



VILLAGE OF BENSENVILLE

Village Board

President
Frank Soto

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 27, 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

April 13, 2010 – Board of Trustees

April 20, 2010 – Special Board of Trustees

- VI. WARRANT – April 27, 2010 #10/26- \$ 1,423,944.47

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

1. *Resolution Authorizing a 8-month Contract Extension for Biosolids Processing from Synagro*
2. *Resolution Authorizing a 8-month Contract Extension with United Water for Wastewater Collection, Storm Water Pumping , and Wastewater Treatment Services*
3. *Resolution Authorizing a 8-month Contract Extension with First Transit for Dial-A-Bus Transportation Services*
4. *Resolution for Engineering Proposal for 2010 Water Main Replacement and Street Resurfacing Improvements with Baxter & Woodman Consulting Engineers*
5. *Resolution for Engineering Proposal for David Drive Storm Sewer Replacement with Baxter & Woodman Consulting Engineers*
6. *Resolution Requesting the Execution of a Contract with the Chiefs Hockey Organization*
7. *Ordinance Approving an Amendment to Village Code, Title Six; Health and Sanitation*

8. *Ordinance Authorizing the Sale or Disposal of Personal Property Deemed No Longer Necessary or Useful to the Village of Bensenville*
9. *Resolution Approving an Amendment to the Agreement with Tyler Technologies, Inc. for Provision of Software and Maintenance*
10. *Ordinance Amending Certain Sections of Title 5, Chapter 4 of the Bensenville Village Code Relating to the Village Vehicle Tax*

VIII. REPORTS OF STANDING COMMITTEES

- A. Economic and Community Development Committee
 1. *Ordinance Amending the Provisions and Fees for Use of Water for Construction Purposes as contained in Title 8 and 9 of the Village Code*
 2. *Ordinance Granting Approval of an Amendment to the Master Sign Plan Adopted by Ordinance No. 603-2008 and a Variance to the Sign Ordinance for Property Commonly Identified as 207-227 and 229 Grand Avenue*
- B. Infrastructure and Environment Committee – No Report
- C. Administration, Finance and Legislation Committee
 1. *Motion to Approve Proposed Adjustment to Village Hall Service Desk Saturday Hours*
- D. Public Safety Committee - No Report

IX. INFORMATION ITEMS

- A. PRESIDENT'S REMARKS

Proclamation on Arbor Day in the Village of Bensenville
- B. VILLAGE MANAGER'S REPORT
- 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 VILLAGE BOARD OF TRUSTEES MEETING

April 13, 2010

CALL TO ORDER: 1. President Soto called the meeting to order at 7:07 p.m.

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

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

Absent: Village Clerk, JoEllen Ridder

A quorum was present.

APPROVAL OF MINUTES: 3. The March 16, 2010 Village Board Meeting and March 23, 2010 Special Village Board Meeting minutes were presented.

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

All were in favor.

Motion carried.

WARRANT NO. 10/24: 4. President Soto presented **Warrant No. 10/24** in the amount of \$508,970.34.

Motion: Trustee Johnson made a motion to approve the warrant as presented. Trustee Bartlett 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.

All were in favor.

Motion carried.

**Ordinance No.
37-2010:**

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. (Consent Agenda)

**Ordinance No.
38-2010:**

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. (Consent Agenda)

**Ordinance No.
R-39-2010:**

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. (Consent Agenda)

Motion:

Trustee Johnson made a motion to approve the consent agenda as presented. Trustee Bartlett seconded the motion.

ROLL CALL:

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

NAYS: None

Motion carried.

**Ordinance No.
40-2010:**

6. Village President, Frank Soto, gave the summarization of the action contemplated in **Ordinance No. 40-2010** entitled **An Ordinance Approving a Conditional Use Permit for an Electric Fence at 611 Eagle Drive, Bensenville, Illinois.**

Motion:

Trustee Peconio made a motion to call the question to vote on the ordinance. Trustee Wessler seconded the motion.

Minutes of the Village Board Meeting
April 13, 2010 Page 3

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

NAYS: Adamowski, Bartlett, Johnson

Motion carried.

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.

**Ordinance No.
41-2010:**

7. Village President, Frank Soto, gave the summarization of the action contemplated in **Ordinance No. 41-2010** entitled **An Ordinance Regulating Overweight and/or Over-Dimension Vehicles.**

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

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

NAYS: None

Motion carried.

**Ordinance No.
34-2010:**

8. 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.

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April 13, 2010 Page 4

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

**Resolution No.
R-16-2010:**

9. Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No. R-16-2010** entitled **A Resolution Authorizing a Professional Service Agreement to Administer the Permit Process.**

Motion: Trustee Peconio made a motion to approve the resolution subject to attorney review. Trustee O'Connell seconded the motion.

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

**PRESIDENTS
REPORT:**

President Soto informed all residents about the microburst that occurred at Countyline Road and Green Street. He thanked Village Staff for their fast attention on helping the businesses affected. Village Staff helped relocate businesses that were impacted by the blast along with cleaning the area.

President Soto recognized Detective Ptak, Officer Holman, and Office Banks for commendations they received.

President Soto read a letter sent by Darwin Reality Development Corporation located in Elmhurst, Illinois. The letter congratulated the Village Board for working with businesses in Bensenville and eliminating the water sur charge.

President Soto read a letter from the Bensenville Park District thanking the Village of Bensenville for their 125 year anniversary celebration fundraiser and for the donation of \$30,000 to Fischer Farms.

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**MANAGERS
REPORT:**

Village Manager, Michael Cassady presented to the Village Board the Teamsters Local 714 Law Enforcement Division – Sergeant's Unit Contract.

Motion

Trustee Bartlett made a motion to approve the contract as presented. Trustee Johnson seconded the motion.

ROLL CALL:

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

NAYS: None

Motion carried.

**EXECUTIVE
SESSION:**

President Soto called for an Executive Session for the purpose of discussing pending, probable, or imminent litigation, acquisition of real estate property, personnel, and collective negotiating matters. No actions will take place as a result of the discussions.

Motion:

Trustee Wessler made a motion to adjourn the meeting and go into Executive Session. Trustee Bartlett seconded the motion.

All were in favor.

Motion carried.

President Soto adjourned the meeting at 7:53 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 SPECIAL VILLAGE BOARD OF TRUSTEES
MEETING

April 20, 2010

CALL TO ORDER: 1. Village Attorney, Pat Bond called the meeting to order at 6:00 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: President Soto

A quorum was present.

Motion: Trustee Peconio made a motion to appoint Trustee Adamowski as President pro tempore. Trustee Johnson seconded the motion.

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

NAYS: None

All were in favor.

Motion carried.

**PUBLIC
COMMENT:**

Robert Kozy – 349 S. Center Street

Mr. Kozy attempted to pull a permit to resurface pavement by his garage. The current Village Code is not allowing him to perform the work. Village Staff was directed to discuss alternative solutions and present them to a Committee.

Allan Devitt – 16W603 Third Ave

Mr. Devitt shared his thoughts and opinion in regards to the recent Vision News Letter. He thanks the Village Board for keeping the residents of Bensenville informed in regards to the O'Hare Modernization Project.

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April 20, 2010 Page 2

WARRANT NO.

10/25:

4. Village Clerk, JoEllen Ridder, presented **Warrant No. 10/25** in the amount of \$174,975.34.

Motion:

Trustee Peconio made a motion to approve the warrant as presented. Trustee Bartlett seconded the motion.

ROLL CALL:

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

NAYS: None

Motion carried.

Resolution No.

R-17-2010:

6. President Pro Tem, John Adamowski, gave the summarization of the action contemplated in **Resolution No. R-17-2010** entitled **A Resolution Authorizing the Execution of a Purchase Order and Other Associated Documents to Rabine Paving .**

Motion:

Trustee Wesseler made a motion to waive the public bid. Trustee Peconio seconded the motion.

ROLL CALL:

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

NAYS: None

Motion carried.

Motion:

Trustee Wesseler made a motion to approve the resolution as presented. Trustee Peconio seconded the motion.

ROLL CALL:

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

NAYS: None

Motion carried.

PRESIDENTS

REPORT:

In absence of President Soto, there was no report.

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**MANAGERS
REPORT:**

Village Manager, Michael Cassady, had no report.

President pro tem, John Adamowski, stepped down as President pro tem.

**CORRESPONDENCE &
ANNOUNCEMENTS:**

Trustee Adamowski read a statement into the record addressing his concerns and objections in regards to the recently mailed Vision News Letter.

ADJOURMENT:

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

All were in favor.

Motion carried.

Village Attorney, Pat Bond, adjourned the meeting at 6:20 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: Resolution SUBMITTED BY: Paul Quinn DATE: 4/13/10

DESCRIPTION: Resolution to approve an 8-month contract extension for Biosolids processing and management

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" type="checkbox"/>	<i>Financially Stable Government</i>	<input 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: **Approved 4-0 Vote**

DATE: **April 20, 2010**

BACKGROUND

Biosolids are the remaining materials left over at the end of the treatment of wastewater influent. Sludge from the aerobic and anaerobic digesters are treated with polymers and sent to a belt press for the removal of excess water. Once belt pressed, the solids are placed on drying beds until land applied to farm fields.

KEY ISSUES:

The current contract extension with Synagro expires April 30, 2010. The existing contract requires the Village to purchase at residual value the sludge processing equipment and building installed at the inception of the agreement in 1995. The value of the equipment appraised at \$159,750 in 2005. The residual payout of the equipment is contingent on a new present day appraisal and is an anticipated expense in the 2011 Capital Budget. Until we purchase the dewatering unit and sludge house, our only course of action is to continue with extension agreements. The contract extension includes an escalation clause based on the United States CPI and is currently 2.1%. Synagro has agreed to forego the CPI increase and continue sludge dewatering services at the existing rate of \$0.0520 per gallon processed through December 31, 2010. As such, the contracted amount for the first 4.0 million gallons of sludge processed will save the Village \$4,368. The budgeted values for Biosolids processing is a variable rate expense in the United Water Contract.

RECOMMENDATION:

Staff recommends the Village Board authorize the Village Manager to approve the contract extension with Synagro for a period of 8-months beginning May 1, 2010 through December 31, 2010.

BUDGET IMPACT:

Biosolids management and processing expense is accounted for in the 2010 fiscal year budget.

ACTION REQUIRED: Motion to approve a Resolution authorizing the Village Manager to execute a purchase order and associated documents to Synagro for the not to exceed amount of \$0.052 per gallon pressed.

RESOLUTION NO.

**AUTHORIZING 8-MONTH EXTENSION OF AGREEMENT
FOR BIOSOLIDS MANAGEMENT SERVICES WITH SYNAGRO**

WHEREAS it is hereby deemed desirable and in the best interests of the Village, and it is the recommendation of Village staff, to extend the existing Biosolids Management Services Agreement with Synagro.

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

Section One: That the foregoing recitals are hereby incorporated by reference and reaffirmed as if fully recited and reaffirmed herein.

Section Two: That, pursuant to the provisions of the Bensenville Village Code, Section 3-15-3, and the Illinois Municipal Code, Section 65 ILCS 5/8-9-1, at least two-thirds of all trustees now holding office hereby waive the formal bidding procedures for the management of Biosolids and authorize the execution of an 8-month contract extension with Synagro from May 1, 2010 through December 31, 2010.

Section Three: That the contract with Synagro for Biosolids management shall not exceed \$0.0520 per gallon, which contract is attached hereto and made a part hereof, is hereby approved. The Village Manager is authorized to execute on behalf of the Village said contract extension and any other documentation necessary to consummate and effect same.

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

ATTEST:

APPROVED:

JoEllen Ridder, Village Clerk

Frank Soto, Village President

AYES: _____

NAYS: _____

ABSENT: _____

April 13, 2010

Mr. Paul Quinn
Directory of Public Works
Village of Bensenville
711 East Jefferson Street
Bensenville, Illinois 60106

RE: CPI cost adjustment for the Agreement between the Village of Bensenville and Synagro Central LLC

Dear Mr. Quinn:

We hereby offer to extend the current contract from May 1, 2010 to December 31, 2010. We agree to extend the current contract at the price of \$0.0520/ gallon

With your agreement, we shall prepare our invoices with the unit prices, as stated above effective May 01, 2010 through December 31, 2010. Please sign your approval in the space below and return in the self addressed envelope enclosed.

Sincerely,

David Vorel
Regional Controller

Extension and Price Approved

CC: Jim McCabe, Mark Miller, Daniel Domigan, Deborah Carter, Laurie Sawyer, Sue Gregory, Stacey Bezold, File

TYPE: Resolution SUBMITTED BY: Paul Quinn DATE: 4/13/10

DESCRIPTION: Resolution to approve an 8-month contract extension for wastewater treatment, wastewater collection, and storm water pumping services.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" type="checkbox"/>	<i>Financially Stable Government</i>	<input 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: **Approved 4-0 Vote**

DATE: **April 20, 2010**

BACKGROUND

The Village entered into a contract with Earth Tech now United Water Environmental Services, Inc. to operate the wastewater treatment facility, sanitary collection system, and storm water pumping facilities. The contract is broken into two key areas that consist of variable rate and fixed rate cost categories.

KEY ISSUES:

The variable cost component provides biosolids management, sludge disposal, electric, natural gas, sewer line cleaning and sewer line televising. The fixed cost covers general operation expenses, administration, chemicals, infrastructure maintenance, laboratory and overhead. The variable costs fluctuate based on plant loadings while the fixed fee is billed in equal monthly installments. The variable rate items are a pass through expense.

The contract terms include annual negotiation of expense and or changes in the operation prior to the end of each fiscal year; therefore, requiring a Board Approved Resolution on an annual basis. For the period May 1, 2010 through December 31, 2010 the fixed rate expense will be \$89,201.14 per month and the variable rate expense at \$537,673.33 for the remainder of fiscal year 2010. When compared with the 2008/2009 contract, the Village will save \$3,997.36 over the eight-month extension period.

RECOMMENDATION:

Staff recommends the Village Board authorize the Village Manager to enter into an 8-month contract extension for the operation and maintenance of the Wastewater Treatment Facility, Storm and Sanitary Pumping Facilities and Sanitary Collection System, performed by United Water, LLC of Grand Rapids, Michigan for the not to exceed amount of \$1,252,301.79.

BUDGET IMPACT:

Treatment, pumping, and collection facilities maintenance expense is accounted for in the 2010 fiscal year budget.

ACTION REQUIRED: Motion to approve a Resolution authorizing the Village Manager to execute a purchase order and associated documents to United Water Environmental Services, Inc. of Grand Rapids, Michigan.

Resolution No.
Authorizing the Execution of an 8-Month Contract Extension and Purchase Order
to United Water, LLC for Wastewater Treatment Plant,
Collection and Pumping Systems Contractual Services 2010

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

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents to United Water LLC of Grand Rapids, Michigan for Professional Services to Operate and Maintain the Villages Wastewater Treatment Facilities, Sanitary Sewer Collection Systems and Pumping Stations for the period of May 1, 2010 through December 31, 2010 for the not to exceed amount of \$1,251,282.42.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2010.

APPROVED:

Frank Soto
Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

**EXTENSION OF AGREEMENT FOR OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES FOR THE VILLAGE OF BENSENVILLE, ILLINOIS**

THIS EXTENSION OF AGREEMENT is made on this ____ day of April, 2010, between the Village of Bensenville, Illinois (hereinafter "OWNER"), whose principal address, for the purposes of any notice required herein, is: Director of Public Works, 12 South Center Street, Bensenville, Illinois 60106-1901, and United Water Environmental Services, Inc. (hereinafter "CONTRACTOR"), whose principal addresses, for the purposes of any notice required herein are: 5555 Glenwood Hills Parkway SE, Grand Rapids, Michigan 49512 and 711 East Jefferson Street, Bensenville, Illinois 60106.

OWNER and CONTRACTOR acknowledge and mutually agree as follows:

1. OWNER and CONTRACTOR entered into that certain Agreement for Operations, Maintenance, and Management Services for the Village of Bensenville, Illinois dated April 23, 2004 and previously amended on May 1, 2005, April 21, 2009, and most recently July 28, 2009, hereinafter the "Agreement" (to include all Amendments).
2. The OWNER hereby extends the term of the Agreement for 8 months, which extended term shall be from May 1, 2010 through and including December 31, 2010 with three one-year extensions (hereinafter the "Extended Term"). CONTRACTOR hereby agrees to said term extension.
3. Pursuant to Paragraph 4.2, the Fixed Annual Cost as provided in Paragraph 4.1 of the Agreement and by mutual agreement of OWNER and CONTRACTOR is set for \$89,201.14 per month for the duration of the 8-month extension. The "Repairs Limit" portion of the fixed fee as defined in Paragraph 2.4 is set at \$93,708.67 for the 8-month period (\$140,563.01 on an annual basis).
4. The Variable Cost allowance for the not-to-exceed portion of the Variable Costs associated with electric, natural gas, sewer cleaning & televising, Biosolids Management and emergency call-outs is established at \$537,673.33 for the 8-month extension period and will be invoiced to the OWNER monthly at actual cost or 1/8th for the established monthly amount of (\$67,209.17) whichever is less.
5. Any and all other provisions of the Agreement (or subsequent Amendments) not otherwise amended herein shall remain applicable, governing and in full force and effect throughout the Extended Term of the Agreement.

Both parties indicate their approval of this Extension of Agreement by their signatures below.

Authorized signature:

Authorized signature:

United Water Environmental Services, Inc, By:

Village of Bensenville, By:

TYPE: Resolution SUBMITTED BY: P. Quinn DATE: 4/5/10

DESCRIPTION: Resolution to approve an 8-month contract extension for Dial-A-Bus transportation services.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

- | | |
|---|---|
| <input checked="" type="checkbox"/> <i>Financially Stable Government</i> | <input 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: Approved 4-0 Vote

DATE: April 20, 2010

BACKGROUND

First Transit has provided Dial-A-Bus transportation services to the Village since 2005. Their office is out of Schaumburg, Illinois where they operate transit services for both Schaumburg and Bensenville. The shared service location is beneficial in that it reduces the overhead attributed to the Bensenville program.

KEY ISSUES:

The current Dial-A-Bus program is based on 390 service hours per month. The current hourly rate for the service is \$53.14 per hour. The new service rate for 2010 is \$53.81, represents an increase of 2.2%, and includes a return of Saturday service hours. The Saturday service includes 6 hours gate to gate on the first and third Saturdays of each month from 10:00AM to 3:00PM. By adding back the Saturday service, the total service hours per month will be 402. The 8-month contract extension is for the period of May 1, 2010 through December 31, 2010 and represents a value of \$173,060.50. Additionally, a fuel surcharge exists for fuel costs above \$2.42 per gallon. The contract includes a 60-day cancellation clause engaged upon the written notice by First Transit or the Village. Furthermore, the hours of service can be modified with First Transit by issuing 30 days written notice.

RECOMMENDATION:

Staff recommends the approval of an 8-month contract extension with First Transit, Inc. of Cincinnati, Ohio to provide Dial-A-Bus transportation services with the addition of the first and third Saturday of each month.

BUDGET IMPACT:

The purchase of transportation services is accounted for in the fiscal year 2010 budget.

ACTION REQUIRED:

Motion to approve a Resolution authorizing the Village Manager to execute a purchase order and other associated documents to First Transit, Inc. of Cincinnati, Ohio

Resolution No.
Authorizing the Execution of a Purchase Order and an 8-Month Contract Extension
for Dial-A-Bus Transportation Services from First Transit, Inc.

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

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents to First Transit Inc. of Cincinnati, Ohio for Dial-A-Bus transportation services for \$173,060.50.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2010.

APPROVED:

Frank Soto
Village President

ATTEST:

JoEllen Ridder
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Proposal**VILLAGE OF BENSENVILLE**

First Transit is pleased to submit its response to the Village of Bensenville request for proposal for extending or modifying the current Dial-A-Ride contract. This proposal includes pricing for two (2) options requested for a period beginning May 1, 2010 and ending December 31, 2010.

Option # 1

For an eight (8) month extension with no changes to the current contract (390 hours per month), the rate would be \$54.73 per hour.

Option # 2

For an eight (8) month extension with an addition of two (2) Saturdays per month (402 hours per month), the rate would be \$53.81 per hour. This option would provide service on the 1st and 3rd Saturdays each month during the hours of 10:00 a.m. and 3:00 p.m.

Note: All other provisions of this contract will prevail.

Submitted by: First Transit, Inc.

Sign Name: John Menichini

Print Name: JOHN MENICHINI

Title: GENERAL MANAGER

Date: 4/12/2010

TYPE: Resolution SUBMITTED BY: Paul Quinn DATE: 4/12/10

DESCRIPTION: Resolution to approve Engineering Services agreement for the 2010 Street and Water Main Replacement Projects

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: Approved 4-0 Vote

DATE: April 20, 2010

BACKGROUND

The annual street resurfacing and water main replacement projects as approved in the capital budget for 2010 include water main replacement and resurfacing on Dennis Drive from Jacquelyn to Delores, Center Street from Main to Roosevelt, Brentwood Drive from Diana to River Forest, partial reconstruction of Walnut Street from Irving Park to Hillside, and an asphalt overlay and curb installation at the East Drive by Addison Creek at the Wastewater Treatment Facility.

KEY ISSUES:

Request for engineering proposals were solicited for the above projects. Five engineering firms submitted proposals for the above work. The proposals include design engineering, applicable testing services, bid specifications, bid tabulation, legal advertisement, bid recommendation, and construction management. The engineering proposals received are as follows:

Company	Proposal
Baxter & Woodman Consulting Engineers	\$122,142
James J. Benes and Associates	\$132,892
Lintech Engineering, LLC	\$141,000
Bollinger, Lach & Associates, Inc.	\$150,122
Christopher B. Burke Engineering, LTD	\$200,000

RECOMMENDATION:

Staff recommends approval of the engineering services contract with Baxter & Woodman Consulting Engineers for the 2010 Water Main and Street Resurfacing improvement projects.

BUDGET IMPACT:

Engineering services for Water Main and Street Improvements is accounted for in the fiscal year 2010 budget.

ACTION REQUIRED:

Motion to approve a Resolution authorizing the Village Manager to execute a purchase order and other associated documents for engineering services to Baxter & Woodman for \$122,142

Resolution No.
Authorizing the Execution of a Purchase Order and Engineering Services
Agreement for the 2010 Water Main and Street Resurfacing Projects to
Baxter & Woodman Consulting Engineers

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

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents for engineering services to Baxter & Woodman Consulting Engineers for \$122,142.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2010.

APPROVED:

Frank Soto
Village President

ATTEST:

JoEllen Ridder
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Company	Proposal
Baxter & Woodman Consulting Engineers	\$122,142
James J. Benes and Associates	\$132,892
Lintech Engineering, LLC	\$141,000
Bollinger, Lach & Associates, Inc.	\$150,122
Christopher B. Burke Engineering, LTD	\$200,000

VILLAGE OF BENSENVILLE, ILLINOIS
2010 STREET AND WATER MAIN REPLACEMENT PROJECTS

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2010, by and between the Village of Bensenville, Illinois, hereinafter referred to as the VILLAGE, and Baxter & Woodman, Inc., Consulting Engineers, hereinafter referred to as the ENGINEERS, for engineering services required by the VILLAGE for the 2010 Street and Water Main Replacement Projects, hereinafter referred to as the PROJECT.

