval (6-0) of the Resolution.

**BUDGET IMPACT:**

In FY-2018, \$423,000 funds are appropriated for the construction local match and \$70,000 for construction engineering match.

**ACTION REQUIRED:**

Approval of a Resolution Authorizing Appropriating the Required Local Match Funds in the Amount of \$440,609 for the Church Road Transportation Alternative Program (TAP) - Traffic Control Measure (TCM) Project

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Resolution	6/11/2018	Resolution Letter
Location Map	6/11/2018	Backup Material

**RESOLUTION NO.**

**AUTHORIZING A RESOLUTION APPROPRIATING THE REQUIRED LOCAL MATCH FUNDS IN THE AMOUNT OF \$440,609 FOR THE CHURCH RD TRANSPORTATION ALTERNATIVE PROGRAM (TAP) – TRAFFIC CONTROL MEASURE (TCM) PROJECT**

WHEREAS the Village applied for a Congestion Mitigation Air Quality (CMAQ) grant and was awarded Transportation Alternatives Program (TAP) funding (a new program through CMAQ) for a shared use path project in the amount of \$541,620 (80% of estimated \$677,024 project) to construct an off street bike/pedestrian path; and

WHEREAS the Village also applied for Surface Transportation Program (STP) funds for its Traffic Control Measure (TCM) grant in the amount of additional \$223,125 (75% of estimated \$297,500) for anticipated additional construction costs; and

WHEREAS the Village requested and was awarded additional Congestion Mitigation Air Quality (CMAQ) Transportation Alternatives Program (TAP) funding in the amount of \$119,200 (80% of estimated \$149,000) for anticipated additional construction costs; and

WHEREAS the recommended TCM funds include \$75,000 for Phase III engineering services; and

WHEREAS the TCM funds have been recommended to the Village but are not guaranteed at the moment; and

WHEREAS the limits of improvements for the project are from Grove Ave to IL-19; and

WHEREAS the Village is combining two funding sources TCM (STP) and TAP (CMAQ) for one project; and

WHEREAS this project is assigned Job number C-91-174-18 while Project number is IT8C (467); and

WHEREAS the local agency must appropriate the required local match and non-participating funds associated with the federally funded project; and

WHEREAS based on the current estimate the required local match is determined to be in the amount of \$440,609; and

WHEREAS the exact amount of local match will be determined at the completion of the project.

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

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

SECTION TWO: The Village President and Board of Trustees authorizes the resolution appropriating the required local match funds in the amount of \$440,609 for the Church Rd TAP-TCM Project.

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated June 26, 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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



## Location Map



**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**June 26, 2018**DESCRIPTION:**

Resolution Authorizing the Purchase of an Anti-Ice Apparatus from Henderson Products, Inc. as Part of the Tollway's Chloride Reduction Grant in the Not-to-Exceed Amount of \$19,982.88

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

Unanimously Approved 6-0

**DATE:**

June 19, 2018

**BACKGROUND:**

The Village approved an IGA with the Illinois State Toll Highway Authority (ISTHA) on May 22, 2017 (R-52-2017). As part of the agreement, the Tollway has agreed to reimburse the Village up to \$367,000 for the purchase and retrofit of snow and ice equipment in order to assist in the reduction of Chlorides into our streams.

Per the IGA with the Tollway, we need to have a 17.5% reduction of chlorides. By getting grant money to improve our snow and ice control equipment, we will be easily be able to achieve these results and ultimately reduce our annual salt purchase.

**KEY ISSUES:**

To date, the Village has purchased the following as part of the Tollway Grant:

- 2017 Tandem Axle Plow/Dump Truck
- Salt Brine Maker
- Equipment Upfit for three existing Plow/Dump Trucks
- Anti-Ice Apparatus for existing Plow/Dump Truck
- Anti-Ice Apparatus for existing 1-Ton Dump Truck
- Storage Tanks for liquid Storage

The total expenditures for the above items totals \$345,070.95. This leaves \$21,929.05 left on the IGA.

In a recent email from the Tollway (attached), we have been authorized to spend up to the IGA amount. Staff would like to purchase another anti-ice apparatus that would fit into the new Plow/Dump truck purchased last year. The cost of the apparatus (which is a slightly smaller version of the one purchased as part of the grant) is \$19,982.88 from Henderson Products, Inc. The purchase of this apparatus would equip our fleet with two large anti-ice trucks and one smaller anti-ice truck.

**ALTERNATIVES:**

Discretion of the Village Board.

**RECOMMENDATION:**

At the June 19, 2018 Committee of the Whole meeting, the Committee unanimously recommended approval (6-0) of the Resolution.

**BUDGET IMPACT:**

There is no net cost for this equipment as it will be reimbursed as part of the Tollway Chloride Reduction Grant.

The Village will need to front the initial purchase cost and apply for reimbursement from the Tollway.

**ACTION REQUIRED:**

Approval of a Resolution Authorizing the Purchase of an Anti-Ice Apparatus from Henderson Products, Inc. as part of the Tollway's Chloride Reduction Grant in the Not-to-Exceed Amount of \$19,982.88.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
RES - Anti Ice Apparatus - Tollway Grant	6/12/2018	Resolution Letter
QUOTE - Anti Ice Apparatus - Tollway Grant	6/12/2018	Backup Material
EMAIL - Tollway Authorization to Maximize Funds	6/12/2018	Backup Material

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

**AUTHORIZING THE PURCHASE OF AN ANTI-ICE APPARATUS FROM  
HENDERSON PRODUCTS, INC. AS PART OF THE TOLLWAY'S CHLORIDE  
REDUCTION GRANT IN THE NOT-TO-EXCEED AMOUNT OF \$19,982.88**

WHEREAS the Village owns and maintains a fleet of vehicles and equipment for the purpose of servicing the public, and

WHEREAS the Village entered into an agreement with the Illinois State Toll Highway Authority (ISTHA) to assist in the reduction of Chlorides in our streams, and

WHEREAS the agreement with the Tollway identifies a grant program that will reimburse the Village up to \$367,000 toward the purchase of snow and ice equipment, and

WHEREAS the Village has purchased a number of items that will help reduce chlorides per the agreement, and

WHEREAS after the initial purchase of the planned items, there is still approximately \$22,000 remaining on the grant, and

WHEREAS the Tollway has authorized the purchase of additional equipment so long as the total grant amount is not exceeded, and

WHEREAS staff has selected to purchase a new anti-ice apparatus for a 2017 Peterbilt Plow/Dump Truck from Henderson Products, Inc in the amount of \$19,982.88.

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

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

SECTION TWO: The Village Board authorizes and approves the purchase of an anti-ice apparatus from Henderson Products, Inc. in the not to exceed amount of \$19,982.88.

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated June 26, 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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



**Henderson Products, Inc**  
Installation Locations in:  
New York, New Jersey, Ohio  
Illinois, Iowa, Missouri  
Toll Free: 800-359-4970

## Quotation

Date: **May 17, 2018**  
To: Rick Radde  
By: Joe Vagle  
Re: Anti-Icing System for Single Axle

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Henderson Products is pleased to quote the following equipment:

NJPA Number 71,926  
Henderson Products NJPA Number 080114-HPI

**(1) Henderson LAS Liquid Application System**

1065 gallon capacity  
3 lane boom with 24 gallon per minute brass nozzles  
304 stainless steel main frame  
304 stainless steel wheel guide kit  
304 stainless steel leg stand kit  
304 stainless steel ladder kit  
SurgeBuster baffle balls  
Hose reel kit  
Fluid level kit  
Flow meter  
Stainless steel trunnion latch kit  
Tie down kit  
Installed

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Price per Unit:	\$19,982.88
Number of Units	1
Extended Price	\$19,982.88
Tax	\$0.00
Total Quote Price	\$19,982.88

### **FOB**

**Please note the following regarding installation quotes:**

A clean truck frame without obstruction is assumed in the pricing of our quote. Re-positioning of air tanks, fuel tanks or other obstacles to the ease of installation may require additional charges. Henderson will notify you before modification if this occurs.

## Joseph Caracci

---

**From:** Joseph Caracci  
**Sent:** Tuesday, June 12, 2018 8:36 AM  
**To:** Joseph Caracci  
**Subject:** FW: Reimbursement - IGA

**From:** Wagner, Bryan <[bwagner@getipass.com](mailto:bwagner@getipass.com)>  
**Sent:** Wednesday, June 06, 2018 6:01 PM  
**To:** Joseph Caracci <[JCaracci@bensenville.il.us](mailto:JCaracci@bensenville.il.us)>  
**Subject:** FW: Reimbursement - IGA

Joe,

Apologies for my delay in getting this to you. Included below and attached is the email Rick had sent. In short, I believe the answer to be yes, it is possible. So long as the upper limit of our IGA is not exceeded and whatever is purchased will provide an increase in efficiency of Bensenville's winter operations, in the form of reduced salt use, I see no issue.

Please let me know if you have any questions or if you would like to discuss.

Regards,

Bryan Wagner  
Environmental Policy & Program Manager  
Illinois Tollway

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**From:** Rick Radde [<mailto:RRadde@bensenville.il.us>]  
**Sent:** Tuesday, May 15, 2018 9:46 AM  
**To:** Wagner, Bryan  
**Subject:** RE: Reimbursement - IGA

Bryan,

Attached is the invoice for the purchased equipment per the IGA Chloride Offset Program. A hard copy will be placed in the mail today as well.

I was able to negotiate with our vendors on price reductions, and currently we have only used up \$345,070.95 of the \$367,000.00. Do you think it would be possible to maximize the \$367,000.00 with the purchase of a second larger Anti Ice applicator so our operations can Anti-Ice double the amount of roadways as this method has proven results.

Let me know and could call me when you get this, I need to talk in person with you. 630-670-1751

Thanks,

**Richard N. Radde**  
**Assistant Director of Public Works – Operations & Maintenance**

**TYPE:**Resolution**SUBMITTED BY:**Jovana Dacic**DEPARTMENT:**Public Works**DATE:**June 26, 2018**DESCRIPTION:**

Resolution Authorizing the Execution of a Contract with The Detroit Salt Company, LLC for the Purchase of 500 Tons of Bulk Rock Salt in the Not-to-Exceed Amount of \$33,575

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<b>X</b>	<b><i>Financially Sound Village</i></b>	<b>X</b>	<b><i>Enrich the lives of Residents</i></b>
<b>X</b>	<b><i>Quality Customer Oriented Services</i></b>		<b><i>Major Business/Corporate Center</i></b>
<b>X</b>	<b><i>Safe and Beautiful Village</i></b>		<b><i>Vibrant Major Corridors</i></b>

**COMMITTEE ACTION:**

Unanimously Approved 6-0

**DATE:**

June 19, 2018

**BACKGROUND:**

One of Public Works core functions is our snow and ice management program. Keeping our streets safe during winter events is something the Department takes considerable pride in. One of the key variables in a successful snow and ice management program is rock salt. In a typical winter, we utilize approximately 1,500 tons of salt.

The Village has taken a number of approaches in securing our rock salt purchases in the past - State bid, County bid, open market, and emergency contracts. Over the past three years, the Village has elected to secure salt from two different sources (State of Illinois and DuPage County). This approach has provided us the ability to go to two different sources in a difficult winter, when securing extra salt is very difficult. This approach usually leads to two different prices that also gives us the ability to take advantage of maximizing our lower contract and minimizing our higher contract.

**KEY ISSUES:**

Earlier this year, staff submitted an application to extend our contract with the State of Illinois CMS for 500 tons rock salt. The State contract allows for an 80% minimum purchase (400 tons) and a maximum of 120% (600 tons). The unit cost from last year was \$46.65 per ton. The extension options allows for a 10% increase in cost. We are currently waiting on confirmation of price from the State.

Staff also participated in the DuPage County Joint purchase bid this year. Our commitment was also for 500 tons. DuPage County bid their contract in April. The lowest bidder for the County contract was The Detroit Salt Company, LLC of Detroit MI. The County contract allows for an 80% minimum purchase (400 tons) and a maximum of 130% (650 tons). The unit cost for last year was \$51.49 per ton. The unit cost for this year is **\$67.15** per ton.

Severity of Winter has a high impact on the cost of salt; mild winter - cheaper salt, harsher winter - pricier salt. The Village experienced a heavier winter this year and with it, an increased price in salt per ton.

The costs for the County Bid Contract would be as follows:

Minimum - 400 tons - \$26,860

Commitment - 500 tons - \$33,575

Maximum - 650 tons - \$43,647.50

*Both of these contracts are anticipated to be used once we deplete our current supply of salt. Our dome is currently filled with approximately 1,500 tons of salt. We are hoping to use this contract to re-fill our dome at*

*the end of the season.*

**ALTERNATIVES:**

Discretion of the Village Board.

**RECOMMENDATION:**

At the June 19, 2018 Committee of the Whole, the Committee unanimously recommended approval (6-0) of the Resolution.

**BUDGET IMPACT:**

The funds for salt purchase in CY2018 are allocated in the account no. 11050420-549990 (\$60,870).

**ACTION REQUIRED:**

Approval of the Resolution Authorizing the Execution of a Contract with The Detroit Salt Company, LLC for the Purchase of 500 Tons of Bulk Rock Salt in the Not-to-Exceed Amount of \$33,575.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
RES - Bulk Rock Salt Purchase 2018-2019 - DuPage County	6/12/2018	Resolution Letter
2018 - BID 18-093 - BID TABULATION - County	6/12/2018	Backup Material
2018 - BID 18-093 - DETROIT SALT BID - County	6/12/2018	Backup Material
State Commitment 4.2.2018	6/12/2018	Backup Material

**RESOLUTION NO.**  
**AUTHORIZING THE EXECUTION OF A CONTRACT**  
**WITH THE DETROIT SALT COMPANY, LLC**  
**FOR THE PURCHASE OF 500 TONS OF BULK ROCK SALT**  
**IN THE AMOUNT OF \$33,575**

WHEREAS the Village of Bensenville, in an effort to maintain safe and beautiful roadways for all those who pass through our Village performs snow and ice removal operations to achieve these goals, and

WHEREAS the Village purchases bulk rock salt as a vital component of our Snow and Ice Management Program, and

WHEREAS the Village has elected to take part in the DuPage County Joint Purchase Program for bulk rock salt, and

WHEREAS the Village has requested 500 tons of bulk rock salt through the program, and

WHEREAS the Village has elected to participate in the standard delivery option of this program allowing a purchase between 80% (400 tons) and 130% (650 tons) of the allocation, and

WHEREAS The Detroit Salt Company, LLC was the lowest responsible bidder as part of the DuPage County Joint Purchase Program at a unit price of \$67.15 per ton at a total cost to the Village of \$33,575.

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

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

SECTION TWO: The Village Board authorizes and approves this Resolution authorizing the execution of a contract with The Detroit Salt Company, LLC of Detroit, MI for the purchase of bulk rock salt in the amount of \$33,575 as part of the Village's snow and ice control operations.

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated June 26, 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

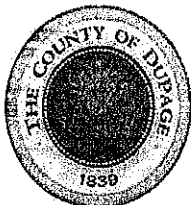
ABSENT: \_\_\_\_\_

**THE COUNTY OF DUPAGE**  
**# 18-093-JM BULK ROCK SALT**  
**BID TABULATION**  
**BID OPENING DATE: 04/25/18 - 2:30 p.m.**

	DETROIT SALT CO.		CARGILL, INC.		MORTON SALT, INC.		COMPASS MINERALS AMERICA, INC.	
	Standard Delivery Qty	Unit Price per Ton	Extended Total	Unit Price per Ton	Extended Total	Unit Price per Ton	Extended Total	Unit Price per Ton
Group 1 - DuPage County								
Standard Delivery	15,000	\$67.15	\$ 1,007,250.00	\$70.36	\$ 1,055,400.00	\$81.49	\$ 1,222,350.00	\$82.27
Unit Cost per Ton		\$75.23		Not Provided		\$81.49		\$92.27
130% -150% of Projected Usage								
Group 2A - Townships/Municipalities								
Early Delivery	7,096	\$67.15	\$ 476,496.40	\$70.36	\$ 499,274.56	\$81.49	\$ 578,253.04	\$82.27
Group 2B - Townships/Municipalities								
Standard Delivery	56,820	\$67.15	\$ 3,815,463.00	\$70.36	\$ 3,997,855.20	\$81.49	\$ 4,630,261.80	\$82.27
Unit Cost per Ton		\$75.23		Not Provided		\$81.49		\$92.27
130% -150% of Projected Usage								

NOTE: For both Group 1 – DuPage County and Group 2 – Townships/Municipalities, the minimum contract commitment is eighty percent (80%) of the standard delivery quantity.

Invitations Sent 42  
Potential Bidders Requesting Bid Documents 10  
Total Bid Responses Received 4  
Bid Opening Attended JM, CH



DuPage County Procurement Services Division  
421 North County Farm Road, Room 3-400  
Wheaton, Illinois 60187-3978  
Bulk Rock Salt #18-093-JM

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**THE COUNTY OF DUPAGE  
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received and time stamped by the Procurement Officer, for The County of DuPage ("County") on or before Wednesday, April 25, 2018 at 2:30 p.m. at Finance Department – Room 3-400, The County of DuPage, 421 N. County Farm Road, Wheaton, IL 60187-3978 for the following contract: BULK ROCK SALT #18-093-JM. Bid document, including specifications, may be obtained from the Finance Department by phone at 630-407-6181 or onsite during regular business hours at no cost or from the internet via [www.demandstar.com](http://www.demandstar.com). All bids must be received prior to the date and time shown above. Bids transmitted by email or facsimile (fax) will not be accepted.

Date	Bid Event Activity
April 09, 2018	Legal Notice Advertisement Placed
April 18, 2018 4:00 pm CST	Questions due to Buyer Email: <a href="mailto:joan.mcavoy@dupageco.org">joan.mcavoy@dupageco.org</a>
April 20, 2018 4:00pm CST	Final Q&A Addendum Published
April 25, 2018 2:30pm CST	Submittals Due to Finance Office

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COUNTY OF DU PAGE, ILLINOIS

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**COUNTY OF DU PAGE, ILLINOIS**

**PROJECT INFORMATION**

<b>PROJECT NAME:</b>	<b>BULK ROCK SALT</b>
<b>USER DEPARTMENT:</b>	<b>DIVISION OF TRANSPORTATION</b>

✓	<b>SUBMITTAL CHECKLIST</b> <b>(BID PACKET SHOULD BE RETURNED IN ITS ENTIRETY)</b>
	ORIGINAL BID WITH ONE (1) BUSINESS CARD ATTACHED
	TWO (2) COPIES WITH ONE (1) BUSINESS CARD ATTACHED TO EACH
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	REFERENCES
	PROPOSAL PRICING (INCLUDING UNIT PRICES, WHERE REQUIRED)
	CERTIFICATION/PROPOSAL SIGNATURE AFFIDAVIT PAGE, COMPLETED, WITH SEAL (IF CORPORATION) NOTARY PUBLIC AND AUTHORIZED SIGNATURE
	JOINT PURCHASING SECTION, COMPLETED
	<b>BID SECURITY/BID BOND FOR GROUP 1 – 5% SUBMITTED WITH BID</b>
	COMPLETED VENDOR ETHICS DISCLOSURE FORM
	COMPLETED IRS-Form W-9

<b>AWARDED CONTRACTOR REQUIREMENTS</b>	
PERFORMANCE BOND	20%, DUE WITHIN 10 DAYS OF NOTICE OF AWARD
CERTIFICATE OF INSURANCE	DUE WITHIN 15 DAYS OF NOTICE OF AWARD
ILLINOIS SECRETARY OF STATE CORPORATE/LLC CERTIFICATE OF GOOD STANDING FOR CURRENT YEAR	<a href="http://www.cyberdriveillinois.com/departments/business_services/howdoi.html">http://www.cyberdriveillinois.com/departments/business_services/howdoi.html</a>

Any communication regarding this invitation between the date of issue and date of award is required to go through the Buyer listed below (or, in the Buyers absence, the Procurement Officer).

**Unauthorized contact with other DuPage County staff or officers is strictly forbidden.**

<b>BUYER:</b>	<b>Joan McAvoy</b>	<b>PHONE:</b>	<b>(630) 407-6181</b>
<b>EMAIL:</b>	<b>Joan.mcavoy@dupageco.org</b>		

# COUNTY OF DU PAGE, ILLINOIS

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## INSTRUCTIONS TO BIDDERS

### ON-LINE NOTIFICATION OF SPECIFICATIONS:

This document is available over the Internet at [www.DemandStar.com](http://www.DemandStar.com) or [www.co.dupage.il.us](http://www.co.dupage.il.us), as well as from the Buyer listed in this document.

Businesses without Internet access may contact the Buyer listed on page 1.

Companies interested in doing business with the County are able to register and maintain their registration via the Internet at [www.DemandStar.com](http://www.DemandStar.com). Registration is not required but if you choose to register you will receive an automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will prevail.

### ON-LINE PROVIDER DISCLAIMER:

DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

### BID REQUIREMENTS:

All bids must be submitted on the blank bid form furnished with these contract documents and shall conform to the terms and conditions set forth in this Invitation to Bid (the ITB). Please make and retain a copy of your Bid Response for your records. The bid must be enclosed in a sealed envelope bearing the bid number and the printed title of the bid. **Bidders must sign, in ink, the bid form where indicated and have the signature notarized.**

Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

### ALTERNATE/EQUAL BIDS:

The specifications cannot cover precisely all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "NO SUBSTITUTIONS," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "NO SUBSTITUTIONS," is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature and bid must be clearly marked as an ALTERNATE.

Bidders submitting alternate items, of equal specifications, may be requested to provide samples of the item they intend to supply for testing. The Procurement Officer of DuPage County shall be the sole judge to determine whether the alternate item is actually equal to the item identified in the specifications, and the Procurement Officer's decision will be final and binding.

Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County.

The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.

### COMPETITION INTENDED:

It is the County's intent that this Invitation to Bid (ITB) permits competition. It shall be the bidder's responsibility to advise the Buyer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source. Such notification must be received by the Buyer no later than seven (7) days prior to the date set for bids to close.

**COMPLIANCE WITH ILLINOIS STATE LAW:**

By submitting a response, bidder [offeror] certifies that it has obtained any and all required authorizations, certifications, and/or licenses required by law in order to perform the work described herein and transact business within the State of Illinois. This includes, but is not limited to, in the case of a foreign business corporation, limited liability company, limited partnership, or limited liability partnership, authorization from the Illinois Secretary of State to transact business within the State of Illinois.

**DEVIATIONS:**

The County of DuPage reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of an item bid, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.

**EXCEPTIONS:**

Exceptions will be considered up to the deadline listed in Project Information. Exceptions must be fully described, on the Bidder's letterhead and signed; exceptions must reference the bid number and the specification, contract term or other portion of the Invitation to Bid which is being accepted. If the Bidder wishes to propose terms and conditions or alternative paperwork it must do so as an exception. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; by its submission, the Bidder agrees that if selected, it will be bound by same. No exceptions or changes to contract terms will be accepted with the bid.

**EXAMINATION BY BIDDER:**

The Bidder shall, before submitting his bid, carefully examine the bid and specifications. If his bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions.

Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the County, such information represents only the opinion of the County of DuPage as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The County of DuPage does not warrant the accuracy or the sufficiency of the information and assumes no responsibility therefore.

**ELECTRONIC TRANSMITTALS:**

Facsimile and/or e-mail transmitted bids will not be accepted by the County of DuPage.

**INTERPRETATION OF CONTRACT DOCUMENTS:**

If a potential Bidder is uncertain as to the meaning of any part of the specifications of this ITB, the Bidder is expected to contact the Procurement Services Division up to the deadline listed on the Project Information page for Exceptions to Bids.

**PREPARATION OF BIDS:**

The Bidder shall return his bid on the attached bid forms. It must be returned with all pages intact. Please make and retain a copy of the signed bid for your records. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, shall be correctly filled in. Either a unit price or a lump sum price, or both as the case may be, shall be stated for each and every item, either typed in or printed in ink, in figures, and if required in words. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

When a bid consists of a number of items, prices must be submitted for all items unless otherwise directed in the Special Conditions.

Where unit prices are to be bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the bid and shall indicate the same on the proposal pricing page. The Bidder must bid in accordance with the unit(s) of measure called for unless deviation procedure is followed. All extensions and total sums are

## COUNTY OF DU PAGE, ILLINOIS

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subject to verification by the County and the correct extensions and sums will be used in the comparison of bids. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail.

Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award. The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared on the basis of the number of units stated in the Bid Pricing Section. Contract payment for unit price items will be based on the actual number of units delivered.

In certain cases, amounts are to be shown in both words and figures. When discrepancies occur between the "Written in Words" and the "In Figures" amounts for the total lump sum bid amount, the "Written in Words" shall govern.

Bidders are warned against making any erasures or alterations of any kind, and bids that contain omissions, erasures, conditions, or alterations may be rejected. The bidder must fill in all blanks. Use "N/A" or "None" where applicable.

If the Bidder is a corporation, the President shall execute the bid. In the event that the bid is executed by anyone other than the President, a certified copy of that section of the corporate bylaws or other authorization by the corporation, which permits the person to execute the offer for the corporation, shall be submitted.

If the Bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Procurement Officer shall be submitted.

If the Bidder is a sole proprietor, the owner shall execute the bid.

A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1 et seq.

### **SUBMISSION OF BIDS:**

The Bidder shall be responsible for delivery of bids to the Procurement Services Division before the date and hour set for the opening of bids. Late bids will not be considered and will be returned unopened.

All bids must be received in sealed envelopes that have your name and address in the UPPER left corner and the attached label filled in and pasted on the LOWER left corner.

Bids mailed "EXPRESS MAIL" must have bid number and due date on the outside of the EXPRESS MAIL envelope.

You must allow sufficient time for processing through the County's internal mailroom system.

### **PROPRIETARY INFORMATION:**

Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The County will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

### **CONTRACT AWARD INFORMATION:**

The successful bidder will be asked to sign a contract agreement (sample attached).

## COUNTY OF DU PAGE, ILLINOIS

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If the bidder wishes to propose terms and conditions or alternative paperwork he must do so as an exception (see EXCEPTIONS above).

Award notification will be sent to the vendor receiving the award via mail, e-mail or fax. Award status can be viewed at [www.DemandStar.com](http://www.DemandStar.com).

Response summaries will be available over the Internet at [www.DemandStar.com](http://www.DemandStar.com). This summary information will include bids that were delivered by the required bid opening date and time.

The above bid status information can also be obtained by contacting the Buyer.

**END OF INSTRUCTIONS TO BIDDERS**

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## COUNTY OF DU PAGE, ILLINOIS

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### GENERAL CONDITIONS

#### **ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB):**

If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. If revisions are made after any mandatory Pre-Bid conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference.

Addendum information is available over the internet at [www.DemandStar.com](http://www.DemandStar.com). Adobe Acrobat® Reader may be required to view this document. We strongly suggest that you check for any addendum a minimum of forty-eight (48) hours in advance of the bid deadline.

#### **APPLICABLE CODES AND ORDINANCES:**

Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

#### **CHANGES:**

The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

Illinois law requires that changes in excess of \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

#### **COMMENCEMENT OF WORK:**

The successful Contractor must not commence any billable work prior to the County's execution of the contract or until any required documents have been submitted. Work done prior to these circumstances shall be at the Contractor's risk.

#### **COMMUNICATIONS:**

To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the County personnel concerning this solicitation or the evaluation process, must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with other County employees or officers is permitted unless expressly authorized by the Buyer issuing the solicitation. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

Questions will be answered within two (2) business days via email with a return reply acknowledging receipt of the email requested. Questions and answers regarding the Scope of Work/Specifications will be shared with all bidders.

**All contact with the Buyer issuing this solicitation, regarding this document, must be in writing by email; email "Subject:" line must contain Bid Number.**

#### **CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:**

It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

## COUNTY OF DU PAGE, ILLINOIS

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### **CONTRACTOR PERFORMANCE:**

The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, Contract Specifications and Attached Exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

### **DISCIPLINE:**

Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the Subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

### **DRUG FREE WORKPLACE:**

The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

### **ENDORSEMENTS:**

Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

### **F.O.B.:**

All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

### **FORCE MAJEURE:**

The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

### **HOLDING OF BIDS:**

Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the County's loss in re-bidding.

### **INDEMNITY:**

The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited due to the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred because of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions or negligent acts.

## COUNTY OF DU PAGE, ILLINOIS

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The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. due to indemnification or insurance.

### **LAW GOVERNING:**

The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

### **LIENS, CLAIMS, AND ENCUMBRANCES:**

Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

### **LOBBYIST REGISTRATION:**

Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.

### **MSDS:**

When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.

### **MISCELLANEOUS REQUIREMENTS:**

The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

### **NON-DISCRIMINATING:**

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

### **PATENTS:**

Contractor undertakes and agrees to defend at Contractor's own expense all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein.

### **PAYMENT:**

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

### **PROTEST:**

No protest shall be based on a matter or issue which could have been raised as an exception prior to bid opening.

Any protest concerning the award of a contract shall be decided by the Procurement Officer. Protests shall be made in writing to the Procurement Services Division and shall be filed within three (3) business days of final approval and acceptance of the bid by the County Board. A protest is considered filed when received by the Procurement Services Division. The written protest shall include the name and address of the protestor, the ITB number, a statement of the specific reasons for the protest and supporting exhibits. The procurement Officer will respond to the written protest within seven (7) days. The Procurement Officer's decision relative to the protest shall be final.

## COUNTY OF DU PAGE, ILLINOIS

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Upon receipt of a protest the County may, but is not required to, delay its order under the awarded contract.

### **RESERVATION OF RIGHTS:**

The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of DuPage. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.

The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

### **TAX:**

The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.

### **TERMINATION, CANCELLATION AND DAMAGES:**

This contract may be terminated upon mutual agreement of both parties.

The County may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency situation, as determined in the County's sole discretion, the Contractor shall be given notice and a five (5) day opportunity to correct before the termination becomes effective.

If the County terminates this Contract because of the Contractor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Contractor under this bid or any unrelated contract.

If the County of DuPage fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges, provided Contractor received at least thirty (30) days prior written notice of termination.

### **TRANSFER OF OWNERSHIP OR ASSIGNMENT:**

The terms and conditions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of DuPage must be notified and approve the same in writing.

### **VENUE:**

By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

### **WARRANTY:**

Complete warranty information detailing period and coverage must be submitted.

## **END OF GENERAL CONDITIONS**

COUNTY OF DU PAGE, ILLINOIS

SPECIAL CONDITIONS

**ACCURACY DISCLAIMER:**

The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

**BID SECURITY/PERFORMANCE BOND – GROUP 1 ONLY**

Each bid shall be accompanied by a Bid Security in the form of (a) Bid Bond or (b) a certified or cashier's check or money order payable to the order of the DuPage County Treasurer. The Bid Security shall be in an amount of not less than five percent (5%) of the total bid, as a guarantee that the Bidder will, within 10 days after the date of the conditional award of a contract, provide a Performance Bond as required by the Bid Documents. Any bid submitted without the required Bid Security, will not be read after it is opened.

Bid Bonds shall be duly executed by the Bidder as principal and have a surety thereon a surety company, approved by the County, having the minimum equivalent of a Best and Company A-V Rating.

If an intended Awardee fails to furnish any bond or insurance or document required by the Bid Documents, the Bid Security submitted with its bid shall be forfeited as liquidated damages.

The Contractor shall within 10 days of the Notice of Award furnish a Performance Bond in an amount equal to twenty percent (20%) of total bid amount, conditioned upon the faithful performance of all covenants and stipulations included in these bid documents and holding good until the completion of the contract to protect the County of DuPage against inadequate performance per all requirements of the Bid Documents. The Performance Bond shall remain in effect for one year from the issuance of a Purchase Order or until completion of the Contract period, whichever is longer.

The Contractor shall provide an extension of or an additional Performance Bond, upon each mutually agreed upon contract renewal.

**JOINT PURCHASING:**

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES \_\_\_\_\_ NO   X  

State any other requirements that they would have to meet beyond that of our Bid invitation and specification.

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NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

## COUNTY OF DU PAGE, ILLINOIS

### **RENEWAL & EXTENSION:**

The contract may be subject to three (3) additional twelve (12) month renewal periods provided there is no change in the terms, conditions, specifications, and prices and if such renewals are mutually agreed to by both parties. **In no event, shall the term plus renewals exceed four (4) years.**

### **SPLIT BIDS:**

Contractors may bid on one or more categories. The County of DuPage reserves the right to award by total bid, by single item or by any combination of items, in accordance with our language in the Bid Document relating to Contractor selection (or rejection) in the best interest of the County of DuPage.

### **TERMINATION:**

1. Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of Vendor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
2. Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
3. Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

### **THIRD PARTY AGREEMENT**

The County shall not enter a third party rental agreement and reserves the right to disqualify a vendor so bidding.

### **USAGE REPORTS:**

Vendor may be required to submit a semi-annual report on orders placed against the contract. The report format shall contain the vendor's name, item number and term of contract at the top of the page. The report shall indicate the period covered by the report starting from the date the first order is received and ending with the date it is prepared. The report must be organized as follows:

DELIVERY LOCATION	DELIVERY DATE	DELIVERY TICKET NUMBER	QUANTITY (TONS)	UNIT PRICE	EXTENSION
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Vendor may from time to time be requested to produce reports within a particular time frame, i.e. fiscal year. These reports must be furnished within seven (7) days of request.

These reports are to be forwarded to:	DuPage County Division of Transportation Darcie Garza 140 North County Farm Road Wheaton, IL 60187
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### **VENDOR QUALIFICATIONS:**

Vendor will provide a general history, description and status of their Company.

**END OF SPECIAL CONDITIONS**

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COUNTY OF DU PAGE, ILLINOIS

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**INSURANCE REQUIREMENTS**

Upon notice of acceptance of proposal, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a Certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County and licensed to do business in the State of Illinois, and with a minimum insurance rating of A-VII as found in the current edition of A.M. Best's Key Rating Guide. **All required insurance shall be maintained by the contractor in full force and effect during the life of the contractor, and until such a time as all work has been approved and accepted by the County.** The Contractor is responsible for all insurance deductibles and Self-Insured relations.

TYPE OF INSURANCE		MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1.	Workers Compensation	Statutory
2.	Employers Liability	
	A. Each Accident	\$ 1,000,000
	B. Each Employee-disease	\$ 1,000,000
	C. Policy Aggregate-disease	\$ 1,000,000
3.	* Commercial General Liability	
	A. Per Occurrence	\$ 2,000,000
	B. General Aggregate	
	1. General Aggregate- Per project	\$ 2,000,000
	2. General Aggregate - Products/ Completed Operations	\$ 2,000,000
4.	Personal and Advertising Injury	\$ 1,000,000
	Each Occurrence	\$ 1,000,000
5.	Fire Legal Liability (any one fire)	\$ 100,000
6.	Medical Expense (any one person)	\$ 5,000
7.	* Umbrella Excess Liability (over primary)	\$ 1,000,000
	Retention for Self-Insured Hazards (each occurrence)	\$ 1,000,000
8.	* Business Auto Liability	\$ 1,000,000

**\*In addition to a Certificate of Insurance the following Endorsements are needed:**

**"Additional Insured" Endorsement,**

**"Waiver of Subrogation" and**

**"Insurance is Primary and Non-Contributory to additional Insured" Excess must Follow GL Form.**

**If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.**

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

- NOTE:
- A) It is the responsibility of Contractor to provide a copy of this PROPOSAL to their insurance carrier.
  - B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.

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## COUNTY OF DU PAGE, ILLINOIS

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C) No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance.

The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

### **CHANGES IN INSURANCE COVERAGE:**

The Contractor will immediately notify the County if any insurance has been cancelled, materially changed, or renewal has been refused and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits. If suspension of work should occur due to insurance requirements, upon verification by the County of the required insurance the County will notify Contractor when they can proceed with the work. Failure to provide and maintain the required insurance coverage(s) and limits could result in immediate cancellation of the contract and the Contractor shall accept and bear all costs that may result due to the Contractors failure to provide and maintain the required insurance.

### **INSURANCE RATING:**

All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

### **SURVIVAL OF INDEMNIFICATION:**

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

### **NOTICE OF LAWSUIT:**

Within 5 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

### **CHOICE OF LEGAL COUNSEL:**

The Contractor shall provide coverage as provided in the contract, if the County, an Employee, or Elected Official is named in a lawsuit then the County retains the right to choose legal counsel subject to the approval of the County and appointment by the State's Attorney of DuPage County.

### **RIGHTS RETAINED:**

Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to the County.

### **Insurance certificates must reference project name and BID NUMBER**

The County of DuPage shall be named in "Description of Operations..." section, as additionally insured on all certificates of insurance. Insurance certificates shall also reference PROJECT NAME and BID NUMBER.

coverages should be emailed (and hard copy mailed) to:

DuPage County Procurement Services Division  
Joan McAvoy, Buyer  
joan.mcavoy@dupageco.org  
TX: (630) 407-6181  
FX: (630) 407-6201

## **END OF INSURANCE REQUIREMENTS**

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COUNTY OF DU PAGE, ILLINOIS

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**SPECIFICATIONS**

**BID #18-093-JM**

**BULK ROCK SALT**

This bid is to furnish and deliver bulk rock salt for snow and ice control, for a one (1) year term, in accordance with the AASHTO Specification M143, Sodium Chloride Type 1, Grade 1. Bulk rock salt shall be 95 to 98 percent pure sodium chloride. Maximum moisture content shall be no more than two and a half percent (2.5%).

Bulk rock salt not meeting the standards listed in these Specifications shall be subject to rejection by DuPage County.

**BID AWARD CRITERIA:**

DuPage County reserves the right to award a contract(s) to the lowest responsive, responsible bidder(s) by total bid amount, by Group 1, whichever is in the best interest of DuPage County. DuPage County will only consider unit pricing in the 130%-150% range, in the event of a tie.

Group 2 will be awarded by each individual township/municipality.

**COUNTY AUTHORIZED REPRESENTATIVE:**

The County authorized representative for this bid is Darcie Garza, CPPB, reachable at 630-407-6920 or her authorized designee.

**DELIVERY REQUIREMENTS:**

Orders are generally expected to be received within three (3) working days from date of order.

**Normal deliveries shall be made between the hours of 6:00 a.m. and 2:30 p.m., Monday through Friday. Arrangements can be made for after hours and weekend deliveries to maintain a prompt order delivery schedule.**

All order releases shall be delivered to completion, unless mutually agreed upon by the County of DuPage and the awarded Contractor.

All salt deliveries shall be made with trucks equipped with tailgate dump trailers.

All trucks shall be covered with approved waterproof material. The contractor will ensure that upon delivery, the driver shall inspect the inside of the trailer and will confirm that all salt has been removed from the trailer before leaving the point of delivery. The contractor shall ensure that all weights and measures shown on the delivery tickets are correct. DuPage County Division of Transportation reserves the right to require that delivery trucks be directed to a scale in the vicinity to check the accuracy of loads being delivered.

The actual tonnage delivered by the Contractor shall be within 20 (twenty) tons of the requested tonnage for each order.

The Contractor shall notify the Division of Transportation and any participating municipality of the trucking firm that will be delivering the salt, as well as a contact name, address and phone number of said trucking firm. The Contractor shall supply the same information for the terminal location, as well. Ultimately, all delivery responsibility will fall upon the Awarded Contractor. It will be their responsibility to accept order releases and communicate order information to the designated trucking firms and terminals.

Deliveries of rock salt will be required to be free of any foreign materials (i.e. mud, rocks, wood, tarpaulins, etc.). Cause for rejection and removal shall be made known within two (2) working days to the Contractor. Loads contaminated with foreign material will be replaced at the Contractor's expense within five (5) working days.

All salt is to be lump free. No salt with lumps larger than two (2) inches in diameter will be accepted. Loads with lumps larger than two (2) inches shall be replaced at the Contractor's expense within five (5) working days.

## COUNTY OF DU PAGE, ILLINOIS

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### **INVOICING:**

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

### **LIQUIDATED DAMAGES:**

From December 1, 2018 through April 30, 2019, if the Contractor is unable to make delivery within seven (7) calendar days from the date of order, DuPage County shall have the right to retain \$.20 per ton, per calendar day as liquidated damages on the undelivered portion of the order. An order placed prior to 12:00 noon on any business day (Monday through Friday, except Holidays) would be considered as the first calendar day of the seven (7) day delivery period. For orders placed after 12:00 noon on a given day, the following day would be considered the first calendar day of the seven (7) day delivery period. If after seven (7) days of liquidated damage assessment, the Contractor has still failed to deliver as required, DuPage County shall reserve the right to take action to remedy the failure of Contractor performance without prior notification of such failure. This may include termination of the order and purchase of salt from other sources, or to take action consistent with public safety as needed to continue business. Any or all additional costs may be collected from the Contractor, in addition to any liquidated damage.

### **ORDERING:**

Group 1 - DuPage County will place a minimum of 500 tons at a given time. All individual releases will be placed with the terminal.

Group 2 - 500-ton minimum will be waived. All individual releases will be placed with the terminal.

Orders for tonnage will be placed with the successful qualified bidder beginning June 1, 2018. All salt will be delivered by May 31, 2019. No further orders will be given after that date unless authorized by the County Authorized Representative or designee. Contract renewals will incorporate similar timelines for consecutive years.

### **QUANTITIES:**

DuPage County Division of Transportation has included a quantity which is an estimate only, for Standard Delivery. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (**STANDARD DELIVERY**). DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

The Townships/Municipalities (Group 2) intend to make initial orders as indicated under Group 2 with delivery expected by 11/30/18. Bidders are required to provide a unit price for this 100% guaranteed delivery. (**EARLY DELIVERY**). The Townships/Municipalities section has included an additional quantity which is an estimate only. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (**STANDARD DELIVERY**). The Townships/Municipalities agree to purchase at least 80% of the quantity shown. If the Townships/Municipalities do not utilize or order the 80%, the Townships/ Municipalities will pay for the 80% and it will be stored at the terminal, for delivery to the Townships/ Municipalities at a later date. This will be handled at no additional charge to the Townships/ Municipalities.

### **THIRD PARTY OR ACTING IN THE BEST INTEREST OF THE CITIZENS OF DUPAGE COUNTY:**

In cases where other governmental agencies in DuPage County are unable to obtain bulk rock salt, DuPage County Division of Transportation reserves the rights and obligation to sell salt or give salt (to be reimbursed at a later date) to governmental agencies without any recourse from the Awarded Contractor. This will be done at the contracted cost given to DuPage County Division of Transportation by the Awarded Contractor and at no time shall a profit be made by DuPage County Division of Transportation.

### **STOCKING REQUIREMENTS:**

Within thirty (30) days of the notice of award (issuance of purchase order) the Contractor will be required to provide DuPage County with their salt source and local terminal information. One hundred thirty percent (130%) of the standard delivery quantity listed will be required to be in stock at a local terminal by December 1, 2018. This requirement shall be fulfilled each December 1st, with each contract renewal.

DuPage County reserves the right to inspect the awarded Contractor's local terminal to verify for quantity and condition of salt, as required in the Specifications.

## COUNTY OF DU PAGE, ILLINOIS

### PRICING:

The Contractor is to provide a unit price per ton. DuPage County will require a 5% bid security to be submitted with the bid, The Awarded Contractor will also be required to furnish a 20% Performance Bond and Certificate of Insurance, within 10 days of the Notice of Award (as outlined in the Special Conditions). Similar conditions will apply to Group 2.

### GROUP 1 – DUPAGE COUNTY:

All Product to be shipped F.O.B. Delivered, freight prepaid, 140 N. County Farm Road, Wheaton, IL 60187 or 7900 S. Rt. 53, Woodridge, IL 60517.

**STANDARD DELIVERY** – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. The DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date.

This will be handled at no additional charge to the County.

### **SHIPPING AND BILLING INFORMATION:**

<b>BILL TO ADDRESS:</b>	<b>SHIP TO ADDRESS:</b>
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 FX: (630) 407-6962	DuPage County Division of Transportation Attn: Darcie Garza, CPPB 140 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6920 FX: (630) 407-6921
Same	DuPage County Public Works Attn: Darcie Garza, CPPB 7900 S. Rt. 53 Woodridge, IL 60517 TX: (630) 407-6920 FX: (630) 407-6921

### GROUP 2 – TOWNSHIPS/MUNICIPALITIES

All Product to be shipped F.O.B. Delivered, freight prepaid, to the locations listed. Each Township/Municipality will make an independent determination on whether it will enter this agreement with the Awarded Contractor.

**A – EARLY DELIVERY** – 100% Confirmed quantities. Delivery by November 30, 2018.

**B – STANDARD DELIVERY** – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. If the Township/Municipality agrees to enter an agreement with the Awarded Contractor, the Township/Municipality agrees to purchase at least 80% of the quantity shown. If the Township/ Municipality does not utilize or order the 80%, the Township/ Municipality will pay for the 80% and it will be stored at the terminal, for delivery to the Township/ Municipality at a later date. This will be handled at no additional charge to the Contracting Township/Municipality.

**COUNTY OF DU PAGE, ILLINOIS**

Location	Bill To:	Ship To:	A-100% Confirmed Quantities – Delivery before 11/30/2018 (Early Delivery)	80-130% Estimated Quantities (Standard Delivery)
Addison Township	411 W. Potter Wood Dale, IL 60191	411 W. Potter Wood Dale, IL 60191		500 Tons
Addison, Village of	1491 W. Jeffrey Drive Addison, IL 60101-4331	1491 W. Jeffrey Drive Addison, IL 60101-4331		2000 Tons
Aurora, City of	44 E. Downer Place Aurora, IL 60507	City of Aurora Central Garage 720 N. Broadway Aurora, IL 60505 or 2112 Montgomery Rd Aurora, IL 60504		7500 Tons
Bartlett, Village of	1150 Bittersweet Drive Bartlett, IL 60103	1150 Bittersweet Drive Bartlett, IL 60103 or 315 E. Devon Ave. Bartlett, IL 60103		1100 Tons
Bensenville, Village of	717 E. Jefferson St. Bensenville, IL 60106	717 E. Jefferson St. Bensenville, IL 60106		500 Tons
Bloomingtondale Township	6N030 Rosedale Ave. Bloomingtondale, IL 60108	6N030 Rosedale Ave. Bloomingtondale, IL 60108		1000 Tons
Bloomingtondale, Village of	201 S. Bloomingtondale Rd Bloomingtondale, IL 60108	305 Glen Ellyn Road Bloomingtondale, IL 60108		1500 Tons
Burr Ridge, Village of	451 Commerce St. Burr Ridge, IL 60527	9400 Garfield Ave. Burr Ridge, IL 60527		1800 Tons
Carol Stream, Village of	124 Gerzevske Lane Carol Stream, IL 60188	124 Gerzevske Lane Carol Stream, IL 60188		2350 Tons
Clarendon Hills	1 N. Prospect Ave. Clarendon Hills, IL 60514	452 Park Ave. Clarendon Hills, IL 60514		320 Tons
Darien, City of	1041 S. Frontage Road Darien, IL 60561	1041 S. Frontage Road Darien, IL 60561		3000 Tons
Downers Grove Township	4340 Prince St. Downers Grove, IL 60515	318 E. Quincy Westmont, IL 60559		1200 Tons
Downers Grove, Village of	5101 Walnut Ave. Downers Grove, IL 60515	5101 Walnut Ave Downers Grove, IL 60515	4000 Tons	
DuPage Airport Authority	2700 International Drive, Suite 200 West Chicago, IL 60185	2751 Aviation Ave. West Chicago, IL 60185	96 Tons	
Elmhurst, City of	985 S. Riverside Drive Elmhurst, IL 60126	985 S. Riverside Drive Elmhurst, IL 60126		3000 Tons
Glen Ellyn, Village of	30 S. Lambert Glen Ellyn, IL 60137	30 S. Lambert Glen Ellyn, IL 60137		1900 Tons
Hanover Park, Village of	2121 W. Lake St. Hanover Park, IL 60133	2041 Lake St. Hanover Park, IL 60133		1500 Tons
Hinsdale, Village of	19 E. Chicago Ave. Hinsdale, IL 60523	225 Symonds Drive Hinsdale, IL 60521		700 Tons
Itasca, Village of	411 N. Prospect Ave. Itasca, IL 60143	411 N. Prospect Ave. Itasca, IL 60143		800 Tons
Lisle Township	4719 Indiana Ave. Lisle, IL 60532	4719 Indiana Ave. Lisle, IL 60532		1000 Tons

**COUNTY OF DU PAGE, ILLINOIS**

Location	Bill To:	Ship To:	A - 100% Confirmed Quantities Delivery before 11/30/2018 (Early Delivery)	B - 80-130% Estimated Quantities (Standard Delivery)
Lisle, Village of	925 Burlington Lisle, IL 60532	4905 Yackley Ave. Lisle, IL 60532		1800 Tons
Lombard, Village of	255 E. Wilson Ave. Lombard, IL 60148	1135 N. Garfield Lombard, IL 60148		2000 Tons
Milton Township	23W040 Poss St. Glen Ellyn, IL 60137	23W040 Poss St. Glen Ellyn, IL 60137		1400 Tons
Naperville Township	31W331 North Aurora Rd. Naperville, IL 60563	31W331 North Aurora Rd. Naperville, IL 60563		400 Tons
Oakbrook, Village of	1200 Oak Brook Road Oak Brook, IL 60523	3003 Jorie Blvd. Oakbrook, IL 60523		750 Tons
Schaumburg, Village of	101 Schaumburg Ct. Schaumburg, IL 60193	714 S. Plum Grove Road Schaumburg, IL 60193	3000 Tons	4000 Tons
Villa Park, Village of	20 S. Ardmore Ave. Villa Park, IL 60181	729 N. Ardmore Ave. Villa Park, IL 60181		200 Tons
Warrenville, City of	3S258 Manning Ave. Warrenville, IL 60555	3S346 Mignin Drive Warrenville, IL 60555		1300 Tons
Wayne Township	4N230 Klein Road West Chicago, IL 60185	4N230 Klein Road West Chicago, IL 60185		500 Tons
West Chicago, City of	475 Main St. West Chicago, IL 60185	135 W. Grandlake Blvd. West Chicago, IL 60185 or 119 W. Washington St. West Chicago, IL 60185		2000 Tons
Westmont, Village of	31 W. Quincy St. Westmont, IL 60559	39 E. Burlington Ave. Westmont, IL 60559		1000 Tons
Wheaton, City of	303 W. Wesley, PO Box 727 Wheaton, IL 60187	821 Liberty Drive Wheaton, IL 60189		3300 Tons
Willowbrook, Village of	835 Midway Drive Willowbrook, IL 60527	700 Willowbrook Centre Parkway Willowbrook, IL 60527		700 Tons
Winfield, Village of	27W465 Jewell Road Winfield, IL 60190	0S040 Wynwood Road Winfield, IL 60190		400 Tons
Winfield Township	P.O. Box 617 West Chicago, IL 60185	30W575 Roosevelt Rd. West Chicago, IL 60185		1500 Tons
Wood Dale, City of	404 N. Wood Dale Road Wood Dale, IL 60191	720 N. Central Ave. Wood Dale, IL 60191		700 Tons
Woodridge, Village of	One Plaza Drive Woodridge, IL 60517	One Plaza Drive Woodridge, IL 60517		2200 Tons
York Township	19W475 Roosevelt Road Lombard, IL 60148	19W475 Roosevelt Road Lombard, IL 60148		1000 Tons

**END OF SPECIFICATIONS**

**COUNTY OF DU PAGE, ILLINOIS**

**BID FORM  
PROCUREMENT SERVICES DIVISION  
BID #18-093-JM  
BULK ROCK SALT**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

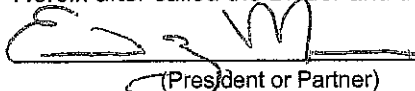
Full Name of Bidder	The Detroit Salt Company
Main Business Address	12841 Sanders St.
City, State, Zip Code	Detroit, MI 48217
Telephone Number	313-841-5144
Fax Number	313-841-0466
Bid Contact Person	Sarah Sanchez
Email Address	sales@detroitssalt.com

TO: The DuPage County Procurement Services

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor      ☐ a Member authorized to sign on behalf of the Partnership      ☐ an Officer of the Corporation      ☐ a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

  
\_\_\_\_\_  
(President or Partner)

\_\_\_\_\_  
(Vice-President or Partner)

\_\_\_\_\_  
(Secretary or Partner)

\_\_\_\_\_  
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

## COUNTY OF DU PAGE, ILLINOIS

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The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. *(Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)*

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

**COUNTY OF DU PAGE, ILLINOIS**

**BID FORM PRICING  
 BID #18-093-JM  
 BULK ROCK SALT**

**GROUP 1 – DUPAGE COUNTY**

**STANDARD DELIVERY:**

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	15,000 TONS	\$ 67.15 /TON	\$ 1,007,250
<b>TOTAL GROUP 1</b>			<b>\$ 1,007,250</b>

**UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE**

**\$ 75.23 PER TON**

**GROUP 2 – TOWNSHIPS/MUNICIPALITIES**

**A – EARLY DELIVERY:**

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	7,096 TONS	\$ 67.15 /TON	\$ 476,496.40
<b>TOTAL GROUP 2 –A</b>			<b>\$ 476,496.40</b>

**B – STANDARD DELIVERY:**

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	56,820 TONS	\$ 67.15 /TON	\$ 3,815,463
<b>TOTAL GROUP 2 –B</b>			<b>\$ 3,815,463</b>

**UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE**

**\$ 75.23 PER TON**

<b>TOTAL GROUP 2 (A+B)</b>	<b>\$ 4,291,959.40</b>
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COUNTY OF DU PAGE, ILLINOIS

BID FORM SIGNATURE PAGE

BID #18-093-JM  
BULK ROCK SALT

TOTAL BID AMOUNT - GROUP 1: \$ 1,007,250  
Total (in figures)

One million seven thousand two hundred and fifty Dollars and Zero Cents.  
Total (In words)

TOTAL BID AMOUNT - GROUP 2: \$ 4,291,959.40  
Total (in figures)

Four million two hundred ninety one thousand nine hundred fifty nine Dollars and Forty Cents.  
Total (In words)

The Contractor agrees to provide the services as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained.

Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X [Signature]  
(Signature and Title)

CORPORATE SEAL  
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 23<sup>rd</sup> day of April AD, 2018

[Signature] My Commission Expires: 3/17/22  
(Notary Public)

KAREN BROOKS  
Notary Public, State of Michigan  
County of Monroe  
My Commission Expires Mar. 17, 2022  
Acting In the County of DuPage

SEAL

## COUNTY OF DU PAGE, ILLINOIS

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### VENDOR ETHICS DISCLOSURE

The Vendor Ethics Disclosure Statement can be found on the next page and on the County's Internet site under Contractor Forms in the Procurement section. The most current version of the form should always be utilized. There is also another form for additional pages; all pages are Adobe fillable forms.

**Continuing Disclosure:** It is the contractor/vendor's responsibility to update contribution information on an ongoing basis during the life of the contract. The vendor is required to submit an updated Ethics Disclosure Statement to the user department any time contributions are made to the Chairman or County Board Members subsequent to the most recent authorized contract action.

**Failure to Comply:** Failure to provide the requested information will at minimum delay awarding of the contract and could result in the selected vendor being disqualified as non-responsive and non-responsible.

Providing fraudulent information on the Vendor Ethics Disclosure Statement may result in a Class 3 Felony.

**Contribution:** A gift, subscription, dues, loan, advance, or deposit of money or anything of value, including services, knowingly received in connection with the nomination for election or election of any person to County office.

**Multi-year contracts:** Those contracts with a duration greater than 12 months require annual updates, to be filed by the vendor with the user department, and forwarded to Procurement. The reporting period should be the current and previous calendar years.

**Prohibited Source:** Any person or entity who (i) is seeking official action by the Chairman, County Board member or in the case of an employee, by the employee or by the Chairman or County Board member, or another employee directing that employee; (ii) does business or seeks to do business with the Chairman, County Board member, or employee (iii) conducts activities regulated by the Chairman, County Board member, or employee (iv) has interests that may be substantially affected by the performance or non-performance of the official duties of the Chairman, County Board member, or employee (v) is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act or the DuPage County Lobbyist Registration Act, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its member or serves on its board of directors (vi) is a Political Action Committee to which a prohibited source has been contributed.

