



# VILLAGE OF BENSENVILLE

## Village Board

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## Village Manager

Michael Cassady

## Village of Bensenville, Illinois

### BOARD OF TRUSTEES

### MEETING AGENDA

**6:30 P.M. Tuesday, February 8, 2011**

**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 - None
- VI. WARRANT – February 8, 2011 11/03 \$533,234.96
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
  1. *Resolution Approving and Authorizing the Execution of the Two Agreements with Municipal Systems, Inc. for Providing for a Web-based Administrative Parking and Compliance Hearing System and an Administrative Building Code and Municipal Ordinance Violation Enforcement System (Administrative Adjudication)*
  2. *Resolution Approving an Agreement Between the Village of Bensenville and Municipal Systems Inc. for Collection Services*
- VIII. **REPORTS OF STANDING COMMITTEES**
  - A. Community and Economic Development Committee – No Report
    1. *Resolution Accepting the Lakota Group Transit Improvement Plan and Station Area /Corridor Study*
    2. *Ordinance Amending the Building Code for Permit Fee Structure*
    3. *Ordinance Amending the Village Code Administrative Adjudication*
  - B. Infrastructure and Environment Committee – No Report

C. Administration, Finance and Legislation Committee

1. *Resolution Amending the Village Meeting Schedule for the Month of March 2011*

D. Public Safety Committee – No Report

IX. INFORMATION ITEMS

A. PRESIDENT'S REMARKS

B. VILLAGE MANAGER'S REPORT

*Summary of Snow Response*

C. VILLAGE ATTORNEY'S REPORT

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

**TYPE:** Resolutions **SUBMITTED BY:** Denise Pieroni **DATE:** February 3, 2011

**DESCRIPTION:** Resolutions authorizing the Village Manager to execute two agreements with Municipal Systems Inc. providing for a web-based Administrative Parking and Compliance Hearing System and an Administrative Building Code and Municipal Ordinance Violation Enforcement System and one agreement with Municipal Collection Services, Inc., (MCSI) for collection services.

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

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

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**COMMITTEE ACTION:** Unanimously recommended by AF&L

**DATE:** 1/18/2011

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**BACKGROUND:** Baecore Group has been assisting the Village in evaluating software options for parking and administrative adjudication. A number of vendors were contacted and ultimately three (T-2, Complus and Municipal Systems, Inc.) were identified for in depth consideration. Based on overall functionality, integration, vendor flexibility and pricing, Baecore and staff are recommending the implementation of a new web-based MSI solution. Attached is the document prepared by Baecore which provided further information on the proposed solution, handheld ticketing devices provided, process modification considerations and selection detail and which was reviewed by the Committee at their January 18 meeting. Currently the Village is paying 35% of all ticket revenue and 50% of all collections revenue. The negotiated agreements drop these fees to 20% and 35% respectively, resulting in ticket revenue saving calculated on current ticket volume of \$7,742.76. With purchases (not to exceed four per year) of the Secretary of State listing a minimum direct savings of \$6,742.76 is realized in addition to the 15% collections savings. (Per the recommendation made at the Committee meeting, staff will be evaluating the cost benefit of the quarterly purchase of the Secretary of State listing versus annual or bi-annual options.) Additionally the transferring of responsibility of certain processes that Village staff is currently doing will free up staff time for other projects.

As part of this project, collection options were also reviewed. Based on a number of factors including functionality gained for enforcing the tow ordinance and consolidated revenue collection by offender a firm closely integrated with MSI is preferred at this time. Based on the reduction in the rate and the additional benefits derived by using associated firms, staff is also suggest that we also move forward with the agreement for collections.

**KEY ISSUES:** Current system is costing Village additional dollars & requires additional staff involvement.

**ALTERNATIVES:** Board discretion

**RECOMMENDATION:** Consistent with the Committee's recommendation, approve the three agreements, subject to minor modifications by Village Attorney.

**BUDGET IMPACT:** The 2011 budget will be positively impacted by the reduced fees and process improvements that will result in an increase in the initial revenues collected.

**ACTION REQUIRED:** Pass Resolutions approving and authorizing execution of the two agreements with MSI and one agreement with MCSI.

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS  
WITH MUNICIPAL SYSTEMS INC. FOR IMPLEMENTATION OF A SYSTEM  
FOR ADMINISTERING CODE AND ORDINANCE VIOLATIONS AND PARKING  
TICKET MANAGEMENT**

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, that the Village Manager be, and the same is, hereby authorized and directed to execute on behalf of the Village, and the Village Clerk to attest thereto, the execution of An Agreement Between Municipal Systems, Inc., and the Village of Bensenville for purposes of implementing a System for Administering Code and Ordinance Violations, which is attached hereto as Exhibit "A", and an Agreement for Parking Ticket Management, which is attached hereto as "Exhibit B", both of which are subject to final attorney review and approval.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 8<sup>th</sup> day of February, 2011.

APPROVED:

\_\_\_\_\_  
Frank Soto  
President

ATTEST:

\_\_\_\_\_  
JoEllen Ridder, Village Clerk

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

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

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



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*Municipal Software & Administrative Adjudication Consultants*

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December 1, 2010

Village of Bensenville  
12 S center  
Bensenville, IL 60106

Ref: "Standard Terms and Conditions" Contract  
**Web Based (Municipal Offense System)**

Enclosed are two copies of the Agreement for the implementation of a **Municipal Offense System (MOS)** adjudication system for your review and hopefully eventual approval.

To execute the Agreement, complete the following and forward two copies of the executed Agreement to Municipal Systems, Inc. We will execute and return one copy of the Agreement for your files.

page 1                      Enter the day, month and year of execution.

page 10                     Signature of the Village PRESIDENT/MAYOR and Clerk.

Thank you for your interest in the MOS system and I look forward to working with you and the municipality during this period of consideration.

Respectfully,

Dan McDonald  
Sales Manager

# ***STANDARD TERMS AND CONDITIONS***

***For The***

## **IMPLEMENTATION OF A MUNICIPAL OFFENSE SYSTEM HEARING SYSTEM**

**Web Based**

***WITHIN THE***

***VILLAGE of BENSENVILLE, IL***

***PRESENTED ON:***

December 1, 2010

(If not accepted, Offer expires 60 days from the above Presentation Date)

***PRESENTED BY:***

Municipal Systems, Inc.  
7330 College Drive, Suite 108  
Palos Heights, IL 60463  
(708) 448-6934 FAX 448 -1749

# STANDARD TERMS AND CONDITIONS

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## (Administrative Parking and Compliance Hearing System – Web Based) Municipal Systems, Inc.

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between Municipal Systems, Inc., an Illinois corporation with principal offices situated at 7330 College Dr., Suite 108, Palos Heights, IL 60463, (hereinafter referred to as MSI), and **VILLAGE of BENSENVILLE, IL** an incorporated Municipality of the State of Illinois with VILLAGE offices situated at **12 S Center, Bensenville, IL** (hereinafter referred to as "THE MUNICIPALITY").

### WITNESSETH

**WHEREAS**, the Legislature of the State of Illinois has enacted a Statute, 625 ILCS 5/11-208, allowing a municipality to exercise enforcement power including, but not limited to, the regulation of code violations and implementation of fines and sanctions for violations of ordinances and regulations imposed; and

**WHEREAS**, the Legislature of the State of Illinois has enacted a Statute, 625 ILCS 5/11-208.3, allowing a municipality to establish a system of administrative hearings for violations of ordinances and regulations concerning vehicular parking , standing and compliance; and

**WHEREAS**, THE MUNICIPALITY is a municipality incorporated under the Laws of the State of Illinois and empowered under 625 ILCS 5/11-208 and 625 ILCS 5/11-208.3 to enact ordinances and regulations, impose fines for violations thereof and to establish a system of administrative hearings for violations of ordinances and regulations; and

**WHEREAS**, THE MUNICIPALITY desires to implement its authority under 625 ILCS 5/11-208; and

**WHEREAS**, MSI has the knowledge, experience and expertise as well as computer software to assist THE MUNICIPALITY in implementing an effective administrative hearing system; and

**WHEREAS**, it is contemplated THE MUNICIPALITY will generate additional revenues and compliance through an effective administrative hearing system,

**NOW, THEREFORE**, in consideration of the mutual and several promises and covenants herein contained, the parties do hereby agree as follows:

### ARTICLE I General Terms

**1.01** THE MUNICIPALITY agrees to utilize MSI as the exclusive provider of the service and computer software for the implementation of an administrative hearing system (the "System") for the adjudication of Code violations as allowed under 625 ILCS 5/11-208.3; and to pay MSI in accordance with the terms and conditions hereinafter set forth.

**1.02** MSI agrees to provide specified services and computer software to THE MUNICIPALITY in accordance with the terms and conditions hereinafter set forth.

**1.03** The term of this Agreement shall commence on the first day set forth above and shall continue until the end of the thirty-sixth billing month, as that term is defined in this Agreement. Unless written notice of termination is given by either party to the other at least sixty (60) days prior to expiration of the initial term or any extended term, this Agreement shall remain in effect for additional extended terms of twelve (12) months at which point can be cancelled at any time with at least thirty (30) days notice.

## **ARTICLE II**

### **Terms and Conditions**

**2.01** For and in consideration of payments to be made by THE MUNICIPALITY as described in ARTICLE III of this Agreement, MSI agrees to provide:

**2.01.1** **COMPUTER SOFTWARE** (the "Software"): as more particularly set forth herein:

**2.01.1.1** **LICENSE:** In consideration of payment of compensation to MSI, as set forth in Article III, below, MSI grants to THE MUNICIPALITY a non-exclusive, non-transferable license to use the object code and the access password necessary to utilize it on the internet. **THIS LICENSE IS NOT TRANSFERABLE TO ANY OTHER PROCESSOR NOR MAY IT BE SUB-LICENSED WITHOUT WRITTEN AUTHORIZATION FROM MSI.**

LICENSING	SOFTWARE	PROGRAM	VERSION
1	(MOS) Municipal Offense System	Web Based	OLV
6	(MOS) Handheld Computers	Honeywell Dolphin 9900	

**2.01.1.2** **WARRANTY:** MSI warrants, that during the term of the Agreement and any extended term that the software supplied hereunder will perform substantially in accordance with the representations set forth in this Agreement and the Software's System Users' Manual. Should the software fail to meet those requirements, MSI shall replace the defective software. This warranty shall not cover software errors or nonconformities resulting from (i) modifications of the software by THE MUNICIPALITY or a third party, (ii) THE MUNICIPALITY's negligence or fault, (iii) hardware malfunction ,or (iv) THE MUNICIPALITY's failure to use the System for its intended purpose. **MSI EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, MSI SHALL NOT BE LIABLE HEREUNDER FOR ANY CONSEQUENTIAL OR SECONDARY DAMAGES. MSI'S ONLY OBLIGATION HEREUNDER IS TO REPLACE DEFECTIVE SOFTWARE.**

**2.01.1.3** **UPGRADES:** Software upgrades to the program or programs provided under the terms of the Agreement shall be provided to THE MUNICIPALITY at no additional cost when those upgrades are made available generally to MSI's customers. New programs are not considered an upgrade and may be offered at an additional cost. The MUNICIPALITY will be informed of new releases when made available for general



public and given a reasonable period of time to review and schedule the implementation of new release. Failure of THE MUNICIPALITY to accept upgrades when offered will void MSI's obligation to provide support services as required in Article 2.01.3.

**2.01.2 TRAINING:** Training for employees of THE MUNICIPALITY as may initially be required to allow said employees to operate the computer software supplied by MSI as specified below:

PROVIDED	DESCRIPTION	ESTIMATE OF HOURS
<b>1</b>	<b>Parking/ Compliance Training</b>	<b>20</b>
	<b>Handheld Computer training</b>	

**2.01.2.1** If during the period of this Agreement or any extended term, THE MUNICIPALITY requests additional training, or training after initial implementation of the System, MSI will charge THE MUNICIPALITY at the current hourly rate as specified for training in Article 2.01.3 below. The rates are valid for the term of this Agreement.

