



VILLAGE OF BENSENVILLE

Village Board

President
Frank Soto

Trustees
Morris Bartlett
Robert "Bob" Jarecki
Martin O'Connell III
Oronzo Peconio
JoEllen Ridder
Henry Wesseler

Village Clerk
Susan Janowiak

Village Manager
Michael Cassidy

Village of Bensenville, Illinois BOARD OF TRUSTEES MEETING AGENDA

6:30 P.M. Tuesday, November 27, 2012

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

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC HEARING ON THE VILLAGE OF BENSENVILLE ELECTRIC POWER AGGREGATION PLAN OF OPERATION AND GOVERNANCE
- V. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- VI. APPROVAL OF MINUTES
November 13, 2012 Board of Trustees
- VII. WARRANT – November 27, 2012 #12/21 \$1,585,561.58
- VIII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
 1. *Resolution Adopting Meeting Schedules for the Village Board and Standing Committees for the 2013 Calendar Year*
 2. *Resolution Authorizing the Execution of a Contract with Chad Norris for the Provision of Video Production Services*
 3. *Resolution Authorizing the Execution of a an Agreement with the Underwriters Safety & Claims, Inc. for the Provision of Certain Insurance with Safety National Casualty Corporation*
 4. *Resolution Concerning the Determination of the Bensenville Village Board that Change Order Number One (Final) With A Lamp Concrete Contractors, Inc. For an Increase of \$9,564.86 is Required For the Volk Brothers CDBG Project – Phase II For a Revised and Final Contract Cost of \$877,782.86*
 5. *Resolution Authorizing the Execution of a Design Engineering Services Contract For the White Pines Water Main Replacement Project With Christopher B. Burke Engineering, Ltd. in the Amount of \$67,378.*

6. *Ordinance Amending village Code, Title 5, Traffic and Motor Vehicles, Chapter 3, Streets and Intersections Section 5-3-9, Stop Intersections*
7. *Resolution Approving the Continued Engagement of Baecore Group, Inc. for Certain Services Relating to Technology Solutions*

IX. REPORTS OF STANDING COMMITTEES

- A. Community and Economic Development Committee – No Report
- B. Infrastructure and Environment Committee – No Report
- C. Administration, Finance and Legislation Committee
 1. *Resolution Authorizing the Execution of an Agreement with Arthur J. Gallagher Risk Management Services, Inc. for the Provision of Certain Insurance with One Beacon Insurance Company*
- D. Public Safety Committee
 1. *Resolution Approving the Amendment to the Contract for Architectural Services for a Shared Police Facility with FGM Architects, Inc.*
- E. Recreation and Community Building Committee – No Report
- F. Technology Committee – No Report

X. REPORTS OF VILLAGE OFFICERS:

- A. PRESIDENT'S REMARKS:
- 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)]

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

TYPE: Public Hearing

SUBMITTED BY: Dan Di Santo

DATE: November 21, 2012

DESCRIPTION: Conduct the Public Hearing on the Village of Bensenville Electric Power Aggregation Plan of Operation and Governance

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 type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION: AF&L Standing Committee of the Board authorized the Energy Aggregation Program (vote 6-0)

DATE: November 13, 2012

BACKGROUND:

On November 6, 2012 the referendum question authorizing the Village to aggregate the purchase of electricity for Bensenville residents and small businesses passed by a 54% majority (2,282 to 1,971). On November 13, 2012, the Village Board passed Ordinance 77-2012 amending the Village Code Title 8 (Public Ways and Property) by Creating Chapter 11 (Electricity Aggregation Program), which exercised the Village's authority to pursue an aggregation program. The next step in the aggregation process is to hold two public hearings on the Village's Electric Power Aggregation Plan of Operation and Governance (Plan).

KEY ISSUES:

The purpose of the Plan is to (1) provide for universal access to all eligible customers, (2) describe the demand management and energy efficiency services provided to customers, and (3) meet any requirements of the law. Prior to adoption of the plan, two public hearings must be held. Following this public hearing, there will be another public hearing on December 4, 2012, and then the plan may be adopted that evening.

Following adoption of the Plan, the Village can solicit competitive bids for the electric rate. After selecting the preferred vendor, there is a 60-day period where residents and small businesses are given the opportunity to opt-out of the aggregation program.

A summary of the timeline is as follows:

- The Village shall hold two public hearings on the Plan of Operation and Governance (Nov 27/Dec 4)
- The Village shall adopt a Plan of Operation and Governance (Dec 4)
- The Village solicits bids for electricity (Dec 5-11)
- The Village selects the winning bid for electricity (Dec 11)
- Customers are informed that they have the right to opt-out of the program (Dec-March)
- New rate takes effect (March)

ALTERNATIVES:

- Discretion of the Board

RECOMMENDATION:

Conduct the public hearing.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Conduct the public hearing.

**NOTICE OF PUBLIC HEARINGS
NOVEMBER 27, 2012, 6:30 P.M. AND
DECEMBER 4, 2012, 6:30 P.M.
VILLAGE OF BENSENVILLE, ILLINOIS
VILLAGE HALL, BOARD ROOM
12 S. CENTER STREET
BENSENVILLE, IL 60106**

**PLAN OF OPERATION AND GOVERNANCE FOR
AGGREGATION OF ELECTRIC POWER FOR
RESIDENTIAL AND SMALL COMMERCIAL RETAIL USERS**

The Village of Bensenville shall hold two public hearings on its Electric Aggregation Program's Plan of Operation and Governance. The first public hearing shall be held during the Village of Bensenville Board of Trustees Meeting on Tuesday, November 27, 2012 at 6:30 P.M. and the second public hearing will be held during the Village of Bensenville Board of Trustees Meeting on Tuesday, December 4, 2012 at 6:30 P.M. Both public hearings will be held in the Village Board Room located in Village Hall, addressed at 12 S. Center Street, Bensenville, IL 60106.

On November 6, 2012, the Village of Bensenville voters passed a ballot question that authorizes the Village to form a municipal aggregation program for the purchase of electricity on behalf of the Village of Bensenville residential and small commercial retail customers. The Village of Bensenville shall adopt its Plan of Governance pursuant to Illinois State Statute, 20 ILCS 3855/1-92, and develop an opt-out aggregation program following the public input received during each of the public hearings.

The Plan of Operation and Governance shall include the following provisions: (1) provide for universal access to all applicable residential customers and equitable treatment of applicable residential customers; (2) describe demand management and energy efficiency services to be provided to each class of customers; and (3) meet any requirements established by law concerning aggregated service offered. Additional information is provided on the Village of Bensenville website, www.bensenville.il.us, or by calling 630-350-3400.

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VILLAGE OF BENSENVILLE

ELECTRIC POWER AGGREGATION PLAN OF OPERATION AND GOVERNANCE

November __, 2012



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VILLAGE of BENSENVILLE Electric Power Aggregation Plan of Operation and Governance

I. INTRODUCTION

Public Act 96-1076 amended the Illinois Power Agreement Act by adding Section 1-92 to Chapter 20, Act 3855 of the Illinois Compiled Statutes ("the Act") and allowed the Corporate Authorities of a municipality to adopt an ordinance in accordance with the Act to aggregate electrical loads for residential and small commercial retail customers within the corporate limits of the municipality on an opt-out or opt-in program. The Act further authorized a municipality to select suppliers of retail electric supply, solicit bids and enter into service agreements to facilitate the sale and purchase of electricity and related services. The legislation authorized the Illinois Power Agency ("IPA") to assist a municipality in developing a plan of operation and governance.

Large industrial and commercial consumers with sophisticated electric operations use their size and expertise to obtain lower electric power rates. Individual residential and small commercial retail consumers are typically unable to obtain significant price reductions since they lack the same bargaining power, expertise and the economies of scale enjoyed by larger consumers. Aggregation, the combining of multiple electric loads, provides the benefits of retail electric competition for consumers with lower electric usage.

Municipal aggregation, the combining of multiple retail electric loads of customers by a municipality, provides the means through which municipal residential and small commercial retail customers may obtain economic benefits of Illinois' competitive retail electric market. The Bensenville Aggregation Program ("Aggregation Program") combines the electric loads of residential and small commercial retail customers to form a buying group ("Aggregation Group"). The Village of Bensenville ("Village") will act as purchasing agent for the Aggregation Group. Therefore, the Village will be a Municipal or Governmental Aggregator, as described by Illinois law and the rules established by authorized agencies, and shall act on behalf of Commonwealth Edison Company, an affiliate of Exelon Corporation (herein referred to as "ComEd" or "Commonwealth Edison") in the Village to obtain the best Aggregation Program for the Members of the Aggregation Group.

II. PROCESS

On November 6, 2012, in accordance with the requirements of the Act, Bensenville voters approved a referendum to operate an Aggregation Program as an "opt-out" program. Under the opt-out program, all ComEd residential and small commercial retail customers in the Village are automatically included as participants in the Program unless they opt-out of the Program by providing written notice of their intention not to participate as a part of the Aggregation Group. As required by state law, the Corporate Authorities of the Village duly passed an Ordinance which authorized submitting to the Village's electorate the

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determination whether or not the Aggregation Program shall operate as an opt-out program. Following the approval of the referendum by the electorate, the Village passed Ordinance number _____ on _____, 2012 authorizing the Village to aggregate electric loads for residential and small commercial retail customers in the Village and implement an opt-out program.

In addition to passing the required ordinances by the Corporate Authorities, the Village may also be required to comply with various rules and regulations established by authorized agencies of the State of Illinois. The Village shall promptly file any application and comply with any applicable rules and regulations that may be required by Illinois law for certification as a Municipal Aggregator and to operate the Aggregation Program under the Act. As required by the Act, the Corporate Authorities developed and approved this Aggregation Plan of Operation and Governance ("Plan"). Before adopting this Plan and as required by the Act, the Corporate Authorities duly published a notice in the _____, a newspaper of general circulation in the Village, of public hearings to be held on _____, 2012 at _____ o'clock P.M. and _____ o'clock P.M. The public hearings were held by the Corporate Authorities at Village Hall and provided the residents of the Village a meaningful opportunity to be heard regarding the Aggregation Program and this Plan. The Corporate Authorities considered the concerns of the residents and information disclosed at the hearings in the development of this Plan. The opt-out notice for the Aggregation Program shall be provided in advance to all eligible electric customers in the Village upon approval of this Plan according to the opt-out disclosure program developed by the Village. The opt-out notice and disclosures shall comply with the Act and all applicable rules and regulations of any authorized agency in the State of Illinois and shall fully inform such customers in advance that they have the right to opt-out of the Aggregation Program. The opt-out notice shall disclose all required information including but not limited to the rates, terms and conditions of the Program and the specific method to opt-out of the Program.

By majority vote of the Corporate Authorities, the Village may select a Retail Electric Supplier ("RES" or "Provider") to provide the electric power for the Bensenville Aggregation Program according to the terms of a written service agreement entered into by and between the Provider and the Village. By majority vote of the Corporate Authorities, the Village may determine not to enter into a service agreement with any Provider and in such event the Aggregation Group shall continue to purchase electric power through Commonwealth Edison. If the Corporate Authorities enter into a service agreement with a Provider, Commonwealth Edison will continue to provide and service delivery of the electricity purchased from the Provider, and metering, repairs and emergency service will continue to be provided by Commonwealth Edison. The Corporate Authorities have determined that each participant in the Aggregation Group shall receive a single monthly bill from Commonwealth Edison under applicable tariffs.

III. DEFINITIONS

In order to clarify certain terminology, the following terms as used in this Plan shall have the meanings set forth below:

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“Aggregation Group” shall mean all the residential and small commercial retail customers of ComEd in the corporate limits of the Village that have not opted out of the Program and are permitted under the terms of the Act to participate in the Program.

"Aggregation Program" or “Program” means the program developed and implemented by the Village of Bensenville, as a Municipal Aggregator under the Act, to provide ComEd residential and small commercial retail customers in the Village with retail electric generation services.

"Municipal Aggregator" means the Village operating an Aggregation Program under the legislative authority granted the Village to act as an aggregator to provide a competitive retail electric service to residential and small commercial retail customers of ComEd in the Village. Pursuant to the Act, an Aggregator is not a public utility or an alternative retail electric supplier.

"Member" means a person or legal entity enrolled in the Bensenville Municipal Aggregation Program for competitive retail electric services and a member of the Aggregation Group.

"Retail Electric Supplier" (“RES” or "Provider") means an entity certified by all required authorities of the State of Illinois to provide competitive retail electric supply service(s), and which is duly selected by the Village to be the entity responsible to provide the required retail electrical supply service related to an Aggregation Program as defined in the Act, Village Ordinances and applicable rules and regulations of any authorized agency of the State of Illinois and has duly executed a Power Supply Agreement with the Village.

IV. OPERATIONAL PLAN:

A. Aggregation Services

1. Provider: The Village of Bensenville will use a competent entity as a Provider to perform and manage aggregation services for Members of the Aggregation Program. The Provider shall provide adequate, accurate, and understandable pricing, terms and conditions of service, including but not limited to no switching fees and the conditions under which a Member may opt-out without penalty. The Provider must provide the Village, upon request, an electronic file containing the Members usage, charges for retail supply service and such other information reasonably requested by the Village.

2. Database: The Retail Electric Supplier shall create and maintain a secure database of all Members. The database shall include the name, address, Commonwealth Edison account number, and Retail Electric Suppliers’ account number of each active Member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter reading cycle. The database should be updated at least quarterly. Accordingly, the Provider will develop and implement a program to accommodate Members who (i) leave the Aggregation Group due to relocation, opting out, etc. (ii) decide to join the Aggregation Group; (iii) relocate anywhere within the corporate limits of the Village, or (iv) move into the Village and elect to join the Aggregation Group. This database shall also be capable of removing a Member from the Aggregation Group who has duly

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opted out of the Program. The Provider will use this database to perform audits for clerical and mathematical accuracy of Member electric supply bills. The Provider will make the database available to the Village at any time the Village requests it.

3. Member Education: The Provider shall develop and implement, with the assistance of the Village, as the Village may determine in its sole discretion, an educational program that generally explains the Aggregation Program to all residential and small commercial retail customers in the Village and the Aggregation Group, provides updates and disclosures mandated by Illinois law and applicable rules and regulations, and implements a process to allow any Member the opportunity to opt out of the Aggregation Program according to the terms of the Power Supply Agreement. See Appendix A for further details.

4. Customer Service: Provider shall hire and maintain an adequate customer service staff and develop and administer a written customer service process that will accommodate Member inquiries and complaints about billing and answer questions regarding the Aggregation Program in general. This process will include a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how Members may remit remittance payment, and how collection of delinquent accounts will be addressed. The Provider and the Village will enter into a separate customer service plan agreement or the terms shall be included in the Power Supply Agreement.

5. Billing: Commonwealth Edison will provide a monthly billing statement to each Member which shall include the charges of the Provider, and the Provider will not charge any additional administrative fee.

6. Compliance Process: The Provider shall develop internal controls and processes to ensure that the Village remains in good standing as a Municipal Aggregator and ensure that the Village and the Program complies with the Act and all applicable laws, rules and regulations, as they may be amended from time to time. It will be the Provider's responsibility to timely deliver reports at the request of the Village that will include (i) the number of Members participating in the Program; (ii) a savings estimate or increase from the previous year's baseline; (iii) such other information reasonably requested by the Village; (iv) comparison of the Members' charge for the supply of electricity from one designated period to another identified by the Village. The Provider shall also develop a process to monitor and shall promptly notify the Village in writing of any changes or amendments to the Act or any laws, rules or regulations applicable to the Aggregation Program.

7. Notification to Commonwealth Edison: The residential and small commercial retail customers of ComEd in the Village that do not opt-out of the Aggregation Program will be enrolled automatically in the Aggregation Program by the Provider. Members of the Aggregation Group will not be asked to take affirmative steps to be included in the Aggregation Group. To the extent that ComEd requires notification of participation; the Provider shall provide such notice to ComEd. The Provider will inform ComEd from time to time through electronic means any new members that it is enrolling into the Aggregation Group.

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8. Plan Requirements: Pursuant to the Act, the Provider selected by the Village and the Village shall:

- a. Provide for universal access to all applicable residential customers and equitable treatment of applicable residential customers;
- b. Describe demand management and energy efficiency services to be provided to each class of customers;
- c. Meet any requirements established by law concerning aggregated service offered pursuant to the Act.

9. Solicitation of Bids: Pursuant to the requirements of the Act, the process of soliciting bids for electricity and related services and awarding power supply agreements for the purchase of electricity and other related services by the Village, shall be conducted in the following manner:

- a. The Corporate Authorities of the Village may solicit bids for electricity and other related services.
- b. Notwithstanding Section 16-122 of the Public Utilities Act and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, an electric utility that provides residential and small commercial retail electric service in the Village must, upon request of the Corporate Authorities of the Village, submit to the requesting party, in an electronic format, those names and addresses of residential and small commercial retail electrical retail customers in the Village that are reflected in the electrical utilities records at the time of the request and such other information required by the Act or any applicable rule or regulation of an authorized Illinois agency.
- c. The Village, upon receiving customer information from an electric utility shall be subject to the limitations on the disclosure of that information described in Section 16-122 of the Public Utilities Act and Section 2HH of the Consumer Fraud and Deceptive Practices Act, and an electric utility providing such information shall not be held liable for any claims arising out of the provision of information pursuant to this Section and the Act.

B. Power Supply Agreement

The Corporate Authorities of the Village and the Provider shall duly execute and enter into a Power Supply Agreement to serve the Aggregation Group.

C. The Village of Bensenville's Retail Electric Supplier

The Village may require the Provider to satisfy each of the following requirements in the Power Supply Agreement:

- Have sufficient sources of power to provide retail firm power to the Aggregation Group.

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- Maintain a license as a Federal Power Marketer with the Federal Energy Regulatory Commission.
- Maintain a certification from the State of Illinois as a certified retail electric supplier and any and all other licenses or certifications required by Illinois law.
- Register as a retail electric supplier with ComEd.
- Maintain a Service Agreement for Network Integration Transmission Service under Open Access Transmission Tariff.
- Maintain a Service Agreement under _____ Market-based Rate Tariff.
- Maintain the necessary corporate structure to sell retail firm power to the ComEd residential and small commercial retail customers in the Village and the Aggregation Group.
- Maintain an Electronic Data Interchange computer network that is fully functional at all times and capable of handling the ComEd residential and small commercial retail electric customers in the Village and the Aggregation Group.
- Maintain the marketing ability to reach all ComEd residential and small commercial retail customers in the Village to educate them on the terms of the Aggregation Program and the Act.
- Maintain a call center capable of handling calls from Members of the Aggregation Group.
- Maintain a local or toll-free telephone number for customer service and complaints related to the Village's Aggregation Program.
- Agree in a binding written agreement between the Village and the Provider to hold the
- Village financially harmless and fully indemnifying the Village from any and all financial obligations arising from supplying power to the Aggregation Group.
- Satisfy the credit requirements of the State of Illinois and the Village.
- Have the binding authority (to the satisfaction of legal counsel for the Village) to execute the Power Supply Agreement with the Village and be fully bound by all of its terms and conditions.
- Assist the Village in filing all reports required by the Act and any applicable law, rule or regulation, as may be amended from time to time.
- Assist the Village in developing a Consumer Education Plan.
- Assist the Village in developing a smart-meter program

D. Activation of Service

After a notice is mailed to all residential and small commercial retail electric customers in the Village providing an opportunity to opt out of the Program within a specific period of time, all customers who do not opt out in writing will be automatically enrolled in the Program. Customer enrollment with the Provider will occur thereafter without further action by the customer on terms set forth in the Power Supply Agreement and according to the retail tariffs of Commonwealth Edison.

E. Changes, Extension or Renewal of Service

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The Power Supply Agreement with the Provider will provide when service shall begin and end. If the Power Supply Agreement is extended or renewed, Members will be notified as to any change in rates or service conditions and other information required by law. The Power Supply Agreement shall describe the terms upon which a Member or non-member will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by the Act or any applicable law. Members who opt-out will also be notified of their right to select an alternate retail electric supplier and of their ability to return to ComEd provided supply service.

F. Termination of Service

In the event that any Power Supply Agreement is terminated for any reason prior to the end of the scheduled term, each Member of the Aggregation Group will receive prompt written notification of termination of the Program at least sixty (60) days prior to termination of service under the Agreement. If the Agreement is not extended or renewed, Members will be notified in a manner determined by the Village and any applicable law, prior to the end of any service. Members will also be notified of their right to select an alternate retail electric supplier and of their ability to return to ComEd provided supply service upon termination of the Agreement.

G. Opt-In Procedures

ComEd residential and small commercial retail customers will be automatically enrolled in the Aggregation Program after any opt-out period has expired, unless they timely call the Provider's 800 number and/or return in writing a form to be provided notifying the Provider that they do not want to participate in the Aggregation Program. The Provider shall provide special notice directly to categories of ComEd customers as the Village may direct, and inform such customers of specific potential consequences of their change from existing service from ComEd to the Program, including but not limited to (i) space heating customers, (ii) Real Time (Hourly) pricing customers, (iii) customers using an electrical supplier other than ComEd or the Provider. ComEd residential and small commercial retail customers in the Village may request to join the Aggregation Group after the expiration of any enrollment period by contacting the Provider, who shall accept them into the Aggregation Program, subject to written policies mutually agreed upon between the Village and the Provider in the Power Supply Agreement. The agreed upon policy shall be consistent with ComEd's supplier enrollment requirements. Members of the Aggregation Group who move from one location to another within the corporate limits of the Village shall continue as a Member of the Aggregation Group.

H. Opt-out Procedures

ComEd residential and small commercial retail customers in the Village may opt-out of the Aggregation Program at any time during the opt-out period. The Provider may or may not charge an early termination fee. Members of the Aggregation Group will be allowed to switch to a different electric supplier after the expiration of the opt-out period on the terms set forth in the Power Supply Agreement but at least shall be allowed to opt-out every three years. Requirements for notification of intent to opt-out of the Aggregation Group shall be

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set forth in the Power Supply Agreement. Consumers who opt-out of the Aggregation Group will not be switched from their current supplier or their applicable to ComEd's Standard Service Offer, until the consumer selects an alternate generation supplier. As required by the Act, it shall be the duty of the Village or the Provider if so provided in the Power Supply Agreement, to fully inform residential and small commercial retail customers in the Village in advance that they have the right to opt-out of the Aggregation Program. Such disclosure shall prominently state any charges to be made and shall include full disclosure of the cost to obtain service pursuant to Section 16-103 of the Public Utilities Act, how to access it, and the fact that it is available to them without penalty, if they are currently receiving services under that section. As further required by the Act, the IPA shall furnish, without charge, to any resident of the Village, a list of all supply options available to them in a format that allows comparison of prices and products.

I. Bid Process

The Village may elect to hold an individual bid or participate in a group bid. If the Village elects to participate in a group bid, the Village may use the Northern Illinois Municipal Electric Collaborative Inc. ("NIMEC") to assist with the group bid. The Village will not delegate any signing authority to NIMEC or other entity, but will make its own decision to accept or reject their individual bid resulting from the group bid. Suppliers will present individual bids to each community participating in the bid group. NIMEC will create an advisory group, representing and consisting of those communities participating in the bid, to determine the bid winner(s) on the day of the bid. NIMEC will then recommend that each Village accept the bid winner's individual bid for the Village. The Village will then decide to accept or reject their individual bid. Whether or not each community participating in the bid accepts or rejects their individual bid will have no impact upon the individual bids of the other communities.

V. MISCELLANEOUS GOVERNANCE GUIDELINES

- A. The Corporate Authorities of the Village shall approve by an Ordinance passed by majority vote of the Corporate Authorities this Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- B. The Corporate Authorities of the Village shall contract with a Provider certified by the Illinois Commerce Commission for the provision of Competitive Retail Electric Service to the Aggregation Group.
- C. The Corporate Authorities of the Village will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above in the Power Supply Agreement.
- D. The Corporate Authorities of the Village will require the Provider to maintain either a toll-free telephone number, or a telephone number that is local to the Members.

VI. LIABILITY

THE VILLAGE SHALL NOT BE LIABLE TO PARTICIPANTS IN OR MEMBERS OF

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THE AGGREGATION GROUP FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE AGGREGATION PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY THE VILLAGE OR THE PROVIDER. PARTICIPANTS OR MEMBERS IN THE AGGREGATION GROUP SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE PROVIDER PURSUANT TO THE POWER SUPPLY AGREEMENT, UNDER WHICH SUCH PARTICIPANTS ARE EXPRESS THIRD-PARTY BENEFICIARIES.

VII. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan shall be available from the Village of Bensenville free of charge. Members and residential and small commercial retail customers of ComEd may call Bensenville Village Hall at XXX-XXX-XXXX for a copy of the Plan or for more information.

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Appendix A -- Education Process

The Provider shall develop the educational program in conjunction with the Village. Its purpose will be to explain the Aggregation Program to its members, provide updates and disclosures as mandated by State law and the rules and regulations of any applicable Illinois agency, and provide the opportunity for the Members to Opt-out of the Aggregation Program. The following are components of the education program:

1. Each residential and small commercial retail customer of ComEd within the corporate limits of the Village will receive notification by U.S. Mail stating: what the municipal Aggregation Program means, the procedure which must be followed to Opt-out of the Aggregation Program, the estimated price of electricity for Member of the Aggregation Program, and the deadline for returning the Opt-out form. See sample letter attached.
2. The Provider shall cooperate with the Village to provide opportunities for educating residential and small commercial retail CE customers in the Village about the Program and their rights under the applicable law and rules and regulations. In addition, the Provider and Village will cooperate to provide education about opportunities for energy efficiency measures to help Members reduce energy consumption.
3. The Provider will provide updates and disclosures to the Village and Members as mandated by State law and applicable rules and regulations as amended from time to time.

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Dear Village of Bensenville Resident,

The Village of Bensenville is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where Village officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Illinois Utilities Commission. Village of Bensenville voters approved this program in November, 2012.

After researching competitive electricity pricing options for you, we have chosen _____, to provide you with savings on your electric generation through _____. There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate.

As a member of this aggregation, you are guaranteed to save ____ percent off your Price to Compare. Your Price to Compare is essentially the price you pay for electric generation from the utility and consists of generation and transmission related components, which are the costs associated with generating the power and delivering it through the transmission system.

To estimate what your savings per kilowatt-hour (KWH) will be through this program, locate your Price to Compare on your electric bill. Divide your Price to Compare by 100, then multiply by 0.0____ (____%) to determine your savings per KWH. Multiply that number by your total monthly usage. The final number is how much you can expect to save each month you use the same amount of electricity.

You will see your electric savings from _____ after your enrollment has been completed and your switch has been finalized - approximately 30 - 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the Village of Bensenville electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility - Commonwealth Edison- you have until _____, 2012 to return the attached "opt-out" form. If you do not opt out at this time, you will receive a notice at least every _____ asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to a cancellation fee from _____ - and you might not be served under the same rates, terms and conditions that apply to other customers served by Commonwealth Edison.

After you become a participant in this governmental aggregation program, Commonwealth Edison will send you a letter confirming your selection of _____ as your electric generation provider. As required by law, this letter will inform you of your option to rescind your enrollment with _____ with adequate notice prior to the scheduled switch. To remain in the Village's governmental aggregation program, you don't need to take any action when this letter arrives.

Commonwealth Edison will continue to maintain the system that delivers power to your home - no new poles or wires will be built by _____. You will continue to receive a single, easy-to-read bill from your local electric utility with your _____ charges included. The only thing you'll notice is savings.

If you have any questions, please call _____ toll-free at _____, Monday through Friday, 8 a.m. to 5 p.m. Please do not call the Village of Bensenville with aggregation program questions.

Sincerely,

Village of Bensenville

P.S. To receive these savings, you should not respond. Return the opt-out form only if you do not want to participate in the Village's electric governmental aggregation program.

Option 1: Do nothing and save. If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.

OR

Option 2: Opt out by returning this form. If you do not want to participate in this program, you must return this form before the due date.

Service address (City, state and zip): _____

Phone number: _____

Account holder's signature: _____ Date

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

November 13, 2012

CALL TO ORDER: 1. President Soto called the meeting to order at 6:31 p.m.

ROLL CALL: 2. Upon roll call by Village Clerk, Susan Janowiak, the following Board Members were present:

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

Absent: None

A quorum was present.

PUBLIC HEARING: 3. President Soto opened the public hearing to review the 2013 Budget at 6:33 p.m.

ROLL CALL: Upon roll call by Village Clerk, Susan Janowiak, the following Board Members were present:

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

Absent: None

A quorum was present.

President Soto asked if there were any members of the audience that had any questions or comments. There were none.

Motion: Trustee O'Connell made a motion to close the public hearing. Trustee Ridder seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

President Soto closed the public hearing at 6:35 p.m.

PUBLIC COMMENT:

Al Trejo – 14 Brookwood Street

Mr. Trejo addressed the Village Board in regards to the proposed ordinance that would increase the Village Manager's spending limit to \$20,000 and the Village Directors spending limit to \$2,500. Mr. Trejo expressed his frustration to the proposed ordinance.

Art Markowski – 22 West Belmont

Mr. Markowski stated he was present to address an issue at Elm Court Apartments but did not wish to address the Village Board at this time.

**APPROVAL OF
MINUTES:**

4. The October 23, 2012 Village Board Meeting minutes were presented.

Motion:

Trustee Bartlett made a motion to approve the minutes as presented. Trustee Wessler seconded the motion.

All were in favor. Motion carried.

**WARRANT NO.
12/20:**

4. President Soto presented **Warrant No. 12/20** in the amount of \$1,611,124.31.

Motion:

Trustee Ridder made a motion to approve the warrant as presented. Trustee O'Connell seconded the motion.

ROLL CALL:

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No
60-2012:**

5. President Soto gave the summarization of the action contemplated in **Ordinance No. 60-2012 entitled **An Amending Article 10-9 of the Zoning Ordinance of the Village of Bensenville to Establish "Food Processing" as a Conditional Use in the I-1 Office/Research/Assembly/Industrial District and as an Allowable Use in the I-4 General Industrial District.****

Motion:

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

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler
NAYS: None
All were in favor. Motion carried.

**Ordinance No
61-2012:**

6. President Soto gave the summarization of the action contemplated in **Ordinance No. 61-2012 entitled An Ordinance Concerning the Grant of a Conditional Use Permit to Allow Food Processing at 570 County Line Road, Bensenville, Illinois.**

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

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler
NAYS: None
All were in favor. Motion Carried.

**Ordinance No
62-2012:**

7. President Soto gave the summarization of the action contemplated in **Ordinance No. 62-2012 entitled An Ordinance Adopting the 2012 Tax Levy for the Village of Bensenville DuPage and Cook Counties, for the Fiscal Year Beginning January 1, 2012 and Ending December 31, 2012.**

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

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler
NAYS: None
All were in favor. Motion Carried.

**Ordinance No
63-2012:**

8. Trustee Ridder gave the summarization of the action contemplated in **Ordinance No. 63-2012 entitled An Ordinance Abating the Tax Heretofore Levied for the Year 2012 to Pay Debt Service on \$3,000,000 Series 1998 General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.**

Motion: Trustee O'Connell made a motion to adopt the ordinance as presented. Trustee Wessler seconded the motion.

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

NAYS: None

All were in favor. Motion Carried.

**Ordinance No
64-2012:**

9. Trustee Ridder gave the summarization of the action contemplated in **Ordinance No. 64-2012** entitled **An Ordinance Abating the Tax Heretofore Levied for the Year 2012 to Pay Debt Service on \$1,000,000 Series 2001A General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.**

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

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

NAYS: None

All were in favor. Motion Carried.

**Ordinance No
65-2012:**

10. Trustee Ridder gave the summarization of the action contemplated in **Ordinance No. 65-2012** entitled **An Ordinance Abating the Tax Heretofore Levied for the Year 2012 to Pay Debt Service on \$2,200,000 Series 2003G General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.**

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

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

NAYS: None

All were in favor. Motion Carried.

**Ordinance No
66-2012:**

11. Trustee Ridder gave the summarization of the action contemplated in **Ordinance No. 66-2012** entitled **An Ordinance Abating the Tax Heretofore Levied for the Year 2012 to Pay Debt Service on \$4,000,000 Series 2004D General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.**

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

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

NAYS: None

All were in favor. Motion Carried.

**Ordinance No
67-2012:**

12. Trustee Ridder gave the summarization of the action contemplated in **Ordinance No. 67-2012** entitled **An Ordinance Abating the Tax Heretofore Levied for the Year 2012 to Pay Debt Service on \$3,500,000 Series 2004E General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.**

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

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

NAYS: None

All were in favor. Motion Carried.

**Ordinance No
68-2012:**

13. Trustee Ridder gave the summarization of the action contemplated in **Ordinance No. 68-2012** entitled **An Ordinance Abating the Tax Heretofore Levied for the Year 2012 to Pay Debt Service on \$17,975,000 Series 2011A General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.**

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

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler
NAYS: None
All were in favor. Motion Carried.

**Ordinance No
69-2012:**

14. Trustee Ridder gave the summarization of the action contemplated in **Ordinance No. 69-2012 entitled An Ordinance Abating the Tax Heretofore Levied for the Year 2012 to Pay Debt Service on \$7,205,000 Series 2011B General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.**

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

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler
NAYS: None
All were in favor. Motion Carried.

**Ordinance No
70-2012:**

15. Trustee Ridder gave the summarization of the action contemplated in **Ordinance No. 70-2012 entitled An Ordinance Abating the Tax Heretofore Levied for the Year 2012 to Pay Debt Service on \$1,380,000 Series 2011C General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.**

Motion: Trustee Jarecki made a motion to adopt the ordinance as presented.
Trustee O'Connell seconded the motion.

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler
NAYS: None
All were in favor. Motion Carried.

**Ordinance No
71-2012:**

16. Trustee Ridder gave the summarization of the action contemplated in **Ordinance No. 71-2012** entitled **An Ordinance Abating the Tax Heretofore Levied for the Year 2012 to Pay Debt Service on \$1,630,000 Series 2011D General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.**

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

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

NAYS: None

All were in favor. Motion Carried.

**Ordinance No
72-2012:**

17. Trustee Ridder gave the summarization of the action contemplated in **Ordinance No. 72-2012** entitled **An Ordinance Abating the Tax Heretofore Levied for the Year 2012 to Pay Debt Service on \$1,730,000 Series 2012A General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.**

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

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

NAYS: None

All were in favor. Motion Carried.

**Ordinance No
73-2012:**

18. Trustee Ridder gave the summarization of the action contemplated in **Ordinance No. 73-2012** entitled **An Ordinance Abating the Tax Heretofore Levied for the Year 2012 to Pay Debt Service on \$945,000 Series 2012B General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.**

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

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler
NAYS: None
All were in favor. Motion Carried.

**Ordinance No
74-2012:**

19. Trustee Ridder gave the summarization of the action contemplated in **Ordinance No. 74-2012 entitled An Ordinance Abating the Tax Heretofore Levied for the Year 2012 to Pay Debt Service on \$1,400,000 Series 2012C General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.**

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

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler
NAYS: None
All were in favor. Motion Carried.

**Ordinance No
75-2012:**

20. Trustee Ridder gave the summarization of the action contemplated in **Ordinance No. 75-2012 entitled An Ordinance Abating the Tax Heretofore Levied for the Year 2012 to Pay Debt Service on \$5,345,000 Series 2012E General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois.**

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

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler
NAYS: None
All were in favor. Motion Carried.

**Ordinance No
76-2012:**

21. President Soto gave the summarization of the action contemplated in **Ordinance No. 76-2012** entitled **An Ordinance Adopting the Annual Budget for the Village of Bensenville for the Fiscal Year Commencing January 1, 2013 and Ending December 31, 2013.**

Trustee Peconio read a statement into the record stating why he would vote nay on the proposed budget.

President Soto addressed the issues raised by Trustee Peconio.

Motion:

Trustee Ridder made a motion to adopt the ordinance as presented. Trustee Wessler seconded the motion.

ROLL CALL:

AYES: Bartlett, Jarecki, O'Connell, Ridder, Wessler

NAYS: Peconio

Motion Carried.

**Resolution No
R-96-2012:**

22. President Soto gave the summarization of the action contemplated in **Resolution No. R-96-2012** entitled **A Resolution Approving the Budget and Financial Policies of the Village of Bensenville.**

Motion:

Trustee Wessler made a motion to approve the resolution as presented. Trustee Ridder seconded the motion.

ROLL CALL:

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

NAYS: None

All were in favor. Motion Carried.

**Ordinance No
_____ :**

23. President Soto gave the summarization of the action contemplated in **Ordinance No. _____** entitled **An Ordinance Amending the Bensenville Village Code Purchasing Procedure.**

Motion:

Trustee Bartlett made a motion to table this item and refer it back to the Administration, Finance and Legislation Committee Meeting on November 27, 2012. Trustee Ridder seconded the motion.

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler
NAYS: None
All were in favor. Motion Carried.