# COUNTY OF DU PAGE, ILLINOIS



## Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 4/23/18

Bld/Contract/PO #: #18-093-JM

Company Name: <b>The Detroit Salt Company</b>	Company Contact: <b>Gabrielle Hopkins</b>
Contact Phone: <b>313-841-5144</b>	Contact Email: <b>sales@detroitssalt.com</b>

**The DuPage County Procurement Ordinance requires the following written disclosures prior to award:**

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions

☒ **NONE (check here) - If no contributions have been made**

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x					
x					

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x			
x			

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

**Continuing disclosure is required, and I agree to update this disclosure form as follows:**

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

**The full text for the county's ethics and procurement policies and ordinances are available at:**

<http://www.dupageco.org/CountyBoard/Policies/>

**I hereby acknowledge that I have received, have read, and understand these requirements.**

Authorized Signature

Printed Name

Emanuel Z. Manos

Title

President

Date

4/23/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page **1** of **1** (total number of pages)

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**The Detroit Salt Company L.C.**

2 Business name/disregarded entity name, if different from above  
**Detroit Salt Company, LLC**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**12841 Sanders Street**

6 City, state, and ZIP code  
**Detroit, MI 48217**

7 List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

3	8	-	3	3	4	1	4	8	4
---	---	---	---	---	---	---	---	---	---

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*Richard L. LaBut*

Date ►

*3/16/18*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**COUNTY OF DU PAGE, ILLINOIS**

**REFERENCES**

The bidder must list three (3) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months. Additional references may be required.

<b>COMPANY NAME:</b>	See Attached Reference Sheet
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>NUMBER OF YEARS IN BUSINESS</b>	
------------------------------------	--

## COUNTY OF DU PAGE, ILLINOIS

### SAMPLE CONTRACT AGREEMENT CONTRACT # 18-093-JM BETWEEN [CONTRACTOR] AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and \_\_\_\_\_, licensed to do business in the State of Illinois, located at \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR).

#### RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid #18-093-JM for its Division of Transportation located at the DuPage County Center, 140 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

#### 1.0 CONTRACT DOCUMENTS

- 1.1 This Contract includes all the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:
  - 1.1.a Bid Invitation
  - 1.1.b Project Information
  - 1.1.c Instructions to Bidders
  - 1.1.d General Conditions
  - 1.1.e Special Conditions
  - 1.1.f Insurance/Bonding Requirements and Certificates
  - 1.1.g Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
  - 1.1.h Specifications (including any addenda, interpretations and approved exceptions)
  - 1.1.i Exhibits
  - 1.1.j County Purchase Order
- 1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.
- 1.3 In the event of a conflict between any of the above documents, the document control from top to bottom; i.e., "a" controls over "b".

#### 2.0 DURATION OF THIS CONTRACT

- 2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a one (1) year period beginning on \_\_\_\_\_, 2018 and continuing through \_\_\_\_\_, 2018.
- 2.2 The Contract term is subject to renewal per the Bid Invitation Specifications.
- 2.3 In no event, shall the term plus renewals exceed four (4) years.

#### 2.0 TERMINATION

- 3.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of Vendor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
- 3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay deliverables tendered prior to termination.  
There shall be no termination expenses.

**COUNTY OF DU PAGE, ILLINOIS**

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3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

**3.0 BID PRICES AND PAYMENT**

3.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.

3.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

**4.0 AMENDMENTS**

4.1 This Contract may be amended by mutual agreement.

4.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

**5.0 CONTRACT ENFORCEMENT – ATTORNEY’S FEES**

5.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney’s fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

**6.0 SEVERABILITY CLAUSE**

6.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court’s determination shall not affect the validity or enforceability of the remaining portions of this Contract.

**7.0 GOVERNING LAW**

7.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

**8.0 ENTIRE AGREEMENT**

8.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

8.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

**COUNTY OF DU PAGE, ILLINOIS**

**[CONTRACTOR]**

By: \_\_\_\_\_  
JAMES McGUIRE  
PROCUREMENT OFFICER

By: SAMPLE - DO NOT SIGN  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



## MATERIAL SAFETY DATA SHEET (MSDS)

Pursuant to the Hazard Communication Standard 29 CFR 19100.1200 (US) and the Workplace Hazardous Materials Information System and Controlled Products Regulations (Canada).

### 1. Chemical Product and Company Identification

<b>Chemical Name:</b> Sodium chloride.	<b>Emergency Telephone Numbers:</b>
<b>Chemical Formula:</b> NaCl.	<b>Detroit Salt Company:</b> 313-841-5144.
<b>CAS Number:</b> 7647-14-5.	<b>CHEMTREC:</b> 800-424-9300.
<b>Product Name(s):</b> Rock salt for de-icing.	<b>CANUTEC:</b> 800-996-6666.
<b>Manufacturer:</b> Detroit Salt Company, LLC 12841 Sanders St. Detroit, MI 48217 Tel. 313-841-5144	

### 2. Composition and Information on Ingredients

<b><u>Ingredient:</u></b>	<b><u>Concentration, %:</u></b>
Sodium chloride	≥ 99

### 3. Hazard Identification

This product is not a hazardous chemical as defined by the Hazard Communication Standard of 29 CFR 1910.1200.

#### SARA Hazard Categories:

<b>Immediate Hazard:</b>	No.
<b>Delayed Hazard</b>	No.
<b>Fire Hazard:</b>	No.
<b>Pressure Hazard:</b>	No.
<b>Reactivity Hazard:</b>	No.
<b>302 Extremely Hazardous Substance:</b>	No.
<b>311 Hazardous Chemical:</b>	No.

**NFPA Hazard Ratings:**

<b>Health:</b>	1 (slight).
<b>Flammability:</b>	0 (minimal).
<b>Reactivity:</b>	0 (minimal).
<b>Specific Hazard:</b>	N/a.

**Eye Contact:** May cause mild eye irritation.

**Skin Contact:** May cause mild skin irritation. Prolonged exposure to damaged skin may cause absorption with effects similar to those of ingestion.

**Inhalation:** Mild irritation of the nose respiratory tract. Symptoms may include coughing, dryness and sore throat.

**Ingestion:** Ingestion of small quantities is not harmful. Ingestion of large quantities may cause nausea, vomiting, diarrhea, cramps, restlessness, irritability, dehydration, water retention, and prostration.

#### 4. First Aid Measures

**Eye contact:** Flush with water, lifting eyelids occasionally. Get medical advice if irritation persists.

**Skin contact:** Remove clothing from affected area, wash with water. Get medical advice if irritation persists.

**Inhalation:** Move to fresh air or ventilate with fresh air. Get medical advice if irritation persists.

**Ingestion of large quantities:** Drink large quantities of water or milk. Get emergency medical assistance.

#### 5. Fire Fighting Measures

Material is non-combustible and non-flammable. No special extinguishing media or fire-fighting procedures are required. Product presents no fire or explosion hazards.

#### 6. Accidental Release Measures

Promptly contain or remove spills to prevent contact with water. Follow approved, site-specific storm water pollution prevention plan (SWPPP) pursuant to state permit under National Pollution Discharge Elimination System (NPDES) where applicable.

## 7. Handling and Storage

Contain product to prevent spillage. Prevent creation of product dust. Ventilate to remove product dust. Prevent product contact with water or strong acids.

## 8. Exposure Controls/Personal Protection

**Work/Hygienic Practices:** Prevent product exposure with eyes and skin. Prevent creation of product dust. Ventilate to remove product dust.

**Eye Protection:** Employer approved eyeglasses or goggles.

**Skin Protection:** Protective gloves and clothing as necessary.

**Respiratory Protection (Specify Type):** NIOSH/MSHA approved respirator for particulates as necessary.

## 9. Physical and Chemical Properties

**Appearance:** Translucent, grey, or milky white crystalline solid.

**Odor:** None, or slight halogen odor.

**Specific Gravity:** 2.165.

**Molecular Weight:** 58.43

**Solubility in Water:** 26 g per 100 g at 20 °C.

## 10. Stability and Reactivity

**Stability:** Stable and inert under normal conditions. Readily soluble in water. No known hazardous polymerization. No hazardous decomposition or byproducts.

**Incompatibility (Materials to Avoid):** Contact with strong acids may effuse hydrogen chloride, sodium oxide and chlorine gas.

**Conditions to Avoid:** Contact with water. Contact with strong acids.

## 11. Toxicological Information

**OSHA PEL:** Not listed.

**LC50 (rat):** >21000 mg/m<sup>3</sup>.

**LD50 (rat):** 3000 mg/kg.

**Toxicologically Synergistic Products:** None known.

**Sensitization, chronic effects, carcinogenicity, mutagenicity, reproductive effects, teratogenicity:** Not classified or listed by ACGIH, IARC, NTP, and OSHA.

## 12. Ecological Information

<b>Clean Water Act:</b> State NPDES program may require permit for handling and storage. <b>RCRA:</b> Not listed. <b>CERCLA Reportable Quantity:</b> Not listed. <b>Clean Air Act:</b> N/a.	<b>Inventories:</b> <b>TSCA (US):</b> Listed as non-hazardous. <b>DSL (Canada):</b> Listed. <b>NDSL (Canada):</b> Not listed.
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## 13. Disposal Considerations

Properly store and use product for de-icing rather than dispose, if possible. Dispose with approval into licensed sanitary landfill. Dissolved product may be diluted to acceptable concentration and disposed with approval into sanitary sewer.
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## 14. Transport Information

<b>Department of Transportation (US):</b> Not regulated as dangerous goods.	<b>Transportation of Dangerous Goods (TDG Canada):</b> Not regulated as dangerous goods.
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## 15. Other Regulatory Information

<b>US:</b> This product does not contain a chemical known to the State of California to cause cancer, birth defects or other reproductive harm. <b>Canada:</b> This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR). This MSDS contains all of the information required by the CPR. <b>WHMIS Status:</b> Not controlled.
--

## 16. Other Information

<b>Disclaimer:</b> Detroit Salt Company believes the information in this MSDS to be accurate and complete. However, we make no warranty, express or implied, with respect to such information, and we assume no liability resulting from its use. Users should make their own investigations to determine the suitability of the information for their particular purpose. <b>Last Review/Revision of this MSDS:</b> October 24, 2014.
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# ILLINOIS

## JOINT PURCHASING REQUISITION CY'18-'19 New Purchase Commitment

### PLEASE RETURN TO:

Illinois Department of  
Central Management Services  
801 Wm. G. Stratton Building  
401 S. Spring Street  
Springfield, IL 62706

Email Address for submission:

[CMS.BOSS.EC@illinois.gov](mailto:CMS.BOSS.EC@illinois.gov)

       No Thank You,  
But keep on mailing list.

**Opt-Out->** Our unit **does not want to participate** in the CY' 2018-2019 Contract Procurement.  
**Notice:->** Please complete and return the Contact information below to remain on the mailing list.

Joint Purchasing #:

Date: 4/1/2018

Government Unit:

Village of Bensenville

Mailing Address:

717 E. Jefferson St

City / State / Zip:

Bensenville, IL 60106

County:

DuPage

Contact Person:

Rick Radda

Telephone Number:

630-350-3435

Fax Number:

630-350-594-1148

Contact Email:

radda@bensenville.il.us

### Delivery Point

( Provide Delivery Details To Contract )  
( Vendor At Time Of Order Placement )

<- Please provide Email Address

\*\*\*\*\* Participant, Complete Only One - Either "Table-A" or "Table-B" Below \*\*\*\*\*

**Table A: Complete this table to have the State "SOLICIT BIDS" for your governmental entity**

ITEM DESCRIPTION	BID QUANTITY ( Total Tonnage )	UNIT MEASURE ( 22 - 25 Ton / Truck )
AASHTO M143 Road Salt or Equivalent		
<b>Rock Salt, Bulk</b>		<b>Tons</b>

Please note your **Purchase Commitment Percentage** for **Total Tonnage Quantity** as stated above (choose one):  
 OPTION 1        80%. minimum purchase requirement/120% maximum purchase requirement  
 OPTION 2        100% minimum purchase requirement/120% maximum purchase requirement

\*\*\*\*\* Participant, Complete Only One - Either "Table-A" Above or "Table-B" Below \*\*\*\*\*

**Table B: Complete this table to have the State "RENEW" Requirements for your governmental entity**

ITEM DESCRIPTION	QUANTITY ( Total Tonnage )	UNIT MEASURE ( 22 - 25 Ton / Truck )
AASHTO M143 Road Salt or Equivalent		
<b>Rock Salt, Bulk</b>	<u>500</u>	<b>Tons</b>

**Note: Renewal is available ONLY under Contracts PSD 4018455, 4018456, and 4018457 for prior CY' 2017-2018.**  
 Your quantity may not exceed more than a 20% increase of last season's quantity, and price cannot increase more than 10.% of last season's price. Other Terms & Conditions of Contract will remain the same as last year. Please Check Contract # Below:  
**Note Your Current CMS Contract: PSD 4018455 ( ) -or- PSD 4018456 ( ) -or- PSD 4018457 ( )**

I certify that funds are available for the purchase of the items on this Requisition and that such items are for the sole use of this governmental unit, and not for personal use of any official or individual or re-sale.

In addition, I agree to abide by the Joint Purchasing Procedure established by the Department of Central Management Services.

SIGNATURE OF AUTHORIZED OFFICIAL OR AGENT

Printed on Recycled Paper

TITLE

**TYPE:**Resolution**SUBMITTED BY:**Jovana Dacic**DEPARTMENT:**Public Works**DATE:**June 26, 2018**DESCRIPTION:**

Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the Senior / Disabled Grass Cutting Program

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

Unanimously Approved 6-0

**DATE:**

June 19, 2018

**BACKGROUND:**

The Village of Bensenville newly established a Senior / Disabled Grass Cutting Program that began this past Spring and will run into the Summer & Fall of 2018. The Program utilizes independent contractors to perform grass cutting services for our senior and disabled residents who meet the Program criteria.

**KEY ISSUES:**

Our program has been a huge success thus far. We have over 75 accounts and they seem to be increasing each week. As such, we feel it is time to add another contractor to the program.

The contract includes the terms and expectations set forth by the Program.

**ALTERNATIVES:**

Discretion of the Village Board

**RECOMMENDATION:**

At the June 19, 2018 Committee of the Whole, the Committee unanimously recommended approval (6-0) of the Resolution.

**BUDGET IMPACT:**

The Senior / Disabled Grass Cutting Program will be subsidized by the Village. The program is setup to be a 50/50 cost share. The impact on the budget will depend on the number of accounts and number of cuttings for the season.

**ACTION REQUIRED:**

Approval of the Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the Senior / Disabled Grass Cutting Program.

**ATTACHMENTS:****Description****Upload  
Date****Type**

RES - 2018 Senior - Disabled Grass Cutting Program - Contract - Panoramic Landscaping

6/12/2018

Resolution  
Letter

2018 Senior Grass Cutting Program Contract - Panoramic Landscaping

6/20/2018

Backup Material

## **RESOLUTION NO.**

### **AUTHORIZING THE EXECUTION OF A CONTRACT WITH PANORAMIC LANDSCAPING FOR THE SENIOR / DISABLED GRASS CUTTING PROGRAM**

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

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

WHEREAS the Village of Bensenville seeks to establish a Senior / Disabled Grass Cutting Program, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the grass cutting services, and

WHEREAS Panoramic Landscaping has submitted a signed contract to provide the necessary services for the Village of Bensenville Senior / Disabled Grass Cutting Program.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract with Panoramic Landscaping for grass cutting services as part of the Senior / Disabled Grass Cutting Program.

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated June 26, 2018

APPROVED:

\_\_\_\_\_  
Frank DeSimone

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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

## AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "*Village*") and Panoramic Landscaping, located 2055 Scott Street, Melrose Park, IL 60164 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

### WITNESSETH

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

### PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

B. The Contractor is in the business of providing grass cutting services; and

C. The Village requires grass cutting services as part of its 2018 Grass Cutting Program for Senior and Disabled Residents of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting services for the Program.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

### SECTION 1. SCOPE OF SERVICES

A. The Contractor shall provide and perform grass cutting services and such related tasks as part of the Program (the "*Services*"). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended at any time by the Village. The Village shall also notify the Contractor as to which of the following grass cutting

option(s) has been selected by each participant in the Program, of which such option(s) may be changed or altered at any time by the Village: (1) Basic service [includes grass cutting, blowing of hardscape, spring cleanup, and bagging of clippings in October]; (2) Edging hardscape [weed whip and edge driveway, sidewalk, patio, etc.]; (3) Bagging of grass clippings [bagging and removal of cut grass] (herein individually the “*Service Option*” and collectively the “*Service Options*”).

B. The Services shall be provided on a weekly basis starting the week of April 9, 2018 and continue through October 31, 2018. The Village may, at it’s direction, extend the length between services or modify the end date, as necessary.

C. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

## SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Services the amount of Fifteen and no/100 Dollars (\$15.00) for the Basic Service Option, Five and no/100 Dollars (\$5.00) for the Edging Hardscape Option, and Five and no/100 Dollars (\$5.00) for the Bagging of Grass Clippings Option provided by the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating all Service Options provided, the name of the participant, the address at which the Service Option was provided, and the date such Service Option was provided within thirty (30) days of performing the Service Option.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Services for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Services, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

### SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Services, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars (\$1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

### SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right, after ten (10) days written notice to the Village.

## SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of DuPage County, Illinois, and the Parties expressly agrees to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

## SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the forgoing as confidential property of the Village unless said release is required to accomplish the Services. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Services, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

## SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the

context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail,

postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

*If to Village:* Village of Bensenville  
Department of Public Works  
717 E. Jefferson Street  
Bensenville, Illinois 60106  
Attn: Joe Caracci

*If to Contractor:* Panoramic Landscaping  
2055 Scott Street  
Melrose Park, IL 60164  
Attn: Luisa Gomez

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 *et seq.*, with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

#### SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

#### SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30<sup>th</sup> day of November 2018.

*(Intentionally Left Blank)*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed on the dates specified below in Bensenville, DuPage and Cook Counties, Illinois.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Village of Bensenville, DuPage and Cook Counties, Illinois, a municipal corporation

By: \_\_\_\_\_  
Village President

Attest:

\_\_\_\_\_  
Village Clerk

**EXECUTED** this 13 day of June 2018.

Contractor,

By: 

Its: \_\_\_\_\_

By: 

Its: \_\_\_\_\_

**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**June 26, 2018**DESCRIPTION:**

Resolution Authorizing a Supplement in the Amount of \$98,803 for the Design Engineering Services with Robinson Engineering Ltd. (REL) for the Downtown Streetscape Project – South Half for a Revised Contract Amount of \$244,275

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

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

**COMMITTEE ACTION:**

Unanimously Approved 6-0

**DATE:**

June 19, 2018

**BACKGROUND:**

The Village is currently performing design engineering for the Downtown Streetscape Project –South Half which included the south side of the Metra Railroad tracks excluding Railroad Ave and Metra Parking Lot. Railroad Ave and Metra Parking lot is a standalone project which is slated for construction in the summer/fall of 2018. Phase II, to be tentatively constructed in 2019, will consist of Addison and Center St (tracks to Green St); Green St from (York to Mason); and York Rd (Railroad Ave to Green St). The improvements will consist of reconstruction of Addison St and Center St while resurfacing on Green St is anticipated. The entire project limits will also include aesthetic improvements such as stamped concrete sidewalk, planters, etc.

**KEY ISSUES:**

The Village Board approved a design engineering contract R-142-2016 on November 22, 2016 with REL to perform design engineering services for the Railroad Ave project as well as the Downtown South Half project. The Village applied for an Illinois Transportation Enhancement Program (ITEP) grant for Downtown South Half project and was successful in receiving \$1,045,000 in funding, which includes \$945,000 for construction and \$100,000 for construction engineering.

The grant is administrated through IDOT; therefore, the Village now needs to follow the IDOT design guidelines to complete the project. One of the key component of the design is to perform Phase I engineering which requires environmental clearances to be obtained by various agencies. Phase I typically requires 3-4 months of time to complete. Additional Phase II work is required to get the plans in the IDOT format. REL also assisted the Village in submitting the ITEP grant application.

REL has submitted a proposal for design engineering supplement in the amount of \$98,003 to perform the additional Phase I and II engineering work. REL proposal brings the new total contract cost to \$244,275. The design costs is approximately is 7.2% of the estimated construction cost of \$3,400,000 (\$1.3M for Railroad Ave and \$2.1M for Downtown South Half)

The design costs for federally funded projects range between 8-12%. Please note the supplemental amount does not include any ROW acquisition costs. Staff anticipated installation of stamped concrete sidewalk along York Rd might not be possible without ROW acquisition. If ROW acquisition is required for that purpose, additional engineering costs will incur as well as additional time will be necessary for the acquisition process.

**ALTERNATIVES:**

Discretion of the Village Board

**RECOMMENDATION:**

At the June 19, 2018 Committee of the Whole meeting, the Committee unanimously recommended approval (6-0) of the Resolution.

**BUDGET IMPACT:**

In FY-2018, the Village had not budgeted for any additional design engineering costs since the ITEP funding was not guaranteed at the time of budget preparation. However, the construction for this project was originally anticipated in 2018 until the Village decided to apply for ITEP funding. In FY-2018, the Village has budgeted \$1,900,000 in account 31080810-596000 for construction and \$210,000 in account 31080810-536515. With the award of the grant the capital burden will be reduced by nearly 50%.

**ACTION REQUIRED:**

Approval of the Resolution Authorizing a Supplement in the Amount of \$98,803 for the Design Engineering Services with Robinson Engineering Ltd. (REL) for the Downtown Streetscape Project – South Half for a Revised Contract Amount of \$244,275

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Resolution	6/13/2018	Resolution Letter
Location Map	6/12/2018	Backup Material
Supplemental Agreement	6/12/2018	Backup Material

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

**RESOLUTION AUTHORIZING A SUPPLEMENT IN THE AMOUNT OF  
\$98,803.00 FOR THE DESIGN ENGINEERING SERVICES WITH  
ROBINSON ENGINEERING, LTD. (REL) FOR  
THE DOWNTOWN STREETScape PROJECT – SOUTH HALF  
FOR A REVISED CONTRACT AMOUNT OF \$244,275.00**

WHEREAS the Village Board has identified beautification of downtown Bensenville as one of its strategic goals; and

WHEREAS the Downtown Streetscape Project has been split into North Half and South Half; and

WHEREAS the North half improvements are north of the Metra tracks which were constructed in 2017; and

WHEREAS the South Half improvements are split into two separate projects for which the design engineering services are combined; and

WHEREAS Railroad Ave and Metra Parking lot is one of the two south half projects which is slated for construction in 2018; and

WHEREAS the Downtown Streetscape – South Half project is tentatively slated for construction in 2019; and

WHEREAS the Village recently applied for and received \$1,045,000 in Illinois Transportation Enhancement Program (ITEP) funding for the Downtown Streetscape – South Half project; and

WHEREAS the funding is administered through Illinois Department of Transportation (IDOT); and

WHEREAS the design must follow the IDOT design guidelines which requires completion of Phase I engineering; and

WHEREAS the Village Board approved a design engineering service agreement with REL on November 22, 2016 for the Downtown Streetscape- South Half project; and

WHEREAS a supplement is necessary to the design agreement to prepare plans and specifications to meet the IDOT guidelines; and

WHEREAS the Village requested a supplemental proposal from REL; and

WHEREAS REL presented a supplement engineering agreement for \$98,803 for a revised not-to-exceed amount of \$244,275.00; and

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing a supplement in the amount of \$98,803.00 for the design engineering services with Robinson Engineering, Ltd. for the Downtown Streetscape Project – South Half for a revised contract amount of \$244,275.00

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated June 26, 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone  
Village President

ATTEST:

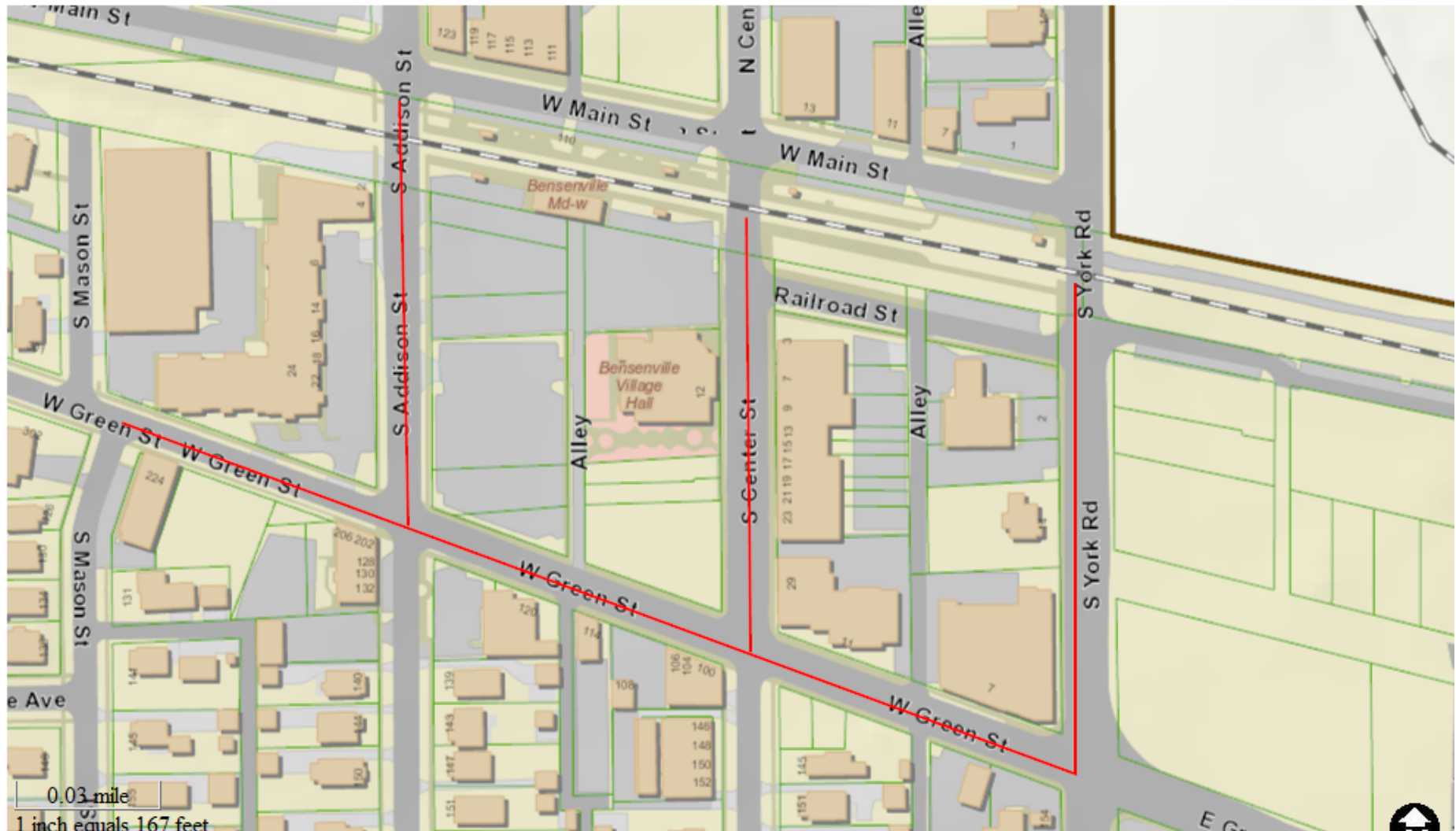
\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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

# ITEP 2018 - Location Map



Map created on November 6, 2017.

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The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law.

Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



*Municipal Expertise. Community Commitment.*

**Aaron E. Fundich, P.E**  
Direct line: (815) 412-2701  
Email: [afundich@reltd.com](mailto:afundich@reltd.com)

May 29, 2018

Project 15-R0650.01

Village of Bensenville Public Works  
717 E. Jefferson Street  
Bensenville, Illinois 60106

Attention: Mehul Patel, PE  
Asst. Director of Public Works

**RE: Downtown Area Improvements – South Half**

Dear Mr. Patel:

Robinson Engineering, Ltd. (REL) is pleased to present this amended proposal to supersede our November 8, 2016 proposal for professional engineering services to assist the Village of Bensenville (VOB) with the design engineering for the Downtown Area Improvements – South Half. This updated proposal includes the additional engineering and IDOT coordination required to develop the plans and specifications in accordance with IDOT-FHWA requirements pursuant to the recently awarded \$1,045,800 ITEP funding.

The recently secured ITEP funding includes approximately \$945,000 for construction and \$100,000 for construction engineering. This funding is in addition to the \$400,000 RTA/CMAQ funding previously secured for the Railroad Avenue and Metra Lot improvements.

#### ***PROJECT OVERVIEW***

REL previously prepared and submitted applications for ITEP funding for south half excluding Railroad Avenue and the Metra Lot, along with RTA/CMAQ funding for Railroad Avenue and the Metra Lot. The fees associated with this amended proposal include the costs for the funding applications, engineering costs associated with multiple configurations for the Center Street parking requested by VOB, and both Phase 1 and Phase 2 Engineering in accordance with FHWA requirements for Green Street (Mason to York), Center Street (Green to RR Tracks), Addison Street (Green to RR Tracks), York Street (Green to RR Tracks), Railroad Ave. (Center to York), and Railroad Ave. Extension (Center to Addison). The balance of the project costs will be funded by local funds and/or MFT funds.

#### ***WORK PLAN***

Based upon the above described project overview, we have developed the following scope of services:

##### **Data Collection/Topographic Survey**

Collection of available data from the Village, including relevant GIS information, water/sewer atlases, service line data, known drainage concerns and as-built plans for area utilities and lighting facilities will be performed. Once this data has been collected and reviewed, detailed topographic field survey will be performed. The detailed topographic survey will collect data for the South Half of the project limits. A

survey of the local drainage system to verify pipe sizes, inverts and connectivity will also be included. A total of five (5) soil borings and five pavement cores will also be obtained. Two (2) borings will be performed on Center Street (between Green and the RR Tracks), two (2) along Railroad Avenue (Between Center Street and York Road) and one (1) within the existing parking lot where Railroad Ave. is to be extended, to verify the existing pavement cross section and soils suitability. Clean Construction Debris Disposal (CCDD) testing will be performed for two of the boring locations as contaminated soils from a prior gas station site are suspected.

The field survey will be performed under the direction of an Illinois-licensed surveyor by an experienced survey crew utilizing state-of-the-art GPS surveying units for control verification, and Trimble total station surveying equipment for detailed topographic data. All electronic field data and existing conditions data will be processed utilizing commercially licensed AutoCAD 2015 software.

### **Preliminary Design**

Initial coordination with utility companies to verify pipelines, gas, electric, phone and cable TV facilities within proposed project limits will be performed as part of the preliminary design. While the project scope is intended to exclude work within the railroad right-of-way, we would also perform initial coordination with Metra as required during this stage.

An HMA pavement design will be prepared in accordance with MFT standards and VOB design guidelines with appropriate drainage facilities, ADA accessible sidewalk facilities, curb and gutter replacements and decorative sidewalks for the project area. It is anticipated that the following plan sheets will be prepared at 1" = 20' scale:

- Cover Sheet I Project Location Map
- Summary of Quantities/General Notes (quantities broken down by funding source)
- Typical Cross Sections
- Demolition/Erosion Control Plan
- Plan and Profile
- Drainage and Utilities
- Storm Water Pollution Prevention Plan
- Decorative Sidewalk/Landscaping Plan
- Striping & Pavement Markings
- Construction Details

Based on the fully developed condition of the project area, it is anticipated that none of the following will be encountered:

- ROW/Easements
- Specific zoning, deed or land use restrictions or Section 401 park lands
- Wetlands, floodplains or unsuitable soils
- Historic preservation or archaeologically significant sites
- Need for offsite storm sewer extensions

Should any ROW/easements be required, or any other of the preceding special circumstances become relevant, they will be identified during Phase 1 engineering. A meeting will be held with Village staff to discuss the preliminary design plans prior to starting final design. It is anticipated that the streetscape design developed for the North Half of the downtown project will be utilized on the South Half.

A Phase 1 Engineering Project Development Report for the project will be prepared as part of the requirements of the ITEP and RTA/CMAQ funding. It is anticipated that this project will be a Categorical Exclusion (CE1) report.

### **Final Design**

Following review and acceptance of the preliminary design by VOB, and Phase 1 Design Approval by IDOT/FHWA, detailed design plans and bidding documents will be prepared for the proposed improvements in accordance with IDOT/FHWA standards. Project Specifications and Special Provisions will also be developed, along with a final Engineer's Estimate of Probable Construction Costs.

We will submit plans and contract books to IDOT, FHWA, CMAP and RTA, as applicable, which will ultimately be included in an IDOT project letting. Final design plans will also be sent to private utility companies and Metra to ensure they are aware of the Village's project scope and anticipated schedule. Two 24"x36" and half-scale 12"x18" plan sets will be provided to VOB, along with a CD containing electronic copies of project files, drawings and supporting documentation.

### **Permitting**

If necessary, a Tabular Submittal, or other necessary supporting documentation for a DuPage County Stormwater Management Certification will be prepared and submitted.

In accordance with the State of Illinois National Pollutant Discharge Elimination System (NPDES) general permit, a Notice of Intent (NOI) will also be submitted to IEPA along with the project's SWPPP, as the disturbances will exceed one acre.

Coordination with Metra for a Right of Entry permit is will also be required.

### **Meetings**

Project status meetings will be held periodically with the Village to review project status and address questions. It is anticipated that up to three (3) project coordination meetings will be held with Village staff to update project status and discuss improvement alternatives.

### **Engineering Fee**

Construction costs for the Railroad Ave/Metra portion of the project based on the April 27, 2018 Letting are anticipated to be approximately \$1,300,000. The construction costs for the balance of the South Half of the project is anticipated to be \$2,100,000. We propose to complete all tasks outlined in the preceding scope of services based on the following breakdown:

## SOUTH HALF

TASK CATEGORY	Est. Man-Hrs	Nov. 8, 2016	Amended 05/25/18
<b>Data Collection/Topographic Survey</b>	75	\$8,200	\$8,200
<b>Geotechnical Investigations</b> (Soil Borings/CCDD -Subconsultant)		\$8,500	\$13,500
<b>Phase 1 Engineering</b>			
-Environmental Survey Request	50	\$3,250	\$6,900
-PESA (Subconsultant)		\$8,000	\$16,500
-Geometrics (Includes Center St. options and other geometric revisions/analysis per VOB)	270	\$12,900	\$37,500
-Project Development Report	230	\$14,750	\$31,500
-Public Informational Meetings	85	\$5,500	\$10,000
-2 ITEP and RTA/CMAQ Grant Applications			\$9,503
<b>Phase 2 Engineering</b>			
-Prelim. & Final Design (includes permitting)	840	\$96,500	\$115,500
-Agency Coordination   Project Management	120	\$6,500	\$13,000
<i>Less 50% Previously Invoiced for Addison Street</i>		<i>(\$12,000)</i>	<i>(\$12,000)</i>
<i>Less Prior Invoice (2016 ITEP Application)</i>		<i>(\$5,828)</i>	<i>(\$5,828)</i>
<b>TOTAL</b>		<b>\$146,272</b>	<b>\$244,275</b>

Please note that this design fee includes the baseline streetscaping design as presented previously for North Half Improvements. If more elaborate streetscaping is desired, additional fees for subconsultants would be considered Additional Services.

### Exclusions:

1. Land acquisition costs, preparation of plats of easements or ROW Dedications (if needed)
2. Permit fees or costs
3. Wetlands delineations, floodplain management, hydraulic modeling, archaeological studies

The attached Standard Terms and Conditions are also part of our proposal. We will commence work immediately upon receipt of a signed proposal and payment of our prior invoices. We thank you for the opportunity to continuing to serve you and the Village of Bensenville on this project.

Very truly yours,

ACCEPTED:

**ROBINSON ENGINEERING, LTD.**

**VILLAGE OF BENSENVILLE, IL**

Aaron E. Fundich, PE  
Executive Vice President  
AEF:pc

By \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**June 26, 2018**DESCRIPTION:**

Resolution Authorizing Entering into a Cost Participation Agreement in the Not-to-Exceed Amount of \$50,000 with Dayton Street Partners, LLC of Chicago, IL to Extend the Public Watermain Through a Private Property as Part of the Upcoming Private Development at 1055 Sesame St, Bensenville, IL

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

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

**COMMITTEE ACTION:**

Unanimously Approved 6-0

**DATE:**

June 19, 2018

**BACKGROUND:**

Over the last twelve months, Dayton Street Partners, LLC of Chicago, IL has acquired the existing building located at 1055 Sesame St, Bensenville, IL (PIN#12-19-100-091) and vacant sites at 490 Podlin Dr (PIN#12-19-100-115) as well as 495 Podlin Dr (PIN#12-19-100-116). The purpose of this acquisition to demolish the existing building and construct a new approximately 116,000 SF warehouse facility with associated parking, truck docs, and stormwater detention facility.

**KEY ISSUES:**

There is an existing 10-inch watermain servicing the properties along Sesame St while the properties on Podlin Dr are serviced via 12-inch existing watermain. Both of these existing watermain are dead-end watermain, meaning the water flown in and out in only one direction. While this existing watermain configuration is acceptable by the Illinois Environmental Protection Agency, from a water quality standpoint it is not the most desired configuration. It also isn't the most desirable configuration from a fire protection standpoint since it is a one-way flow of water.

To resolve both of these issues, the Village has worked with the developer to connect both dead end watermain to provide one continuous watermain which will significantly improve the water quality as well as fire flows in the area. The watermain extension will be installed as part of the private warehouse development and will be inspected by the Village staff. The developer has agreed to grant utility easement over the watermain extension for future maintenance. Once the extension is installed and accepted, the Village Public Works Department will take over the maintenance responsibility.

The cost of the extending this approximately 490 LF of watermain is estimated to be \$97,075 including design and permitting. Due to the public benefit this extension will provide, the Village has agreed to split the cost of the watermain extension with the developer. The Village share will be 50% of the installation cost, which is \$48,537.50. The agreement will be in the not-to-exceed amount of \$50,000.00.

The attorneys for both parties are finalizing the agreement and approval is requested pending final attorney review.

**ALTERNATIVES:**

Discretion of the Village Board

**RECOMMENDATION:**

At the June 19, 2018 Committee of the Whole meeting, the Committee unanimously recommended approval (6-0) of the Resolution.

**BUDGET IMPACT:**

In FY-2018, the Village has carried forward \$1,293,600 of the watermain improvement costs for the Church Rd H-recon/TCM Project. These improvements have been installed and the estimated cost of these

improvements is in the vicinity of \$1,000,000.

**ACTION REQUIRED:**

Approval of the Resolution Authorizing Entering into a Cost Participation Agreement in the not-to-exceed amount of \$50,000 with Dayton Street Partners, LLC of Chicago, IL to Extend the Public Watermain Through a Private Property as Part of the Upcoming Private Development at 1055 Sesame St, Bensenville, IL

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Resolution	6/20/2018	Resolution Letter
Location Map	6/12/2018	Backup Material
Proposed Watermain Extension	6/12/2018	Backup Material

**RESOLUTION NO.**

**AUTHORIZING ENTERING INTO A COST PARTICIPATION AGREEMENT  
IN THE NOT-TO-EXCEED AMOUNT OF \$50,000.00 WITH DAYTON STREET  
PARTNERS OF CHICAGO, IL TO EXTEND THE PUBLIC WATERMAIN  
THROUGH A PRIVATE PROPERTY AS PART OF THE UPCOMING PRIVATE  
DEVELOPMENT AT 1055 SESAME ST, BENSENVILLE, IL**

WHEREAS one of the core functions of the Village is to provide quality domestic water; and

WHEREAS the Village currently owns and maintains the dead end watermain along Sesame St; and

WHEREAS the Village currently owns and maintains the dead end watermain along Podlin Dr; and

WHEREAS a warehouse development is proposed on Cook County parcel numbers 12-19-100-091; 12-19-100-115 and 12-19-100-116; and

WHEREAS as part of this development the Village has agreed with the developer to extend a public watermain through the development to connect the aforementioned watermain; and

WHEREAS the cost of the extension is estimated to be \$97,075 including design as well as permitting; and

WHEREAS the watermain extension will serve a public benefit in terms of improvement in the water quality as well as the fire flows; and

WHEREAS the Village and developer has agreed to split the cost of the said watermain extension; and

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the resolution entering into a cost participation agreement in the not-to-exceed amount of \$50,000.00 with Dayton Street Partners of Chicago, IL to extend the public watermain through a private property as part of the upcoming private development at 1055 Sesame St, Bensenville, IL

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated June 26, 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone  
Village President

ATTEST:

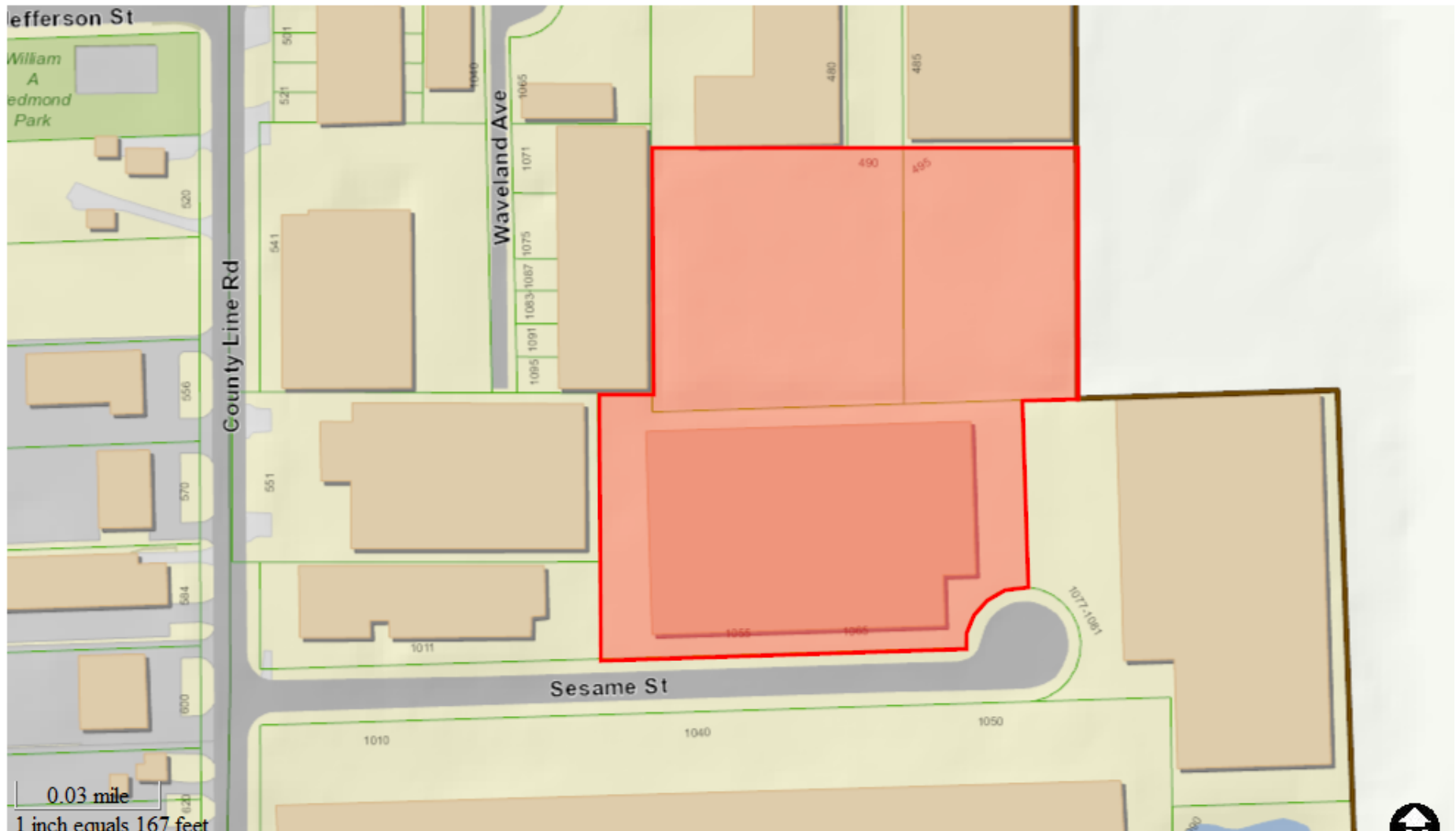
\_\_\_\_\_  
Nancy Quinn  
Village Clerk

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

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

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

# 1055 Sesame St - Proposed Warehouse

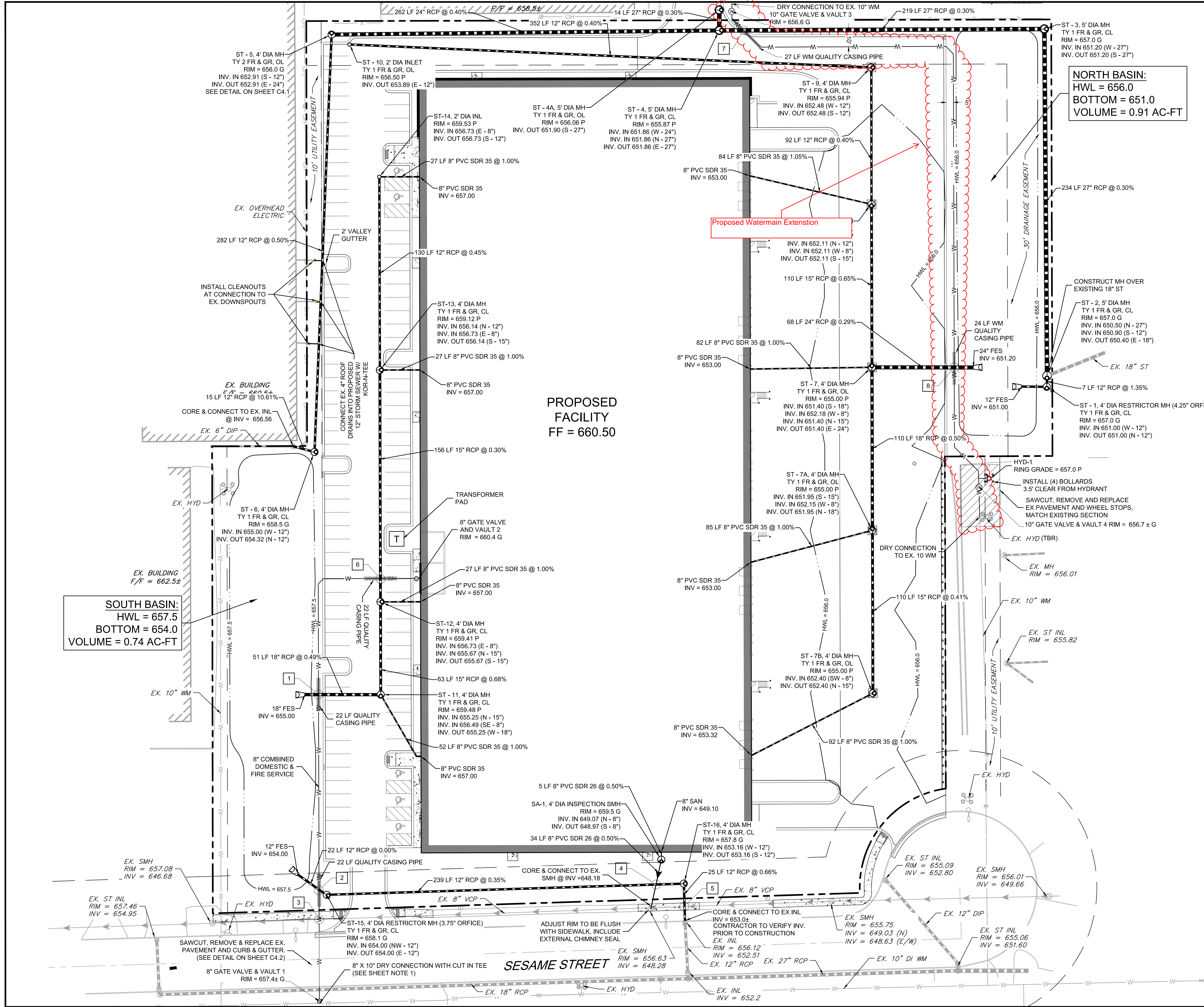


Map created on June 12, 2018.

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Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



**SOUTH BASIN:**  
HWL = 657.5  
BOTTOM = 654.0  
VOLUME = 0.74 AC-FT

**NORTH BASIN:**  
HWL = 656.0  
BOTTOM = 651.0  
VOLUME = 0.91 AC-FT

**PROPOSED FACILITY**  
FF = 660.50

UTILITY CROSSINGS:	
1	18" ST B/P = 654.3 8" WM T/P = 652.0
2	12" ST B/P = 653.9 8" WM T/P = 652.4
3	8" WM B/P = 650.8 EX. 8" SAN T/P = 648.3
4	12" ST B/P = 652.6 8" SAN T/P = 649.7
5	12" ST B/P = 652.4 EX. 8" SAN T/P = 649.1
6	15" ST B/P = 655.4 8" WM T/P = 653.8
7	27" ST B/P = 651.5 8" WM T/P = 650.0
8	24" ST B/P = 651.0 8" WM T/P = 649.5

**SHEET NOTES**

1. CONTRACTOR SHALL COORDINATE WITH PUBLIC WORKS FOR WATER SHUT DOWNS A MINIMUM OF 48 HRS IN ADVANCE. WATER SHUT DOWNS ARE ONLY PERMITTED BETWEEN TUESDAY-THURSDAY.

CAGE  
CIVIL ENGINEERING

DAYTON STREET  
PARTNERS

DSP

1055 SESAME ST.  
1055 SESAME ST.  
BENSENVILLE, IL

PROJ NO: 170048  
ENG: AMS  
DATE: 05/07/18  
SHEET TITLE  
SITE UTILITY  
PLAN  
SHEET NUMBER  
C3.0  
OF 13

**TYPE:**Resolution**SUBMITTED BY:**Amit Thakkar**DEPARTMENT:**Finance**DATE:**June 26, 2018**DESCRIPTION:**

A Resolution Receiving and Placing on File the Village of Bensenville Comprehensive Annual Financial Report (CAFR) and Management Letter for Fiscal Year End December 31, 2017

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**X *Financially Sound Village**Quality Customer Oriented Services**Safe and Beautiful Village**Enrich the lives of Residents**Major Business/Corporate Center**Vibrant Major Corridors***COMMITTEE ACTION:**

Approved Unanimously 6/0.

**DATE:**

June 19, 2018

**BACKGROUND:**

As with all local governments, the Village of Bensenville is required by the State of Illinois to cause an audit of its financial statements to be made by an independent auditor following the close of each fiscal year. This year's independent audit was completed by G.W. & Associates.

The CAFR is summarized in the four parts described below:

**Transmittal Letter:** The Transmittal Letter serves as the official transmittal of the report to the Village Board and its citizens. Its purpose is to provide a broader and more subjective overview of factors impacting the community, supporting but not reproducing the information included in the management's discussion and analysis addressed below.

**Independent Auditor's Report:** This is the report from the independent auditors who have been charged with the responsibility to review the municipality's financial data which identifies the scope of their review and their findings as to whether the municipalities financial data is fairly presented.

**Management Discussion and Analysis (MD&A):** The purpose of the MD&A is to introduce users to basic financial statements with a narrative, introduction, overview and analysis of those statements. The MD&A is required supplemental information and as such may address only the specific topics identified by GAAP (Generally Accepted Accounting Principles). The Transmittal Letter is used to address topics not identified by GAAP for inclusion within the MD&A.

**Basic Financial Statements:** This section includes both the Government-Wide and Fund Financial Statements and the accompanying notes.

**KEY ISSUES:**

The 2017 audit resulted in an unqualified opinion. An unqualified opinion means that the financial statements are presented fairly in all material respects, and the financial position of the Village as of December 31, 2017 is in accordance with generally accepted accounting principles in the United States. An unqualified opinion is the highest level of opinion you can achieve in an audit.

**Financial Highlights:**

a) All the departments have performed under budget.

b) We have used the accumulated motor fuel tax fund for the street projects and because of that General Fund Balance \$1.25 Mil.

c) The Net position for the Village has increased from \$111.9 Mil to \$117.3 Mil.

d) The total outstanding debt has been reduced during the year 2017 from \$91.02 Mil to \$85.67 Mil.

The 2017 Management Letter resulted in no deficiencies, no significant deficiencies and no

material weaknesses.

Please see the included Management Letter for more detailed information, including management responses to the auditor's recommendations.

Please note the reports provided are in draft form. As such there may be changes (immaterial) between now and the final report brought to the Board on 6/19. The Board will be notified of any numerical changes prior to the Board meeting.

A representative from G.W. & Associate will be attending the 6/19 Committee of the Whole meeting to discuss the audit / management letter in more detail and answer any questions.

**ALTERNATIVES:**

1. Approve a Resolution accepting the Audit.
2. Action is at the discretion of the Village Board.

**RECOMMENDATION:**

Staff recommends approval of a Resolution accepting and placing on file the Comprehensive Annual Financial Report for Year End December 31, 2017.

**BUDGET IMPACT:**

N/A

**ACTION REQUIRED:**

Approval of the Resolution receiving and placing on file the audited financial statements and management letter for Fiscal Year 2017.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Resolution	6/13/2018	Resolution Letter
CAFR	6/15/2018	Backup Material
Management Letter	6/20/2018	Backup Material

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

**A RESOLUTION RECEIVING AND PLACING ON FILE  
THE VILLAGE OF BENSENVILLE COMPREHENSIVE  
ANNUAL FINANCIAL REPORT  
AND MANAGEMENT LETTER  
FOR FISCAL YEAR END DECEMBER 31, 2017**

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

WHEREAS, the VILLAGE is required under the Illinois Municipal Auditing Law (65 ILCS 5/8-8-1 et.seq) to cause an audit of the funds and accounts of the municipality to be made by an accountant; and

WHEREAS, the accounting firm of G.W. & Associates has been retained by the Village to conduct this audit of the financial statements for the Village for the year ended December 31, 2017; and

WHEREAS, G.W. & Associates has completed this audit of the financial statements for the Village for the year ended December 31, 2017 and has submitted to the Village its Independent Auditor’s Report.

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

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

SECTION TWO: That the Comprehensive Annual Financial Report and Management Letter for Fiscal Year Ended December 31, 2017 is hereby received and Placed on file.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this \_\_\_\_\_ day of June 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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

Visit our site at [www.bensenville.il.us](http://www.bensenville.il.us)



# 2017 COMPREHENSIVE ANNUAL FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED DECEMBER 31, 2017



**BENSENVILLE**  
GATEWAY TO OPPORTUNITY

Village of Bensenville  
12 S Center Street  
Bensenville, IL 60106

Phone: 630-766-8200

**VILLAGE OF BENSENVILLE,  
ILLINOIS**

**COMPREHENSIVE  
ANNUAL FINANCIAL REPORT**

**FOR THE YEAR ENDED  
DECEMBER 31, 2017**



Prepared by:

Amit Thakkar, Director of Finance  
Sharon Guest, Sr. Accountant

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**COMPREHENSIVE ANNUAL FINANCIAL REPORT**  
**December 31, 2017**

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**VILLAGE OF BENSENVILLE, ILLINOIS**  
**COMPREHENSIVE ANNUAL FINANCIAL REPORT**  
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# VILLAGE OF BENSENVILLE, ILLINOIS

## COMPREHENSIVE ANNUAL FINANCIAL REPORT

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**VILLAGE OF BENSENVILLE, ILLINOIS**  
**COMPREHENSIVE ANNUAL FINANCIAL REPORT**  
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# VILLAGE OF BENSENVILLE, ILLINOIS

## COMPREHENSIVE ANNUAL FINANCIAL REPORT

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## **INTRODUCTORY SECTION**

This section includes miscellaneous data regarding the Village including: List of Principal Officials, Organization Chart, Transmittal Letter and the Certificate of Achievement for Excellence in Financial Reporting.