**2.01.3 SUPPORT** to THE MUNICIPALITY for the specified software in this Agreement shall include those services necessary to cause said software to perform in conformance with the warranty provided for in Article 2.01.1.2. In the event that service is provided for what is determined to be a problem which is not covered by the warranty, THE MUNICIPALITY shall pay for the services rendered as an extra cost according to the rates set forth in Article 2.01.3.1:

**2.01.3.1** Software warranty support costs during the initial term of this Agreement and any extended term are covered by the monthly compensation as set forth in Articles III and IV, below. Costs for support services not covered by warranty and any additional services requested by THE MUNICIPALITY shall be charged in accordance with the following, during the initial term and at MSI's then prevailing rates during any extended terms.

DESCRIPTION OF SERVICES	COST
<b>1.</b> Non- Warranty Customer Telephone Support Free for 90 days from installation date	<b>\$125.00</b> per hour Billed in 15 minute increments
<b>2.</b> On-Site Customer Assistance	<b>\$125.00 per hour</b>
<b>3.</b> Technical Specialist	<b>\$140.00 per hour</b>
<b>4.</b> Programming Service	<b>\$140.00 per hour</b>
<b>5.</b> Travel - Mileage Rate (Includes travel time)	<b>\$.75 cents per mile round trip (travel time included)</b>

**2.01.3.2** Initial installation shall include initial installation of the software, any installation, after initial installation can be an extra cost and provided in accordance with the rates set forth in Article 2.01.3.1.

**2.01.4 SOFTWARE SYSTEM USERS' MANUALS**, sample forms and reports.

**2.01.5 SPECIFICATIONS FOR SUPPLIES** needed or required, it being understood that THE MUNICIPALITY need not purchase supplies from or through MSI, but any supplies obtained from sources other than MSI or MSI designated suppliers must meet all specifications as are set forth by MSI.

**2.01.6 MSI COVENANTS AND WARRANTS** that it has the full power and authority to license the use of the computer software set forth in Article 2.01.1, above.

**2.02** For and in consideration of MSI providing THE MUNICIPALITY with the aforesaid services and computer software, THE MUNICIPALITY hereby covenants and warrants that it will:

**2.02.1 ENACT A MUNICIPAL ORDINANCE** providing for the regulation of Code violations within the geographical boundaries of THE MUNICIPALITY as allowed by statute, 625 ILCS 5/11-208, and the assessment of fines and other sanctions for such Code violations.

**2.02.2 ENACT A MUNICIPAL ORDINANCE** providing for the establishment of a system of administrative adjudication of Code violations under 625 ILCS 5/11-208.3, or any other applicable Law, within the geographical boundaries of THE MUNICIPALITY. Should MSI update or change the software which it provides, and THE MUNICIPALITY does not adopt necessary amendments to its ordinance, or THE MUNICIPALITY adds violation areas not supported by MSI's software, MSI shall not be responsible for support services or any deficiencies in the administrative adjudication system caused by inconsistencies between the ordinance and the software.

**2.02.3 MANAGE ITS SYSTEM'S FIREWALL** settings to allow access to the remote web database by its personal computers and workstations. MSI shall have no liability or responsibility resulting from the Municipality's failure to properly manage said firewall settings.

**2.02.4 PROVIDE SUFFICIENT PERSONNEL**, as may be required to operate and/or manage the System, including but not limited to:

**2.02.4.1** computer operator/system coordinator - person to input citation information, hearing dates and notices, and payment receipts - responsible for daily operation of computer system.

**2.02.4.2** traffic compliance administrator - person authorized to adopt, distribute and process parking violation notices as allowed under 625 ILCS 5/11-208.3 or any other applicable Law, collect fines and penalties for violation of parking regulations and operate the administrative adjudication system.

**2.02.4.3** hearing officer - person authorized to conduct hearings on violations of standing, parking or compliance regulation violations; and

**2.02.4.4** hearing room personnel - persons responsible for hearing room decorum.

Note: It is understood that one person may fulfill one or more of these positions depending upon the size of THE MUNICIPALITY and System needs.

**2.02.5 PURSUE THE ENFORCEMENT** of the Code within the geographical boundaries of THE MUNICIPALITY to the fullest extent permitted by Statute, 625 ILCS 5/11-208 or any other applicable Law through use of the System.

**2.02.6 PURSUE THE COLLECTION** of sanctions and fines assessed pursuant to an applicable Law, to the fullest extent permitted by Law. Should THE MUNICIPALITY not collect the imposed fines, or other sanctions, or other required notice, the pursuit of the collection of fines shall be through the use of a commercial collection service.

**2.02.7 COMPENSATE MSI FOR** the use of the System, including its software, for all offenses THE MUNICIPALITY includes for adjudication during the term of this Agreement. In addition to the software, MSI will provide hardware and services listed in: **Addendum A**

**2.02.8** The Municipality understands and agrees that the Software is “web-based”, and that all of the Municipality’s access to and storage of its data relative to the use of the Software for its Administrative Hearing System shall be through a website procured by MSI. Therefore, the Municipality must have high speed (not dial-up) access to the internet; and must have computer software and hardware which meet the following minimum specifications:

Web Based Environment

- Client: Windows 2000 SP 4 or higher/Windows XP SP 2 or higher/Windows Vista, Windows 7.
- RAM: Windows 2000/XP - 512 MB or higher. Windows Vista 1GB or higher.
- Broadband: DSL or higher.

Note: Failure to meet the above minimum hardware requirements by THE MUNICIPALITY will void the MSI warranty for the Software as more particularly set forth in Article 2.01.1.2 above.

**ARTICLE III  
Compensation**

**3.01** In consideration of the initial installation of hardware and environmental software (if applicable), along with installation of Software, initial training, Software license, warranty, and support, as set forth in Article 2.01, for a period of 36 billing months, as that term is defined below, THE MUNICIPALITY agrees to make a monthly payment of:

**3.01.1** A “Minimum Monthly Amount” of 20% of all revenues collected from violations processed through the System each billing month.

**3.01.3** The first billing month shall be established as the first full calendar month after the first administrative hearing conducted by THE MUNICIPALITY pursuant to this Agreement, and that month and each month thereafter are defined as billing months. However, once MSI performs its obligation to install the software necessary to begin operation of the system, the obligation of THE MUNICIPALITY to pay the Minimum Monthly Amount shall commence with the first calendar month after MSI completes installation. Any Minimum Monthly Amounts paid by THE MUNICIPALITY prior to the commencement of the billing months shall not affect the length of the term of this Agreement.

**3.01.4** In the event that THE MUNICIPALITY is under contract with Municipal Collection Services, Inc. (“MCSI”) for collection of overdue fines for violations processed through the system, the revenues collected by MCSI shall not be subject to the 20% of revenues payment to MSI that is set forth above.

**3.01.5** Billing for extra services provided to THE MUNICIPALITY shall occur at the end of the month in which they are rendered and shall be due with that month’s Minimum Monthly Amount or Extension Minimum Monthly Amount, as the case may be.

**3.01.6** Payments to MSI shall be paid by the terms of the Illinois Prompt Payment Act.

**3.01.7** The payments to MSI shall be accompanied by an itemized statement showing the receipts collected, the source of the funds, the date received and other information reasonably necessary to verify the monthly payment to MSI. MSI is expressly granted the right to receive an itemization of all cash receipts of THE MUNICIPALITY pertaining to violations processed through the System.

### **3.02 AUDIT**

**3.02.1** MSI from time to time may, at its cost, hire a licensed Certified Public Accounting firm to audit THE MUNICIPALITY’s books and records to determine the revenues collected through the System for any year during the term of this Agreement. If the audit shows that the actual revenues for the audited year were greater than the revenues reported by THE MUNICIPALITY, then THE MUNICIPALITY shall, within 45 days of receipt of written notice from MSI including a copy of the audit, pay to MSI 20% of the previously unreported amount. In addition, if the audit shows that the amount of the actual revenues exceed the revenues reported by five percent (5%) or more, then within the same 45 day period, THE MUNICIPALITY shall reimburse MSI for the costs and expenses of the audit. Any amounts due to MSI under this paragraph which remain unpaid after the 45 day period shall be subject to a late payment charge of 1.0% per month until paid in full.

**3.02.2** If MSI conducts an audit pursuant to the above Article 3.02.1, the following provisions shall apply: (i) MSI shall provide THE MUNICIPALITY with seven (7) days prior written notice as to the date and time of the proposed audit and the name and address of the auditor; (ii) the audit shall be conducted in a manner that does not unreasonably interfere with THE MUNICIPALITY’s daily business and affairs; and (iii) THE MUNICIPALITY shall ensure that the auditor has access to all books and records necessary to conduct the audit.

## **ARTICLE IV**

### **Software License; Extension**

**4.01** In the event that THE MUNICIPALITY chooses to extend the term of the Agreement for one or more 12 month periods, the terms of payment as set forth in Article III, above shall remain in effect.

Such payments shall be timely and THE MUNICIPALITY acknowledges and agrees that continued use of the software or the providing of services without prompt payment therefore is a violation of the license to use the software.

## **ARTICLE V**

### **Termination**

**5.01** THE MUNICIPALITY acknowledges and agrees that MSI will have substantially performed its initial obligations under this Agreement upon the installation of the computer software system within facilities of THE MUNICIPALITY and the completion of training for designated municipal employees.

**5.02** It is agreed that THE MUNICIPALITY may terminate this Agreement upon written notice to MSI of its non-compliance with the terms of this Agreement and upon MSI's failure to cure the default (non-compliance) within thirty (30) days of the date written notice is received from THE MUNICIPALITY. In the event THE MUNICIPALITY terminates the Agreement due to MSI's failure to cure the default, no further payments past the effective date of termination will be due to MSI, except for payments due for hardware, per Addendum A hereto, if applicable.

**5.03** In addition to any other remedies of MSI hereunder or under applicable law, MSI may terminate this Agreement upon written notice to THE MUNICIPALITY of its non-compliance with the terms of the Agreement and upon THE MUNICIPALITY's failure to cure the default (non-compliance) within thirty (30) days of the date written notice is received from MSI. MSI's termination of this Agreement shall not affect any other rights or remedies of MSI, including the right to bring an action for unpaid amounts due hereunder, actions for injunctive relief and actions for damages incurred by MSI as a result of any breach of this Agreement by THE MUNICIPALITY.

**5.04** Upon termination of this Agreement, the License shall terminate and the System and all software and other intellectual property comprising the System, including all upgrades and modifications thereto and all information and ideas which are of value primarily in connection with this System shall be immediately returned to MSI by THE MUNICIPALITY.

**ARTICLE VI**  
**Software Use and Authorization**

**6.01** THE MUNICIPALITY is granted a license to use the Software set forth in Article II only so long as THE MUNICIPALITY complies with the terms of this Agreement.

**6.02** THE MUNICIPALITY further covenants and warrants not to in any manner, directly or indirectly, copy, convey, transfer or allow the unauthorized use of any of the Software for which a license use is granted under this Agreement. Any such action or attempted action on the part of THE MUNICIPALITY shall be sufficient grounds for MSI to obtain equitable relief preventing same, without bond or notice to THE MUNICIPALITY.

**6.03** If THE MUNICIPALITY does not make the payments required by this Agreement, all software used under the terms of this Agreement shall be returned immediately to MSI. Failure to return the software shall be sufficient grounds for MSI to obtain equitable relief without bond or notice to THE MUNICIPALITY to effect return thereof. The System, all software, object codes, source codes, upgrades, enhancements and other intellectual property rights pertaining thereto, including patents and copyrights, constitute the sole and exclusive property of MSI.

**6.04** All confidential or proprietary information disclosed by MSI to THE MUNICIPALITY shall be held in trust and confidence by THE MUNICIPALITY at all times during the terms of this Agreement and for two (2) years thereafter. THE MUNICIPALITY shall take all reasonable precautions, but not less than those employed to protect its own confidential and proprietary information, to prevent any confidential information of MSI from being divulged to or used by third persons.

**6.05** During the term of this Agreement, THE MUNICIPALITY shall not directly or through active assistance to any third parties develop substitute or competitive software products or systems which perform the same or substantially similar functions to those performed by the System.