WITNESSETH that in consideration of the covenants herein, these parties agree as follows:

SECTION 1. The PROJECT consists of resurfacing various streets and replacing water mains, as more completely described in Exhibit A, attached hereto. After written authorization by the VILLAGE, the ENGINEERS shall provide professional services for the PROJECT. These services will include serving as the VILLAGE's representative in all phases of the PROJECT, providing consultation and advice, and furnishing customary engineering and construction-related services, as enumerated in Exhibit B, attached hereto. A summary of man-hours is included in Exhibit C.

SECTION 2. The VILLAGE shall compensate the ENGINEERS for the professional services enumerated in Exhibit B hereof as follows:

2.1 The ENGINEERS' fee for the final design and construction-related engineering services described in Exhibit B Sections 1 through 21 shall be an amount equal to reimbursement of the ENGINEERS' direct labor cost, general and employee overheads, and a fixed fee of \$14,355 for readiness to serve and profit, plus reimbursement of out-of-pocket expenses including travel costs, which total amount will not exceed \$117,542, ENGINEERS' Project No. 100310.40/100310.60.

SECTION 3. The parties hereto further mutually agree:

3.1 The ENGINEERS may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the VILLAGE in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.; and the ENGINEERS may, after giving seven (7) days

written notice to the VILLAGE, suspend services under this Agreement until the ENGINEERS have been paid in full all amounts due for services, expenses, and late payment charges as provided in such Act.

3.2 This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the VILLAGE may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, the ENGINEERS shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the VILLAGE shall receive reproducible copies of Drawings, Specifications and other documents completed by the ENGINEERS.

3.3 The ENGINEERS agree to hold harmless and indemnify the VILLAGE and each of its officers, agents and employees from any and all liability claims, losses, or damages including reasonable attorney's fees to the extent that such claims, losses, damages or expenses are caused by the ENGINEERS' negligent errors, acts or omissions, but not including liability, claims, losses or damages due to the negligence of the VILLAGE or other consultants, contractors or subcontractors working for the VILLAGE, or their officers, agents and employees.

In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEERS and the VILLAGE they shall be borne by each party in proportion to its negligence.

The VILLAGE acknowledges that the ENGINEERS is a Business Corporation and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.

The VILLAGE and ENGINEERS agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

3.4 For the duration of the PROJECT, the ENGINEERS shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the ENGINEERS' negligence in the performance of services under this Agreement. The VILLAGE shall be named as an additional insured on the ENGINEERS' general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:

(1)	Worker's Compensation:	Statutory Limits
(2)	General Liability	
	Per Claim:	\$1,000,000
	Aggregate:	\$2,000,000
(3)	Automobile Liability	
	Combined Single Limit:	\$1,000,000
(4)	Excess Umbrella Liability	
	Per Claim and Aggregate:	\$5,000,000
(5)	Professional Liability	
	Per Claim and Aggregate:	\$5,000,000/\$5,000,000

3.5 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of the ENGINEERS and their officers, directors, employees, agents, and any of them, to the VILLAGE and anyone claiming by, through or under the VILLAGE, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the PROJECT or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEERS or their officers, directors, employees, agents or any of them, hereafter referred to as the "VILLAGE's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to the ENGINEERS by their insurers in settlement or satisfaction of VILLAGE's Claims under the terms and conditions of ENGINEERS' insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.

The VILLAGE and ENGINEERS agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the PROJECT.

3.6 The ENGINEERS are responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Specifications, Reports, and other professional services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

3.7 The VILLAGE may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by the ENGINEERS. If such changes cause an increase or decrease in the ENGINEERS' fee or time required for performance of any services under this Agreement, whether or not changed by any order, an

equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by the ENGINEERS shall be furnished without the written authorization of the VILLAGE.

3.8 All Reports, Drawings, Specifications, other documents, and electronic media prepared or furnished by the ENGINEERS pursuant to this Agreement are instruments of service in respect to the PROJECT, and the ENGINEERS shall retain the right of reuse of said documents and electronic media by and at the discretion of the ENGINEERS whether or not the PROJECT is completed. Reproducible copies of the ENGINEERS' documents and electronic media for information and reference in connection with the use and occupancy of the PROJECT by the VILLAGE and others shall be delivered to and become the property of the VILLAGE upon request; however, the ENGINEERS' documents and electronic media are not intended or represented to be suitable for reuse by the VILLAGE or others on additions or extensions of the PROJECT, or on any other project. Any such reuse without verification or adaptation by the ENGINEERS for the specific purpose intended will be at the VILLAGE's sole risk and without liability or legal exposure to the ENGINEERS, and the VILLAGE shall indemnify and hold harmless the ENGINEERS from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any furnishing of additional copies and verification or adaptation of the ENGINEERS' documents and electronic media will entitle the ENGINEERS to claim and receive additional compensation from the VILLAGE. Electronic media are furnished without guarantee of compatibility with the VILLAGE's software or hardware, and the ENGINEERS' sole responsibility for such media is to furnish replacements of defective disks within 30 days after initial delivery.

3.9 The compensation for engineering services set forth in Section 2 hereof shall include supervision of any geotechnical subconsultant, subsurface utility exploration subconsultant and/or laboratory services required by the ENGINEERS for the PROJECT. The ENGINEERS shall make all necessary arrangements, subject to the prior approval by the VILLAGE, and employ qualified subconsultants for all geotechnical subconsultant, subsurface exploration and/or laboratory services. The cost of such subconsultant and laboratory services is included in the ENGINEERS's not-to-exceed fee set forth in Section 2.

3.10 The VILLAGE will provide the site for the PROJECT, and it warrants that all known hazardous materials on or beneath the site have been identified to the ENGINEERS. The ENGINEERS shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials.

3.11 During the progress of the construction work under this Agreement, the ENGINEERS shall continuously monitor their costs and anticipated future costs, and if such monitoring indicates possible costs in excess of the amounts stated in Section 2 above, the ENGINEERS shall notify the VILLAGE of such anticipated increase, and the scope of services and/or the compensation for construction-related engineering services shall be

adjusted by amendment to this Agreement. If the VILLAGE and the ENGINEERS cannot agree on the amount of extra compensation for said anticipated increase of engineering costs, this Agreement shall then be considered to be terminated to the mutual benefit of these parties, without penalty to either party.

3.12 The ENGINEERS are an equal opportunity employer and hereby incorporate the requirements of 44 Ill. Adm. Code 750 APPENDIX A if applicable.

3.13 Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

3.14 This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officers as of the day and year first above written.

BAXTER & WOODMAN, INC.

VILLAGE OF BENSENVILLE, ILLINOIS

By 
Vice President

By _____
President

March 29, 2010
Date of Signature

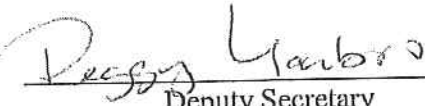
Date of Signature

(SEAL)

(SEAL)

ATTEST:

ATTEST:


Deputy Secretary

Clerk

Attachment

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VILLAGE OF BENSENVILLE, ILLINOIS
2010 STREET AND WATER MAIN REPLACEMENT PROJECTS

EXHIBIT A

PROJECT DESCRIPTION

The roadway and water main improvements will include providing design and construction services for the following roadway segments:

- Dennis Drive (Jacquelyn to Delores)
 - 1200' water main
 - 3900 SY pavement replacement/rehabilitation
- Center Street (Main to Roosevelt)
 - 450' water main
 - 1900 SY pavement replacement/rehabilitation
- Brentwood Drive (Diana to River Forest)
 - 1800 LF water main
 - 5900 SY pavement replacement/rehabilitation
- Walnut Street (Irving Park to Hillside)
 - 800 LF water main (as per field meeting)
 - 2600 SY pavement replacement
 - 775 LF curb replacement
- East Drive at Addison Creek (WWTP)
 - 920 SY pavement replacement/rehabilitation
 - 750 LF new curb placement

The design will include conferring with VILLAGE staff on appropriate design limits, maintenance of traffic, pavement strategies, and limits of construction. Water main alignment and pavement replacement strategies will be closely coordinated with VILLAGE staff to determine the preferred improvements for bidding. The work includes preliminary and final design of the proposed improvements, preparation of construction documents, assistance during bidding, and construction assistance services.

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VILLAGE OF BENSENVILLE, ILLINOIS
2010 STREET AND WATER MAIN REPLACEMENT PROJECTS

EXHIBIT B

SCOPE OF SERVICES

DESIGN

1. **MANAGE PROJECT** – Plan, schedule, and control the activities that must be performed to complete the PROJECT including budget, schedule, and scope. Confer with VILLAGE staff, from time to time, to clarify and define the general scope, extent and character of the PROJECT and to review available data. Attend one kick-off meeting with the VILLAGE to review the PROJECT and establish PROJECT criteria and clear lines of communication, and attend up to two progress meetings to review the Plans, Contract Proposal and Estimate of Cost prior to submittal to the VILLAGE.
2. **DATA COLLECTION** – Collect photographs of the existing conditions along the PROJECT route to assist with preparation of design drawings and exhibits. Obtain data of record, including utility atlas pages, to assist with the preparation of design drawings.
3. **AGENCY COORDINATION** - Meet and coordinate the proposed improvements with the VILLAGE. Notify the necessary officials including Post Office, Police and Fire Departments. Notify and coordinate the proposed improvements with utility companies.
4. **TOPOGRAPHIC SURVEY** - Perform topographic surveys of natural and manmade features within the roadway right-of-way in order to develop base sheets for PROJECT plan and profile drawings and cross sections. In addition, obtain data of record indicating locations of underground utilities.
5. **GEOTECHNICAL REPORT** – Employ the services of a geotechnical subconsultant to take pavement cores of the surface and base material to determine the composition of the existing pavement material. The geotechnical consultant will provide an analysis of the cores and a soils report in accordance with the requirements of the Consultant.
6. **WATER MAIN DESIGN** - Design the proposed water main in compliance with Illinois Environmental Protection rules and obtain IEPA permit for construction. Work with VILLAGE staff to identify necessary improvements including valve replacements and connection requirements.

7. SPECIAL PROVISIONS – Prepare special provisions in accordance with VILLAGE guidelines.
8. QCQA – Perform an in-house peer review and constructability review of the pre-final plans, specifications, and estimates of cost for the PROJECT.
9. FINAL CONTRACT PLANS AND CONTRACT PROPOSAL - Prepare contract documents consisting of Plans, Special Provisions, Contract Proposals, and Engineer's Estimate of Probable Construction Cost and submit these documents to the VILLAGE to receive construction bids. Make any necessary changes to the documents as required by the VILLAGE and permit agencies in order to secure approval.
10. PROJECT DETAILS AND STANDARDS – Prepare a Cover Sheet, Typical Sections, Design Details, Summary of Quantities, and Village Standard Detail sheets.
11. MAINTENANCE OF TRAFFIC PLAN – Prepare construction staging notes, typical sections, and a detour plan to maintain local traffic flow through the PROJECT construction zone.
12. EROSION CONTROL PLANS - Design an erosion control plan for the PROJECT improvement. Coordinate the proposed improvements with the Soil and Water Conservation Agency and obtain a permit for the PROJECT.
13. ESTIMATE OF COST - Prepare summary of quantities, schedules of materials and an Engineer's Estimate of Cost.
14. ASSIST BIDDING – Provide documents for bidding and assist the VILLAGE in solicitation of bids from as many qualified bidders as possible, receive and evaluate bids, tabulate bids, and make a recommendation to the VILLAGE for an award of contract.

GENERAL CONSTRUCTION ADMINISTRATION AND RESIDENT PROJECT REPRESENTATIVE

15. Act as the VILLAGE's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
16. PROJECT INITIATION
 - Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.

- Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.

17. CONSTRUCTION ADMINISTRATION

- Attend periodic construction progress meetings.
- Check, Review, and Approve Shop Drawings, Manufacturer's Literature, Samples, and other submittals by the Contractor, but only for compliance with the Drawings and Specifications as to quality of materials and performance of equipment. Such review shall not be construed as relieving the Contractor of the responsibility to meet requirements of the Construction Contract Documents.
- Review construction record drawings for completeness prior to submission to CADD.
- Prepare Construction Contract Change Orders and Work Directives when authorized by the VILLAGE.
- Review the Contractor's requests for payments as construction work progresses, and advise the VILLAGE of amounts due and payable to the Contractor in accordance with the terms of the Construction Contract Documents.
- Research and prepare written response by ENGINEERS to requests for information from the VILLAGE and Contractor.
- Visit site as needed by project manager or other office staff.

18. FIELD OBSERVATION

- Provide Resident Project Representatives at the construction site on either a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, or on a periodic part-time basis from the ENGINEERS' office of not more than eight (8) hours per regular weekday, not including legal holidays as deemed necessary by the ENGINEERS, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. The construction Contractor is a separate company from the ENGINEERS. The VILLAGE understands and acknowledges that the ENGINEERS are not responsible for the Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulations, or safety precautions and programs in connection with the PROJECT, and the ENGINEERS do not guarantee the performance of the Contractor and are not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract Documents. The estimated construction schedule is anticipated for three (3) months.

- Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
 - Keep a daily record of the Contractor's work on those days that the ENGINEERS are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the VILLAGE of the construction progress and working days charged against the Contractor's time for completion.
19. SUBSTANTIAL COMPLETION OF PROJECT
- Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
 - Prepare Certificate of Substantial Completion.
20. COMPLETION OF PROJECT
- Provide construction inspection services when notified by the Contractor that the PROJECT is complete. Prepare written punch lists during final completion inspections.
 - Review the Contractor's written guarantees and issue a Notice of Acceptability for the PROJECT by the VILLAGE.
 - Review the Contractor's requests for final payment, and advise the VILLAGE of the amounts due and payable to the Contractor in accordance with the terms of the Construction Contract Documents.
 - Complete field survey work to be used in completing the construction record drawings.
 - Prepare construction record drawings which show field measured dimensions of the completed work which the ENGINEERS consider significant and provide the VILLAGE with one set of reproducible record drawings within ninety (90) days of the PROJECT completion.
21. PROJECT CLOSEOUT
- Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

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TYPE: Resolution SUBMITTED BY: Paul Quinn DATE: 4/12/10

DESCRIPTION: Resolution to approve an Engineering services agreement for the Replacement of the David Drive Storm Sewer

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: **Approved 4-0 Vote**

DATE: **April 20, 2010**

BACKGROUND

During heavy rains, David Drive floods mid block between Belmont and Dolores often leaving the road impassable and requiring closure. The existing storm sewer consists of 12" tile that quickly surcharges in heavy rain events. In order to mitigate a significant quantity of flooding, replacing the existing sewer with one of larger capacity is required.

KEY ISSUES:

Requests for engineering proposals were solicited to replace 800 L.F. of 12" Reinforced Concrete Pipe (RCP) with 18" RCP storm sewer plus high-capacity inlets at the low elevation of David Drive. The proposals include design engineering, applicable testing services, bid specifications, bid tabulation, legal advertisement, bid recommendation, and construction management. The engineering proposals received include:

Company	Proposal
Baxter & Woodman Consulting Engineers	\$14,127
James J. Benes and Associates	\$20,160
Bollinger, Lach & Associates, Inc.	\$26,885
Lintech Engineering, LLC	\$33,000
Christopher B. Burke Engineering, LTD	\$36,898

RECOMMENDATION:

Staff recommends approval of the engineering services contract with Baxter & Woodman Consulting Engineers for the David Drive Storm Sewer Replacement.

BUDGET IMPACT:

Engineering services for the David Drive Storm Sewer Replacement is accounted for in the fiscal year 2010 budget.

ACTION REQUIRED:

Motion to approve a Resolution authorizing the Village Manager to execute a purchase order and other associated documents for engineering services to Baxter & Woodman for \$14,127.

Resolution No.
Authorizing the Execution of a Purchase Order and Engineering Services
Agreement for the David Drive Storm Sewer Replacement to
Baxter & Woodman Consulting Engineers

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

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents for engineering services to Baxter & Woodman Consulting Engineers for \$14,127.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2010.

APPROVED:

Frank Soto
Village President

ATTEST:

JoEllen Ridder
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Company	Proposal
Baxter & Woodman Consulting Engineers	\$14,127
James J. Benes and Associates	\$20,160
Bollinger, Lach & Associates, Inc.	\$26,885
Lintech Engineering, LLC	\$33,000
Christopher B. Burke Engineering, LTD	\$36,898

VILLAGE OF BENSENVILLE, ILLINOIS
DAVID DRIVE STORM SEWER REPLACEMENT

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2010, by and between the Village of Bensenville, Illinois, hereinafter referred to as the VILLAGE, and Baxter & Woodman, Inc., Consulting Engineers, hereinafter referred to as the ENGINEERS, for engineering services required by the VILLAGE for the David Drive Storm Sewer Replacement, hereinafter referred to as the PROJECT.

WITNESSETH that in consideration of the covenants herein, these parties agree as follows:

SECTION 1. The PROJECT consists of replacing the David Drive storm sewer, as more completely described in Exhibit A, attached hereto. After written authorization by the VILLAGE, the ENGINEERS shall provide professional services for the PROJECT. These services will include serving as the VILLAGE's representative in all phases of the PROJECT, providing consultation and advice, and furnishing customary engineering and construction-related services, as enumerated in Exhibit B, attached hereto. A summary of man-hours is included in Exhibit C.

SECTION 2. The VILLAGE shall compensate the ENGINEERS for the professional services enumerated in Exhibit B hereof as follows:

2.1 The ENGINEERS' fee for the final design and construction-related engineering services described in Exhibit B Sections 1 through 17 shall be an amount equal to reimbursement of the ENGINEERS' direct labor cost, general and employee overheads, and a fixed fee of \$1,773 for readiness to serve and profit, plus reimbursement of out-of-pocket expenses including travel costs, which total amount will not exceed \$14,007, ENGINEERS' Project No. 100397.40/100397.60.

SECTION 3. The parties hereto further mutually agree:

3.1 The ENGINEERS may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the VILLAGE in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.; and the ENGINEERS may, after giving seven (7) days

written notice to the VILLAGE, suspend services under this Agreement until the ENGINEERS have been paid in full all amounts due for services, expenses, and late payment charges as provided in such Act.

3.2 This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the VILLAGE may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, the ENGINEERS shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the VILLAGE shall receive reproducible copies of Drawings, Specifications and other documents completed by the ENGINEERS.

3.3 The ENGINEERS agree to hold harmless and indemnify the VILLAGE and each of its officers, agents and employees from any and all liability claims, losses, or damages including reasonable attorney's fees to the extent that such claims, losses, damages or expenses are caused by the ENGINEERS' negligent errors, acts or omissions, but not including liability, claims, losses or damages due to the negligence of the VILLAGE or other consultants, contractors or subcontractors working for the VILLAGE, or their officers, agents and employees.

In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEERS and the VILLAGE they shall be borne by each party in proportion to its negligence.

The VILLAGE acknowledges that the ENGINEERS is a Business Corporation and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.

The VILLAGE and ENGINEERS agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

3.4 For the duration of the PROJECT, the ENGINEERS shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the ENGINEERS' negligence in the performance of services under this Agreement. The VILLAGE shall be named as an additional insured on the ENGINEERS' general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:

- | | | |
|-----|---------------------------|-------------------------|
| (1) | Worker's Compensation: | Statutory Limits |
| (2) | General Liability | |
| | Per Claim: | \$1,000,000 |
| | Aggregate: | \$2,000,000 |
| (3) | Automobile Liability | |
| | Combined Single Limit: | \$1,000,000 |
| (4) | Excess Umbrella Liability | |
| | Per Claim and Aggregate: | \$5,000,000 |
| (5) | Professional Liability | |
| | Per Claim and Aggregate: | \$5,000,000/\$5,000,000 |

3.5 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of the ENGINEERS and their officers, directors, employees, agents, and any of them, to the VILLAGE and anyone claiming by, through or under the VILLAGE, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the PROJECT or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEERS or their officers, directors, employees, agents or any of them, hereafter referred to as the "VILLAGE's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to the ENGINEERS by their insurers in settlement or satisfaction of VILLAGE's Claims under the terms and conditions of ENGINEERS' insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.

The VILLAGE and ENGINEERS agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the PROJECT.

3.6 The ENGINEERS are responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Specifications, Reports, and other professional services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

3.7 The VILLAGE may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by the ENGINEERS. If such changes cause an increase or decrease in the ENGINEERS' fee or time required for performance of any services under this Agreement, whether or not changed by any order, an

equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by the ENGINEERS shall be furnished without the written authorization of the VILLAGE.

3.8 All Reports, Drawings, Specifications, other documents, and electronic media prepared or furnished by the ENGINEERS pursuant to this Agreement are instruments of service in respect to the PROJECT, and the ENGINEERS shall retain the right of reuse of said documents and electronic media by and at the discretion of the ENGINEERS whether or not the PROJECT is completed. Reproducible copies of the ENGINEERS' documents and electronic media for information and reference in connection with the use and occupancy of the PROJECT by the VILLAGE and others shall be delivered to and become the property of the VILLAGE upon request; however, the ENGINEERS' documents and electronic media are not intended or represented to be suitable for reuse by the VILLAGE or others on additions or extensions of the PROJECT, or on any other project. Any such reuse without verification or adaptation by the ENGINEERS for the specific purpose intended will be at the VILLAGE's sole risk and without liability or legal exposure to the ENGINEERS, and the VILLAGE shall indemnify and hold harmless the ENGINEERS from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any furnishing of additional copies and verification or adaptation of the ENGINEERS' documents and electronic media will entitle the ENGINEERS to claim and receive additional compensation from the VILLAGE. Electronic media are furnished without guarantee of compatibility with the VILLAGE's software or hardware, and the ENGINEERS' sole responsibility for such media is to furnish replacements of defective disks within 30 days after initial delivery.

3.9 The compensation for engineering services set forth in Section 2 hereof shall include supervision of any geotechnical subconsultant, subsurface utility exploration subconsultant and/or laboratory services required by the ENGINEERS for the PROJECT. The ENGINEERS shall make all necessary arrangements, subject to the prior approval by the VILLAGE, and employ qualified subconsultants for all geotechnical subconsultant, subsurface exploration and/or laboratory services. The cost of such subconsultant and laboratory services is included in the ENGINEERS' not-to-exceed fee set forth in Section 2.

3.10 The VILLAGE will provide the site for the PROJECT, and it warrants that all known hazardous materials on or beneath the site have been identified to the ENGINEERS. The ENGINEERS shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials.