# **VILLAGE OF BENSENVILLE, ILLINOIS**

**Principal Officials**  
**December 31, 2017**

---

## **VILLAGE PRESIDENT**

Frank DeSimone

## **VILLAGE BOARD OF TRUSTEES**

Rosa Carmona

Agnieszka Jaworska

Ann Franz

McLane Lomax

Armando Perez

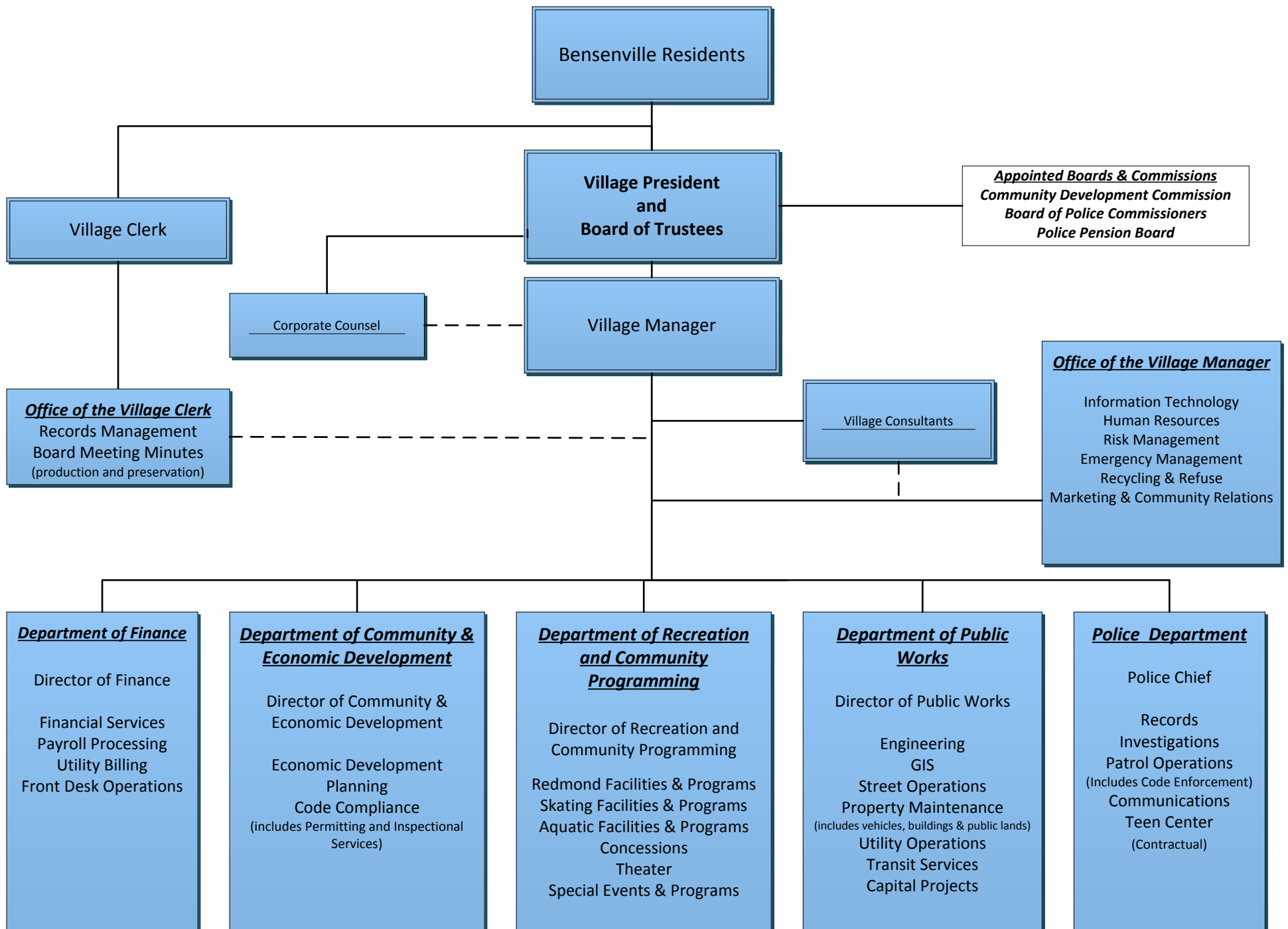
Nicholas Panicola Jr.

## **ADMINISTRATIVE**

Evan K. Summers, Village Manager

Nancy Quinn, Village Clerk

# Village of Bensenville Organization Chart



June 11, 2018

**VILLAGE BOARD**

**President**

Frank DeSimone

**Trustees**

Rosa Carmona

Ann Franz

Agnieszka "Annie" Jaworska

McLane Lomax

Nicholas Panicola Jr.

Armando Pares

**Village Clerk**

Nancy Quinn

**Village Manager**

Evan K. Summers

The Honorable Frank DeSimone, Village President  
Members Board of Trustees  
Citizens of the Village of Bensenville

Ladies and Gentlemen;

Submitted for your review and consideration is the Comprehensive Annual Financial Report (CAFR) of the Village of Bensenville, for the fiscal year ended December 31, 2017. Illinois State Statute requires that municipal governments, following the close of each fiscal year, publish a complete set of financial statements presented in conformity with accounting principles generally accepted in the United States of America (GAAP) and audited in accordance with Generally Accepted Auditing Standards (GAAS) by a firm of licensed certified public accountants. This Comprehensive Annual Financial Report is issued by the Village of Bensenville in response to this requirement.

Responsibility for both the accuracy of the data presented and the fairness of the presentation, including all disclosures, rests with Village management. We believe the data as presented is accurate in all material aspects; that it is presented in a manner designed to fairly set forth the Village's financial position and results of operations as measured by the financial activity of its various funds; and that all disclosures necessary to enable the reader to gain maximum understanding of the Village's financial condition have been included. The organization and content of the report follows the standards for annual financial reporting promulgated by the Governmental Accounting Standards Board (GASB).

To provide a reasonable basis for making these representations, management of the Village has established a comprehensive internal control framework to protect the assets of the Village and to compile sufficiently reliable information for the preparation of the Village of Bensenville's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the Village's internal control framework has been designed to provide reasonable rather than absolute assurance that the financial statements are free from material misstatements. As management, we assert that to the best of our knowledge and belief, this financial report is complete and reliable in all material aspects.

The Village's financial statements have been audited by G.W. & Associates, a firm of licensed certified public accountants. The goal of the independent audit is to provide reasonable assurance that the financial statements of the Village of Bensenville for the fiscal year ended December 31, 2017, are free of material misstatements. The independent audit involves examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluation of the overall financial statement presentation. The independent auditors concluded, based upon their audit procedures, that there was a reasonable basis for rendering an unmodified opinion that the Village's financial statements for the fiscal year ended December 31, 2017, are presented fairly and in conformity with GAAP. The independent auditors' report is presented as the first component of the financial section of this report.

Governmental Accounting Standards Board Statement Number 34 requires that the Village provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This transmittal letter is designed to complement the MD&A and should be read in conjunction with it. The MD&A is found immediately following the report of the independent auditors.

## PROFILE OF THE VILLAGE OF BENSENVILLE

The Village of Bensenville, a non-home rule community as defined by the Illinois Constitution, was incorporated in 1884 and is located approximately 17 miles northwest of downtown Chicago, bordering the southwest corner of O'Hare International Airport. The Village of Bensenville is located in both DuPage and Cook Counties. Of the Village's total 2016 Equalized Assessed Valuation ("EAV"), 95.8% was within DuPage County and 4.2% was within Cook County. The Village comprises a total land area of approximately 5.6 square miles. Population as reported by the 2010 census is 18,352, which represents a decrease of 11.36% over the 2000 population of 20,703.

The Village operates under the managerial form of government. Under this form of government, policymaking and legislative authority are vested in the Village Board, which consists of a Village President and a six-member Board of Trustees. The Board is elected at-large, on a non-partisan basis. The Village Board is responsible for, among other things, adopting resolutions, passing ordinances, adopting the budget, and hiring the Village Manager and the Village Attorney. The Village Manager is responsible for carrying out the policies and ordinances of the Village Board and for overseeing the day-to-day operations of the Village. With the exception of sworn police officers who are required by statute to be hired through the Board of Police Commissioners, the Village Manager is responsible for hiring and managing all Village employees, including the heads of all Village Departments.

The Village provides a full range of services, including police protection, the construction and maintenance of streets and other infrastructure and the operation of water and wastewater facilities. Beyond these general Village activities, the Police Pension Plan has also been included in the reporting entity in accordance with GAAP.

The following Districts have not met the established criteria for inclusion in the reporting entity and, accordingly, are excluded from this report:

- Bensenville Park District
- Bensenville Fire District Number 2
- Bensenville Community Library District

The annual budget serves as the foundation for the Village's financial plan and organizational strategy. The budget is prepared by fund, department and program. The Village Manager may make transfers of appropriations within a fund. Budget-to-actual comparisons are provided for the General Fund. This comparison is presented on page 73 as required supplementary information.

## MAJOR VILLAGE INITIATIVES

**For the Year.** The Village staff, following specific directives from the Village Board and the Village Manager, has been involved in a variety of projects/initiatives throughout the 2017 Fiscal Year. The most significant of these projects/initiatives are discussed more thoroughly below:

- The Village developed a 5 year Community Investment Plan (Capital Improvement Program). The CIP includes information on the Village's long-term program and plans for capital improvements and the capital costs associated with the implementation of the plan. The plan also identifies those costs associated with maintaining capital improvements so that on-going maintenance costs of improvements and their impact on the respective operating budgets can be considered when determining whether to proceed with a project.
- The Village has completed the Ice Rink floor replacement project at the Edge Ice Arena. The said project was completed using an inter-fund loan of \$2.38 million from the General Fund. The Village also has completed major projects like Church Road Bike-path, Church Road street improvements, Downtown streetscape improvements (North of Railroad tracks).
- The Village has successfully have refinanced the bond series 2011-A (\$9,945,000) for northern industrial district TIF. The refinancing of the series 2011-A is going to provide the savings of \$770,000 in the future interest costs for the TIF.
- The Bensenville-led initiative of testing different runway configurations at night began in 2017. With the realization that all communities around O'Hare benefit from their proximity to the airport, all communities should share some level of airplane noise. Ultimately, the rotation plan will ensure that no community is adversely impacted with nighttime airplane noise on consecutive weeks. This will markedly improve the quality of life for some Bensenville neighborhoods directly below the flight paths.

- The Village is always trying to reduce the burden of the property tax on residents and businesses by creating and relying on the alternative sources of revenues. As a result, Village did increase the sales tax revenues and was able to achieve a moderate (2%) property tax increases for the year tax year 2017 (financial year 2018).
- The Village has successfully implemented the senior programs like Senior Snow Plowing program and Senior Grass cutting program during the year 2017.
- Village has also successfully implemented the efficiency and effectiveness at all the departments of the Village and as a result, all the departments of the Village has performed their activities while being under budget.
- With the objective of providing quality recreation opportunities to the community, the Village hosted in 2017 a number of events including a Fourth of July parade and fireworks with live entertainment, Holiday Magic and Tree Lighting, and a Wednesday night Music in the Park series which ran throughout the entire summer. In addition to generating a positive image of the Village, these special events also support local businesses and served to generate additional sales-tax revenues.

#### Our Mission

The Mission of Village Government is to be *FINANCIALLY SOUND* and  
Provide *CUSTOMER FRIENDLY SERVICES* of the *HIGHEST QUALITY*

The Village Government *ENGAGES RESIDENTS* and *PARTNERS* for *COMMUNITY BENEFIT*.

The established goals through 2017 included the following:

- Vibrant Major Corridors
- Financially Sound Village Providing Quality Customer Oriented Service
- Become a Major Business and Corporate Center
- Enrich the Lives of Village Residents
- Safe and Beautiful Village

To achieve these goals certain measures have already been completed or are in progress and others have been identified to be address in 2017

#### FACTORS AFFECTING FINANCIAL CONDITION

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the Village operates.

**Local Economy.** The lasting effects of the Great Recession and our loss of 665 residences and 110 businesses resulting from the O'Hare Modernization Program continue to have an impact on the Village's available revenue streams. However, after deploying the majority of the City of Chicago O'Hare settlement to repair our balance sheet, the financial health of the Village has improved and we are now focusing on building the future for Bensenville.

In addition to direct actions taken by the Village, the local economy of the Village has proved to be resilient and able to weather the downturn. The Village's prime location positions it to take advantage of the \$11.4 billion Chicago O'Hare expansion project. Additionally, the State of Illinois is funding a \$67 million dollar roadway improvement which will re-route a train intersection eliminating Bensenville's worst bottleneck. Finally, the Illinois Tollway has agreed to build and manage the \$3.6 billion Elgin O'Hare / Western Bypass roadway project that runs directly through Bensenville. This revolutionary roadway project is funded and projected to be completed in 2025. By the time it is completed, the Elgin O'Hare / Western Bypass will create 41,000 permanent new jobs in the O'Hare area. With literally billions of dollars being spent at our borders, Bensenville is well positioned to benefit in the long run economically.

In 2017, the local business environment continued to improve. The sales tax revenue for the year increased by 2.24% versus the previous year which shows clear signs of improving economy as well as excellent financial condition of the Village of Bensenville. There were 268 home sales in 2017 compared to 243 sales in 2016 with the average sales price of \$223,870 a home in Bensenville. The number of foreclosures in 2017 was 39 compared to 48 in 2016.

As a result, of these trends along with conservative budgeting including funding operating expenditures with operating revenues and not relying on one time revenue sources to paper over shortfalls the Village continued to improve its financial position. With the improving economic landscape the Village is committed to maintaining its public infrastructure which

is indicative of a healthy, vibrant community. The Village's 2018 budget includes significant dollars, 29.69% of the budget, dedicated to capital improvements.

**Long-Term Financial Planning.** The 2017 work plan developed in conjunction with the Strategic Planning process identified a number of initiatives relating to financial long-term planning. For 2017, long-term financial objectives include:

- Funding of operations in the General Fund and Utility Fund through the use of operating revenues net of transfers.
- Analyzing water and sewer rates and comparing progress compared to the water and sewer rate study.
- Updating the Village's 5-year financial plan.
- Continuing the efforts to reduce the burden of property tax for residents and businesses by creating new alternative revenue sources by capitalizing on the current geographical assets and economy.
- Continuing to win the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award.
- Continuing to win the GFOA Certificate of Achievement for Excellence in Financial Reporting.
- Implementing the comprehensive Economic Development Strategy Plan (FAA Study).

The Village of Bensenville is among the most active of entities focused on debt refunding. A debt refunding is when the village issues debt at a low interest rate to pay off debt that was originally issued at a higher interest rate. Since 2011 the Village has had 10 refunding issuances which lowered our average interest rate to 3.53% from 5.29% and saved the Village \$2.3 million. During the year 2017, the Village has refunded 2011-A series bond and captured the savings in future interest costs worth \$770,000. The Village was also able to affirm the credit ratings of Aa3 from Moody's. The Village will continue to evaluate and take advantage of any debt service refunding options to reduce the interest payable on long-term debt service expenditures.

**Cash Management Policies and Practices.** In 2011 the Village evaluated and updated its Investment Policy. The old investment policy had not been updated since 1999. The new policy insures the Village invests surplus funds in a way that maximizes safety while insuring the best possible return. The new policy is in compliance with Federal and State laws and adheres to current best practices in local government finance. Cash temporarily idle during the year in the Village's operating funds was invested with the assistance of a money manager in money markets, certificates of deposit or in the Illinois State Treasurer's Pool (Illinois Funds). The Police Pension fund is managed by the Police Pension Board. This Board has retained a money manager who makes recommendations to maximize the total return of the portfolio within the constraints of the Pension Board's investment policy. Investment income (losses) includes appreciation and/or reductions in the fair value of investments. Reductions in fair value during the current year, however, do not necessarily represent trends that will continue.

**Risk Management.** The Village was self-insured for general liability and workers compensation but, starting the month of December 2015, the Village has taken an Insurance Policy to cover itself from all worker's compensation claim. The policy is taken from Assurance Agency and will protect the Village from all the worker's compensation related claims occurring on or after December 1, 2015.

**Pension and Other Post-Employment Benefits:** The Village sponsors a single-employer defined benefit pension for full-time sworn police personnel. Each year, an independent actuary engaged by the Police Pension Board, calculates the amount of the annual contribution that the Village must make to the pension plan to ensure that the plan will be able to fully meet its obligations to retired employees. In past fiscal years the Village has not been in a financial position to fully fund each annual required contribution to the pension plan as determined by the actuary. In 2017 for the sixth year in a row the Village was able to fully fund its annual contribution. The Village has budgeted to fully fund its annual contribution in 2017 and is committed to meeting this obligation in future years as well.

The Village also provides pension benefits for its nonpublic safety and civilian police and personnel. These benefits are provided through a statewide plan managed by the Illinois Municipal Retirement Fund (IMRF). The Village has no obligation in connection with the employee benefits offered through this plan beyond its contractual payments to IMRF.

The Village has completed the implementation of GASB Statement No. 45, Accounting and Financial Reporting by Employees for Post-Employment Benefit Plans Other than Pensions. Since the Village does not contribute toward the cost of the retiree's health insurance, the Village is reporting only the implicit liability that is created when the retiree (by State Statute) is charged the group rate for the insurance as opposed to the true rate that would have been charged based on the risk.

Additional information on the Village's pension arrangements and other post-employment benefits can be found in Note 4 in the financial statements.

In June 2012, the Governmental Accounting Standards Board (GASB) issued Statement No. 67, *Financial Reporting for Pension Plans*, which applies to individual pension plans issuing their own audited financial statements, and Statement No. 68, *Accounting and Financial Reporting for Pensions*, which applies to the state and local government employers that sponsor pension plans. The Statements apply to the reporting of the Illinois Municipal Retirement Fund (IMRF) and Police Pension Fund for the Village. The Statements establish standards for measuring and recognizing liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures related to the pension plans. The Statements specifically identify the methods and assumptions that are to be used in calculating and disclosing these pension-related accounts in the financial statements and also provide for additional note disclosures and required supplementary information. The Statements are intended to improve information provided by state and local government employers regarding financial support to their pension plans, and ultimately requires that the total net pension liabilities of the pension plans be recorded on the face of the financial statements of the sponsoring government. GASB Statement No. 67 is applicable to the separately issued financial statements of the pension plan for the year ended December 31, 2014 and onwards. GASB Statement No. 68 is applicable to the Village's financial statements for the year ended December 31, 2015 and onwards. Both the above GASB standards are fully implemented for the Village of Bensenville and reflected accordingly for the financial statements for the year 2017.

#### **AWARDS AND ACKNOWLEDGEMENTS.**

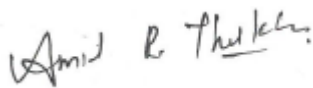
**Awards.** The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village for its Comprehensive Annual Financial Report (CAFR) for the fiscal year ended December 31, 2016. In order to be awarded a Certificate of Achievement, the Village published an easily readable and efficiently organized CAFR. This report satisfied both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year. We believe that our current CAFR continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

**Acknowledgements.** On a final note, the preparation of this report was truly a team effort and could not have been accomplished without the efficient and dedicated services of the entire Finance team. We would like to express our appreciation especially to Sharon Guest, Sr. Accountant and all other members of the Finance Department who assisted and contributed to the preparation of this report.

On behalf of the Finance Department, we would like to thank the Village President and members of the Board of Trustees, and our leadership team at the Village of Bensenville for their commitment to addressing the financial challenges facing this community.

Submitted by:



Amit R. Thakkar, CPA  
Director of Finance



Evan K. Summers  
Village Manager



Government Finance Officers Association

**Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting**

Presented to

**Village of Bensenville  
Illinois**

For its Comprehensive Annual  
Financial Report  
for the Fiscal Year Ended

**December 31, 2016**

*Christopher P. Morill*

Executive Director/CEO

## FINANCIAL SECTION

This section includes:

- Independent Auditors' Report
- Management's Discussion and Analysis
- Basic Financial Statements
- Required Supplementary Information
- Combining and Individual Fund Financial Schedules
- Supplemental Schedules



To the Honorable President and Board of Trustees  
Village of Bensenville, Illinois

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Bensenville, Illinois, as of and for the year ended December 31, 2017, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Village of Bensenville, Illinois Police Pension Fund, which represent 66.95 percent, 75.17 percent, and 57.6 percent, respectively, of the assets, fund balance/net position, and revenues/additions of the aggregate remaining fund information. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Village of Bensenville, Illinois Police Pension Fund, is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### **Opinions**

In our opinion, based on our audit and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Bensenville, Illinois, as of December 31, 2017, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Emphasis of Matter**

As discussed in Note 1 to the financial statements, the North Industrial TIF District and Special Service Area #9 funds which were reported as major funds in the prior year, are now reported as non-major funds. In addition, the Village has created a new fund, the Parks & Recreation fund which is reported as major. Our opinion is not modified with respect to this matter.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedules of changes in Employers net pension liability and related ratios, schedules of Employer contributions, and schedule of funding progress and employer contributions for other post-employment benefit plan on pages MD&A 1-14 and 67-74 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We and other auditors have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village of Bensenville, Illinois' basic financial statements. The introductory section, combining and individual fund financial statements, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America by us and other auditors. In our opinion, based on our audit, the procedures performed as described above, and the report of the other auditors, the combining and individual fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

*JW & Associates, P.C.*

Hillside, Illinois  
June 11, 2018

**VILLAGE OF BENSENVILLE, ILLINOIS  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2017**

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Our discussion and analysis of the Village of Bensenville's (the Village) financial performance provides an overview of the Village's financial activities for the fiscal year ended December 31, 2017. Please read it in conjunction with the transmittal letter, which begins on page iii and the Village's financial statements, which begin on page 3.

**FINANCIAL HIGHLIGHTS**

- The Village's net position increased as a result of this year's operations. Net position of the governmental activities increased by \$3,600,145, or 7.98 percent and net position of business-type activities increased by \$1,702,953, or 2.55 percent.
- During the year, government-wide revenues before transfers for governmental activities totaled \$29,687,755, while expenses totaled \$26,767,610, resulting in an increase to net position of \$2,920,145. For the business type activity, the government-wide revenue totaled \$12,840,547, while the expenses totaled \$10,457,594 (before the transfers of \$680,000), resulting an increase to the net position by \$2,382,953.
- The Village's net position totaled \$117,286,425 on December 31, 2017, which includes \$106,048,305 net investment in capital assets, \$7,638,915 subject to external restrictions, and \$3,599,205 unrestricted net position that may be used to meet the ongoing obligations to citizens and creditors.
- The General Fund reported a deficit this year of \$1,248,655 resulting in ending fund balance of \$18,457,736, a decrease of 6.34 percent. The deficit was a planned deficit as we have spent the accumulated motor fuel tax fund for the street projects. The unassigned fund balance has decreased from \$10,964,633 to \$9,028,364 because of an inter-fund loan (\$2,375,000) to the Recreation Fund for the Edge Ice Arena floor replacement. \$2,375,000 is treated as non-spendable fund balance as of December 31, 2017. These funds will be recovered back from the Recreation fund over the next 3 years and will be added back to the unassigned fund balance.

**USING THIS ANNUAL REPORT**

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 3 - 5) provide information about the activities of the Village as a whole and present a longer-term view of the Village's finances. Fund financial statements begin on page 6. For governmental activities, these statements tell how these services were financed in the short term as well as what remains for future spending. Fund financial statements also report the Village's operations in more detail than the government-wide statements by providing information about the Village's most significant funds. The remaining statements provide financial information about activities for which the Village acts solely as a trustee or agent for the benefit of those outside of the government.

**VILLAGE OF BENSENVILLE, ILLINOIS  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2017**

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**USING THIS ANNUAL REPORT (Continued)**

**Government-Wide Financial Statements**

The government-wide financial statements provide readers with a broad overview of the Village's finances, in a matter similar to a private-sector business. The government wide financial statements can be found on pages 3 - 5 of this report.

The Statement of Net Position reports information on all of the Village's assets/deferred outflows and liabilities/deferred inflows, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Village is improving or deteriorating. Consideration of other nonfinancial factors, such as changes in the Village's property tax base and the condition of the Village's infrastructure, is needed to assess the overall health of the Village.

The Statement of Activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the Village that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the Village include general government, public safety, public works, culture and recreation, community development and interest on long term debt. The business-type activities of the Village include utility, recycling and refuse and commuter parking lot operations.

**Fund Financial Statements**

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Village, like other local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Village can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

**VILLAGE OF BENSENVILLE, ILLINOIS  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2017**

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**USING THIS ANNUAL REPORT (Continued)**

**Governmental Funds**

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the Village's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate the comparison between governmental funds and governmental activities.

The Village maintains twenty-one individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Debt Service Fund, Capital Improvement Fund, TIF VII Irving Park/Church Road Fund, and Parks and Recreation Fund, which are considered major funds. Data from the other sixteen governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

The Village adopts an annual appropriated budget for all of the governmental funds, except the Special Service Area 1 and Special Service Area 2 Funds. A budgetary comparison schedule for the budgeted funds has been provided to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found on pages 6 - 11 of this report.

**Proprietary Funds**

The Village maintains one proprietary fund type: enterprise. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The Village utilizes enterprise funds to account for its utility, recycling and refuse, and commuter parking lot operations.

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**DECEMBER 31, 2017**

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**USING THIS ANNUAL REPORT (Continued)**

Proprietary fund financial statements provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Utility Fund, which is considered to be a major fund of the Village. Data from the other two proprietary funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major proprietary funds is provided in the form of combining statements elsewhere in this report.

The basic proprietary fund financial statements can be found on pages 12 - 14 of this report.

**Fiduciary Funds**

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the Village's own programs. The accounting use for fiduciary funds is much like that used for proprietary funds. The basic fiduciary fund financial statements can be found on pages 15 - 16 of this report.

**Notes to the Financial Statements**

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 17 - 66 of this report.

**Other Information**

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the Village's I.M.R.F. and police employee pension obligations, other post-employment benefits, and budgetary comparison schedule for the General Fund and Parks and Recreation Fund. Required supplementary information can be found on pages 67 - 74 of this report. The combining statements referred to earlier in connection with non-major governmental funds is presented immediately following the required supplementary information on pensions. Combining and individual fund statements and schedules can be found on pages 75 - 112 of this report.

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**DECEMBER 31, 2017**

**GOVERNMENT-WIDE FINANCIAL ANALYSIS**

Net position may serve over time as a useful indicator of a government's financial position. The following tables show that in the case of the Village, assets/deferred outflows exceeded liabilities/deferred inflows by \$117,286,425.

	Net Position					
	Governmental Activities		Business-Type Activities		Total	
	2017	2016	2017	2016	2017	2016
Current/Other Assets	\$ 35,803,658	\$ 36,728,472	\$ 9,769,717	\$ 9,859,691	\$ 45,573,375	\$ 46,588,163
Capital Assets	97,125,085	93,787,889	93,845,706	94,959,560	190,970,791	188,747,449
Total Assets	132,928,743	130,516,361	103,615,423	104,819,251	236,544,166	235,335,612
Deferred Outflows	3,153,853	2,238,217	133,622	638,845	3,287,475	2,877,062
Long-Term Debt	66,329,654	70,545,215	30,994,149	34,164,086	97,323,803	104,709,301
Other Liabilities	12,681,411	10,761,605	3,556,817	4,404,767	16,238,228	15,166,372
Total Liabilities	79,011,065	81,306,820	34,550,966	38,568,853	113,562,031	119,875,673
Deferred Inflows	8,340,130	6,316,502	643,055	37,172	8,983,185	6,353,674
Net Position						
Net Investment in Capital Assets	44,943,076	38,962,592	61,105,229	60,336,904	106,048,305	99,299,496
Restricted	7,638,915	9,246,171	-	-	7,638,915	9,246,171
Unrestricted (Deficit)	(3,850,590)	(3,077,507)	7,449,795	6,515,167	3,599,205	3,437,660
Total Net Position	\$ 48,731,401	\$ 45,131,256	\$ 68,555,024	\$ 66,852,071	\$ 117,286,425	\$ 111,983,327

A large portion of the Village's net position, \$106,048,305 or 90.4 percent, reflects its investment in capital assets (for example, land, buildings, machinery, and equipment), less any related debt used to acquire those assets, and is still outstanding. The Village uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the Village's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion, \$7,638,915 or 6.5 percent, of the Village's net position represents resources that are subject to external restrictions on how they may be used. The remaining 3.1 percent or \$3,599,205 represents unrestricted net position that may be used to meet the Village's ongoing obligations to citizens and creditors. Net unrestricted position for governmental activities as of December 31, 2017 is showing a deficit of \$3,850,590. The deficit is occurring due to the application of GASB 67/68 since 2015.

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**DECEMBER 31, 2017**

**GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)**

	Change in Net Position					
	Governmental		Business-Type		Total	
	Activities		Activities			
	2017	2016	2017	2016	2017	2016
<b>Revenues</b>						
Program Revenues						
Charges for Services	\$ 5,388,623	\$ 5,294,182	\$ 12,420,833	\$ 12,379,219	\$ 17,809,456	\$ 17,673,401
Operating Grants/Contrib.	732,368	650,356	369,483	327,413	1,101,851	977,769
Capital Grants/Contrib.	-	-	-	-	-	-
General Revenues						
Property Taxes	8,141,647	7,551,392	-	-	8,141,647	7,551,392
Income Taxes	1,825,075	1,786,458	-	-	1,825,075	1,786,458
Sales Taxes	10,146,720	8,419,468	-	-	10,146,720	8,419,468
Utility Taxes	1,333,279	1,390,985	-	-	1,333,279	1,390,985
Telecommunication Taxes	983,753	1,121,053	-	-	983,753	1,121,053
Other Taxes	453,713	669,857	-	-	453,713	669,857
Other General Revenues	682,577	825,836	50,231	28,383	732,808	854,219
Total Revenues	29,687,755	27,709,587	12,840,547	12,735,015	42,528,302	40,444,602
<b>Expenses</b>						
General Government	4,934,877	4,951,001	-	-	4,934,877	4,951,001
Public Safety	8,322,640	4,331,739	-	-	8,322,640	4,331,739
Communication Development	1,523,388	1,994,645	-	-	1,523,388	1,994,645
Public Works	5,679,655	5,611,956	-	-	5,679,655	5,611,956
Cultural and Recreation	3,298,628	9,017,721	-	-	3,298,628	9,017,721
Interest and Long-Term Debt	3,008,422	2,971,937	-	-	3,008,422	2,971,937
Utility	-	-	9,359,641	10,457,517	9,359,641	10,457,517
Recycling and Refuse	-	-	1,083,772	1,052,562	1,083,772	1,052,562
Commuter Parking Lot	-	-	14,181	13,562	14,181	13,562
Total Expenses	26,767,610	28,878,999	10,457,594	11,523,641	37,225,204	40,402,640
<b>Change in Net Position</b>						
Before Transfers	2,920,145	(1,169,412)	2,382,953	1,211,374	5,303,098	41,962
<b>Transfers</b>	680,000	680,000	(680,000)	(680,000)	-	-
<b>Change in Net Position</b>	3,600,145	(489,412)	1,702,953	531,374	5,303,098	41,962
<b>Net Position - Beginning</b>	45,131,256	45,620,668	66,852,071	66,320,697	111,983,327	111,941,365
<b>Net Position - Ending</b>	\$48,731,401	\$45,131,256	\$ 68,555,024	\$ 66,852,071	\$ 117,286,425	\$ 111,983,327

**VILLAGE OF BENSENVILLE, ILLINOIS  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2017**

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**GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)**

Net position of the Village's governmental activities has increased by 7.98 percent (\$48,731,401 in 2017 compared to \$45,131,256 in 2016), while net position of business-type activities increased by 2.55 percent (\$68,555,024 in 2017 compared to \$66,852,071 in 2016). The most significant increase in revenues from the prior year was in sales tax. Much of this increase was the result of a one-time adjustment to recognize revenue that was deferred in the prior year. The efficiency and effectiveness measures undertaken by the management and the administration at the Village of Bensenville is a reason for such an increase in the net assets of the Village.

**Governmental Activities**

Revenues for governmental activities totaled \$29,687,755, while the cost of all governmental functions totaled \$26,767,610. This results in a net excess of \$2,920,145 prior to the transfers in of \$680,000. In 2016, the expenses of \$28,878,999 exceeded the revenues of \$27,709,587 by \$1,169,412 (deficit) before the transfers in of \$680,000.

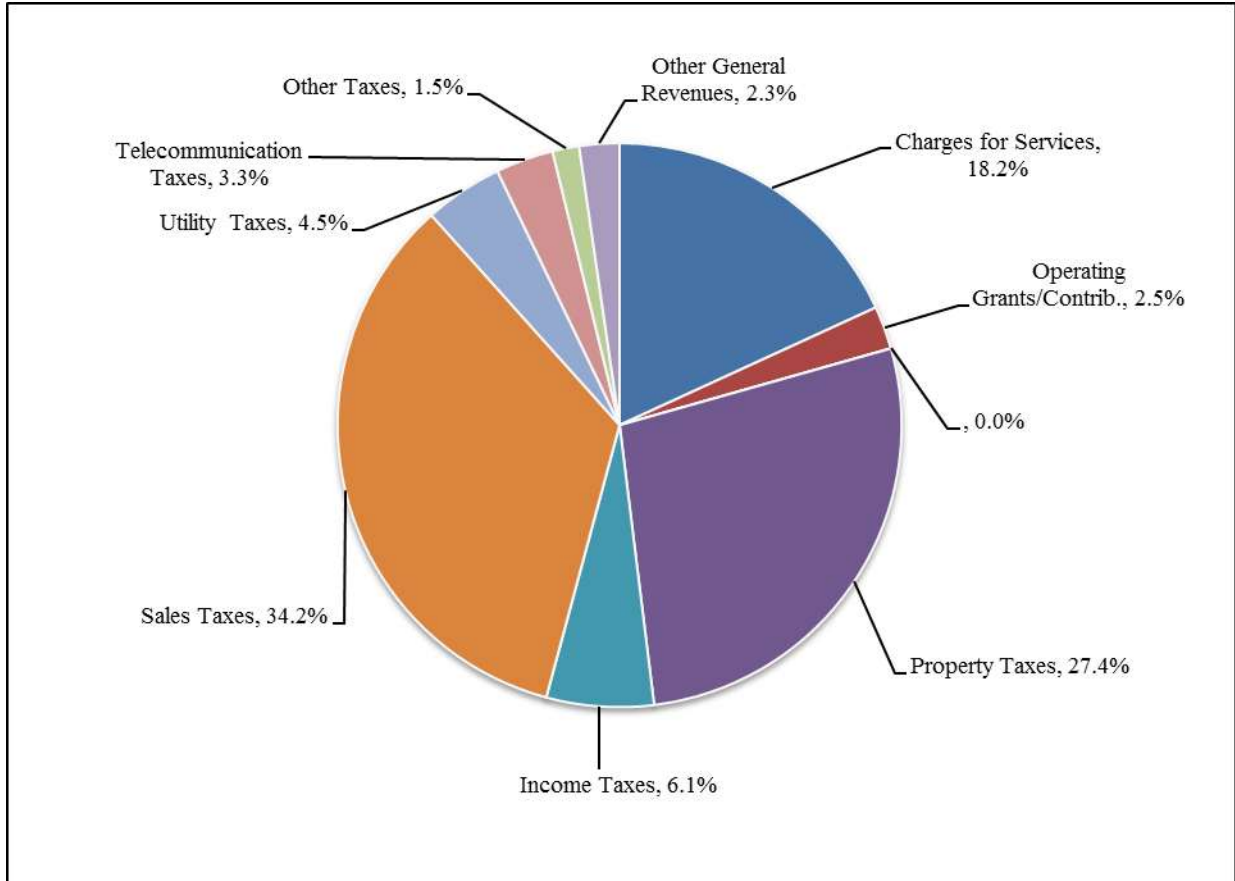
The following table graphically depicts the major revenue sources of the Village. It depicts very clearly the reliance of property taxes, sales taxes, utility taxes and use taxes to fund governmental activities. It also clearly identifies the less significant percentage the Village receives from income taxes.

**VILLAGE OF BENSENVILLE, ILLINOIS  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2017**

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**GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)**

**Revenue By Source – Governmental Activities**

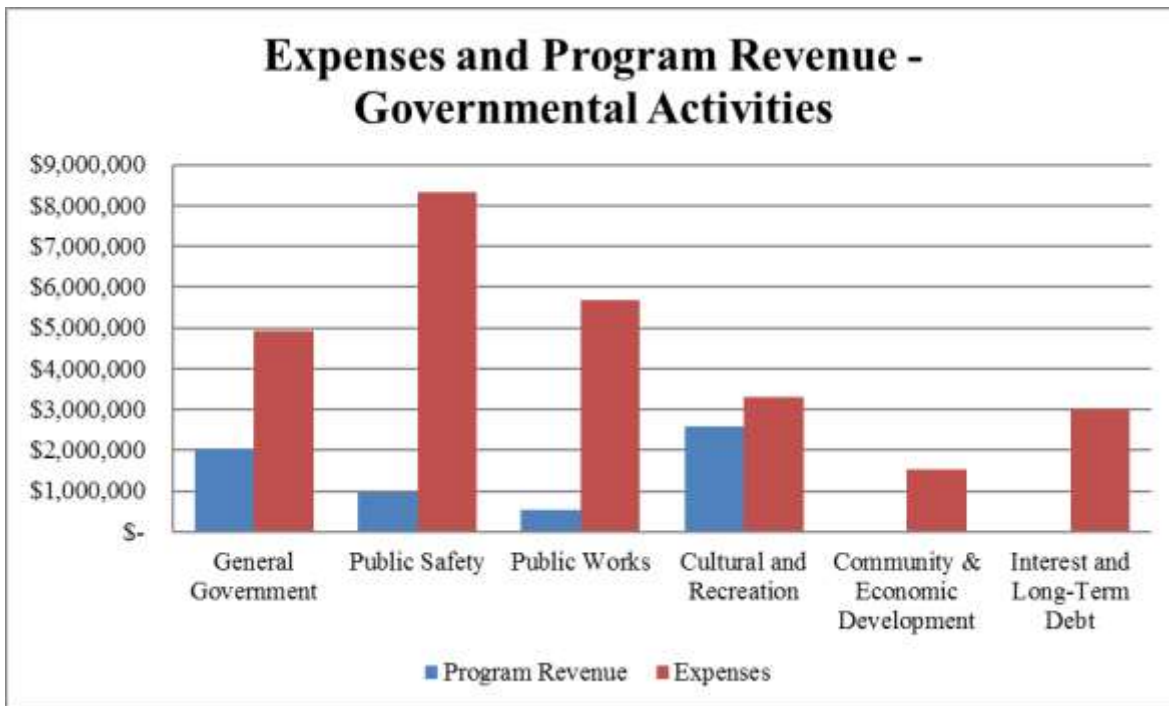


**VILLAGE OF BENSENVILLE, ILLINOIS  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2017**

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**GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)**

The 'Expenses and Program Revenues' Table identifies those governmental functions where program expenses greatly exceed revenues.



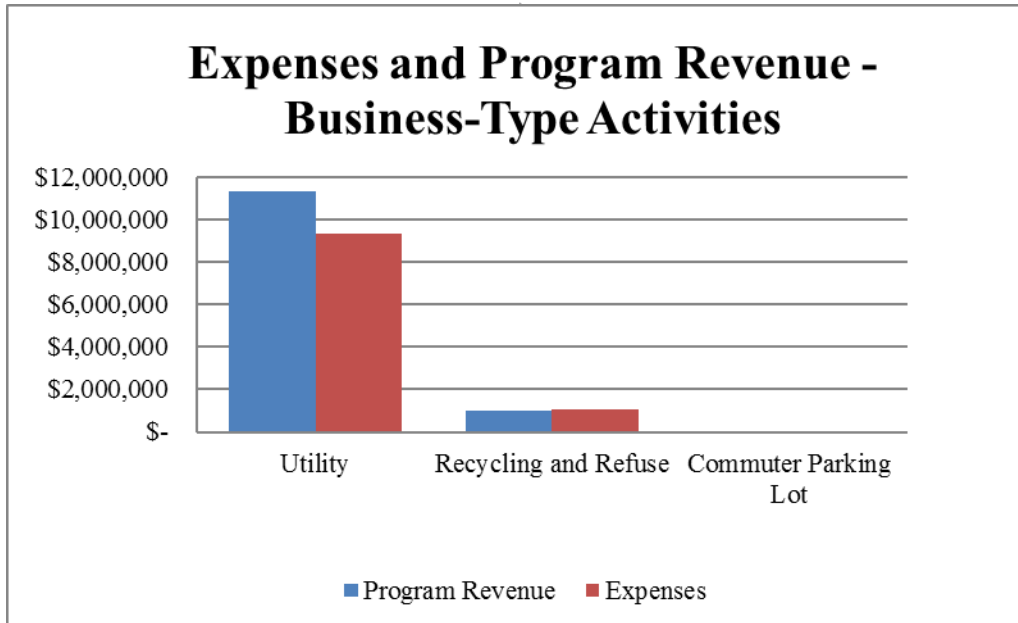
**Business-Type Activities**

Business-Type activities posted total revenues of \$12,840,547, while the cost of all business-type activities totaled \$10,457,594. This results in a surplus of \$2,382,953 prior to transfers out of \$680,000. In 2016, revenues of \$12,735,015 exceeded expenses of \$11,523,641 resulting in a surplus of \$1,211,374 prior to transfers out of \$680,000.

**VILLAGE OF BENSENVILLE, ILLINOIS  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2017**

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**GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)**



The above graph compares program revenues to expenses for utility operations.

**FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS**

As noted earlier, the Village uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

**Governmental Funds**

The focus of the Village's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The Village's governmental funds reported combining ending fund balances of \$23,937,458, which is \$3,802,727, or 13.71 percent lower than last year's total of \$27,740,185. Of the \$23,937,458 total, \$2,744,864, or approximately 11.47 percent, of the fund balance constitutes unassigned fund balance. The reduction in the overall fund balance is attributable to planned use of fund balance from motor fuel tax as well as the capital improvement project for the Edge Ice Arena.

The General Fund reported a deficit in the fund balance for the year of \$1,248,655, a decrease of 6.34 percent. The decrease is attributable to the planned use of the accumulated motor-fuel tax fund balance for the street projects.

The General Fund is the chief operating fund of the Village. At December 31, 2017, unassigned fund balance in the General Fund was \$9,028,364, which represents 48.91 percent of the total fund balance of

**VILLAGE OF BENSENVILLE, ILLINOIS  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2017**

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**FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS (Continued)**

the General Fund. As a measure of the General Fund's liquidity, it may be useful to compare unassigned fund balance to total fund expenditures. Unassigned fund balance in the General Fund represents approximately 55.6 percent of total General Fund expenditures. The General fund has given a loan of \$2.375 million to the Park & Recreation fund for a capital project; the same amount is considered non-spendable fund balance. This loan will be paid back to the General Fund in next three years and the amount will be moved back from the non-spendable fund balance to the unassigned fund balance.

The Debt Service Fund reported an increase in fund balance of \$15,113, resulting in ending fund balance of \$167,825, which is restricted for the future debt-service costs. The Village retired \$3,224,480 in principal in 2017.

The Capital Projects fund reported a \$279,844 decrease in fund balance, resulting in ending fund balance of \$3,760,301. This decrease was due to transfers out of \$1,078,813 for various debt service issues.

TIF VII – Irving Park/Church road reported an increase in the fund balance of \$75,754. The TIF had a negative fund balance of \$3,208,691, which is being reduced to a negative of \$3,132,937.

All other non-major funds combined reported a deficit of \$440,005 and had a combined ending fund balance of \$6,609,623, of which \$5,906,825 is restricted fund balance.

**Proprietary Funds**

The Village's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

The Village reports the Utility Fund as a major proprietary fund. The Utility Fund accounts for all of the operations of the municipal water and sewer system. Water is purchased from the DuPage Water Commission at a rate of \$4.88 per thousand gallons. Sewage is treated by the Village's Waste Water Treatment Plant. Water is sold to all municipal customers at a rate of \$10.00 per thousand gallons. The spread between purchase and sale rates is intended to finance the operations of the utility system, including labor costs, supplies, and infrastructure maintenance. The Village charges municipal sewer customers \$8.49 per thousand gallons for sewer treatment.

The Utility Fund reported net position of \$68,233,568, which is \$1,780,304 or 2.55 percent higher than the last year's net position of \$66,453,264. The surplus is the result of the operational efficiencies on IEPA wastewater treatment as well as efficiency and effectiveness measures undertaken by the staff and the administration.

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**DECEMBER 31, 2017**

## GENERAL FUND BUDGETARY HIGHLIGHTS

The Village Board of Trustees made no budget amendments to the General Fund during the year. General Fund actual revenues for the year totaled \$18,970,617, compared to budgeted revenues of \$19,794,768. The major highlights include an increase of \$309,777 in intergovernmental revenue due to an increase in the sales tax revenues, a reduction of \$376,721 in utility taxes, and a decrease of \$312,122 in telecom taxes (compared to the budgeted amounts).

The General Fund actual expenditures for the year were \$1,748,463 lower than budgeted (\$16,239,836 actual compared to \$17,988,299 budgeted). The general government, public safety, public works, culture and recreation, and community development functions' actual expenditures were all lower than budgeted expenditures by \$1,058,174, \$27,036, \$351,567, \$257,636, and \$54,050, respectively. Overall, the Village undertook cost-controlling measures during the year, which resulted in actual expenditures that were below budget.

## CAPITAL ASSETS AND DEBT ADMINISTRATION

### Capital Assets

The Village's investment in capital assets for its governmental and business type activities as of December 31, 2017 was \$190,695,271 (net of accumulated depreciation). This investment in capital assets includes land, construction in progress, infrastructure, buildings and improvements, machinery and equipment, furniture, vehicles, wells and reservoirs, and transmission/distribution lines.

	Capital Assets - Net of Depreciation					
	Governmental Activities		Business-Type Activities		Total	
	2017	2016	2017	2016	2017	2016
Land	\$ 3,290,796	\$ 3,290,796	\$ 1,504,651	\$ 1,504,651	\$ 4,795,447	\$ 4,795,447
Construction in Progress	2,000,084	2,176,771	975,305	-	2,975,389	2,176,771
Infrastructure	57,317,362	54,099,246	37,123,150	37,706,436	94,440,512	91,805,682
Building and Improvements	32,391,063	31,720,619	32,855,849	33,933,838	65,246,912	65,654,457
Machinery and Equipment	606,381	914,295	2,250,606	2,510,738	2,856,987	3,425,033
Furniture	186,520	222,720	-	-	186,520	222,720
Vehicles	1,057,359	1,087,922	118,160	159,716	1,175,519	1,247,638
Wells and Reservoirs	-	-	904,175	926,068	904,175	926,068
Trans./Distribution Lines	-	-	18,113,810	18,218,113	18,113,810	18,218,113
<b>Total</b>	<b>\$ 96,849,565</b>	<b>\$93,512,369</b>	<b>\$93,845,706</b>	<b>\$94,959,560</b>	<b>\$ 190,695,271</b>	<b>\$ 188,471,929</b>

**VILLAGE OF BENSENVILLE, ILLINOIS  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2017**

## CAPITAL ASSETS AND DEBT ADMINISTRATION

This year's major additions included:

Governmental Activities		Business-Type Activities	
Construction in Progress	\$ 1,651,874	Construction in Progress	\$ 975,305
Infrastructure	4,042,278	Building and Improvements	211,691
Building and Improvements	2,395,520	Trans and Distribution Lines	362,273
Vehicles	346,643	Machinery and Equipment	84,980
	<u>\$ 8,436,315</u>		<u>\$ 1,634,249</u>

Additional information on the Village's capital assets can be found in note 3 on pages 35 - 36 of this report.

### Debt Administration

At year-end, the Village had total outstanding debt of \$85,665,621 as compared to \$91,083,402 the previous year, a decrease of 5.95 percent. During the fiscal year 2017, the Village has refinanced 2011-A bond series for TIF 12 (Northern Industrial District) and have captured savings of \$770,831 in future interest cost. The following is a comparative statement of outstanding debt:

	Long-Term Debt Outstanding					
	Governmental		Business-Type		Total	
	2017	2016	2017	2016	2017	2016
GO/Alt. Revenue Bonds	\$ 47,660,000	\$ 49,250,000	\$ 4,825,000	\$ 5,535,000	\$ 52,485,000	\$ 54,785,000
IEPA Loans Payable	-	-	27,980,594	29,162,790	27,980,594	29,162,790
Notes Payable	3,000,000	3,000,000	-	-	3,000,000	3,000,000
Debt Certificates	1,795,000	3,565,000	-	-	1,795,000	3,565,000
Capital Leases	405,027	570,612	-	-	405,027	570,612
Total	<u>\$ 52,860,027</u>	<u>\$ 56,385,612</u>	<u>\$ 32,805,594</u>	<u>\$ 34,697,790</u>	<u>\$ 85,665,621</u>	<u>\$ 91,083,402</u>

In December 2017, Moody's Investors Service has affirmed the Village's General Obligation Unlimited Tax debt rating at Aa3, which indicates strong financial health for the Village of Bensenville. The State statutes limit the amount of general obligation debt a non-home rule governmental entity may issue to 8.625 percent of its total assessed valuation. The current debt limit for the Village is \$49,054,870. The amount of debt applicable to that limit is \$420,000, which shows that the Village is utilizing only 0.86% of the total available debt limit.

**VILLAGE OF BENSENVILLE, ILLINOIS  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2017**

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**CAPITAL ASSETS AND DEBT ADMINISTRATION (Continued)**

Additional information on the Village's long-term debt can be found in Note 3 on pages 38 - 47 of this report.

**ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES**

The Village's elected and appointed officials considered many factors when setting the fiscal-year 2017 budget, tax rates, and fees that will be charged for its governmental and business-type activities. One of those factors is the economy. Unemployment rates for December 31, 2017 for DuPage County was 3.9 percent and the state and national unemployment rates were 4.9 and 4.1 percent, respectively.

These indicators were taken into account when adopting the General Fund budget for 2018. Amounts available for appropriation in the General Fund budget are \$20.8 million, a decrease of 7.55 percent from the final 2017 budget of \$22.50 million. The Village anticipates a 2% increase in property tax revenues, budgeting \$4.83 million for 2018. The Village has always tried to present a balanced budget and has operated within the Budget limit over the last 5 years.

**REQUESTS FOR INFORMATION**

This financial report is designed to provide a general overview of the Village's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional information should be directed to Office of the Finance Director, Village of Bensenville, 12 S. Center Street, Bensenville, Illinois 60106.

## **BASIC FINANCIAL STATEMENTS**

The basic financial Statements include integrated sets of financial statements as required by the GASB. The sets of statements include:

- Government-Wide Financial Statements
- Fund Financial Statements

Governmental Funds

Proprietary Funds

Fiduciary Funds

In addition, the notes to the financial statements are included to provide information that is essential to a user's understanding of the basic financial statements.

