



VILLAGE OF BENSENVILLE

Village Board

President
Frank Solo

Trustees

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

Village Manager

Michael Cassady

Village of Bensenville, Illinois BOARD OF TRUSTEES MEETING AGENDA

6:30 P.M. Tuesday, April 13, 2010

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

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- V. APPROVAL OF MINUTES

March 16, 2010 – Board of Trustees

March 23, 2010 – Special Board of Trustees

- VI. WARRANT – April 13, 2010 #10- \$ 508,970.34

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

1. *Ordinance Amending Title 5, Chapter 1, Section 2 and Section 8 of the Bensenville Village Code to Adopt and Incorporate the Illinois Vehicle Code in its Entirety and to Amend the Penalty for the Unauthorized Use of Parking Places Reserved for Persons with Disabilities*
2. *Ordinance Amending Village Code Title 5, Traffic and Motor Vehicles, Chapter 2, Stopping, Standing or Parking Section 5-2-13, No Parking Zones Subsection F, No Parking at Any Time*
3. *Ordinance Amending Village Code Title 5, Traffic and Motor Vehicles Chapter 3, Streets and Intersections Section 5-3-2, Turn Restrictions Subsection B, Right Turns Prohibited*

VIII. REPORTS OF STANDING COMMITTEES

- A. Economic and Community Development Committee

1. *Ordinance Approving a Conditional Use Permit for an Electric Fence at 611 Eagle Drive, Bensenville, Illinois*

- B. Infrastructure and Environment Committee – No Report

- C. Administration, Finance and Legislation Committee
 - 1. *Ordinance Regulating Overweight and/Or Over-Dimension Vehicles and a Resolution Authorizing a Professional Services Agreement to Administer the Permit Process*
- D. Public Safety Committee - No Report
- IX. INFORMATION ITEMS
 - A. PRESIDENT'S REMARKS
 - B. VILLAGE MANAGER'S REPORT
 - Teamsters Local No. 714 Law Enforcement Division- Sergeant's Unit Contract*
 - C. CORRESPONDENCES AND ANNOUNCEMENTS
- X. UNFINISHED BUSINESS
- XI. NEW BUSINESS
- XII. EXECUTIVE SESSION
 - A. Review of Executive Session Minutes [5 ILCS 120/2 (C)(21)]
 - B. Personnel [5 ILCS 120/2(C)(1)]
 - C. Collective Bargaining [5 ILCS 120/2 (C)(2)]
 - D. Property Acquisition [5 ILCS 120/2(C)(5)]
 - E. Litigation [5 ILCS 120/2(C)(11)]
- XIII. MATTERS REFERRED FROM EXECUTIVE SESSION
- XIV. ADJOURNMENT

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

Village of Bensenville

12 South Center Street ♦ Bensenville, IL 60106

Phone: 630-766-8200 ♦ Fax: 630-594-1105

www.bensenville.il.us



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

DRAFT

MINUTES OF THE SPECIAL VILLAGE BOARD OF TRUSTEES
MEETING

March 16, 2010

CALL TO ORDER: 1. President Soto called the meeting to order at 5:35 p.m.

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

Adamowski, Bartlett, O'Connell, Peconio, Wesslerer

Absent: Johnson

A quorum was present.

**PUBLIC
COMMENT:**

Trustee Bartlett

Trustee Bartlett asked about Village regulations regarding street solicitation. He voiced concern for the safety of solicitors. The Village currently does not have a rule regarding soliciting in town.

**APPROVAL OF
MINUTES:**

3. The February 16, 2010 Special Village Board, February 16, 2010 Budget Workshop, February 18, 2010 Budget Workshop, and March 2, 2010 Special Budget Workshop Minutes were presented.

Motion: Trustee Adamowski made a motion to approve the minutes as presented. Trustee Bartlett seconded the motion.

All were in favor.

Motion carried.

DRAFT

**WARRANT NO.
10/22:**

4. President Soto presented **Warrant No. 10/22** in the amount of \$748,990.54

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

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

NAYS: None

Motion carried.

**Ordinance No.
24-2010:**

5. Village President, Frank Soto, gave the summarization of the action contemplated in **Ordinance No. 24-2010** entitled **An Ordinance Amending Title 8, Chapter 7 of the Bensenville Village Code to Discontinue the Additional Capital Recovery Charges Assessed to all Industrial Users Within and Outside the Corporate Limits.**

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

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

NAYS: None

Motion carried.

**Ordinance No.
25-2010:**

6. Village President, Frank Soto, gave the summarization of the action contemplated in **Ordinance No. 25-2010** entitled **An Ordinance Amending Title 1, Chapter 3, Section 1-3-2 of the Bensenville Village Code to Change the Commencement of the Village Fiscal Year to January 1.**

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

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

NAYS: None

Motion carried.

DRAFT

Ordinance No.

26-2010:

7. Village President, Frank Soto, gave the summarization of the action contemplated in **Ordinance No. 26-2010** entitled **An Ordinance Adopting a Revised Organizational Chart and Amending the Bensenville Village Code in Accordance with the Organizational Chart.**

Motion:

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

ROLL CALL:

AYES: Adamowski, Bartlett, O'Connell, Peconio, Wessler

NAYS: None

Motion carried.

Ordinance No.

27-2010:

8. Village President, Frank Soto, gave the summarization of the action contemplated in **Ordinance No. 27-2010** entitled **An Ordinance Establishing a Village Storm Water Drainage System and Storm Water Drainage System Fund.**

Motion:

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

ROLL CALL:

AYES: Adamowski, Bartlett, O'Connell, Peconio, Wessler

NAYS: None

Motion carried.

Ordinance No.

28-2010:

9. Village President, Frank Soto, gave the summarization of the action contemplated in **Ordinance No. 28-2010** entitled **An Ordinance Amending the Budget for the Village of Bensenville, DuPage and Cook Counties, Illinois, to Provide for a Fiscal Year Commencing May 1, 2009 and Ending December 31, 2010, Amending the Budget Passed and Adopted by Ordinance No. 101-2008, and Amended by Ordinance No. 29-2009.**

Motion:

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

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ROLL CALL: AYES: Adamowski, Bartlett, O'Connell, Peconio, Wessler

NAYS: None

Motion carried.

**PRESIDENTS
REPORT:**

Honored Peconio for award (need more information)

**MANAGERS
REPORT:**

Village Manager, Michael Cassady, thanked the Village Board and Village Staff for their hard work in amending the budget.

Michael Cassady introduced the newly hired Assistant to the Director of Community and Economic Development, Mark Rysavy. Mr. Rysavy will initially be working with the O.M.P. on all demolition in the acquisition area to insure the safety and well being of all Village Residents.

ANNOUNCEMENTS:

Village Clerk, JoEllen Ridder, read a request from Robert Madura of 1016 S. Center Street. (Exhibit A)

ADJOURNMENT:

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

All were in favor.

Motion carried

President Soto adjourned the meeting at 6:35 p.m.

JoEllen Ridder
Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, April 2010

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

DRAFT

MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING

March 23, 2010

CALL TO ORDER: 1. President Soto called the meeting to order at 6:35 p.m.

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

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

Absent: None

A quorum was present.

**APPROVAL OF
MINUTES:**

3. The February 23, 2010 Village Board Meeting minutes were presented.

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

All were in favor.

Motion carried.

**WARRANT NO.
10/23:**

4. President Soto presented **Warrant No. 10/23** in the amount of \$1,543,841.47

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

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

NAYS: None

Motion carried.

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Motion: 5. Trustee Johnson made a motion to set the Consent Agenda as presented. Trustee Peconio seconded the motion.

**Ordinance No.
29-2010:**

Ordinance Granting Approval of a Variance to allow a Fence in the Side Yard of the Property Commonly Identified as 600 Thomas Drive, Bensenville, Illinois. (Consent Agenda)

**Ordinance No.
30-2010:**

Ordinance Approving a Conditional Use Permit to allow Outdoor Storage for Storage of Trailers and Trucks at 600 Thomas Drive, Bensenville, Illinois. (Consent Agenda)

**Resolution No.
R-7-2010:**

Resolution Authorizing the Execution of an Intergovernmental Agreement Between the County of DuPage and the Village of Bensenville for Implementation of the Illicit Discharge Detection and Elimination Program. (Consent Agenda)

**Resolution No.
R-8-2010:**

Resolution Authorizing the Adoption of an Identity Theft Detection Program. (Consent Agenda)

**Ordinance No.
31-2010:**

Ordinance Authorizing the Sale of Surplus Personal Property Owned by the Village of Bensenville. (Consent Agenda)

Motion: Trustee Adamowski made a motion to approve the consent agenda as presented. Trustee Peconio seconded the motion.

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

NAYS: None

Motion carried.

**Ordinance No.
_____:**

6. Village President, Frank Soto, gave the summarization of the action contemplated in **Ordinance No. _____** entitled **An Ordinance Granting Approval of a Variance to Reduce the Required Yard for an Existing Building for the Property Commonly Identified as 1102 N. Ellis, Bensenville, Illinois.**

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Motion: Trustee Peconio made a motion to table the ordinance to a future Village Board Meeting. Trustee Johnson seconded the motion.

All were in favor.

Motion carried.

Ordinance No.

_____:

7. Village President, Frank Soto, gave the summarization of the action contemplated in **Ordinance No. _____** entitled **An Ordinance Approving a Conditional Use Permit to Allow Outdoor Storage for Storage of Trucks and Trailers at 1102 N. Ellis, Bensenville, Illinois.**

Motion: Trustee Peconio made a motion to table the ordinance to a future Village Board Meeting. Trustee Johnson seconded the motion.

All were in favor.

Motion carried.

Ordinance No.

32-2010:

8. Village President, Frank Soto, gave the summarization of the action contemplated in **Ordinance No. 32-2010** entitled **An Ordinance Granting the Rezoning of Property Located at 404 S. Briar Lane, Bensenville, Illinois from RS – 1 Low Density Single Family to RS – 5 High Density Single Family.**

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

ROLL CALL:

AYES: Bartlett, O'Connell, Peconio, Wessler

NAYS: Adamowski, Johnson

Motion carried.

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Ordinance No.

33-2010:

9. Village President, Frank Soto, gave the summarization of the action contemplated in **Ordinance No. 33-2010** entitled **An Ordinance Granting the Subdivision at 404 S. Briar Lane, Bensenville, Illinois.**

Motion:

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

ROLL CALL:

AYES: Bartlett, O'Connell, Peconio, Wessler

NAYS: Adamowski, Johnson

Motion carried.

Ordinance No.

34-2010:

10. Village President, Frank Soto, gave the summarization of the action contemplated in **Ordinance No. 34-2010** entitled **An Ordinance Approving a Conditional Use Permit to allow Outdoor Storage for Storage of "Pods" at 1120-1140 N. Ellis, Bensenville, Illinois.**

Motion:

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

ROLL CALL:

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

NAYS: None

Motion carried.

Ordinance No.

35-2010:

11. Village President, Frank Soto, gave the summarization of the action contemplated in **Ordinance No. 34-2010** entitled **An Ordinance Granting Approval of a Variance to Waive the Requirement of Screening of the Outdoor Storage Approved for the Property Commonly Identified as 1120-1140 N. Ellis, Bensenville, Illinois.**

Motion:

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

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

NAYS: Adamowski, Johnson

Motion carried.

**Ordinance No.
36-2010:**

12. Village President, Frank Soto, gave the summarization of the action contemplated in **Ordinance No. 36-2010** entitled **An Ordinance Amending the Zoning Code of the Village of Bensenville to Include "Electric Fence" as a Conditional Use Permit in the I-2 Light Industrial District, I-3 Heavy Industrial District and I-4 General Industrial District.**

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

ROLL CALL: AYES: O'Connell, Peconio, Wessler, President Soto

NAYS: Adamowski, Bartlett, Johnson

Motion carried.

**Resolution No.
R-9-2010:**

13. Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No. R-9-2010** entitled **Resolution Authorizing Execution of an Agreement and Purchase Order with American Mobile Stating – Music in the Park Series.**

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

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

NAYS: None

Motion carried.

DRAFT

**Resolution No.
R-10-2010:**

14. Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No. R-10-2010** entitled **Resolution Authorizing Execution of a Purchase Order with Entertainment Management Group– Music in the Park Series.**

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

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

**Resolution No.
R-11-2010:**

15. Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No. R-11-2010** entitled **Resolution Authorizing Execution of an Agreement and Purchase Order with American Mobile Stating – Liberty Fest 2010.**

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

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

**Resolution No.
R-12-2010:**

16. Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No. R-12-2010** entitled **Resolution Authorizing Execution of a Purchase Order with Entertainment Management Group– Liberty Fest 2010.**

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

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

DRAFT

**Resolution No.
R-13-2010:**

17. Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No. R-13-2010** entitled **Resolution Authorizing Execution of an Agreement and Purchase Order with Mad Bomber – Liberty Fest 2010.**

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

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

NAYS: None

Motion carried.

**PRESIDENTS
REPORT:**

President Soto announced that demolition will start to take place by the City of Chicago. There will be media coverage to view first demolition being held on March 24, 2010 at 439 E. Irving Park Road.

**Resolution No.
R-14-2010:**

Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No. R-14-2010** entitled **Resolution Opposing Governor Quinn's Budget Proposal to Reduce Local Government Shared Revenues.**

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

All were in favor.

Motion carried.

**Resolution No.
R-15-2010:**

Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No. R-15-2010** entitled **Resolution Supporting the Construction of the Elgin-O'Hare West By-Pass "Building Alternative 203; Option D."**

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

All were in favor.

Motion carried.

**MANAGERS
REPORT:**

In absence of Village Manager, Michael Cassady, Deputy Village Manager, Denise Pieroni, reminded all residents to complete and mail in their 2010 Census. Village Clerk, JoEllen Ridder also added that Scott Viger and Ed Muniz have worked very hard on educating our residents on the importance of the Census for Bensenville.

ANNOUNCEMENTS:

Trustee Wessler has encouraged all residents concerned with the health and safety of the animals in the acquisition area to contact The Assistant to the Director of Community and Economic Development, Mark Rysavy. Mr. Rysavy is overseeing all demolition taking place by the City of Chicago.

ADJOURNMENT:

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

All were in favor.

Motion carried.

President Soto adjourned the meeting at 7:50 p.m.

JoEllen Ridder
Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, April 2010

TYPE: Ordinance Amendment SUBMITTED BY: F.Kosman DATE: 4-7-2010

DESCRIPTION: Recommendation to Adopt the Illinois Vehicle Code in its entirety and to Amend the Penalty for the Unauthorized Use of Parking Places Reserved for Persons with Disabilities

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: 5-0

DATE: 3-23-2010

BACKGROUND

Title 5, Chapter 1, Section 5-1-2 of the Village Code incorporates enumerated sections of the Illinois Vehicle Code. This authorizes some traffic offenses to be charged under the Village Code and be prosecuted by Village Attorneys instead of being prosecuted by the States Attorney's Office. This amendment will incorporate the entire vehicle code so that all the traffic offenses and fines enumerated in the Illinois Vehicle Code may be charged under the Village Code. Another benefit is that the Village Code will remain current with the often amended Illinois Vehicle Code.