3.11 During the progress of the construction work under this Agreement, the ENGINEERS shall continuously monitor their costs and anticipated future costs, and if such monitoring indicates possible costs in excess of the amounts stated in Section 2 above, the ENGINEERS shall notify the VILLAGE of such anticipated increase, and the scope of services and/or the compensation for construction-related engineering services shall be

adjusted by amendment to this Agreement. If the VILLAGE and the ENGINEERS cannot agree on the amount of extra compensation for said anticipated increase of engineering costs, this Agreement shall then be considered to be terminated to the mutual benefit of these parties, without penalty to either party.

3.12 The ENGINEERS are an equal opportunity employer and hereby incorporate the requirements of 44 Ill. Adm. Code 750 APPENDIX A if applicable.

3.13 Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

3.14 This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officers as of the day and year first above written.

BAXTER & WOODMAN, INC.

VILLAGE OF BENSENVILLE, ILLINOIS

By 
Vice President

By _____
President

March 29, 2010
Date of Signature

Date of Signature

(SEAL)

(SEAL)

ATTEST:

ATTEST:


Deputy Secretary

Clerk

Attachment

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VILLAGE OF BENSENVILLE, ILLINOIS
DAVID DRIVE STORM SEWER REPLACEMENT

EXHIBIT A

PROJECT DESCRIPTION

The David Drive Storm Sewer Replacement work consists of the replacement of approximately 800 linear feet of 12-inch RCP storm sewer with 18-inch RCP storm sewer in the existing trench. Alternatives for installing this improvement within the existing parkway will be closely coordinated with VILLAGE staff to minimize tree impacts, if necessary. The work is located west of Delores Drive. The work includes new high capacity inlets at the low point on David Drive. The design will be based on the results of hydrologic and hydraulic modeling performed by others. The work includes preliminary and final design of the proposed improvements, preparation of construction documents, assistance during bidding, and construction assistance services.

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VILLAGE OF BENSENVILLE, ILLINOIS
DAVID DRIVE STORM SEWER REPLACEMENT

EXHIBIT B

SCOPE OF SERVICES

DESIGN

1. ADMINISTRATION & MEETINGS -- Confer with VILLAGE staff, from time to time, to clarify and define the general scope, extent and character of the PROJECT.
2. PROJECT MANAGEMENT -- Plan, schedule, and control the activities that must be performed to complete the PROJECT. These activities include, but are not limited to, budget, schedule, and scope.
3. SITE VISIT -- Inspect and analyze condition of existing storm sewer facilities as outlined in Exhibit A. Closely coordinate design with the VILLAGE regarding existing right-of-way constraints, trees, and driveway conflicts.
4. HISTORY REVIEW -- Review previously conducted studies.
5. TOPOGRAPHIC SURVEY -- Perform topographic survey of the PROJECT limits of natural and man-made features along the storm sewer route in order to develop base sheets for PROJECT plan drawings. In addition, obtain data or record indicating locations of underground utilities.
6. PRELIMINARY DESIGN -- Prepare Preliminary Drawings and Specifications showing the general design scope of the PROJECT, based upon field meetings and comments from VILLAGE Staff. Submit the Preliminary Design to the VILLAGE for their review and comment.
7. FINAL DESIGN -- Prepare Design Documents consisting of Drawings showing the general scope, extent and character of construction work to be furnished and performed by the Contractor(s) selected by the VILLAGE and Specifications which will be prepared in conformance with the format of the Construction Specification Institute. Furnish the VILLAGE with three (3) sets of the Design Documents.
8. FINAL OPINION OF PROBABLE COST -- Prepare an opinion of probable construction cost based on the Design Documents approved by the VILLAGE.

9. CONSTRUCTION DOCUMENTS – Prepare for review and approval by THE VILLAGE and its legal counsel the forms of Construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions where appropriate.
10. ASSISTANCE DURING BIDDING – Assist the VILLAGE in solicitation of construction bids from as many qualified bidders as possible, attend the bid opening and tabulate bid proposals, make an analysis of the bids, and submit recommendations for the award of construction contract.

GENERAL CONSTRUCTION ADMINISTRATION AND RESIDENT PROJECT REPRESENTATIVE

11. Act as the VILLAGE's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
12. PROJECT INITIATION
 - Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
 - Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.
13. CONSTRUCTION ADMINISTRATION
 - Attend periodic construction progress meetings.
 - Check, Review, and Approve Shop Drawings, Manufacturer's Literature, Samples, and other submittals by the Contractor, but only for compliance with the Drawings and Specifications as to quality of materials and performance of equipment. Such review shall not be construed as relieving the Contractor of the responsibility to meet requirements of the Construction Contract Documents.
 - Review construction record drawings for completeness prior to submission to CADD.
 - Prepare Construction Contract Change Orders and Work Directives when authorized by the VILLAGE.
 - Review the Contractor's requests for payments as construction work progresses, and advise the VILLAGE of amounts due and payable to the Contractor in accordance with the terms of the Construction Contract Documents.
 - Research and prepare written response by ENGINEERS to requests for information from the VILLAGE and Contractor.
 - Visit site as needed by project manager or other office staff.

14. FIELD OBSERVATION

- Provide Resident Project Representatives at the construction site a total of forty (40) hours on a periodic part-time basis from the ENGINEERS' office of not more than eight (8) hours per regular weekday, not including legal holidays as deemed necessary by the ENGINEERS, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. The construction Contractor is a separate company from the ENGINEERS. The VILLAGE understands and acknowledges that the ENGINEERS are not responsible for the Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulations, or safety precautions and programs in connection with the PROJECT, and the ENGINEERS do not guarantee the performance of the Contractor and are not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract Documents.
- Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- Keep a daily record of the Contractor's work on those days that the ENGINEERS are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the VILLAGE of the construction progress and working days charged against the Contractor's time for completion.

15. SUBSTANTIAL COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
- Prepare Certificate of Substantial Completion.

16. COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the PROJECT is complete. Prepare written punch lists during final completion inspections.
- Review the Contractor's written guarantees and issue a Notice of Acceptability for the PROJECT by the VILLAGE.
- Review the Contractor's requests for final payment, and advise the VILLAGE of the amounts due and payable to the Contractor in accordance with the terms of the Construction Contract Documents.
- Complete field survey work to be used in completing the construction record drawings.
- Prepare construction record drawings which show field measured dimensions of the completed work which the ENGINEERS consider significant and

provide the VILLAGE with one set of reproducible record drawings within ninety (90) days of the PROJECT completion.

17. PROJECT CLOSEOUT

- Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

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VILLAGE OF BENSENVILLE

TYPE: Resolution SUBMITTED BY: Gary Thorsen DATE: April 27, 2010

DESCRIPTION: Resolution requesting execution of a contract with the Chiefs Hockey Organization and The Village of Bensenville specifically the Edge I & II ice rinks for a period of 3yrs from August 23, 2010 to August 20, 2013.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Community and Economic Development

DATE: April 27, 2010

- At the April 20, 2010 meeting the Community and Economic Development voted unanimously (4-0) to approve the request.
- Discussion on the 5% Amusement Tax of its legality. Suggestion was to put money received from the tax into a repair account for the rinks

BACKGROUND: Attached is a contract between the Chiefs Hockey Organization and The Village of Bensenville specifically the Edge I & II ice rinks for a period of 3yrs from August 23, 2010 to August 20, 2013. Within the contract, the terms are identified specifically but I would like to highlight a few key points.

- Hourly ice cost is \$330.00 hr. Average ice cost in the area is \$320.00. Ice costs have been trending down due to the economic climate but fortunately, with our location and the quality of our facility we are still able to get above average hourly ice revenue.
- 5% Amusement Tax which is an additional revenue source that other rinks do not charge.
- Late fee of 5% after 14 days (standard)
- Kick out clause for non payment (standard)

KEY ISSUES: Action by the Village Board is needed authorizing the contract between the Chiefs Hockey Organization and the Village of Bensenville.

ALTERNATIVES:

- Not to approve the resolution executing a contract between the Chiefs Hockey Organization and the Village of Bensenville.
- Loss of revenue generated by this agreement and not achieving the projected revenue for the 2010 budget.

RECOMMENDATION: Staff recommends approval of the resolution executing a contract between the Chiefs Hockey Organization and The Village of Bensenville specifically the Edge I & II ice rinks.

- At the April 20, 2010 meeting the Community and Economic Development voted unanimously (4-0) to approve the request.
- Discussion on the 5% Amusement Tax of its legality. Suggestion was to put money received from the tax into a repair account for the rinks

BUDGET IMPACT: Revenue needed to meet 2010 budgeted revenue projections

ACTION REQUIRED: Board action on the resolution and execution of contract between the Chiefs Hockey Organization and the Village of Bensenville.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A FACILITY USAGE LICENSE AGREEMENT
WITH THE CHICAGO BLUES HOCKEY ASSOCIATION**

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

WHEREAS, the Village is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-3-8; and

WHEREAS, the Village owns and operates ice rink facilities commonly known as the Edge One Arena and the Edge Two Arena (collectively the "Arena"); and

WHEREAS, the Village has determined that it is necessary and desirable to license ice time and use of the Arena for the purposes of generating revenue to fund the costs of maintenance, operation and management of the Arena; and

WHEREAS, an organization known as The Chiefs Hockey Club, an Illinois not-for-profit corporation, (hereinafter "Licensee") has expressed a desire to enter into an Ice Arena and Facility Usage License Agreement (hereinafter "Agreement") for the use of the Arena in accordance with the terms and conditions as expressed in the Agreement attached hereto and incorporated by reference herein as Exhibit "A"; and

WHEREAS, President and Board of Trustees have determined that it is in the best interests of the Village and its residents to approve the Agreement with the Licensee.

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

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

part hereof.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 27th day of April 2010.

APPROVED:

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

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**VILLAGE OF BENSENVILLE
ICE ARENA AND FACILITY USAGE LICENSE AGREEMENT**

This Ice Arena and Facility Usage License Agreement (hereinafter "Agreement") is made and entered into by and between the Village of Bensenville (hereinafter "Licensor") and The Chiefs Hockey Club, an Illinois not-for profit corporation, (hereinafter "Licensee") (collectively the "Parties") for the use of the Village of Bensenville Edge I and Edge II Arenas (hereinafter the "Arena") on the date this Agreement is fully executed by the Parties.

WITNESSETH:

WHEREAS, Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970; and

WHEREAS, pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates ice rinks located at 700 John Street, Bensenville, Illinois, commonly known as The Edge Ice I, and 735 East Jefferson Street, Bensenville, Illinois, commonly known as The Edge Ice II; and

WHEREAS, Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Arena; and

WHEREAS, Licensor intends to license ice time and use of Arena facilities as provided herein to Licensee, and has relied upon Licensee's undertakings in this Agreement as an inducement to make the commitments outlined in this Agreement; and

WHEREAS, Licensee intends to use all ice time and the Arena and its facilities, as provided herein; and

WHEREAS, Licensee recognizes that Licensor is an Illinois municipal corporation and is therefore subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970; and

WHEREAS, Licensee further recognizes that the Arena and its facilities are public in nature; and

WHEREAS, Licensee recognizes that Licensor has executed, and is therefore bound by, other license agreements with other entities, which may limit Licensor's ability to reschedule ice time, and

WHEREAS, Licensor and Licensee recognize that this Agreement is for the benefit of Licensee, its members, employees, agents, coaches, players and invitees.

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

TERMS AND CONDITIONS

ARTICLE I (DEFINITIONS)

- 1.1 Annual Operating Year. The term "Annual Operating Year" shall mean the time period from September 1st through August 31st of the following year.
- 1.2 Arena. The term "Arena" shall mean the ice surface and related facilities commonly known as The Edge Ice I Arena, located at 700 John Street, Bensenville, Illinois and The Edge Ice II Arena, located at 735 Jefferson Street, Bensenville, Illinois.
- 1.3 Facilities. The term "Facilities" shall mean the Arena ice surface and assigned Locker Rooms.
- 1.4 Ice Make. The term "Ice Make" shall mean the act of cleaning and smoothing the surface of the ice rink.
- 1.5 Locker Rooms. The term "Locker Rooms" shall mean any locker room assigned to Licensee by Licensor, at Licensor's sole discretion, as is required for Licensee to use the Facilities.

ARTICLE II (TERM)

- 2.1 The Term of this Agreement shall commence on August 23, 2010, and shall expire on August 20, 2013 (hereinafter the "Term").

ARTICLE III (USE OF THE ARENA)

3.1 Scope of License.

- (a) This License authorizes Licensee to use the ice surface, assigned Locker Rooms, spectator stands, public areas of the Arena, and all means of public ingress and egress.
- (b) This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- (c) This License applies only during the ice time set forth in Exhibit C to this Agreement or otherwise exchanged pursuant to Section 3.2 of this Agreement.
- (d) This License applies only to Licensee and its employees, agents, members and invitees.
- (e) This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.

3.2 Ice Time.

(a) In each Annual Operating Year, Licensee shall purchase ice time from Licensor pursuant to the schedule set forth in Exhibit C to this Agreement. Licensee is required to host all camps, clinics, evaluations, playoffs, practice games, and regular season games at the Arena in accordance with the terms set forth in this Agreement with the exception of one slot per week at the Elmhurst YMCA. Licensee shall notify Licensor of a request for increased annual ice time prior to June 1st of each year of this Agreement.

(b) Licensee and Licensor may exchange the ice time specifically listed in Exhibit C to this Agreement for other ice time. Such exchanges shall be similar in time and are subject to the approval of the Licensor at Licensor's sole discretion. All exchanges must be approved in writing forty-eight (48) hours prior to the earlier of ice times.

3.3 Payment.

(a) Licensor shall invoice Licensee on the 15th of each month for all charges due and owing the following month. All invoiced amounts shall become due and owing on the first day of the month following the invoice date.

(b) The invoiced amount shall be based upon a base rate of \$330.00 per hour together with the Village of Bensenville's five percent (5%) amusement tax assessment as required by Ordinance.

(c) A five percent (5%) monthly late fee will be charged if payment is received more than fourteen (14) days after the invoice date. A \$50.00 fee will be charged for all checks that are dishonored.

(d) Upon Licensee's failure to pay any sums due hereunder as required by any part herein after ten (10) days prior written notice from Licensor to Licensee, Licensor may sell Licensee's remaining ice time, in whole or in part, in addition to any other remedy provided under this Agreement or by law and as part of Licensor's obligation to mitigate damages. However, the sale of said ice time shall not otherwise relieve Licensee of its obligation to pay in accordance with this Agreement.

(e) If the Licensee fails to pay any sums as required herein after ten (10) days prior written notice, Licensor hereby reserves the right to cancel any future commitments made by Licensor to Licensee pursuant to this Agreement, in addition to any other remedy provided under this Agreement or by law.

ARTICLE IV (RIGHTS AND OBLIGATIONS OF LICENSOR)

4.1 Ejection. Licensor reserves the right to eject any person, including, but not limited to, Licensee, its employees, agents, members or invitees who cause a disturbance or refuse to comply with the reasonable direction of Licensor's agents.

4.2 Preemption of Ice Time. Licensors reserves the right, within not less than fourteen (14) days prior to scheduled ice time, and upon notice, to preempt Licensee's use of the Arena up to three (3) times per Annual Operating Year. Licensors shall reschedule the preempted ice time at a date and time suitable to Licensee, or, at the sole discretion of the Licensors, issue refunds or credits in lieu of said ice time.

4.3 Access to Ice and Locker Rooms. Licensors shall provide the ice rink and assign Locker Rooms to Licensee pursuant to the terms of this Agreement, including, but not limited to, the ice times set forth in Exhibit C to this Agreement.

4.4 Ice Make. Licensors shall provide one Ice Make prior to the ice times specified in Exhibit C to this Agreement. Requests for additional Ice Makes will be honored based upon the availability of staff and equipment.

4.5 Use Preparation. Licensors shall be responsible for advance preparation of the ice surface, placement of all nets and boards, maintenance of lighting and ice surfaces, heating, and cleaning of Locker Rooms.

4.6 Signage and Storage. Licensors shall provide Licensee with signage and trophy/award display to promote its hockey club to the same extent as any other club who has been granted a license to use the Arena. Licensors recognizes that Licensee has a storage box located in the John Street arena.

ARTICLE V (OBLIGATIONS OF LICENSEE)

5.1 Arena Inspection. Licensee shall inspect the areas of the Arena subject to its use under this Agreement prior to each use and shall report defects, if any, to Licensors immediately.

5.2 Supervision. Licensee shall provide for the supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the rules and regulations set forth in Exhibit B to this Agreement, and all other and further rules and regulations posted in the Arena. Licensee shall provide for qualified and trained adult supervision at all times and in all areas utilized by Licensee, its employees, agents, members or invitees. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control, of its employees, agents, members and invitees.

5.3 Locker Room Contract. Licensee shall execute the Locker Room Contract attached hereto as part of Exhibit B to this Agreement. Licensee shall transmit all executed Locker Room Contracts to Licensors within a reasonable time after they have been executed.

5.4 Arena Property Damage. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members or invitees. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or the premises.

5.5 Personnel. Licensee shall be responsible for providing its own instructors, coaches,

referees, officials, and any other personnel necessary for Licensee's activities.

5.6 Clearance of Ice Surface. Licensee shall clear ice surfaces promptly after the end of each ice time session and at each Ice Make. Licensee shall be responsible for ensuring that none of Licensee's employees, agents, members or invitees enter or step upon the ice surface while the resurfacing doors are open.

5.7 Associations. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of the USA Amateur Hockey Association and the Amateur Hockey Association of Illinois. Licensee's failure to register all players and teams shall be deemed a material breach of this Agreement.

5.8 Written Release. Licensee shall execute the written release and waiver of liability attached hereto as Exhibit A to this Agreement. Licensee shall transmit all executed written releases and waivers to Licensor within a reasonable time after they have been executed.

5.9 Inclement Weather. Licensee shall not be excused from its performance under this Agreement on account of inclement weather conditions.

ARTICLE VI (RISK)

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

6.2 Insurance and Waiver of Subrogation.

(a) Licensee shall purchase and maintain public liability insurance during the full term of this Agreement naming Licensor as an additional insured, for limits of liability of not less than:

(1) Personal injury/death: One Million and 00/100 Dollars (\$1,000,000.00) per occurrence; and

(2) Property damage liability: One Hundred Thousand and 00/100 Dollars (\$100,000.00) per occurrence.

(b) Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.

(c) Licensor and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation, or

otherwise, to an insurance company, or any other person, Licensor and Licensee each agree to give each insurance company which has issued, or in the future may issue, to it policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

6.3 Indemnification. Each Party (hereinafter the "Indemnitor") shall indemnify, hold harmless, and defend the other party (hereinafter the "Indemnatee") and its officers, employees, or agents from and against all liability, including costs and attorneys' fees, claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out of the Indemnitor's negligence.

ARTICLE VII (TERMINATION/DEFAULT)

7.1 Termination/Default Rights.

- (a) Licensor shall have the right to terminate this Agreement, after ten (10) days prior written notice, for Lessee's failure to pay any and all fees as provided herein.
- (b) The Parties shall have the right to terminate this Agreement, after thirty (30) days prior written notice, for failure to comply with any other provision of this Agreement by the Parties or their employees, agents, members or invitees.
- (c) Termination of this Agreement shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.
- (d) If any Party institutes any suit or action to enforce its rights hereunder, the prevailing Party in such suit or action shall be entitled to recover from the non-prevailing Party whatever sum the court may award as reasonable attorney(s) fees and court costs in such suit or action and in any appeals therefrom.

ARTICLE VIII (ARENA CLOSURE)

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

ARTICLE IX
(GENERAL PROVISIONS)

- 9.1 No Assignment. This Agreement may not be assigned by Licensee without Licensor's prior written consent. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of this Agreement, when applicable.
- 9.2 Amendments. No amendments or other revisions of this Agreement shall be valid unless made in writing by the Licensee and the Licensor and signed.
- 9.3 Entire Agreement. This Agreement, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the Parties. There are no other or additional agreements between the Parties that modify the terms of this Agreement.
- 9.4 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provision and this Agreement shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
- 9.5 Headings and Captions. The headings and captions provided in this Agreement have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.
- 9.6 Governing law. Interpretation of this Agreement shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this Agreement shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
- 9.7 Waiver. No waiver of a breach of any provision of this Agreement by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this Agreement.
- 9.8 Counterparts. This Agreement may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding Agreement.
- 9.9 Notice. Any and all notices required or permitted to be given hereunder may be given by personal delivery, or by facsimile or e-mail followed by express mail delivery, or by mailing. If personally delivered, notice shall be deemed given when actually received; if by facsimile or e-mail, notice shall be deemed given when actually received; if by mail, notice shall be deemed given when deposited with the U.S. Postal Service, first class postage prepaid, certified or registered mail return receipt requested, and addressed as follows:

If to the Village of Bensenville:

Village of Bensenville
Attn: Village Manager
12 South Center Street
Bensenville, Illinois 60106

With a copy to:

Patrick K. Bond
Bond, Dickson & Associates, P.C.
400 S. Knoll Street, Unit C
Wheaton, Illinois 60187

If to Chiefs Hockey Club:

President@chiefshockey.org
Secretary@chiefshockey.org

Chiefs Hockey Club
P.O. Box 1292
Elmhurst, IL 60126

9.10 Authority. The Parties and each of them, by their signatures below, represent and warrant that they each have the full right, power and authority to enter into this Agreement and to perform their obligations hereunder; and this Agreement is valid and binding upon and enforceable against them, their heirs, successors and assigns in accordance with its terms. At the time of execution hereof, the parties and each of them shall provide to the others certified copies of corporate resolutions or other enabling resolutions authorizing execution of this Agreement.

9.11 Contract Interpretation. Each Party represents that they have mutually drafted this Agreement and that the rule of contract interpretation construing a contract against the drafter shall not apply.

9.12 No Third-Party Beneficiaries. The Parties agree that no third-party shall have any rights or benefits under this Agreement.

Space left intentionally blank

VILLAGE OF BENSENVILLE

Attest:

By: Michael Cassady, Village Manager

JoEllen Ridder, Village Clerk

Date: _____

Date: _____

CHIEFS HOCKEY CLUB

Attest:

By: Robert Bresson, President

Secretary

Date: _____

Date: _____

E X H I B I T A

WAIVER AND RELEASE OF LIABILITY AGREEMENT

I. Assumption of risk. I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. **Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and THE CHIEFS HOCKEY CLUB, an Illinois not-for-profit corporation, except for risks caused by negligence, wrongful conditions, or breach of contract by the village of Bensenville.** I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.

II. Release and waiver of claims agreement. In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, **I hereby agree to waive any and all claims that I have or may have in the future against the VILLAGE OF BENSENVILLE resulting from my participation in the activities of THE CHIEFS HOCKEY CLUB, at the Arena. Further, I hereby release the VILLAGE OF BENSENVILLE from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the Agreement executed between the VILLAGE OF BENSENVILLE and THE CHIEFS HOCKEY CLUB, due to whatever cause whatsoever, except for risks caused by the negligence of the VILLAGE OF BENSENVILLE.**

III. Binding effect of this agreement. In the event of my death or incapacity, this agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.

IV. Entire agreement. This agreement contains all the terms and conditions of my waiver and release of liability.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS.