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF NET POSITION**  
**DECEMBER 31, 2017**

	Governmental Activities	Business-Type Activities	Total
<b>Assets</b>			
Current assets			
Cash and investments	\$ 25,876,553	\$ 8,326,972	\$ 34,203,525
Receivables - net	6,506,447	999,018	7,505,465
Due from other governments	3,079,681	-	3,079,681
Internal balances	(443,727)	443,727	-
Inventory/prepays	784,704	-	784,704
Total current assets	<u>35,803,658</u>	<u>9,769,717</u>	<u>45,573,375</u>
Noncurrent			
Capital assets			
Nondepreciable capital assets	5,290,880	2,479,956	7,770,836
Depreciable capital assets	133,177,681	145,296,130	278,473,811
Accumulated depreciation	(41,618,996)	(53,930,380)	(95,549,376)
Total capital assets	<u>96,849,565</u>	<u>93,845,706</u>	<u>190,695,271</u>
Other assets			
Assets held for resale	275,520	-	275,520
Total noncurrent assets	<u>97,125,085</u>	<u>93,845,706</u>	<u>190,970,791</u>
Total assets	<u>132,928,743</u>	<u>103,615,423</u>	<u>236,544,166</u>
<b>Deferred Outflows of Resources</b>			
Deferred items - police pension	2,075,391	-	2,075,391
Loss on refunding	1,078,462	133,622	1,212,084
Total deferred outflows of resources	<u>3,153,853</u>	<u>133,622</u>	<u>3,287,475</u>
Total assets and deferred outflows of resources	<u>136,082,596</u>	<u>103,749,045</u>	<u>239,831,641</u>
<b>Liabilities</b>			
Current liabilities			
Accounts payable	3,599,562	1,116,829	4,716,391
Deposits payable	-	63,536	63,536
Accrued payroll	280,353	32,699	313,052
Accrued interest payable	2,879,869	244,422	3,124,291
Deferred revenue	149,566	-	149,566
Other payables	211,635	-	211,635
Due to police pension	762,108	-	762,108
Current portion of long-term debt	4,798,318	2,099,331	6,897,649
Total current liabilities	<u>12,681,411</u>	<u>3,556,817</u>	<u>16,238,228</u>
Noncurrent liabilities			
Compensated absences payable	514,894	63,896	578,790
Net pension liability - IMRF	129,337	52,956	182,293
Net pension liability - police pension	15,076,315	-	15,076,315
Net other post-employment benefit payable	1,872,171	-	1,872,171
Notes payable	3,000,000	-	3,000,000
General obligation/alternate revenue bonds - net	44,952,393	4,168,505	49,120,898
Debt certificates - net	492,531	-	492,531
Capital lease payable	292,013	-	292,013
IEPA loans payable	-	26,708,792	26,708,792
Total noncurrent liabilities	<u>66,329,654</u>	<u>30,994,149</u>	<u>97,323,803</u>
Total liabilities	<u>79,011,065</u>	<u>34,550,966</u>	<u>113,562,031</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF NET POSITION**  
**DECEMBER 31, 2017**

	Governmental Activities	Business-Type Activities	Total
<b>Deferred Inflows of Resources</b>			
Deferred items - IMRF	1,570,576	643,055	2,213,631
Deferred items - police pension	851,768	-	851,768
Property taxes	5,917,786	-	5,917,786
Total deferred inflows of resources	<u>8,340,130</u>	<u>643,055</u>	<u>8,983,185</u>
 Total liabilities and deferred inflows of resources	 <u>87,351,195</u>	 <u>35,194,021</u>	 <u>122,545,216</u>
<b>Net Position</b>			
Net investment in capital assets	44,943,076	61,105,229	106,048,305
Restricted			
Insurance	608,148	-	608,148
Streets	1,056,952	-	1,056,952
Public Safety	66,990	-	66,990
Public Works	2,562,733	-	2,562,733
Special Service Areas	2,447,474	-	2,447,474
Community Development	896,618	-	896,618
Unrestricted (deficit)	<u>(3,850,590)</u>	<u>7,449,795</u>	<u>3,599,205</u>
 Total net position	 <u>\$ 48,731,401</u>	 <u>\$ 68,555,024</u>	 <u>\$ 117,286,425</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

Function/Programs	Net (Expense)/Revenues					
	Expenses	Program Revenues		Primary Government		
		Charges for Services	Operating Grants/Contributions	Governmental Activities	Business-Type Activities	Totals
<b>Primary Government</b>						
<b>Governmental Activities</b>						
General government	\$ 4,934,877	\$ 1,855,441	\$ 191,849	\$ (2,887,587)	\$ -	\$ (2,887,587)
Public safety	8,322,640	965,683	-	(7,356,957)	-	(7,356,957)
Public works	5,679,655	-	540,519	(5,139,136)	-	(5,139,136)
Culture and recreation	3,298,628	2,567,499	-	(731,129)	-	(731,129)
Community development	1,523,388	-	-	(1,523,388)	-	(1,523,388)
Interest on long-term debt	3,008,422	-	-	(3,008,422)	-	(3,008,422)
Total governmental	<u>26,767,610</u>	<u>5,388,623</u>	<u>732,368</u>	<u>(20,646,619)</u>	<u>-</u>	<u>(20,646,619)</u>
<b>Business-Type Activities</b>						
Utility	9,359,641	11,372,885	369,483	-	2,382,727	2,382,727
Recycling and refuse	1,083,772	1,020,723	-	-	(63,049)	(63,049)
Commuter parking lot	<u>14,181</u>	<u>27,225</u>	<u>-</u>	<u>-</u>	<u>13,044</u>	<u>13,044</u>
Total business-type activities	<u>10,457,594</u>	<u>12,420,833</u>	<u>369,483</u>	<u>-</u>	<u>2,332,722</u>	<u>2,332,722</u>
Total primary government	<u>\$ 37,225,204</u>	<u>\$ 17,809,456</u>	<u>\$ 1,101,851</u>	<u>(20,646,619)</u>	<u>2,332,722</u>	<u>(18,313,897)</u>
General revenues						
Taxes						
Property taxes				\$ 8,141,647	-	8,141,647
Utility taxes				1,333,279	-	1,333,279
Telecommunication taxes				983,753	-	983,753
Other taxes				277,225	-	277,225
Intergovernmental - unrestricted						
Income taxes				1,825,075	-	1,825,075
Sales taxes				10,146,720	-	10,146,720
Personal property replacement				176,488	-	176,488
Interest income				203,618	50,231	253,849
Miscellaneous income				478,959	-	478,959
Transfers - internal activity				<u>680,000</u>	<u>(680,000)</u>	<u>-</u>
Total general revenue and transfers				<u>24,246,764</u>	<u>(629,769)</u>	<u>23,616,995</u>
<b>Change in Net Position</b>				<u>3,600,145</u>	<u>1,702,953</u>	<u>5,303,098</u>
<b>Net Position - Beginning</b>				<u>45,131,256</u>	<u>66,852,071</u>	<u>111,983,327</u>
<b>Net Position - Ending</b>				<u>\$ 48,731,401</u>	<u>\$ 68,555,024</u>	<u>\$ 117,286,425</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**BALANCE SHEET - GOVERNMENTAL FUNDS**  
**DECEMBER 31, 2017**

	General	Parks & Recreation	Debt Service
<b>Assets</b>			
Cash and investments	\$ 12,988,111	\$ 845,745	\$ 162,484
Receivables - net of allowances			
Property taxes	5,263,836	-	459,571
Accounts	486,471	18,447	4,578
Other	2,995	-	763
Due from other governments	2,256,802	-	-
Due from other funds	-	-	-
Advances to other funds	5,412,578	-	-
Inventory	4,091	-	-
Prepays	780,613	-	-
Assets held for resale	-	-	-
Total assets	<u>27,195,497</u>	<u>864,192</u>	<u>627,396</u>
<b>Liabilities</b>			
Accounts payable	1,159,536	400,295	-
Accrued payroll	266,416	13,937	-
Advances from other funds	-	2,375,000	-
Due to other funds	762,108	-	-
Deferred revenue	149,566	-	-
Other payables	191,663	50	-
Total liabilities	<u>2,529,289</u>	<u>2,789,282</u>	<u>-</u>
<b>Deferred Inflows of Resources</b>			
Intergovernmental revenues	622,451	-	-
Business licenses	322,185	-	-
Property taxes	5,263,836	-	459,571
Total deferred inflows of resources	<u>6,208,472</u>	<u>-</u>	<u>459,571</u>
 Total liabilities and deferred inflows of resources	 <u>8,737,761</u>	 <u>2,789,282</u>	 <u>459,571</u>
<b>Fund Balances</b>			
Nonspendable	6,197,282	-	-
Restricted	1,732,090	-	167,825
Committed	-	-	-
Assigned	1,500,000	-	-
Unassigned	9,028,364	(1,925,090)	-
Total fund balances	<u>18,457,736</u>	<u>(1,925,090)</u>	<u>167,825</u>
 Total liabilities, deferred inflows of resources and fund balances	 <u>\$ 27,195,497</u>	 <u>\$ 864,192</u>	 <u>\$ 627,396</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**BALANCE SHEET - GOVERNMENTAL FUNDS**  
**DECEMBER 31, 2017**

	Capital Projects			
	Capital	TIF VII		
	Improvement	Irving Park/ Church Road	Nonmajor	Totals
<b>Assets</b>				
Cash and investments	\$ 2,019,752	\$ 221,086	\$ 9,639,375	\$ 25,876,553
Receivables - net of allowances				
Property taxes	-	-	194,548	5,917,955
Accounts	29,166	-	45,883	584,545
Other	189	-	-	3,947
Due from other governments	822,879	-	-	3,079,681
Due from other funds	-	-	-	-
Advances to other funds	2,814,670	-	-	8,227,248
Inventory	-	-	-	4,091
Prepays	-	-	-	780,613
Assets held for resale	275,520	-	-	275,520
Total assets	<u>5,962,176</u>	<u>221,086</u>	<u>9,879,806</u>	<u>44,750,153</u>
<b>Liabilities</b>				
Accounts payable	1,747,246	-	292,485	3,599,562
Accrued payroll	-	-	-	280,353
Advances from other funds	178,555	3,354,023	2,763,397	8,670,975
Due to other funds	-	-	-	762,108
Deferred revenue	-	-	-	149,566
Other payables	-	-	19,922	211,635
Total liabilities	<u>1,925,801</u>	<u>3,354,023</u>	<u>3,075,804</u>	<u>13,674,199</u>
<b>Deferred Inflows of Resources</b>				
Intergovernmental revenues	276,074	-	-	898,525
Business licenses	-	-	-	322,185
Property taxes	-	-	194,379	5,917,786
Total deferred inflows of resources	<u>276,074</u>	<u>-</u>	<u>194,379</u>	<u>7,138,496</u>
 Total liabilities and deferred inflows of resources	 <u>2,201,875</u>	 <u>3,354,023</u>	 <u>3,270,183</u>	 <u>20,812,695</u>
<b>Fund Balances</b>				
Nonspendable	-	-	-	6,197,282
Restricted	-	-	5,906,825	7,806,740
Committed	-	-	912,081	912,081
Assigned	3,760,301	-	1,016,190	6,276,491
Unassigned	-	(3,132,937)	(1,225,473)	2,744,864
Total fund balances	<u>3,760,301</u>	<u>(3,132,937)</u>	<u>6,609,623</u>	<u>23,937,458</u>
 Total liabilities, deferred inflows of resources and fund balances	 <u>\$ 5,962,176</u>	 <u>\$ 221,086</u>	 <u>\$ 9,879,806</u>	 <u>\$ 44,750,153</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**RECONCILIATION OF BALANCE SHEET - GOVERNMENTAL FUNDS TO**  
**THE STATEMENT OF NET POSTION**  
**DECEMBER 31, 2017**

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<b>Total Governmental Fund Balances</b>	\$ 23,937,458
Amounts reported for governmental activities in the statement of net position are different because	
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.	96,849,565
Other assets not available to pay for current year expenditures and are therefore deferred in the funds:	1,220,710
Deferred outflows (inflows) of resources related to the pensions not reported in the funds.	
Deferred items - IMRF	(1,570,576)
Deferred items - police pension	1,223,623
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.	
Accrued interest payable	(2,879,869)
Compensated absences payable	(1,065,198)
Net pension liability - IMRF	(129,337)
Net pension liability - police pension	(15,076,315)
Net other post-employment benefit obligation payable	(1,872,171)
Notes payable	(3,000,000)
General obligation/alternate revenue source bonds payable - net	(46,713,931)
Debt certificates payable - net	(1,787,531)
Capital leases payable	(405,027)
<b>Net Position of Governmental Activities</b>	<u><u>\$ 48,731,401</u></u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**GOVERNMENTAL FUNDS**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	<u>General</u>	<u>Parks &amp; Recreation</u>	<u>Debt Service</u>
<b>Revenues</b>			
Taxes	\$ 7,453,102	\$ -	\$ 272,502
Intergovernmental	9,070,002	-	-
Licenses, permits and fees	764,572	-	-
Changes for services	809,192	2,394,818	-
Fines and forfeits	733,862	-	-
Interest	97,796	-	16,045
Miscellaneous	42,091	-	810
Total revenues	<u>18,970,617</u>	<u>2,394,818</u>	<u>289,357</u>
<b>Expenditures</b>			
Current			
General government	4,441,207	-	-
Public safety	6,807,599	-	-
Public works	2,896,706	-	-
Culture and recreation	956,324	3,694,908	-
Community development	1,138,000	-	-
Debt service			
Principal retirement	-	-	3,224,480
Interest and fiscal charges	-	-	891,943
Total expenditures	<u>16,239,836</u>	<u>3,694,908</u>	<u>4,116,423</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>2,730,781</u>	<u>(1,300,090)</u>	<u>(3,827,066)</u>
<b>Other Financing Sources (Uses)</b>			
Debt issuance	-	-	-
Bond discount	-	-	-
Payment to escrow agent	-	-	-
Sale of property	-	-	-
Transfers in	455,000	-	3,842,179
Transfers out	<u>(4,434,436)</u>	<u>(625,000)</u>	<u>-</u>
Total other financing sources (uses)	<u>(3,979,436)</u>	<u>(625,000)</u>	<u>3,842,179</u>
<b>Net Change in Fund Balances</b>	(1,248,655)	(1,925,090)	15,113
<b>Fund Balances - Beginning</b>	<u>19,706,391</u>	<u>-</u>	<u>152,712</u>
<b>Fund Balances - Ending</b>	<u>\$ 18,457,736</u>	<u>\$ (1,925,090)</u>	<u>\$ 167,825</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**GOVERNMENTAL FUNDS**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	<b>Capital Projects</b>			
	<b>Capital</b>	<b>TIF VII</b>		
	<b>Improvement</b>	<b>Irving Park/ Church Road</b>	<b>Nonmajor</b>	<b>Totals</b>
<b>Revenues</b>				
Taxes	\$ -	\$ 60,418	\$ 2,884,289	\$ 10,670,311
Intergovernmental	3,292,244	-	-	12,362,246
Licenses, permits and fees	440,409	-	-	1,204,981
Changes for services	-	-	-	3,204,010
Fines and forfeits	-	-	-	733,862
Interest	2,443	-	87,334	203,618
Miscellaneous	286,651	-	-	329,552
Total revenues	<u>4,021,747</u>	<u>60,418</u>	<u>2,971,623</u>	<u>28,708,580</u>
<b>Expenditures</b>				
Current				
General government	-	-	-	4,441,207
Public safety	-	-	-	6,807,599
Public works	5,409,145	-	8,291	8,314,142
Culture and recreation	-	-	-	4,651,232
Community development	-	-	685,251	1,823,251
Debt service				
Principal retirement	-	150,000	1,231,428	4,605,908
Interest and fiscal charges	-	24,664	1,737,438	2,654,045
Total expenditures	<u>5,409,145</u>	<u>174,664</u>	<u>3,662,408</u>	<u>33,297,384</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>(1,387,398)</u>	<u>(114,246)</u>	<u>(690,785)</u>	<u>(4,588,804)</u>
<b>Other Financing Sources (Uses)</b>				
Debt issuance	-	-	9,945,000	9,945,000
Bond discount	-	-	(67,129)	(67,129)
Payment to escrow agent	-	-	(9,787,091)	(9,787,091)
Sale of property	15,297	-	-	15,297
Transfers in	2,171,070	190,000	350,000	7,008,249
Transfers out	(1,078,813)	-	(190,000)	(6,328,249)
Total other financing sources (uses)	<u>1,107,554</u>	<u>190,000</u>	<u>250,780</u>	<u>786,077</u>
<b>Net Change in Fund Balances</b>	<u>(279,844)</u>	<u>75,754</u>	<u>(440,005)</u>	<u>(3,802,727)</u>
<b>Fund Balances - Beginning</b>	<u>4,040,145</u>	<u>(3,208,691)</u>	<u>7,049,628</u>	<u>27,740,185</u>
<b>Fund Balances - Ending</b>	<u>\$ 3,760,301</u>	<u>\$ (3,132,937)</u>	<u>\$ 6,609,623</u>	<u>\$ 23,937,458</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**RECONCILIATION OF STATEMENT OF REVENUES, EXPENDITURES AND**  
**CHANGES IN FUND BALANCES TO STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

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<b>Net Change in Fund Balances - Total Governmental Funds</b>	\$ (3,802,727)
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Amounts reported for governmental activities in the statement of activities  
are different because:

Governmental funds report capital outlays as expenditures. However, in the  
statement of activities the cost of those assets is allocated over their estimated  
useful lives and reported as depreciation expense.

Capital outlays	6,607,754
Depreciation expense	(3,270,558)

The net effect of deferred outflows (inflows) of resources related to the pension  
not reported in the funds.

Changes in deferred items - IMRF	(2,562,575)
Changes in deferred items - police pension	676,720

Some revenues were not collected for several months after the close of the fiscal year  
and therefore, were not considered available and are not reported as revenue  
in the governmental funds.

963,878

The issuance of long-term debt provides current financial resources to  
governmental funds, while the repayment of the principal on long-term  
debt consumes the current financial resources of the governmental funds.

Amortization of bond discount/premium and gain/loss on refunding	870,886
Additions to compensated absences payable	(37,238)
Deductions to net pension liability - IMRF	2,362,136
Additions to net pension liability - police pension	(1,330,000)
Additions to net other post-employment benefit obligation payable	(167,996)
Issuance of debt	(9,945,000)
Retirement of debt	13,415,908

Changes to accrued interest on long-term debt in the statement of activities  
does not require the use of current financial resources and, therefore, are not  
reported as expenditures in the governmental funds.

(181,043)

<b>Changes in Net Position of Governmental Activities</b>	<b>\$ <u>3,600,145</u></b>
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**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF NET POSITION**  
**PROPRIETARY FUNDS**  
**DECEMBER 31, 2017**

	Business-Type Activities - Enterprise		
	Utility	Nonmajor	Totals
<b>Assets</b>			
Current assets			
Cash and investments	\$ 8,106,144	\$ 220,828	\$ 8,326,972
Receivables - net of allowances			
Accounts	875,457	122,637	998,094
Other	924	-	924
Total current assets	8,982,525	343,465	9,325,990
Noncurrent assets			
Capital assets			
Nondepreciable	2,423,234	56,722	2,479,956
Depreciable	144,677,666	618,464	145,296,130
Accumulated depreciation	(53,631,491)	(298,889)	(53,930,380)
Total capital assets	93,469,409	376,297	93,845,706
Other assets			
Advances to other funds	795,001	-	795,001
Total noncurrent assets	94,264,410	376,297	94,640,707
Total assets	103,246,935	719,762	103,966,697
<b>Deferred Outflows of Resources</b>			
Unamortized loss on refunding	133,622	-	133,622
Total deferred outflows of resources	133,622	-	133,622
Total assets and deferred outflows of resources	103,380,557	719,762	104,100,319
<b>Liabilities</b>			
Current liabilities			
Accounts payable	1,026,797	90,032	1,116,829
Deposits payable	63,536	-	63,536
Accrued payroll	32,699	-	32,699
Accrued interest payable	244,422	-	244,422
Current portion of long-term debt	2,099,331	-	2,099,331
Total current liabilities	3,466,785	90,032	3,556,817
Noncurrent liabilities			
Advances from other funds	43,000	308,274	351,274
Compensated absences payable	63,896	-	63,896
Net pension liability - IMRF	52,956	-	52,956
General obligation/alternate revenue bonds - net	4,168,505	-	4,168,505
IEPA loans payable	26,708,792	-	26,708,792
Total noncurrent liabilities	31,037,149	308,274	31,345,423
Total liabilities	34,503,934	398,306	34,902,240
<b>Deferred Inflows of Resources</b>			
Deferred items - IMRF	643,055	-	643,055
Total liabilities and deferred inflows of resources	35,146,989	398,306	35,545,295
<b>Net Position</b>			
Net investment in capital assets	60,728,932	376,297	61,105,229
Unrestricted	7,504,636	(54,841)	7,449,795
Total net position	\$ 68,233,568	\$ 321,456	\$ 68,555,024

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION**  
**PROPRIETARY FUNDS**  
**FOR THE FISCAL YEAR ENDED DECEMBER 31, 2017**

	<b>Business-Type Activities - Enterprise</b>		
	<b>Utility</b>	<b>Nonmajor</b>	<b>Totals</b>
<b>Operating Revenues</b>			
Charges for services	\$ 11,372,885	\$ 1,047,948	\$ 12,420,833
Grants	369,483	-	369,483
Total operating revenues	<u>11,742,368</u>	<u>1,047,948</u>	<u>12,790,316</u>
<b>Operating Expenses</b>			
Operations	6,697,157	1,085,351	7,782,508
Depreciation and amortization	<u>1,967,837</u>	<u>12,602</u>	<u>1,980,439</u>
Total operating expenses	<u>8,664,994</u>	<u>1,097,953</u>	<u>9,762,947</u>
<b>Operating Income (Loss)</b>	<u>3,077,374</u>	<u>(50,005)</u>	<u>3,027,369</u>
<b>Nonoperating Revenues (Expenses)</b>			
Interest income	47,577	2,654	50,231
Interest expenses	<u>(694,647)</u>	<u>-</u>	<u>(694,647)</u>
Total nonoperating revenues (expenses)	<u>(647,070)</u>	<u>2,654</u>	<u>(644,416)</u>
<b>Income (Loss) Before Transfers</b>	<u>2,430,304</u>	<u>(47,351)</u>	<u>2,382,953</u>
<b>Transfers Out</b>	<u>(650,000)</u>	<u>(30,000)</u>	<u>(680,000)</u>
<b>Change in Net Position</b>	1,780,304	(77,351)	1,702,953
<b>Net Position - Beginning</b>	<u>66,453,264</u>	<u>398,807</u>	<u>66,852,071</u>
<b>Net Position - Ending</b>	<u>\$ 68,233,568</u>	<u>\$ 321,456</u>	<u>\$ 68,555,024</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS**  
**FOR THE YEAR ENDED DECEMEBR 31, 2017**

	Business-Type Activities - Enterprise		
	Utility	Nonmajor	Totals
<b>Cash Flows from Operating Activities</b>			
Receipts from customers and users	\$ 11,145,965	\$ 1,043,455	\$ 12,189,420
Payments to employees	(1,907,211)	-	(1,907,211)
Payment to suppliers	(5,265,815)	(1,058,618)	(6,324,433)
Net cash provided (used) by operating activities	<u>3,972,939</u>	<u>(15,163)</u>	<u>3,957,776</u>
<b>Cash Flows from Noncapital Financing Activities</b>			
Transfers (out)	(650,000)	(30,000)	(680,000)
Interfund borrowing/(lending)	(41,000)	41,000	-
Net cash provided (used) by financing activities	<u>(691,000)</u>	<u>11,000</u>	<u>(680,000)</u>
<b>Cash Flows from Capital and Related Financing Activities</b>			
Purchase of capital assets	(866,585)	-	(866,585)
Debt issuance	688,720	-	688,720
Debt repayment	(1,882,179)	-	(1,882,179)
Interest payments	(681,888)	-	(681,888)
Net cash used by capital and related financing activities	<u>(2,741,932)</u>	<u>-</u>	<u>(2,741,932)</u>
<b>Cash Flows from Investing Activities</b>			
Interest Received	<u>47,577</u>	<u>2,654</u>	<u>50,231</u>
<b>Net Change in Cash and Cash Equivalents</b>	<u>587,584</u>	<u>(1,509)</u>	<u>586,075</u>
<b>Cash and Cash Equivalents - Beginning</b>	<u>7,518,560</u>	<u>222,337</u>	<u>7,740,897</u>
<b>Cash and Cash Equivalents - Ending</b>	<u>\$ 8,106,144</u>	<u>\$ 220,828</u>	<u>\$ 8,326,972</u>
<b>Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities</b>			
Operating income (loss)	\$ 3,077,374	\$ (50,005)	\$ 3,027,369
Adjustments to reconcile operating income to net income to net cash provided (used) by operating activities			
Depreciation and amortization expense	1,967,837	12,602	1,980,439
Other income	-	-	-
Other expense - IMRF	19,592	-	19,592
(Increase) decrease in current assets	(8,178)	(4,493)	(12,671)
Increase (decrease) in current liabilities	(1,083,686)	26,733	(1,056,953)
<b>Net Cash Provided (Used) by Operating Activities</b>	<u>\$ 3,972,939</u>	<u>\$ (15,163)</u>	<u>\$ 3,957,776</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF FIDUCIARY NET POSITION**  
**DECEMBER 31, 2017**

	<b>Police Pension Trust</b>	<b>Agency</b>
<b>Assets</b>		
Cash and cash equivalents	\$ 1,638,701	\$ 666,537
Investments		
U.S. agency obligations	1,086,303	-
State and local obligations	492,735	-
Corporate bonds	2,750,805	-
Certificates of deposit	726,157	-
Equity mutual funds	12,521,284	-
Accrued interest	31,424	-
Due from other funds	762,108	-
Prepays	2,560	-
Total assets	<u>20,012,077</u>	<u>\$ 666,537</u>
<b>Liabilities</b>		
Accounts payable	2,418	-
Deposits payable	-	627,695
Other liabilities	-	38,842
Total liabilities	<u>2,418</u>	<u>\$ 666,537</u>
<b>Net Position</b>		
Net position restricted for pensions	<u>\$ 20,009,659</u>	

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF CHANGES IN FIDUCIARY NET POSITION**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	<b>Police Pension Trust</b>
<b>Additions</b>	
Contributions - employer	\$ 1,086,965
Contributions - plan members	328,752
Total contributions	<u>1,415,717</u>
Investment income	
Interest earned	734,391
Net change in fair value	<u>1,913,828</u>
	2,648,219
Less investment expenses	<u>(26,831)</u>
Net investment income	<u>2,621,388</u>
Total additions	<u>4,037,105</u>
<b>Deductions</b>	
Administration	34,075
Benefits and refunds	<u>1,883,130</u>
Total deductions	<u>1,917,205</u>
<b>Changes in Fiduciary Net Position</b>	<u>2,119,900</u>
<b>Net Position Restricted for Pension</b>	
Beginning	<u>17,889,759</u>
Ending	<u><u>\$ 20,009,659</u></u>

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Village of Bensenville (Village) was incorporated on June 25, 1884. The Village is a non-home rule municipality, under the 1970 Illinois Constitution, located in Cook County, Illinois. The Village operates under a Board-Manager form of government and provides the following services as authorized by its charter: public safety (police and emergency management), highway and street, sanitation (water and sewer), health and social services, culture-recreation, public improvements, planning and zoning and general administrative services.

The government-wide financial statements are prepared in accordance with generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). The more significant of the Village's accounting policies established in GAAP and used by the Village are described below.

### REPORTING ENTITY

The Village's financial reporting entity comprises the following:

Primary Government: Village of Bensenville

In determining the financial reporting entity, the Village complies with the provisions of GASB Statement No. 61, "The Financial Reporting Omnibus – an Amendment of GASB Statements No. 14 and No. 34," and includes all component units that have a significant operational or financial relationship with the Village. Based upon the criteria set forth in the GASB Statement No. 61, there are no component units included in the reporting entity.

#### *Police Pension Employees Retirement System*

The Village's police employees participate in the Police Pension Employees Retirement System (PPERS). PPERS functions for the benefit of these employees and is governed by a five-member pension board. Two members appointed by the Village's President, one elected pension beneficiary and two elected police employees constitute the pension board. The participants are required to contribute a percentage of salary as established by state statute and the Village is obligated to fund all remaining PPERS costs based upon actuarial valuations. The State of Illinois is authorized to establish benefit levels and the Village is authorized to approve the actuarial assumptions used in the determination of contribution levels. Although it is legally separate from the Village, the PPERS is reported as if it were part of the primary Village because its sole purpose is to provide retirement benefits for the Village's police employees. The PPERS is reported as a pension trust fund.

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### BASIS OF PRESENTATION

##### Government-Wide Statements

The Village's basic financial statements include both government-wide (reporting the Village as a whole) and fund financial statements (reporting the Village's major funds). Both the government-wide and fund financial statements categorize primary activities as either governmental or business-type. The Village's police safety, highway and street maintenance and reconstruction, building code enforcement, public improvements, economic development, planning and zoning, and general administrative services are classified as governmental activities. The Village's utility, recycling/refuse and commuter parking lot services are classified as business-type activities.

In the government-wide Statement of Net Position, both the governmental and business-type activities columns are: (a) presented on a consolidated basis by column, and (b) reported on a full accrual, economic resource basis, which recognizes all long-term assets/deferred outflows and receivables as well as long-term debt/deferred inflows and obligations.

The Village's net position is reported in three parts: net investment in capital assets; restricted and unrestricted. The Village first utilizes restricted resources to finance qualifying activities.

The government-wide Statement of Activities reports both the gross and net cost of each of the Village's functions and business-type activities (general government, public safety, public works, etc.). The functions are supported by general government revenues (property, sales and use taxes, certain intergovernmental revenues, fines, permits and charges for services, etc.). The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, which include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment.

The net costs (by function or business-type activity) are normally covered by general revenue (property, sales and use taxes, certain intergovernmental revenues, etc.).

The Village does not allocate indirect costs. An administrative service fee is charged by the General Fund to the other operating funds that is eliminated like a reimbursement (reducing the revenue and expenditures in the General Fund) to recover the direct costs of General Fund services provided (finance, personnel, purchasing, legal, technology management, etc.).

This government-wide focus is more on the sustainability of the Village as an entity and the change in the Village's net position resulting from the current year's activities.

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### Fund Financial Statements

The financial transactions of the Village are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprise its assets/deferred outflows, liabilities/deferred inflows, reserves, fund equity, revenues and expenditures/expenses. Funds are organized into three major categories: governmental, proprietary, and fiduciary. The emphasis in fund financial statements is on the major funds in either the governmental or business-type activities categories.

Nonmajor funds by category are summarized into a single column. GASB Statement No. 34 sets forth minimum criteria (percentage of the assets, liabilities, revenues or expenditures/expenses of either fund category or the governmental and enterprise combined) for the determination of major funds. The Village electively added funds, as major funds, which either have debt outstanding or a specific community focus. The nonmajor funds are combined in a column in the fund financial statements. A fund is considered major if it is the primary operating fund of the Village or meets the following criteria:

Total assets/deferred outflows, liabilities/deferred inflows, revenues, or expenditures/expenses of that individual governmental or enterprise fund are at least 10 percent of the corresponding total for all funds of that category or type; and

Total assets/deferred outflows, liabilities/deferred inflows, revenues, or expenditures/expenses of the individual governmental fund or enterprise fund are at least 5 percent of the corresponding total for all governmental and enterprise funds combined.

The various funds are reported by generic classification within the financial statements. The following fund types are used by the Village:

#### Governmental Funds

The focus of the governmental funds' measurement (in the fund statements) is upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The following is a description of the governmental funds of the Village:

**General Fund** is the general operating fund of the Village. It is used to account for all financial resources except those required to be accounted for in another fund. The General Fund is a major fund.

**Special Revenue Funds** are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. The Village maintains two special revenue funds. The Parks & Recreation Fund, a newly created major fund, is used to account for revenues and expenditures related to the Village's skating facilities.

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Debt Service Funds** are used to account for the accumulation of funds for the periodic payment of principal and interest on general long-term debt. The Debt Service Fund is treated as a major fund.

**Capital Projects Funds** are used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by business-type/proprietary funds). The Village maintains seventeen capital projects funds. The Capital Improvement Fund, a major fund, is used to account for financial resources to be used for the acquisition or construction of major capital facilities other than those financed through TIF capital projects funds or proprietary funds. The TIF VII Irving Park/Church Road Fund, also a major fund, is used to account for monies generated for and by the Village's tax incremental finance district and the related restricted capital project usages within the TIF VII district. The North Industrial TIF District and SSA #9 Funds, which were reported as major funds in the previous year, are now reported as nonmajor funds in the current year.

#### **Proprietary Funds**

The focus of proprietary fund measurement is upon determination of operating income, changes in net position, financial position, and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector. The following is a description of the proprietary funds of the Village:

**Enterprise Funds** are required to account for operations for which a fee is charged to external users for goods or services and the activity is (a) financed with debt that is solely secured by a pledge of the net revenues, (b) has third party requirements that the cost of providing services, including capital costs, be recovered with fees and charges, or (c) establishes fees and charges based on a pricing policy designed to recover similar costs. The Village maintains three enterprise funds. The Utility Fund, a major fund, is used to account for all resources needed to produce and distribute water to Bensenville residents and businesses. In addition, this fund accounts for the resources needed to collect and treat wastewater as well as maintenance of the Village's storm water drainage system. Revenues are generated through charges to users based upon water consumption.

#### **Fiduciary Funds**

Fiduciary funds are used to report assets held in a trustee or agency capacity by the Village for others and therefore are not available to support Village programs. The reporting focus is on net position and changes in net position and is reported using accounting principles similar to proprietary funds.

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Pension Trust Funds** are used to account for assets held in a trustee capacity by the Village for pension benefit payments. The Police Pension Fund accounts for the accumulation of resources to pay pension costs. Resources are contributed by police force members at rates fixed by state statutes and by the government through an annual property tax levy.

**Agency Funds** are used to account for assets held by the Village in a purely custodial capacity. The Escrow and Deposits Fund is used to account for monies received from individuals or private organizations and held by the Village in a refundable deposit nature. The money is refunded when the improvements have been completed and approved.

The Village's fiduciary funds are presented in the fiduciary fund financial statements by type (pension trust and agency). Since by definition these assets are being held for the benefit of a third party (other local governments, private parties, pension participants, etc.) and cannot be used to address activities or obligations of the Village, these funds are not incorporated into the government-wide statements.

### MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

Measurement focus is a term used to describe "which" transactions are recorded within the various financial statements. Basis of accounting refers to "when" transactions are recorded regardless of the measurement focus applied.

#### Measurement Focus

On the government-wide Statement of Net Position and the Statement of Activities, both governmental and business-type activities are presented using the economic resources measurement focus as defined below.

In the fund financial statements, the "current financial resources" measurement focus or the "economic resources" measurement focus is used as appropriate.

All governmental funds utilize a "current financial resources" measurement focus. Only current financial assets/deferred outflows and liabilities/deferred inflows are generally included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balance as their measure of available spendable financial resources at the end of the period.

All proprietary and pension trust funds utilize an "economic resources" measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position (or cost recovery), financial position, and cash flows. All assets/deferred outflows and liabilities/deferred inflows (whether current or noncurrent) associated with their activities are reported. Proprietary and pension trust fund equity is classified as net position.

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Agency funds are not involved in the measurement of results of operations; therefore, measurement focus is not applicable to them.

#### Basis of Accounting

In the government-wide Statement of Net Position and Statement of Activities, both governmental and business-type activities are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability/deferred inflow is incurred or economic asset used. Revenues, expenses, gains, losses, assets/deferred outflows, and liabilities/deferred inflows resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Under this modified accrual basis of accounting, revenues are recognized when “measurable and available.” Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or within sixty days after year-end. The Village recognizes property taxes when they become both measurable and available in the period for which they are intended to finance in accordance with GASB Codification Section P70.

A sixty-day availability period is used for revenue recognition for all other governmental fund revenues. Expenditures (including capital outlay) are recorded when the related fund liability is incurred, except for general obligation bond principal and interest which are recognized when due.

In applying the susceptible to accrual concept under the modified accrual basis, those revenues susceptible to accrual are property taxes, sales and use taxes, franchise taxes, licenses, interest revenue, and charges for services. All other revenues are not susceptible to accrual because generally they are not measurable until received in cash.

All proprietary, pension trust and agency funds utilize the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund’s principal ongoing operations. The principal operating revenues of the Village’s enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### **NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

#### **ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY**

##### **Cash and Investments**

Cash and cash equivalents on the Statement of Net Position are considered to be cash on hand, demand deposits, and cash with fiscal agent. For the purpose of the proprietary funds "Statement of Cash Flows," cash and cash equivalents are considered to be cash on hand, demand deposits, cash with fiscal agent, and all highly liquid investments with an original maturity of three months or less.

Investments are generally reported at fair value. Short-term investments are reported at cost, which approximates fair value. For investments, the Village categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

##### **Interfund Receivables, Payables and Activity**

Interfund activity is reported as loans, services provided, reimbursements or transfers. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

##### **Receivables**

In the government-wide financial statements, receivables consist of all revenues earned at year-end and not yet received. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable. Major receivables balances for governmental activities include property taxes, sales and use taxes, franchise taxes, and grants. Business-type activities report charges for services as their major receivables.

##### **Prepays/Inventories – Assets Held for Resale**

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaids in both the government-wide and fund financial statements. Prepays/inventories are valued at cost, which approximates market, using the first-in/first-out (FIFO) method. The costs of governmental fund-type prepaids/inventories are recorded as expenditures when consumed rather than when purchased.

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### Capital Assets

Capital assets purchased or acquired with an original cost of \$5,000 to \$50,000 (see following chart) or more are reported at historical cost or estimated historical cost. Contributed assets are reported at fair acquisition value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. General capital assets are long-lived assets of the Village as a whole. Infrastructure such as streets, traffic signals and signs are capitalized. In the case of the initial capitalization of general infrastructure assets (i.e., those reported by the governmental activities) the government chose to include all such items regardless of their acquisition date. The valuation basis for general capital assets are historical cost, or where historical cost is not available, estimated historical cost based on replacement costs.

Capital assets in the proprietary funds are capitalized in the fund in which they are utilized. The valuation bases for proprietary fund capital assets are the same as those used for the general capital assets. Donated capital assets are capitalized at acquisition value on the date donated.

Depreciation on all assets is computed and recorded using the straight-line method of depreciation over the following estimated useful lives:

Capital Asset	Capitalized Threshold	Estimated Useful Life
Land	\$ 25,000	N/A
Building and Improvements	15,000	3 - 50 Years
Furniture, Machinery and Equipment	5,000	3 - 10 Years
Vehicles	5,000	3 - 10 Years
Infrastructure - Street Network	50,000	30 - 100 Years
Infrastructure - Water Network	50,000	30 - 100 Years
Infrastructure - Sanitary Sewer	25,000	30 - 100 Years
Infrastructure - Storm Sewer	25,000	30 - 100 Years

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### Compensated Absences

The Village accrues accumulated unpaid vacation and associated employee-related costs when earned (or estimated to be earned) by the employee. In accordance with GASB Statement No. 16, no liability is recorded for nonvesting accumulation rights to receive sick pay benefits. However, a liability is recognized for that portion of accumulated sick leave that is estimated to be taken as “terminal leave” prior to retirement. All vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in the governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

#### Long-Term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type Statement of Net Position. Bond premiums and discounts, are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as expenses at the time of issuance.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

#### Deferred Outflows/Inflows of Resources

Deferred outflow/inflow of resources represents an acquisition of net position that applies to a future period and therefore will not be recognized as an outflow of resources (expense)/inflow of resources (revenue) until that future time.

#### Net Position

In the government-wide financial statements, equity is classified as net position and displayed in three components:

Net Investment in Capital Assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

## **VILLAGE OF BENSENVILLE, ILLINOIS**

Notes to financial statements  
December 31, 2017

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### **NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Restricted – Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislations.

Unrestricted – All other net position balances that do not meet the definition of “restricted” or “net investment in capital assets.”

### **NOTE 2 – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY**

#### **BUDGETARY INFORMATION**

Annual budgets are adopted. The budget is amended by the Board of Trustees. All annual appropriations lapse at fiscal year-end.

Annually, the Village Manager submits to the Village Board a proposed operating budget for the fiscal year. The operating budget includes proposed expenditures and the means of financing them. Public hearings are conducted to obtain taxpayer comments. Prior to the first day of the fiscal year, the budget is legally enacted through passage of an ordinance. Formal budgetary integration is employed as a management control device for the majority of Village funds.

The Village is authorized to change budgeted amounts within any fund. Revisions that impact the total amount appropriated within a fund must be approved by two-thirds of the members of the Village Board. No revisions can be made increasing the budget unless funding is available for the purpose of the revisions. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the fund level. The appropriated budget is prepared by fund, function, and department. The Village Manager is authorized to transfer budget amounts between departments within any fund; however, the Village Board must approve revisions that alter the total expenditures of any fund.

The budget was approved on November 8, 2016, and no supplementary appropriations were made.

Budgets are legally adopted for all funds except for the Special Service Area 1, Special Service Area 2, Police Pension and the Escrow and Deposits Funds.

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 2 – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY (Continued)

#### EXCESS OF ACTUAL EXPENDITURES OVER BUDGET IN INDIVIDUAL FUNDS

The following funds had an excess of actual expenditures over budget as of the date of this report:

<u>Fund</u>	<u>Excess</u>
Capital Improvements	\$ 89,068
Special Service Area #3	553
TIF VI Route 83/Thorndale	109,476
Commuter Parking	12,181

#### DEFICIT FUND EQUITY

The following funds had deficit fund equity as of the date of this report:

<u>Fund</u>	<u>Deficit</u>
Parks & Recreation	\$ 1,925,090
TIF VII Irving Park/Church Road	3,132,937
TIF IV Grand Ave/Sexton	261,909
TIF XI Grand Ave/York Road	963,564
Recycling and Refuse	274,794

### NOTE 3 – DETAIL NOTES ON ALL FUNDS

#### DEPOSITS AND INVESTMENTS

The Village maintains a cash and investment pool that is available for use by all funds except the pension trust fund. Each fund type's portion of this pool is displayed on the financial statements as "cash and investments." In addition, investments are separately held by several of the Village's funds. The deposits and investments of the pension trust fund are held separately from those of other funds.

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 3 – DETAIL NOTES ON ALL FUNDS (Continued)

Permitted Deposits and Investments – Statutes authorize the Village to make deposits/invest in commercial banks, savings and loan institutions, obligations of the U.S. Treasury and U.S. Agencies, obligations of States and their political subdivisions, credit union shares, repurchase agreements, commercial paper rated within the three highest classifications by at least two standard rating services and Illinois Funds.

The deposits and investments of the Pension Fund are held separately from those of other Village funds. Statutes authorize the Pension Fund to make deposits/invest in interest bearing direct obligations of the United States of America; obligations that are fully guaranteed or insured as to the payment of principal and interest by the United States of America; bonds, notes, debentures, or similar obligations of agencies of the United States of America; savings accounts or certificates of deposit issued by banks or savings and loan associations chartered by the United States of America or by the State of Illinois, to the extent that the deposits are insured by the agencies or instrumentalities of the federal government; credit unions, to the extent that the deposits are insured by the agencies or instrumentalities of the federal government; State of Illinois bonds; pooled accounts managed by the Illinois Funds Market Fund (Formerly known as IPTIP, Illinois Public Treasurer's Investment Pool), or by banks, their subsidiaries or holding companies, in accordance with the laws of the State of Illinois; bonds or tax anticipation warrants of any county, township, or municipal corporation of the State of Illinois; direct obligations of the State of Israel; money market mutual funds managed by investment companies that are registered under the Federal Investment Company Act of 1940 and the Illinois Securities Law of 1953 and are diversified, open-ended management investment companies, provided the portfolio is limited to specified restrictions; general accounts of life insurance companies; and separate accounts of life insurance companies and mutual funds, the mutual funds must meet specific restrictions, provided the investment in separate accounts and mutual funds does not exceed ten percent of the Pension Fund's plan net position; and corporate bonds managed through an investment advisor, rated as investment grade by one of the two largest rating services at the time of purchase. Pension Funds with plan net position of \$2.5 million or more may invest up to forty-five percent of plan net position in separate accounts of life insurance companies and mutual funds. Pension Funds with plan net position of at least \$5 million that have appointed an investment advisor, may through that investment advisor invest up to forty-five percent of the plan net position in common and preferred stocks that meet specific restrictions. In addition, Pension Funds with plan net position of at least \$10 million that have appointed an investment advisor, may invest up to fifty percent of its net position in common and preferred stocks and mutual funds that meet specific restrictions effective July 1, 2011 and up to fifty-five percent effective July 1, 2012.

The Illinois Funds is an investment pool managed by the Illinois public Treasurer's Office which allows governments within the State to pool their funds for investment purposes. Although not registered with the SEC, Illinois Funds operate in a manner consistent with Rule 2a7 of the Investment Company Act of 1940. Investments in Illinois Funds are valued at the share price, the price for which the investment could be sold.

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

### NOTE 3 – DETAIL NOTES ON ALL FUNDS (Continued)

#### Village Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk

*Deposits.* At year-end, the carrying amount of the Village's deposits for governmental and business-type activities totaled \$31,662,559 and the bank balances totaled \$31,655,593.

*Investments.* The Village has the following investment fair values and maturities:

Investment Type	Investment Maturities (in Years)				
	Fair Value	Less Than 1	1 to 5	6 to 10	More Than 10
U.S. Agency Obligations	\$ 171	-	171	-	-
Illinois Funds	3,207,332	3,207,332	-	-	-
	3,207,503	3,207,332	171	-	-

The Village has the following recurring fair value measurements as of December 31, 2017:

	December 31, 2017	Fair Value Measurements Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (level 2)	Significant Unobservable Inputs (level 3)
Investments by Fair Value Level				
Debt Securities				
U.S. Agencies	\$ 171	-	171	-
Investments Measured at the Net Asset Value (NAV)				
Illinois Funds	3,207,332			
Total Investments Measured at Fair Value	\$ 3,207,503			

The valuation techniques for U.S. Agencies utilize inputs including yields currently available on comparable securities of issuers with similar credit ratings, recent market price quotations (where observable), bond spreads, and fundamental data relating to the issuer as such investments generally do not trade in active markets on the measurement date.

*Interest Rate Risk.* Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The Village's investment policy limits interest rate risk by limiting the life of the investment to under one year unless there is a specific cash flow need. Then it will allow for an investment greater than one year. At year-end, the Village's investment in the Illinois Funds has an average maturity of less than one year.

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 3 – DETAIL NOTES ON ALL FUNDS (Continued)

**Credit Risk.** Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. State Statutes limit the investments in commercial paper on the top three ratings of two nationally recognized statistical rating organizations (NRSRO's). At year-end, the Village's investment in the Illinois Funds is rated AAAM by Standard & Poor's and the U.S. Agency obligations are unrated.

**Custodial Credit Risk.** In the case of deposits, this is the risk that in the event of a bank failure, the Village's deposits may not be returned to it. The Village's investment policy limits the exposure to deposit custodial credit risk by requiring all deposits in excess of FDIC insurable limits to be secured with collateralization pledged by the applicable financial institution. At year end, all deposits are collateralized.

For an investment, this is the risk that in the event of the failure of the counterparty, the Village will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The Village's investment policy requires all securities to be held by a third party custodian designated by the Treasurer and evidenced by safekeeping receipts. At year-end, the Village's investment in the Illinois Funds is not subject to custodial credit risk.

**Concentration Risk.** This is the risk of loss attributed to the magnitude of the Village's investment in a single issuer. The Village's investment policy does not address concentration risk. At year-end, the Village does not have any investments over 5 percent (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments).

### Police Pension Fund Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk

**Deposits.** At year-end, the carrying amount of the Fund's deposits totaled \$1,638,701 and the bank balances totaled \$1,625,458.

**Investments.** The Fund assumes any callable securities will not be called. At year-end, the Fund has the following investments and maturities:

Investment Type	Investment Maturities (in Years)				
	Fair Value	Less Than 1	1 to 5	6 to 10	More Than 10
U.S. Agency Obligations	\$ 1,086,303	\$ -	\$ 186	\$ 25,108	\$ 1,061,009
State and Local Obligations	492,735	35,085	235,484	222,166	-
Corporate Bonds	2,750,805	283,251	1,630,508	837,046	-
Certificates of Deposit	726,157	49,999	628,395	-	47,763
	<u>\$ 5,056,000</u>	<u>\$ 368,335</u>	<u>\$ 2,494,573</u>	<u>\$ 1,084,320</u>	<u>\$ 1,108,772</u>

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

### NOTE 3 – DETAIL NOTES ON ALL FUNDS (Continued)

The Fund has the following recurring fair value measurements as of December 31, 2017:

Investments by Fair Value Level	December 31, 2017	Fair Value Measurements Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (level 2)	Significant Unobservable Inputs (level 3)
Debt Securities				
U.S. Agencies	\$ 1,086,303	\$ -	\$ 1,086,303	\$ -
State and Local Obligations	492,735	-	492,735	-
Corporate Bonds	2,750,805	-	2,750,805	-
Certificates of Deposit	726,157	-	726,157	-
Equity Securities				
Equity Mutual Funds	12,521,284	12,521,284	-	-
Total Investment by Fair Value Level	\$ 17,577,284	\$ 12,521,284	\$ 5,056,000	\$ -

The valuation technique used for the measurement of fair value on a recurring basis for Equity Mutual Funds is that they are valued at closing quoted price in an active market. The valuation techniques for U.S. Agencies, State and Local Obligations, Corporate Bonds, and Certificates of Deposit utilize inputs including yields currently available on comparable securities of issuers with similar credit ratings, recent market price quotations (where observable), bond spreads, and fundamental data relating to the issuer as such investments generally do not trade in active markets on the measurement date.

*Interest Rate Risk.* In accordance with the Fund's investment policy, the Fund limits its exposure to interest rate risk by "structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity."

*Credit Risk.* The Fund helps limit its exposure to credit risk by investing in securities issued by the United States Government and/or its agencies that are implicitly guaranteed by the United States Government in addition to State and Local Obligations, Corporate Bonds and Certificates of Deposit. The Fund's investment policy establishes criteria for allowable investments; those criteria follow the requirements of the Illinois Pension Code. The investments in the securities of the State and Local Obligations were all rated AA or better, U.S. Agency Obligations were all rated AAA, and Corporate Bonds are rated BBB or better by Standard & Poor's or by Moody's Investors Services or were small issues that were unrated or underrated. Unrated (N/R) and underrated investments are listed in the following table.

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

### NOTE 3 – DETAIL NOTES ON ALL FUNDS (Continued)

Investment Type	Par Value	Interest Rate	Maturity Date
Illinois State Bonds	\$ 25,000	4.350%	June 1, 2018
Illinois State Bonds	50,000	5.547%	April 1, 2019
Illinois State Bonds	50,000	4.500%	January 1, 2020
Illinois State Bonds	25,000	5.650%	March 1, 2020
Peoria Illinois Bonds	45,000	3.300%	January 1, 2022
Rosemont Illinois Bonds	35,000	5.250%	December 1, 2022
Decatur Illinois Bonds	40,000	5.500%	December 15, 2023
Rosemont Illinois Bonds	15,000	5.750%	December 1, 2025
Illinois State Bonds	25,000	5.350%	January 1, 2026
Federal Home Loan Mortgage Corp	331,000	3.000%	March 15, 2042
Federal National Mortgage Assoc	250,000	3.500%	January 1, 2035

The Fund's investment policy also prescribes to the "prudent person" rule, which states, "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the primary objective of safety as well as the secondary objective of the attainment of market rates of return."

*Custodial Credit Risk.* At December 31, 2017, \$1,365,358 of the bank balance of the deposits was uninsured and uncollateralized. The Fund's investment policy does not require pledging of collateral for all bank balances in excess of federal depository insurance, since flow-through FDIC insurance is available for the Fund's deposits with financial institutions. Money market mutual funds and equity mutual funds are not subject to custodial credit risk. Although the Fund's investment policy does not require a third-party custodian, the Fund limits its exposure by requiring the investment broker/custodian to acquire an excess SIPC policy to provide sufficient account protection equal to the amount of total net equity of securities held in custody.

*Concentration Risk.* The Fund's investment policy requires "diversifying the investment portfolio so that the impact of the potential losses from any one type of security or from any one individual issuer will be minimized." At December 31, 2017, the Fund has over 5% of net plan position invested in various agency securities. Agency investments represent a large portion of the portfolio; however the investments are diversified by maturity date and are backed by the issuing organization. Although unlike Treasuries, agency securities do not have the "full faith and credit" backing of the U.S. Government, they are considered to have a moral obligations of implicit backing and are supported by Treasury lines of credit and increasingly stringent federal regulation.

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 3 – DETAIL NOTES ON ALL FUNDS (Continued)

The Fund has diversified its equity mutual fund holdings as follows:

Equity Mutual Funds	Fair Value
Dodge & Cox International Stock Fund	\$ 725,684
Vanguard Dividend Growth Fund	716,168
American Funds New World Funds	632,867
American Funds EuroPacific Growth Funds	622,546
Vanguard Equity-Income Fund	602,288
Vanguard Small Capitalization Value Index Fund	598,881
Vanguard Small Cap Index Funds	598,012
Vanguard Small Capitalization Growth Index Fund	590,603
American Funds American Fund	583,246
American Funds The New Economy Fund	563,052
American Funds AMCAP Fund	526,982
American Funds Investment Company of America Funds	526,168
American Funds New Perspective Fund	513,007
Vanguard Growth Index Fund	478,778
American Funds Fundamental Investors Fund	475,793
Vanguard Mid-Cap Value Index Fund	474,522
Vanguard Mid-Cap Growth Index Fund	467,584
American Funds Washington Mutual Investors Fund	450,735
Vanguard Mid-Cap Growth Fund	449,395
Vanguard Extended Market Index Fund	436,713
Vanguard Selected Value Fund	421,567
Vanguard Mid Cap Index Funds	388,951
American Funds Capital World Growth and Income Fund	339,088
American Funds SMALLCAP World Fund	338,654
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	\$ 12,521,284

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 3 – DETAIL NOTES ON ALL FUNDS (Continued)

The Fund's investment policy in accordance with Illinois Compiled Statutes (ILCS) establishes the following target allocation across asset classes:

Asset Class	Target	Long-Term Expected Real Rate of Return
Fixed Income	30.00%	0.74% - 5.03%
Domestic Equities	6.00% - 30.00%	5.91% - 10.95%
International Equities	15.00%	7.68% - 12.01%
Cash and Cash Equivalents	5.00%	0.00%

Illinois Compiled Statutes (ILCS) limit the Fund's investments in equities, mutual funds and variable annuities to 65%. Securities in any one company should not exceed 10% of the total fund.

The long-term expected rate of return on the Fund's investments was determined using an asset allocation study conducted by the Fund's investment management consultant in January 2, 2018 in which best-estimate ranges of expected future real rates of return (net of pension plan investment expense and inflation) were developed for each major asset class. These ranges were combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding the expected inflation. Best estimates or arithmetic real rates of return for each major asset class included in the Fund's target asset allocation as of December 31, 2017 are listed in the table above.

#### Rate of Return

For the year ended December 31, 2017, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 15.15%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

**VILLAGE OF BENSENVILLE, ILLINOIS**

Notes to financial statements  
December 31, 2017

**NOTE 3 – DETAIL NOTES ON ALL FUNDS (Continued)****CAPITAL ASSETS****Governmental Activities**

Governmental capital asset activity for the year was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
<b>Nondepreciable Capital Assets</b>				
Land	\$ 3,290,796	\$ -	\$ -	\$ 3,290,796
Construction in Progress	2,176,771	1,651,874	1,828,561	2,000,084
	<u>5,467,567</u>	<u>1,651,874</u>	<u>1,828,561</u>	<u>5,290,880</u>
<b>Depreciable Capital Assets</b>				
Infrastructure	65,161,740	4,042,278	-	69,204,018
Building and Improvements	51,180,758	2,395,520	-	53,576,278
Machinery and Equipment	6,869,691	-	-	6,869,691
Furniture	473,889	-	-	473,889
Vehicles	2,707,162	346,643	-	3,053,805
	<u>126,393,240</u>	<u>6,784,441</u>	<u>-</u>	<u>133,177,681</u>
<b>Less Accumulated Depreciation</b>				
Infrastructure	11,062,494	824,162	-	11,886,656
Building and Improvements	19,460,139	1,725,076	-	21,185,215
Machinery and Equipment	5,955,396	307,914	-	6,263,310
Furniture	251,169	36,200	-	287,369
Vehicles	1,619,240	377,206	-	1,996,446
	<u>38,348,438</u>	<u>3,270,558</u>	<u>-</u>	<u>41,618,996</u>
<b>Total Net Depreciable Capital Assets</b>	<u>88,044,802</u>	<u>3,513,883</u>	<u>-</u>	<u>91,558,685</u>
<b>Total Net Capital Assets</b>	<u>\$ 93,512,369</u>	<u>\$ 5,165,757</u>	<u>\$ 1,828,561</u>	<u>\$ 96,849,565</u>

Depreciation expense was charged to governmental activities as follows:

General Government	\$ 396,968
Public Safety	701,028
Public Works	1,234,763
Culture and Recreation	<u>937,799</u>
	<u>\$ 3,270,558</u>

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

### NOTE 3 – DETAIL NOTES ON ALL FUNDS (Continued)

#### Business-Type Activities

Business-type capital asset activity for the year was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
Nondepreciable Capital Assets				
Land	\$ 1,504,651	-	-	1,504,651
Construction in Progress	-	975,305	-	975,305
	<u>1,504,651</u>	<u>975,305</u>	<u>-</u>	<u>2,479,956</u>
Depreciable Capital Assets				
Infrastructure	58,015,054	-	-	58,015,054
Building and Improvements	41,004,951	211,691	767,664	40,448,978
Furniture	7,759	-	-	7,759
Machinery and Equipment	9,524,369	84,980	-	9,609,349
Vehicles	1,299,019	-	-	1,299,019
Wells and Reservoirs	1,830,245	-	-	1,830,245
Trans. and Distribution Lines	33,723,453	362,273	-	34,085,726
	<u>145,404,850</u>	<u>658,944</u>	<u>767,664</u>	<u>145,296,130</u>
Less Accumulated Depreciation				
Infrastructure	20,308,618	583,286	-	20,891,904
Building and Improvements	7,071,113	527,633	5,617	7,593,129
Furniture	7,759	-	-	7,759
Machinery and Equipment	7,013,631	345,112	-	7,358,743
Vehicles	1,139,303	41,556	-	1,180,859
Wells and Reservoirs	904,177	21,893	-	926,070
Trans. and Distribution Lines	15,505,340	466,576	-	15,971,916
	<u>51,949,941</u>	<u>1,986,056</u>	<u>5,617</u>	<u>53,930,380</u>
Total Net Depreciable Capital Assets	<u>93,454,909</u>	<u>(1,327,112)</u>	<u>762,047</u>	<u>91,365,750</u>
Total Net Capital Assets	<u>94,959,560</u>	<u>(351,807)</u>	<u>762,047</u>	<u>93,845,706</u>

Depreciation expense was charged to business-type activities as follows:

Utility	\$ 1,967,837
Commuter Parking Lot	<u>12,602</u>
	<u>\$ 1,980,439</u>

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 3 – DETAIL NOTES ON ALL FUNDS (Continued)

#### PROPERTY TAXES

Property taxes for 2017 attach as an enforceable lien on January 1, on property values assessed as of the same date. Taxes are levied by December of the subsequent fiscal year (by passage of a Tax Levy Ordinance). Tax bills are prepared by the County and are payable in two installments, on or about March 1 and October 1. The County collects such taxes and remits them periodically.

#### INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

##### Interfund Balances

The composition of interfund balances as of the date of this report, is as follows:

Receivable Fund	Payable Fund	Amount
Police Pension	General	\$ 762,108

Interfund balances are advances in anticipation of receipts.

##### Interfund Advances

Interfund advances as of the date of this report are as follows:

Receivable Fund	Payable Fund	Amount
General	Capital Improvement	\$ 178,555
General	TIF VII Irving Park/Church Road	2,859,023
General	Culture & Recreation	2,375,000
Capital Improvement	TIF VII Irving Park/Church Road	495,000
Capital Improvement	Nonmajor Governmental	2,276,670
Capital Improvement	Utility	43,000
Utility	Nonmajor Governmental	486,727
Utility	Nonmajor Business-Type	308,274
		<u>\$ 9,022,249</u>

Interfund advances exist due to deficit cash positions in the comingled checking account in many funds. These amounts will be paid over several years.