**ARTICLE VII**  
**Damages**

**7.01** With regard to the installation, service and support of the Software by MSI; MSI shall have no liability with respect to its obligations under this Addendum or otherwise for consequential, exemplary, special, incidental or punitive damages even if it has been advised of the possibility of such damages. In any event, the liability of MSI to THE MUNICIPALITY, for any reason and upon any cause of action, shall be limited to the lesser of the amount paid to MSI by THE MUNICIPALITY under this Addendum or \$1,000.00. This limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. Both parties understand and agree that the remedies and limitations herein allocate the risks of product and service non-conformity between the parties as authorized by the Uniform Commercial Code and of other applicable laws. The fees herein reflect, and are set in reliance upon, this allocation of risk and the exclusion of consequential damages set forth in this Addendum.

## **ARTICLE VIII**

### **Website**

**8.01** While MSI will use reasonable efforts to provide maximum uptime for the website to be used, it is agreed and understood that there will be downtime for the website due to planned and unplanned maintenance and repair of the website; and due to conditions beyond the control of MSI. MSI will provide 48 hours notice to THE MUNICIPALITY for website maintenance. THE MUNICIPALITY agrees that MSI shall have no liability for downtime of the website unless caused by MSI's own willful conduct.

**8.02** THE MUNICIPALITY will have 10 gigabytes of initial storage resources at the website. In the event that THE MUNICIPALITY exceeds 10 gigabytes of data storage, additional storage will be provided at no additional charge.

**8.03** With regard to the website access to be provided by MSI: (a) MSI shall have no liability for unauthorized access to, or alteration, theft or destruction of, the website or THE MUNICIPALITY's data files, programs or information through accident, fraudulent means or devices, and (b) MSI shall have no liability with respect to MSI's obligations under this Agreement or otherwise for consequential, exemplary, special, incidental, or punitive damages even if MSI has been advised of the possibility of such damages. In any event, the liability of MSI to THE MUNICIPALITY for any reason and upon any cause of action shall be limited to the lesser of the amount actually paid to MSI by THE MUNICIPALITY under this Agreement or \$1,000.00. This limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. The fees herein reflect, and are set in reliance upon, this allocation of risk and the exclusion of consequential damages set forth in this Agreement.

## **ARTICLE IX**

### **Agreement Modification**

**9.01** This Agreement may be modified only in writing, executed by both parties.

## **ARTICLE X**

### **Miscellaneous Provisions**

**10.01** This Agreement shall be governed by and interpreted in accordance with the Laws of the State of Illinois. Any dispute arising out of this Agreement shall be instituted in the United States District Court for the Northern District of Illinois or in the Cook County, Illinois Circuit Courts.

**10.02** This Agreement shall not be construed more strongly against the party responsible for its preparation.

**10.03** In the event that either party retains attorneys to enforce its rights under the terms of this Agreement, the prevailing party in any litigation shall be reimbursed for their reasonable attorneys' fees and other costs associated with enforcement and litigation.

**10.04** The Model Ordinance and training provided by MSI are intended to comply with existing state law and designed to be consistent therewith. However, MSI does not warrant that the Model Ordinances and training are legally sufficient and THE MUNICIPALITY should determine for itself, prior to adoption, that the same comply with existing law.

**10.05** This Agreement and the Addendums attached hereto, represent the entire Agreement between the parties.

**10.06** The parties agree that THE MUNICIPALITY and MSI are acting as separate and independent entities and neither party is partner, joint venturer, agent, or employee of the other.





**10.07** The parties shall not be liable for any delay in the performance of their obligations hereunder if such delay is caused by causes beyond the reasonable control of the parties, including, without limitation, any act of God or force majeure, or revolution, terrorist act, riot, commotion or any applicable governmental or judicial law, regulation, order or decree.

**ARTICLE XI**  
**Notices**

Any and all notices required hereunder shall be by certified mail - return receipt requested - and shall be deemed properly given and received upon mailing to the parties at the address listed below.

MUNICIPALITY:

MSI:

**VILLAGE of BENSENVILLE**  
**12 S Center**  
**Bensenville, IL 60106**

**MUNICIPAL SYSTEMS, INC.**  
**7330 College Drive, Suite 108**  
**Palos Heights, IL 60463**

**ARTICLE XII**  
**Approval**

**IN WITNESS WHEREOF** the parties have hereunto set their respective hands and seals the day and date first above written.

**VILLAGE OF BENSENVILLE, IL**  
**MUNICIPALITY**

**BY:**

\_\_\_\_\_  
Mayor/President (PRINT)

\_\_\_\_\_  
Mayor/President (SIGNATURE)

**Attested:**

\_\_\_\_\_  
Clerk (SIGNATURE)

**Date:** \_\_\_\_\_, 20 \_\_\_\_\_

**MUNICIPAL SYSTEMS, INC.**  
**An Illinois Corporation**

**BY:**

Matthew C. Regan  
\_\_\_\_\_  
Chief Operating Officer (PRINT)

\_\_\_\_\_  
Chief Operating Officer (SIGNATURE)

**Attested:**

\_\_\_\_\_  
Secretary (SIGNATURE)

**Date:** \_\_\_\_\_, 20 \_\_\_\_\_

## ADDENDUM "A"

### Additional Hardware and Services

The Village of Bensenville has opted to include hardware, print and mail services, and ODBC connectivity as part of this agreement. MSI will provide the hardware and services in accordance with the list below.

QTY	ITEM	DESCRIPTION	COST
6	Handheld Computer	Dolphin 9900 Handheld Computer (with HomeBase cradle and connection cables and applicable software)	Included in monthly fee
	Accessories	-Holster, All Weather or Protective Cover	
		-Spare Battery	
		-Coiled Cord w/RJ45	
		-Adapter, RJ-45 to DB-9 FEM	
		-Stylus Kit – 3 pack	
6	Printer	-Zebra QL320 portable printer	
TOTAL			

**PRINT and MAIL Services** - Notices to be printed and mailed every seven (7) days, includes #10 window envelopes. (Postage is not included, actual postage will be billed monthly). The number of notices and timing between notices are to be agreed upon for each type of violation. MSI shall prepare and CLIENT shall review the language contained in the notices that will be sent on behalf of CLIENT under this agreement. MSI will review and consider any suggested revisions to notices. MOS notices will comply with state rules and regulations.

**ODBC connectivity to Municipal Offense System data to be included** – Municipal Systems, Inc. will support downloading any and all data within MOS; this data can be accessed via ODBC. ODBC connectivity will be allowed via any Village of Bensenville connected system. Additionally MSI will provide data schema for the above which includes all tables, fields and field descriptions.

**Custom Interface** - Automated daily export of open/paid tickets to 3<sup>rd</sup> party on-line credit card service and update of tickets paid through on-line service into the MSI software. Should Bensenville forego the use of ViolationsPayment.com on-line payment service and authorize MSI to complete this custom interface, the Village will be billed an additional programming fee of \$4,000. This interface will accommodate all 3 MSI modules.

**MSI COVENANTS AND WARRANTS** the computer hardware supplied to be adequate for all purposes contemplated for usage.

**HARDWARE OWNERSHIP:** The Municipality will own the equipment at the end of 36 month term.

**WARRANTY:** All hardware purchased has a manufacturer's service warranty of 1-year. MSI will be responsible for the maintenance, repairs, and replacement of said equipment resulting from normal use for a period of 3 years.

**DELIVERY:** MSI purchases and accepts delivery of all equipment in advance of shipment to THE MUNICIPALITY in order to load, configure and test each item. These functions are performed as a service to THE MUNICIPALITY, and this period may reduce the original manufacturer's warranty period.

**HOLD HARMLESS:** THE MUNICIPALITY agrees to hold MSI harmless for all claims, damages, losses and expenses resulting, in whole or in part, from hardware defects or failures.

IN WITNESS WHEREOF, the parties have executed this addendum on the first date written below.

**VILLAGE OF BENSENVILLE**  
**Municipality**

\_\_\_\_\_  
Mayor/President (PRINT)

By: \_\_\_\_\_  
Mayor/President (SIGNATURE)

**Attested:**

\_\_\_\_\_  
Clerk (SIGNATURE)

**Date:** \_\_\_\_\_, 20 \_\_\_\_\_

**MUNICIPAL SYSTEMS, INC.**  
**An Illinois Corporation**

Matthew C. Regan  
\_\_\_\_\_  
Chief Operating Officer (PRINT)

By \_\_\_\_\_  
Chief Operating Officer (SIGNATURE)

**Attested:**

\_\_\_\_\_  
Secretary (SIGNATURE)

**Date:** \_\_\_\_\_, 20 \_\_\_\_\_



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*Municipal Software & Administrative Adjudication Consultants*

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December 1, 2010

Village of Bensenville  
12 S Center  
Bensenville, IL 60106

Ref: "Standard Terms and Conditions" Contract  
**(Administrative Building Code) AND**  
**(Municipal Ordinance Violation Enforcement)**  
**Non-Home Rule**

Enclosed is the Agreement for the implementation of an **Administrative Building Code (ABC) and Municipal Ordinance Violation Enforcement (MOVE)** adjudication system for your review and hopefully eventual approval.

To execute the Agreement, complete the following and forward two copies of the executed Agreement to Municipal Systems, Inc. We will execute and return one copy of the Agreement for your files.

page 1                      Enter the day, month and year of execution.

page 10                     Signature of the VILLAGE PRESIDENT/MAYOR and Clerk.

Thank you for your interest in the ABC and MOVE system and I look forward to working with you and the municipality during this period of consideration.

Respectfully,

Dan McDonald  
Sales Manager

# ***STANDARD TERMS AND CONDITIONS***

## ***For The IMPLEMENTATION OF AN ADMINISTRATIVE BUILDING CODE AND MUNICIPAL ORDINANCE VIOLATION ENFORCEMENT HEARING SYSTEM***

***WITHIN THE***

***VILLAGE of BENSENVILLE, IL***

***PRESENTED ON:***

December 1, 2010

(If not accepted, Offer expires 60 days from the above Presentation Date)

***PRESENTED BY:***

Municipal Systems, Inc.  
7330 College Drive, Suite 108  
Palos Heights, IL 60463  
(708) 448-6934 FAX 448 -1749

# STANDARD TERMS AND CONDITIONS

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## **(Administrative Building Code and Municipal Ordinance Violation Enforcement)**

**Municipal Systems, Inc.**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Municipal Systems, Inc., an Illinois corporation with principal offices situated at 7330 College Dr., Suite 108, Palos Heights, IL 60463, (hereinafter referred to as MSI), and **VILLAGE of BENSENVILLE, IL** an incorporated Municipality of the State of Illinois with VILLAGE/CITY offices situated at **12 S Center, Bensenville, IL** (hereinafter referred to as "THE MUNICIPALITY").

### **WITNESSETH**

**WHEREAS**, the Legislature of the State of Illinois has enacted a Statute, 65 ILCS 5/11-31.1-2, and 65 ILCS 5/1-2.2, allowing a municipality to exercise enforcement power including, but not limited to, all locally established ordinance violations and implementations of fines and sanctions for violations of ordinances and regulations imposed; and

**WHEREAS**, the Legislature of the State of Illinois has enacted a Statute, 65 ILCS 5/11-31.1-2, allowing a municipality to establish a system of administrative hearings for violations of ordinances and regulations concerning Building and Zoning(the "Code"); and

**WHEREAS**, the Legislature of the State of Illinois has enacted a Statute, 65 ILCS 5/1-2.2, allowing a municipality to establish a system of administrative hearings for violations of ordinances and regulations concerning its "Code"; and

**WHEREAS**, THE MUNICIPALITY is a municipality incorporated under the Laws of the State of Illinois and empowered under 65 ILCS 5/11-31.1-2, and 65 ILCS 5/1-2.2 to enact ordinances and regulations, impose fines for violations thereof and to establish a system of administrative hearings for violations of ordinances and regulations; and

**WHEREAS**, THE MUNICIPALITY desires to implement its authority under 65 ILCS 5/11-31.1-2, and 65 ILCS 5/1-2.2; and

**WHEREAS**, MSI has the knowledge, experience and expertise as well as computer software to assist THE MUNICIPALITY in implementing an effective administrative hearing system; and

**WHEREAS**, it is contemplated THE MUNICIPALITY will generate additional revenues and compliance through an effective administrative hearing system,

**NOW, THEREFORE**, in consideration of the mutual and several promises and covenants herein contained, the parties do hereby agree as follows:

**ARTICLE I**  
**General Terms**

**1.01** THE MUNICIPALITY agrees to utilize MSI as the exclusive provider of the service and computer software for the implementation of an administrative hearing system (the "System") for the adjudication of Code violations as allowed under 65 ILCS 5/11-31.1-2, and 65 ILCS 5/1-2.2; and to pay MSI in accordance with the terms and conditions hereinafter set forth.