Participant

Parent or guardian if participant is a minor

Date

EXHIBIT B

RINK AND LOCKER ROOM RULES

1. Licensee must fill out and sign locker room responsibility contract prior to gaining access to any locker room.
2. Skates must be kept on the rubber floor only and not on or around the bleachers.
3. Playing hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment will be confiscated by rink staff if this policy is not adhered to.
4. Players must be fully clothed when outside of the locker room.
5. Roller blades, roller shoes, bicycles, scooters, and skate boards are not permitted in the rink.
6. No pets allowed in rink.
7. The ice re-surfacer (Zamboni) will not start until all players are off of the ice and doors are closed.
8. User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. E.g. If a practice or game is scheduled from 5:30 pm – 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
9. Users do not have access to the office or any office equipment within it.
10. No food or sport drinks allowed in locker rooms – WATER ONLY is allowed.
11. Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas and particularly locker rooms and adjacent hallways.
12. Chewing tobacco is not allowed in the arena – violation will result in immediate ejection from the facility.
13. ALL trash must be picked up in locker rooms before this form is deemed ACCEPTABLE.
14. Players and or teams that bang sticks on wall and floors as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas.
15. Licensee is required to inform all of its Team Members of these rules and regulations.

LOCKER ROOM RESPONSIBILITY CONTRACT

Date _____ Team and Association _____

Rink (Circle One): JOHN JEFF EAST JEFF WEST Locker Room # _____

Time of day key is checked out _____

Responsible party printed name

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

Responsible party signature _____

Witness (Edge Staff) _____

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

**Reason for non-acceptance _____

Employee name that inspected locker room and received key _____

Time of day key returned _____

(Please not price list on reverse side for cost of damages)

Price List for Damages

Your team will be held liable for all damages to locker rooms that occurred in contracted time frame. Replacement costs that your team will be charged for any and all damage shall not exceed:

Paint touch up	\$60.00
Damaged Bench	\$200.00
Keys	\$5.00
Locks	\$80.00
Showerhead	\$50.00
Outlet	\$30.00
Outlet Cover	\$10.00
Light Cover	\$100.00
Thermostat	\$500.00
Toilet	\$500.00
Sink	\$400.00
Toilet Partition	\$500.00
Shower Partition	\$500.00
Emergency Lights	\$500.00
Coat Hooks	\$250.00
Damaged Ceilings	\$1000.00
Damaged Doors	\$1000.00
Room Deodorizer	\$100.00

EXHIBIT C

ICE TIME/SCHEDULE

A. Regular Ice Slots

In each Annual Operating Year, Licensee shall be responsible for purchasing certain specified ice slots from Licensor. In each Annual Operating Year, from September 1st through and including the end of the 1st week in March, specifically excluding Labor Day Weekend, Thanksgiving Day and the three days following such days, December 25 – January 1, Licensee hereby agrees to purchase from the ice arena the general hours set forth in the following schedule and the exact hours set forth in the detailed schedule.

Monday

7:20 – 8:20 pm John Street

8:30 – 9:30 pm John Street

Tuesday

7:35 – 8:45 pm John Street

Wednesday

5:40 – 6:40 pm John Street

Thursday

7:10 – 8:10 pm John Street

Friday

5:30 – 6:40 pm Jefferson West

6:20 – 7:20 pm Jefferson East

7:30 – 8:30 pm Jefferson East

Saturday

8:10 – 9:10 am Jefferson East

9:20 – 10:20 am Jefferson East

10:30 – 11:30 am Jefferson East

Sunday

1:50 – 2:50 pm Jefferson East

3:00 – 4:00 pm Jefferson East

4:10 – 5:10 pm Jefferson East

5:20 – 6:20 pm Jefferson East

B. Spring Ice Slots

In each Annual Operating Year, from the period beginning April 1st through and including May 30th, specifically excluding Easter Sunday, Licensee hereby agrees to purchase from the ice arena a minimum of the general hours set forth in the following schedule. The weekly Spring season ice requirement shall be determined by dividing the weekly amount of the prior fall season's hours by a factor of two.

Tuesday

6:05 – 7:05 pm John Street

7:15 – 8:15 pm John Street

Friday

5:30 – 6:30 pm Jefferson West

6:40 – 7:40 pm Jefferson West

Sunday

1:00 – 2:00 pm Jefferson East

2:10 – 3:10 pm Jefferson East

3:20 – 4:20 pm Jefferson East

4:30 – 5:30 pm Jefferson East

TYPE: Ordinance **SUBMITTED BY:** S. Viger **DATE:** 04.27.10

DESCRIPTION:

Ordinance approving an amended "Demolition" Ordinance.

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:

Community & Economic Development

DATE:

04.20.10

BACKGROUND

In 2007 the Village enacted two separate amendments to the Demolition Ordinances. These amendments created specific requirements for when the Village could issue a permit to demolish a structurally sound building. The proposed ordinance revising the demolition requirements is attached.

KEY ISSUES:

Does the proposed ordinance provide sufficient safeguards for public safety and ensure proper municipal regulation of the demolition process.

ALTERNATIVES:

Approve the Ordinance as presented.

Approve the Ordinance with altered or additional conditions.

Deny the draft Ordinance.

RECOMMENDATION:

Staff respectfully recommends approval of the draft ordinance as submitted.

At their meeting of April 20, 2010 the C&EDC voted unanimously to approve the Ordinance.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of the amended "demolition ordinance"

VILLAGE OF BENSENVILLE
12 SOUTH CENTER STREET
BENSENVILLE, ILLINOIS 60106

ORDINANCE NO. 2-2007

An Ordinance Amending the Bensenville Village Code, Title 6 (Health and Sanitation), Implementation of a Comprehensive Demolition Regulation Plan for Any Proposed Large Scale or Piecemeal Demolition of Properties in the Village, Including the So-Called "OMP Acquisition Area."

ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF BENSENVILLE
THIS 27th DAY OF FEBRUARY, 2007

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois this 28TH day of February, 2007.



VILLAGE OF BENSENVILLE

12 S. CENTER STREET
BENSENVILLE, ILLINOIS 60106
(630) 766-8200 Fax (630) 350-3449

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


CERTIFICATE

I, Patricia A. Johnson, certify that I am the duly qualified Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois.

I further certify that on February 27, 2007, the Corporate Authorities of such municipality passed and approved **Ordinance No. 2-2007, entitled An Ordinance Amending the Bensenville Village Code, Title 6 (Health and Sanitation), Implementation of a Comprehensive Demolition Regulation Plan for Any Proposed Large Scale or Piecemeal Demolition of Properties in the Village, Including the So-Called "OMP Acquisition Area,"** which provided by its terms that it should be published in pamphlet form.

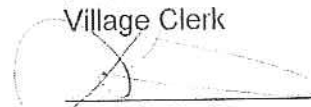
The pamphlet form of Ordinance No. 2-2007, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the Village Hall, commencing on February 28, 2007, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Municipal Clerk.

Dated at Bensenville, Illinois, this 28th day of February, 2007.



Patricia A. Johnson
Village Clerk

By:



Lynn D. Dubman
Deputy Village Clerk

SEAL

ORDINANCE # 2-2007

AN ORDINANCE AMENDING THE BENSENVILLE VILLAGE CODE
IMPLEMENTATION OF A COMPREHENSIVE DEMOLITION REGULATION
PLAN FOR ANY PROPOSED LARGE SCALE OR PIECEMEAL DEMOLITION OF
PROPERTIES IN THE VILLAGE, INCLUDING THE SO-CALLED "OMP
ACQUISITION AREA"

WHEREAS large scale or piecemeal demolition of buildings and structures within the Village of Bensenville, together with the activities associated therewith, threaten the public health, safety and welfare with the following potential problems:

1. The creation of a large uninhabited wasteland surrounding existing property owners and existing residential and business users; and
2. The release into the soil, air, and waters (ground and surface waters) of various hazardous and toxic materials, including asbestos, lead based materials (*e.g.*, lead paint dust), septic wastes, petroleum wastes, hazardous chemicals, polychlorinated biphenyls (PCB's), mercury, and other chemicals; and
3. The creation of public and private nuisances, including, without limitation, emission of dust, smoke, soot, fumes, gases, noise, and foul, offensive, nauseous, noxious or disagreeable odors, effluvia or stench that are extremely repulsive to the physical senses of ordinary persons in such a manner as to annoy, discomfort, injure or inconvenience the public health, safety and welfare; and,
4. Injury to public infrastructure such as streets, water systems, sewers, etc.; and
5. Safety and transportation problems, including hazards to families and children living in the area related to traffic by trucks, trailers, and heavy demolition equipment; and

6. The equalized assessed value of real property located within the Village will be greatly reduced, thereby causing substantial decreases in tax revenues; and,
7. The substantial reduction in tax revenues may force the Village to lay-off police and other personnel thereby reducing or eliminating the Village's ability to provide public services to the community and its residents; and,
8. The reduction of the Village's ability to provide police and public works services will have a direct and deleterious impact on the Village's ability to protect and promote the health, safety, and welfare of its residents and businesses.

WHEREAS the scope and scale of large scale or piecemeal (stop and start) demolition of buildings and structures within the Village of Bensenville and the threats to public health, safety and welfare require comprehensive planning and licensing of large scale or piecemeal (stop and start) demolition activities in the Village of Bensenville; and;

WHEREAS the Illinois General Assembly enacted the "O'Hare Modernization Act" (Public Act 93-450) (hereinafter "OMA") to authorize the City of Chicago to build a series of airport facilities known as the "O'Hare Modernization Program" (hereinafter "OMP"); and;

WHEREAS the Illinois General Assembly in the OMA gave Chicago authority to condemn residential and commercial properties within the Village of Bensenville in an area which has been called the "OMP ACQUISITION AREA" (depicted on a map attached and incorporated herein as Exhibit "A"; solely for the announced governmental purpose of building the OMP and for no other purpose; and;

WHEREAS the "OMP ACQUISITION AREA" contains hundreds of residential dwellings that constitute a valuable resource of residential housing stock, including the largest supply of affordable housing in all of DuPage County; and;

WHEREAS the Village of Bensenville, subject to the health and safety concerns of issuing sound and comprehensive demolition permits for buildings in the "OMP ACQUISITION AREA" (concerns that are addressed in this Ordinance) would otherwise process the required demolition permits if Chicago had a realistic likelihood of actually building the "OMP"; and;

WHEREAS, however it has become apparent that Chicago has mislead State officials, the public and the Village about Chicago's actual ability to construct the OMP; and it now appears that Chicago cannot build the "OMP"; and;

WHEREAS Chicago refuses to produce evidence demonstrating that it can build the OMP; and;

WHEREAS, Chicago has divided the OMP into two phases: Phase 1 and Phase 2; and;

WHEREAS Chicago does not even have the funding needed to construct Phase 1; and;

WHEREAS the O'Hare based airlines (so-called "Majority in Interest" or "MI") airlines have refused to make up the major funding shortfall for Phase 1, and have not made any commitment to approve the billions of dollars in airline backed bonds needed for Phase 2; and;

WHEREAS, Chicago cannot build the portion of the Phase 1 OMP (proposed runway 10C-28C) for which it is purporting to acquire some properties in Bensenville without destroying St. Johannes Religious Cemetery; and;

WHEREAS Chicago is barred from acquiring St. Johannes Religious Cemetery by the Free Exercise Clause of the First Amendment to the United States Constitution; the Illinois Religious Freedom Restoration Act; and the federal Religious Land Use and Institutionalized Persons Act; and;

WHEREAS, Chicago cannot obtain federally approved Airport Improvement Program (AIP) funds and Passenger Facility Charge (PFC) funds for the construction of Runway 10C-28C because the federal government (the Federal Aviation Administration) is barred from providing funding for the destruction of St. Johannes Religious Cemetery by the federal Religious Freedom Restoration and;

WHEREAS without those federally approved AIP and PFC funds Chicago cannot construct those portions of the Phase 1 project for which Chicago is purporting to acquire some properties in Bensenville, and;.

WHEREAS, without an ability to construct the OMP, Chicago has no legal basis for destroying the hundreds of residential dwellings in the "OMP ACQUISITION AREA" that constitute a valuable resource of residential housing stock, including the largest supply of affordable housing in all of DuPage County; and ;

WHEREAS Chicago has refused to disclose to Bensenville which properties in Bensenville Chicago needs for the construction of Phase 1; and there is no evidence that demolition of any properties in Bensenville are needed for the foreseeable future for the construction of Phase 1; and;

WHEREAS, absent an ability to construct the OMP, Chicago, as owner of property in Bensenville, is required to comply with the ordinances and regulations of the Village of Bensenville just as any other property owner in Bensenville; and;

WHEREAS the Village of Bensenville has a strong governmental interest in preserving the physical and environmental character of existing Bensenville land uses and to prevent the destruction of such land uses by large scale or piecemeal demolition of sound structures; and;

WHEREAS Bensenville's strong governmental interest in preserving the physical and environmental character of existing Bensenville land uses and to prevent the destruction of such land uses by large scale or piecemeal demolition of sound structures is necessary to protect neighboring property owners from the injury to their environment, safety and land values that would result from large scale or piecemeal desolation of their communities; and;

WHEREAS Bensenville by this ordinance is adopting demolition requirements in the Acquisition Area and throughout Bensenville that will require any property owner who wishes to demolish existing structurally sound residential and business structures to replace such structures with new residential or business structures within 18 months of demolition so as to preserve the physical and environmental character of existing Bensenville land uses; and;

WHEREAS other communities in DuPage County; Illinois and in the United States have adopted ordinances requiring those who wish to demolish existing structurally sound structures to replace such structures with new structures so as to preserve the physical and environmental character of existing land uses; and;

WHEREAS Bensenville by this ordinance is not seeking to bar Chicago (subject to the public health and safety requirements of this Ordinance) from conducting demolition of homes and businesses in the Acquisition Area for the express purpose of the OMP, if Chicago is able to demonstrate in its demolition permit application filed hereunder that such demolition is actually necessary for the construction of the OMP; and;

WHEREAS upon such a finding by the Village on the permit application, the requirement of this Ordinance that the property owner replace such structures with new residential or business structures would not apply; and;

WHEREAS, 65 ILCS 5/11-19-5 authorizes the Village to regulate the method and procedures for the disposition of refuse, including demolition refuse; and,

WHEREAS, 65 ILCS 5/11-19.1-11 authorizes the Village to adopt regulations governing activities which cause air and water contamination; and,

WHEREAS, 65 ILCS 5/11-20-5 authorizes the Village to adopt regulations necessary or expedient for the promotion of public health; and,

WHEREAS, 65 ILCS 5/11-30-8 authorizes the Village to adopt regulations for drainage control; and,

WHEREAS, 65 ILCS 5/11-30-4 authorizes the Village to regulate various aspects of the building and demolition of buildings; and,

WHEREAS, 65 ILCS 5/11-42-1 authorizes the Village to license, tax and otherwise regulate demolition contractors; and,

WHEREAS, the Corporate Authorities of the Village have determined that it must impose a tax on demolition contractors in an amount sufficient to partially

ameliorate the economic consequences to the Village resulting from the massive demolition of property within the Village's corporate limits; and,

WHEREAS, the Corporate Authorities of the Village of Bensenville have determined that it is necessary to enact a comprehensive amendment of the Village Code to insure that such massive and widespread demolition and activities related thereto, are performed in a manner and according to requirements that will protect the public health, safety, environment, and welfare.

WHEREAS, the Corporate Authorities of the Village of Bensenville have determined that such a comprehensive amendment should require property owners and demolition contractors proposing large scale or piecemeal demolition of structures on multiple parcels of property be required to submit for approval a comprehensive plan for the conduct of the proposed demolition within the Acquisition Area, that the required plan properly and comprehensively address all of issues identified in the recitals to this ordinance and that the plan be implemented in a manner that assures the, to the maximum degree possible, the demolition activities are performed in a in accordance with the plan and in a manner that will protect the public health, safety, and welfare.

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

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

SECTION TWO: That the Bensenville Village Code, Chapter 9- 6 is hereby amended by the insertion of the following language:

"CHAPTER 6a"

**LARGE SCALE OR PIECEMEAL DEMOLITION OF BUILDINGS AND OTHER
STRUCTURES IN BENSENVILLE**

SECTION:

- 9-6a-1: PERMIT REQUIRED**
- 9-6a-2: APPLICATION REQUIREMENTS**
- 9-6a-3: SITE MANAGEMENT REQUIREMENTS**
- 9-6a-4: APPROVAL OF PLANS AND ISSUANCE OF PERMIT**
- 9-6a-5: PERMIT FEES**
- 9-6a-6: ENFORCEMENT AND REMEDIES FOR VIOLATION**
- 9-6a-7: PENALTY**
- 9-6a-8: DEMOLITION CONTRACTOR LICENSING AND TAX**
- 9-6a-9: SEVERABILITY**

9-6a-1: PERMIT REQUIRED:

A. Requirement. It shall be unlawful to engage in any "large scale or piecemeal demolition" activity of any buildings or structures, or to undertake any activities related thereto, including but not limited to: excavation, filling, grading, hauling of demolition debris or refuse, or razing of all or part of a building or structure (hereinafter collectively referred to as "work" or "demolition"), without having first obtained a demolition permit from the Village in accordance with this Chapter. Said demolition permit shall be in addition to all other permits required by the Bensenville Village Code and all other applicable state and federal laws, rules and regulations.

B. Large Scale Or Piecemeal Demolition Of Buildings And Other Structures Defined. The provisions and requirements of this Chapter 9-6a of the Bensenville Code shall apply to any and all locations in Bensenville where the owner of more than one parcel of property containing a building or structure proposes to demolish the buildings or structures on more than one parcel of property within a calendar year. "Large scale or piecemeal demolition" means any proposed demolition at any locations in Bensenville where the owner of more than one parcel of property containing a building or structure proposes to demolish the buildings or structure on more than one parcel of property within a calendar year.

C. Licensed Demolition Contractor Required. It shall be unlawful to demolish any building or structure unless such work is conducted and supervised by a demolition contractor licensed pursuant to this Chapter 6a.

D. Applicability. A demolition permit pursuant to this Chapter 6a shall only be required for any proposed large scale or piecemeal demolition activity anywhere within Bensenville. Proposed demolition activity on individual parcels of property that do not

constitute large scale or piecemeal demolition activity shall be governed by the provisions of Chapter 6.

E. Permits, Fees, and Taxes Not Exclusive. The application, permit, license, tax, and all other fee requirements set forth herein shall be in addition to any other requirements in the Village Code.

F. Exemption. Nothing contained herein shall prevent the emergency demolition of buildings or structures that the Director of Community Development determines in writing that are old, dilapidated, or out of repair so as to be dangerous, unsafe, and unfit for human use and pose an immediate threat to the public health, safety and welfare. In such circumstances, the property owner proposing such emergency demolition must first secure an emergency permit from the Village.

9-6a-2: APPLICATION REQUIREMENTS:

A. Permit Applications. Demolition permit applications shall be filed in triplicate with the Village Clerk on forms provided by the Clerk, together with an application review fee of \$500.00. Applications shall be accompanied by the plans and specifications required by this Chapter, also in triplicate. All plans shall be verified by the signature of the architect, engineer, contractor, or other licensed or certified person in charge of the work to be performed pursuant to each plan.

B. Replacement of Structures. No permit shall be issued pursuant to this Chapter unless the applicant provides plans and specifications for the replacement of all buildings and structures that are proposed to be demolished. The plans and specifications for said replacement buildings or structures shall be in accordance with the Bensenville Zoning Ordinance, and all other applicable provisions of the Bensenville Village Code. In the event that the Applicant fails to begin construction of said replacement buildings or structures within 120 days of the demolition of the existing structure(s) or building(s), and in strict accordance with the plans and specifications required and tendered to the Village pursuant to this paragraph, the Village shall draw the entire value of the Letter of Credit-Application required by Section 9-6a-2(D) to enable the Village to undertake and complete the construction.

C. Replacement of Structures Requirement Not Applicable in "OMP Acquisition Area" Upon Submission of Certain Facts by Chicago. The City of Chicago shall not be required to comply with the requirements of Section 9-6a-2C (Replacement of Structures) within the "OMP Acquisition Area" upon Chicago providing evidence satisfactory to the Director of Community Development that the following conditions exist:

- (1) that Chicago owns all of the properties in the "OMP Acquisition Area" and that there are no other owners or tenants occupying structures in the "OMP Acquisition Area" who might be harmed by demolition activities;

- (2) That it is necessary to demolish the existing structurally sound buildings and structures in order to construct a specific Phase of the OMP — e.g., either OMP Phase 1 or OMP Phase 2;
- (3) That Chicago has the legal authority and has assembled the financial commitments needed to insure that the specific Phase of the OMP for which demolition is proposed will actually be constructed.

Nothing in this subsection exempts Chicago from the other requirements of the Village Code as to property Chicago owns in Bensenville.

D. Letter of Credit. In addition to any other requirements of the Bensenville Village Code, all permit applications shall be accompanied by an irrevocable letter of credit with the Village as a named beneficiary in a form that is acceptable to the Village Attorney and in an amount sufficient to enable the Village to complete the work required by any ultimately issued demolition permit, including the construction of replacement structures or buildings, in the event the Applicant fails to perform the obligations under the permit. The required amount of the Letter-of Credit shall be determined by the Director of Community Development and shall be a requirement and condition of any demolition permit. The Village may, at its sole discretion and without notice, draw upon said Letter of Credit, upon a finding by the Director of Community Development that the Permit Applicant has failed to comply with the requirements of the permit. It shall be the duty of the applicant to maintain the Letter of Credit in the amount established in the demolition permit. Failure to maintain said amount shall result in the immediate termination of the demolition permit and forfeiture of the Letter of Credit to the Village.

E. Comprehensive Permit Application Required For All Properties and Structures Proposed to Be Demolished. If the applicant intends to demolish the buildings or structures on more than one parcel of property in order to accomplish a proposed project, the Applicant must submit a comprehensive permit application providing the plans and details for the coordinated and sequenced demolition of all buildings and structures on all the properties required for the project.