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

### NOTE 3 – DETAIL NOTES ON ALL FUNDS (Continued)

#### Interfund Transfers

Interfund transfers for the year consisted of the following:

Transfers In	Transfers Out	Amount
General	Utility	\$ 400,000
General	Parks & Recreation	25,000
General	Nonmajor Business-Type	30,000
Debt Service	General	2,263,366
Debt Service	Parks & Recreation	600,000
Debt Service	Capital Improvement	978,813
Capital Improvement	General	2,171,070
TIF VII Irving Park/Church Road	Nonmajor Governmental	190,000
Nonmajor Governmental	Capital Improvement	100,000
Nonmajor Governmental	Utility	250,000
		<u>\$ 7,008,249</u>

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the Debt Service Fund as debt service payments become due, and (3) use unrestricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

#### LONG-TERM DEBT

##### Notes Payable

The Village enters into notes payable to provide funds for TIF redevelopment costs. The notes are to be paid solely from TIF funds. Notes payable currently outstanding are as follows:

Issue	Fund Debt Retired By	Beginning Balances	Issuances	Retirements	Ending Balances
Real Estate Opportunity Corporation Note Payable of 2001, due in one installment of \$1,000,000 plus interest at 8.00% on February 20, 2024	TIF VI Route 83/ Thorndale	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000
U.S. Cellular Note Payable of 2001, due in one installment of \$2,000,000 plus interest at 8.00% on February 20, 2024.	TIF VI Route 83/ Thorndale	2,000,000	-	-	2,000,000
		<u>\$ 3,000,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,000,000</u>

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

### NOTE 3 – DETAIL NOTES ON ALL FUNDS (Continued)

#### General Obligation/Alternate Revenue Sources Bonds

The Village issues general obligation/alternate revenue source bonds to provide funds for the acquisition and construction of major capital facilities, to pay principal and interest on other outstanding bonds, and to finance corporate purpose projects of the Village. General obligation/alternate revenue source bonds have been issued for governmental activities and business-type activities. General obligation/alternate revenue source bonds are direct obligations and pledge the full faith and credit of the Village. General obligation/alternate revenue source bonds currently outstanding are as follows:

Issue	Fund Debt Retired By	Beginning Balances	Issuances	Retirements	Ending Balances
General Obligation Limited Tax Refunding Bonds of 2009, due in annual installments of \$175,000 to \$500,000 plus interest at 2.50% to 3.40% through December 30, 2017	Debt Service TIF IV Grand Ave/ Sextion	\$ 264,480  215,520	\$ -  -	\$ 264,480  215,520	\$ -  -
General Obligation (Alternate Revenue Source) Bonds of 2011A, due in annual installments of \$100,000 to \$3,410,000 plus interest at 3.00% to 5.00% through December 15, 2030.	TIF XII North Industrial	17,775,000	-	8,910,000	8,865,000
General Obligation (Alternate Revenue Source) Bonds of 2011B, due in annual installments of \$205,000 to \$575,000 plus interest at 2.00% to 5.00% through December 30, 2030.	Special Service Area #3 - #8	5,860,000	-	310,000	5,550,000
General Obligation (Alternate Revenue Source) Refunding Revenue Bonds of 2011C, due in annual installments of \$75,000 to \$195,000 plus interest at 2.00% to 4.00% through December 30, 2020.	TIF VII Irving Park/ Church Road	685,000	-	150,000	535,000
General Obligation (Alternate Revenue Source) Refunding Revenue Bonds of 2011D, due in annual installments of \$90,000 to \$595,000 plus interest at 2.00% to 4.00% through December 30,	TIF XI Grand Ave/ York Road	1,040,000	-	150,000	890,000

## VILLAGE OF BENSENVILLE, ILLINOIS

### Notes to financial statements December 31, 2017

#### NOTE 3 – DETAIL NOTES ON ALL FUNDS (Continued)

##### General Obligation/Alternate Revenue Source Bonds

Issue	Fund Debt Retired By	Beginning Balances	Issuances	Retirements	Ending Balances
General Obligation Refunding Bonds of 2012A, due in annual installments of \$50,000 to \$230,000 plus interest at 2.00% to 3.00% through December 30, 2021.	Debt Service	\$ 1,085,000	\$ -	\$ 205,000	\$ 880,000
General Obligation (Alternate Revenue Source) Refunding Bonds of 2012B, due in annual installments of \$105,000 to \$125,000 plus interest at 2.00% to 3.00% through December 30, 2020.	TIF IV Grand Ave/ Sexton	490,000	-	125,000	365,000
General Obligation (Alternate Revenue Source) Refunding Bonds of 2012C, due in annual installments of \$120,000 to \$390,000 plus interest at 2.00% to 4.00% through December 30, 2022.	Debt Service	960,000	-	105,000	855,000
General Obligation (Waterworks and Sewerage Alternate Revenue Source) Refunding Bonds of 2012E, due in annual installments of \$285,000 to \$870,000 plus interest at 2.00% to 3.00% through May 1, 2023.	Utility	4,150,000	-	620,000	3,530,000
General Obligation (Alternate Revenue Source) Refunding Bonds of 2013A, due in annual installments of \$130,000 to \$295,000 plus interest at 4.30% to 5.00% through December 15, 2032.	Special Service Area #9	3,380,000	-	145,000	3,235,000
General Obligation (Alternate Revenue Source) Refunding Bonds of 2013E, due in annual installments of \$25,000 to \$2,000,000 plus interest at 3.00% to 5.00% through December 15, 2032.	Debt Service	7,500,000	-	325,000	7,175,000

# VILLAGE OF BENSENVILLE, ILLINOIS

## Notes to financial statements December 31, 2017

### NOTE 3 – DETAIL NOTES ON ALL FUNDS (Continued)

#### General Obligation/Alternate Revenue Source Bonds

Issue	Fund Debt Retired By	Beginning Balances	Issuances	Retirements	Ending Balances
General Obligation (Alternate Revenue Source) Refunding Bonds of 2014A, due in annual installments of \$90,000 to \$395,000 plus interest at 2.00% to 3.00% through May 1, 2021.	Utility	\$ 1,385,000	\$ -	\$ 90,000	\$ 1,295,000
Taxable General Obligation (Alternate Revenue Source) Bonds of 2014B, due in one installment of \$6,815,000 plus annual interest at 4.875% through December 15, 2034.	Debt Service	6,815,000	-	-	6,815,000
Taxable General Obligation Limited Tax Bonds of 2014C, due in annual installments of \$45,000 to \$420,000 plus interest at 2.00% through December 30, 2018	Debt Service	505,000	-	85,000	420,000
General Obligation (Alternate Revenue Source) Bonds of 2014D, due in annual installments of \$85,000 to \$450,000 plus interest at 2.00% through December 15, 2019.	Debt Service	835,000	-	300,000	535,000
General Obligation (Alternate Revenue Source) Refunding Bonds of 2014E, due in annual installments of \$240,000 to \$280,000 plus interest at 2.00% to 3.00% through December 1, 2023	Debt Service	1,840,000	-	245,000	1,595,000
General Obligation (Alternate Revenue Source) Refunding Bonds of 2017, due in twelve installments of \$100,000 to \$3,345,000 plus interest at 1.80% to 2.95% through December 15, 2029	TIF XII North Industrial	-	9,945,000	-	9,945,000
		\$ 54,785,000	\$ 9,945,000	\$ 12,245,000	\$ 52,485,000

## VILLAGE OF BENSENVILLE, ILLINOIS

### Notes to financial statements December 31, 2017

#### NOTE 3 – DETAIL NOTES ON ALL FUNDS (Continued)

##### Debt Certificates

The Village issues debt certificates to provide funds for the acquisition and construction of major capital facilities. Debt certificates have been issued for governmental activities. Debt certificates currently outstanding are as follows:

Issue	Fund Debt Retired By	Beginning Balances	Issuances	Retirements	Ending Balances
General Obligation Debt Certificates of 2005, due in annual installments of \$35,000 to \$210,000 plus interest at 2.50% to 4.60% through December 15, 2021.	TIF V Heritage Square	\$ 655,000	\$ -	\$ 75,000	\$ 580,000
General Obligation Refunding Debt Certificates of 2012D, due in annual installments of \$35,000 to \$510,000 plus interest at 2.50% to 3.10% through December 1, 2017	Debt Service	510,000	-	510,000	-
General Obligation Taxable Refunding Debt Certificates of 2013D, due in annual installments of \$150,000 to \$1,215,000 plus interest at 1.25% to 2.82% through June 1, 2018	Debt Service	2,400,000	-	1,185,000	1,215,000
		<u>\$ 3,565,000</u>	<u>\$ -</u>	<u>\$ 1,770,000</u>	<u>\$ 1,795,000</u>

##### IEPA Loans Payable

The Village has entered into loan agreements with the IEPA to provide low interest financing for wastewater treatment plant improvements. IEPA loans currently outstanding are as follows:

Issue	Fund Debt Retired By	Beginning Balances	Issuances	Retirements	Ending Balances
\$30,000,000 IEPA Loan of 2014 dated January 15, 2014, due in semi-annual payments of \$902,860 including interest at 1.930% through February 4, 2036	Utility	\$ 29,162,790	\$ -	\$ 1,182,196	\$ 27,980,594

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements

December 31, 2017

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### NOTE 3 – DETAIL NOTES ON ALL FUNDS (Continued)

#### Capital Leases

The Village has entered into a lease agreement as lessee for financing the acquisition of equipment. Capital assets of \$560,711 have been added to machinery and equipment as a result of these capital leases. These lease agreements qualify as capital leases for accounting purposes and; therefore, have been recorded at the present value of the future minimum lease payments as of the inception date. The capital lease has been recorded as a liability of the Governmental Activities.

The future minimum lease payments and the net present value of these minimum lease payments are as follows:

Fiscal Year	Governmental Activities
2018	\$ 120,138
2019	120,138
2020	120,138
2021	60,064
	<u>420,478</u>
Interest Portion	<u>(15,451)</u>
Principal Balance	<u>\$ 405,027</u>

# VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

## NOTE 3 – DETAIL NOTES ON ALL FUNDS (Continued)

### Long-Term Liability Activity

Changes in long-term liabilities during the fiscal year were as follows:

Type of Debt	Beginning Balances	Additions	Deductions	Ending Balances	Amounts Due within One Year
<b>Governmental Activities</b>					
Compensated Absences	\$ 1,027,960	\$ 37,238	\$ -	\$ 1,065,198	\$ 550,304
Net Pension Liability - IMRF	2,491,473	-	2,362,136	129,337	-
Net Pension Liability	13,746,315	1,330,000	-	15,076,315	-
Net Other Post-Employment Benefit Obligation	1,704,175	167,996	-	1,872,171	-
Notes Payable	3,000,000	-	-	3,000,000	-
General Obligation/Alternate Revenue Source Bonds	49,250,000	9,945,000	11,535,000	47,660,000	2,840,000
Less: (Discount)/Premium	74,061	58,332	-	132,393	-
Debt Certificates	3,565,000	-	1,770,000	1,795,000	1,295,000
Less: (Discount)/Premium	(18,204)	-	(10,735)	(7,469)	-
Capital Leases Payable	515,935	-	110,908	405,027	113,014
	<u>75,356,715</u>	<u>11,538,566</u>	<u>15,767,309</u>	<u>71,127,972</u>	<u>4,798,318</u>
<b>Business-Type Activities</b>					
Compensated Absences	194,418	-	27,993	166,425	102,529
Net Pension Liability - IMRF	1,123,913	-	1,070,957	52,956	-
General Obligation/Alternate Revenue Source Bonds	5,535,000	-	710,000	4,825,000	725,000
Less: (Discount)/Premium	79,045	-	10,540	68,505	-
IEPA Loans Payable	29,162,790	-	1,182,196	27,980,594	1,271,802
	<u>\$ 36,095,166</u>	<u>\$ -</u>	<u>\$ 3,001,686</u>	<u>\$ 33,093,480</u>	<u>\$ 2,099,331</u>

For the governmental activities, the compensated absences, the net pension liability, and the net other post-employment benefit obligation are generally liquidated by the General Fund. The TIF VI Route 83/Thorndale Fund makes payment on the notes payable. General obligation/alternate revenue source bonds are being liquidated by the Debt Service, the TIF VII Irving Park/Church Road, the TIF XII North Industrial TIF District, the Special Service Areas #3, #4, #5, #6, #7, #8, #9, the TIF IV Grand Ave/Sexton and the TIF XI Grand Ave/York Road Funds. Payments on the Debt Certificates are being made by the Debt Service and the TIF V Heritage Square Funds. Payments on the Capital Leases are being made by the Fleet Sinking Fund, a nonmajor governmental fund.

**VILLAGE OF BENSENVILLE, ILLINOIS**

Notes to financial statements

December 31, 2017

**NOTE 3 – DETAIL NOTES ON ALL FUNDS (Continued)**

For the business-type activities, the Utility Fund liquidates the compensated absences, the net pension liability, the general obligation/alternate revenue source bonds, and the IEPA loans payable.

**Debt Service Requirements to Maturity**

The annual debt service requirements to maturity, including principal and interest, are as follows:

Fiscal Year	Governmental Activities					
	Notes Payable		General Obligation Bonds		Debt Certificates	
	Principal	Interest	Principal	Interest	Principal	Interest
2018	\$ -	\$ -	\$ 2,840,000	\$ 1,950,721	\$ 1,295,000	\$ 45,018
2019	-	-	2,330,000	1,875,868	90,000	22,666
2020	-	-	2,540,000	1,795,368	200,000	18,660
2021	-	-	2,015,000	1,704,749	210,000	9,660
2022	-	-	2,180,000	1,628,234	-	-
2023	-	-	2,270,000	1,534,918	-	-
2024	3,000,000	7,039,707	2,230,000	1,432,748	-	-
2025	-	-	2,305,000	1,335,634	-	-
2026	-	-	2,495,000	1,227,120	-	-
2027	-	-	2,800,000	1,125,399	-	-
2028	-	-	3,795,000	1,034,454	-	-
2029	-	-	4,170,000	911,521	-	-
2030	-	-	4,300,000	773,701	-	-
2031	-	-	2,280,000	560,982	-	-
2032	-	-	2,295,000	446,982	-	-
2033	-	-	-	332,232	-	-
2034	-	-	6,815,000	332,232	-	-
Totals	\$ 3,000,000	\$ 7,039,707	\$ 47,660,000	\$ 20,002,863	\$ 1,795,000	\$ 96,004

**VILLAGE OF BENSENVILLE, ILLINOIS**

Notes to financial statements

December 31, 2017

**NOTE 3 – DETAIL NOTES ON ALL FUNDS (Continued)****Debt Service Requirements to Maturity**

Fiscal Year	Business-Type Activities			
	General Obligation		IEPA Loans	
	Bonds		Payable	
	Principal	Interest	Principal	Interest
2018	\$ 725,000	\$ 126,163	\$ 1,271,802	\$ 533,919
2019	775,000	107,414	1,296,466	509,255
2020	800,000	86,738	1,321,609	484,112
2021	815,000	63,525	1,347,239	458,482
2022	840,000	38,700	1,373,366	432,355
2023	870,000	13,050	1,400,000	405,721
2024	-	-	1,427,150	378,571
2025	-	-	1,454,827	350,894
2026	-	-	1,483,041	322,680
2027	-	-	1,511,802	293,919
2028	-	-	1,541,120	264,601
2029	-	-	1,571,007	234,714
2030	-	-	1,601,474	204,247
2031	-	-	1,632,532	173,189
2032	-	-	1,664,192	141,529
2033	-	-	1,696,466	109,255
2034	-	-	1,729,365	76,356
2035	-	-	1,762,903	42,818
2036	-	-	894,233	8,627
Totals	\$ 4,825,000	\$ 435,590	\$ 27,980,594	\$ 5,425,244

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 3 – DETAIL NOTES ON ALL FUNDS (Continued)

#### Legal Debt Margin

Chapter 65, Section 5/8-5-1 of the Illinois Compiled Statutes provides, "...no municipality having a population of less than 500,000 shall become indebted in any manner or for any purpose, to an amount, including existing indebtedness in the aggregate exceeding 8.625% on the value of the taxable property therein, to be ascertained by the last assessment for state and county purposes, previous to the incurring of the indebtedness or, until January 1, 1983, if greater, the sum that is produced by multiplying the municipality's 1978 equalized assessed valuation by the debt limitation percentage in effect on January 1, 1979."

Assessed Valuation - 2016	<u>\$ 534,202,764</u>
Legal Debt Limit - 8.625% of Assessed Value	<u>46,074,988</u>
Amount of Debt Applicable to Limit	
General Obligation Refunding Bonds 2012A	(880,000)
Taxable General Obligation Limited Tax Bonds 2014C	(420,000)
Debt Certificates	<u>(1,795,000)</u>
Legal Debt Margin	<u>\$ 42,979,988</u>

#### NET POSITION CLASSIFICATIONS

Investment in capital assets was comprised of the following as of December 31, 2017:

Governmental Activities	
Capital Assets - Net of Accumulated Depreciation	\$ 96,849,565
Less Capital Related Debt:	
Notes Payable	(3,000,000)
General Obligation/Alternate Revenue Source Bonds Payable	(47,660,000)
Unamortized Discount/Premium	(132,393)
Unamortized Gain/Loss on Refunding	1,078,462
Debt Certificates Payable	(1,795,000)
Unamortized Discount/Premium	7,469
Capital Lease Payable	<u>(405,027)</u>
Net Investment in Capital Assets	<u>\$ 44,943,076</u>

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 3 – DETAIL NOTES ON ALL FUNDS (Continued)

Business-Type Activities	
Capital Assets - Net of Accumulated Depreciation	\$ 93,845,706
Less Capital Related Debt:	
General Obligation/Alternate Revenue Sources Bonds Payable	(4,825,000)
Unamortized Discount/Premium	(68,505)
Unamortized Gain/Loss on Refunding	133,622
IEPA Loans Payable	<u>(27,980,594)</u>
Net Investment in Capital Assets	<u>\$ 61,105,229</u>

### FUND BALANCE CLASSIFICATIONS

In the governmental funds financial statements, the Village considers restricted amounts to have been spent when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. The Village first utilizes committed, then assigned and then unassigned fund balance when an expenditure is incurred for purposes for which all three unrestricted fund balances are available.

**Assigned Fund Balance.** Assigned fund balance has limitations resulting from intended use consisting of amounts where the intended use is established by the Board of Trustees or an official designated for that purpose. The intended use is established by an official designated for that purpose. When it is appropriate for fund balance to be assigned in any fund, the Village delegates such authority to the Director of Finance, as outlined in the Village's fund balance policy.

**Committed Fund Balance.** Committed fund balance has self-imposed limitations set in place prior to the end of the period. The limitations are imposed at the highest level of decision making that requires formal action at the same level to remove. Fund balance of the Village may be committed for a specific purpose by the passing of a Board Resolution by the Village's Board of Trustees.

Amendments/modifications of the committed fund balance must also be approved by the Board.

# VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

## NOTE 3 – DETAIL NOTES ON ALL FUNDS (Continued)

**Minimum Fund Balance Policy.** The Village will maintain a minimum unassigned fund balance that is sufficient to provide financial resources for the Village in the event of an emergency or loss of a major revenue source. Therefore, the Village has set the minimum unassigned fund balance for the General Fund at an amount equal to three months of General Fund operating expenditures. The minimum fund balance for the unassigned/assigned fund balance in the Capital Improvement Fund has been established at one half (50%) of the operating revenues allocated to this fund (this does not include capital grants or other one-time revenue sources).

The following is a schedule of fund balance classifications for the governmental funds as of the date of this report:

	General	Parks & Recreation	Debt Service	Capital Projects		Nonmajor	Totals
				Capital Improvements	TIF VII Irving Park/ Church Road		
<b>Fund Balance</b>							
<b>Nonspendable</b>							
Advances	\$ 5,412,578	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,412,578
Inventory	4,091	-	-	-	-	-	4,091
Prepays	780,613	-	-	-	-	-	780,613
	<u>6,197,282</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,197,282</u>
<b>Restricted</b>							
Insurance	608,148	-	-	-	-	-	608,148
Street Improvements	1,056,952	-	-	-	-	-	1,056,952
Police	66,990	-	-	-	-	-	66,990
Debt Service	-	-	167,825	-	-	-	167,825
Public Works	-	-	-	-	-	2,562,733	2,562,733
Special Service Areas	-	-	-	-	-	2,447,474	2,447,474
Community Development	-	-	-	-	-	896,618	896,618
	<u>1,732,090</u>	<u>-</u>	<u>167,825</u>	<u>-</u>	<u>-</u>	<u>5,906,825</u>	<u>7,806,740</u>
<b>Committed</b>							
Sewer Improvements	-	-	-	-	-	912,081	912,081
<b>Assigned</b>							
Contingency	1,500,000	-	-	-	-	-	1,500,000
Street Improvements	-	-	-	3,760,301	-	-	3,760,301
Fleet Capital	-	-	-	-	-	1,016,190	1,016,190
	<u>1,500,000</u>	<u>-</u>	<u>-</u>	<u>3,760,301</u>	<u>-</u>	<u>1,016,190</u>	<u>6,276,491</u>
<b>Unassigned</b>	<u>9,052,364</u>	<u>(1,925,090)</u>	<u>-</u>	<u>-</u>	<u>(3,132,937)</u>	<u>(1,225,473)</u>	<u>2,768,864</u>
<b>Total Fund Balance</b>	<b>\$ 18,481,736</b>	<b>\$ (1,925,090)</b>	<b>\$ 167,825</b>	<b>\$ 3,760,301</b>	<b>\$ (3,132,937)</b>	<b>\$ 6,609,623</b>	<b>\$ 23,961,458</b>

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 4 – OTHER INFORMATION

#### RISK MANAGEMENT

The Village is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; natural disasters; and injuries to the Village's employees. The Village has purchased insurance from private insurance companies for auto, general liabilities, employee bonds, boiler and machinery, property and health risks. The policies call for various levels of deductibles or self-insured retentions. The Village is self-insured for workers compensation. Commercial insurance is carried for amounts in excess of the self-insured amounts. There have been no significant reductions in insurance coverage during the current year. For all insured programs, settlement amounts have not exceeded insurance coverage for the current or three prior years.

The Village reports self-insurance activities within the General Fund. The Village's policy is to finance currently, all claims paid, estimated future payments with respect to claims made, and estimated claims incurred but not reported. Such payments are displayed on the financial statements as revenues and expenditures/expenses.

Liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount of claims that have been incurred but not reported (IBNR). Claims liabilities are calculated considering the effects of inflation, recent claim settlement trends including frequency and amount of payouts, and other economic and social factors. Changes in the balances of claims liabilities are as follows:

	Fiscal Year Ended December 31,	
	2017	2016
Claims Payable - Beginning	\$ 169,116	586,418
Incurred Claims	128,551	1,551,062
Claims Paid	(128,551)	(1,968,364)
Claims Payable - Ending	<u>\$ 169,116</u>	<u>\$ 169,116</u>

#### CONTINGENT LIABILITIES

##### Litigation

The Village is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the Village's attorney, the resolution of these matters will not have a material adverse effect on the financial condition of the Village.

## **VILLAGE OF BENSENVILLE, ILLINOIS**

Notes to financial statements  
December 31, 2017

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### **NOTE 4 – OTHER INFORMATION (Continued)**

#### **Grants**

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the Village expects such amounts, if any, to be immaterial.

#### **DuPage Water Commission**

The Village is a customer of the DuPage Water Commission, and has executed a Water Supply Contract with the Commission for a term ending in 2017. The Contract provides that the Village pay its proportionate share of “fixed costs” (debt service and capital costs) to the Commission, such obligation being unconditional and irrevocable whether or not water is ever delivered. These costs are expenses along with the other “operation and maintenance” charges from the Commission.

The Village stops paying “fixed costs” portion starting May 1, 2015. Fiscal year 2014 was the last payments made for fixed costs with the DuPage Water Commission. All future costs are based on actual gallons.

The Village’s agreement with the DuPage Water Commission provides that each member is liable for its proportionate share of any costs arising from defaults in payment obligations by other members.

### **COMMITMENTS**

#### **Sales Tax Rebates**

On June 11, 2011, the Village entered into an agreement with Roesch Ford (Roesch) whereas the Village now agrees to rebate 75% of the Village’s share of sales tax revenue generated by Roesch’s sales of vehicles, parts and service during the 12 month periods ending March 31, 2011, 2012 and 2013. For the 12 month periods ending March 31, 2014 through 2025, the Village shall rebate 50% of the Village’s share of sales tax revenue. This incentive agreement is effective until the total rebate amount reaches \$2,300,000. Through December 31, 2017, the Village has remitted a total of \$1,592,269 including \$227,122 remitted in the current fiscal period.

On February 24, 2015, the Village entered into an agreement with Law Auto Group (Law) whereas the Village will pay Law 50% of sales tax revenue generated by Law. The term of the agreement shall be from the effective date of the agreement through February 23, 2025. The maximum sharing amount of the agreement is not to exceed the cumulative amount of \$500,000 over the duration of the agreement. Through December 31, 2017, the Village has remitted a total of \$134,175 including \$85,839 remitted in the current fiscal year.

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 4 – OTHER INFORMATION (Continued)

#### Sales Tax Rebates

On April 25, 2015, the Village entered into an agreement with Grand Subaru, LLC (Grand) whereas the Village will retain the greater of \$200,000 or 25% of sales tax generated by Grand for sales tax years 2015, 2016, and 2017 with Grand receiving the remainder. For tax years 2018 through the remainder of the term, December 16, 2031, the Village will retain \$200,000 or 50% of sales tax generated by Grand with Grand receiving the remainder. If the total sales tax receipts in any sales tax year is less than \$200,000, the Village minimum allocation should be equal to said total. In no case shall Grand Subaru be required to cover the differential between \$200,000 and the total that is less than that amount. Through December 31, 2017, the Village remitted a total of \$448,118, which is also the amount remitted in the current year.

On September 22, 2015, the Village entered into an agreement with Jewel Osco (Jewel) whereas the Village will pay Jewel 75% of sales tax generated for the first 5 years of the agreement. In years 6 through 15, the Village shall pay 50% of sales tax generated. If, however, the sales tax generated in a sales tax year is less than \$100,000, the Village will share 100% of the sales tax with Jewel. If the sales tax should exceed \$100,000, but the share to be paid to Jewel based upon the percentages of the contract are to be less than \$100,000, the Village will share \$100,000 with Jewel and the balance will be retained by the Village. The term of the agreement shall be through the earlier of the date when amount of sales tax rebates equal, but do not exceed, the total expenditures for the renovation costs to the building of operation and the fixturing and equipment added for its redevelopment or December 31, 2030. Through December 31, 2017, the Village remitted a total of \$204,507 in the current year.

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 4 – OTHER INFORMATION (Continued)

#### Construction Contracts

The Village has entered into various contracts for construction within the Village. Below is a schedule outlining the various projects that are currently under contract:

Project Description	Expended to Date	Remaining Commitment
Addison Creek Stabalization - Design and Construction Engineering	\$ 282	\$ 920
Addison Creek Stabilization - Construction	9,284	11,818
Brentwood and John St Basin - Ecological Management - Construction	7,776	11,558
CDBG Annual Res	26,405	1,501
Church Rd H-Recon-TCM - Design	23,887	96,123
Church Rd LAFO/CMAQ Construction - Reimbursement	314,292	47,298
Church Rd STP-TCM Phase III Engineering	342,854	19,995
Church Road Bike Path TAP Grove to Irving Park Rd	2,848	3,112
Church Road Match Funds	1,170,793	1,160,235
Church Road TAP Phase I	46,930	108,408
Downtown Streetscape	1,858,862	264,004
Downtown Streetscape Phase II South - Design	89,821	34,511
DuPage County Permit Compliance DCSFO - Design	814	1,489
Elgin O'Hare Plan Review	98,543	95,120
Foster Ave LAFO - Construction Engineering	3,188	282
George St. Bypass Storm	37,584	27,001
Grade Separation	362,275	916,836
Green St. LAFO Construction - Reimbursement	240,738	96,463
Herritage Sq. Basin - Construction	4,950	16,790
IL83 CMAQ-TCM Phase I	38,410	45,639
IL83 CMAQ-TCM Phase I	38,410	7,228
Redmond Reservoir Expansion	57,189	20,707
Residential Streetlight CDBG	76,364	111,877
Silver Creek & Willow Watershed Analysis	16,023	44,069
Village Watermain Improvement	36,456	8,120
	<hr/>	<hr/>
	\$ 4,904,978	\$ 3,151,104

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 4 – OTHER INFORMATION (Continued)

#### EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS

The Village contributes to two defined benefit pension plans, the Illinois Municipal Retirement Fund (IMRF), a defined benefit agent multiple-employer public employee retirement system and the Police Pension Plan which is a single-employer pension plan. A separate report is issued for the Police Pension Plan and may be obtained by writing to the Village at 12 South Center Street, Bensenville, Illinois 60106. IMRF does issue a publicly available financial report that includes financial statements and required supplementary information for the plan as a whole, but not by individual employer. That report may be obtained on-line at [www.imrf.org](http://www.imrf.org). The benefit, benefit levels, employee contributions, and employer contributions are governed by Illinois Compiled Statutes (ILCS) and can only be amended by the Illinois General Assembly.

#### Illinois Municipal Retirement Fund (IMRF)

##### Plan Descriptions

*Plan Administration.* All employees (other than those covered by the Police Pension Plan) hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members. The plan is accounted for on the economic resources measurement focus and the accrual basis of accounting. Employer and employee contributions are recognized when earned in the year that the contributions are required, benefits and refunds are recognized as an expense and liability when due and payable.

*Benefits Provided.* IMRF has three benefit plans. The vast majority of IMRF members participate in the Regular Plan (RP). The Sheriff's Law Enforcement Personnel (SLEP) plan is for sheriffs, deputy sheriffs, and selected police chiefs. Counties could adopt the Elected County Official (ECO) plan for officials elected prior to August 8, 2011 (the ECO plan was closed to new participants after that date).

IMRF provides two tiers of pension benefits. Employees hired before January 1, 2011, are eligible for Tier 1 benefits. Tier 1 employees are vested for pension benefits when they have at least eight years of qualifying service credit. Tier 1 employees who retire at age 55 (at reduced benefits) or after age 60 (at full benefits) with eight years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any consecutive 48 months within the last 10 years of service, divided by 48. Under Tier 1, the pension is increased by 3% of the original amount on January 1 every year after retirement.

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 4 – OTHER INFORMATION (Continued)

Employees hired on or after January 1, 2011, are eligible for Tier 2 benefits. For Tier 2 employees, pension benefits vest after ten years of service. Participating employees who retire at age 62 (at reduced benefits) or after age 67 (at full benefits) with ten years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any 96 consecutive months within the last 10 years of service, divided by 96. Under Tier 2, the pension is increased on January 1 every year after retirement, upon reaching age 67, by the *lesser* of:

- 3% of the original pension amount, or
- 1/2 of the increase in the Consumer Price Index of the original pension amount.

*Plan Membership.* As of December 31, 2017, the measurement date, the following employees were covered by the benefit terms:

Inactive Plan Members Currently Receiving Benefits	124
Inactive Plan Members Entitled to but not yet Receiving Benefits	160
Active Plan Members	<u>86</u>
Total	<u>370</u>

*Contributions.* As set by statute, the Village's Regular Plan Members are required to contribute 4.50% of their annual covered salary. The statute requires employers to contribute the amount necessary, in addition to member contributions, to finance the retirement coverage of its own employees. The Village's annual contribution rate for calendar year 2017 was 10.82% of covered payroll.

*Net Pension Liability.* The Village's net pension liability was measured as of December 31, 2017. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 4 – OTHER INFORMATION (Continued)

*Actuarial Assumptions.* The total pension liability was determined by an actuarial valuation performed, as of December 31, 2017, using the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Market
Actuarial Assumptions	
Interest Rate	7.50%
Salary Increases	3.39 to 14.25%
Cost of Living Adjustments	2.50%
Inflation	2.50%

For nondisabled retirees, an IMRF specific mortality table was used with fully generational projection scale MP-2014 (base year 2012). IMRF specific rates were developed from the RP-2014 Blue Collar Health Annuitant Mortality Table with adjustments to match current IMRF experience. For disabled retirees, an IMRF specific mortality tables was used with fully generational projection scale MP-2014 (base year 2012). IMRF specific rates were developed from the RP-2014 Disabled Retirees Mortality Table applying the same adjustment that were applied for nondisabled lives. For active members, an IMRF specific mortality table was used with fully generational projection scale MP-2014 (base year 2012). IMRF specific rates were developed from the RP-2014 Employee Mortality Table with adjustments to match current IMRF experience.

#### Discount Rate

The discount rate used to measure the total pension liability was 7.50% and discount rate in the prior valuation was 7.50%. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that Village contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

**VILLAGE OF BENSENVILLE, ILLINOIS**

Notes to financial statements  
December 31, 2017

**NOTE 4 – OTHER INFORMATION (Continued)****Discount Rate Sensitivity**

The following presents the plan's net pension liability, calculated using a Single Discount Rate of 7.50%, as well as what the plan's net pension liability would be if it were calculated using a Single Discount Rate that is 1% lower or 1% higher:

	1% Decrease (6.50%)	Current Discount Rate (7.50%)	1% Increase (8.50%)
Net Pension Liability/(Asset)	\$ 4,647,007	182,293	(3,466,723)

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Balances at December 31, 2016	\$ 35,149,469	31,534,083	3,615,386
Changes for the Year:			
Service Cost	586,134	-	586,134
Interest on the Total Pension Liability	2,604,207	-	2,604,207
Difference Between Expected and Actual Experience of the Total Pension Liability	(120,302)	-	(120,302)
Changes of Assumptions	(1,077,247)	-	(1,077,247)
Contributions - Employer	-	599,981	(599,981)
Contributions - Employees	-	360,048	(360,048)
Net Investment Income	-	5,401,242	(5,401,242)
Benefit Payments, including Refunds of Employee Contributions	(1,439,563)	(1,439,563)	-
Other ( Net Transfer)	-	(935,386)	935,386
Net Changes	553,229	3,986,322	(3,433,093)
Balance at December 31, 2017	\$ 35,702,698	\$ 35,520,405	\$ 182,293

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 4 – OTHER INFORMATION (Continued)

#### Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2017, the Village recognized pension expense of \$820,012. At December 31, 2017, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	\$ -	\$ (97,065)	\$ (97,065)
Change in Assumptions	-	(664,370)	(664,370)
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	-	(1,452,196)	(1,452,196)
Total Deferred Amounts Related to IMRF	\$ -	\$ (2,213,631)	\$ (2,213,631)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Net Deferred Outflows of Resources
2018	\$ (590,381)
2019	(425,253)
2020	(580,148)
2021	(617,849)
2022	-
Thereafter	-
Total	<u>\$ (2,213,631)</u>

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 4 – OTHER INFORMATION (Continued)

#### Police Pension Plan

##### Plan Descriptions

*Plan Administration.* The Police Pension Plan is a single-employer defined benefit pension plan that covers all sworn police personnel. The defined benefits and employee and minimum employer contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/3-1) and may be amended only by the Illinois legislature. The Village accounts for the Fund as a pension trust fund. The Fund is governed by a five-member pension board. Two members of the Board are appointed by the Village President, one member is elected by pension beneficiaries and two members are elected by active police employees.

*Plan Membership.* At December 31, 2017, the measurement date, membership consisted of the following:

Inactive Plan Members Currently Receiving Benefits	27
Inactive Plan Members Entitled to but not yet Receiving Benefits	10
Active Plan Members	<u>35</u>
Total	<u>72</u>

*Benefits Provided.* The following is a summary of the Police Pension Plan as provided for in Illinois State Statutes.

The Police Pension Plan provides retirement benefits through two tiers of benefits as well as death and disability benefits. Covered employees hired before January 1, 2011 (Tier 1), attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit of  $\frac{1}{2}$  of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The annual benefit shall be increased by 2.5 percent of such salary for each additional year of service over 20 years up to 30 years, to a maximum of 75 percent of such salary. Employees with at least eight years but less than 20 years of credited service may retire at or after age 60 and receive a reduced benefit. The monthly benefit of a police officer who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3 percent of the original pension and 3 percent compounded annually thereafter.

Covered employees hired on or after January 1, 2011 (Tier 2), attaining the age of 55 or older with 10 or more years of creditable service are entitled to receive an annual retirement benefit equal to the average monthly salary obtained by dividing the total salary of the police officer during the 96 consecutive months of service within the last 120 months of service in which the total salary was the highest by the number of months of service in that period. Police officer salary for the pension purposes is capped at \$106,800, plus the lesser of  $\frac{1}{2}$  of the annual change in the Consumer Price Index or 3 percent compounded.

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 4 – OTHER INFORMATION (Continued)

The annual benefit shall be increased by 2.5 percent of such a salary for each additional year of service over 20 years up to 30 years to a maximum of 75 percent of such salary. Employees with at least 10 years may retire at or after age 50 and receive a reduced benefit (i.e., ½ percent for each month under 55). The monthly benefit of a Tier 2 police officer shall be increased annually at age 60 on the January 1st after the police officer retires, or the first anniversary of the pension starting date, whichever is later. Noncompounding increases occur annually, each January thereafter. The increase is the lesser of 3 percent or ½ of the change in the Consumer Price Index for the proceeding calendar year.

*Contributions.* Covered employees are required to contribute 9.91% of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially determined by an enrolled actuary. However, effective January 1, 2011, ILCS requires the Village to contribute a minimum amount annually calculated using the projected unit credit actuarial cost method that will result in the funding of 90% of the past service cost by the year 2040. For the year-ended December 31, 2017, the Village's contribution was 33.20% of covered payroll.

*Concentrations.* At year end, the Pension Plan has no investments (other than U.S. Government and U.S. Government-guaranteed obligations) in any one organization that represent 5 percent or more of net position available for benefits.

### Actuarial Assumptions

The total pension liability was determined by an actuarial valuation performed, as of December 31, 2017, using the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Market
Actuarial Assumptions	
Interest Rate	7.00%
Salary Increases	5.00%
Cost of Living Adjustments	3.00%
Inflation	3.00%

Mortality rates were based on the RP-2000 Mortality Table projected to 2017 with Blue Collar Adjustment.

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## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 4 – OTHER INFORMATION (Continued)

#### Discount Rate

The discount rate used to measure the total pension liability was 7.00% and the discount rate in the prior valuation was 7.50%. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that Village contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

#### Discount Rate Sensitivity

The following is a sensitive analysis of the net pension liability to changes in the discount rate. The table below presents the pension liability of the Village calculated using the discount rate as well as what the Village's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Net Pension Liability	\$ 20,295,356	\$ 15,076,315	\$ 10,814,079

# VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

## NOTE 4 – OTHER INFORMATION (Continued)

### Changes in the Net Pension Liability

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Balances at December 31, 2016	\$ 31,636,074	\$ 17,889,759	\$ 13,746,315
Changes for the Year:			
Service Cost	711,470	-	711,470
Interest on the Total Pension Liability	2,301,152	-	2,301,152
Difference Between Expected and Actual Experience of the Total Pension Liability	35,248	-	35,248
Changes of Assumptions	2,285,159	-	2,285,159
Contributions - Employer	-	1,086,963	(1,086,963)
Contributions - Employees	-	328,752	(328,752)
Net Investment Income	-	2,621,389	(2,621,389)
Benefit Payments, including Refunds of Employee Contributions	(1,883,129)	(1,883,129)	-
Administrative Expense	-	(34,075)	34,075
Net Changes	3,449,900	2,119,900	1,330,000
Balance at December 31, 2017	\$ 35,085,974	\$ 20,009,659	\$ 15,076,315

### Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2017, the Village recognized pension expense of \$1,740,243. At December 31, 2017, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	\$ 138,852	(359,066)	(220,214)
Change in Assumptions	1,936,539	-	1,936,539
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	-	(492,702)	(492,702)
Total Deferred Amounts Related to Police Pension	\$ 2,075,391	\$ (851,768)	\$ 1,223,623

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 4 – OTHER INFORMATION (Continued)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

<u>Fiscal Year</u>	<u>Net Deferred Outflows of Resources</u>
2018	\$ 344,218
2019	344,218
2020	95,717
2021	171,263
2022	268,207
Thereafter	<u>-</u>
Total	<u>\$ 1,223,623</u>

### OTHER POST-EMPLOYMENT BENEFITS

#### Plan Descriptions, Provisions, and Funding Policies

In addition to providing the pension benefits described, the Village offers post-employment health care insurance benefits (OPEB) for its eligible retired employees through a single employer defined benefit plan. The benefits, benefit levels, employee contributions and employer contributions are governed by the Village and can be amended by the Village through its personnel manual and union contracts. The plan is not accounted for as a trust fund, as an irrevocable trust has not been established to account for the plan. The plan does not issue a separate report. The activity of the plan is reported in the Village's General Fund.

The Village offers post-employment health care benefits to its retirees. To be eligible for benefits, an employee must qualify for retirement under one of the Village's retirement plans. Elected officials are not eligible for benefits.

All health care benefits are provided through the Village's health insurance plan. The benefit levels are the same as those afforded to active employees. Benefits include general inpatient and outpatient medical services; mental, nervous, and substance abuse care; vision care; dental care; and prescriptions. Upon a retiree reaching 65 years of age, Medicare becomes the primary insurer and the Village's plan becomes secondary.

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 4 – OTHER INFORMATION (Continued)

All retirees contribute 100% of the actuarially determined premium to the plan, with the exception of three previous employees for which the Village has agreed to pay portions of their post-employment health, dental and vision insurance. For the fiscal year ending December 31, 2017, retirees contributed \$52,575 to the plan. Active employees do not contribute to the post-employment health care plan until retirement.

At December 31, 2017, membership consisted of:

Retirees and beneficiaries currently receiving benefits and terminated employees entitled to benefits but not yet receiving them.	7
Active Employees	<u>114</u>
Total	<u><u>121</u></u>
Participating Employers	1

The Village does not currently have a funding policy.

### Annual OPEB Costs and Net OPEB Obligation

The net OPEB obligation (NOPEBO) as of December 31, 2017, was calculated as follows:

Annual Required Contribution	\$ 293,270
Interest on the Net OPEB Obligation	85,209
Adjustment to the ARC	<u>(105,581)</u>
Annual OPEB Cost	272,898
Actual Contribution	<u>104,902</u>
Increase in the net OPEB Obligation	167,996
Net OPEB Obligation - Beginning	<u>1,704,175</u>
Net OPEB Obligation - Ending	<u><u>\$ 1,872,171</u></u>

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 4 – OTHER INFORMATION (Continued)

#### Trend Information

The Village's annual OPEB cost, actual contributions, the percentage of annual OPEB cost contributed and the net OPEB obligation are as follows:

Fiscal Year	Annual OPEB Cost	Actual Contributions	Percentage of OPEB Cost Contributed	Net OPEB Obligation
2015	\$ 323,001	\$ 81,629	25.27%	\$ 1,523,972
2016	275,053	94,850	34.48%	1,704,175
2017	272,898	104,902	38.44%	1,872,171

#### Funded Status and Funding Progress

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost contributions of the employer. These are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information that shows whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

The funded status of the plan as of December 31, 2017, was as follows:

Actuarial Accrued Liability (AAL)	\$	3,094,025
Actuarial Value of Plan Assets	\$	-
Unfunded Actuarial Accrued Liability (UAAL)	\$	3,094,025
Funded Ratio (Actuarial Value of Plan Assets/AAL)		0.00%
Covered Payroll (Active Plan Members)	\$	9,071,945
UAAL as a Percentage of Covered Payroll		34%

## VILLAGE OF BENSENVILLE, ILLINOIS

Notes to financial statements  
December 31, 2017

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### NOTE 4 – OTHER INFORMATION (Continued)

#### Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the December 31, 2016 actuarial valuation (rolled forward to 2017), the entry age actuarial cost method was used. The actuarial assumptions included a 4.50% investment rate of return (net of administrative expenses), rate of salary increase of 3.50% and an annual healthcare cost trend rate of 8.50% initially, reduced to an ultimate rate of 4.50% after eight years. Both rates include a 2.50% inflation assumption. The actuarial value of assets was not determined as the Village has not advance funded its obligation. The plan's unfunded actuarial accrued liability is being amortized as a level percentage of projected payroll on an open basis. The remaining amortization period at December 31, 2017, was 30 years.

## REQUIRED SUPPLEMENTARY INFORMATION

Required supplementary information includes financial information and disclosures that are required by the GASB but are not considered a part of the basic financial statements. Such information includes:

- Schedule of Funding Progress and Employer Contributions  
Other Post-Employment Benefit Plan
- Schedule of Employer Contributions  
Illinois Municipal Retirement Fund  
Police Pension Fund
- Schedule of Changes in the Employer's Net Pension Liability  
Illinois Municipal Retirement Fund  
Police Pension Fund
- Schedule of Investment Returns  
Police Pension Fund
- Budgetary Comparison Schedule  
General Fund  
Parks & Recreation Fund

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**OTHER POST-EMPLOYMENT BENEFIT PLAN**  
**REQUIRED SUPPLEMENTARY INFORMATION**  
**SCHEDULE OF FUNDING PROGRESS AND EMPLOYER CONTRIBUTIONS**  
**DECEMBER 31, 2017**

**Funding Progress**

Actuarial Valuation Date	(1) Actuarial Value of Plan Assets	(2) Actuarial Accrued Liability (AAL) - Entry Age	(3) Funded Ratio (1) / (2)	(4) Unfunded (Overfunded) Actuarial Accrued Liability (2) - (1)	(5) Annual Covered Payroll	(6) Unfunded (Overfunded) Actuarial Accrued Liability as a Percentage of Covered Payroll (4) / (5)
12/31/2011	\$ -	\$ 2,022,991	0%	\$ 2,022,991	\$ 6,424,058	31.49%
12/31/2012	-	2,217,824	0%	2,217,824	6,648,900	33.36%
12/31/2013	-	3,181,237	0%	3,181,237	7,824,749	40.66%
12/31/2014	N/A	N/A	N/A	N/A	N/A	N/A
12/31/2015	N/A	N/A	N/A	N/A	N/A	N/A
12/31/2016	-	3,094,025	0%	3,094,025	8,315,436	37.21%
12/31/2017	N/A	N/A	N/A	N/A	N/A	N/A

**Employer Contributions**

Fiscal Year	Employer Contribution	Annual Required Contribution	Percent Contributed
12/31/2011	\$ 36,924	\$ 238,684	15.47%
12/31/2012	39,878	238,684	16.71%
12/31/2013	43,068	257,779	16.71%
12/31/2014	77,742	306,693	25.35%
12/31/2015	81,629	322,028	25.35%
12/31/2016	94,850	293,270	32.34%
12/31/2017	104,902	293,270	35.77%

N/A - Not Available

The Village is required to have an actuarial valuation performed triennially.

**VILLAGE OF BENSENVILLE, ILLINOIS  
ILLINOIS MUNICIPAL RETIREMENT FUND  
REQUIRED SUPPLEMENTARY INFORMATION  
SCHEDULE OF EMPLOYER CONTRIBUTIONS  
DECEMBER 31, 2017**

<b>Fiscal Year</b>	<b>Actuarially Determined Contribution</b>	<b>Contributions in Relation to of Actuarially Determined Contributions</b>	<b>Contribution Excess/ (Deficiency)</b>	<b>Covered - Employee Payroll</b>	<b>Contributions as a Percentage of Covered-Employee Payroll</b>
2015	\$ 712,101	\$ 712,101	\$ -	\$ 6,133,513	11.61%
2016	650,849	650,849	-	5,842,461	11.14%
2017	599,981	599,981	-	5,545,109	10.82%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	26 Years
Asset Valuation Method	5-Year Smoothed
Inflation	2.50%
Salary Increases	3.39% - 14.25%
Investment Rate of Return	7.5%
Retirement Age	See the Notes to the Financial Statements
Mortality	MP-2014 (base year 2012)

Note: This schedule is intended to show information for ten years and additional year's information will be displayed as it becomes available.

**VILLAGE OF BENSENVILLE, ILLINOIS  
POLICE PENSION FUND  
REQUIRED SUPPLEMENTARY INFORMATION  
SCHEDULE OF EMPLOYER CONTRIBUTIONS  
DECEMBER 31, 2017**

<b>Fiscal Year</b>	<b>Actuarially Determined Contribution</b>	<b>Contributions in Relation to of Actuarially Determined Contributions</b>	<b>Contribution Excess/ (Deficiency)</b>	<b>Covered - Employee Payroll</b>	<b>Contributions as a Percentage of Covered-Employee Payroll</b>
2015	\$ 895,119	\$ 898,237	\$ 3,118	\$ 2,891,359	31.07%
2016	1,049,682	1,050,931	1,249	3,190,246	32.94%
2017	1,156,668	1,086,963	(69,705)	3,273,745	33.20%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	23 Years
Asset Valuation Method	5-Year Smoothed Market
Inflation	3.00%
Salary Increases	5.00%
Investment Rate of Return	7.00%
Retirement Age	See the Notes to the Financial Statements
Mortality	RP2000 projected in 2017 with Blue Collar Adjustment

Note: This schedule is intended to show information for ten years and additional year's information will be displayed as it becomes available.

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**ILLINOIS MUNICIPAL RETIREMENT FUND**  
**REQUIRED SUPPLEMENTARY INFORMATION**  
**SCHEDULE OF CHANGES IN EMPLOYER'S NET PENSION LIABILITY AND RELATED RATIOS**  
**DECEMBER 31, 2017**

	2015	2016	2017
<b>Total Pension Liability</b>			
Service Cost	\$ 631,619	\$ 612,492	\$ 586,134
Interest	2,359,048	2,482,057	2,604,207
Changes in Benefit Terms	-	-	-
Differences Between Expected and Actual Experience	(104,398)	(110,717)	(120,302)
Change of Assumptions	40,595	(41,998)	(1,077,247)
Benefit Payments, Including Refunds of Member Contributions	(1,217,169)	(1,248,802)	(1,439,563)
<b>Net Change in Total Pension Liability</b>	1,709,695	1,693,032	553,229
<b>Total Pension Liability - Beginning</b>	31,746,742	33,456,437	35,149,469
<b>Total Pension Liability - Ending</b>	<u>\$ 33,456,437</u>	<u>\$ 35,149,469</u>	<u>\$ 35,702,698</u>
<b>Plan Fiduciary Net Position</b>			
Contributions - Employer	\$ 712,101	\$ 650,849	\$ 599,981
Contributions - Members	374,414	281,285	360,048
Net Investment Income	148,959	2,024,665	5,401,242
Benefit Payments, Including Refunds of Member Contributions	(1,217,169)	(1,248,802)	(1,439,563)
Other (Net Transfers)	(367,107)	317,856	(935,386)
<b>Net Change in Plan Fiduciary Net Position</b>	(348,802)	2,025,853	3,986,322
<b>Plan Net Position - Beginning</b>	29,857,032	29,508,230	31,534,083
<b>Plan Net Position - Ending</b>	<u>\$ 29,508,230</u>	<u>\$ 31,534,083</u>	<u>\$ 35,520,405</u>
<b>Employer's Net Pension Liability</b>	<u>\$ 3,948,207</u>	<u>\$ 3,615,386</u>	<u>\$ 182,293</u>
<b>Plan Fiduciary Net Position as a Percentage of the Total Pension Liability</b>	88.20%	89.71%	99.49%
<b>Covered-Employee Payroll</b>	\$ 6,133,513	\$ 5,842,461	\$ 5,545,109
<b>Employer's Net Pension Liability as a Percentage of Covered-Employee Payroll</b>	64.37%	61.88%	3.29%

Note: This schedule is intended to show information for ten years and additional year's information will be displayed as it becomes available.

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**POLICE PENSION FUND**  
**REQUIRED SUPPLEMENTARY INFORMATION**  
**SCHEDULE OF CHANGES IN EMPLOYER'S NET PENSION LIABILITY AND RELATED RATIOS**  
**DECEMBER 31, 2017**

	2015	2016	2017
<b>Total Pension Liability</b>			
Service Cost	\$ 659,341	\$ 663,256	\$ 711,470
Interest	2,123,272	2,183,914	2,301,152
Changes in Benefit Terms	-	-	-
Differences Between Expected and Actual Experience	(717,083)	173,431	35,248
Change of Assumptions	-	87,767	2,285,159
Benefit Payments, Including Refunds of Member Contributions	(1,218,279)	(1,289,738)	(1,883,129)
<b>Net Change in Total Pension Liability</b>	847,251	1,818,630	3,449,900
<b>Total Pension Liability - Beginning</b>	28,970,193	29,817,444	31,636,074
<b>Total Pension Liability - Ending</b>	<u>\$ 29,817,444</u>	<u>\$ 31,636,074</u>	<u>\$ 35,085,974</u>
<b>Plan Fiduciary Net Position</b>			
Contributions - Employer	\$ 898,237	1,050,931	1,086,963
Contributions - Members	308,223	311,402	328,752
Net Investment Income	(12,310)	1,168,463	2,621,389
Benefit Payments, Including Refunds of Member Contributions	(1,218,279)	(1,289,738)	(1,883,129)
Other (Net Transfers)	(32,532)	(30,303)	(34,075)
<b>Net Change in Plan Fiduciary Net Position</b>	(56,661)	1,210,755	2,119,900
<b>Plan Net Position - Beginning</b>	16,735,665	16,679,004	17,889,759
<b>Plan Net Position - Ending</b>	<u>\$ 16,679,004</u>	<u>\$ 17,889,759</u>	<u>\$ 20,009,659</u>
<b>Employer's Net Pension Liability</b>	<u>\$ 13,138,440</u>	<u>\$ 13,746,315</u>	<u>\$ 15,076,315</u>
<b>Plan Fiduciary Net Position as a Percentage of the Total Pension Liability</b>	55.94%	56.55%	57.03%
<b>Covered-Employee Payroll</b>	\$ 2,891,359	\$ 3,190,246	\$ 3,273,745
<b>Employer's Net Pension Liability as a Percentage of Covered-Employee Payroll</b>	454.40%	430.89%	460.52%

Note: This schedule is intended to show information for ten years and additional year's information will be displayed as it becomes available.

**VILLAGE OF BENSENVILLE, ILLINOIS  
POLICE PENSION FUND  
REQUIRED SUPPLEMENTARY INFORMATION  
SCHEDULE OF INVESTMENT RETURNS  
DECEMBER 31, 2017**

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<b>Fiscal Year</b>	<b>Annual Money - Weighted Rate of Return, Net of Investment Expense</b>
2015	-0.16%
2016	7.16%
2017	15.15%

Note: This schedule is intended to show information for ten years and additional year's information will be displayed as it becomes available.

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -**  
**BUDGET AND ACTUAL**  
**GENERAL FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	Original and Final Budget	Actual
<b>Revenues</b>		
Taxes	\$ 8,195,792	\$ 7,453,102
Intergovernmental	8,677,176	9,070,002
Licenses, permits and fees	749,400	764,572
Charges for services	1,108,400	809,192
Fine and forfeitures	844,000	733,862
Interest	40,000	97,796
Miscellaneous	180,000	42,091
Total revenues	<u>19,794,768</u>	<u>18,970,617</u>
<b>Expenditures</b>		
General government	5,499,381	4,441,207
Public safety	6,834,635	6,807,599
Public works	3,248,273	2,896,706
Culture and recreation	1,213,960	956,324
Community development	1,192,050	1,138,000
Total expenditures	<u>17,988,299</u>	<u>16,239,836</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>1,806,470</u>	<u>2,730,781</u>
<b>Other Financing Sources (Uses)</b>		
Transfers in	480,000	455,000
Transfers out	(4,535,166)	(4,434,436)
Total other financing sources (uses)	<u>(4,055,166)</u>	<u>(3,979,436)</u>
<b>Net Change in Fund Balance</b>	<u>\$ (2,248,697)</u>	<u>(1,248,655)</u>
<b>Fund Balance - Beginning</b>		<u>19,706,391</u>
<b>Fund Balance - Ending</b>		<u>\$ 18,457,736</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -**  
**BUDGET AND ACTUAL**  
**PARKS AND RECREATION FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	Original and Final Budget	Actual
<b>Revenues</b>		
Charges for services		
Edge Ice Arena - rink revenues	\$ 1,970,100	\$ 2,305,884
Edge Ice Arena - concessions	84,000	88,934
Total revenues	<u>2,054,100</u>	<u>2,394,818</u>
<b>Expenditures</b>		
Culture and recreation	<u>3,989,009</u>	<u>3,694,908</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>(2,018,909)</u>	<u>(1,300,090)</u>
<b>Other Financing Sources (Uses)</b>		
Transfers in	2,560,000	-
Transfers out	<u>(625,000)</u>	<u>(625,000)</u>
Total other financing sources (uses)	1,935,000	(625,000)
<b>Net Change in Fund Balance</b>	<u><u>\$ (83,909)</u></u>	<u>(1,925,090)</u>
<b>Fund Balance - Beginning</b>		<u>-</u>
<b>Fund Balance - Ending</b>		<u><u>\$ (1,925,090)</u></u>

**COMBINING AND INDIVIDUAL FUND  
FINANCIAL STATEMENTS  
AND SCHEDULES**

## **OTHER SUPPLEMENTARY INFORMATION**

Other supplementary information includes financial statements and schedules not required by the GASB, nor a part of the basic financial statements, but are presented for purpose of additional analysis.