Title 5, Chapter 1, Section 5-1-8, of the Village Code indicates the fine amounts for parking violations prosecuted under Title 5, Chapter 1. This amendment authorizes the fine for a conviction of unauthorized use of parking places reserved for persons with disabilities under this section of the Village Code to be increased to \$350 as allowed by the Illinois Vehicle Code.

KEY ISSUES:

Generally, the Village collects \$10 more per conviction for tickets prosecuted by the Village Attorney than if the State's Attorney's Office prosecutes the case. Since the Village Attorneys are present in traffic court anyway, it would be more cost effective to use them to prosecute most violators.

ALTERNATIVES:

1. Approval of the Ordinance Amendment incorporating the IVC and fine amount change.
2. Maintain the status quo.
3. Discretion of the Board

RECOMMENDATION:

After being reviewed by staff and the Village Attorney, the recommendation is to adopt the proposed ordinance amendment.

BUDGET IMPACT:

The change to mostly Village prosecutions for traffic violations should increase the village's revenue for fines without increasing the expense for prosecutions.

ACTION REQUIRED:

Motion to approve the adoption of the ordinance amendment.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 5, CHAPTER 1, SECTION 2 AND SECTION 8 OF THE *BENSENVILLE VILLAGE CODE* TO ADOPT AND INCORPORATE THE ILLINOIS VEHICLE CODE IN ITS ENTIRETY AND TO AMEND THE PENALTY FOR THE UNAUTHORIZED USE OF PARKING PLACES RESERVED FOR PERSONS WITH DISABILITIES

WHEREAS, the Village of Bensenville (hereinafter the "Village") is a duly organized and existing Illinois municipality pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the Village is authorized, pursuant to the Illinois Vehicle Code 625 ILCS 5/20-204, to adopt and incorporate the Illinois Vehicle Code in its entirety as part of the Bensenville Village Code; and

WHEREAS, the Village is authorized, pursuant to the Illinois Vehicle Code 625 ILCS 5/11-1301.3 to impose a fine up to Three Hundred Fifty and 00/100 Dollars (\$350.00) for the unauthorized use of parking places reserved for persons with disabilities; and

WHEREAS, the President and Board of Trustees find that it is in the best interest of the Village and its citizens to adopt and incorporate the Illinois Vehicle Code in its entirety, as amended from time to time as a part of the Bensenville Village Code to allow for Village enforcement and prosecution of all violations expressed in the Illinois Vehicle Code to preserve the health and safety of Village citizens and to preserve a uniformity of law in the Village with Illinois state law; and

WHEREAS, the President and Board of Trustees find that it is in the best interest of the Village and its citizens to impose a fine of Three Hundred Fifty and 00/100 Dollars (\$350.00) for the unauthorized use of parking places reserved for persons with disabilities as authorized by the Illinois Vehicle Code to adequately preserve the rights of disabled individuals to the full extent of law.

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

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

SECTION TWO: That Title 5, Chapter 1, Section 2 of the *BENSENVILLE VILLAGE CODE* is amended to state only as follows:

**5-1-2: ADOPTION AND INCORPORATION OF THE ILLINOIS
VEHICLE CODE IN ITS ENTIRETY BY REFERENCE;
PENALTIES AND FINES:**

A. Pursuant to section 20-204 of act 5 of chapter 625 of the Illinois Compiled Statutes, the Village hereby adopts and incorporates by reference into this Code each and every provision of the Illinois Vehicle Code as contained in act 5 of chapter 625 of the Illinois Compiled Statutes, as amended from time to time, as if fully set out in this Code. The penalties and all administrative revocation or suspension procedures provided in the Illinois Vehicle Code are included in this adoption by reference and shall control unless otherwise specifically expressed in this Code. Any proceeding resulting from a violation of an Illinois Vehicle Code regulation, written as a violation of this Code, shall be deemed to be a civil matter for purposes of burden of proof and rules of court. The only exceptions to this shall be citations written for offenses permitting incarceration as a penalty or if the Illinois Vehicle Code specifies otherwise. Three (3) copies of said Illinois Vehicle Code are on file in the office of the Village Clerk. The fact that a particular activity is proscribed or regulated in both the Illinois Vehicle Code and another section of this chapter shall not affect either the validity of this section or the validity of this Code regulation. Except where noted, if any provisions in the Illinois Vehicle Code and this chapter are inconsistent with each other, the provisions as set forth in this Code shall govern.

Any regulation found in the Illinois Vehicle Code may be cited as a regulation of this code by placing before it the prefix "B" i.e. B-11-501.

B. Unless otherwise provided in this Chapter or the Illinois Vehicle Code, as adopted, the court shall impose a fine of not less than One Hundred Twenty Five and 00/100 Dollars (\$125.00) for each violation of any provision of this Chapter.

The court, upon making a finding of guilty for any offense under section B-11-501 of this Code, in addition to any sentencing alternatives elected by the court, shall impose a fine of not less than Seven Hundred Fifty and 00/100 Dollars (\$750.00) and not more than Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) for each such offense.

The court, upon making a finding of guilty for any offense under section B-11-1301.3(a) of this code, shall impose a fine of Three Hundred Fifty and 00/100 Dollars (\$350.00).

SECTION THREE: That the fine of One Hundred and 00/100 Dollars (\$100.00) for the "unauthorized use of parking places reserved for persons with disabilities" as expressed in Title 5, Chapter 1, Section 8 of the *BENSENVILLE VILLAGE CODE* shall be replaced with a fine in the amount of Three Hundred Fifty and 00/100 Dollars (\$350.00).

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

SECTION FIVE: That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 13 day of April, 2010.

APPROVED:

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES:

NAYES:

ABSENT:

TYPE: Ordinance Amendment SUBMITTED BY: F. Kosman DATE: 4/7/10

DESCRIPTION: Recommendation for No Parking Anytime Ordinance Amendment for Both Sides of Jacquelyn Dr. 150 Feet East of York Rd. and Jefferson Av. from York Road to May St.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: 5-0

DATE: 3-23-10

BACKGROUND

Trustee Morris advised that he noticed a traffic safety problem on Jacquelyn Dr. just east of York Rd. At that location, Jacquelyn is not wide enough to allow two vehicles to pass if a vehicle is parked along either curb. The consequence is that vehicles have to stop on York Rd. if there is a vehicle waiting to turn onto York from Jacquelyn and a vehicle is parked along the curb.

I checked the intersection and observed it as described. One No Parking Anytime sign existed along the north side of Jacquelyn. I checked the Village Code and did not find any codified parking restriction on either side of the street at that location.

This same issue exists on Jefferson east of York Rd. to May St.

KEY ISSUES:

The issue has become more of a problem on Jefferson because of the recently built townhouses at that location.

ALTERNATIVES:

1. Approval of an Ordinance Amendment to prohibit parking at anytime at the two locations.
2. Discretion of the Board.

RECOMMENDATION:

As a traffic safety measure, staff recommends the village code be amended to prohibit parking on either side of the street on Jacquelyn Drive for 150 feet east of York Road and Jefferson Avenue from York Road until May Street, and that the signs be posted.

BUDGET IMPACT: \$580 for the cost of the signs that PW will install.

ACTION REQUIRED: Motion to approve an Ordinance Amendment for no parking at both locations.

ORDINANCE #

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

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

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

F. No parking at any time:

“Jacquelyn Drive, both sides, from a point 150 feet east of York Rd.”

“Jefferson Street, both sides, from York Rd. to May St.”

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 _____, 2010.

Frank Soto
Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES: _____

NAYS: _____

Absent: _____

TYPE: Ordinance Amendment SUBMITTED BY: F. Kosman DATE: 4/7/10

DESCRIPTION: Recommendation for no turn on red from east Jefferson Avenue to south York Road.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: 5-0

DATE: 3/23/10

BACKGROUND

Fire Chief Michael Spain advised that there have been 3 near miss crashes between fire vehicles exiting Fire Station Number 1 onto York Road and vehicles turning right from east bound Jefferson to south bound York in the last 6 months. He explained that when the fire vehicles exit with their emergency lights activated, the opticom system changes the lights to be red for Jefferson Street. Drivers who are turning right from east bound Jefferson concentrate more on the south bound traffic coming from the north on York Road and often do not see the fire vehicles exiting the driveway to their south.

The traffic committee studied the problem and agreed with Chief Spain that the situation warranted a no turn on red sign at that location. As described above, the No Turn on Red prohibition is based on the operational characteristics of the intersection being located within close proximity to the fire station's driveway that result in unexpected conflicts. Therefore, the prohibition on the right turns is justified based upon the criteria of the Manual on Uniform Traffic Control Devices (MUTCD) for this location.

KEY ISSUES:

The prohibition on right turns has been requested by the Fire District, it meets the criteria of the MUTCD, it is a cost effective solution, and the staff traffic committee recommends it.

ALTERNATIVES:

1. Approval of an Ordinance Amendment to prohibit right turns at that location.
2. Discretion of the Board.

RECOMMENDATION:

As a traffic safety measure, staff recommends the village code be amended to prohibit right turns on red from east bound Jefferson to south bound York.

BUDGET IMPACT: The approximate cost for the signage that PW will install is \$250.

ACTION REQUIRED: Motion to approve an Ordinance Amendment for no turn on red at that location.

ORDINANCE #

**AMENDING VILLAGE CODE
TITLE 5, TRAFFIC AND MOTOR VEHICLES
CHAPTER 3, STREETS AND INTERSECTIONS
SECTION 5-3-2, TURN RESTRICTIONS
SUBSECTION B, RIGHT TURNS PROHIBITED**

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

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

F. Right turns prohibited: When signs are erected giving notice thereof, no driver of a vehicle shall make a right turn on a red light at any time at the following intersections:

"East bound Jefferson Avenue and York Road."

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 _____, 2010.

Frank Soto
Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES: _____

NAYS: _____

Absent: _____

TYPE: Motion SUBMITTED BY: S. Viger DATE: 04.13.10

DESCRIPTION:

Motion regarding the approval of a Conditional Use permit to allow a Fence with electric charge sufficient to cause shock ("electric fence") at 611 Eagle Drive in an existing I – 2 Light Industrial District.

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 checked="" 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: Community & Economic Development DATE: 02.23.10
Community & Economic Development 03.23.10

BACKGROUND

Sentry Security had requested a variance for their client AAA Cooper located at 611 Eagle Drive to allow a fence with "an electric current sufficient to cause shock..." The variance was ultimately denied by the Village Board; however, staff was directed to work with the applicant to investigate the situation further. Subsequently the Deputy Village Manager and Community & Economic Development Director met with the applicant several times. It was concluded to have the applicant seek a text amendment that would allow such fences as Conditional Use Permits in the three highest Industrial Districts (I - 2, I - 3 & I - 4). The Village Board approved the text amendment under Ordinance # 36 – 2010 on March 23, 2010, providing the mechanism to review this application.

KEY ISSUES:

That the Zoning Ordinance's "approval criteria" enumerated both in the staff report and application are met. That the proposed use is in the best interest of the Village.

ALTERNATIVES:

1. Approve the request with the recommended conditions.
2. Approve the request with amended/different conditions.
3. Deny the request.
4. Remand the request back to the Community Development Commission (CDC) for additional review.

RECOMMENDATION:

Staff respectfully requests that the ECDC approve the requested Conditional Use Permit. The CDC also recommended approval at their 01.11.10 Public Hearing by a 5 - 2 vote. The item appeared on the Community & Economic Development Committee agenda on February 23, 2010, no recommendation was made.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Motion to approve the Conditional Use Permit at 611 Eagle Drive.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT
FOR AN ELECTRIC FENCE AT 611 EAGLE DRIVE, BENSENVILLE, ILLINOIS**

WHEREAS, Sentry Security Systems, LLC, applicant (hereinafter "Applicant"), filed an application on behalf of property owner AAA Cooper Transportation Inc. (hereinafter "Owner") seeking a conditional use permit to allow for the installation of an electric fence with a charge sufficient to cause a shock at the property commonly known as 611 Eagle Drive, Bensenville, Illinois and legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being maintained by the Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the requested conditional use permit was published on December 25, 2009, in the *Bensenville Press*, being a newspaper having general circulation within the Village of Bensenville (the "Village"), all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on January 11, 2010 as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, the Community Development Commission considered this matter and a vote of its members resulted in a determination to approve the application, and it forwarded its recommendations, including its findings of fact, to the Economic and Community Development Committee of the Village Board on January 19, 2010, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, the Economic & Community Development Committee did meet and consider the application and findings of fact as made by the Community Development Commission and

determined that it concurred with the Commission on its findings, and has forwarded its recommendation to approve said application to the President and Board of Trustees on February 9, 2010; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and based on the findings of fact as made by the Community Development Commission and the recommendation of its Economic and Community Development Committee, have determined that the granting of the relief requested is consistent with the Zoning Ordinance and the orderly and harmonious development of the Village.

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

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

SECTION TWO: That the Subject Property is currently zoned under the Zoning Ordinance as I-2 Light Industrial District.

SECTION THREE: That the Staff Report and Recommendation to approve the Conditional Use Permit sought in this application is attached to the recommendations of the Community Development Commission in Exhibit "C" and was adopted by the Community Development Commission as its finding of facts, and that said findings are adopted by the President and Board of Trustees, the Board of Trustees finding that said conditional use permit is proper and necessary.

SECTION FOUR: That, the conditional use permit sought by the applicant pursuant to Section 10-9-B-3 of the Zoning Code is hereby granted for use of an electric fence with a charge

sufficient to cause a shock, said fence to be constructed in conformance with the plan thereof as presented to the Community Development Commission.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 9th day of February, 2010.

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

Exhibit "A"

611 Eagle Drive - Bensenville:

LOT 17 (EXCEPT THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 17; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 17 DISTANCE OF 189.32 FEET TO THE POINT OF BEGINNING; THENCE IN THE SOUTHERLY DIRECTION, AT RIGHT ANGLES TO SAID NORTH LINE, A DISTANCE OF 33.00 FEET; THENCE IN A WESTERLY DIRECTION, PARALLEL TO SAID NORTH LINE, A DISTANCE OF 183.09 FEET TO THE EASTERLY LINE OF MAPLE LANE, SAID LINE BEING A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 65.00 FEET; THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE, AN ARC DISTANCE OF 34.61 FEET TO THE INTERSECTION OF SAID CURVE WITH THE NORTH LINE OF SAID LOT 17; THENCE IN AN EASTERLY DIRECTION ALONG SAID NORTH LINE; A DISTANCE OF 174.09 FEET TO THE POINT OF BEGINNING) IN O'HARE METROPOLITAN INDUSTRIAL DISTRICT - UNIT 2, A RESUBDIVISION OF PARTS OF LOTS 1, 2, 3, 8 AND 10 AND ALL OF LOT 9 IN HENRY D. FRANZEN'S DIVISION OF LAND IN SECTION 11, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID O'HARE METROPOLITAN INDUSTRIAL DISTRICT - UNIT 2 RECORDED SEPTEMBER 14, 1971 AS DOCUMENT R71- 46718, IN DUPAGE COUNTY, ILLINOIS.