F. Required Plans and Specifications: Every application for a demolition permit under this Chapter 6a shall be accompanied by the following plans and specifications:

1. **Comprehensive Demolition Plan:** All applications shall include a detailed comprehensive demolition plan including the following elements:
 - a. A plat of survey indicating the location of all buildings and structures to be demolished for the proposed project; and,
 - b. The common address, PIN, legal description, title commitment and warranty of title for each property upon which a building or structure is to be demolished; and,

- c. A schedule or timetable for the demolition of said buildings and structures; and,
- d. A proposed "characterization plan" — *i.e.*, a plan for investigating and sampling the properties and structures to determine the presence and quantities of hazardous or toxic materials. The characterization plan must be approved by the Director of Community Development prior to the issuance of the permit and the characterization plan should result in the identification of the location, amount, nature and extent of the following substances or conditions:
 - i. Asbestos, including but not limited to, chrysotile, crocidolite, tremolite, actinolite, anthrophyllite, amosite and related materials; and,
 - ii. Lead-based paint and other materials containing lead; and,
 - iii. Mold; and,
 - iv. Septic systems and components thereof, and,
 - v. Underground and above-ground storage tanks regardless of the material stored therein; and,
 - vi. Pressure treated lumber, including but not limited to lumber treated with chromated copper arsenic; and,
 - vii. Insulation, regardless of the material used; and,
 - viii. All refrigerants, polychlorinated biphenyl, mercury; and,
 - ix. Solvents, anti-freeze, insecticides, rodenticides, pesticides, defoliants, and fertilizers; and,
 - x. Chemical storage or spillage of any kind, whether above or below ground; and,
 - xi. Petroleum or any derivative thereof; and,
 - xii. Any other substances or conditions that threaten, or may threaten, the public health, safety, or welfare.
- e. A plan describing the handling and disposal of hazardous or toxic materials and the manner of removal of demolition debris and any other material or equipment from the area to be demolished, including but not limited to, truck routes, regardless of whether said routes are

entirely within the area to be demolished or on Village rights-of-way, together with a schedule reflecting the time, volume, and specifications for traffic on said routes; and,

2. Temporary Site Restoration Plans and Specifications: Pending restoration or replacement of the buildings and structures, as required by Section 9-6a-2B, the application shall include a detailed site restoration plan depicting all work required to restore the area to be demolished, within fifteen (15) days after completion of demolition, to a safe, clean condition, including without limitation backfilling of any excavation, grading, seeding, fencing, stormwater management, and other similar activities.

3. Storm Water Pollution Prevention Plan (hereinafter "SWPPP"): The application shall include a detailed site plan for the SWPPP depicting the following:

- a. Estimates of the total area to be demolished and the total area to be disturbed by, among other activities, excavation, clearing, grading, debris management and other similar and related activities; and,
- b. A schedule or timetable for the sequence of activities that will disturb soils or drainage, including without limitation, excavation, clearing, grubbing, grading, and other similar and related activities; and,
- c. Estimates of the runoff coefficient of the area to be demolished before, during, and after demolition; and,
- d. Data describing the soil and quality of any discharge from the area to be demolished; and,
- e. The utilization and placement of all erosion and sediment controls measures, including, without limitation, stabilization practices such as silt fences, sediment traps, storm drain inlet and utility protections; and,
- f. A site map labeled as a "Storm Water Pollution Prevention Plan", depicting drainage patterns, approximate slopes before and after demolition, location of vehicles entrances and exits and controls to prevent offsite sediment tracking, areas where stabilization practices will occur, surface waters (and wetlands) and locations where storm water is discharged to surface water, the name of the receiving water(s) and the areal extent of wetland acreage; and,

- g. The SWPPP shall be promptly updated as conditions change on the area to be demolished, and shall include all reports generated by site visits by the IEPA, SWCD, all other regulatory agencies; and,
- h. The SWPPP shall specify the contractors and sub-contractors responsible for the implementation and compliance with the SWPPP; and,
- i. The SWPPP shall be prepared by a professional engineer, and shall be in strict accordance with NPDES Phase I and Phase II regulations and all other applicable state, federal, and local ordinance, statutes, rules and regulations. The SWPPP shall include a certification by the applicant that the demolition of all buildings and structures shall comply with all requirements herein.

4. Construction Traffic, Parking Management and Loading Plans: Such plans and specifications shall include, among other things, the location of public streets, sidewalks, and any other rights-of-way that may be affected by the proposed work; proposed routes for all construction and related traffic, the impacts on such public streets, sidewalks, and any other rights-of-way; the proposed location for all parking of contractor and worker vehicles; the proposed location of any loading or unloading activities to occur within any street, road, or other right-of-way; the volume of traffic caused by the proposed work, the proposed location of the gravel mat required by this section; proposed fencing or other protective measures; and temporary pavement or other temporary accessibility measures. The plans and specifications required herein shall be supported by a traffic study conducted and certified by a licensed traffic control engineer.

5. Materials and Spoils Hauling Plans: The application shall include Materials and Spoils Hauling Plans depicting the proposed route and schedule for the hauling away of all demolition debris from the area to be demolished. In no event shall said demolition debris remain in the area to be demolished for more than twenty-four (24) hours. For the purposes of the this Chapter, demolition debris shall include, without limitation, roofing materials, asphalt, glass, plastics, electrical wires, brick, concrete, soil, rocks, wood (including painted, treated or otherwise coated), plaster and drywall, plumbing fixtures, and any other similar materials generated by demolition and related activities.

6. Dust and Airborne Particulate Control Plan: The application shall include a Dust and Airborne Particulate Control Plan providing for the control of dust and other airborne particles emanating from the area to be demolished or any equipment for the work, including, without limitation, a source of water and spraying equipment and any other measures to be taken to control airborne particles.

7. Plans detailing compliance with all applicable OSHA regulations, including without limitation, 29 C.F.R. 1910 *et seq.* (with particular details regarding 29 C.F.R. 1926.850 *et seq.*) and CPL 2-01.124, by all contractors, subcontractors or other controlling employers.

8. A hydrological survey indicating the location and direction of all aquifers or portions thereof, and the location of all wells, cisterns, septic systems and all other similar facilities that threaten or may threaten said aquifers or portions thereof. The applicant shall submit a plan detailing the protective measures to protect the same from threat, or potential threat of contamination.

9. A plan for the protection and disconnection of all utilities, including but not limited to, water and sewer lines, electrical and telecommunication lines, gas pipes, stormwater lines and any appurtenances thereto. Said plan shall include measures to prevent this disruption of utility service,

G. Other Application Requirements: Every application for a demolition permit shall include all of the following elements:

1. IEPA Approval: The application shall include a certificate or letter of approval of the proposed work by the IEPA or a letter from the IEPA stating that IEPA approval is not required.

2. Certificate of Insurance: The application shall include a certificate of insurance establishing that the applicant has general liability insurance coverage for all damage to persons or property, including public property and private property, that may result from the proposed work in the area to be demolished by the applicant or any of its employees, agents, contractors, or subcontractors. Such insurance coverage shall be in the amount of not less than five million dollars (\$5,000,000.00) per occurrence. Such certificate of insurance shall provide that insurance coverage shall be maintained during the entire time that work is being performed on the area to be demolished pursuant to the demolition permit. The certificate shall list the Village as an additional insured, and that the Village shall receive thirty (30) days prior written notice of any change, termination or expiration of coverage.

H. Variation from Plans: It shall be unlawful for any person to cause or allow any variation from the approved plans and specifications, unless amended plans and specifications showing all proposed variations are first filed and approved by the Village. Proposed amended plans and specifications shall be accompanied by a variation review fee of \$500.00.

I. Fencing: The applicant shall provide a plan depicting the location and specification for safety fencing to be installed around the perimeter of the area to be demolished, in a

location and manner approved by the Director of Community Development. The fencing shall be installed not less than fourteen (14) days before commencement of any work on the area to be demolished. In addition to such perimeter fencing, the applicant shall cause safety fencing to be installed around every tree in the parkway abutting the area to be demolished. Such tree fencing shall be located, so far as feasible, at the drip line of the tree, whether on public or private property; provided, however, that this subsection shall not be construed or applied to authorize placement of tree fencing on private property not owned by the applicant unless proper permission therefor has been secured from the property owner by the applicant. If placement of tree fencing is not feasible at the drip line of the tree, then such fencing shall be installed in a location approved by the Director of Community Development.

J. Prosecution of Demolition or Related Activities: All demolition and related activities shall be diligently and continuously prosecuted until its completion and final approval by the Village. The applicant shall allow the Village, and its contractor, subcontractors, employees, or agents to access the area to be demolished at all times.

9-6a-3: SITE MANAGEMENT STANDARDS: The following site management standards shall apply to all work:

A. Accessibility, Parking And Loading Standards: The applicant shall take all measures to ensure that all pavement or sidewalks within any public right-of-way shall be unobstructed for public use at all times. Failure to do so constitutes a separate violation of this Chapter 6a. No parking, loading or storage of demolition debris, soil, or any other materials shall be permitted within any right-of-way, on any public property, or within twenty feet (20') of any right of way or adjacent public or private property unless specifically approved by the Village and shown on approved accessibility plans as required by this Chapter 6a. The Village may prohibit parking in any particular location on a public right of way if the Director of Community Development determines that such parking has an adverse impact on neighboring property or on traffic control. The use of trucks, trailers, and all other vehicles and heavy equipment shall comply with all provisions of the Village Code related to parking and operation of vehicles, including, but not limited to, the Bensenville Zoning Ordinance and all other applicable provisions of the Bensenville Village Code and the Illinois Traffic Code.

B. Particulate Control: In addition to the Dust and Airborne Particulate Control Plan applicant shall take such other measures to control the emission at all times of airborne particles from the area to be demolished. All buildings, structures or other sources of emission shall be saturated with water. Such spraying shall be undertaken at all times necessary to thoroughly control the creation and migration of airborne particulates from the area to be demolished. The water source for control of airborne particles shall be a water tanker truck with pump capacity of one hundred (100) gallons per minute at the nozzle. Water shall be delivered from the water source to the area to be demolished by a hose with minimum diameter of two and one-half inches (2 1/2"), which diameter may be reduced to one and one-half inches (1 1/2") when on the area to be demolished. In no event shall the Village water system, including but not limited to fire hydrants, be utilized

as a source of water. The applicant shall conduct air monitoring to demonstrate that no emissions of airborne particulates, including but not limited to hazardous substances, asbestos are migrating off of the area to be demolished.

C. Gravel Mat: The applicant shall cause a gravel mat to be installed on the area to be demolished of a size and in a location sufficient to wash down all trucks, trailers, and all other vehicles and heavy equipment used on the area to be demolished and to cause dirt and mud to be removed from the tires of the same. The gravel mat shall be located so as not to interfere with any use by the public of public rights of way and not to cause any nuisance or inconvenience to adjacent public or private property.

D. Sanitation Facilities: Applicant shall provide portable toilets for each person present in the area to be demolished in a number and location approved by the Director of Community Development. The proposed location of any portable toilet shall be depicted on plans submitted at the time of application for the review and approval of the Director of Community Development.

E. Litter Control and Cleanup: Litter and debris at the area to be demolished shall be controlled at all times. The applicant shall designate a person regularly present at the area to be demolished as having responsibility to assure that no litter or debris leaves the area to be demolished and that all litter and debris is removed from the area to be demolished before the end of every day, including weekends and regardless of whether work was conducted that day on the area to be demolished.

F. Street and Sidewalk Cleaning: The applicant shall cause all dirt, mud, gravel, and other debris from the area to be demolished or related to any work conducted on the area to be demolished to be cleaned daily from all sidewalks and streets adjoining and in the area of the area to be demolished.

G. No Trespass: No permit issued pursuant to this Chapter shall authorize or shall be construed to authorize any entry onto property adjoining the area to be demolished or any work for which entry onto property adjoining the area to be demolished is or may be necessary, unless a proper right of entry has been secured from the owner of such property.

H. Compliance with SWPPP: Storm water shall be managed during all phases of the work in accordance with the SWPPP submitted with the application together with any other applicable state, federal or local ordinance, statute, rule, or regulation, including without limitation the Bensenville Village Code and DuPage County Storm Water Ordinance.

I. Damage to Property: No person engaged in any work pursuant to a permit issued under this Chapter shall injure, damage, or destroy, or cause or allow to be injured, damaged, or destroyed, any property, whether public or private, not owned by such person. In the event of any injury, damage, or destruction in violation of this provision, it shall be the duty of the person committing, inflicting, causing, or allowing such injury,

damage, or destruction to promptly repair and restore the injured, damaged, or destroyed property and to pay all of the costs and expenses of such repair and restoration. For purposes of this provision, a person shall be deemed to have caused or allowed injury, damage, or destruction whenever that person, or any contractor, subcontractor, agent, or employee of that person shall have committed or inflicted such injury, damage, or destruction or whenever any work being done by that person, or any contractor, subcontractor, agent, or employee of that person, shall have resulted in such injury, damage, or destruction.

J. Wastewater Discharge: No person shall undertake any work pursuant to a permit issued under this Chapter from which the discharge of any wastewater will be caused or associated, without the prior written approval of the Director of Community Development. It shall be the duty of the person undertaking any such work to direct all wastewater flow to the particular location designated by the Director of Community Development. No person undertaking such work shall cause or allow any cement truck wash to be discharged onto any public property.

K. Safeguards: All persons undertaking work pursuant to a permit issued under this Chapter shall exercise proper care for the safety of all persons and property. Warnings, barricades, and lights shall be maintained when required by the Director of Community Development and, regardless of such requirement, whenever necessary for the protection of pedestrians or vehicular traffic. Temporary roofs over sidewalks and all other public rights of way shall be constructed whenever there is danger to pedestrians from falling articles or materials. All such safety devices, including barricades and fences required herein, shall be subject to the prior written approval of the Director of Community Development.

L. Limitations on Noise: All work undertaken pursuant to a permit issued under this Chapter shall be subject to the provisions of the Bensenville Village Code and the Illinois Environmental Protection Act, and all rules and regulations promulgated thereunder. Further, no person shall operate or cause to be operated any radio, phonograph, telecommunications device, or other such object at such a volume or in any other manner that would cause a nuisance or a disturbance to any person. Every contractor and every permittee shall be responsible for all actions of their employees, agents, and subcontractors hereunder, and shall be liable for all violations of the provisions of this subsection committed by such employees, agents, contractors or subcontractors.

N. Weeds and Long Grass: All persons undertaking work pursuant to a permit issued under this Chapter shall maintain the area to be demolished in compliance with Village standards related to the control of weeds and long grass.

O. Signs: No person shall erect or maintain any sign except in conformance with the provisions of the Bensenville Zoning Ordinance.

P. Limitation of Hours on Demolition Activity. No activities relating to the demolition, including hauling, shall take place prior to eight o'clock (8:00) A.M. or after

five o'clock (5:00) P.M. Monday through Saturday. The provisions of this subsection shall not apply in the event of a collapse or other emergency that endangers human life.

Q. Compliance With Applicable Laws. All demolition debris, waste management, storage, recycling and disposal activities shall be in accordance with all local, state and Federal laws, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Comprehensive Environmental Response and Compensation Act, 42 U.S.C. 2601 *et seq.*, the Clean Water Act, 33 U.S.C. 1251 *et seq.*, the Clean Air Act, 42 U.S.C. 7401 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*, the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 2601 *et seq.*, the Safe Drinking Water Act, 42 U.S.C. 300f *et seq.*, Occupational Safety and Health Act, 29 U.S.C. 650 *et seq.*, and the Illinois Environmental Protection Act, and any rule or regulation promulgated thereunder, and as such may be amended from time to time.

9-6a-4: APPROVAL OF PLANS AND ISSUANCE OF PERMIT:

A. Determination of Compliance by Director of Community Development. The Director of Community Development shall determine if the application is complete, and whether the plans, specifications and the demolition and related work complies with all applicable state, federal, and local statutes, codes, ordinances, rules and regulations. In the event that the Director of Community Development determines that the application has not been fully and properly completed, or that the proposed work would not comply with all applicable state, federal, and local statutes, codes, ordinances, rules and regulations,, then the Director of Community Development shall not approve such application but shall return one (1) copy of such application and one (1) copy of the plans submitted therewith to the applicant, with exceptions noted. If upon review, the Director of Community Development determines that the application has been fully and properly completed, but that the application and/or plans require the approval of the Corporate Authorities or other board, commission or official, then the Director of Community Development shall forward the application to the appropriate board, commission or official in the manner provided therefor. Upon the Director of Community Development's determination that the proposed work would comply with all statutes, codes, ordinances, rules and regulations applicable to such work, that the appropriate fee has been paid and that all required approvals therefor have been obtained, the Director of Community Development shall approve such application and cause a permit to be issued therefor. Upon issuance of a permit, one set of plans shall be returned by the Director of Community Development to the applicant. No permit shall be issued except after approval of the application and plans and the payment of all fees required herein.

B. Permit Condition: Every permit authorizing any work shall be deemed to be conditioned upon the applicant's acceptance of, and agreement to abide by, the provisions of the Bensenville Village Code, whether or not such condition is expressly stated on such permit. In addition, the Village may attach such other and further conditions to the demolition permit for the protection of the public health, safety, and welfare.

9-6a-5: PERMIT FEES:

In addition to all other fees, applicant shall pay to the Village all applicable fees as set forth in Section 9-1-3 of the Bensenville Village Code.

9-6a-6: ENFORCEMENT AND REMEDIES FOR VIOLATION:

A. Enforcement by Director of Community Development. In addition to any other duty provided for by the Bensenville Village Code, it shall be the duty of the Director of Community Development and any lawfully appointed deputies to enforce the provisions of this Chapter. The Director of Community Development is hereby empowered to make such inspections, examinations, and tests and take such other actions on behalf of the Village as may be necessary to enforce the provisions of this Chapter.

B. Letter of Credit Remedy and Enforcement: Should the Applicant fail to comply with any of the requirements of this Ordinance or the requirements and conditions of any demolition permit issued pursuant to this ordinance, the Village may use the letter of credit filed with the Village pursuant to Section 9-6a-2(D) to enable the Village to correct the violations as follows:

1. **Village Right to Draw on Letter of Credit:** The Village shall have the right, at its sole discretion, to draw on the Letter of Credit for all costs incurred by the Village in the event that the applicant fails to comply with the requirements of the Demolition Permit or otherwise fails to comply with this Chapter.

2. **Replenishment of Letter of Credit:** If the Village draws on the Letter of Credit, then the applicant shall replenish the same to the full amount required by this subsection immediately after demand therefor is made to the applicant in writing by the Village. Any failure of the applicant to replenish the Letter of Credit shall result in the immediate cancellation of the demolition permit and all other permits issued by the Village. Said permits shall not be reissued thereafter except after the filing of a new application therefor, payment of all applicable fees, and establishment of a new Letter of Credit.

3. **Return of Unused Letter of Credit:** The Village shall return any unused portion of the site management bond to the applicant, without interest, upon final inspection of the restoration of the area to be demolished.

C. Stop Orders. The Director of Community Development is authorized to issue Stop Orders to prevent and correct violations of the Village Code and any requirements of any Demolition Permit Issued pursuant to this Chapter:

1. **Purposes and Intent for Issuance of Stop Order:** The purposes of a stop order are, among other things: (1) to prevent continuing violations of the Village

Code, ordinances, and regulations related to demolition and the management of demolition sites; (2) to provide time within which existing violations shall be corrected; and (3) to provide time within which proper site management shall be implemented so that future violations are reduced or eliminated. It is the intent of the Village that a stop order be issued for every violation at a demolition site of any provision of the Village Code until all violations are corrected

2. Issuance of Stop Order: Whenever any work is being undertaken or maintained at a demolition site in violation of the Village Code, or otherwise in an unsafe or dangerous manner, then all work at that demolition site shall be stopped by order of the Village Administrator, Director of Community Development, Director of Public Works, or other official authorized by the board of trustees. Upon the issuance of a stop work order, the cited work shall immediately cease. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to the penalties prescribed by this Chapter. If a stop order is made orally, then a written stop order shall be issued by the Village as soon as practicable after the oral stop order is made.

3. Duration of Stop Order: A stop order shall be removed not less than two (2) days after it was issued and only after correction of all violations throughout the demolition site.

D. Revocation of permits: The violation of any provision of this Chapter shall be grounds for revocation of any permit or approval issued pursuant to this Chapter or other provisions of the Village Code.

9-6a-7: PENALTY:

Amount of Fine: In addition to any other remedy provided for in the Bensenville Village Code, and state, federal, or local ordinance, statute, rule or regulation, a person violating any provision of this Chapter 6a shall be fined in the amount of seven hundred fifty dollars (\$750) per violations, with each event or day said violation continues constituting a separate offense.

9-6a-8: DEMOLITION CONTRACTOR LICENSING AND TAX:

A. Demolition Contractors. The term "Demolition Contractor" shall mean any person, individual, company, or corporation engaged in the business of demolishing buildings or structures, furnishing of labor, material, and methods necessary to demolish buildings or structures. The term "Demolition Contractor" shall not be construed to include any person, individual, company, or corporation currently licensed as a plumbing contractor, electrical contractor, or heating, air conditioning or refrigeration contractor pursuant to the Village Code.

- B. License Required: No person shall engage in the business of demolition within the area to be demolished without first having secured a license in the manner provided herein.
- C. Application for License: an application for a demolition contractor license shall be made to the Village Clerk. All licenses shall be subject to the provisions of the Village Code.
- D. License Fee: The amount of the annual license fee for persons engaged in the business of demolition contractor shall be one thousand dollars (\$1000) per year.
- E. Tax Imposed: In addition to any other fees required herein, any demolition contractor shall pay a tax of five hundred dollars (\$500.00), which shall be payable at the time of the issuance of a demolition permit.
- F. Examination Required: No person shall receive such a license until he or she has passed a standardized examination administered and designed by the Community Development Department. Said examination shall be for the purpose of determining that all licensees are knowledgeable in the business of building, contracting, and life safety components of the building code.
- G. Revocation of License: If any licensed demolition contractor violates any provision of the Bensenville Village Code, the demolition license is automatically terminated. Revocation shall be in addition to any other remedy provided for by the Village Code, state, or federal law, rules, and regulations promulgated thereunder.


9-6a-9: SEVERABILITY:

This Chapter, and every provision thereof, shall be considered separable. The invalidity of any section, clause, provision or part or portion of any section, clause or provision of this Chapter shall not affect the validity of any other part or provision of this Chapter. If any part or provision of this Chapter, or the application thereof to any person or circumstance, shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect the remaining parts or provisions of this chapter which can be given effect independently of any portion or provision ruled invalid. To this end, the provisions of this Chapter are declared to be severable.


SECTION THREE: All ordinances in conflict herewith are repealed to the extent of said conflict. In the event that any other ordinance and this Ordinance may apply, the more restrictive ordinance shall control.

SECTION FOUR: This Ordinance shall be 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 27th day of February 2007.


John C. Geils
Village President

ATTEST:


AYES: Adamowski, Basso, Mandziara, Tralewski, Walberg, Williams

NAYS: None

ABSENT: None

9-6-1: APPLICATION FOR PERMIT:

This Chapter 6 shall apply to all individual permits for demolition that do not constitute "large scale or piecemeal demolition" as defined in Chapter 6a. The permit application for the demolition of, or the moving of, any building or other structure within or through the corporate limits of the Village shall set forth in detail the route proposed to be taken by trucks or vehicles engaged in the removal of demolition debris or in the moving such building or other structure, together with a detailed drawing showing the location of such trees, buildings and utilities along the proposed route as may constitute a hazard. As part of the approval process for the granting of a permit for the demolition or the moving of any building or other structure, the (name official) may approve any proposed route or may, when in the exercise of his/her reasonable discretion it is deemed that the proposed route poses significant potential problems for securing the public health, safety and welfare, said (official) may deny such permit application and require that the application be resubmitted identifying a route or routes which mitigate the potential adverse impacts of an originally proposed route. (1976 Code § 21.11)

9-6-2: INSURANCE AND BOND:

Any applicant for a permit for the demolition or movement of any building or other structure shall, prior to issuance of such permit, deposit with the Village Clerk an insurance policy issued by a responsible insurance company authorized to transact business within the State of Illinois which shall include provisions providing for the indemnification and defense of both the applicant and the Village against any and all claims, suits or actions, for losses or other damages whether to persons or property, including exemplary damages, claimed to be directly or indirectly, in whole or in part, due to the demolition or moving operations undertaken by the applicant, whether on public or private property. Such insurance policy shall have a minimum limit of two hundred fifty thousand dollars (\$250,000.00) for bodily injury to any one person and seven hundred fifty thousand dollars (\$750,000.00) for bodily injury in the aggregate, and a minimum limit of five hundred thousand dollars (\$500,000.00) for property damage.