Such statements and schedules include:

- Budgetary Comparison Schedules – Major Governmental Funds
- Combining Statements – Nonmajor Governmental Funds
- Budgetary Comparison Schedules – Nonmajor Governmental Funds
- Budgetary Comparison Schedules – Major Enterprise Fund
- Combining Statement – Nonmajor Enterprise Funds
- Budgetary Comparison Schedules – Nonmajor Enterprise Funds
- Schedule of Changes in Assets and Liabilities – Agency Fund

## **MAJOR GOVERNMENTAL FUNDS**

### **GENERAL FUND**

The General Fund accounts for all financial resources except those required to be accounted for in another fund.

### **SPECIAL REVENUE FUND**

Special Revenue Funds are created to account for the proceeds of specific revenue sources (other than fiduciary funds or capital project funds) that are legally restricted to expenditure for specified purposes.

#### **Parks & Recreation Fund**

The Parks & Recreation Fund is used to account for the accumulation of resources committed for, and the payment of, the operational needs of the Village's skating facilities.

### **DEBT SERVICE FUND**

Debt Service Funds are created to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest.

### **CAPITAL PROJECTS FUNDS**

Capital Projects Funds are created to account for all resources used for the acquisition of capital facilities by a governmental unit except those financed by Proprietary Funds.

#### **Capital Improvement Fund**

The Capital Improvement Fund is used to account for financial resources to be used for the acquisition or construction of major capital facilities other than those financed through TIF capital projects funds or proprietary funds.

#### **TIF VII Irving Park/Church Road Fund**

The TIF VII Irving Park/Church Road Fund is used to account for monies generated for and by the Village's tax incremental finance district and the related restricted capital project usages within the TIF VII district.

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF REVENUES - BUDGET AND ACTUAL**  
**GENERAL FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	Original and Final Budget	Actual
<b>Taxes</b>		
Property tax	\$ 4,746,792	\$ 4,685,821
Road and bridge tax	246,000	238,617
Utility tax	1,710,000	1,333,279
Auto rental tax	7,000	9,293
Telecommunications tax	1,231,000	918,878
Village amusement tax	130,000	117,519
Video gaming tax	20,000	43,562
Motel/hotel tax	105,000	106,133
Total taxes	<u>8,195,792</u>	<u>7,453,102</u>
<b>Intergovernmental</b>		
Income taxes	1,871,904	1,825,075
Sales tax	5,649,000	5,958,777
Local use tax	431,272	474,119
Personal property replacement tax	178,000	176,488
Motor fuel tax allotment	475,000	540,519
Government grants	72,000	37,329
Chicago reimbursement	-	57,695
Total intergovernmental	<u>8,677,176</u>	<u>9,070,002</u>
<b>Licenses, Permits and Fees</b>		
Business licenses	275,000	263,464
Building permits	375,000	405,634
Liquor licenses	70,000	79,613
Dog licenses	1,400	1,328
Other licenses	12,000	253
Truck weight permits	16,000	14,280
Total licenses, permits and fees	<u>749,400</u>	<u>764,572</u>
<b>Charges for Services</b>		
Franchise fees	235,000	219,263
Commuter lot/parking meter fees	8,500	5,105
Reimbursable police services	101,000	126,596
Zoning hearing fees	10,000	9,954
Elevator inspection fees	6,500	-

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF REVENUES - BUDGET AND ACTUAL**  
**GENERAL FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	Original and Final Budget	Actual
<b>Charges for Services (continued)</b>		
Real estate inspection fees	-	1,210
Rental inspection fees	67,750	82,090
Sign permit fees	6,000	10,653
Alarm connection fees	93,000	105,225
Redmond recreational fees	165,000	126
Aquatic fees	-	118,644
Movie theater - admission sales	-	53,911
Miscellaneous fees	415,650	76,415
Total charges for services	<u>1,108,400</u>	<u>809,192</u>
<b>Fines and Forfeitures</b>		
Code enforcement	12,000	7,800
Fines and forfeitures	767,000	699,062
Auto towing fees	65,000	27,000
Total fines and forfeitures	<u>844,000</u>	<u>733,862</u>
<b>Interest</b>		
Investment income	40,000	97,789
Interest on property tax	-	7
Total interest	<u>40,000</u>	<u>97,796</u>
<b>Miscellaneous</b>		
Miscellaneous income	<u>180,000</u>	<u>42,091</u>
 Total revenues	 <u><u>\$ 19,794,768</u></u>	 <u><u>\$ 18,970,617</u></u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF EXPENDITURES - BUDGET AND ACTUAL**  
**GENERAL FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	Original and Final Budget	Actual
<b>General Government</b>		
Governance		
Village board	\$ 361,350	\$ 160,332
Village clerk	101,500	93,018
CDC commission	4,200	2,282
Board of police commission	29,375	7,049
Office of the Village manager		
Administration	873,825	469,300
Legal services	432,000	305,905
Human resources	246,900	185,904
Risk management	870,050	889,662
Marketing and community relations	435,281	307,343
Information technology	609,150	490,399
Emergency management	156,000	132,218
Finance	1,379,750	1,397,795
Total general government	<u>5,499,381</u>	<u>4,441,207</u>
<b>Public Safety</b>		
Police department		
Police administration	1,536,038	1,615,717
Patrol	4,273,466	4,279,624
Investigations	746,303	654,946
Communications	278,828	257,312
Total public safety	<u>6,834,635</u>	<u>6,807,599</u>
<b>Public Works</b>		
Administrations	949,468	873,482
Street operations	891,870	737,957
Forestry	636,700	538,672
Building and property maintenance	466,335	475,687
Fleet maintenance	303,900	270,908
Total public works	<u>3,248,273</u>	<u>2,896,706</u>
<b>Culture and Recreation</b>		
Administration	439,200	399,606
Redmond recreational fees	265,540	96,306
Aquatics	234,340	201,485
Concessions	33,050	24,704
Theatre	241,830	234,223
Total culture and recreation	<u>1,213,960</u>	<u>956,324</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF EXPENDITURES - BUDGET AND ACTUAL**  
**GENERAL FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

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	<u>Original and Final Budget</u>	<u>Actual</u>
<b>Community Development</b>		
Administration	608,500	596,120
Code compliance	583,550	541,880
Total community development	<u>1,192,050</u>	<u>1,138,000</u>
 Total expenditures	 <u><u>\$ 17,988,299</u></u>	 <u><u>\$ 16,239,836</u></u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -**  
**BUDGET AND ACTUAL**  
**DEBT SERVICE FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	<b>Original and Final Budget</b>	<b>Actual</b>
<b>Revenues</b>		
Taxes		
Property taxes	\$ 273,473	\$ 272,502
Interest	3,000	16,045
Miscellaneous	-	810
Total revenues	<u>276,473</u>	<u>289,357</u>
<b>Expenditures</b>		
Debt service		
Principal retirement	3,224,480	3,224,480
Interest and fiscal charges	894,172	891,943
Total expenditures	<u>4,118,652</u>	<u>4,116,423</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>(3,842,179)</u>	<u>(3,827,066)</u>
<b>Other Financing Sources (Uses)</b>		
Transfers in	<u>3,842,179</u>	<u>3,842,179</u>
<b>Net Change in Fund Balance</b>	<u>\$ -</u>	<u>15,113</u>
<b>Fund Balance - Beginning</b>		<u>152,712</u>
<b>Fund Balance - Ending</b>		<u>\$ 167,825</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -**  
**BUDGET AND ACTUAL**  
**CAPITAL IMPROVEMENT - CAPITAL PROJECTS FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	<u>Original and Final Budget</u>	<u>Actual</u>
<b>Revenues</b>		
Intergovernmental	\$ 3,225,000	\$ 3,292,244
Licenses, permits and fees	460,000	440,409
Interest	1,000	2,443
Miscellaneous	210,000	286,651
Total revenues	<u>3,896,000</u>	<u>4,021,747</u>
<b>Expenditures</b>		
Public works	<u>5,320,077</u>	<u>5,409,145</u>
Total expenditures	<u>5,320,077</u>	<u>5,409,145</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>(1,424,077)</u>	<u>(1,387,398)</u>
<b>Other Financing Sources (Uses)</b>		
Disposal of capital assets	40,000	15,297
Transfers in	2,246,800	2,171,070
Transfers out	(1,709,263)	(1,078,813)
Total other financing sources (uses)	<u>577,537</u>	<u>1,107,554</u>
<b>Net Change in Fund Balance</b>	<u>\$ (846,540)</u>	<u>(279,844)</u>
<b>Fund Balance - Beginning</b>		<u>4,040,145</u>
<b>Fund Balance - Ending</b>		<u>\$ 3,760,301</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -**  
**BUDGET AND ACTUAL**  
**TIF VII IRVING PARK/CHURCH ROAD - CAPITAL PROJECTS FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	<u>Original and Final Budget</u>	<u>Actual</u>
<b>Revenues</b>		
Taxes		
Property	\$ 58,000	\$ 60,418
<b>Expenditures</b>		
Community development	210,000	-
Debt service		
Principal retirement	150,000	150,000
Interest and fiscal charges	25,012	24,664
Total expenditures	385,012	174,664
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	(327,012)	(114,246)
<b>Other Financing Sources (Uses)</b>		
Transfers in	328,000	190,000
<b>Net Change in Fund Balance</b>	\$ 988	75,754
<b>Fund Balance - Beginning</b>		(3,208,691)
<b>Fund Balance - Ending</b>		\$ (3,132,937)

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**NONMAJOR GOVERNMENTAL FUNDS**  
**COMBINING BALANCE SHEET**  
**DECEMBER 31, 2017**

	Special Revenue		
	Unincorporated Utility	Capital Projects	Totals
<b>Assets</b>			
Cash and investments	\$ 911,917	\$ 8,727,458	\$ 9,639,375
Receivables - net of allowances			
Property taxes	164	194,384	194,548
Accounts	-	45,883	45,883
Total assets	<u>912,081</u>	<u>8,967,725</u>	<u>9,879,806</u>
<b>Liabilities</b>			
Accounts payable	-	292,485	292,485
Advances from other funds	-	2,763,397	2,763,397
Other payables	-	19,922	19,922
Total liabilities	<u>-</u>	<u>3,075,804</u>	<u>3,075,804</u>
<b>Deferred Inflows of Resources</b>			
Property taxes	-	194,379	194,379
Total liabilities and deferred inflows of resources	<u>-</u>	<u>3,270,183</u>	<u>3,270,183</u>
<b>Fund Balances</b>			
Restricted	-	5,906,825	5,906,825
Committed	912,081	-	912,081
Assigned	-	1,016,190	1,016,190
Unassigned	-	(1,225,473)	(1,225,473)
Total fund balances	<u>912,081</u>	<u>5,697,542</u>	<u>6,609,623</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 912,081</u>	<u>\$ 8,967,725</u>	<u>\$ 9,879,806</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**NONMAJOR GOVERNMENTAL FUNDS**  
**COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	Special Revenue		
	Unincorporated Utility	Capital Projects	Totals
<b>Revenue</b>			
Taxes	\$ -	\$ 2,884,289	\$ 2,884,289
Interest	-	87,334	87,334
Total revenues	<u>-</u>	<u>2,971,623</u>	<u>2,971,623</u>
<b>Expenditures</b>			
Public works	8,291	-	8,291
Community development	-	685,251	685,251
Debt services			
Principal retirement	-	1,231,428	1,231,428
Interest and fiscal charges	-	1,737,438	1,737,438
Total expenditures	<u>8,291</u>	<u>3,654,117</u>	<u>3,662,408</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>(8,291)</u>	<u>(682,494)</u>	<u>(690,785)</u>
<b>Other Financing Sources (Uses)</b>			
Debt issuance	-	9,945,000	9,945,000
Bond discount	-	(67,129)	(67,129)
Payment to escrow agent	-	(9,787,091)	(9,787,091)
Transfers in	-	350,000	350,000
Transfers out	-	(190,000)	(190,000)
Total other financing sources (uses)	<u>-</u>	<u>250,780</u>	<u>250,780</u>
<b>Net Change in Fund Balances</b>	<u>(8,291)</u>	<u>(431,714)</u>	<u>(440,005)</u>
<b>Fund Balances - Beginning</b>	<u>920,372</u>	<u>6,129,256</u>	<u>7,049,628</u>
<b>Fund Balances - Ending</b>	<u>\$ 912,081</u>	<u>\$ 5,697,542</u>	<u>\$ 6,609,623</u>

## **NONMAJOR SPECIAL REVENUE FUND**

Special Revenue Funds are created to account for the proceeds of specific revenue sources (other than fiduciary funds or capital project funds) that are legally restricted to expenditure for specified purposes.

### **Unincorporated Utility Fund**

The Unincorporated Utility Fund is used to account for deposits made by the unincorporated water and sewer utility users with the intent of providing various water and sewer system improvements that would directly benefit those depositors.

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -**  
**BUDGET AND ACTUAL**  
**UNINCORPORATED UTILITY - SPECIAL REVENUE FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	Original and Final Budget	Actual
<b>Revenues</b>		
Charges for services		
Sewer fees	\$ -	\$ -
<b>Expenditures</b>		
Public works	405,000	8,291
<b>Net Change in Fund Balance</b>	<u>\$ (405,000)</u>	<u>(8,291)</u>
<b>Fund Balance - Beginning</b>		<u>920,372</u>
<b>Fund Balance - Ending</b>		<u>\$ 912,081</u>

## **NONMAJOR CAPITAL PROJECTS FUNDS**

### **Special Service Area 1 Fund**

The Special Service Area 1 Fund is used to account for capital projects for improvements within Special Area 1.

### **Special Service Area 2 Fund**

The Special Service Area 2 Fund is used to account for bond monies received to fund various Village approved capital projects for the Crestbrook Project area.

### **Special Service Area 3 Fund**

The Special Service Area 3 Fund is used to account for bond monies received to fund various Village approved capital projects for the North Industrial Project Special Service Area 3.

### **Special Service Area 4 Fund**

The Special Service Area 4 Fund is used to account for bond monies received to fund various Village approved capital projects for the North Industrial Project Special Service Area 4.

### **Special Service Area 5 Fund**

The Special Service Area 5 Fund is used to account for bond monies received to fund various Village approved capital projects for the North Industrial Project Special Service Area 5.

### **Special Service Area 6 Fund**

The Special Service Area 6 Fund is used to account for bond monies received to fund various Village approved capital projects for the North Industrial Project Special Service Area 6.

### **Special Service Area 7 Fund**

The Special Service Area 7 Fund is used to account for bond monies received to fund various Village approved capital projects for the North Industrial Project Special Service Area 7.

### **Special Service Area 8 Fund**

The Special Service Area 8 Fund is used to account for bond monies received to fund various Village approved capital projects for the North Industrial Project Special Service Area 8.

## **NONMAJOR CAPITAL PROJECTS FUNDS - Continued**

### **Special Service Area 9 Fund**

The Special Service Area 9 Fund is used to account for bond monies received to fund various Village approved capital projects for the North Industrial Project Special Service Area 9.

### **Fleet Sinking Fund**

The Fleet Sinking Fund is used to account for the financial resources to be used for the acquisition and extension of useful life of the Village's fleet of vehicles.

### **TIF IV Grant Ave/Sexton Fund**

The TIF IV Grand Ave/Sexton Fund is used to account for monies generated for and by the Village's tax incremental finance district and the related usages within the TIF IV district.

### **TIF V Heritage Square Fund**

The TIF V Heritage Square Fund is used to account for monies generated for and by the Village's tax incremental finance district and the related usages within the TIF V district.

### **TIF VI Route 83/Thorndale Fund**

The TIF VI Route 83/Thorndale Fund is used to account for monies generated for and by the Village's tax incremental finance district and the related usages within the TIF VI district.

### **TIF XI Grand Ave/York Road Fund**

The TIF XI Grand Ave/York Road Fund is used to account for monies generated for and by the Village's tax incremental finance district and the related usages within the TIF XI district.

### **North Industrial TIF District Fund**

The North Industrial TIF District Fund is used to account for monies generated for and by the Village's tax incremental finance district and the related restricted capital project usages within the North Industrial TIF district.

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**NONMAJOR GOVERNMENTAL - CAPITAL PROJECTS FUNDS**  
**COMBINING BALANCE SHEET**  
**DECEMBER 31, 2017**

	Special Service Area #1	Special Service Area #2	Special Service Area #3	Special Service Area #4
<b>Assets</b>				
Cash and investments	\$ 18,000	\$ 229,809	\$ 104,964	\$ 635,604
Receivables - net of allowances				
Taxes	-	-	6,451	5,036
Accounts	-	-	-	-
Total assets	<u>18,000</u>	<u>229,809</u>	<u>111,415</u>	<u>640,640</u>
<b>Liabilities</b>				
Accounts payable	-	-	-	3,653
Advances from other funds	-	-	-	-
Other payables	-	-	-	-
Total liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,653</u>
<b>Deferred Inflows of Resources</b>				
Property taxes	-	-	6,451	5,036
Total liabilities and deferred inflows of resources	<u>-</u>	<u>-</u>	<u>6,451</u>	<u>8,689</u>
<b>Fund Balances</b>				
Restricted	18,000	229,809	104,964	631,951
Assigned	-	-	-	-
Unassigned	-	-	-	-
Total fund balances	<u>18,000</u>	<u>229,809</u>	<u>104,964</u>	<u>631,951</u>
 Total liabilities , deferred inflows of resources and fund balances	 <u>\$ 18,000</u>	 <u>\$ 229,809</u>	 <u>\$ 111,415</u>	 <u>\$ 640,640</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**NONMAJOR GOVERNMENTAL - CAPITAL PROJECTS FUNDS**  
**COMBINING BALANCE SHEET**  
**DECEMBER 31, 2017**

	Special Service Area #5	Special Service Area #6	Special Service Area #7	Special Service Area #8
<b>Assets</b>				
Cash and investments	\$ 63,462	\$ 645,742	\$ 179,969	\$ 169,695
Receivables - net of allowances				
Taxes	540	3,085	7,798	-
Accounts	-	-	-	-
Total assets	<u>64,002</u>	<u>648,827</u>	<u>187,767</u>	<u>169,695</u>
<b>Liabilities</b>				
Accounts payable	-	-	906	-
Advances from other funds	-	-	-	-
Other payables	-	19,882	-	-
Total liabilities	<u>-</u>	<u>19,882</u>	<u>906</u>	<u>-</u>
<b>Deferred Inflows of Resources</b>				
Property taxes	<u>540</u>	<u>3,085</u>	<u>7,798</u>	<u>-</u>
Total liabilities and deferred inflows of resources	<u>540</u>	<u>22,967</u>	<u>8,704</u>	<u>-</u>
<b>Fund Balances</b>				
Restricted	63,462	625,860	179,063	169,695
Assigned	-	-	-	-
Unassigned	-	-	-	-
Total fund balances	<u>63,462</u>	<u>625,860</u>	<u>179,063</u>	<u>169,695</u>
 Total liabilities , deferred inflows of resources and fund balances	 <u>\$ 64,002</u>	 <u>\$ 648,827</u>	 <u>\$ 187,767</u>	 <u>\$ 169,695</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**NONMAJOR GOVERNMENTAL - CAPITAL PROJECTS FUNDS**  
**COMBINING BALANCE SHEET**  
**DECEMBER 31, 2017**

	Special Service Area #9	Fleet Sinking Fund	TIF IV Grand Ave/ Sexton	TIF V Heritage Square
<b>Assets</b>				
Cash and investments	\$ 1,172,073	\$ 1,063,958	\$ 304,351	\$ 1,253,773
Receivables - net of allowances				
Taxes	-	-	16,207	31,116
Accounts	-	-	-	34,995
Total assets	<u>1,172,073</u>	<u>1,063,958</u>	<u>320,558</u>	<u>1,319,884</u>
<b>Liabilities</b>				
Accounts payable	-	47,768	682	-
Advances from other funds	747,363	-	565,578	486,727
Other payables	40	-	-	-
Total liabilities	<u>747,403</u>	<u>47,768</u>	<u>566,260</u>	<u>486,727</u>
<b>Deferred Inflows of Resources</b>				
Property taxes	-	-	16,207	31,111
Total liabilities and deferred inflows of resources	<u>747,403</u>	<u>47,768</u>	<u>582,467</u>	<u>517,838</u>
<b>Fund Balances</b>				
Restricted	424,670	-	-	802,046
Assigned	-	1,016,190	-	-
Unassigned	-	-	(261,909)	-
Total fund balances	<u>424,670</u>	<u>1,016,190</u>	<u>(261,909)</u>	<u>802,046</u>
 Total liabilities , deferred inflows of resources and fund balances	 <u>\$ 1,172,073</u>	 <u>\$ 1,063,958</u>	 <u>\$ 320,558</u>	 <u>\$ 1,319,884</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**NONMAJOR GOVERNMENTAL - CAPITAL PROJECTS FUNDS**  
**COMBINING BALANCE SHEET**  
**DECEMBER 31, 2017**

	<b>TIF VI Route 83/ Thorndale</b>	<b>TIF XI Grand Ave/ York Road</b>	<b>North Industrial TIF District</b>	<b>Totals</b>
<b>Assets</b>				
Cash and investments	\$ 334,048	\$ 165	\$ 2,551,845	\$ 8,727,458
Receivables - net of allowances				
Taxes	38,155	-	85,996	194,384
Accounts	-	-	10,888	45,883
Total assets	<u>372,203</u>	<u>165</u>	<u>2,648,729</u>	<u>8,967,725</u>
<b>Liabilities</b>				
Accounts payable	239,476	-	-	292,485
Advances from other funds	-	963,729	-	2,763,397
Other payables	-	-	-	19,922
Total liabilities	<u>239,476</u>	<u>963,729</u>	<u>-</u>	<u>3,075,804</u>
<b>Deferred Inflows of Resources</b>				
Property taxes	<u>38,155</u>	<u>-</u>	<u>85,996</u>	<u>194,379</u>
Total liabilities and deferred inflows of resources	<u>277,631</u>	<u>963,729</u>	<u>85,996</u>	<u>3,270,183</u>
<b>Fund Balances</b>				
Restricted	94,572	-	2,562,733	5,906,825
Assigned	-	-	-	1,016,190
Unassigned	-	(963,564)	-	(1,225,473)
Total fund balances	<u>94,572</u>	<u>(963,564)</u>	<u>2,562,733</u>	<u>5,697,542</u>
 Total liabilities , deferred inflows of resources and fund balances	<u>\$ 372,203</u>	<u>\$ 165</u>	<u>\$ 2,648,729</u>	<u>\$ 8,967,725</u>

VILLAGE OF BENSENVILLE, ILLINOIS  
NONMAJOR GOVERNMENTAL - CAPITAL PROJECTS FUNDS  
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
FOR THE YEAR ENDED DECEMBER 31, 2017

	Special Service Area #1	Special Service Area #2	Special Service Area #3	Special Service Area #4
<b>Revenues</b>				
Taxes	\$ -	\$ -	\$ 55,622	\$ 234,781
Interest	-	-	-	-
Total revenues	-	-	55,622	234,781
<b>Expenditures</b>				
Community development	-	-	-	-
Debt services				
Principal retirement	-	-	28,613	123,411
Interest and fiscal charges	-	-	26,375	110,296
Total expenditures	-	-	54,988	233,707
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	-	-	634	1,074
<b>Other Financing Sources/(Uses)</b>				
Debt issuance	-	-	-	-
Bond discount	-	-	-	-
Payment to escrow agent	-	-	-	-
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources/(uses)	-	-	-	-
<b>Net Change in Fund Balances</b>	-	-	634	1,074
<b>Fund Balances - Beginning</b>	18,000	229,809	104,330	630,877
<b>Fund Balance - Ending</b>	\$ 18,000	\$ 229,809	\$ 104,964	\$ 631,951

VILLAGE OF BENSENVILLE, ILLINOIS  
NONMAJOR GOVERNMENTAL - CAPITAL PROJECTS FUNDS  
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
FOR THE YEAR ENDED DECEMBER 31, 2017

	Special Service Area #5	Special Service Area #6	Special Service Area #7	Special Service Area #8
<b>Revenues</b>				
Taxes	\$ 16,512	\$ 159,253	\$ 78,050	\$ 43,491
Interest	-	-	-	-
Total revenues	<u>16,512</u>	<u>159,253</u>	<u>78,050</u>	<u>43,491</u>
<b>Expenditures</b>				
Community development	-	-	-	-
Debt services				
Principal retirement	8,618	83,762	43,121	22,475
Interest and fiscal charges	7,702	74,860	38,538	20,088
Total expenditures	<u>16,320</u>	<u>158,622</u>	<u>81,659</u>	<u>42,563</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>192</u>	<u>631</u>	<u>(3,609)</u>	<u>928</u>
<b>Other Financing Sources/(Uses)</b>				
Debt issuance	-	-	-	-
Bond discount	-	-	-	-
Payment to escrow agent	-	-	-	-
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources/(uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Net Change in Fund Balances</b>	<u>192</u>	<u>631</u>	<u>(3,609)</u>	<u>928</u>
<b>Fund Balances - Beginning</b>	<u>63,270</u>	<u>625,229</u>	<u>182,672</u>	<u>168,767</u>
<b>Fund Balance - Ending</b>	<u>\$ 63,462</u>	<u>\$ 625,860</u>	<u>\$ 179,063</u>	<u>\$ 169,695</u>

VILLAGE OF BENSENVILLE, ILLINOIS  
NONMAJOR GOVERNMENTAL - CAPITAL PROJECTS FUNDS  
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
FOR THE YEAR ENDED DECEMBER 31, 2017

	Special Service Area #9	Fleet Sinking Fund	TIF IV Grand Ave/ Sexton	TIF V Heritage Square
<b>Revenues</b>				
Taxes	\$ 309,240	\$ -	\$ 292,683	\$ 279,184
Interest	-	7,172	2,489	6,260
Total revenues	<u>309,240</u>	<u>7,172</u>	<u>295,172</u>	<u>285,444</u>
<b>Expenditures</b>				
Community development	-	357,370	19,431	4,950
Debt services				
Principal retirement	145,000	110,908	340,520	75,000
Interest and fiscal charges	161,570	9,230	21,178	30,160
Total expenditures	<u>306,570</u>	<u>477,508</u>	<u>381,129</u>	<u>110,110</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>2,670</u>	<u>(470,336)</u>	<u>(85,957)</u>	<u>175,334</u>
<b>Other Financing Sources/(Uses)</b>				
Debt issuance	-	-	-	-
Bond discount	-	-	-	-
Payment to escrow agent	-	-	-	-
Transfers in	-	350,000	-	-
Transfers out	-	-	-	-
Total other financing sources/(uses)	<u>-</u>	<u>350,000</u>	<u>-</u>	<u>-</u>
<b>Net Change in Fund Balances</b>	<u>2,670</u>	<u>(120,336)</u>	<u>(85,957)</u>	<u>175,334</u>
<b>Fund Balances - Beginning</b>	<u>422,000</u>	<u>1,136,526</u>	<u>(175,952)</u>	<u>626,712</u>
<b>Fund Balance - Ending</b>	<u>\$ 424,670</u>	<u>\$ 1,016,190</u>	<u>\$ (261,909)</u>	<u>\$ 802,046</u>

VILLAGE OF BENSENVILLE, ILLINOIS  
NONMAJOR GOVERNMENTAL - CAPITAL PROJECTS FUNDS  
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
FOR THE YEAR ENDED DECEMBER 31, 2017

	TIF VI Route 83/ Thorndale	TIF XI Grand Ave/ York Road	North Industrial TIF District	Totals
<b>Revenues</b>				
Taxes	\$ 333,291	\$ 14,030	\$ 1,068,152	\$ 2,884,289
Interest	-	-	71,413	87,334
Total revenues	<u>333,291</u>	<u>14,030</u>	<u>1,139,565</u>	<u>2,971,623</u>
<b>Expenditures</b>				
Community development	-	-	303,500	685,251
Debt services				
Principal retirement	-	150,000	100,000	1,231,428
Interest and fiscal charges	<u>239,476</u>	<u>36,832</u>	<u>961,133</u>	<u>1,737,438</u>
Total expenditures	<u>239,476</u>	<u>186,832</u>	<u>1,364,633</u>	<u>3,654,117</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>93,815</u>	<u>(172,802)</u>	<u>(225,068)</u>	<u>(682,494)</u>
<b>Other Financing Sources/(Uses)</b>				
Debt issuance	-	-	9,945,000	9,945,000
Bond discount	-	-	(67,129)	(67,129)
Payment to escrow agent	-	-	(9,787,091)	(9,787,091)
Transfers in	-	-	-	350,000
Transfers out	<u>-</u>	<u>(190,000)</u>	<u>-</u>	<u>(190,000)</u>
Total other financing sources/(uses)	<u>-</u>	<u>(190,000)</u>	<u>90,780</u>	<u>250,780</u>
<b>Net Change in Fund Balances</b>	<u>93,815</u>	<u>(362,802)</u>	<u>(134,288)</u>	<u>(431,714)</u>
<b>Fund Balances - Beginning</b>	<u>757</u>	<u>(600,762)</u>	<u>2,697,021</u>	<u>6,129,256</u>
<b>Fund Balance - Ending</b>	<u>\$ 94,572</u>	<u>\$ (963,564)</u>	<u>\$ 2,562,733</u>	<u>\$ 5,697,542</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -**  
**BUDGET AND ACTUAL**  
**SPECIAL SERVICE AREA #3 - CAPITAL PROJECTS FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	<u>Original and Final Budget</u>	<u>Actual</u>
<b>Revenues</b>		
Taxes		
Property	<u>\$          54,435</u>	<u>\$          55,622</u>
<b>Expenditures</b>		
Debt service		
Principal retirement	28,613	28,613
Interest and fiscal charges	<u>25,822</u>	<u>26,375</u>
Total expenditures	<u>54,435</u>	<u>54,988</u>
<b>Net Change in Fund Balance</b>	<u><u>\$                  -</u></u>	<u>634</u>
<b>Fund Balance - Beginning</b>		<u>104,330</u>
<b>Fund Balance - Ending</b>		<u><u>\$          104,964</u></u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -**  
**BUDGET AND ACTUAL**  
**SPECIAL SERVICE AREA #4 - CAPITAL PROJECTS FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	Original and Final Budget	Actual
<b>Revenues</b>		
Taxes		
Property	\$ 233,907	\$ 234,781
<b>Expenditures</b>		
Debt service		
Principal retirement	123,411	123,411
Interest and fiscal charges	110,496	110,296
Total expenditures	233,907	233,707
<b>Net Change in Fund Balance</b>	\$ -	1,074
<b>Fund Balance - Beginning</b>		630,877
<b>Fund Balance - Ending</b>		\$ 631,951

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -**  
**BUDGET AND ACTUAL**  
**SPECIAL SERVICE AREA #5 - CAPITAL PROJECTS FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	<u>Original and Final Budget</u>	<u>Actual</u>
<b>Revenues</b>		
Taxes		
Property	<u>\$         16,520</u>	<u>\$         16,512</u>
<b>Expenditures</b>		
Debt service		
Principal retirement	8,618	8,618
Interest and fiscal charges	<u>7,902</u>	<u>7,702</u>
Total expenditures	<u>16,520</u>	<u>16,320</u>
<b>Net Change in Fund Balance</b>	<u><u>\$                  -</u></u>	<u>192</u>
<b>Fund Balance - Beginning</b>		<u>63,270</u>
<b>Fund Balance - Ending</b>		<u><u>\$         63,462</u></u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -**  
**BUDGET AND ACTUAL**  
**SPECIAL SERVICE AREA #6 - CAPITAL PROJECTS FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	<u>Original and Final Budget</u>	<u>Actual</u>
<b>Revenues</b>		
Taxes		
Property	<u>\$        158,872</u>	<u>\$        159,253</u>
<b>Expenditures</b>		
Debt service		
Principal retirement	83,762	83,762
Interest and fiscal charges	<u>75,110</u>	<u>74,860</u>
Total expenditures	<u>158,872</u>	<u>158,622</u>
<b>Net Change in Fund Balance</b>	<u><u>\$                -</u></u>	<u>631</u>
<b>Fund Balance - Beginning</b>		<u>625,229</u>
<b>Fund Balance - Ending</b>		<u><u>\$        625,860</u></u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -**  
**BUDGET AND ACTUAL**  
**SPECIAL SERVICE AREA #7 - CAPITAL PROJECTS FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	<u>Original and Final Budget</u>	<u>Actual</u>
<b>Revenues</b>		
Taxes		
Property	<u>\$         81,909</u>	<u>\$         78,050</u>
<b>Expenditures</b>		
Debt service		
Principal retirement	43,121	43,121
Interest and fiscal charges	<u>38,788</u>	<u>38,538</u>
Total expenditures	<u>81,909</u>	<u>81,659</u>
<b>Net Change in Fund Balance</b>	<u><u>\$          -</u></u>	<u>(3,609)</u>
<b>Fund Balance - Beginning</b>		<u>182,672</u>
<b>Fund Balance - Ending</b>		<u><u>\$      179,063</u></u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -**  
**BUDGET AND ACTUAL**  
**SPECIAL SERVICE AREA #8 - CAPITAL PROJECTS FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	<b>Original and Final Budget</b>	<b>Actual</b>
<b>Revenues</b>		
Taxes		
Property	\$ 42,811	\$ 43,491
<b>Expenditures</b>		
Debt service		
Principal retirement	22,475	22,475
Interest and fiscal charges	20,336	20,088
Total expenditures	42,811	42,563
<b>Net Change in Fund Balance</b>	\$ -	928
<b>Fund Balance - Beginning</b>		168,767
<b>Fund Balance - Ending</b>		\$ 169,695

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -**  
**BUDGET AND ACTUAL**  
**SPECIAL SERVICE AREA #9 - CAPITAL PROJECTS FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	<u>Original and Final Budget</u>	<u>Actual</u>
<b>Revenues</b>		
Taxes		
Property	\$ 306,670	\$ 309,240
<b>Expenditures</b>		
Debt service		
Principal retirement	145,000	145,000
Interest and fiscal charges	161,670	161,570
Total expenditures	306,670	306,570
<b>Net Change in Fund Balance</b>	<u><u>\$ -</u></u>	<u>2,670</u>
<b>Fund Balance - Beginning</b>		<u>422,000</u>
<b>Fund Balance - Ending</b>		<u><u>\$ 424,670</u></u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -**  
**BUDGET AND ACTUAL**  
**FLEET SINKING FUND - CAPITAL PROJECTS FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	<b>Original and Final Budget</b>	<b>Actual</b>
<b>Revenues</b>		
Intergovernmental		
Grants	\$ 367,000	\$ -
Interest	1,000	7,172
Total revenues	<u>368,000</u>	<u>7,172</u>
<b>Expenditures</b>		
Community development	602,000	357,370
Debt service		
Principal retirement	110,900	110,908
Interest and fiscal charges	9,500	9,230
Total expenditures	<u>722,400</u>	<u>477,508</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>(354,400)</u>	<u>(470,336)</u>
<b>Other Financing Sources</b>		
Transfers in	<u>350,000</u>	<u>350,000</u>
<b>Net Change in Fund Balance</b>	<u><u>\$ (4,400)</u></u>	<u>(120,336)</u>
<b>Fund Balance - Beginning</b>		<u>1,136,526</u>
<b>Fund Balance - Ending</b>		<u><u>\$ 1,016,190</u></u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -**  
**BUDGET AND ACTUAL**  
**TIF IV GRAND AVE/SEXTON - CAPITAL PROJECTS FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	<b>Original and Final Budget</b>	<b>Actual</b>
<b>Revenues</b>		
Taxes		
Property	\$ 297,848	\$ 292,683
Interest	-	2,489
Total revenues	<u>297,848</u>	<u>295,172</u>
<b>Expenditures</b>		
Community development	100,000	19,431
Debt service		
Principal retirement	340,520	340,520
Interest and fiscal charges	21,778	21,178
Total expenditures	<u>462,298</u>	<u>381,129</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>(164,450)</u>	<u>(85,957)</u>
<b>Other Financing Sources</b>		
Transfers in	<u>164,450</u>	<u>-</u>
<b>Net Change in Fund Balance</b>	<u>\$ -</u>	<u>(85,957)</u>
<b>Fund Balance - Beginning</b>		<u>(175,952)</u>
<b>Fund Balance - Ending</b>		<u>\$ (261,909)</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -**  
**BUDGET AND ACTUAL**  
**TIF V HERITAGE SQUARE - CAPITAL PROJECTS FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	<u>Original and Final Budget</u>	<u>Actual</u>
<b>Revenues</b>		
Taxes		
Property	\$ 230,000	\$ 279,184
Interest	-	6,260
Total revenues	<u>230,000</u>	<u>285,444</u>
<b>Expenditures</b>		
Community development	125,000	4,950
Debt service		
Principal retirement	75,000	75,000
Interest and fiscal charges	29,410	30,160
Total expenditures	<u>229,410</u>	<u>110,110</u>
<b>Net Change in Fund Balance</b>	<u><u>\$ 590</u></u>	<u>175,334</u>
<b>Fund Balance - Beginning</b>		<u>626,712</u>
<b>Fund Balance - Ending</b>		<u><u>\$ 802,046</u></u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -**  
**BUDGET AND ACTUAL**  
**TIF VI ROUTE 83/THORNDALE - CAPITAL PROJECTS FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	<u>Original and Final Budget</u>	<u>Actual</u>
<b>Revenues</b>		
Taxes		
Property	<u>\$        130,000</u>	<u>\$      333,291</u>
<b>Expenditures</b>		
Debt service		
Interest and fiscal charges	<u>          130,000</u>	<u>      239,476</u>
<b>Net Change in Fund Balance</b>	<u><u>\$                -</u></u>	<u>      93,815</u>
<b>Fund Balance - Beginning</b>		<u>              757</u>
<b>Fund Balance - Ending</b>		<u><u>\$      94,572</u></u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -**  
**BUDGET AND ACTUAL**  
**TIF XI GRAND AVE/YORK ROAD - CAPITAL PROJECTS FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	<b>Original and Final Budget</b>	<b>Actual</b>
<b>Revenues</b>		
Taxes		
Property	\$ 50,000	\$ 14,030
<b>Expenditures</b>		
Debt service		
Principal retirement	150,000	150,000
Interest and fiscal charges	37,182	36,832
Total expenditures	187,182	186,832
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	(137,182)	(172,802)
<b>Other Financing Sources</b>		
Transfers in	138,000	(190,000)
<b>Net Change in Fund Balance</b>	\$ 818	(362,802)
<b>Fund Balance - Beginning</b>		(600,762)
<b>Fund Balance - Ending</b>		\$ (963,564)

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -**  
**BUDGET AND ACTUAL**  
**NORTH INDUSTRIAL TIF DISTRICT - CAPITAL PROJECTS FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	Original and Final Budget	Actual
<b>Revenues</b>		
Taxes		
Property	\$ 875,000	\$ 1,068,152
Interest	10,000	71,413
Total revenues	<u>885,000</u>	<u>1,139,565</u>
<b>Expenditures</b>		
Community development	650,000	303,500
Debt service		
Principal retirement	100,000	100,000
Interest and fiscal charges	870,550	961,133
Total expenditures	<u>1,620,550</u>	<u>1,364,633</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>(735,550)</u>	<u>(225,068)</u>
<b>Other Financing Sources/(Uses)</b>		
Bond proceeds	-	9,945,000
Bond discount	-	(67,129)
Payment to escrow agent	-	(9,787,091)
Total other financing sources/(uses)	<u>-</u>	<u>90,780</u>
<b>Net Change in Fund Balance</b>	<u>\$ (735,550)</u>	<u>(134,288)</u>
<b>Fund Balance - Beginning</b>		<u>2,697,021</u>
<b>Fund Balance - Ending</b>		<u>\$ 2,562,733</u>

## **ENTERPRISE FUNDS**

Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent is that costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or when it has been decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purpose.

### **Utility Fund**

The Utility Fund is used to account for all resources needed to produce and distribute water to Bensenville residents and businesses. In addition, this fund accounts for the resources needed to collect and treat wastewater as well as maintenance of the Village's stormwater drainage system. Revenues are generated through charges to users based upon water consumption.

### **Recycling and Refuse Fund**

The Recycling and Refuse Fund is used to account for the collection and payment of garbage collection fees.

### **Commuter Parking Lot Fund**

The Parking Lot Fund is used to account for the monies received from the Metra Commuter parking lot meters.

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**UTILITY - ENTERPRISE FUND**  
**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**BUDGET AND ACTUAL**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	<u>Original and Final Budget</u>	<u>Actual</u>
<b>Operating Revenues</b>		
Charges for services	\$ 12,165,500	\$ 11,372,885
Grants	600,000	369,483
Total operating revenues	<u>12,765,500</u>	<u>11,742,368</u>
<b>Operating expenses</b>		
Operations	10,919,075	6,697,157
Depreciation and amortization	-	1,967,837
Total operating expenses	<u>10,919,075</u>	<u>8,664,994</u>
<b>Operating Income (Loss)</b>	<u>1,846,426</u>	<u>3,077,374</u>
<b>Nonoperating Revenues (Expenses)</b>		
Debt issuance	700,000	-
Principal payments	(1,910,000)	-
Interest income	3,200	47,577
Interest expenses	(751,525)	(694,647)
Total nonoperating revenues (expenses)	<u>(1,958,325)</u>	<u>(647,070)</u>
<b>Income (Loss) Before Transfers</b>	<u>(111,900)</u>	<u>2,430,304</u>
<b>Transfers Out</b>	<u>(650,000)</u>	<u>(650,000)</u>
<b>Changes in Net Position</b>	<u>\$ (761,900)</u>	<u>1,780,304</u>
<b>Fund Balance - Beginning</b>		<u>66,453,264</u>
<b>Fund Balance - Ending</b>		<u>\$ 68,233,568</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**NONMAJOR ENTERPRISE FUNDS**  
**COMBINING STATEMENT OF NET POSITION**  
**DECEMBER 31, 2017**

	Recycling and Refuse	Commuter Parking Lot	Totals
<b>Assets</b>			
Current assets			
Cash and investments	\$ 875	\$ 219,953	\$ 220,828
Receivables - net of allowances	122,637	-	122,637
Total current assets	<u>123,512</u>	<u>219,953</u>	<u>343,465</u>
Noncurrent assets			
Capital assets			
Nondepreciable capital assets	-	56,722	56,722
Depreciable capital assets	-	618,464	618,464
Accumulated depreciation	-	(298,889)	(298,889)
Total noncurrent assets	<u>-</u>	<u>376,297</u>	<u>376,297</u>
Total assets	<u>123,512</u>	<u>596,250</u>	<u>719,762</u>
<b>Liabilities</b>			
Current liabilities			
Accounts payable	90,032	-	90,032
Noncurrent liabilities			
Advances from other funds	308,274	-	308,274
Total liabilities	<u>398,306</u>	<u>-</u>	<u>398,306</u>
<b>Net Position</b>			
Investment in capital assets	-	376,297	376,297
Unrestricted	(274,794)	219,953	(54,841)
Total net position	<u>\$ (274,794)</u>	<u>\$ 596,250</u>	<u>\$ 321,456</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**NONMAJOR ENTERPRISE FUNDS**  
**COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	Recycling and Refuse	Commuter Parking Lot	Totals
<b>Operating Revenues</b>			
Charges for service	\$ 1,020,723	\$ 27,225	\$ 1,047,948
<b>Operating Expenses</b>			
Operations	1,083,772	1,579	1,085,351
Depreciation and amortization	-	12,602	12,602
Total operating expenses	1,083,772	14,181	1,097,953
<b>Operating Income (Loss)</b>	(63,049)	13,044	(50,005)
<b>Nonoperating Revenues</b>			
Interest income	684	1,970	2,654
<b>Income (Loss) Before Transfers</b>	(62,365)	15,014	(47,351)
<b>Transfers Out</b>	-	(30,000)	(30,000)
<b>Change in Net Position</b>	(62,365)	(14,986)	(77,351)
<b>Net Position - Beginning</b>	(212,429)	611,236	398,807
<b>Net Position - Ending</b>	\$ (274,794)	\$ 596,250	\$ 321,456

**VILLAGE OF BENSENVILLE, ILLINOIS  
NONMAJOR ENTERPRISE FUNDS  
COMBINING STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2017**

	Recycling and Refuse	Commuter Parking Lot	Totals
<b>Cash Flows from Operating Activities</b>			
Receipts from customers and users	\$ 1,016,230	\$ 27,225	\$ 1,043,455
Payments to suppliers	(1,057,039)	(1,579)	(1,058,618)
Net cash provided (used) by operating activities	<u>(40,809)</u>	<u>25,646</u>	<u>(15,163)</u>
<b>Cash Flows from Noncapital Financing Activities</b>			
Transfers (out)	-	(30,000)	(30,000)
Interfund borrowing	41,000	-	41,000
Net cash provided (used) by financing activities	<u>41,000</u>	<u>(30,000)</u>	<u>11,000</u>
<b>Cash Flows from Investing Activities</b>			
Interest received	684	1,970	2,654
<b>Net Change in Cash and Cash Equivalents</b>	<u>875</u>	<u>(2,384)</u>	<u>(1,509)</u>
<b>Cash and Cash Equivalents - Beginning</b>	<u>-</u>	<u>222,337</u>	<u>222,337</u>
<b>Cash and Cash Equivalents - Ending</b>	<u><u>\$ 875</u></u>	<u><u>\$ 219,953</u></u>	<u><u>\$ 220,828</u></u>
<b>Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities</b>			
Operating income (loss)	(63,049)	13,044	(50,005)
Adjustments to reconcile operating Income to net income to net cash Provided(used) by operating activities			
Depreciation and amortization expense	-	12,602	12,602
(Increase) decrease in current assets	(4,493)	-	(4,493)
Increase (decrease) in current liabilities	<u>26,733</u>	<u>-</u>	<u>26,733</u>
<b>Net Cash Provided (Used) by Operating Activities</b>	<u><u>\$ (40,809)</u></u>	<u><u>\$ 25,646</u></u>	<u><u>\$ (15,163)</u></u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**RECYCLING AND REFUSE - ENTERPRISE FUND**  
**SCHEDULE OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**BUDGET AND ACTUAL**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	<u>Original and Final Budget</u>	<u>Actual</u>
<b>Operating Revenues</b>		
Charges for services	\$ 1,120,000	\$ 1,020,723
<b>Operating Expenses</b>		
Operations	1,120,000	1,083,772
<b>Operating Income (Loss)</b>	-	(63,049)
<b>Nonoperating Revenues</b>		
Interest income	-	684
<b>Change in Net Position</b>	<u>\$ -</u>	(62,365)
<b>Net Position - Beginning</b>		(212,429)
<b>Net Position - Ending</b>		<u>\$ (274,794)</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**COMMUTER PARKING - ENTERPRISE FUND**  
**SCHEDULE OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**BUDGET AND ACTUAL**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	Original and Final Budget	Actual
<b>Operating Revenues</b>		
Charges for services	\$ 32,900	\$ 27,225
<b>Operating Expenses</b>		
Operations	2,000	1,579
Depreciation and amortization	-	12,602
Total operating expenses	2,000	14,181
<b>Operating Income (Loss)</b>	30,900	13,044
<b>Nonoperating Revenues</b>		
Interest income	250	1,970
<b>Income (Loss) Before Transfers</b>	31,150	15,014
<b>Transfers Out</b>	(30,000)	(30,000)
<b>Change in Net Position</b>	\$ 1,150	(14,986)
<b>Net Position - Beginning</b>		611,236
<b>Net Position - Ending</b>		\$ 596,250

## **TRUST AND AGENCY FUNDS**

### **PENSION TRUST FUND**

#### **Police Pension Fund**

The Police Pension Fund is used to account for the accumulation of resources to be used for retirement annuity payments to employees on the police force at appropriate amounts and times in the future. Resources are contributed by employees at rates fixed by law and by the City at amounts determined by an annual actuarial study.

### **AGENCY FUND**

Agency funds are established to administer resources received and held by the Village as the trustee. Use of these funds facilitates the discharge of responsibilities placed upon the governmental unit by virtue of law or other similar authority.

#### **Escrow and Deposit Fund**

The Escrow and Deposits Fund is used to account for monies received from individuals or private organizations and held by the Village in a refundable deposit nature. The money is refunded when the improvements have been completed and approved.