**1.02** MSI agrees to provide specified services and computer software to THE MUNICIPALITY in accordance with the terms and conditions hereinafter set forth.

**1.03** The term of this Agreement shall commence on the first day set forth above and shall continue until the end of the thirty-sixth billing month, as that term is defined in this Agreement. Unless written notice of termination is given by either party to the other at least sixty (60) days prior to expiration of the initial term or any extended term, this Agreement shall remain in effect for additional extended terms of twelve (12) months at which point can be cancelled at any time with at least thirty (30) days notice.

**ARTICLE II**  
**Terms and Conditions**

**2.01** For and in consideration of payments to be made by THE MUNICIPALITY as described in ARTICLE III of this Agreement, MSI agrees to provide:

**2.01.1 COMPUTER SOFTWARE** (the "Software"): as more particularly set forth herein:

**2.01.1.1 LICENSE:** In consideration of the software license below, MSI grants to THE MUNICIPALITY a non-exclusive, non-transferable license to use the object code for the standard or network program identified below. **THIS LICENSE IS NOT TRANSFERABLE TO ANY OTHER PROCESSOR NOR MAY IT BE SUBLICENSSED WITHOUT WRITTEN AUTHORIZATION FROM MSI.**

LICENSING	SOFTWARE	PROGRAM	VERSION
1	(ABC) Administrative Building Code	Web Based	OLV
1	(MOVE) Municipal Ordinance Violation Enforcement	Web Based	OLV

**2.01.1.2 WARRANTY:** MSI warrants, that during the term of the Agreement and any extended term, the software supplied hereunder will perform substantially in accordance with the representations set forth in this Agreement and the Software's System Users' Manual. Should the software fail to meet those requirements, MSI shall replace the defective software. This warranty shall not cover software errors or nonconformities resulting from (i) modifications of the software by THE MUNICIPALITY or a third party, (ii) THE MUNICIPALITY's negligence or fault, (iii) hardware malfunction, or (iv) THE MUNICIPALITY's failure to use the System for its intended purpose. **MSI EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW,**

**MSI SHALL NOT BE LIABLE HEREUNDER FOR ANY CONSEQUENTIAL OR SECONDARY DAMAGES. MSI'S ONLY OBLIGATION HEREUNDER IS TO REPLACE DEFECTIVE SOFTWARE.**

**2.01.1.3 UPGRADES:** Software upgrades to the program or programs provided under the terms of the Agreement shall be provided to THE MUNICIPALITY at no additional cost when those upgrades are made available generally to MSI's customers. New programs are not considered an upgrade and may be offered at an additional cost. Failure of THE MUNICIPALITY to accept upgrades when offered will void MSI's obligation to provide support services as required in Article 2.01.3.

**2.01.2 TRAINING:** Training for employees of THE MUNICIPALITY as may initially be required to allow said employees to operate the computer software supplied by MSI as specified below:

Provided	Description	Estimate of Hours
1	ABC/MOVE Training	20
	<b>TOTAL:</b>	<b>20</b>

**2.01.2.1** If during the period of this Agreement or any extended term, THE MUNICIPALITY requests additional training, or training after initial implementation of the System, MSI will charge THE MUNICIPALITY at the current hourly rate as specified for training in Article 2.01.3 below. The rates are valid for the initial 36 month term of this Agreement. Thereafter, the then prevailing current rates as established by MSI shall apply.

**2.01.3 SUPPORT** to THE MUNICIPALITY for the specified software in this Agreement shall include those services necessary to cause said software to perform in conformance with the warranty provided for in Article 2.01.1.2. In the event that service is provided for what is determined to be a problem which is not covered by the warranty, THE MUNICIPALITY shall pay for the services rendered as an extra cost according to the rates set forth in Article 2.01.3.1:

Software warranty support costs during the initial term of this Agreement and any extended term are covered by the monthly compensation as set forth in Articles III and IV, below. Costs for support services not covered by warranty and any additional services requested by THE MUNICIPALITY shall be charged in accordance with the following, during the initial term and at MSI's then prevailing rates during any extended terms.

DESCRIPTION OF SERVICES		COST	
1. Non-warranty Customer Telephone Support		\$125.00 per hour	
Free for 90 days from installation date		Billed in 15 minute increments	
2. On-Site Customer Assistance		\$125.00 per hour	
3. Technical Specialist		\$140.00 per hour	
4. Programming Service		\$140.00 per hour	
6. Travel - Mileage Rate	(Includes travel time)	\$.75 cents per mile round trip	(travel time included)



**2.01.3.2** Initial installation shall include installation of the software on one stand alone computer or one server and two network nodes, any additional installation shall be an extra cost and provided in accordance with the rates set forth in Article 2.01.3.1.

**2.01.4 SOFTWARE SYSTEM USERS' MANUALS**, sample forms and reports.

**2.01.5 SPECIFICATIONS FOR SUPPLIES** needed or required, it being understood that THE MUNICIPALITY need not purchase supplies from or through MSI, but any supplies obtained from sources other than MSI or MSI designated suppliers must meet all specifications as are set forth by MSI.

**2.01.6 MSI COVENANTS AND WARRANTS** that it has the full power and authority to license the use of the computer software set forth in subsection (1) above.

**2.01.7 ENVIRONMENTAL SOFTWARE** necessary to operate the program software.

**2.02** For and in consideration of MSI providing THE MUNICIPALITY with the afore stated services and computer software, THE MUNICIPALITY hereby covenants and warrants that it will:

**2.02.1 ENACT A MUNICIPAL ORDINANCE** providing for the regulation of Code violations within the geographical boundaries of THE MUNICIPALITY as allowed by statutes, 65 ILCS 5/11-31.1-2 and 65 ILCS 5/1-2.2, and the assessment of fines and other sanctions for such Code violations.

**2.02.2 ENACT A MUNICIPAL ORDINANCE** providing for the establishment of a system of administrative adjudication of Code violations under 65 ILCS 5/11-31.1-2 and 65 ILCS 5/1-2.2, or any other applicable Law, within the geographical boundaries of THE MUNICIPALITY. Should MSI update or change the software which it provides, and THE MUNICIPALITY does not adopt necessary amendments to its ordinance, or THE MUNICIPALITY adds violation areas not supported by MSI's software, MSI shall not be responsible for support services or any deficiencies in the administrative adjudication system caused by inconsistencies between the ordinance and the software.

**202.3 MANAGE ITS SYSTEM'S FIREWALL** settings to allow access to the remote web database by its personal computers and workstations. MSI shall have no liability or responsibility resulting from the Municipality's failure to properly manage said firewall settings.

**2.02.4 PROVIDE SUFFICIENT PERSONNEL**, as may be required to operate and/or manage the System, including but not limited to:

**2.02.4.1** computer operator/system coordinator - person to input citation information, hearing dates and notices, and payment receipts - responsible for daily operation of computer system.

**2.02.4.2** building inspector - a full time municipal employee whose duties include the inspection or examination of structures and properties to determine if zoning or other "code" violations exist.

**2.02.4.3** hearing officer - an attorney licensed to practice law in the state of Illinois having completed a formal training program in administrative adjudication authorized to conduct hearings, accept testimony and evidence, issue subpoenas to witnesses, preserve and authenticate the record of the hearing, and issue a determination relevant to the existence of a code violation; and

**2.02.4.4** code hearing department - a person or unit whose function is to expedite the presentation and correction of “code” violations.

**2.02.4.5** hearing room personnel - persons responsible for hearing room decorum.

Note: It is understood that one person may fulfill one or more of these positions depending upon the size of THE MUNICIPALITY and System needs.

**2.02.5 PURSUE THE ENFORCEMENT** of the Code within the geographical boundaries of THE MUNICIPALITY to the fullest extent permitted by Statute, 65 ILCS 5/11-31.1-2 and 65 ILCS 5/1-2.2 or any other applicable Law through use of the System.

**2.02.6 PURSUE THE COLLECTION** of sanctions and fines assessed pursuant to an applicable Law, to the fullest extent permitted by Law. Should THE MUNICIPALITY not collect the imposed fines, or other sanctions, or other required notice, the pursuit of the collection of fines shall be through the use of a commercial collection service.

**2.02.7 COMPENSATE MSI FOR** the use of the System, including its software, for all offenses THE MUNICIPALITY includes for adjudication during the term of this Agreement. MSI will also provide the following services listed in: **ADDENDUM B**

**2.02.8** The Municipality understands and agrees that the Software is “web-based”, and that all of the Municipality’s access to and storage of its data relative to the use of the Software for its Administrative Hearing System shall be through a website procured by MSI. Therefore, the Municipality must have high speed (not dial-up) access to the internet; and must have computer software and hardware which meet the following minimum specifications:

Web Based Environment

--	Client:	Windows 2000 SP 4 or higher/Windows XP SP 2 or higher/Windows Vista, Windows 7.
--	RAM:	Windows 2000/XP - 512 MB or higher. Windows Vista 1GB or higher.
--	Broadband:	DSL or higher.

Note: Failure to meet the above minimum hardware requirements by THE MUNICIPALITY will void the MSI warranty for the Software as more particularly set forth in Article 2.01.1.2 above

**ARTICLE III**  
**Compensation**

**3.01** THE MUNICIPALITY agrees to make a monthly payment to MSI for and in consideration of the initial installation of hardware and environmental software (if applicable), along with installation of software, initial training, software license, warranty, and support, as set forth in Article 2.01, for period of 36 billing months, as that term is defined below.

**3.01.1** The parties further agree that MSI's compensation hereunder shall include, in addition to the Monthly Amount, 25% of all revenues collected from violations processed through the System each

billing month during the term of this Agreement. The first billing month shall be established as the first full calendar month after the first administrative hearing conducted by THE MUNICIPALITY pursuant to this Agreement, and that month and each month thereafter are defined as billing months. However, once MSI performs its obligation to install the software necessary to begin operation of the System, the obligation of THE MUNICIPALITY to pay the Monthly Amount shall commence with the first calendar month after MSI completes installation. Any Monthly Amounts paid by THE MUNICIPALITY prior to the commencement of the billing months shall not affect the length of the term of this Agreement.

**3.01.2** Billing for extra services provided to THE MUNICIPALITY shall occur at the end of the month in which they are rendered and shall be due with that month's monthly amount or extension monthly amount, as the case may be.

**3.01.3** Payments to MSI shall be due not later than 45 days after the last day of each month for which a payment is due and paid by terms of the Illinois Prompt Payment Act.

**3.01.4** The payments to MSI shall be accompanied by an itemized statement showing the receipts collected, the source of the funds, the date received and other information reasonably necessary to verify the monthly payment to MSI. MSI is expressly granted the right to receive an itemization of all cash receipts of THE MUNICIPALITY pertaining to violations processed through the System.

## **3.02 AUDIT**

**3.02.1** MSI from time to time may, at its cost, hire a licensed Certified Public Accounting firm to audit THE MUNICIPALITY's books and records to determine the revenues collected through the System for any year during the term of this Agreement. If the audit shows that the actual revenues for the audited year were greater than the revenues reported by THE MUNICIPALITY, then THE MUNICIPALITY shall, within 45 days of receipt of written notice from MSI including a copy of the audit, pay to MSI 25% of the previously unreported amount. In addition, if the audit shows that the amount of the actual revenues exceeded the revenues reported by five percent (5%) or more, then within the same 45 day period, THE MUNICIPALITY shall reimburse MSI for the costs and expenses of the audit. Any amounts due to MSI under this paragraph which remain unpaid after the 45 day period shall be subject to a late payment charge of 1.0% per month until paid in full.

**3.02.2** If MSI conducts an audit pursuant to the above Article 3.02.1, the following provisions shall apply: (i) MSI shall provide THE MUNICIPALITY with seven (7) days prior written notice as to the date and time of the proposed audit and the name and address of the auditor; (ii) the audit shall be conducted in a manner that does not unreasonably interfere with THE MUNICIPALITY's daily business and affairs; and (iii) THE MUNICIPALITY shall ensure that the auditor has access to all books and records necessary to conduct the audit.