Exhibit "B"

COMMUNITY DEVELOPMENT COMMISSION STAFF REPORT

HEARING DATE: January 11, 2010
CDC CASE #: 2010 - 02
PROPERTY: 611 Eagle Drive
PROPERTY OWNER: AAA Cooper
ACREAGE: 5.55 acres
PIN NUMBERS: 0311400019 and 0311400021
APPLICANT: Sentry Security Systems, LLC
REQUEST: Conditional Use Permit to allow a fence that contains an electric charge sufficient to cause shock.

SURROUNDING LAND USE:

	Zoning	Land Use	Jurisdiction
Site	I-2	Trucking Terminal	Village of Bensenville
North	I-2	Industrial Buildings	Village of Bensenville
South	I-1	Vacant Lot/Warehouse	Village of Bensenville
East	I-2	Warehouse	Village of Bensenville
West	I-2	Industrial Buildings	Village of Bensenville

SUMMARY: AAA Cooper is requesting an electric fence as they believe it will prevent thefts from their trucking terminal. The fencing option is seen as a more cost effective solution than other security measures such as guard dogs. The property in question is located in the midst of the northern industrial neighborhood, surrounded on all sides by other industrially zoned properties. Previously a variance to allow this type of fencing was reviewed by the Village. The CDC conducted Public Hearing on May 11, 2009. A motion to deny the request failed by a 2 – 3 vote. Then Village Board denied the variance request on their June 9, 2009 meeting on a 3 – 2 vote, but also instructed staff to work with the applicant to see if there were other alternatives.

As a result, a text amendment to allow such fences as Conditional Uses in various Zoning Districts was sought. This request is a follow – up to the Text Amendment petition.

STAFF COMMENTS:

The fence at the root of this request is in fact in place, albeit with the electricity “turned off”. Through a series of miscommunications etc the fence was erected. It is behind a non – electric fence that is designed to minimize any risk of inadvertent touching of the electric fence.

Bolingbrook and Rockford have authorized similar fences.

APPROVAL CRITERIA FOR CONDITIONAL USE:

The Community Development Commission shall not recommend approval of the Conditional Use Permit without determining that the request meets the following approval criteria and making certain findings of fact. Staff has reviewed the request and recommends the following Findings of Fact:

1. Traffic - There will be no increase in traffic flow, other than that caused by the existing businesses.
2. Environmental Nuisance – The “electric fence” should not cause any environmental nuisance.
3. Neighborhood Character – The property is located in an industrial area, the establishment of an “electric fence” should not have a detrimental effect on the character of the neighborhood.
4. Use of Public Services & Facilities – There are adequate facilities to serve the entire property.
5. Public Necessity – The perceived increase in safety enhances this business and the business climate of the community.

RECOMMENDATIONS:

Staff respectfully recommends approval of this Conditional Use Permit and the above findings of fact.

Respectfully Submitted
Community & Economic Development Department

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

MINUTES OF THE SPECIAL ECONOMIC & COMMUNITY DEVELOPMENT
COMMITTEE MEETING
February 23, 2010

CALL TO ORDER: Chairman Peconio called the meeting to order at 6:00 p.m.

PRESENT: Upon roll call by Deputy Village Clerk, Corey Williamsen, the following Board Members were present:

Chairman Peconio, Bartlett, Johnson, O'Connell

A quorum was present.

Staff Present: Trustee Adamowski, Village Clerk JoEllen Ridder, Kosman, Viger, Williamsen

611 Eagle
Drive:

Director of Community Development, Scott Viger, presented results from the Community Development Commissioners meeting held on January 11, 2010 in regards to an electric fence. The Commissioners voted five to two to approve a conditional use permit to allow an "electric fence" at 611 Eagle Drive. Staff recommends approval.

Motion: Trustee Johnson made a motion to table this item until a future meeting. Trustee Bartlett seconded the motion.

All were in favor.

Motion carried.

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

MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

January 11, 2010

CALL TO ORDER: The meeting was called to order at 7:30 PM

ROLL CALL : Upon roll call, the following Commissioners were present:
Markowski, Gibbs, Janowiak, Ramirez, Moruzzi, Ventura, Weldon
Absent: None
A quorum was present.

JOURNAL OF PROCEEDINGS:

The minutes of the Community Development Commission of December 14, 2009 were presented.

Motion: Commissioner Ramirez made a motion to approve the minutes as presented. Commissioner Ventura seconded the motion.

All were in favor.
Motion carried.

Public Hearing: CDC Case Number 2010-2
Petitioner: AAA Cooper
Location: 611 Eagle Drive
Request: Conditional Use Permit; "Electric Fence"

Cindy Vaughan of Sentry Security Systems, LLC and William Gazarek of AAA Cooper were both present and sworn in by Chairman Markowski. AAA Cooper applied for a variance to allow a electric fence in 2008. It was denied by the Village Board and staff was given the direction to work with AAA Cooper on an alternative. AAA Cooper currently has the fence up without the electric charge. AAA Cooper is seeking the Conditional Use Permit pending the Village Board actions on the text amendment to allow a electric fence

Chairman Markowski asked if there were any members of the audience that would like to give testimony. There were none.

Motion:

Commissioner Weldon made a motion to approve the Conditional Use Permit for an electric fence. Commissioner Moruzzi seconded the motion.

Roll Call:

Ayes: Ramirez, Janowiak, Moruzzi, Ventura, Weldon

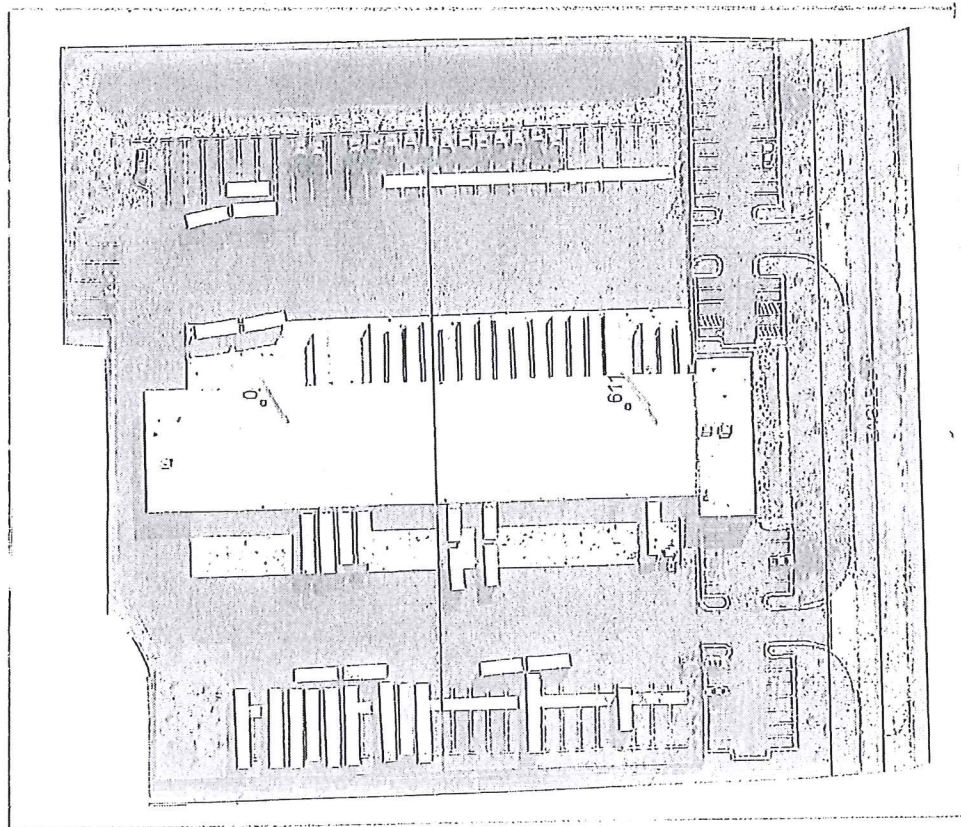
Nays: Markowski, Gibbs

Motion carried.

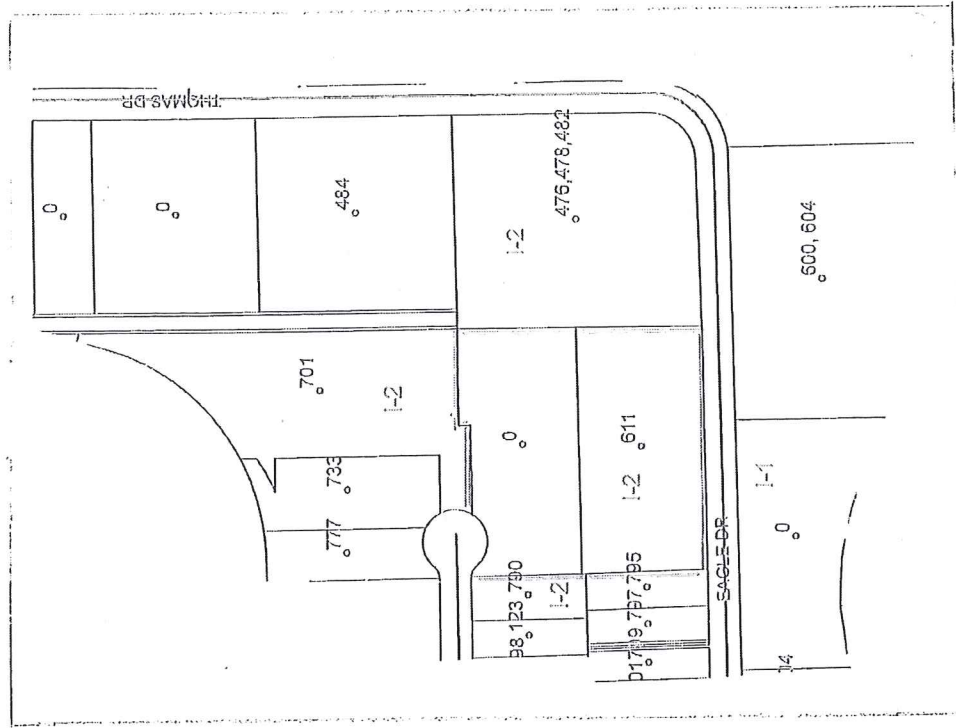
Chairman

Community Development Commission

AERIAL



ZONING



LEGAL NOTICE/PUBLIC NOTICE

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTE that on Monday, January 11, 2010 at 7:30 p.m., a Public Hearing for Case No. CDC 2010 - 02 will be held by the Village of Bensenville's Community Development Commission at the Village Hall, 12 S. Center Street, Bensenville, IL, 60106 to consider a request for a Conditional Use Permit to allow a fence that contains an electric charge sufficient to cause shock in an existing I -2 Light Industrial District at 611 Eagle Drive. (Municipal Code Section 10 - 9C - 3) The Legal Description is as follows:

LOT 17 (EXCEPT THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 17; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 17 DISTANCE OF 189.32 FEET TO THE POINT OF BEGINNING; THENCE IN THE SOUTHERLY DIRECTION, AT RIGHT ANGLES TO SAID NORTH LINE, A DISTANCE OF 33.00 FEET; THENCE IN A WESTERLY DIRECTION, PARALLEL TO SAID NORTH LINE, A DISTANCE OF 183.09 FEET TO THE EASTERLY LINE OF MAPLE LANE, SAID LINE BEING A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 65.00 FEET; THENCE IN A NORTHERLY DIRECTION ALONG SAID CURVE, AN ARC DISTANCE OF 34.61 FEET TO THE INTERSECTION OF SAID CURVE WITH THE NORTH LINE OF SAID LOT 17; THENCE IN AN EASTERLY DIRECTION ALONG SAID NORTH LINE; A DISTANCE OF 174.09 FEET TO THE POINT OF BEGINNING) IN O'HARE METROPOLITAN INDUSTRIAL DISTRICT - UNIT 2, A RESUBDIVISION OF PARTS OF LOTS 1, 2, 3, 8 AND 10 AND ALL OF LOT 9 IN HENRY D. FRANZEN'S DIVISION OF LAND IN SECTION 11, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID O'HARE METROPOLITAN INDUSTRIAL DISTRICT - UNIT 2 RECORDED SEPTEMBER 14, 1971 AS DOCUMENT R71- 46718, IN DUPAGE COUNTY, ILLINOIS.

The documents pertaining to this property may be examined by any interested parties in the office of the Community Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend and will be heard at the Public Hearing. Written comments will be accepted by the Community Development Department through January 11, 2010 until 5:00 p.m.

Office of the Village Clerk
Village of Bensenville

TO BE PUBLISHED IN THE BENSENVILLE PRESS,
DECEMBER 25, 2009

COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION FOR APPROVAL OF CONDITIONAL USE,
REZONING OR VARIANCE

Village of Bensenville Acct. # 2010-07

Development Name: _____ Date of Submission: 3-10-09

A. OWNER:

Name AAA COOPER
Corporation (if applicable)

611 EAGLE DRIVE
Street

BENSENVILLE IL 60106
City State Zip Code

Cindy Vaughan 919-740-5033
Contact Person Telephone Number

If Owner is a Land Trust, the names and addresses of the beneficiaries of the Trust.

B. APPLICANT:

Cindy Vaughan Sentry Security Systems, LLC
Name Corporation (if applicable)

7608 Fairfield Road
Street

Columbia SC 29203
City State Zip Code

Cindy Vaughan 919-740-5033
Contact Person Telephone Number *C. Vaughan, S. Acting Agent*

Authorized agent acting on behalf of AAA Cooper
Relationship of Applicant to subject property

C. ACTION REQUESTED (Check applicable):

_____ Rezoning from _____ to _____

X _____ Conditional Use for _____ a fence with an electric charge sufficient to cause shock

_____ Variance for _____
from _____ to _____

Any additional requests which are being processed with the rezoning, special use or variance (if requesting a preliminary/final planned unit development or subdivision plat use other form):

Is this development within the Village limits?