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**ESCROW AND DEPOSITS - AGENCY FUND**  
**SCHEDULE OF CHANGES IN ASSETS AND LIABILITIES**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**

	<b>Beginning Balance</b>	<b>Additions</b>	<b>Deductions</b>	<b>Ending Balances</b>
<b>Assets</b>				
Cash and investments	\$ 633,346	\$ 173,324	\$ 140,133	\$ 666,537
<b>Liabilities</b>				
Accounts payable	1,915	100,886	102,801	-
Deposits payable	592,339	159,983	124,627	627,695
Other liabilities	39,092	-	250	38,842
Total liabilities	\$ 633,346	\$ 260,869	\$ 227,678	\$ 666,537

## **SUPPLEMENTAL SCHEDULES**

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**SCHEDULE OF LONG-TERM DEBT REQUIREMENTS**  
**GENERAL OBLIGATION (ALTERNATE REVENUE SOURCE) BONDS OF 2011A**  
**DECEMBER 31, 2017**

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<b>Date of Issue</b>	December 30, 2007
<b>Date of Maturity</b>	January 1, 2027
<b>Authorized Issue</b>	\$ 1,600,000
<b>Denomination of Bonds</b>	\$ 5,000
<b>Interest Rate</b>	9.622%
<b>Interest Dates</b>	July 1 and January 1
<b>Principal Maturity Date</b>	January 1
<b>Payable at</b>	Amalgamated Bank

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

<b>Fiscal Year</b>	<b>Requirements</b>		<b>Totals</b>
	<b>Principal</b>	<b>Interest</b>	
2018	\$ 100,000	\$ 426,975	\$ 526,975
2019	100,000	423,225	523,225
2020	225,000	419,225	644,225
2021	250,000	410,225	660,225
2022	500,000	400,225	900,225
2023	1,000,000	375,225	1,375,225
2024	1,200,000	325,225	1,525,225
2025	1,250,000	272,425	1,522,425
2026	830,000	209,925	1,039,925
2027	-	170,500	170,500
2028	-	170,500	170,500
2029	-	170,500	170,500
2030	3,410,000	170,500	3,580,500
	<u>\$ 8,865,000</u>	<u>\$ 3,944,675</u>	<u>\$ 12,809,675</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**SCHEDULE OF LONG-TERM DEBT REQUIREMENTS**  
**GENERAL OBLIGATION (ALTERNATE REVENUE SOURCE) BONDS OF 2011B**  
**DECEMBER 31, 2017**

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<b>Date of Issue</b>	October 3, 2011
<b>Date of Maturity</b>	December 30, 2030
<b>Authorized Issue</b>	\$ 7,205,000
<b>Denomination of Bonds</b>	\$ 5,000
<b>Interest Rate</b>	2.00% to 5.00%
<b>Interest Dates</b>	June 30 and December 30
<b>Principal Maturity Date</b>	December 30
<b>Payable at</b>	The Bank of New York Mellon Trust Company

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

<b>Fiscal Year</b>	<b>Requirements</b>		<b>Totals</b>
	<b>Principal</b>	<b>Interest</b>	
2018	\$ 315,000	\$ 264,656	\$ 579,656
2019	330,000	252,056	582,056
2020	345,000	235,556	580,556
2021	360,000	218,306	578,306
2022	375,000	200,306	575,306
2023	390,000	181,556	571,556
2024	415,000	162,056	577,056
2025	435,000	141,306	576,306
2026	460,000	119,556	579,556
2027	490,000	98,282	588,282
2028	515,000	75,618	590,618
2029	545,000	51,800	596,800
2030	575,000	26,594	601,594
	<u>\$ 5,550,000</u>	<u>\$ 2,027,648</u>	<u>\$ 7,577,648</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**SCHEDULE OF LONG-TERM DEBT REQUIREMENTS**  
**GENERAL OBLIGATION (ALTERNATE REVENUE SOURCE) REFUNDING BONDS OF 2011C**  
**DECEMBER 31, 2017**

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<b>Date of Issue</b>	October 3, 2011
<b>Date of Maturity</b>	December 30, 2020
<b>Authorized Issue</b>	\$ 1,380,000
<b>Denomination of Bonds</b>	\$ 5,000
<b>Interest Rate</b>	2.00% to 4.00%
<b>Interest Dates</b>	June 30 and December 30
<b>Principal Maturity Date</b>	December 30
<b>Payable at</b>	The Bank of New York Mellon Trust Company

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

<b>Fiscal Year</b>	<b>Requirements</b>		<b>Totals</b>
	<b>Principal</b>	<b>Interest</b>	
2018	\$ 150,000	\$ 18,263	\$ 168,263
2019	195,000	12,263	207,263
2020	190,000	6,413	196,413
	<u>\$ 535,000</u>	<u>\$ 36,939</u>	<u>\$ 571,939</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**SCHEDULE OF LONG-TERM DEBT REQUIREMENTS**  
**GENERAL OBLIGATION (ALTERNATE REVENUE SOURCE) REFUNDING BONDS OF 2011D**  
**DECEMBER 31, 2017**

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<b>Date of Issue</b>	October 3, 2011
<b>Date of Maturity</b>	December 30, 2020
<b>Authorized Issue</b>	\$ 1,630,000
<b>Denomination of Bonds</b>	\$ 5,000
<b>Interest Rate</b>	2.00% to 4.00%
<b>Interest Dates</b>	June 30 and December 30
<b>Principal Maturity Date</b>	December 30
<b>Payable at</b>	The Bank of New York Mellon Trust Company

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

<b>Fiscal Year</b>	<b>Requirements</b>		<b>Totals</b>
	<b>Principal</b>	<b>Interest</b>	
2018	\$ 150,000	\$ 30,432	\$ 180,432
2019	145,000	24,431	169,431
2020	595,000	20,081	615,081
	<u>\$ 890,000</u>	<u>\$ 74,944</u>	<u>\$ 964,944</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**SCHEDULE OF LONG-TERM DEBT REQUIREMENTS**  
**GENERAL OBLIGATION REFUNDING BONDS OF 2012A**  
**DECEMBER 31, 2017**

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<b>Date of Issue</b>	May 22, 2012
<b>Date of Maturity</b>	December 30, 2021
<b>Authorized Issue</b>	\$ 1,825,000
<b>Denomination of Bonds</b>	\$ 5,000
<b>Interest Rate</b>	2.00% to 3.00%
<b>Interest Dates</b>	June 30 and December 30
<b>Principal Maturity Date</b>	December 30
<b>Payable at</b>	The Bank of New York Mellon Trust Company

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

<b>Fiscal Year</b>	<b>Requirements</b>		<b>Totals</b>
	<b>Principal</b>	<b>Interest</b>	
2018	\$ 210,000	\$ 26,400	\$ 236,400
2019	215,000	20,100	235,100
2020	225,000	13,650	238,650
2021	230,000	6,900	236,900
	<u>\$ 880,000</u>	<u>\$ 67,050</u>	<u>\$ 947,050</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**SCHEDULE OF LONG-TERM DEBT REQUIREMENTS**  
**GENERAL OBLIGATION (ALTERNATE REVENUE SOURCE) REFUNDING BONDS OF 2012B**  
**DECEMBER 31, 2017**

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<b>Date of Issue</b>	May 22, 2012
<b>Date of Maturity</b>	December 30, 2020
<b>Authorized Issue</b>	\$ 1,000,000
<b>Denomination of Bonds</b>	\$ 5,000
<b>Interest Rate</b>	2.00% to 3.00%
<b>Interest Dates</b>	June 30 and December 30
<b>Principal Maturity Date</b>	December 30
<b>Payable at</b>	The Bank of New York Mellon Trust Company

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

<b>Fiscal Year</b>	<b>Requirements</b>		<b>Totals</b>
	<b>Principal</b>	<b>Interest</b>	
2018	\$ 120,000	\$ 10,950	\$ 130,950
2019	125,000	7,350	132,350
2020	120,000	3,600	123,600
	<u>\$ 365,000</u>	<u>\$ 21,900</u>	<u>\$ 386,900</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**SCHEDULE OF LONG-TERM DEBT REQUIREMENTS**  
**GENERAL OBLIGATION (ALTERNATE REVENUE SOURCE) REFUNDING BONDS OF 2012C**  
**DECEMBER 31, 2017**

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<b>Date of Issue</b>	May 22, 2012
<b>Date of Maturity</b>	December 30, 2022
<b>Authorized Issue</b>	\$ 1,515,000
<b>Denomination of Bonds</b>	\$ 5,000
<b>Interest Rate</b>	2.00% to 4.00%
<b>Interest Dates</b>	June 30 and December 30
<b>Principal Maturity Date</b>	December 30
<b>Payable at</b>	The Bank of New York Mellon Trust Company

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

<b>Fiscal Year</b>	<b>Requirements</b>		<b>Totals</b>
	<b>Principal</b>	<b>Interest</b>	
2018	\$ 110,000	\$ 29,550	\$ 139,550
2019	115,000	26,250	141,250
2020	115,000	22,800	137,800
2021	125,000	19,350	144,350
2022	390,000	15,600	405,600
	<u>\$ 855,000</u>	<u>\$ 113,550</u>	<u>\$ 968,550</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**SCHEDULE OF LONG-TERM DEBT REQUIREMENTS**  
**GENERAL OBLIGATION (WATERWORKS AND SEWERAGE ALTERNATE REVENUE**  
**SOURCE) REFUNDING BONDS OF 2012E**  
**DECEMBER 31, 2017**

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<b>Date of Issue</b>	September 25, 2012
<b>Date of Maturity</b>	May 1, 2023
<b>Authorized Issue</b>	\$ 6,000,000
<b>Denomination of Bonds</b>	\$ 5,000
<b>Interest Rate</b>	2.00% to 3.00%
<b>Interest Dates</b>	May 1 and November 1
<b>Principal Maturity Date</b>	May 1
<b>Payable at</b>	The Bank of New York Mellon Trust Company

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

<b>Fiscal Year</b>	<b>Requirements</b>		<b>Totals</b>
	<b>Principal</b>	<b>Interest</b>	
2018	\$ 610,000	\$ 91,151	\$ 701,151
2019	410,000	78,401	488,401
2020	405,000	68,213	473,213
2021	395,000	57,225	452,225
2022	840,000	38,700	878,700
2023	870,000	13,050	883,050
	<u>\$ 3,530,000</u>	<u>\$ 346,740</u>	<u>\$ 3,876,740</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**SCHEDULE OF LONG-TERM DEBT REQUIREMENTS**  
**GENERAL OBLIGATION (ALTERNATE REVENUE SOURCE) REFUNDING BONDS OF**  
**2013A**  
**DECEMBER 31, 2017**

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<b>Date of Issue</b>	July 11, 2013
<b>Date of Maturity</b>	December 15, 2032
<b>Authorized Issue</b>	\$ 3,785,000
<b>Denomination of Bonds</b>	\$ 5,000
<b>Interest Rate</b>	2.30% to 5.00%
<b>Interest Dates</b>	June 15 and December 15
<b>Principal Maturity Date</b>	December 15
<b>Payable at</b>	The Bank of New York Mellon Trust Company

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

<b>Fiscal Year</b>	<b>Requirements</b>		<b>Totals</b>
	<b>Principal</b>	<b>Interest</b>	
2018	\$ 155,000	\$ 154,646	\$ 309,646
2019	160,000	147,670	307,670
2020	165,000	140,470	305,470
2021	175,000	133,045	308,045
2022	185,000	124,294	309,294
2023	195,000	115,044	310,044
2024	205,000	105,294	310,294
2025	210,000	96,480	306,480
2026	220,000	87,450	307,450
2027	230,000	77,330	307,330
2028	240,000	66,750	306,750
2029	255,000	54,750	309,750
2030	265,000	42,000	307,000
2031	280,000	28,750	308,750
2032	295,000	14,750	309,750
	<u>\$ 3,235,000</u>	<u>\$ 1,388,723</u>	<u>\$ 4,623,723</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**SCHEDULE OF LONG-TERM DEBT REQUIREMENTS**  
**GENERAL OBLIGATION (ALTERNATE REVENUE SOURCE) REFUNDING BONDS OF**  
**2013E**  
**DECEMBER 31, 2017**

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<b>Date of Issue</b>	September 26, 2013
<b>Date of Maturity</b>	December 15, 2032
<b>Authorized Issue</b>	\$ 8,000,000
<b>Denomination of Bonds</b>	\$ 5,000
<b>Interest Rate</b>	3.00% to 5.00%
<b>Interest Dates</b>	June 15 and December 15
<b>Principal Maturity Date</b>	December 15
<b>Payable at</b>	The Bank of New York Mellon Trust Company

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

<b>Fiscal Year</b>	<b>Requirements</b>		<b>Totals</b>
	<b>Principal</b>	<b>Interest</b>	
2018	\$ 300,000	\$ 329,062	\$ 629,062
2019	500,000	317,062	817,062
2020	200,000	297,062	497,062
2021	500,000	289,062	789,062
2022	350,000	269,062	619,062
2023	300,000	255,062	555,062
2024	300,000	243,062	543,062
2025	300,000	231,062	531,062
2026	300,000	218,688	518,688
2027	25,000	205,938	230,938
2028	25,000	204,750	229,750
2029	25,000	203,562	228,562
2030	50,000	202,376	252,376
2031	2,000,000	200,000	2,200,000
2032	2,000,000	100,000	2,100,000
	<u>\$ 7,175,000</u>	<u>\$ 3,565,810</u>	<u>\$ 10,740,810</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**SCHEDULE OF LONG-TERM DEBT REQUIREMENTS**  
**GENERAL OBLIGATION (ALTERNATE REVENUE SOURCE) REFUNDING BONDS OF 2014A**  
**DECEMBER 31, 2017**

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<b>Date of Issue</b>	September 5, 2014
<b>Date of Maturity</b>	May 1, 2021
<b>Authorized Issue</b>	\$ 1,625,000
<b>Denomination of Bonds</b>	\$ 5,000
<b>Interest Rate</b>	2.00% to 3.00%
<b>Interest Dates</b>	May 1 and November 1
<b>Principal Maturity Date</b>	May 1
<b>Payable at</b>	The Bank of New York Mellon Trust Company

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

<b>Fiscal Year</b>	<b>Requirements</b>		<b>Totals</b>
	<b>Principal</b>	<b>Interest</b>	
2018	\$ 115,000	\$ 35,012	\$ 150,012
2019	365,000	29,013	394,013
2020	395,000	18,525	413,525
2021	420,000	6,300	426,300
	<u>\$ 1,295,000</u>	<u>\$ 88,850</u>	<u>\$ 1,383,850</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**SCHEDULE OF LONG-TERM DEBT REQUIREMENTS**  
**TAXABLE GENERAL OBLIGATION (ALTERNATE REVENUE SOURCE) BONDS OF 2014B**  
**DECEMBER 31, 2017**

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<b>Date of Issue</b>	December 9, 2014
<b>Date of Maturity</b>	December 15, 2034
<b>Authorized Issue</b>	\$ 6,815,000
<b>Denomination of Bonds</b>	\$ 5,000
<b>Interest Rate</b>	4.875%
<b>Interest Dates</b>	June 15 and December 15
<b>Principal Maturity Date</b>	December 15
<b>Payable at</b>	The Bank of New York Mellon Trust Company

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

<b>Fiscal Year</b>	<b>Requirements</b>		<b>Totals</b>
	<b>Principal</b>	<b>Interest</b>	
2018	\$ -	\$ 332,231.00	\$ 332,231
2019	-	332,231	332,231
2020	-	332,231	332,231
2021	-	332,231	332,231
2022	-	332,231	332,231
2023	-	332,231	332,231
2024	-	332,231	332,231
2025	-	332,231	332,231
2026	-	332,231	332,231
2027	-	332,231	332,231
2028	-	332,231	332,231
2029	-	332,231	332,231
2030	-	332,231	332,231
2031	-	332,232	332,232
2032	-	332,232	332,232
2033	-	332,232	332,232
2034	6,815,000	332,232	7,147,232
	<u>\$ 6,815,000</u>	<u>\$ 5,647,931</u>	<u>\$ 12,462,931</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**SCHEDULE OF LONG-TERM DEBT REQUIREMENTS**  
**TAXABLE GENERAL OBLIGATION LIMITED TAX BONDS OF 2014C**  
**DECEMBER 31, 2017**

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<b>Date of Issue</b>	December 9, 2014
<b>Date of Maturity</b>	December 30, 2018
<b>Authorized Issue</b>	\$ 600,000
<b>Denomination of Bonds</b>	\$ 5,000
<b>Interest Rate</b>	2.00%
<b>Interest Dates</b>	June 30 and December 30
<b>Principal Maturity Date</b>	December 30
<b>Payable at</b>	The Bank of New York Mellon Trust Company

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

<b>Fiscal Year</b>	<b>Requirements</b>		<b>Totals</b>
	<b>Principal</b>	<b>Interest</b>	
2018	\$ 420,000	\$ 8,400	\$ 428,400
	<u>\$ 420,000</u>	<u>\$ 8,400</u>	<u>\$ 428,400</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**SCHEDULE OF LONG-TERM DEBT REQUIREMENTS**  
**GENERAL OBLIGATION (ALTERNATE REVENUE SOURCE) BONDS OF 2014D**  
**DECEMBER 31, 2017**

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<b>Date of Issue</b>	December 9, 2014
<b>Date of Maturity</b>	December 15, 2019
<b>Authorized Issue</b>	\$ 1,185,000
<b>Denomination of Bonds</b>	\$ 5,000
<b>Interest Rate</b>	2.00%
<b>Interest Dates</b>	June 15 and December 15
<b>Principal Maturity Date</b>	December 15
<b>Payable at</b>	The Bank of New York Mellon Trust Company

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

<b>Fiscal Year</b>	<b>Requirements</b>		<b>Totals</b>
	<b>Principal</b>	<b>Interest</b>	
2018	\$ 450,000	\$ 10,700	\$ 460,700
2019	85,000	1,700	86,700
	<u>\$ 535,000</u>	<u>\$ 12,400</u>	<u>\$ 547,400</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**SCHEDULE OF LONG-TERM DEBT REQUIREMENTS**  
**GENERAL OBLIGATION (ALTERNATE REVENUE SOURCE) REFUNDING BONDS OF**  
**2014E**  
**DECEMBER 31, 2017**

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<b>Date of Issue</b>	December 9, 2014
<b>Date of Maturity</b>	December 1, 2023
<b>Authorized Issue</b>	\$ 2,325,000
<b>Denomination of Bonds</b>	\$ 5,000
<b>Interest Rate</b>	2.00% to 3.00%
<b>Interest Dates</b>	June 1 and December 1
<b>Principal Maturity Date</b>	December 1
<b>Payable at</b>	The Bank of New York Mellon Trust Company

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

<b>Fiscal Year</b>	<b>Requirements</b>		<b>Totals</b>
	<b>Principal</b>	<b>Interest</b>	
2018	\$ 250,000	\$ 40,100	\$ 290,100
2019	260,000	35,100	295,100
2020	260,000	29,900	289,900
2021	270,000	23,400	293,400
2022	275,000	16,650	291,650
2023	280,000	8,400	288,400
	<u>\$ 1,595,000</u>	<u>\$ 153,550</u>	<u>\$ 1,748,550</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**SCHEDULE OF LONG-TERM DEBT REQUIREMENTS**  
**GENERAL OBLIGATION (ALTERNATE REVENUE SOURCE) REFUNDING BONDS OF**  
**2017**  
**DECEMBER 31, 2017**

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<b>Date of Issue</b>	December 20, 2017
<b>Date of Maturity</b>	December 15, 2029
<b>Authorized Issue</b>	\$ 9,945,000
<b>Denomination of Bonds</b>	\$ 5,000
<b>Interest Rate</b>	1.80% to 2.95%
<b>Interest Dates</b>	June 15 and December 15
<b>Principal Maturity Date</b>	December 15
<b>Payable at</b>	The Bank of New York Mellon Trust Company

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

<b>Fiscal Year</b>	<b>Requirements</b>		<b>Totals</b>
	<b>Principal</b>	<b>Interest</b>	
2018	\$ 110,000	\$ 268,356	\$ 378,356
2019	100,000	276,430	376,430
2020	100,000	274,380	374,380
2021	105,000	272,230	377,230
2022	105,000	269,866	374,866
2023	105,000	267,400	372,400
2024	110,000	264,880	374,880
2025	110,000	262,130	372,130
2026	685,000	259,270	944,270
2027	2,055,000	241,118	2,296,118
2028	3,015,000	184,605	3,199,605
2029	3,345,000	98,678	3,443,678
	<u>\$ 9,945,000</u>	<u>\$ 2,939,343</u>	<u>\$ 12,884,343</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**SCHEDULE OF LONG-TERM DEBT REQUIREMENTS**  
**GENERAL OBLIGATION DEBT CERTIFICATES OF 2005**  
**DECEMBER 31, 2017**

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<b>Date of Issue</b>	March 1, 2005
<b>Date of Maturity</b>	December 15, 2021
<b>Authorized Issue</b>	\$ 1,225,000
<b>Denomination of Bonds</b>	\$ 5,000
<b>Interest Rate</b>	2.50% to 4.60%
<b>Interest Dates</b>	June 15 and December 15
<b>Principal Maturity Date</b>	December 15
<b>Payable at</b>	The Bank of New York Trust Company, NA, Chicago IL

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

<b>Fiscal Year</b>	<b>Requirements</b>		<b>Totals</b>
	<b>Principal</b>	<b>Interest</b>	
2018	\$ 80,000	\$ 26,186	\$ 106,186
2019	90,000	22,666	112,666
2020	200,000	18,660	218,660
2021	210,000	9,660	219,660
	<u>\$ 580,000</u>	<u>\$ 77,172</u>	<u>\$ 657,172</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**SCHEDULE OF LONG-TERM DEBT REQUIREMENTS**  
**GENERAL OBLIGATION TAXABLE REFUNDING DEBT CERTIFICATES OF 2013D**  
**DECEMBER 31, 2017**

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<b>Date of Issue</b>	July 11, 2013
<b>Date of Maturity</b>	June 1, 2018
<b>Authorized Issue</b>	\$ 5,000,000
<b>Denomination of Bonds</b>	\$ 5,000
<b>Interest Rate</b>	1.25% to 2.82%
<b>Interest Dates</b>	June 1 and December 1
<b>Principal Maturity Date</b>	December 1
<b>Payable at</b>	The Bank of New York Trust Company, NA, Chicago IL

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

<b>Fiscal Year</b>	<b>Requirements</b>		<b>Totals</b>
	<b>Principal</b>	<b>Interest</b>	
2018	\$ 1,215,000	\$ 18,832	\$ 1,233,832
	<u>\$ 1,215,000</u>	<u>\$ 18,832</u>	<u>\$ 1,233,832</u>

**VILLAGE OF BENSENVILLE, ILLINOIS**  
**SCHEDULE OF LONG-TERM DEBT REQUIREMENTS**  
**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY LOAN PAYABLE OF 2014**  
**DECEMBER 31, 2017**

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<b>Date of Issue</b>	January 15, 2014
<b>Date of Maturity</b>	February 4, 2036
<b>Authorized Issue</b>	\$ 29,162,790
<b>Denomination of Bonds</b>	1.930%
<b>Interest Rate</b>	February 4 and August 4
<b>Interest Dates</b>	February 4
<b>Principal Maturity Date</b>	Illinois Environmental Protection Agency
<b>Payable at</b>	

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

<b>Fiscal Year</b>	<b>Requirements</b>		<b>Totals</b>
	<b>Principal</b>	<b>Interest</b>	
2018	\$ 1,271,802	\$ 533,919	\$ 1,805,721
2019	1,296,466	509,255	1,805,721
2020	1,321,609	484,112	1,805,721
2021	1,347,239	458,482	1,805,721
2022	1,373,366	432,355	1,805,721
2023	1,400,000	405,721	1,805,721
2024	1,427,150	378,571	1,805,721
2025	1,454,827	350,894	1,805,721
2026	1,483,041	322,680	1,805,721
2027	1,511,802	293,919	1,805,721
2028	1,541,120	264,601	1,805,721
2029	1,571,007	234,714	1,805,721
2030	1,601,474	204,247	1,805,721
2031	1,632,532	173,189	1,805,721
2032	1,664,192	141,529	1,805,721
2033	1,696,466	109,255	1,805,721
2034	1,729,365	76,356	1,805,721
2035	1,762,903	42,818	1,805,721
2036	894,233	8,627	902,860
	<u>\$ 27,980,594</u>	<u>\$ 5,425,244</u>	<u>\$ 33,405,838</u>

## **STATISTICAL SECTION (Unaudited)**

This part of the comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Village's overall financial health.

### **Financial Trends**

These schedules contain trend information to help the reader understand how the Village's financial performance and well-being have changed over time.

### **Revenue Capacity**

These schedules contain information to help the reader assess the Village's most significant local revenue sources.

### **Debt Capacity**

These schedules present information to help the reader assess the affordability of the Village's current levels of outstanding debt and the Village's ability to issue additional debt in the future.

### **Demographic and Economic Information**

These schedules offer demographic and economic indicators to help the reader understand the environment within which the Village's financial activities take place.

### **Operating Information**

These schedules contain service and infrastructure data to help the reader understand how the information in the Village's financial report relates to the services the Village provides and the activities it performs.

## VILLAGE OF BENSENVILLE, ILLINOIS

### Net Position by Component - Last Ten Fiscal Years\* (Amounts Expressed in Thousands) December 31, 2017 (Unaudited)

	2008	2009	2010**
Governmental Activities			
Net Investment in Capital Assets	\$ 17,657	19,513	30,196
Restricted	4,084	3,715	5,439
Unrestricted	(6,459)	(6,538)	(1,227)
Total Governmental Activities Net Position	15,282	16,690	34,408
Business-Type Activities			
Net Investment in Capital Assets	53,475	54,865	52,402
Unrestricted	7,455	6,101	11,983
Total Business-Type Activities Net Position	60,930	60,966	64,385
Primary Government			
Net Investment in Capital Assets	71,132	74,378	82,598
Restricted	4,084	3,715	5,439
Unrestricted	996	(437)	10,756
Total Primary Government Net Position	76,212	77,656	98,793

\* Accrual Basis of Accounting

\*\* In FY2010 the Village changed from an April 30th to a December 31st year-end.  
FY2010 is a 20 month fiscal period.

Data Source: Village Records

**VILLAGE OF BENSENVILLE, ILLINOIS****Net Position by Component - Last Ten Fiscal Years\*****(Amounts Expressed in Thousands)****December 31, 2017 (Unaudited)**

<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
33,752	35,131	30,500	34,128	41,448	38,963	44,943
3,645	2,907	12,911	10,488	9,226	9,246	7,639
2,515	5,857	4,166	5,248	(5,630)	(3,078)	(3,851)
39,912	43,895	47,577	49,864	45,044	45,131	48,731
52,642	54,058	56,936	58,904	59,838	60,337	61,105
11,537	10,162	7,068	5,530	6,483	6,515	7,450
64,179	64,220	64,004	64,434	66,321	66,852	68,555
86,394	89,189	87,436	93,032	101,286	99,300	106,048
3,645	2,907	12,911	10,488	9,226	9,246	7,639
14,052	16,019	11,234	10,778	853	3,437	3,599
104,091	108,115	111,581	114,298	111,365	111,983	117,286

# **VILLAGE OF BENSENVILLE, ILLINOIS**

## **Changes in Net Position - Last Ten Fiscal Years\***

**(Amounts Expressed in Thousands)**

**December 31, 2017 (Unaudited)**

	<b>2008</b>	<b>2009</b>	<b>2010**</b>
<b>Expenses</b>			
Governmental Activities			
General Government	\$ 4,643	8,146	8,087
Public Safety	4,448	3,920	9,932
Community Development	1,715	1,422	3,556
Public Works	3,567	4,426	6,897
Culture and Recreation	2,689	4,379 (a)	4,953
Interest on Long-Term Debt	1,552	2,742	3,615
Total Governmental Activities Expenses	18,614	25,035	37,040
Business-Type Activities			
Waterworks, Sewage and Garbage	7,875	9,663	15,609
Rental Property	457	528	574
Recreation	5,152	- (a)	-
Metra Lot	13	13	90
Total Business-Type Activities Expenses	13,497	10,204	16,273
Total Primary Government Expenses	32,111	35,239	53,313
<b>Program Revenues</b>			
Governmental Activities			
Charges for Services			
General Government	1,004	1,742	2,344
Public Safety	716	705	1,506
Community Development	558	635	717
Public Works	2	133	260
Culture and Recreation	259	2,739 (a)	4,441
Operating Grants/Contributions	966	706	1,150
Capital Grants/Contributions	-	-	954
Total Governmental Activities Program Revenues	3,505	6,660	11,372
Business-Type Activities			
Charges for Services			
Waterworks, Sewage and Garbage	8,224	10,140	17,157
Rental Property	105	140	149
Recreation	3,141	- (a)	-
Metra Lot	28	24	56
Operating Grants/Contributions	1,205	-	-
Total Business-Type Activities Program Revenues	12,703	10,304	17,362
Total Primary Government Program Revenues	16,208	16,964	28,734

**VILLAGE OF BENSENVILLE, ILLINOIS**

**Changes in Net Position - Last Ten Fiscal Years\***

(Amounts Expressed in Thousands)

December 31, 2017 (Unaudited)

2011	2012	2013	2014	2015	2016	2017
4,067	5,030	5,703	5,293	6,755	4,951	4,935
6,327	5,904	6,020	7,103	7,228	4,331	8,323
1,268	4,126	4,386	5,204	3,137	1,994	1,523
4,407	3,447	3,532	3,459	3,698	5,612	5,680
3,156	968	1,159	1,339	2,056	9,018	3,299
3,128	3,005	3,296	3,312	3,125	2,972	3,008
22,353	22,480	24,096	25,709	25,999	28,878	26,768
9,930	10,421	10,487	10,274	11,099	11,510	10,443
-	-	-	-	-	-	-
-	-	-	-	-	-	-
14	14	14	14	15	14	14
9,944	10,435	10,501	10,288	11,114	11,524	10,457
32,297	32,915	34,597	35,997	37,113	40,402	37,225
940	1,507	1,592	1,919	1,753	1,766	1,855
1,052	926	959	953	936	722	966
332	-	79	72	6	-	-
52	79	2,629	2,603	3,009	-	-
2,734	2,580	-	-	-	2,806	2,568
695	594	634	693	908	650	732
444	638	242	740	51	-	-
6,249	6,324	6,135	6,981	6,663	5,944	6,121
10,675	11,274	10,968	11,235	12,547	12,349	12,394
-	-	-	-	-	-	-
-	-	-	-	-	-	-
37	35	33	37	34	30	27
-	-	-	-	1,161	328	369
10,712	11,309	11,001	11,272	13,742	12,707	12,790
16,961	17,633	17,136	18,253	20,405	18,651	18,911

# **VILLAGE OF BENSENVILLE, ILLINOIS**

## **Changes in Net Position - Last Ten Fiscal Years\*** **(Amounts Expressed in Thousands)** **December 31, 2017 (Unaudited)**

	<b>2008</b>	<b>2009</b>	<b>2010**</b>
Net (Expenses) Revenues			
Governmental Activities	\$ (15,109)	(18,375)	(25,668)
Business-Type Activities	(794)	100	1,089
Total Primary Government Net (Expenses) Revenues	<u>(15,903)</u>	<u>(18,275)</u>	<u>(24,579)</u>
General Revenues and Other Changes in Net Position			
Governmental Activities			
Taxes			
Property	5,423	6,504	9,425
Utility	1,815	1,700	2,443
Telecommunications	1,561	1,511	2,272
Other	211	661	747
Intergovernmental - Unrestricted			
State Income Tax	2,245	1,858	2,469
Sales	8,196	7,192	12,041
Replacement Taxes	205	186	270
Interest	360	148	629
Miscellaneous	208	179	1,267
Gain/(Loss) on Sale of Assets	-	-	-
Transfers	(9,923)	67	881
Special Items	1,205	(467)	10,942
Total Governmental Activities General Revenues	<u>11,506</u>	<u>19,539</u>	<u>43,386</u>
Business-Type Activities			
Interest	1	1	1
Transfers	9,923	(67)	(881)
Special Items	-	-	3,209
Total Business-Type Activities General Revenues	<u>9,924</u>	<u>(66)</u>	<u>2,329</u>
Total Primary Government General Revenues	<u>21,430</u>	<u>19,473</u>	<u>45,715</u>
Changes in Net Position			
Governmental Activities	(3,603)	1,164	17,718
Business-Type Activities	9,130	34	3,418
Total Primary Government Changes in Net Position	<u>5,527</u>	<u>1,198</u>	<u>21,136</u>

\* Accrual Basis of Accounting

\*\* In FY2010 the Village changed from an April 30th to a December 31st year-end. FY2010 is a 20 month fiscal period.

(a) At FYE 2008 the Recreation Fund was closed as a Business-Type Fund and combined with Governmental Culture & Recreation  
 Data Source: Village Records

**VILLAGE OF BENSENVILLE, ILLINOIS**

**Changes in Net Position - Last Ten Fiscal Years\***

**(Amounts Expressed in Thousands)**

**December 31, 2017 (Unaudited)**

<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
(16,104)	(16,156)	(17,961)	(18,728)	(19,336)	(22,934)	(20,647)
768	874	500	984	2,628	1,183	2,333
(15,336)	(15,282)	(17,461)	(17,744)	(16,708)	(21,751)	(18,314)
5,693	6,680	6,769	6,904	7,030	7,551	8,142
1,569	1,494	1,512	1,679	1,482	1,391	1,333
1,399	1,394	1,230	1,328	1,151	1,121	984
425	397	594	430	510	494	277
1,513	1,384	1,833	1,589	1,953	1,787	1,825
7,821	8,520	8,313	8,120	8,720	8,419	10,147
167	162	179	173	195	176	176
83	91	92	55	37	120	204
1,807	29	398	167	399	706	479
155	-	-	-	-	-	-
976	843	723	570	680	680	680
-	-	-	-	-	-	-
21,608	20,994	21,643	21,015	22,157	22,445	24,247
3	10	8	16	9	28	50
(976)	(843)	(723)	(570)	(680)	(680)	(680)
-	-	-	-	-	-	-
(973)	(833)	(715)	(554)	(671)	(652)	(630)
20,635	20,161	20,928	20,461	21,486	21,793	23,617
5,504	4,838	3,682	2,287	2,821	(489)	3,600
(205)	41	(215)	430	1,957	531	1,703
5,299	4,879	3,467	2,717	4,778	42	5,303

# VILLAGE OF BENSENVILLE, ILLINOIS

## Fund Balances of Governmental Funds - Last Ten Fiscal Years\* (Amounts Expressed in Thousands) December 31, 2017 (Unaudited)

	2008	2009	2010**
General Fund			
Reserved	\$ 114	6,127	7,351
Unreserved	2,459	(5,155)	750
Nonspendable	-	-	-
Restricted	-	-	-
Assigned	-	-	-
Unassigned	-	-	-
Total General Fund	2,573	972	8,101
All Other Governmental Funds			
Reserved	5,957	4,017	1,877
Unreserved, Reported in,			
Special Revenue Funds	1,666	884	899
Debt Service Funds	(2,176)	(1,558)	3,194
Capital Projects Funds	(2,899)	(2,418)	(4,230)
Nonspendable	-	-	-
Restricted	-	-	-
Committed	-	-	-
Assigned	-	-	-
Unassigned	-	-	-
Total All Other Governmental Funds	2,548	925	1,740
Total Governmental Funds	5,121	1,897	9,841

\* Modified Accrual Basis of Accounting

\*\* In FY2010 the Village changed from an April 30th to a December 31st year-end.  
FY2010 is a 20 month fiscal period.

Data Source: Village Records

The Village implemented GASB No. 54 for the fiscal year ended December 31, 2011.

**VILLAGE OF BENSENVILLE, ILLINOIS**

**Fund Balances of Governmental Funds - Last Ten Fiscal Years\***

(Amounts Expressed in Thousands)

**December 31, 2017 (Unaudited)**

<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
-	-	-	-	-	-	-
-	-	-	-	-	-	-
3,922	3,236	3,388	3,364	3,392	3,765	6,197
2,365	2,714	3,240	3,755	3,394	3,477	1,732
1,179	1,300	1,300	1,500	1,500	1,500	1,500
3,814	6,208	7,286	7,573	8,976	10,964	9,028
11,280	13,458	15,214	16,192	17,262	19,706	18,457
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
2,849	2,414	2,364	37	-	-	-
18,561	14,429	11,424	8,200	6,690	5,921	6,075
826	904	976	1,039	999	921	912
489	1,634	5,543	7,839	3,439	5,177	4,776
(5,203)	(4,976)	(4,708)	(4,012)	(3,993)	(3,985)	(6,283)
17,522	14,405	15,599	13,103	7,135	8,034	5,480
28,802	27,863	30,813	29,295	24,397	27,740	23,937

# VILLAGE OF BENSENVILLE, ILLINOIS

## Changes in Fund Balances of Governmental Funds - Last Ten Fiscal Years\* (Amounts Expressed in Thousands) December 31, 2017 (Unaudited)

	2008	2009	2010**
Revenues			
Taxes	\$ 17,170	17,714	26,656
Licenses, Permits and Fees	1,328	1,238	1,757
Intergovernmental	3,414	2,717	4,611
Charges for Services	658	3,915 (a)	5,896
Fines and Forfeitures	480	604	1,356
Interest	360	148	629
Miscellaneous	281	376	1,466
Total Revenues	23,691	26,712	42,371
Expenditures			
Current			
General Government	4,495	7,742	7,615
Public Safety - Police	3,851	4,161	8,468
Community Development	1,715	1,412	3,558
Public Works	3,574	2,296	3,568
Community Services / Culture & Recreation	2,689	4,286 (a)	5,047
Capital Outlay	-	3,071	3,200
Debt Service			
Principal Retirement	3,528	4,876	9,427
Interest and Fiscal Charges	1,460	2,393	3,683
Total Expenditures	21,312	30,237	44,566
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,379	(3,525)	(2,195)
Other Financing Sources (Uses)			
Debt Issuance	265	432	3,635
Premium on Debt Issuance	-	-	-
Payment to Escrow	573	-	(3,380)
Disposal of Capital Assets	-	-	-
Transfers In	7,414	11,513	17,047
Transfers Out	(22,125)	(11,446)	(13,629)
Total Other Financing Sources (Uses)	(13,873)	499	3,673
Special Items	-	-	6,465
Net Change in Fund Balances	(11,494)	(3,026)	7,943
Debt Service as a Percentage of Noncapital Expenditures	23.4%	26.8%	31.7%

\* Modified Accrual Basis of Accounting

\*\* In FY2010 the Village changed from an April 30th to a December 31st year-end. FY2010 is a 20 month fiscal period.

(a) At FYE 2008 the Recreation Fund was closed as a Business-Type Fund and included in Government Funds in FY2009.

Data Source: Village Records

# VILLAGE OF BENSENVILLE, ILLINOIS

## Changes in Fund Balances of Governmental Funds - Last Ten Fiscal Years\*

(Amounts Expressed in Thousands)

December 31, 2017 (Unaudited)

2011	2012	2013	2014	2015	2016	2017
16,932	20,031	20,246	20,223	21,041	10,553	10,670
2,402	1,021	1,039	1,206	1,132	1,133	1,205
914	1,706	848	1,527	768	11,951	12,362
3,146	3,282	3,460	3,666	3,760	3,626	3,204
999	790	759	676	812	536	734
83	91	93	55	37	120	204
1,738	29	426	202	434	705	330
26,214	26,950	26,871	27,555	27,984	28,624	28,709
4,294	4,477	4,904	4,767	4,755	4,117	4,441
5,506	5,703	5,881	14,517	11,197	6,556	6,808
2,254	4,902	7,517	5,627	6,132	1,995	8,314
2,462	2,620	8,768	2,573	2,575	6,787	1,823
2,847	4,558	2,679	3,349	2,056	2,586	4,651
9,670	-	-	-	-	-	-
3,728	3,834	4,074	4,202	4,749	5,351	4,606
2,678	2,649	2,648	2,654	2,719	2,621	2,654
33,439	28,743	36,471	37,689	34,183	30,013	33,297
(7,225)	(1,793)	(9,600)	(10,134)	(6,199)	(1,389)	(4,588)
27,998	6,307	16,613	10,925	-	571	9,945
-	-	-	45	-	-	(67)
(2,990)	(6,304)	(4,794)	(2,948)	-	-	(9,787)
202	8	8	24	621	2,904	15
6,297	5,602	4,962	6,747	5,585	5,643	7,008
(5,321)	(4,759)	(4,239)	(6,177)	(4,905)	(4,963)	(6,328)
26,186	854	12,550	8,616	1,301	4,155	786
-	-	-	-	-	-	-
18,961	(939)	2,950	(1,518)	(4,898)	2,766	(3,802)
27.0%	22.6%	21.4%	25.5%	29.5%	28.7%	27.2%

## VILLAGE OF BENSENVILLE, ILLINOIS

**Assessed Value and Actual Value of Taxable Property - Last Ten Tax Levy Years**  
**(Amounts Expressed in Thousands)**  
**December 31, 2017 (Unaudited)**

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<b>Tax Levy Year</b>	<b>Residential Property</b>	<b>Farm/ Railroad Property</b>	<b>Commercial Property</b>	<b>Industrial Property</b>
2007	360,053	740	67,214	274,385
2008	374,795	986	67,285	293,550
2009	378,807	1,209	80,804	287,147
2010	342,677	1,731	72,516	263,539
2011	279,630	1,994	71,736	256,426
2012	234,631	14,908	63,513	335,850
2013	216,517	3,009	57,674	322,273
2014	208,866	3,275	55,808	206,205
2015	205,577	3,266	60,595	231,760
2016	244,420	3,644	69,770	249,656

Data Source: DuPage County Clerk's Office

**VILLAGE OF BENSENVILLE, ILLINOIS****Assessed Value and Actual Value of Taxable Property - Last Ten Tax Levy Years****(Amounts Expressed in Thousands)****December 31, 2017 (Unaudited)**

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<b>Total Taxable Assessed Value</b>	<b>Percentage Increase (Decrease)</b>	<b>Total Direct Tax Rate</b>	<b>Estimated Actual Value</b>	<b>Ratio of Equalized Assessed Value to Estimated Actual Value</b>
702,392	1.49%	0.6408	2,109,285	33.30%
736,616	4.87%	0.6518	2,212,060	33.30%
747,967	1.54%	0.6463	2,246,147	33.30%
680,463	(9.02)%	0.7435	2,043,432	33.30%
609,786	(10.39)%	0.8411	1,831,189	33.30%
648,902	6.41%	0.9728	1,966,370	33.30%
599,473	(7.62)%	1.0499	1,816,585	33.30%
474,154	(17.09)%	1.0603	1,436,830	33.30%
501,198	5.87%	1.0712	1,518,782	33.30%
567,490	5.87%	1.0080	1,719,667	33.30%

## VILLAGE OF BENSENVILLE, ILLINOIS

### Direct and Overlapping Property Tax Rates - Last Ten Tax Levy Years Property Tax Rates Per \$100 Assessed Valuation December 31, 2017 (Unaudited)

	2008	2009	2010
Village Direct Rates			
General	0.2796	0.2708	0.3198
IMRF	0.0303	0.0284	0.0322
Bond and Interest	0.0756	0.0728	0.0815
Police Protection	0.1322	0.1389	0.1574
Policemen's Pension	0.0306	0.0400	0.0449
Tort Judgments	0.0419	0.0365	0.0410
Social Security	0.0358	0.0331	0.0375
Workers Compensation	0.0258	0.0258	0.0292
Total Village Direct Rates (1)	0.6518	0.6463	0.7435
Overlapping Rates			
DuPage County	0.1557	0.1554	0.1659
DuPage County Forest Preserve District	0.1206	0.1217	0.1321
DuPage Airport Authority	0.0160	0.0148	0.0158
Addison Township	0.0443	0.0446	0.0509
Addison Township Road District	0.0664	0.0668	0.0762
Bensenville Park District	0.3262	0.3117	0.3614
Bensenville Fire District Number 2	0.4663	0.4844	0.5376
Bensenville Community Library District	0.1555	0.1566	0.1793
School District Number 2	2.7058	2.7529	3.1160
High School District Number 100	1.3935	1.3993	1.6157
Community College District Number 502	0.1858	0.2127	0.2349
Total Rates (2)	6.2879	6.3672	7.2293
Share of Total Tax Rate Levied by Village	10.37%	10.15%	10.28%

Data Source: DuPage County Clerk

(1) Statutory tax rate limits for the Village are as follows: Corporate (\$.4375) and Police Protection (\$.6000).

(2) Representative tax rates for other government units are for Addison Township tax code 3015, which represents approximately 80% of the Village's EAV.

# **VILLAGE OF BENSENVILLE, ILLINOIS**

## **Direct and Overlapping Property Tax Rates - Last Ten Tax Levy Years**

### **Property Tax Rates Per \$100 Assessed Valuation**

**December 31, 2017 (Unaudited)**

<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
0.3631	0.4211	0.4519	0.4416	0.4441	0.4179	0.4032
0.0364	0.0422	0.0459	0.0479	0.0481	0.0462	0.0446
0.0907	0.1029	0.1086	0.1100	0.1099	0.0961	0.0778
0.1782	0.2065	0.2253	0.2339	0.2412	0.2302	0.2265
0.0507	0.0587	0.0640	0.0665	0.0669	0.0635	0.0613
0.0464	0.0538	0.0587	0.0610	0.0612	0.0586	0.0563
0.0424	0.0493	0.0538	0.0559	0.0561	0.0538	0.0472
0.0332	0.0383	0.0417	0.0435	0.0437	0.0417	0.0403
0.8411	0.9728	1.0499	1.0603	1.0712	1.0080	0.9572
0.1773	0.1929	0.2040	0.2057	0.1848	0.1848	0.1749
0.1414	0.1542	0.1657	0.1691	0.1514	0.1514	0.1306
0.0169	0.0168	0.0178	0.0196	0.0176	0.0176	0.0166
0.0570	0.0655	0.0713	0.0738	0.0676	0.0676	0.0646
0.0853	0.0981	0.1068	0.1106	0.1013	0.1160	0.0967
0.4128	0.4718	0.5097	0.5179	0.4932	0.4932	0.4758
0.6192	0.7198	0.7596	0.8188	0.7745	0.7745	0.7427
0.2038	0.2360	0.2564	0.2662	0.2480	0.2480	0.2381
3.5405	4.0744	4.4252	4.5720	4.2774	4.2774	4.0943
1.8069	2.0638	2.2320	2.3019	2.1741	2.1410	2.0849
0.2495	0.2681	0.2956	0.2975	0.2626	0.2626	0.2431
8.1517	9.3342	10.0940	10.4134	9.8237	9.7421	9.3195
10.32%	10.42%	10.40%	10.18%	10.90%	10.35%	10.27%

# VILLAGE OF BENSENVILLE, ILLINOIS

## Principal Property Taxpayers - Current Tax Levy Year and Nine Tax Levy Years Ago December 31, 2017 (Unaudited)

Taxpayer		2016 Tax Levy			2006 Tax Levy		
		Taxable Assessed Value	Rank	Percentage of Total Village Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total Village Taxable Assessed Value
AMB Prop Re Tax Co	Real Estate	\$ 31,376,660	1	5.53%	\$ 30,146,140	1	4.36%
YB Partners	Real Property	11,894,990	2	2.10%			
Prologis Tax Coordinator	Real Estate Developer	10,573,420	3	1.86%			
Gijv II 5 Llc	Real Estate	7,868,060	4	1.39%			
TPG Capital Lp	Real Estate	4,943,980	5	0.87%			
Bensenville CCCRC	Nursing and Custodial Care	3,823,480	6	0.67%			
TA Associates	Real Estate	3,726,980	7	0.66%			
Linden Towers Appt	Apartment	3,596,050	8	0.63%			
Crane & Norcross	Legal Firm	3,224,300	9	0.57%	12,579,940	2	1.82%
Victor Envelops	Legal Firm	3,190,940	10	0.56%	-		
First Industrial Realty	Real Estate				3,100,000	9	0.45%
CB Richard Ellis Inc.	Real Estate				3,392,290	8	0.49%
AMB Fund II	Real Estate				3,789,110	10	0.55%
845 Golf Lane	Real Estate				4,185,870	6	0.60%
RREEF America RE IT II	Real Estate				4,421,040	5	0.64%
Bensenville Associates	Real Estate				4,536,720	4	0.66%
Center Point Prop.	Real Estate				9,225,580	3	1.33%
Klefstad Companies	Real Estate				3,681,290	7	0.53%
		<u>84,218,860</u>		<u>14.84%</u>	<u>79,057,980</u>		<u>11.43%</u>

Data Source: DuPage County Clerk

Every effort has been made to seek out and report the largest taxpayers. However, many of the taxpayers listed contain mutiple parcels, and it is possible that some parcels and their valuations have been overlooked. The 2013 EAV is the most current available.

# **VILLAGE OF BENSENVILLE, ILLINOIS**

## **Property Tax Levies and Collections - Last Ten Fiscal Years** **(Amounts Expressed in Thousands)** **December 31, 2017 (Unaudited)**

<b>Fiscal Year</b>	<b>Tax Levy Year</b>	<b>Taxes Levied for the Fiscal Year</b>	<b>Collected within the Fiscal Year of the Levy</b>	<b>Percentage of Levy</b>	<b>Collections in Subsequent Years</b>	<b>Total Collections to Date</b>	<b>Percentage of Levy</b>	<b>Oustanding/ Delinquent Taxes</b>	<b>Ratio of Delinquent Taxes to Total Tax Levy</b>
2008	2007	6,415	6,247	97.38%	N/A	6,247	97.38%	168	2.62%
2009	2008	6,668	6,605	99.06%	N/A	6,605	99.06%	63	0.94%
2010*	2009	5,421	6,122	112.93%	N/A	6,122	112.93%	(701)	-12.93%
2011	2010	5,743	5,595	97.42%	68	5,663	98.61%	148	2.58%
2012	2011	4,963	4,920	99.13%	-	4,920	99.13%	43	0.87%
2013	2012	5,127	5,102	99.51%	-	5,102	99.51%	25	0.49%
2014	2013	5,075	5,067	99.84%	-	5,067	99.84%	8	0.16%
2015	2014	5,154	5,129	99.51%	-	5,129	99.51%	25	0.49%
2016	2015	5,531	5,525	99.89%	-	5,525	99.89%	6	0.11%
2017	2016	5,218	5,180	99.27%	-	5,180	99.27%	38	0.73%

Data Source: Office of the Cook County Clerk

Note: Property in the Village is reassessed each year. Property is assessed at 33% of actual value.  
 Calendar year's tax levy (i.e. data presented for the Fiscal Period ended Dec. 31, 2017 is based on the 2016 tax levy.)

\*Note: In FY2010 the Village changed from an April 30th to a December 31st year end.  
 FY2010 is a 20 month fiscal period.

# **VILLAGE OF BENSENVILLE, ILLINOIS**

## **Property Value and Construction - Last Ten Fiscal Years**

**(Units are Actual Amounts - Values are Expressed in Thousands)**

**December 31, 2017 (Unaudited)**

<b>Fiscal Year</b>	<b>Commercial Construction</b>		<b>Residential Construction</b>		<b>Industrial Construction</b>	
	<b>Number of Units</b>	<b>Value</b>	<b>Number of Units</b>	<b>Value</b>	<b>Number of Units</b>	<b>Value</b>
2008	184	2,902	392	4,066	232	18,338
2009	141	3,858	490	4,305	258	17,033
2010	N/A	8,396	N/A	5,726	N/A	29,132
2011	N/A	2,653	N/A	23,769	N/A	122,065
2012	113	4,143	440	2,523	213	7,323
2013	178	2,267	231	1,902	221	6,019
2014	53	498	328	2,952	266	38,061
2015	99	424	85	6,708	214	14,781
2016	90	6,058	495	12,221	208	10,560
2017	90	2,794	567	6,048	270	23,181

N/A - Not Available

Data Source: Building and Zoning permits issued

**Property Value and Construction - Last Ten Fiscal Years**  
**(Units are Actual Amounts - Values are Expressed in Thousands)**  
**December 31, 2017 (Unaudited)**

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## VILLAGE OF BENSENVILLE, ILLINOIS

### Taxable Sales by Category - Last Ten Calendar Years December 31, 2017 (Unaudited)

	2008	2009	2010	2011
Food Stores	\$ 48,451,581	32,107,500	38,515,533	30,716,821
Drinking & Eating Places	19,373,970	17,696,409	18,527,768	18,745,807
Apparel	732,245	611,710	586,923	-
Furniture, Household & Radio	73,497,132	74,147,815	85,520,303	80,196,333
Lumber, Building & Hardware	16,498,143	13,369,821	13,063,664	15,209,487
Automotive & Filling Stations	115,850,020	107,947,579	125,770,444	151,574,270
Drugs and Miscellaneous Retail	50,879,323	49,040,733	50,936,207	50,801,219
Agriculture & All Others	155,678,702	129,092,811	128,243,253	148,621,906
Manufactures	28,226,037	18,865,383	20,351,101	22,224,139
Totals	509,187,154	442,879,761	481,515,196	518,089,980
Village Direct Sales Tax Rate	1.50%	1.50%	1.50%	1.50%

Data Source: Illinois Department of Revenue

**VILLAGE OF BENSENVILLE, ILLINOIS****Taxable Sales by Category - Last Ten Calendar Years  
December 31, 2017 (Unaudited)**

<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
32,372,518	33,804,003	22,980,509	19,845,025	32,795,642	33,606,200
20,225,883	19,800,041	21,214,116	23,776,783	26,342,978	20,067,400
-	-	-	72,725	336,100	44,900
51,835,595	11,562,417	6,626,627	8,975,431	8,053,720	4,360,800
13,963,913	15,173,523	18,708,128	13,998,423	14,360,342	11,241,200
164,145,982	175,412,455	185,959,433	191,204,448	185,748,517	225,045,100
82,380,163	70,985,189	74,218,225	79,427,590	99,933,557	86,375,300
164,017,489	175,436,071	164,349,394	192,633,785	207,896,691	197,893,700
11,573,823	16,694,346	26,149,081	15,440,737	13,744,707	9,498,900
540,515,367	518,868,046	520,205,514	545,374,947	589,212,255	588,133,500
1.50%	1.50%	1.50%	1.50%	1.50%	1.50%

## VILLAGE OF BENSENVILLE, ILLINOIS

### Ratios of Outstanding Debt by Type - Last Ten Fiscal Years (Dollars in Thousands, Except per Capita) December 31, 2017 (Unaudited)

Fiscal Year	Governmental Activities			General Obligation Bonds
	G.O./Alternate Revenue Bonds/ Debt Certificates	Notes Payable	Capital Leases	
2008	31,636	3,564	1,589	4,000
2009	26,680	3,000	360	4,205
2010	22,212	3,000	409	-
2011	22,480	3,000	306	-
2012	19,795	3,000	197	-
2013	58,784	2,922	91	-
2014	62,908	3,000	23	-
2015	58,165	3,000	10	-
2016	52,815	3,000	516	-
2017	49,455	3,000	405	-

Data Source: Village Records

Note: Details regarding the Village's outstanding debt can be found in the notes to the financial statements. Does not include TIF or Special Assessment debt, which is not a Village obligation.

(1) See the Schedule of Demographic and Economic Statistics for personal income and population data.

**VILLAGE OF BENSENVILLE, ILLINOIS**

**Ratios of Outstanding Debt by Type - Last Ten Fiscal Years**  
**(Dollars in Thousands, Except per Capita)**  
**December 31, 2017 (Unaudited)**

<b>Business-Type Activities</b>			<b>Total Primary Government</b>	<b>Percentage of Personal Income (1)</b>	<b>Per Capita (1)</b>
<b>Alternate Revenue Bonds</b>	<b>IEPA Loans</b>	<b>Capital Leases</b>			
11,250	-	94	52,133	260.14%	2,518
10,690	-	84	45,019	224.65%	2,175
9,573	-	202	35,396	176.63%	1,710
8,885	-	167	34,838	157.05%	1,898
8,350	-	130	31,472	147.44%	1,715
7,761	-	91	69,649	307.20%	3,795
6,993	7,645	51	80,620	345.02%	4,393
6,325	22,604	23	90,127	374.22%	4,911
5,535	29,163	-	91,029	366.11%	4,960
4,825	27,981	-	85,666	336.55%	4,668

## VILLAGE OF BENSENVILLE, ILLINOIS

### Ratios of General Bonded Debt Outstanding - Last Ten Fiscal Years

(Dollars in Thousands, Except per Capita)

December 31, 2017 (Unaudited)

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<b>Fiscal Year</b>	<b>General Obligation Bonds/ Debt Certificates</b>	<b>Amounts Available in the Debt Service Fund</b>	<b>Net General Obligation Bonds/ Debt Certificates</b>	<b>Percentage of Actual Taxable Value of Property (1)</b>	<b>Per Capita (2)</b>
2008	35,636	-	35,636	5.07%	1,721
2009	30,885	-	30,885	4.19%	1,492
2010	22,212	2,551	19,661	2.63%	950
2011	22,480	2,928	19,552	2.87%	1,065
2012	19,795	1,900	17,895	2.93%	975
2013	58,784	1,752	57,032	8.79%	3,108
2014	62,908	1,467	61,441	10.25%	3,348
2015	58,165	857	57,308	12.09%	3,123
2016	52,815	153	52,662	10.51%	2,870
2017	49,455	168	49,287	8.69%	2,686

Data Source: Village Records

Note: Details regarding the Village's outstanding debt can be found in the notes to the financial statements.  
Does not include TIF or Special Assessment debt, which is not a Village obligation.

(1) See the Schedule of Assessed Value and Actual Value of Taxable Property for property value data.

(2) See the Schedule of Demographic and Economic Statistic for population data.

**VILLAGE OF BENSENVILLE, ILLINOIS****Schedule of Direct and Overlapping Governmental Activities Debt  
December 31, 2017 (Unaudited)**

Governmental Unit	Gross Debt	Percentage of Debt Applicable to Village (1)	Village's Share of Debt
Direct Debt			
Village of Bensenville	\$ 57,280,000	100.00%	57,280,000
Overlapping Debt			
Schools:			
Grade School District Number 2	33,721,000	71.48%	24,103,771
Grade School District Number 7	1,350,000	2.00%	27,000
Grade School Number 83	39,435,000	3.62%	1,427,547
High School District Number 100	11,030,000	41.26%	4,550,978
High School District Number 212	29,935,000	1.17%	350,240
Unit School District Number 205	92,161,469	1.95%	1,797,149
Community College District Number 502	240,863,000	1.27%	3,058,960
Community College District Number 504	45,205,000	3.78%	1,708,749
Total Schools	493,700,469		37,024,393
Other:			
DuPage County	156,575,000	1.41%	2,207,708
DuPage County Forest Preserve District	126,497,595	1.41%	1,783,616
Cook County	3,213,141,750	0.02%	642,628
Cook County Forest Preserve District	159,490,000	0.02%	31,898
Chicago Metropolitan Water Reclamation District	2,583,922,748	0.02%	516,785
Bensenville Park District	6,569,965	72.41%	4,757,312
Wood Dale Park District	1,618,683	1.87%	30,269
Total Other	6,247,815,741		9,970,216
Total Overlapping Debt			46,994,609
Total Direct and Overlapping Debt			104,274,609

Data Source: DuPage County Clerk and Cook County Clerk

(1) Determined by ratio of assessed valuation of property subject to taxation in the Village to valuation of property subject to taxation in overlapping unit. Percentages are based on the 2016 EAV for government units in DuPage County and the 2015 EAV for government units in Cook County, the most recent available for each county. Information presented is as of July 18, 2017.

## VILLAGE OF BENSENVILLE, ILLINOIS

### Schedule of Legal Debt Margin - Last Ten Fiscal Years December 31, 2017 (Unaudited)

	2008	2009	2010	2011
Equalized Assessed Valuation	\$ 736,615,810	747,966,681	680,462,801	609,786,334
Bonded Debt Limit - 8.625% of Assessed Value	63,533,114	64,512,126	58,689,917	52,594,071
Amount of Debt Applicable to Limit	35,636,000	30,373,000	19,018,000	20,910,000
Legal Debt Margin	27,897,114	34,139,126	39,671,917	31,684,071
Percentage of Legal Debt Margin to Bonded Debt Limit	43.91%	52.92%	67.60%	60.24%

Data Source: Village Records

**VILLAGE OF BENSENVILLE, ILLINOIS**

**Schedule of Legal Debt Margin - Last Ten Fiscal Years  
December 31, 2017 (Unaudited)**

<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
558,029,903	542,989,082	507,007,936	497,563,589	501,532,530	534,327,004
48,130,079	46,832,808	43,729,434	42,914,860	43,257,181	46,085,704
16,015,000	13,505,000	11,075,000	7,820,000	4,550,000	3,365,000
32,115,079	33,327,808	32,654,434	35,094,860	38,707,181	42,720,704
66.73%	71.16%	74.67%	81.78%	89.48%	92.70%

# **VILLAGE OF BENSENVILLE, ILLINOIS**

## **Pledged-Revenue Coverage - Last Ten Fiscal Years December 31, 2017 (Unaudited)**

<b>Fiscal Year</b>	<b>Utility Revenue Bonds</b>					
	<b>Operating Revenues (1)</b>	<b>Less: Operating Expenses (2)</b>	<b>Net Available Revenue (3)</b>	<b>Debt Service</b>		<b>Coverage (4)</b>
				<b>Principal</b>	<b>Interest</b>	
2008	N/A	N/A	N/A	N/A	N/A	N/A
2009	N/A	N/A	N/A	N/A	N/A	N/A
2010	N/A	N/A	N/A	N/A	N/A	N/A
2011	N/A	N/A	N/A	N/A	N/A	N/A
2012	N/A	N/A	N/A	N/A	N/A	N/A
2013	N/A	N/A	N/A	N/A	N/A	N/A
2014	N/A	N/A	N/A	N/A	N/A	N/A
2015	11,578,336	8,388,771	3,189,565	670,000	172,959	3.78
2016	11,677,056	7,911,634	3,765,422	700,000	156,426	4.40
2017	11,742,368	8,664,994	3,077,374	710,000	676,920	2.22

(1) As defined in applicable bond indentures and governing laws.

(2) Total expenses exclusive of depreciation and bond interest.

(3) Gross revenues minus expenses

(4) Net revenue available for debt service divided by total debt requirements.