In addition to the public liability insurance aforesaid, the applicant shall deposit a cash bond in the amount of five thousand dollars (\$5000.00) with the Community Development Department to insure that the Village streets, sidewalks, trees, shrubs, plants and greenery shall be restored to their condition prior to such demolition or moving operations. Upon proper restoration the cash bond shall be refunded. (Ord. 09-86 4-3-1986, eff. 5-1-1986)

9-6-3: UTILITY DISCONNECTIONS:

Prior to the commencement of any demolition or moving activity, the applicant or his/her agents or contractors shall cause all private utility companies to cause their services to be removed, sealed or capped, as may be safe and appropriate. Thereafter, the applicant shall notify the Village that all such required actions have been completed and the (official) shall inspect the premise that is the subject of the permit for the purpose of assuring that such action has been properly completed. (1976 Code § 21.11)

9-6-4: STANDING IN STREETS:

No building or other structure which is in the process of being moved shall be allowed to stand in any street for more than four (4) hours at any time, except in case of accident or other occurrence beyond the reasonable control of the applicant as reasonably determined by the (official). The applicant shall promptly undertake such actions as may reasonably be necessary to ameliorate any obstacle to the movement of the building or other structure and shall cooperate with the Village's police department in providing such security and other safety measures as may be appropriate to secure the public health, safety and welfare. Should the delay in the movement be deemed by the (official) to be within the applicant's reasonable control or should the applicant fail to cooperate to ameliorate reasonable public safety concerns raised by any such delay, the applicant shall be deemed to be in violation of this Chapter and shall be subject to the fine provided for in Section 9-6-6 of this Code. The mover shall provide a watchman for any building which remains on any public street for more than four (4) hours. (1976 Code § 21.11)

9-6-5: WARNING LIGHTS:

Red lights or flares shall be so displayed at night as to warn passersby and motorists of all danger spots in and about the building being moved. (1976 Code § 21.11)

9-6-6: BLOCKING STREETS; PENALTY:

Should an applicant cause or suffer a building or other structure being removed under the provisions of this Chapter block or otherwise occupy any street or alley or other public ground including public rights-of-way or easements of the Village for any time longer than that specified in Section 9-6-4 of this Chapter, then such applicant shall be subject to a penalty of seven hundred fifty (\$750.00) dollars for each and every twenty four (24) hour period during which the said condition shall occur. In addition, such building shall be deemed a public nuisance. (1976 Code § 21.11)

9-6-7: DEMOLITION; WARNING SIGNALS:

Any applicant in the process of demolishing a building or other structure shall be responsible for the proper placement of warning signs, lights or other signals and barriers to denote all danger spots in and about the building or other structure being demolished. Said applicant shall make certain that any remaining foundation is filled in and leveled so as to not pose a danger to the public health, safety and welfare. Such applicant shall cause the safe and clean removal of all debris, materials or other residue that are byproducts of the demotion and shall leave the premises in a clean and safe condition. The property shall be properly graded and restored in conformance with (site Code section), such restoration to be completed within fourteen (14) days of the completion of the demolition. (1976 Code § 21.11)

9-6-8: CLEARANCE ON STREET:

As a precondition to the issuance of a permit for the moving and relocating of any building or structure along or upon any Village street, alley or other public right-of-way or easement, the applicant shall demonstrate that the building or other structure being moved shall be of a width which maintains a minimum clearance of two and one-half feet (2 1/2') from the gutter face of the curb on each side of the said street or alley, or in the case of streets or alleys with no gutter curbing, the building or structure width shall be minimally five feet (5') less in width than the width of the paved portion of the street or alley along any proposed route. Further, no permit shall be issued which would permit the movement of a building or other structure having a height greater than two and one-half (2 1/2) stories. (1976 Code § 21.11)

9-6-9: CONFORMITY TO REGULATIONS:

No building or other structure shall be moved to a new location within the Village unless, upon such relocation, the building or other structure shall, as so relocated, fully comply with all applicable codes, ordinances, rules or regulations of the Village including, but not by way of limitation, all zoning regulations. (1976 Code § 21.11)

9-6-10. REPLACEMENT BUILDING OR STRUCTURE:

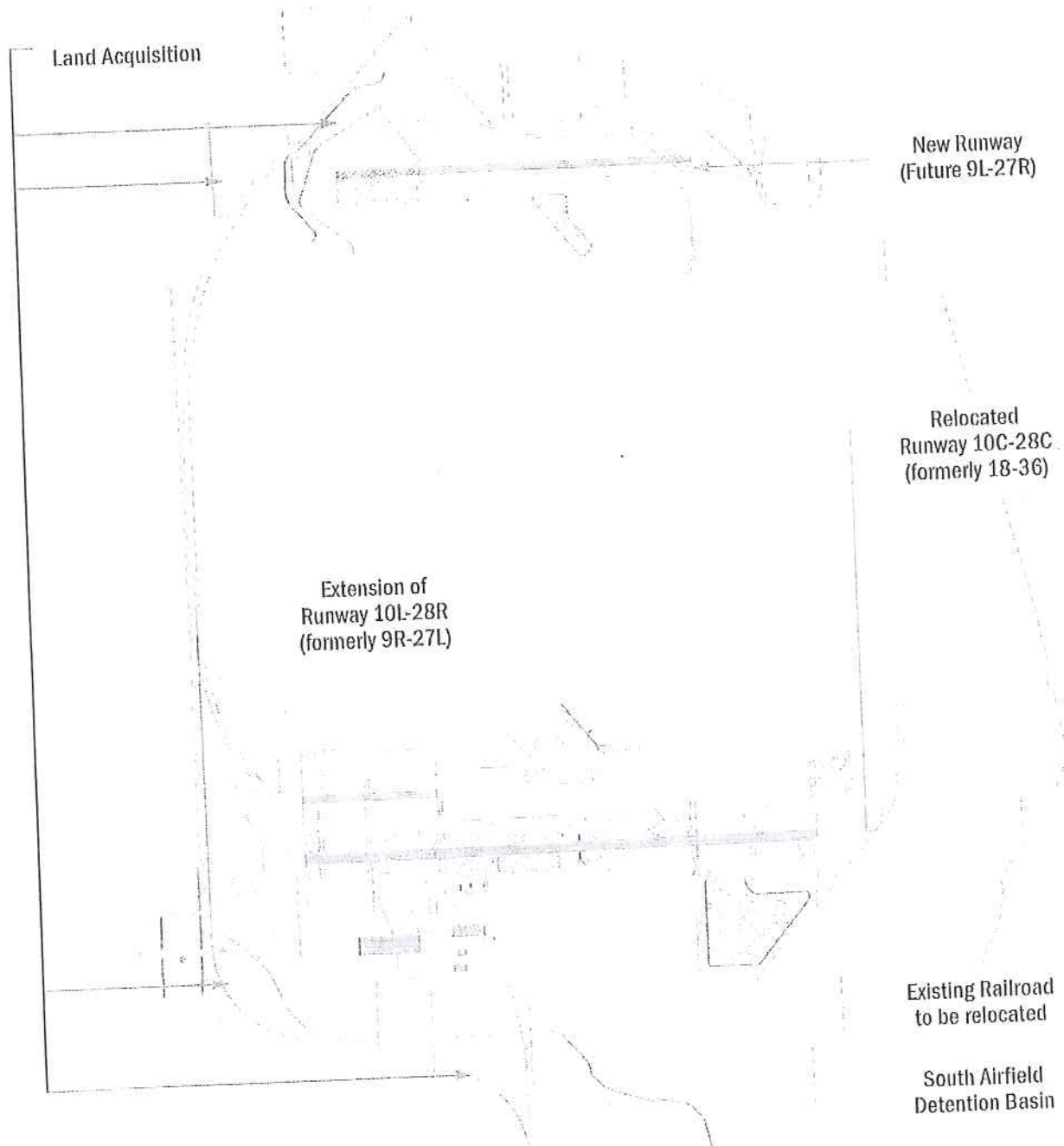
No permit shall be issued authorizing the demolition of a structurally sound building or other structure unless the applicant therefore complies with Section 9-6a-2B of this Code requiring that such structurally sound building or structure must be replaced with a building or structure of equal or greater value which replacement building or structure shall, in all respects, comply with all applicable codes, ordinances, rules or regulations of the Village including, but not by way of limitation, all zoning regulations. This precondition shall be deemed to have been met if the applicant for the demolition permit has secured a building permit for the replacement building or structure and posted adequate and acceptable security guarantying the construction of the replacement building or structure. Such replacement construction shall be commenced within eighteen (18) months of the demolition and, thereafter, diligently prosecuted to completion.

9-6-11. PUBLIC SAFETY CONDITIONS:

In addition to any other requirements contained in this Chapter 6, an application for the proposed demolition of any building or other structure may contain such additional conditions and requirements as the Director of Community Development may, in the exercise of reasonable discretion, deem reasonably necessary or appropriate for the protection of the public health, safety and welfare. These requirements and conditions may include any of the requirements of Chapter 9-6a of this Code.

OMP Acquisition Area
Exhibit "A"

PHASE ONE PROJECT ELEMENTS



Richard M. Daley
Mayor
City of Chicago



Rosemarie S. Andolino
Executive Director
O'Hare Modernization Program

O'Hare Modernization Program
O'HARE INTERNATIONAL AIRPORT

ORDINANCE # 22-2007

AN ORDINANCE AMENDING THE BENSENVILLE VILLAGE CODE
CHAPTER 6 -BUILDING MOVING AND DEMOLITION

WHEREAS, 65 ILCS 5/11-30-4 authorizes the Village to regulate various aspects of the construction and demolition of buildings and structures; and,

WHEREAS, 65 ILCS 5/11-19-5 authorizes the Village to regulate the method and procedures for the disposition of refuse, including demolition refuse; and,

WHEREAS, 65 ILCS 5/11-20-5 authorizes the Village to adopt regulations necessary or expedient for the promotion of the public health, safety and welfare; and,

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

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

SECTION TWO: That Title 9, Chapter 6 of the Bensenville Village Code is hereby deleted in its entirety, and the following is hereby inserted in lieu thereof:

“CHAPTER 6

BUILDING MOVING AND DEMOLITION

SECTION:

- 9-6-1: PERMIT REQUIRED
- 9-6-2: APPLICATION REQUIREMENTS
- 9-6-3: INSURANCE AND BOND
- 9-6-4: UTILITY DISCONNECTIONS
- 9-6-5: STANDING IN STREETS
- 9-6-6: WARNING LIGHTS AND SIGNALS
- 9-6-7: BLOCKING OF STREETS PROHIBITED
- 9-6-8: CLEARANCE ON STREETS
- 9-6-9: CONFORMITY TO REGULATIONS
- 9-6-10: ADDITIONAL REQUIREMENTS

- 9-6-11: REPLACEMENT OF BUILDINGS AND STRUCTURES
- 9-6-12: PERMIT CONDITIONS AND REQUIREMENTS
- 9-6-13: PENALTIES
- 9-6-14: SEVERABILITY

9-6-1: PERMIT REQUIRED:

A. Requirement. It shall be unlawful to move or demolish any building or other structure, or to undertake any activities related thereto, including without limitation: excavation, filling, grading, hauling of debris or refuse, or razing of all or part of a building or other structure (hereinafter collectively referred to as "moving", "demolition" or "work") without having first obtained a Demolition Permit from the Village in accordance with this Chapter.

B. Applicability. Unless expressly provided in Section 9-6a-1, *et seq.*, this Chapter shall not apply to demolition as more fully defined therein.

C. A Demolition Permit shall be in addition to all other permits required by the Bensenville Village Code and all other applicable state and federal laws, rules and regulations.

9-6-2: APPLICATION REQUIREMENTS:

A. All applications for Demolition Permits ("Applications") shall be filed with the Village Clerk, on forms promulgated thereby, together with an Application review fee of \$100.00. Applications shall be accompanied by the plans and specifications required by this Chapter. All plans and specifications shall be verified by the signature of the architect, engineer, contractor, or other licensed or certified person in charge of the demolition, moving or work to be performed pursuant to each plan.

B. The Application shall set forth, in detail, the proposed route to be taken by trucks or vehicles engaged in the demolition, moving, or other work associated with the same. The application shall also contain a detailed drawing depicting potential hazards, including, without limitation, the location of trees, buildings, utilities, traffic control devices, railroad crossing and any other object or condition along the proposed route that may constitute a hazard.

C. The Director of Community Development, or his designee, ("Director") shall approve or reject the Application within thirty (30) days of the filing thereof. The Director may reject an Application if the same fails to comply with the requirements of this Chapter, or if the proposed demolition, moving, or work constitutes a threat to the public health, safety or welfare.

9-6-3: INSURANCE AND BOND:

A. All Applications shall be accompanied by an insurance policy issued by a responsible insurance company authorized to transact business within the State of Illinois. The insurance policy endorsement shall name the Village, its Corporate Authorities, officers, employees, agents, and contractors as additional insured parties. In addition, the policy

shall provide for the indemnification and defense of both the Applicant and the Village, its Corporate Authorities, officers, employees, agents, and contractors, against any and all claims, suits or actions, for losses or other damages whether to persons or property, including exemplary damages, claimed to be directly or indirectly, in whole or in part, due to the demolition, work or undertaken by the Applicant. Said policy shall have a minimum limit of two hundred fifty thousand dollars (\$250,000.00) for bodily injury to any one person and seven hundred fifty thousand dollars (\$750,000.00) for bodily injury in the aggregate, and a minimum limit of five hundred thousand dollars (\$500,000.00) for property damage.

B. In addition to the foregoing, the Applicant shall deposit with the Clerk, a cash bond in an amount deemed sufficient by the Director to ensure that Village streets, sidewalks, trees, shrubs, plants, greenery, and infrastructure shall be restored to their condition prior to such demolition, moving, or work. Upon such proper restoration, the cash bond shall be refunded.

C. A Demolition Permit shall not be issued until the requirements of this Section have been satisfied.

9-6-4: UTILITY DISCONNECTIONS:

A. Prior to the commencement of any demolition, moving, or work, all private utility lines, pipes, other delivery systems and appurtenances thereof, shall be disconnected and removed, sealed, capped, or otherwise made safe.

B. Upon the disconnection and removal, sealing, capping, or completion of such other safety measure(s), the Applicant shall notify the Village that all such required actions have been completed and the Director shall inspect the premises that is subject to the Demolition Permit ("Subject Property"), to ensure that the requirements of this Section, and any other applicable provision of the Village Code has been satisfied.

9-6-5: STANDING IN STREETS:

No building or other structure which is in the process of being moved shall be allowed to stand in any street for more than four (4) hours at any time, except in case of accident or other occurrence beyond the reasonable control of the Applicant. The Applicant shall promptly undertake such actions as may reasonably be necessary to ameliorate any obstacle to the movement of the building or other structure and shall cooperate with the Village's police department in providing such security and other safety measures as may be appropriate to secure the public health, safety and welfare. Should the delay in the movement be deemed by the Director to be within the reasonable control of the Applicant or should the Applicant fail to cooperate, the Applicant shall be in violation of this Chapter and accordingly, subject to the fines provided for in this Chapter, together with such other and further judicial relief as may be deemed appropriate by the Director. The Applicant shall provide a watchman for any building or structure which remains on any public street for more than four (4) hours.

9-6-6: WARNING LIGHTS AND SIGNALS:

Red lights or flares shall be so displayed at night as to warn passersby and motorists of all danger spots in and about the building or any other structure being moved. Applicants shall otherwise place warning signs, lights or other signals and barriers to alert and protect the public from all hazards.

9-6-7: BLOCKING OF STREETS PROHIBITED:

It shall be unlawful to cause or allow a building or other structure being moved under the provisions of this Chapter to block or otherwise occupy any street or alley or other public ground including public rights-of-way or easements of the Village for any time longer than four (4) hours.

9-6-8: CLEARANCE ON STREETS:

As a precondition to the issuance of a permit for the moving and relocating of any building or structure along or upon any Village street, alley or other public right-of-way or easement, the applicant shall demonstrate that the building or other structure being moved shall be of a width which maintains a minimum clearance of two and one-half feet (2 1/2') from the gutter face of the curb on each side of the said street or alley, or in the case of streets or alleys with no gutter curbing, the building or structure width shall be minimally five feet (5') less in width than the width of the paved portion of the street or alley along any proposed route. Further, no permit shall be issued which would permit the movement of a building or other structure having a height greater than two and one-half (2 1/2) stories.

9-6-9: CONFORMITY TO REGULATIONS:

No building or other structure shall be moved to a new location within the Village unless, upon such relocation, the building or other structure shall, as so relocated, fully comply with all applicable codes, ordinances, rules or regulations of the Village including, but not by way of limitation, all zoning regulations.

9-6-10: ADDITIONAL REQUIREMENTS:

In addition to any other requirements of the Village Code, the Applicant shall cause the foundation or any building or other structure to be filled and leveled in a safe manner so as to protect the public health, safety and welfare. Such applicant shall cause the safe and clean removal of all debris, materials or other residue that are byproducts of the demolition and shall leave the premises in a clean and safe condition. The property shall be properly graded and restored in conformance with the Village and all state and federal statutes, rules or regulations. Such restoration shall be completed within fourteen (14) days of the completion of the Demolition.

9-6-11: REPLACEMENT OF BUILDINGS AND OTHER STRUCTURES:

No permit shall be issued authorizing the demolition of a structurally sound building or other structure unless the Applicant complies with Section 9-6a-2(B) of this Code, requiring that such structurally sound building or any other structure shall be replaced. Such replacement building or other structure shall be of equal or greater value than the demolished building or structure. All replacement buildings or other structures shall

comply with all applicable codes, ordinances, rules or regulations of the Village including, but not by way of limitation, all zoning regulations. This provision shall be satisfied if the Applicant has secured a building permit for the replacement building(s) or other structure(s) and posted adequate and acceptable security guarantying the construction of the same. Such replacement construction shall be commenced within one hundred twenty (120) days of the demolition and, thereafter, diligently prosecuted to completion.

9-6-12: PERMIT CONDITIONS AND REQUIREMENTS:

In addition to the requirements set forth this Chapter, the Director shall impose such other and further conditions and requirements on a Demolition Permit so as to protect the public health, safety and welfare. The Director shall exercise reasonable discretion in determining the necessary conditions and requirements. The conditions and requirements may include any of the requirements set forth in Chapter 6a of this Code.

9-6-13: PENALTIES:

A. Any and all violations of this Chapter, or of the conditions or requirements of a Demolition Permit, shall be subject to a penalty of seven hundred fifty (\$750.00) dollars per occurrence. Each and every twenty four (24) hour period during which the violation continues shall be deemed a separate offense.

B. Any building or other structure demolished or moved in violation of this Chapter or the conditions or requirements of a Demolition Permit shall constitute a public nuisance pursuant to the Village Code.

C. This provision does not constitute the exclusive remedy of the Village. The Village is hereby authorized to take such necessary actions, including the institution of legal proceedings, as may be appropriate."


9-6-14: SEVERABILITY:

This Chapter, and every provision thereof, shall be considered separable. The invalidity of any section, clause, provision or part or portion of any section, clause or provision of this Chapter shall not affect the validity of any other part or provision of this Chapter. If any part or provision of this Chapter, or the application thereof to any person or circumstance, shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect the remaining parts or provisions of this chapter which can be given effect independently of any portion or provision ruled invalid. To this end, the provisions of this Chapter are declared to be severable."

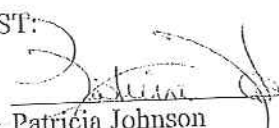
SECTION THREE: All ordinances in conflict herewith are repealed to the extent of said conflict. In the event that any other ordinance and this Ordinance may apply, the more restrictive ordinance shall control.

SECTION FOUR: This Ordinance shall be 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 17th day of April 2007.


John G. Geils
Village President Pro Tem

ATTEST:


Patricia Johnson
Village Clerk

AYES: Adamowski, Basso, Mandziara, Tralewski, Williams

NAYES: None

ABSENT: Geils

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 9 CHAPTER 6 BUILDING
MOVING AND DEMOLITION OF THE BENSENVILLE VILLAGE CODE**

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

WHEREAS, the Village is authorized, pursuant to 65 ILCS 5/11-13-1, to regulate the moving and demolition of buildings located within the Village in order to promote the public health of the citizens of the Village and to enhance the value of property; and

WHEREAS, the Village amended its Village Code requirements concerning the building moving and demolition of buildings located within the Village in 2007 to provide for significantly greater restrictions on building moving and demolition generally applicable and to provide for significantly greater restrictions on building moving and demolition specifically applicable to an area within the Village commonly known as the O'Hare Modernization Project Acquisition Area (hereinafter the "OMP Area"); and

WHEREAS, the Illinois Appellate Court recently determined in *Village of Bensenville v. City of Chicago*, 389 Ill. App. 3d 446, 906 N.E.2d 556 (2d Dist. 2009) that the O'Hare Modernization Act 620 ILCS 65/1 *et seq.* preempted the Village's Building Moving and Demolition Ordinance and that the Village cannot regulate building, moving and demolition in the OMP Area; and

WHEREAS, the Village has determined that it cannot enforce many of the current building, moving and demolition provisions of the Village Code based on the court's decision in *Village of Bensenville v. City of Chicago*, 389 Ill. App. 3d 446, 906 N.E.2d 556 (2d Dist. 2009); and

WHEREAS, the Village has further determined that the requirements as provided in the current building, moving and demolition provisions of the Village Code are too restrictive and onerous on individuals and developers desiring to move or demolish buildings in the Village; and

WHEREAS, the Village has determined that that the requirements as provided in the current building moving and demolition provisions of the Village Code discourage economic growth and development in the Village and encourage the maintenance of unwanted structures that may otherwise be safely moved or demolished; and

WHEREAS, the Village has determined that many of the building, moving and demolition provisions contained in the Village Code prior to the 2007 amendment better provide for building, moving and demolition in that they strike a balance between the Village's concerns for the health and safety of Village residents and the Village's concerns for the vital economic growth and development of the Village; and

WHEREAS, for the reasons set forth above, the Village has determined that it is in the best interests of the Village and its citizens to amend Title 9 Chapter 6 Building Moving and Demolition of the Village Code.