## **ARTICLE IV Software License; Extension**

**4.01** In the event that THE MUNICIPALITY chooses to extend the term of the Agreement for one or more 12 month periods, the terms of payment as set forth in Article III, above shall remain in effect.

**4.01.1** Such payments shall be timely and THE MUNICIPALITY acknowledges and agrees that continued use of the software or the providing of services without prompt payment therefore is a violation of the license to use the software.

## **ARTICLE V**

### **Termination**

**5.01** THE MUNICIPALITY acknowledges and agrees that MSI will have substantially performed its initial obligations under this Agreement upon the installation of the computer software system within facilities of THE MUNICIPALITY and the completion of training for designated municipal employees.

**5.02** It is agreed that THE MUNICIPALITY may terminate this Agreement upon written notice to MSI of its non-compliance with the terms of this Agreement and upon MSI's failure to cure the default (non-compliance) within thirty (30) days of the date written notice is received from THE MUNICIPALITY. In the event THE MUNICIPALITY terminates the Agreement due to MSI's failure to cure the default, no further payments past the effective date of termination will be due to MSI, except for payments due for hardware, per Addendum A hereto, if applicable.

**5.03** In addition to any other remedies of MSI hereunder or under applicable law, MSI may terminate this Agreement upon written notice to THE MUNICIPALITY of its non-compliance with the terms of the Agreement and upon THE MUNICIPALITY's failure to cure the default (non-compliance) within thirty (30) days of the date written notice is received from MSI. MSI's termination of this Agreement shall not affect any other rights or remedies of MSI, including the right to bring an action for unpaid amounts due hereunder, actions for injunctive relief and actions for damages incurred by MSI as a result of any breach of this Agreement by THE MUNICIPALITY.

**5.04** Upon termination of this Agreement, the License shall terminate and the System and all software and other intellectual property comprising the System, including all upgrades and modifications thereto and all information and ideas which are of value primarily in connection with this System shall be immediately returned to MSI by THE MUNICIPALITY.

## **ARTICLE VI**

### **Software Use and Authorization**

**6.01** THE MUNICIPALITY is granted a license to use the Software set forth in Article II only so long as THE MUNICIPALITY complies with the terms of this Agreement.

**6.02** THE MUNICIPALITY further covenants and warrants not to in any manner, directly or indirectly, copy, convey, transfer or allow the unauthorized use of any of the Software for which a license use is granted under this Agreement. Any such action or attempted action on the part of THE MUNICIPALITY shall be sufficient grounds for MSI to obtain equitable relief preventing same, without bond or notice to THE MUNICIPALITY.

**6.03** If THE MUNICIPALITY does not make the payments required by this Agreement, all software used under the terms of this Agreement shall be returned immediately to MSI. Failure to return the software shall be sufficient grounds for MSI to obtain equitable relief without bond or notice to THE MUNICIPALITY to effect return thereof. The System, all software, object codes, source codes, upgrades, enhancements and other

intellectual property rights pertaining thereto, including patents and copyrights, constitute the sole and exclusive property of MSI.

**6.04** All confidential or proprietary information disclosed by MSI to THE MUNICIPALITY shall be held in trust and confidence by THE MUNICIPALITY at all times during the terms of this Agreement and for two (2) years thereafter. THE MUNICIPALITY shall take all reasonable precautions, but not less than those employed to protect its own confidential and proprietary information, to prevent any confidential information of MSI from being divulged to or used by third persons.

**6.05** During the term of this Agreement, THE MUNICIPALITY shall not directly or through active assistance to any third parties develop substitute or competitive software products or systems which perform the same or substantially similar functions to those performed by the System.

## **ARTICLE VII**

### **Damages**

**7.01** With regard to the installation, service and support of the Software by MSI; MSI shall have no liability with respect to its obligations under this Addendum or otherwise for consequential, exemplary, special, incidental or punitive damages even if it has been advised of the possibility of such damages. In any event, the liability of MSI to THE MUNICIPALITY, for any reason and upon any cause of action, shall be limited to the lesser of the amount paid to MSI by THE MUNICIPALITY under this Addendum or \$1,000.00. This limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. Both parties understand and agree that the remedies and limitations herein allocate the risks of product and service non-conformity between the parties as authorized by the Uniform Commercial Code and of other applicable laws. The fees herein reflect, and are set in reliance upon, this allocation of risk and the exclusion of consequential damages set forth in this Addendum.

## **ARTICLE VIII**

### **Website**

**8.01** While MSI will use reasonable efforts to provide maximum uptime for the website to be used, it is agreed and understood that there will be downtime for the website due to planned and unplanned maintenance and repair of the website; and due to conditions beyond the control of MSI. MSI will provide 48 hours notice to THE MUNICIPALITY for website maintenance. THE MUNICIPALITY agrees that MSI shall have no liability for downtime of the website unless caused by MSI's own willful conduct.

**8.02** THE MUNICIPALITY will have 10 gigabytes of initial storage resources at the website. In the event that THE MUNICIPALITY exceeds 10 gigabytes of data storage, additional storage will be provided at no additional charge.

**8.03** With regard to the website access to be provided by MSI: (a) MSI shall have no liability for unauthorized access to, or alteration, theft or destruction of, the website or THE MUNICIPALITY's data files, programs or information through accident, fraudulent means or devices, and (b) MSI shall have no liability with respect to MSI's obligations under this Agreement or otherwise for consequential, exemplary, special, incidental, or punitive damages even if MSI has been advised of the possibility of such damages. In any event, the liability of MSI to THE MUNICIPALITY for any reason and upon any cause of action shall be limited to the lesser of the amount actually paid to MSI by THE MUNICIPALITY under this Agreement or \$1,000.00. This

limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. The fees herein reflect, and are set in reliance upon, this allocation of risk and the exclusion of consequential damages set forth in this Agreement.

#### **ARTICLE IX**

##### **Agreement Modification**

**9.01** This Agreement may be modified only in writing, executed by both parties.

#### **ARTICLE X**

##### **Miscellaneous Provisions**

**10.01** This Agreement shall be governed by and interpreted in accordance with the Laws of the State of Illinois. Any dispute arising out of this Agreement shall be instituted in the United States District Court for the Northern District of Illinois or in the Cook County, Illinois Circuit Courts.

**10.02** This Agreement shall not be construed more strongly against the party responsible for its preparation.

**10.03** In the event that either party retains attorneys to enforce its rights under the terms of this Agreement, the prevailing party in any litigation shall be reimbursed for their reasonable attorneys' fees and other costs associated with enforcement and litigation.

**10.04** The Model Ordinance and training provided by MSI are intended to comply with existing state law and designed to be consistent therewith. However, MSI does not warrant that the Model Ordinances and training are legally sufficient and THE MUNICIPALITY should determine for itself, prior to adoption, that the same comply with existing law.

**10.05** This Agreement and the Addendums attached hereto, represent the entire Agreement between the parties. The parties agree that THE MUNICIPALITY and MSI are acting as separate and independent entities and neither party is partner, joint venturer, agent, or employee of the other.

**10.06** The parties shall not be liable for any delay in the performance of their obligations hereunder if such delay is caused by causes beyond the reasonable control of the parties, including, without limitation, any act of God or force majeure, or revolution, terrorist act, riot, commotion or any applicable governmental or judicial law, regulation, order or decree.

#### **ARTICLE XI**

##### **Notices**

Any and all notices required hereunder shall be by certified mail - return receipt requested - and shall be deemed properly given and received mailing to the parties at the address listed below.

MUNICIPALITY:

**VILLAGE of BENSENVILLE**  
12 S Center  
Bensenville, IL 60106

MSI:

**MUNICIPAL SYSTEMS, INC.**  
7330 College Drive, Suite 108  
Palos Heights, IL 60463

**ARTICLE XII**  
**Approval**

**IN WITNESS WHEREOF** the parties have hereunto set their respective hands and seals the day and date first above written.

**VILLAGE OF BENSENVILLE, IL**  
MUNICIPALITY

**BY:**

\_\_\_\_\_  
Mayor/President (PRINT)

\_\_\_\_\_  
Mayor/President (SIGNATURE)

**Attested:**

\_\_\_\_\_  
Clerk (SIGNATURE)

**Date:** \_\_\_\_\_, 20\_\_\_\_

**MUNICIPAL SYSTEMS, INC.**  
An Illinois Corporation

**BY:**

Matthew C. Regan  
\_\_\_\_\_  
Chief Operating Officer (PRINT)

\_\_\_\_\_  
Chief Operating Officer (SIGNATURE)

**Attested:**

\_\_\_\_\_  
Secretary (SIGNATURE)

**Date:** \_\_\_\_\_, 20\_\_\_\_

## ADDENDUM "B"

### Additional Services

MSI will include for The Village of Bensenville the following services:

**ODBC connectivity to Municipal Offense System data to be included** - Municipal Systems, Inc. will support downloading any and all data within MOVE & ABC; this data can be accessed via ODBC. ODBC connectivity will be allowed via any Village of Bensenville connected system. Additionally MSI will provide data schema for the above which includes all tables, fields and field descriptions.

**Custom Interface - Automated daily import of Violations from VOB inspection software.**

**Custom Interface - Automated daily export of open/paid tickets to on-line credit card service and update of tickets paid through on-line service into the MOVE - ABC software. Price for custom interface is included in Addendum A of Municipal Offense System contract.**

IN WITNESS WHEREOF, the parties have executed this addendum on the first date written below.

**VILLAGE OF BENSENVILLE**  
**Municipality**

\_\_\_\_\_  
Mayor/President (PRINT)

By: \_\_\_\_\_  
Mayor/President (SIGNATURE)

**Attested:**

\_\_\_\_\_  
Clerk (SIGNATURE)

**Date:** \_\_\_\_\_, 20 \_\_\_\_\_

**MUNICIPAL SYSTEMS, INC.**  
**An Illinois Corporation**

Matthew C. Regan

\_\_\_\_\_  
Chief Operating Officer (PRINT)

By \_\_\_\_\_  
Chief Operating Officer (SIGNATURE)

**Attested:**

\_\_\_\_\_  
Secretary (SIGNATURE)

**Date:** \_\_\_\_\_, 20 \_\_\_\_\_



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

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT  
WITH MUNICIPAL COLLECTION SERVICES, INC., FOR THE IMPLEMENTATION  
OF COLLECTIONS IN CONNECTION WITH DEBTS OWED TO THE VILLAGE**

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, that the Village Manager be, and the same is, hereby authorized and directed to execute on behalf of the Village, and the Village Clerk to attest thereto, the execution of An Agreement Between Municipal Collection Services, Inc., and the Village of Bensenville for purposes of implementing collections in connection with various municipal debts due and owing to the Village of Bensenville, which is attached hereto as Exhibit "A", which is subject to final attorney review and approval.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 8<sup>th</sup> day of February, 2011.

APPROVED:

\_\_\_\_\_  
Frank Soto  
President

ATTEST:

\_\_\_\_\_  
JoEllen Ridder, Village Clerk

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

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

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



---

*The Municipal Collection Specialist*

## Collection Contract

Village of Bensenville  
12 S Center  
Bensenville, IL. 60106

Attached is an agreement for THE MUNICIPALITY's consideration in regards to Municipal Collection Services, Inc. (MCSI) providing collection services. Please contact me if you any questions.

To execute, please make two copies of this agreement, sign and date both copies and return to MCSI. We will execute by signing both, return a copy to the Village of Bensenville and retain one copy on file here.

We appreciate the Village of Bensenville considering our collection services and look forward to serving your needs in the future should the decision be to contract with MCSI.

Sincerely,

Dan McDonald  
Sales Manager

*7330 College Drive, Suite 108, Palos Heights, Illinois 60463 (708)448-6934 Fax (708)448-1749*

**Collections Contract  
For  
Collection Services**

**WITHIN THE**

***Village of Bensenville, IL***

***PRESENTED ON: 12/01/2010***

(If not accepted, Offer expires in 60 days)

***PRESENTED BY:***

Municipal Collection Services, Inc.  
7330 College Drive, Suite 108  
Palos Heights, IL 60463  
(708) 448-6934 FAX 448 -1749

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# COLLECTION SERVICES AGREEMENT

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## **Municipal Collection Services, Inc.**

AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Municipal Collection Services Incorporated, an Illinois corporation (hereinafter referred to as MCSI), and the **Village of Bensenville**, Illinois (hereinafter referred to as THE MUNICIPALITY).