☒ Yes _____ No, requesting annexation

_____ Under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.

D. DEVELOPER'S STAFF:

Attorney: _____ Telephone Number: _____

Builder: _____ Telephone Number: _____

Developer: _____ Telephone Number: _____

Engineer: _____ Telephone Number: _____

E. PROJECT DATA:

1. Location: 611 EAGLE DRIVE, BENSENVILLE, IL 60106
2. Property Index Number(s) (PIN): 0311400019, 03-11-40-021
3. General description of the site: O'Hare Metropolitan Industrial, District Unit 2
South 247 feet, Lot 17 Township 40 North Range 11 East
4. Existing zoning and land use of the site: I-2
5. Acreage of the site: 2.9546 + 2.59 = 5.55 acres
6. Character of surrounding area:

	Zoning	Existing Land Use	Jurisdiction
North:	<u>I-2</u>	<u>Industrial</u>	<u>Village of Bensenville</u>
East:	<u>I-2</u>	<u>Industrial/Warehouse</u>	<u>"</u>
South:	<u>I-1</u>	<u>Vacant lot</u>	<u>"</u>
West:	<u>I-2</u>	<u>Industrial</u>	<u>"</u>

7. List any controlling agreements (annexation agreements, Village Ordinances, site plans): Prohibited Materials, 110-14 H.C. 8.5
Fences that contain an electric charge
sufficient to cause shock.
8. Response Letter. On a separate sheet of paper state why your request should be approved based on the applicable "Approval Criteria" as set forth in the attached Section 10-3-5 (Approval Criteria for zoning Map Amendment), Section 10-3-3-B (Approval Criteria for Variances) or Section 10-3-4-C (Approval Criteria for Conditional Uses).



COMMUNITY DEVELOPMENT COMMISSION STAFF REPORT

HEARING DATE: January 11, 2010
CDC CASE #: 2010 - 02
PROPERTY: 611 Eagle Drive
PROPERTY OWNER: AAA Cooper
ACREAGE: 5.55 acres
PIN NUMBERS: 0311400019 and 0311400021
APPLICANT: Sentry Security Systems, LLC
REQUEST: Conditional Use Permit to allow a fence that contains an electric charge sufficient to cause shock.

SURROUNDING LAND USE:

	Zoning	Land Use	Jurisdiction
Site	I-2	Trucking Terminal	Village of Bensenville
North	I-2	Industrial Buildings	Village of Bensenville
South	I-1	Vacant Lot/Warehouse	Village of Bensenville
East	I-2	Warehouse	Village of Bensenville
West	I-2	Industrial Buildings	Village of Bensenville

SUMMARY: AAA Cooper is requesting an electric fence as they believe it will prevent thefts from their trucking terminal. The fencing option is seen as a more cost effective solution than other security measures such as guard dogs. The property in question is located in the midst of the northern industrial neighborhood, surrounded on all sides by other industrially zoned properties. Previously a variance to allow this type of fencing was reviewed by the Village. The CDC conducted Public Hearing on May 11, 2009. A motion to deny the request failed by a 2 – 3 vote. Then Village Board denied the variance request on their June 9, 2009 meeting on a 3 – 2 vote, but also instructed staff to work with the applicant to see if there were other alternatives.

As a result, a text amendment to allow such fences as Conditional Uses in various Zoning Districts was sought. This request is a follow – up to the Text Amendment petition.

STAFF COMMENTS:

The fence at the root of this request is in fact in place, albeit with the electricity “turned off”. Through a series of miscommunications etc the fence was erected. It is behind a non

— electric fence that is designed to minimize any risk of inadvertent touching of the electric fence.

Bolingbrook and Rockford have authorized similar fences.

APPROVAL CRITERIA FOR CONDITIONAL USE:

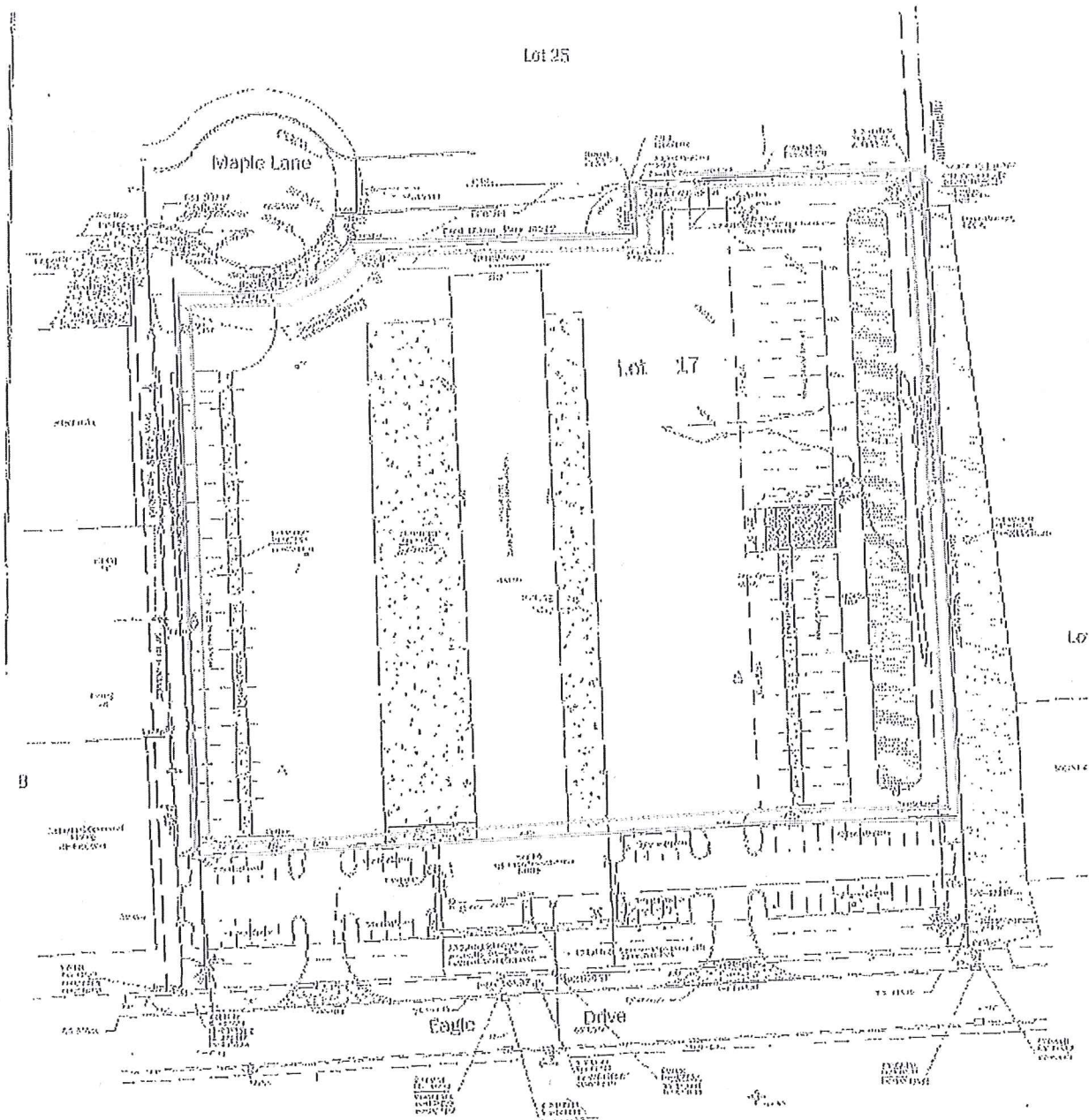
The Community Development Commission shall not recommend approval of the Conditional Use Permit without determining that the request meets the following approval criteria and making certain findings of fact. Staff has reviewed the request and recommends the following Findings of Fact:

1. Traffic - There will be no increase in traffic flow, other than that caused by the existing businesses.
2. Environmental Nuisance - The “electric fence” should not cause any environmental nuisance.
3. Neighborhood Character - The property is located in an industrial area, the establishment of an “electric fence” should not have a detrimental effect on the character of the neighborhood.
4. Use of Public Services & Facilities - There are adequate facilities to serve the entire property.
5. Public Necessity - The perceived increase in safety enhances this business and the business climate of the community.

RECOMMENDATIONS:

Staff respectfully recommends approval of this Conditional Use Permit and the above findings of fact.

Respectfully Submitted
Community & Economic Development Department



PLAN - SITE LAYOUT
Scale 1" = 50'

Perimeter Fence
Security System

TYPE: Resolution and Ordinance **SUBMITTED BY:** F. Kosman **DATE:** 04/07/10

DESCRIPTION: Ordinance Regulating Overweight and/or Overdimension Vehicles and a Resolution Authorizing a Professional Services Agreement to Administer the Permit Process

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **Passed 5-0**

DATE: **09-15-09**

BACKGROUND

Although sometimes necessary to facilitate commerce, overweight and overdimension vehicles are safety concerns and cause an inordinate amount of damage to the roadway infrastructure. Therefore, state statute allows municipalities to regulate overweight and/or overdimension vehicles on local roads through a permit process. Along with improving safety, the permit process provides a mechanism for municipalities to recoup some of the financial costs of maintaining roads that these trucks damage.

KEY ISSUES:

Truck enforcement and the granting of permits require a high degree of technical knowledge and expertise. Although, the police department has Officer Marks who has this knowledge and expertise, he is not always available. Gary Johnston, a retired truck enforcement officer from the Lombard, has started a firm that performs this service. It is the only firm of its kind that staff has found. He currently satisfactorily performs this service for Hinsdale. His firm will administer the permit process for 18% of the permit fees. The Village Attorney has reviewed and approved the attached draft Ordinance authorizing the permits. At the time of this memo, the Village Attorney is reviewing the draft professional services agreement.

ALTERNATIVES:

1. Approve an Ordinance to authorize the permits.
2. Approve a Resolution to retain Gary Johnston to administer the permit process.
3. Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the Ordinance and Resolution. The ordinance will provide improved public safety and recoup the expense that overweight vehicles cause to the Village owned roads. The service agreement will insure the proper and continued implementation of the program.

BUDGET IMPACT: It will be a positive net income source.

ACTION REQUIRED: Motions to approve a new Ordinance establishing the Permit Process and a Resolution authorizing the Village Manager to negotiate and execute a professional services agreement with Gary Johnston.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING TITLE 5, CHAPTER 3, SECTION 10 OF THE BENSENVILLE VILLAGE CODE TO PROVIDE FOR THE REGULATION OF THE SIZE, WEIGHT AND LOAD OF VEHICLES MOVING ON VILLAGE HIGHWAYS AND TO AUTHORIZE THE VILLAGE TO ISSUE SPECIAL PERMITS FOR VEHICLES MOVING ON VILLAGE HIGHWAYS EXCEEDING THE SIZE, WEIGHT AND LOAD RESTRICTIONS AS PROVIDED IN THE ILLINOIS VEHICLE CODE

WHEREAS, the Village of Bensenville (hereinafter the "Village") is a duly organized and existing Illinois municipality pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the Illinois Vehicle Code, 625 ILCS 5/15-101 *et. seq.*, authorizes the Village to regulate the size, weight and load of vehicles moving on, upon or across any highway within the jurisdiction of the Village consistent with the Illinois Vehicle Code; and

WHEREAS, the President and Board of Trustees find that it is in the best interest of the citizens of the Village to regulate the size, weight and load of vehicles moving on, upon or across any highway within the jurisdiction of the Village because oversized, overweight and improperly loaded vehicles may pose a threat to the safety of Village citizens and to the integrity of highways and bridges located in the Village if not regulated by the Village pursuant to the authority granted by the Illinois Vehicle Code; and

WHEREAS, the President and Board of Trustees find that it is in the best interest of the citizens of the Village to issue Special Permits allowing for the movement of oversized and overweight vehicles on, upon or across designated highway routes within the jurisdiction of the Village upon a determination that such vehicles do not pose a threat

to the safety of Village citizens and to the integrity of highways and bridges located in the Village; and

WHEREAS, the President and Board of Trustees find it necessary and desirable to amend the Village Code to provide for the regulation of the size, weight and load of vehicles moving on, upon or across any highway within the jurisdiction of the Village and to provide for the issuance of Special Permits allowing for the movement of oversized and overweight vehicles on, upon or across designated highway routes within the jurisdiction of the Village upon a determination that such vehicles do not pose a threat to the safety of Village citizens and to the integrity of highways and bridges located in the Village.

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

SECTION ONE: That the recitals set forth above are incorporated herein and made a part hereof by reference.

SECTION TWO: That Title 5, Chapter 3, Section 10 of the BENSENVILLE VILLAGE CODE be established hereby as follows:

5-3-10: SIZE, WEIGHT AND LOAD OF VEHICLES

A. Authority: The Illinois Vehicle Code, 625 ILCS 5/15-101, authorizes the Village to regulate the size, weight and load of vehicles moving on, upon or across any highway within the jurisdiction of the Village consistent with the Illinois Vehicle Code except as express authority may be granted by the Illinois Vehicle Code.

B. Scope: This Section shall only apply to vehicles moving on, upon or across any highway within the jurisdiction of the Village.

C. Definitions: The provisions of this Section shall be governed by the definitions set forth in the applicable provisions of the Illinois Vehicle Code.

D. Size, Weight and Load:

- (1) It is unlawful for any person to drive or move on, upon or across or for the owner to cause or knowingly permit to be driven or moved on, upon or across any highway within the jurisdiction of the Village any vehicle or vehicles of a size and weight exceeding the limitations stated in this Section without a Village Special Permit, and the maximum size and weight of vehicles herein specified shall be lawful throughout the Village.
- (2) The Illinois Vehicle Code, 625 ILCS 5/15-102 through 5/15-116, as amended from time to time setting forth the maximum limits of vehicle size, weight and load and applicable violations and penalties shall govern the maximum limits of vehicle size, weight and load of vehicles moving on, upon or across any highway within the jurisdiction of the Village together with all applicable violations and penalties.

E. Exempt Vehicles: The provisions of this Section governing size, weight and load do not apply to:

- (1) Fire apparatus or equipment for snow and ice removal operations owned or operated by any governmental body.
- (2) Highway construction, transportation, utility and maintenance equipment owned or controlled by the Village.
- (3) Implements of husbandry, as defined in the Illinois Vehicle Code temporarily operated or towed in a combination upon a highway provided such combination does not consist of more than 3 vehicles or, in the case of hauling fresh, perishable fruits or vegetables from farm to the point of first processing, not more than 3 wagons being towed by an implement of husbandry.
- (4) A vehicle operated under the terms of a Village Special Permit issued hereunder.
- (5) Any snow and ice removal equipment that is no more than 12 feet in width, if the equipment displays flags at least 18 inches square mounted on the driver's side of the snow plow. These vehicles must be equipped with an illuminated rotating, oscillating, or flashing amber light or lights with 360 degrees of visibility, or a

flashing amber strobe light or lights, mounted on the top of the cab and of sufficient intensity to be visible at 500 feet in normal sunlight. If the load on the transport vehicle blocks the visibility of the amber lighting from the rear of the vehicle, the vehicle must also be equipped with an illuminated rotating, oscillating, or flashing amber light or lights, or a flashing amber strobe light or lights, mounted on the rear of the load and of sufficient intensity to be visible at 500 feet in normal sunlight.

F. Enforcement: The Village of Bensenville Police Department is directed to institute and maintain a program designed to prevent the use of Village highways by vehicles which exceed the maximum weights allowed by this Section.