**Ordinance No
77-2012:**

24. President Soto gave the summarization of the action contemplated in **Ordinance No. 77-2012 entitled **An Ordinance Amending the Bensenville Village Code Title 8 "Public Ways and Property" by Creating Chapter 11, "Electricity Aggregation Program"**.**

Motion: Trustee Bartlett made a motion to adopt the ordinance as presented. Trustee O'Connell seconded the motion.

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler
NAYS: None
All were in favor. Motion Carried.

**PRESIDENT'S
REMARKS:**

President Soto stated the Village is completing a water rate study. due to the raise of water rates to the Village from the City of Chicago and DuPage County.

President Soto stated the Village Board did not maximize their maximum increase on the 2012 Tax Levy and only approved the increase based on the allowed CIP.

President Soto thanked Village Staff for their work on the 2013 Budget.

**MANAGERS
REPORT:**

Village Manager, Michael Cassady, had no report.

**UNFINISHED
BUSINESS:**

There was no unfinished business.

NEW BUSINESS:

Trustee Ridder announced the Toy Drive and Rotary Coat Drive are currently on going and encourages all Resident to participate.

Trustee Wesseler announced Holiday Magic will take place on November 18, 2012 from 2:00 p.m. until 6:00 p.m.

**EXECUTIVE
SESSION:**

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

Motion: Trustee Bartlett made a motion to recess the meeting and go into Executive Session. Trustee Jarecki seconded the motion.

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

NAYS: None

All were in favor. Motion Carried.

President Soto recessed the meeting at 7:25 p.m.

President Soto called the meeting back to order at 7:49 p.m.

ROLL CALL: Upon roll call by Village Clerk, Susan Janowiak, the following Board Members were present:

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

Absent: None

A quorum was present.

Motion: Trustee Ridder made a motion to approve worker's compensation claim numbers WC2012855030 and WC2012855037 in the amount of \$14,263.49. Trustee Bartlett seconded the motion.

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

NAYS: None

All were in favor. Motion Carried.

**Ordinance No
78-2012:**

President Soto gave the summarization of the action contemplated in **Ordinance No. 78-2012** entitled **An Ordinance of the Village of Bensenville, Illinois Authorizing the Acquisition of a Parcel Commonly Known as "345 E. Green Street" for Corporate Purposes Including the Relocation and Development of a New Police Station.**

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

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

NAYS: None

All were in favor. Motion Carried.

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

All were in favor. Motion carried.

President Soto adjourned the meeting at 7:53 p.m.

Susan Janowiak
Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this _____ day, November, 2012

TYPE: Motion **SUBMITTED BY:** Dan Di Santo **DATE:** November 21, 2012

DESCRIPTION: Approve the 2013 Village Board and Standing Committee Meeting Schedules.

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 type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION: AF&L Unanimous 6-0

DATE: 11/20/12

BACKGROUND:

Each year the Village Board approves their meeting schedule for the upcoming year. Village Board meetings are scheduled at 6:30PM on the second and fourth Tuesdays of the month.

All Standing Committee meetings are held on the second Tuesdays of each month at 6PM – in addition, Standing Committees may be held on the second and fourth Tuesdays of the month following the regularly scheduled Village Board meetings. A list of the Standing Committees is listed below:

- Administration, Finance and Legislation;
- Technology;
- Community and Economic Development;
- Infrastructure and Environment;
- Public Safety; and
- Recreation and Community Building.

KEY ISSUES:

The attached 2013 meeting schedules are consistent with the current meeting schedule approved by the Board in 2012. The following are notable modifications, which are also consistent with years prior:

- April 9th Board Meeting has been cancelled due to the election.
- Only one meeting date is scheduled in July – Standing Committee Meetings and a Village Board meeting will both meet on July 16, 2013.
- Only two meeting dates are scheduled in December – Any Standing Committees and Village Board meetings on December 3rd and 10th.

ALTERNATIVES:

Board Discretion.

RECOMMENDATION:

Staff recommends approval of the proposed 2013 meeting schedule. At their November 20, 2012 meeting, the AF&L Committee unanimously (6-0) approved the schedule.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approve the Resolution.

RESOLUTION NO.

**A RESOLUTION ADOPTING MEETING SCHEDULES FOR THE
VILLAGE BOARD AND STANDING COMMITTEES
FOR THE 2013 CALENDAR YEAR**

WHEREAS, the Village of Bensenville, is a unit of local government in the State of Illinois; and

WHEREAS, the Village is subject to the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.*; and

WHEREAS, pursuant to Section 120/2.03 of the Illinois Open Meetings Act, the Village Board provides for the adoption of an annual schedule of meetings of the Village Board and its Standing Committees; and

WHEREAS, the Village Board has reviewed schedules for its Board meetings and meetings of its respective Standing Committees for the calendar year 2013, both of which schedules are attached hereto and incorporated herein by reference as Exhibit "A."

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 meeting schedules for the Village Board and its respective Standing Committees for calendar year 2013 as set forth in Exhibit "A," is hereby adopted.

SECTION THREE The Village Clerk is hereby directed to post the notice of the calendar of meetings for both the Village Board and its respective Standing Committees for the year 2013 in a prominent location at Village Hall, and, further to provide a copy of this Resolution with Exhibit "A" attached hereto to those news mediate which have filed an annual

request for notice as provided in paragraph (b) of Section 2.02 of the Illinois Open Meetings Act.

SECTION FOUR: This Resolution shall take effect no sooner than 10 days after notice by publication has been given as set forth herein.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 27th day of November, 2012.

APPROVED::

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

Village of Bensenville
Board of Trustees Meeting Schedule
Calendar Year 2013

The Board meeting schedule for Calendar Year 2013 is hereby established to provide for regular Board of Trustee meetings on the dates listed below. Unless indicated otherwise, all regular Board of Trustee meetings shall be held in the Board Room at 12 South Center Street, Bensenville, IL and shall commence at 6:30 p.m.

January 8, 2013

January 22, 2013

February 12, 2013

February 26, 2013

March 12, 2013

March 26, 2013

April 23, 2013

May 14, 2013

May 28, 2013

June 11, 2013

June 25, 2013

July 16, 2013

August 13, 2013

August 27, 2013

September 10, 2013

September 24, 2013

October 8, 2013

October 22, 2013

November 12, 2013

November 26, 2013

December 3, 2013

December 10, 2013

Village of Bensenville
Village Board Schedule for Committee Meetings
Calendar Year 2013

The following are the meeting schedules for the Standing Committees of the Village Board for Calendar Year 2013. These schedules are hereby established to provide for regular Committee meetings on the dates listed below. Unless indicated, all regular Committee meetings begin at 6:00 p.m. Unless indicated otherwise, all regular Committee meetings shall be held in the Board room at 12 South Center Street, Bensenville, IL. The Standing Committees of the Village are as follows:

Administration, Finance and Legislation Committee
Community and Economic Development Committee
Infrastructure and Environment Committee
Public Safety Committee
Recreation and Community Building Committee
Technology Committee

January 8, 2013

- Any Committee

January 15, 2013

- Administration, Finance and Legislation Committee
- Community and Economic Development Committee
- Infrastructure and Environment Committee
- Public Safety Committee
- Recreation and Community Building Committee
- Technology Committee

January 22, 2013

- Any Committee

February 12, 2013

- Any Committee

February 19, 2013

- Administration, Finance and Legislation Committee
- Community and Economic Development Committee

- Infrastructure and Environment Committee
- Public Safety Committee
- Recreation and Community Building Committee
- Technology Committee

February 26, 2013

- Any Committee

March 12, 2013

- Any Committee

March 19, 2013

- Administration, Finance and Legislation Committee
- Community and Economic Development Committee
- Infrastructure and Environment Committee
- Public Safety Committee
- Recreation and Community Building Committee
- Technology Committee

March 26, 2013

- Any Committee

April 16, 2013

- Administration, Finance and Legislation Committee
- Community and Economic Development Committee
- Infrastructure and Environment Committee
- Public Safety Committee
- Recreation and Community Building Committee
- Technology Committee

April 23, 2013

- Any Committee

May 14, 2013

- Any Committee

May 21, 2013

- Administration, Finance and Legislation Committee
- Community and Economic Development Committee
- Infrastructure and Environment Committee
- Public Safety Committee

- Recreation and Community Building Committee
- Technology Committee

May 28, 2013

- Any Committee

June 11, 2013

- Any Committee

June 18, 2013

- Administration, Finance and Legislation Committee
- Community and Economic Development Committee
- Infrastructure and Environment Committee
- Public Safety Committee
- Recreation and Community Building Committee
- Technology Committee

June 25, 2013

- Any Committee

July 16, 2013

- Administration, Finance and Legislation Committee
- Community and Economic Development Committee
- Infrastructure and Environment Committee
- Public Safety Committee
- Recreation and Community Building Committee
- Technology Committee

August 13, 2013

- Any Committee

August 20, 2013

- Administration, Finance and Legislation Committee
- Community and Economic Development Committee
- Infrastructure and Environment Committee
- Public Safety Committee
- Recreation and Community Building Committee
- Technology Committee

August 27, 2013

- Any Committee

September 10, 2013

- Any Committee

September 17, 2013

- Administration, Finance and Legislation Committee
- Community and Economic Development Committee
- Infrastructure and Environment Committee
- Public Safety Committee
- Recreation and Community Building Committee
- Technology Committee

September 24, 2013

- Any Committee

October 8, 2013

- Any Committee

October 15, 2013

- Administration, Finance and Legislation Committee
- Community and Economic Development Committee
- Infrastructure and Environment Committee
- Public Safety Committee
- Recreation and Community Building Committee
- Technology Committee

October 22, 2013

- Any Committee

November 12, 2013

- Any Committee

November 19, 2013

- Administration, Finance and Legislation Committee
- Community and Economic Development Committee
- Infrastructure and Environment Committee
- Public Safety Committee
- Recreation and Community Building Committee
- Technology Committee

November 26, 2013

- Any Committee

December 3, 2013

- Any Committee

December 10, 2013

- Any Committee

TYPE: Resolution **SUBMITTED BY:** Dan Di Santo **DATE:** November 21, 2012

DESCRIPTION: Consider a Resolution authorizing the Village Manager to execute a contract with Chad Norris for video production services in an amount not to exceed \$44,928.00.

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 type="checkbox"/>	Major Business/Corporate Center
<input type="checkbox"/>	Safe and Beautiful Village	<input type="checkbox"/>	Vibrant Major Corridors

COMMITTEE ACTION: AF&L Unanimous 6-0

DATE: 11/20/12

BACKGROUND:

Chad Norris currently provides video production services to the Village and his contract expires on December 31, 2012.

KEY ISSUES:

Continuation of contractual video production services are needed to provide video editing, studio production, and camera work for *Spotlight on Bensenville* as well as the recording of Village Board Meetings and assistance in cable promotional segments for four days each week or the equivalent of 32 hours.

ALTERNATIVES:

1. Discretion of the Committee.

RECOMMENDATION:

Staff recommends approval of the contract with Chad Norris, Video Specialist for the period beginning January 1, 2013 and ending December 31, 2013 at a cost not-to-exceed \$27 an hour, paid bi-weekly. This represents a \$1 an hour increase over 2012. We are pleased with Chad's performance over the current contract term and recommend a contract extension.

At their November 20, 2012 meeting the AF&L Committee unanimously recommended approval (6-0) of this contract.

BUDGET IMPACT:

Not to exceed amount of \$44,928.00 is included in the 2013 Budget.

ACTION REQUIRED:

Approve the Resolution authorizing the Village Manager to execute a contract with Chad Norris for video production services.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT
WITH CHAD NORRIS FOR THE PROVISION OF
VIDEO PRODUCTION SERVICES**

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, continuation of contractual video production services are needed by the VILLAGE to provide video editing, studio production, and camera work for *Spotlight on Bensenville* as well as the recording of Village Board Meetings and assistance in cable promotional segments for four days each week or the equivalent of 32 hours; and

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

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

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 Video Production Specialist Contract as recommended by Village Staff, and as set forth in the proposal attached hereto as Exhibit “A,” with such additions and revisions thereto as the Village Attorney shall require.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 27th day of November, 2012.

APPROVED:

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

VIDEO PRODUCTION SPECIALIST CONTRACT
**Avid / Final Cut HD Editor, Studio Production, Motion Graphics Artist
& Camera Operator**

THIS AGREEMENT, made and entered into this 1st day of January , 2013, by and between the Village of Bensenville, an Illinois municipal corporation, hereinafter called "Village," as party of the first part, and **Chad Norris**, hereinafter called "Contractor," as party of the second part, both of whom understand and agree as follows:

RECITALS

WHEREAS, the Village desires to retain Contractor to provide for the Village those certain services as specified and described below; and

WHEREAS, Contractor desires to provide said services for the Village; and

WHEREAS, it is the desire of the Village and Contractor to establish the terms and conditions of the contractual relationship established hereby, all as specified and provided below.

TERMS AND CONDITIONS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION I. RECITALS

The foregoing recitals are hereby incorporated by reference and reaffirmed as if fully recited and reaffirmed herein.

SECTION II. DUTIES

The Village hereby retains Contractor to provide for the Village those certain services specified as follows: ***Providing Video Editing, Studio Production, and Camera work for the Cable Access Show Spotlight, as well as the recording of Village Board Meetings and assisting in cable promotional segments for Four (4) days of each week or equivalent of 32 hours each week. Any additional services required beyond the contracted four days a week will be billed at \$27.00 an hour and need pre-approval from the Village Manager.***

SECTION III. TERM

This Agreement shall be in full force and effect from and after January 1, 2013, and shall be effective through to December 31, 2013

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of either party to terminate this Agreement at any time, for any or no reason, in such party's sole and absolute discretion, subject only to fourteen (14) calendar days advance written notice to the other party of any such termination.

SECTION IV. CONTRACT RATE OF PAY

For services rendered by Contractor pursuant hereto, the Village agrees to pay to Contractor, and Contractor agrees to accept from the Village, a total contract payment in the not-to-exceed amount of **\$ 44,928.00**, which not-to-exceed contract amount shall be paid in the following installments:

Installment Payment Amount

Date of Installment Payment

\$1728.00 Bi-Weekly
(32 hours a week @ \$27.00 per/hr)

January 1, 2013 - December 31, 2013

SECTION V. RELATIONSHIP OF THE PARTIES

It is expressly understood, acknowledged and agreed that it is not the intention or purpose of the parties for this Agreement to create, nor shall the same be construed as creating, any type of an employment relationship between the parties. That is, the Contractor is, and at all times shall be, considered to be an independent contractor of the Village, and in no way an agent or employee of the Village.

Except for those contract payments specified in Section IV above, Contractor shall not be entitled to receive any other payments, remuneration, insurance coverage (life, health or otherwise), disability benefits, retirement benefits, workman's compensation benefits, or any other employment benefits of any kind or type. Further, Contractor shall be responsible for the filing and payment of any and all state, local and/or federal taxes incurred by Contractor and arising by reason of this Agreement.

Except as may be otherwise provided herein, Contractor may not and shall not bind the Village to any obligation without the Village's prior written consent.

SECTION VI. NOTICES

Notices pursuant to this Agreement shall be given by hand delivery, or by deposit in the custody of the United States Postal Service, postage prepaid, return receipt requested, and addressed as follows:

- (1) Village: Village Manager
Village of Bensenville
12 S. Center Street
Bensenville, Illinois 60106

- (2) Contractor: **Chad Norris**
2858 Brown St.
Portage, Indiana 46368
219-916-2474 phone

Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION VII. ADDITIONAL PROVISIONS

The text herein shall constitute the entire agreement between the parties.

This Agreement may be amended or modified only by written instrument signed by both the Village and Contractor.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Village of Bensenville has caused this Agreement to be signed and executed on its behalf by its Village Manager, and **Chad Norris** has signed and executed this Agreement, both in duplicate, the day and year first above written.

Mike Cassady, Village Manager

Chad Norris, Video Production Specialist

TYPE: Resolution **SUBMITTED BY:** Gary Ferguson

DATE: November 21, 2012

DESCRIPTION: Resolution authorizing the execution of an agreement with Underwriters Safety & Claims, Inc. for provision of Excess Workers Compensation Insurance with Safety National Casualty Corporation from December 1, 2012 to December 1, 2014

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: AF&L – APPROVED (6-0)

DATE: 11/20/12

BACKGROUND: The Village of Bensenville is self-insured for workers' compensation and since 2007 Underwriters Safety & Claims has been the Village's third party administrator (TPA) for claims. The Village also holds an Excess Workers' Compensation Insurance policy that expires on November 30, 2012, therefore the Village must renew its policy prior to December 1, 2012.

KEY ISSUES: Unfortunately, due to changes in the excess workers compensation marketplace, Safety National has increased their self-insured retention and premium, which is impacting all of their clients. Our quote from Safety National is increasing from \$24,481 to \$50,010 in 2013, which reflects their intention of raising all of their clients to the \$50,000 mark. Safety National controls the municipal excess workers compensation market in Illinois and they also offer the lowest costs. According to our TPA, the only other market that has been known to quote below \$50,000 is Midwest Employers, who indicated they would be even higher than the \$72,000-\$81,000 range they quoted us a few years ago.

Our TPA and staff recommend a two year contract with Safety National for a minimum premium of \$95,000, which locks in an 18% rate (based on payroll). The two year rate protects the Village from expected rate increases of 25% next year.

ALTERNATIVES:

- Enter a one-year contract
- Discretion of the Board

RECOMMENDATION: Staff recommends renewing our third party administrator contract with Underwriters Safety & Claims and our Excess Workers Compensation Insurance contract with Safety National Casualty Corporation for two-years.

The AF&L Committee unanimously (6-0) recommended approval at their November 20, 2012 meeting.

BUDGET IMPACT: \$119,000 total for the two-year period. Underwriters' TPA fee is \$12,000 per year and the two-year minimum premium from Safety National is \$95,000. We expected a significant increase in our premium; however the quoted amount is still \$8,775 more than was budgeted in 2013. ACCT#: 11020150 562550 (Claim Payments – Workers Comp)

ACTION REQUIRED: Pass the Resolution.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH THE UNDERWRITERS SAFETY & CLAIMS, INC.
FOR THE PROVISION OF CERTAIN INSURANCE
WITH SAFETY NATIONAL CASUALTY CORPORATION**

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 is in receipt of a renewal proposal from Underwriters Safety & Claims, Inc., that provides for the continued provision of Excess Workers Compensation Insurance with Safety National Casualty Corporation; and

WHEREAS, the VILLAGE has determined that it is reasonable, necessary, and desirable to renew said policy on terms in substantial compliance with the proposal attached hereto and incorporated herein by reference as Exhibit “A”; and

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

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

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 an agreement for provision of Excess Workers Compensation Insurance through Safety National Casualty Corporation as recommended by Village Staff, and as set forth in the proposal attached hereto as Exhibit “A,” with such additions and revisions thereto as the Village Attorney shall require.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 27th day of November, 2012.

APPROVED:

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

Safety National Casualty Corporation
1832 Schuetz Road
St. Louis, MO 63146

PHONE # (314) 995-5300

FAX # (314) 995-3843

TO:	THE UNDERWRITERS GROUP INC.	ATTN:	Mr. George Young
PHONE:	(630) 357-7680	FAX:	
FROM:	Don Bedford	DATE:	10/15/2012

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Name of Risk: **VILLAGE OF BENSENVILLE**

Account: 6020872 Previous Policy Number: AGC4042954

Specific & Aggregate Excess

Contract Terms	Option 318664992		Option 318665177	
Liability Period	12/01/2012 - 12/01/2013		12/01/2012 - 12/01/2014	
Payroll Reporting Period	12/01/2012 - 12/01/2013		12/01/2012 - 12/01/2013	
Payroll	\$ 8,338,912		\$ 8,338,912	
Manual Premium	\$ 298,748		\$ 298,748	
Experience Modification Factor	1.000		1.000	
Standard Premium	\$ 298,748		\$ 298,748	
Self-Insured Retention	All Other	\$ 500,000	All Other	\$ 500,000
	EMT/Police/Fire	\$ 600,000	EMT/Police/Fire	\$ 600,000
Specific Limit	Statutory		Statutory	
Employers Liability Limit	Per Occ	\$ 1,000,000	Per Occ	\$ 1,000,000
Loss Fund Rate	Rate % Std Premium	340.00 %	Rate % Std Premium	275.00 %
Estimated Loss Fund	\$ 1,015,743		\$ 1,643,114	
Minimum Loss Fund	\$ 1,015,743		\$ 1,643,114	
Aggregate Excess Limit	\$ 5,000,000		\$ 5,000,000	
Loss Limitation	All Other	\$ 500,000	All Other	\$ 500,000
	EMT/Police/Fire	\$ 600,000	EMT/Police/Fire	\$ 600,000
Premium Rate	Rate % Std Premium	16.74 %	Rate % Std Premium	18.00 %
Deposit Premium	\$ 50,010		\$ 53,775	
Minimum Premium	\$ 50,010		\$ 95,000	

Safety National Casualty Corporation

1832 Schuetz Road

St. Louis, MO 63146

PHONE # (314) 995-5300

FAX # (314) 995-3843

TO:	THE UNDERWRITERS GROUP INC.	ATTN:	Mr. George Young
PHONE:	(630) 357-7680	FAX:	
FROM:	Don Bedford	DATE:	10/15/2012

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Endorsements:

XWC 0291 00 0708 VOLUNTARY COMPENSATION ENDORSEMENT-PREMIUM DELINEATION

XWC 0557 00 1092 SELF-INSURED RETENTION PER OCCURRENCE - POLICE OFFICERS & DRIVERS

ILLINOIS MANDATORY ENDORSEMENT(S), IF APPLICABLE

XWC 1061 10 1207 POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

XWC 1198 00 0707 SELF-INSURED RETENTION ENDORSEMENT - EMTs, PARAMEDICS AND FIREFIGHTERS - ILLINOIS

Comments:

1. Included in our quote are the MAP Client Services. These resources consist of both risk control and claim services including: Safety Essentials On-line; Workers' Comp Kit; Safety Training Source; and Best Doctors Catcare and Ask Best Doctors programs - which provide in-depth case review by world renowned doctors.
2. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended, terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 85% of covered terrorism losses exceeding a deductible paid by us. The Act contains \$100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%

Safety National at a Glance



Proceed with Safety™

Company History and Background

- Specialists in Workers' Compensation since 1942
- Licensed and admitted in all 50 states, the District of Columbia and Canada
- Exclusive distribution through brokers and agents
- Longest continual provider of Excess Workers' Compensation in America
- Leading provider of Excess Workers' Compensation with more than 30% domestic market share
- High level of dedication, knowledge, experience and quality service distinguish us in the marketplace
- Named one of the "Best Places to Work" by Business Insurance magazine

Financial Strength and Stability*

- Policyholders' surplus - \$895 million (13.9% increase over 6/11) and \$3.1 billion in assets
- A.M. Best Rating "A" (Excellent) Financial Size Category XI
- Standard & Poor's "A" (Strong)
- A wholly-owned subsidiary of Tokio Marine Holdings, with approximately \$216 billion in assets and A.M. Best Rating "A++" (Superior), Financial Size Category XV

Products and Services

- Excess Workers' Compensation
 - Specific and Aggregate Excess Coverage for individual or group self-insureds
 - Monoline Aggregate Coverage
- Self-Insurance Bonds
- Loss Portfolio Transfers (LPT)
- TEXcess®- Texas Non Subscriber Program
- Treaty Reinsurance
- Public Entity Multi-Line Coverage
- Large Casualty Program
 - Large Deductible Workers' Compensation
 - Auto and General Liability
- Alternative Risk Programs
- MAP Client Services
 - Risk Control Services
 - Best Doctors partnership

* as of June 30, 2012

Safety National

1832 Schuerz Road
St. Louis, Missouri 63146

Phone 888.995.5300 (toll-free)
314.995.5300

E-mail info@safetynational.com
Web www.safetynational.com

**THIRD-PARTY ADMINISTRATIVE SERVICES AGREEMENT
(Workers' Compensation & Liability)**

This Third Party Administrative Services Agreement ("Agreement") is made as of the 1st day of December, 2012 ("Effective Date") by and between Underwriters Safety & Claims, Inc. ("US&C") and the Village of Bensenville ("Client").

RECITAL

Client desires to engage the services of US&C for purposes of administering Client's workers' compensation self-insured or large deductible insurance program and US&C agrees to provide the administrative and other services specifically set forth in this Agreement, all on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, and for such other and further considerations, the parties hereby agree as follows:

1. Term of Agreement:

This Agreement shall commence at 12:01 a.m. on the Effective Date above written and shall remain in full force and effect until cancelled in accordance with Paragraph 7 hereof.

2. US&C Duties:

During the term of this Agreement, US&C shall provide the following services pertaining to Client's workers' compensation obligations:

- (a) Receive notice of and create a file on each reported claim and maintain each file for Client.
- (b) Investigate claims as required to determine their validity and compensability.
- (c) Determine proper benefits due on compensable claims.
- (d) In accordance with established payment procedures, make timely payment of benefits due out of the Claims Fund Account to be funded by Client.
- (e) Prepare documentation and assist in the defense of cases; represent Client at the appropriate governmental agencies of the involved state; to the extent legally permitted, represent Client at conferences; recommend legal counsel and supervise legal counsel selected by Client.
- (f) Maintain and provide to Client pertinent data on all claim payments.
- (g) Provide loss reports to Client.
- (h) Make timely written reports to Client's excess workers' compensation carrier to comply with the reporting requirements of Client's excess

workers' compensation policy, and provide to Client a copy of all such reports.

- (i) Advise Client in writing of major developments arising in the investigation, adjustment and settlement of significant claims.
- (j) Seek Client's approval of any proposed lump sum settlement.
- (k) Make available to Client or its authorized representative all claim files subject to this Agreement for the purpose of audit or claim review at any time during normal business hours of US&C, provided that forty-eight (48) hours advance notice of intent to conduct a claim audit or review is provided to US&C. If more than four (4) days are required for such reviews during any annual term of this Agreement, US&C reserves the right to charge an additional fee of up to \$1,000 per day for each day in excess of four (4) days.
- (l) Provide Client with managed care services provided by or through Bluegrass Health Network, Inc.

3. Client Duties:

In addition to any other obligations set forth in this Agreement, Client agrees:

- (a) To promptly provide all claims information to US&C.
- (b) To cooperate with US&C and its representatives in the investigation and defense of claims.
- (c) To provide witnesses as reasonably required regarding the defense and investigation of any claims.
- (d) To render decisions concerning payment of claims, and on all matters relating thereto, on a timely basis.
- (e) To be solely responsible for providing sufficient funds required for payment of benefits, fees, and expenses.
- (f) To promptly deliver funds as required to carry out this Agreement as and when requested by US&C.

4. Claims Fund Account:

- (a) US&C agrees to maintain a Claims Fund Account at a federally insured bank from which payments will be made to satisfy Client's workers' compensation and Allocated Claim Expense obligations.
- (b) Client agrees to timely provide funds for the Claims Fund Account in amounts requested by US&C.
- (c) At no time will US&C be required to extend credit or advance its own funds to satisfy Client's payment obligations and in no event will US&C be liable for fines, penalties, or other consequences arising from or related to Client's failure to properly and timely fund the Claims Fund Account.

5. Allocated Claim Expenses:

US&C will pay all Allocated Claim Expenses from the Claims Fund Account. Allocated Claim Expenses are all expenses incurred in connection with the investigation, adjustment, settlement or defense of Client claims. Allocated Claim Expenses includes, but is not limited to, those charges incurred for:

- (a) Attorneys and experts;
- (b) Court cost, depositions, court reporter and related expenses;
- (c) Independent medical examinations of claimants;
- (d) Appraisers and Independent Adjusters;
- (e) Surveillance and private investigation;
- (f) Index Bureau (ISO) and Office of Foreign Assets Control (OFAC);
- (g) Electronic Data Interchange (EDI) if required by state law;
- (h) Managed care expenses including, but not limited to, utilization review, nurse case management, PPO networks, medical bill audits and medical bill review;
- (i) Subrogation;
- (j) Medicare set-aside allocations and related expenses;
- (k) Medical records, personnel records and other similar documents; and
- (l) Medicare, Medicaid, SCHIP Extension Act (MMSEA) Section 111 eligibility queries and reporting required by federal law.

6. Service Fee Agreement:

Client agrees to pay to US&C service fees as set forth in Exhibit A hereof. US&C will send invoices to Client at the periodic intervals specified in Exhibit A which shall be paid no later than fourteen (14) days from receipt.

7. Termination of Agreement:

- (a) This Agreement can be terminated by either party upon at least sixty (60) days written notice to the other party. If Client terminates this Agreement but fails to provide the required sixty (60) days written notice thereof, Client will pay as an agreed liquidated damage to US&C the sum of \$300 for each day that the required notice was not given.
- (b) At its option, US&C can terminate this Agreement upon at least fourteen (14) days written notice to Client if Client does not pay US&C's service fees when due or if Client fails to fund the Claims Fund Account as required by US&C.
- (c) No services will be performed by US&C under this Agreement after the date this Agreement is terminated, and US&C will turn over all Client files as set forth in Paragraph 8 hereof. However, upon Client's request

and subject to written agreement by US&C, US&C will be paid a reasonable and negotiated fee to:

- (1) Provide continued adjustment and administration of open claim files existing as of the date of termination of this Agreement;
- (2) Cooperate with any successor administrator in the transfer of all functions, and, if requested by Client, provide a runoff listing of open claim files and other records reasonable and necessary for the successor administrator; and/or
- (3) Provide a printed version of the claim data.

8. Ownership of Files and Records:

- (a) All claim files generated by US&C as a result of its activity pursuant to this Agreement shall remain the property of Client with the exception of those records identified in (b) hereof. After the termination of this Agreement and settlement of all accounts with US&C, upon request of Client, all claim data shall be electronically transmitted to Client at the address specified by Client.
- (b) Manuals, forms, US&C files and reports, customer lists, computer records, financial and strategic data, information which documents US&C's processes, procedures and methods and information and data which US&C employs to administer programs, other than Client's program, shall at all times be and remain the exclusive property of US&C and Client shall not have any ownership, interest, right to duplicate or right to utilize such items except for documentation or information that specifically and solely relates to Client's program.

9. Independent Contractor:

US&C is an independent contractor and nothing contained in this Agreement shall be construed to create any relationship between US&C and Client. US&C is retained by Client as an independent contractor and solely for the purposes and to the extent set forth in this Agreement.

10. Notices:

Any notice by US&C to Client required or permitted to be given under the terms of this Agreement shall be given in writing and sent by registered or certified mail to Client at the last known address of Client.

Any notice by Client to US&C required or permitted to be given under this Agreement shall be given in writing and sent by registered or certified mail to the attention of US&C's President at the last known address of US&C.

11. Waiver:

The waiver by US&C or Client of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provision.

12. Indemnity:

- (a) US&C will indemnify and hold Client harmless with respect to actions commenced against Client arising out of any error or omission by US&C or its employees, provided the basis for such proceedings were not the direct result of direction given by Client and acted upon by US&C under the terms of this Agreement.
- (b) Client agrees to indemnify and hold US&C and its employees harmless from any loss, damage, liability, judgment, claims and expenses arising out of Client's performance, or lack thereof, of its duties and obligations under the terms of this Agreement or actions taken by US&C at the direction of Client.

13. Taxes:

All prices and fees for US&C's services are exclusive of any and all federal, state, and local sales, use, excise, franchise, or other applicable taxes. Client agrees to pay any such taxes levied as a result of this Agreement and any services performed thereunder, regardless of whether the applicable tax was in existence on the first day of this Agreement.

14. Non-Solicitation of Employees:

During the term of this Agreement and for two (2) years thereafter, Client and US&C mutually agree not to recruit, solicit or hire, directly or indirectly, any employee of the other without written permission.

15. Governing Law:

The interpretation and validity of this Agreement shall be governed by the laws of Illinois.

16. Entire Agreement:

This Agreement, together with any written amendments and exhibits thereto, contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement, or the simultaneous writings heretofore identified. All prior understandings, terms or conditions, are deemed merged in this Agreement. This Agreement may be changed or supplemented only in writing signed by the parties. In the event that a conflict shall arise regarding the wording or interpretation of this Agreement, and that of any supplemental written agreement, amendment, or exhibit hereto, then in such event the wording and interpretation of said supplemental written agreement, amendment or exhibit shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

WITNESS: _____
FOR: _____ (Client)
BY: _____
TITLE: _____
DATE: _____

WITNESS: _____
FOR: Underwriters Safety & Claims, Inc. (US&C)
BY: _____
TITLE: VP TPA Services
DATE: October 15, 2012

EXHIBIT A
THIRD-PARTY ADMINISTRATIVE SERVICES AGREEMENT

Pursuant to Paragraph 6 of the Agreement, the service fees of US&C will be determined as follows:

Workers' Compensation

Client shall pay US&C an annual minimum and deposit service fee of \$12,000 to handle workers' compensation claims incurred during the term of the contract and provide up to 2 days of loss control service. The service fee will be adjusted after the service term based on the rate of 0.1 per \$100 audited payroll. Client shall pay US&C \$30 per claim per month to handle open claims during the term of the contract when the claims are open more than 3 years from the date incurred. The \$12,000 total deposit fee is to be paid prior to January 1, 2013. This Agreement will continue on an annual basis thereafter under the same terms and conditions, unless negotiated changes are incorporated into this Agreement by the execution of a separate endorsement by the parties. At the conclusion of the contract period, client will prepare a report of payroll. The Client shall pay to US&C any fee due above that paid as a deposit. If the deposit is in excess of the actual fee due, the minimum service fee applies.

Medical bills - will be reduced by fee schedule or usual & customary, applicable PPO and other discounts, at a charge of \$7.50 per bill + 30% of savings below fee schedule or usual & customary rates.

US&C will serve as the Client's Account Manager on files that US&C administers for the Client, to assist with Section 111 MMSEA queries and reporting. Queries will be completed by US&C as required by the MMSEA at \$7 each, and will be charged to the claim files as allocated expense. An additional allocated expense of \$25 will be charged when file reporting of confirmed Medicare eligible claimants is required and accomplished.

**ADMINISTRATIVE SERVICES AGREEMENT
(Loss Control Services)**

Underwriters Safety & Claims (US&C) and the Village of Bensenville.

This Agreement will commence at 12:01 a.m., December 1, 2012 and remain in effect as long as the Administrative Services Agreement (Workers' Compensation) entered into by the parties to this Agreement remains in force; unless otherwise mutually agreed.

US&C and Client agree that all services specified will be provided by US&C pursuant to the terms and conditions of this Agreement.

1. DISCLAIMER AND LIMITATION OF LIABILITY

All existing and future physical conditions of the property and procedures of Client, its directors, officers, agents and employees, and all compliance with existing or future common law and the laws, regulations or standards of government, trade or industry, and all matters and decisions relating thereto, are the sole responsibility of Client, and US&C undertakes no obligation or responsibility whatsoever in regard thereto. US&C, its directors, officers, agents and employees, shall not be liable to Client, its directors, officers, agents or employees, or to any third party, whether in contract or tort theory, arising directly or indirectly out of any error, omission or negligent act of US&C with respect to discovery, disclosure, elimination, preservation, or creation of, or advice or recommendation concerning, either any defect, danger or hazard to the health or safety of persons or property or any noncompliance with common law or the laws, regulations or standards of any government, trade or industry. Client hereby waives any claim against US&C which in any manner arises out of or is related to the performance of the services specified in this Agreement.

2. SERVICES

US&C shall perform the following services for Client:

- (a) Up to 2 (two) days of loss control service a year followed by written reports at Local locations determined by Client.

3. COST OF SERVICES

The US&C fee for services provided under this Agreement are included under Attachment A of the Administrative Services Agreement (Workers' Compensation) effective December 1, 2012.

4. INDEPENDENT CONTRACTOR

US&C is retained by Client only for the purposes and to the extent set forth in this Agreement, and its relationship to Client shall be that of an independent contractor.

5. NON-WAIVER

The waiver by US&C or Client of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter from enforcing any such provision.

6. INDEMNITY AGREEMENT

The Client agrees to defend, indemnify and save harmless US&C from any and all loss, damage, liability, judgments and claims (including, without limiting the generality of the foregoing, legal fees and disbursements paid or incurred by US&C to enforce the provisions of this paragraph), arising directly or indirectly out of US&C's performance of its obligations under this Agreement except for the sole negligence of US&C. As used herein, "US&C" includes the officers and directors of US&C and any other person directly or indirectly employed by US&C or performing the work under this Agreement under the direction of US&C, or anyone for whose acts any of them may be liable in carrying out the provisions of this Agreement. This indemnity provision applies to acts or omissions caused in whole or in part by any party indemnified hereunder. This indemnity shall include payment of all court costs, expenses and legal fees incurred by any party indemnified hereunder.

US&C shall notify Client of any claim covered by this Indemnity Agreement as soon as reasonably practicable and Client shall immediately assume all responsibility therefor and shall so notify US&C in writing. The obligations of the Client under this paragraph shall survive termination of this Agreement.

7. GOVERNING LAW

The law of Illinois shall govern the interpretation of this Agreement.