### **WITNESSETH**

**WHEREAS**, MCSI is a duly licensed collection agency in the State of Illinois, and;

**WHEREAS**, THE MUNICIPALITY wishes to list certain debts owed to the MUNICIPALITY with MCSI for collection;

**WHEREAS**, MCSI possesses the personnel, experience, expertise, and equipment to effectively aid THE MUNICIPALITY in collecting its debts through an effective collection process and court actions, if necessary.

**NOW, THEREFORE**, in consideration of the mutual and several promises and covenants herein contained, the parties do hereby agree as follows:

### **ARTICLE I**

THE MUNICIPALITY agrees that any debts listed for collection with MCSI will be collected and administered pursuant to all of the terms and conditions in this Agreement.

All municipal debts listed for collection will be forwarded to MCSI, using the forms and procedures designated by MCSI and agreed upon by municipality.

MCSI agrees that no debt will be moved to collections without the approval of the MUNICIPALITY Finance Director or designated representative.

Upon request of MCSI THE MUNICIPALITY will provide certified copies of documents necessary for use of MCSI in collection and any court action as necessary.

MCSI will acknowledge receipt of any documents listed for collection within five days thereof.

## **ARTICLE II**

MCSI agrees to use its best efforts and any lawful means which in its judgment and discretion it believes will result in the collection of debts listed for collection.

MCSI will pursue court action to obtain/perfect civil judgments when in its judgment and discretion it believes such action is advisable and will aid in its collection efforts.

In compliance with Illinois law, no violation will be referred to an attorney without five days prior written notice to THE MUNICIPALITY of MCSI's intention to do so.

## **ARTICLE III**

No fees will be payable to MCSI until such time as any money is collected, at which time MCSI will be paid as follows:

- A. MCSI will be entitled to any costs awarded by the Court in the collection of the debt. If no additional expense amount is awarded for costs, this section (A) will not apply.
- B. The MUNICIPALITY will solely be entitled to any fees recovered to cover the expenses of boot or tow. MCSI will be entitled to 35% of the amount attributed to the ticket.
- C. Thirty-five (35%) of the balance of the amount collected on each file.

## **ARTICLE IV**

MCSI shall have the exclusive right to collect the amounts owed hereunder until such time as it chooses, in its sole direction, to return the outstanding debt to THE MUNICIPALITY. From time to time THE MUNICIPALITY may request a debt to be returned by sending a 30 day notice to MCSI. MCSI collection manager will review the request with THE MUNICIPALITY; if little or progress has been made to collect the debt, a determination will be made on returning the debt to MUNICIPALITY. Any inquiries concerning any debt listed for collection; including attempts to make payment thereon, shall be referred at the earliest possible time to MCSI.

MCSI will deposit any money collected in THE MUNICIPALITY's separate bank trust account established for that purpose.

After deduction of its fees and costs allowable by this Agreement, MCSI will forward to THE MUNICIPALITY, its share of any amounts collected. Remittance to the MUNICIPALITY will be made by the 17th of the month for any amounts collected by the last day of the preceding month.

In the event that any funds are paid to THE MUNICIPALITY on debts which have been listed for collection, THE MUNICIPALITY will report such collections to MCSI no later than 5 business days from the date of receiving funds, for accounting under this Article.

## **ARTICLE V**

THE MUNICIPALITY hereby authorizes MCSI to compromise, or reach negotiated settlements on any debt listed for collection with exception of fees associated with boot and tow. However, unless otherwise authorized by the MUNICIPALITY in writing, any such settlements shall be in conformance with the minimum amounts as set forth. The parties agree that no violation or other claims mutually agreed upon listed for collection will be settled, negotiated or compromised for less than 50% of the violation of the amount due and 100% of costs resulting from boot and tow.

Should THE MUNICIPALITY make any settlement or otherwise take any action in derogation of MCSI's exclusive right to collect debts listed for collection, then MCSI shall be entitled to payment in full, as delineated in Articles III and IV hereof, based on the full amount, as listed. Any such payments which may become due may be deducted from the MUNICIPALITY's next monthly payment from MCSI.

#### **ARTICLE VI**

MCSI agrees to indemnify and hold THE MUNICIPALITY harmless against any and all liability, costs and expenses including attorney fees, occasioned by claims or suits for loss or damages arising out of the acts of the agents, servants or employees of MCSI during the term of this Agreement. Conversely, THE MUNICIPALITY agrees to indemnify and hold MCSI harmless against any and all liability, costs and expenses including attorney fees, occasioned by the claims or suits for loss or damages arising out of the acts of THE MUNICIPALITY, its servants or employees.

Further, the MUNICIPALITY warrants and represents to MCSI that any debt listed for collection will be a legal and valid debt owed to the MUNICIPALITY; and in addition to the indemnities listed above, the MUNICIPALITY agrees to indemnify and hold MCSI harmless against any and all liability, costs and expenses including attorneys' fees occasioned by claims or suits under the Federal "Fair Debt Collection Practices Act", or the Illinois "Collection Agency Act", due to the breach of these warranties and representations.

#### **ARTICLE VII**

The term of this Agreement is for a period of 36 months from the date first above written, however, it shall continue under the same terms and conditions for additional one year periods until termination by either party, by notice given in writing to the other party, at least ninety days prior to the end of any one year period.

However, in the event of termination of the Agreement by either party, MCSI shall retain its exclusive right to collect any debt listed for collection for six (6) months from the date of termination.

#### **ARTICLE VIII**

Every six (6) months, MCSI will return to THE MUNICIPALITY such debts which it determines, in its sole judgment and discretion, to be uncollectible.

#### **ARTICLE IX**

Any notices to be given pursuant to this Agreement shall be deemed as served when placed in the United States Mail, with postage prepaid, sent by certified mail, return receipt requested; to the address designated, in writing, by either party. Until such time as a different address is designated notices shall be sent as follows:

If to MCSI,

**MUNICIPAL COLLECTION SERVICES INC.  
7330 College Drive, Suite 108  
Palos Heights, Illinois 60463**

If to THE MUNICIPALITY,

**Village of Bensenville  
12 S Center  
Bensenville, IL. 60106**

## ARTICLE X

Except as indicated above, MCSI shall defend and indemnify THE MUNICIPALITY from any claim or action arising out of MCSI'S performance or non-performance of its obligations under this agreement, including but not limited to any violation of the Fair Debt Collection Practice Act, any law dealing with the credit rating of any individual, and other applicable Federal and State laws arising out of the acts or omissions of MCSI or its agents or employees.

## ARTICLE XI

This Agreement contains the entire agreement between the parties hereto and supersedes any prior agreements or understandings between the parties. This agreement may only be altered or modified by written instrument signed by both parties.

**IN WITNESS WHEREOF**, the parties have signed and sealed this Agreement on the date first above written.

**VILLAGE of BENSENVILLE**  
MUNICIPALITY

**BY:**

\_\_\_\_\_  
Mayor/President (PRINT)

\_\_\_\_\_  
Mayor/President (SIGNATURE)

**Attested:**

\_\_\_\_\_  
Clerk (Signature)

**Date:** \_\_\_\_\_, 20\_\_\_\_

**MUNICIPAL COLLECTION SERVICES, INC.**  
An Illinois Corporation

**BY:**

Matthew C. Regan  
\_\_\_\_\_  
Chief Operating Officer (PRINT)

\_\_\_\_\_  
Chief Operating Officer (SIGNATURE)

**Attested:**

\_\_\_\_\_  
Secretary (SIGNATURE)

**Date:** \_\_\_\_\_, 20\_\_\_\_





**TYPE:** Motion **SUBMITTED BY:** S. Viger **DATE:** 02.08.11

**DESCRIPTION:**

Acceptance of the Transit Improvement Plan & Station Area / Corridor Study Final Report

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION:** Community & Economic Development

**DATE:** 02.08.11

---

**BACKGROUND:**

Over the past year the Village has worked with The Lakota Group, S.B. Friedman & Company and TranSystems on this Regional Transportation Agency funded effort to improve not only our Town Center land use planning but also to enhance the transportation alternatives for our residents and employees of local businesses. The study will highlight improvements that will enable the Village to benefit from our Metra Rail station and other transportation and locational amenities. To assist the consultant team in understanding the community's vision a "Steering Committee" was empaneled and several well attended village wide evening workshops were conducted. A hard copy of the Final report was distributed in last week's confidential package.

**KEY ISSUES:**

Does the Final Report assist the Community in obtaining the Village Goals (above) and are the ideas expressed in the report acceptable to the Committee, and are they in the best interest of the Village as a whole.

**ALTERNATIVES:**

Accept the Final Report.

Reject the Final Report.

Make additional comments for inclusion in the Final Report.

**RECOMMENDATION:**

Staff respectfully recommends that the Committee accept the Final Report as presented.

The Community & Economic Development Committee will review the study at their 02.08.11 meeting immediately preceding the Village Board review.

**BUDGET IMPACT:**

N/A

**ACTION REQUIRED:**

Motion to accept the Transit Improvement Plan & Station Area / Corridor Study

TYPE: Ordinance SUBMITTED BY: S. Viger DATE: 02.08.11

**DESCRIPTION:**

Amending the Village's Building Permit and Inspection Fee Schedule.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION:** Community & Economic Development

**DATE:** 02.08.11

---

**BACKGROUND:**

The current fees were put in place by Ordinance 23 – 2007 approved by the Village President and Board of trustees on April 17, 2007. The new contract with T.P.I. Code Consultants, Inc. provided the impetus for the proposed changes. Staff also proposes a simplification of the table for ease of use and understanding by our customers. The new Fee Schedule will charge inspections at the actual rate the Village is billed, reduces the Permit Escrow (f.k.a. Permit Bond) and combines several smaller fees into a standardized "Permit Application Fee".

**KEY ISSUES:**

Are the proposed fees appropriate, do they sufficiently cover our administrative costs.

**ALTERNATIVES:**

Approve the draft Ordinance as presented.

Deny the draft Ordinance as presented.

Remand the draft Ordinance back to Committee for additional discussion and review.

**RECOMMENDATION:**

Staff respectfully recommends that the Committee approve the amended Fee Schedule as proposed. The Community & Economic Development Committee will review the proposal at the 02.08.11 immediately preceding the Village Board meeting.

**BUDGET IMPACT:**

The fees collected from permittees will more accurately cover the pass through expenses incurred by the Village to provide the various plan review and inspection services, thus eliminating the "subsidy" of construction project inspection by the Village.

**ACTION REQUIRED:**

Adoption of the draft ordinance as presented.

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

**AN ORDINANCE AMENDING BUILDING PERMIT FEES  
AND OCCUPANCY REQUIREMENTS**

WHEREAS, the Village of Bensenville has the power and authority to regulate the building and construction of buildings and structures within the corporate limits of the Village, the inspection of which is a reasonable means of carrying such power into effect;

WHEREAS, in furtherance of said power and authority to regulate and inspect the building and construction of buildings and structures, the Village may impose and charge building and inspection fees reasonably related thereto; and

WHEREAS, the Corporate Authorities of the Village of Bensenville hereby find and determine that the table of fees and occupancy requirements attached hereto and containing various building and inspection fees, and the proposed administrative fee to be charged for third party permit reviews, are reasonably related to the Village's costs of said building and construction regulation, and further are necessary for the effective enforcement of the Village's building codes and ordinances.

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 Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do incorporate them into this Ordinance by this reference.

SECTION TWO: That Section 9-2-4.A: General Requirements of the Bensenville Village Code is hereby repealed and replaced with a new Section 9-2-4.A in words and figures as follows:

**A. "9-2-4: PERMIT FEES AND OCCUPANCY REQUIREMENTS:**

A. General Requirements: The permit fees and occupancy requirements as contained in the table of fees as follows are hereby approved and adopted as the permit fees and occupancy requirements of the Village of Bensenville.