G. Special Permit:

- (1) The Village or its designee with respect to highways under its jurisdiction may, in its discretion, upon application and good cause being shown, issue a Special Permit authorizing the applicant to operate or move a vehicle or combination of vehicles of a size, weight or load exceeding the maximum limits specified in this Section upon any Village highway and for the maintenance of which the Village is responsible.
- (2) The Village or its designee shall only issue Special Permits to the company or individual making the movement.
- (3) The Village Special Permit is non-transferable and applies only to the permittee.
- (4) Except for an application to move directly across a highway, it shall be the duty of the applicant to establish in the application that the load to be moved by such vehicle or combination is composed of a single nondivisible object that cannot reasonably be dismantled or disassembled.
- (5) For the purpose of over length movements, more than one object may be carried side by side as long as the height, width, and weight laws are not exceeded and the cause for the over length is not due to multiple objects.
- (6) For the purpose of over height movements, more than one object may be carried as long as the cause for the over height is not due to multiple objects and the length, width, and weight laws are not exceeded.

- (7) For the purpose of an over width movement, more than one object may be carried as long as the cause for the over width is not due to multiple objects and length, height, and weight laws are not exceeded.
- (8) The Village or its designee shall not authorize the issuance of excess size or weight permits for vehicles and loads that are divisible and that can be carried, when divided, within the existing size or weight maximums specified in this Section.
- (9) The Village or its designee shall not authorize the issuance of excess size or weight permits for vehicles and loads upon a determination that movement of such vehicles upon Village highways will likely result in undue damage to Village highways or bridges or when the movement constitutes an undue threat to the safety of persons within the Village.
- (10) Any excess size or weight permit issued in violation of the provisions of this Section shall be void at issue and any movement made thereunder shall not be authorized under the terms of the void permit.
- (11) In any prosecution for a violation of this Section, when the authorization of an excess size or weight permit is at issue, it is the burden of the defendant to establish that the permit was valid because the load to be moved could not reasonably be dismantled or disassembled, or was otherwise nondivisible.

H. Special Permit Application:

- (1) The Village or its designee shall only consider written applications for a Village Special Permit in the form it prescribes that is signed by an authorized representative of the business entity or individual making the movement.
- (2) Applications for a Village Special Permit shall be obtained from the Village of Bensenville Police Department or other designated representative and shall be submitted to the Bensenville Police Department or other designated representative for consideration and approval.
- (3) The application for a Village Special Permit shall state:
 - (a) name, address and phone number of the applicant and the applicant's business, name, address and phone number; and

- (b) whether such permit is requested for a single trip or for limited continuous operation; and
 - (c) if the applicant is an authorized carrier under the Illinois Motor Carrier of Property Law, if so, his certificate, registration or permit number issued by the Illinois Commerce Commission; and
 - (d) the description and identity of the vehicle or vehicles and load to be operated or moved except that for vehicles or vehicle combinations registered with the Illinois Department of Transportation as provided in the Illinois Vehicle Code Section 15-319, only the Illinois Department of Transportation's (IDOT) registration number or classification need be given; and
 - (e) the vehicle's permit number as provided by the Illinois Department of Transportation; and
 - (f) the vehicle's and/or trailer's registration number, state and year; and
 - (g) the routing requested including the points of origin and destination, and may identify and include a request for routing to the nearest certified scale in accordance with the Illinois Department of Transportation's rules and regulations; and
 - (h) if the vehicles or loads are being transported for hire.
- (4) The Village may issue revisions to Special Permits to:
- (a) correct an error attributable to the Village; or
 - (b) correct an error attributed to the applicant, discovered before the move; or
 - (c) adjust weights, dimension, routes, times or dates as issued on the Special Permit before the move is made.
- (5) No permits for the movement of a vehicle or load for hire shall be issued to any applicant who is required under the Illinois Motor Carrier of Property Law to have a certificate, registration or permit and does not have such certificate, registration or permit.
- (6) The Village may, when not inconsistent with traffic safety, as a condition of issuance of a Special Permit:

- (a) prescribe the route or routes to be traveled;
 - (b) limit the number of trips;
 - (c) establish seasonal or other time limitations within which the vehicles described may be operated on the highways indicated;
 - (d) limit or prescribe conditions of operations of such vehicle or vehicles, when necessary to assure against undue damage to the road foundations, surfaces or structures;
 - (e) require a Police escort should circumstances warrant;
 - (f) require such undertaking or other security as may be deemed necessary to compensate for any injury to any roadway or road structure.
- (7) The Village shall maintain a daily record of each permit issued along with the fee and the stipulated dimensions, weights, conditions and restrictions authorized and this record shall be presumed correct in any case of questions or dispute.
- (8) As an exception to subsection H of this Section, the Village, with respect to highways under its jurisdiction, in its discretion and upon application in writing may issue a Special Permit for limited continuous operation, authorizing the applicant to move loads of agricultural commodities on a 2 axle single vehicle registered by the Secretary of State with axle loads not to exceed 35%, on a 3 or 4 axle vehicle registered by the Secretary of State with axle loads not to exceed 20%, and on a 5 axle vehicle registered by the Secretary of State not to exceed 10% above those provided in the Illinois Vehicle Code Section 15-111. The total gross weight of the vehicle, however, may not exceed the maximum gross weight of the registration class of the vehicle allowed under the Illinois Vehicle Code Section 3-815 or 3-818 as amended from time to time.

I. Special Permit Issuance; Conditions; Violations And Penalties:

- (1) Every Special Permit shall be in written form and carried in the vehicle or combination of vehicles to which it refers and shall be open to inspection by any Village police or enforcement officer or authorized agent of the Village granting the permit and no person shall violate any of the terms or conditions of such Special Permit.

- (2) Violation of the terms and conditions of the Special Permit shall not be deemed a revocation of the permit; however, any vehicle and load found to be off the route prescribed in the Special Permit shall be held to be operating without a permit.
- (3) Any off route vehicle and load shall be required to obtain a new permit or permits, as necessary, to authorize the movement back onto the original permit routing.
- (4) Nothing provided in this Section shall be construed to authorize any Village police officer or authorized agent of the Village to remove the Special Permit from the possession of the permittee unless the permittee is charged with a fraudulent permit violation as provided in this subsection of this Section and the Illinois Vehicle Code. However, upon arrest for an offense of violation of a Special Permit, operating without a Special Permit when the vehicle is off route, or any size or weight offense under this Section when the permittee plans to raise the issuance of the Special Permit as a defense, the permittee, or his agent, must produce the Special Permit at any court hearing concerning the alleged offense.
- (5) If the permit designates and includes a routing to a certified scale, the permittee, while enroute to the designated scale, shall be deemed in compliance with the weight provisions of the permit provided the axle or gross weights do not exceed any of the permitted limits by more than the following amounts:

Single axle
2000 pounds

Tandem axle
3000 pounds

Gross
5000 pounds

- (6) When escort vehicles are required, they shall meet the following requirements:
 - (a) All operators shall be 18 years of age or over and properly licensed to operate the vehicle.
 - (b) Vehicles escorting oversized loads more than 12-feet wide must be equipped with a rotating or flashing amber light

mounted on top as specified under the Illinois Vehicle Code Section 12-215.

- (7) Violation of any rule, limitation or condition or provision of any Special Permit issued in accordance with the provisions of this Section shall not render the entire permit null and void but the violator shall be deemed guilty of violation of the Special Permit and guilty of exceeding any size, weight or load limitations in excess of those authorized by the Special Permit.
- (8) The prescribed route or routes on the Special Permit are not mere rules, limitations, conditions, or provisions of the Special Permit, but are also the sole extent of the authorization granted by the Special Permit. If a vehicle and load are found to be off the route or routes prescribed by any Special Permit authorizing movement, the vehicle and load are operating without a Special Permit. Any off route movement shall be subject to the size and weight maximums, under the applicable provisions of this Section.
- (9) Whenever any vehicle is operated or movement made under a fraudulent Special Permit it shall be void, and the person, firm, or corporation to whom such permit was granted, the driver of such vehicle in addition to the person who issued such permit and any accessory, shall be guilty of fraud and either one or all persons may be prosecuted for such violation. Any person, firm, or corporation committing such violation shall be guilty of a Class 4 felony and the Village shall not issue Special Permits to the person, firm or corporation convicted of such violation for a period of one year after the date of conviction. Penalties for violations of this Section shall be in addition to any applicable penalties as provide in the Illinois Vehicle Code as amended from time to time.
- (10) Whenever any vehicle is operated or movement made in violation of a Special Permit issued in accordance with this Section, the person to whom such permit was granted, or the driver of such vehicle, is guilty of such violation and either, but not both, persons may be prosecuted for such violation. Any person, firm or corporation convicted of such violation shall be guilty of a petty offense and shall be fined for the first offense, not less than \$50 nor more than \$200 and, for the second offense by the same person, firm or corporation within a period of one year, not less than \$200 nor more than \$300 and, for the third offense by the same person, firm or corporation within a period of one year after the date of the first offense, not less than \$300 nor more than \$500 and the Village shall not issue Special Permits to the person, firm

or corporation convicted of a third offense during a period of one year after the date of conviction for such third offense.

- (11) Notwithstanding any other provision of this Section, the Village, with respect to highways under its jurisdiction, may at its discretion authorize the movement of a vehicle in violation of any size or weight requirement, or both, that would not ordinarily be eligible for a Special Permit, when there is a showing of extreme necessity that the vehicle and load should be moved without unnecessary delay. For the purpose of this subsection, showing of extreme necessity shall be limited to the following: shipments of livestock, hazardous materials, liquid concrete being hauled in a mobile cement mixer, or hot asphalt.

J. Special Permit For A Tow Truck: The Village, with respect to highways under its jurisdiction, in its discretion and upon application in writing, may issue a Special Permit for continuous limited operation, authorizing the applicant to operate a tow-truck that exceeds the weight limits as provided for in subsection (d) of Section 15-111 of the Illinois Vehicle Code as amended from time to time.

K. Special Permit For A Vehicle Transferring Raw Milk: The Village, with respect to highways under its jurisdiction, in its discretion and upon application in writing, may issue a Special Permit for continuous limited operation, authorizing the applicant to transport raw milk that exceeds the weight limits provided for in subsections (b) and (f) of Section 15-111 of the Illinois Vehicle Code as amended from time to time.

L. Special Permit Fees: The Village with respect to highways under its jurisdiction shall collect a fee from the applicant for the issuance of a Special Permit to operate or move a vehicle or combination of vehicles or load at rates specified in the Illinois Vehicle Code Sections 15-302 through 15-313 as amended from time to time including:

- (1) Transmission fees;
- (2) Fees for house trailer combinations, or a unit carrying roof or floor trusses;
- (3) Fees for legal weight but overdimension vehicles, combinations, and loads, other than house trailer combinations;
- (4) Fees for Overweight-Axle Loads;
- (5) Fees for Overweight-Gross Loads;

- (6) Fees for overweight trucks hauling agricultural commodities;
- (7) Fees for moving oversize or overweight equipment to the site of rail derailments;
- (8) Fees for special permits for tow-trucks;
- (9) Fees for special permits to transport raw milk;
- (10) Fees for moves directly across highway;
- (11) Fees for buildings and special moves;
- (12) Fees for Engineering Inspections or Field Investigations;
- (13) Fees for Police Escort;
- (14) Supplemental Special Permit fee.

M. Payment of Fees:

- (1) The Village shall prescribe the time and method of payment of all appropriate fees authorized by this Section.
- (2) The Village may, at its discretion, establish credit accounts with billing to be made at intervals not exceeding one month.
- (3) Failure to pay invoices in full within a period of 30 days after the billing date shall be sufficient cause for the Village to withhold issuance of any further permits or credit to the individual, company, or subsidiary firm.
- (4) The Village is authorized to charge a service fee of \$3 for a check returned for any reason. All money received by the Village under the provisions of this Section shall be deposited in the Road Fund. No refund shall be made to applicant following issuance of a permit if move is not completed.

N. Liability Concerning Highway Or Structure Damaged:

- (1) Any person driving any vehicle, object or contrivance upon any highway or highway structure is liable for all damage which the highway or structure may sustain as a result of any illegal operation, driving or moving of such vehicle, object or contrivance, or as a result of operating, driving, or moving any vehicle, object, or contrivance exceeding the maximum dimensions

or weighing in excess of the maximum weight specified in this Section but authorized by a Special Permit issued as provided in this Section.

(2) The measure of liability is the cost of repairing a facility partially damaged or the depreciated replacement cost of a facility damaged beyond repair together with all other expenses incurred by the Village in providing a temporary detour, including a temporary structure, to serve the needs of traffic during the period of repair or replacement of the damaged highway or highway structure.

(3) Whenever such driver is not the owner of such vehicle, object, or contrivance, but is so operating, driving, or moving the same with the express or implied permission of such owner, then the owner and driver are jointly and severally liable to the extent provided in this Section.

(4) Recovery may be had in a civil action brought by the Village.

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

SECTION FOUR: That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 13th day of April, 2010.

APPROVED:

Frank Soto, Village President

ATTEST:

Jo Ellen Ridder, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES
AGREEMENT WITH GARY JOHNSTON**

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

That the Village Manager is authorized to execute the attached Professional Services Agreement with Gary Johnston, for his services as an administrator for the overweight and/or overdimension vehicle permit process as per the Village's Overweight and/or Overdimension Vehicle Permit Ordinance.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 13th day of April, 2010.

APPROVED:

Frank Soto
Village President

ATTEST

JoEllen Ridder
Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2010, between the Village of Bensenville, an Illinois municipal corporation with offices at 12 South Center Street, Bensenville, Illinois 60106 (hereinafter referred to as the "Village"), and Gary Johnston, with offices at 2N 420 Colt Drive, Elburn, Illinois 60119 (hereinafter referred to as the "Consultant").

RECITALS

WHEREAS, the Village intends to have its permit applications for oversized trucks, including overweight, overwidth and overlength trucks, reviewed and administered utilizing the services of the Consultant in accordance with this Agreement and the applicable Village's Code authorizing the issuance of special permits for vehicles moving on village highways exceeding the size, weight and load restrictions.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1 - Services of the Consultant

1.1. The Consultant shall perform professional services in accordance with the Village's code. Consultant shall review, approve or disapprove and administer the Village's permit applications for overweight trucks. Consultant shall provide all the necessary equipment to receive, approve or disapprove and return the permit applications to the Village. In addition, the Consultant shall provide 24-hour technical support to any person from the Village requiring assistance with the enforcement of the Village's overweight truck ordinance and Village Code provisions and applicable state and federal law.

1.2. The Consultant shall not have any public or private interest and shall not acquire directly or indirectly any such interest which conflicts in any manner with the performance of its services under this Agreement.

1.3. The Consultant shall employ only persons duly licensed by the State of Illinois to perform the professional services required under this Agreement for which applicable Illinois law requires a license, subject to prior approval of the Village. The Consultant shall employ only well qualified persons to perform any of the remaining services required under this Agreement, also subject to prior approval of the Village.

1.4. The Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements now in force or which may be in force during the term of this Agreement.

1.5. The Consultant shall obtain prior approval from the Village prior to subcontracting with any entity or person to perform any of the work required under this Agreement. The Consultant shall submit to the Village a draft subconsultant agreement for Village review and approval prior to the execution of such an agreement. If the Consultant

subcontracts any of the services to be performed under this Agreement, the subconsultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the Village's prior written consent. The Consultant shall be responsible for the accuracy and quality of any subconsultant's work.