8. INTEGRATION

This Agreement sets forth all of the terms, conditions and agreements of the parties relative to the subject matter hereof, and supersedes any and all former agreements with respect thereto. There are no terms, conditions, or agreements with respect thereto except as herein provided. Representations or statements by any representative of US&C not stated herein are not binding on US&C. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

9. FUTURE SERVICES

Client and US&C may agree from time to time with respect to other services which shall be performed by US&C for the Client. Client and US&C will agree in writing with respect to the nature and extent of such future services and except therefor all of the terms and conditions of this Agreement shall govern the performances of such services by US&C.

10. ENTIRE AGREEMENT

This Agreement, together with any written agreements which shall have been executed from time to time during the term hereof, contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement or the simultaneous writings heretofore referred to. All prior understandings, terms or conditions are deemed merged in this Agreement. This Agreement may be changed or supplemented only in writing signed by the parties, and may neither be changed nor supplemented orally. In the event that a conflict shall arise regarding the wording or interpretation of this Agreement and that of any supplemental written agreement or amendment hereto, then in such event the wording and interpretation of said supplemental written agreement or amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

FOR: Village of Bensenville (Client)

BY: _____

WITNESS:

TITLE: _____

DATE: _____

FOR: Underwriters Safety & Claims, Inc. (US&C)

BY: _____

WITNESS:

TITLE: VP – TPA Services

DATE: October 15, 2012

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 11/20/2012

DESCRIPTION: Resolution approving Change Order Number One with A Lamp Concrete Contractors, Inc. for an increase of \$9,564.86 for the Volk Brothers CDBG Project – Phase II for a revised and final contract cost of \$877,782.86

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: I & E (unanimous approval)

DATE: 11/20/2012

BACKGROUND: The Volk Brothers CDBG Project – Phase II was designed to convert the rural roadway cross section to an urban roadway cross section on Wood Avenue (Foley Street to Henderson Street), Foley Street (Wood Avenue to Grove Avenue), and Henderson Street (Wood Avenue to Grove Avenue). The project included the installation of new storm sewer, curb and gutters, driveway aprons, sidewalks, and a widened asphalt roadway.

Funding for this project (50% project costs up to \$752,000) was being provided through the Federal Community Development Block Grant (CDBG) program administered by DuPage County. We also planned to utilize two other member initiative grants received through Representative Saviano (\$400,000) and Senator Pankau (\$150,000).

The Village Board awarded the construction contract to A Lamp Concrete Contractors, Inc. on April 24, 2012 in the amount of \$868,218 (R-47-2012). The project went very smoothly, reaching substantial completion prior to Labor Day. Due to back order on the storm water treatment unit, the project did not reach final completion until September 20, 2012.

KEY ISSUES: The Project team has reached agreement on all contract items and quantities. Change Order No. 1 (FINAL) reflects changes in bid quantities (some items were over quantity while others were under quantities) and additional items deemed necessary by the project team. Change Order No. 1 (FINAL) results in an increase of \$9,564.86, resulting in a final construction cost of \$877,782.86. Upon approval of this final and balancing change order, the project may be closed.

ALTERNATIVES: Discretion of the Village Board

RECOMMENDATION: Staff recommends approval of Final Balancing Change Order No. 1 (FINAL). This change order was unanimously approved by the I&E Committee at their November 20, 2012 meeting.

BUDGET IMPACT: CY-2011 included \$1,500,000 for this project in the capital budget of which \$1,300,000 (CDBG - \$750,000; DCEO (Saviano) \$400,000; and DCEO (Pankau) \$150,000) was to be funded through potential grant monies. We received up to \$752,000 in CDBG funding of which we are capped at 50% of the final construction cost of this project (\$438,891.43). We have received confirmation that we will be awarded the \$400,000 DCEO grant. We are waiting on final determination of the \$150,000 DCEO grant at this time.

ACTION REQUIRED: A motion to approve a Resolution Concerning The Determination of the Bensenville Village Board that Change Order Number One (Final) with A Lamp Concrete Contractors, Inc. for an Increase of \$9,564.86 is Required for the Volk Brothers CDBG Project – Phase II for a Revised and Final Contract Cost of \$877,782.86

RESOLUTION NO. _____

**A RESOLUTION CONCERNING THE DETERMINATION OF
THE BENSENVILLE VILLAGE BOARD THAT CHANGE ORDER
NUMBER ONE (FINAL) WITH A LAMP CONCRETE CONTRACTORS, INC.
FOR AN INCREASE OF \$9,564.86 IS REQUIRED FOR THE
VOLK BROTHERS CDBG PROJECT – PHASE II
FOR A REVISED AND FINAL CONTRACT COST OF \$877,782.86**

WHEREAS, Chapter 720, Section 5/33-E-9 of the Illinois Compiled Statutes 2002 requires change orders on public contracts involving total cumulative changes of more than Ten Thousand Dollars (\$10,000) in value or a cumulative total of thirty (30) days in time to be made by written determination; 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 deduct monies for various violations and Village costs;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BENSENVILLE, DUPAGE COUNTY, ILLINOIS, as follows:

SECTION ONE: The Corporate Authorities of the Village make the written determination that the circumstances necessitating the change were not within the contemplation of the contract as signed and that this change order is in the best interest of the Village.

SECTION TWO: The change order which this determination involves relates to the following contract: Volk Brothers CDBG Project – Phase II, A Lamp Concrete Contractors, Inc. The nature of Change Order Number One (FINAL) and the amount of change is as follows – the contractor and engineer worked together to make necessary field changes which resulted in decrease of the revised plan quantities. The above changes resulted in a net cost increase of nine thousand five hundred sixty-one dollars and eighty-six cents (\$9,561.86), for a revised contract price of eight hundred seventy-seven

thousand seven hundred eighty-two dollars and eighty-six cents (\$877,782.86) with no extension in time.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Susan Janowiak
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

FINAL PAY REQUEST
VOLK BROTHERS CDBG PROJECT - PHASE II
VILLAGE OF BENSENVILLE, IL
September 16, 2012
Revised November 13, 2012

Table with columns: ITEM NO., ITEM, PLAN QUANTITY, UNIT PRICE, BID AMOUNT, COMPLETED QUANTITY, COMPLETED VALUE, PREVIOUSLY PAID AMOUNT, THIS DRAW, CHANGE IN CONTRACT AMOUNT. Includes item descriptions like 'TREE REMOVAL', 'CONCRETE DRIVEWAY PAVEMENT', etc.

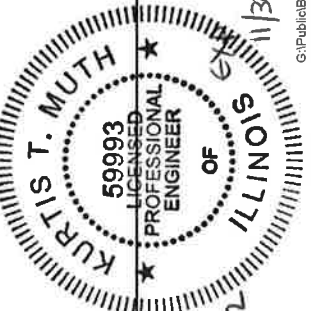
TOTALS = \$ 868,218.00 \$ 877,782.86 \$ 827,949.33 \$ 49,833.53 \$ (9,564.86)

AMOUNT COMPLETED TO DATE
RECOMMENDED RETAINAGE AMOUNT (5%)
AMOUNT PAID TO A-LAMP IN PREVIOUS PAY REQUESTS
FINAL PAY REQUEST AMOUNT

AMOUNT COMPLETED TO DATE \$ 877,782.86
RECOMMENDED RETAINAGE AMOUNT (5%) \$ 43,889.14
AMOUNT PAID TO A-LAMP IN PREVIOUS PAY REQUESTS \$ 786,551.86
FINAL PAY REQUEST AMOUNT \$ 47,341.86

DRAINAGE IMPROVEMENT AMOUNT COMPLETED TO DATE
SIDEWALK IMPROVEMENT AMOUNT COMPLETED TO DATE
STREET IMPROVEMENT AMOUNT COMPLETED TO DATE
(INCLUDES ITEMS 4.5, 6.7, 9.5, 10.1, 11.1, 11.1, 11.1, 11.1, 15.1, 16.1, 17.1, 18.2, 23.2, 24.2, 26.2, 27.3, 48.4, 49.5, 52.5, 54.5, 58.5, 60.6, 61.6, 62.6, 63.6, 64.6, 65.6, 66.6, 67.6, 70.7, 71.7, 75.7)

AMOUNT COMPLETED TO DATE
RECOMMENDED RETAINAGE AMOUNT (5%)
AMOUNT PAID TO A-LAMP IN PREVIOUS PAY REQUESTS
FINAL PAY REQUEST AMOUNT



SUBMITTED BY: *Kurtis Muth*
11/13/12

11/30/13



Village of Bensenville

Volk Brothers Subdivision- Street Reconstruction & Storm Sewer

	Phase I- 2009
	Phase II- 2011
	Phase III



TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 11/20/2012

DESCRIPTION: Resolution authorizing the execution of a Design Engineering Services Contract for the White Pines Water Main Replacement Project with Christopher B. Burke Engineering, Ltd. in the amount of \$67,378

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: I & E (unanimous approval)

DATE: 11/20/2012

BACKGROUND: The Village of Bensenville currently provides Lake Michigan water to the unincorporated residents of the White Pines subdivision. The existing water main has passed its useful life and has experienced repeated water main breaks and infrastructure failures in the past ten years. The existing water mains reside mostly in the rear yards of the properties and are very difficult to access for maintenance and repair. Replacement and relocation of the water mains and other water distribution infrastructure is necessary.

KEY ISSUES: The history behind efforts to perform a project to replace the water system in White Pines is vast. Rate increases and surcharges to the water bills have been proposed and partially implemented. The previous administration and DuPage County have made attempts to move forward. Most recently, back in 2008, the Village approached the residents of White Pines with a proposal to replace the water mains. The proposal included multiple alternatives coupled with cost responsibilities of the property owners. The proposal was not very well received and no project was performed.

Christopher B. Burke Engineering, Ltd. (CBBEL) assisted the Village back in 2008 with preliminary cost estimates and survey. Staff believes it would be in the best interest of the Village to retain the services of CBBEL once again to build upon any research previously performed. The scope of work on the proposed agreement includes: preliminary project scoping and needs, preparation of a written perimeter legal description for a potential SSA, preparation of concept plan and estimate of cost for the purpose of an SSA, analysis of project alternatives, and a number of public meetings and communication. As part of the proposal, we will also be analyzing the potential of including the Oakdale Woods Subdivision for potential water and sewer service extensions. The total cost of the proposed agreement is \$67,378.

Our goal of this proposal is to get through the preliminary stage of coming up with a project scope, funding mechanism, and schedule that can be mutually agreed upon by all parties involved (VOB, County, and property owners). I anticipate this initial phase will be heavy on information gathering, negotiations, and project education and presentation.

ALTERNATIVES: Discretion of the Village Board

RECOMMENDATION: Staff recommends approval of the engineering services agreement with CBBEL. The I&E Committee unanimously recommended approval at their November 20, 2012 meeting.

BUDGET IMPACT: The CY2013 budget reserves \$75,000 for this study.

ACTION REQUIRED: A motion to approve a Resolution authorizing the execution of an Engineering Services Agreement with Christopher B. Burke Engineering, Ltd for the White Pines Water Main Replacement Project in the amount of \$67,378.

Resolution No.

**Authorizing the Execution of a Design Engineering Services Contract for the
White Pines Water Main Replacement Project
with Christopher B. Burke Engineering, Ltd.
in the amount of \$67,378**

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

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

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

WHEREAS the communication between the property owners within White Pines Subdivision, DuPage County, and the Village are vital to establishing the appropriate project scope, project funding, and project schedule and

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

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

WHEREAS CBBEL submitted a proposal in the amount of \$67,378.

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

THAT the Village Board authorizes the execution of a design engineering services contract for the White Pines Water Main Replacement Project with Christopher B. Burke Engineering, Ltd. of Rosemont, IL in the amount of \$67,378, and

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

November 13, 2012

Village of Bensenville
700 W. Irving Park Road
Bensenville, Illinois 60106

Attention: Mr. Michael Cassady
Village Manager

Subject: Proposal for Professional Engineering and Survey Services for the White Pines and Oakdale Woods Special Service Area Project

Dear Michael:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering and survey services for the White Pines and Oakdale Woods Special Service Area Project. Included in this proposal is our Understanding of the Assignment, Scope of Services and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT-WHITE PINES SUBDIVISION

It is our understanding that the Village wishes to reconstruct the existing watermain system located within the White Pines Subdivision due to its failing condition. The White Pines Subdivision is bounded by Third Avenue (Jefferson Street) on the north, Church Road on the east, Illinois Route 83 on the West and Forest View Road on the south. The existing system is failing at an increasing rate and the main locations within the rear yards makes repairs difficult to perform and expensive to restore. The White Pines Subdivision is unincorporated DuPage County (County) and we understand that it is the intent of the Village to work with and through the DuPage County Department of Public Works to construct a new water system through the mechanism of a Special Service Area (SSA). It is our understanding that approximately 296 parcels would be included within the SSA. It has not been determined at this time if the Village or County will maintain the public improvements once they have been constructed.

It is our further understanding that CBBEL will analyze the following service alternates and provide conceptual estimated costs for their construction:

- **Alternate 1:** The Village will supply water to the residents either directly or through a wheeling agreement with the County. The improvements will include the construction of new water mains within the public right-of-way and service connections to the existing homes.

- **Alternate 2:** The County will supply water to the residents directly through a new connection to the DuPage Water Commission system located on Church Road. The improvements will include the construction of new water mains within the public right-of-way, service connections to the existing homes, a pressure adjusting station, a metering station, and required reservoir storage.
- **Alternate 3:** The County will supply water to the residents directly through a new public well. The improvements will include the construction of new water mains within the public right-of-way, service connections to the existing homes, a potable water well, groundwater treatment facility, and required reservoir storage.

All three alternatives assume the replacement of the public watermain system within the White Pines Subdivision. The table below lists the sections of mains that will be replaced and their approximate lengths. The list assumes all pipelines will be replaced with this project, though we note that several sections are of more recent vintage and their deletion from the project could be decided upon during the final engineering process.

LOCATION	FROM	TO	LENGTH (FT)
CREST AVENUE	BRIAR LANE	CHURCH ROAD	1,400
RED OAK STREET	ILLINOIS RTE 83 N	CHURCH ROAD	2,020
HAWTHORNE AVENUE	FORESTVIEW ROAD	RED OAK STREET	1,970
RIDGEWOOD AVENUE	FORESTVIEW ROAD	RED OAK STREET	1,970
PINE GROVE AVENUE	FORESTVIEW ROAD	RED OAK STREET	1,970
BRIAR LANE	FORESTVIEW ROAD	RED OAK STREET	2,030
ILLINOIS RTE 83 NORTH	RED OAK STREET	THIRD AVENUE	1,000
ILLINOIS RTE 83 SOUTH	WHITE PINE ROAD	MASSEL COURT	1,250
FISHER DRIVE	WOODLAND AVENUE	TERMINUS	700
WOODLAND AVENUE	FRONTAGE ROAD	TERMINUS	1,500
THIRD AVENUE	BRIAR LANE	CHURCH ROAD	1,800
FORESTVIEW ROAD	BRIAR LANE	CHURCH ROAD	1,580
GRAND TOTAL			19,190

The alternatives will be presented for public comment and review by the County and Village Boards. It is anticipated that significant public outreach efforts will be needed to inform the White Pines property owners of the scope of the problem, the options available to them, and what the anticipated costs will be. Preliminary Assessment Roles will be prepared for all three alternates so landowners can see the estimated property tax impacts. We anticipate several meetings with the County Public Works Committee, County Board, and the White Pines Homeowners Association will be necessary to finalize the desired scope of improvements. We assume the use of the Village website to provide a hosting site for all public outreach materials and reports for purposes of public transparency and dissemination of data.

Upon agreement of the parties on the scope of the project, CBBEL will prepare an application to the Illinois Environmental Protection Agency to the Public Water Supply Revolving Loan program to obtain project financing. The application will be prepared and submitted at no expense to the Village.

UNDERSTANDING OF THE ASSIGNMENT - OAKDALE WOODS SUBDIVISIONS

It is our further understanding that the Village and the County wish to explore the expansion of utility service to the unincorporated Oakdale Woods subdivision in addition to the White Pines subdivision. The Oakdale Woods subdivision is bounded by Grand Avenue on the south, Church Road on the east, Illinois Route 83 on the west, and Rodeck Lane on the north. The homes within the Oakdale Woods subdivision are currently served by private wells and septic systems and have expressed interest in receiving potable water and sanitary sewer service from the County. It is our understanding that the intent of the parties is to work through the County Department of Public Works to construct the improvements through the mechanism of an SSA. Approximately 104 more parcels would be included within this larger SSA. It has not been determined at this time if the Village or County will maintain the public improvements once they have been constructed.

It is our further understanding that CBBEL will analyze the following service alternates and provide conceptual estimated costs for their construction:

- **Alternate 1:** The Village will supply water and sanitary sewer service to the residents either directly or through a wheeling agreement with the County. The improvements will include the construction of new water mains and sanitary sewers within the public right-of-way and service connections to the existing homes.
- **Alternate 2:** The County will supply water to the residents directly through a new connection to the DuPage Water Commission system located on Church Road. The Village will supply sanitary sewer service to the residents either directly or through a wheeling agreement with the County. The improvements will include the construction of new water mains and sanitary sewers within the public right-of-way, service connections to the existing homes, a pressure adjusting station, a metering station, and required reservoir storage.
- **Alternate 3:** The County will supply water to the residents directly through a new public well. The Village will supply sanitary sewer service to the residents either directly or through a wheeling agreement with the County. The improvements will include the construction of new water mains and sanitary sewers within the public right-of-way, service connections to the existing homes, a potable water well, groundwater treatment facility, and required reservoir storage.

The table below lists the sections of watermains that will be constructed and their approximate lengths. For the purposes of this proposal, it is assumed that the length of sanitary sewer required for the Oakdale Woods subdivision is equivalent to the estimated watermain length. The most efficient utility routing will be determined during the final engineering phase.

LOCATION	FROM	TO	LENGTH (FT)
WEST AVENUE	OLD GRAND AVENUE	TERMINUS	950
OLD GRAND AVENUE	OAKDALE ROAD	CHURCH ROAD	2280
OAK LANE	WEST AVENUE	MONTEREY AVE	1070
OAKDALE DRIVE	OLD GRAND AVENUE	ILLINOIS RTE 83 S	2030
MONTEREY AVENUE	OAK LANE	OAKDALE DRIVE	1760
RODECK LANE	ILLINOIS RTE 83 S	TERMINUS	830
ILLINOIS RTE 83 S	RODECK LANE	MASSEL COURT	420
GRAND TOTAL			9340

The alternatives will be presented for public comment and review by the County and Village Boards. It is anticipated that significant public outreach efforts will be needed to inform the White Pines and Oakdale Woods property owners of the scope of the problem, the options available to them, and what the anticipated costs will be. Preliminary Assessment Roles will be prepared for all three alternates so landowners can see the estimated property tax impacts. We anticipate several meetings with the County Public Works Committee, County Board, and the White Pines and Oakdale Woods Homeowners Associations will be necessary to finalize the desired scope of improvements. We assume the use of the Village website to provide a hosting site for all public outreach materials and reports for purposes of public transparency and dissemination of data.

Upon agreement of the parties on the scope of the project, CBBEL will prepare an application to the Illinois Environmental Protection Agency to the Public Water Supply Revolving Loan program to obtain project financing. The application will be prepared and submitted at no expense to the Village.

SCOPE OF SERVICES

We propose the following scope of services to address the Scope of Services described above for both the White Pines and Oakdale Woods areas.

Task 1-Preliminary Project Scoping and Needs Assessment

CBBEL staff will meet with County, Township, and homeowners representatives to collect information as to the needs and desires of each respective community regarding the provision of potable water and sanitary sewer services. During the process the receptivity to the SSA funding mechanism will be gauge and feedback provided to the appropriate decision makers. It is anticipated that one large public forum will be held in addition to several smaller gatherings amongst the project principals. The public forum will introduce the project to the affected residents and mark the beginning of a period of invited public comment and interaction. It is anticipated that after the fact finding has been concluded CBBEL will make a presentation of its findings to the project decision makers who will decide if they wish to move forward with the White Pines SSA project, move forward with the combined White Pines and Oakdale Woods SSA project, or move forward with none.

Task 2A – Preparation of a Written Perimeter Legal Description for the White Pines SSA:

1. Conduct research at the DuPage County Recorder's Office.

2. Compile and review research as it pertains to the perimeter of the project area.
3. Prepare a written legal description of the perimeter of the project area.
4. Review and submittal of the written legal description.

Task 2B – Preparation of a Written Perimeter Legal Description for the Oakdale Woods SSA:

5. Conduct research at the DuPage County Recorder's Office.
6. Compile and review research as it pertains to the perimeter of the project area.
7. Prepare a written legal description of the perimeter of the project area.
8. Review and submittal of the written legal description.

Task 3A – Preparation of Concept Plan and Estimate of Cost for SSA Ordinance - White Pines SSA

CBBEL will prepare concept engineering exhibits for the proposed water system improvements in sufficient detail and scope to prepare the capital cost estimate which appears in the adopting ordinance for the proposed SSA. Proposed pipelines and system facilities will be superimposed upon aerial drawings and/or previously collected existing conditions topography. CBBEL will perform quantity take-offs from these exhibits to prepare a concept estimate in level of detail suitable for use in the SSA planning document.

Task 3B – Preparation of Concept Plan and Estimate of Cost for SSA Ordinance - Oakdale Woods SSA

CBBEL will prepare concept engineering exhibits for the proposed water system improvements in sufficient detail and scope to prepare the capital cost estimate which appears in the adopting ordinance for the proposed SSA. Proposed pipelines and system facilities will be superimposed upon aerial drawings and/or previously collected existing conditions topography. CBBEL will perform quantity take-offs from these exhibits to prepare a concept estimate in level of detail suitable for use in the SSA planning document.

Task 4A – Analysis of Project Alternates-White Pines SSA Project:

CBBEL will research the three project alternates and prepare a report of its findings and recommendations for presentation to the County and Village. The report will include narrative descriptions and exhibits illustrating the scope of the proposed alternates as well as a discussion of the constraints and challenges associated with each. Concept level costs will be determined for each alternate along with approximate timelines for project completion. The report will be submitted in both written and electronic formats to each public body.

Task 4B – Analysis of Project Alternates - Oakdale Woods SSA Project:

CBBEL will research the three project alternates and prepare a report of its findings and recommendations for presentation to the County and Village. The report will include narrative descriptions and exhibits illustrating the scope of the proposed alternates as well as a discussion of the constraints and challenges associated with each. Concept level costs will be determined for each alternate along with approximate timelines for project

completion. The report will be submitted in both written and electronic formats to each public body.

Task 5 – Public Communication and Public Meetings – Phase 1:

It is anticipated that public interest in this project will be high. Outreach and communication efforts will be a key to project acceptance by all parties vested in the project. Communication with the public will be through a combination of public meetings, public mailings, public electronic messaging, and dedicated website postings.

Phase 1 of Public Communication and Public Meetings begins at contract start and concludes with the decision to move forward with final engineering design of the alternative selected. This proposal includes the public presentations associated with this project in the table below, which are not necessarily in chronological order. Additional public presentations can be provided upon request and at additional expense in accordance with the attached General Terms and Conditions.

Various exhibits and documents will be prepared by CBBEL for use at project public presentations and for website posting. This proposal assumes that the Village will create a dedicated space on its website for this project to allow for the posting of project information and public documents, and to provide a mechanism for the public to communicate electronically with the project team in the same manner as is now being provided for the North Industrial Business District Project.

PRESENTATION BODY	PURPOSE
DUPAGE COUNTY PUBLIC WORKS	PRESENTATION OF OVERALL PROJECT NEED AND REQUEST FOR JOINT SSA PROJECT WITH COUNTY
DUPAGE COUNTY PUBLIC WORKS	PRESENTATION OF PROJECT ALTERNATE ANALYSIS REPORT AND RECOMMENDATION FOR FINAL PROJECT SCOPE
DUPAGE COUNTY BOARD	PRESENTATION OF PROJECT ALTERNATE ANALYSIS REPORT AND RECOMMENDATION FOR FINAL PROJECT SCOPE
WHITE PINES & OAKDALE WOODS HOMEOWNERS ASSOCIATIONS	PRESENTATION OF OVERALL PROJECT NEED AND REQUEST FOR JOINT SSA PROJECT WITH COUNTY
WHITE PINES & OAKDALE WOODS HOMEOWNERS ASSOCIATIONS	PRESENTATION OF PROJECT ALTERNATE ANALYSIS REPORT AND RECOMMENDATION FOR FINAL PROJECT SCOPE
BENSENVILLE IEC COMMITTEE	PRESENTATION OF OVERALL PROJECT NEED AND REQUEST FOR JOINT SSA PROJECT WITH COUNTY
BENSENVILLE IEC COMMITTEE	PRESENTATION OF PROJECT ALTERNATE ANALYSIS REPORT AND RECOMMENDATION FOR FINAL PROJECT SCOPE
BENSENVILLE BOARD OF TRUSTEES	PRESENTATION OF OVERALL PROJECT NEED AND REQUEST FOR JOINT SSA PROJECT WITH COUNTY
BENSENVILLE BOARD OF TRUSTEES	PRESENTATION OF PROJECT ALTERNATE ANALYSIS REPORT AND RECOMMENDATION FOR FINAL PROJECT SCOPE

SCHEDULE

We anticipate that we can begin the scope of services for this project upon notice to proceed. Approximate schedules for each project is found in the tables below, but are highly variable given the meeting schedules and review times of various public agencies as well as the legal process for establishing the SSA. We anticipate that the overall process will take at least two years, possibly a third, with construction spanning last two construction seasons.

WHITE PINES SSA

TASK	START MONTH	END MONTH
Task 1-Preliminary Project Scoping and Needs Assessment	1	5
Task 2A – Preparation of a Written Perimeter Legal Description for the White Pines SSA	6	7
Task 3A – Preparation of Concept Plan and Estimate of Cost for SSA Ordinance – White Pines SSA	7	9
Task 4A – Analysis of Project Alternates-White Pines SSA Project	9	10
Task 5 – Public Communication and Public Meetings – Phase 1	1	10

OAKDALE WOODS SSA

TASK	START MONTH	END MONTH
Task 1-Preliminary Project Scoping and Needs Assessment	1	5
Task 2B – Preparation of a Written Perimeter Legal Description for the Oakdale Woods SSA	6	7
Task 3B – Preparation of Concept Plan and Estimate of Cost for SSA Ordinance – Oakdale Woods SSA	7	9
Task 4B – Analysis of Project Alternates - Oakdale Woods SSA Project	9	10
Task 5 – Public Communication and Public Meetings – Phase 1	1	10

ESTIMATE OF FEE

We propose the Not-to-Exceed fees to complete the Scope of Services outlined above. The Direct Costs are an allowance for the anticipated expenses associated with this project.

WHITE PINES SSA PROJECT

TASK NAME	TASK AMOUNT
Task 1-Preliminary Project Scoping and Needs Assessment	\$ 15,081.53
Task 2A – Preparation of a Written Perimeter Legal Description for the White Pines SSA	\$ 926.18
Task 3A – Preparation of Concept Plan and Estimate of Cost for SSA Ordinance – White Pines SSA	\$ 21,672.95
Task 4A – Analysis of Project Alternates-White Pines SSA Project	\$ 4,224.08
Task 5 – Public Communication and Public Meetings – Phase 1	\$ 7,990.30
DIRECT COSTS	\$4,000.00
GRAND TOTAL OF NOT-TO-EXCEED FEE	\$ 53,895.04

OAKDALE WOODS SSA PROJECT

TASK NAME	TASK AMOUNT
Task 2B – Preparation of a Written Perimeter Legal Description for the Oakdale Woods SSA	\$ 954.80
Task 3B – Preparation of Concept Plan and Estimate of Cost for SSA Ordinance – Oakdale Woods SSA	\$ 10,847.00
Task 4B – Analysis of Project Alternates - Oakdale Woods SSA Project	\$ 1,281.17
DIRECT COSTS	\$400.00
GRAND TOTAL OF NOT-TO-EXCEED FEE	\$13,482.97

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services are not included in the preceding Fee Estimate and will be billed at the attached hourly rates.

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

Sincerely,

Christopher B. Burke, PhD, PE, D.WRE, F.ASCE
President

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____



Route White Pines SSA

Section _____

County DuPage

Job No. _____

PTB/Item _____

Consultant Christopher B. Burke Engineering, Ltd.

Date 11/13/12

Sheet 1 OF 2

Average Hourly Project Rates

Payroll Classification	Avg Hourly Rates	Total Project Rates			TASK 1 (Preliminary Scoping)			TASK 2A (Preparation of Legal			TASK 3A (Concept Plan/ Cost			TASK 4A (Analysis of Alternate					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	\$70.00	2	0.50%	0.35															
Engineer VI	\$70.00	0																	
Engineer V	\$56.73	32	7.94%	4.50															
Engineer IV	\$45.82				36	26.87%	12.31												
Engineer III	\$38.13	201	49.88%	19.02	98	73.13%	27.89												
Engineer I/II	\$30.54	0																	
Env Res Specialist V	\$58.50	0																	
Env Res Specialist IV	\$46.83	0																	
Env Res Specialist III	\$39.43	0																	
Env Res Specialist I/II	\$31.75	0																	
Env Res Technician	\$31.75	0																	
Landscape Architect	\$46.00	0																	
Survey V	\$68.50	3	0.74%	0.51				2	28.57%	19.57									
Survey IV	\$54.50	7	1.74%	0.95				2	28.57%	15.57									
Survey III	\$47.00	0																	
Survey II	\$31.75	0																	
Survey I	\$27.33	0																	
CAD Manager	\$48.50	0																	
Asst. CAD Manager	\$43.25	0																	
CAD II	\$40.50	8	1.99%	0.80															
CAD I	\$30.00	8	1.99%	0.60															
Engineering Technician V	\$60.00	24	5.96%	3.57															
Engineering Technician IV	\$48.50	32	7.94%	3.85															
Engineering Technician III	\$41.17	72	17.87%	7.36															
Engineering Technician I/II	\$26.10	0																	
GSI Specialist III	\$38.00	7	1.74%	0.66															
GSI Specialist I/II	\$21.50	2	0.50%	0.11															
Administrative	\$28.26	5	1.24%	0.35				3	42.86%	12.11									
		0																	
		0																	
TOTALS		403	100%	\$42.62	0	0%	\$0.00	134	100%	\$40.20	7	100%	\$47.25	173	100%	\$44.74	36	100%	\$41.91



Illinois Department of Transportation

Average Hourly Project Rates

Route _____ write Pines SSA
 Section _____
 County _____ DuPage
 Job No. _____
 PTB/Item _____

Consultant Christopher B. Burke Engineering, Ltd. Date 11/13/12
 Sheet 2 OF 2

Payroll Classification	Avg Hourly Rates	TASK 5 (Public Communication)			TASK 2B (Preparation of Legal)			TASK 3B (Concept Plan/ Cost Estimate)			TASK 4B (Analysis of Alternates)			Hours	% Part.	Wgtd Avg	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg											
Principal	\$70.00	2	2.90%	2.03																				
Engineer VI	\$70.00																							
Engineer V	\$56.73	4	5.80%	3.29																				
Engineer IV	\$45.82	24	34.78%	15.94																				
Engineer III	\$38.13	12	17.39%	6.63																				
Engineer I/II	\$30.54																							
Env Res Specialist V	\$58.50																							
Env Res Specialist IV	\$46.83																							
Env Res Specialist III	\$39.43																							
Env Res Specialist I/II	\$31.75																							
Env Res Technician	\$31.75																							
Landscape Architect	\$46.00																							
Survey V	\$68.50	1	16.67%	11.42																				
Survey IV	\$54.50	5	83.33%	45.42																				
Survey III	\$47.00																							
Survey II	\$31.75																							
Survey I	\$27.33																							
CAD Manager	\$48.50																							
Asst. CAD Manager	\$43.25																							
CAD II	\$40.50	8	11.59%	4.70																				
CAD I	\$30.00	8	11.59%	3.48																				
Engineering Technician V	\$60.00																							
Engineering Technician IV	\$48.50																							
Engineering Technician III	\$41.17																							
Engineering Technician I/II	\$26.10																							
GSI Specialist III	\$38.00	7	10.14%	3.86																				
GSI Specialist I/II	\$21.50	2	2.90%	0.62																				
Administrative	\$28.26	2	2.90%	0.82																				
TOTALS		69	100%	\$41.36	6	100%	\$56.83	82	100%	\$47.24	12	100%	\$38.13	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00		

TYPE: Ordinance **SUBMITTED BY:** Chief Kosman **DATE:** 11-14-12

DESCRIPTION: Ordinance amending Section 5-3-9, Stop Intersections, of the Village Code to provide for a 4 way stop at the intersection of Second Street and Ridgewood Avenue.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input type="checkbox"/>	<i>Financially Sound Village</i>	<input type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input 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: Public Safety – APPROVED (6-0)

DATE: 11/20/12

BACKGROUND: Johnson School, 252 Ridgewood Avenue, is being expanded to absorb the students from Mohawk School. It is anticipated that this will bring an increase in vehicle traffic at the intersection of Second Street and Ridgewood Avenue as parents drop off and pick up students. The speed limit on the streets is 25 mph.

The Police Department set up a speed trailer to monitor west bound Second approaching Ridgewood from 10-25-12 at 10:00 AM until 10-29-12 at 6:00 PM. During that time, 1,359 vehicles were traveling under 25 mph, 793 were traveling between 26 and 30 mph, 317 were traveling between 31 and 35 mph, 62 were traveling between 36 and 40 mph, 9 were traveling between 41 and 45 mph, 6 were traveling between 46 and 50 mph, and 3 were traveling between 51 and 65 mph. The speed trailer was set up monitoring east bound Second approaching Ridgewood from 10-30-12 at 11:00 AM until 11-2-12 at 6:00 PM. During that time, 1,083 vehicles were traveling under 25 mph, 372 were traveling between 26 and 30 mph, 86 were traveling between 31 and 35 mph, 9 were traveling between 36 and 40 mph, 3 were traveling between 41 and 45 mph, and 1 was traveling between 56 and 60 mph.

A resident made a request at a Neighborhood Conversation meeting for a stop sign to be installed on Second between Church and IL83 because of safety concerns associated with the proximity of the soon to be expanded school creating more foot and vehicle traffic and there not being sidewalks on Second.

KEY ISSUES: Approximately 41% of the vehicles recorded on Second were exceeding the speed limit. The intersection of Second and Ridgewood is approximately half way between Church and IL 83 and is a half block from the Main entrance and exit to Johnson School. Although the cross traffic at the intersection would not normally justify the upgrade to a 4 way stop from the current 2 way stop, the proximity to the school and related playground provide a sufficient justification for the 4 way stop sign. The Village is researching possible funding for additional sidewalks in the area to improve pedestrian safety. Also, Public Works will be installing school speed zone signs on Second, Hawthorne, Donna, and Ridgewood that will reduce the speed limit to 20 mph on school days when children are present as per state statute.

ALTERNATIVES:

1. Discretion of the Village Board.

RECOMMENDATION: The traffic safety committee recommended this upgrade to a 4 way stop. The Public Safety Committee unanimously (6-0) recommended approval at their November 20, 2012 meeting.

BUDGET IMPACT: N/A

ACTION REQUIRED: Approval of ordinance amendment.