1. No permit or occupancy for any nonexempt structure shall be issued without a receipt of payment for the required fee or fees imposed by the DuPage County fair share transportation impact fee ordinance, ODT-021-89.
2. Permit applications submitted to the Department of Community and Economic Development will remain in an active status, unless there has been a discontinuation of activity on the part of the applicant for a period of three (3) months. "Discontinuation of activity" shall be defined as follows:
  - a. No resubmittal of permit related material, requested of the applicant by the Village of Bensenville in response to written review comments made by the Village, for a period of three (3) months after the date of the latest written comments provided to the applicant.



- b. No submittal of permit related fees, escrows or performance guarantees, requested of the applicant by the Village of Bensenville in accordance with written notice of plan approval, for a period of three (3) months after the date of the plan approval provided to the applicant.
3. If there has been a "discontinuation of activity," as defined herein, the applicant will be notified in writing that the permit file has become void. For the file to be reopened, a new permit submittal will be required. Any fees or expenses accrued to the Village of Bensenville during the previous review process will become payable to the Village, and all codes and ordinances in effect at the time of reopening of the file will apply to the project.

SECTION THREE: That the Fee Table contained in Section 9-2-4.B of the Bensenville Village Code is hereby repealed and replaced with a new Fee Table to be contained in the said Section 9-2-4.B: FEE TABLE, in words and figures as follows:

See table of permit fees and occupancy requirements as contained in the table of fees attached hereto and made a part hereof, which fees and requirements are hereby approved and adopted as the new Fee Table to be contained in Section 2-4.B of the Bensenville Village Code.

SECTION FOUR: That Section 9-2-4.C: Other Fees of the Bensenville Village Code is hereby repealed and replaced with a new Section 9-2-4. in words and figures as follows:

"9-2-4: PERMIT FEES AND OCCUPANCY REQUIREMENTS: C.

Other Fees:

1. Ten thousand dollar (\$10,000.00) original surety bonds shall be required for plumbing, electrical, and tank installation contractors.
2. Construction water will be available at the rate of \$13.00 per 1,000 gallons through the Department of Public Works.
3. Sign fees shall be as follows:
  - a. Permanent non-illuminated signs shall be seventy dollars (\$70.00) plus one dollar (\$1.00) per square foot of sign, plus applicable inspection fees
  - b. Permanent illuminated signs shall be one hundred thirty-five (\$135.00) plus one dollar (\$1.00) per square foot of sign, plus applicable inspection fees
  - c. Temporary signs and banners shall be seventy dollars (\$70.00) plus a three hundred dollar (\$300.00) escrow guaranteeing removal, plus applicable inspection fees
4. Elevator inspections shall be conducted by an outside inspection company as necessary, but not less than once per year at the following rates per each inspection of each elevator and elevator room
  - a. New construction inspections shall be ninety dollars (\$90.00)
  - b. New construction re-inspections shall be ninety dollars (\$90.00)
  - c. Annual inspections shall be fifty dollars (\$50.00)
  - d. Elevator plan reviews for new construction shall be ninety dollars (\$90.00)
5. When a fire alarm is modified to install a radio transmitter in place of a direct connect phone line and the scope of work is limited to the replacement of the phone connection with a radio transmitter, there shall be paid a permit fee of one hundred

- fifty dollars (\$150.00), together with an additional escrow posted in the amount of one hundred fifty dollars (\$150.00), for each transmitter installed
6. A ten percent (10%) administrative fee shall be charged to all building permit applicants for all building permit reviews conducted on behalf of the Village of Bensenville by third party firms or other governmental agencies
  7. Fire pump tests are required annually. The fee for a fire pump test shall be two hundred fifty dollars (\$250.00) per inspection
  8. Commercial Industrial presale walk through inspections can be performed prior to the sale or leasing of a building or space to verify any life safety issues prior to the business license application. The fee for each inspection shall be seventy five dollars (\$75.00)
  9. Fire alarm acceptance test inspections are required when a new fire alarm system is installed or when there are significant modifications made to an existing system. The fee for this inspection shall be one hundred fifty dollars (\$150.00)
  10. Fire sprinkler acceptance test inspections are required when a new fire sprinkler system is installed or when there are significant modifications made to an existing system. The fee for this inspection shall be one hundred fifty dollars (\$150.00)
  11. A five dollar (\$5.00) technology fee will be charged to each permit (ORD. 84-2010, 11-9-2010), which is included in the permit application fee"

SECTION FIVE: All ordinances in conflict herewith are repealed to the extent of said conflict.

This ordinance is in full force and effect from and after passage and publication according to law.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this \_\_\_\_ day of \_\_\_\_\_, 2011.

Frank Soto, Village President

ATTEST:

-JoEllen Ridder, Village Clerk

AYES:

NAYS:

ABSENT:

9.2-1: PERMIT FEES AND OCCUPANCY REQUIREMENTS:

- A. General Requirements: The permit fees and occupancy requirements as contained in the table of fees as follows are hereby approved and adopted as the permit fees and occupancy requirements of the Village of Bensenville.
1. No permit or occupancy for any nonexempt structure shall be issued without a receipt of payment for the required fee or fees imposed by the DuPage County fair share transportation impact fee ordinance. CD1-021-89.
  2. Permit applications submitted to the Department of Community and Economic Development will remain in an active status, unless there has been a discontinuation of activity on the part of the applicant for a period of three (3) months. "Discontinuation of activity" shall be defined as follows:
    - a. No resubmittal of permit related material requested of the applicant by the Village of Bensenville in response to written review comments made by the Village, for a period of three (3) months after the date of the latest written comments provided to the applicant.
    - b. No resubmittal of permit related fees, escrows or performance guarantees, requested of the applicant by the Village of Bensenville in accordance with written notice of plan approval, for a period of three (3) months after the date of the plan approval provided to the applicant.
  3. If there has been a "discontinuation of activity," as defined herein, the applicant will be notified in writing that the permit file has become void. For the file to be reopened, a new permit substantial will be required. Any fees or expenses accrued to the Village of Bensenville during the previous review process will become payable to the Village, and all codes and ordinances in effect at the time of reopening of the file will apply to the project.

## B. Fee Table

### Building Permit Fees

	Single Family Residential			Multiple Family Residential			Town Residential			New Construction	Site Development
	Over the Counter	Accessory or Alteration	Addition	Over the Counter	Accessory or Alteration	Addition	Over the Counter	Accessory	Alteration	Addition	
Permit Fee	\$500.00	\$120.00	\$100.00	\$500.00	\$100.00	\$100.00	\$500.00	\$250.00	\$500.00	\$1,000.00	\$1,250.00
Permit Application	\$500.00	\$500.00	\$500.00	\$500.00	\$100.00	\$100.00	\$500.00	\$100.00	\$500.00	\$1,000.00	\$1,000.00
Plan Review	40%	\$27.00	\$400.00 - \$125.00 - \$425.00	80%	\$2.00	See Table 1	80%	\$27.00	See Table 1	See Table 1	See Table 1
Inspection (each)	\$400.00	\$400.00	\$400.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	Per Second Engineering 1 each or 1
Re-inspection (each)	\$400.00	\$400.00	\$400.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	Per Second Engineering 1 each or 1
Stop Work Order	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$1,000.00

Table 1: Commercial & Multiple Family Plan Reviews

Plan Review Fee covers all necessary plan submittals at no additional charge	Fee Rates			Base Building			Base Building + (1) Elevators		
	Guest Floor Area (s.f.)			Base Building			Base Building + (1) Elevators		
20 or less	0 to 2500	\$500.00	\$500.00	0 to 2500	\$500.00	\$500.00	0 to 2500	\$500.00	\$500.00
21 to 5000	2501 to 5000	\$500.00	\$500.00	2501 to 5000	\$500.00	\$500.00	2501 to 5000	\$500.00	\$500.00
5001 to 7500	5001 to 7500	\$500.00	\$500.00	5001 to 7500	\$500.00	\$500.00	5001 to 7500	\$500.00	\$500.00
7501 to 10000	7501 to 10000	\$500.00	\$500.00	7501 to 10000	\$500.00	\$500.00	7501 to 10000	\$500.00	\$500.00
10001 +	10001 +	\$500.00	\$500.00	10001 +	\$500.00	\$500.00	10001 +	\$500.00	\$500.00
Each 1000 s.f. over 10,000	Each 1000 s.f. over 10,000	\$500.00	\$500.00	Each 1000 s.f. over 10,000	\$500.00	\$500.00	Each 1000 s.f. over 10,000	\$500.00	\$500.00

## C. Other Fees:

1. Ten thousand dollar (\$10,000.00) original surety bonds shall be required for plumbing, electrical, and tank installation contractors.
2. Construction water will be available at the rate of \$13.00 per 1,000 gallons through the Department of Public Works.
3. Sign fees shall be as follows:
  - a. Permanent non-illuminated signs shall be seventy dollars (\$70.00) plus one dollar (\$1.00) per square foot of sign, plus applicable inspection fees.
  - b. Permanent illuminated signs shall be one hundred thirty-five (\$135.00) plus one dollar (\$1.00) per square foot of sign, plus applicable inspection fees.
  - c. Temporary signs and banners shall be seventy dollars (\$70.00) plus a three hundred dollar (\$300.00) escrow guarantee removal, plus applicable inspection fees.
4. Elevator inspections shall be conducted by an outside inspection company as necessary, but not less than once per year at the following rates per each inspection of each elevator and elevator room:
  - a. New construction inspections shall be ninety dollars (\$90.00).
  - b. New construction re-inspections shall be ninety dollars (\$90.00).
  - c. Annual inspections shall be fifty dollars (\$50.00).
  - d. Elevator plan reviews for new construction shall be ninety dollars (\$90.00).

5. When a fire alarm is modified to install a radio transmitter in place of a direct connect phone line and the scope of work is limited to the replacement of the phone connection with a radio transmitter, there shall be paid a permit fee of one hundred fifty dollars (\$150.00), together with an additional escrow posted in the amount of one hundred fifty dollars (\$150.00), for each transmitter installed.
6. A ten percent (10%) administrative fee shall be charged to all building permit applicants for all building permit reviews conducted on behalf of the Village of Bensenville by third party firms or other governmental agencies.
7. Fire pump tests are required annually. The fee for a fire pump test shall be two hundred fifty dollars (\$250.00) per inspection.
8. Commercial industrial preside walk through inspections can be performed prior to the sale or leasing of a building or space to verify any life safety issues prior to the business license application. The fee for each inspection shall be seventy five dollars (\$75.00).
9. Fire alarm acceptance test inspections are required when a new fire alarm system is installed or when there are significant modifications made to an existing system. The fee for this inspection shall be one hundred fifty dollars (\$150.00).
10. Fire sprinkler acceptance test inspections are required when a new fire sprinkler system is installed or when there are significant modifications made to an existing system. The fee for this inspection shall be one hundred fifty dollars (\$150.00).
11. A five dollar (\$5.00) technology fee will be charged to each permit (ORD 84-2010, 11-9-2010), which is included in the permit application fee.



**TYPE:** Ordinance **SUBMITTED BY:** S. Viger **DATE:** 02.08.11

**DESCRIPTION:**

The Village staff is proposing an expansion of the Administrative Adjudication procedure to include Village Ordinance violations. The proposed process would have the quasi-judicial hearings conducted here at Village Hall rather than at the Addison Traffic Court.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

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**COMMITTEE ACTION:** Community & Economic Development

**DATE:** 02.08.11

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**BACKGROUND:**

Staff has been working with the Village Attorney to establish the Administrative Adjudication process for local ordinance violations. The goal is to create a simple process to determine compliance with local ordinance. Generally the process would be for a Village Code Compliance inspector to notify the property owner of the violation verbally, if it is not corrected a written "Correction Notice" is issued with approximately 10 -14 days to comply. If after the specified time there is not compliance a written citation and notice to appear at the Administrative Adjudication would be issued. It is anticipated that over time the proposed process will garner more prompt action both after the verbal and written correction notices and that the local hearing will prove beneficial to our enforcement efforts and more convenient to our residents.

**KEY ISSUES:**

To streamline the process both for staff and alleged violators.

To retain a larger portion of any fines levied at the local level rather than splitting those fines with the County court system.