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

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

SECTION TWO: That the Village Code of the Village of Bensenville be and the same is amended hereby as follows:

9-6-1: PERMIT REQUIRED: No building or structure, or major portion of any building or structure, located in the village shall be moved or demolished without a permit having been issued from the Village Director of Community Development, or his designee ("Director").

9-6-2: APPLICATION FOR PERMIT: The permit application for the moving or demolition of a building shall be filed with the Director along with an application review fee of One Hundred and 00/100 Dollars (\$100.00).

A. The permit application shall set forth in detail and include:

1. A current plat of survey depicting the property on which the building proposed to be moved or demolished is situated together with the applicable property index number(s).

2. Any other necessary information as required by this Chapter or as determined by the Director in the interest of the health and safety of Village residents and businesses.

9-6-3: APPROVAL OF PERMIT: The Director shall approve an application within thirty (30) days of its submission to the Director, or within the same time frame, the Director shall reject the application if the same fails to comply with the requirements of this Chapter, or if the proposed demolition, moving, or work constitutes a threat to the public health, safety or welfare.

9-6-4: REVOCATION OR SUSPENSION OF PERMIT:

If the Director determines that the requirements of this section and any

other applicable provision of this Code have not been satisfied after issuance of a permit, the Director is authorized to suspend or revoke any permit previously issued pursuant to this Chapter.

9-6-5: INSURANCE AND BOND:

A. Before any permit is granted to demolish or move a building, the person or entity who proposes to engage in such demolition or moving work shall file with the Director an insurance policy issued by a responsible insurance company indemnifying and protecting both the applicant and the Village against loss, suits for damage and damages, including exemplary damages, claimed to be directly or indirectly, in whole or in part, due to the moving or demolition operations of the applicant, whether on public or private property. Such insurance policy shall have a minimum limit of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) for bodily injury to any one person and Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) for bodily injury in the aggregate, and a minimum limit of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for property damage.

B. In addition to the public liability insurance aforesaid, the applicant shall deposit a cash bond or a check in the amount of One Thousand and 00/100 Dollars (\$1,000.00) with the Director to insure that the Village streets, sidewalks, trees, shrubs, plants and greenery shall be restored to their condition prior to such demolition or moving operations. Upon proper restoration, the cash bond shall be refunded.

9-6-6: UTILITY DISCONNECTIONS:

- A. Before any permit is issued by the Director, the owner or his agent shall notify the Village and all private utility companies having service connections with such building and obtain a release from all such utility companies stating that their services have been removed, sealed or plugged in a safe manner. A copy of said release shall be provided to the Village.
- B. The Director may issue a preliminary demolition permit within two (2) weeks of the filing of the application for a demolition permit solely for the purpose of utility disconnections.
- C. Before any building is moved or demolished, the owner or his agent shall, not less than one (1) week before the proposed date of the moving or demolition of a building, schedule a final inspection of the applicable premises with the Director to insure that the requirements of this section and any other applicable provision of this Code have been satisfied.
- D. Before any building is moved or demolished, the Director shall, not more than two (2) days before the proposed date of the moving or demolition of a building, inspect the applicable premises to insure that the requirements of this section and any other applicable provision of this Code have been satisfied.

9-6-7: DEMOLITION REQUIREMENTS:

- A. Demolition. All demolition shall be conducted pursuant to this Chapter any applicable state and federal regulations.
- B. Temporary Fence. All demolition sites shall be enclosed by a

continuous chain link fence, without barbs, six feet (6') in height. The base of the temporary fence shall be fitted with a thirty-six inch (36") silt screen.

C. Dust Control. Permittee shall manage the dust created during the course of the demolition through water spray down procedures. Permittee shall maintain a water hose on site connected to a water truck.

D. Debris. All demolition debris shall be removed from the site pursuant to this Chapter and any applicable state and federal regulations.

E. Foundations. Any concrete or other foundation including but not limited to basement slabs shall be completely removed from the site. The foundation shall be back filled and graded to level conditions. Under no circumstances shall debris from the demolition be used to backfill the foundation.

F. Grass. Within forty-five (45) days of the date of demolition, the site shall be fully grass seeded and grass shall be visibly growing on the site.

9-6-8: STANDING IN STREETS: No building in the process of being moved shall be allowed to stand in any street for more than four (4) hours at any time, except in case of accident to equipment or property which, in the judgment of the Director, will necessitate repair or correction before the moving operation can proceed safely, or because of unavoidable delay due to causes certified to by the Chief of Police of the Village to be beyond the contractor's control. The mover shall provide a watchman for any building which remains on any public street for more than four (4) hours.

9-6-9: WARNING LIGHTS: Red lights or flares shall be so displayed at night as to warn passersby and motorists of all danger spots in and about the building being moved.

9-6-10: BLOCKING STREETS; PENALTY: The owner of any building or the contractor for its removal, or both, who shall cause or suffer the same to be upon or remain in any of the streets or alleys or upon the public grounds of the Village for any time longer than that specified in Section 9-6-7 of this Chapter shall pay a penalty of not less than Seven Hundred Fifty and 00/100 Dollars (\$750.00), and a like penalty for every twenty four (24) hours the same shall be continued. Such conduct shall be deemed a public nuisance.

9-6-11: DEMOLITION; WARNING SIGNALS: Any person in the process of demolishing a building shall be responsible for the proper placing of warning signs, lights or other signals to denote all danger spots in and about the building being wrecked.

9-6-12: CLEARANCE ON STREET: It shall be unlawful for any person to move onto or along any street or alley in the Village, any house, building or other structure or thing of a width which does not permit a minimum clearance of two and one-half feet ($2\frac{1}{2}$) from the gutter face of the curb on each side of the street or alley, or in the case of streets or alleys with no gutter curbing, the building or structure width shall be no more than five feet (5') less than the width of the paved portion of the street or alley along any proposed route in the Village, nor shall a building

more than two and one-half (2¹/₂) stories high be so moved.

9-6-13: CONFORMITY TO REGULATIONS: No building shall be moved to a new location within the Village unless it shall comply in respect to use and with the Bensenville Zoning Ordinance and this Code.

9-6-14: EMERGENCY DEMOLITION

Upon the determination of the Director that a structure shall be demolished due to damage as the result of a storm or fire or shall be demolished on account of an imminent threat to the health and safety of Village citizens, the provisions of this section shall not apply.

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 ____ day of March, 2009.

APPROVED:

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

TYPE: Ordinance **SUBMITTED BY:** Andrew Schaeffer **DATE:** 04/21/2010

DESCRIPTION: Declaring certain computer and phone equipment as surplus property and providing for various means of disposing, selling or recycling of this property.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Administration, Finance & Legislation Committee unanimously recommended passage of the Ordinance declaring this equipment as surplus

DATE: 04/20/2010

BACKGROUND: The Village has years of surplus computer equipment (monitors, CPUs, etc) sitting in storage at Village Hall (basement) and Public Works. This equipment is dated and unusable. It needs to be disposed of by an authorized recycling company and in a manner that insures that all data on the CPUs is destroyed. Quotations on the recycling of the computer related equipment were obtained from three sources – CDW, Dell and Unitec Recycling. Assuming that this equipment is declared as surplus, staff proposes to utilize Unitec Recycling to dispose of this equipment at a cost of \$400 to \$500 in comparison to pricing obtained from CDW and Dell with exceeded \$1,500.

With the change in cellular service, there are also a number of surplus cell phones that need to be recycled or sold. These include old phones from T-Mobile and Sprint along with various accessories. Assuming this equipment is declared by the Board as surplus, it would be staffs intent to sell it. Revenues from the sale of this equipment are estimated at \$500 to \$1,000 dollars.

Detailed listings of the equipment which is to be declared surplus is attached as an exhibit to the Ordinance.

KEY ISSUES: Given the fact that the old computers could contain confidential information, the Village needs to ensure that the old CUPs are destroyed in a manner that makes the data un-retrievable. Additionally, the disposal of certain components is regulated due to potential environmental impacts. Compliance with these regulations is also important. As a result of these two factors disposal of this type of surplus property can be high depending on type of equipment and quantity. Committee recommended that consideration be given to the donation of the older cell phones to non-for profit organizations for distribution to those in need. This will be pursued. Additionally it was recommended that other governmental units be provided the opportunity to take certain pieces of computer equipment such as printers. The language of the ordinance will allow both options to be pursued.

ALTERNATIVES:

- In terms of the computer equipment, Village could use CDW and Dell but the cost would be significantly higher.
- As an alternative, the phones could be donated.

RECOMMENDATION: The Administration, Finance and Legislation Committee unanimously recommended to the Village Board the declaration of the listed equipment as surplus and to proceed with its deposition with consideration of the donation of the certain cell phones and printers.

BUDGET IMPACT: The projected expense to recycle the computer equipment is approximately \$500 which will be covered under the account created for the annual computer replacement program. This cost will be offset by the estimated \$500 to \$1,000 of additional revenue generated from the sale of the phones.

ACTION REQUIRED: Board approval of ordinance declaring certain computer and phone equipment as surplus and authorizing its disposition.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE SALE OR DISPOSAL OF
PERSONAL PROPERTY DEEMED NO LONGER NECESSARY
OR USEFUL TO THE VILLAGE OF BENSENVILLE**

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

WHEREAS, the Village is authorized, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76-4, to sell or dispose of personal property owned by the Village in such manner as the Village deems appropriate; and

WHEREAS, the Village owns personal property as specifically described in Exhibit A, attached hereto and incorporated herein by reference, which property is no longer necessary or beneficial to the Village; and

WHEREAS, in the opinion of a majority of the Corporate Authorities of the Village, it is no longer necessary or useful or in the best interests of the Village to retain ownership of the personal property described in Exhibit A; and

WHEREAS, it has been determined by a majority of the Corporate Authorities of the Village to sell or dispose of the personal property described in Exhibit A in an appropriate and lawful manner.

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

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

SECTION TWO: That, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76-4, the Corporate Authorities of the Village find, by majority vote, that the personal property

described in Exhibit A, attached hereto, is no longer necessary or useful to the Village, and the best interests of the Village will be served by the sale or disposal of the property.

SECTION THREE: Pursuant to Section 11-76-4, the Village Manager, in conjunction with staff he so designates, is hereby authorized and directed to sell or dispose, through all lawful means, without the requirement of advertising the property for sale, personal property described in Exhibit A on terms which assure the most advantageous method of sale or disposal of the equipment, including entering into any sale or disposal agreement providing such sale or disposal.

SECTION FOUR: That upon full payment for the personal property, or compliance with the disposal method chosen, the Village Manager is hereby authorized and directed to convey and transfer title, if any, to the purchaser or ultimate owner of the personal property.

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 27th day of April, 2010.

APPROVED:

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Published in Pamphlet Form: _____, 2010.

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Machines to be Recycled

Computers

No Name
Compaq
Compaq
Compaq
Compaq
Compaq
Compaq
Compaq Proliant
HP Compaq DX2300
HP Pavillion
Dell Dimenstion 4400
Dell Dimenstion 4400
Dell Dimenstion 4400
Dell
Acer Power F2
Acer Power F2
Acer Power Series
Acer Power Series
Acer Power Series
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Acer Power Series
Acer Power Series
Acer Power Series
Acer Power SP
AOPEN
AOPEN
Macintosh

Serial Number

970136747
6B1AKF83G0X9
681AKF83H1M0
681AKF83H195
6039FR4ZZ289
2483803
681AKF83G0RE
D111JFX5KC38
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9174ED1TAA5M309163
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PS00124961216000006EH00
PS0073498224500015EH00
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02904013JK
11502819JK
F8195QPM5010

Printers

HP Business Inkjet 2250 tn
HP LaserJet 4100N
HP LaserJet 4
HP DeskJet 870Cse
Business Class Laser Fax
Business Class Laser Fax
Brother IntelliFax 2800
Ithaca Series 90Plus

Serial Number

SG13D110P0
USBDJ00936
USBC092082
US71M11051
U60298G3J522291
U60298B3J203344
U56577H1J543426
HP003620489

Monitors

19 inch
17 inch
15 inch

Amount

3
1
64

Other

Panasonic VCR

Panasonic TV/VCR Combo

Phones

Palm Pre

Other Misc Phones/Chargers

Amount

17

28

VILLAGE OF BENSENVILLE

TYPE: Resolution **SUBMITTED BY:** Denise Pieroni **DATE:** April 21, 2010

DESCRIPTION: Resolution providing for amendment to MUNIS agreement, resulting in \$21,930 annual cost savings.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

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

COMMITTEE ACTION: Unanimous recommendation to approve the amendment to the MUNIS Agreement **DATE:** 4/27/2010

BACKGROUND: The Village has a contract with Tyler Technologies (MUNIS) for the recently implemented ASP. MUNIS implementation requires using multiple modules to provide various levels of service to village departments. Baecore has been evaluating pending modules included in the current agreement, e.g. Treasury Management, Cashiering, Parking and Handhelds. As part of the ongoing implementation, Baecore Group represents the Village overseeing contract administration and implementation relating to MUNIS. Since these four (4) modules have not (and may never be) been implemented, Baecore has successfully negotiated a reduction in the agreement to reflect the removal of these modules.

A further evaluation of each of these modules is being undertaken. Should the determination be to go with any of these modules, the Village will be able to add them back into the contract at the same pricing but in the meantime will have the opportunity to achieve cost savings. The current quarterly cost for all four modules is \$5,482.50 for a \$21,930 annual savings. Alternatively, if another more viable solution for parking and handhelds is identified, these savings could be then applied to cover is cost of this solution.

KEY ISSUES: 1) The Treasury Management and Cashiering modules are being evaluated by Baecore and Finance. While the Village is undertaking this evaluation, money can be saved by removing them modules from the agreement. 2) During the selection process of a parking and handheld solution vendor, these modules can also be removed from the MUNIS agreement. 3) ASP technology is a dynamic, evolving process and we continually evaluate our software solutions to ensure the Village is getting necessary functionality at fair and reasonable costs. Needs can change and it is important to adjust accordingly.

ALTERNATIVES: Continue to pay for modules during evaluation process.

RECOMMENDATION: The Administration, Finance and Legislation Committee has unanimously recommended to the Village Board approval of the amendment modifying the current MUNIS agreement by removing the quarterly fees for the Treasury Management, Cashiering, Parking and Handheld modules for an annual cost savings of \$21,930.

BUDGET IMPACT: \$21,930 savings from a reduction in MUNIS module fees.

ACTION REQUIRED: Village Board consideration of the resolution approving this amendment.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AMENDMENT
TO AN AGREEMENT WITH TYLER TECHNOLOGIES, INC.
FOR PROVISION OF SOFTWARE AND MAINTENANCE**

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

WHEREAS, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS, on May 6, 2008, the VILLAGE entered an agreement with Tyler Technologies, Inc. for software and maintenance fees related to its MUNIS software; and

WHEREAS, the parties now desire to amend the agreement to eliminate certain modules and related fees provided for under the agreement; and

WHEREAS, the VILLAGE will benefit from the amendment; and

WHEREAS, for this purpose, the VILLAGE has determined that it is reasonable, necessary, and desirable to enter into the Amendment to the Agreement with Tyler Technologies, Inc, which Amendment is attached hereto and incorporated by reference as Exhibit "A".

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

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

SECTION TWO: The Village President is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto, the Amendment attached hereto and incorporated herein by reference as Exhibit "A".

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

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

APPROVED:

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

AMENDMENT 002

This amendment ("Amendment") is made this _____ day of _____ 2010 by and between Tyler Technologies, Inc. with offices at 370 U.S. Route 1, Falmouth, Maine 04105 ("Tyler") and the Village of Bensenville, with offices at 12 S. Center Street, Bensenville, IL 60106 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated May 6, 2008 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The following services, with a Prorated Value of \$65,790.00 for the remainder of the Term, are hereby removed from the Agreement, Exhibit 1B, effective April 30, 2010:

RB-ET-AS-B	ET Handheld Devise – ASP –B	\$6,800.00	(Prorated Value \$4,080.00)
RB-PT-AS-B	Parking Tickets – ASP – B	\$45,900.00	(Prorated Value \$27,540.00)
RB-TC-ASP-C	Tyler Cashiering – ASP – C	\$38,250.00	(Prorated Value \$22,950.00)
FA-TM-AS-C	Treasury Management – ASP – C	\$18,700.00	(Prorated Value \$11,220.00)

2. The following unused services, totaling 10 days, are hereby removed from the Agreement, Exhibit 1B:

FA-TM-CS-C	Treasury Management – Consulting – C	2 days
RB-PT-CS-B	Parking Tickets – Consulting – B	1 day
FA-TM-TR-C	Treasury Management – Training – C	1 day
RB-ET-TR-B	ET Handheld Devise – Training – B	1 day
RB-PT-TR-B	Parking Tickets – Training –B	2 days
RB-TC-TR-C	Tyler Cashiering – Training – C	3 days

3. Addendum A, Paragraph 2.2.2 notwithstanding, commencing on May 1, 2010 and every three months thereafter through the end of the Term, Client shall remit to Tyler ASP fees of \$30,798.75.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.
ERP and School Division

Village of Bensenville

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

VILLAGE OF BENSENVILLE

TYPE: Ordinance **SUBMITTED BY:** Denise Pieroni **DATE:** April 21, 2010

DESCRIPTION: Ordinance amending code – Chapter 4 Vehicle Licenses

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

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

COMMITTEE ACTION: Administration, Finance & Legislation

Committee unanimously recommended the modification to Chapter 4 relating to Vehicle Licenses **DATE:** 04/20/2010

BACKGROUND: Staff is in the process of finalizing the application for the 2010/2011 Vehicle registration period. In reviewing the process as well as certain challenges related to this process, several changes in Chapter 4 of the Code regarding Vehicle Licenses are recommended. The staff had proposed four (4) specific changes. The first is the deletion of the requirement that the owner of the motor vehicle produce a current, valid Illinois driver's license. This is not required by the Secretary of State when registering the vehicle with the State of Illinois, nor was this a requirement of any of the 10 communities responding to the survey undertaken by DuPage Mayors and Managers (included Addison, Bartlett, Carol Stream, Claredon Hills, Elmhurst, Glen Ellyn, Glendale Heights, Lombard, Roselle and Wood Dale).

The second relates to "Situs Base" and would provide a definition of this term to cover all motor vehicles registered in the Village and/or regularly stored in a garage, parking area and any other place typically used to store motor vehicles. This section would provide an exemption for any motor vehicle registered in another municipality and displaying a current license issued by that municipality. An exemption for Apportioned & Power Plates (considered interstate commerce and therefore exempt) would also be identified in the Code (helpful when the Village has a new police officer who is relying on the Municipal Code in determining violations).

The third relates to the payment section and clarifies that the reduced fee for vehicle licenses purchased after December 31st is applicable to new residents/businesses and/or vehicles only. The fourth and final item is somewhat related to the 3rd. The code currently does not establish the time period within which a new resident/business must apply nor does it allow for the charging of the fee at the prior to June 30th rate or the proration of the first tier rate after December 31st. It is suggested that we codify the 30-day time period and provide for the payment of a fee, if purchased within the 30-day time period, at the tier one level.

Also discussed and agreed to by the committee was the inclusion of a provision, relating to those ticketed for non-compliance, requiring evidence of compliance along with the payment of the applicable fine; the inclusion in the code of the \$2.00 fee for the transfer or replacement of a sticker and an increase in the number of stickers (from one to two) that a senior can purchase at the senior rate.

KEY ISSUES: Brings code into compliance with current process/procedures. Also addresses legal concerns on certain provisions such as the requirement that a valid Illinois driver's license be presented and requiring a sticker for a vehicle registered in another municipality and currently licensed in that municipality.

ALTERNATIVES:

- Retain current regulations/provision
- Discretion of the Committee.

RECOMMENDATION: Committee unanimously recommended to the Board the changes to Chapter 4 Vehicle Licenses outlined above.

BUDGET IMPACT: Minimal impact. Some of the changes will encourage compliance generating additional revenue; other provisions that negate the need for licenses in certain instances will result in a minimal loss of revenue.

ACTION REQUIRED: Village Board adoption of an ordinance amending Chapter 4 of the Code.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CERTAIN SECTIONS OF
TITLE 5, CHAPTER 4 OF THE BENSENVILLE VILLAGE CODE
RELATING TO THE VILLAGE VEHICLE TAX**

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

WHEREAS, the Village is authorized, pursuant to 625 ILCS 5/2-121 and 65 ILCS 5/8-11-4, to assess a tax or license fee for the use of a motor vehicle on the owner who resides in the Village or who owns a vehicle that has its situs or base in the Village; and

WHEREAS, the Village Code currently requires that the owner of a motor vehicle produce a current, valid Illinois driver's license as a part of the application for an Annual Vehicle License; and

WHEREAS, the driver's license requirement is not mandated by either the Illinois Vehicle Code or the Illinois Municipal Code and the Village Board of the Village has determined that the requirement does not further the interests of the Village in the collection of the Village Vehicle Tax; and

WHEREAS, the Village Code currently does not define "situs or base" and the Village Board of the Village has determined that a definition of "situs or base" should be provided in the Village Code for clarity and ease of interpretation; and

WHEREAS, the Village Code currently includes an Annual Vehicle License prorating provision applicable to all vehicle owners who purchase an Annual Vehicle License after December 31 of the year; and

WHEREAS, the Village Board of the Village has determined that Annual Vehicle License prorating should be made applicable only to new residents and businesses to the Village commencing residence or business after December 31 of the year; and

WHEREAS, the Village Code currently does not provide for a time limit for new residents or businesses or owners of vehicles with a situs or base in the Village to purchase an Annual Vehicle License and the Village Board of the Village has determined that the Village Code should require new residents, businesses or owners of vehicles with a situs or base in the Village to purchase an Annual Vehicle License within thirty (30) days of residence or situs; and

WHEREAS, the Village Board of the Village has determined that violators of the Village Code applicable to the purchase of Annual Vehicle Licenses should be required to come into compliance with the Village Code in addition to the payment of any applicable penalty; and

WHEREAS, the Village Code currently does not express that violations of the Village Vehicle Tax are subject to Administrative Adjudication; therefore, the Village Board of the Village has determined that the Village Code should express that violations of the Village Vehicle Tax are subject to Administrative Adjudication; and

WHEREAS, the Village Code currently provides for a penalty for violations of the Village Vehicle Tax between \$50 and \$750; however, the Village Board has determined that because violations of the Village Vehicle Tax are subject to Administrative Adjudication, penalties for violations of the Village Vehicle Tax should be between \$50 and \$250; and

WHEREAS, the Village Code currently provides for a license fee for senior citizens applicable to only one vehicle; however, the Village Board has determined that the senior citizen license fee should be applicable to two vehicles; and

WHEREAS, the Village Code currently provides for a fee for a transfer or replacement Vehicle License but does not quantify the amount of the fee; therefore, the Village Board has determined that the amount of the transfer should be quantified at \$2.00 per transfer or replacement Vehicle License; and

WHEREAS, the Village Code currently indicates that replacement Vehicle Licenses are “duplicate” Vehicle Licenses; however, the Village Board has determined that replacement Vehicle Licenses should not be termed as “duplicate” Vehicle Licenses because a replacement Vehicle License is assigned a distinctive license number.