ORDINANCE #

**AMENDING VILLAGE CODE
TITLE 5, TRAFFIC AND MOTOR VEHICLES
CHAPTER 3, STREETS AND INTERSECTIONS
SECTION 5-3-9, STOP INTERSECTIONS**

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 3, Section 5-3-9 of the Village Code is hereby amended in part by including and identifying in the said Exhibit 1 reference therein the following intersection as a stop intersection with four stop signs to be posted as appropriate:

Second Avenue at Ridgewood Avenue

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 _____ day of _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Susan Janowiak
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Date: 10/30/2012 10:41:27 am

Start Date: 10/25/2012 10:00 am

End Date: 10/29/2012 06:00 pm

Time Interval: 60 minutes

Speed Interval: 5 mph

Posted Speed Limit: 25 mph

Average Speed: 25 mph

Highest Speed: 64 mph

50th Percentile: 25 mph

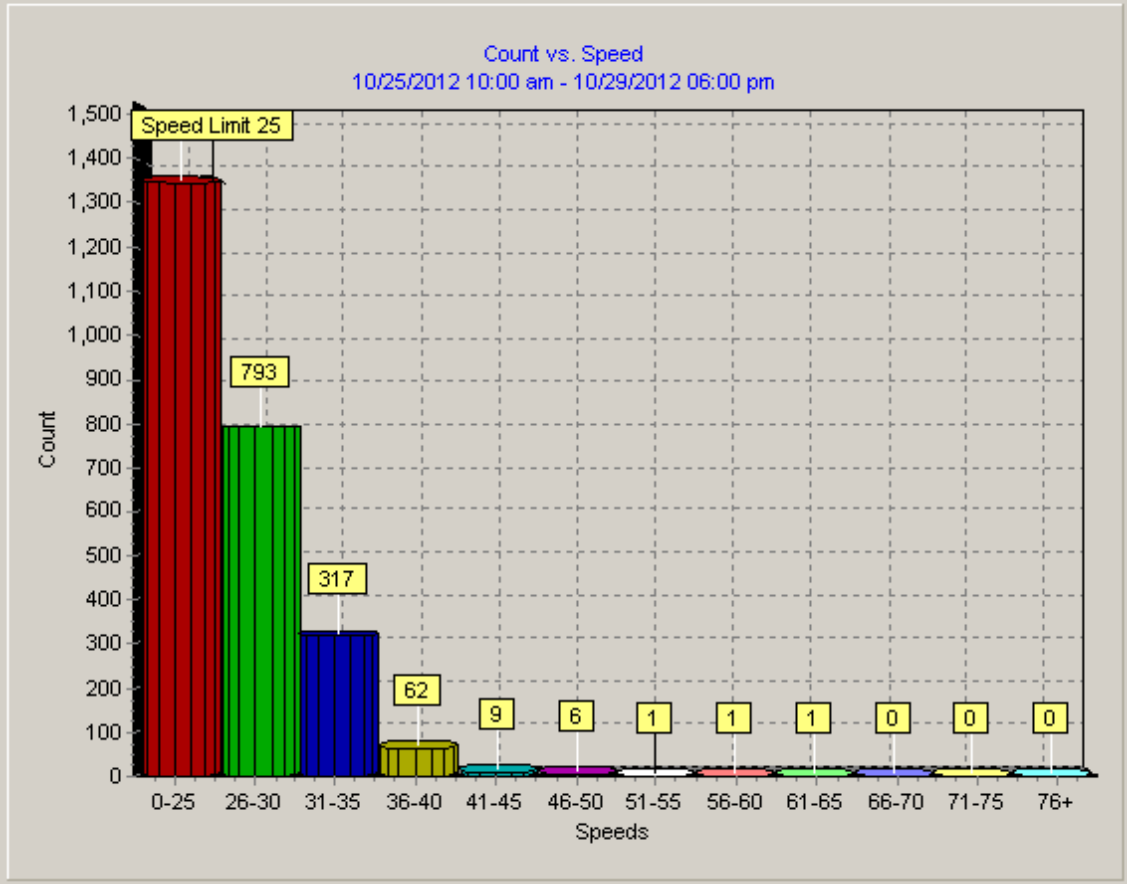
85th Percentile: 31 mph

Number Above Speed Limit: 1190

Total Number of Vehicles: 2549

Comments:

WB Washington Approaching Ridgewood (103 hours)



Date: 11/14/2012 02:48:51 pm

Start Date: 10/30/2012 11:00 am

End Date: 11/2/2012 06:00 pm

Time Interval: 60 minutes

Speed Interval: 5 mph

Posted Speed Limit: 25 mph

Average Speed: 21 mph

Highest Speed: 78 mph

50th Percentile: 22 mph

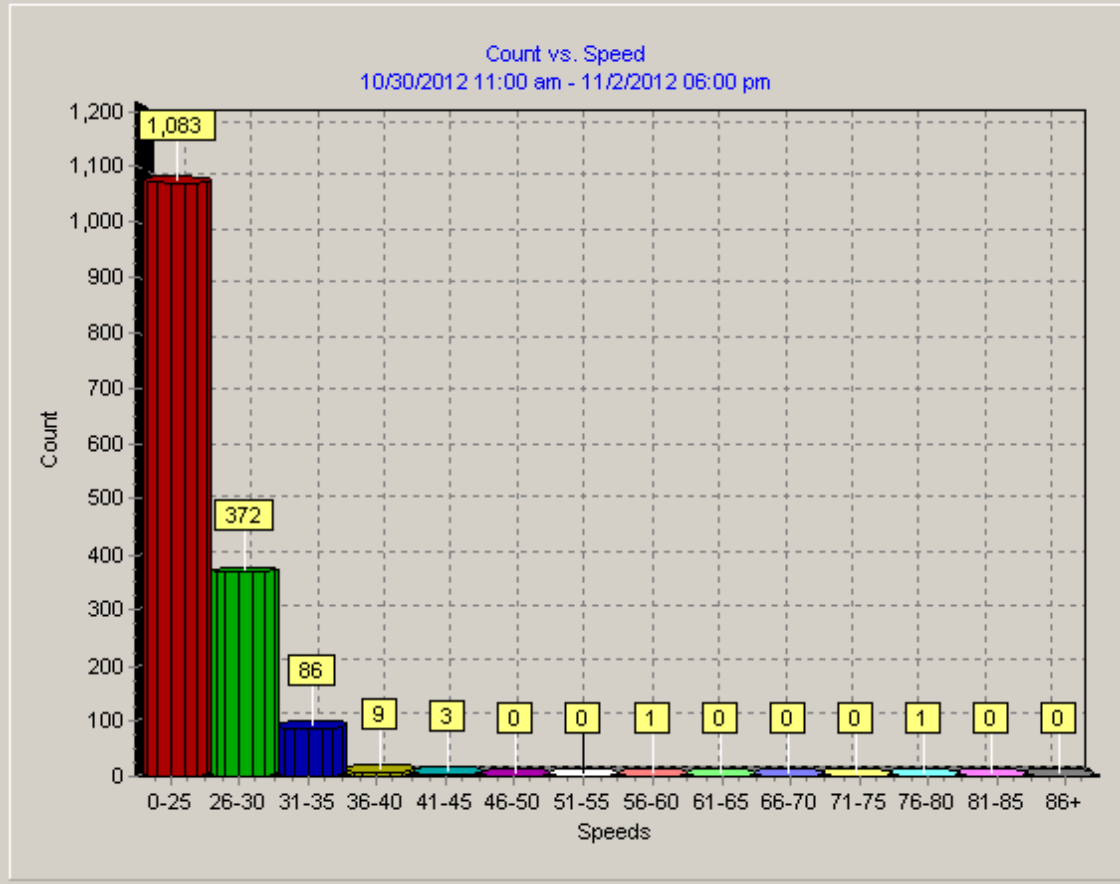
85th Percentile: 28 mph

Number Above Speed Limit: 472

Total Number of Vehicles: 1555

Comments:

EB Washington Approaching Ridgewood



TYPE: Resolution **SUBMITTED BY:** Dan Di Santo **DATE:** November 21, 2012

DESCRIPTION: Consider the Continued Engagement of the Baecore Group Inc. for Certain Services Relating to Technology Solutions for an amount not to exceed \$140,005.

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: AF&L – APPROVED (6-0)

DATE: 11/20/12

BACKGROUND:

The Village first enlisted the services of the Baecore Group for implementation of the MUNIS software system and other technology based process improvement initiatives. The 2013 Village Budget includes the continuation of a number of these initiatives as well as several additional related projects.

In 2012, the Baecore Group led the Village's upgrade to MUNIS version 9.3, including CRM (Customer Relationship Management) System upgrades and staff training, data analysis associated with our water loss initiative, implementation of a general work orders system for preventative maintenance and job costing, and automation of the business license and annual inspection processes. These improvements have led to significant process improvements within the Village as well as additional revenue generation and expenditure reduction.

KEY ISSUES:

The attached letter of engagement from the Baecore Group outlines a 2013 Workplan that was mutually agreed upon by both parties. The scope includes the following:

- Reporting Village wide performance measures;
- Implementing a recreation scheduling application at the Edges;
- Instituting a recreation inventory management assessment and recommendation;
- Streamlining of the Edge payments and accounts receivable functions;
- Creating water meter dashboards to measure current and new water meters;
- Linking various Village activities to GIS master address database;
- Expanding online payment opportunities and functionality;
- Assessment of current Village document management methods across departments;
- Integrating our new fleet fueling system with MUNIS;
- Job costing for Village work orders; and
- Adding Village dashboards and scorecards to the website.

Baecore serves a critical role in process improvements across the Village and these projects are key for our continued gains in efficiency, enhancements in revenue, and reductions in cost for 2013.

ALTERNATIVES:

- Discretion of the Committee

RECOMMENDATION:

Staff recommends the continued engagement of Baecore Group. The Technology Committee unanimously recommended approval at their November 20, 2012 meeting.

BUDGET IMPACT:

Total contract amount of \$140,005, which is the same as their 2012 contract amount.
ACCT#: 11020180 531265 (Process Evaluation Services)

ACTION REQUIRED:

Approving the Continued Engagement of Baecore Group Inc. for \$140,005.

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE CONTINUED ENGAGEMENT OF
BAECORE GROUP INC FOR CERTAIN SERVICES RELATING TO
TECHNOLOGY SOLUTIONS**

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, it is sometimes necessary, in furtherance of its statutory functions, for the VILLAGE to engage various outside services required by the VILLAGE; and

WHEREAS, in April 2008, the VILLAGE entered into a lease agreement with Tyler Technologies, Inc., providing for the use of certain modules of the software program referred to as MUNIS; and

WHEREAS, the VILLAGE has determined a need for additional professional assistance to ensure the effective transition to and implementation of this and other related software systems; and

WHEREAS, Baecore Group INC (“Baecore Group”) has effectively provided similar services to Bensenville as well as other municipalities within the Chicago land area and the has the staffing and expertise to continue to provide such services to the VILLAGE; and

WHEREAS, the VILLAGE determined that it was reasonable, necessary, and desirable to continue to engage the Baecore Group for such business process and project management services (hereinafter referred to as the “Services”) relating to the transition to and implementation of the MUNIS and other software systems including the continued implementation of a comprehensive Customer Relationship Management (CRM) system as outlined in their proposal relative to 2013 services dated October 15, 2012, (hereinafter referred

to as the "Proposal"), which Proposal is attached hereto as Exhibit "A" and incorporated herein by reference.

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 as if fully set forth.

SECTION TWO: The continued engagement of the Baecore Group to provide the Services for the period and at the prices set out in the Proposal is hereby approved.

SECTION THREE: 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 to, as the agreement for the Services, the Proposal, inclusive of the attached Addendum and Software License, attached hereto and incorporated herein by reference as Exhibit "A," with such additions and revisions thereto as the Village Attorney shall require.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 27th day of November, 2012.

APPROVED:

Frank Soto, Village President

ATTEST:

Village Clerk

Ayes: _____

Nays: _____

Absent: _____

October 15, 2012

Mr. Dan Di Santo, Assistant Village Manager
Mr. Cassady, Village Manager
Village of Bensenville
12 S. Center Street
Bensenville, IL 60106

Dear Mr. Di Santo & Mr. Cassady:

Baecore Group appreciates the opportunity to continue to work with Bensenville to further integrate the Village enterprise systems, processes and policies in CY 2013. This proposal outlines the objectives for the coming year as well as our commitment to continue to support the implementation accomplished to date.

Primary Project Scope:

Continuous Improvement Project Management (CIPM) – Successful organizations understand that change is a dynamic, not static, process. Business process and management are continually impacted internally and externally by the ever changing public sector environment we work in. Baecore’s efforts supporting Continuous Improvement Project Management are geared towards improving Village services and support with the implementation of new projects or the gradual modification of existing programs. An environment embracing continuous improvement understands that processes have to be improved prior to performance enhancement and process improvement has to be integrated into project management. However, to have long lasting effect, improvements need to be followed up with continuous improvement activities. The projects and focus areas proposed for 2013 are:

Business Process Improvement (BPI) – As Wikipedia says “Business Process Improvement is a systematic approach to help an organization optimize its underlying processes to achieve more effect[ive] results.” BPI works by defining the organization’s strategic goals and purposes, determining the organizations customers, and aligning the business processes to realize the organization’s goals. One of the primary purposes of BPI for Baecore is to improve the performance of an organization through improved customer service, cost reduction, reduction of errors, and consistent products or results. Projects targeting BPI for 2013 include:

Integration Support – The Village operates with a variety of connected systems, departments, and business processes to deliver services to their residents and customers. The systems, departments and business processes are connected with data, information and automation flowing throughout. As part

of the integration support Baecore provides, we make sure these systems stay in place and the “glue” holding them together is not disrupted. Disruptions can occur when processes are not adhered to or migrate over time, software vendors apply patches resulting in unintended consequences, or new elements are introduced, process, services, or tools.

I. BPI and CIPM - By Department

A. Recreation

1. Recreation Scheduling Application (BPI) – Assessment for new application or modification of existing app and reporting to provide improved scheduling functionality and ability to tie out schedules to receipts.

The current scheduling application is not being used to verify hours billed vs. hours booked. This is in large part due to no way for staff to easily extract information especially in the areas of Figure Skating and Aquatics. Baecore will work with the staff to see if the current application can be utilized for both day-to-day scheduling for all Rec areas and extracts to verify cash vs. booked reporting and either recommend a new application or train staff in the use of the current application.

2. Recreation Inventory Management Assessment and Recommendation (BPI) – inventory is currently taken once per year and is not used in any of the cash management processes. During the assessment staff interviewed could not explain any process for inventory management or loss controls process. General inquiry into volumes and purchasing trends showed the day-to-day knowledge of the staff with regards to current inventory levels and ordering trends is deficient. Baecore recommends the assessment of the point of sale and inventory system currently in place to see if it will meet the needs of a food service business.
3. Recreation Cash Process Improvement (CIPM) – The current cash process for Ice Time and Rentals needs to be modified to eliminate redundant systems and ensure proper checks are in place without redundant process steps.
4. Recreation Online Payments/Services (BPI) - Recreation online marketing of available classes, registration, services, and facilities is very limited. The exposure of the village facilities is very limited in comparison with the wide array of facilities and opportunities for residents. During this initial year we will start to deploy recreation services and opportunities for online payment.

B. Village Manager's Office

1. Performance Measurement Tracking(CIPM) – Monitoring, tracking and reporting both internally and external transparency. Provides an excellent opportunity for transparency to both the board and the public in how Bensenville is hitting their goals. In order to effectively implement and monitor the performance measurement initiative, the use of reports and dashboards will be critical.
2. Expanded Property Master Records (BPI) - in order to more effectively see a property's history tie in additional outlying data to the Address Center such as Alarm calls/False Alarms, expanded violation data, Customer credits and shut-off information
3. Dashboard/Scorecards on Village Website (CIPM)
4. CRM Version Upgrade (CIPM)– A major release encompassing a large portion of the early adopter feedback including Property Master integration.
5. Document Management Assessment and Recommendation - (BPI) During this project there will be a needs assessment by department, vendor evaluation based on information obtained during the assessment and a recommendation summarizing the strengths and weaknesses of the vendors considered.

C. Finance

1. Water Meter Dashboards and MUNIS integration (CIPM) – in order to make the meter replacement program successful now and in the future, Baecore will construct dashboards around the meters to ensure all necessary data is recorded as well as trending for pre/post change out to see the effect of the new meters on consumption. Baecore will continue to work with MUNIS to get the reads to 10 Gallon increments for consumption.

D. CED

1. Adding Village GPS Coordinates into MUNIS Property Master (BPI)– based on the Village's initiative to obtain GPS coordinates for infrastructure pieces and properties create processes for moving this information into MUNIS for cross-referencing of CRM and reporting on infrastructure throughout the Village.

E. Public Works

1. Fuel system integration with MUNIS – (CIPM) Automated import of odometer information into MUNIS for better tracking of vehicle use by department and across the village. This allows for greatly improved accuracy and reduced risk in determining which vehicles have the highest use. Time savings of 24 hours per year in obtaining and entering odometer readings for vehicles to drive preventative maintenance.
2. Fleet/Facility Dashboards/Escalations (CIPM) – During this year we will start the development to utilize reporting, dashboards and escalations in conjunction with General, Fleet and Facilities work orders.
3. Job Costing for General Work Orders (CIPM)–In order to affect the Village goal of establishing real costs for various tasks/events occurring throughout the year, tying together multiple systems is required. Baecore will provide the centralization of data and reporting from Paylocity, Work Orders and Service Orders in order to achieve this goal

Baecore will continue to ensure connectivity between systems to ensure that services are consistently provided and processes are maintained. Baecore has and will continue to provide level two support across the integrated systems (TimeForce, MSI, and MUNIS) to improve the use of the implemented systems, extend reporting and support process modification. Additionally, as part of our Integration Support, Baecore provides data analysis, trouble-shooting, and monitoring and reporting process modification to maintain and improve results. We work as a team player within the Village reducing inefficiencies, identifying process automation, process communication, training and providing data transparency and visibility to the information housed within the various Village applications/systems.

Baecore Group Pricing Schedule:

Projects	Cost
CIPM – Continuous Improvement Project Management	\$39,145
Job Costing for General Work Orders (from 2012)	
CRM Version Upgrade	
Dashboard/Scorecards on Village Website	
Recreation Cash Process Improvement	
Water Meter Dashboards (integration of new meters into MUNIS)	
Fuel System Integration with MUNIS	
Initial Recreation Online Payments	
Fleet/Facility Dashboards/Escalations	

BPI – Business Process Improvement	\$41,360
Document Management Assessment & Recommendation (from 2012)	
Recreation Scheduling Application (booked vs. billed hours)	
Recreation Inventory Management Assessment and Recommendation	
Performance Measurement Tracking	
Expanded Property Master Records	
Adding Village GPS Coordinates into MUNIS Property Master	
Integration Support	\$59,500
Total	\$140,005

The total cost of this proposed engagement is \$140,005. The total estimated number of billable hours is approximately nine hundred three (903). The Village is not constrained to use these hours in any established increment and Baecore will provide services in any reasonable increment to support Village objectives. All consulting hours will be invoiced at \$155. This rate maintains our 2010/2011 rate.

If this is in line with your expectations, please sign and return one copy of the attached Agreement, and keep one copy for your records. Signature of this agreement does not bind the Village to the above projects or priorities. Priorities and goals will be established by the office of the Village Manager and will be adjusted as needed. If you have any questions, please feel free to contact me at 847-585-1486.

I appreciate the opportunity to work with the Village of Bensenville.

Sincerely,

Mary Smith

Village of Bensenville

Print Name & Title

Date

ATTACHMENT "A"

ADDENDUM TO LETTER OF ENGAGEMENT DATED OCTOBER 15, 2012 BETWEEN THE VILLAGE OF BENSENVILLE AND BAECORE GROUP, INC

The terms, provisions, agreements, and conditions of this Addendum ("Addendum") and the attached License Agreement shall supplement and, as appropriate modify and/or supersede the terms, provisions, agreements, and conditions of the Letter of Engagement date October 15, 2012 ("Letter"), between the Village of Bensenville ("Bensenville") and the Baecore Group ("Baecore"). In the event of any inconsistency or disagreement between the terms, provisions, agreements, and conditions of the Letter and this Addendum, those of the Addendum shall control. In the case of any inconsistency or disagreement between the terms, provisions, agreements, and conditions of the Letter or Addendum and the License Agreement, those of the License Agreement shall control.

1. **Invoicing and Payment.** Baecore shall submit its requests for payment to Bensenville not less than ten (10) working days prior to a Board meeting which Bensenville deems sufficient time within which to review and approve said requests. Bensenville shall make payments to Baecore in compliance with the terms of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et.seq.* Invoices will be submitted for payment by Email delivery to:

Debbie Rosenbach at drosenbach@bensenville.il.us;
Dan Di Santo at ddisanto@bensenville.il.us; and

2. **Confidentiality.**

a. Baecore agrees that it and its personnel assigned to Bensenville will not disclose any information learned during the performance of this Agreement relating to the business of Bensenville that is, in fact, confidential (including, without limitation, all proprietary information and trade secrets of Bensenville) for any purpose, provided, however, Baecore and its personnel may disclose such information under any of the following circumstances: (1) disclosure thereof in good faith by a personnel in connection with the performance of Services or services or activities pursuant to any valid Work Order; (2) disclosure which personnel is advised by counsel is required by a court or other governmental agency or competent jurisdiction, *provided* that personnel first gives Bensenville written notice and an opportunity to prevent such disclosure or otherwise seek protection of such information, or (3) disclosure by personnel of any such information or data which is generally known within the industry or available from other persons who do not have a fiduciary duty or obligation of confidentiality to Bensenville. Baecore understands and agrees that the Bensenville, as a public body, is subject to and obligated to comply with the Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and that the Letter, this Addendum, work orders, and other documentation, including the confidential information reference in subparagraph 2.b., connected with this matter may be subject to disclosure in whole or part under that act.

b. The protection of confidential business information and trade secrets is vital to the interests and success of Baecore, and that of our customers. By safeguarding information about Baecore, its products, commercial information and process systems, Baecore and its customers are all more secure in their competitive business. Information that is confidential or could benefit a Baecore competitor or a customer's competitor shall not be disclosed. It is impossible to describe in detail all the types of information, which, if given to competitors, could negatively impact Baecore or our customers. The aforementioned information includes, but is not limited to: source code, trade secrets, technical information, research data, new products plans, consulting processes, sales, profits and unpublished financial or pricing information, and process systems. Baecore shall identify all such information as confidential prior to delivery of such to Bensenville. Bensenville shall not disclose such information, unless mandated by the FOIA. Bensenville shall give Baecore written notice of any AOIA request received that would result in the disclosure of such confidential information. If Bensenville discloses any Baecore or customer proprietary information identified as confidential to third parties or otherwise utilizes such information for purposes other than the license granted to Bensenville under the License Agreement, Bensenville may be subject to corrective legal action. Corrective action can be taken even if Bensenville does not actually benefit from the disclosed information.

3. Baecore as Independent Contractor. At all times during the Term of this Agreement Baecore shall retain its independent status, and Baecore and its personnel are and shall at all times be independent contractors to Bensenville. The personnel assigned to Bensenville under this Agreement shall remain employees of Baecore and shall not by reason of their assignment to Bensenville become employees of Bensenville.

4. Insurance. Baecore will procure and maintain insurance during the term of Baecore's engagement, and upon request shall provide Bensenville with a certificate of such insurance which names Bensenville, and its officers, agents and employees as additional insureds, covering the following risks:

- (i) Commercial General Liability -- \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
- (ii) Worker's Compensation -- Statutory Limits;
- (iii) Employer's Liability -- \$1,000,000.00;
- (iv) Umbrella Liability -- 1,000,000.00; and
- (v) Auto Liability - \$1,000,000.00 hired and non-owned motor vehicle coverage.

If Baecore's certificate of insurance or policy of insurance expires, or is cancelled during the term of its engagement, or is materially modified, Baecore shall so advise Bensenville. Baecore shall furnish evidence of coverage prior to any services being performed at Bensenville, in the form of a Certificate of Insurance which names Bensenville, and its officers, agents and employees, as additional insureds. Bensenville shall maintain insurance and/or otherwise assume the entire risk of loss for and damage to all Bensenville equipment and any risks, including monetary damages and losses which may arise due to acts of God and any circumstances that are beyond Baecore's reasonable control.

5. Indemnification. Subject to the limitations as hereinafter set forth, Baecore assumes and agrees to indemnify and save harmless Bensenville and its officers, agents and employees from any liability and expenses with respect to claims for bodily injury or death or property loss or damage by whomsoever such claim may be asserted, which claims are based in whole or in part upon any negligent act or omission on the part of Baecore, its agents, servants, or employees in providing services set out in the Letter, or any services pursuant to a valid work order. Bensenville will provide Baecore prompt written notice of the assertion of any claim related to this indemnification, along with any information in the possession of Bensenville related to such claim, so as to permit Baecore reasonable time within which to notify its insurers of such claim, and the tender of the defense thereof by Baecore.

Regardless of whether any remedy set forth herein fails of its essential purpose, in no event shall either party be liable for any incidental, special, exemplary, punitive, consequential, indirect or similar damages or expense, whatsoever, (including without limitation, damages for any loss of business profits, business interruption, loss of business information, loss of data, computer failure or malfunction, loss of equipment, facilities or services, or any other pecuniary loss) under or in connection with the Letter, regardless of how characterized and even if such party has been advised of the possibility of such damages.

6. Notice. Any notices or demands which may be or are required to be given by either party to the other under the Letter or this Addendum shall be in writing, and all notices, demands and payments required to be given or made hereunder shall be given or made either: (i) e-mail at the following e-mail addresses; (ii) by hand delivery; (iii) by United States certified mail, postage prepaid; or (iv) if sent by nationally recognized overnight carrier, addressed to Baecore or Bensenville, respectively, at the following addresses, or at such other place as Baecore or Bensenville may from time to time designate in writing:

If to Bensenville:

Bensenville of Bensenville
12 South Center Street
Bensenville, IL 60106
Attention: Mike Cassady
E-Mail: mcassady@bensenville.il.us

If to Baecore:

Mary Smith
Baecore Group
1425 W. Schaumburg Road
Suite 386
Schaumburg, IL 60194
E-Mail: smith@baecore.com

All notices, demands and payments will be deemed to be received: (i) if given by hand delivery, when delivered in person; or (ii) if given by certified mail, four (4) business days after deposit in the United States mail; or (iii) after one business day if sent by nationally recognized overnight carrier.

7. Enforcement and Remedies. All available remedies, whether legal, equitable, or statutory, may be exercised by either party in the event of any claim, cause, or action brought against the other for the violation of the terms, agreements, and covenants of Letter or this Addendum. A party's application for injunctive or other equitable relief shall not prejudice any other claim, cause, or action which such party may pursue for any such violation, nor shall it prejudice such Party's right to maintain any other claim, cause, or action under the Letter or this Addendum. In any legal, administrative, or enforcement proceedings, the prevailing party shall be entitled to recover all costs, including reasonable attorney fees, court costs and ancillary expenses incurred by such party in enforcing its rights hereunder. In the event of litigation, Bensenville and Baecore agree to submit to the jurisdiction of the Courts of the State of Illinois and agree that exclusive venue shall be proper in the Eighteenth Judicial Circuit Court, DuPage County, Illinois. In any legal, administrative, or other enforcement proceeding, if any provision of the Letter or this Addendum shall be determined to be unenforceable as a consequence of imposing overly broad restrictions, such restrictions shall be interpreted as broadly as permissible, and such unenforceability shall not affect any other provision of the Letter or this Addendum.

8. Ownership of Deliverables. Any deliverables made available to Bensenville as part of the Services rendered herein by Baecore, including all software and programming (the "Deliverables"), shall remain the exclusive property of Baecore, and Bensenville shall be granted license to use such Deliverables. Custom development is for the sole use of Bensenville and cannot be distributed outside Bensenville by Bensenville, Its employees or Its contractors. The license granted to Bensenville by Baecore is governed by the License Agreement attached hereto.

9. Miscellaneous

a. Successors and Assigns. The Letter and this Addendum shall be binding upon and inure to the benefit of and be enforceable by the parties thereto and their respective successors and assigns. There shall be no reassignment in whole or in part by either Party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

b. Governing Law. The terms of the Letter and this Addendum shall be construed and take effect in all respects in accordance with the laws of the State of Illinois, notwithstanding choice of law principles. The exclusive jurisdiction for all claims and controversies arising hereunder shall be the Circuit Court of DuPage County, Illinois.

c. Compliance with Laws. In the performance of the Letter and this Addendum, each party agrees to comply with all applicable laws, rules, and regulations.

d. Severability. The terms of the Letter and this Addendum are separate and divisible. A conclusion of law that one or more provisions are void or voidable will not void the entire Letter or this Addendum. Wherever possible, the terms of the Letter and this Addendum shall be interpreted and construed so as to permit its enforceability.

e. No Waiver. No waiver of a breach of any provision of the Letter and this Addendum shall be construed as a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this agreement shall be construed as a waiver of such breach.

f. Force Majeure. Neither party shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, or if performance hereunder is prevented, restricted or interfered with by reason of any acts of war, riot, insurrection, fire, flood, tornado, natural calamity, act of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body, strike or other labor activities, shipping or transport delays, materials or labor shortage, or accident or plant breakdown not caused by the fault or neglect of a party, then that party shall be excused from such performance to the extent of the "force majeure." The party so affected shall give prompt notice to the other Party, by any method appropriate under the circumstances. The party so affected shall use its best efforts to avoid or remove the "force majeure," and shall further continue on and use its best efforts to complete full performance of this agreement when such causes are removed.

g. Survival. Any obligations of a party hereunder which by their nature would continue beyond the termination or expiration of this Agreement shall survive such termination or expiration.

h. Complete Understanding. The Letter, Addendum and License Agreement constitute the entire agreement between the parties, superseding any prior understandings, arrangements or agreements whether in writing or oral and embody the entire agreement between the parties hereto. Any amendment or modification of or other change to the Letter, License Agreement, or this Addendum must be made in writing and signed by both Parties to be effective.

i. Headings. The headings and titles used herein are for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

j. Drafting. The parties have had an equal opportunity to participate in the drafting of the Letter and this Addendum. No ambiguity will be construed against any party based upon a claim that the party drafted the ambiguous language.

LICENSE AGREEMENT

This legal document is an agreement between you, the end user, and BAECORE GROUP, ("BAECORE"). **BY AUTHORIZING THE LETTER OF ENGAGEMENT AND ADENDUM DATED OCTOBER 15, 2012, YOU ARE AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT.**

DEFINITIONS

"SOFTWARE" consists of all material in this distribution set including, but not limited to, one or more of the following: executables, dynamic-link libraries, static libraries, object code, byte code, source code, code, files, scripts, sample models, model libraries, and Documentation.

"Licensee" is the Village of Bensenville.

"Agreement" consists of the License Agreement, Letter of Engagement dated October 15, 2012 ("Letter"), and the Addendum to the Engagement Letter dated October 15, 2012 ("Addendum")

This Agreement constitutes the complete agreement between you and BAECORE regarding licensure of software. Any change to this Agreement must be in writing, signed by BAECORE and Licensee. Terms and conditions set forth in any purchase order which differ from, conflict with, or are not included in this Agreement, shall not become part of this Agreement unless specifically accepted by BAECORE in writing.

BAECORE SOFTWARE LICENSE

- GRANT OF LICENSE.** In consideration of your payment of the price therefore to an authorized BAECORE service provider, BAECORE, as Licensor, grants to you, the Licensee, a non-exclusive right to use and display this copy of the SOFTWARE ON A SINGLE COMPUTER (i.e. with a single CPU) at a single location. If you have purchased the Network version of the SOFTWARE then you are entitled to have all users attached to a SINGLE SERVER to use and display the SOFTWARE. BAECORE reserves all rights not expressly granted to Licensee.
- OWNERSHIP OF SOFTWARE.** As the Licensee, you own the magnetic or other physical media on which the SOFTWARE is originally or subsequently recorded or fixed, but BAECORE retains title and ownership of the SOFTWARE recorded on the original disk(s) and all subsequent copies of the SOFTWARE, regardless of the form or media in or on which the original and other copies may exist. This license is not a sale of the original SOFTWARE or any copy.
- COPY RESTRICTION.** This SOFTWARE and the accompanying written materials are copyrighted. Unauthorized copying of the SOFTWARE, including SOFTWARE that has been modified, merged, or included with other software, or of the written materials relating to the SOFTWARE, is expressly forbidden. You may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to abide by the terms of this license. Subject to these restrictions, and if the SOFTWARE is not copy-protected, you may make one (1) copy of the SOFTWARE solely for back-up purposes.
- USE RESTRICTIONS.** As the Licensee, you may not distribute copies of the SOFTWARE or accompanying written materials to others. You may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the SOFTWARE. You may not modify, adapt, translate, or create derivative works based on the SOFTWARE or the written materials relating to the SOFTWARE without the prior written consent of BAECORE. You may not share access or use of the SOFTWARE with other independent contractors or employees other than for the normal day to day use of the SOFTWARE or maintaining the SOFTWARE's compliance with other systems. Licensee agrees that all independent contractors or employees who use the SOFTWARE shall be subject to the License Agreement and confidentiality clause of the Addendum.
- TRANSFER RESTRICTIONS.** This SOFTWARE is licensed only to you, the Licensee, and may not be transferred to anyone without prior written consent of BAECORE. Any authorized transferee of the SOFTWARE shall be bound by the terms and conditions of this Agreement. In no event may you use, transfer, assign, rent, lease, sell, lend, share use of or otherwise dispose of the SOFTWARE on a temporary or permanent basis except as expressly provided herein.
- TERMINATION.** This license is effective until terminated. This license will terminate automatically without notice from BAECORE if you fail to comply with any provision of this license. Upon termination you shall destroy the written materials and all copies of the SOFTWARE, including modified copies, if any, and certify in writing that all copies have been destroyed.
- WARRANTY AND MAINTENANCE.** BAECORE warrants the SOFTWARE to function substantially in accordance with the written materials relating to the SOFTWARE, as amended from time to time, and will maintain, modify, repair or replace the SOFTWARE during the ninety (90) day warranty period, at no additional cost to the Licensee if it does not function in accordance with the written materials. BAECORE does not warrant that the use of the SOFTWARE will be uninterrupted or error free.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE.

TYPE: Resolution **SUBMITTED BY:** Gary Ferguson **DATE:** November 21, 2012

DESCRIPTION: Resolution authorizing the execution of an agreement with Arthur J. Gallagher Risk Management Services, Inc. for provision of certain insurance with One Beacon Insurance Company from December 1, 2012 to December 1, 2013 for an amount not to exceed \$287,890.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: AF&L – No Recommendation (3-3)

DATE: 11/20/12

BACKGROUND: Our current Liability Insurance policy expires on November 30, 2012. As such, we solicited proposals from three Insurance Brokerage firms to quote on our renewal. The close proximity to expiration is done by the carriers to assure the most accurate loss information.

Arthur J. Gallagher (our current broker), Mesirow and Wells Fargo were contacted for quotes. Wells Fargo declined to quote because the municipal market is small and each broker cannot get quotes from the same insurance carrier. Gallagher and Mesirow are two of the largest brokers in the Midwest municipal market, and both quoted our Liability package.

KEY ISSUES: Both Gallagher and Mesirow delivered their best quote to the Village on November 5, 2012. Their quotes are compared below:

Broker	Brokerage Fee	Insurance Carrier	Insurance Quote	TOTAL
Gallagher	\$35,000	One Beacon	\$252,890	\$287,890
Mesirow	\$36,000	Glatfelters	\$259,811	\$295,811

Staff recommends that we renew with the lowest quoted offer, Gallagher as our broker and One Beacon as our insurance carrier, which is a \$7,921 savings over the Mesirow and Glatfelters quote. The Village is currently with Gallagher and One Beacon, and we have found them to be prompt and fair in claims we have had over the years, particularly the \$200,000 wind storm claim we had in Summer 2011. In addition, One Beacon is currently handling our \$46,000 employee theft claim. One Beacon's insurance premium quote is an \$11,749 reduction over the 2012 premium, and Gallagher also lowered their brokerage fee from 2012 by \$1,000.

Based on discussion at Committee, we have included Gallagher and Mesirow's proposals as well as our current policy in the T:\Drive under "Insurance Renewal." Staff continues to recommend renewal with Gallagher, who has served us well and is \$7,921 less expensive than Mesirow with no discernible gaps in coverage.

ALTERNATIVES:

- Discretion of the Board

RECOMMENDATION: Staff recommends renewing our insurance brokerage contract with Arthur J. Gallagher Risk Management Inc., and our Liability Insurance policy with One Beacon. We have been pleased with the service we have received from Gallagher and the handling of claims by One Beacon thus far and expect this service to continue in 2013. The AF&L Committee made no recommendation (3-3) at their November 20, 2012 meeting.

BUDGET IMPACT: \$287,890 total expenditure, which is a \$24,610 savings over the 2013 budgeted amount and a \$12,749 reduction over 2012. ACCT#s: 11020150 532380 (Broker Services) and 11020150 549990 (Insurance Premiums)

ACTION REQUIRED: Pass the Resolution.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.
FOR THE PROVISION OF CERTAIN INSURANCE
WITH ONE BEACON INSURANCE COMPANY**

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 is in receipt of a renewal proposal from Arthur J. Gallagher Risk Management Services, Inc., that provides for continued cost savings on provision of property and casualty insurance through One Beacon Insurance Company; and

WHEREAS, the VILLAGE has determined that it is reasonable, necessary, and desirable to renew said policies on terms in substantial compliance with the proposal attached hereto and incorporated herein by reference as Exhibit “A”; and

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

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

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 an agreement for provision of property and casualty insurance through One Beacon Insurance Company as recommended by Village Staff, and as set forth in the proposal attached hereto as Exhibit “A,” with such additions and revisions thereto as the Village Attorney shall require.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 27th day of November, 2012.

APPROVED:

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

Village of Bensenville

12 South Center Street
Bensenville, IL 60106

Proposal of Insurance

Presented: November 7, 2012

Property and Casualty Package

Effective: December 1, 2012 to December 1, 2013



Arthur J. Gallagher & Co.

Eddie Flodberg, Area Executive Vice President
Robert McWeeney, Area Vice President
Sean Gallagher, Area Vice President
Don Smolinski, Account Manager
Arthur J. Gallagher Risk Management Services, Inc.
Public & Nonprofit Division
The Gallagher Centre
Two Pierce Place
Itasca, IL 60143
eddie_flodberg@ajg.com
bob_mcweeney@ajg.com
www.ajg.com

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Executive Summary

Arthur J. Gallagher Risk Management Services, Inc. is pleased to present the December 1, 2012 to December 1, 2013 Property & Casualty Renewal for the Village of Bensenville. A detailed summary of the renewal is contained within this proposal.