1.6. The Consultant shall cooperate fully with the Village, other Village consultants, other municipalities and local government officials, state officials, public utility companies and others as may be directed by the Village. This shall include attendance at meetings, discussions and hearings as requested by the Village.

1.7. The Consultant shall submit a monthly progress report to the Village each month this Agreement is in force, which shall include a summary of permits reviewed, granted, permit fees paid, a summary of the Consultant's project activities, and any subconsultant Project activities that have taken place during the previous month. Consultant shall also submit to the Village an annual progress report concerning the Project.

1.8. The Consultant shall maintain current records of each application as required by the Village Code and any applicable Village ordinances and regulations and state and federal law.

1.9. The Consultant shall submit monthly invoices to the Village for Consultant's services and for payment pursuant to Section 5.1.

1.10. The Consultant shall develop a form for the Village's use for permit applications for oversized trucks, including overweight, overwidth and overlength trucks.

1.11. All permit application fees that are determined to be due and owing by the Consultant pursuant to the Consultant's review of the permit applications shall be paid directly to the Village. The Village shall issue all invoices for any permit application fees that are determined to be due and owing.

SECTION 2 - Additional Services

2.1. If the representative of the Village responsible for the Project verbally requests the Consultant to perform additional services, the Consultant shall confirm in writing that the services have been requested and that such services are additional services. Failure of the Village to respond to the Consultant's confirmation of said services within thirty (30) calendar days of receipt of the notice shall be deemed rejection of, and refusal to pay for the Additional Services. If authorized in writing by the Village, the Consultant shall furnish, or obtain from others, additional services of the following types, which shall be paid for by the Village as set forth in Section 5 of this Agreement:

- a. Additional Services in connection with the Project, including services normally furnished by the Village, and services not otherwise provided for in this Agreement;

b. Preparing to serve or serving as an expert witness for the Village in any litigation or other proceeding involving the Project; and

c. Additional services and costs necessitated by out-of-town travel required of the Consultant.

2.2. The Village may, upon written notice, and without invalidating this Agreement, require changes resulting in the revision or abandonment of work already performed by the Consultant, or require other elements of the work not originally contemplated and for which full compensation is not provided in any portion of this Agreement.

SECTION 3 - The Village's Responsibilities

3.1. The Village shall provide full information as required by the Consultant for the Project, including permit applications and any and all other documents necessary for Consultant to perform the services required pursuant to this Agreement.

3.2. The Village shall provide such legal, accounting and insurance counseling services as may be required by the Village for the Project.

3.3. The Village shall designate in writing a person to act as the Village's Project Representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Village's policies and decisions with respect to the work covered by this Agreement.

3.4. The Village shall furnish or direct the Consultant to provide, at the Village's expense, necessary additional services pursuant to Section 2 of this Agreement, or other services as required.

3.5. The Village shall evaluate the Consultant's and any subconsultant's performance. Timeliness in meeting the schedule set forth in Village's code and the overall relationship with the Consultant are factors that will be considered in the Consultant's performance rating. An unfavorable performance rating shall be a factor when future assignments are being considered.

SECTION 4 - Period of Service

4.1. This Agreement shall be in effect for a period of one (1) year from the effective date as defined herein. The Village shall determine when the Consultant has completed any work required pursuant to this Agreement.

4.2. The terms of this Agreement may be extended for additional periods of time, as agreed to in writing by the parties, duly executed as an amendment to this Agreement pursuant to the terms of Section 13.

SECTION 5 - Payment For Services and Reimbursements

5.1. The Consultant shall receive 18% of each permit application fee reviewed and either approved or disapproved by the Consultant as Consultant's sole fee for the services to be provided herein. The Village shall make payments to the Consultant on a monthly basis pursuant to invoices submitted by the Consultant upon approval of said invoices by the Village. The Village shall pay invoices within thirty (30) days of receipt of said invoices.

5.2. In the event of termination by the Village of this Agreement pursuant to Section 6.1 after completion of any services under this Agreement, fees due the Consultant for services rendered through the date of said termination shall constitute final payment for such services, and no further fees shall be due to the Consultant.

SECTION 6 - Termination

6.1. This Agreement may be terminated at any time upon thirty (30) days written notice by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. In addition, the Village shall have the right to terminate this Agreement upon thirty (30) days written notice for any reason. Mailing of such notice shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

6.2. If this Agreement is terminated due to the Village's substantial failure to perform, the Consultant shall be paid up to the date of termination as provided in Section 5, subject to set-off for any damages, losses or claims against the Village resulting from or relating to Consultant's performance under this Agreement. This Agreement is subject to termination by either party if either party is restrained by state or federal law of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations through the date of termination.

6.3. If because of death or any other occurrence, including, but not limited to, Consultant becoming insolvent, it becomes impossible for any principal or principals of the Consultant to render the services set forth in this Agreement, neither the Consultant, nor its surviving principals shall be relieved of their obligations to complete the services under this Agreement. However, in such an occurrence, the Village at its own option may terminate this Agreement if it is not furnished evidence that competent services can still be furnished as scheduled.

SECTION 7 - Insurance

7.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement automobile insurance for Consultant's personal vehicles used in the performance of any services pursuant to this Agreement. Consultant's automobile policy limits and coverage shall be subject to the review and approval of the Village.

SECTION 8 - Indemnification

8.1. The Consultant shall indemnify and hold harmless and defend the Village, its officers, employees, and its agents from any and all claims, suits, actions, costs, and fees, including attorney fees, of every nature or description arising from, growing out of, or connected with the performance of this Agreement, or because of any act or omission, neglect, or misconduct of the Consultant, its employees and agents, or its subconsultant(s).

8.2. Nothing contained herein shall be construed as prohibiting the Village, its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expense incurred in the defense of any such claims, actions, or suits.

SECTION 9 - Required Documents

9.1. Any drawings, survey data, reports, studies, specifications, estimates, maps, computations, and other documents required to be prepared by the Consultant for the Project shall be the property of the Village. Subject to the disclosure requirements of the Illinois Freedom of Information Act, any drawings and other documents prepared by the Consultant for the Project shall not be used on other projects without the prior written approval of the Consultant.

9.2. The Consultant and any subconsultant shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

SECTION 10 - Successors and Assigns

10.1. The Village and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of the Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Consultant.

SECTION 11 - Force Majeure

11.1. Neither the Village nor the Consultant shall be liable for any delay or failure in performance of any part of this Agreement if due to a cause beyond its control and without its fault or negligence including, without limitation: (1) acts of nature; (2) acts or failure to act on the part of any governmental authority other than the Village or Consultant, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; (3) acts of war; (3) acts of civil or military authority; (4) embargoes; (5) work stoppages, strikes, lockouts, or labor disputes; (6) public disorders, civil violence or disobedience; (7) riots, blockages, sabotage, insurrection or rebellion; (8) epidemics; (9) terrorist acts; (10) fires or explosions; (11) nuclear accidents; (12) earthquakes, floods, hurricanes, tornadoes, or other similar calamities; (13) major environmental disturbances; or (14) vandalism.

SECTION 12 - Amendments and Modifications

12.1. Except as otherwise provided herein, the nature and scope of services specified in this Agreement may only be modified by written amendment to this Agreement, approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modifications shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

SECTION 13 - Standard of Care

13.1. The Consultant shall perform all of the provisions of this Agreement to the satisfaction of the Village. The Consultant shall perform all of the provisions of this Agreement with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Village shall base its determination of the Consultant's fulfillment of the scope of the work in accordance with accepted professional consulting standards.

13.2. The Consultant shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of the Consultant's professional services shall not relieve the Consultant of its responsibility to subsequently correct any such errors or omissions.

13.3. The Consultant shall respond to the Village's notice of any errors and/or omissions in Consultant's performance of the Project within 24 hours.

13.4. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

SECTION 14 - Savings Clause

14.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 15 - Captions and Paragraph Headings

15.1. Captions and paragraphs headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

SECTION 16 - Non-Waiver of Rights

16.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

SECTION 17 - Entire Agreement

17.1. This Agreement sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

SECTION 18 - Governing Law

18.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action arising out of or due to this Agreement shall be in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

18.2. Unless otherwise explicitly provided in this Agreement, any reference to laws shall include such laws as they may be amended or modified from time to time.

SECTION 19 - Notice

19.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

Village Manager
Village of Bensenville
12 South Center Street
Bensenville, Illinois 60521

Gary Johnston
2N 420 Colt Drive
Elburn, Illinois 60119

19.2. Mailing of such notice as and when provided above shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

SECTION 20 - Severability

20.1. Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.

SECTION 21 - Effective Date of Agreement

21.1. This Agreement shall be signed last by the Village Manager and the Village Clerk. The Village Clerk shall affix the date on which they sign this Agreement on Page 1 hereof which date shall be the effective date of this Agreement.

22.2. Time is of the essence under this Agreement. Except where otherwise stated, references in this Agreement to days shall be construed to refer to calendar days.

SECTION 22 - Counterparts

22.1. For convenience, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

SECTION 23 - No Third Party Beneficiaries

23.1. There are no third party beneficiaries under this Agreement. Nothing herein shall be construed to create or give any rights or benefits hereunder to anyone other than the Village and the Consultant.

SECTION 24 - Authorizations

24.1. The Consultant's authorized representative(s) who has executed this Agreement warrants that he have been lawfully authorized to execute this Agreement on the Consultant's behalf. The Village Manager and Village Clerk warrant that they have been lawfully authorized to execute this Agreement. The Consultant and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

SECTION 25 – Independent Contractor

25.1. The Consultant is and shall remain for all purposes an independent contractor, and any officers, employees, agents or subconsultants shall not be deemed employees of the Village, nor shall they be entitled to any separate payment of salary, wages or any employee benefits available to employees of the Village.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

VILLAGE OF HINSDALE

CONSULTANT

By: Michael Cassady
Its: Village Manager

By:
Its:

ATTEST

ATTEST

By: Jo Ellen Ridder
Is: Village Clerk

By:
Its:

TYPE: Labor Contract **SUBMITTED BY:** G. Ferguson **DATE** 04.13.10

DESCRIPTION: Wage Re-opener with Police Sergeant's Unit, Teamsters Local 714 Law Enforcement- Labor Contract

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

BACKGROUND The Village has a contract with the Teamsters Local 714 Law Enforcement Division (Sergeants' Unit) which has a term of May 1, 2009 to April 30, 2012. The contract called for a 3% increase the first year with a wage reopener for the second and third year. Having met with the union they agreed to a 3% increase and to delay that increase until Dec. 1, 2010. Plus one additional floating holiday to be used this year before Dec 1st.

KEY ISSUES:

The Village has met with AFSCME and is starting negotiations with the MAP (Police Officers) Union to delay any raises until Dec 1, 2010. Non – union personnel will not receive any pay adjustments until Dec. 1, 2010. Total savings will be over \$100,000.

ALTERNATIVES:

The Village has no other alternatives in an effort to achieve a balanced budget.

RECOMMENDATION:

The Village Manger and Human Resource Director recommend we accept this contract.

BUDGET IMPACT:

\$100,000 savings all departments.

ACTION REQUIRED:

Approval of the attached Contract.

VILLAGE OF BENSENVILLE

AND

**TEAMSTERS LOCAL NO. 714 LAW ENFORCEMENT DIVISION
(SERGEANTS' UNIT)**

EFFECTIVE

MAY 1, 2009 TO APRIL 30, 2012

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ARTICLE I

PREAMBLE AND RECOGNITION AND DUES DEDUCTION AND FAIR SHARE

Section 1.1 Preamble and Recognition

It is recognized that the interests of providing quality Police protection and other public safety services, including an enhanced public safety program, the Village of Bensenville will best be served by establishing procedures to provide an orderly method for the Village Board and sergeants employed by the Bensenville Police Department to discuss and resolve matters of salary, economic fringe benefits, and related working conditions. The Village of Bensenville ("Village Board") therefore recognizes Teamsters Local No. 714 Law Enforcement Division (hereinafter referred to as the "Union"), as certified by the Illinois Labor Relations Board, as the sole and exclusive bargaining representative for all full-time sworn peace officers in the rank of sergeant ("officers" or "employees"), excluding all other employees, including but not limited to, all sworn peace officers above or below the rank of sergeant, any employee holding the position of Police Chief or Deputy Police Chief, all part-time or temporary employees, any employees excluded from the definition of "peace officer" as defined in subsection 1603(k) of the Illinois Public Labor Relations Act (as it existed on November 10, 2000), all civilian employees, all non-Police Department employees, and all other managerial, supervisory, confidential, professional and short-term employees as defined by the Act (as it existed on November 10, 2000). This Agreement is made by and between the Village and the Union for and on behalf of all full-time sworn sergeants employed by the Village and sets forth the parties' complete agreement on wages, hours, economic fringe benefits and other terms and conditions of employment upon execution of this Agreement through April 30, 2012.

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Section 1.2 Dues Checkoff

With respect to any police officer from whom the Employer receives individual written authorization, signed by the officer, in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the officer the dues and initiation fee required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union.

The Union agrees to give the Village at least thirty (30) days' notice in writing of any change in the amount of the regular dues to be deducted. The Union further agrees that it will not submit written notification of a change in the amount of the regular dues to be deducted more than once within any twelve (12) month period of time.

Section 1.3 Fair Share

Officers under job classifications listed in Article 1, Section 1, are not required to join the Union as a condition of employment but each such employee shall, during the term of this Agreement, pay a service fee in an amount not to exceed eighty-five percent (85%) of the Union dues for one (1) Union employee per month for the purpose of administering the provisions of this

Agreement. The Union shall certify such amount and otherwise comply with 5 ILCS 315/1, *et seq.*, in regard to this.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Board and the payment shall be made to said organization.

Section 1.4 Indemnification.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suit or other forms of liability that may arise out of or reason of any action taken by the Employer for the purpose of complying with any provisions of this Article. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved police officer.

ARTICLE II

HOURS OF WORK AND OVERTIME

Section 2.1 Application of Article.

Nothing in this Article or Agreement shall be construed as a guarantee of hours of work per shift, per week, per work cycle, or any other period.

Section 2.2 Court Time.

Employees who would otherwise be off-duty shall be paid at the overtime rate of time and one-half (1-1/2) their regular straight-time hourly rate of pay for all hours worked when appearing in court on behalf of the Village in the capacity of a commissioned officer or when preparing for an off-duty court appearance when in the presence of a prosecuting attorney; off-duty lunch periods shall not be counted toward hours worked. Employees will be paid overtime rates for a minimum of two (2) hours for all off-duty court time worked outside regularly scheduled hours in a single day or actual time spent, whichever is greater, unless the time extends to his regular work shift.

Section 2.3 Call-Back Pay.