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

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

SECTION TWO: That the Village Code of the Village of Bensenville, Title 5, Chapter 4, Section 5-4-1 shall be deleted in its entirety and replaced as follows:

5-4-1: ANNUAL VEHICLE TAX IMPOSED:

A. An annual vehicle tax is hereby imposed upon the ownership of every motor vehicle by a Village resident and the ownership of every motor vehicle having its situs or base in the Village notwithstanding the owner's residency. Any person required to pay the annual vehicle tax shall evidence its payment by affixing a Bensenville Annual Vehicle License to the motor vehicle in the manner hereafter provided.

B. Situs or base shall mean the location where a motor vehicle is principally garaged, or from whence it is principally dispatched or where the movements of such vehicle usually originate.

C. The Village shall not impose an annual vehicle tax upon any commercial vehicle as defined in paragraph (2) of Section 18b-101 of the Illinois Vehicle Code that is registered under Section 3-402.1 of the Illinois Vehicle Code as identified by apportioned plates indicating that the vehicle is included within a proportionally registered interstate fleet.

SECTION THREE: That the Village Code of the Village of Bensenville, Title 5, Chapter 4, Section 5-4-3 D. shall be deleted.

SECTION FOUR: That the Village Code of the Village of Bensenville Title 5, Chapter 4, Section 5-4-5 A. shall be amended by replacing the language in the first schedule of fees in the fifth row, column one as follows:

Any individual required by this chapter to pay an annual fee for a motor passenger vehicle (except motor truck, motor driven commercial vehicle, motorbus and motor vehicle used for public hire) who has attained the age of 65 at the time of payment shall pay a license fee for any two such motor passenger vehicles.

SECTION FIVE: That the Village Code of the Village of Bensenville Title 5, Chapter 4, Section 5-4-5 B. shall be deleted in its entirety and replaced as follows:

B. Annual Vehicle Licenses shall expire on June 30 following the date of issue, provided that Annual Vehicle Licenses issued in May for the following Annual Tax year shall not be subject to expiration until June 30

of the following Annual Tax year. For established residents and businesses, the full annual fee shall be paid notwithstanding the date of issuance. Any new Village resident or business shall apply for an Annual Vehicle License within thirty (30) days of residency. Where an Annual Vehicle License is issued after December 31 and before June 30 of any current year to a new Village resident or business, the fee to be paid shall be a sum equal to one-half ($\frac{1}{2}$) of the Annual Vehicle License fee for the vehicle as set forth in Section 5-4-5 of this Chapter.

SECTION SIX: That the Village Code of the Village of Bensenville Title 5, Chapter 4, Section 5-4-9 C. shall be deleted in its entirety and replaced as follows:

C. The application shall be in compliance with section 5-4-3 of this Chapter. Upon surrender of the original license emblem (or upon filing with the clerk of satisfactory proof that the emblem has been lost or destroyed), and upon payment of the appropriate fee, in the amount of \$2.00, the clerk shall transfer such license to apply to the newly acquired vehicle.

SECTION SEVEN: That the Village Code of the Village of Bensenville Title 5, Chapter 4, Section 5-4-10 shall be deleted in its entirety and replaced as follows:

5-4-10: LOSS OF LICENSE EMBLEM:

In case of the loss or destruction, total or partial, of any license emblem issued by the village and covering any vehicle, the owner of such vehicle, within three (3) days after learning thereof, shall give the clerk written notification of such loss or destruction. Upon surrender to the clerk of such portion of the license emblem as

is sufficient to identify the same (or, if such surrender is impossible, upon filing with the clerk satisfactory proof of loss) and the payment of a fee, the clerk shall issue to said owner a replacement license emblem.

SECTION EIGHT: That the Village Code of the Village of Bensenville Title 5, Chapter 4, Section 5-4-12 shall be deleted in its entirety and replaced as follows:

5-4-12: PENALTY:

A. Any person violating any provisions of this chapter shall be fined not less than fifty dollars (\$50.00) nor more than two hundred fifty dollars (\$250.00) for each day during which the violation continues.

B. Violations of this Section shall be subject to Administrative Adjudication as set forth in Chapter 8.

C. In addition to any Penalty provided herein, any person in violation of this Section shall provide the Village proof of payment of the Annual Vehicle Tax at the time any Penalty is satisfied.

SECTION NINE: 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 TEN: 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 27th day of April, 2010.

APPROVED:

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

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TYPE: Ordinance **SUBMITTED BY:** M. Rysavy **DATE:** 04.27.10

DESCRIPTION:

Ordinance approving a Text Amendment to correct a scrivener's error on the rate of construction water.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: New

DATE: 04.27.10

BACKGROUND

Ordinance #23-2007 as approved on 4/17/2007 included a construction water price of \$13 per 100 gallons. This appears to be a scrivener's error as the standard unit of measure for water is per 1,000 gallons, not 100. The current cost is prohibitive for contractors' use and discourages the purchase of Bensenville water. The rate of \$13 per 1,000 gallons of water used will cover standard water and sewer rates as charged to all residents of Bensenville, regardless of its use. This text amendment would rectify the error and make construction water pricing more reasonable for contractor's use.

KEY ISSUES:

1. Correcting a scrivener's error from 2007 to make construction water follow standard units of measure.

ALTERNATIVES:

Approve the request as presented.
Deny the request.

RECOMMENDATION:

Staff respectfully requests that the Committee approve the requested text amendment.

BUDGET IMPACT:

The new construction water rate reflects a reasonable rate of return for water used in construction. The rate of \$13 per 1,000 gallons of water used will cover standard water and sewer rates as charged to all residents of Bensenville, regardless of its use.

ACTION REQUIRED:

Approval of the Text Amendment Ordinance.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE PROVISIONS AND FEES FOR USE OF
WATER FOR CONSTRUCTION PURPOSES AS CONTAINED IN
TITLES 8 AND 9 OF THE VILLAGE CODE**

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

WHEREAS, the Village is authorized and empowered, under the Illinois Municipal Code and the Village Code, to regulate the building, construction and demolition of structures within the corporate limits of the Village; and

WHEREAS, in furtherance of said power and authority, the Corporate Authorities of the Village has, from time to time, adopted various ordinances which set forth requirements and fees for use of water in construction related activities, including demolition of structures; and

WHEREAS, the mechanism of providing such water, and the costs associated therewith have recently come under review by Village staff; and

WHEREAS, as a part of this review, it has recently been discovered that ambiguities in the Village Code in comparison of regulations and allowances for use of water for construction purposes allow for lack of certainty as to the mechanism for provision of such water, and the fee associated therewith; and

WHEREAS, it has been discovered that the fee set forth in the Fee Table contained in Article 9 of the Village Code for use of "construction water" contains a scrivener's error in the fee assessed for use of "construction water," which is in need of correction, in that the ordinance provides such water shall be available at a rate of \$13.00

per 100 gallons, when it was meant to state \$13.00 per 1000 gallons; and

WHEREAS, the Corporate Authorities have determined based on the foregoing that the regulations for use of, and fee associated with use of, construction water are in need of clarification and correction.

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

SECTION TWO: That Title 8, Chapter 7, Section 20 of the Village Code is hereby deleted in its entirety, and replaced with the following:

8-7-20: WATER FOR BUILDING OR CONSTRUCTION PURPOSES:

Persons desiring to use Village water for building or construction purposes shall make application therefore to the Department of Economic and Community Development for that purpose. Upon a permit being granted, the service pipe shall be carried at the expense of the applicant to the inside of the curb line, where a service cock and meter shall be placed with the pipe leading to the surface, and a faucet placed at the end thereof above said surface. When the building or construction work is completed, the faucet and meter and MIU shall be removed and the water shut off, unless permanent connection hereunder is made. Charge for the use and connecting of the meter and MIU shall be as prescribed by the Supervisor.

As an alternative to the above, potable water or nonpotable effluent water may be obtained by permit at the public works facility located at 717 E. Jefferson St. A permit fee of twenty five dollars (\$25.00) and a refundable cash bond will be required in the following amounts:

<u>Length Of Permit</u>	<u>Refundable Bond Fee</u>
1 - 7 days	\$ 100.00

8 - 30 days	500.00
30 or more days	1,000.00

The user shall be charged the rate for such water as is set forth in Section 9-1-3: PERMIT FEES for construction water. There will be no use charge for effluent water taken. The potable water shall be obtained from the metered hydrant so designated for this purpose. The Director of Public Works shall have the authority to waive the bond requirement for individuals or firms performing work on Village sponsored capital improvements. (Ord. 1-93, 1-5-1993)

SECTION THREE: That the Fee Table contained in Title 9, Chapter 1, Section 3, particularly, Section 9-1-3.B: FEE TABLE of the Bensenville Village Code is hereby revised to provide as follows:

“Construction water, to the extent deemed available by decision of the Director of Public Works, will be available at the rate of \$13.00 per 1000 gallons through the Department of Public Works.

SECTION FOUR: That remaining portions of the FEE TABLE shall remain in full force and effect.

SECTION FIVE: That the Village Clerk of the Village is directed hereby to publish this Ordinance in pamphlet form, pursuant to the statutes of the State of Illinois.

SECTION SIX: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 27th day of April, 2010.

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

TYPE: Ordinance **SUBMITTED BY:** S. Viger **DATE:** 04.27.10

DESCRIPTION:

Ordinance approving amended Master Sign Plans and sign variances to allow "tenant panels" for the Safari Childcare Plaza (formerly Bensenville Grand Plaza) and Plaza de Campana at 207 – 227 and 229 West Grand Avenue.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Community & Economic Development **DATE:** 03.23.10

BACKGROUND:

These two retail centers are owned and operated by the same firm so we have sent them through the process in tandem. The Master Sign Plan were previously approved for both of these centers, without the variance for "tenant panels" on the two (one for each center) freestanding signs along Grand Avenue. In light of recent approvals at the Brentwood Commons Center allowing "tenant panels" the owner submitted the amendment/variance request.

KEY ISSUES:

Balancing the need for retailers to identify their locations, while preserving both the aesthetic quality of our major corridors.

ALTERNATIVES:

Approve the Ordinance as presented.
Approve the Ordinance with altered or additional conditions.
Remand the Ordinance to the CDC for further deliberation.
Deny the Ordinance.

RECOMMENDATION:

The staff respectfully requests that the Committee approve the amendments to the Master Sign Plans and variances, staff recommended a maximum of four "tenant panels" per sign. At their February 8, 2010 Public Hearing the CDC voted (5 - 2) to recommend approval of the amended Master Sign Plans and variances to allow the six "tenant panels as requested by the petitioner, to the President and Board of Trustees. At the March 23, 2010 the Community & Economic Development Committee voted (3 – 1) to concur with the Community Development Commission recommendation and approval of the requests as presented.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of the attached Ordinance to amend the Master Sign Plans and grant the requested sign variances at 207 – 227 & 229 W. Grand Avenue.

ORDINANCE # _____

**AN ORDINANCE GRANTING APPROVAL OF AN AMENDMENT TO THE MASTER
SIGN PLAN ADOPTED BY ORDINANCE NO. 603-2008 AND A VARIANCE TO THE
SIGN ORDINANCE FOR PROPERTY COMMONLY IDENTIFIED
AS 207 – 227 AND 229 GRAND AVENUE**

WHEREAS, Mid-Northern Holdings, LLC (“Owner”) and Emin Tuluce and Mid-Northern Holdings, LLC (“Applicant”), filed an application for amendment to the approved master sign plan and approval of a sign variance to allow multiple business names to appear on a free standing sign for the property located at 207-227 and 229 Grand Avenue, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained in the files of the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the requested sign variance 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 and Economic Development Commission of the Village of Bensenville conducted a Public Hearing on January 11, 2010, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, the Community and Economic Development Commission voted to approve the request for amendment of the master sign plan which had been approved by the Village Board of the Village of Bensenville by Ordinance 603-2008 on August 5, 2008, and to approve the requested sign variance to allow six “tenant panels” on freestanding signs at the retail centers Safari Childcare Plaza (f/k/a Bensenville Grand Plaza) and Plaza de Campana on the condition that the signs be in substantial compliance with the plans submitted as part of the application, and forwarded its recommendations, based on the Staff Report and findings (although increasing the number of tenant panels over than recommended by Staff) relative to sign criteria to the Village Board’s Community and Economic Development Committee, which concurred in the recommendation made therein, as are attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested amendment to the master sign plan and variance to allow up more than one business name on a free standing monument sign for the Subject Property is consistent with the *Bensenville Village Code*.

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

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

SECTION TWO: That the Subject Property is currently zoned under the Zoning Ordinance as C-2 Highway Commercial District, which zoning classification shall remain in effect subject to the master sign plan amendment and sign variance granted herein.

SECTION THREE: That the Staff Report and Recommendation to approve the amendment to the master sign plan as previously approved by the Village Board in Ordinance No. 603-2008 on August 5, 2008, and the sign variance sought to allow a multiple tenant names on a free standing monument sign as adopted by the Economic and Community Development Commission as its finding of facts (although increasing the number of tenant panels to six), and said findings are adopted by the President and Board of Trustees, the Board of Trustees finding that said amendment to the master sign plan and variance requested is proper and necessary.

SECTION FOUR: That, the master sign plan approved in Ordinance No. 603-2008 is hereby amended pursuant to the provisions contained in the Ordinance and in the Sign Ordinance to allow up to six tenant panels on a free standing monument sign at the Subject Property, as approved by the variance to the Sign Ordinance Section 10-18-11.A.d.1 granted herein, on the condition that all signage approved herein by installed in conformance with the sign plans submitted with the application in this matter, and which are on file in the Economic and Community Development Department.

SECTION FIVE: That all requirements of the Zoning Ordinance and Ordinance No. 306-2008 shall be applicable except as varied by the amendment to the master sign plan and variance granted herein.

SECTION SIX: The terms and conditions set forth in this Ordinance are deemed to be a fundamental element of the relief granted herein, and are intended by the Village and the Applicant

to run with the Subject Property and be binding upon any and all successors in interest to the Applicant.

SECTION SEVEN: 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 EIGHT: 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 27th day of April 2010.

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

The legal Description for 229 W. Grand Avenue is

THE EASTERLY 855.63 AS MEASURED ON THE NORTHERLY LINE (EXCEPT THE EASTERLY 579.0 FEET AS MEASURED ON THE NORTHERLY LINE THEREOF) OF LOT 4 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH ½ OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT R77-102033, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 88°48'23" WEST, A DISTANCE OF 579.00 FEET ALONG THE NORTHERLY LINE OF SAID LOT 4, TO THE POINT OF BEGINNING; THENCE SOUTH 00°06'25" EAST, A DISTANCE OF 354.75 FEET; THENCE SOUTH 86°43'32" WEST, A DISTANCE OF 102.81 feet; THENCE SOUTH 88°38'05" WEST, A DISTANCE OF 173.97 FEET; THENCE NORTH 00°06'25" WEST, A DISTANCE OF 359.00 FEET ALONG THE WESTERLY LINE OF THE EASTERLY 855.63 FEET OF SAID LOT 4; THENCE NORTH 88°48'23" EAST, A DISTANCE OF 276.63, TO THE POINT OF BEGINNING IN DUPAGE COUNTY, ILLINOIS.

And

The legal description for 207 - 227 W. Grand Avenue is as follows:

THE EASTERLY 579 FEET AS MEASURED ALONG THE NORTHERLY LINE THEREOF (EXCEPT THE EASTERLY 414.00 FEET AS MEASURED ALONG THE NORTHERLY LINE THEREOF) OF LOT 4 IN WHITE PINES CENTER FOR BUSINESS AND INDUSTRY, BEING A SUBDIVISION OF THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1977 AS DOCUMENT NUMBER R77-102033, IN DUPAGE COUNTY, ILLINOIS.



COMMUNITY DEVELOPMENT COMMISSION

STAFF REPORT

HEARING DATE: February 8, 2010
CDC CASE #: 2010 - 03
PROPERTY: 207-227 & 229 W. Grand Avenue
PROPERTY OWNER: Mid-Northern Holdings, LLC
ACREAGE: 1.3 & 2.2 acres
PIN NUMBERS: 03-26-208-008 & 03-26-208-014
APPLICANT: Mid-Northern Holdings, LLC

REQUEST: Sign Variances to allow "tenant panels" on freestanding signs at two retail centers, Safari Childcare Plaza (f.k.a. Bensenville Grand Plaza) and Plaza de Campana and Amendments to two Master Sign Plans. (Ordinances # 10-11-11 and #10-18-7.I)

SURROUNDING LAND USE:

	Zoning	Land Use	Jurisdiction
Site	C-2	Retail Centers	Village of Bensenville
North	I-2	Light Industrial	Village of Bensenville
South	Commercial	Auto Dealerships	Village of Elmhurst
East	C-2	Business Center	Village of Bensenville
West	C-2 & RM-1	Auto Dealership & Multiple family	Village of Bensenville

SUMMARY:

The petitioner is seeking to amend previously approved Master Sign Plans for two abutting retail centers along Grand Avenue. The properties are zoned C-2, Highway Commercial and 229 W. Grand is a Planned Unit Development (PUD). Municipal Code, Section #10-18-7-I requires a Master Sign Plan for buildings with multiple tenants. Also included in the request are variances to allow names of multiple businesses on the freestanding signs. While the Zoning Ordinance has prohibited these types of signs since 1989, the Village has not enforced the amortization provisions since it took effect in 1998. There are several examples throughout the Village of similar signs; most recently the approval of revised signs at Brentwood Commons, in that situation the approval allowed up to four individual businesses to be identified on the sign in addition to the name of the center.

MASTER SIGN PLANS:

Plaza De Campana

The previous freestanding sign has been partially removed and was to be refurbished in accord with the Master Sign Plan. This amendment would allow for the modification of the free standing sign to include names of more than one business. A similar request was recently approved by the Village Board for the Brentwood Commons Center at Grand & York Roads. The request is to allow the Shopping Center's name across the top with six business names on individual panels.

Safari Childcare Plaza

The previous free standing sign is proposed to be replaced by a monument sign with Safari Childcare Plaza across the top and individual business names on six panels below.

DEPARTMENT COMMENTS:

Public Works: No comments received

Finance: No comment received.

Police: No comments received

Inspectional Services No comments received

Community Development: Recent approvals have limited the number of businesses identified on the freestanding signs to four businesses. The determination of placement on the freestanding sign was based on the size of the business. This approach is appropriate and should be applied to these two shopping centers as well.

APPROVAL CRITERIA FOR A VARIANCE:

Special Circumstances: The distance from the street to many of the tenant spaces and the perpendicular layout of the Safari Childcare Plaza limit visibility to the wall signs for several businesses.

Resulting from the Applicant's Action: The parking shortage and illegal signs were pre-existing and the new property owner is trying to bring both centers into compliance with the Village Ordinances.

Hardship or Practical Difficulties: The illegal sign issues can be resolved; but the parking shortage, especially in the Bensenville Grand Plaza is going to be more difficult to correct.

Circumstances Related to the Property: There are no circumstances related to the property.

Preserves the Rights Conferred by the District: This variance is not necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district.

Necessary for the Use of the Property: This variance is not necessary for the reasonable use of this property.

Not Alter the Local Character: The granting of the variance will not alter the essential character of the locality or substantially impair environmental quality or property values; but may impair public safety.

Consistent with the Ordinance and Plan: The granting of this variance will not be in harmony with the purpose and intent of the Village Ordinances and its General Development Plan

Minimum Variance Needed: The variances requested by the petitioner are the minimum needed.

RECOMMENDATIONS:

Staff recommends the approval of the Master Sign Plans and the sign variances, subject to the following condition:

1. Signs to be constructed in substantial compliance with the plans submitted as a part of the application.
2. The individual business names are limited to four in addition to the name of the shopping center.

Respectfully Submitted
Community & Economic Development Department

VILLAGE OF BENSENVILLE

TYPE: Motion SUBMITTED BY: Denise Pieroni DATE: April 21, 2010

DESCRIPTION: Proposed adjustment in Service Desk hours.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

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

COMMITTEE ACTION: The Committee by a 3 to 1 vote
recommended the adjustment to Saturday hours

DATE: 4/20/10

BACKGROUND: Currently the Village service desk is opened until 7:00 p.m. on Tuesday (the C&ED service desk is also opened on Tuesdays) and on Saturdays from 8:00 a.m. until noon (C&ED service desk is not opened on Saturdays). The staff has been currently monitoring the number of customers (both phone and walk-in) that on average are being serviced during these extended hours. Based on customer counts, employee security and customer service, the staff recommended that, effective in July 2010 (after the Vehicle Licenses renewal period), the Tuesday night evening hours be eliminated and that the Saturday hours be modified from the current 8:00 am to noon to 9:00 am to noon. Additionally two staff members would be assigned to each Saturday slot (currently only one staff member is assigned and routinely is the only employee in the building). It was noted that under this proposal the total staff hours assigned to "extended service hours" within the Finance Department will not change, they would however be allocated to Saturdays only. The change in the Tuesday night hours will also impact the Community and Economic Development Department who currently maintains Tuesday but not Saturday extended hours. It was further noted that by the elimination of these extended hours, the C&E Department would be able to more effectively address staff support during normal daytime business hours in light of the objective to not fill the part-time support position currently vacant as a result of Donna's recent retirement.

KEY ISSUES: This change would address the hours in which the majority of customers are serviced. It would also allow for enhanced during this three hour period in that two staff members would be available to assist customers. Additionally, it addresses the concern that we have with the current situation of having only one employee in the building during Saturday hours. Committee concurrence with the change to "Saturday" hours was indicated. The Committee was concerned that residents (and businesses to a lesser extent) were not aware of the Tuesday night hours. It was suggested that the extended hours on Tuesdays be more effectively "marketed" and utilization monitored in conjunction with these marketing efforts. Staff to report back in July as to the impact of the marketing program on utilization of the extended Tuesday hours. No action on "Tuesday" hours is recommended at this time.

ALTERNATIVES:

- Maintain current hours
- Develop alternative hours

RECOMMENDATION: Committee review of proposed changes in service desk hours and recommendation to the Village Board relative to this matter.

BUDGET IMPACT: Increase cost to provide from the increase in staffing on Saturdays. In terms of the C&E Department, may result in possible overtime to cover the extended hours in light of the elimination of the one part-time support position.

ACTION REQUIRED: Motion by the Village Board indicating concurrence the change in Saturday hours effective July 2010.

ARBOR DAY PROCLAMATION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday called Arbor Day was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees, in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, the Village of Bensenville has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways;

NOW, THEREFORE, I, Frank Soto, President of the Village of Bensenville, do hereby proclaim April 30, 2010 as **ARBOR DAY** in the Village of Bensenville, and I urge all citizens to support efforts to protect our trees and woodlands and to support our Village's urban forestry program; and

FURTHER, I urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

DATED this 27th day of April, 2010

JoEllen Ridder
Village Clerk

Frank Soto
Village President