When meeting with the Village for our pre-renewal meeting, we developed a renewal strategy to ensure competitive pricing was secured, with keeping the same program structure, retentions, and terms/conditions. In addition, we wanted to ensure the renewal pricing negotiated with the various carriers was consistent with current marketplace conditions.

As the nation's largest public entity insurance broker, we have access to all insurance markets that will entertain a risk like Bensenville. We approached several alternative carriers this year, and our marketing efforts resulted in premium savings for the Village.

Exposure Basis

The Village of Bensenville's primary exposure basis of property values remains flat, employee counts were flat, and automobile counts increased 8% for this renewal. The Village's exposures play a crucial role in the underwriting process, and given the relatively small changes, the marketplace has reflected strong pricing.

Claims Activity

Another critical role in pricing from year to year is the Village's claims experience and activity. Over the past three years in which OneBeacon has been the Village's Property and Casualty insurance partner, they have incurred a total claims experience of \$272,562. Based on these claims payments, the Village has a comprehensive and strong insurance carrier providing coverage for such losses, and we are very proud of the continued partnership and claims service that OneBeacon provides to the Village year after year. One prime example was the windstorm in June of 2011 when OneBeacon worked with the Village to secure the ultimate sum of loss payments, which was most advantageous for the Village. OneBeacon, Gallagher, and the Village worked together to get this claim settled properly, a sign that OneBeacon truly cares about their insureds.

Renewal Negotiations

In regards to the 2012-2013 Property/Casualty program with OneBeacon, we approached the marketplace on the Village's behalf with the goal of a continued competitive and comprehensive program and structure. OneBeacon Insurance Company remains our recommendation to the Village for the Property/Casualty lines of insurance, as they have offered a competitive renewal proposal even with the losses that they have incurred through the years. This competitive proposal shows the loyalty and consistency that OneBeacon continues to display to the Village since the partnership began in 2009. OneBeacon remains one of the nation's leading public entity insurance providers, and this is very well demonstrated by this year's renewal quotation.

On a total risk management program basis, the renewal premium this year for the Village has gone down by almost \$10,000. In addition, please recall that the Village saved over \$77,000 the first year Gallagher partnered with the Village, and if the Village would have seen flat renewals with Travelers since 2009, the accumulated savings to date are in excess of \$300,000.

Village of Bensenville

Risk Management Department Dedication

As in past years, Gallagher would like to thank Gary Ferguson and the entire human resources team at the Village of Bensenville. One of the most essential categories that fall under this department is Risk Management. The way in which they have been able to mitigate claims experience on a daily basis has been noticed by the insurance marketplace, as pricing for the Village remains extremely competitive. The insurance company visits to the Village at the direction of the HR department have gone very smoothly, with very favorable feedback. Gallagher again thanks Gary and his team for their dedication to the Village's risk management program in order to make the Village a safe place to work and live for all employees and residents respectively.

On behalf of the Arthur J. Gallagher Risk Management Services, Inc. account management team, we want to thank the Village for the opportunity to provide brokerage and risk management services to the Village of Bensenville. We value your loyalty and the relationship that we have established. It is our goal to continue to build this relationship by bringing new ideas, products, and services to the Village that will help you improve and manage your overall cost of risk.

Sincerely,

Eddie Flodberg
Area Executive Vice President

Bob McWeeney
Area Vice President

Sean Gallagher
Area Vice President

Don Smolinski
Account Manager

Service Team

Fax Number: (630) 285-4062
Office Hours: 9:00 a.m. to 5:00 p.m.
Monday – Friday
The Gallagher Centre
Two Pierce Place
Itasca, IL 60143

A service team approach will be implemented for Village of Bensenville to provide a senior level availability for all of your services and risk management needs as well as daily service requirements.

Service Team

Arthur J. Gallagher Risk Management Services, Inc.

Eddie Flodberg
Area Executive Vice President
(630) 285-4189
eddie_flodberg@ajg.com

Robert McWeeney
Area Vice President
(630) 285-4277
bob_mcweeney@ajg.com

Sean Gallagher
Area Vice President
(630) 694-5196
sean_gallagher@ajg.com

Don Smolinski, CRM
Account Manager
(630) 694-5196
donald_smolinski@ajg.com

Cindy LaMantia
Area President
(630) 285-4375
cindy_lamantia@ajg.com

Claims/Loss Control

Wayne Onyx
Loss Control Consultant
(630) 285-4162
wayne_onyx@ajg.com

Jim Krueger
Claims Advocate
(630) 620-2133
james_krueger@ajg.com

Michelle Anderson, J.D.
Claims Consulting Services
(630) 694-5492
michelle_anderson@ajg.com

The Gallagher Team Approach

Delivering the services required can only be accomplished through the focus of a team of quality people. We realize that no one individual can adequately handle an account, or know all there is to know about your organization.

To achieve the level of service you expect, your team at Arthur J. Gallagher Risk Management Services, Inc. will be led by your primary Account Executive. As team leader, it will be my responsibility to make sure that your service needs and interests are recognized, understood, and provided for by the designated service team.

The following is the integrated service team of Gallagher professionals:

Primary Account Executive – Eddie Flodberg, Area Executive Vice President, overall responsibility for client relationship and strategic account management

Backup Account Executive – Robert McWeeney and Sean Gallagher assist in client relationship and strategic account management

Branch Management – Cynthia LaMantia, Area President, oversees the management of Arthur J. Gallagher Risk Management Services, Inc. Public and Nonprofit Division.

Account Manager – Donald Smolinski, Account Manager, responsible for marketing and placement of insurance coverages and day-to-day account management such as policy issuance, endorsements, Certificates of Insurance, and billing.

The Gallagher Team Approach

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/compensation.

Account Service

At Arthur J. Gallagher & Co., we strive for long-term relationships. Insurance relationships begin with solid, cost-effective insurance programs, but endure because of excellent service. We will address the day-to-day needs of your organization in a timely manner, and by being proactive regarding your insurance program throughout each insurance term and market cycle. In these ways, we can address your changing insurance needs.

Renewals

At each renewal, we will meet with you to establish a renewal game plan, determining how many markets should be approached, how pricing is in the insurance marketplace, and what specific needs must be addressed. We will then approach markets we feel will present the best alternatives, and present each alternative at renewal as an option, even if we still feel the incumbent program is strongest. We will demonstrate how we have created competition within the marketplace to ensure that you receive the best renewal terms.

We make ourselves accountable by working with you to develop a written service schedule that meets your needs. You can track our service by referring to our written service commitment. Service becomes especially important as you continue to change and prosper.

As a top national broker, we have access to over 150 insurance companies and wholesalers. This maximizes your insurance options in any given policy year situation. In addition, the relationships we have cultivated with our markets are excellent. Our integrity and influence in the marketplace gives us an edge over other brokers. These factors are especially important to consider as the insurance needs of your organization become more complex, requiring more sophisticated solutions.

During the policy year, Arthur J. Gallagher & Co. will strive to provide the following service standards:

Automobile Identification Cards

ID cards will be issued upon binding of coverage.

Phone Calls

Phone calls will be returned within one working day of receipt.

Certificates of Insurance

Certificates of Insurance will be issued within one working day of receipt.

Quarterly Account Review

Quarterly account reviews will include review of claims, exposures, audits, and service.

Village of Bensenville

Claims

Claims will be reported directly to the Claims Administrator within one working day of receipt, and immediate acknowledgement of receipt will be sent to you. The Claims Administrator will follow up with the carrier within ten working days after receipt of a claim. All claims exceeding incurred reserves of \$10,000 will be discussed in detail at the quarterly account review. Monthly claim reports will be provided if requested.

Loss Control

We will coordinate all loss control activities between you and the service provider. We recommend that service be provided on a quarterly basis. We will also arrange loss control seminars on topics chosen by you upon request.



You deserve a broker who places the client first.



Gallagher Ranked #1 In Client Satisfaction!



Normally, we don't like to pat ourselves on the back.

But every so often our clients or someone in the industry will share with us how they feel about our partnership, the services we provide, or how we conduct business. And at Arthur J. Gallagher & Co. we're especially proud of two recent announcements.

Greenwich Associates Ranks Gallagher #1 in Overall Client Satisfaction.¹

Gallagher ranked #1 in overall client satisfaction among the five largest brokers in Greenwich Associates 2012 Large Corporate Insurance Survey. More than 700 clients were surveyed, and we placed first or second in every category, including #1 in "likelihood to recommend" - which means our clients are more likely to recommend us than any of our competitors' clients.

Gallagher also ranked first in the following 10 categories:

- #1 IN UNDERSTANDING CLIENTS' BUSINESS NEEDS
- #1 IN ETHICALITY
- #1 IN TRANSPARENCY IN COMPENSATION & PRICING
- #1 IN PROMPT FOLLOW-UP ON REQUESTS
- #1 IN KNOWLEDGE OF INSURANCE PRODUCTS
- #1 IN FLEXIBILITY
- #1 IN ABILITY TO INNOVATE
- #1 IN SATISFACTION WITH VISIT FREQUENCY
- #1 IN GLOBAL COORDINATION AND MANAGEMENT
- #1 IN THOUGHT LEADERSHIP

2012 Large Corporate Insurance Survey
Broker Rankings



The Top 5 brokers by market share (listed alphabetically) are Aon, Gallagher, Lockton, Marsh, and Willis.

Gallagher named one of the World's Most Ethical Companies for 2012.²

Arthur J. Gallagher & Co. was also recently named one of the World's Most Ethical Companies for 2012 by The Ethisphere Institute. Gallagher joins a small but distinguished list of companies committed to operating at the highest standards.



You manage your business. Let Gallagher manage your risk.

Arthur J. Gallagher & Co. operates differently than most insurance brokers. Our expert advisors are ready to get inside your business and truly understand your operations, your thinking, your past experiences and future plans. Only then can we architect solutions that truly support your objectives.



¹ Rankings based on Greenwich Associates Large Corporate Insurance Study (January 2012) of more than 700 companies. The top 5 brokers (by market share, listed alphabetically) are Aon, Gallagher, Lockton, Marsh and Willis.

² Ethisphere Institute, March 2012.

Scope of Responsibilities

Arthur J. Gallagher Risk Management Services, Inc. is responsible for only the coverages and services outlined in this Arthur J. Gallagher Risk Management Services, Inc. proposal.

Co-Broker Arrangement applies:

- Yes
 No

Arthur J. Gallagher Risk Management Services, Inc. is responsible for the placement of the following lines of coverage:

- Property/Casualty Package
- Crime
- Liquor Liability
- UST Liability

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Arthur J. Gallagher Risk Management Services, Inc. (AJGRMS). If you need help placing other lines of coverage or covering other types of exposure, please contact your AJGRMS representative.

Market Review

Obtaining a comprehensive and competitively priced program of insurance in the marketplace requires more than access to the market. Past experience and credibility with markets are the foundation of a successful campaign for your company. Accurate and detailed specifications are essential in all of Arthur J. Gallagher Risk Management Services, Inc. communications to each insurance company contacted.

Insurance Carrier	Coverages	Carrier Position <ul style="list-style-type: none"> • Quoted • Declined & Reason • Indication • Verbal Quote
Atlantic Specialty (OneBeacon) Insurance Company	Package: Property, General Liability, Law, Automobile, POL, EPLI, EBL, Umbrella	Quoted
Underwriters at Lloyd's of London	Liquor Liability	Quoted
Hanover Insurance Company	Crime	Quoted
Travelers Companies	Package: Property, General Liability, Law, Automobile, POL, EPLI, EBL, Umbrella	Quoted
Federal Insurance Company (Chubb)	Property, Boiler & Machinery, Inland Marine	Indication
Brit	Package	Declined
Trident	Package	Indication – High

Carrier Ratings and Admitted Status Rating Levels and Categories

Copies of the Best's Insurance Reports on the insurance companies are available upon your request.

Gallagher companies use A.M. Best Company's rating services to evaluate the financial condition of insurers whose policies we propose to deliver. Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Carriers that Quoted	A.M. Best's Rating	Admitted/ Non-Admitted
Atlantic Specialty Insurance Company	A XIII	Admitted
Underwriters at Lloyd's of London	A XV	Admitted
Hanover Insurance Company	A XIV	Admitted
Travelers Companies	A+ XV	Admitted

If the above indicates coverage is placed with a non-admitted carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state. The above A.M. Best Rating was verified on the date the proposal document was created.

Level	Category	Level	Category	Level	Category
A++, A+	Superior	B, B-	Fair	D	Poor
A, A-	Excellent	C++, C+	Marginal	E	Under Regulatory Supervision
B++, B+	Very Good	C, C-	Weak	F	In Liquidation
				S	Rating Suspended

Financial Size Categories					
FSC I		Up to 1,000	FSC IX	250,000	to 500,000
FSC II	1,000	to 2,000	FSC X	500,000	to 750,000
FSC III	2,000	to 5,000	FSC XI	750,000	to 1,000,000
FSC IV	5,000	to 10,000	FSC XII	1,000,000	to 1,250,000
FSC V	10,000	to 25,000	FSC XIII	1,250,000	to 1,500,000
FSC VI	25,000	to 50,000	FSC XIV	1,500,000	to 2,000,000
FSC VII	50,000	to 100,000	FSC XV	2,000,000	or more
FSC VIII	100,000	to 250,000			

(In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View the A.M. Best Important Notice: Best's Credit Ratings for a disclaimer notice and complete details at <http://www.ambest.com/ratings/notice>.

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GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS – INSURER

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. The rating is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Financial Strength Ratings – Insurer

	Rating	Descriptor	Definition
Secure	A++, A+	Superior	Assigned to companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
	A, A-	Excellent	Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
	B++, B+	Good	Assigned to companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Vulnerable	B, B-	Fair	Assigned to companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C++, C+	Marginal	Assigned to companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C, C-	Weak	Assigned to companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
	D	Poor	Assigned to companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.
	E	Under Regulatory Supervision	Assigned to companies (and possibly their subsidiaries/affiliates) placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal, ongoing insurance operations.
	F	In Liquidation	Assigned to companies placed in liquidation by a court of law or by a forced liquidation.
	S	Suspended	Assigned to rated companies when sudden and significant events affect their balance sheet strength or operating performance and rating implications cannot be evaluated due to a lack of timely or adequate information.

Rating Outlooks

Assigned to an interactive Financial Strength Rating to indicate its potential direction over an intermediate term, generally defined as 12 to 36 months.

Positive	Indicates possible rating upgrade due to favorable financial/market trends relative to the current rating level.
Negative	Indicates possible rating downgrade due to unfavorable financial/market trends relative to the current rating level.
Stable	Indicates low likelihood of a rating change due to stable financial/market trends.

Rating Modifiers

Modifier	Descriptor	Definition
u	Under Review	Indicates the rating may change in the near term, typically within six months. Generally is event driven, with positive, negative or developing implications.
pd	Public Data	Indicates rating assigned to insurer that chose not to participate in A.M. Best's interactive rating process.
s	Syndicate	Indicates rating assigned to a Lloyd's syndicate.

Affiliation Codes

Indicates rating is based on a type of affiliation with other insurers.

g	Group	p	Pooled	r	Reinsured
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Not Rated Categories

Assigned to companies reported on by A.M. Best, but not assigned a Best's Rating.

NR-1: Insufficient Data.	NR-2: Insufficient Size and/or Operating Experience.	NR-3: Rating Procedure Inapplicable.
NR-4: Company Request.	NR-5: Not Formally Followed.	

Rating Disclosure

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. The ratings are not assigned to specific insurance policies or contracts and do not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. A Best's Financial Strength Rating is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In arriving at a rating decision, A.M. Best relies on third-party audited financial data and/or other information provided to it. While this information is believed to be reliable, A.M. Best does not independently verify the accuracy or reliability of the information. For additional details, see A.M. Best's *Terms of Use* at www.ambest.com.

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Coverage Highlights
OneBeacon

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Coverage: Property/Inland Marine/Equipment Breakdown/Crime
Carrier: Atlantic Specialty Insurance Company
Form Type: Per Occurrence
Effective: December 1, 2012 to December 1, 2013

Coverage	Limit	Valuation Type	Deductible	Premium*
Buildings – Blanket	\$41,526,002	Replacement Cost	\$25,000	\$56,021
Business Personal Property	\$21,552,008	Replacement Cost	\$25,000	Included
Contractors' Equipment				
Scheduled	\$404,000	Actual Loss Sustained	\$25,000	Included
Unscheduled	\$100,000	Actual Loss Sustained	\$25,000	Included
Business Income/Extra Expense	\$1,000,000	Actual Loss Sustained	72 Hours	Included
Hardware and Media	\$250,000	Functional Replacement Cost	\$25,000	Included
Flood Annual Aggregate (excluding Zone A)	\$5,000,000		\$25,000	Included
Earthquake Annual Aggregate	\$5,000,000		\$25,000	Included
Employee Theft	\$25,000		\$25,000	Included
Forgery and Alterations	\$25,000		\$25,000	Included
Money and Securities	\$25,000		\$25,000	Included
Accounts Receivable	\$500,000		\$25,000	Included
Valuable Papers	\$500,000		\$25,000	Included
Equipment Breakdown	Included			Included
Expediting Expenses	\$100,000			Included
Hazardous Substances	\$100,000			Included
Spoilage	\$100,000			Included
CFC Refrigerants	\$100,000			Included

* Premium includes TRIA (Fire only) premium of \$799 This additional premium cannot be removed. Premium may be subject to Surplus Lines Taxes. See Bindable Quote and Compensation Disclosure Schedule. Full TRIA coverage, additional \$524.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Covered locations per Statement of Values on file with carrier
- Valuation is Replacement Cost, Agreed Amount, or Actual Loss Sustained (Time Element)
- Coinsurance is 100%
- Business Income/Extra Expense – 180 Days Civil Authority limited to 4 weeks
- Mobile Equipment
- Crime – Faithful Performance of Duty coverage applies
- Miscellaneous Tools and Equipment
- Debris Removal (\$250,000)

Village of Bensenville

- Sewer Backup Coverage is provided up to policy limits
- Data Breach Coverage

Inland Marine Coverages

- Data Breach
 - Deductible Amount – \$1,000
 - Any One Occurrence – \$25,000
 - Annual Aggregate – \$25,000
 - Additional Expense Coverage
 - ◆ Annual Aggregate Sublimits – \$25,000 limit each
 - Legal Services
 - Public Relations
 - Third-Party Data Breach
 - Data Extortion Ransom Coverage
 - Data Extortion Reward Coverage
- Contractors Equipment – Scheduled
 - Per Occurrence Limit – \$404,000
 - Deductible – \$25,000
- Contractors Equipment – Unscheduled
 - Per Occurrence Limit – \$100,000
 - Deductible – \$5,000

Exclusions include, but are not limited to:

- Terrorism unless TRIA is purchased
- Nuclear, Biological and Chemical Acts of Terrorism
- Flood Zones A and V
- Piers and Docks

Endorsements include, but are not limited to:

- ASC 00 03 01 98 Property Coverage Part Dec – Policy Level Limits of Insurance
- ASC 00 13 01 98 Supplemental Property Dec
- IL 09 53 01 08 Exclusion of Certified Acts of Terrorism
- VCP 001 01 10 Special Property Plus Coverage Form
- VCP 003 01 10 Property Conditions
- VCP 100 10 98 Commercial Property Dec
- VCP 228 01 10 Earthquake
- VCP 475 01 10 Broad Water Exclusion
- VCP 299 01 10 Flood Coverage
- VCP 511 01 10 Contractors' Equipment Limits of Insurance
- VCP 004 01 10 Crime Conditions
- VCP 513 02 05 Contractors' Equipment Schedule
- VCP 601 IL 02 05 Illinois Changes
- ASC 00 11 01 98 Schedule 2 – Coinsurance and Agreed Value Schedule
- ASC 00 11 01 98 Schedule 3 – Property Forms List
- VCP 470 01 10 Green Upgrades Additional Coverage

Village of Bensenville

Premium Terms:

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A
- Payment Terms: Four equal payments

Conditions of the Quote, Coverages, or Binding:

- None

Property Policy Coverage Enhancements

Coverage	Limit	Deductible
Bucket		
Per Occurrence	\$500,000	
Personal Effects of Officers, Partners & Employees		
Valuable Information Property		
Accounts Receivable		
Outdoor Property		
Fine Arts – Per Item	\$10,000	
Hardware and Media		
Fire Extinguisher and Automatic Extinguishing System Recharge		
Emergency Response Service Charge		
Conditional Sales Agreement		
Decreased Value of Stock due to damage to another part or parts of stock		
Tenants Improvements and Betterments		
Electronic Data Damage or Destruction from Inland Marine Causes of Loss		
Electronic Data Loss of Income and Extra Expense from Inland Marine Causes of Loss		
Property in Transit		\$25,000
Per Occurrence	\$50,000	
Property at Other Locations		\$25,000
Per Occurrence	\$50,000	
Crime Limit of Insurance	\$25,000	\$25,000
Money and Securities		
Money Orders and Counterfeit Paper Currency		
ERISA Employee Theft		\$0
Per Occurrence	\$25,000	
Newly Acquired or Constructed Property		\$25,000
Building	\$2,000,000	
Days	180	
Personal Property	\$1,000,000	
Days	180	
Claim Expense		\$0
Per Occurrence	\$50,000	
Reward		\$0
Per Occurrence	\$50,000	
Contractual Penalties		\$0
Per Occurrence	\$50,000	
Automatic Seasonal Increase (Peak Season)		\$25,000
Per Occurrence	\$100,000	

Village of Bensenville

Coverage	Limit	Deductible
Brands and Labels Expense		\$25,000
Per Occurrence	\$50,000	
Food Contamination		\$25,000
Per Occurrence	\$25,000	
Newly Acquired Property Business Income		
Per Occurrence	\$250,000	
Days	180	
Business Income Off Premises Power and Communication Failure		
Per Occurrence	\$25,000	
Water, Power (Not Including Overhead Transmission Lines), Communication (Not Including Overhead Transmission Lines)		
Contingent Business Premises		
Per Occurrence	\$100,000	
Lessors – Lease Cancellation		
Per Occurrence	\$25,000	
Tenant Relocation Expense		
Per Occurrence	\$25,000	
Electronic Data Damage or Destruction from Cyber Vandalism		\$25,000
Annual Aggregate – Employee/Non-Employee	\$50,000/\$10,000	
Electronic Data Loss of Income and Extra Expense from Cyber Vandalism		
Annual Aggregate – Employee/Non-Employee	\$50,000/\$10,000	
Waiting Period – 72 hours		
Denial of Service Coverage		
Annual Aggregate	\$10,000	
Preservation of Property – Expense		\$0
Per Occurrence	\$50,000	
Lock Replacement		
Per Occurrence	\$10,000	
Catastrophe Allowance		\$0
Annual Aggregate	\$50,000	
Expediting Expenses		\$0
Per Occurrence	\$50,000	
Soft Costs		\$0
Per Occurrence	\$25,000	
Temporary Relocation of Property Coverage During Renovation or Remodeling		
Per Occurrence	\$100,000	
Days	90	
Limited Coverage for Fungus, Wet Rot, Dry Rot, and Bacteria		\$25,000
Annual Aggregate	\$15,000	
Building Ordinance	\$500,000	\$0

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Coverage: General Liability
Carrier: Atlantic Specialty Insurance Company
Form Type: Per Occurrence
Effective: December 1, 2012 to December 1, 2013

Coverage	Limit	Aggregate	Deductible	Premium*
Each Occurrence Limit BI/PD	\$2,000,000		\$25,000	\$36,300
Personal and Advertising Injury Occurrence Limit	\$2,000,000		\$25,000	Included
Sexual Abuse	\$1,000,000		\$0	Included
Damage to Premises Rented to You	\$1,000,000		\$0	Included
General Aggregate Limit		\$2,000,000		Included
Products/Completed Operations		\$2,000,000		Included

* Premium excludes TRIA of \$1,089. Premium may be subject to Surplus Lines Taxes. See Bindable Quote and Compensation Disclosure Schedule.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Sexual Abuse – Each Occurrence – \$1,000,000

Statement of Defense Costs:

- In addition to Policy Limit, and if so:
 - Limited

Insuring Agreement

- Pay on Behalf

Exclusions include, but are not limited to:

- Nuclear
- Medical Payments

Endorsements include, but are not limited to:

- ASC 00 05 01 98 Liability Coverage Part Dec
- CG 21 75 06 08 Exclusion of Certified Acts of Terrorism and Other Terrorism
- GRS GL 101 07 07 Commercial General Liability Coverage Form
- GRS GL 202 07 07 Exclusion – Healthcare and Social Services Liability
- GRS GL IL 01 07 07 Illinois Changes – Cancellation and Nonrenewal
- GRS GL IL 03 09 07 Illinois Changes – Sexual Abuse

Village of Bensenville

- VCG 100 10 98 Liability Schedule
- ASC 00 11 01 98 Schedule 5 – Liability Forms List

Premium Terms:

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- None

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Coverage: Professional Liability
Carrier: Atlantic Specialty Insurance Company
Form Type: Claims-Made 9/1/2006 – Retroactive and/or Pending and Prior Litigation Date
Effective: December 1, 2012 to December 1, 2013

Coverage	Limit	Aggregate	Deductible	Premium*
Professional Liability Coverages				\$38,223
Public Officials Errors & Omissions				
Each Wrongful Act	\$1,000,000	\$1,000,000	\$50,000	Included
Public Officials Employment Practices				
Each Offense	\$1,000,000	\$1,000,000	\$50,000	Included
Employee Benefits Administration				
Each Offense	\$1,000,000	\$1,000,000	\$1,000	Included
Law Enforcement Liability	\$1,000,000	\$1,000,000	\$25,000	Included

* Premium excludes TRIA. Premium may be subject to Surplus Lines Taxes. See Bindable Quote and Compensation Disclosure Schedule.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- No change

Statement of Defense Costs:

- In addition to Policy Limit, and if so:
 - Limited

Exclusions include, but are not limited to:

- Fraud, Dishonesty, Bad Faith
- Riots, Strikes, Civil Commotion
- Fiduciary
- Personal Injury
- Governmental Civil Fines and Penalties
- Law Enforcement Activities
- **Note:** Deductible applies to loss and loss adjustment expense

Endorsements include, but are not limited to:

- APR 005 02 99 Professional Liability Declarations
- GRS EO 102 07 07 Public Officials Errors & Omissions – Claims-Made
- GRS EO IL 01 07 07 Illinois Changes – Cancellation and Nonrenewal
- GRS EO IL 02 07 07 Illinois Changes
- GRS EO IL 03 09 07 Illinois Changes –Pollution
- GRS EO IL 04 09 07 Illinois Changes – Sexual Abuse
- GRS EO IL 05 09 07 Illinois Changes – Extended Reporting Periods
- GRS EO IL 06 10 07 Illinois Changes – Exclusion of Punitive or Exemplary Damages
- GRS LE 101 07 07 Law Enforcement Liability Coverage Form
- GRS LE IL 01 07 07 IL Changes – Cancellation and Nonrenewal
- GRS LE IL 03 09 07 IL Changes – Pollution
- ASC 00 11 01 98 Schedule 6 – Professional Liability Policy Forms List

Premium Terms:

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- None

Claims-Made – Claim Definition and Claim Reporting Provisions:

- Refer to attached policy form

Extended Reporting Period Criteria:

- Refer to attached policy form

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Coverage: Automobile Liability/Physical Damage
Carrier: Atlantic Specialty Insurance Company
Form #: Specimen upon request
Effective: December 1, 2012 to December 1, 2013

Coverage	Each Occurrence Limit	Deductible	Premium*
Automobile Liability	\$1,000,000	\$25,000	\$44,054
Uninsured Motorist	\$1,000,000	None	Included
Underinsured Motorists	\$1,000,000	None	Included
Hired and Nonowned Liability	Included	None	Included
Physical Damage – Specified Perils			
Comprehensive	Per Schedule	\$5,000 Per Occurrence	Included
Collision	Per Schedule	\$5,000 Per Occurrence	Included

* Premium excludes TRIA premium. Premium may be subject to Surplus Lines Taxes. See Bindable Quote and Compensation Disclosure Schedule.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Physical Damage Deductible capped at \$25,000

Coverage Extensions for Government Autos

- | | |
|--|---|
| <ul style="list-style-type: none"> Additional Insured by Contract Airbag Discharge Auto Theft Reward Bodily Injury Redefined – Mental Anguish Commandeered Autos Customized Vehicles Duties in the Event of Accident, Claim, Suit, or Loss Elected or Appointed Officials as Insureds Electronic Equipment Employees and Volunteers as Insureds Expected or Intended Injury Exclusion | <ul style="list-style-type: none"> Extra Expense – Broadened Coverage Fellow Employee Exclusion Freezing Coverage – Emergency Vehicles Glass Repair – Waiver of Deductible Hired Auto Physical Damage Coverage Hired Auto – Worldwide Coverage Territory Lease Gap Coverage Liability Coverage Extensions – Supplementary Payments Physical Damage – Transportation Expenses Towing – Covered Autos |
|--|---|

Auditable Exposures and Audit Frequency, if applicable:

- Annual adjustment – 92 vehicles at inception

Statement of Defense Costs:

- In addition to Policy Limit, and if so:
 - Limited

Exclusions include, but are not limited to:

- Nuclear Energy
- Terrorism

Endorsements include, but are not limited to:

- ACA 01 07 91 Business Auto Declarations (Part I)
- ACA 02 07 91 Business Auto Declarations (Part II)
- ACA 03 07 91 Business Auto Declarations (Part III)
- ACA 69 02 95 Illinois Amendatory Endorsement
- CA 00 01 03 06 Business Auto Coverage Form
- CA 01 20 06 03 Illinois Changes
- CA 03 02 03 06 Deductible Liability Coverage
- CA 20 18 12 93 Professional Services Not Covered
- CA 21 30 11 08 Illinois Uninsured Motorist Coverage
- CA 21 38 11 08 Illinois Underinsured Motorist Coverage
- CA 23 84 01 06 Exclusion of Terrorism
- GRS CA 400 09 07 @vantage for Government Risks
- IL 00 21 07 02 Nuclear Energy Liability Exclusion (N/A to NY or WA)
- ASC 00 11 01 98 Schedule 7 – Auto Forms List
- ASC 00 11 01 98 Schedule 8 – Auto Composite Rate Schedule
- ASC 00 11 01 98 Schedule 9 – Uninsured Motorist

Premium Terms:

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- None

Commercial Automobile

Covered Auto Symbol	Coverage
1	Liability
N/A	Personal Injury Protection
N/A	Added Personal Injury Protection
N/A	Property Protection (Michigan Only)
N/A	Auto Medical Payments
N/A	Medical Expense and Income Loss Benefits (Virginia Only)
2	Uninsured Motorist
2	Underinsured Motorist
2	Physical Damage – Comprehensive Coverage
2	Physical Damage – Collision Coverage
N/A	Physical Damage – Towing and Labor

If policy is not written on an ISO form, include the disclaimer listed below. (The disclaimer should be removed if policy is written on an ISO form.)

Commercial Automobile policies utilize a set of coverage symbols to stipulate a category of covered autos. One or more symbols are assigned to each coverage purchased indicating which autos that coverage applies to. Please refer to your policy and make certain that you read and understand the various auto symbols and associated descriptions. Specific symbols may apply to either a particular kind of vehicle or the vehicle's ownership status. The symbols could also differ depending upon whether the coverage is for Liability or Physical Damage. Also, in certain circumstances, an insurance company may agree to provide coverage for an auto scenario that is not described in the auto symbols. When this occurs, a unique symbol and related description is used. If you have any questions regarding the auto symbols or associated descriptions contained in your policy, please contact us.

Description of Covered Auto Designation Symbols

Symbol	Description of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject to No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject to a Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist's requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent, or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees," partners (if you are a partnership), members (if you are a limited liability company), or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent, or borrow that are used in connection with your business. This includes "autos" owned by your "employees," partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject to Compulsory or Financial Responsibility or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Coverage: Umbrella Liability
Carrier: Atlantic Specialty Insurance Company
Form Type: Per Occurrence
Effective: December 1, 2012 to December 1, 2013

Coverage	Limit	Retention	Premium*
Each Claim	\$10,000,000	\$0	\$38,554
Aggregate – All Claims Excess of Underlying	\$10,000,000		

* Premium excludes TRIA of \$386. Premium may be subject to Surplus Lines Taxes. See Bindable Quote and Compensation Disclosure Schedule.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Follow form underlying – General Liability, Professional Liability, Automobile Liability

Statement of Defense Costs:

- In addition to Policy Limit, and if so:
 - Limited

Insuring Agreement

- Pay on Behalf

Exclusions include, but are not limited to:

- Per underlying exclusions

Endorsements include, but are not limited to:

- GRE EL IL 02 09 07 Illinois Changes – Sexual Abuse
- GRS EL 100 07 07 Excess Liability Coverage Part Declarations
- GRS EL 101 07 07 Excess Liability Coverage Form
- GRS EL IL 01 07 07 Illinois Changes – Cancellation and Nonrenewal
- ASC 00 11 01 98 Schedule 10 – Excess Policy List of Forms

Premium Terms:

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- None

Claims-Made – Claim Definition and Claim Reporting Provisions:

- Refer to attached policy form

Extended Reporting Period Criteria:

- Follow Form policy. Refer to attached policy form.

Coverage Highlights
Travelers

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Package – Travelers Insurance Company

Coverage: Property
Carrier: Travelers Property & Casualty Company
Form Type: Per Occurrence
Effective: December 1, 2012 to December 1, 2013

Coverage	Limit	Valuation	Deductible	Premium*
Blanket Building and Personal Property	\$62,502,836	Replacement Cost	\$25,000	\$59,886
Equipment Breakdown	Included in Blanket	Replacement Cost	\$25,000	Included
Spoilage	\$250,000	Replacement Cost	\$25,000	Included
Ammonia Contamination	\$250,000			
Hazardous Substance	\$250,000			
Accounts Receivable	\$100,000	Replacement Cost	\$25,000	Included
Debris Removal	\$250,000	Replacement Cost	\$25,000	Included
Business Income Extra Expense	\$1,000,000	Replacement Cost	72 Hrs.	Included
Fine Arts	\$50,000	Replacement Cost	\$25,000	Included
Newly Constructed or Acquired Property	\$2,000,000	Replacement Cost	\$25,000	Included
Newly Constructed or Acquired Property Contents	\$1,000,000	Replacement Cost	\$25,000	Included
Ordinance or Law	\$250,000	Replacement Cost	\$25,000	Included
Outdoor Property	\$50,000	Replacement Cost	\$25,000	Included
Pollution Cleanup	\$100,000 – aggregate	Replacement Cost	\$25,000	Included
Valuable Papers	\$500,000	Replacement Cost	\$25,000	Included
Electronic Data Processing Equipment	\$250,000	Replacement Cost	\$25,000	Included
Earthquake Sublimit	\$2,500,000 any one/annual aggregate	Replacement Cost	\$50,000	Included
Flood Sublimit	\$2,500,000/annual aggregate	Replacement Cost	\$25,000/ \$100,000*	Included

* Property/Inland Marine – collectively must be rejected or accepted for Terrorism coverage. Cannot reject or accept coverage for one and not the others. TRIA coverage for Property is \$1,797 and is in addition to total Property premium.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Replacement Cost – ACV if not prepaid or replaced

Exclusions include, but are not limited to:

- Mold or Bacteria
- Underground tanks, flues, pipes, and drains
- Terrorism
- Excluded locations FEMA Zone A, Zone V

Village of Bensenville

Endorsements include, but are not limited to:

- Public Sector Services Public Entity Property Endorsement
- Public Entity Property Endorsement

Premium Terms:

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- Signed Statement of Values
- Verification of Values at Police Station, Public Works Building, Wastewater Treatment Plant

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Package – Travelers Insurance Co.