Does the proposed procedure assist the Community in obtaining the Village Goals (above)

**ALTERNATIVES:**

1. Accept the proposed Administrative Adjudication procedures.
2. Reject the proposed Administrative Adjudication procedures.
3. Conduct additional review/discussions.

**RECOMMENDATION:**

Staff respectfully requests that the Committee approve the proposed Administrative Adjudication procedures as drafted by the Village Attorney.

The Community & Economic Development Committee will review the study at their 02.08.11 meeting immediately preceding the Village Board review.

**BUDGET IMPACT:**

Savings in staff time and a larger portion of any fines will be retained by the Village. We will have the expense of paying the Adjudicator.

**ACTION REQUIRED:**

Approval the Ordinance as presented.

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

**AN ORDINANCE AMENDING THE BENSENVILLE VILLAGE CODE TO  
PROVIDE FOR ADMINISTRATIVE ADJUDICATION FOR BUILDING AND  
OTHER CODE VIOLATIONS**

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

**WHEREAS**, the Village is authorized, pursuant to Section 1-2.2-1 of the Illinois Municipal Code, 65 ILCS 5/1-2.2-1 to provide for the administrative adjudication of general regulations of the Village Code; and

**WHEREAS**, pursuant to the Illinois Municipal Code and other law, the Village has previously adopted regulations governing building code construction, maintenance, and repair of buildings and structures and providing for the enforcement of such, which are codified at Title 9 of the *Bensenville Village Code*, Sections 9-1-1, *et seq.* (hereinafter “Building Code”); and

**WHEREAS**, pursuant to the Illinois Municipal Code and other law, the Village has previously adopted regulations governing traffic and criminal code violations, which are subject to a system of administrative adjudication; and

**WHEREAS**, the Village seeks to expand the scope of its current administrative adjudication authority to incorporate building code and other violations; and

**WHEREAS**, the Village has determined that the administrative adjudication of building code and other code violations will result in more efficient and effective code compliance, decrease staff time devoted to the adjudication of code violations and will generate additional fines for said violations since the fines will not be required to be split, as provided for in the court adjudication system; and

**WHEREAS**, the Village has determined it is in the best interest of the Village to adopt an administrative adjudication system for all such code violations; and

**WHEREAS**, based upon the recommendations of Village staff, the President and Board of Trustees find and determine that it is in the best interest of the Village and its citizens to amend the Village Code by adopting administrative adjudication system for building and other code violations as set forth more fully in Title 13, entitled, *Building Code Administrative Adjudication System* Exhibit “A,” which is attached hereto and incorporated herein by reference,

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

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

**SECTION TWO:** That *BENSENVILLE VILLAGE CODE*, be amended to include a new Section for building code administrative adjudication, Title 13 entitled, *Building Code Administrative Adjudication System* as set forth in Exhibit “A,” which is a attached hereto and incorporated herein and made part hereof by reference as if fully set forth.

**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 8<sup>th</sup> day of February 2011.

APPROVED:

\_\_\_\_\_  
Frank Soto, Village President

ATTEST:

\_\_\_\_\_  
JoEllen Ridder, Village Clerk

AYES:

\_\_\_\_\_

NAYES:

\_\_\_\_\_

ABSENT:

\_\_\_\_\_

## VILLAGE OF BENSENVILLE

**TYPE:** Resolutions **SUBMITTED BY:** Denise Pieroni **DATE:** February 3, 2011

**DESCRIPTION:** Resolutions approving amended 2011 regular meeting schedule for the Village Board and Standing Committees.

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

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

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**COMMITTEE ACTION:** N/A – Correcting March 2011 Meeting Dates **DATE:** N/A

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### **BACKGROUND:**

An error in the originally approved Committee and Board meeting schedules has been discovered. The intent was to hold March Board and Committee meetings on their normal dates – with Committee meetings on the 2<sup>nd</sup> and 3<sup>rd</sup> Tuesdays and Board meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays. The schedules as approved have the Committee meetings on the 3<sup>rd</sup> and 4<sup>th</sup> Tuesdays and the Board meetings on the 3<sup>rd</sup> and 5<sup>th</sup> Tuesdays. The resolutions before you at this time approve amended meeting schedules reestablishing the normal schedule (2<sup>nd</sup> and 3<sup>rd</sup> – Committees and 2<sup>nd</sup> and 4<sup>th</sup> – Board). Several matters have moved forward assuming the normal meeting schedule and as such these corrections are being requested at this time.

Per the attached revised schedule for the Committees, the Public Safety Committee will meet in March on the second Tuesday (versus the 3<sup>rd</sup> Tuesday) of that month from 6:00 to 6:30 p.m., immediately in advance of the Board meeting. The Administration, Finance & Legislation, Economic & Community Development and Infrastructure & Environment will meet in March on the third Tuesday (versus 4<sup>th</sup> Tuesday) of that month starting at 6:00 p.m., 6:30 p.m. and 7:00 p.m., respectively. Additionally the Board meetings will meet in March on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday (versus the 3<sup>rd</sup> and 5<sup>th</sup> Tuesday) of that month at 6:30 p.m.

**KEY ISSUES:** These schedules re-establish the normal meeting pattern in March.

### **ALTERNATIVES:**

- Discretion of the Village Board.

**RECOMMENDATION:** Approve the revised 2011 meeting schedules for the Village Board and the four Standing Committees of the Board.

**BUDGET IMPACT:** N/A

**ACTION REQUIRED:** Village Board consideration of the resolutions, included in the packet, approving the revised 2011 schedules for the Village Board and the four Standing Committees which are included as attachments to the respective resolution. Once approved, these revised schedules will be published as required by law.

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

**A RESOLUTION AMENDING THE 2011 SCHEDULE OF MEETINGS  
OF THE VILLAGE BOARD AND STANDING COMMITTEES**

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

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

WHEREAS, pursuant to Section 120/2.03 of the Illinois Open Meetings Act, the Village Board adopted schedules of meetings of the Village Board and its four Standing Committees for the year 2011; and

WHEREAS, the Village Board has determined that the schedules of meetings must be amended to correct the 2011 March meeting dates for the Village Board and Standing Committees, both amended schedules are attached hereto and incorporated herein by reference as Exhibit "A."

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

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

**SECTION TWO:** That the amended schedules of meetings for the Village Board and its four Standing Committees for the year 2011, as set forth in Exhibit "A," is hereby adopted.

**SECTION THREE** The Village Clerk is hereby directed to publish in a newspaper of general circulation in the Village of Bensenville a notice of the change of the 2011 schedules of meetings, and to post the notice of the amended 2011 schedules of meetings in a prominent location at Village Hall, and, further to provide a copy of this Resolution with Exhibit "A"

attached hereto to those news mediate which have filed an annual request for notice as provided in paragraph (b) of Section 2.02 of the Illinois Open Meetings Act.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 8th day of February, 2011.

APPROVED:

\_\_\_\_\_  
Frank Soto, Village President

ATTEST:

\_\_\_\_\_  
JoEllen Ridder, Village Clerk

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

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

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

**Village of Bensenville**  
**Board of Trustees Meeting Schedule**  
**Calendar Year 2011**

**Amended February 8, 2011**

The Board meeting schedule for Calendar Year 2011 is hereby established to provide for regular Board of Trustee meetings on the dates listed below. Unless indicated otherwise, all regular Board of Trustee meetings shall be held in the Board Room at 12 South Center Street, Bensenville, IL and shall commence at 6:30 p.m.

**January 11, 2011**

**January 25, 2011 – 6:00 P.M.**

**February 8, 2011**

**February 22, 2011**

**March 8, 2011**

**March 22, 2011**

**April 12, 2011**

**April 26, 2011**

**May 10, 2011**

**May 24, 2011**

**June 14, 2011**

**June 28, 2011**

**July 19, 2011**

**August 9, 2011**

**August 23, 2011**

**September 13, 2011**

**September 27, 2011**

**October 11, 2011**

**October 25, 2011**

**November 8, 2011**

**November 22, 2011**

**December 6, 2011**

**December 13, 2011**



**Village of Bensenville**  
**Village Board Schedule for Committee Meetings**  
**Calendar Year 2011**  
**Adopted December 7, 2010**  
**Amended February 8, 2011**

The following are the meeting schedules for the Standing Committees of the Village Board for Calendar Year 2011. These schedules are hereby established to provide for regular Committee meetings on the dates and at the times listed below. Unless indicated otherwise, all regular Committee meetings shall be held in the Board room at 12 South Center Street, Bensenville, IL. Additionally, the fourth Tuesday of each month, from 6:00 p.m. to 6:30 p.m. shall be reserved for a meeting of any of the Board Committees as may be required.

**January 11, 2011**

- Public Safety Committee – 6:00 p.m. – 6:30 p.m.

**January 18, 2011**

- Administration, Finance and Legislation Committee – 6:00 p.m.
- Community and Economic Development Committee – 6:30 p.m.
- Infrastructure and Environment Committee – 7:00 p.m.

**February 8, 2011**

- Public Safety Committee – 6:00 p.m. – 6:30 p.m.

**February 15, 2011**

- Administration, Finance and Legislation Committee – 6:00 p.m.
- Community and Economic Development Committee – 6:30 p.m.
- Infrastructure and Environment Committee – 7:00 p.m.

**March 8, 2011**

- Public Safety Committee – 6:00 p.m. – 6:30 p.m.

**March 15, 2011**

- Administration, Finance and Legislation Committee – 6:00 p.m.
- Community and Economic Development Committee – 6:30 p.m.
- Infrastructure and Environment Committee – 7:00 p.m.

**April 12, 2011**

- Public Safety Committee – 6:00 p.m. – 6:30 p.m.

**April 19, 2011**

- Administration, Finance and Legislation Committee – 6:00 p.m.

- Community and Economic Development Committee – 6:30 p.m.
- Infrastructure and Environment Committee – 7:00 p.m.

**May 10, 2011**

- Public Safety Committee – 6:00 p.m. – 6:30 p.m.

**May 17, 2011**

- Administration, Finance and Legislation Committee – 6:00 p.m.
- Community and Economic Development Committee – 6:30 p.m.
- Infrastructure and Environment Committee – 7:00 p.m.

**June 14, 2011**

- Public Safety Committee – 6:00 p.m. – 6:30 p.m.

**June 21, 2011**

- Administration, Finance and Legislation Committee – 6:00 p.m.
- Community and Economic Development Committee – 6:30 p.m.
- Infrastructure and Environment Committee – 7:00 p.m.

**July 19, 2011**

- Public Safety Committee – 5:30 p.m.
- Administration, Finance and Legislation Committee – 6:00 p.m.
- Community and Economic Development Committee – 6:30 p.m.
- Infrastructure and Environment Committee – 7:00 p.m.

**August 9, 2011**

- Public Safety Committee – 6:00 p.m. – 6:30 p.m.

**August 16, 2011**

- Administration, Finance and Legislation Committee – 6:00 p.m.
- Community and Economic Development Committee – 6:30 p.m.
- Infrastructure and Environment Committee – 7:00 p.m.

**September 13, 2011**

- Public Safety Committee – 6:00 p.m. – 6:30 p.m.

**September 20, 2011**

- Administration, Finance and Legislation Committee – 6:00 p.m.
- Community and Economic Development Committee – 6:30 p.m.
- Infrastructure and Environment Committee – 7:00 p.m.

**October 11, 2011**

- Public Safety Committee – 6:00 p.m. – 6:30 p.m.

**October 18, 2011**

- Administration, Finance and Legislation Committee – 6:00 p.m.
- Community and Economic Development Committee – 6:30 p.m.
- Infrastructure and Environment Committee – 7:00 p.m.

**November 8, 2011**

- Public Safety Committee – 6:00 p.m. – 6:30 p.m.

**November 15, 2011**

- Administration, Finance and Legislation Committee – 6:00 p.m.
- Community and Economic Development Committee – 6:30 p.m.
- Infrastructure and Environment Committee – 7:00 p.m.

**December 6, 2011**

- Public Safety Committee – 6:00 p.m. – 6:15 p.m.
- Administration, Finance and Legislation Committee – 6:15 p.m. -6:30 p.m.

**December 13, 2011**

- Community and Economic Development Committee – 6:00 p.m. – 6:15 p.m.
- Infrastructure and Environment Committee – 6:15 p.m. -6:30 p.m.