An employee called back to work after having left work shall receive a minimum of two (2) hours work at overtime rates, unless the time extends to his regular work shift or unless the individual is called back to rectify his own error which needs to be corrected before the officer's next regularly scheduled shift.

Section 2.4 Court Standby Pay.

Sworn personnel, required by notice or order of the Police Department, shall receive 1.5 hours pay, if off-duty, for court standby. If the officer goes to court, then Section 2.2 shall control his rate of pay and this Section shall not be applicable.

Section 2.5 Comp Time.

Sworn personnel may accrue comp time up to forty (40) hours in a fiscal year. This shall be a rolling total which may be used and replenished in accordance with Police Department Policy each year but shall not exceed a total of forty (40) hours at any one time. If the employee's accrued comp time would cause the bank to exceed forty (40) hours, the overtime would be paid in cash.

Deleted: Sworn personnel may accrue comp time up to sixty-four (64) hours in a fiscal year. Each employee may carry over accrued compensatory time to the following year, up to a maximum of twenty (20) hours.

Comp time is defined as overtime at a pay rate of 1.5 times the regular rate.

Compensatory time shall be taken at such times as are established or agreed to by the Chief of Police or his designee. This scheduling of compensatory time off is subject to the operating needs of the Department and will not be granted where it would leave the Department with insufficient manpower on duty. Subject to the foregoing, permission to use compensatory time shall not be unreasonably denied.

Deleted: Employees may take comp time at the option of the Chief or designee with advance notice of at least twenty-four (24) hours.

Section 2.6 Definition of Overtime.

Each Sergeant covered by this Agreement shall be paid in cash or comp time as applicable at one and one-half (1½) times their straight time hourly rate of pay for all hours worked in excess of one hundred sixty (160) hours in the employee's twenty-eight (28) day work cycle. Overtime pay shall be received in fifteen (15) minute segments as provided for by the Fair Labor Standards Act. For any employee to be eligible for overtime pay or comp time, the additional time worked must be authorized in advance by the Police Chief or his designee. Paid time off will not count as hours worked for purposes of overtime eligibility with the following exceptions:

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- (a) An eligible employee's use of approved vacation;
- (b) Paid sick leave;
- (c) Personal leave;
- (d) Compensatory time; and
- (e) Observance of a paid holiday.

Deleted: It is understood that Sergeants are management employees, and as such may be compelled to work beyond eight (8) hours to complete paperwork, appear in public on behalf of the Department, and represent the Department in the performance of their duties. This additional time is part of the job performance and is to be uncompensated. The Police Chief or designee shall be responsible for the administration of this Section.

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Section 2.7 No Pyramiding.

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

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ARTICLE III

SICK LEAVE

Section 3.1 Notification.

Notification of absence due to sickness shall be given to the Police Communication Center as soon as possible on the first day of such absence, but no later than one hour before the start of the employee's work shift. Failure to properly report an illness shall be considered as absence without pay and may subject the employee to discipline, as well.

Section 3.2 Medical Examination.

The Village may require a doctor's slip attesting to an illness immediately upon the employee's return from such leave. The Village may, where there is reason to suspect abuse or for an absence of three (3) work days or more, require an employee seeking to utilize sick leave to submit a doctor's certification of the illness and/or to submit at any time during such leave to an examination by a doctor or nurse designated by the Village. Examinations administered by a physician or nurse selected by the Village shall be paid for by the Village to the extent not covered by insurance.

Section 3.3 Purpose.

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. Unfortunately, sick leave abuse sometimes occurs. The parties agree that sick leave abuse is a very serious offense which may result in discipline (up to and including termination).

Section 3.4 Allowance.

Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay.

Section 3.5 Days Earned in Accumulation.

Employees shall be allowed one (1) day of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for more than eighty (80) hours of work. Sick leave cannot be taken before it is actually earned.

Section 3.6 Rate of Payment.

Employees shall be paid eight (8) hours at their regular, straight-time hourly rate of pay for each single day of sick leave properly utilized.

Section 3.7 Sick Leave Utilization.

Sick leave shall be used in no less an increment than one-half (1/2) day.

An employee cannot accumulate more than sixty (60) sick leave days. An employee who has accumulated more than thirty-six (36) sick leave days may be paid, upon written request, for any sick leave days in excess of thirty-six (36), at a rate equal to one-half of the employee's regular daily wage rate at the time the request is made. Requested payment for accumulated sick leave days shall be made in the first pay period in the December following the request.

Upon retirement or resignation after five (5) years of employment, an employee shall receive full pay for the first thirty-six (36) days of accumulated sick leave, and one-half pay for any additional accumulated sick leave days, up to a maximum of sixty (60) sick leave days.

The Village Manager may allow accrued vacation time to be applied toward a continuing absence due to serious and prolonged illness, after an employee has used all of his available sick leave.

The Police Chief or designee may approve an employee's absence for personal reasons unrelated to illness as sick leave to be applied against accrued sick leave days, but in no event more than two (2) such days in each calendar year.

ARTICLE IV

ADDITIONAL LEAVES OF ABSENCE

Section 4.1 Military Leave.

Military leave shall be granted in accordance with applicable law.

Section 4.2 Bereavement Leave.

In the event of death in the immediate family (defined as the employee's legal spouse, children, stepchildren, adopted children, parents, parents of spouse and stepparents, brothers and sisters of employee and spouse or grandparents and grandchildren of employee and spouse) an employee shall be granted up to three (3) consecutive workdays as bereavement leave. Leave beyond such three (3) days may, upon approval of the Village Manager or his designee, be taken if charged to the employee's sick leave or vacation leave accrual account, if any.

Section 4.3 Leave for Illness or Injury.

(a) In the event an employee is unable to work by reason of illness or injury, and after the employee has exhausted all accrued sick leave and vacation, the Village may grant a leave of absence without pay for up to one (1) year. During such a leave, seniority shall not accrue for so long as the employee is unable to work, except that for a work related injury compensable under workers' compensation, an employee shall accrue seniority pursuant to statute.

(b) To qualify for such leave, the employee must report the illness or injury as soon as the illness or injury is known, and thereafter furnish to the Village Manager or his designee a physician's written statement showing the nature of the illness or injury and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, unless bedridden, the employee shall personally appear at the Employer's premises and furnish a current report from the attending doctor at the end of every twenty-one (21) calendar days.

(c) Before returning from leave of absence for injury or illness, or during such leave, the employee at the discretion of the Village may be required to have a physical examination by a doctor designated and paid for by the Village to determine the employee's capacity to perform work assigned. An unpaid leave of absence for illness or non-job related injury will under no circumstances be granted until an employee's entire accrued sick leave and vacation leave is first exhausted.

Section 4.4 Benefits While On Leave.

(a) Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon return, the Village will place the employee in his or her previous assignment.

(b) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off pursuant to statute, he shall go directly on layoff.

(c) During an approved unpaid leave of absence of more than ninety (90) calendar days or during a layoff under this Agreement, the employee shall be entitled to coverage under applicable group health and life insurance plans to the extent permitted under such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

Section 4.5 Non-Employment Elsewhere.

Employees, while on leave, shall not accept employment elsewhere without express written approval of the Police Chief or designee.

Section 4.6 Pregnancy Leave.

In the event an employee is unable to work by reason of pregnancy, and after the employee has exhausted all accrued vacation, floating holidays, comp time and half of sick time, the Village can grant an unpaid leave terminating three (3) months following the termination of the pregnancy.

ARTICLE V

VACATIONS

Section 5.1 Eligibility and Allowances.

Full-time employees shall be eligible for paid vacation time after the completion of one year of service with the Employer. Vacation allowances shall be accrued each anniversary year, based on the following schedule:

Working days

<u>Length of Continuous Service</u>	<u>Vacation Per Year</u>
After completion of one (1) year	10 working days
After completion of five (5) years	15 working days
After completion of fifteen (15) years	20 working days
After completion of twenty-five (25) years	25 working days

The term "working days" as used in this vacation schedule shall mean a full-time employee's regular working day, not to exceed eight (8) hours. Ordinarily, vacation time taken during a given anniversary year shall be the vacation allowance earned during the preceding anniversary year. Exceptions to this policy may be granted in writing by the Village Manager.

Full-time employees shall earn vacation allowances for any month in which they receive compensation for more than one hundred twenty (120) hours of work.

Section 5.2 Vacation Pay.

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. Employees who submit a written request at least fifteen (15) days in advance of the start of their vacation will receive, on the last day of work prior to the start of their vacation, their next regularly scheduled paycheck which would normally be paid on a day falling within their scheduled vacation; this provision shall not apply, however, to vacations of less than five (5) consecutive workdays.

Section 5.3 Scheduling and Accrual.

Employees shall be awarded vacation time by the Village in accordance with its service needs and the employee's seniority, pursuant to Department policy.

Section 5.4 Cancellation of Vacation.

Should an emergency arise at the time of vacations, any or all employee vacations may be cancelled provided that the employees' services are needed.

Section 5.5 **Vacation Rights in Case of Layoff or Separation.**

Any employee who is laid off for more than five (5) working days, or who retires or voluntarily quits prior to taking his vacation, shall be compensated in cash for the unused vacation he has properly accumulated but not used at the time of separation, provided the employee gives at least two (2) weeks notice in the event of retirement or resignation. Payment shall be made within thirty (30) days of separation from active employment.

Section 5.6 **Seniority Definition.**

For purposes of this Agreement, seniority shall be defined as an employee's length of continuous full-time service with the Village, excluding temporary service, since his last date of hire less any deductions due to layoff, leave of absence(s) without pay or other non-paid breaks in service.

If more than one person is hired on the same day, seniority preference will be established by final eligibility test score as posted on the official eligibility list by the Fire and Police Commission.

ARTICLE VI

HOLIDAYS

Section 6.1 **Holidays Defined.**

The following are paid holidays for eligible employees:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve (1/2 day)
Christmas Day
New Year's Eve (1/2 day)

Additionally, with the approval of the Police Chief or designee, employees may choose two (2) floating holidays per year. The two (2) floating holidays shall accrue at the start of the calendar year.

Section 6.2 **Eligibility Requirements.**

Employees on unpaid leave of absence, including workers' compensation, on the days before and after a holiday, shall not be eligible for holiday pay.

Section 6.3 **Holiday Pay.**

Sergeants assigned administrative functions and Detective Sergeants, receive the holiday off in lieu of holiday pay. Patrol Division Sergeants receive an additional eight (8) hours pay, whether or not they work.

ARTICLE VII

INSURANCE

Section 7.1 **Insurance Coverage.**

The Village shall continue to make available to full-time employees and their dependents group health and hospitalization insurance coverage and benefits. Further, the Village shall offer full-time employees the option of coverage under a Health Maintenance Organization (HMO) selected by the Village which offers substantially similar health and hospitalization coverage and benefits as provided under the group insurance plan.

Section 7.2 **Cost.**

The Village will pay eighty-five (85%) percent of the cost of the premiums for full-time employees' individual health and hospitalization insurance. For dependent group health and hospitalization insurance, the Village will pay eighty-five (85%) percent of the cost of premiums. The aforementioned contributions are based on the cost of the insurance option utilized by the employee. The deductible for the Village's indemnity plan shall be \$300 for single coverage and \$600 for family coverage.

Section 7.3 **Cost Containment.**

The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, preferred provider option, and mandatory out-patient elective surgery for certain designated surgical procedures. Employees will be given advance notice of any such cost containment measures before they are instituted.

Section 7.4 **Life Insurance.**

The Village shall provide to full-time employees, at no cost to the employee, life insurance coverage equal to twice the employee's annual base salary.

Section 7.5 **Right to Change Insurance Carriers.**

The Village retains the right to select and change insurance carriers for employee insurance or otherwise provide for coverage as long as the level of benefits remains relatively equal. Before making any changes in deductibles, co-payments or any changes in benefits beyond the limitation set forth above, the Village must first negotiate with the Committee.

Section 7.6 Dental Insurance.

The Village shall make available to full-time employees and their dependents dental insurance coverage. The Village will pay 100% of the cost of premium for full-time employees individual dental premium. Employees electing family dental coverage will pay 100% of the premium above the individual rate. The Village retains the right to select and change insurance carriers and institute cost containment measures. Employees will be given advanced notice of any such cost containment measures before they are instituted.

Section 7.7 Terms of Insurance Policies to Govern.

The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions or disputes concerning said insurance policies or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Village, employee or beneficiary of any employee.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 8.1 Definition.

A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Union against the Village that there has been an alleged violation, misinterpretation or misapplication of an express provision of this Agreement, except that any dispute concerning a matter or issue subject to the jurisdiction of the Bensenville Board of Fire and Police Commission shall not be considered a grievance under this Agreement.

Section 8.2 Procedure.

If the Union or an Officer covered by this Agreement has a grievance concerning the interpretation or application of the express terms of this Agreement, the grievance shall be processed as follows:

Step 1: Written to Police Chief or designee.

If the Union or an officer has a grievance, it shall be submitted in writing to the Police Chief or designee within seven (7) calendar days after the first event giving rise to the grievance. A meeting between the Police Chief or designee and the Officer or the Union representative will be held at a mutually agreeable time. If no settlement is reached at such meeting, the Police Chief or designee shall provide a written response within seven (7) days of the meeting.

Step 2: Appeal to Public Safety Director.

If the grievance is not settled at Step 1, the Union or the Officer may submit a written appeal to the Public Safety Director within seven (7) days after receipt of the Step 1 answer or within seven (7) days of when the answer in Step 1 was due. A meeting between the Public Safety Director, or the Public Safety Director's designee, and the Officer and the Union representative will be held at a mutually agreeable time. If no settlement is reached at such meeting, the Public Safety Director, or the Public Safety Director's designee, shall provide a written response within ten (10) days of the meeting.

Step 3: Appeal to Village Manager.

If the grievance is not settled at Step 2, the Union or the Officer may submit a written appeal to the Village Manager within seven (7) days after receipt of the Step 2 answer or within seven (7) days of when the answer in Step 2 was due. A meeting between the Village Manager, or the Village Manager's designee, and the Officer and the Union will be held at a mutually agreeable time. If no settlement is reached at such meeting, the Village Manager, or the Village Manager's designee, shall provide a written response within ten (10) days of the meeting.

Step 4: If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, within fourteen (14) calendar days of receipt of the Employer's written answer as provided to the Union at Step 3 or within fourteen (14) calendar days of when the Employer's answer in Step 3 was due. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are all members of the National Academy of Arbitrators and who reside in Illinois. Any fee for requesting such panel shall be paid by the party requesting arbitration. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The Employer and the Union shall alternately strike names from the panel, with the party requesting arbitration striking first. The person remaining shall be the arbitrator.

No grievance shall be entertained or processed unless it is filed within the time limits set forth above. If a grievance is not appealed within the time limits set forth above, it shall be considered settled on the basis of the last answer provided by the Village. If the Village fails to provide an answer within the time limits set forth above, the grievance may be appealed to the next step. The parties may mutually agree in writing to extend any time limits set forth in this Article.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 Outside Employment.