Coverage: Inland Marine
Carrier: Travelers Property & Casualty Company
Form Type: Per Occurrence
Effective: December 1, 2012 to December 1, 2013

Coverage	Limit	Aggregate	Deductible	Premium*
Contractors Equipment – Scheduled	\$384,000	Actual Cash Value	\$5,000	\$1,135
Newly Acquired Contractors Equipment	\$250,000	Actual Cash Value	\$5,000	Included
Leased or Rented	\$250,000	Actual Cash Value	\$5,000	Included

* Property/Inland Marine – Collectively must be rejected or accepted for Terrorism coverage. Cannot reject or accept one and not the other. TRIA coverage for Inland Marine is \$N/A and is in addition to total Inland Marine premium.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Actual Cash Value – Contractors Equipment and Computer Equipment
- Replacement Cost – All other coverages

Insuring Agreement

- Pay on Behalf

Exclusions include, but are not limited to:

- DIC – Mold or Bacteria Exclusion
- Small Computer – Mold or Bacteria
- Terrorism

Endorsements include, but are not limited to:

- Mold or Bacteria Exclusion with Named Perils Exception Endorsement

Premium Terms:

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- Signed Authorization to Bind Coverage

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Coverage: Crime
Carrier: Travelers Property & Casualty Company
Form Type: Per Occurrence
Effective: December 1, 2012 to December 1, 2013

Coverage	Limit	Retention	Premium*
Employee Theft	\$250,000	\$2,500	\$2,742
Depositors Forgery and Alteration	\$100,000	\$2,500	Included
Theft, Disappearance, and Destruction	\$100,000	\$2,500	Included
Computer Funds Transfer Fraud	\$250,000	\$2,500	Included

* Premium includes TRIA premium of N/A. This additional premium can be removed with acceptance of an absolute Terrorism exclusion.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Limit applies in excess of deductible
- Deductible applies to each claim
- Territory – U.S., U.S. Virgin Islands, Puerto Rico, Canal Zone, or Canada
- Theft – means the unlawful taking of money, securities or other property to the deprivation of the insured
- \$25,000 sublimit applies to Money Orders/Counterfeit Currency

Exclusions include, but are not limited to:

- Employee cancelled under prior insurance
- Loss caused by any employee required by law to be individually bonded
- Loss caused by Treasurer or Tax Collector
- Proof of loss dependent on Inventory shortages or a profit and loss computation
- Accounting or Arithmetical Errors & Omissions
- Vandalism
- Voluntary parting of title to or possession of property
- Governmental Action
- Legal Expenses
- Nuclear
- War

Endorsements include, but are not limited to:

- Government Change Endorsement

Village of Bensenville

Premium Terms:

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- None

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Coverage: Package
Carrier: Travelers Indemnity Company
Form Type: Per Occurrence
 Claims-Made 12/1/1999 – Retroactive and/or Pending and Prior Litigation Date
Effective: December 1, 2012 to December 1, 2013

Coverage	Limit	Aggregate	Deductible	Premium*
General Liability	\$1,000,000	\$3,000,000	\$25,000	\$46,196
Law Enforcement Liability	\$1,000,000	\$2,000,000	\$25,000	\$22,959
Public Entity Liability	\$1,000,000	\$2,000,000	\$25,000	\$11,326
Employee Benefits Liability	\$1,000,000	\$3,000,000	\$1,000	\$343
Employment Practices Liability	\$1,000,000	\$2,000,000	\$25,000	\$13,036

* Premium excludes TRIA premium. TRIA additional premium, 1% as applicable. Premium may be subject to Surplus Lines Taxes. See Bindable Quote and Compensation Disclosure Schedule.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Claims-Made coverage for Errors & Omissions, Employment Practices Liability December 1, 1999 Retro Date Employee Benefits Liability – No Retro Date

Liability Coverages Included

- Products/Completed Work
- Premises Damage Legal Liability
- Watercraft Liability (under 25 ft. in length)
- Volunteer Workers
- Personal and Advertising Injury
- Broad Form Contractual
- Wrongful Acts of past, present, or future officials or members of boards, directors, or volunteers of the named insured while acting in the scope of their duties for the insured organization
- Sewer Backup
- Failure to Supply

Statement of Defense Costs:

- Within Policy Limit (expenses erode policy limit)
- In addition to Policy Limit, and if so:
 - Limited

Insuring Agreement

- Pay on Behalf

Exclusions include, but are not limited to:

- Property Owned by the Insured
- Asbestos-Related Claims
- Medical Express
- Expected or Intended Acts
- Mold, Other Fungi, or Bacteria
- Terrorism

Endorsements include, but are not limited to:

- Extended Bodily Injury
- Broad Form Property Damage
- Host Liquor Liability
- Intentional Injury or Damage resulting from the use of reasonable force to protect people/property
- Nonowned Watercraft (less than 75 feet)
- Bodily Injury and Property Damage Pollution coverage for:
 - Pesticide/herbicide application
 - Application of chlorine or sodium hypo chlorite in sewage/water treatment or swimming pools
 - Hostile Fire Heat, Fumes, Smoke
 - Mobile Equipment Operating Fluids
 - Firefighting or Emergency Response Services
- Amendment of Coverage B Personal & Advertising Injury

Premium Terms:

- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- Proposal highlights certain features and benefits of Travelers Public Sector Service Program. Final term, conditions, and exclusions are contained in each individual policy.
- When Travelers is not the Claim Administrator, the following applies:
 - Immediate notifications of:
 - Any claim exceeding 50% of any SIR
 - The total claim activity exceeding 50% of the total SIR
 - Serious injury claims outlined in policy forms
 - Quarterly loss runs from the TPA or self-administrator that include the date of loss, claimant name, description of the claim, open and closed claim amounts, open and closed expense amounts
 - Cooperation in claim audits (minimum requirement is annual)
 - A copy of the agreement between TPA and Insured
 - Advance notice of any change in Claim Administrator
- Please refer to the forms entitled General Rules and What to Do if You Have a Loss Self-Insured Retention Endorsement outlining your responsibilities to report claims

Claims-Made – Claim Definition and Claim Reporting Provisions:

- Refer to the **attached** policy form for the definition of a claim and incident or claim reporting provisions

Extended Reporting Period Criteria:

- See attached



Our expenses. We'll pay all expenses, including defense expenses, we incur.

Defense expenses means any of the following fees, costs, or expenses that result directly from the investigation, defense, or appeal of a specific claim or suit:

- Fees, costs, or expenses of hired or appointed attorneys.
- The costs of proceedings involved in the suit, including court reporter's, arbitrator's, or mediator's fees.
- Independent expert's or special investigator's fees, costs, or expenses.

But we won't consider any of the following to be defense expenses:

- Our expenses, including salaries, wages, or travel expenses of our employees, other than fees, costs, or expenses incurred by us in connection with a specific claim or suit.
- Fees, costs, or expenses of independent adjusters or attorneys for adjusting claims.
- Fees, costs, or expenses for coverage opinions.
- Payments we make under the Right to appeal a judgment against a protected person section.
- Our recovery expenses, as explained in the Recovering Damages From A Third Party section in your General Rules, which is a part of your policy.

Bonds to release property. - We'll pay the cost of bonds to release property that's being used to secure a legal obligation. But only for bond amounts within the limit of coverage that applies. We don't have to furnish such bonds.

Expenses incurred by a protected person with our consent. We'll pay all reasonable expenses that any protected person incurs at our request while helping us investigate or settle, or defend a protected person against, a claim or suit. But we won't pay more than \$500 per day for earnings actually lost by a protected person because of time taken off from work.

Taxed costs. We'll pay all costs taxed against any protected person for covered loss in a suit.

Prejudgment interest. We'll pay the interest that accumulates before a judgment and is awarded against the protected person on that part of a judgment we pay. But if

we make a settlement offer to pay the available limit of coverage, we won't pay the prejudgment interest that accumulates after the date of that offer.

Postjudgment interest. We'll pay the interest that accumulates on the full amount of a judgment against the protected person from the date of the judgment to the date we pay, or deposit in court, the limit of coverage that applies to the judgment. But if we don't pay part of the judgment for any reason other than it's more than the limit of coverage that applies, we won't pay the postjudgment interest that accumulates on that part of the judgment.

Right to appeal a judgment against a protected person. We'll have the right to appeal a judgment awarded in a suit that includes damages for covered loss if:

- we defend a protected person against the suit; and
- the judgment is awarded against the protected person.

If we appeal such a judgment, we'll pay all expenses which result directly from that appeal, including postjudgment interest and the cost of appeal bonds. Such appeal expenses are in addition to the limits of coverage. However, the results of an appeal won't change the limits of coverage that apply under this agreement.

When This Agreement Covers

When a claim or suit must be first made or brought against a protected person. We'll apply this agreement to claims or suits for loss covered by this agreement only when they're first made or brought against a protected person:

- while this agreement is in effect; or
- during the limited reporting period or the extended reporting period, if either one applies.

Limited reporting period means the 60 days, starting with the ending date of this agreement, during which claims or suits for covered loss may be first made or brought against a protected person.

Extended reporting period means the 12-month period of time, starting with the ending date of this agreement, during which claims or suits for covered loss may be first made or brought against a protected person.

When we consider a claim or suit to be first made or brought against a protected person.

We'll consider a claim or suit for covered loss to be first made or brought against a protected person on the earliest of the following dates:

- The date that we or any protected person first receives written notice of such claim or suit.
- The date that we first receive written notice from any protected person of a specific wrongful act that caused the loss which resulted in such claim or suit.

We'll consider all claims or suits for covered loss that is caused by:

- the same wrongful act; or
- related wrongful acts;

to have been first made or brought against a protected person on the date that the first of those claims or suits was first made or brought against a protected person, regardless of whether such date is before or while this agreement is in effect.

What we require in a written notice of a specific wrongful act.

We won't consider a claim or suit to be first made or brought against a protected person on the date we first receive written notice of a specific wrongful act unless that notice contains the following information:

- A description of the wrongful act, including its date, time, place, and circumstances.
- The nature of the potential damages.
- The names of each actual or potential claimant and protected person involved.
- The manner in which each of the protected persons first became aware of the circumstances involved.

Notice to us that:

- all or part of any protected person's acts or omissions may in the future be discovered to be a wrongful act; and
- any protected person may in the future receive written notice of a wrongful act, claim, or suit;

is not notice of a specific wrongful act.

When the limited reporting period will apply.

The limited reporting period will automatically apply to this agreement without an additional premium. The limited reporting period may not be canceled by you or us once it applies.

However, the limited reporting period won't apply to claims or suits for covered loss that:

- are covered by any other insurance you buy that takes effect on or after the ending date of this agreement; or
- would have been covered by such insurance if its limits of coverage hadn't been used up.

How the limited reporting period applies. The limited reporting period doesn't extend the time that this agreement is in effect. As a result, we'll consider any claim or suit for covered loss that is first made or brought against a protected person during the limited reporting period to have been first made or brought against a protected person on the ending date of this agreement.

When and how an extended reporting period can be added. If this agreement is canceled or not renewed for any reason, an extended reporting period can be added with an Extended Reporting Period Endorsement and the payment of an additional premium.

Also, if we renew or replace this agreement with insurance that does not provide coverage on a claims-made basis, an extended reporting period can be added with an Extended Reporting Period Endorsement and the payment of an additional premium.

However, the Extended Reporting Period Endorsement won't take effect unless we receive all of the following within 60 days after the ending date of this agreement and you have fulfilled all other duties, and complied with all other conditions and requirements, under this agreement:

- A written request from you to purchase the Extended Reporting Period Endorsement.
- Full payment of the earned premium for this agreement.
- Payment of the additional premium for the Extended Reporting Period Endorsement.
- Repayment of any deductible you owe us under this agreement.

But once the Extended Reporting Period Endorsement takes effect, it may not be canceled by you or us.

How the extended reporting period applies.

When the extended reporting period applies, it replaces the limited reporting period. The extended reporting period doesn't extend the time that this agreement is in effect. As a

result, when the extended reporting period applies, we'll consider any claim or suit for covered loss that is first made or brought against a protected person during the extended reporting period to have been first made or brought against a protected person on the ending date of this agreement.

How we'll figure the additional premium for the Extended Reporting Period Endorsement. We'll figure the additional premium for the Extended Reporting Period Endorsement in accordance with our rules and rates. But we won't charge more than 75% of the annual premium for the last policy year of this agreement.

Where This Agreement Covers

We'll apply this agreement to covered loss that is caused by a wrongful act committed anywhere in the world. But only if the protected person's liability for loss is determined in a suit on the merits brought in the coverage territory, or in a settlement agreed to by us. And we'll only make payments under this agreement in the coverage territory.

Coverage territory means:

- the United States of America, including its territories and possessions and Puerto Rico;
- Canada; and
- international waters or airspace only during travel or transportation between any of the above places.

Who Is Protected Under This Agreement

Public entity. If you're shown in the Introduction as a named insured and a public entity, you're a protected person.

Elected or appointed officials. Your lawfully elected or appointed officials, directors, or executive officers are protected persons only for the conduct of their duties as your elected or appointed officials, directors, or executive officers.

Employees and volunteer workers. Your employees are protected persons only for:

- work done within the scope of their employment by you; or
- their performance of duties related to the conduct of your operations.

And your volunteer workers are protected persons only for activities or work they conduct or perform:

- at your direction; and
- within the scope of their duties for you.

Employee includes a leased worker.

Leased worker means any person who:

- is hired from an employee leasing firm under a contract or agreement between the hirer and that firm; and
- is performing duties related to the conduct of the hirer's operations.

Employee leasing firm means any person or organization that hires out workers to others, including any:

- employment agency, contractor, or service;
- labor leasing firm; or
- temporary help service.

Volunteer worker means any person who:

- isn't working within the scope of his or her employment as an employee;
- donates his or her work; and
- isn't paid a fee, salary, or other compensation for that work.

Legal representatives of certain protected persons. Any legal representative of a protected person who has died, or become mentally incompetent, insolvent, or bankrupt,

is a protected person, but only for the rights and duties of that deceased, mentally incompetent, insolvent, or bankrupt protected person under this agreement.

Legal representative includes the estate, heirs, executors, administrators, or trustees of such a protected person.

Boards. Your boards are protected persons. Members of your boards are protected persons only for the conduct of their duties for you or for your boards. And employees of your boards are protected persons only for:

- work done within the scope of their employment by your boards; or
- their performance of duties related to the conduct of the operations of your boards.

However, no such board, member, or employee is a protected person if there's valid and collectible other insurance for loss covered by this agreement that is available to such board, member, or employee.

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Coverage: Automobile Liability
Carrier: Travelers Indemnity Company
Form #: Specimen upon request
Effective: December 1, 2012 to December 1, 2013

Coverage	Symbol	Limit	Aggregate	Deductible	Premium*
Automobile Liability	1	\$1,000,000		\$25,000	\$29,222
Uninsured Motorist	2	\$1,000,000			Included
Underinsured Motorist	2	\$1,000,000			Included
Automobile Physical Damage	2	ACV		\$5,000	\$6,017

* Premium excludes TRIA premium. This additional premium, 1% as applicable. Premium may be subject to Surplus Lines Taxes. See Bindable Quote and Compensation Disclosure Schedule.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Autos 85 units – ACV, Composite Rated
- Hired Automobile Physical Damage Deductible \$1,000

Auditable Exposures and Audit Frequency, if applicable:

- Vehicle Adds, Deletes: Annual

Statement of Defense Costs:

- In addition to Policy Limit, and if so:
 - Limited

Exclusions include, but are not limited to:

- Pollution Liability
- Nuclear Liability
- ERISA

Endorsements include, but are not limited to:

- Garagekeepers
- Agreed Value
- Public Entity Auto Extension

Premium Terms:

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

Village of Bensenville

Conditions of the Quote, Coverages, or Binding:

- Signed UM/UIM/UMPD Selection Forms
- Complete Drivers List

Description of Covered Auto Designation Symbols

Symbol	Description of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject to No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject to a Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist's requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent, or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees," partners (if you are a partnership), members (if you are a limited liability company), or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent, or borrow that are used in connection with your business. This includes "autos" owned by your "employees," partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject to Compulsory or Financial Responsibility or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Coverage: Umbrella Liability
Carrier: Travelers Indemnity Company
Form Type: Per Occurrence
Effective: December 1, 2012 to December 1, 2013

Coverage	Limit	Underlying Limit	Retention	Premium*
Each Occurrence	\$10,000,000	Various	\$10,000	\$38,440
General Aggregate	\$10,000,000			

* Premium excludes TRIA premium. TRIA additional premium, 1% as applicable. Premium may be subject to Surplus Lines Taxes. See Bindable Quote and Compensation Disclosure Schedule.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

Follow form over the following:

- General Liability
- Automobile Liability
- Law Enforcement Liability
- Public Entity Management Liability
- Employment-Related Practices Liability
- Employee Benefit Plans Liability

Statement of Defense Costs:

- In addition to Policy Limit, and if so:

Insuring Agreement

- Pay on Behalf

Auditable Exposures and Audit Frequency, if applicable:

- Not Applicable

Exclusions include, but are not limited to:

- Asbestos Exclusion Endorsement
- Mold, Other Fungi, or Bacteria Exclusion Endorsement
- Healthcare Professional Services Exclusion Endorsement
- Injury to Volunteer Firefighters Exclusion Endorsement
- Public Use of Property Exclusion Endorsement (eminent domain exclusion)
- Unsolicited Communication Exclusion Endorsement

Village of Bensenville

- Excluded Operations and Premises
 - Airport, including any airfield, runway, hangar, terminal, or other property in connection with aviation activities
 - Dams, levees, or dikes
- Abuse or Molestation
- Sewer Backup
- Failure to Supply

Endorsements include, but are not limited to:

- Amendment of Who is Insured

Premium Terms:

- Minimum Premium: N/A
- Minimum Earned, Annual and Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- Signed Authorization to Bind Coverage

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Coverage: Crime
Carrier: Hanover Insurance Company
Form Type: Discovery
Effective: December 1, 2012 to December 1, 2013

Coverage	Limit	Valuation Type	Deductible	Premium*
Employee Theft – per loss	\$500,000		\$2,500	\$4,631
Employee Theft – per employee coverage	Not covered		Not covered	
Forgery or Alteration	\$500,000		\$2,500	
Inside the Premises – Theft of Money and Securities	\$500,000		\$2,500	
Inside the Premises – Robbery or Safe Burglary of Other Property	Not covered		Not covered	
Outside the Premises	\$500,000		\$2,500	
Computer Fraud	\$500,000		\$2,500	
Funds Transfer Fraud	\$500,000		\$2,500	
Money Orders and Counterfeit Money	\$500,000		\$2,500	

* Premium includes TRIA premium of N/A. This additional premium can be removed with acceptance of an absolute Terrorism exclusion. Premium may be subject to Surplus Lines Taxes. See Bindable Quote and Compensation Disclosure Schedule.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Discovery Period: One Year
- Three-year policy, annual installments of \$4,631

Exclusions include, but are not limited to:

- Continuation (third year) of three-year policy

Endorsements include, but are not limited to:

- Continuation (third year) of three-year policy

Premium Terms:

- Minimum Earned or Minimum Deposit: N/A

Conditions of the Quote, Coverages, or Binding:

- None

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Coverage: Liquor Liability
Carrier: Underwriters at Lloyd's of London (IL)
Form #: LII 12 (01/07)
Form Type: Per Occurrence
Effective: December 1, 2012 to December 1, 2013

Coverage	Limit	Retention	Premium*
Liquor Liability	\$1,000,000 CSL \$1,000,000 Aggregate	N/A	\$1,530

* Premium includes TRIA premium.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Coverages include, but are not limited to:

- Liquor Liability Form (Illinois)

Auditable Exposures and Audit Frequency, if applicable:

- Not Auditable

Statement of Defense Costs:

- In addition to Policy Limit, and if so:
 - Limited

Exclusions include, but are not limited to:

- Certain Loss to Means of Support or Loss of Society
- Punitive Damage

Endorsements include, but are not limited to:

- Policyholder Disclosure Notice of Terrorism Insurance Coverage

Premium Terms:

- Minimum Premium: N/A

Conditions of the Quote, Coverages, or Binding:

- None

Premiums/Fees Comparison: Expiring to Recommended Carriers

Line of Coverage	Incumbent Carrier Name	Incumbent Carrier Premium	Proposed Carrier Premium	Recommended Carrier Name
1. Property (including Flood/Earthquake)	OneBeacon	\$55,781	\$56,021	OneBeacon
2. Equipment Breakdown	OneBeacon	Included	Included	OneBeacon
3. Inland Marine	OneBeacon	113	Included	OneBeacon
4. General Liability	OneBeacon	41,500	36,300	OneBeacon
5. Automobile Liability and Physical Damage	OneBeacon	46,533	44,054	OneBeacon
6. Law Enforcement Liability	OneBeacon	38,163	38,223	OneBeacon
7. Public Officials Liability	OneBeacon	Included	Included	OneBeacon
8. Employment Practices Liability	OneBeacon	Included	Included	OneBeacon
9. Employee Benefits Liability	OneBeacon	Included	Included	OneBeacon
10. Excess Liability	OneBeacon	39,336	38,554	OneBeacon
11. Terrorism Fire Only*	OneBeacon	Included	Included	OneBeacon
12. Crime	Hanover	4,631	4,631	Hanover
13. Liquor Liability	Lloyd's	1,450	1,530	Lloyd's
14. Arthur J. Gallagher Risk Management Services, Inc. Fee		37,132	35,000	Gallagher
15. All Other Fees, if applicable				
16. Expiring Total Premium		\$264,639		
17. Recommended Renewal Premium			\$254,313	

Note: Surplus Lines Taxes, if applicable, are included in the “Bindable Quote and Compensation” pages. These taxes are in addition to the above fees.

Pro-Rata/Undecided State Surplus Lines Billing Disclaimer – If you elect to bind coverage with a non-admitted carrier. Surplus lines taxes must be collected and remitted to your Home State, as defined in The Non-admitted and Reinsurance Reform Act. Your Home State has not yet established a process for the remittance of the non-Home State portion of the tax. We intend to bill the surplus lines taxes for the non-Home States, and hold these taxes until a process for remittance is established and payment to the non-Home State may be made. If no such process is established by the Home State, and the risk of future claim by the non-Home State is determined to no longer exist, then the taxes will be returned to you.

Carrier Payment Plan

Premiums for the policies are due and payable as billed, in full or as insurance company installments.

Carrier	Payment Schedule
Atlantic Specialty Insurance Company	Equal quarterly payments (12/1/11, 3/1/12, 6/1/12, 9/1/12)
Hanover Insurance Company	Annual
Underwriters at Lloyd’s of London	Annual
Travelers Insurance Companies	Annual, semi-annual, quarterly

Bindable Quotations and Compensation Disclosure Schedule

For the coverage options you choose to have us bind, premiums are due and payable as billed, in full or as insurance company installments. Premiums may be financed, subject to acceptance by an approved finance company. Note: Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required.

Carrier Name and Coverage	(1) Est. Annual Premium	Fee Income, if applicable	(2) Comm. %	Wholesaler MGA or Intermediary		
				(3) Name	(4) Broker % (Insert **** if applicable)	AJG- Owned Yes/No
Package and Umbrella						
OneBeacon Insurance Company (with Property)	\$213,152	\$35,000	N/A	N/A		
Travelers Insurance Company	\$231,299	Included				
Crime						
Hanover Insurance Company	\$4,631	N/A	10%	N/A		
Liquor Liability						
Underwriters at Lloyd's of London	\$1,450	Included	0%	Risk Placement Services, Inc.	20%	Yes

Surplus Lines Taxes/Fees				
Non-Admitted Carriers	State	Tax %	Actual Tax Dollars	Fees
N/A				

See next page for all applicable disclaimers.

Village of Bensenville

Please note: The asterisks below are only applicable if triggered in the Bindable Quotations and Compensation Disclosure Schedule.

Some carriers pay Gallagher supplemental or contingent commissions in addition to the policy commission. Contingent commissions are typically contingent upon performance factors such as growth, profit, volume or retention, while supplemental commissions are not. These supplemental or contingent commissions may range from less than 1% up to 10% of the policy premium. Please refer to the [Contingent and Supplemental Commission Disclosure](#) or contact your Gallagher representative for additional information.

1. * **If the premium is shown as an indication:** The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
 - ** A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
2. Commission rate is a % of annual premium, excluding fees and taxes.
 - *** Gallagher is receiving commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.
3. We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler.
4. **** The non-Gallagher intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/intermediary ranges from 5% to 12%, but we cannot verify that range is applicable in connection with this proposal.

Gallagher Disclosures

Proposal Disclaimer

The proposal is an outline of certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and/or conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

We will not be operating in a fiduciary capacity, but only as your broker, obtaining a variety of coverage terms and conditions to protect the risks of your enterprise. We will seek to bind those coverages based upon your authorization; however, we can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact us with questions on these or any other issues of concern.

Actuarial Disclaimer

The information contained in this proposal is based on the historical loss experience and exposures provided to Arthur J. Gallagher Risk Management Services, Inc. This proposal is not an actuarial study. Should you wish to have this proposal reviewed by an independent actuary, we will be pleased to provide you with a listing of actuaries for your use.

TRIA/TRIPPA Disclaimer

If this proposal contains options to purchase TRIA/TRIPPA coverage, the proposed TRIA/TRIPPA program may not cover all terrorism losses. While the most recent legislation eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the TRIEA legislation passed in 2005 remain excluded including Commercial Automobile, Burglary and Theft insurance, Surety insurance, Farmowners Multiple Perils and Professional Liability (although Directors & Officers Liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate Terrorism policy. Please note that a separate Terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations.

Compensation Disclosure

One of the core values highlighted in The Gallagher Way states, "We are an Open Society," and our open society extends to the compensation Gallagher receives. For more information on Gallagher's compensation arrangements, please visit <http://www.ajg.com/compdisclosure>. In general, Gallagher may be compensated as follows:

1. Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which such commissions and fees may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent commission arrangements with intermediaries and insurance companies that provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company and/or through the intermediary, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company.
2. Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.
3. Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility was utilized in the placement of a client's account, the facility may have earned and retained customary brokerage commission or fees for its work.
4. Gallagher assists its customers in procuring premium finance quotes and unless prohibited by law may earn compensation for this value-added service.

Questions/Concerns

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please send an e-mail to Compensation_Complaints@ajg.com or send a letter to:

AVC Compliance Officer
Arthur J. Gallagher & Co.
Two Pierce Place, 20th Floor
Itasca, IL 60143



COMMERCIAL ACCOUNTS

Contingent and Supplemental Commission Disclosure

Effective October 1, 2009, Arthur J. Gallagher & Co., and its subsidiaries operating as insurance agents/brokers under the corporate holding company known as Arthur J. Gallagher Brokerage & Risk Management Services, LLC, resumed participating in contingent commission arrangements which are routinely offered by insurance companies and intermediaries to agents and brokers, after voluntarily foregoing the benefit of this type of compensation since January 1, 2005. Contingent commission arrangements provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company and/or through the intermediary, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company.

During the time Gallagher's retail operations did not accept contingent commissions, some insurance markets and intermediaries, including Gallagher owned intermediaries, modified their commission schedule with Gallagher, resulting in an increase in some commission rates. The additional commissions, commonly referred to as "supplemental commissions," are known at the effective date of the policy, but some intermediaries and insurance companies are paying the commission increase apart and later from when the commission is normally paid at policy issuance.

Unlike contingent commissions, supplemental commission payments are determined **without** regard to any performance factors which are contingent on future growth, retention, profitability, etc.

Contingent and supplemental commission ranges from less than 1% up to 10% of written or earned premium on eligible lines of business (not all lines of business qualify).

NOTE: Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage.

Additional Changes and Developments to Your Program/Business/Operations

It is important that we be advised of any changes in your operations that may have a bearing on the validity and/or adequacy of your risk management program. The types of changes that concern us include, but are not limited to, those listed below:

1. Any newly assumed contractual liability, granting of indemnities, hold harmless agreements, or waivers of subrogation.
2. Circumstances which may require increased liability insurance limits.
3. Any changes in fire or theft protection, such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
4. Immediate advice of any changes to scheduled equipment such as contractors' equipment, electronic data processing, etc.
5. Property of yours that is in transit, unless we have previously arranged for the insurance.
6. Any changes in existing premises, including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed, or occupied.



Client Signature Requirements



Arthur J. Gallagher & Co.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated November 7, 2012, Village of Bensenville accepts your insurance program subject to the following exceptions/changes:

Please bind all policies as checked below:

- Travelers Insurance Company – Package Atlantic Specialty Insurance Company
 Hanover Insurance Company – Crime (OneBeacon) – Package
 Underwriters at Lloyd's of London – Liquor Liability

Bind TRIA Terrorism coverage as quoted except for the following policies:

Provide quotations or additional information on the following coverages from the Coverages for Consideration page of this proposal.

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

Village of Bensenville confirms the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

<hr/> <p>Client Signature</p> <hr/> <p>Dated</p>
--

Gallagher Compensation Agreement

THIS COMPENSATION AGREEMENT is made and entered into and effective the 1st day of December, 2012 (“Effective Date”) by and between VILLAGE OF BENSENVILLE, an Illinois [Entity Type] (“Client”), and ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC., an Illinois corporation (“Gallagher”).

I. TERM AND TERMINATION

This Agreement shall commence on the Effective Date for a term of one (1) year and shall automatically renew on the first anniversary of the Effective Date and annually thereafter for additional one- (1) year terms but may be terminated by either party at any time upon thirty (30) days prior written notice.

II. OBLIGATIONS OF GALLAGHER

Gallagher will provide the services set out on Exhibit A attached hereto (collectively, the “Services”) to Client. If the Services include the placement of insurance coverages, Gallagher will use its commercial best efforts to secure such insurance coverages on Client’s behalf. In the event an insurance company cancels or refuses to place such insurance coverages, Gallagher will use its commercial best efforts to obtain the coverage from another insurance company.

III. OBLIGATIONS OF CLIENT

Client shall remunerate Gallagher its usual and customary brokerage commission for the Services. In addition to or in lieu of commission, Client shall pay Gallagher an annual fee of \$35,000 for the Services, which such fee may be revised at the time of renewal of this Agreement by the execution of an amendment to this Agreement signed by the parties hereto. If work is required to be performed in addition to the Services, Client agrees to compensate Gallagher for such additional work at its usual and customary rates. So long as the terms and conditions of the Services are substantially similar and Gallagher's performance is acceptable, in subsequent years the annual fee shall be increased 5% over the prior year, and shall be payable and earned as provided herein.

IV. DISCLOSURES

- A. In addition to such fees and commissions provided herein, Gallagher may also receive investment income on fiduciary funds temporarily held by it, such as premiums or return premiums. Other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, captive managers and similar parties, some of which may be owned in whole or in part by Gallagher’s corporate parent, may earn and retain usual and customary commissions and fees in the course of providing insurance products to clients. Gallagher may also participate in contingent and supplemental commission arrangements with insurance companies. Contingent commission arrangements provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. Supplemental commissions, unlike contingents, are known at the effective date of the policy, but are typically paid later and apart from when usual and customary commission is paid. Any such fees or commission will not constitute compensation to Gallagher under Section III. above.

Village of Bensenville

- B. Gallagher's fees under this Agreement shall be fully earned on the execution of this Agreement (and any renewal thereof), and payable on invoicing. Client is responsible for payment of premiums for all insurance placed by Gallagher on its behalf. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement, at its option, without notice to Client.
- C. Where applicable, insurance coverage placements which Gallagher makes on Client's behalf, may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees, to the Internal Revenue Service (federal), various state(s) departments of revenue, state regulators, boards or associations. In such cases, Client is responsible for the payment of such taxes and/or fees, which will be identified separately by Gallagher on invoices covering these placements. Under no circumstances will these taxes or other related fees or charges be offset against the amount of Gallagher's brokerage fees or commissions referred to herein.
- D. Gallagher will be operating only as Client's broker, obtaining a variety of coverage terms and conditions to protect the risks of Client's enterprise. Gallagher will seek to bind those coverages based upon Client's authorization, however, Gallagher can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact Gallagher with questions on these or any other issues of concern.

V. LIMITATION OF LIABILITY

Gallagher's liability to Client, arising from any negligent acts or omissions of Gallagher, whether related to the Services provided hereunder or not, shall not exceed \$20 million in the aggregate. Without limiting the foregoing, Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.	
ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.	VILLAGE OF BENSENVILLE
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Claims Reporting Instructions

For all of your coverages within this proposal, unless otherwise noted:

- Immediately report any incident, claim, or suit to:

For Property and Casualty claims report to:

Carrier Name:	OneBeacon Insurance Company
By Mail – Address:	All claims should be called in
By Phone:	(877) 248-3455
By Fax:	(866) 213-2802

For Crime claims report to:

Carrier Name:	Hanover Insurance Company
By Phone:	(800) 628-0250

For Liquor Liability claims report to:

Carrier Name:	Underwriters at Lloyd’s of London, c/o Kelly & Elliott Ltd.
By Mail – Address:	20 North Wacker Drive Chicago, IL 60606
By Phone:	(312) 407-0485
By Fax:	(312) 407-0359

- If notice of incident, claim, or suit is received, refer to the policy conditions clause “Duties in the event of.”

Supporting Documentation

- Named Insureds
- Statement of Values
- Fleet Schedule
- Contractors Equipment Schedule
- OneBeacon Loss Summaries
- TRIA Rejection Form
- OneBeacon Professional Liability Form (ERP Options)

Village of Bensenville

Named Insureds

- Village of Bensenville

Note: Any entity not named in this proposal may not be an insured entity. This may include partnerships and joint ventures.