N/A - Information not available

## VILLAGE OF BENSENVILLE, ILLINOIS

### Demographic and Economic Statistics - Last Ten Fiscal Years December 31, 2017 (Unaudited)

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<b>Fiscal Year</b>	<b>(1) Population</b>	<b>(1) Per Capita Income</b>	<b>(1) Median Age</b>	<b>(2) Education Level in Years of Formal Schooling</b>	<b>(3) School Enrollment</b>	<b>(4) Unemployment Rate</b>
2008	20,703	20,040	32.2	12.6	4,031	4.10%
2009	20,703	20,040	32.2	12.6	3,765	6.50%
2010	20,703	20,040	32.2	12.6	3,760	10.70%
2011	18,352	22,183	33.4	12.6	3,755	8.30%
2012	18,352	21,346	33.4	12.6	3,684	8.90%
2013	18,352	22,672	33.4	12.6	3,677	6.70%
2014	18,352	23,367	34.1	12.6	3,720	4.96%
2015	18,352	24,084	34.4	12.6	3,706	4.60%
2016	18,352	24,864	32.2	12.6	3,637	4.10%
2017	18,352	25,454	33.4	12.6	3,662	3.90%

Data Source:

- (1) U.S. Department of Commerce, Bureau of the Census
- (2) ZIP Market Profile Report - Daily Herald Marketing/Promotion Department
- (3) Local Boards of Education
- (4) Illinois Department of Employment Security

**VILLAGE OF BENSENVILLE, ILLINOIS**

**Principal Employers - Current Fiscal Year and Nine Fiscal Years Ago  
December 31, 2017 (Unaudited)**

Name	Product/Service	2017			2007		
		Employees	Rank	Percentage of Total Village Employment	Employees	Rank	Percentage of Total Village Employment
U.S. Food Service	Food Service-Distributors (Whls)	400	1	4.04%	400	2	3.64%
Chicago White Metal Casting	Dies and Tools	350	2	3.54%			
Expeditors International	Freight-Forwarding	300	3	3.03%	200	5	1.82%
Victor Envelope Co	Envelopes-Manufacturers	220	4	2.22%	250	4	2.27%
Ewing-Doherty Mechanical Inc	Plumbing Contractors	200	5	2.02%	250	4	2.27%
Allmetal Inc	Roll Formed and Site Utility	200	5	2.02%			
UPS Supply Chain Solutions	Freight-Forwarding	200	5	2.02%	198	6	1.80%
Envelop Express	Envelops	175	6	1.77%			
Amaglo Kemlite Labs	Electric Lamps	150	7	1.52%	145	10	1.32%
Fortune Fish & Gourmet	Seafood-Retail	150	7	1.52%			
Roesch Ford/Volkswagon	Car Dealership	130	8	1.31%	150	8	1.36%
Quebecor World	Catalog Binding & Magazine Dist				500	1	4.55%
Lifelink Corp	Health & Human Services				500	1	4.55%
ASG Staffing	Temporary Employment Agency				250	3	2.27%
Envelop Express	Envelopes-Manufacturers				175	7	1.59%
Commercial Products Group	Roof Drains				149	9	1.35%
		<u>2,475</u>		<u>25.0%</u>	<u>3,167</u>		<u>28.8%</u>

Data Sources: (1) - 2017 Manufacturers Directory, 2017 Illinois Services Directory  
(2) - 2007 Manufacturers Directory, 2007 Illinois Services Directory

## VILLAGE OF BENSENVILLE, ILLINOIS

### Full-Time Equivalent Village Government Employees by Function/Program - Last Ten Fiscal Years December 31, 2017 (Unaudited)

Function/Program	2008	2009	2010
General Government			
Manager's Office	8	7	7
Finance/IT	11	10	10
Police			
Officers	40	41	34
Civilians	12	13	11
Firefighters	-	-	-
Public Works	16	15	20
Water/Wastewater	8	8	8
Community Development	11	12	9
	13		
Recreation and Parks	-	14	11
Total	119	120	108

Data Source: Village Records

# **VILLAGE OF BENSENVILLE, ILLINOIS**

## **Full-Time Equivalent Village Government Employees by Function/Program - Last Ten Fiscal Years December 31, 2017 (Unaudited)**

<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
9	9	12	12	10	8	8
10	10	11	10	9	8	8
33	31	35	36	35	36	35
7	9	9	7	6	6	6
-	-	-	-	-	-	-
21	21	21	28	29	29	28
8	9	10	7	7	6	6
8	8	8	9	9	9	9
11	11	10	10	12	12	12
105	106	113	115	117	114	112

## VILLAGE OF BENSENVILLE, ILLINOIS

### Operating Indicators by Function/Program - Last Ten Fiscal Years December 31, 2017 (Unaudited)

Function/Program	2008	2009	2010
Police			
Physical Arrests	608	680	674
Parking Violations	4,211	4,808	4,007
Traffic Violations	2,896	2,758	3,746
Other Public Works			
Street Resurfacing (Square Yards)	N/A	N/A	N/A
Streets Patched (Square Yards)	806	3,571	3,571
Sidewalks Removed & Replaced (Square Feet)	300	24,124	N/A
Snow and Ice Control (Tons of Salt)	1,968	1,378	N/A
Water			
New Connections	N/A	N/A	N/A
Number of Service Connections	5,550	5,550	5,150
Water Main Breaks	80	44	37
Average Daily Sewage Treatment (Thousands of Gallons)	2,323	2,201	2,257
Peak Daily Consumption (Thousands of Gallons)	3,291	3,111	3,363
Sewer			
Sanitary Sewer Televised (Linear Feet)	8,066	7,892	N/A
Sanitary Sewer Cleaned (Miles)	20.23	28.94	N/A

Data Source: Various Village Departments

N/A - Not Available

# VILLAGE OF BENSENVILLE, ILLINOIS

## Operating Indicators by Function/Program - Last Ten Fiscal Years December 31, 2017 (Unaudited)

2011	2012	2013	2014	2015	2016	2017
686	376	190	107	109	138	270
2,719	1,615	2,751	2,023	2,335	2,119	2,805
2,646	2,628	2,636	2,670	2,640	2,071	1,308
14,000	N/A	19,887	6,545	N/A	4,505	35,067
5,363	5,000	4,664	9,774	7,000	4,043	5,989
3,750	5,500	5,350	8,800	14,711	8,274	58,894
234	1,350	1,452	1,135	600	712	572
N/A	N/A	N/A	N/A	4	3	2
5,150	5,150	5,138	5,140	5,142	5,144	5,143
48	33	27	40	43	44	29
2,200	2,018	3,572	3,640	3,634	3,915	3,547
3,300	3,060	3,140	2,608	3,000	2,460	2,420
N/A	N/A	N/A	6,000	22,662	32,878	8,000
N/A	7.95	6.00	1.25	3.00	6.00	6.64

## VILLAGE OF BENSENVILLE, ILLINOIS

### Capital Asset Statistics by Function/Program - Last Ten Fiscal Years December 31, 2017 (Unaudited)

Function/Program	2008	2009	2010
Police Stations	1.0	1.0	1.0
Fire Stations	2.0	2.0	2.0
Other Public Works Streets (Miles)	54.0	54.0	50.0
Water Water Mains (Miles)	74.0	74.0	69.0
Fire Hydrants	1,182	1,182	1,143
Storage Capacity (Millions of Gallons)	3.6	3.6	3.6
Wastewater Sanitary Sewer (Miles)	63.7	63.7	58.0
Storm Sewers (Miles)	43.0	43.0	39.0

Data Source: Various Village Departments

**VILLAGE OF BENSENVILLE, ILLINOIS****Capital Asset Statistics by Function/Program - Last Ten Fiscal Years  
December 31, 2017 (Unaudited)**

2011	2012	2013	2014	2015	2016	2017
1.0	1.0	1.0	1.0	1.0	1.0	1.0
2.0	2.0	2.0	2.0	2.0	2.0	2.0
50.0	50.0	50.0	50.0	50.0	50.0	50.0
69.0	69.0	69.0	69.0	69.0	69.0	69.0
1,143	1,143	1,143	1,143	1,143	1,143	1,143
3.6	3.6	3.6	3.6	3.6	3.6	3.6
58.0	58.0	58.0	58.0	58.0	58.0	58.0
39.0	39.0	39.0	39.0	39.0	39.0	39.0

## VILLAGE OF BENSENVILLE, ILLINOIS

### Water Sold - Last Ten Fiscal Years

(In Thousands of Gallons)

December 31, 2017 (Unaudited)

---

	2008	2009	2010
Total	846,736	803,190	823,966
Water Rate Per 1,000 Galloons	\$ 5.97	\$ 6.80	\$ 8.41
Sewer Rate Per 1,000 Galloons	\$ 2.31	\$ 2.69	\$ 3.65

Data Source: Village Records

(1) Water fee is \$6.85 and capital recovery fee is \$5.90.

**VILLAGE OF BENSENVILLE, ILLINOIS**

**Water Sold - Last Ten Fiscal Years  
(In Thousands of Gallons)  
December 31, 2017 (Unaudited)**

<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
630,684	551,604	539,293	538,971	509,876	493,208	482,318
\$ 10.02	\$ 10.02	\$ 10.02	\$ 11.52	\$ 12.38	\$ 12.38	\$ 12.75
\$ 4.25	\$ 4.25	\$ 4.25	\$ 4.89	\$ 5.26	\$ 5.26	\$ 5.42



To the Honorable Village President, Board of Trustees and Management  
Village of Bensenville, Illinois

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Village of Bensenville, Illinois ("the Village") as of and for the year ended December 31, 2017, in accordance with auditing standards generally accepted in the United States of America, we considered Village's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we do not express an opinion on the effectiveness of Village's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control presented on pages 2-3 to be a significant deficiency.

During our audit, we became aware of deficiencies in internal control other than significant deficiencies or material weaknesses, and other matters that are opportunities for strengthening internal controls and operating effectively which are reported on pages 3-4.

This communication is intended solely for the information and use of management, the Village President and Board of Trustees, and others within the Village, and is not intended to be and should not be used by anyone other than these specified parties.

The Village's written response to the significant deficiencies and deficiencies identified in our audit has not been subjected to the audit procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

*GW & Associates, P.C.*

GW & Associates, P.C.  
Hillside, Illinois  
June 11, 2018

**CURRENT YEAR COMMENTS**  
**SIGNIFICANT DEFICIENCY**

**Controls over Financial Reporting**

*Comments:*

While preparing the financial statements on behalf of the Village's finance department, we noted several items that were either not reported properly in the prior year that necessitated a change in accounting treatment and/or adjusting journal entries in the current year or should be taken into consideration for future reporting periods. A list of such items is as follows:

- Through current year audit inquiry, it was noted that a portion of retainage payable related to a stormwater treatment plant reported in the Village's utility fund was reported as accrued interest payable in the amount of \$767,664. This amount was related to retainage payable at the end of fiscal year 2015 and should have been reversed in 2016. While the Village's finance department did provide an entry to correct this balance, it was later noted that an additional retainage payable balance of \$589,075 was recorded in the prior year. With the retainage amount reported as accrued interest payable and review of expenses available for capitalization, it became clear that this particular amount appeared to cause the capitalized asset to be overvalued as well. While the net effect on the income statement was \$0, this did create a situation where both assets and liabilities were overstated by \$767,664 in fiscal year 2016. The asset and liability balances were corrected during the fiscal year 2017 audit.
- In the prior year, deferred inflows of resources and an offsetting receivable related to unavailable state shared revenues were not reported within the Village's governmental fund financial statements. Likewise, this receivable and related full accrual revenue was not recorded in the government-wide financial statements, causing a decrease in prior year equity of \$845,773. Such entries were made in the current year in both governmental and government-wide financial statements.
- A trial balance line item, Deferred Revenue – Business Licenses, was reported in the prior year as an other liability, when it should have been reported as a deferred inflow of resources instead. Additionally, this amount would then be reported as revenue in the government-wide financial statements on a full accrual basis. The prior year balance that was reported incorrectly was \$354,564. The current year balance of \$322,185 was reflected as deferred inflow of resources in the governmental fund financial statements in FY 2017 and was shown as a revenue in the government-wide financial statements.
- During the audit, we became aware that the Village has historically recorded the underwriter's discount as a discount on the bonds issued. However, this particular expense is related to the fees charged by the underwriting company to aid in the issuance of bonds, which should be recorded as a bond issuance cost and be expensed in the year of issuance. Instead, these amounts have been recorded as a reduction of long-term debt and amortized over the life of the bond. The effect of this accounting treatment on beginning net position for governmental activities would be \$360,764 and business-type activities would be \$30,288.
- The net effect on beginning equity of the deferred inflows of resources and underwriter's discount issues for governmental activities is a total of \$839,573. As noted above, beginning equity of business-type activities was affected by only \$30,288. Both adjustments were viewed as immaterial to the financial statements and as a result, both entries were waived.

*Recommendations:*

The Village appears to have a control structure in place that ensures that audited balances match the trial balance prior to completion of the audit. However, the Village should continue to improve controls over the placement and review of balances within the financial statements to verify what the auditors are preparing on the Village's behalf. In the current year, GWA provided a leadcode report that shows how accounts are grouped to aid in the tie-out between the audited trial balance and the financial statements. We recommend that the Village review this report in the years to come to address any deficiencies in reporting that may have occurred.

*Management Response:*

Responses to the items noted above are as follows:

- The error, which occurred due to a non-financial adjustment, was corrected during the 2017 audit and the financials for the year ended December 31, 2017 are showing the correct balances.
- The adjustments are made for the Government-wide financial statements and are also made off the books. The financials for the year ended December 31, 2017 are showing the correct balances.
- The previous auditors preferred this accounting treatment of treating business license revenue as deferred revenue rather than deferred inflow. We agree that the deferred revenue for the business licenses should be treated as a deferred inflow. The financials for the year ended December 31, 2017 are showing the correct treatment.
- The Village has followed the described accounting treatment consistently for many years, however, since the last two debt issuances, we have expensed all the issuance cost in the year of issuance, and we are committed to following the accounting treatment described for all the future debt issuances as well.
- The Village agrees with the above adjustment to the net position/equity and also considers it to be immaterial to the financial statement. Hence, we have agreed along with the auditors to waive.

**PRIOR YEAR COMMENTS**  
**DEFICIENCIES**

**Water Gallons Purchased and Gallons Billed**

*Prior Comment:*

At December 31, 2015, the Village purchased 605,026,000 gallons of water but only billed 509,876,000. There was a variance of 90,797,000 gallons of water purchased versus billed.

At December 31, 2016, the Village purchased 579,384,000 gallons of water but only billed 493,208,000. There was a variance of 86,176,000 gallons of water purchased versus billed.

Unaccounted water could result in unaccounted revenue or could be the result of undetected water leakage.

*Prior Recommendation:*

The Village was aware of the issue and had contracted consulting engineers to conduct a water study. We recommended that the Village monitor gallons purchased and billed at least quarterly and continue to investigate the unaccounted water consumption.

*Current Status:*

Recommendation repeated. At December 31, 2017, the Village purchased 566,376,000 gallons of water but only billed 482,318,000. There was a variance of 84,058,000 gallons of water purchased versus billed.

*Management Response:*

The Village is committed to reduce the gap between the gallons of water purchased and gallons of water billed. Normally, 10% is an acceptable water-loss; we are currently experiencing the water loss at 14.84%. At one point of time, our water loss was 35%. We have worked hard to reduce the water-loss from 35% to 14.84%. During the year 2016, our water loss was 14.87%. We are looking to find new and creative ways to reduce the water-loss for the Village. The Village believes that the replacement of water mains in some unincorporated areas can definitely help in improving the water-loss numbers. The Village also commits \$1.5 million each year for water utility infrastructure projects, which in the end will help us in reducing the future water loss.

**Funds With Deficit Fund Balances**

*Prior and Current Comments:*

Deficit fund balances have been noted both in the prior year and current year. See the following funds and the December 31, 2016 fund balance as compared to the December 31, 2017 fund balance:

Fund	Deficit	
	12/31/2016	12/31/2017
TIF VII Irving Park/Church Road	\$ 3,208,691	\$ 3,132,937
TIF IV Grand Ave/Sexton	175,952	261,909
TIF XI Grand Ave/York Road	600,762	963,564
Recycling and Refuse	212,429	274,794
Parks & Recreation	-	1,925,090

*Prior Recommendations:*

We recommended the Village investigate the causes of the various deficits and adopt appropriate future funding measures.

*Management Response:*

The Village is considering starting a Sinking Fund to support the non-performing TIFs whereby, the Village will be able to control and reduce the negative fund balances of all the non-performing TIFs. The new refuse contract will be entered into before the end of the year 2018. We are hopeful that the new contract along with the new rate structure will help in reducing the negative fund balance for the Refuse and Recycling Fund. The Park and Recreation fund has done a major project of \$2.3 million with an inter-fund loan from the General Fund. The Edge Ice Arena should be able to reduce the major portion of negative fund balance in 2018 and we are hopeful that by the year 2019, the negative fund balance will turn into a positive fund balance.

## **Other Matters**

We wish to inform you of the following new GASB pronouncements that will be effective for upcoming years:

GASB Statement No. 75 – *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* is effective for the Township beginning with its fiscal year ending December 31, 2018. This statement replaces the requirements of Statements No. 45 and No. 57 for OPEB. This statement addresses accounting and financial reporting for OPEB that is provided to the employees of state and local governmental employers.

GASB Statement No. 83 - *Certain Asset Retirement Obligations* is effective for the Village's fiscal year ended December 31, 2019. This Statement establishes criteria for determining the timing and pattern of recognition of a liability and a corresponding deferred outflow of resources for asset retirement obligations (AROs).

GASB Statement No. 84 - *Fiduciary Activities* is effective for the Village's fiscal year ended December 31, 2019. The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported.

GASB Statement No. 85 - *Omnibus 2017* is effective for the Village's fiscal year ended December 31, 2018. The objective of this Statement is to address practice issue that have been identified during implementation and application of certain GASB Statements. The topics include issues related to blending component units, goodwill, fair value measurement and application, and postemployment benefits (pensions and other postemployment benefits).

GASB Statement No. 86 - *Certain Debt Extinguishment Issues* is effective for the Village's fiscal year ended December 31, 2018. The primary objective of this Statement is to improve consistency in accounting and financial reporting for in-substance defeasance of debt by providing guidance for transactions in which cash and other monetary assets acquired with only existing resources – resources other than the proceeds of refunding debt – are placed in an irrevocable trust for the sole purpose of extinguishing debt.

GASB Statement No. 87 - *Leases* is effective for the Village's fiscal year ended December 31, 2020. This Statement increase the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract.

GASB Statement No. 88 - *Certain Disclosures Related to Debt, Including Direct Borrowings and Direct Placements* is effective for the Village's fiscal year ended December 31, 2019. This Statement requires additional note disclosure related to debt including unused lines of credit, assets pledged as collateral for the debt, and terms specified in debt agreements related to significant events of default with finance-related consequences, significant termination events with finance-related consequences, and significant subjective acceleration clauses. It also requires that information be provided for direct borrowings and direct placements of debt separately from other debt.

**TYPE:**Resolution**SUBMITTED BY:**M. Ribando**DEPARTMENT:**Village Manager's Office**DATE:**06/26/18**DESCRIPTION:**

Resolution Approving a Lobbying Services Agreement with Alfred G. Ronan Ltd. and the Village of Bensenville

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

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

**COMMITTEE ACTION:**

COW approved 6-0.

**DATE:**

06/19/18

**BACKGROUND:**

The Village of Bensenville retained Alfred G. Ronan Ltd in 2017 to perform certain services in accordance with the terms and conditions of the agreement. The Village has determined that it would like to engage in this agreement for another year.

**KEY ISSUES:**

The Village of Bensenville needs information, guidance and recommendations on legislative and appropriate matters. Lobbying services monitor and communicate up to date legislation, pending or proposed matters and exercise its best efforts to protect and promote the Village of Bensenville.

**ALTERNATIVES:**

Discretion of the Village Board.

**RECOMMENDATION:**

Approval of the Resolution approving a Lobbying Services Agreement with Alfred G. Ronan Ltd. and the Village of Bensenville for 2018/2019.

**BUDGET IMPACT:**

\$90,000 annually.

**ACTION REQUIRED:**

Approval of the Resolution approving a Lobbying Services Agreement with Alfred G. Ronan Ltd. and the Village of Bensenville for 2018/2019.

**ATTACHMENTS:****Description****Upload Date****Type**

Resolution

6/12/2018

Cover Memo

Agreement

6/12/2018

Cover Memo

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

**A RESOLUTION APPROVING EXECUTION OF A  
LOBBYING SERVICES AGREEMENT WITH ALFRED G. RONAN LTD.**

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

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

WHEREAS, Alfred G. Ronan Ltd. has the experience and expertise to provide said lobbying services; and

WHEREAS, the VILLAGE has determined that it is reasonable, necessary, and desirable to enter into a lobbying services agreement with Alfred G. Ronan per the terms set forth in the consulting agreement attached hereto as Exhibit “A” in the amount not to exceed monthly rate of \$7500.

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

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

**SECTION TWO:** The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto, a lobbying Services Agreement with Alfred G. Ronan Ltd. in the amount of \$7500 per month for the services as set forth in the agreement attached hereto as Exhibit “A”.

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

PASSED AND APPROVED by the Board of Trustees of the Village of Bensenville,  
Illinois, this 26th day of June, 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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

## **LOBBYING SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into as of this 1<sup>st</sup> day of June, 2018, by and between Alfred G. Ronan, Ltd., a consulting firm with offices at 328 S. Oak Park Ave., Suite 1, Oak Park, IL 60302 (hereinafter called "*Ronan*"), and the Village of Bensenville with its principal offices at 12 South Center Street, Bensenville, IL 60106 (hereinafter called "*Village*").

### **WITNESSETH:**

WHEREAS, THE VILLAGE OF BENSENVILLE wishes to retain Alfred G. Ronan, Ltd. to perform certain lobbying services (hereinafter more particularly described) on behalf of the Village and its subsidiaries in the State of Illinois; and

WHEREAS, ALFRED G. RONAN, LTD. has represented to the Village that it is capable and is willing to undertake the performance of lobbying services in the State of Illinois.

NOW, THEREFORE, in consideration of the payments to be made to Alfred G. Ronan, Ltd., as herein provided, and the mutual agreements herein contained, the parties agree as follows:

#### **1. Terms and Termination.**

- (a) This agreement shall be effective as of June 1, 2018, and shall continue in full force and effect through May 31, 2019, a period of one year;
- (b) For and in consideration of Ronan's performance of services in accordance with the terms and conditions of this agreement, the Village shall pay Ronan, a fee of \$7,500 per month, payable upon monthly invoice.
- (c) It is understood and agreed that the compensation recited within this section includes usual and ordinary costs and expenses. If Ronan determines that there is a need to incur extraordinary costs and expenses in the performances of services hereunder, then in that event, Village shall reimburse Ronan for the same, provided the nature, amount and circumstances thereof are fully disclosed to and approved by an authorized representative designated by the Village prior to the time the same are incurred, and upon receipt of a detailed accounting of all such extraordinary costs and expenses.

#### **2. Lobbying Services.**

The Village hereby retains Ronan, and Ronan, hereby undertakes to exercise its best efforts to protect and promote the business, products, reputation and interests of the Village and its Subsidiaries in the State of Illinois performing lobbying services (hereby called "*Services*"). Such Services shall include, but not be limited to, the following:

Monitoring and keeping the Village apprised on a regular basis of all legislation, bills, amendments, and regulatory activity now pending or proposed, or which may be proposed during the term hereof, in the Illinois state legislature or in any agency or department of the State of Illinois, pertaining to the business, products, reputation or interests of the Village or its subsidiaries; and

- (i) Providing the Village with information and guidance as to the matters described herein and making recommendations as to appropriate actions which should be taken consistent with the objectives of this Agreement; and
  - (ii) Lobbying efforts with Key legislative or regulatory officials and their staffs, on matters pertaining to the business, products, reputation or interests of the Village or its subsidiaries; and
  - (iii) On instructions from an authorized representative, undertaking such actions as the Village may deem appropriate and consistent with the objectives of this Agreement, which actions shall include, but not be limited to, appearing and/or testifying at hearings and promote the interests of the Village and its subsidiaries with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies.
- (b) Ronan shall maintain close liaison and frequent communication with the authorized representatives designated by the Village, particularly during critical periods or on priority items.

3. **Confidentiality.**

Inasmuch as in the rendering of Services hereunder, Ronan, its associates and employees may acquire confidential information and data concerning the business and operations of, or belonging to the Village, and additional information and data will be made available to or developed by Ronan; Ronan agrees to treat and maintain all such information and data as the Village's confidential property and not to divulge it to others at any time or use it for private purposes or otherwise, except as such use or disclosure may be required in connection with performance of the Services or as may be consented to by the Village, unless and until such information becomes a part of the public domain or Ronan legally acquires such information without restriction on disclosure from sources other than the Village or other companies with whom the Village has a business relationship.

4. **Relationship with Other Clients.**

In the event that a possible conflict of interest arises at any time during the term of this Agreement between the interests of the Village or its subsidiaries and those of Ronan's other clients, Ronan agrees to notify the thereof promptly Village and shall, if so directed by the Village refrain from performing services with respect to such area of competing interest. Ronan agrees that the Village shall have the right to terminate this Agreement without liability upon written notice to Ronan, if, in the Village's sole judgment, upon reasonable basis, Ronan's representation of its other clients conflicts with the best interests of the Village's or its subsidiaries.

5. **Independent Contractor.**

Alfred G. Ronan, Ltd is and shall act as an independent contractor in performing Services hereunder.

6. **Non-Assignment.**

This Agreement shall be personal to the parties hereto and no party shall (by operation of law or otherwise) transfer or assign its rights or delegate its performance hereunder; and any such transfer, assignment or delegation shall be void and of no effect.

7. **Miscellaneous.**

- (a) This agreement constitutes the full understanding of the parties and a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement relating to Ronan's performing services hereunder and supersedes any and all prior agreements, whether written or oral between the parties. No waiver by any party with respect to any breach or default or of any right or remedy, nor any course of dealing, shall be deemed to constitute a continuing waiver or any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.
- (b) All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date first above written.

Alfred G. Ronan, Ltd

Village of Bensenville

By   
Alfred G. Ronan

By \_\_\_\_\_  
Frank Desimone

Title: President

Title: Village President

**TYPE:**Resolution**SUBMITTED BY:**M. Ribando**DEPARTMENT:**Village Manager's Office**DATE:**06/26/18**DESCRIPTION:**

Resolution Authorizing the Payment of the DMMC Annual Membership Dues for 2018/2019 for the Village of Bensenville

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

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

**COMMITTEE ACTION:**

COW approved 6/0.

**DATE:**

06/19/18

**BACKGROUND:**

Annually, the Village of Bensenville is responsible for paying dues to the DuPage County Mayors and Managers Conference (DMMC). The Conference is a valuable membership to our municipality. The Village has been a member of the DMMC for many years. The DMMC provides many services to the Village. For example, some services they provide include:

1. Contributing to professional lobbyist representation to advocate in legislative interests at the regional level.
2. Research and analysis to monitor concerns.
3. Identify opportunities and grants.
4. Representation at County Board meetings.

**KEY ISSUES:**

None.

**ALTERNATIVES:**

Discretion of the Village Board.

**RECOMMENDATION:**

Staff is recommending approval of the Resolution authorizing the payment of the 2018/2019 annual membership dues for the DMMC in the not-to-exceed amount of \$20,026.04.

**BUDGET IMPACT:**

\$20,026.04 which has been budgeted under Memberships and Dues.

**ACTION REQUIRED:**

Approval of the Resolution authorizing the payment of the Annual Membership Dues for the DMMC in the not to exceed amount of \$20,026.04.

**ATTACHMENTS:****Description****Upload Date****Type**

Resolution

6/12/2018

Cover Memo

Information Letter and Invoice

6/12/2018

Cover Memo

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

**A RESOLUTION AUTHORIZING THE PAYMENT OF THE ANNUAL MEMBERSHIP  
TO THE DUPAGE MAYORS AND MANAGERS CONFERENCE**

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

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

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:

The Village Manager, Evan K. Summers authorization to execute a payment to the DuPage Mayor and Managers Conference in Oak Brook, Illinois for the annual membership dues 2018-2019 in the not to exceed amount of \$20,026.04

PASSED AND APPROVED by the Village President and Board of Trustees of the Village of Bensenville, Illinois, \_\_\_\_\_ of \_\_\_\_\_, 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone, Village President

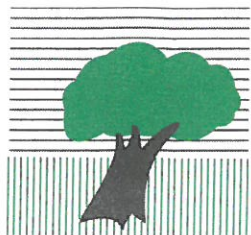
ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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



Founded June 19, 1962

## DUPAGE MAYORS AND MANAGERS CONFERENCE

*an association of municipalities representing 1,000,000 people*

1220 Oak Brook Road  
Oak Brook, Illinois 60523  
(630) 571-0480  
Fax: (630) 571-0484  
[www.dmmc-cog.org](http://www.dmmc-cog.org)

### MEMBER MUNICIPALITIES

Addison  
Aurora  
Bartlett  
Bensenville  
Bloomingdale  
Bolingbrook  
Burr Ridge  
Carol Stream  
Clarendon Hills  
Downers Grove  
Elmhurst  
Glen Ellyn  
Glendale Heights  
Hanover Park  
Hinsdale  
Itasca  
Lemont  
Lisle  
Lombard  
Naperville  
Oak Brook  
Roselle  
Schaumburg  
Villa Park  
Warrenville  
Wayne  
West Chicago  
Westmont  
Wheaton  
Willowbrook  
Winfield  
Wood Dale  
Woodridge

May 23, 2018

To: DMMC Mayors/Presidents  
Managers/Administrators  
From: Mark Baloga, Executive Director

Re: DMMC Annual Dues and Debt Invoice and Value Statement

The DuPage Mayors and Managers Conference greatly appreciates your continued membership. Attached is your annual dues and building debt invoice for FY 2018-2019.

If your municipality has already paid off its portion of the building debt, no debt amount is listed on your invoice. If you have more principal remaining on your portion of the building debt than is covered by this year's installment, the full payoff amount is also listed on your invoice as an alternative payment amount. The remaining principal amounts are generally quite small at this point, and with your help, we would love to close out the building loan this year!

**We are very pleased to announce that, for the eleventh straight year, there is no increase in our dues rate!** The Conference Board of Directors and staff are very aware of the fiscal pressures faced by municipalities. We continue our cost-saving efforts in order to provide important member services in an affordable and sustainable manner.

So that you and your governing board can see the return on your investment in DMMC membership, we have also attached our annual Value Statement. As in past years, the Value Statement lists the many services received by Conference members, quantifying the value where possible (Exhibit 1), and listing the qualitative benefits in other cases (Exhibit 2). In addition, and in accordance with directives in our 2015-2018 Strategic Plan, the document also outlines specific examples of the Conference's fiscal responsibility (Exhibit 3), quantifies the fiscal benefits to each member community and reported grant receipts by each municipality for grants on which the Conference helped inform members (Exhibit 4), and lists the projects and meetings taken on by Conference staff and representative municipal officials, saving each municipality from having to use time and resources to participate directly (Exhibit 5).

We hope you will find this information useful and invite your questions and comments.

Thank you again, we look forward to a productive 2018-2019!



**A QUANTIFICATION OF THE ESTIMATED VALUE OF  
DUPAGE MAYORS AND MANAGERS CONFERENCE MEMBERSHIP 2018**

**Exhibit 1 – Quantifiable Annual Fiscal Benefits**

<u>Activity / Service Provided</u>	<u>Annual Fiscal Benefit</u>
• Professional lobbyist representation to advocate for members' legislative interests.	\$60,000
• Legislative tracking, research, and analysis to monitor member concerns, increase awareness, and provide assistance to members (3/4 FTE)	\$56,000
• Coalition participation to represent members' interests and identify opportunities for regional collaboration [Pension Fairness for Illinois Communities Coalition, Local Council of Governments (COG) Working Group, Metropolitan Mayors Caucus (MMC), Illinois Municipal League (IML) Local Government Coalition] (1/6 FTE)	\$10,000
• Attendance, monitoring, and reporting on County activities to increase member awareness and identify opportunities for collaboration (1/5 FTE)	\$12,000
• Attendance, monitoring, and reporting on Chicago Metropolitan Agency for Planning (CMAP) Board, Metropolitan Planning Organization (MPO) Policy Committee, and Transportation Committee meetings to increase member awareness on regional transportation issues (1/5 FTE)	\$12,000
• Planning Liaison scope of services to represent municipal interests on regional transportation planning efforts (1/3 FTE)	\$20,000
• Public Relations representation to raise public awareness of DMMC concerns	\$20,000
• Educational videos	\$3,000
• Consulting engineer services for development and implementation of STP methodologies	\$2,000
<b>TOTAL:</b>	<b>*\$195,000</b>

**Exhibit 2 – Additional Annual Benefits**

Activity / Service Provided

**Legislative**

- Continued to lead a coalition of municipal groups by coordinating efforts to educate the public on issues regarding property tax, Local Government Distributive Fund (LGDF), and the fast action website [www.ProtectMyTown.us](http://www.ProtectMyTown.us).

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\* See Exhibit 4 for additional fiscal benefits by municipality.

- Generated talking points, briefing papers, fact sheets, position statements, and action alerts to assist members and enhance outreach to legislators on topics including protecting local regulation of wireless facilities deployment, the impact of property tax freeze legislation, municipal public safety pension reform, protecting public rights-of-way, the recently imposed 2% administrative fee on sales tax, continuing appropriations for state-collected local revenues, and protecting local revenues.
- Provided municipal leaders with opportunities to connect with legislators and members of fellow Councils of Governments (COGs) and also to participate in the legislative process through the Springfield Drive Down.
- Successfully coordinated Welcome Lunch legislative presentations featuring guest speakers Senators Cullerton and Connolly, as well as educational meetings with key Commission on Government Forecasting and Accountability (COGFA) staff and State Treasurer Frerichs during the 2018 Springfield Drive Down.
- Developed the *2018 Legislative Action Program (LAP)* to guide legislative efforts and reflect members' priorities.
- Provided municipal leaders with the opportunity to network and share DMMC's legislative priorities with legislators through a successful 2018 Legislative Reception and Dinner and presentation of the *LAP*. The event was attended by 10 legislators.
- Maintained a tracking report to share progress on implementation of Legislative Priorities and DMMC-initiated legislation. This report was regularly shared with the Legislative Committee and Board of Directors.
- Worked with Conference lobbyists to draft two bills to support the 2018 Legislative Priorities and identify bill sponsors.
- Provided municipal leaders with opportunities to network and build relationships through the annual *Coffee Break with Legislators* which was attended by House Republican Leader Durkin; Representatives Bellock, Kifowit, Mussman, Olsen, and Winger; and Senators Castro, Connelly, T. Cullerton, Curran, Harmon, Holmes, and Murphy.
- Maintained a leadership role in the Pension Fairness for Illinois Communities Coalition (PFICC) to advance the platform for public safety pension reform and collaborated with the PFICC Working Group to develop a strategy and bill language for pension consolidation.
- Led a continuing effort to oppose SB 1451 resulting in a joint letter to the Governor, signed by 5 COGS representing 182 municipalities.
- Participated in a collaboration of COGS and allied stakeholders to negotiate provisions in SB 1451 resulting in an amendment providing some relief.
- Participated in numerous meetings with attorneys, Northwest Municipal Conference, Anderson Consulting, regional counties, Illinois Police Chiefs Association, and other COGs to continue negotiations on SB 1451 with the telecommunications industry.
- Led DuPage County, Metro West Council of Government, Will County Governmental League, Lake County Municipal League, West Central Municipal Conference, and other organizations to maintain opposition to SB 1451.
- Pushed numerous detailed action alerts requesting member outreach to legislators on SB 1451.
- Collaborated with the Metropolitan Mayors Caucus and regional COGs to issue a letter to legislators requesting they protect LGDF and reject unfunded mandates.
- Spearheaded an outreach campaign to four key legislators as well as developed and issued a letter to legislators regarding the potential impacts of a property tax freeze proposal. The letter was shared with regional COGs to assist with outreach to their legislators.
- Worked with the Northwest Municipal Conference to provide member feedback on draft language for SB 1735 (AirBnB-type short-term rentals) to Senate sponsors.
- Coordinated with regional COGs to contact legislative leadership about the importance of protecting LGDF and other local revenues.

- Engaged extensively with regional COGs to develop and issue a letter to the Governor and General Assembly encouraging the protection of LGDF and requesting appropriations for other state-collected local revenues. Ultimately, a budget was passed that included appropriations for state-collected local revenues.
- Prepared a bylaws amendment that was approved by the full Conference to allow the Board of Directors to take final action on legislative positions with an alternate means of full member input to allow more timely response to fast paced legislation.
- Positioned members to maintain open lines of communication with the Governor's office and telecommunications industry, enlisting mayors to represent municipal interests.

### **Regulatory**

- Collaborated with the IML Home Rule Attorneys working group to develop a model ordinance for administrative adjudication of Public Safety Employee Benefits Act (PSEBA) cases.
- Continued to initiate regular DuPage County staff involvement in the DMMC Regulatory Issues Committee.
- Attended the Illinois Commerce Commission (ICC) NextGrid study launch event and alerted the Regulatory Issues Committee to relevant developments.

### **Transportation/Planning**

- Let 15 Surface Transportation Program (STP) projects totaling \$10 million in federal funds, while maintaining a model STP recognized for innovative practices.
- Coordinated an annual STP workshop and call for projects where members were trained, informed, and assisted in maximizing federal STP funds. Continued to provide project assistance for all STP projects from kick-off to letting.
- Distributed Transit Oriented Development Workshop Summary White Paper to members and Chicago-area COGs and counties.
- Advocated to the Council of Mayors Executive Committee to protect member interests during STP reform discussions.
- Represented members at meetings with the Illinois Department of Transportation (IDOT) and CMAP to review on-going STP projects to promote timely completion of the projects and support ongoing efforts to prevent rescission of funds.
- Provided important updates to members regarding CMAP's proposed changes to the STP.
- Coordinated the facilitation of best practices and innovations sharing at the Transportation Technical Committee meetings.
- Maintained regular coordination with CMAP staff to insure engagement of and feedback from DMMC members during the STP amendatory process.
- Shared information from the Transportation Policy Committee meeting regarding the City of Aurora's shared bike program and program best practices.

### **Information/Publications**

- Published two op-eds on small cell legislation that appeared in the Chicago Tribune, Daily Herald and several other publications.
- Authored informative *In Depth* article entitled "Curbside Recycling: Global Changes - Local Impact".
- Provided members with information on timely and relevant budgetary trends, data, and analysis through the annual *Revenue Survey* report. Utilized Finance Director Working Group and member feedback to enhance survey data.
- Served as a clearinghouse by compiling and sharing model ordinances, documents on local regulation of wireless facilities, Intergovernmental Agreements, and Memorandum of Understanding (MOU) templates.
- Produced and distributed an updated *Member Handbook* to members which includes extensive information on legislative issues and legislative contacts.
- Provided November Conference Business Meeting attendees with a legislative update by Conference lobbyist Matt O'Shea.
- Worked with the Conference public relations consultant to develop and issue a press release on the winner of the Municipal Innovation award.
- Created the Issues at Hand video series and ProtectMyTown.us website providing information municipal leaders can share with residents to present a unified voice when addressing these issues with legislators.

### **Membership/Cost Savings**

- Developed an operating budget resulting in the 11<sup>th</sup> consecutive year with no increase in our membership dues rate.
- Continued to coordinate with the Suburban Purchasing Cooperative, allowing members to reduce costs on vehicles and equipment as well as save staff time.
- Provided members the opportunity to participate in the Surplus Vehicle and Equipment Auction as a potential source of additional revenue.
- Successfully recruited several additional firms to increase participation in the Corporate Partner Program and continued to strengthen relationships with Corporate Partners, resulting in increased revenue to offset member dues.
- Led by Managers Committee working group, collaborated with DuPage County to develop the DuPage Justice Information System (DuJIS) Intergovernmental Agreement saving individual municipalities attorney costs.

### **Grant Assistance**

- Identified and communicated to members at least eight grant and funding opportunities. (See Exhibit 4 for a list of grants received by each municipality during the past fiscal year.)

### **Training/Networking**

- Coordinated successful workshop with the Emergency Telephone System Board (ETSB) on the DuJIS system, timeline, and financials.
- Maintained a consistent line of communication with DuPage County officials by facilitating meetings between mayors and County Board Chairman Cronin, convening multiple and productive meetings of the Joint County-Conference Intergovernmental Committee, and holding regular meetings between senior DuPage County and DMMC staff.
- Coordinated a successful Municipal Innovation Celebration highlighting seven innovative and creative ways members are improving their municipalities, solving problems, and bringing value to their residents.

- Facilitated peer-to-peer networking and educational sessions by initiating two very successful and well-attended *Mayors Only Coffees* including one coordinated the Metro West Council of Government, resulting in opportunities for mayors to share strategies for legislative issues.
- Actively participated in several District meetings, providing important updates on DMMC matters.
- Facilitated meetings with representatives from DMMC, Metro West Council of Government, Northwest Municipal Conference, and Lake County Municipal League to discuss potential strategies for sharing resources for mutual benefit.
- Organized sharing of public works innovations and best practices via the Ad Hoc Public Works Directors Working Group.
- Coordinated successful workshop on the DuJIS Intergovernmental Agreement. The workshop was well attended by managers, police chiefs, and village attorneys.
- Worked with the DuPage Veterans Assistance Commission to provide pertinent information for municipalities to assist veterans in need.
- Planned and executed successful workshop with the Illinois Department of Revenue on declining income tax revenues. The workshop was well attended by managers and finance directors, as well as staff and members of the Northwest Municipal Conference.
- Collaborated with DuPage County staff and Alta Planning to present information on the bike/pedestrian trail along the Elgin O'Hare Expressway at a Transportation Policy Committee meeting.
- Coordinated a successful Newly Elected Officials Workshop and provided extensive information.
- Contacted and met with John Carpenter, President and CEO, and Lisa Miceli, Economic Development Director, of Choose DuPage to discuss opportunities for collaboration and potentially co-hosting a workshop or seminar. Choose DuPage expressed interest in partnering with the Conference.
- Held a successful Corporate Partners Appreciation Coffee with corporate partners and municipal leadership.
- Worked with Managers Committee to develop Ad hoc Human Resources working group to facilitate collaboration and sharing of best practices amongst membership.

### **Exhibit 3 – Areas Where DMMC has Shown Fiscal Responsibility**

- Leased available office space to IPBC for \$4,000 per year and IMET for \$6,000 per year.
- Continued in-house printing of the *LAP* and implemented a streamlined design, saving DMMC approximately 80%.
- Continued to share attorney's costs for the Northern Illinois Municipal Natural Gas Franchise Consortium with 38 participating municipalities.
- Utilized cost cutting measures as well as frugal supply management to significantly decrease supply expenses.

#### Exhibit 4 – Fiscal Benefits and Grant Benefits by Municipality

<u>Municipality and Source</u>		<u>Fiscal Benefit</u>
<b>Addison</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
• Surface Transportation Program		\$1,160,199.00
	<b>Total:</b>	<b>\$1,355,199.00</b>
<b>Aurora</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
	<b>Total:</b>	<b>\$195,000.00</b>
<b>Bartlett</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
	<b>Total:</b>	<b>\$195,000.00</b>
<b>Bensenville</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
	<b>Total</b>	<b>\$195,000.00</b>
<b>Bloomington</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
	<b>Total</b>	<b>\$195,000.00</b>
<b>Bolingbrook</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
	<b>Total</b>	<b>\$195,000.00</b>
<b>Burr Ridge</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
	<b>Total</b>	<b>\$195,000.00</b>
<b>Carol Stream</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
	<b>Total</b>	<b>\$195,000.00</b>
<b>Clarendon Hills</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
	<b>Total</b>	<b>\$195,000.00</b>
<b>Downers Grove</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
• Surface Transportation Program		\$821,175.00
	<b>Total</b>	<b>\$1,016,175.00</b>
<b>Elmhurst</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
• Surface Transportation Program		\$904,983.00
	<b>Total</b>	<b>\$1,099,983.00</b>
<b>Glendale Heights</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
• Surface Transportation Program		\$735,011.00
	<b>Total</b>	<b>\$930,011.00</b>

<b>Glen Ellyn</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
• Surface Transportation Program		\$3,399,000.00
	<b>Total</b>	<b>\$3,594,000.00</b>
<b>Hanover Park</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
	<b>Total</b>	<b>\$195,000.00</b>
<b>Hinsdale</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
	<b>Total</b>	<b>\$195,000.00</b>
<b>Itasca</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
	<b>Total</b>	<b>\$195,000.00</b>
<b>Lemont</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
	<b>Total</b>	<b>\$195,000.00</b>
<b>Lisle</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
• Surface Transportation Program		\$423,217.00
	<b>Total</b>	<b>\$618,217.00</b>
<b>Lombard</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
	<b>Total</b>	<b>\$195,000.00</b>
<b>Naperville</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
	<b>Total</b>	<b>\$195,000.00</b>
<b>Oak Brook</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
	<b>Total</b>	<b>\$195,000.00</b>
<b>Roselle</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
• Surface Transportation Program		\$783,750.00
	<b>Total</b>	<b>\$978,750.00</b>
<b>Schaumburg</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
	<b>Total</b>	<b>\$195,000.00</b>
<b>Villa Park</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
	<b>Total</b>	<b>\$195,000.00</b>
<b>Warrenville</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
	<b>Total</b>	<b>\$195,000.00</b>
<b>Wayne</b>		
• Quantifiable Annual Fiscal Benefits (Exhibit 1)		\$195,000.00
	<b>Total</b>	<b>\$195,000.00</b>

**West Chicago**

• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$195,000.00
• Surface Transportation Program	\$298,603.00
<b>Total</b>	<b>\$493,603.00</b>

**Wheaton**

• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$195,000.00
• Surface Transportation Program	\$801,848.00
<b>Total</b>	<b>\$996,848.00</b>

**Willowbrook**

• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$195,000.00
<b>Total</b>	<b>\$195,000.00</b>

**Winfield**

• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$195,000.00
<b>Total</b>	<b>\$195,000.00</b>

**Wood Dale**

• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$195,000.00
<b>Total</b>	<b>\$195,000.00</b>

**Woodridge**

• Quantifiable Annual Fiscal Benefits (Exhibit 1)	\$195,000.00
• Surface Transportation Program	\$655,010.00
<b>Total</b>	<b>\$850,010.00</b>

## **Exhibit 5 – Leveraging the Collective Knowledge of Members and Staff**

DMMC staff and individual members attend meetings or undertake projects that benefit all members. This helps our membership save valuable time and resources. Below is a list of projects and meetings that DMMC staff and individual members have undertaken for the benefit of members.

<b><u>Projects</u></b>	<b><u>Person(s) Undertaking</u></b>
Participated in the federal rulemaking process by developing and filing comments and reply comments with the Federal Communications Commission on regulation of wireless facilities deployment.	DMMC Staff
Coordinated successful workshops covering local regulation of wireless facilities; the Illinois Department of Revenue declining income tax revenues, and legislative updates and media strategies for mayors and elected officials.	DMMC Staff
Authored <i>In Depth</i> on “Curbside Recycling: Global Changes - Local Impact”.	DMMC Staff
Developed an op-ed on small cell legislation that was published in the Daily Herald as well as several other publications.	DMMC Members and Staff
Provided members with information on timely and relevant budgetary trends, data, and analysis through the annual <i>Revenue Survey</i> report. Utilized member feedback to enhance survey data.	DMMC Staff
Generated talking points, briefing papers, fact sheets, position sheets, and action alerts to assist members and enhance outreach to legislators on topics including protecting local regulation of wireless facilities deployment, the impact of potential property tax freeze legislation, municipal public safety pension reform, protecting public rights-of-way, 2% administrative fee on sales tax, continuing appropriations for state-collected local revenues, and protecting local revenues.	DMMC Staff
Maintained active program management of DuPage Transportation Improvement Plan including Surface Transportation Program (STP) management.	DMMC Staff
Led a collaboration utilizing the Conference PR consultant and municipal leadership to produce the <i>Issues at Hand</i> video series and maintain the Protect My Town website.	DMMC Members and Staff
Led by Managers Committee working group, collaborated with DuPage County to develop the DuPage Justice Information System (DuJIS) Intergovernmental Agreement saving individual municipalities attorney costs.	DMMC Members and Staff

Participated in the development of the DuPage County Office of Emergency Management (OEM) Memorandum of Understanding (MOU)

DMMC Members

Created comparable municipal non-union salary and benefits survey and provided members with information on relevant salary trends.

DMMC Members

### **Meetings**

### **Person(s) Attending**

Metropolitan Mayors Caucus Executive Board Meetings

DMMC Members and Staff

Metropolitan Mayors Caucus Steering Committee

DMMC Staff

Metropolitan Mayors Caucus Regional Economic Development Committee

DMMC Members and Staff

Metropolitan Mayors Caucus Environment Committee

DMMC Staff

Metropolitan Mayors Caucus Diversity Task Force

DMMC Members

Metropolitan Mayors Caucus Truck Permitting Task Force

DMMC Members and Staff

CMAQ Board Meetings

DMMC Members and Staff

CMAQ MPO Policy Committee Meetings

DMMC Staff

CMAQ Transportation Committee Meetings

DMMC Staff

CMAQ Council of Mayors Executive Committee Meetings

DMMC Members and Staff

DuPage County Board and Committee Meetings

DMMC Staff

U.S. Conference of Mayors Conference

DMMC Members and Staff

Annual Budget Hearings for DuPage County, Metra, and Pace

DMMC Staff

Elgin-O'Hare Western Access Local Advisory Committee

DMMC Members

DuPage Convention and Visitors Bureau Strategic Plan Group

DMMC Staff

Central Tri-State Tollway (I-294) Corridor Planning Council

DMMC Members

I-55 Managed Lane Meetings

DMMC Staff

Choose DuPage

DMMC Members

Pension Fairness for Illinois Communities Coalition

DMMC Staff

Local COG Working Group

DMMC Staff

IML Board of Directors

DMMC Members and Staff

IML Home Rule Attorneys Committee

DMMC Staff

IML Local Government Coalition

DMMC Staff

Illinois Commerce Commission NextGrid

DMMC Members and Staff

DuJIS System Oversight Committee

DMMC Members and Staff

Joint County Conference Intergovernmental Committee

DMMC Members and Staff

DuPage County Emergency Telephone System Board (ETSB)

DMMC Members

DuPage County OEM - MOU Working Group

DMMC Members

2794  
3302

OK to pay  
6-11-18  
2162



**DUPAGE MAYORS AND MANAGERS CONFERENCE**

1220 OAK BROOK ROAD  
OAK BROOK, IL 60523-2203  
P 630-571-0480  
F 630-571-0484

**05/15/2018**

Attn - Evan K. Summers, Manager  
Village of Bensenville  
12 S. Center Street  
Bensenville, IL 60106

INVOICE NO. **10380**

Description	Total
2018 - 2019 Conference Membership Dues	16,296.58
Debt Assessment	
Principal	2,972.00
Interest	50.77
Amount to Pay FY 2018	<u>\$19,319.35</u>
Please consider paying the additional amount to retire your debt in full	
Remaining debt after 2018 payment      \$ 706.69	
Amount to Pay Debt in Full	<u>\$20,026.04</u>

Detach and Return with Remittance

Please Remit To:

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

DUPAGE MAYORS AND MANAGERS CONFERENCE  
1220 OAK BROOK ROAD  
OAK BROOK, IL 60523-2203

Invoice No: 10380  
Date: 05/15/2018  
Amount Due: \$19,319.35  
Due Date: 06/15/2018



**TYPE:**Resolution**SUBMITTED BY:**Don Schultz**DEPARTMENT:**Emergency Management  
Agency**DATE:**06/26/18**DESCRIPTION:**Resolution Renewing and Adopting the DuPage County Natural Hazards Mitigation Plan as an Official Plan of the Village of Bensenville**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>

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

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

*Enrich the lives of Residents**Major Business/Corporate Center**Vibrant Major Corridors***COMMITTEE ACTION:****DATE:**

Due to the time sensitivity of this issue, it is being presented to the Board for the first time this evening. The Plan must be approved by July 1, 2018. N/A

**BACKGROUND:**

The DuPage County Natural Hazards Mitigation Plan identifies mitigation strategies to be utilized countywide, so one community's mitigation activity doesn't negatively impact another community. The Village of Bensenville first adopted the County plan in 2007, and has subsequently reviewed, approved and renewed the plan which is required every five years. Approval of the Resolution will ensure Bensenville meets that requirement.

**KEY ISSUES:**

The DuPage County Natural Hazards Mitigation Plan Identifies & facilitates:

- DuPage County municipalities opportunities for federal funding before and after a disaster.
- Identify common threats and hazards within the County.
- Develop common mitigation strategies within the County.
- Develop intergovernmental partnerships within the County.
- The Plan must be reviewed and renewed every five years.
- Plan must be approved by July 1st.

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

Staff is recommending the approval of the Resolution renewing and adopting the DuPage County Natural Hazards Mitigation Plan as an official plan of the Village of Bensenville.

**BUDGET IMPACT:**

N/A

**ACTION REQUIRED:**

Approval of the Resolution to renew adoption of the DuPage County Natural Hazard Mitigation Plan for the Village of Bensenville.

**ATTACHMENTS:****Description**

Resolution

**Upload Date**

6/21/2018

**Type**

Cover Memo

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

**A RESOLUTION RENEWING AND ADOPTING THE DUPAGE COUNTY  
NATIONAL HAZARDS MITIGATION PLAN AS AN OFFICIAL PLAN OF THE  
VILLAGE OF BENSENVILLE**

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

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

WHEREAS, it is sometimes necessary, in furtherance of its statutory functions locally, state and countywide, for the VILLAGE to engage and participate in various outside services; and

WHEREAS, the Village of Bensenville has been requested Pace by DuPage County to renew and adopt the 2018 DuPage County Natural Hazard Mitigation Plan as the VILLAGE’s Official Plan;

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

**SECTION ONE:** The recitals set forth by DuPage County for the Natural Hazard’s Mitigation Plan shall be adopted by the Village of Bensenville.

**SECTION TWO:** The Village President is hereby authorized and directed to adopt on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest to, the DuPage County Natural Hazards Mitigation Plan for 2018 as the Official Plan of the VILLAGE.

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

PASSED AND APPROVED by the Village President and Board of Trustees of the Village of Bensenville, Illinois, this 26th day of June 2018.

APPROVED:

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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

**TYPE:**Proclamation**SUBMITTED BY:**M. Ribando**DEPARTMENT:**Village President**DATE:**06/26/18**DESCRIPTION:**Proclamation of Special Recognition to the Beyond Dreams Teen Club in Bensenville**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

Proclamation

**Upload Date**

6/20/2018

**Type**

Cover Memo

# ***PROCLAMATION***

## ***Special Recognition of the Beyond Dreams Teen Club***

**WHEREAS**, the Village of Bensenville wishes to acknowledge and recognize the Beyond Dreams Teen Club; and,

**WHEREAS**, the local club which primarily resides within the Elm Court Apartments has been continually growing in size and commitment; and,

**WHEREAS**, the mission of the club is, “To organize positive activities and programs with their peers in the community as well as do service projects to give back to the community. We love our community and want the best for it”; and,

**WHEREAS**, the current Beyond Dreams Club members:

Giselle Milady Castillo Palacios  
Edgar Gonzalez Guzman  
Mari Carmen Rios Moreno  
Amy Ivon Guzaro Cruz  
Suleimy Betsabee Martinez Chavez  
Emily Benitez

Clarisa Fernanda Castillo Palacios  
Maria Nery Diego  
Christian Tomas Guzaro Cruz  
Christopher Anthony Martinez  
John David Cruz  
Kate Castillo Lugardo

**WHEREAS**, the club has been working and volunteering in the community since 2016 and has set future goals of going to Washington, DC next year to participate in national service projects and fundraisers,

**NOW, THEREFORE**, I, Village President Frank DeSimone, together with the Board of Trustees do officially recognize the Beyond Dreams Teen Club for positive community involvement and promotion of healthy teen lifestyles and wish them luck in their future endeavors.

Presented this day, June 26, 2018.

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Nancy Quinn  
Village Clerk

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Frank DeSimone  
Village President

**TYPE:**Proclamation**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**June 26, 2018**DESCRIPTION:**Proclamation Declaring July 7, 2018 Arbor Day in the Village of Bensenville**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

N/A

**DATE:**

N/A

**BACKGROUND:**

Each year the Village participates in Arbor Day activities. This year the Village will hold a ceremony celebrating the establishment of the Village Arboretum at Redmond Park on **Saturday, July 7 at 11:00 am** (time subject to change). This event is held in conjunction with the Public Works Open House 10 am - 2 pm. The Arbor Day celebration allows for residents to become informed on the value of trees to the environment and our community. Please join us if possible!

**KEY ISSUES:**

N/A

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

N/A

**BUDGET IMPACT:**

N/A

**ACTION REQUIRED:**

N/A

**ATTACHMENTS:****Description**

Proclamation - 2018 Arbor Day

**Upload Date**

6/22/2018

**Type**

Backup Material



Village of Bensenville  
Arbor Day Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraskan Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, cool the air, produce life-giving oxygen, and provide a habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our Village increase property values, enhance the economic vitality of business areas and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, the Village will host an Arbor Day Tree Dedication Ceremony on Saturday, July 7, 2018 at 11:00 am at Redmond Park (across from the Public Works Facility) as part of the Public Works Open House.

NOW, THEREFORE, I, Frank DeSimone, Village President and the Board of Trustees do hereby proclaim July 7, 2018 as Arbor Day in the Village of Bensenville and urge all citizens celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I encourage all citizens to plant trees to gladden the heart and promote the well-being of this and future generations within our community.

DATED THIS 26<sup>th</sup> DAY OF JUNE, 2018.

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Nancy Quinn, Village Clerk

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Frank DeSimone, Village President