An employee shall not undertake, contract for or accept anything of value in return for services, nor shall he otherwise be self-employed for remuneration, nor shall he be employed for remuneration by employers other than the Village, except with the approval of the Chief of

Police or designee. Any person who wants such approval must make written application to the Chief of Police or designee; approval may be granted only when it appears that such activity will not interfere with the performance of Village duties, impair the usefulness of the employee, or conflict with the mission, goals or objectives of the Village. The Chief of Police or designee must respond to an application within a reasonable time. Once granted, permission for such outside activity may be revoked by the Chief of Police or designee where it appears to the Chief of Police or designee that such activity interferes with the performance of Village duties, impairs the usefulness of the employee, or conflicts with the mission, goals or objectives of the Village. The Chief of Police or designee must state in writing to the employee his specific reasons for a denial or revocation of permission for outside employment.

Section 9.2 Application of Agreement to MEG Unit and Other Special Assignment Employees.

Notwithstanding anything to the contrary in this Agreement, officers who are assigned to the Metropolitan Enforcement Group ("MEG") or to any other governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directives may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of this Agreement. Without in any way limiting the generality of the foregoing, the practices, policies, procedures and directives of MEG applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article III of this Agreement. Wages, insurance or other direct economic benefits shall continue to be governed by the terms of this Agreement.

Section 9.3 Job Related Training and Education Programs.

When a full-time employee is enrolled in an accredited university, college or adult education program and the course and/or degree program being undertaken is related to his duties with the Village, the following tuition reimbursement plan shall apply when prior written approval for such reimbursement has been received from the Police Chief or designee and the Village Manager. Such approval may be refused at the Manager's discretion.

The Village, upon receiving a payment receipt consistent with the requirements of this Section, shall reimburse the employee at the rate of one hundred percent (100%) with a grade of "C" or above, or pass in pass-fail courses. There shall be no reimbursement for grades below "C."

Fees, mileage, lodging and other incidental expenses will not be reimbursed; only tuition and books are subject to reimbursement. The Village will not provide reimbursement if other sources (such as scholarships, grants, etc.) have or will provide for reimbursement. The Village will base its reimbursement on the current tuition costs for an equivalent course offered at an area public university or college designated by the Village. Any employee who receives tuition reimbursement from the Village must remain employed by the Village for a period of one (1) year after the date of reimbursement or will be required to pay the Village for the tuition

reimbursement; such payments may be deducted from final paychecks or other monies owed to the employee by the Village.

Section 9.4 Uniform Allowance.

Sergeants shall receive a uniform allowance of \$500.00 based on a quartermaster system. The uniform allowance also may be used for the purchase of any items contained on the list attached as Appendix B, as it may be changed from time to time, provided:

1. The Police Chief or his designee determines that an employee's clothing or equipment is damaged beyond repair through causes other than negligence of the employee; or
2. The Police Chief or his designee determines that an employee's clothing or equipment is worn and in need of replacement because of ordinary wear and tear; or
3. The Police Chief or his designee specifies new or additional items of uniform clothing and personal equipment.

In order to accommodate the purchase and replacement of expensive uniform items, as approved by the department, the employee may accumulate unused amounts (up to 1/2 of the annual uniform allowance) to which he or she is entitled from year to year.

Non-uniformed sworn personnel shall receive a clothing allowance of \$700.00 per fiscal year payable in two equal installments in May and November.

The Village shall pay for all uniform items and equipment required or issued in connection with Firefighter and EMT training and duties.

Section 9.5 Body Armor

The Village agrees to provide each covered employee with body armor (vest) and to replace the same as recommended by the manufacturer.

Section 9.6 Drug Testing.

The Police Chief or his designee may require an employee to submit immediately to a urine and/or blood test where there is reasonable, individualized suspicion of improper drug or alcohol use. This includes, but is not limited to, direct observation, indirect observation, symptoms of drug or alcohol use, information pertaining to an employee's use of drugs or alcohol or any other means of reasonable individualized suspicion. Upon request, the Village shall provide an employee who is ordered to submit to any such test with a written statement of the basis for the Village's reasonable suspicion within seventy-two (72) hours of when the test is administered. The Village may also engage in random testing to the extent permitted by law. Employees may be randomly tested no more than two (2) times per calendar year unless otherwise specified by this Agreement. The Village also reserves the right to require a drug/alcohol test of all applicants seeking to be transferred into the bargaining unit.

The Village shall use laboratories which are certified by the State of Illinois pursuant to the Illinois Clinical Laboratory Act or that meet the accreditation requirements of the National Institute of Drug Abuse (NIDA) to perform drug and/or alcohol testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. Prior to the test, employees shall identify any prescription drugs which they may have taken recently, and the approximate time and dosage taken. Any positive test results which are attributable to prescription drugs taken in accordance with a physician's prescription and instructions shall not be used in any manner adverse to the employee. The passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the employee may tamper with the testing procedure. If the first test results in a positive finding, a GC/MS (gas chromatography mass spectrometry) confirmatory test shall be conducted. An initial positive screening test shall not be submitted to the Village; only GC/MS confirmatory test results will be reported to the Village. If the Village, contrary to the foregoing, receives the results of a positive first test which is not confirmed as provided above, such information shall not be used in any manner adverse to the employee. Within two (2) days of receipt, the Village shall provide an employee with a copy of any test results which the Village received with respect to such employee. The Village shall be liable for the costs of any tests conducted at the Village's direction.

Test results will be confidential and use of these results shall be only for purposes established by this contract or for other lawful purposes. A portion of the test sample, if positive, shall be retained by the laboratory for six (6) months so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory certified by the State of Illinois pursuant to the Illinois Clinical Laboratory Act or that meets the accreditation requirements of the National Institute of Drug Abuse (NIDA) to perform drug and/or alcohol testing of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the Village, the Village shall not be responsible for monitoring the proper chain of custody for said portion of the tested sample.

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

	<u>Initial Test Level</u>
Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below.

	<u>Confirmatory Test Level</u>
Marijuana metabolites*	15 ng/ml
Cocaine metabolites**	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml

Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml
* Delta-9-tetrahydrocannabinol-9-carboxylic acid	
** Benzoyllecgonine	

Any tests for other prescription or illegal drugs shall use the screening test cut-off levels and the confirmatory GC/MS test cut-off levels for such drugs established by the testing laboratory selected by the Village in accordance with NIDA standards, if any.

The use, sale, possession, purchase or delivery of illegal drugs at any time (on or off the job) while employed by the Village (except as required in the line of duty), abuse of prescribed drugs, failure to report to supervisors any known adverse side effects of medication or prescription drugs that the employee may be taking, consumption or possession of alcohol while on duty (except as required in the line of duty), or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of more than .05%) shall be cause for discipline, including termination. (NOTE: The foregoing standard shall not preclude the Village from attempting to show that test results below .05% (blood alcohol level) demonstrate that the employee was or would be unable to properly perform his or her job duties, but the Village shall bear the burden of proof in such cases.) The Village recognizes there may be situations in which an employee tests positive for illegal drugs or alcohol, but disciplinary action would not be in the interest of the employee or the Village and instead the employee may be placed on rehabilitation in these situations.

Voluntary requests for assistance with drug and/or alcohol problems (i.e., where no test has previously been given pursuant to the foregoing provisions) shall be held strictly confidential. An employee voluntarily seeking assistance shall not be disciplined (except for failure to fulfill obligations under an employee assistance/treatment program), but may be subject to random testing during and for one (1) year following successful completion of an employee assistance/treatment program. The Village's obligation to pay for treatment for alcohol/substance abuse shall be limited to services provided by the Village's medical insurance plan in which the employee is enrolled. An employee will be allowed to use all accrued sick leave, vacation and compensatory time off while attending a treatment program, and will be granted an unpaid leave of absence to complete such program after exhausting such paid time off. All matters concerning discipline and discharge are governed by the rules of the Board of Fire and Police Commissioners.

Section 9.7 Fitness Examinations.

If there is any question concerning an employee's fitness for duty, the Police Chief or designee may require, at the Village's expense, that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the Village. The Village may also require all employees to take a complete exam once a year. This exam will be paid for by the Village. Also, the employee may obtain a second opinion from the physician of his choice at the Village's expense. If the second opinion is different from the first physician's, then a third opinion shall be obtained from a physician of mutual choice by the Village and employee.

The third opinion will be paid for by the Village. If two-thirds of the physicians determine that an employee is not fit to perform his assigned duty, the employee shall be eligible to return to sick leave, worker's compensation leave or to go on an unpaid leave of absence or retire as applicable under the circumstances. The exam shall be conducted no later than 14 days from the date of notice.

Section 9.8 Disability Pension

Should any member of the bargaining unit be disabled as a result of the performance of his/her duties as a Public Safety Officer, he/she shall be entitled to police pension benefits pursuant to Illinois statute.

ARTICLE X

WAGES

Section 10.1 Base Wages.

Base wages are set forth on Wage Schedule attached to this Agreement on Appendix A. Effective May 1, 2010, the Village and Union will reopen negotiations on wages only to determine what, if any, wage increase would be effective for 2010 and 2011.

Section 10.2 Administration of Wage Schedule.

Officers shall start at Step 1 of the pay plan upon the effective date of their promotion. Subject to satisfactory performance as provided in the Paragraph below, officers shall advance one step (from Step 1 to 2, 2 to 3 and 3 to 4) on May 1 provided the sergeant has been at their current step for at least six (6) full months prior to May 1.

The Village reserves the right to freeze an officer's pay and/or step placement for unsatisfactory performance and not grant a general wage increase or an automatic step increase. In April of each year, the Chief of Police (or a Deputy Chief acting in his or her stead) shall review all Sergeants performance and discipline records and determine if any Sergeant should be frozen at his current pay and/or step. In the event a Sergeant is frozen at his current pay and/or step, his performance and discipline will be reviewed semi-annually by the Chief of Police (or a Deputy Chief acting in his or her stead) to determine if the freeze will remain in effect. Unsatisfactory performance would fall into one of the three following categories:

1. Repeated discipline violations which in the judgment of the Chief of Police or designee cannot be corrected by suspension or re-instruction.
2. Substandard work performance which, in the judgment of the Chief of Police or designee, cannot be corrected by suspension or re-instruction.
3. A leave of absence of six (6) calendar months or more (except for a leave due to a duty-related injury or illness) shall result in a wage freeze at the individual's current pay or step, provided, however, that such freeze shall be lifted and general

wage and/or step increases shall be granted prospectively upon an officer's return to active duty for at least one (1) month or more.

The Village will not exercise its authority under this Section to freeze an officer's pay and/or step for arbitrary or capricious reasons, and any dispute regarding the Village's decision-making in this regard may be grieved under Article VIII, and, if unresolved at Step 1, 2 or 3, arbitrated under an arbitrary and capricious standard of review.

ARTICLE XI

NO STRIKE-NO LOCKOUT

Section 11.1 No Strike.

Neither the Committee nor any officers, agents or employees will authorize, instigate, promote, sponsor, aid, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, sitdown, stoppage of work, concerted refusal to perform overtime, mass resignation, mass absenteeism, picketing or any other intentional interruption of the operations of the Village, regardless of the reason for so doing. Any violation of this Section shall be just cause for discipline, up to and including discharge. The failure to impose a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 11.2 No Lockout.

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Committee, so long as there is no violation of Section 11.1, No Strike.

ARTICLE XII

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to determine the Village's mission, objectives, policies and budget and to determine and set all standards of service offered to the public; to supervise and direct employees and their activities as related to the conduct of Village affairs; to schedule and assign work; to assign or to transfer employees within the Village; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to layoff or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to contract out for goods and services; to make and enforce reasonable rules and regulations; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency conditions as may be declared by the President of the Board of Trustees or the Village Manager, which actions may include the suspension of the provisions of this Agreement provided that wage rates and

Deleted: <#>Longevity.¶
During the second pay period of November 2006, which commences November 17, 2006, any employee who has completed ten (10) years of service is eligible for and shall participate in an employee longevity program on a one-time basis. This program will be effective for this one (1) pay period during the month of November 2006. During this one (1) pay period, the Village agrees to raise the salary of the eligible employee by five percent (5%).¶
In the month of July 2007, any employee who has completed ten (10) years of credible service as defined in the Illinois Pension Code is eligible for and shall participate in an employee longevity program on a one-time basis. This program will be effective for two (2) pay periods during the month of July 2007. During these two (2) pay periods, the Village agrees to raise the salary of the eligible employee by five percent (5%).¶

monetary benefits shall not be suspended and providing that all provisions of this Agreement shall be immediately reinstated once a civil emergency condition ceases to exist.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

The parties recognize that the Police and Fire Commission of the Village of Bensenville has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Police and Fire Commission.

ARTICLE XIII

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency, or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect. In such event, the Village and the Committee agree to promptly begin negotiations on a substitute for the invalidated article, section, or portion thereof.

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the Village by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

ARTICLE XIV

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in the Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and

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opportunity are set forth in this Agreement. Therefore, the Village and the Committee, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. It is understood that the Village may exercise its management rights consistent with Article XII of this Agreement.

ARTICLE XV

TERMINATION

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2012. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no less than sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and effect during the period of negotiations and until termination of this Agreement after proper notice is provided in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 2009.

TEAMSTERS LOCAL #714,
LAW ENFORCEMENT DIVISION:

For the VILLAGE OF BENSENVILLE

William Logan
Business Representative

Deleted: This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in the Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Committee, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement, or with respect to the effects upon employees of the Village's exercise of its rights under the Agreement, even though such subjects or matters or effects may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is agreed that the Village may unilaterally exercise any management rights consistent with Article XIII even though the exercise of such rights may involve subjects or matters not referred to or covered in this Agreement.

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APPENDIX A
WAGE SCHEDULE

Note: The schedule below reflects a 3% basic increase 5/1/09.

Step	Level			May 1, 2009
1	Sergeant			\$78,320
2	Sergeant			\$81,114
3	Sergeant			\$84,331
4	Sergeant			\$87,553

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5/1/07 and a 3% basic increase 5/1/08

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APPENDIX B
UNIFORM ITEMS

Furnished at time of Initial Employment:

- 2 badges
- 1 hat shield
- 2 nameplates
- 1 hat band
- 1 metal ticket book holder
- 1 radio strap
- 1 radio holder
- 1 portable radio battery
- 1 station key
- 1 tie bar
- 1 wallet badge and badge wallet
- 4 long sleeve uniform shirts
- 4 short sleeve uniform shirts
- 4 uniform pants
- 2 ties
- 1 pair shoes or boots
- 1 uniform hat
- 1 winter hat
- 1 raincoat and hat cover
- 1 uniform jacket
- 1 garrison belt

Items able to be purchased with uniform allowance after one year of employment:

- All above listed equipment
- Metal clip board
- Basket weave leather goods*
- Nightstick/PR24*
- Black turtleneck
- Knife (folding type)
- Handcuffs*
- Uniform sweater
- Bullet proof vest cover
- Black gloves
- Flashlight

* Required items which may only be replaced with uniform allowance