Village of Bensenville

Statement of Values

Loc No	Bldg No	Address	Occup	Year Built	No Stories	No Emps	Total Sq. Ft	ISO: Bureau :RCP Code	Int Fire . Protect	Building Value	Building Value Renewal	Content Value	Content Value Renewal	Retaining W, Reservoirs Flags Dams lights poles	Blanket EDP Hard/Soft	Blanket APD	Mobile Equipment	Blanket Accounts Receivable	Blanket Value Papers
1	1	12 S. Center St Bensenville, IL 60106	Village Hall	2003	3		28290	4	FE, SP	\$5,128,075	\$5,281,917	\$465,920	\$479,898		\$250,000	\$4,200,000		\$500,000	\$500,000
2	1	100 N. Church Rd Bensenville, IL 60106	Police Station		2			4	None	2,061,788	2,123,642	293,663	302,473						
	2	100 N. Church Rd Bensenville, IL 60106	Lift Stn.	1960				4	None	0	0	66,420	68,413						
3	1	700 W. Foster Bensenville, IL 60106	Well	1951	1		600	4	PE	63,443	65,346	201,003	207,033						
4	1	717 East Jefferson St. Bensenville, IL 60106	Public Works	2001	1	1	40000	4	None	3,168,173	3,263,218	201,003	207,033						
	2	717 East Jefferson St. Bensenville, IL 60106	Street Garage	2000	1		10418	3	SP,FE, EML,FA	279,313	287,692	513,628	529,037						
5	1	721 East Jefferson. Bensenville, IL 60106	Salt Storage	2000			1740	6	None	65,703	67,674	0	0						
6	1	711 East Jefferson. Bensenville, IL 60106	Control Building	1978	2		4500	4	None	1,257,163	1,294,878	1,732,968	1,784,957						
	2	711 East Jefferson. Bensenville, IL 60106	Control Old	1947			540	4	None	130,995	134,925	134,993	139,043						
	3	711 East Jefferson. Bensenville, IL 60106	Chemical Storage	1985			700	4	None	63,345	65,245	16,400	16,892						
	4	711 East Jefferson. Bensenville, IL 60106	Filter Bldg	1978			7200	4	None	1,146,258	1,180,646	342,145	352,409						
	5	711 East Jefferson. Bensenville, IL 60106	Garage Storage N	1981			430	4	None	29,213	30,089	12,605	12,983						
	6	711 East Jefferson. Bensenville, IL 60106	Garage Storage	1978			400	4	None	31,058	31,990	24,395	25,127						
	7	711 East Jefferson. Bensenville, IL 60106	Misc Premises Processes					4	None	0	0	12,341,615	12,711,863						
7	1	701 W Foster. Bensenville, IL 60106	Waterwaste Flow	1958			3120	4	FE	84,255	86,783	188,600	194,258						
	2	701 W. Foster. Bensenville, IL 60106	Lift Stn.	1989				4	None	0	0	58,143	59,887						
	3	701 W. Foster. Bensenville, IL 60106	Booster Station				1392	4	FE	37,003	38,113	133,148	137,142						
	4	701 W. Foster. Bensenville, IL 60106	Control Vault	1990			800	4	None	0	0	37,720	38,852						
8	1	610 S. Park St Bensenville, IL 60106	Lift Stn. New	1978			52	4	None	2,050	2,112	35,490	36,555						
	2	610 S. Park St Bensenville, IL 60106	Lift Stn. Old	1967				4	None	0	0	36,490	37,585						
9	1	409 S. Park St Bensenville, IL 60106	Lift Stn.	1989				3	None	0	0	272,343	280,513						
10	1	760 E. Green Bensenville, IL 60106	Lift Stn.	2002				3	None	0	0	29,725	30,617						
	2	760 E. Green Bensenville, IL 60106	Lift Stn.	1990				4	FE	0	0	63,950	65,869						
11	1	1047 Waveland Bensenville, IL 60106	Lift Stn.	1955				3	FE	0	0	103,013	106,103						

Village of Bensenville

Loc No	Bldg No	Address	Occup	Year Built	No Stories	No Emps	Total Sq. Ft	ISO: Bureau :RCP Code	Int Fire . Protect	Building Value	Building Value Renewal	Content Value	Content Value Renewal	Retaining W, Reservoirs Flags Dams lights poles	Blanket EDP Hard/Soft	Blanket APD	Mobile Equipment	Blanket Accounts Receivable	Blanket Valuable Papers
12	1	649 S Co. Line Rd Bensenville, IL 60106	Lift Stn.	1973				4	None	0	0	39,565	40,752						
13	1	596 Diana Ct. Bensenville, IL 60106	Lift Stn.	1955			52	4	None	2,050	2,112	66,215	68,201						
14	1	105 N York Bensenville, IL 60106	Lift Stn.					4	None	65,395	67,357	638,678	657,838						
15	1	560 E. Irving Park Bensenville, IL 60106	Lift Stn.	1957			52	4	None	0	0	59,290	61,069						
16	1	264 N. Garden Bensenville, IL 60106	Lift Stn.	1973			52	4	None	0	0	68,573	70,630						
17	1	975 Supreme Drive Bensenville, IL 60106	Lift Stn.	1975				4	None	0	0	42,435	43,708						
18	1	845 Thomas Drive Bensenville, IL 60106	Lift Stn.	1986				4	None	0	0	43,973	45,292						
19	1	247 W. Foster Bensenville, IL 60106	Lift Stn.	1966				4	None	0	0	58,573	60,330						
20	1	313 N. Spruce Bensenville, IL 60106	Lift Stn.	1986				4	None	0	0	102,090	105,153						
21	1	981 John Street Bensenville, IL 60106	Lift Stn.	1991				4	None	0	0	43,973	45,292						
22	1	482 Podlin Bensenville, IL 60106	Lift Stn.	1991				4	None	0	0	43,973	45,292						
23	1	111 W Wood Bensenville, IL 60106	Pump Stn.	1994				4	None	567,953	584,992	0	0						
24	1	629 E. George Bensenville, IL 60106	Reservoir	1975			274	4	FE	42,333	43,603	358,385	369,137						
25	1	191 N. Church Bensenville, IL 60106	Well	1955			376	4	FE	187,678	193,308	355,983	366,662						
26	1	230 W. Belmont Bensenville, IL 60106	Well	1984			576	4	FE	137,965	142,104	236,876	243,982						
27	1	130 N. Church Bensenville, IL 60106	Reservoir	1961			868	4	FE	2,078,803	2,141,167	0	0						
	2	130 N. Church Bensenville, IL 60106	Pressure Adl. Stn	1951			900	4	None	0	0	37,720	38,852						
	3	130 N. Church Bensenville, IL 60106	Comrol Vault	1990			800	4	None	0	0	37,720	38,852						
28	1	9 S Center Bensenville, IL 60106	Theatre	1990				4	None	375,048	386,299	119,720	123,312						
29	1	29 Sunset Court Bensenville, IL 60106	Townhouse	1990				1	None	112,750	116,133	0	0						
30	1	15 S. Center Bensenville, IL 60106	Restr	UNK			4500	4	None	340,505	350,720	71,750	73,903						
31	1	731 E. Jefferson Bensenville, IL 60106	Ice Arena Edge 2	1999			2000	3	None	15,246,670	15,704,070	647,083	666,495						
32	1	500 John St. Bensenville, IL 60106	Townhouse	1950			1200	4	None	182,758	188,241	0	0						
33	1	209 W. Irving Park Rd. Bensenville, IL 60106	Lift Stn.	1991				4	FE	0	0	53,505	55,110						
34	1	98 Divison Bensenville, IL 60106	Lift Stn.	1998				4	FE	0	0	67,445	69,468						

Village of Bensenville

Loc No	Bldg No	Address	Occup	Year Built	No Stories	No Emps	Total Sq. Ft	ISO: Bureau :RCP Code	Int Fire . Protect	Building Value	Building Value Renewal	Content Value	Content Value Renewal	Retaining W, Reservoirs Flags Dams lights poles	Blanket EDP Hard/Soft	Blanket APD	Mobile Equipment	Blanket Accounts Receivable	Blanket Valuable Papers
35	1	117 W. Main St Bensenville, IL 60106	Office Bldg	1990				4	FE	136,940	141,048	0	0						
36	1	800 E. Jefferson Bensenville, IL 60106	Gym Center					4	None	349,623	360,112	0	0						
37	1	514 E. Pine Bensenville IL 60106	Historical Site					4	None	262,913	270,800	0	0						
38	1	302 Green St. Bensenville IL 60106	Human Services	2003	2		7000	4	FE, SP, SD FA	262,913	270,800	0	0						
39	1	545 John St. Bensenville, IL 60106	Ice Arena Aquatic	1997/2004	2		48324	4	EL, EML, FA FE, PS	3,691,375	3,802,116	425,375	438,136						
40	1	735 E. Jefferson St. Redmond Complex	Geils Stadium (Includes bleachers, bathroom, concession stand, press box, dugouts, bullpens)	2000	2				None	1,500,000	1,545,000		0						
40	1	735 E. Jefferson St. Redmond Complex	Stadium Lighting	2000						200,000	206,000		0						
40	1	735 E. Jefferson St. Redmond Complex	Stadium Fencing	2000						200,000	206,000		0						
40	1	735 E. Jefferson St. Redmond Complex	Stadium Scoreboard	2000						25,000	25,750		0						
40	2	735 E. Jefferson St. Redmond Complex	Skate Park	2000						50,000	51,500		0						
40	3	735 E. Jefferson St. Redmond Complex	Gazebos	2000						200,000	206,000		0						
40	4	735 E. Jefferson St. Redmond Complex	Bandshell	2000						250,000	257,500		0						
40	5	735 E. Jefferson St. Redmond Complex	Team Course, Climbing Wall	2000						300,000	309,000		0						
		Total								\$39,566,507	\$41,526,002	\$20,924,280	\$21,552,008	\$0	\$250,000	\$4,200,000	\$0	\$500,000	\$500,000

Village of Bensenville

Vehicle Schedule

Department	Vehicle ID No.	Year	License Number	Make & Model	Serial #	Cost New Rounded to Nearest	Permanently Installed Equip Cost	Vehicle Category
Building Maintenance	795	1999	M114715	Ford F250SD	1FDNX20L8XED63808	\$25,000		4
Building Maintenance	796	2001	M125878	LGTCOVIN	1FTNX21L01EB90389	19,000		5
Building Maintenance	797	2006	M095499	Aladin41-530B	1A9FS12116E404046	20,000		3
Community Dev.	506	2003	M137S97	Ford Ranger - Pick-up	1FTYR14V63PA42057	18,000		4
Engineering	515	2001	M125806	Ford Ranger	1FTYR14U61PA50180	17,500		4
Forestry	769	2003	M142731	Freight Lnr FL70	1FVABTAK03HJ03719	30,000		5
Forestry	771	2004	M145933	Ford F350	1FDWF36L84RS17841	25,000		5
Forestry	781	2002	M141423	Internal! DT466	1HTWDAAR43J065257	27,000		6
Forestry	782	2005	M151142	Ford F550	1FDAF57PX5EB91953	50,000		6
Forestry	783	2008	M168690	Ford F550	1FDAF57r18EB08237	50,000		6
Forestry	784	2008	M168689	Ford F550	1FDAF57R38EB08238	50,000		6
Inspectional Services	510	1997	M103901	Ford Escort	1FALP13P0VW404370	12,000		1
Police	325	1997	M103902	Ford Escort	1FALO13P2VW404371	12,000		1
Inspectional Services	512	1997	M103926	Ford Escort	1FALP13P4VW404369	12,000		1
Inspectional Services	513	1997	M103903	Ford Escort	1FALP13P4VW404372	12,000		1
Inspectional Services	514	1998	M106467	Ford Escort	1FAFP13JP833272828	12,000		1
Water	828	2008	M168713	Ford F250 Pick-up Truck	1FTNF2158EC96325	30,000		4
Police	302	2009	MP5024	Ford Crown Victoria	2FAHP71V89X116990	25,000		1
Police	303	2009	MP5025	Ford Crown Victoria	2FAHP71VX9X116991	25,000		1
Police	304	2009	MP5023	Crown Victoria	2FAHP71VX9X116988	25,000		1

Village of Bensenville

Department	Vehicle ID No.	Year	License Number	Make & Model	Serial #	Cost New Rounded to Nearest	Permanently Installed Equip Cost	Vehicle Category
Police	305	2009	MP5021	Crown Victoria	2FAHP71VX9X116992	25,000		1
Police	306	2009	M14598	Crown Victoria	2FAHP71VX9X128195	25,000		1
Police	307	2011	TEMP	Ford Crown Victoria	2FABP7BV8BX121844	25,000		1
Public Works Admin	312	2003	M136399	Ford Expedition	1FMPU16W33LA35506	35,000		4
Police	315	1999	M71150	Ford F150	2FTRX17W7XCA34782	20,000		4
Police	323	2009	MP5241	Ford Fusion	2FAHP06Z09R210752	20,000		1
Police	326	1997	C467185	Ford Taurus	1FALP52U0VG243026	24,000		1
Police	327	2005	9610014	Ford Crown Victoria	2FAFP71W85X176049	25,000		1
Police	328	2011	M7073	Ford Taurus	2FADP2DW6BG146301	25,000		1
Redmond Recreational Complex		1995	M155169	Chevy	1GCEC14ZOSZ109312	15,000		1
Police	318	1997	M100354	Ford E350	1FTEE1425VHB23732	25,000		4
SOC	7353	1997	M100352	Ford E350	1FTEE1427VHB23733	25,000		4
Police	321	2009	A881027	Ford Fusion	3FAMP06359R2164961	18,000		1
Police	322	2005	APPL150	Mitsubishi Endeavor	4A4MN21545E065158	15,000		1
Water	830	1997	M100401	Ford E350	1FTEE1429VHB23734	25,000		4
Street	733	1997	M100404	Ford E350	1FTEE1421VHB23730	25,000		4
Water	829	1997	M100355	Ford E350	1FTEE1420VHB23735	25,000		4
Water	703	1990	M76533	Ford L8000	1FDYW82AXLVA29045	65,000		5
Street	724	2007	M165110	Elgin Pelican	P-4969-S	40,000		6
Street	727	1997	M100337	Ford F250	1FTHF26HXVEA71601	25,000		4
Street	728	1997	M82162	GMC T Series	1GDM7C1J2VJ518713	22,000		5
Street	729	1996	M109341	Ford L8513	1FDXS80E4TVA32889	50,000		4
Street	730	2008	M168714	Ford F250	1FTNF21588EC69484	25,000		4
Street	731	2008	M168711	Ford F250	1FTNF21508EC96324	25,000		4

Village of Bensenville

Department	Vehicle ID No.	Year	License Number	Make & Model	Serial #	Cost New Rounded to Nearest	Permanently Installed Equip Cost	Vehicle Category
Street	732	1999	M96285	Ford F450	1FDXF46F6XEC99339	40,000		5
Street	735	2002	M141424	International DT530	1HTWAADT13J065258	45,000		4
Water	802	1987	M54359	Mack Semi	1M2N179YXHA008094	35,000		6
Water	809	1993	M91683	Ford F800	1FDYK84A3PVA04888	40,000		4
Water	812	1993	M95831	Ford LN8000	1FDYR82EXPVA40420	50,000		6
Water	815	1997	M34843	Ford F150 SC	1FTDX17W2VNB82520	22,000		4
Water	816	1997	M34826	Ford F150 SC	1FTDX17W6VNB82519	22,000		4
Water	818	2008	M170313	Ford F550	1FDAF57R58EB08239	50,000		6
Water	822	1997	M71286	Ford Ranger	1FTCR14U5VPB12541	22,000		4
Water	823	2000	M128140	Ford F550	1FDAF56FXEYC60007	50,000		4
Water	824	2001	M125950	Ford F250 SD	1FTNF21L31E830481	25,000		4
Water	825	2001	M126573	Freight Liner FL80	1FVABXAK21HJ40369	15,000		6
Water	826	2003	M139849	Ford E250	1FTNS24L93HA45525	25,000		4
Water	827	2008	M168715	Ford F250	1FTNF21548EC96326	25,000		4
Water	883	1993	M91046	Ford L8000	1FDYR82EXPVA37405	50,000		6
Water	885	1997	M34802	Ford F150	1FTDX17W4VNB82521	22,000		4
Water	886	1997	M96287	Chevy P30	1GBKP32R1V3306796	15,000		4
Water	887	1999	M115403	Ford F350	1FDWX37F4XED71110	40,000		4
Water	8001	1968	M54097	Butler	L21813	35,000		6
Water	8002	1979	M19071	Freuhaugh	FWV423202	20,000		3
Water	8003	2001	M91911	Mack Trailer	1M9DN242X1S544110	35,000		3
Water	8004	1999	M091399	U.S.Cargo USC826TA3	YPL500GZXX1035693	10,000		3
Water	880	2003	M138834	Ford F250	1FTNF21P73EB32191	25,000		4
Water	831	2009	M181745	Vactor L7500	2FZAATBS29AAD8592	50,000		6

Village of Bensenville

Department	Vehicle ID No.	Year	License Number	Make & Model	Serial #	Cost New Rounded to Nearest	Permanently Installed Equip Cost	Vehicle Category
Water	832	2011	M187188	Ford F250	1FTBF2B60CEA59299	30,000		4
Water	889	2010	M181402	International 7400	1HTWDAAR8AJ188976	50,000		6
Street	736	2010	M181403	International 7400	1HTWDAAR6AJ188975	50,000		6
Community Dev.	552	2011	338N455	Ford F-150 Super Crew	1FTFW1EF3BKE14408	25,000		4
Forestry	779	1999	M19274	Vermeer Chipper	1VRN131125101001264	18,000		8
Street	7804	1985	M34844	Ford L8000 Vactor	1FDYRB0U8GVA13744	50,000		6
Public Works Admin	200	2012	M191043	Ford Expedition	1FMJU1J55CEF57143	35,000		4
EMA	1791	1974		Ford F900	N90LYY08079	35,000		6
EMA	1792	1997	M100355	Ford E150	1FTEE1423VHB23731	15,000		1
EMA	1793	1992	M51432	Chevy Suburban	1GNEC16K3NJ334608	20,000		1
EMA	T1796			Trailerman		5,000		8
EMA	T1797			Trailerman		5,000		8
Forestry	773	2012	33N568	Ford F450	1FD0W4HY1CEB08579	40,000		5
Forestry	777	1996	M04551	Ford F350	1FTJW35H1TEA19490	30,000		4
Inspectional Services	550	2003	M138606	Ford Taurus	1FAFP53U73G132546	20,000		1
Inspectional Services	551	2003	M138776	Ford Taurus	1FAFP53U53G132545	20,000		1
Street	737	2011	M187186	Ford F250	1FT1W2B66CWA59300	25,000		4
Street		2001	1936325	Trailerman	1H9EX222811207823	3,000		3
Forestry			M098878	American Hauler				3
Police	324	2004		Chevy Trailblazer				1

Village of Bensenville

Department	Vehicle ID No.	Year	License Number	Make & Model	Serial #	Cost New Rounded to Nearest	Permanently Installed Equip Cost	Vehicle Category
Police	329	2001		Ford Escort				1
Police	331	2004		Suzuki Forenza				1
Police	350	1993	1646994	Chevy Van	1GBEG25Z4PF305226	15,000		1
Redmond Recreational Complex				Chevy CP6T042	1GBJ6T1E8JV107451			4
				Total		\$2,404,500	\$0	

Signature _____

10/12/12 _____ Date

Print Name Gary Ferguson

Vehicle Summary by Type

Private Passenger = (1)	26
Motorcycles = (2)	0
Trailers = (3)	8
Trucks - Light = (4)	34
Trucks - Medium = (5)	7
Trucks - Heavy = (6)	16
Trucks - Extra Heavy = (7)	0
Other = (8)	1
Total Vehicles	92

Truck Classifications

4	Light Trucks - Otherwise not classified - (GVW < 10,000)
5	Medium Trucks - Otherwise not classified - (GVW 10,001 - 20,000)
6	Heavy Trucks - Otherwise not classified - (GVW 20,001 - 50,000)
7	Extra Heavy Trucks - (GVW 50,001 and over)

Village of Bensenville

Equipment Schedule

SI No.	Make	Model	Year	VIN #					Value	
770	Ford	3408		C993581	N/R	Tractor	101.0630.416	20179	\$30,000	CE
772	Elephant	72-101	1992	0.0900033	N/A		101.0630.416		10,000	CE
780	Tennet	Altv	2000	4300-1295		Vaccum	101.0630.416		27,000	CE
710	Melroe	Bobcat 773T	2000	5190 14786	N/R	Skid Steer	101.0620.416		40,000	CE
711	Bobcat	SI00	2011	AB6420721	N/R	Bobcat			40,000	CE
714	Bombardier	SW 48 FA	1988	1871019	N/R	Bombadier	101.0620.416		22,000	CE
717	Case	721C	2000	JJG0285385	N/R	Payloader	101.0620.416		35,000	CE
720	Leeboy	685	1992	685020	N/R	Grader	101.0620.416		50,000	CE
721	Case	590	1992	JEE0214863	N/R	Backhoe	101.0620.416		35,000	CE
725	Case	621 B	1995	1FF50050271	N/R	Wheel Loader	101.0620.416		35,000	CE
734	Case	590SL	1999	JJG0285385	N/R	Backhoe	101.0620.416		25,000	CE
817	John Deere	544H	1999	DW544HX570536		Payloader	501.5030.432		25,000	CE
888	John Deere	410E	2000	TO410EX892737	N/R	Backhoe	501.5030.432		30,000	CE
				Total					\$404,000	



Atlantic Specialty Insurance Company
150 Royall Street
Canton, MA 02021

Insured Name and Address:

VILLAGE OF BENSENVILLE, ILLINOIS
12 S CENTER ST
BENSENVILLE, IL 60106-2130

Quote Number: 1375774-6

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act (the Act), as amended, that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

COVERAGE TO BE PROVIDED BY THE POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM, AS DEFINED IN THE ACT, MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT IN ACCORDANCE WITH A FORMULA ESTABLISHED UNDER THE ACT. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT WOULD PAY 85% OF COVERED TERRORISM LOSSES THAT EXCEED THE STATUTORILY IMPOSED DEDUCTIBLE FOR WHICH THE INSURANCE COMPANY IS RESPONSIBLE. THE PREMIUM TO BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

THE ACT CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES EXCEEDS \$100 BILLION IN ANY ONE CALENDAR YEAR. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

The prospective premium required for your terrorism coverage is: \$ 2,798. If you wish to reject this offer of coverage, you should check the box below, sign this notice and send it to your agent. An exclusion of terrorism losses, as defined by the Act, will then be made part of your policy.

If you wish to reject this offer of coverage, you should check the box below, sign this notice and send it to your agent. An exclusion of terrorism losses, as defined by the Act, will then be made part of your policy.

<input type="checkbox"/>	I hereby reject the offer of terrorism coverage. I understand that I will have no coverage for losses arising from acts of terrorism, as defined in the Act.
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Possibility of Additional or Return Premium

The premium shown above is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. The federal program established by the Act is scheduled to terminate at the end of 12/31/14. If the federal program terminates or if the level or terms of federal participation change, the estimated premium shown above may not be appropriate.

If this policy contains a Conditional Exclusion, continuation of coverage for certified acts of terrorism, or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of the Conditional Exclusion. If this policy does not contain a Conditional Exclusion, coverage for certified acts of terrorism will continue. In either case, when disposition of the federal program is determined, we will recalculate the estimated premium shown above and will charge additional premium or refund excess premium, if indicated.

If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.

If your policy includes Property Coverage in one or more of these states: CA, CT, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, VA, WA, WI, or WV; the following statement applies:

The terrorism exclusion makes an exception for (and thereby continues your coverage for) property fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism - the coverage in your policy for such fire losses will continue. If such a loss occurs, and is certified under the Act, the loss will be reimbursed by the United States under the formula detailed above.

The portion of your policy premium attributable to terrorism (fire only) coverage in all of the states listed above, in which your policy provides property coverage, is \$ 799. This amount is included in your policy premium and cannot be rejected.

_____	Atlantic Specialty Insurance Company
Policyholder/Applicant's Signature	Insurance Company
_____	_____
Print Name	Date

If you have any questions about this notice, please contact your agent.

PUBLIC OFFICIALS ERRORS AND OMISSIONS COVERAGE FORM CLAIMS-MADE for Government Risks

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with all the **SECTION VI. CONDITIONS** contained in this coverage part.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION IV. WHO IS AN INSURED**. Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VII. DEFINITIONS**.

SECTION I – COVERAGES

A. Insuring Agreement – Liability for Wrongful Acts

1. We will pay those sums that the insured becomes legally obligated to pay as "damages" resulting from a "wrongful act" to which this insurance applies. This insurance DOES NOT apply to any "claim" resulting from a "wrongful act" which takes place in whole or in part prior to the Retroactive Date shown in the Declarations or subsequent to the termination of this policy.
2. We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for a "wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and settle any "claim" that may result.

However:

- a. The amount we will pay for "damages" is limited as described in **SECTION V. LIMITS OF INSURANCE**; and
- b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D.)**

3. This insurance applies to "damages" resulting from a "wrongful act" only if the "wrongful act" was committed:
 - a. By an insured in the course and scope of their duties for you;
 - b. On or after the Retroactive Date shown in the Declarations and before the end of the policy period; and
 - c. A "claim" for "damages" is first made in writing against any insured during the policy period or any Extended Reporting Period we provide under **SECTION VIII – EXTENDED REPORTING PERIODS**

A "claim" will be deemed to have been made when written notice of such "claim" is received by any insured or by us, whichever comes first. All "claims" resulting from a "wrongful act" or a series of "related wrongful acts" will be deemed to have been made when the first of those "claims" is made against any insured.

Notice to us that:

- all or part of any insured's acts or omissions may in the future be discovered to be a "wrongful act"; and
- any insured may in the future receive written notice of a "wrongful act" or "claim";

is not notice of a "wrongful act".

4. We will consider each "wrongful act" in a series of "related wrongful acts" to have been committed on the date of the first "wrongful act", including any continuation, change or resumption of such "wrongful act".

This insurance applies to "damages" arising out of a "wrongful act" committed anywhere in the world, but only if the insured's liability for "damages" is determined in a "claim" on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

B. Insuring Agreement – Liability for Employment Practices Offense

1. We will pay those sums that the insured becomes legally obligated to pay as "damages" resulting from an "employment practices offense" to which this insurance applies. This insurance DOES NOT apply to any "claim" resulting from an "employment practices offense" which takes place in whole or in part prior to the Retroactive Date shown in the Declarations or subsequent to the termination of this policy.
2. We will have the right and duty to defend the insured against any "suit" seeking those "damages". For the purposes of this Coverage B, "suit" shall include an Equal Employment Opportunity Commission (EEOC) hearing or proceeding or equivalent state or local agency hearing or proceeding. However, we will have no duty to defend the insured against any "suit" seeking "damages" for an "employment practices offense" to which this insurance does not apply. We may, at our discretion, investigate any "employment practices offense" and settle any "claim" that may result.

However:

- a. The amount we will pay for "damages" is limited as described in **SECTION V – LIMITS OF INSURANCE;** and
- b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D)**.

3. This insurance applies to "damages" resulting from an "employment practices offense" only if the "employment practices offense" was committed:
 - a. By an insured in the course and scope of their duties for you;
 - b. On or after the Retroactive Date shown in the Declarations and before the end of the policy period; and
 - c. A "claim" for "damages" is first made in writing against any insured during the policy period or any Extended Reporting Period we provide under **SECTION VIII – EXTENDED REPORTING PERIODS**

A "claim" will be deemed to have been made when written notice of such "claim" is received by any insured or by us, whichever comes first. All "claims" resulting from an "employment practices offense" or a series of "related employment practices offenses" will be deemed to have been made when the first of those "claims" is made against any insured.

Notice to us that:

- all or part of any insured's acts or omissions may in the future be discovered to be an "employment practices offense"; and
- any insured may in the future receive written notice of an "employment practices offense" or "claim";

is not notice of an "employment practices offense".

4. We will consider each "employment practices offense" in a series of "related employment practices offenses" to have been committed on the date of the first "employment practices offense", including any continuation, change or resumption of such "employment practices offense".

This insurance applies to "damages" arising out of an "employment practices offense" committed anywhere in the world, but only if the insured's liability for "damages" is determined in a "claim" on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

C. Insuring Agreement – Liability for Employee Benefit Administration Offenses

1. We will pay those sums that the insured becomes legally obligated to pay as "damages" resulting from an offense in the "administration" of your "employee benefit plans" to which this insurance applies. This insurance DOES NOT apply to any "claim" resulting from an offense in the "administration" of "employee benefit plans" which takes place in whole or in part prior to the Retroactive Date shown in the Declarations or subsequent to the termination of this policy.
2. We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for an offense in the "administration" of "employee benefit plans" to which this insurance does not apply. We may, at our discretion, investigate any offense in the "administration" of "employee benefit plans" and settle any "claim" that may result.

However:

- a. The amount we will pay for "damages" is limited as described in **SECTION V - LIMITS OF INSURANCE** and
- b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments (Section I. D.)**.

3. This insurance applies to "damages" resulting from an offense in the "administration" of "employee benefit plans" only if the offense in the "administration" of "employee benefit plans" was committed:
 - a. On or after the Retroactive Date shown in the Declarations and before the end of the policy period; and
 - b. A "claim" for "damages" is first made in writing against any insured during the policy period or any Extended Reporting Period we provide under **SECTION VIII – EXTENDED REPORTING PERIODS**

A "claim" will be deemed to have been made when written notice of such "claim" is received by any insured or by us, whichever comes first. All "claims" resulting from an offense in the "administration" of your "employee benefit plans" or a series of related offenses will be deemed to have been made when the first of those "claims" is made against any insured.

Notice to us that:

- all or part of any insured's acts or omissions may in the future be discovered to be an offense; and
- any insured may in the future receive written notice of an offense or "claim";

is not notice of an offense in the "administration" of your "employee benefit plans".

4. We will consider each offense in the "administration" of "employee benefit plans" in a series of related offenses to have been committed on the date of the first such offense including any continuation, change or resumption of such offense.

This insurance applies to "damages" arising out of an offense in the "administration" of "employee benefit plans" committed anywhere in the world, but only if the insured's liability for "damages" is determined in a "claim" on the merits brought in the United States of America, including its territories and possessions and Puerto Rico; and Canada; or in a settlement agreed to by us.

D. Supplementary Payments

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend, subject to your Deductible Amount:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds, nor will we be a principal under these bonds.
3. Up to \$1,000 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
4. All court costs taxed against the insured in the "claim", but only for that portion of the judgment we are obligated to pay. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured. Instead, those costs, if awarded or paid in a settlement for a covered "claim", will be subject to **SECTION V – LIMITS OF INSURANCE**.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. The costs of any required appeal bond, but only for bond amounts for that portion of the judgment that is for "damages" that we are obligated to pay and which are within the applicable limit of insurance. We will pay or reimburse you for the cost of higher appeal bond amounts if we are required to do so. We do not have to furnish these bonds, nor will we be a principal under these bonds.

These payments will not reduce the limits of insurance. However, our duty to make such payments ends when we have used up the limit of coverage that applies with the payment of judgments or settlements.

SECTION II – Your Deductible

Our obligation to pay "damages" on your behalf applies only to the amount of "damages" in excess of any Deductible Amount shown in the policy Declarations for Coverage A or Coverage B or Coverage C.

1. Limits of Insurance applicable to each "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans" will not be reduced by the Deductible Amount. The aggregate limit applicable to Coverage A or Coverage B or Coverage C will not be reduced by the application of the Deductible Amount.
2. The Deductible Amount applies to all "damages" and "loss adjustment expenses" for each "wrongful act", for each "employment practices offense", or for each offense in the "administration" of your "employee benefit plans" regardless of the number of insureds, persons, or organizations making "claims" or "claims" made because of such "wrongful act", "employment practices offense", or offense in the "administration" of your "employee benefit plans".
3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend any "suits" seeking those "damages"; and
 - b. Your duties in the event of a "wrongful act", "employment practices offense", or for each offense in the "administration" of your "employee benefit plans" or "claim"apply irrespective of the application of the Deductible Amount.
4. We may pay any part or all of the Deductible Amount to effect settlement of any "claim" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount paid by us.

SECTION III – EXCLUSIONS

This insurance does not apply under either **Coverage A** or **Coverage B** or **Coverage C** to:

1. Asbestos, Fungi or Bacteria, Nuclear

Any "claim" arising directly or indirectly out of, or in any way related to:

- a. asbestos or asbestos-containing materials;
- b. any radioactive matter or nuclear material;
- c. "fungi" or bacteria

2. Bodily Injury, Property Damage, Personal and Advertising Injury

"Bodily injury", "property damage", or "personal and advertising injury" except "personal and advertising injury" when resulting from a covered "employment practices offense", under Coverage B of this Coverage Part.

This exclusion does not apply to loss of use and/or value of tangible property that is not physically impaired as a result of a land use approval process or permitting process associated with land use or building.

3. Claims Against Other Insureds

Any "claim" against any insured by any other insured.

This exclusion does not apply to Coverage B, of this Coverage Part.

4. Contracts

Any "claim" arising directly or indirectly out of, or in any way related to liability assumed under any contract or agreement or breach of contract to which the insured is a party or a third-party beneficiary, or any representations made in anticipation of such contract or agreement or any "claim" against any insured arising directly or indirectly out of, or in any way related to tortious interference with a contract or business relations. However this exclusion does not apply to liability the insured would have in the absence of the contract or agreement.

5. Criminal Acts

Any "claim" arising directly or indirectly out of, or in any way related to a dishonest, malicious, fraudulent, or criminal act, or the willful violation of any statute, ordinance or regulation committed by or with the knowledge of the insured.

However, we will defend the insured for a "suit" subject to the other terms of this coverage part until either a judgment or final adjudication established such an act or the insured confirms such an act.

6. Debt Financing

Any "claim" arising directly or indirectly out of, or in any way related to debt financing issued by or for you.

7. Declaratory & Injunctive Relief

Any "claim" or any part of any "claim" seeking injunctive, declaratory or equitable relief and related costs inclusive of any attorneys' fees or attorneys' expenses. This includes any amount required to comply with a court or administrative order, judgment, ruling, or decree that results from any action or demand, including, but not limited to, costs of physical alterations required to comply with the Americans with Disabilities Act or similar laws.

This exclusion does not apply to our duty to defend an EEOC or similar state or local agency administrative hearing or proceeding under Coverage B. of this Coverage Part.

8. Eminent Domain or Condemnation

Any "claim" arising directly or indirectly out of, or in any way related to any impairment, deprivation or destruction of property, including loss of use or diminution in value thereof, resulting from proceedings in eminent domain or from inverse condemnation, by whatever name called.

9. Employment Practices

Any "claim" arising directly or indirectly out of, or in any way related to your "employment practices offenses". This exclusion does not apply to Coverage B. of this Coverage Part.

10. ERISA, COBRA, OSHA, WARN and NLRA Act Liability

Any "claim" arising directly or indirectly out of, or in any way related to an insured's obligations under:

- a. the Employee Retirement Income Security Act of 1974 (ERISA);
- b. the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA);
- c. Fair Labor Standards Act of 1938 (except Equal Pay Act);
- d. the Worker Adjustment and Retraining Notification Act, Public Law 100-379 (1988) (WARN);
- e. Occupational Safety and Health Act (OSHA);
- f. National Labor Relations Act of 1947 (NLRA); or
- g. any similar federal, state, or local laws or regulations;
including subsequent amendments or any regulations promulgated thereunder.

This exclusion does not apply to a retaliation offense under Coverage B. of this Coverage Part.

11. Failure to Maintain Insurance

The failure to effect or maintain:

- a. Insurance of any kind, including adequate limits of insurance; or
- b. Suretyship or bonds.

This exclusion does not apply to Coverage C of this Coverage Part.

12. Fines and Penalties

Fines and penalties. This exclusion does not apply to punitive or exemplary damages where allowed by law.

13. Governmental Enforcement Action

Any "claim" arising directly or indirectly out of, or in any way related to an insured's willful violation of any federal, state, or local law, rule, or regulation.

14. Health Care and Social Services

Any "claim" arising directly or indirectly out of, or in any way related to a "health care and social services wrongful act", or services provided by any medical doctor, wherever provided or any services provided by a nurse at a nursing home, hospice or similar residential facility.

This exclusion does not apply to:

- a. an "employment practices offense" involving your health care or social service agency under Coverage B. of this Coverage Part;
- b. an offense in the "administration" of "employee benefit plans" involving your health care or social service agency under Coverage C of this Coverage Part.

15. Known Prior Acts

Any "claim" arising directly or indirectly out of, or in any way related to any "wrongful act", "employment practices offense" or any offense in the "administration" of "employee benefit plans" which takes place prior to the inception date of this Coverage Part or any continuous Coverage Part issued by us or any affiliated insurance company, if any of your officers, your legal department or an "employee" you designate to give or receive notice of a "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" knew or reasonably should have foreseen that such "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" would give rise to a "claim".

A "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" will be considered known to have taken place at the earliest time when any of your officers, your legal department or an "employee" you designate to give or receive notice of a "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" or "claim":

- (a) Reports all, or any part, of the "wrongful act", "employment practices offense" or any offense in the "administration" of "employee benefit plans" to us or any other insurer;
- (b) Receives a written or verbal demand or "claim" for damages; or
- (c) Becomes aware by any other means that a "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" has taken place or has begun to take place.

16. Law Enforcement

Any "claim" arising directly or indirectly out of, or in any way related to any "law enforcement activity". This exclusion does not apply to:

- a. an "employment practices offense" committed by your law enforcement agency under Coverage B. of this Coverage Part;
- b. an offense in the "administration" of "employee benefit plans" committed by your law enforcement agency under Coverage C. of this Coverage Part.

17. Performance of Employee Benefit Plans

Any "employment practices offense" or any offense in the "administration" of "employee benefit plans" arising directly or indirectly out of, or in any way related to:

- a. Failure of any investment program, individual securities or savings program to perform as held forth by or represented by an insured;
- b. Advice given by an insured in connection with participation or non-participation in stock subscription plans, savings programs or any other "employee benefit plan";
- c. Errors in providing information or failing to provide information on past performance of investment vehicles;
- d. Failure of any insured or any insurer, fiduciary, trustee or fiscal agent to perform any of their duties or obligations or to fulfill any of their guarantees with respect to the payment of benefits under "employee benefit plans" or the providing, handling or investment of funds;
- e. The liability of others which is assumed by any insured under a contract or agreement, except to the extent the insured would have been liable in the absence of the contract or agreement;
- f. Any "claim" for the return of compensation paid by any insured if a court determines that the payment was illegal; or
- g. Any "claim" for benefits that are lawfully paid or payable to a beneficiary from the funds of an "employee benefit plan".

18. Pollution

- a. Any "claim" arising directly or indirectly out of, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- b. Any "claim" arising directly or indirectly or in any way related to any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (2) Any "claim" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

19. Profit, Advantage or Remuneration

Any "claim" arising directly or indirectly out of, or in any way related to any insured gaining any profit, advantage or remuneration to which that insured is not legally entitled.

20. Sexual Abuse

Any "claim" arising directly or indirectly out of, or in any way related to "sexual abuse" of any person; or the negligent:

- a. employment;
- b. investigation;
- c. supervision;
- d. reporting to the proper authorities, or failing to so report;
- e. retention;

of any person who actually or allegedly committed or attempted to commit "sexual abuse" for whom any insured is or ever was legally responsible.

21. Strikes, Riot, Civil Commotion or Mob Action

Any "claim" arising directly or indirectly out of, or in any way related to any lockout, strike, picket line, replacement or other similar actions resulting from labor disputes or labor negotiations or any act or omission in connection with the prevention or suppression of a riot, civil commotion or mob action.

22. Tax Assessments

Any "claim" arising directly or indirectly out of, or in any way related to any tax assessments or adjustments, or the collection, refund, disbursement or application of any taxes. This exclusion does not apply to the use or prioritization of your operating funds.

23. War

Any "claim", however caused, arising directly or indirectly out of, or in any way related to:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

24. Workers' Compensation and Similar Laws

Any "claim" arising directly or indirectly out of, or in any way related to any obligation of any insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

SECTION IV – WHO IS AN INSURED

If you are designated in the Declarations as a governmental unit, you are an insured. Each of the following is also an insured;

- 1. Your current or previously elected or appointed officials, but only for the conduct of their duties as your elected or appointed officials.
- 2. Any authorities, boards, commissions, councils, districts or other governmental units of the named insured and their employees, which you control and which is funded and operated as part of your total operating budget, and for which no other similar insurance is available.
- 3. Your "employee" or "volunteer workers" but only for acts within the course and scope of their employment or volunteer activities by or for you.
- 4. Any person or organization providing services to you under any mutual aid or similar agreement, but only within the scope of the mutual aid or agreement.

Upon death of an insured, their legal representative, but only with respect to duties as such. That representative will have all the rights and duties of such insured.

SECTION V – LIMITS OF INSURANCE

1. Regardless of the number of covered insureds, claimants or "claims" made, the most we will pay for the sum of all "damages" resulting from any one "wrongful act" or "related wrongful acts" is the Each Wrongful Act Limit shown in the Declarations.
2. Regardless of the number of covered insureds, claimants or "claims" made, the most we will pay for the sum of all "damages" resulting from any one "employment practices offense" or "related employment practices offenses" is the Each Employment Practices Offense Limit shown in the Declarations.
3. Regardless of the number of covered insureds, claimants or "claims" made, the most we will pay for the sum of all "damages" resulting from any one offense or series of related offenses in Employee Benefit Administration is the Each Employee Benefit Administration Offense Limit shown in the Declarations.
4. The most we will pay for all "damages", "claims", "suits" or actions under Coverage A is the Wrongful Act Aggregate Limit shown in the Declarations.
5. The most we will pay for all "damages", "claims", "suits" or actions under Coverage B is the Employment Practices Offense Aggregate Limit shown in the Declarations.
6. The most we will pay for all "damages", "claims", "suits" or actions under Coverage C is the Each Employee Benefit Administration Aggregate Limit shown in the Declarations.

SECTION VI – CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of A Wrongful Act, Employment Practices Offense, Employee Benefit Administration Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of a "wrongful act", "employment practices offense", an offense in the "administration" of your "employee benefit plans", or an offense which may result in a "claim". To the extent possible, notice should include:

- (1) How, when and where the "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans", took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or "damage" arising out of the "wrongful act", "employment practices offense", or an offense in the "administration" of your "employee benefit plans".
- (4) The manner in which each insured first became aware of the circumstances involved.

Notice of a "wrongful act", "employment practices offense" or an offense in the "administration" of "employee benefit plans" is not notice of a "claim".

b. If a "claim" is made against any insured, you must:

- (1) Immediately record the specifics of the "claim" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "damages" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to any insured for a loss we cover under Coverages A, B or C of this Coverage Part, our obligations are limited as follows:

Other Insurance means insurance, or the funding of losses, that is provided by or through:

- Another insurance company;
- Any of our affiliated insurance companies;
- Any risk retention group;
- Any self-insurance, group self-insurance, or similar risk transfer approach, other than any funded by you and to which this coverage part applies.

However, other insurance does not mean umbrella or excess insurance issued to you to apply in excess of the limits of this coverage part.

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

1. This insurance is excess over any other primary insurance available to you covering liability for "damages" arising out of "wrongful acts", "employment practices offense" or an offense in the "administration" of "employee benefit plans".
2. This insurance is excess over any other insurance that is available during any applicable Supplemental Reporting Period, whether on a primary, excess, contingent, or any other basis.
3. When this insurance is excess, we will have no duty under Coverages A, B or C to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
4. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
5. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Risk Transfer

Whenever you enter into an agreement with another party requiring the other party to provide liability insurance to you, this Coverage Part will be excess over any other valid and collectible insurance that has been provided to you, except insurance specifically arranged to be excess of this Coverage Part.

When this insurance is excess, we will have no duty under Coverages A, B or C to defend any insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- d. We may waive this condition at our option.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional error or omission in any information provided by you will not be deemed to be a misrepresentation. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or non-renewal.

7. Separation Of Insureds

Except with respect to all exclusions contained within Section I – Coverages, Section V - Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made.

8. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION VII – DEFINITIONS

1. "Administration" means any of the following acts that you do or authorize a person to do:
 - a. Counseling "employees" or "volunteer workers", other than giving legal advice, on "employee benefit plans";
 - b. Interpreting your "employee benefit plans";
 - c. Handling records for your "employee benefit plans"; and
 - d. Effecting enrollment, termination or cancellation of "employees" or "volunteer workers" under your "employee benefit plans".
2. "Bodily injury" means physical harm, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" also includes mental anguish, emotional distress, or illness if the mental anguish emotional distress or illness results from such physical harm, sickness or disease at any time. "Bodily injury" also includes loss of care or services resulting from such physical harm, sickness or disease at any time.
3. "Claim(s)" means an oral or written demand, including a "suit", for payment of money "damages".
4. "Computer system" means all associated hardware, software, and electronic data.
5. "Damages" means money damages. "Damages" does not include any amount awarded as liquidated damages pursuant to any federal or state statute nor the multiple portion of any multiplied damage award.

6. "Discrimination" means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.
7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
8. "Employee benefit plans" means group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation, or savings plans, workers compensation, unemployment insurance, social security and disability benefits insurance, and any other similar benefit program applying to employees or volunteers.
9. "Employment practices offense(s)" means any of the following involving an actual, prospective, or former "employee" or "volunteer worker":
 - a. Demotion or failure to promote, negative evaluation, reassignment or discipline of your current "employee" or "volunteer worker" or wrongful refusal to employ;
 - b. Wrongful termination, meaning the actual or constructive termination of an "employee" or "volunteer worker";
 - c. Negligent hiring or supervision which results in any of the other offenses listed in this definition;
 - d. Retaliatory action against an "employee" or "volunteer worker";
 - e. Coercing an "employee" or "volunteer worker" to commit an unlawful act or omission within the scope of that person's employment;
 - f. Work-related harassment or "sexual harassment";
 - g. Employment-related libel, slander, invasion of privacy, defamation, humiliation or misrepresentation;
 - h. Other work-related verbal, physical, mental or emotional abuse arising from "discrimination";
10. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by "fungi".
11. "Health care and social services wrongful act" means an error, omission, or negligent act:
 - a. in the performance of or failure to perform health care services by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician, or paramedic while acting within the scope of his or her duties for you;
 - b. in the performance of or failure to perform social services including counseling, advice and instruction, by any licensed, certified, or trained "employee" or "volunteer worker" of your social services department, health and human services, health clinic or similar operation;
 - c. in the handling of patients by an "employee" or "volunteer worker" who is a first responder, nurse, jail nurse, emergency medical technician or paramedic:
 - (1) from the place where they are accepted for movement into or onto the means of transport,
 - (2) during transport, and
 - (3) from the means of transport to the place where they are finally delivered; and
 - d. relating to the dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services.
12. "Law enforcement activity(ies)" means:
 - a. any official activity conducted in the course of your law enforcement operations;
 - b. any officially sanctioned off-duty activity conducted in the course of law enforcement operations;
 - c. ownership, maintenance, operation or use of any premises by your law enforcement operations;
 - d. any criminal prosecution activity by judicial officers, prosecution attorneys, and staff other than public defenders or criminal defense attorneys.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loss adjustment expenses" means our expenses incurred to adjust a "claim" and include fees paid to attorneys, experts, and investigators used to defend a "suit". "Loss adjustment expenses" does not include the cost of our salaried claims staff and their office expenses or independent adjusters

15. "Network security" means your activities to protect your "computer system" from malicious code or unauthorized use or unauthorized access.
16. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. "Publication" of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. "Publication" of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your advertisement; or
 - g. Infringing upon another's copyright, trade dress or slogan in your advertisement.
17. "Personal information" means an individual's social security number, medical or healthcare data, other protected health information, drivers license number, state identification number, credit card number, debit card number, account number, account histories, passwords, or other nonpublic personal information as defined in "Privacy Regulations". "Personal information" shall not include information that is lawfully made available to the general public for any reason, including but not limited to information from federal, state or local government records.
18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Privacy regulations" means the following statutes and regulations associated with the care, custody, control or use of personally identifiable financial, medical or other sensitive information:
 - a. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
 - b. Gramm-Leach-Bliley Act of 1999;
 - c. California Security Breach Notification Act (CA SB 1386),
 - d. Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce; or
 - e. other similar state, federal, and foreign identity theft and privacy protection legislation that requires commercial entities that collect "personal information" to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that "personal information" has potentially been compromised.
20. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
21. "Publication" means any method of announcing or disseminating any material to any third party.
22. "Related employment practices offenses" means any multiple, repeated, or continuous "employment practices offense" that is causally connected by facts or circumstances or a series of any "employment practices offenses" causally connected by the same facts or circumstances
23. "Related wrongful acts" means any multiple, repeated, or continuous "wrongful act" that is causally connected by facts or circumstances or a series of any "wrongful acts" causally connected by the same facts or circumstances.

24. "Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes sexual molestation, sexual assault, sexual exploitation or sexual injury, but does not include "sexual harassment".
25. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:
 - a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 - b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
26. "Suit" means a civil proceeding alleging "damages" to which this insurance applies. "Suit" includes:
 - a. An arbitration proceeding in which "damages" are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which "damages" are claimed and to which the insured submits with our consent.
27. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
28. "Volunteer worker" means a person who is not your "employee" and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
29. "Wrongful act(s)" means any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach of duty by an insured. "Wrongful act" includes violations of "privacy regulations" and your liability for "damages" to others due to any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach relating to "network security".

SECTION VIII – EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is cancelled or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to a "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" for:
 - a. A "Wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" that take place before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be cancelled and the entire premium shall be deemed fully earned and non-refundable upon payment.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for sixty days. During this period, you will have the right, subject to part 2. of this section, to report "claims" made and consistent and in accordance with paragraph 2.a. of **PART VI – CONDITIONS**, any "wrongful act", "employment practices offense" or offense in the "administration" of "employee benefit plans" which may later result in a "claim".

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".
4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Supplemental Extended Reporting Period is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraph 3. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and you have fulfilled all other duties, and complied with all other conditions and requirements, under this Coverage Part.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of "damages"; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

6. If the Supplemental Extended Reporting Period is in effect, we will provide the supplemental aggregate limits of insurance described below, but only for "claims" first received and recorded during the Supplemental Extended Reporting Period.

The supplemental aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for such of the following limits of insurance for which a dollar amount has been entered:

Each Wrongful Act

Each Employment Practices Offense

Each Employee Benefit Administration

Wrongful Act Aggregate Limit

Employment Practices Offense Aggregate Limit

Employee Benefit Administration Aggregate Limit

The LIMITS OF INSURANCE (Section V) provisions of this coverage part will be amended accordingly.

TYPE: Resolution **SUBMITTED BY:** M. Rysavy **DATE:** 11.21.12

DESCRIPTION: Approve a Resolution Amending a Contract with FGM Architects, Inc. for Architectural Services for the design of a Shared Police Facility in the amount of \$1,110,150.00.

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 checked="" type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION: Public Safety (Approved 4-2)

DATE: 11.20.12

BACKGROUND: FGM Architects completed the feasibility study for the new Police Facility and it was accepted by the Board on 10.23.12. As the Board has authorized the purchase of 345 E. for this new Police Facility, the next step is begin the Architectural Design process.

The amended contract with FGM includes schematic design, design development drawings, construction documents, budgeting and bidding assistance, construction administration, and LEED Silver Certification. The amended contract cost is \$1,110,150.00 of which \$40,850.00 was previously approved for the feasibility study. The amendment to the contract for architectural design is \$927,300.00, which represents approximately 7.4%-7.7% of the total construction cost, which is estimated at \$12 - \$12.6 Million at this time.

KEY ISSUES: Much of the discussion at the Committee level was related to the RFP process and selection of FGM. The original information on the feasibility study, including the green sheet, RFP, and evaluation form with the respondent's names is in the T:\Drive under "RFP Police Facility 2012." We also included a copy of the RFP notice that was published in the Daily Herald on May 7, 2012 as well as our website. Also included are the proposals from each firm that submitted for the feasibility study.

FGM was chosen by a thorough RFP process at the feasibility level using criteria of project understanding, scope of work, project team, and experience designing public facilities. The introduction of the feasibility RFP stated the selected firm "is not guaranteed to be retained to provide design and construction administration services." This sentence was added to allow the Village to easily terminate the relationship with a firm after the feasibility study if they did not perform. However, due to FGM's excellent work in the feasibility phase we recommend their continued service in the design phase.

This process is similar to that of the design engineering work the Board recently approved for the Wastewater Treatment Plant. In that scenario, Strand & Associates had satisfactorily performed preliminary work on the plant study and therefore were most qualified for the final design work. This is the same in the case of FGM; they were already chosen by a competitive process and now have done a good deal of preliminary work that will save a great amount of time on the final design work. Any other firm would be at a significant disadvantage at this point and would have to redo much of the work already completed by FGM wasting valuable time and money.

ALTERNATIVES:

1. Require Staff to issue another RFP.
2. Discretion of the Board

RECOMMENDATION: Staff recommends approval of the Resolution to amend the contract with FGM Architects, Inc. for design services. At their November 20, 2012 meeting, the Public Safety Committee recommended approval of this contract amendment (4-2).

BUDGET IMPACT:

The new total cost of the contract is \$1,110,150.00, and is a budgeted item in 2013.

ACTION REQUIRED:

Motion to approve the Resolution amending the contract with FGM Architects, Inc.

RESOLUTION NO. R-

A RESOLUTION APPROVING THE AMENDMENT TO THE CONTRACT FOR ARCHITECTURAL SERVICES FOR A SHARED POLICE FACILITY WITH FGM ARCHITECTS, INC.

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, it is sometimes necessary in furtherance of its statutory functions for the VILLAGE to contract for various services required by the VILLAGE; and

WHEREAS, FGM Architects, Inc. has provided the VILLAGE an amended Contract (Exhibit B) to complete the design of a shared police facility for the VILLAGE to be constructed at the 345 E. Green Street site; and

WHEREAS, completing this Architectural Design of a new Police Facility would capitalize on the VILLAGE’s strategic planning goals and allow the VILLAGE to construct a new shared police facility; and

WHEREAS, for this purpose, the VILLAGE has determined that it is reasonable, necessary, and desirable to enter into a Contract for Architectural Services for Architectural Design Services for a shared police facility with the FGM Architects, Inc., which Contract is attached hereto and incorporated herein by reference as Exhibit “A” and “B.”

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

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

SECTION TWO: The Village President is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto, the Contract attached hereto and incorporated herein by reference as Exhibit "A" and "B."

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this _____ day of _____, 2012.

APPROVED:

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

Ayes: _____

Nays: _____

Absent: _____

FGM ARCHITECTS

Proposal for

Architectural Services

For:

Village of Bensenville/Canadian Pacific Police Service Space Needs and Feasibility Study for Shared Police Facility

Bensenville, Illinois

Submitted to:

Village of Bensenville

12 S. Center Street
Bensenville, Illinois 60106

By:

FGM ARCHITECTS INC.

1211 West 22nd Street, Suite 705
Oak Brook, IL 60523

June 13, 2012

1.0 SCOPE OF PROJECT

FGM understands that the Village of Bensenville wishes to perform a space needs and feasibility study for a shared facility for the Bensenville Police Department, Canadian Pacific Police Service (CP) and the Village's Emergency Management Agency (EMA). The purpose of the study is to identify the best solution for a new shared police facility that will meet the needs and financial capabilities of the Village and CP. The study will also provide the necessary information required to design and obtain funding for construction for the police facility.

The following items are included in the study:

- 1.01 FGM will review Bensenville and CP Police Departments' and EMA operations, long-term goals and requirements. As part of this review, we will review current and projected staffing and population trends.
- 1.02 We will establish a project building program indicating space needs and identifying all functional elements required by the Bensenville and CP Police Departments and EMA. The program will identify immediate and long-term space needs, long-term goals and requirements. We will meet with select personnel from the Bensenville and CP Police Departments and EMA to gather data for the building program. The building program will identify the individual needs for each agency as well as the needs for all agencies located together in a joint facility.
- 1.03 We will review the existing Police Station and an existing building to establish the feasibility to convert/renovate either building for use as a shared police facility based on the needs and requirements identified in the project building program. If conversion is possible, we will develop an all inclusive project budget, including site and building construction costs, furniture, fixtures and equipment costs, fees and other soft costs.
- 1.04 From programmatic requirements, we will develop an all inclusive project budget for constructing a new stand-alone shared police facility for comparison to the budget for the conversion/renovation project listed in Item 3 above.
- 1.05 FGM will provide an analysis and recommendation as to which scenario would best serve the Village and CP to provide a shared police facility, either converting/renovating the existing Police Station, an existing building or constructing a new stand-alone police facility. The analysis and recommendation will be presented to the Village for discussion.
- 1.06 If the analysis and recommendation determines a new stand-alone police facility to be the best scenario, FGM will provide a site analysis for a selected site.
- 1.07 Upon direction from the Village as to whether the police facility will be a conversion/renovation or new facility, we will develop a preliminary site and floor plan layout and concept drawings incorporating the project building program requirements identified in Item 1.02. The concept plans will be developed with significant input from the Village of Bensenville, the Bensenville and CP Police Departments and EMA.

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- 1.08 Utilizing preliminary site and floor plan concept drawings and project building and program requirements, FGM will provide an all inclusive project budget for the recommended scenario upon which the Village can rely as a reasonably anticipated (+/-) budget for the project.
- 1.09 We will provide an estimated timeline for the entire project, including design and construction.
- 1.10 All information and data generated will be placed into a report format and the findings will be presented at a Village Board Meeting.

2.0 SCOPE OF ARCHITECT'S SERVICES

FGM Architects Inc., hereinafter referred to as FGM or Architect, shall provide the following Professional Architectural Services for the Project:

2.1 FEASIBILITY STUDY

2.1.1 Project Kick Off and Information Gathering

2.1.1.1 Collection of Existing Documentation: Collect existing documentation of the sites and buildings including history, potential relationship with the adjacent property, desired operational information, and lists of desired improvements to the site.

- .1 The FGM team will review all relevant existing documents from the Village and each agency to become thoroughly familiar with the project including existing strategic plans, planning documents, annual reports, organizational charts, etc.

2.1.1.2 Project Kick Off Meeting: Architect will meet with Owner to confirm project goals and expectations. The agenda will include discussion of the project schedules. Following the meeting, the project team will: 1) finalize the schedules and goals; 2) determine the participant's roles and information needs.

- .1 Schedules, Goals, and Issues: Establish overview goals that will provide direction through the course of the Project.
- .2 Identify questions that must be answered as part of this study.
- .3 Determine Participants' Roles and Information Needs: Determine the roles, relationships and responsibilities of the Owner, FGM and others as required during the Project. Expectations in terms of scheduled deliverables by each party will be clarified to ensure a successful project.
- .4 Tour the existing facilities: Tour Bensenville and CP Police Departments' and EMA's facilities

2.1.2 Project Building Program

2.1.2.1 Space Needs Information Gathering Interviews: FGM will set up an interview schedule to meet with various staff members to discuss functions

within each department. Initially, we estimate that there will be approximately 20 interviews, which will be scheduled over a 3 day period.

- 2.1.2.2 Develop typical room layout plans: Develop typical room plan layout sketches to graphically demonstrate the scale and configuration of areas within each division.
- 2.1.2.3 Program Development: Prepare a Program Statement detailing current and future space need requirements individually for each agency as well as the needs for all agencies located together in a joint facility.
- 2.1.2.4 Present Findings to Village Board: FGM will present the findings of the Project Building Program to the Village Board at a Board Meeting or Workshop.

2.1.3 Existing Building Feasibility Analysis

- 2.1.3.1 Review size of existing buildings: FGM will review the size of the existing Police Station, existing building and associated sites, and compare to the program requirements and initially determine the potential for the building to be converted/renovated into a shared police facility.
- 2.1.3.2 Evaluate existing building: Our design team, including a structural engineer will review an existing building's general condition, including the site, structure, roof, exterior and interior walls, windows and insulation as well as compliance with ADA architectural guidelines, and code violations since the building was originally built or remodeled.
- 2.1.3.3 Develop pros and cons list and budgets: After completing the review of the existing building, FGM will develop a pros and cons list for utilizing the existing Police Station and existing building as a shared police facility. We will also provide an all inclusive project budget to convert/renovate the existing building into a shared police station and compare that to an all-inclusive project budget for constructing a new stand-alone shared police facility.
- 2.1.3.4 Provide recommendation: FGM will provide a recommendation as to which scenario would best serve the Village and CP to provide a shared police facility, either converting/renovating an existing building or constructing a new stand-alone shared police facility.
- 2.1.3.5 Present findings to Village: All findings will then be succinctly documented in the report the analysis and recommendation will be presented to the Village for discussion.

2.1.4 Site Analysis

- 2.1.4.1 Analyze potential site: FGM will evaluate one site, as selected by the Village, to determine the most suitable option for the project. Functional considerations such as size, access, and location will be considered. This work will include a preliminary conceptual site plans.
- 2.1.4.2 Review site costs: FGM will review the potential costs to build on the site as

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part of the analysis.

2.1.5 Preliminary Site and Floor Plans

2.1.5.1 Develop preliminary plans: With an approved Program and direction for either converting/renovating an existing building or building a new police facility, FGM will provide site and floor plan designs with an emphasis on space adjacencies and layout. The final preliminary drawings will be simple line drawings that depict the general site and floor plan layout.

2.1.5.2 Review plans: The preliminary plans will be reviewed with the Village and CP and refined as required.

2.1.6 Preliminary Project Budget and Cost of Construction Estimate

2.1.6.1 Develop project budget: Utilizing all information generated and the preliminary site and floor plans, FGM will provide a square foot construction estimate and total project budget.

2.1.6.2 Review estimates: Review preliminary cost estimates with the Village and revise as necessary.

2.1.7 Schedules

2.1.7.1 Develop a schedule for the project: FGM will provide an estimated timeline for the entire project, from the beginning of design through construction and the project closeout.

2.1.8 Final Report and Presentation to Village

2.1.8.1 Prepare final report: From information gathered and generated, we will prepare a summary report that will detail our methodology, findings, and recommendations. The report will contain the final program statement, existing building feasibility analysis, site analysis, preliminary site plan, floor plans, project budget and recommendations.

2.2 Consultants

FGM has included structural engineering consulting as required to assess the existing building for conversion/renovation.

3.0 WORK EFFORT AND ARCHITECT'S COMPENSATION

The following is FGM's understanding of the work effort and fee that will be required for the scope of services required to meet the intent of the Request for Proposal for the Village of Bensenville/Canadian Pacific Police Service for a Space Needs and Feasibility

FGM ARCHITECTS

Study for a Shared Police Facility.

3.1 Work Effort

FGM's anticipated work effort is based on providing the scope of services as described in Paragraphs 2.1 and 2.2 above.

Project Kick Off and Information Gathering	Work Effort: 16 hours
Project Building Program	Work Effort: 80 hours
Existing Building Feasibility Analysis	
Initial Review of Existing Building	Work Effort: 16 hours
Evaluate existing building including engineering review, develop pros and cons list, recommendations and presentation of findings	Work Effort: 12 hours
Site Analysis	Work Effort 20 Hours
Preliminary Site and Floor Plans	Work Effort: 60 Hours
Preliminary Project Budget and Cost of Construction Estimate	Work Effort: 7 Hours
Schedule Development	Work Effort: 4 Hours
Prepare Final Report and Presentation to Village	Work Effort 62 Hours
TOTAL WORK EFFORT	277 Hours

3.2 Fees

The Village of Bensenville shall compensate FGM Architects for professional Architectural services rendered in connection with the Project under this Proposal as follows:

3.2.1 For all professional services in connection with the Design Services as described in **Paragraphs 2.1 and 2.2 above** we propose a **Lump Sum Fee of \$39,850 plus Reimbursable Expenses** as defined within this Proposal (Local travel (travel less than 100 miles), phone, fax, and printing of review documents shall not be charged as a Reimbursable Expense).

If the site analysis work as described in 2.1.4 is not required:

Deduct: \$2,100

3.2.2 For any Additional Services authorized by the Owner beyond the scope of this Proposal including: environmental studies or services not identified within this proposal, FGM shall be compensated on the basis of the hourly rates described in the attached Hourly Rate Schedule for the professional and technical employees engaged on the Project plus Reimbursable Expenses. Consultants Hourly Billing Rate Schedule for the Project shall be forwarded to Owner upon Owner's

FGM ARCHITECTS

request.

3.2.3 In addition to the compensation above, FGM shall be reimbursed for additional expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect's actual direct cost of same, for the below items. **We recommend establishing a Reimbursable Allowance of \$500, which FGM shall not exceed without prior written approval of the Village.** Reimbursable Allowance includes costs for items below.

3.2.3.1 Expense of postage and/or delivery.

3.2.3.2 Expense of printing reports.

3.2.4 Payments shall be made by the Owner to FGM upon receipt of FGM's invoice in accordance with the Local Government Prompt Payment Act.

3.2.5 Non-payment of invoices shall constitute grounds for discontinuing service.

4.0 Form of Agreement

4.1 Should our proposal be acceptable, it is our intention to enter into a formal agreement using an FGM Short Form Agreement for Limited Professional Services between Owner and Architect with modifications as mutually agreeable.

We appreciate this opportunity to be of service to the Village of Bensenville for this Project.

FGM ARCHITECTS INC.

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HOURLY RATE SCHEDULE

Effective November 1, 2011*

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

Principal	\$205.00
Arch IV	\$170.00
Arch III	\$140.00
Arch II	\$105.00
Arch I	\$85.00
Construction Administrator	\$130.00
Project Administrator III	\$90.00
Project Administrator II	\$70.00
Project Administrator I	\$60.00

*Hourly rates are subject to adjustment on November 1 each year.

EXHIBIT B
AMENDMENT TO CONTRACT BETWEEN
THE VILLAGE OF BENSENVILLE AND FGM ARCHITECTS
FOR ARCHITECTURAL SERVICES
DATED NOVEMBER 15, 2012

The following is an amendment to the contract dated July 12, 2012 between the Village of Bensenville and FGM Architects for Architectural Services for Village of Bensenville/Canadian Pacific Police Service Space Needs and Feasibility Study for Shared Police Facility, FGM Project Number: 12-1498.01.

1.0 SCOPE OF PROJECT AMENDMENT

FGM understands the Village of Bensenville wishes to renovate an existing building that will house the Bensenville Police Department, Canadian Pacific Railway Police (CP) and the Village's Emergency Management Agency (EMA) at 345 East Green Street in Bensenville, Illinois. The existing building is approximately 46,000 square feet in floor area on one level. It is expected that this project will renovate a substantial portion of the existing building and have two additions added onto it. The site will also incorporate a small adjacent parcel of land owner by CP at the eastern portion of the site.

- 1.0.1 The Village of Bensenville, hereinafter referred to as the Owner, intends to build a new joint facility for Bensenville/CP Railway Police and EMA.
- 1.0.2 The design work will begin in January of 2013. We anticipate the construction of the project will begin in the Fall of 2013.
- 1.0.3 The Total Project Budget has been initially established at \$15,000,000 and the Construction Budget is anticipated to be approximately \$11,200,000 – 11,500,000, which does not include costs for a USGBC LEED certified project.
- 1.0.4 The Project Schedule will be developed as a part of the Project.
- 1.0.5 The Permitting Authority for the Project will be through the Village of Bensenville.
- 1.0.6 This Project will be delivered via Construction Management as Constructor (at risk) and will be publically bid.

2.0 SCOPE OF ARCHITECT'S SERVICES

FGM Architects Inc., hereinafter referred to as FGM or Architect, shall provide the following Professional Architectural Services for the Project:

2.1 Design Services **Pre-Design Phase**

- 2.1.1 Architectural and Engineering Design Services for New Police Station
 - 2.1.1.1 Project Kick Off and Information Gathering: Architect will meet with

FGM ARCHITECTS

Owner, Construction Management Firm to confirm project goals and expectations. The agenda will include discussion of the project schedules and space needs.

- .1 Schedules, Goals, and Issues: Establish overview goals that will provide direction through the course of the Project.
 - .2 Determine Participants' Roles and Information Needs: Determine the roles, relationships and responsibilities of the Owner, FGM and others as required during the Project. Expectations in terms of scheduled deliverables by each party will be clarified.
- 2.1.1.2 Review all existing information including space needs requirements for the Police Department; confirm which elements of the space needs program will be incorporated into the project.
- 2.1.1.3 Measure existing building to generate drawings of existing building.
- 2.1.1.4 Develop preliminary construction budget for the project.
- 2.1.2 Schematic Design and Design Development Phases
- 2.1.2.1 FGM shall prepare Schematic Design and Design Development Phase Documents consisting of drawings and other documents to establish and describe the size and character of the Scope of Work.
 - 2.1.2.2 Design Documents will include site and floor plans showing the proposed Police Station in relation to the existing site and floor plans showing all functional areas and equipment locations.
 - 2.1.2.3 FGM shall provide input regarding civil, structural, mechanical, plumbing and electrical, fire protection, security, technology infrastructure, audio/visual systems and furniture and review with the Owner. For civil engineering analysis, we have included typical storm water design. Extensive storm water analysis of the site and surrounding area has not been included.
 - 2.1.2.4 Meetings with the Owner and Municipal Code Authority are included in this phase as required. We have included in our base fee one meeting for presentations to a municipal board, planning or zoning hearing.
 - 2.1.2.5 We will collaborate with the Construction Manager in development of cost estimates and project budgets.
 - 2.1.2.6 Services that will be provided by the Owner and are not included in the proposed fee or services include the following:
 - .1 Site Boundary and Topographic Surveys (optional service)
 - .2 Building Scanning to Generate As-Built Drawings (optional service)
 - .3 Soil Investigations
 - .4 Traffic Studies

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- .5 Planning and Zoning Meetings (one meeting is included in base fee)
- .6 Environmental Site and Building Studies
- .7 Hazardous Material Remediation (soils, asbestos, lead, etc.)

2.1.3 Construction Document Phase

2.1.3.1 Upon approval of the Design Development Phase, FGM shall prepare complete Construction Documents for the Project. The Construction Documents shall consist of complete Contract Drawings, Specifications, and other necessary documents as required to secure a building permit for the Project and proceed with the Bidding and Negotiation Phase for the Project.

2.1.3.2 Contract Documents shall include Civil, Architectural, Structural, Mechanical, Plumbing and Electrical (including security, technology infrastructure and audio/visual) systems, Landscape Architecture drawings and specifications. Furniture Design is an optional additional service.

2.1.3.3 FGM shall assist the Owner in filing the required documents for approval of municipal authorities having jurisdiction over the project.

2.1.3.4 Meetings with the Owner and Municipal Code Authority are included in this phase as required.

2.1.4 Bidding and Negotiation Phase

2.1.4.1 FGM shall assist the Owner and Construction Manager in soliciting and reviewing bids from Contractors and Sub Contractors.

2.1.4.2 Respond to questions and provide clarifications to bidders, and issue Addendums as required to bidders.

2.1.4.3 Attendance at Pre-Bid Meeting and Bid Opening are included in this phase.

2.1.5 Contract Administration Services

2.1.5.1 FGM shall assist with the administration of construction contracts including shop drawing and other submittal review as required.

2.1.5.2 Provide an average of one (1) On-Site Observation visit every week to monitor Construction Phase activities for general conformance with Construction Documents.

2.1.5.3 Attend an average of one (1) On-Site Owner/Architect/Contractor (OAC) meeting (in combination with On-Site Observation visit) every other week to monitor Construction Phase activities for general conformance with Construction Documents.

2.1.5.4 Prepare Punch-List and related follow-up of same. We have included two

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(2) meetings for preparation of punch-list and two (2) punch-list follow up meetings.

2.1.6 Furnishings Design (optional service)

2.1.6.1 FGM strongly believes in having the furnishings selected by an independent design professional not associated with a furniture dealer or furniture company. This benefits you in two ways. First, it will allow you to select from all product lines available, not limited to the manufacturers a dealer sells. Secondly, it will save you money. We will competitively bid the furniture and installation. Often you will see the furniture prices below "state purchase agreements" when they are bid competitively. This is also true of installation prices. Dealers will offer "free" design services to Architects and Owners, but the truth is the dealers design fees are hidden in markups and installation costs. In our proposal, we have included an optional fee for FGM to provide independent Furnishings Design services. Furnishings design will take place concurrently with the building design.

2.2 Consultants

2.2.1 FGM has included the following consulting services in our proposal:

- Building Scanning
- Civil Engineering
- Structural Engineering
- Mechanical, Electrical, Plumbing and Fire Protection (MEPFP) Engineering
- Security Consulting
- Landscape Architecture
- Interior Design, Landscape Architecture and Furniture Design (optional service) are provided in-house by FGM.

2.2.2 Design Consultants for this project were selected on basis of qualifications. Our Civil, Structural, MEPFP and Security consultants have worked together with us on many police station projects and together we are a tried and true team. Our team consists of the following consultants:

- RWG Engineering, Civil Engineering
- McCluskey Engineering, Structural Engineering
- Consolidated Consulting Engineering, MEPFP Engineering
- Correct Electronics, Security Consulting

2.2.3 Survey, geotechnical (soil borings), material testing and environmental engineering services are not included in our proposal.

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3.0 ARCHITECT'S COMPENSATION

The Village of Bensenville shall compensate FGM Architects for professional Architectural services rendered in connection with the Project under this Proposal as follows:

- 3.1 For all professional services in connection with Architectural and Engineering Design Services, Bidding and Negotiation Services and Contract Administration Services as described in Paragraphs 2.1 and 2.2, we propose the following fee:

Total Lump Sum Fee **\$927,300.00**

Furniture Design and Procurement (optional service) – Lump Sum Fee of \$54,400.00 to be included in addition to above Architectural and Engineering Design Fee.

The fee includes Civil Engineering design services. If the Village would like to provide this design service, deduct \$17,755.00.

3.1.1 Assumptions: FGM has assumed there will be only one bid package which will include the entire site and building.

3.1.2 This will project will not be pursuing US Green Building Council LEED Certification.

- 3.2 Optional Services that may be required:

3.3.1 Site Boundary and Topographic Survey \$6,355.00

3.3.2 LEED (Leadership in Energy and Environmental Design) and Sustainable Design Services:

If the Village would like to pursue LEED Certification for the Police Station Project, FGM will provide this service for the following lump sum fee:

If the Village seeks Certified or Silver Certification \$142,000.00

If the Village seeks Gold Certification \$161,000.00

Services include:

- Sustainable Design Goal Setting Meeting with Staff and Village Board
- Sustainable Design Services
- Grant Preparation Assistance
- LEED Coordination Meetings
- Project Registration Fees
- Energy Modeling Consulting
- LEED Commissioning Consultant
- LEED Documentation

- 3.3 Compensation shall be distributed to each Phase based on the following percentages:

- Pre Design and Schematic Design Phase 15% of total compensation

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- Design Development Phase 20% of total compensation
- Construction Document Phase 40% of total compensation
- Bidding and Negotiation Phase 05% of total compensation
- Construction Phase 20% of total compensation

3.4 Reimbursable Expenses are not included in our Fee are defined in Paragraph 3.4 below. Local travel (travel less than 100 miles), phone, fax, and printing of review sets for design coordination will not be charged as a Reimbursable Expense.

3.5 For any additional services, FGM shall be reimbursed for additional expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect's actual direct cost of same, for the below items.

3.5.1 Expense of postage and/or delivery.

3.5.2 Travel and living expenses in connection with Architect's out-of-town travel (if required) as authorized by the Owner.

3.5.3 Expenses of any consultants with Owner's prior approval.

3.5.4 Expense of Contract Document printing for permit submittal.

3.5.5 Expense of models authorized by the Owner.

3.5.6 Any fees paid by FGM to authorities having jurisdiction over the project with Owner's prior approval.

3.5.7 Expense of Contract Document printing for bidding and construction purposes

3.6 If the Owner authorizes any Additional Services beyond the scope of this Proposal including: preparation of models, computer animations, major revisions to previously approved design documents, financial or demographic studies or other services not customarily furnished in accordance with generally accepted architectural practice as identified above, FGM shall be compensated on the basis of the hourly rates described in the attached Hourly Rate Schedule for the professional and technical employees engaged on the Project plus Reimbursable Expenses.

3.7 Payments: Our standard office policy for invoicing services rendered is once a month. We request payment within 30 days of receipt of our invoice.

3.8 Non-payment of invoices shall constitute grounds for discontinuing service.

4.0 Form of Agreement

4.1 Upon review and approval of The Village of Bensenville, we propose FGM and Owner shall enter into a new contract using AIA Form B101 Standard Form of Agreement Between Owner and Architect, for the services outlined in this proposal.

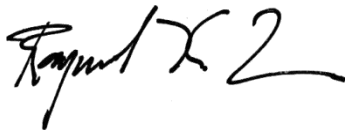
FGM ARCHITECTS

- 3.3 For any Additional Services authorized by the Owner beyond the scope of this Proposal including: environmental studies or services not identified within this proposal, FGM shall be compensated on the basis of the hourly rates described in the attached Hourly Rate Schedule for the professional and technical employees engaged on the Project plus Reimbursable Expenses.

We appreciate this opportunity to be of service to the Village of Bensenville for this exciting project.

Sincerely,

FGM ARCHITECTS INC.



Raymond K. Lee, AIA, LEED AP
Vice President/Principal-in-Charge



John C. Dzarnowski, AIA
Vice President/Director,
Municipal and Recreation

FGM ARCHITECTS

HOURLY RATE SCHEDULE

Effective November 1, 2012*

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

FGM Architects

Principal	\$205.00
Arch IV	\$170.00
Arch III	\$140.00
Arch II	\$105.00
Arch I	\$85.00
Landscape Architect	\$140.00
Construction Administrator	\$130.00
Project Administrator III	\$95.00
Project Administrator II	\$70.00
Project Administrator I	\$60.00

RWG Engineering

Principal	\$150.00
Senior Project Manager	\$90.00-\$130.00
Project Manager	\$80.00-\$110.00
Project Engineer	\$75.00-\$90.00
Design Engineer	\$65.00-\$80.00
Engineering CADD Technician	\$60.00-\$75.00
Administrative/Clerical Support	\$35.00-\$45.00

McCluskey Engineering

Director Engineer	\$160.00
Principal Engineer	\$130.00
Senior Engineer	\$105.00
Engineer	\$90.00
Drafting Supervisor	\$85.00
Drafts Person	\$70.00
Clerical	\$40.00

Consolidated Consulting Engineers

Principal Engineer	\$150.00
Associate Engineer	\$130.00
Design Engineer	\$110.00
Drafts Person	\$90.00
Clerical	\$70.00

Correct Electronics

Security Consultant	\$110.00
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*Hourly rates are subject to adjustment on November 1 each year.